



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, October 3, 2024
Briefing Workshop at 5:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Michael Herrera
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Todd Parton

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

BRIEFING WORKSHOP - CONVENE AT 5:00 PM

1. Open Meeting.
2. Roll Call.
3. Expediting Development Process
4. Meet and Greet with Board and Commission applicants.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Pledges of Allegiance.
6. Roll Call.
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
 - Capital Improvement Program Update: Raider Way and East Woodview Drive Roadway (CIP T.12) Project.

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on September 19, 2024.
10. Approval of an expenditure from Motorola Solutions, Inc. in the amount of \$77,602.86 utilizing DIR contract DIR-TSO-4101 for the purchase of a replacement Uninterruptable Power Supply (UPS) and

related professional installation services for Leander Police Department emergency communications center; and authorize the City Manager to execute any and all necessary documents.

11. Approval of an expenditure from Motorola Solutions, Inc., in the amount of \$35,017.13 utilizing DIR contract DIR-TSO-4101 for the purchase of updated encryption software and related professional installation services for Leander Police Department communications system; and authorize the City Manager to execute any and all necessary documents.
12. Approval of a Resolution adopting an Investment Policy and Strategy for the City of Leander.
13. Approval of Special Event Permit along with road closures, traffic control, emergency services, and site plans for the upcoming Diwali Festival to be held October 19, 2024, at Lakewood Park; and authorize the City Manager to execute any and all necessary documents.
14. Approval of Funding Agreement by and between the City of Leander and Opportunities for Williamson & Burnet Counties, Inc. (OWBC) for Fiscal Year 2025 in the amount of \$10,000.00.
15. Approval of Funding Agreement by and between the City of Leander and Williamson County Children's Advocacy Center for Fiscal Year 2025 in the amount of \$45,500.00.
16. Approval of Development Agreement Case DA-24-0003 regarding Travisso Village C-Store development on one (1) parcel of land approximately 2.32 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 842650; generally located at 2840 Travisso Parkway, Leander, Travis County, Texas.
17. Acceptance of Infrastructure Improvements for Devine Lake Phase 4 (21-PICP-0029) including streets, drainage, water, and wastewater improvements.
18. Approval of the extension of the application expiration for Subdivision Case FP-22-0036 Travisso Phase 4, Sections 9 and 10 Final Plat; more particularly described by Travis Central Appraisal District Parcel 353024, generally located south of the intersection of Sondrio Bend and Forenza Trace, Leander, Travis County, Texas.
19. Approval of the extension of the application expiration for Subdivision Case SFP-22-0013 Replat Lot 1 Block A, Journey Bible Fellowship Short-Form Final Plat; more particularly described by Williamson Central Appraisal District Parcel R559264, generally located north of Journey Parkway, approximately 300 feet east of Bull Nettle Drive, Leander, Williamson County, Texas.
20. Approval of Development Agreