



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 17, 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. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
 2. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP); and
 3. Section 551.071 and Section 551.087, 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 purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-25-007; and
 4. Section 551.071 and Section 551.087, 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 purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-01-005; and
 5. Section 551.071 and Section 551.087, 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 purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate,

- stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-01-006; and
6. Sections 551.071, 551.072, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to deliberate and consult with legal counsel regarding Project EDA-26-01-002 and a letter of intent and memorandum of understanding; and
 7. 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
 8. 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. Proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP); and
3. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-25-007; and
4. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-01-005; and
5. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-01-006; and
6. Pending Project EDA-26-01-002 and a letter of intent and memorandum of understanding; and
7. Upper Brushy Creek Water Control and Improvement District (WCID) lower water levels at Lakewood Park lake; and
8. Acquisition of properties for public purposes.

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. Staff Reports
 - Quarterly traffic signal update including operations, maintenance, and upcoming improvement projects.

CONSENT AGENDA: ACTION

9. Approval of the minutes for the regular City Council meeting held on September 3, 2026.
10. Acceptance of public infrastructure improvements for Edgewood Phase 2, Section 2 (PICP-24-0145) to include streets, drainage, water, and wastewater.
11. Acceptance of public infrastructure improvements for the 675 Kauffman Loop subdivision (PICP-24-0176) to include sidewalks, water and wastewater.
12. Approval of the termination of a drainage easement (ESMT-26-0159) located within the Blockhouse Creek Farm - Leander Subdivision, more particularly described as 0.3127 acres out of Williamson Central Appraisal District Parcel R629336, and generally located at 2501 Niles Drive, Leander, Williamson County, Texas; and authorize the City Manager to execute any and all necessary documents.
13. Approval of an Interlocal Agreement (ILA) between the City of Leander and Capital Area Metropolitan Planning Organization (CAMPO) for development of the Safe Routes to School Plan (CIP T. 66); and authorize the City Manager to execute any and all necessary documents.
14. Approve a Professional Services Agreement to Dianna Tinkler for specialized right-of-way acquisition and real-property negotiation services for an amount not to exceed \$250,000.00 per fiscal year; and authorize the City Manager to execute any and all necessary documents.
15. Approval of an Ordinance to update the Roadway Service Area Map to incorporate the Bar W West Commercial Annexation.
16. Approval of the Planning and Zoning Commission Progress Report for September 2025 to August 2026.
17. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-26-0246 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to LC-2-A (Local Commercial) on one (1) parcel of land 3.85 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R549068; and generally located southeast of the intersection of Kauffman Loop and CR 267, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

18. Conduct a Public Hearing for the City of Leander Fiscal Year 2027 Proposed Budget.
 - Discuss and consider action on an Ordinance adopting the budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027; appropriating the various amounts thereof and repealing all ordinances or parts of ordinances in conflict therewith; and providing for an effective date.

City of Leander Impact Statement				
Description	FY 2026	FY 2027	(\$ Change	(%) Change
Proposed Tax Rate FY2026				
Proposed Tax Rate (per \$100 of value)	0.417282	0.417282	0.00%	0.00%
Average Homestead Taxable Value Comparison				
Average Homestead Market Value	525,742	501,383	(24,359)	-4.63%
Tax on Average Homestead	2,194	2,092	(102)	-4.63%
Detailed Tax Rate Comparison				
Maintenance & Operations (M & O) Proposed	0.273604	0.274483	0.09%	0.32%
Interest & Sinking (I&S) Proposed	0.143678	0.142799	-0.09%	-0.61%
M&O Adj No-New Revenue Tax Rate	0.280537	0.294223	0.013686	4.88%
M&O Voter Approval M&O rate	0.290355	0.304520	0.014165	4.88%
Total No-New-Revenue Tax Rate	0.428187	0.430886	0.002699	0.63%
Total Unused Increment Rate	0.004399	0.020667	0.016268	369.81%
Total Voter Approval Tax Rate	0.438432	0.467986	0.029554	6.74%
Certified Values	16,459,964,129	17,096,758,657	636,794,528	3.87%
Total Tax Levy - All Properties	53,477,852.00	56,372,715.00	2,894,863.00	5.41%
M&O Tax Revenue	42,008,755	46,458,419.10	4,449,664	10.59%

19. Conduct a Public Hearing on levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2027; providing for and apportioning each levy for specific purposes; and providing when taxes shall become due and when the same shall become delinquent if not paid.
- Discuss and consider action on the First Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2027 as described above.

REGULAR AGENDA

20. Consider ratifying appointments related to the City Manager's updated Leadership Team organizational structure, including reclassification of 10 current employees to director positions to take effect on October 1, 2026, and as provided for in the Fiscal Year 2027 proposed budget.
21. Discuss and consider action regarding Comprehensive Plan Case CPA-26-0020 to adopt the Stormwater Master Plan to be included in the Comprehensive Plan, Leander, Williamson and Travis Counties, Texas. *[At the request of City staff, this item has been moved to the October 1, 2026, regular meeting in order to allow the consultant time to incorporate final changes.]*
22. Discuss and consider action on Zoning Case Z-25-0197 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-A (General Commercial) on one (1) parcel of land 1.67 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031577; and generally located northeast of the intersection of Ronald W. Reagan Boulevard and CR 177, Leander, Williamson County, Texas.
23. Discuss and consider action on an Ordinance regarding a request for a variance to allow the sale of alcoholic beverages to occur within 300 feet of a church, school, or hospital commonly addressed as 11880 Hero Way West, Suite 201, Leander, Williamson County, Texas.

24. Discuss and consider casting the official ballot for the election of Places 1 through 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.
25. Discuss and consider action on an Ordinance Article 1.04 Boards, Commissions, and Committees, repealing Division 4. Parks and Recreation Advisory Board and replacing with a new Division 4. Leander Heritage, Recreation, and Culture Advisory Board providing for membership composition, terms, duties, allowance for subcommittees, implementation and funding public art, and budget; repealing Division 5. Historic Preservation Commission; repealing Article 1.14 Public Art Program and Division 2. Public Arts and Culture Commission; providing a severability clause, effective date, and related matters.
26. Council Member Closing Statements.
27. Convene back into Executive Session, if needed, pursuant to:
 1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
 2. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP); and
 3. Section 551.071 and Section 551.087, 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 purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-25-007; and
 4. Section 551.071 and Section 551.087, 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 purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-01-005; and
 5. Section 551.071 and Section 551.087, 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 purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-01-006; and
 6. Sections 551.071, 551.072, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to deliberate and consult with legal counsel regarding Project EDA-26-01-002 and a letter of intent and memorandum of understanding; and
 7. 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

8. 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. Proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP); and
3. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-25-007; and
4. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-01-005; and
5. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-01-006; and
6. Pending Project EDA-26-01-002 and a letter of intent and memorandum of understanding; and
7. Upper Brushy Creek Water Control and Improvement District (WCID) lower water levels at Lakewood Park lake; and
8. Acquisition of properties for public purposes.

28. Adjournment

CERTIFICATION

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



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Approval of the minutes for the regular City Council meeting held on September 3, 2026.

BACKGROUND:

Attached are the minutes for the meeting held on September 3, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend City Council approve the September 3, 2026, minutes as presented.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 09.03.2026



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 3, 2026
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:01 p.m.

2. Roll Call.

Roll call reflected all present with Councilmember Blair absent.

3. Convene into Executive Session pursuant to:

1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Sections 551.071 and 551.076, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding deployment of security devices and contracts related to security devices; and
3. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTWP); and
4. Section 551.071 and Section 551.087, 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 purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-25-007; and
5. 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

6. 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. Proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Deployment of security devices and contracts related to security devices; and
3. Agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP); and
4. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-25-007; and
5. Upper Brushy Creek Water Control and Improvement District (WCID) lower water levels at Lakewood Park lake; and
6. Acquisition of properties for public purposes.

Convened into Executive Session at 6:04 p.m.; reconvened into open session at 6:58 p.m.

[The City Council did not complete their deliberations and will return to Executive Session at the end of the regular meeting.]

Briefing workshop adjourned at 6:58 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation, the Police and Fire Honor Guards will present the Colors and lead the Pledges of Allegiance.

Opened meeting at 7:00 p.m.; Joe Bob Ellison provided the invocation; the Police and Fire Honor Guards presented the Colors; and Mayor Thompson led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present with Councilmember Blair absent.

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.]

Lawrence Knepper, 2013 Cotton Farm Trail - commented on pickleball.

Aaron U'Ren, 2208 Julia Lane - commented on dumpster collection.

8. Recognitions/Proclamations/Visitors.

- Proclamation recognizing September 11, 2026, as *Patriot Day* and concurrently as the *National Day of Service and Remembrance*.
- Proclamation recognizing the month of September as *Emergency Preparedness Month*.

CONSENT AGENDA: ACTION

Motion: Approve the consent agenda items 9 through 25.

By: Councilmember Chang

Seconded: Mayor Pro Tem Ross

Vote: 6 - 0

9. Approval of the minutes for the budget workshop held on July 24, 2026, and the regular meeting held on August 20, 2026.
10. Approval of the purchase of furniture (tables, chairs, lectern, and office chair) for Pat Bryson Municipal Hall Council Chambers from Facilities Resource, Inc., through a cooperative purchasing agreement with OMNIA Partners Contracts R240117, R240108, and 07-128, totaling \$57,145.89; and authorize the City Manager to execute any and all necessary documents.
11. Approval of the First Amendment to the Services Agreement between the City of Leander and Iron Brick Associates, LLC for the Adaptive Planning software and subscription services by Workday, Inc., and the extension of implementation services by Strada U.S. Professional Services, Inc., the City's budget and fiscal modeling software, in the amount of \$76,950.00; and authorize the City Manager to execute any and all necessary documents.
12. Approval of Task Order WWW-CFA-CIPS23-019-01 with Cobb, Fendley & Associates, Inc., for professional engineering services for the design, bid, and construction phase services for CR 175 – City of Leander Water and Wastewater Relocations and Adjustments project (CIP T.121), in the amount of \$282,110.80; and authorize the City Manager to execute all necessary documents.
13. Approval of Task Order No. MATLT-REL-CIPS23-019-10 with UES Professional Solutions 44, LLC (formerly known as Rock Engineering and Testing Laboratory, LLC), for construction materials testing and inspection services during construction of the Ronald Reagan Pump Station and Ground Storage Tank project (CIP W.46) in the amount of \$63,206.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of an Interlocal Agreement (ILA) between the City of Leander and Williamson County for the County's participation in the design and right-of-way acquisition costs of Leander's Crystal Falls Parkway East Extension to County Road 175 (CIP T.63) to extend the current four (4) lane divided roadway, initially constructing four (4) lanes; and authorize the City Manager to execute any and all necessary documents.
15. Approval of a Professional Service Agreement with Freese and Nichols, Inc., Task Order TR-FNI-CIPS26-001-01 for the engineering design, bidding, and construction phase services relating to the San Gabriel Parkway Phase 2A Roadway project (CIP T.120) from County Road 270 (CR 270) to Ronald W. Reagan Boulevard; providing for 4-lane divided roadway with curb and gutter, storm sewers, water quality systems, runoff detention, street lighting, landscaping, temporary irrigation, and a 24-inch water line in the amount of \$595,178.00; and authorize the City Manager to execute any and all necessary documents.

16. Approval of a contract with Triton Design + Construction, utilizing TIPS Contract 25050402, for the installation of bedroom doors in Fire Stations 1, 2, and 5, in the amount of \$68,778.00; and authorize the City Manager to execute any and all necessary documents.
17. Approval of public infrastructure improvements for the Shanta Ba Plaza Deceleration (Decel) Lane project (PICP-23-0108).
18. Approval of public infrastructure improvements for Messina Office and Retail (PICP-24-0128) to include streets, drainage, water and wastewater.
19. Approval of the Bar W Ranch West Commercial Annexation Case A-26-0027 and the adjacent right-of-way (ROW) of Kauffman Loop Annexation Case A-26-0028 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.
20. Approval of Zoning Case Z-26-0214 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Bar W Ranch West Commercial Minor PUD (Planned Unit Development) with the base zoning of GC-3-A (General Commercial) on three (3) parcels of land 29.036 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R491371, R485001, and R451803; and generally located northwest of the intersection of Ronald W. Reagan Boulevard and Kauffman Loop, Leander, Williamson County, Texas.
21. Approval of Zoning Case Z-26-0235 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the EMI (PUD) Addition Minor Planned Unit Development with the base zoning of GC-3-A (General Commercial) on one (1) parcel of land 5.35 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 513805; and generally located approximately 800 feet north of the intersection of FM 1431 and Vista Rock Drive, Leander, Travis County, Texas.
22. Approval of a contract with Musco Sports Lighting, LLC, utilizing BuyBoard Contract 779-25, for the installation of LED sports lighting for Benbrook Ranch Park Softball Field, in the amount of \$113,750.00; and authorize the City Manager to execute any and all necessary documents.
23. Approval of award Solicitation S26-008 to GD Construction for Mason Homestead repairs and refurbishment (CIP P.61) in the amount of \$111,316.00; and authorize the City Manager to execute any and all necessary documents; and authorize the City Manager to approve change orders with a total amount not to exceed \$27,829.00 or 25% of the original contract value.
24. Approval of Ordinance Case OR-26-0037 to amend Chapter 3 – Building Regulations, Article 3.10 Flood Damage Prevention of the Code of Ordinances based on the Community Assistant Visit (CAV) by Texas Water Development Board (TWDB) for continuation of the City’s participation in Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP), and to provide for related matters; Williamson and Travis Counties, Texas.
25. Approval of a Memorandum of Understanding (MOU) between Williamson County and Cities Health District (WCCHD) and City of Leander providing for authorized occupational-health immunizations and services for at-risk Leander Animal Control Officers with the services being provided and facilitated by staff of the WCCHD; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

26. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-26-0020 to adopt the Stormwater Master Plan to be included in the Comprehensive Plan, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-26-0020 as described above.

Opened Public Hearing at 7:30 p.m.; closed Public Hearing at 7:30 p.m. No one spoke in favor or opposition of the request.

Motion: Table action until the September 17, 2026 city council regular meeting, following a discussion.

By: Mayor Thompson

Seconded: Mayor Pro Tem Ross

Vote: 6 - 0

27. Conduct a Public Hearing regarding Zoning Case Z-26-0246 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to LC-2-A (Local Commercial) on one (1) parcel of land 3.85 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R549068; and generally located southeast of the intersection of Kauffman Loop and CR 267, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0246 as described above.

Opened Public Hearing at 7:35 p.m.; closed Public Hearing at 7:35 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-26-0246, following a discussion.

By: Councilmember Chang

Seconded: Councilmember Naudin

Vote: 6 - 0

28. Conduct a public hearing regarding the adoption of an updated Service and Assessment Plan (SAP) for Calendar Year 2026 for the Oak Creek Public Improvement District (District) and updated assessment roll to apportion assessment levied against property located in the District among subdivided lots.

- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2026 for the Oak Creek Public Improvement District as described above.

Opened Public Hearing at 7:37 p.m.; closed Public Hearing at 7:37 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Service and Assessment Plan (SAP) for Oak Creek PID for Calendar Year 2026, following a discussion.

By: Mayor Pro Tem Ross

Seconded: Councilmember Naudin

Vote: 6 - 0

29. Conduct a Public Hearing regarding an updated Service and Assessment Plan (SAP) for Calendar Year 2026 for the Deerbrooke Public Improvement District (District) and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots.
- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2026 for the Deerbrooke Public Improvement District as described above.

Opened Public Hearing at 7:40 p.m.; closed Public Hearing at 7:40 p.m. No one spoke in favor or opposition of the request

Motion: Approve updated Service and Assessment Plan (SAP) for Deerbrooke PID for Calendar Year 2026.

By: Councilmember Chang
Seconded: Mayor Pro Tem Ross

Vote: 6 - 0

30. Conduct a public hearing regarding the adoption of an updated Service and Assessment Plan (SAP) for Calendar Year 2026 for the Crystal Springs Public Improvement District (PID) and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots, and to adjust boundaries between assessable and non-assessable lots.
- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2026 for the Crystal Springs Public Improvement District as described above.

Opened Public Hearing at 7:42 p.m.; closed Public Hearing at 7:42 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Service and Assessment Plan (SAP) for Crystal Springs PID for Calendar Year 2026.

By: Mayor Pro Tem Ross
Seconded: Councilmember Naudin

Vote: 6 - 0

REGULAR AGENDA

31. Discuss and consider action on an Ordinance providing for the Parks and Recreation Advisory Board to assume the duties of the Historical Preservation Commission and the Public Arts and Culture Commission; abolishing the Historical Preservation Commission and the Public Arts and Culture Commission; changing the name of the new board to Parks, Recreation, and Arts Advisory Board moving the definition of "Culture" from the duties to the definitions section of Section 4.14.001, Division 1, Article 1.14, Public Arts Program; authorizing the Parks and Recreation Advisory Board to create subcommittees to carry out board duties; making finding of fact; providing for severability; and providing for an effective date and open meetings clause.

Submitted online or at the meeting a position of opposition of the request only for the record was Brandi Burkman, 1814 Emerald Isle.

Motion: Table to the September 17, 2026 city council regular meeting, following a discussion.

By: Mayor Thompson

Seconded: Mayor Pro Tem Ross

Vote: 6 - 0

32. Direction to City staff to establish an annual process to solicit community input that would lead to an annualized focus group screening process.

Following a discussion, this item was placed on October 15, 2026 regular meeting as a workshop.

33. Discuss and consider action on affirming participation by individual City Council members in the One Leander initiative and the designated area of focus for each City Council member.

Motion: Approve all participation by all City Council members in the One Leander initiative with the following focus, following a discussion.

- Mayor Na'Cole Thompson - Regional Partnerships and Mayoral Initiatives
- Mayor Pro Tem Becki Ross - Transportation and Infrastructure
- Councilmember Stephen Chang - Public Safety and Community Resilience
- Councilmember Michael Herrera - Business Growth and Economic Opportunity
- Councilmember Natomi Blair - Education and Workforce Development
- Councilmember Andrew Naudin - Community Engagement and Communications
- Councilmember Annette Sponseller - Community Engagement and Communications

By: Mayor Thompson

Seconded: Councilmember Chang

Vote: 6 - 0

34. Discuss and consider action on Zoning Case Z-25-0197 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-A (General Commercial) and on Zoning Case Z-26-0239 for a Special Use Permit to allow for one (1) food truck on one (1) parcel of land 1.67 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031577; and generally located northeast of the intersection of Ronald W. Reagan Boulevard and CR 177, Leander, Williamson County, Texas.

Motion: Approve Zoning Case Z-25-0197 to amend the current zoning to GC-3-C and Zoning Case Z-26-0239 for a special use permit for a food truck for two (2) years, following a discussion

By: Councilmember Herrera

Seconded: Councilmember Sponseller

Vote: 3 - 3 (Thompson, Ross, Naudin)

Motion: Reconsider Zoning Case Z-25-0197 to amend the current zoning to GC-3-C and Zoning Case Z-26-0239 for a special use permit for a food truck for two (2) years, following a discussion

By: Mayor Thompson
Seconded: Councilmember Chang

Vote: 4 - 2 (Thompson, Ross)

Motion: Table Zoning Case Z-25-0197 to amend the current zoning to GC-3-C

By: Mayor Thompson
Seconded: Councilmember Chang

Vote: 4 - 2 (Thompson, Ross)

Motion: Approve Zoning Case Z-26-0239 for a special use permit for a food truck for two (2) years

By: Mayor Thompson
Seconded: Councilmember Herrera

Vote: 4 - 2 (Thompson, Ross)

[City Council took a brief recess at 8:30 p.m.; reconvened at 8:40 p.m.]

35. Discuss and consider action on a Special Event Application for the Leander Diwali Festival to be held on October 17, 2026, at Devine Lake Park, with a rain date of October 18, 2026; authorize towing associated with the event; and authorize the City Manager to execute any and all necessary documents.

Submitted online or at the meeting a position of support of the request only for the record was Daniel Reed, 708 Palamos Drive.

Motion: Approve Special Event Application for the Leander Diwali Festival to be held on October 17, 2026, at Devine Park, following a discussion.

By: Mayor Thompson
Seconded: Councilmember Naudin

Vote: 5 - 1 (Ross)

36. Discuss and consider action on a City sponsorship in the amount of \$46,350.00 for the Leander Diwali Festival, to be renamed to the Leander Cultural Festival, to be held on October 17, 2026, at Devine Lake Park; and authorize the City Manager to execute any and all necessary documents.

Spoke in favor of the request were Gangadhara Ramadugu, 17291 Novara Trail, Ramesh Divi, 1605 Abbot Cove; Dinkar Piratla, 1321 Saddlespur Lane; Vidhyu Rao, 1713 Hollowback Drive; Lisa Scheuplein, 1703 Cross Draw Trail; Purnima Sahu, 1733 Roviha Drive; and Daniel Reed, 708 Palamos Drive.

Spoke in opposition of the request were Summer Barber, 4209 Valley Oaks Drive; Ed Alvara, 232 Mandana Street; Bonnie Alvara, 232 Mandana Street; Mark Casey, 120 Mesa Ridge; Kathy Ecklund, 3117 Whalesong Way; Bill Russell, 1131 Ironhorse; Dan Michael, 709 Encinita Drive; Brandi Burkman, 1814 Emerald Isle Drive; and Mike Mohler, 705 Leander Drive.

Submitted online or at the meeting a position of opposition of the request only for the record were Kelly Ecklund, 3117 Whalesong Way; Lin Ainsnorth, 2400 Greatwood Trail; Mike Ainsworth, 2400 Greatwood Trail; Aparna Sudhahan, 1105 Euleess Lane; Sara Bohannan, 1401 S. Brook Drive; Chadwick Bohannah, 1401 S. Brook Drive; Elizabeth Casey, 3403 Merlot Cove; Bill James, 1922 Holly

Hill Drive; and Susan Blair, 721 Morgan Drive.

Following a discussion, Mayor Thompson withdrew her second, Councilmember Herrera withdrew his motion to deny the City sponsorship in the amount of \$46,350.00 for the Leander Diwali Festival, after the applicant stated he was withdrawing his request.

37. Discuss and consider action on amending Ordinance No. 25-061-00 to amend the City of Leander's FY2026 annual budget, ensuring alignment with financial priorities and necessary funding adjustments.

Mayor Thompson took the agenda out of order. This item was heard after Item 39.

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

By: Mayor Thompson

Seconded: Councilmember Chang

Vote: 6 - 0

38. Discuss and consider action regarding revisions to the City's existing Significant and Heritage Tree ordinance (Code of Ordinances, Chapter 14, Exhibit A, Article VI, Section 1 — Landscaping, Tree Preservation and Protection), to close provisions that currently permit wholesale removal of significant trees during development, and to bring the City's tree-preservation thresholds and mitigation fees into parity with neighboring Cities — consistent with the tree-ordinance revision Cedar Park adopted by unanimous vote in 2019.

Submitted online or at the meeting a position of support of the request only for the record were Carlos St. James, 1817 Artesian Springs Xing; Carla St. James, 1817 Artesian Springs Xing; Leon Clark, 220 Mauldin Street, Georgetown; Katherine Uitz, 707 Northern Trail; Anita Chumnavech, 700 Palamos Drive; Matt Pitcher, 14801 Ronald Reagan; and Lisa Chmelar, 301 Seminole Road.

Motion: Table this Item to the November 5, 2026, regular meeting as workshop, following a discussion.

By: Mayor Thompson

Seconded: Councilmember Naudin

Vote: 6 - 0

[Council took a brief recess at 11:07 p.m.; reconvened at 11:13 p.m.]

39. Receive a presentation from City staff on the Flock Safety Automated License Plate Reader (ALPR) system and provide direction.

Spoke in opposition of the request was Reid Nelson, 405 Dream Catcher Drive; Margaret Kaplan, 501 Dream Catcher Drive; Katherine Dondanville, 405 Dream Catcher Drive; Matthew Ewing, 1307 Mojave Bend; Michael Gibbs, 1107 Clayton Drive; Mattias Early, 510 South Myrtle Street; Leon Clark, 220 Mauldin Street, Georgetown; Elizabeth Moore, 137 W. Windemere; Summer Barber, 4209 Valley Oaks Drive; Johanna Nelsen, 305 Ran Road; Sarah Ambros, 208 N. Gabriel; Sarah Johnson, 727 Riva Ridge Drive; Ian Richards, 1240 Westborough Lane; Ethan Gibbens, 5025 Colombo View; Fredrick Cymbalist, 2504 Acoma Lane; Frederick Dobson, 2408 Granite Creek Drive; Alexis Marek, 1302 Tremont Drive, Cedar Park; Rebekah Jensen, 2225 Ambush Canyon; Harris Schanhaut, 2409 Lakey Cove; Daniel Reed, 208 Palamos; Melanie ONeal, 1100 Canadian Cove; Michael Gutierrez, 1100 Canadian Cove; Emma Young, 1006 Downridge Drive; Brianna Dijkstra, 1205 Tamarac Trail; Espen Jensen, 2225 Ambush Canyon; Niles Parnngao, 412 Mountain Sky Bend; Jose Gutierrez, 724 Millcreek

Lane; Hope Charles, 2016 Harvest Dance Drive; Maureen Saval, 3603 Lajitas; Marina Roberts, 8510 Bradford Drive; Dan Michael, 709 Encinita Drive; Misty Meadows, 1933 Crystal Pond Way; and Joshua Franso, 404 Sonny Drive.

Spoke in neither favor nor opposition of the request was David McDonald, 2416 La Mirada Street.

Submitted online or at the meeting a position of opposition of the request only for the record were Brandi Burkman, 1814 Emerald Isle; Maranda Mulroney, 160 Manassas Drive; Kim Maynusin, 2509 Thunder Horse; Ashlee Willis, 24012 Yaupon Trail; Zack Lauden, 311 Stanford Drive; Susan Blair, 721 Morgan Drive; Lesli Rush, 1012 Moser River Drive; Courtney Lewis, 1805 Dillon Lake Bend; Doug Hull, 406 Gabriel Mills Drive; Mackenzie Cavazos, 1421 Itzel Bend; Kerry Stevens, 2036 Harvest Dance Drive; Samir Patel, 1421 Itzel Bend; Bretta Lauden, 311 Stanford Drive; Dexter Sumpson, 2310 Chickadee Lane; Rebekah Wilson, 1300 Elm Forest Drive; Vaughan Chedacki, 15107 Harkey Cove; Mark Magnuson, 2509 Thunder Horse; Cindy Holeschey, 15104 Zyanya Cove; Michelle O'Leary Helmers, 2306 First View; Andrew Klumb, 300 Settlers Drive, Cedar Park; Leah Burke, 1513 Graford Street; Daniel Saucedo, 1004 Rutherford Drive; Kristine Socall, 732 Citty Lane; Toni Early, Georgetown; Stephen Medina, 304 Northern Trail; Chris Arnold, 160 Manassas Drive; Lin Ainsworth, 2400 Greatwood Trail; Jose Gutierrez, 724 Millcreek Lane; Chadwick Bohannon, 1401 S. Brook Drive; Sara Bohannon, 1401 S. Brook Drive; Hunter Searle, 245 Trellis Blouvard; Reva Key, Gentry Street; Hannah McVay, 846 Topaz Lane; Mark Speich, 1722 Mira Vista; Nicholas Rodriguez, 309 Longhorn Cavern Road; Betty Saenz, 607 Thrush Drive; Sean Clark, 919 Gentry Drive; and Justin Early, 510 S. Myrtle St. Georgetown.

Following a discussion, the City Council directed staff to not appropriate funds in the Fiscal Year 2027 budget for Flock Safety Automated License Plate Reader (ALPR) system.

40. Council Member Closing Statements.

Michael Herrera - commented on 9/11, history of event kept alive, and remember people that died.

Annette Sponseller - thanked everyone in attendance; commented on the remembrance of 9/11, Labor Day holiday, and will be in Dallas for a hockey tournament.

Andrew Naudin - commented on language can mean two things at once; civil conversations, engaged, and thanked citizens.

Na'Cole Thompson - stated tonight's dinner came from Cheba Hut; and thanked the speakers.

41. Convene into Executive Session, if needed, pursuant to:

1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Sections 551.071 and 551.076, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding deployment of security devices and contracts related to security devices; and
3. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWTP); and
4. Section 551.071 and Section 551.087, 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 purpose; and to deliberate proposed economic development

- incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-25-007; and
5. 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
 6. 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. Proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Deployment of security devices and contracts related to security devices; and
3. Agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP); and
4. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-25-007; and
5. Upper Brushy Creek Water Control and Improvement District (WCID) lower water levels at Lakewood Park lake; and
6. Acquisition of properties for public purposes.

City Council convened into Executive Session at 1:12 a.m.; reconvened into open session at 1:21 a.m.

1. No action.
2. No action.
3. Postponed until September 17, 2026, regular council meeting.
4. Postponed until September 17, 2026, regular council meeting.
5. Postponed until September 17, 2026, regular council meeting.
6. Motion: Approve a Resolution authorizing the City Manager to execute the closing documents and authorizing the payment for purchase of land for public purpose in Charles Cochran Survey Abstract No. 134 as discussed in executive session.

By: Mayor Pro Tem Ross
Seconded: Councilmember Herrera

Vote: 6 - 0

42. Adjournment

Adjourned at 1:22 a.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY

Do you
live
within
Leander
city

First Name	Last Name	limits?	Home Address	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:
Laura	Hoglund	Yes	1409 Lions Lair	Leander	#31	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Ray	Hoglund	Yes	1409 Lions Lair	Leander	#31	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Karen	Sherman	Yes	1404 Lions Lair	Leander	31	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Becky	Wampler	Yes	1409 S Brook Dr	Leander	Redefining Culture	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Joy	Boon	Yes	1216 sidewinder	Leander	31	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Terrance	Boob	Yes	1216 Sidewinder	Leander	31	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Clint	Campbell	Yes	1401 Lions Lair	Leander	#31	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.

		Do you live within Leander city limits?	Home Address	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:	My written comments
Lorie	Stanley	Yes	917 Inge Ln	Leander	36	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	The City of Leander should not use taxpayer funds to support or promote religious organizations or events, regardless of the faith involvedâ€”Christian, Muslim, Hindu, or any other religion. My tax dollars should not fund events that I do not support or with which I do not personally align, just as I would not expect someone of another faith to pay for my Easter celebration. The City has no business providing taxpayer funding for this event or similar religious events. If approved, this decision could set a precedent for future requests and potentially obligate the City to fund comparable events or face legal challenges. After reading the actual City Council agenda, I want to clarify my opinion because there are two very different issues before Council. I have absolutely no problem with a private organization wanting to hold a Diwali Festival in Leander, applying for a permit, renting a city park, and paying the expenses associated with its event. That is what our public facilities are there for. What I do NOT support is Item 36, which asks City Council to consider a \$46,350 City sponsorship for this event. That is a substantial amount of taxpayer money. Religious freedom means people should be free to practice their faith, celebrate their traditions and hold events in our community. I fully support that right. But I do not believe Leander taxpayers should be asked to provide \$46,350 to sponsor a privately organized religious or cultural festival. If the organizers want to hold the festival, obtain the proper permits and pay the associated costs, I have no issue with that whatsoever. But nearly \$50,000 in City sponsorship is something entirely different, and I do not support it. Before Council approves this expenditure, I also believe taxpayers deserve to know exactly what the \$46,350 will pay for, where that money is coming from in the City budget, and why the City believes this is an appropriate use of those funds. I find that this religious holiday is a breach of separation of church and state and believe that funding this through city tax payer dollars is an offense against the founding fathers our This activity appears to be a religiously based event. I do not support tax dollars supporting any religious event, no matter what the religion is.
LISA	Fuller	Yes	604 Sunny Brook Dr, Leander	Leander	36	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	
Taylor	Boon	Yes	1216 sidewinder	Leander	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.	
Neal	Girdler	Yes	206 Marin Cove	Leander	36	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	

**Do you
live
within
Leander
city**

First Name	Last Name	limits?	Home Address	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:
Laura	Hoglund	Yes	1409 Lions Lair	Leander	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Ray	Hoglund	Yes	1409 Lions Lair	Leander	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Karen	Sherman	Yes	1404 Lions Lair	Leander	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Becky	Wampler	Yes	1409 S Brook Dr	Leander	LDF Sponsorship	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Joy	Boon	Yes	1216 sidewindee	Leandee	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
matthew	smedley	Yes	615 glen valley ln	leander	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Blair	Bradford	No	418 Mesa Grande	Leander	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Terrance	Boob	Yes	1216 Sidewinder	Leander	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Seth	B	Yes	1812 crooked creek st	Leander	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Corin	Silva	Yes	2305 Jake Pickle Pass	Leander	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Wanda	Sanders	Yes	1823 Emerald Isle Dr	Leander	36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Clint	Campbell	Yes	1401 Lions Lair	Leander	#36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
ITEM 35 & 36							
Karen	Puleski	Yes	829 Melda St.	Leander	35, 36	I am FOR this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Annette	Shuff	Yes	41 Fair Oaks St	Leander	35 and 36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Chaston	Hall	Yes	2017 Garrison Dr	Leander	35, 36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Jean	Tolman	Yes	1908 Limerick Ln	Leander	35 & 36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Tim	Taylor	Yes	924 Water hyacinth loop	Leander	35 and 36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Erin	Jas	Yes	1209 Stagecoach Cove	Leander	35, 36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Tammie	Henkel	Yes	1312 Camino Ct	Leander	35/36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Luis	Castillo	Yes	116 Talon Grasp Trail, Apt	Leander	35 & 36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Michelle	Arias	Yes	309 Crossland Cove	Leander	35 & 36	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.

		Do you live within Leander city					
First Name	Last Name	limits?	Home Address	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:
Julie	Beasley	No	418 Mesa Grande	Leander	38	I am FOR this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.

		Do you live within Leander city						
First Name	Last Name	limits?	Home Address	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:	My written comments
Katherine	Joplin	Yes	707 Mountain Ridge Drive	Leander	39	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	Automatic License Plate Readers (ALPRs) like Flock and Axon are taking over our neighborhoods, tracking our movements, and building detailed databases on all of us. It doesn't matter which company's cameras are watching; they all share the same problems: no transparency, no oversight, and no accountability for how our data is collected, stored, or misused -- all of which means no privacy. Dozens of communities across the country have recently canceled or paused their Flock contracts due to these exact liberties and privacy concerns. As your constituent, I'm urging you to act. Public safety should not come at the cost of our civil liberties and public trust. Each day these cameras remain active, they violate our right to privacy and harm our ability to live and travel free from pervasive government surveillance.
Cameron	Merkel	Yes	1840 Greening Way	Leander	39	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	As a longtime citizen of Leander, I feel obligated to make known my opposition to the city's use of Flock cameras, and ALPRs in general. While I have zero issue with the Leander Police Department, with which every interaction I've ever had has been courteous and professional, I do not consider it appropriate for the city to be recording the movements of innocent everyday citizens. I do not believe that Flock, or any company, can be trusted with this data, and I do not consent to being watched like this. I respectfully ask that you please cancel the city's contract with Flock, remove the cameras, and delete the data that has been collected on us. Thank you.
Jessica	Ozbiir	Yes	1201 Rutherford Dr	Leander	39	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	I would like to speak against the flock cameras in Leander. They are an invasion of privacy. If their microphones are activated, it is violating Texas Penal Code §16.02, Texas's interception statute. There have been numerous occurrences where the use of these cameras have been abused. There is no oversight.

								My concern with agenda item 39 is not primarily that Leander Police are currently using Flock adversarially. I believe our officers may be acting in good faith. My concern is that Flock is a private company operating a surveillance platform that collects and stores information about residentsâ€™ movements. As artificial intelligence becomes more prevalent, the capabilities and risks of systems like this will change. Data collected for one limited purpose can later be analyzed, linked, inferred from, or repurposed in ways residents never anticipated. Security safeguards that appear adequate today may be bypassed, weakened, or made obsolete tomorrow. Leander should not rely solely on the vendorâ€™s current promises or on the good intentions of current personnel. Before continuing or expanding this program, the City Council should publicly review the contract and adopt legally enforceable limits on data ownership, retention, sharing, sale, AI analysis, integrations, new features, and vendor-controlled settings. The city should also have the right to independently audit the system, prohibit changes without written city authorization, and terminate the contract with guaranteed deletion or return of all data. A private company should not be allowed to determine the future uses and safeguards of a system that records residentsâ€™ movements. I ask the Council to reject item 39 unless these protections are enforceable and transparent.
Brian	Bruggeman	Yes	1201 Rutherford Dr	Leander	39	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	
Angel	Pittman	Yes	1014 Vintage Drive	Leander	39- Flock cameras	I am FOR this item.	Yes. But I only want my written comments added to the meeting record.	Cameras are a necessary tool for crime prevention. However, as recent media has revealed, there is a danger to misuse of Flock cameras without strict city guidelines, policies, and punishment for misuse and abuse to protect both the police and the citizen of Leander. We must ensure common sense policies procedures and punishments are in place when using these systems.

		Do you live within Leander city					
First Name	Last Name	limits?	Home Address	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:
Karen	Puleski	No	829 Melda St.	Leander	39	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Wanda	Sanders	Yes	1823 Emerald Isle DR	Leander	39	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Mary	Osborn	Yes	1804 Vintage Dr	Leander	39	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.

Before I get to Flock, I want to say something about the department we already have. Leander PD earned CALEA reaccreditation in 2023, meeting more than 500 national best-practice standards, years before a single Flock camera went up. It already runs Volunteers in Policing, Citizens on Patrol, victim services advocates, and neighborhood watch: the relationship-building work that actually solves crime and earns trust. And this city didn't need a mass camera network to make U.S. News's list of the 8 best places to live in the country, or to rank number one statewide for safety. We got there without it.

This isn't about our officers. It's about a vendor and a product with a track record that should worry anyone who cares about them as much as about us.

Let's talk about what Flock is actually good at. In Los Angeles, one in three of its "hot" alerts on stolen vehicles was wrong — each one enough to send officers into a high-risk stop, guns drawn, on an innocent driver. Aurora, Colorado found out what that costs: \$1.9 million, after a misread plate got a mother and four children detained at gunpoint. Leander pays about \$45,000 a year for this. One bad stop costs forty years of the contract — and it's our officers standing at that car door when the alert turns out to be wrong.

Then there's the other failure mode. The Washington Post reviewed fifty cases of officers caught misusing this exact network. Twenty-six — fifty-two percent, more than half — were men using it to track their wives, girlfriends, or exes. Nothing about Leander makes us exempt from that pattern. It's not about who's behind the badge here — it's what happens anywhere this system runs without real oversight.

Our department already proved it doesn't need this tool to do good work. Let's not hand good officers a system this unreliable, and this easy to misuse, and call it protecting them. Pause the program. Cancel the contract. Bring it back only with real oversight, warrants for searches, and proof — not promises — that it's worth the risk.

Katherine Dondanville

405 Dream Catcher Dr.

Leander, TX 78641

Public Comment, Leander City Council, September 3, 2026

Good evening, Council. My name is John Foreman, and I'm a Leander resident.

Last week, our neighbors in Pflugerville voted unanimously to terminate their contract with Flock Safety and physically covered every camera in town. Why? A resident's records request showed that 459 outside agencies, some from other states, ran nearly 1.6 million searches through Pflugerville's cameras in six months. Pflugerville's own police ran about 5,000. That's over 300 outside searches for every local one, on a system the city was told had national sharing turned off.

Flock is a private, for-profit company running roughly 20 billion vehicle scans a month nationwide. When a city signs with Flock, it isn't buying a tool. It's feeding a commercial mass surveillance network it does not control, cannot audit in real time, and, as Pflugerville learned, cannot trust to honor its own settings. Pflugerville ISD dropped them too, and a Lufkin officer now faces criminal charges for abusing the database.

Leander should not spend one tax dollar building a permanent record of where law-abiding residents drive, worship, see their doctors, and park at night, held by a vendor with a proven record of sharing that data far beyond what was agreed. If Pflugerville, right next door, decided this company can't be trusted, Leander should reach the same conclusion before we're the next cautionary headline.

I ask this Council to reject any Flock contract, and if one exists, to terminate it and demand a full audit of who has searched Leander data. Thank you.



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Edgewood Phase 2, Section 2 (PICP-24-0145) to include streets, drainage, water, and wastewater.

BACKGROUND:

Approximately \$6,750,609.75 in required public infrastructure improvements for Edgewood Phase 2, Section 2 have been installed, inspected, and are substantially completed. All documentation required for acceptance of this project has been received, including record drawings, a statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two (2) year term maintenance bond. Edgewood Phase 2, Section 2 consists of 45.28 acres and is an extension of the Edgewood Subdivision that includes 114 single-family lots and is surrounded by the ETJ.

The completed public infrastructure will provide the legal subdivision of the property with access to City-provided public services like – transportation, water, wastewater for orderly, safe and healthful development to promote the health, safety and general welfare of the property. This infrastructure also promotes the extension of water, wastewater, and roadway networks to adjacent properties to support future developments and residents.

The maintenance bond will commence the two (2) year term upon City Council acceptance, as anticipated, on September 17, 2026, which will provide warranty and maintenance coverage for the public infrastructure improvements through September 17, 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 recommend City Council accept the public infrastructure improvements for Edgewood Phase 2, Section 2 (PICP-24-0145) to include streets, drainage, water, and wastewater.

PRESENTER:

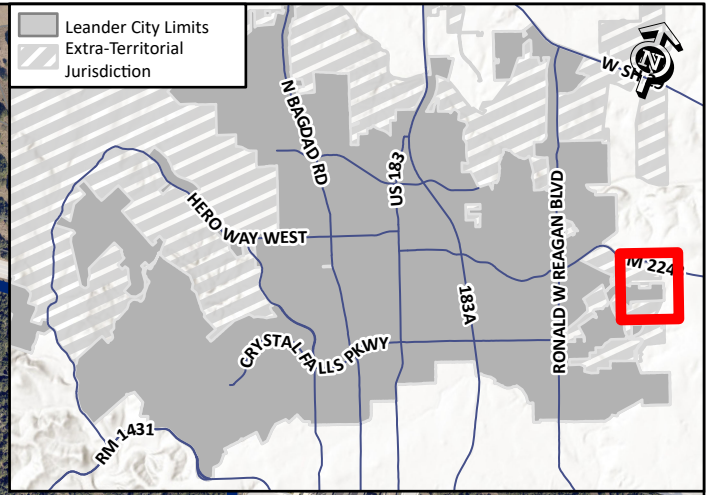
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

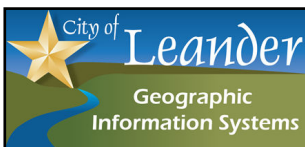
1. Edgewood 2-2 Acceptance Documents

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.

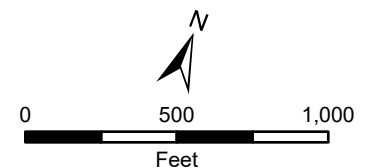


SUBDIVISION ACCEPTANCE

Edgewood Ph 2 Sec 2 - PICP-24-0145



- Accepted Subdivision
- City Limits
- Extra-Territorial Jurisdiction



Engineer's Concurrence for Project Acceptance

Project: Edgewood Phase 2, Section 2 **Date:** 08/03/2026

City of Leander Issued Permit Number: PICP-24-0145

<u>Owner's Name & Address</u>	<u>Consultant Engineer's Name & Address</u>
<u>M/I Homes of Austin, LLC</u>	<u>Alex Granados</u>
<u>7600 N. Capital of Texas Hwy</u>	<u>501 S. Austin Ave, Ste 1310</u>
<u>Bldg C, Ste 250, Austin TX 78731</u>	<u>Georgetown TX 78626</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.



08/03/2026

(SEAL)

Alejandro E. Granados Rico

Signature

Alejandro E. Granados Rico

Typed Name

Kimley-Horn and Associates, Inc.

Engineering Firm Name

F-928

Registered Engineering Firm Number

May 20, 2026

Kyle Kriegel
M/I Homes of Austin, LLC
7600 N. Capital of Texas Hwy., Bldg. C, Ste. 250
Austin, Texas 78731

Re: Edgewood Phase 2 – Section 2

INSPECTION COMPLETED – NO VIOLATIONS

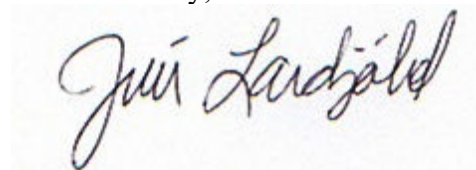
Dear Kyle:

This report presents the findings of the on-site inspection for the Edgewood Phase 2 – Section 2 Project in Leander, Texas for compliance with the Texas Accessibility Standards (TAS) Rule 68.102 and the Public Right-of-Way Accessibility Guidelines (PROWAG). This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on May 19, 2026.

All of the pedestrian elements in the public right-of-way were found to be in compliance with TAS Rule 68.102 and the Public Right-of-Way Accessibility Guidelines. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

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

Sincerely,

A handwritten signature in black ink that reads 'Jesús Lardizábal'.

Jesús Lardizábal, RAS #1051
President

MAINTENANCE BOND
Subdivision Improvements
539558D

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, LLC
as Principal, whose address is 410 Fannin Avenue, Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Six Hundred Seventy-Five Thousand Sixty and 98/100 Dollars (\$675,060.98) 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 Edgewood Phase 2, Section 2, PICP-24-0145- Street Improvements, Wastewater Improvements, Water Improvements, and Drainage Improvements (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.

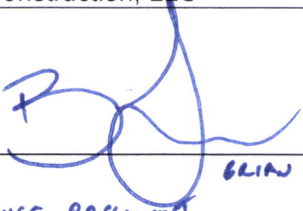
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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 8th day of July, 2026.

JL Gray Construction, LLC

Principal

By: 

Title: VICE PRESIDENT

Address: 410 Fannin Avenue

Round Rock, TX 78664

Westfield Insurance Company

Surety

By: 

Title: Attorney-in-Fact

Address: 2255 Ridge Road, Ste 333

Rockwall, TX 75087

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

Jack Nottingham

2255 Ridge Road, Ste 333, Rockwall, TX 75087

(Seal)

General
Power
of Attorney

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

CERTIFIED COPY

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

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

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

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

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

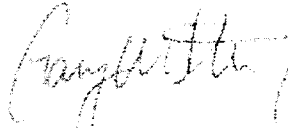
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:


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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **8th** day of **July** A.D., **2026**.




Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

7. PREMIUM OR CLAIM DISPUTES:

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

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

Final Cost and Quantities

June 26, 2026
Emily Truman, PE, CFM, PMP
City of Leander
201 N. Brushy St.
Leander, TX 78641

Re: Edgewood Phase 2, Section 2, PICP-24-0145, City of Leander – Final Cost and Quantities U1
Leander, Williamson County, Texas

Dear Ms. Truman:

We would like to post fiscal for the remaining improvements for Edgewood Phase 2, Section 2, in order to record the plat.

Final Plat Legal Name: Edgewood Phase 2, Section 2
Name on Approved Construction Documents: Edgewood Phase 2, Section 2, PICP-24-0145
Name on Bank Bond for fiscal posting: Westfield Insurance Company

Cost Categories	Amount (total)
Streets	\$ 973,203.75
Stormwater/Drainage	\$ 2,684,674.75
Water	\$ 688,125.00
Wastewater	\$ 2,130,591.25
Streetlights	\$ 274,015.00
Total	\$ 6,750,609.75**

**Note that this total differs from the pay application from the contractor as it excludes private electrical work, private gas work and masonry walls that were part of Edgewood Phase 2, Section 2. These items were removed from the estimate.

Total Improvements = \$6,750,609.75**
Maintenance Bond (10%) = **\$675,060.98**

Sincerely,

Alejandro E. Granados Rico



Alex Granados, P.E.
Project Manager
TBPE F-928

Attachments: Engineer's OPC for Edgewood Phase 2 Section 2, Civil Contractor Pay Application No. 11

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

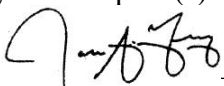
Project: Edgewood Ph 2 Sec 2

On receipt by the undersigned of a check from M/I Homes of Austin, LLC, in the sum of \$47,792.16 payable to JL Gray Construction, LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of M/I Homes of Austin, LLC, located at Edgewood Ph 2 Sec 2 to the following extent: Edgewood Ph 2 Sec 2.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to M/I Homes of Austin, LLC, as indicated in the attached statement(s) or progress payment requests(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer either has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Signature: _____  _____

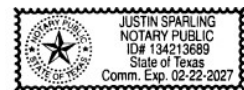
Date: 06/25/26

Company Name: JL Gray Construction, LLC

By (w/title): Jason Gray, President

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 25 day of June, 2026,
By Jason Gray (name), President (job title) of JL Gray Construction, LLC (company name),



NOTARY PUBLIC, STATE OF TEXAS

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

STATE OF TEXAS
COUNTY OF

Date: 06/08/26

Developer: M/I Homes of Austin, LLC

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

Project: Edgewood Ph 2 Sec 2

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 & Change Order #4, 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.

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 as of 6/8/26.

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, 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.

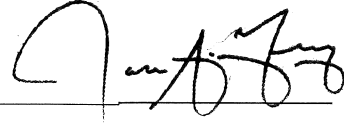
SUBSCRIBED AND SWORN TO BY Affiant on this 8 day of June, 2026.

Initialed: JL

PAGE 1 of 2

AFFIANT:

Signature: _____



Typed Name: Jason Gray

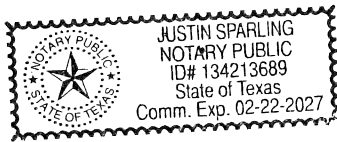
Title: President

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Jason Gray, 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 8 day of June, 2026.

[S E A L]



Notary in and for the State of Texas

Name: Justin Sparling

My commission expires: 02-22-27

Initialed: JS



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for the 675 Kauffman Loop subdivision (PICP-24-0176) to include sidewalks, water and wastewater.

BACKGROUND:

An estimated \$411,285.59 in subdivision infrastructure improvements, inclusive of sidewalks, water, and wastewater construction, required for the 675 Kauffman Loop property have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of the subdivision infrastructure has been received, including record drawings, a statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, an 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 September 17, 2026, which will provide warranty and maintenance coverage for the infrastructure improvements through September 17, 2028. The Engineering Department will perform a formal inspection of the improvements approximately 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 provision of this public infrastructure ensures that this legal subdivision of property has access to City-provided utility services such as water and wastewater, as well as drainage infrastructure, to support and facilitate orderly development and overall general welfare and public safety. These improvements will also extend City infrastructure along SH 29 and provide essential water and wastewater to serve both future commercial development along SH 29 and the residential areas located on the south side of the development. These utilities were extended from the developed HEB to the west and will provide service for future developments located to the east.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend City Council accept the public infrastructure improvements for 675 Kauffman Loop Improvements (PICP-24-0176) to include sidewalks, water, and wastewater.

PRESENTER:

Emily Truman, P.E., CFM, PMP

Fiscal Impact

Attachments:

1. PICIP-24-0176 675 Kauffman Lp Acceptance Documents

Leander City Limits
Extra-Territorial
Jurisdiction

N. BAGDAD RD
US 183
CRISTAL FALLS PKWY
RM 1431
RM 2243
RONALD W. REAGAN BLVD

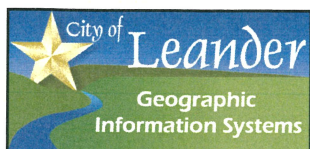
HERO WAY WEST

W. SH

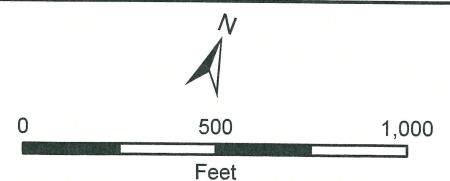
North Arrow



675 Kauffman Loop - PICIP-24-0176



-  Accepted Subdivision
-  City Limits
-  Extra-Territorial Jurisdiction



Engineer's Concurrence for Project Acceptance

Project: 675 KAUFFMAN LOOP - PUBLIC IMPROVEMENT CONSTRUCTION PLANS **Date:** 07/30/26

City of Leander Issued Permit Number: PICP-24-0176

Owner's Name & Address

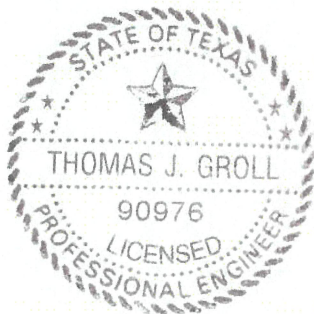
675 KAUFMAN LP
7801 N. CAPITOL OF TEXAS HWY, SUITE 390
AUSTIN, TX 78731

Consultant Engineer's Name & Address

TOM GROLL ENGINEERING, PC
5208 PRYOR LANE
AUSTIN, TX 78734

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

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



(SEAL)

Thomas J. Groll, P.E.
Signature

Thomas J. Groll, P.E.
Typed Name

Tom Groll Engineering, PC
Engineering Firm Name

9799
Registered Engineering Firm Number

LONE STAR ACCESS, INC.

REGISTERED ACCESSIBILITY SPECIALISTS • PLAN REVIEWS • INSPECTIONS • FACILITY ASSESSMENTS

Ms. Stefani Martinez
Land Development Project Manager
Sloan Sawyer Construction
Email: Stefani@sloansawyerconstruction.com

July 16, 2026

Re: TAS Assessment of Public Sidewalk located within the Public Right-of-Way at
675 Kauffman Loop
Georgetown, TX

TAS Consulting Letter

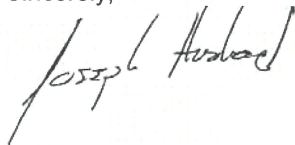
Dear Ms. Martinez,

I performed a TAS Assessment on July 14, 2026 focusing on two newly constructed sidewalk segments that are located within the limits of the Public Right-of-Way to determine conformance with the requirements of the 2012 Texas Accessibility Standards (TAS). One sidewalk segment extends parallel to Kaufman Loop eastward from the property line on the west side of 675 Kauffman Loop to an area west of a planned future driveway. The other sidewalk segment extends parallel to Kauffman Loop eastward from an area near the east side of a planned future driveway to an area assumed to be the east property line at 675 Kauffman which is one sidewalk panel beyond the east side of a fire hydrant.

To the best of my knowledge and ability, these two new sidewalk segments have been constructed in substantial compliance with the requirements of the 2012 TAS. The requirements of TAS are intended to be consistent with the requirements of the 2010 ADA Standards for Accessible Design (ADA).

If you have any questions regarding these observations, please contact me.

Sincerely,



Joseph Husband
Registered Accessibility Specialist 27
Email: info.lonestaraccess@gmail.com

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS

§

Bond No. A000320

COUNTY OF WILLIAMSON

§

KNOW ALL BY THESE PRESENTS, that J W Capital Partners, LLC
as Principal, whose address is 7801 N Capital of TX Hwy., Ste. 390, Austin, TX 78731 and
Lexington National Insurance Corporation a Corporation organized under the
laws of the State of Florida, 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 Forty-one Thousand One Hundred Twenty-eight & 56/100 Dollars
(\$ 41,128.56) 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 675 Kauffman Loop - Leander, Texas 78642
Project # PICP-24-0176 - Site Work, Water (Fire & Domestic), & Wastewater improvements (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 Obligees may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligees 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 Obligees and compliant with the Obligees' ordinances conditioned to guarantee for the period of one (1) year after the Obligees' 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 Obligees upon demand all loss and expense, including attorneys' fees, incurred by the Obligees 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.

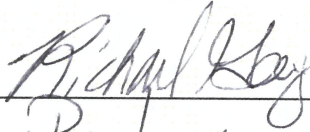
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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 5th day of August, 2026.

J W Capital Partners, LLC

Principal

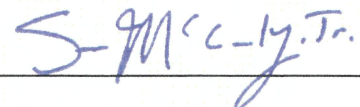
By: 
Title: Partner

Address: 7801 N Capital of TX Hwy., Ste. 390,

Austin, TX 78731

Lexington National Insurance Corporation

Surety

By: 
Title: Sean McCauley, Jr, Attorney-in-Fact

Address: P.O. BOX 6098,

Lutherville, MD 21094

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

McCauley Bond Agency ATTN: Sean McCauley, Jr

5710 LBJ FWY., Suite 235, Dallas, TX 75240

(Seal)

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

**Sean McCauley, Jr, Samuel Duckett, Bridget Truxillo, Sarah Timmons,
Ashlyn Simchik, Jarrod Yost, Liam Hackett, Sterling Ward**

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditions, obligations, undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the Chief Executive Officer, President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

State of Maryland
County of Harford County, SS


Ronald A. Frank, CEO



Before me, a notary public personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

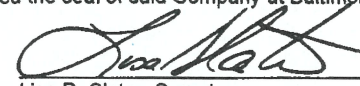
Commission Expires: 01/08/28


Notary



I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 9th day of September, 2024.


Lisa R. Slater, Secretary

Attached to bond signed this 5th day of August, 2026

F:\UnitPower of Attorney form CS 2021 with Watermark Seal

Texas Department of Insurance

Amended Certificate of Authority

License no. 95840

Licensed since: October 14, 2003

Department Certification

Lexington National Insurance Corporation
(foreign stock casualty company)
organized under the laws of the state of Florida

This entity has complied with the laws of the state of Texas, as applicable, and is authorized to transact the following lines of insurance:

Fidelity Surety, Liability other than Auto

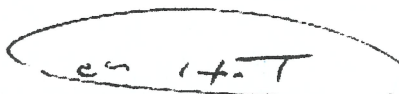
This amended certificate of authority is in full force and effect until it is revoked, canceled, or suspended according to law.

Given under my hand and official seal of office
in the city of Austin,

July 21, 2018

KENT C. SULLIVAN
COMMISSIONER OF INSURANCE

BY



Jeff Hunt, Director
Company Licensing and Registration
Commissioner's order no. 3632



Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Lexington National Insurance Corporation

To get information or file a complaint with your insurance company:

Call: Mark Holtschneider at 410-625-0800

Toll-free: 410-625-0800

Online: lexingtonnational.com

Email: mark@lnic.com

Mail: Lexington National Insurance Corporation, 11426 York Road, 2nd Floor, Cockeysville, Maryland 21030

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149101, Austin, TX 78714-9091

July 31, 2026

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

To Whom It May Concern;

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

Final Plat Legal Name as Recorded: 675 KAUFFMAN LOOP

Name on Approved Construction Documents:

PUBLIC IMPROVEMENT CONSTRUCTION PLANS FOR 675 KAUFFMAN LOOP

Name on Bank Bond for Fiscal Posting: McCauley Bond Agency
5710 LBJ Freeway, Suite 235
Dallas, TX 75240

COSTS CATEGORIES	AMOUNT
Sidewalks	\$22,219.80
Water	\$261,303.74
Wastewater	\$127,762.05
TOTAL	\$411,285.59

Total Improvements = \$ 411,285.59
Maintenance Bond (10%) = \$ 41,128.56

Total Improvements = \$ 411,285.59
Currently Paid Inspection Fees = \$ 62,520.00
Inspection Fees (3.5%) = \$ 14,395.00
Insp. Fees to be Refunded = \$ 48,125.00

Thomas J. Groll, P.E.
Tom Groll Engineering, PC
5208 Pryor Lane
Austin, TX 78734
tomg@tg-eng.com
Firm #9799



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

STATE OF TEXAS
COUNTY OF

Date: 8/3/24

Developer: JW Capital Partners, LLC

Contractor/Material
Provider ("Affiant"): Sloan Sawyer Construction, LLC

Project: PICP-24-0176

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 3 day of August 2024

Initialed: 

PAGE 1 of 2

AFFIANT:

Signature

Karla Martinez

Typed Name:

Karla Martinez

Title:

managing member

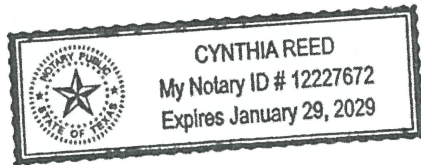
STATE OF TEXAS

COUNTY OF Texas

BEFORE ME the undersigned authority on this day personally appeared Karla Martinez, 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 3 day of Aug 2021

[SEAL]



Notary in and for the State of Texas

Name:

Cynthia Reed

My commission expires:

Jan 29, 2029

Initialed:

mm



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Approval of the termination of a drainage easement (ESMT-26-0159) located within the Blockhouse Creek Farm - Leander Subdivision, more particularly described as 0.3127 acres out of Williamson Central Appraisal District Parcel R629336, and generally located at 2501 Niles Drive, Leander, Williamson County, Texas; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Blockhouse Creek Farm Multi-family project (SD-25-0324) has a drainage easement that was established during the original development. Construction is complete and includes 347 apartment units. The property to the east is undeveloped land zoned for commercial use. A recent survey to document actual construction indicated that one of the multi-family structures and surrounding flat work were constructed within the existing easement. It is necessary to vacate the existing easement and secure the dedication of a new easement to address the encroachments and secure appropriate easements that correspond to the on-site drainage improvements that were actually constructed.

Should the City Council vote to vacate the existing easement, the vacation instrument will be filed with Williamson County. A new, replacement easement that corresponds with actual constructed drainage improvements will be filed concurrently. The new easement does not require City Council action.

HISTORY/TIMELINE:

12/27/2024– Easement Recorded

APPLICANT/AGENT:

GarzaEMC, LLC (Jonah Mankovsky) on behalf of Ryan BB-Block House Creek, LLC (Lisa Kro)

RECOMMENDATION:

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

1. Approve the proposed easement vacate; or
2. Deny the easement vacate.

City staff recommend that City Council approve Option # 1 listed above – approve the proposed easement vacate. This easement will be replaced with a new easement upon approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. ESMT-26-0159 Drainage Utility Easement Release - Blockhouse Creek
2. ESMT-26-0159 Drainage Utility Easement Recorded - Blockhouse Creek
3. ESMT-26-0159 Blockhouse Creek - Aerial Map 09.10.2026

RELEASE AND TERMINATION OF DRAINAGE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, by easement, recorded under Document No. 2024102639 (the “Original Instrument”) of the Official Records of the Williamson County Deed Records, the Ryan BB-Block House Creek, LLC conveyed a drainage easement (the “Original Easement”) over 0.3127 acres of that certain property described as Blockhouse Creek Farm – Leander located in the City of Leander, Williamson County, Texas recorded in 2022039313 of the Official Records of Williamson County, Texas, that certain real property marked and shown as the Easement on the attached Exhibit "A"; and

WHEREAS, the City of Leander (the “City”) has determined that the Easement is no longer necessary for use by the City and that no City infrastructure is located in the Easement;

WHEREAS, the City desires to terminate and grant a release of the City’s interest in the Easement; and

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the Property, or any portion thereof, the City has **RELEASED AND TERMINATED** and, by these presents, does **RELEASE AND TERMINATE** the Easement. By execution hereof, the City confirms and acknowledges the Easement will be of no further force or effect.

EXECUTED TO BE EFFECTIVE the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary
P.O. Box 319
Leander, Williamson County, TX 78646
Williamson County

Todd Parton, City Manager
P. O. Box 319
Leander, Williamson County, TX 78646
Williamson County

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 20__.

[Seal]

Notary Public in and for the State of Texas
My Commission Expires: _____

AFTER RECORDING RETURN TO:
City of Leander
Attention: City Secretary
P.O. Box 319
Leander, Texas 78646



DRAINAGE EASEMENT

DATE: December 20, 2024

GRANTOR: Ryan BB-Block House Creek, LLC

GRANTOR'S MAILING ADDRESS (including County):
533 South Third Street, Suite 100
Minneapolis, MN 55415
Hennepin County

GRANTEE: The City of Leander, Texas

GRANTEE'S MAILING ADDRESS (including County):
P.O. Box 319
Leander, Texas 78646
Williamson County

LIENHOLDER: First Horizon Bank, a Tennessee Banking Corporation

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

PROPERTY:

A 13,623 square foot drainage easement, containing 0.3127 acres, more or less, located in Williamson County, Texas, said easement being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a non-exclusive, perpetual easement for the purpose of allowing water from adjacent properties to drain onto and across the **PROPERTY** and for placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures, facilities, or improvements reasonably necessary and useful for drainage, conveyance and treatment of storm water run-off, the City's drainage system, and the supplying of other public utility services (the "Facilities") in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto.

This Drainage Easement is subject to the following covenants:

1. Grantor has the right to place, construct, operate, repair, replace and maintain driveways, walkways, parking, and landscaping on, over and across the Property, and to dedicate and grant public or private easements for such purposes, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein; provided that such improvements

must be installed in accordance with applicable laws, ordinances, and regulations, and provided further that Grantee shall not be responsible for any damage or injury to such improvements that are caused by Grantee's activities under this Drainage Easement. Grantor may not construct any building, fences, walls, or similar improvements on the Property.

This Drainage Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of **Williamson** County, Texas, or apparent on the ground.

The covenants and terms of this Drainage Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, subject to the exceptions set forth above.

In the event the Grantee places structures to accomplish the purpose of the easement granted herein, Grantee shall be obligated to restore or replace to a good and functioning condition the improvements on the Property which have been removed, relocated, altered, damaged or destroyed as a result of Grantee's use of the Property.

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

GRANTOR:

Ryan BB-Block House Creek, LLC

By: Ryan Block House Creek Member, LLC

By: Brian C. Murray

Brian C. Murray, Manager

533 South Third Street, Suite 100

Minneapolis, MN 55415

THE STATE OF MINNESOTA §
COUNTY OF HENNEPIN §

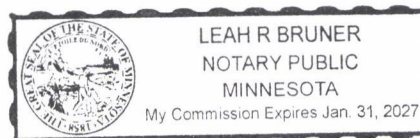
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Brian C. Murray Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of December, 2024.

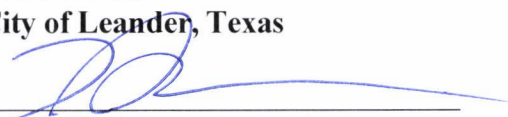


Notary Public in and for the County of Hennepin, Minnesota

My Commission Expires 11/31/2027



GRANTEE:
City of Leander, Texas

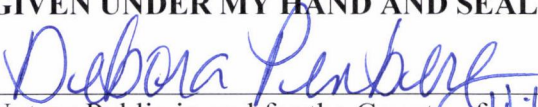


Todd Parton
City Manager
P.O. Box 319
Leander, Texas 78646

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

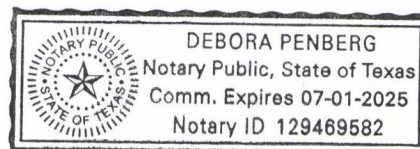
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Todd Parton** Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of Dec, 2024



Notary Public in and for the County of Williamson Texas

My Commission Expires 07/01/2025



AFTER RECORDING RETURN TO:

City of Leander
Attention: City Secretary
P.O. Box 319
Leander, Texas 78646

LIENHOLDER'S SUBORDINATION
TO DRAINAGE EASEMENT

Date: December 18, 2024

Lienholder: First Horizon Bank, a Tennessee Bank Corporation

Deed of Trust

Date: March 31, 2022

Grantor: Ryan BB-Block House Creek, LLC

Grantor/Beneficiary: J.W. Jolly, as Trustee and first Horizon Bank, as Beneficiary

Recording Information: Volume 2022040999, Page 29,
 Official Records, Williamson County, Texas

The property subject to the foregoing Drainage Easement includes all or part of the property encumbered by the deed of trust, and Lienholder owns the deed of trust lien and the debt it secures. Lienholder subordinates the deed of trust lien, and any vendor's lien owned by Lienholder, to the Drainage Easement from and after this date, and ratifies the Drainage Easement.

If the deed of trust lien is foreclosed and the property is sold under any terms of the deed of trust, that sale of the property will not affect the Drainage Easement.

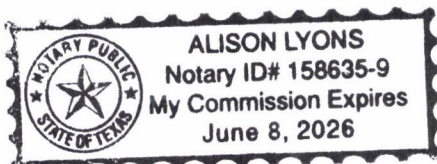
LIENHOLDER:
FIRST HORIZON BANK

By: Christina Blackwell
Its: S.V.P.

THE STATE OF TEXAS)
COUNTY OF Harris)

This instrument was acknowledged before me on the 18 day of December, 2024, by Christiana Blackwell, of First Horizon Bank, a Corporation incorporated in or authorized to do business in Texas, 1) known to me; 2) proved to me on the oath of Christiana Blackwell or 3) proved to me through his Texas driver's license number _____ to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed same for the purposes and consideration therein expressed by and on behalf of said Corporation.

Given under my hand and seal of office this 18 day of December, 2024.



Alison Lyons
Notary Public, State of Texas

EXHIBIT " A "

DESCRIPTION OF A 15 FOOT DRAINAGE EASEMENT, BEING A 0.3127 ACRE (13,623 SQ. FT.) TRACT OF LAND, SITUATED IN THE WALTER CAMPBELL SURVEY, ABSTRACT NO. 3, WILLIAMSON COUNTY, TEXAS. BEING A PORTION OF THAT CALLED LOT 1, BLOCKHOUSE CREEK FARM-LEANDER SUBDIVISION, A SUBDIVISION OF RECORD, CALLED 33.0880 ACRES, RECORDED IN DOCUMENT NO. 2022039313, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the northwest corner of that called Ronald Reagan Boulevard, (aka County Road No. 272), a variable width right-of-way, same being the southwest corner of that called 1.893 acres, described in a deed to Williamson County, recorded in Document No. 2002057625, Official Public Records Williamson County, Texas, the southeast corner of a 25 foot wide right-of-way, called 0.7404 acres, recorded in Document No. 2022039313, Official Public Records Williamson County, Texas and a northeast corner of Niles Drive, a 25 foot wide right-of-way.

THENCE with the arc of a curve to the right a distance of 25.02 feet, through a central angle of 00°05'02", having a radius of 17,084.73 feet, and whose chord bears N23°53'43"W, a distance of 25.02 feet to a calculated point for a northeast corner of said 25 foot right-of-way, called 0.7404 acres, same being a southeast corner of Lot 4, called 3.0130 acres, described in a deed to Joseph Land and Cattle Co, Ltd, of said Blockhouse Creek Farm-Leander Subdivision and the west line of that called 1.893 acres, described in a deed to Williamson County, recorded in Document No. 2002057625, Official Public Records Williamson County, Texas,

THENCE leaving said common line, along the common line of said Lot 4, called 3.0130 acres and said 25 foot right-of-way, called 0.7404 acres, S 69°12'21" W, a distance of 322.50 feet, passing a calculated point for the southwest corner of said Lot 4, called 3.0130 acres, same being the southeast corner of Lot 2, called 4.405 acres, of said Blockhouse Creek Farm-Leander Subdivision, continuing a total of 611.20 feet to a calculated point for the southwest corner of said Lot 2, called 4.405 acres, same being the southeast corner of Lot 1, called 33.0880 acres, described in a deed to Ryan BB-Block House Creek, LLC, recorded in said Blockhouse Creek Farm-Leander subdivision,

THENCE continuing along the common line of said 25 foot right-of-way, called 0.7404 acres and said Lot 1, called 33.0880 acres, S 69°12'21" W, a distance of 10.37 feet to a calculated point for the southeast corner and the **POINT OF BEGINNING** of the tract described herein;

THENCE continuing along the common line of said Lot 1, called 33.0880 acres and said 25 foot right-of-way, called 0.7404 acres, S 69°12'21" W, a distance of 15.00 feet to a calculated point for the southwest corner of the tract described herein,

THENCE leaving said common line, over and across said Lot 1, called 33.0880 acres, the following ten (10) courses and distances:

1. N 21°46'31" W, a distance of 210.00 feet to a calculated point,
2. N 19°09'47" W, a distance of 193.87 feet to a calculated point,
3. N 66°10'32" W, a distance of 40.53 feet to a calculated point,
4. N 21°20'51" W, a distance of 71.24 feet to a calculated point,
5. N 66°17'17" W, a distance of 22.15 feet to a calculated point,

6. S 68°42'43" W, a distance of 202.04 feet to a calculated point,
7. N 66°18'00" W, a distance of 41.36 feet to a calculated point,
8. N 21°20'51" W, a distance of 64.83 feet to a calculated point,
9. N 66°17'13" W, a distance of 16.45 feet to a calculated point, and
10. N 21°20'51" W, a distance of 45.91 feet to a calculated point in the common line of Hazlewood Subdivision, Phase 4B, a subdivision of record, recorded in Document No. 2015053374, Official Public Records Williamson County, Texas, and the north line of said Lot 1, called 33.0880 acres, and the northwest corner of the tract described herein.

THENCE along the common line of said Hazlewood Subdivision, Phase 4B and said Lot 1, called 33.0880 acres, N 70°57'31" E, a distance of 15.01 feet to a calculated point for the northeast corner of the tract described herein,

THENCE leaving said common line, over and across said Lot 1, called 33.0880 acres, the following ten (10) courses and distances:

1. S 21°20'51" E, a distance of 39.10 feet to a calculated point,
2. S 66°17'13" E, a distance of 16.45 feet to a calculated point,
3. S 21°20'51" E, a distance of 64.83 feet to a calculated point,
4. S 66°18'00" E, a distance of 28.94 feet to a calculated point,
5. N 68°42'43" E, a distance of 202.04 feet to a calculated point,
6. S 66°17'17" E, a distance of 34.57 feet to a calculated point,
7. S 21°20'51" E, a distance of 71.26 feet to a calculated point,
8. S 66°10'32" E, a distance of 40.87 feet to a calculated point,
9. S 19°09'47" E, a distance of 200.05 feet to a calculated point, and

10. S 21°46'31" E, a distance of 209.91 feet to the **POINT OF BEGINNING** of the tract described herein and containing 0.3127 acre (13,623 sq. ft.) of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances shown hereon at grid distances.

Sketch 51089_R1 of even date to accompany this legal description.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Donald J. Zdancewicz, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Building Two, Ste. 100
Austin, Texas 78735
TX Firm Registration No. 10064300



10/31/2024

Donald J. Zdancewicz Date
Registered Professional Land Surveyor
RPLS No. 6687 – State of Texas





SCALE: 1"=60'
WALTER CAMPBELL SURVEY
ABSTRACT NO. 3

GRID NORTH
N

MATCHLINE SHEET 5 OF 7

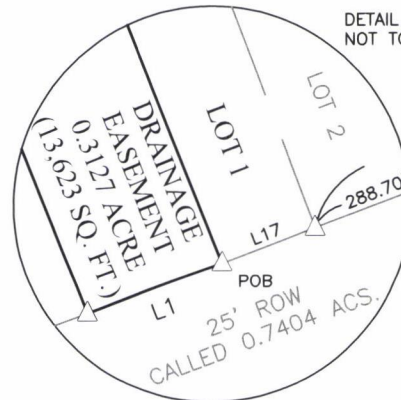
JOSEPH LAND &
CATTLE CO. LTD.
LOT 2
CALLED 4.405 ACRES

DRAINAGE
EASEMENT
0.3127 ACRE
(13,623 SQ. FT.)

RYAN BB-BLOCK
HOUSE CREEK LLC
LOT 1

BLOCKHOUSE CREEK FARM-LEANDER
CALLED 33.0880 ACRES
DOC. NO. 2022039313
O.P.R.W.C.TX.

25' RIGHT-OF-WAY
CALLED 0.7404 ACRES
DOC. NO. 2022039313
O.P.R.W.C.TX.



NILES DRIVE
(25' RIGHT-OF-WAY)

MATCHLINE SHEET 6 OF 7

JOB NUMBER: 1022069488
DATE: 08/2024
SCALE: 1"=60'
SURVEYOR: DZdancewicz
TECHNICIAN: T.Nelson
DRAWING: SK51089_R1.DWG
TRACT ID: N/A
PARTYCHIEF: N/A
FIELDBOOKS: N/A

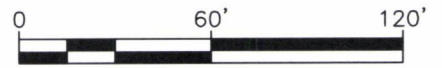


4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: Cadence McShane Const.
Blockhouse

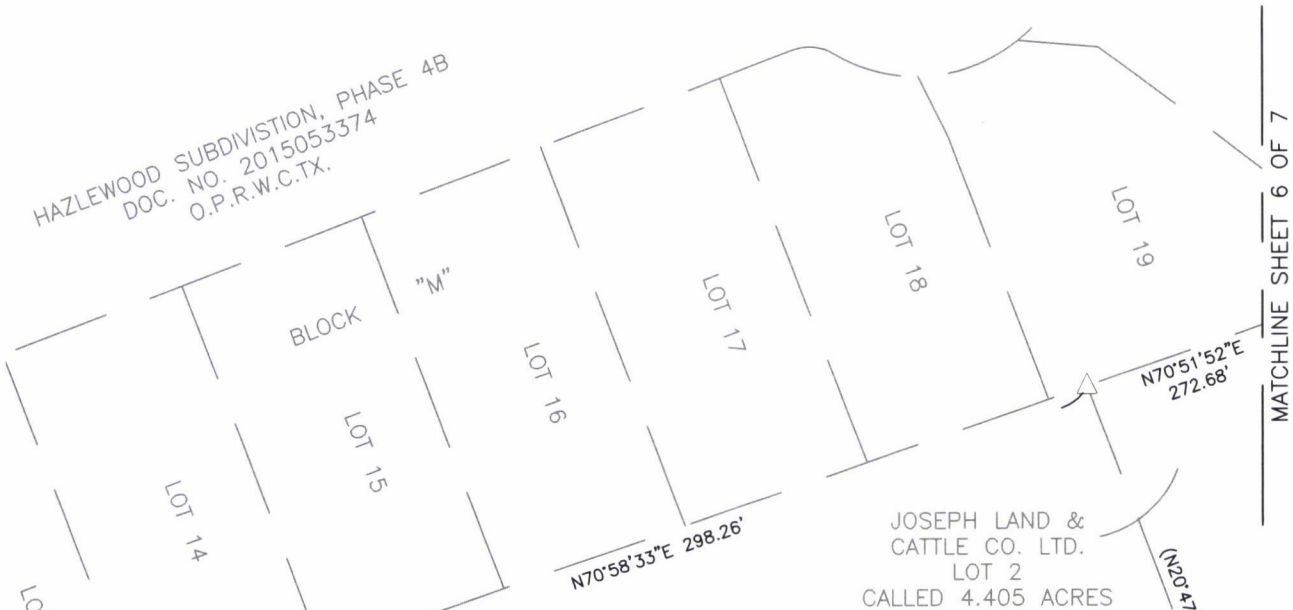
SHEET 4
OF 7



SCALE: 1"=60'
WALTER CAMPBELL SURVEY
ABSTRACT NO. 3

GRID NORTH

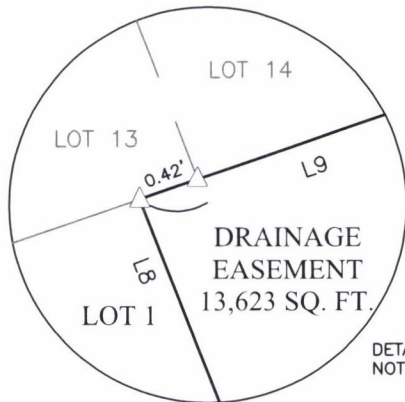
HAZLEWOOD SUBDIVISION, PHASE 4B
DOC. NO. 2015053374
O.P.R.W.C.TX.



RYAN BB-BLOCK
HOUSE CREEK LLC
LOT 1
CALLED 14.0424 ACRES

JOSEPH LAND &
CATTLE CO. LTD.
LOT 2
CALLED 4.405 ACRES

DRAINAGE
EASEMENT
0.3127 ACRE
(13,623 SQ. FT.)



DETAIL 'B'
NOT TO SCALE

BLOCKHOUSE CREEK FARM-LEANDER
CALLED 33.0880 ACRES
DOC. NO. 2022039313
O.P.R.W.C.TX.

JOB NUMBER: 1022069488
DATE: 08/2024
SCALE: 1"=60'
SURVEYOR: DZdancewicz
TECHNICIAN: T.Nelson
DRAWING: SK51089_R1.DWG
TRACT ID: N/A
PARTYCHIEF: N/A
FIELDBOOKS: N/A

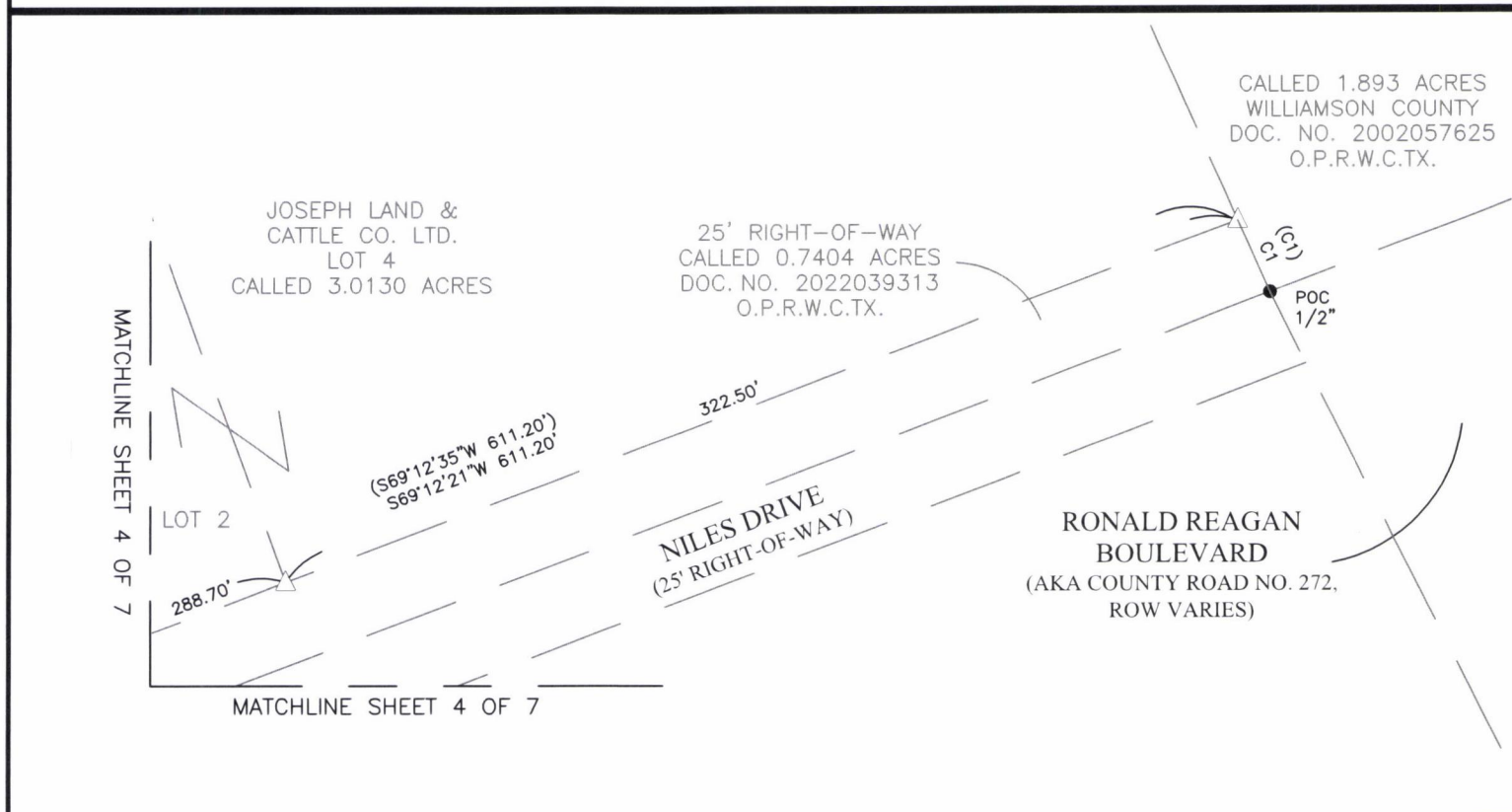
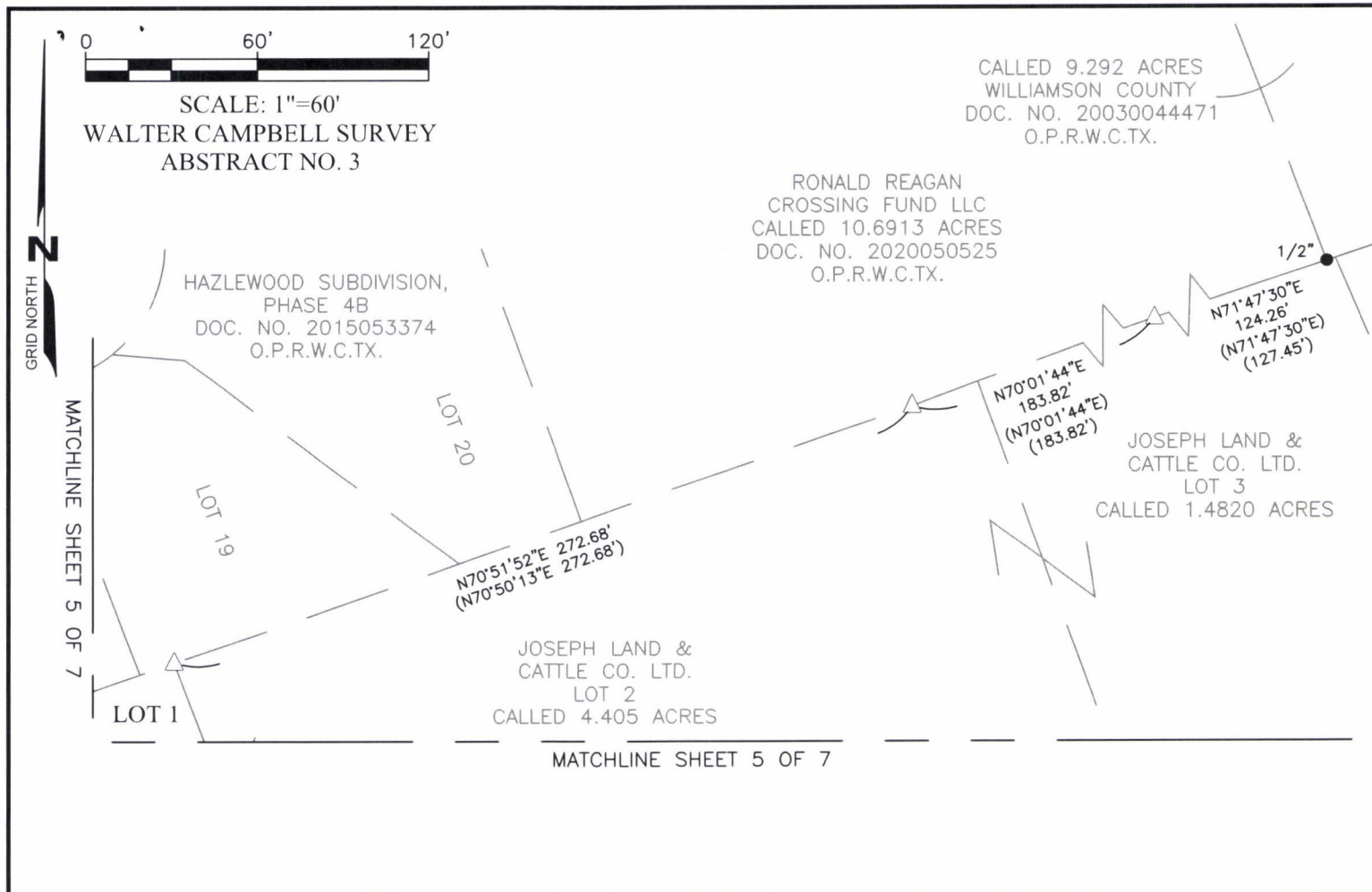


4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: Cadence McShane Const.
Blockhouse

SHEET 5
OF 7



JOB NUMBER: 1022069488
DATE: 08/2024
SCALE: 1"=60'
SURVEYOR: DZdancewicz
TECHNICIAN: T.Nelson
DRAWING: SK51089_R1.DWG
TRACT ID: N/A
PARTYCHIEF: N/A
FIELDBOOKS: N/A



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: Cadence McShane Const.
Blockhouse

SHEET 6
OF 7

DETAIL
PARENT TRACT
NOT TO SCALE

LOT 1

DRAINAGE
EASEMENT
0.3127 ACRE
(13,623 SQ. FT.)

BLOCKHOUSE CREEK FARM-LEANDER
CALLED 33.0880 ACRES
DOC. NO. 2022039313
O.P.R.W.C.TX.

WALTER CAMPBELL SURVEY
ABSTRACT NO. 3

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	S69°12'21"W	15.00'
L2	N66°10'32"W	40.53'
L3	N21°20'51"W	71.24'
L4	N66°17'17"W	22.15'
L5	N66°18'00"W	41.36'
L6	N21°20'51"W	64.83'
L7	N66°17'13"W	16.45'
L8	N21°20'51"W	45.91'
L9	N70°57'31"E	15.01'
L10	S21°20'51"E	39.10'
L11	S66°17'13"E	16.45'
L12	S21°20'51"E	64.83'
L13	S66°18'00"E	28.94'
L14	S66°17'17"E	34.57'
L15	S21°20'51"E	71.26'
L16	S66°10'32"E	40.87'
L17	S69°12'21"W	10.37'

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	000°05'02"	17084.73'	25.02'	N23°53'43"W	25.02'
(C1)	(0°05'02")	(17084.73')	(25.00')	(S23°53'42"E)	(25.00')

LEGEND

- △ - CALCULATED POINT
- - IRON ROD FOUND (SIZE NOTED)
- () - RECORD INFORMATION
- ROW - RIGHT-OF-WAY
- ACS - ACRES

O.P.R.W.C.TX. - OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS, OR OTHER MATTERS OF RECORD, NOT SHOWN HEREON. NO ADDITIONAL RECORDS RESEARCH WAS PERFORMED BY SAM.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE GRID BASED ON TEXAS STATE PLANE, CENTRAL ZONE (4203), GRID COORDINATES.
3. THIS SKETCH IS ACCOMPANIED BY A LEGAL DESCRIPTION OF EVEN DATE. FILE: FN51089

DONALD J. ZDANCEWICZ
REGISTERED PROFESSIONAL LAND SURVEYOR
RPLS NO. 6687 - STATE OF TEXAS

DATE

NO.	DATE	REVISION	BY
01	10/30/24	ADDED ACREAGE	TN

JOB NUMBER: 1022069488
DATE: 10/2024
SCALE: 1"=60'
SURVEYOR: DZdancewicz
TECHNICIAN: TNelson
DRAWING: SK51089_R1.DWG
TRACT ID: N/A
PARTYCHIEF: N/A
FIELDBOOKS: N/A



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: Cadence McShane Const.
Blockhouse

SHEET 7
OF 7

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2024102639

ESMT Fee: \$65.00
12/27/2024 10:50 AM OSALINAS

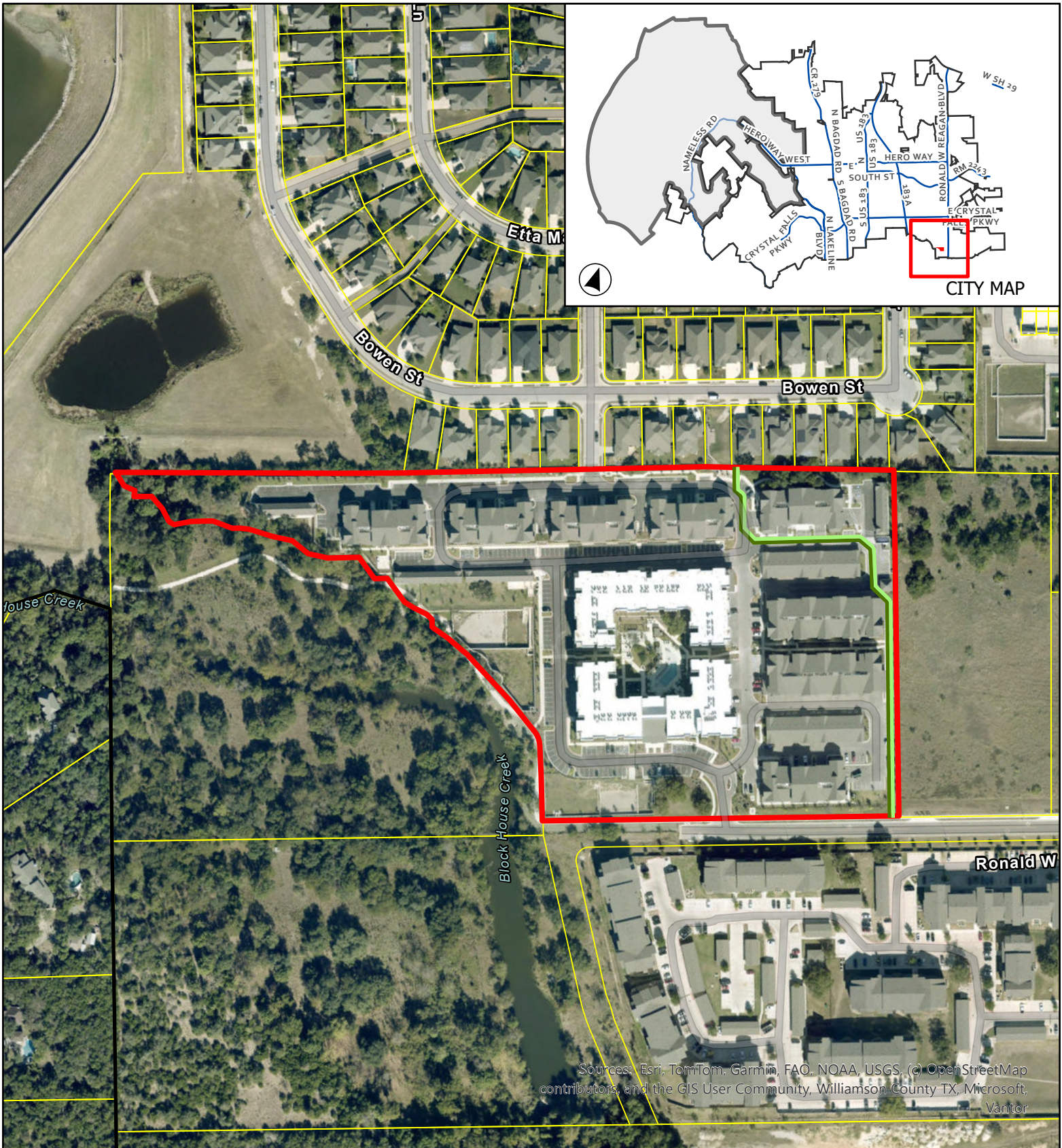
④
E

City of Leander
PO Box 319
Leander, TX 78646



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



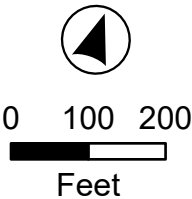
CASE: ESMT-26-0159

ATTACHMENT 3

BLOCKHOUSE CREEK

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
- Existing Easement



EXECUTIVE SUMMARY

9/17/2026

AGENDA SUBJECT:

Approval of an Interlocal Agreement (ILA) between the City of Leander and Capital Area Metropolitan Planning Organization (CAMPO) for development of the Safe Routes to School Plan (CIP T. 66); and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Capital Area Metropolitan Planning Organization (CAMPO) is the federally designated metropolitan planning organization responsible for coordinating regional transportation planning for the Austin area. Under CAMPO's Transportation Alternatives Set-Aside (TASA) project call, the City submitted a Safe Routes to School Plan (Plan) to enhance multimodal safety, connectivity, and accessibility around schools. This Interlocal Agreement (ILA) establishes CAMPO and the City of Leander's partnership to complete the Plan through technical analysis, public engagement, and agency coordination.

As noted in the ILA, CAMPO will form an advisory committee including the City, TxDOT, Williamson County, Travis County, City of Cedar Park, and other stakeholders as needed; and CAMPO will manage consultant procurement, deliverables, and contract administration with active City participation.

CAMPO will fund up to \$286,000.00 (80%) of the total \$357,500.00 planning cost, and the City will provide a local match of \$71,500.00 (20%) within 30 days of the execution of the Interlocal Agreement. The term of the agreement is 42 months and, upon completion, the City will track and report Plan implementation activities annually for three (3) years. All payments are subject to appropriation by the respective governing bodies.

Once the ILA is fully executed, key next steps will include: executing a professional services agreement with a qualified firm to perform the services listed in Attachment A Scope of Work and establishing the advisory committee.

HISTORY/TIMELINE:

October 2025 — CAMPO issued Transportation Alternatives Set-Aside (TASA) project call
January 2026 — The City of Leander submitted a Safe Routes to School Plan application

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend City Council approve the Interlocal Agreement with Capital Area Metropolitan Planning Organization (CAMPO) for development of the Safe Routes to School Plan (CIP T. 66); and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$71,500.00
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	One-Time
	Fund 55 - Transportation Bond Proceeds

Attachments:

1. ILA CAMPO Safe Routes to School Plan
2. Attachment A - Scope of Work - 07152026
3. CIP T.66 Project Sheet

INTERLOCAL AGREEMENT BY AND BETWEEN
THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
AND
CITY OF LEANDER
FOR
SAFE ROUTES TO SCHOOL PLAN

This interlocal agreement (“Agreement”) is made and entered into this ___ day of _____, 2026 (the “Effective Date”), by and between the Capital Area Metropolitan Planning Organization, a federally designated metropolitan planning organization with offices located at 8303 N. MoPac Expy, Austin, TX 78759 (“CAMPO”) and the City of Leander, a Texas Home Rule Municipal Corporation in Williamson and Travis Counties with offices located at 105 N. Brushy St., Leander, TX 78641 (“City”), pursuant to the authority granted thereto and in compliance with the provisions of the Interlocal Cooperation Act Chapter 791, Texas Government Code.

RECITALS

WHEREAS, the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 (the “Act”), provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and for the mutual benefit of the parties; and

WHEREAS, CAMPO is the federally designated metropolitan planning organization (MPO) for the Austin-Round Rock-Georgetown Metropolitan Area and is responsible for coordinating transportation planning and programming activities within its six-county region; and

WHEREAS, CAMPO issued a project call under its Transportation Alternative Set-Aside Program to solicit eligible projects that advance regional goals related to multimodal transportation and active transportation infrastructure; and

WHEREAS, in response to that project call, the City submitted the Safe Routes to School Plan (the “Plan”); and

WHEREAS, CAMPO and the City mutually recognize the public benefits of enhancing multimodal safety, connectivity, and accessibility around schools throughout the City; and

WHEREAS, the Safe Routes to School Plan will support local and regional priorities through technical analysis, public engagement, and coordination with agencies having jurisdiction, and will directly contribute to CAMPO’s long-range planning objectives and performance-based outcomes; and

WHEREAS, the Safe Routes to School Plan will help the City advance transportation infrastructure improvements near schools in design and construction phases of work; and

WHEREAS, the Texas Department of Transportation (“TxDOT”) has expressed support for the Safe Routes to School Plan; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. OBLIGATIONS OF CAMPO

A. CAMPO shall support and work to ensure the completion of the Safe Routes to School Plan, consistent with Attachment A – Scope of Work.

B. CAMPO will form an advisory committee for the Plan, including the City, TxDOT, Williamson County, Travis County, City of Cedar Park, and other stakeholders, as necessary, to guide the planning and execution process of the Plan.

C. CAMPO will manage all phases of development and administration of a consultant contract, including, but not limited to, procurement, contract execution, review and approval of deliverables, enforcement of contract terms and conditions, payment of invoices, and contract close-out. CAMPO will actively engage and partner with the City throughout the process to ensure that the final plan meets the needs of the City, CAMPO’s Transportation Policy Board, and other stakeholders.

D. CAMPO will coordinate with the City and other stakeholders on any proposed and/or necessary changes to any project schedule, public participation plan, and other related documents, prior to approval.

E. CAMPO will pay an amount not to exceed **\$286,000 or 80% of the total project costs of \$357,500** to cover planning services.

F. CAMPO shall maintain an accounting of the City’s contribution and shall use the contribution solely for costs properly attributable to the Plan.

G. Upon completion or termination of the Agreement, CAMPO shall provide the City a final accounting and refund any portion of the City’s contribution that has not been expended or irrevocably encumbered for authorized project costs.

II. OBLIGATIONS OF THE CITY

A. The City will actively work with CAMPO in the development of the Plan consistent with Attachment A – Scope of Work.

B. The City will remit to CAMPO **a single lump sum of \$71,500, or 20% of the \$357,500 total project cost**, as the local match for the Plan, within thirty (30) days of the effective date of this Agreement.

C. The City will participate in the consultant selection process including review of responsive proposals and participation by designated City representatives on any consultant evaluation committee and the planning process of the Plan, including CAMPO's standard 30-day public comment period.

D. The City will participate in all project meetings, including those related to grant management, project execution, and stakeholder engagement meetings as necessary, to ensure comprehensive organization representation throughout the project.

E. The City will reasonably consider all necessary steps to support adoption and implementation of the final deliverables for the Plan. Any adoption or implementation of the Plan, or any portion thereof, shall remain subject to the City's governmental discretion, applicable law, available funding, and any approval required from the Leander City Council.

F. For a period of three (3) years following the City's acceptance of the final Plan, the City will track and report annually to CAMPO on study implementation activities such as transportation investments, new development projects, public and private dollars invested, new policies established or amended, etc. The City shall not be required to independently collect information from private entities or expend additional funds to satisfy this reporting obligation.

III. PAYMENT

CAMPO and the City's payment obligations are payable only and solely from funds appropriated by the CAMPO Transportation Policy Board and the Leander City Council, respectively ("Appropriated funds"), and available for the purposes of performing this Agreement. The absence of appropriated funds or other lawfully available funds shall render this Agreement null and void to the extent funds are not appropriated or available. Within 45 days of the adoption and execution of this Agreement, the applicable party shall provide the other party written notice of the failure of the party's governing body to make adequate appropriation to pay for the amounts due under this Agreement, or the reduction of any appropriation to an amount insufficient to permit the applicable party to pay its obligation under this Agreement.

IV. COORDINATION WITH LOCAL AGENCIES

A. Stakeholder Involvement. TxDOT, Williamson County, Travis County, City of Cedar Park, CapMetro, and relevant school district representatives shall be invited to participate in technical coordination meetings, provide input throughout the process of the Plan, and review draft and final deliverables.

B. Agency Endorsement. Development of the Plan is supported and endorsed by TxDOT, as consistent with their regional mobility and planning goals and serving a public purpose.

V. TERM AND TERMINATION

A. This Agreement is effective on the date of the last party to sign. The Agreement terminates forty-two (42) months after the effective date, unless otherwise terminated pursuant to this Agreement.

B. If any party defaults in the performance of any terms or conditions of this Agreement the defaulting party shall have 30 days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time, then the offended party shall have the right without further notice to terminate this Agreement. If the City terminates this Agreement because of CAMPO's uncured default, CAMPO shall provide the City all completed and partially completed work product, a final accounting of project costs, and a refund of all City funds not expended or irrevocably encumbered before the date CAMPO received notice of default. CAMPO may retain a copy of all items delivered to the City in the event of any termination.

C. This Agreement may be terminated, in whole or in part, by any party whenever such termination is found to be in the best interest of any party. Any party shall provide written notification to the other party at least thirty (30) days in advance of the effective date of the termination. Upon receipt of a notice of termination, CAMPO shall direct the consultant to discontinue the affected work and shall take reasonable steps to avoid or minimize additional costs. CAMPO shall deliver to the City all completed and partially completed reports, data, maps, analyses, surveys, designs, electronic files, and other work product prepared through the effective date of termination. Within sixty (60) days after termination, CAMPO shall provide the City with a final accounting of project costs and shall refund any portion of the City's contribution that has not been expended or encumbered for authorized project costs. The City shall be responsible only for its proportionate share of eligible, properly documented, and noncancelable costs incurred before the effective date of termination, subject to the maximum contribution established by this Agreement. CAMPO may retain a copy of all items delivered to the City in the event of any termination.

D. All notices pursuant to this Agreement shall be deemed given when either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

CAMPO:

Ryan Collins
Interim Executive Director

Capital Area Metropolitan Planning Organization
8303 N. MoPac Expy
Austin, TX 78750
Email: ryan.collins@campotexas.org

with a copy to:

Will Lisska
Regional Planning Manager
Capital Area Metropolitan Planning Organization
8303 N. MoPac Expy
Austin, TX 78750
Email: will.lisska@campotexas.org

City of Leander:

Todd Parton
City Manager
105 N. Brushy St.,
Leander, TX 78641
Email: tparton@leandertx.gov

with a copy to:

Sarvesh Dhakal
Assistant City Engineer and Floodplain Administrator
PO Box 319
Leander, TX 78646
Email: sdhakal@leandertx.gov

VI. RESTRICTION ON LOBBYING

In accordance with 31 USC Section 1352, CAMPO and the City hereby certify that no Federal appropriated funds have been or will be paid by or on behalf of CAMPO and/or the City to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CAMPO and/or the City shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. CAMPO and/or the City shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly. CAMPO and its subcontractors shall require that the language of this certification be included in any subcontract exceeding \$100,000 by any tier in that any such subcontractor shall certify and disclose accordingly.

VII. INSPECTION OF WORK AND RETENTION OF DOCUMENTS

A. CAMPO when federal funds are involved, shall grant the U.S. Department of Transportation, the Texas Department of Transportation and any authorized representative thereof, the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

B. All records or materials required by or produced under this Agreement, including records produced by any subcontractor to CAMPO and/or the City shall be maintained for at least four (4) years after CAMPO and/or the City payment under this Agreement or the termination or expiration of this Agreement.

VIII. PROCUREMENT

In accordance with the Interlocal Cooperation Act, it is mutually agreed that all parties hereto shall conduct all procurements and award all contracts necessary to this Agreement in accordance with federal and state laws and regulations, including Federal Transit Administration Circular 4220.1D, if federal funds are used to execute procurement and award of services. No officer, employee, independent consultant, or elected official of either party who is involved in the development, evaluation, or decision-making process of the performance of any procurement related to this Agreement shall have a financial interest, direct or indirect, in the Agreement resulting from the procurement.

IX. LEGAL CONSTRUCTION

If any of the provisions contained in this Agreement are for any reason held to be unconstitutional, void, or invalid, illegal or unenforceable in any respect, such unconstitutionality, invalidity, illegality or unenforceability shall not affect the remaining portions of the Agreement; and this Agreement shall be construed as if such unconstitutional, void, or invalid, illegal or unenforceable provision had never been contained herein.

X. LAW AND VENUE

The laws of the State of Texas govern all matters arising out of this Agreement, and venue shall lie in the state courts of Travis County, Texas. The parties acknowledge and agree that each party shall be responsible for any attorney's fees incurred by that party relating to this Agreement.

XI. NON-DISCRIMINATION

It is mutually agreed that all parties hereto are bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, Part 710.405(b), and as supplemented in Department of Labor Regulations (41 CFR Part 60).

XII. INTERPRETATION OF LAWS AND AUTHORITIES

CAMPO is responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the contract work.

XIII. ALTERATION, AMENDMENT, OR MODIFICATION

- A. This Agreement may not be altered, amended, or modified except in writing and any alterations, amendments, or modifications must be approved by all parties.
- B. This Agreement constitutes the entire Agreement between CAMPO and the City. No other agreement, statement or promise relating to the subject matter of this Agreement that is not contained in the Agreement is valid or binding.

XIV. NO THIRD-PARTY BENEFICIARY

This Agreement is entered into solely for the benefit of CAMPO and the City. Nothing in this Agreement creates or grants any right, contractual or otherwise, to any consultant, contractor, school district, stakeholder, property owner, or other person or entity that is not a party to this Agreement.

XV. PUBLIC INFORMATION ACT

Each party acknowledges that records relating to this Agreement may be subject to disclosure under the Texas Public Information Act. Each party shall be responsible for responding to requests for records in its possession, custody, or control. CAMPO shall

promptly provide the City with project records reasonably necessary for the City to respond to a public-information request.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date:

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

By: _____

Name: Ryan Collins

Title: Interim Executive Director

Date: _____

CITY OF LEANDER

By: _____

Name: Todd Parton

Title: City Manager

Date: _____

ATTACHMENT A - SCOPE OF WORK

Scope of Services City of Leander Safe Routes to School Program

Summary

The Consultant shall provide professional services to develop a comprehensive Safe Routes to School (SRTS) Program for the City of Leander. The Program shall align with TxDOT Transportation Alternatives Program requirements, Leander's ADA Transition Plan, and national best practices for Safe Routes to School programs.

Task 1: Project Initiation and Stakeholder Coordination

- Consultant shall conduct a project kickoff meeting with City staff, Leander ISD representatives, and other stakeholders.
- Consultant shall establish a SRTS Advisory Committee and prepare a communication plan for ongoing coordination.
- Consultant shall develop branding and outreach materials for public engagement.

Task 2: Public Engagement and Communications

- Consultant shall design and implement a public engagement strategy, including surveys, workshops, and pop-up events (e.g. Old Town Street Festival)
- Surveys to include both mail-in and online poll and map comment options.
- Public engagement will occur in two rounds. Round 1 will include introduction of the study and request identification of issues related to infrastructure and policy needs. Round 2 will present the analysis results and draft recommendations.
- Consultant shall provide bilingual materials and ensure accessibility for all participants.
- Consultant shall document all engagement activities and summarize input for inclusion in the Plan.

Task 3: Data Collection and Existing Conditions

- Consultant shall inventory sidewalks, crosswalks, bike lanes, curb ramps, school zone devices, and signage within a 2-mile radius of each school including elementary schools, middle schools, high schools, charter schools, and private schools.
- Consultant shall collect and analyze existing crash data, speed studies, and traffic volumes near school zones.
- Consultant shall consider student travel patterns and identify higher risk routes based on LISD input and community feedback.

Task 4: Needs Assessment

- Consultant shall identify infrastructure gaps, safety concerns, and ADA compliance issues.
- Consultant shall prepare problem statements by school cluster and prioritize equity considerations.

Task 5: Strategy Development

- Consultant shall develop recommendations under the Five E's framework: Education, Encouragement, Engineering, Enforcement, and Evaluation.
- Consultant shall prepare conceptual layouts for priority improvements.

Task 6: Implementation Plan

- Consultant shall prepare a phased implementation schedule (near-term, mid-term, long-term).
- Consultant shall develop planning-level cost estimates for recommended improvements.
- Consultant shall identify potential funding sources, including TxDOT TA, SS4A, HSIP, and local match requirements.

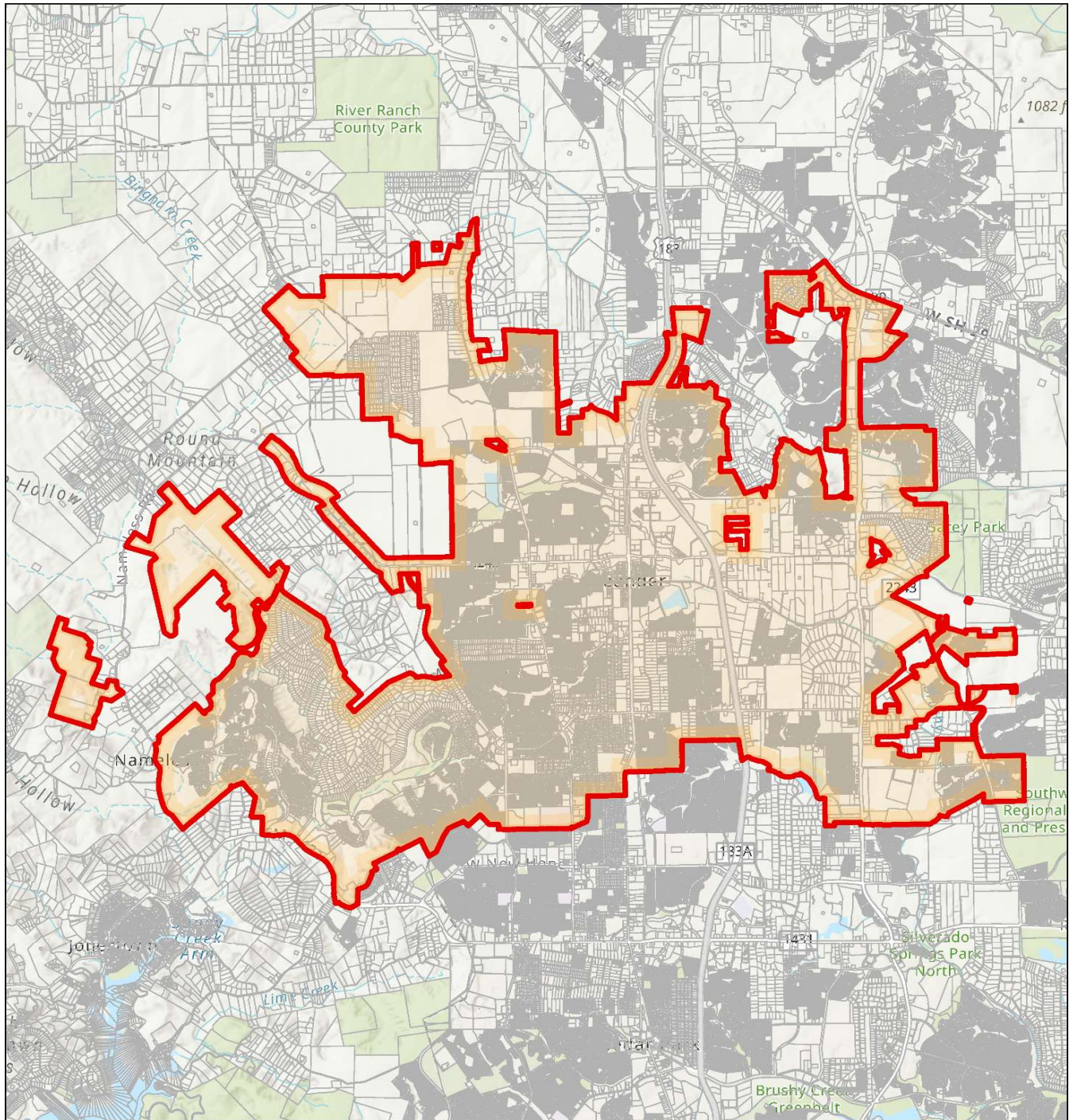
Task 7: Monitoring and Reporting

- Consultant shall develop evaluation metrics
- Consultant shall develop a Safe Routes to School dashboard for project tracking and successes
- Consultant shall develop a template for annual reporting of program metrics

Task 8: Deliverables

Consultant shall prepare and submit the following:

- Draft and Final SRTS Plan documents
- GIS-based maps of existing conditions and proposed improvements
- Public engagement summary
- Cost estimates and funding strategy
- Monitoring and evaluation framework



CIP Program

T.66 - City of Leander Self-Evaluation and American Disabilities Act Transition Plan

Transportation Projects

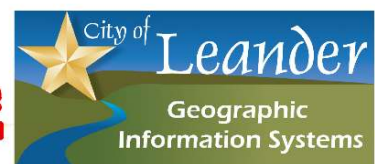
 T.66

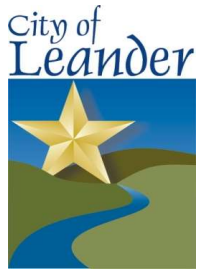
 Leander City Limits

 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:	T.66	RANKING:	21
PROJECT TITLE	City Self-Evaluation and American Disabilities Act Transition Plan		MATRIX SCORE: 93.5
DEPARTMENT(S)	Transportation		

PROJECT DESCRIPTION:

This project will assess the City's services, programs, activities, and public facilities to ensure they meet American Disabilities Act (ADA) accessibility requirements. It will develop an ADA Transition Plan outlining how compliance will be achieved. Additionally, it will introduce initiatives for a Safe Routes to School (SRTS) Program, including placing crossing guards and crosswalks strategically, educating and engaging the community, and improving infrastructure. The infrastructure projects will focus on addressing gaps in sidewalks and shared-use paths within a half-mile of schools, ensuring a minimum width of 6 feet for local roads and 10 feet for arterial roads.

Location	Citywide		
Limits From/To:	Citywide		
Schedule	Duration	For Non Utility CIP projects - Check all that apply: ☐ Project will also involve the need for NEW City Utility Infrastructure, including Fiber conduit. ☐ Project Cost Estimate Below DOES include cost for new utility infrastructure. ☐ Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.	
Design Phase	18 months		
ROW/Esmt Acq.	NA		
Construction	NA		

PROJECT NEED/BENEFITS

Project will bring City in compliance with TXDOT requirement for Federal Funding. Project has been submitted for funding from the Texas Department of Transportation (TxDOT) through the 2025 Transportation Alternatives (TA) Program, which supports bicyclist and pedestrian infrastructure and planning. More information on the program

☐ 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 Consultant	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection/Testing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Estimated Cost	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000

PROJECT BUDGET	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
FUNDING SOURCE								
Account No.	Fund							
50	September Debt Issuance 2025	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000
EXPENDITURE								
50	TBD	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000

Note: All amounts are shown in current dollars



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Approve a Professional Services Agreement to Dianna Tinkler for specialized right-of-way acquisition and real-property negotiation services for an amount not to exceed \$250,000.00 per fiscal year; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Professional Services Agreement between the City of Leander and Dianna Tinkler, a sole proprietor, is to secure specialized right-of-way acquisition and real-property negotiation services. Under this agreement, Dianna Tinkler will support City capital projects by conducting property ownership research, negotiating with affected property owners, coordinating with appraisers, surveyors, title companies, and assisting with acquisition instruments such as easements and deeds. The agreement provides a structured mechanism to support upcoming capital projects through consistent and well-defined acquisition practices.

Per the agreement, work will be performed only when authorized in writing by the City, and the contract includes a not-to-exceed amount of \$250,000.00 per fiscal year and an hourly rate of \$135.00 for right-of-way negotiation services. The agreement ensures services will be conducted with professional skill and care and in accordance with applicable laws and the City's Standard Definitions, Terms, and Conditions.

Section V. Effective Date and Term of the agreement provides for an initial contract term through September 30, 2027. It also provides that the contract may be renewed for an additional one (1) fiscal year term by mutual agreement of both parties. Section XXIII. Termination specifies that the City may terminate the agreement, with or without cause, via a 30 calendar day written notice.

The agreement seeks to formalize the terms and conditions of the work requested by the City and to provide a structured mechanism to support upcoming capital projects through consistent and well-defined acquisition practices.

Below is a list of current Capital Improvement Projects requiring this type of specialized service:

PROJECTS	TOTAL COST ESTIMATE
Fire Station No. 6 (M.9)	\$13,100,000.00
Senior Activity Center (Fence Line) (P.6)	\$6,603,739.00
Crystal Falls Golf Club Maintenance Facilities (P.87)	\$30,150,000.00
San Gabriel Parkway Phase 2 (T.11)	\$3,720,000.00

South Street and West Drive Improvements (T.17)	\$19,983,328.00
Crystal Falls Parkway East Extension (T.63)	\$52,105,344.00
RM 2243 16-Inch Waterline (W.18)	\$16,483,917.00
Hero Way West Waterlines (W.55)	\$37,973,816.00
N. Brushy Creek Interceptor Benbrook Section (WW.41)	\$9,782,925.00
RM 2243 Wastewater Gravity Line (WW.43)	\$3,341,500.00
RM 2243 Reclaimed Wastewaterline (WW.46)	\$8,045,000.00
TOTAL PROJECTS COST ESTIMATE	\$201,289,569.00

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend City Council approve a Professional Services Agreement to Dianna Tinkler for specialized right-of-way acquisition and real-property negotiation services for an amount not to exceed \$250,000.00 per fiscal year; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$250,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. PSA signed by Tinkler 9.8.2026

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

**PROFESSIONAL SERVICES AGREEMENT
WITH
DIANNA TINKLER
(Right of Way Acquisition Services)**

Important Notice: City Purchase Orders and agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into by and between **City of Leander, Texas** ("City"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Dianna Tinkler**, a sole proprietor (hereinafter "Vendor") both of which are referred to herein as the parties. The City agrees to engage Vendor as an independent contractor, to provide certain services and/or purchase goods described herein pursuant to the following terms, conditions, and restrictions:

RECITALS:

WHEREAS, City desires to purchase certain professional services from the Vendor described herein; and

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

**I. Professional Services and Goods Provided;
Scope of Work**

Vendor shall perform the Services as more particularly described in the Scope of Work attached hereto as **Exhibit A** (the "Proposals"). The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project. Notwithstanding any statements in **Exhibit A** to the contrary, the Vendor agrees that **Exhibit A** is valid. The Goods/Services shall be performed and delivered in accordance with this Agreement and the City's Standard Definitions, Terms, and Conditions found at the following link: <https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF>, which are herein incorporated by reference. In the event of a conflict between this Agreement and the Standard Definitions, Terms, and Conditions, this Agreement shall control. In the event of a conflict between this Agreement and the Proposal, this Agreement shall control.

The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professional practicing in the same

or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

The Vendor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

The Vendor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

II. Changes to the Project Work; Additional Work:

A. Changes to Work

Vendor shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Vendor shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

B. Additional Work

The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special service under this Agreement must be approved in writing by a supplemental agreement executed by the City before the additional work is undertaken by the Vendor. If the Vendor is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Vendor shall promptly notify the City of that opinion, in writing. If the city agrees that such work does constitute additional work, then the City and the Vendor shall execute a supplemental agreement for the additional work and the City shall compensate the Vendor for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Vendor not previously approved as additional work shall be at risk of the Vendor.

III. Time of Completion

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Vendor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Vendor prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Vendor shall have completed all tasks and services described in the Scope of Work.

IV. WARRANTY AND DEGREE OF CARE

VENDOR WARRANTS THE MATERIALS, WORKMANSHIP, AND EQUIPMENT USED SHALL BE OF GOOD QUALITY AND NEW UNLESS OTHERWISE REQUIRED OR PERMITTED BY THE CITY, SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE GOODS/SERVICES, AND THAT ALL GOODS/SERVICES PROVIDED BY VENDOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT VENDORS IN TEXAS APPLICABLE TO THE TYPE OF GOODS/SERVICES CONTEMPLATED HEREUNDER. WORK NOT CONFORMING TO THESE REQUIREMENTS, INCLUDING SUBSTITUTIONS NOT PROPERLY APPROVED AND AUTHORIZED, MAY BE CONSIDERED DEFECTIVE. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY VENDOR OR WORK PERFORMED BY VENDOR WITHIN ONE YEAR AFTER COMPLETION OF THE GOODS/SERVICES, VENDOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

V. Effective Date and Term

This Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through September 30, 2027, unless terminated sooner pursuant to the terms set out herein. If applicable, at the end of the Agreement term, the City Council or City Manager reserves the right to renew the Agreement for one (1) additional fiscal year, by mutual agreement of both parties, as it deems to be in the best interest of the City.

VI. On-Site Representative for Work Monitoring

The City may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the City so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this Agreement and all related contract documents.

VII. Labor, Materials, Tools

Vendor shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Vendor shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Vendor shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VIII. Compliance with Laws and Licensing Requirements

Vendor agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of

Environmental Quality and the Occupational Safety and Health Administration. Additionally, Vendor shall obtain the appropriate and necessary permit(s) required by the ordinances of the City, the applicable County, or State of Texas, for performance of the Work.

Vendor further represents that Vendor (including Vendor's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit A**. The Vendor shall, upon written (including electronic) request, provide proof of valid licensure.

IX. Miscellaneous Provisions

A) Subletting

The Vendor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Vendor of any responsibility for work done by such subcontractor.

B) Ownership of Documents.

Upon completion or termination of this Agreement, all documents prepared by the Vendor or furnished to the Vendor by the City shall be delivered to and become the property of the City. During the term of this Agreement, all executed easements, deeds, or other acquisition instruments or documents, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available to the City no later than 30 days after completion of a Project without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE VENDOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE VENDOR. Where applicable, Vendor shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Vendor may, at Vendor's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. Vendor may retain copies of its work product for archival and recordkeeping purposes. Vendor shall not use the City's name, logo, project information, work product, or deliverables for advertising, marketing, or promotional purposes without the City's prior written consent. Additionally, Vendor will provide to City any executed easements, deeds, other acquisitions instruments, documents, records or materials maintained or prepared by Vendor under prior engagements with the City within 30 days of written request.

C) Professional's Seal

If applicable: To the extent that the Vendor has a professional seal it shall be placed on all documents and data furnished by the Vendor to the City and shall remain as placed in all iterations and uses of the documents and data. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Vendor's industry. The plans, specifications and data provided by Vendor shall be adequate and sufficient to enable those performing the

actual work to perform the work as and within the time contemplated by the City and Vendor. The City acknowledges that Vendor has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Vendor are for informational purposes only and are not guaranteed.

D) Compliance with Laws

The Vendor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Vendor shall furnish the City with satisfactory proof of compliance.

E) Independent Contractor

Vendor acknowledges that Vendor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Vendor shall not represent, either expressly or through implication, that Vendor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Vendor.

F) Non-Collusion

Vendor represents and warrants that Vendor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Vendor further agrees that Vendor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Vendor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Vendor, Vendor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Vendor under or pursuant to this Agreement.

G) Force Majeure

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

- H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

X. Duty to Report Problems

Vendor agrees to advise the City and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the Work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

XI. No Joint Venture; Independent Contractor

It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the City, nor shall Vendor in any manner hold itself out as an agent or official representative of the City. Vendor shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the City other than what may be expressly allowed under this Agreement. Vendor shall have no authority to bind the City to any acquisition, purchase price, settlement, payment, representation, agreement, or other obligation unless expressly authorized in writing by the City. All acquisition terms and agreements are subject to approval by the City in accordance with applicable law and City policy. The City will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential damages of any kind whatsoever for any acts by Vendor or failure to act relating to the Goods/Services being provided.

XII. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VENDOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY VENDOR OR ITS AGENTS IN THE CARRYING OUT OF THE GOODS/SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF VENDOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO VENDOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF VENDOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY VENDOR, EXCEPT IN EACH CASE TO THE EXTENT SOLELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH CITY OR ANY OTHER INDEMNITEES HAS BY LAW. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY VENDOR UNDER THIS AGREEMENT

AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

FOR PROFESSIONAL LIABILITY CLAIMS, VENDOR SHALL BE LIABLE FOR REASONABLE DEFENSE COSTS INCURRED BY INDEMNITEES BUT ONLY AFTER ADJUDICATION AND TO THE EXTENT AND PERCENT THAT VENDOR OR VENDOR'S AGENTS ARE FOUND NEGLIGENT OR OTHERWISE AT FAULT. AS USED IN THIS AGREEMENT, FINAL ADJUDICATION INCLUDES ANY NEGOTIATED SETTLEMENT AND RELEASE OF CLAIMS, WITHOUT LIMITATION AS TO WHEN NEGOTIATED SETTLEMENT AND RELEASE OF CLAIMS OCCURS.

XIII. Vendor's Employees

Vendor covenants and agrees that all personnel engaged shall be employees of Vendor, and Vendor shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Vendor shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Vendor shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XIV. Consideration and Compensation

In consideration for the Goods/Services performed by Vendor in compliance with this Agreement, the City agrees to pay Vendor in an not-to-exceed amounts of two hundred fifty thousand dollars and zero cents (\$250,000.00), per fiscal year. City's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Services shall be performed on a project-by-project or assignment basis as authorized in writing by the City. Each authorization may identify the applicable project, requested services, estimated hours or cost, schedule, and any applicable not-to-exceed amount. Vendor shall not be entitled to compensation for services performed in excess of an applicable authorization without the City's prior written approval.

Reimbursable Expenses shall be itemized in the Proposals. If those items are not specifically accounted for in Exhibit A, they shall be considered subsidiary to the total contract amount.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- b) City Agreement, Purchase Order, and/or delivery order number
- c) Identification of items or services as outlined in the Agreement
- d) Quantity or quantities, applicable unit prices, total prices and total amounts
- e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the City of Leander Finance Office, Accounts Payable Department: purchasing@leandertx.gov; 512-528-2700.

XV. Withholding Payment

The City may withhold a payment in whole or in part to the extent reasonably necessary to protect the City due to the City's determination that the Work has not progressed to the point indicated in the Agreement documents or that the quality of Work is not in accordance with the Agreement documents. The City may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment or acceptance of Work to such extent as may be necessary to protect the City from loss for which Vendor is responsible, including loss resulting from acts and omissions, because of the following:

- a) Defective work not remedied;
- b) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement sum;
- c) Damage to the City, its property, or to property of another by the Vendor;
- d) Reasonable evidence that the Work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or any liquidated damages for the anticipated delay;
- e) Persistent failure to carry out the work in accordance with the Agreement documents.

XVI. Insurance

Vendor shall provide and maintain for the term of the Agreement insurance coverage in the minimum amounts set forth in the City's Standard Definitions, Terms, and Conditions found at the following link: <https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF>. Upon execution of this Agreement, Vendor shall provide the City with insurance certificates evidencing compliance with the insurance requirements as agreed in the electronic communication dated August 31, 2026.

XVII. No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the City, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The City does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XVIII. Taxes

Vendor shall pay all sales, consumer, use and similar taxes for the work provided by Vendor which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XIX. Venue and Applicable Law

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

XX. Assignment

Vendor may not assign this Agreement without City consent.

XXI. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

XXII. Use of Governmental Property; Confidentiality; Ownership of Documents

Vendor expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. Vendor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of the Goods/Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Vendor. Vendor acknowledges that records relating to this Agreement may be subject to the Texas Public Information Act. The City shall retain responsibility for determining whether City records are subject to disclosure under applicable law.

XXIII. Termination

This Agreement may be terminated at any time at the option of the City, with or without cause, without further or prospective liability for performance upon giving the Vendor thirty (30) calendar day's written notice thereof. In the event City exercises its right to terminate, it is understood and agreed that only amounts due to Professional Service for Goods/Services provided and expenses incurred up to and including the date of termination, will be due and payable; provided that the City may require the Vendor to cease Work prior to the effective date of termination. No penalty will be assessed for City's termination prior to the end of the Term.

If the City terminates this Agreement, the Vendor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then form those services that have been timely and

- c) No Discrimination Against Firearm Entities. To the extent applicable, Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.
- d) No Boycott of Energy Companies. To the extent applicable, Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

City:

City of Leander

Authorized Signature

Printed Name

Title

Dated: _____, 20____

Vendor:

Dianna Tinkler

Dianna Tinkler
Authorized Signature

Dianna Tinkler
Printed Name

Sole Proprietor
Title

Dated: 09-04, 2026

Exhibit A

SCOPE OF SERVICES AND FEE SCHEDULE

Vendor shall provide right-of-way acquisition and related real property negotiation services as requested and authorized by the City. Services may include property ownership and acquisition research; communication and negotiation with property owners; preparation and presentation of acquisition offers; coordination with appraisers, surveyors, title companies, and City representatives; preparation and maintenance of acquisition and negotiation records; assistance in obtaining executed easements, deeds, or other acquisition instruments; and other related right-of-way acquisition services authorized by the City.

Services shall be performed only upon written authorization by the City identifying the applicable project or assignment. Vendor shall not perform services exceeding the scope or amount authorized by the City without prior written approval.

Hourly Rate:

Broker / Right-of-Way Negotiator: \$135.00 per hour.

Any reimbursable expense must be approved in advance by the City and supported by appropriate documentation.

Page Intentionally Left Blank



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Approval of an Ordinance to update the Roadway Service Area Map to incorporate the Bar W West Commercial Annexation.

BACKGROUND:

The final process for newly annexed property by the City of Leander is to add the property to the Roadway Impact Fee (RIF) Service Area Map. This action is needed to support the future collection of RIF at the time of development. The RIF is used to ensure that new developments contribute their fair share to add the capacity to the City's transportation network to address growth, similar to the water and wastewater impact fees.

A RIF study was prepared that includes major roadway capital improvement projects that are eligible to be funded by the RIF. RIF collection started in January 2024 and is collected based on five (5) City service areas. As these fees are collected, they are used to fund specific roadway system improvements within each service area over time.

Since January 2024, 11 annexed areas have been added to the RIF Service Area Map. This update will allow the following additional annexed area to be incorporated into the RIF Service Area Map:

1. Bar W West Commercial – 9.247 acres in Service Area B.

HISTORY/TIMELINE:

04/01/2021 - Comprehensive Plan Adopted

05/01/2021 - Transportation Master Plan Adopted

07/07/2022 - City Council Meeting adopting Roadway Impact Fees

01/07/2024 - Roadway Impact Fee Assessment Start Date

03/21/2024 - Travisso & Titan Addition to Services Areas C and B

12/19/2024 - High Gabriel East Township, San Gabriel, and Simpson Tract Addition to Service Areas B and D

07/17/2025 - Bagdad Retail Center, Oakwood Hills, Oak Grove Estates, and Barksdale Phase 3 to Service Areas A, C, and D

04/16/2026 - Alexander Tract and Hero Way EST to Service Areas B and C

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

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

1. Approval of the ordinance; or

2. Denial of the ordinance.

City staff recommend that City Council approve Option 1 listed above – Approval of the ordinance. The adjustments to the service areas are due to annexations adopted by this ordinance do not materially change the land use assumptions or the capital improvements plan in a way that would materially affect the roadway impact fee calculation. It helps to ensure that future developments appropriately contribute their fair share to addressing impacts on the City's overall transportation system.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Ordinance RIF Service Area
2. Att 2 RIF Service Area Map
3. Att 3 Bar W Ranch Commercial - RIF Service Area Map 1

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, ADJUSTING THE SERVICE AREAS SHOWN ON THE ROADWAY SERVICE AREA MAP TO INCORPORATE AREAS ANNEXED INTO THE CITY; MAKING FINDINGS OF FACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Leander, Texas (the “City”), adopted Article 12.08 of the Code of Ordinances (the “RIF Ordinance”) establishing roadway impact fees; and

WHEREAS, the City Council adopted and approved a Roadway Service Area map; and

WHEREAS, the RIF Ordinance provides that adjustments to service areas due to annexations that do not materially change the land use assumptions or the capital improvement plan in a way that would materially affect the roadway impact fee calculation per V.C.T.A. Local Government Code 395 may be updated in the official roadway service area map by Ordinance of Council after annexation is completed; and

WHEREAS, the City Council hereby finds and determines that the adjustments to the service areas due to annexations adopted herein do not materially change the land use assumptions or the capital improvements plan in a way that would materially affect the roadway impact fee calculation per V.C.T.A. Local Government Code 395;

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

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

SECTION 2. Service Areas Adjusted. Service area B is hereby adjusted to add the land described in Ordinance No. 26-039-00 and 26-040-00. The roadway service area map reflecting such adjustments attached hereto and incorporated herein for all purposes as Exhibit A is hereby adopted and approved.

SECTION 3. Severability. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

SECTION 4. Effective Date. This Ordinance will become effective upon its adoption, passage by the City Council in accordance with the procedures on the date of passage as required and publication as required by law.

SECTION 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this 17th day of September, 2026.

ATTEST:

CITY OF LEANDER, TEXAS

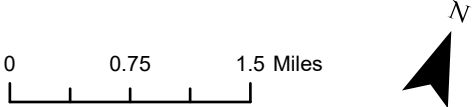
Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor

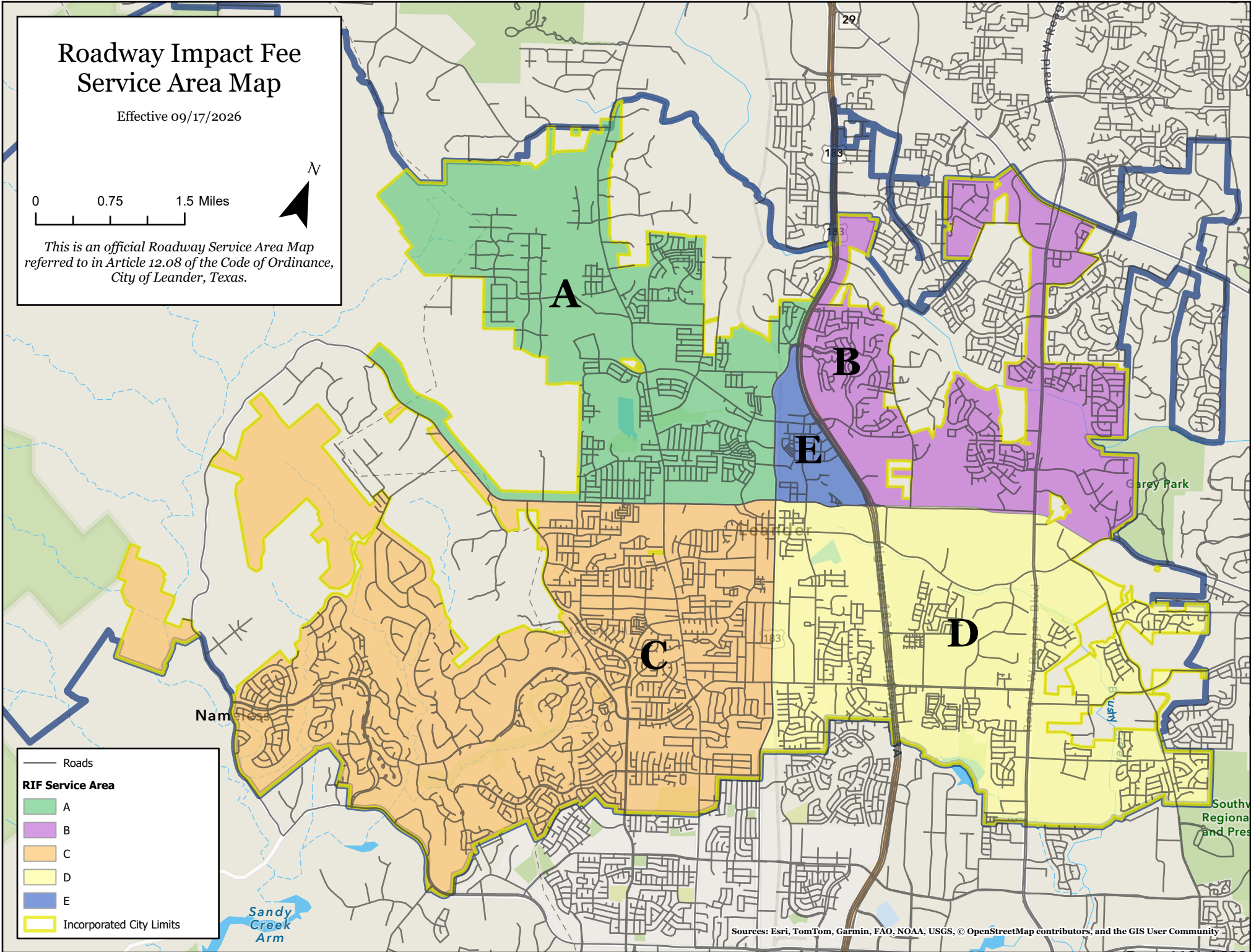
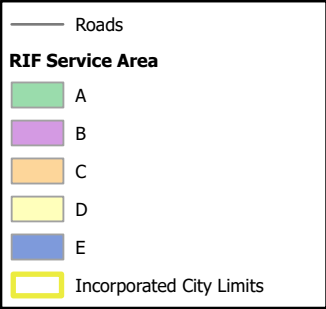
EXHIBIT A
(SEE ATTACHMENT)

Roadway Impact Fee Service Area Map

Effective 09/17/2026



*This is an official Roadway Service Area Map
referred to in Article 12.08 of the Code of Ordinance,
City of Leander, Texas.*



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Approval of the Planning and Zoning Commission Progress Report for September 2025 to August 2026.

BACKGROUND:

The Planning and Zoning Commission 2025-2026 Progress Report is required to be submitted to the City Council on an annual basis. The purpose of this report is to provide an update to the City Council regarding the activities conducted by the Planning and Zoning Commission. The following items are covered in the report:

1. List of special meetings and training,
2. Ordinance amendments,
3. Application activity,
4. Cases where the City Council action differed from Planning and Zoning Commission action,
5. Proposed work program, and
6. Attendance record.

Also, a copy of the 2024-2025 Progress Report is attached.

HISTORY/TIMELINE:

08/13/2026 – Planning and Zoning Approved

APPLICANT/AGENT:

City of Leander Planning and Zoning Commission

RECOMMENDATION:

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

1. Approve the Planning and Zoning Commission Progress Report;
2. Amend the Planning and Zoning Commission Progress Report.

Staff recommends Option 1 listed above – Approve the Planning and Zoning Commission Progress Report.

During the meeting of August 13, 2026, the Planning and Zoning Commission recommended approval by the City Council.

PRESENTER:

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

Attachments:

1. Att 1 P&Z Commission Progress Report 2025-2026
2. Att 2 P&Z Commission Progress Report 2024-2025
3. 8-13-2026 P & Z minutes



PLANNING & ZONING COMMISSION ANNUAL PROGRESS REPORT

SEPTEMBER 2025 – AUGUST 2026

GENERAL INFORMATION

The Planning and Zoning Commission is assigned the duties and powers by Section 1.04.038 of the Leander City Code to “*Submit each September a progress report to the City Council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of commission officers.*”

SPECIAL MEETINGS / TRAINING

01/29/2026	Comprehensive Plan and Transportation Master Plan updates officially kicked off.
03/05/2026	Planning and Zoning Commissioner Morales was appointed as a member of the Comprehensive Plan Advisory Committee (CPAC).
03/19/2026	Joint workshop with City Council to introduce the team, project process and timeline, and brief on the expectations and roles.
04/21/2026	CPAC Meeting #1 was held to discuss the process and timeline, vision and identity, opportunities and challenges, and Leander’s future.
05/20/2026	CPAC Meeting #2 was held to discuss Leander’s vision and identity, community goals, and needed transportation connections.
05/21/2026	Joint workshop with City Council to discuss community goals, vision and identity, and transportation needs and opportunities.
08/04/2026	CPAC Meeting #3 was held to discuss Future Land Use categories and updates on the Transportation Master Plan.

ORDINANCE AMENDMENTS

- Composite Zoning Ordinance
 1. Dry Utilities – Micro-trenching standards were adopted by the City Council in September of 2025 and took effect late 2025. Since the adoption took effect, 18 projects have been reviewed and five (5) permits have been issued.

2. In-Home Daycare standards were updated to update the number of children allowed to match what is approved by the State of Texas, with additional standards when over six (6) children.
- Comprehensive Plan Updates
 1. The Comprehensive Plan and Transportation Master Plan updates were initiated in January of 2026 with a target adoption in early 2027.
 2. The City's first Stormwater Master Plan was drafted and will be heard for adoption in August and September.

RECEIVED ACTIVITY - SEPTEMBER 2025 THROUGH AUGUST 2026

The Planning and Zoning Commission previously reviewed the approval of Subdivision cases such as Concept Plans, Preliminary Plats, and Final Plats. The 88th Legislative Session passed House Bill 3699 in 2023 which expands the authority of the governing body to delegate the approval of subdivision cases to Staff. The Council adopted the changes to the approval process in June of 2024 resulting in less cases reviewed by the Commission. The final plats reviewed by the Commission include those that require a public hearing.

In 2025, the Council approved updates to the Subdivision Ordinance and Composite Zoning Ordinance to allow for the Commission to grant extensions to the applications of subdivision cases and site development cases.

The Planning & Zoning Commission reviewed the following:

Final Plats: 1	Plat Vacate: 1
Zoning Cases: 14	Special Use Permits: 5
Tree Removal: 12	Ordinance Amendments: 1
Subdivision Extensions: 38	Site Development Extensions: 21

CASES WHERE CITY COUNCIL ACTION DIFFERED FROM P&Z
--

1. ZONING CASE: Z-25-0184 KETTAS SUP

- **Location** – 107 N. US 183
- **Request** – to allow for a social club and game room
- **P&Z Action 8/14/2025** – Approved
A vote to approve was cast 6 for and 0 against.
- **City Council Action 09/18/2025:** Denied.
A vote was cast 5 for and 2 against.

2. ZONING CASE: Z-25-0179 CROSSROADS PUD

- **Location** – south of Hero Way West, approximately 400 feet west of Bagdad Road
- **Request** – amend the current zoning of GC-3-C (General Commercial) to adopt the Crossroads PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial)
- **P&Z Action 11/13/2025** – No Action
A vote to approve was cast 3 for and 4 against.
- **City Council Action 12/18/2025:** Approved.
A vote was cast 6 for and 0 against.

3. ZONING CASE: Z-25-0205 675 KAUFFMAN LOOP PUD AMENDMENT #2

- **Location** – 1,500 feet to the east of the intersection of SH 29 and Ronald W. Reagan Boulevard on the south side of SH 29
- **Request** – amend the current zoning of 675 Kauffman Loop Planned Unit Development (PUD) with base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) to remove the prohibition of automotive uses on Lot 3, Block B of the 675 Kauffman Loop Subdivision and allow for a car wash on Lot 4, Block B of the 675 Kauffman Loop Subdivision
- **P&Z Action 03/12/2026** – No action.
A vote was cast 3 for and 3 against.
- **City Council Action 04/02/2026:** Approved.
A vote was cast 7 for and 0 against.

PROPOSED WORK PROGRAM

The proposed work program for 2026-2027 includes implementing the Comprehensive Plan through updates to the ordinances and continuing to participate in the five-year update. The Commission will oversee the annual update of the zoning and subdivision ordinances to address issues identified by staff, applicants, and citizens during the normal course of applying the ordinances.

The Commission will also continue to hold joint work sessions with City Council. The Commission will have the opportunity to attend the APA conference this year being held in Irving.

ATTENDANCE RECORD

The Planning & Zoning Commission held a total of 16 regular meetings and two (2) workshops between September 2025 and August 2026. This past year, we have had one (1) Commissioner resign, three (3) Commissioners reappointed, and two (2) Commissioners appointed.

- October of 2025, Commissioner Calame resigned from Place 7.
- October of 2025, Commissioner Mahan was reappointed for Place 1.
- October of 2025, Commissioner Lewis was reappointed for Place 3.
- October of 2025, Commissioner Coats was appointed for Place 4.
- October of 2025, Commissioner Oliver was reappointed for Place 5.
- October of 2025, Commissioner Bray was appointed for Place 7.

Below, please find the attendance record.

Name/Position	Number of Absences	Absence Percentage
September 2025– August 2026 - 18 Total Meetings		
Donnie Mahan, Place 1: (current term began Oct. 2025 – expires Oct. 2028)	2	11%
Joseph Morales, Place 2 (current term began Oct. 2024 – expires Oct. 2027)	1	5%
Karen Lewis, Place 3 (current term began Oct. 2025 – expires Oct. 2028)	2	11%
Jay Coats, Place 4 (current term began Oct. 2025 – expires Oct. 2028)	3	16%
James Oliver, Place 5: (current term began Oct. 2025 – expires Oct. 2028)	2	11%
Laura Lantrip, Place 6: (current term began Oct. 2024 - expires Oct. 2027)	2	11%
Scott Calame, Place 7: (current term began Oct. 2023 – resigned Oct. 2025)	0	0%
Tyler Bray, Place 7: (current term began Oct. 2025 - expires Oct. 2028)	3	16%



PLANNING & ZONING COMMISSION ANNUAL PROGRESS REPORT

SEPTEMBER 2024 – AUGUST 2025

GENERAL INFORMATION

The Planning and Zoning Commission is assigned the duties and powers by Section 1.04.038 of the Leander City Code to “*Submit each September a progress report to the City Council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of commission officers.*”

SPECIAL MEETINGS / TRAINING

- | | |
|------------|---|
| 09/05/2025 | Discussion regarding updates to the Comprehensive Plan, Capital Improvement Program, development standards, and approval process in a joint workshop with the City Council. |
| 01/23/2025 | Discussion regarding the Comprehensive Plan Implementation Schedule. |
| 07/24/2025 | Receive a presentation regarding the Commission’s responsibility in the process of the Capital Improvement Program. |
| 07/24/2025 | Consider action on recommendations from the Planning & Zoning Commission for the FY 2024/2025 City Budget and CIP Plan. |

ORDINANCE AMENDMENTS

- Composite Zoning Ordinance
 1. The Type 2 Site Component regulations were updated to adjust the building size maximum when not adjacent to residential uses.
 2. Updated to include new standards for Dry Utilities, added the option for an early grading phase with Site Developments, and updated the application extension process.
 3. Adopted updates to Article IV regarding Wireless Communications Facilities to address new technologies.
 4. The Micro-Trenching ordinance was recommended approval and will include updated regulations that accommodate new technologies.

- Subdivision Ordinance
 1. The Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements were amended to adjust the calculation for fee in lieu of parkland and adopt new park improvement fees.
 2. Updated the criteria for Short Form Final Plats and updated the application extension process.
- Comprehensive Plan Updates
 1. The Thoroughfare Master Plan was updated to include realignment of proposed roads, the removal of proposed roads, and the addition of new proposed roads.
 2. The Wastewater Master Plan was updated to consider the most recent growth projections and recommend Capital Improvement Projects.
 3. The Employment Center was updated to include additional standards and the Leander Central category was updated to include additional compatible districts.

RECEIVED ACTIVITY - SEPTMEBER 2024 THROUGH AUGUST 2025

The Planning and Zoning Commission previously reviewed the approval of Subdivision cases such as Concept Plans, Preliminary Plats, and Final Plats. The 88th Legislative Session passed House Bill 3699 in 2023 which expands the authority of the governing body to delegate the approval of subdivision cases to Staff. The Council adopted the changes to the approval process in June of 2024 resulting in less cases reviewed by the Commission.

In 2025, the Council approved updates to the Subdivision Ordinance and Composite Zoning Ordinance to allow for the Commission to grant extensions to the applications of subdivision cases and site development cases.

The Planning & Zoning Commission reviewed the following:

Short Form Plats: 2	Plat Vacate: 1
Comprehensive Plan Amendments: 6	Zoning Cases: 14
TOD Zoning Cases: 5	Special Use Permits: 1
Variances: 2	Ordinance Amendments: 6
Subdivision Extensions: 14	Site Development Extensions: 14
Tree Removal: 6	

CASES WHERE CITY COUNCIL ACTION DIFFERED FROM P&Z

1. COMPREHENSIVE PLAN AMENDMENT CASE: CPA-24-0014 NORTHLINE

- **Location** – southwest of the intersection of E. San Gabriel Parkway and 183A Toll Road
- **Request** – to amend the Comprehensive Plan land use category from Leander Central to Activity Center
- **P&Z Action 10/10/2024** – motion to approve failed.
- **City Council Action 10/17/2024:** Approval.
A vote was cast 7 for and 0 against.

2. ZONING CASE: Z-25-0166 BARKSDALE PHASE 3

- **Location** – northwest of the intersection of Journey Parkway and CR 175
- **Request** – to amend the current zoning from Interim SFR-1-B (Single-Family Rural) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-A (Single-Family Suburban)
- **P&Z Action 05/22/2025** – No Action
- **City Council Action 06/17/2025:** Approval.
A vote was cast 5 for and 2 against.

3. ZONING CASE: OR-24-0030 MICROTRENCHING

- **Request** – amend the Composite Zoning Ordinance to adopt standards and a permitting process associated with micro-trenching.
- **P&Z Action 05/08/2025** – Approval.
A vote was cast 6 for and 0 against.
- **City Council Action 06/05/2025:** Approval with amendments.
A vote was cast 7 for and 0 against.

PROPOSED WORK PROGRAM

The proposed work program for 2025-2026 includes implementing the Comprehensive Plan through updates to the ordinances and participating in the five-year update. The Commission will oversee the annual update the zoning, subdivision, and sign ordinances to address issues identified by staff, applicants, and citizens during the normal course of applying the ordinances.

The Commission will also continue to hold joint work sessions with City Council. The Commission will have the opportunity to attend the APA conference this year.

ATTENDANCE RECORD

The Planning & Zoning Commission held a total of 20 regular meetings and 2 workshops between September 2024 and August 2025. This past year, we have had 3 Commissioners be appointed and one resigned.

- November of 2024, Commissioner Morales was appointed for Place 2.
- November of 2024, Commissioner LaDey was appointed for Place 4.
- January of 2025, Commissioner May resigned.
- May of 2025, Commissioner Lewis filled in the vacancy for Place 3.
- July of 2025, Commissioner LaDey resigned and has not been replaced.

Below, please find the attendance record.

Name/Position	Number of Absences	Absence Percentage
September 2024 – August 2025 - 21 Total Meetings		
Donnie Mahan, Place 1: (current term began Oct. 2019 - expires Oct. 2025)	6	29%
Joseph Morales, Place 2 (current term began Nov. 2024 – expires Oct. 2027)	2	13%
Karen Lewis, Place 3 (current term began May 2025 – expires Oct. 2025)	0	0%
James Oliver, Place 5: (current term began Oct. 2022 - expires Oct. 2025)	1	5%
Laura Lantrip, Place 6: (current term began Oct. 2021 - expires Oct. 2027)	2	10%
Scott Calame, Place 7: (current term began Oct. 2023 - expires Oct. 2027)	1	5%



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, August 13, 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 August 6, 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 item 6.

By: Board Member Lantrip
Seconded: Board Member Morales

Vote: 7 - 0

6. Approval of the minutes for the Joint Workshop meeting held on May 21, 2026 and the meeting held on July 23, 2026.

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-26-0020 to adopt the Stormwater Master Plan to be included in the Comprehensive Plan, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0020 as described above.

Public Hearing opened at 6:05 p.m.; Public Hearing closed at 6:05 p.m.; following discussion.

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

Motion to approve Comprehensive Plan Case CPA-26-0020.

By: Board Member Lantrip

Seconded: Board Member Lewis

Vote: 7 - 0

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-26-0246 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to LC-2-A (Local Commercial) on one (1) parcel of land 3.85 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R549068; and generally located southeast of the intersection of Kauffman Loop and CR 267, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0246 as described above.

Public Hearing opened at 6:26 p.m.; Public Hearing closed at 6:26 p.m.; following discussion:

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

Motion to approve Zoning Case Z-26-0246.

By: Board Member Oliver

Seconded: Board Member Coats

Vote: 7 - 0

REGULAR AGENDA

9. Discuss and consider action on the Planning & Zoning Commission Progress Report for September 2025 to August 2026.

Motion to approve the Planning & Zoning Commission Progress Report for September 2025 to August 2026.

By: Board Member Oliver

Seconded: Board Member Lewis

Vote: 7 - 0

10. Adjournment
Meeting adjourned at 6:32 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-26-0246 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to LC-2-A (Local Commercial) on one (1) parcel of land 3.85 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R549068; and generally located southeast of the intersection of Kauffman Loop and CR 267, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The City initiated a request to change the designated zoning district of the property to allow the use of a wireless communication facility. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in an Activity Center identified by the Comprehensive Plan.

To meet the Comprehensive Plan goal of expanding communication utility infrastructure, the City executed a lease agreement with Branch Communications. This agreement with a franchise utility provider states that specified City properties may be used for Wireless Communication Facilities (WCF).

This zoning request would allow a WCF up to 120 feet in height. A Special Use Permit will be required if the WCF is proposed to be higher than 120' and over 150' if proposed as a stealth tower.

Stealth means a telecommunications tower or antenna that is effectively camouflaged or concealed from view, i.e.: a man made tree; clock tower; church steeple; bell tower; utility pole; light standard; identification pylon; flagpole; or similar structure, designed to support and camouflage or conceal the presence of telecommunications antennas.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single-Family Rural)

Proposed Zoning: LC-2-A (Local Commercial)

Size and Location: The property is located northeast of the intersection of CR 267 and Kauffman Loop, including approximately 3.85 acres.

Surrounding Area: This property currently has a City of Leander water tower on site. The surrounding area is a mix of developed and undeveloped land. To the north is the Gateway 29 commercial development, to the east is the HEB Ronald Reagan development, to the south is the Bar W Ranch Subdivision and the west is the Bonnet Subdivision and Valor Leander School.

PROPOSED ZONING DISTRICT:
USE COMPONENT

LC – Local Commercial:

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

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

SITE COMPONENT

TYPE 2:

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

Intent:

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

ARCHITECTURAL COMPONENT

TYPE A:

Features: Five (5) or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Continue to plan ahead of growth through integrated utility infrastructure planning.
 - Work with telecommunication providers to facilitate enhanced broadband and 5G wireless service
 - Continue to partner with franchise utility providers to plan ahead for critical infrastructure

Applicable Future Land Use categories

ACTIVITY CENTER

Activity Center areas are the major strategic commercial centers within the community. They are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development. These centers are regional in nature and serve a population beyond Leander, and are found on major highways and arterials. Managing access and traffic in these high-volume areas will require planning and coordination.

In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants and places to gather, live and work. These mixed-use centers complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.

The Activity Center land use is intended to be implemented using a strategically planned framework, typically a PUD. When multiple landowners exist without a unified development scheme, proposed projects should plan for future integration to balance the activity center area as much as possible.

Desired Mix: 70-100% Non-Residential, 0-30% Residential

PUBLIC NOTIFICATION:

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

Notices were mailed on behalf of the City to all property owners within 500'. A total of four (4) property owners are within this boundary. No objections noted, only some clarification questions from Brazos Electric.

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

HISTORY/TIMELINE:

10/01/2020 – Annexation and Zoning

08/13/2026 – Planning and Zoning, 1st Public Hearing

09/03/2026 – City Council, 2nd Public Hearing & 1st 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 zoning change;
2. Deny the proposed zoning change.

City staff recommend City Council approve Option 1 listed above – approve the proposed zoning change. Staff made this recommendation based on the lot currently being used for City services as a water tower. The wireless communication facility would be a compatible utility service use and aligns with the Comprehensive Plan goals.

During the meeting of August 13, 2026, the Planning and Zoning Commission recommended approval.

The City Council unanimously approved the zoning change during the September 3, 2026, meeting.

PRESENTER:

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

Attachments:

1. Z-26-0246 Att 1 Letter of Intent
2. Z-26-0246 Att 2 Current Zoning - Kauffman Loop WCF
3. Z-26-0246 Att 3 FLU Map - Kauffman Loop WCF
4. Z-26-0246 Att 4 Public Notification - Kauffman Loop WCF
5. Z-26-0246 Att 5 Proposed Zoning - Kauffman Loop WCF
6. Z-26-0246 Att 6 Aerial Map - Kauffman Loop WCF
7. Z-26-0246 Att 7 Utilities Map - Kauffman Loop WCF
8. Z-26-0246 Att 8 Neighborhood Outreach - Kauffman Loop WCF
9. Z-26-0246 Att 9 Ordinance - Kauffman Loop WCF
10. 8-13-2026 P & Z Minutes

Planning & Zoning Commission
City of Leander
PO Box 319
Leander, Texas 78646

Re: City Initiated Zoning Case – 209 Kauffman Loop

Dear Commissioners,

The purpose of this letter is to formally request a zoning change for City-owned property located at 209 Kauffman Loop. The City seeks to initiate a rezoning of the site from Interim SFR-1-B (Single-Family Rural) to LC-2-A (Local Commercial) to allow for the development and operation of a Wireless Communication Facility.

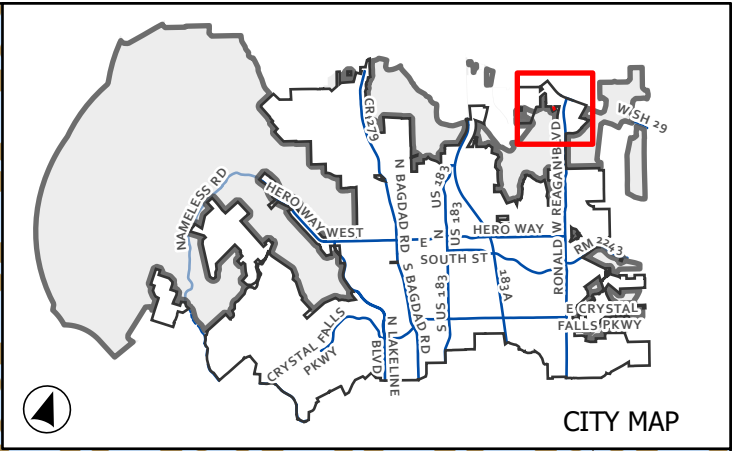
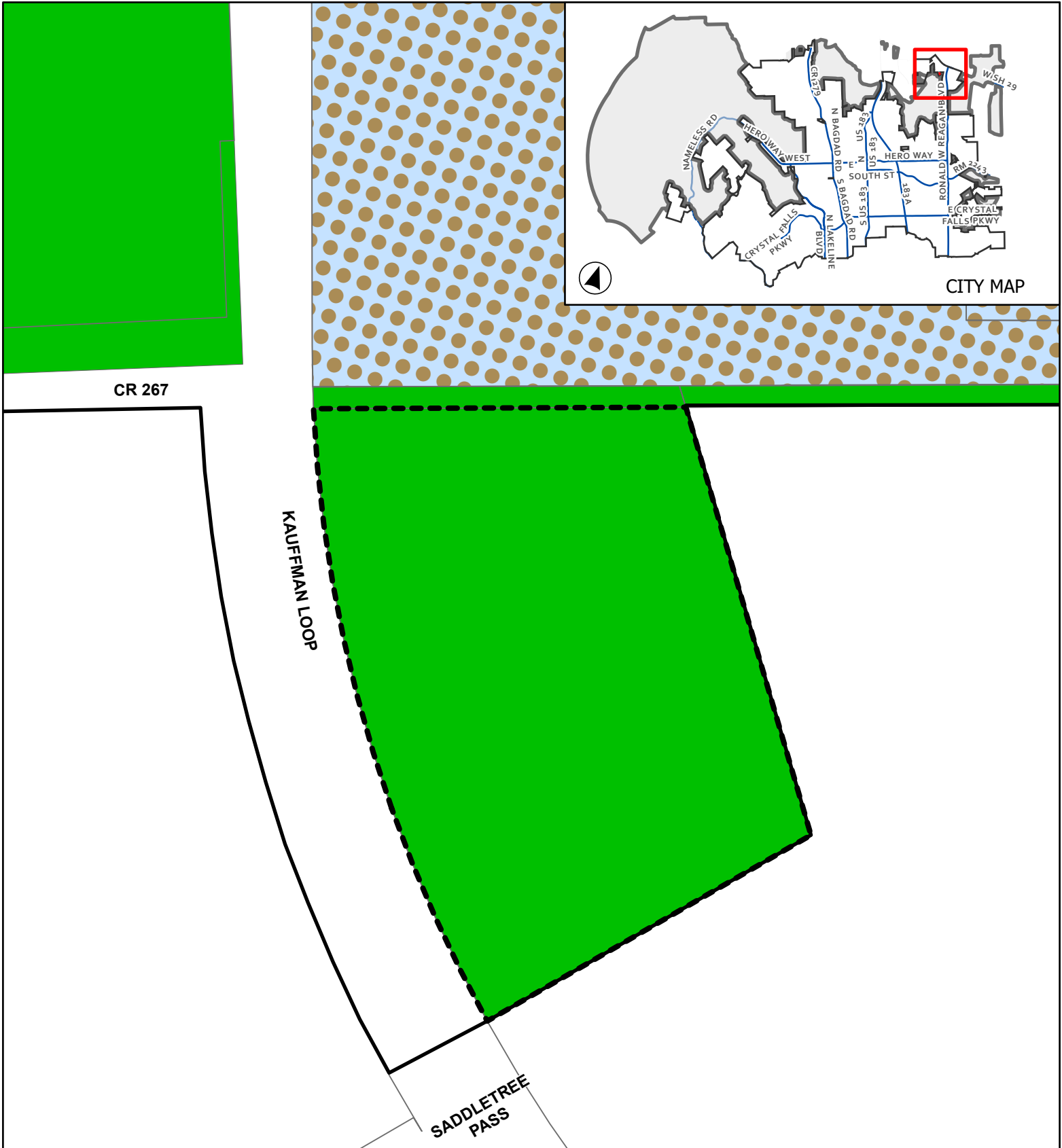
A portion of the subject property is currently improved with an existing municipal water tower. The remainder of the parcel is undeveloped and is accessible solely from Kauffman Loop. Rezoning to LC-2-A will enable the City to support communications infrastructure while ensuring the site remains compatible with surrounding land uses and consistent with long-term planning objectives.

This zoning request is submitted to facilitate the addition of a wireless communication facility that will enhance wireless service coverage and reliability for residents, businesses, and public safety users. The proposed use will operate within all applicable development standards, permitting requirements, and industry regulations.

Thank you for your consideration of this zoning change request. The City is prepared to provide any additional documentation, site information, or technical details needed to support the review process.

Sincerely,

Michael Chenausky, AICP
Senior Planner



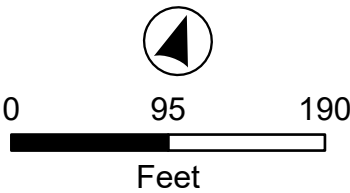
CASE: Z-26-0246

ATTACHMENT 2

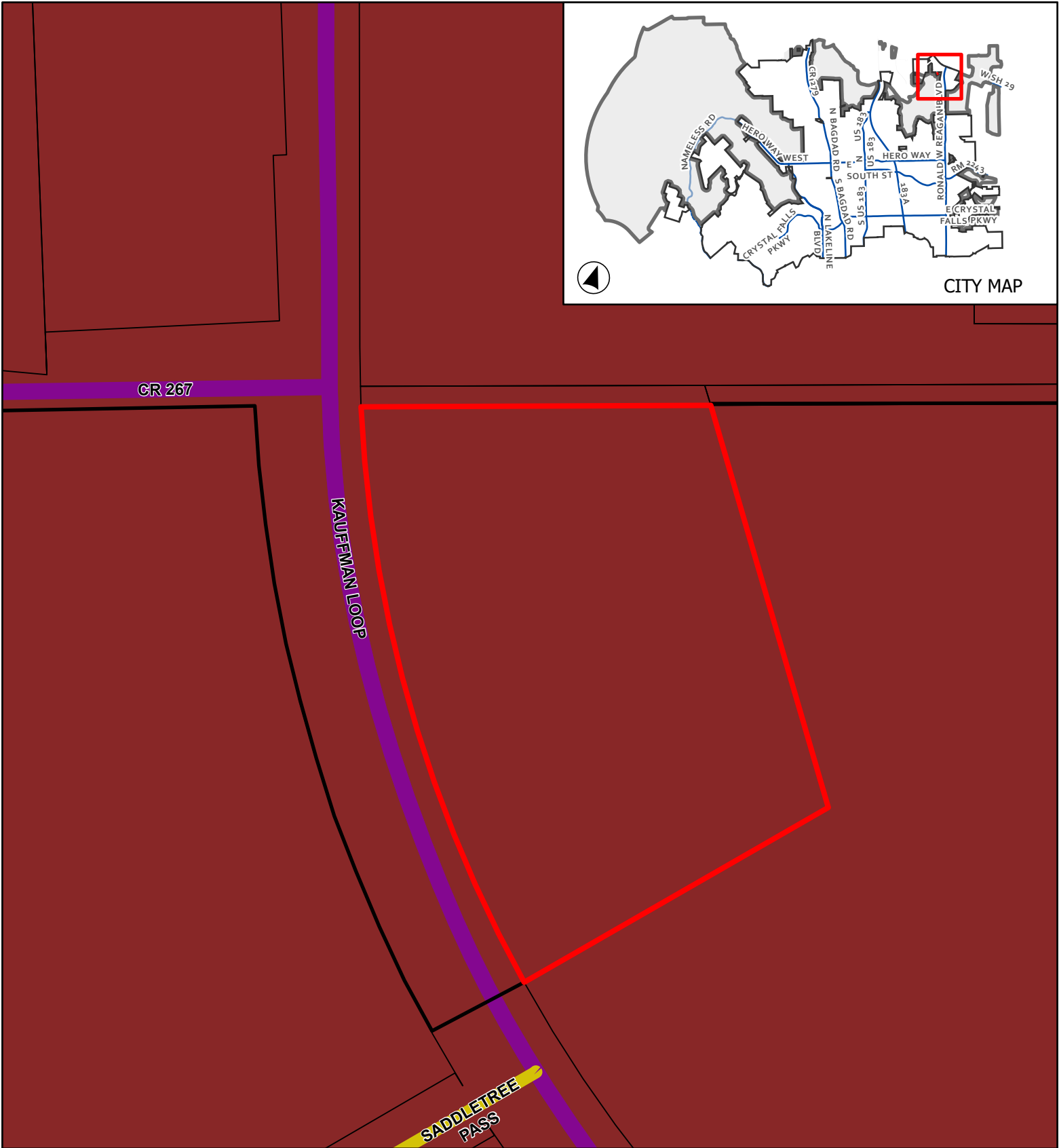
KAUFFMAN LOOP WCF

Current Zoning

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



- City Limits
- ETJ
- Subject Boundary
- SFR - Single-Family
- Rural
- PUD - Multi-Family



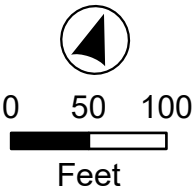
CASE: Z-26-0246

ATTACHMENT 3

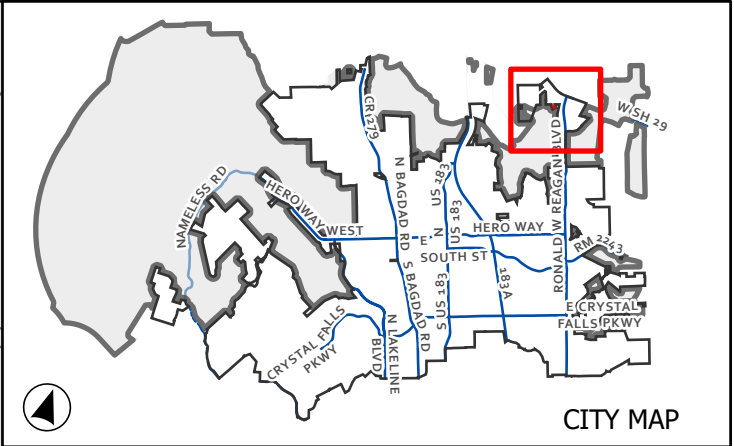
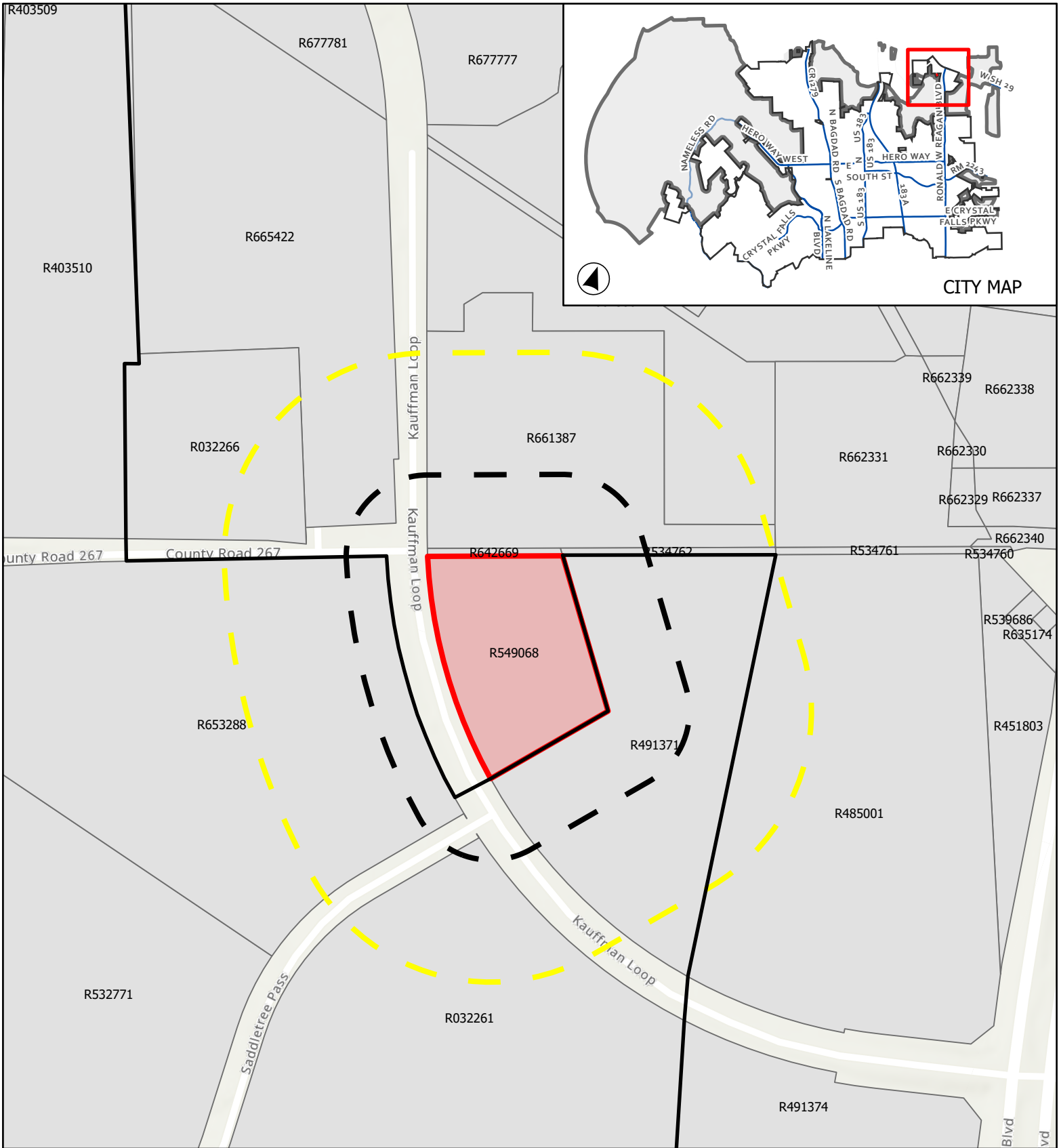
KAUFFMAN LOOP WCF

Future Land Use Map

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



- Arterial 4 Lane, Existing
- Collector, Existing
- Activity Center
- ETJ Boundary
- Leander City Limits
- Subject Boundary



CASE: Z-26-0246

ATTACHMENT 4

KAUFFMAN LOOP WCF

Public Notification

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

0150300

Feet

City Limits

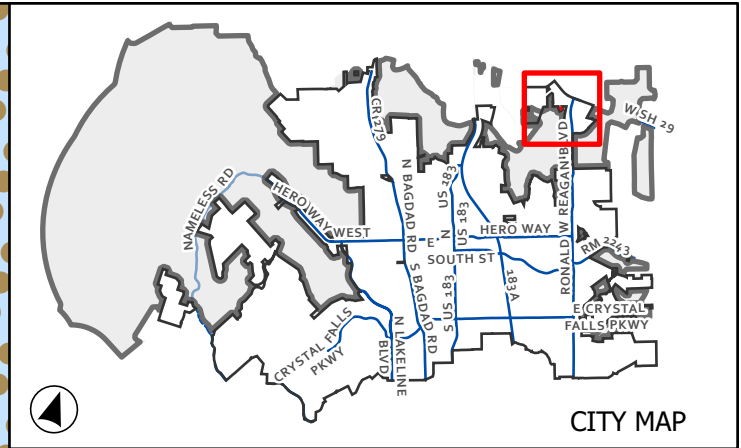
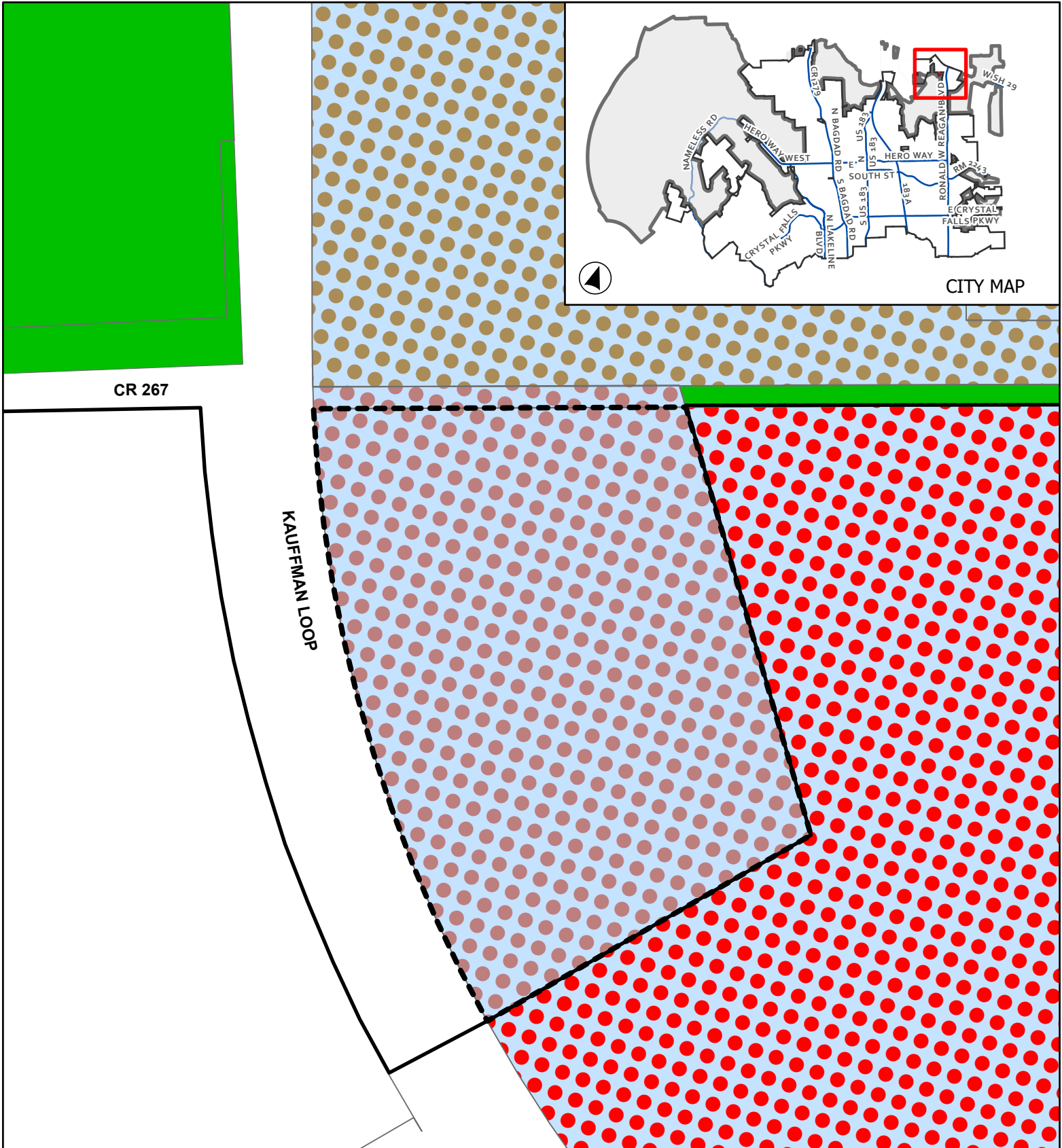
ETJ

Subject Boundary

200'

500'

Page 132 of 203



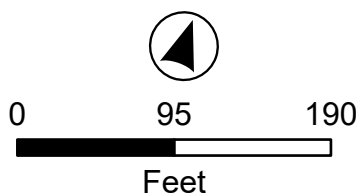
CASE: Z-26-0246

ATTACHMENT 5

KAUFFMAN LOOP WCF

Proposed Zoning

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



City Limits

ETJ

Subject Boundary

Proposed Zoning

RESIDENTIAL

SFR - Single-Family

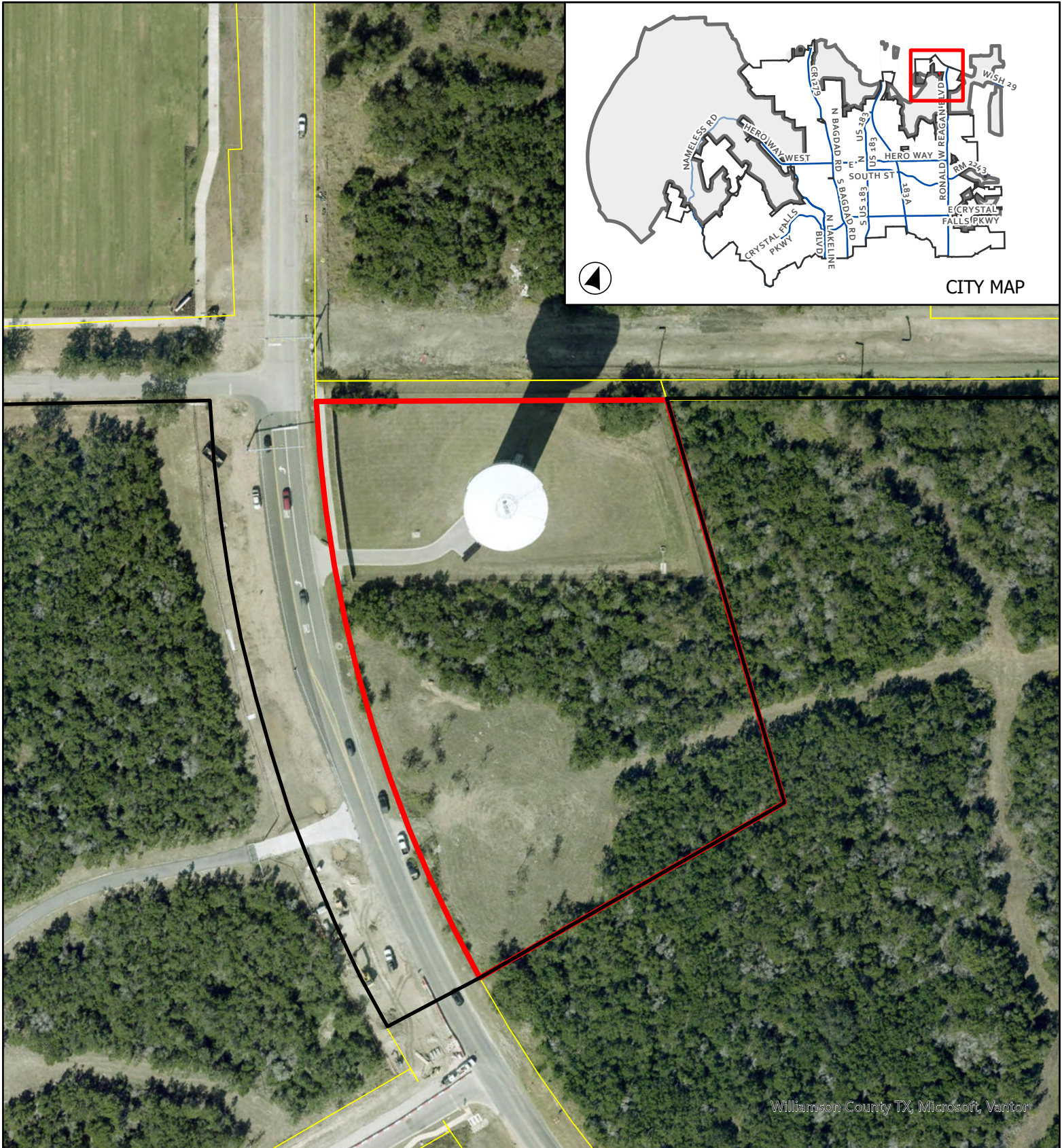
Rural

PUD LAND USE

PUD - Multi-Family

PUD - Local Commercial

PUD - General Commercial



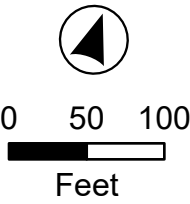
CASE: Z-26-0246

ATTACHMENT 6

KAUFFMAN LOOP WCF

Aerial Map

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



- Leander City Limits
- Williamson County Parcels
- Subject Boundary

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

The neighboring properties were sent notification letters July 22nd.

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

Howard Barkley Wedemeyer, Valor Texas, Zekelman Property, Brazos Electric Power Co Op.

3. What concerns were raised during these communications?

Brazos Electric had questions related to tower location, height, with more potentially to follow once a Site Plan is submitted.

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

No changes to the zoning request.

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

Signature:  Date 08/04/2026



July 22, 2026

Hello Neighbors!

We are writing to inform you of a proposed zoning change for the property located at 209 Kauffman Loop and to invite you to participate in the public review process.

An application has been submitted requesting to rezone the property from SFR-1-B (Single-Family Rural) to LC-2-A (Local Commercial) to allow the development of a Wireless Communication Facility.

A portion of the property is currently occupied by an existing water tower, while the remainder of the site is undeveloped and accessed from Kauffman Loop. The proposed zoning change would allow the property to accommodate a wireless communication facility that would help support wireless service in the area.

As a nearby property owner, you are invited to provide comments during the public hearing.

Public Hearing Information:

Planning and Zoning Commission

August 13, 2026

6:00 p.m.

Pat Bryson Municipal Hall

201 N. Brushy Street.

City Council

September 3, 2026

7:00 p.m.

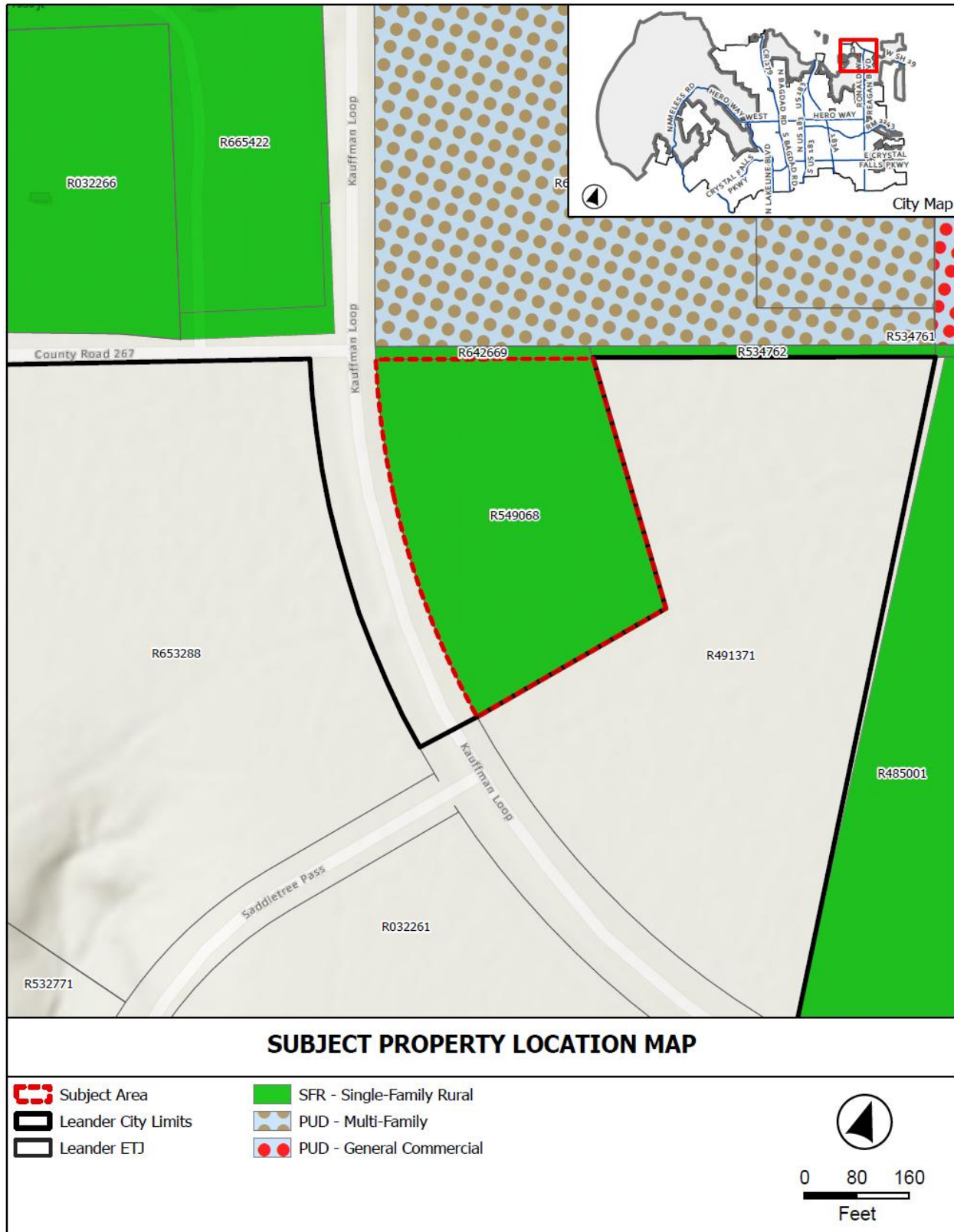
Pat Bryson Municipal Hall

201 N. Brushy Street.

If you have any questions or concerns regarding this zoning case, please call the City of Leander Planning Department at (512) 528-2733 to speak with Michael Chenausky.

Thank you,

Michael Chenausky AICP,
Senior Planner



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE (1) PARCEL OF LAND FROM SFR-1-B (SINGLE-FAMILY-RURAL) TO LC-2-A (LOCAL COMMERCIAL) MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 3.85 acres $\pm$; being more particularly described in **Exhibit "A"**; located southeast of the intersection of Kauffman Loop and CR 267; identified by Williamson County Central Appraisal District tax identification number R549068; more particularly described in Instrument Number 2016068767; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFR-1-B (Single-Family-Rural) to LC-2-A (Local Commercial) as shown in **Exhibit "A"**.

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

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

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

PASSED AND APPROVED on First Reading this the 3rd day of September, 2026.

FINALLY PASSED AND APPROVED on this the 17th day of September, 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, August 13, 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 August 6, 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 item 6.

By: Board Member Lantrip
Seconded: Board Member Morales

Vote: 7 - 0

6. Approval of the minutes for the Joint Workshop meeting held on May 21, 2026 and the meeting held on July 23, 2026.

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-26-0020 to adopt the Stormwater Master Plan to be included in the Comprehensive Plan, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0020 as described above.

Public Hearing opened at 6:05 p.m.; Public Hearing closed at 6:05 p.m.; following discussion.

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

Motion to approve Comprehensive Plan Case CPA-26-0020.

By: Board Member Lantrip

Seconded: Board Member Lewis

Vote: 7 - 0

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-26-0246 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to LC-2-A (Local Commercial) on one (1) parcel of land 3.85 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R549068; and generally located southeast of the intersection of Kauffman Loop and CR 267, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0246 as described above.

Public Hearing opened at 6:26 p.m.; Public Hearing closed at 6:26 p.m.; following discussion:

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

Motion to approve Zoning Case Z-26-0246.

By: Board Member Oliver

Seconded: Board Member Coats

Vote: 7 - 0

REGULAR AGENDA

9. Discuss and consider action on the Planning & Zoning Commission Progress Report for September 2025 to August 2026.

Motion to approve the Planning & Zoning Commission Progress Report for September 2025 to August 2026.

By: Board Member Oliver

Seconded: Board Member Lewis

Vote: 7 - 0

10. Adjournment
Meeting adjourned at 6:32 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Conduct a Public Hearing for the City of Leander Fiscal Year 2027 Proposed Budget.

- Discuss and consider action on an Ordinance adopting the budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027; appropriating the various amounts thereof and repealing all ordinances or parts of ordinances in conflict therewith; and providing for an effective date.

City of Leander Impact Statement				
Description	FY 2026	FY 2027	(\$) Change	(%) Change
Proposed Tax Rate FY2026				
Proposed Tax Rate (per \$100 of value)	0.417282	0.417282	0.00%	0.00%
Average Homestead Taxable Value Comparison				
Average Homestead Market Value	525,742	501,383	(24,359)	-4.63%
Tax on Average Homestead	2,194	2,092	(102)	-4.63%
Detailed Tax Rate Comparison				
Maintenance & Operations (M & O) Proposed	0.273604	0.274483	0.09%	0.32%
Interest & Sinking (I&S) Proposed	0.143678	0.142799	-0.09%	-0.61%
M&O Adj No-New Revenue Tax Rate	0.280537	0.294223	0.013686	4.88%
M&O Voter Approval M&O rate	0.290355	0.304520	0.014165	4.88%
Total No-New-Revenue Tax Rate	0.428187	0.430886	0.002699	0.63%
Total Unused Increment Rate	0.004399	0.020667	0.016268	369.81%
Total Voter Approval Tax Rate	0.438432	0.467986	0.029554	6.74%
Certified Values	16,459,964,129	17,096,758,657	636,794,528	3.87%
Total Tax Levy - All Properties	53,477,852.00	56,372,715.00	2,894,863.00	5.41%
M&O Tax Revenue	42,008,755	46,458,419.10	4,449,664	10.59%

BACKGROUND:

The vote to adopt the budget must be a record vote. Adoption of a budget that will require more property tax revenue than the preceding year is required to be a separate vote to ratify the proposed increase reflected in the budget. The Fiscal Year 2027 (FY 2027) Proposed Budget will raise more total property taxes than last year's budget by \$4,935,786.00 or 7.6%, and of that amount, \$2,386,269.00 or 48.3%, is tax revenue to be raised from new property added to the tax roll this year.

The FY 2027 Proposed Budget is based on a total tax rate of \$0.417282 per \$100 valuation. The tax rate consists of a Maintenance and Operations (M&O) rate of \$0.274483 and a Debt Service rate of \$0.142799. The FY 2027 Proposed Budget totals \$452,783,936.00, with the breakdown by fund presented on the following table:

Fund Group	FY 2026 Proposed Budget	FY 2027 Proposed Budget
General Fund	81,127,780	84,160,116
Golf Fund	3,246,379	6,980,584
Utility Fund	49,105,850	55,153,126
General Capital Projects	173,096,521	140,121,088
Golf Capital Project	1,000,000	3,880,105
Utility Capital Projects	80,771,000	105,593,414
Special Revenue Funds	22,821,279	14,975,883
Internal Service Funds	6,182,204	18,931,370
General Debt Service	23,955,600	22,988,250
Total All Funds	441,306,613	452,783,936

State law requires the budget to be adopted before the tax rate. The ordinance setting a tax rate that exceeds the No-New-Revenue (NNR) rate must be a record vote, and at least sixty (60%) percent of the members of the governing body must vote in favor. For the City of Leander, sixty (60%) percent equates to five (5) members of the City Council. The FY 2027 Proposed Budget Tax Rate does not exceed the NNR rate.

The FY 2027 Proposed Budget has a total of 557 full-time equivalent (FTE) positions, including an additional 32.25 new FTE positions and 21 position reclassifications across three distinct operating funds (General Fund, Golf Fund, and Utility Fund) to support growing municipal service demands and align with organizational restructuring. The budget incorporates proposed position reclassifications previously discussed with City Council at the Budget Workshop, along with additional director-level position reclassifications to reflect current job responsibilities, adjusting certain salaries to match with appropriate pay grades, and establishing a consistent departmental structure across the organization. The proposed new director-level positions are scheduled for City Council consideration to ratify the appointments with an effective date of October 1, 2026, in a separate agenda item following adoption of the FY 2027 Proposed Budget.

General Fund:

The General Fund Operating Budget includes funding for new one (1) time major expenditures that will equip the City for future planning needs:

- City Secretary – Special Elections including Bond Election (\$180,000.00),
- Fire – Ladder Truck for Fire Station No. 6 (\$2,700,000.00 earmark from General Fund Reserves),
- Engineering – Roadway Impact Fee Study Update (\$200,000.00), Utility Criteria Manual (\$300,000.00), and San Gabriel River County Floodplain Update (\$127,583.00),
- Human Resources – Compensation Study (\$65,000.00),
- Information Technology – Infrastructure and Equipment Upgrades (\$1,400,000.00 earmark from General Fund Reserves) and New Compliance with Criminal Justice Information Services (CJIS) Security Policy 6.0 (\$125,000.00), and
- Police – Vehicles for Victim Services, Crime Scene/Evidence, and Criminal Investigations Division (\$195,000.00).

The General Fund has a total of 456 full-time equivalent (FTE) positions, including 21 new FTE positions and 18 position reclassifications. These positions do not include potential grant-related positions that are pending award decisions to partially fund four (4) new FTE Police Officer positions through the Community Oriented Policing Services (COPS) Hiring Grant Program and 15 new FTE Firefighter positions through the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program. Funding has been budgeted under General Fund Non-Departmental for the 25% local match requirements should the City be awarded the grants.

Golf Fund:

The Golf Fund Operating Budget includes funding for new one (1) time major expenditures to support capital investments at the Crystal Falls Golf Club:

- Capital Improvements (\$3,500,000.00 earmark from Golf Fund Reserves), and
- Major Equipment (\$82,000.00).

The Golf Fund has a total of 29.75 FTE positions including three (3) new FTE positions and one (1) FTE position reclassification to align with organizational restructuring and meet growing service demands for the Crystal Falls Golf Club.

Utility Fund:

The Utility Fund Operating Budget includes funding for new one (1) time major expenditures to support water and wastewater operations and planning efforts:

- Water Master Plan (\$400,000.00),
- Brushy Creek Wastewater Capital Improvements (\$2,886,896.00),
- Compensation Earmark for Utility System Staffing Needs (\$500,000.00),
- Northwest Booster Pump and Variable Frequency Drive Improvements (\$150,000.00), and
- Irrigation Audit for Travisso Wastewater Treatment Plant – Phase 2 (\$150,000.00).

The Utility Fund has a total of 71.25 FTE positions, including 8.25 new FTE positions and two (2) FTE position reclassifications to align with organizational restructuring and meet growing service demands for the City's water and wastewater operations. This includes six (6) FTE positions that are transitioning to city employees from the Sandy Creek Water Treatment Plant, which was previously operated by the Brazos River Authority. The Utility Fund also includes funding in the amount of \$500,000.00 earmarked to address any potential staffing needs for water and wastewater operations during fiscal year 2027.

View [Fiscal Year 2027 Proposed Budget](#)

HISTORY/TIMELINE:**APPLICANT/AGENT:****RECOMMENDATION:**

Two (2) separate motions are required.

Motion #1 – "I move to ratify the property tax increase reflected in the proposed budget."

Motion #2 – "I move to approve the proposed budget for FY 2027."

PRESENTER:

Otis Williams, Chief Financial Officer

Fiscal Impact

Attachments:

1. Ordinance FY 2027 Budget Adoption

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Leander, Texas (“City”) has submitted to the City Council a proposed budget of the revenues and the expenditures for FY 2027 to conduct the affairs of the City and has provided a complete financial plan for FY 2027; and

WHEREAS, the proposed budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

WHEREAS, the City Council has received the City Manager’s proposed budget, a copy of which has been filed with the City Secretary; and

WHEREAS, the City Council has conducted a public hearing on the budget, as provided by law.

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

SECTION 1. The FY 2027 Annual Budget, beginning October 1, 2026, and ending September 30, 2027, a copy which is attached hereto.

SECTION 2. The sums shown in the FY 2027 Annual Budget are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City as established in the approved budget document for the fiscal year ending September 30, 2027.

SECTION 3. The City Manager is hereby authorized to transfer appropriations, when necessary, between accounts within the same budgetary fund for purposes of fiscal control, efficiency and sound management practices.

SECTION 4. Ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

PASSED and **APPROVED** on this 17th day of September 2026.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Conduct a Public Hearing on levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2027; providing for and apportioning each levy for specific purposes; and providing when taxes shall become due and when the same shall become delinquent if not paid.

- Discuss and consider action on the First Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2027 as described above.

BACKGROUND:

During the 2019 State Legislative Session, lawmakers approved Senate Bill 2 (SB2) that made changes to the process by which local governments adopt their local property tax rates. The law requires an election if a taxing jurisdiction adopts a property tax rate greater than 3.5% above the calculated Maintenance and Operations (M&O) No-New-Revenue (NNR) Rate. A public hearing is required prior to adoption of the proposed tax rate. In addition, the City Charter requires two (2) readings for any ordinance levying taxes.

Last year, the City Council adopted the Property Tax Rate for Fiscal Year 2026 at \$0.417282. This rate consisted of an M&O rate of \$0.273604 and a Debt Service Rate of \$0.143678.

For this year, the NNR Rate is \$0.430886. The Voter-Approval Rate is \$0.467986. On August 20, 2026, the City Council voted to consider a tax rate not to exceed Voter-Approval Rate of \$0.467986 per \$100 valuation.

The Fiscal Year 2027 (FY 27) Annual Budget is based on maintaining the existing Property Tax Rate of \$0.417282, which includes the M&O Rate of \$0.274483 and Debt Service Rate of \$0.142799. The current tax rate may be maintained because the net assessed value for the City has increased due to new value added to the tax roll after 2025. This year's Property Tax Rate of \$0.417282 is 3.2% lower than the NNR Rate (\$0.430886) and is 10.8% lower than the Voter-Approval Rate (\$0.467986).

Prior to action on the second and final reading of the tax rate, the City Council must adopt a budget with or without amendments for FY 2027. The second and final reading of the tax rate ordinance will be on the agenda at the City Council Special Meeting on September 22, 2026.

If a taxing entity approves a tax rate below the Voter-Approval Rate, the entity may "carry-forward" the unused increment to be available in the following year, up to a maximum of three (3) years. The City's unused increment rate for M&O is \$0.020667.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend City Council adopt the proposed ad valorem property tax rate of \$0.417282, which is lower than the No-New-Revenue Rate of \$0.430886 and Voter-Approval Rate of \$0.467986.

PRESENTER:

Otis Williams, Chief Financial Officer

Fiscal Impact

Attachments:

1. Ordinance FY 2027 Tax Rate Adoption

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LEANDER, TEXAS, FOR THE FISCAL YEAR 2027; PROVIDING FOR AND APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN THE SAME SHALL BECOME DELINQUENT IF NOT PAID.

WHEREAS, the City Council of the City of Leander, Texas, has deliberated the proposed municipal budget for the fiscal year beginning October 1, 2026 and ending September 30, 2027; and

WHEREAS, it is necessary that an ordinance be passed levying an ad valorem tax on all property, both real and personal, within the corporate limits of the City of Leander, Texas in accordance with such budget and the Texas Tax Code.

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

SECTION 1. There is hereby levied and there shall be collected for the use, support and operation of the municipal government of the City of Leander and to provide an interest and sinking fund for the fiscal year, upon all property, real, personal and mixed, within the corporate limits of the City subject to taxation, a tax of \$0.417282 for each \$100.00 valuation of property, said tax being so levied and apportioned for the following specific purposes;

(a) For the current expenses, maintenance and operation of the general government (General Fund), \$0.274483 on each \$100.00 valuation for property, and

(b) For the interest and sinking fund, \$0.142799 on each \$100.00 valuation of property.

SECTION 2. The Maintenance and Operations tax rate does not exceed the no-new-revenue maintenance and operations tax rate of \$0.294223 by \$0.019740 per \$100.00.

(a) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION 3. Taxes levied under this Ordinance shall be due October 1, 2026 and if not paid on or before January 31, 2027, shall immediately become delinquent.

SECTION 4. Taxes shall become a lien upon the property against which assessed, and the Travis County Tax Assessor/Collector within Travis County, and the Williamson County Tax Assessor/Collector within Williamson County, respectively, as the assessor and collector of taxes for the City of Leander, are hereby authorized and empowered to enforce the collection of such taxes, according to the Constitution and laws of the State of Texas and ordinances of the City, and shall, and, by virtue of the tax rolls, fix and establish a lien by levying upon such property whether real, personal or mixed for the payment of said taxes, penalty and interest. The penalty and interest collected from such delinquent taxes shall be apportioned between the General Fund and the Interest and Sinking Fund of the City of Leander. All delinquent taxes shall bear interest from date of delinquency at the rate prescribed by state law. Ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That this Ordinance shall take effect and be in full force from and after its passage.

PASSED and APPROVED First Reading this the 17th day of September, 2026.

PASSED AND APPROVED Second Reading this the 22nd day of September, 2026.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Consider ratifying appointments related to the City Manager's updated Leadership Team organizational structure, including reclassification of 10 current employees to director positions to take effect on October 1, 2026, and as provided for in the Fiscal Year 2027 proposed budget.

BACKGROUND:

During the recent budget process, the Leadership Team organizational structure was updated. One new position—Director of Parks and Recreation—was created. All other changes are reclassifications for current employees. New position classifications will take effect on October 1, 2026, and are incorporated into the Fiscal Year 2027 proposed budget.

Recruitment for the one new director position, the Director of Parks and Recreation, will be initiated after October 1, 2026. The selected candidate will be presented to the City Council for ratification.

Two director appointment ratifications relate to reclassifications that were approved by the City Council with amendments to FY 2026 budget. These position reclassifications were implemented at that time due to some position vacancies that occurred and the opportunity to create a departmental structure that better addressed City financial operations. These positions are:

- Reclass Budget Manager to Director of Budget & Strategic Planning — Luis Mendoza, and
- Reclass Deputy CFO to Director of Financial Services — Coretta Briscoe.

Through the course of the FY 2027 budget development and review process, City staff discussed with City Council the need to add new positions and implement some organizational adjustments to meet increasing workload requirements. This organizational adjustment included the following reclassification:

- Reclass the Assistant to the City Manager/Innovation Coordinator to Assistant City Manager - Kent Souriyasak.

While evaluating the City's current departmental and organizational structure, there are some additional position reclassifications to director level positions being proposed in order to align the position classifications with the duties and responsibilities and create consistent departmental structures throughout the organization. These position reclassifications are:

- Reclass Building Official to Chief Building Official — Chris Wheat,
- Reclass Golf General Manager to Director of Golf — Larry Werner,
- Reclass CIP Program Manager to Director of CIP — Tony Bettis,
- Reclass Deputy Director of Public Works to Director of Public Works Operations — Roman Poudyal,
- Reclass Assistant Director of HR to Director of HR — Belinda Medellin,

- Reclass Court Administrator to Director of Municipal Court — Karen Smith, and
- Reclass Communications Manager to Director of Communications — Ty Meighan.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend City Council ratify the appointments related to the City Manager's updated Leadership Team organizational structure, including reclassification of 10 current employees to director positions to take effect on October 1, 2026, and as provided for in the Fiscal Year 2027 proposed budget.

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

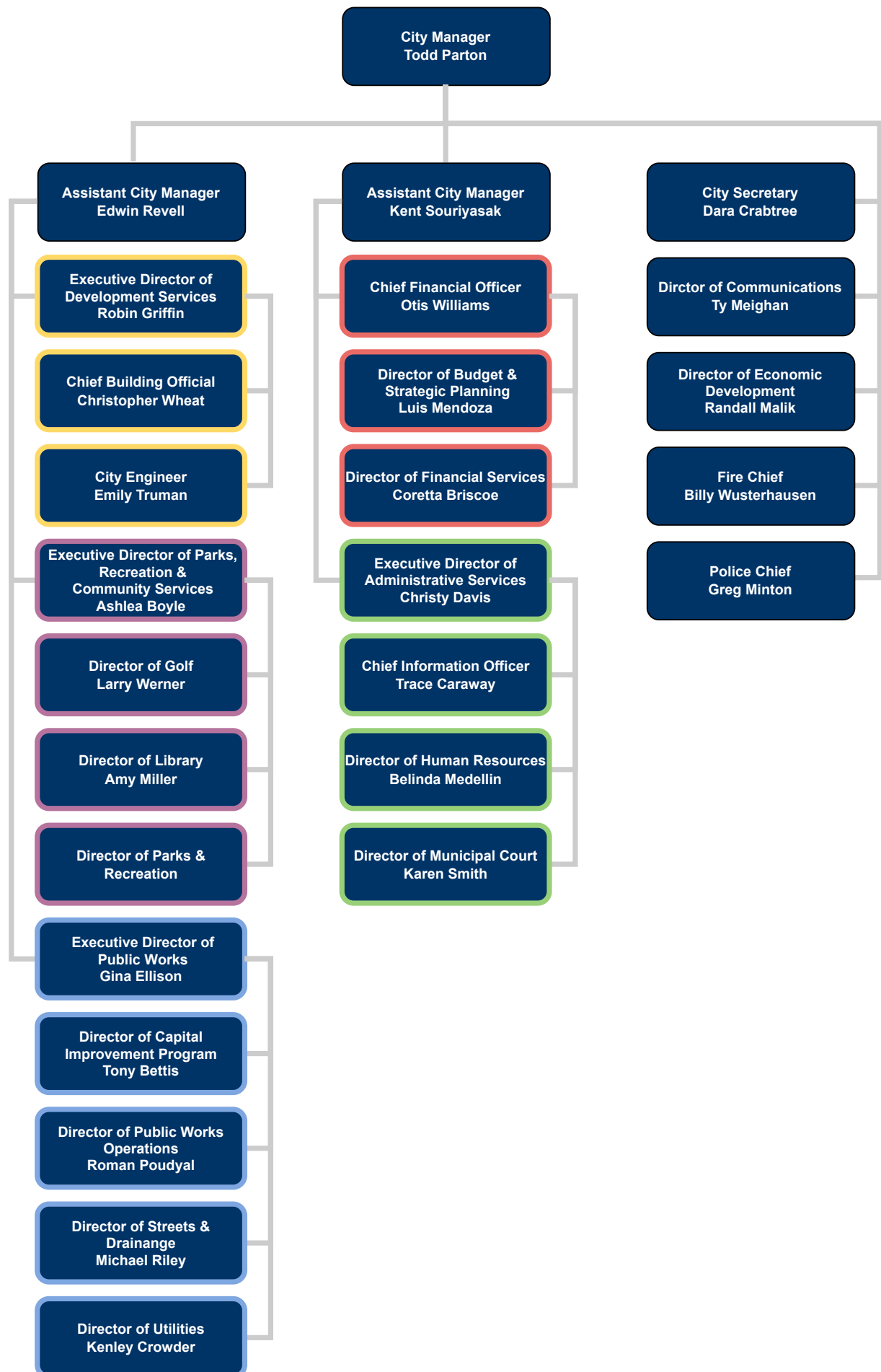
Recurring or one-time:

Fund source (Operating / Utility / etc.):

Attachments:

1. City Manager Leadership Team FY27

City Manager's Leadership Team





EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Discuss and consider action regarding Comprehensive Plan Case CPA-26-0020 to adopt the Stormwater Master Plan to be included in the Comprehensive Plan, Leander, Williamson and Travis Counties, Texas. *[At the request of City staff, this item has been moved to the October 1, 2026, regular meeting in order to allow the consultant time to incorporate final changes.]*

BACKGROUND:

During the September 3, 2026 meeting, the City Council voted to delay action to the September 17, 2026, meeting to allow the consultant to finalize the requested changes. Due to the posting deadlines, staff has moved this item to the October 1, 2026 agenda.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

PRESENTER:

Sarvesh Dhakal, PE, CFM, Assistant City Engineer, Floodplain Administrator

Attachments:



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Discuss and consider action on Zoning Case Z-25-0197 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-A (General Commercial) on one (1) parcel of land 1.67 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031577; and generally located northeast of the intersection of Ronald W. Reagan Boulevard and CR 177, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to establish zoning that supports commercial uses. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Neighborhood Center as identified by the Comprehensive Plan.

During the September 3, 2026 meeting, the City Council voted to delay action on Case Z-25-0197 and voted to approved the Case Z-26-0239 with a two (2)- year limit.

GENERAL INFORMATION:

Current Zoning: Interim SFS-2-B (Single-Family Suburban)

Proposed Zoning: GC-3-A (General Commercial)

Size and Location: The property is located at the northeast of the intersection of Ronald W. Reagan Boulevard and CR 177, including approximately 1.67 acres.

Surrounding Area: This property is located east of the ReFuel, Absolute Machine & Tooling, and Prime Office Warehouse development. RockPointe Church is located to the east of the site along with the Lone Star Landing subdivision which is under construction.

PROPOSED ZONING DISTRICT:

USE COMPONENT

GC – GENERAL COMMERCIAL:

Features: Any use in LC (Local Commercial) plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 square feet.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 20% of primary building or 120 square feet; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 square feet; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

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

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

- (1) A Type 3 site component is intended to be utilized with LO (Local Office) and LC (Local Commercial) use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be combined with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
- (3) Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: Five (5) or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories **NEIGHBORHOOD CENTER**

- The Neighborhood Center future land use category is intended for areas that will be developed mostly as nonresidential uses that are of an appropriate use, scale, and design that is compatible with abutting or adjacent residential uses. Site design should be neighborhood-focused, prioritizing walkability, screening, light shielding, street landscaping, compatible height, etc.

Typical uses include personal services, day care centers, small offices, fitness centers, restaurants, and retail plazas. Upper-story residential is recommended to create density to support retail, yet height limited for compatibility and scale. At the intersection of arterials and highways, more substantial retail centers and regional uses are appropriate. These locations may include hotels, vertical mixed-use, grocery stores.

Neighborhood Centers are daily activity nodes that see high traffic and turning movements, elevating access as a critical site consideration. Street relationship to the site should be safe, pedestrian-friendly, and supportive of the use type with adequate driveways.

Desired Mix: 70-100% Non-Residential, 0-30% Residential

PUBLIC NOTIFICATION:

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

The applicant completed the outreach to those within 500' via certified mail. No responses were received as of the time of the agenda posting.

Please see the full report from the applicant attached as Exhibits 9 and 10.

HISTORY/TIMELINE:

03/23/2005 - Annexation

07/23/2026 – Planning & Zoning, 1st Public Hearing

08/20/2026 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

09/03/2026 – City Council, 2nd Reading of the Ordinance - Postponed

APPLICANT/AGENT:

ANT Savings Corp. (Abhiram Garapati)

RECOMMENDATION:

As part of the evaluation of the request for Zoning Case Z-25-0197, the City Council has the following options:

1. Approve the proposed zoning change;
2. Deny the proposed zoning change; or
3. Approve an alternative request that may include modifications to the Site Component such as Type 1 or 2 or a higher Architectural Component such as Type A or B.

City staff recommend City Council select Option 3 listed above – approve an alternative request that would include a Type 2 Site Component and Type A Architectural Component. City staff made this recommendation based on the location being an intersection on an arterial roadway, surrounding land uses, and the Future Land Use designation of Neighborhood Center.

During the meeting of July 23, 2026, the Planning & Zoning Commission recommended approval with modifications to the Site and Architectural Components being GC-2-A (General Commercial).

The City Council voted to approve the zoning change to GC-3-C (General Commercial) during the August 20, 2026 meeting.

During the September 3, 2026 meeting, the City Council voted to postpone action to the September 17, 2026 meeting. The City Council may consider supporting the GC-3-A zoning, but a new public notice would be required to support the Type C architectural component since this component is less restrictive than the original request.

PRESENTER:

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

Attachments:

1. Z-25-0197 Att 1 Letter of Intent - 15950 Ronald Reagan
2. Z-25-0197 Att 2 Current Zoning - 15950 Ronald Reagan
3. Z-25-0197 Att 3 FLU Map - 15950 Ronald Reagan
4. Z-25-0197 Att 4 Public Notification - 15950 Ronald Reagan
5. Z-25-0197 Att 5 Proposed Zoning - 15950 Ronald W Reagan Blvd
6. Z-25-0197 Att 6 Aerial Map Zoomed Out
7. Z-25-0197 Att 7 Utilities Map - 15950 Ronald Reagan
8. Z-25-0197 Att 8 Neighborhood Outreach - 15950 Ronald Reagan
9. Z-25-0197 Att 9 Ordinance - 15950 Ronald Reagan
10. Z-26-0239 Att 10 Neighborhood Outreach - 15950 Ronald Reagan
11. Z-25-0197 Att 11 7-23-2026 P & Z Minutes

June 2, 2026

To,
The city of Leander

This letter is to request the zoning
change from SFS to GC-3A

for my property located at
15950 Ronald Reagan Blvd, Leander.

Your approval of this request is
greatly appreciated.

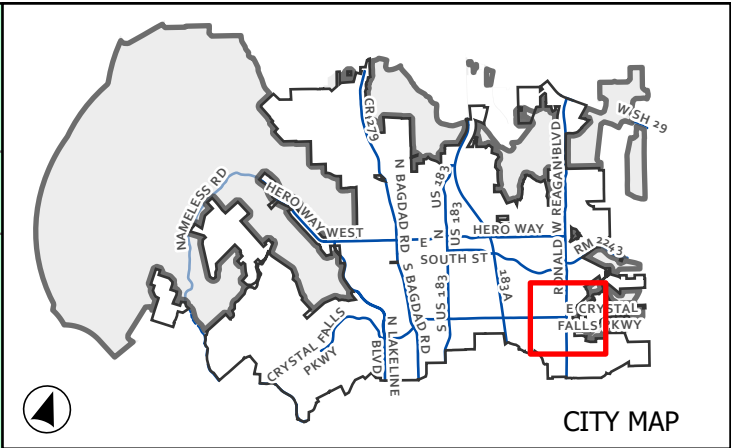
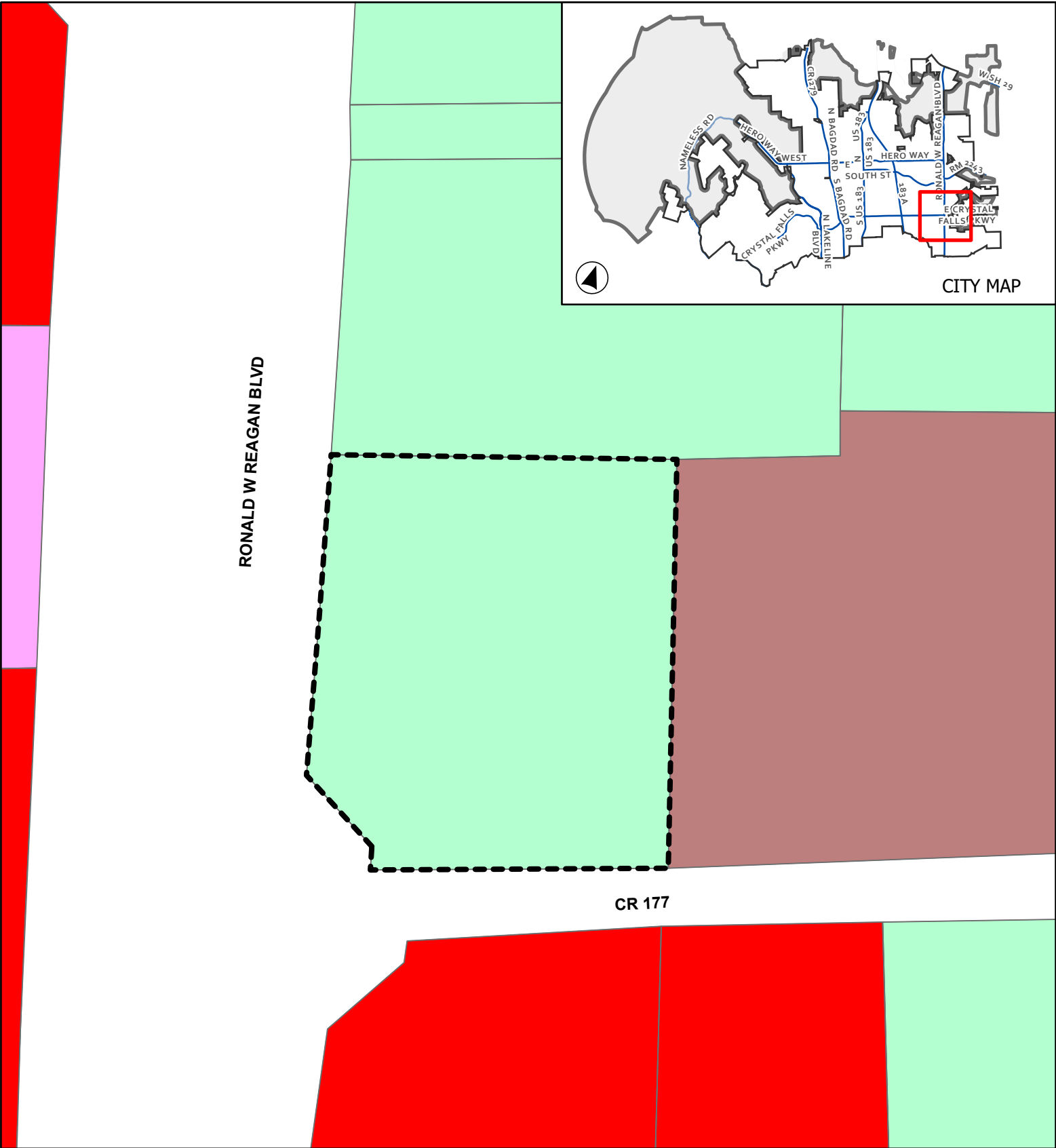
Thanks,

ABHIRAM GARAPATI

ANT SAVING CORP

512-912-6129

ant.savings@gmail.com



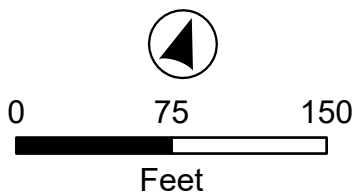
CASE: Z-25-0197

ATTACHMENT 2

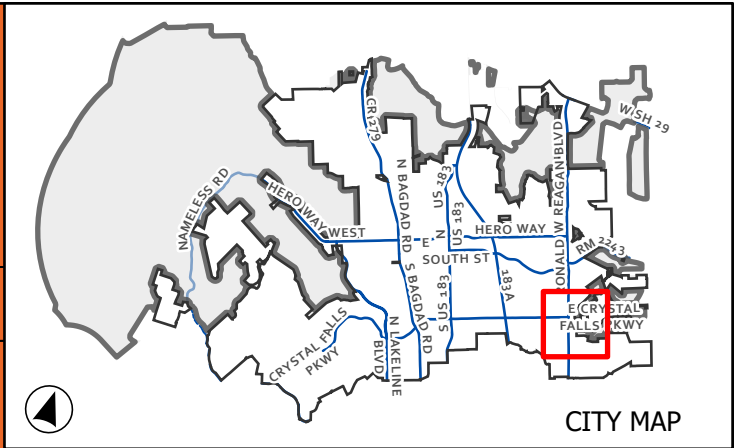
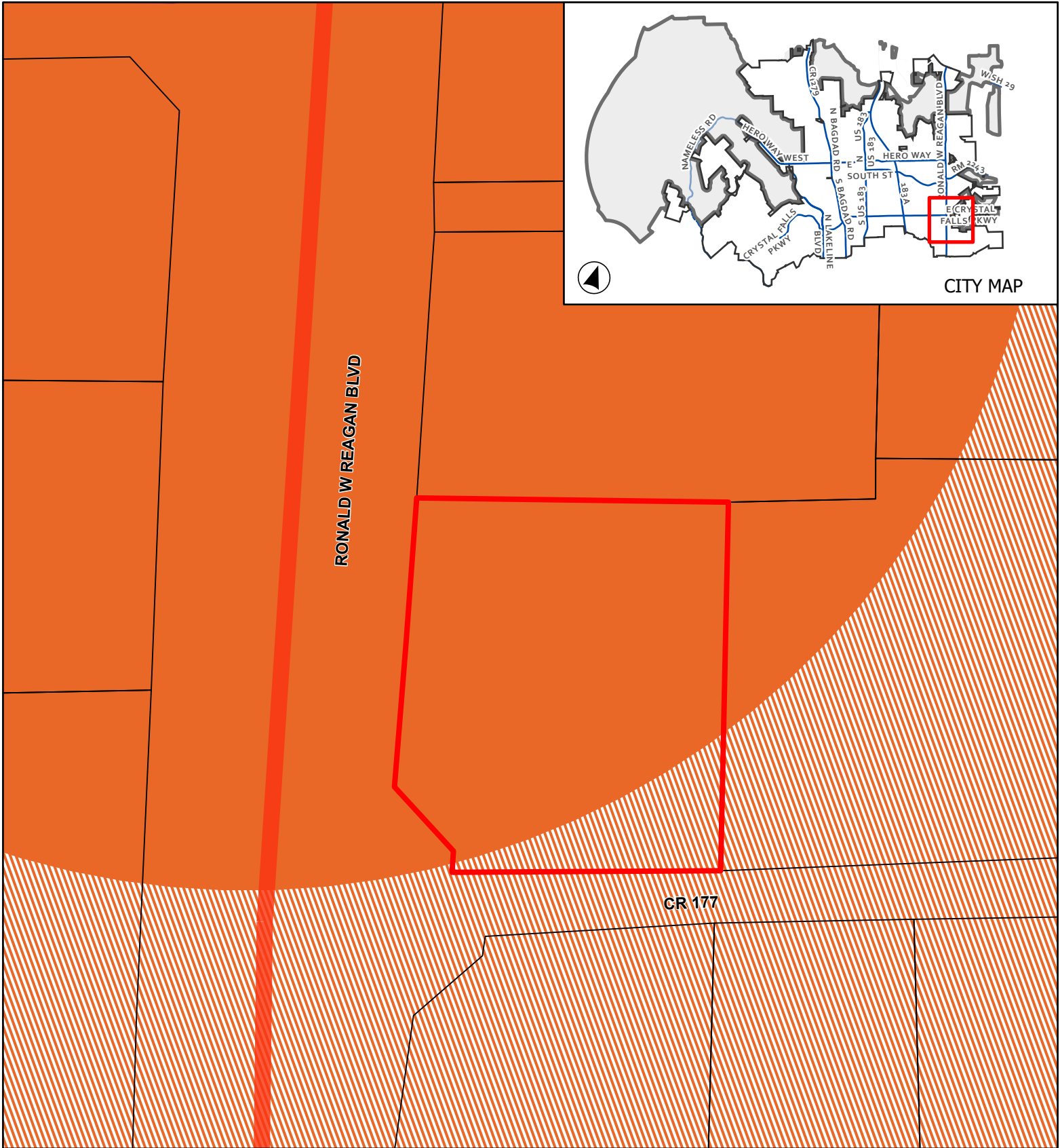
15950 RONALD REAGAN

Current Zoning

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



- City Limits
- ETJ
- Subject Boundary
- SFS - Single-Family Suburban
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial



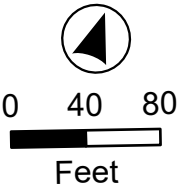
CASE: Z-25-0197

ATTACHMENT 3

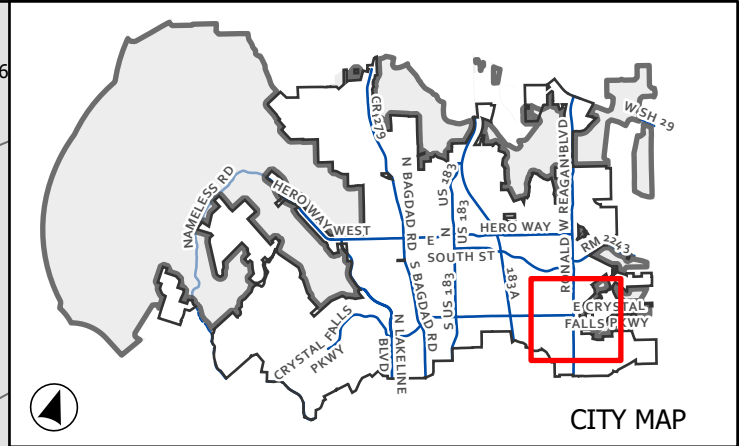
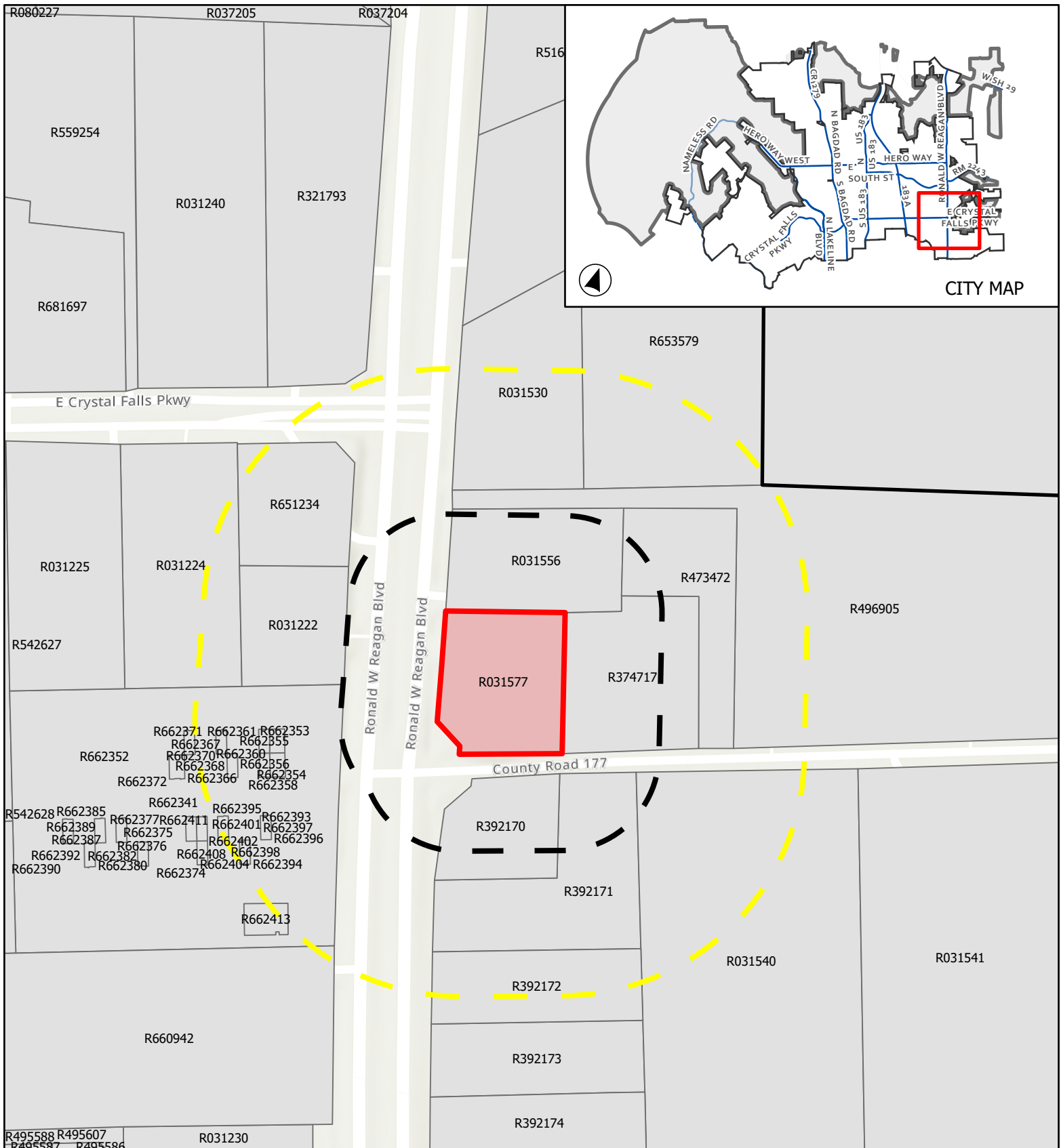
15950 RONALD REAGAN

Future Land Use Map

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



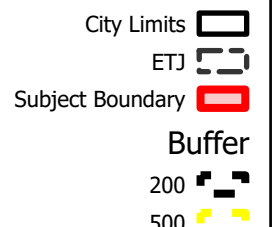
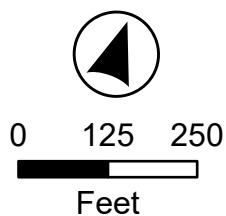
- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Neighborhood Center - Solid
- Neighborhood Center - Priority Corridor



CASE: Z-25-0197 ATTACHMENT 4 15950 RONALD REAGAN

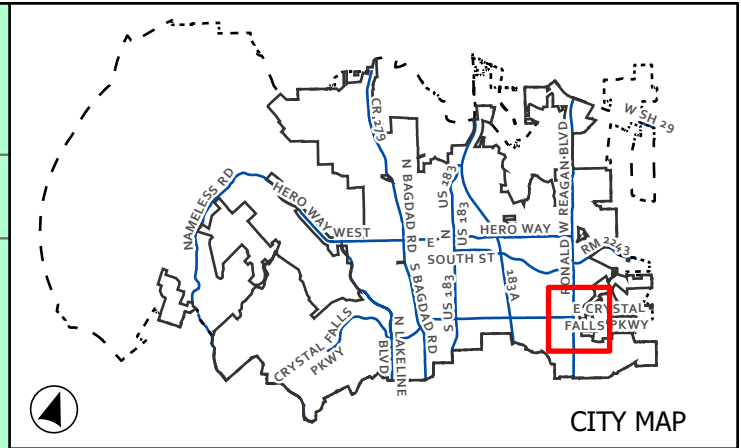
Public Notification

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



RONALD W REAGAN BLVD

CR 177



CITY MAP

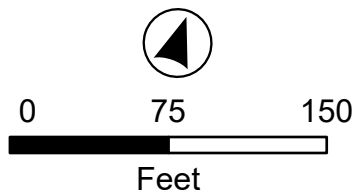
CASE: Z-25-0197

ATTACHMENT 5

15950 RONALD W REAGAN BLVD

Proposed Zoning

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

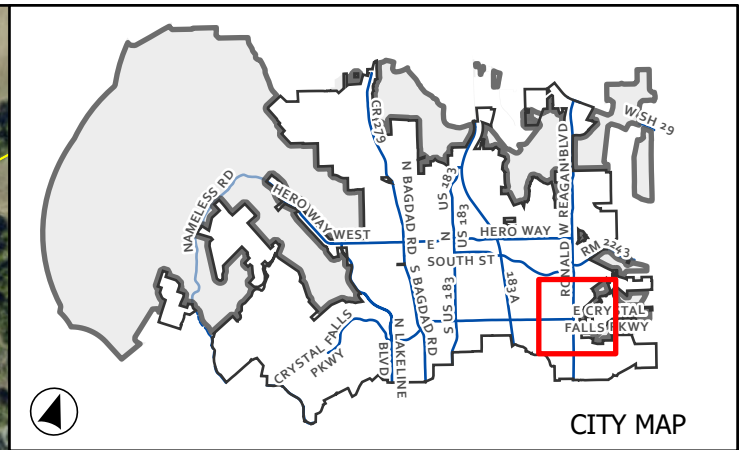
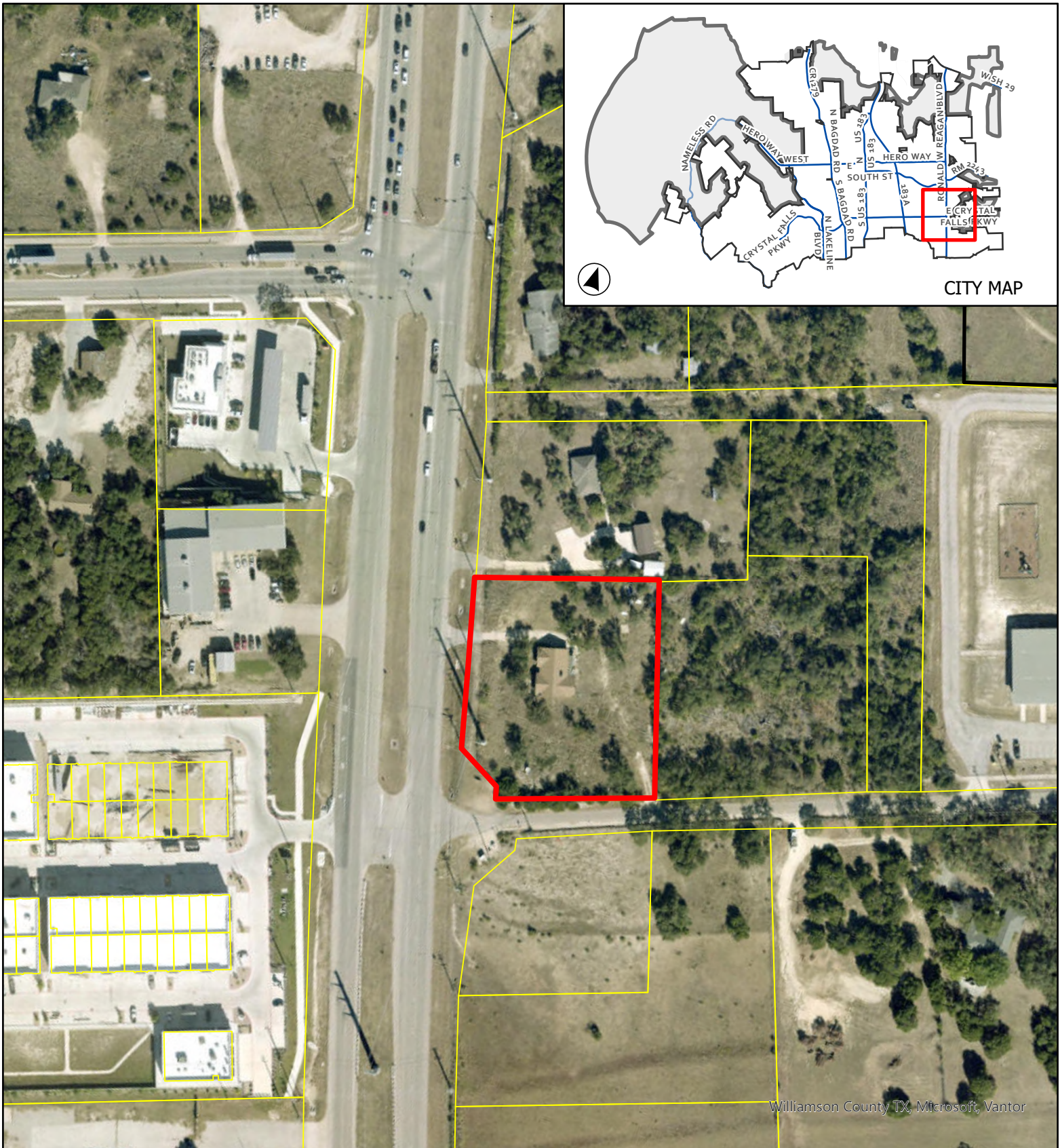


- City Limits
- ETJ
- Subject Boundary

Proposed Zoning

- SFS - Single-Family Suburban

- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial



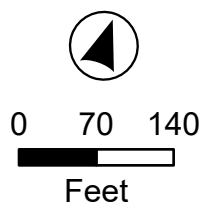
CASE: Z-25-0197

ATTACHMENT 6

15950 RONALD REAGAN

Aerial Map

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



Leander City Limits 
Williamson County Parcels 
Subject Boundary 

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

Sent a letter about zoning change to the neighbors

- R394717 ① Silicon Hills Holdings LLC & Bhavanarayana Naidu 15805 Belvoir Dr, Austin
R473472 ② UPPUKURI Chandra Sekhara 800 CR 177, Leander, TX 78641
R031556 ③ 7309 Cerro LLC 4500 Williams Dr, 212-114, Georgetown, TX 78633
R392170 ④ Joseph Land & Cattle 2904 Richard Ln, Austin, TX 78703

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

- R651234 ⑤ Getty Leasing INC 292 Madison Ave, FL9, NY, NY 10017
R031222 ⑥ TCM AMT Leander LLC 107 Technology Blvd, 705, Peachtree Corners, GA 30092
R662341 ⑦ PRIME office warehouses Leander 3220 Prentiss Ln, Leander, TX 78641

3. What concerns were raised during these communications?

None

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

None

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

Signature: _____

Date: _____

Oct 17, 2025

September 18, 2025
15950 Ronald Reagan Blvd,
Leander, Texas 78641

To our property neighbors,

Notice of application for change of zoning.

This letter is to inform you that we are in the process of applying for changing our property zoning from SFS to General Business. Please let me know if you have any questions or concerns and we can answer any questions that you might have. Our property address is 15950 Ronald Reagan Blvd, Leander, Texas 78641 and we have a 1.67 acre of land.

Thanks for your cooperation,



Abhiram Garapati
Ant Savings Corp
512-912-6129
Email: antsavings@gmail.com

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE (1) PARCEL OF LAND FROM INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO GC-3-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 1.67 acres ±; being more particularly described in **Exhibit "A"**; generally located northeast of the intersection of Ronald W. Reagan Boulevard and CR 177; identified by Williamson Central Appraisal District tax identification number R031577; more particularly described in Instrument Number 2018071689; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFS-2-B (Single-Family Suburban) to GC-3-A (General Commercial) as shown in **Exhibit "A"**.

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

notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 20th day of August, 2026.
FINALLY PASSED AND APPROVED on this the 17th day of September, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

R 374717 ① Silicon Hills Holdings LLC & Bhavanarayana Naidu 15805 Bellindr, Austin
R 473472 ② Uppuluri chandra rechar 800 CR 177, Leander, TX 78641
R 031556 ③ 7309 Carro LLC 4500 Williams dr, 212-174, Georgetown, TX 78633
R 392170 ④ Joseph Land & Cattle 2904 Richard Lane, Austin, TX 78703
R 651234 ⑤ Kelly Leasing INC 292 Madison Ave, FL 9, NY, NY 10017
R 031224 ⑥ TCM AMT Leander LLC 107 technology PKWY, 705 Peachtree Corners, GA 70092

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

R 662341 ⑦ Prime office warehouses Leander 3220 Prentiss Lane, Leander, TX 78641
R 031530 ⑧ City of Leander - P.O. Box 319, Leander, TX 78646
R 653579 ⑨ City of Leander - P.O. Box 319, Leander, TX 78646
R 031540 ⑩ Crystal Park LLC - 2913 Zoysia dr, Leander, TX 78641
R 496905 ⑪ Rockpointe church - 1070 CR 177, Leander, TX 78641

3. What concerns were raised during these communications?

None

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

None

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

Signature: Ablun

Date: June 5, 2026

Jun 5, 2026
Leander, TX

To,

Rockpointe church
1070 CR177, Leander, TX 78641

A special use permit for operating a food truck has been applied to the city of Leander for the property located at 15950 Ronald Reagan Blvd, Leander, TX 78641 which is 1.67 acres and is within 500 feet of your property. Please contact me asap if you have any questions or concerns on this special use permit application.

Thanks,

Abhinav Narapati

Ph: 512-912-6129

email: ant.savings@gmail.com



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, July 23, 2026
Regular Meeting at 6:00 PM



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

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

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners present except Commissioner Donnie Mahan and Commissioner Tyler Bray.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the July 16, 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 6-8.

By: Board Member Oliver
Seconded: Board Member Lewis

Vote: 5 - 0

6. Approval of the minutes for meeting held on July 9, 2026.
7. Approval of the extension of the application expiration for Subdivision Case PP-25-0066 Travisso Phase 5, Sections 7 and 9 Preliminary Plat; on one (1) parcel of land 66.645 acres $\pm$ in size; more particularly described by Travis Central Appraisal District Parcel 844741, generally located northwest of the intersection of FM 1431 and Buck Run, Leander, Travis County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case PICP-25-0193 Gilpin Construction Plan; on two (2) parcels of land 2.296 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R682099 and R432899, generally located southeast of the intersection of Lakeline Boulevard and Hero Way, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing regarding Zoning Case Z-26-0235 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the EMI (PUD) Addition Minor Planned Unit Development with the base zoning of GC-3-A (General Commercial) on one (1) parcel of land 5.35 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 513805; and generally located approximately 800 feet north of the intersection of FM 1431 and Vista Rock Drive, Leander, Travis County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0235 as described above.

Public Hearing opened at 6:06 p.m.; Public Hearing closed at 6:06 p.m.

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

Motion to approved Zoning Case Z-26-0235.

By: Board Member Oliver
Seconded: Board Member Coats

Vote: 5 - 0

10. Conduct a Public Hearing regarding Zoning Case Z-25-0197 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-A (General Commercial) and conduct a Public Hearing regarding Special Use Case Z-26-0239 to consider action on a Special Use Permit to allow for one (1) food truck on one (1) parcel of land 1.67 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031577; and generally located northeast of the intersection of Ronald W. Reagan Boulevard and CR 177, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0197 as described above.
- Discuss and consider action regarding Zoning Case Z-26-0239 as described above.

Public Hearing opened at 6:13 p.m.; Public Hearing closed at 6:13 p.m.

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

Motion to approve Zoning Case Z-25-0197 with the modification to the Site and Architectural Components being GC-2-A (General Commercial).

By: Board Member Oliver
Seconded: Board Member Lewis

Vote: 5 - 0

Motion to Deny Special Use Case Z-26-0239.

By: Board Member Oliver
Seconded: Board Member Coats

Vote: 5 - 0

REGULAR AGENDA

11. Adjournment
Meeting adjourned at 6:15 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Discuss and consider action on an Ordinance regarding a request for a variance to allow the sale of alcoholic beverages to occur within 300 feet of a church, school, or hospital commonly addressed as 11880 Hero Way West, Suite 201, Leander, Williamson County, Texas.

BACKGROUND:

Section 4.06.005 of the City of Leander Code of Ordinances prohibits the sale of alcoholic beverages in a place of business which is located within 300 feet of a church, public school, or public hospital. The City Council established the variance procedure as allowed by V.T.C.A., Alcoholic Beverage Code § 109.33(e).

Alcoholic Beverage Code § 109.33(e).

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

The measurement of the distance requirements for a school is measured from property line to property line and measured front door to front door for a church. The property line of Zeytun Mediterranean Grill measures within 300 feet of Neuvo Renacer Church.

Zeytun Mediterranean Grill is a family-run restaurant specializing in a blend of Persian, Italian, and Mediterranean cuisine. They are currently opened Monday through Sunday for lunch and dinner. The applicant is requesting a variance to sell beer and wine for on-premise consumption. This variance to the distance requirements would be granted to Zeytun Mediterranean Grill. Any future tenants would need to request a variance to allow for alcohol sales at this site.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Should City Council allow the variance, staff recommends the following conditions be included in the ordinance approving the variance:

- Provide that the variance issued is non-transferable.

- No outdoor signage advertising alcohol shall be allowed.

To approve the variance, Council must find that enforcement of the distance regulations does at least one of the following in this particular instance:

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

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Bob Kabob LLC dba Zeytun Grill Letter Requesting Variance
2. Letter from Neuvo Renacer Church
3. Zeytun Mediterranean Grill Alcohol Distance Variance Ordinance and Exhibit 09.17.2026



**ZEYTUN MEDITERRANEAN
GRILL**

BobKabob LLC dba Zeytun Mediterranean Grill
11880 Hero Way West, Suite #201
Leander, TX 78641
(213) 256-6512 • arsoofiani@gmail.com

August 6, 2026

Request for Alcohol Buffer Zone Variance

The Honorable N.A. "Cole" Thompson
Mayor, City of Leander

Dear Mayor Thompson,

I respectfully request your support for an Alcohol Buffer Zone Variance for Zeytun Mediterranean Grill.

We are a family-owned Mediterranean and Italian restaurant, not a bar. Serving a glass of wine with pasta or Mediterranean cuisine is a longstanding tradition in Italian and Mediterranean gastronomy. My father grew up in Tuscany, in the Rufina wine region near Florence, and I later trained as a chef in Florence. Wine would only be served responsibly with meals to complement our authentic cuisine - not as the focus of our business.

Supporting small businesses should be a primary responsibility of every mayor and community leader. Because of your extensive experience in small business, we are hopeful that you understand the challenges faced by family-owned businesses. We respectfully ask for your leadership and support for our family, our employees, and our restaurant as we continue serving the Leander community.

Granting this variance will support a local family business that has invested significantly in Leander, created local jobs, and is committed to being a responsible member of the community while fully complying with all City of Leander and TABC regulations.

Thank you for your time, consideration, and support.

Respectfully,

Arash Soofiani
Owner

Wednesday 19th of August 2026

To: The City of Lander, Tx

Subject: Conditional letter of no objection to Alcohol sales variance.

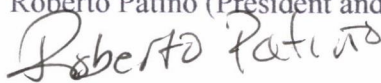
Dear Members of the City of Leander, I am writing to you in my capacity as Senior Pastor of Nuevo Renacer church. Located at **11880 hero way suite# 400, Leander, Tx 78661**. Our house of worship is located within the designed alcohol buffer zone for the commercial property at **11800 hero way suite #201, Leander, Tx 78661**. Where a new **Zeytun** Mediterranean and Italian restaurant is planned to be open. After meeting with the business ownership and discussing their operational plans, our church leadership board has votes to issue a **Conditional Letter of No Objection** regarding their request for an alcohol sales variance. Our support is strictly contingent upon the business adhering to the following mutually agreed-upon conditions, which we respectfully request to be integrated into the terms of their variance approval.

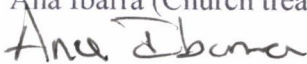
1. **Food Service Requirements:** The sales of alcoholic beverages (beer and wine) shall be strictly incidental to the service of food. The establishment must operate purely as a family restaurant, not as a bar or lounge.
2. **Non- transferability:** This expression of non-objection is granted solely to the current ownership, and the specific Zeytun Mediterranean and Italian restaurant presented us. If the property changes ownership, changes its business name, or alter its business model, this variance shall be null and void.

We value being good neighbors in this community and believe that, under these strict guidelines, the restaurant can thrive without disrupting the spiritual activities and peace of our congregation. Thank you for your time and for protecting the interests of our community.

Flora Patino 
Senior Pastor of Nuevo Renacer Church
512-663-1686

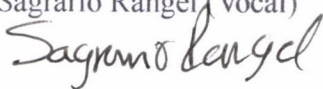
Church Committee

Roberto Patino (President and Pastor)


Ana Ibarra (Church treasure)


Haydee Arias (Secretary)



Sagrario Rangel (Vocal)


AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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

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

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

WHEREAS, by letter dated August 6, 2026, BobKabob, LLC (the “Applicant”) applied for a variance to the Regulation to allow for the sale of beer and wine for on premise consumption in a restaurant operating under the name “Zeytun Mediterranean Grill” (the “Restaurant”) that the Applicant operates in the unit located at 11880 Hero Way W, Suite 201, Leander, TX 78641, generally shown in **Exhibit A** (the “Property”), which is located within 300 feet of public school; and

WHEREAS, the City Council considered the application at a public meeting held on September 17, 2026; and

WHEREAS, the City Council hereby finds and determines that _____; and

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

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

Section 2. Variance Granted; Conditions of the Variance.

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

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

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

PASSED AND APPROVED this the 17 day of September, 2026.

ATTEST:

City of Leander, Texas

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor

Exhibit A

EXHIBIT "A"



 Zeytun Mediterranean Grill

 Neuvo Renacer Church



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Discuss and consider casting the official ballot for the election of Places 1 through 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.

BACKGROUND:

In 1973, the Texas Legislature passed legislation mandating that Texas cities provide workers' compensation coverage to their employees. At that time, most traditional insurance companies refused to write the coverage or quoted exorbitant rates. For those reasons, the legislation also authorized the creation of the first municipal risk pool in the United States, which was the predecessor of the TML Intergovernmental Risk Pool as we know it today.

The Texas Municipal League and several cities used the 1973 legislation to "pool" their resources. Using contracts called "interlocal agreements," they created the "Texas Municipal League Workers' Compensation Joint Insurance Fund." The Fund began operating on July 1, 1974, with close to 100 members.

Today, the Pool provides workers' compensation coverage for almost 200,000 local government employees, including 34,000 first responders. An 18-member Board of Trustees — composed primarily of city officials — oversees 250 Pool employees who administer the coverages.

In 1982, cities saw other coverages becoming scarce and expensive, so TML created a liability fund that year and a property fund the following year. (In the mid-1980s, the U.S. insurance market essentially crashed.) According to Time Magazine, that was "a time of frantic efforts to obtain insurance that, at best, was available only in limited amounts with high retentions at exorbitant rates."

The Pool truly came into its own during that period, and — today — the Pool provides liability coverage to over 2,700 local governments and protects almost \$50 billion in local government property. In 2024, the Pool created a new Cyber Fund to protect Members from that emerging risk. The Pool celebrated its 50th anniversary in 2024.

The Pool is governed by a 17-member Board of Trustees, composed primarily of city officials, which oversees 250 Pool employees who administer our coverage. The Governing Body of each Member of the Pool is entitled to vote for members of the Board of Trustees. The City Council may only cast one voter for each Place.

The officials listed on the ballot have been nominated to serve a six (6) year term on the TML Intergovernmental Risk Pool (Worker's Compensation, Property and Liability) Board of Trustees.

Candidates are listed alphabetically by Place below; bios are attached.

Place 1

- Kevin Clark, Council Member for the City of Gladewater (Region 15)
- J.W. 'Buzz' Fullen (*Incumbent*), Commissioner for the Henderson Housing Authority (Region 15)

- John Kinnaird, Chairman of the McLennan Central Appraisal District (Region 9)
- Carey D. Neal, Jr., City Manager for the City of Seagoville (Region 13)

Place 2

- Adam Benefield, Council Member for the City of Lago Vista (Region 10)
- Emily Crawford (*Incumbent*), City Manager for the City of Abilene (Region 6)
- Anthony DeFrancisis, Mayor Pro Tem for the City of Bertram (Region 10)

Place 3

- Corby Alexander, City Manager for the City of La Porte (Region 14)
- Jim Holgersson, City Manager for the City of Corsicana (Region 9)
- Cecil A. Hutson, Jr., Mayor Pro Tem for the City of Combine (Region 13)
- Andy Joslin, City Manager for the City of Beeville (Region 11)
- Ronda Perez, City Manager for the City of Anna (Region 13)
- Garrett Spradling, City Manager for the City of Borger (Region 2)
- Isaac Tawail, City Manager for the City of McAllen (Region 12)
- Alun Thompas, City Administrator for the City Rollingwood (Region 10)

Place 4

- Austin Bleess (*Incumbent*), City Manager for the City Jersey Village (Region 14)
- James Hoptopp, City Manager for the City of Weatherford (Region 8)

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

The City Council may cast only one vote for each Place 1 through 4.

PRESENTER:

Todd Parton, City Manager.

Fiscal Impact

Attachments:

1. TML Intergovernmental Risk Pool Candidate Bios

PLACE 1

- ☐ **Kevin Clark.** Council Member for the City of Gladewater (Region 15) for eight years. He has also served as the City Council's Ex Officio representative to the Board of Adjustments, Planning and Zoning Commission, and Parks and Recreation Board. During his tenure, he spearheaded the restructuring of the Gladewater Fire Department. Prior to his municipal service, Kevin retired after a distinguished 20-year career in the United States Marine Corps, attaining the rank of Gunnery Sergeant and serving during Operation Desert Storm. He then earned a degree in Speech Communication with a minor in English and spent 23 years as a teacher and coach at Gladewater High School. He has more than four decades of public service.
- ☐ **J.W. 'Buzz' Fullen** (*Incumbent*). Commissioner for the Henderson Housing Authority (Region 15) from 2012 to 2018 and from 2024 to present. Formerly, Mayor of the City of Henderson from 2004 to 2012 and from 2018 to 2024. He currently serves on the Henderson Civic Center Board (2003–present), the Henderson ETMC Hospital Diabetes Board (2009 – present), the Texas Eastern 911 Board for Rusk and Harrison Counties as Chair (2024 – present) and the Keep Henderson Beautiful Board (2008 – present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010, during which time he served as Chair (2018 – 2020) and Vice Chair (2016 – 2018).
- ☐ **John Kinnaird.** Chairman of the McLennan Central Appraisal District (Region 9). He was a four-term member of the Waco City Council and served in various leadership roles with the National League of Cities. He also provides governance and oversight for several non-profits within the community, engaging in areas ranging from workforce and economic development to arts, beautification, and culture. He is a Baylor University graduate, CFA charterholder, and is an SVP and lead investment officer of a local wealth management firm. Mr. Kinnaird has more than a decade of public and municipal government service, complemented by over two decades of professional experience in the financial services sector.
- ☐ **Carey D. Neal, Jr.** City Manager for the City of Seagoville (Region 13). Previously, he served as Deputy City Manager for the City of Lancaster. Mr. Neal holds a Master of Public Administration from American University and a Bachelor of Science from the University of Texas at Arlington. He is currently pursuing a PhD in Public Policy at Liberty University. He is an active member of the International City/County Management Association, the Texas City Management Association, and serves as Director at Large for the North Texas City Management Association. He has served on several governing boards, including the Texas Coalition for Affordable Power Board and the North Texas Housing Finance Corp. Board.

WRITE IN CANDIDATE (complete only if you did not mark a square above):

PLACE 2

- ☐ **Adam Benefield.** Council Member for the City of Lago Vista (Region 10). He has served as the City Council liaison to the Building and Standards Commission and has been actively involved in matters related to municipal operations, budgeting, infrastructure, development, public safety, and risk management. Mr. Benefield has extensive experience as a business owner and operator in the construction, irrigation, landscaping, and water-related service industries. He is licensed through the Texas Commission on Environmental Quality as a Licensed Irrigator, Backflow Prevention Assembly Tester, Water Treatment Specialist, Customer Service Inspector, and Irrigation Inspector. He is committed to responsible local government and fiscal discipline.
- ☐ **Emily Crawford (Incumbent).** City Manager for the City of Abilene (Region 6) since June 2025. Previously, she was City Manager of Brownwood, Texas, for 10 years where she led numerous transformational initiatives including downtown revitalization, a countywide 911/dispatch center, and major investments in infrastructure and public facilities. She serves as Immediate Past President of the Texas City Management Association (TCMA). Ms. Crawford holds a Master of Science in Organizational Development from Abilene Christian University, a bachelor's degree in Health and Wellness Promotion from Texas State University, and has completed the Executive Training Institute at the LBJ School of Public Affairs, University of Texas at Austin.
- ☐ **Anthony DeFrancis.** Mayor Pro Tem for the City of Bertram (Region 10). He has a Bachelor of Science degree from Pennsylvania State University, an MBA from Point Park University, and an M.Ed. from Lamar University. He served as a school administrator, domestically and internationally, for 6 years, a secondary mathematics educator for 20 years, and as a mentor and evaluator of incoming educators for various school districts. Previously, he was a member of the Zoning Board of Adjustment for the City of Hutto. He is a member of the Ancient Free & Accepted Masons and the Ben Hur Shriners. He has a strong commitment to public service and sound local governance.

WRITE IN CANDIDATE (complete only if you did not mark a square above):

PLACE 3

- ☐ **Corby Alexander.** City Manager for the City of La Porte (Region 14). He is a native of Henderson, Texas, and has guided other Texas cities in previous management roles and administrative positions. Corby Alexander holds a bachelor's degree in political science from Texas A&M University and a master's degree in public administration from the George Bush School of Government and Public Service at Texas A&M. He is involved with the International City/County Management Association, the Texas City Management Association, and Rotary International. Corby and his wife are proud parents who enjoy spending quality time with their family, participating in church activities, and engaging in community events.
- ☐ **Jim Holgersson.** City Manager for the City of Corsicana (Region 9). He previously served as City Manager for the Texas cities of Waco and Arlington and has held municipal management positions in four additional states. He is a member of the International City/County Management Association (ICMA), where he has served on three committees, and is a past president of both the North Texas City Management Association and the Tennessee City Management Association. He holds a master's degree in public administration from the University of Arkansas.
- ☐ **Cecil A. Hutson, Jr.** Mayor Pro Tem for the City of Combine (Region 13) since May 2022 and served on the City Council since May 2018. Mr. Hutson and his wife, Barbie, moved to Combine in September of 2016 after raising their family in Mesquite, Texas. They have three adult children and eleven grandchildren. Currently, he is the branch owner of TWFG – Hutson Insurance Services in Mesquite, and Barbie is a retired educator. He and his wife are active in their local church and in the community. Mr. Hutson states his experience in the insurance industry, serving as a risk advisor, would be invaluable as he further serves Texas communities as a Board member of the TML Risk Pool.
- ☐ **Andy Joslin.** City Manager for the City of Beeville (Region 11). Previously, he served as City Manager for the City of Floresville from 2021 to 2024. Mr. Joslin also served as City Manager and Finance Director for the City of Alice. Earlier in his public service career, he held multiple leadership roles with the City of Floresville, including Interim City Manager, Assistant Chief of Police, and Narcotics Task Force Commander. Mr. Joslin earned a Bachelor of Occupational Education degree with a specialization in Law Enforcement from Wayland Baptist University and is a graduate of the FBI National Academy, Session 219. He has served as President of the Floresville Lions Club and held board positions on other governing boards.
- ☐ **Ronda Perez.** City Manager for the City of Anna (Region 13) since March 2026. She notes her accomplishments are built upon a strong foundation, and her years of experience in servant leadership speak volumes regarding her keen understanding of local government and its purpose. She also states she is deeply dedicated to the cities she serves with vision, execution, development and consensus building. Ms. Perez earned a master's degree in criminal justice from California State University, Long Beach, as well as dual bachelor's degrees in political science and criminology, law and society from the University of California, Irvine. She is also a recent graduate of the Harvard Kennedy School of Government for local and state officials.
- ☐ **Garrett Spradling.** City Manager for the City of Borger (Region 2). He began his public service career on the Borger City Council. His background includes service as Deputy Fire Marshal/Emergency Management Coordinator and multiple supervisory and command roles with the Borger Police Department. He also served as President and Vice President of Spradling Oil, LP, where he oversaw safety programs, DOT and regulatory compliance, spill prevention planning, commercial vehicle operations, OSHA-related documentation, and workers' compensation. Mr. Spradling holds a Master of Public Administration and a Bachelor of Arts in Political Science from Texas Tech University and is a Certified Public Manager.

PLACE 3 CANDIDATES CONTINUE ON THE FOLLOWING PAGE

CANDIDATES FOR PLACE 3 (CONTINUED)

- ☐ **Isaac Tawil.** City Manager for the City of McAllen (Region 12). He has over 25 years of dedicated service to Texas municipalities. As City Manager, he oversees a budget exceeding \$650 million. Before his appointment as City Manager, he served in the City Attorney's Office for 13 years, most recently as City Attorney where he gained experience in municipal law, governance, risk management, insurance, and regulatory compliance. Mr. Tawil also serves as a Trustee of the Texas Municipal Retirement System (TMRS). He states his combined executive leadership, fiduciary oversight, and legal expertise provide a strong foundation for advancing sound governance, fiscal responsibility, and effective risk management on behalf of Texas cities.
- ☐ **Alun Thomas.** City Administrator for the City of Rollingwood (Region 10) since March 2025. Previously, he served the City of Santa Fe where he began as City Secretary and advanced to City Manager. In that role, he reports he used his emergency management experience to mitigate the effects of Hurricane Beryl through proactive hardening of City-owned facilities, employee training, and extensive pre- and post- event community outreach and education. Mr. Thomas holds a bachelor's degree in political science, and a master's degree in both political science and public administration from the University of Houston. He is a member of the Texas City Management Association and the Government Finance Officers Association.

WRITE IN CANDIDATE (complete only if you did not mark a square above):

PLACE 4

- ☐ **Austin Bleess** (*Incumbent*). City Manager for the City of Jersey Village (Region 14) since 2017. He has served on the TML Risk Pool Board since 2022, and as Vice Chair of the Board since 2025. Previously, he served as City Administrator in Winnebago, MN and City Manager in Caribou, ME. Mr. Bleess holds a BA in Political Science from Bethel University and a Master of Public Administration from Walden University. He is a Credentialed Manager through ICMA. He is a member of TCMA and served on the TCMA Board from 2024 to 2026. As a part of the America 250 celebration, he was named as one of 250 Government Champions who exemplify “democracy at the doorstep” through dedication, innovation, and the highest sense of public service.
- ☐ **James Hotopp**. City Manager for the City of Weatherford (Region 8) since November 2018. He began his career with the City of Weatherford in 2007 and advanced through a series of positions, including Utility Engineer, City Engineer, Director of Water Utilities, Director of Planning and Development, Assistant City Manager, and Deputy City Manager. Mr. Hotopp is a member of the International City/County Management Association, the Texas City Management Association, the North Central Texas City Management Association, and the Tarrant Regional Transportation Coalition. He also serves on the Parker County Economic Development Board, the Parker County Transportation Safety Committee, and the Texas Public Power Association Board.

WRITE IN CANDIDATE (complete only if you did not mark a square above):



EXECUTIVE SUMMARY
9/17/2026

AGENDA SUBJECT:

Discuss and consider action on an Ordinance Article 1.04 Boards, Commissions, and Committees, repealing Division 4. Parks and Recreation Advisory Board and replacing with a new Division 4. Leander Heritage, Recreation, and Culture Advisory Board providing for membership composition, terms, duties, allowance for subcommittees, implementation and funding public art, and budget; repealing Division 5. Historic Preservation Commission; repealing Article 1.14 Public Art Program and Division 2. Public Arts and Culture Commission; providing a severability clause, effective date, and related matters.

BACKGROUND:

City Council appointed two of its members to the City Council Board and Commission subcommittee to review and provide recommendations regarding the structure of the City's advisory bodies. At the July 16, 2026, regular City Council meeting, the subcommittee presented its findings and recommendations consisting of the following:

- Committee Steering Process,
- Focus Group Structure and Member Selection,
- Parks Board and LPACC Resolution Path,
- Historical Preservation Commission and ESRG Pilot Path,
- Economic Strategy Research Group, and
- Annual Community Planning Group.

Following the discussion at that meeting and subsequently at its September 3, 2026, regular meeting, the City Council approved repealing the Parks and Advisory Board, Public Arts and Culture Commission, and Historic Preservation Commission and constituting a new board to be known as the Leander Heritage, Recreation, and Culture Advisory Board, consisting of nine (9) members. The attached ordinance outlines the new board's membership composition, terms, duties, subcommittees, and budget.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend City Council approve repealing the Parks and Recreation Advisory Board, the Public Arts and Culture Commission, and Historic Preservation Commission and creating a new board to be know as the Leander Heritage, Recreation, and Culture Advisory Board as outlined in the ordinance.

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Board Consolidation Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLE 1.04 BOARDS, COMMISSIONS, AND COMMITTEES REPEALING DIVISION 4. PARKS AND RECREATION ADVISORY BOARD AND REPLACING WITH A NEW DIVISION 4. LEANDER HERITAGE, RECREATION, AND CULTURE ADVISORY BOARD PERTAINING TO MEMBERSHIP COMPOSITION, TERMS, DUTIES, ALLOWANCE FOR SUBCOMMITTEES, AND BUDGET; REPEALING DIVISION 5. HISTORICAL PRESERVATION COMMISSION; REPEALING ARTICLE 1.14 PUBLIC ART PROGRAM, DIVISION 1 PUBLIC ART PROGRAM AND DIVISION 2. PUBLIC ARTS AND CULTURE COMMISSION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS

WHEREAS, it is the desire of the City Council of the City of Leander to combine the Parks and Recreation Advisory Board, the Historical Preservation Commission, and the Public Arts and Culture Commission into one board to be known as the Leander Heritage, Recreation, and Culture Advisory Board and to provide for the membership composition, terms, duties, allowance for subcommittees, and budget;

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

SECTION 1. The above and foregoing recital is hereby found to be true and correct and is incorporated herein as findings of fact.

SECTION 2. The Code of Ordinances of the City of Leander, Texas hereby repeals Division 4. Parks and Recreation Advisory Board, Division 5. Historical Preservation Commission, and Article 1.14 Public Art Program, Division 2. Public Arts and Culture Commission, and replaces Article 1.04, Boards, Commissions and Committees, Division 4. to read as set forth in Exhibit “A”.

SECTION 3. The term “parks and recreation advisory board” shall be replaced with “Leander Heritage, Recreation, and Culture Advisory Board” wherever it appears in the Code.

SECTION 4. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. That all provisions of the Ordinances of the City of Leander, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this ___ day of _____, 2026

CITY OF LEANDER, TEXAS

Na’Cole Thompson, Mayor

ATTEST:

Dara Crabtree, City Secretary

[Remainder of Page Intentionally Left Blank]

EXHIBIT "A"

Division 4. Leander Heritage, Recreation, and Culture Advisory Board

Sec. 1.04.091. – Board creation.

There is hereby created an advisory board to be known as the Leander Heritage, Recreation, and Culture Advisory Board, hereafter referred to as the "board."

Sec. 1.04.092. - Composition; appointment and term of members

(a) The board shall serve as an advisory body to the City Council and shall consist of nine members, appointed by the city council in accordance with the City Charter and the Code of Ordinances, who shall whenever possible meet one or more of the following qualifications:

- (1) A registered architect, planner or representative of a design profession,
- (2) A registered professional engineer in the State of Texas,
- (3) A member of a nonprofit historical organization of Williamson County,
- (4) A local licensed real estate broker or member of the financial community,
- (5) An owner of an historic landmark residential building,
- (6) An owner or tenant of a business property that is an historic landmark or in an historic district,
- (7) A resident of the extraterritorial jurisdiction,
- (8) Leander ISD (LISD) school representative,
- (9) Member/instructor of an active local arts nonprofit organization/corporation or commercial art dealer,
- (10) Art instructor in a local LISD middle/high school or a local college/university such as Austin Community College or Art Institute,
- (11) Active professional artist, and
- (12) Supportive of, educated, in, and/or active in the field of public art or community affairs.

(b) The chairman and vice-chairman of the commission shall be elected by and from the members of the commission.

(c) Commission members shall serve staggered terms of three years each.

(d) For the initial appointment of board members, three members shall serve one-year terms, three members shall serve two-year terms, and three members shall serve three-year terms. Thereafter, all members shall serve three year terms.

Sec. 1.04.093. – Duties; meetings.

(a) The duties of the commission, shall be to:

- (1) Assist in applying for preservation and rehabilitation grants and by making recommendations to the city government concerning the utilization of state, federal, or private funds to promote the preservation of historic landmarks and historic districts within the city.
- (2) Create subcommittees from among its membership and delegate to these committees' responsibilities to carry out the purposes of the ordinance.
- (3) Maintain written minutes that record all actions taken by the board and the reasons for taking such actions.
- (4) Increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs.
- (5) Recommend action to the city government regarding the donation of preservation easements and development rights as well as any other gift of value for the purpose of historical preservation, subject to the approval of the city council.
- (8) Assist in the development and implementation of a master parks plan for the city.
- (9) Analyze and make recommendations concerning the long-range parks and recreation facility needs of the community.
- (10) Make recommendations on fees and charges for parks and recreational facility and program use.
- (11) Help promote and provide volunteer support for special recreational programs and events offered through the city.
- (12) Prepare implementation guidelines, selection procedures, and organizational policies to facilitate art in public places.
- (13) Program planning, designation of sites for public art, determining project scope.
- (14) Encourage and facilitate private contributions and private art installations within corporate construction and reconstruction projects.

(b) Members of the commission shall serve without compensation.

(c) The commission shall meet at least monthly unless there is no commission business at hand. All meetings shall be held in conformance with the Texas Open Meetings Act (V.T.C.A., Government Code ch. 551).

(d) A quorum for the transaction of business shall consist of not less than a majority of the full voting membership. All issues shall be decided by a simple majority vote of the commission members present.

Section 1.04.094. - Implementation and funding of a public art program.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial structure. Any building or structure, all or part of which is to be used as an auditorium, private convention center, professional or commercial office, bank, private library (other than school), manufacturing plant, factory, assembly plant, processing plant, mill, warehouse, shopping mall, store, shop, market, hotel, storage building, freight depot, and/or

private automobile parking structure which is not connected to or incorporated in other structures.

(1)"*Commercial structure*" shall include developmental projects that involve more than one phase of construction.

(2)"*Phase*," when used with respect to a commercial structure, shall mean that portion of a developmental project that represents a completed portion of the entire commercial structure.

Construction costs. The total value of the construction of, or reconstruction work on, commercial structures as determined by the chief building inspector in issuing a building permit for the construction or reconstruction. Relative to a municipal construction project, construction costs shall include architectural and engineering fees, site work and contingency allowances. It does not include land acquisition cost and/or subsequent cost changes to the construction contract. All construction costs shall be calculated as of the date the contract is executed.

Municipal construction project. Any project to be paid for wholly or in part by the city, regardless of the source of the monies, to construct, remodel or reconstruct any public buildings, decorative or commemorative structures, parking facilities and/or parks, or any portion of any of such buildings, structures, facilities or parks, belonging to the city, within its geographical boundaries as they now exist or shall exist in the future. This does not include road/street projects either new or repaving and/or utility projects, such as water or waste water lines.

Parks. Projects types include active parks, in whole or in part, such as athletic fields or courts; aquatic facilities; trails/greenways; and indoor facilities designed for activities/recreation, etc. Also includes passive parks which include public spaces such as garden areas; food courts, wildlife viewing areas; dog parks; picnic shelters; etc.

Reconstruction. Alterations or repairs made to a commercial structure or municipal construction project within any 12-month period in which alterations or repairs exceed 50 percent of the value of the existing structure, so that such structure is required to conform to the requirements for new buildings pursuant to this Code.

Works of art or artworks. As a guide, public art is art in any media that has been planned and executed with the intention of being staged in the physical public domain, usually outside, but not always, and accessible to all. Public art may be incorporated into architecture itself in the creation or renovation of buildings and sites; it could be interactive and designed to encourage public participation; and may also be installed in natural, environmental or landscape settings. In addition, tangible creations by artists exhibiting the high quality of skill and aesthetic principles, including but not limited to paintings, sculptures, stained glass, statues, bas reliefs, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, tapestries, photographs, drawings, monuments and fountains, fulfill the definition of public art.

(b) Public art fund.

(1) *Established.* There is hereby created a public art fund, which shall be a separate account set up by the city to receive monies appropriated for the public art program. The public art fund shall consist of the following:

- (A) Up to one percent of the construction cost of a municipal building project as bid, contracted and accepted by the city. Artwork should be first and foremost considered as a part of the project itself, and used in/for that particular city project. Any unexpended monies in this fund may be used for works of art at existing public properties and facilities as deemed appropriate by the board and approved by the city council.
- (B) All funds donated to the public art fund by the private sector.
- (C) Other funds allocated by the city for public art through the budgetary process.
- (D) Art funds can only be used within the scope of the specific project if utilizing bond funds. Bond funds cannot be used to supplement works of art at other public spaces other than the specific project to which they are attached.
- (E) The public art fund shall be used solely for the selection, commission, acquisition, installation, maintenance, administration and insurance of the works of art or in relation thereto, and the administration of such funds shall be recommended to the mayor and city council by the city manager after the city manager receives the recommendation of the board. The decision of the mayor and city council shall be final.

(2) *Appropriations for municipal construction projects.*

- (A) All appropriations for public art through municipal construction projects shall include an amount of up to one percent of the construction cost of a municipal construction project as bid, contracted and accepted by the city. Qualified projects are those with construction costs between \$100,000.00 and a maximum of \$20,000,000.00. The following will be used as a guide in determining the amount to be placed in the construction budget:

\$100,000.00—\$5,000,000.00 = 0.5% (\$25,000.00 maximum)

\$5,000,001.00—\$10,000,000.00 = 0.75% (\$75,000.00 maximum)

\$10,000,001.00—\$20,000,000.00 = 1.0% (\$200,000.00 maximum)

\$20,000,000.00+ = \$200,000.00 maximum

The board may recommend to the mayor and city council an increased expenditure for those projects of exceptional size or unique function; however, in no event shall the appropriation exceed one percent.

- (B) The board shall review prior to and recommend to the mayor and the city council the amount of monies to be allocated for selection, commissioning, acquisition and installation of individual works of art to be incorporated as a part of the municipal construction project for which monies are appropriated under subsection (2)(A) above.
- (C) Except as provided by subsection (1)(D) above, monies appropriated pursuant to this section as part of a municipal construction project but not spent in connection with the project may be utilized to supplement other appropriations for the acquisition of works of art or to place works of art on or near either existing city facilities or other city properties.

(3) *Commercial structures.*

- (A) Any private developer/owner who applies to the city for a building permit to construct or reconstruct a commercial structure shall be encouraged to commit one percent of the construction or reconstruction costs of the commercial structure, up to, but not limited to, the sum of \$200,000.00, for the acquisition of fine art to be included on the same property as the commercial structure or to be contributed to the public art fund.
- (B) Private developers/owners constructing commercial structures to be accomplished in phases will be encouraged to contribute only one percent of construction or reconstruction costs up to but not limited to \$200,000.00 for the phase.
- (C) If the private developer/owner constructing or reconstructing a commercial structure does not wish to have fine art located on the property with the commercial structure, he/she may donate to the public art fund an amount equal to the percentage of the construction cost of the commercial structure as a charitable donation.
- (D) Each building permit issued by the city for any commercial structure will include data relative to the developer/owner participating in the public art program.
- (E) The building official shall report building permits issued for the construction or reconstruction of a commercial structure to the board.

Section 1.04.095. Ownership and maintenance of public art.

- (a) Ownership of all works of art acquired by the city shall be vested in the city, which shall obtain title to each work of art. The board shall develop a process for acceptance of any and all works of art and for cataloging all such works.

(b) Artists, as a part of any contractual agreement with the city for the provision of a work of art, shall be required to submit to the board a "maintenance and inventory sheet," including annual cost projections, which details the maintenance and ongoing care of the artwork.

(c) All donations of art or funds shall be subject to acceptance and approval by the city council.

Sec. 1.04.096. - Budget.

The public arts and culture commission programs and operating expenses shall be funded from the city general fund, grants, donations and admission charges. The parks department shall be responsible for submitting the annual operating budget to the city manager for submission and recommendation to the mayor and city council. Donations, receipts and monies contributed to the public art fund shall be expended only as authorized by the budget and appropriations approved by the city council.

Division 5. Section 1.04.121 – 1.04.130. Reserved.

Article 1.14, Division 1 and 2. Section 1.14.031 – 1.14.036. Reserved.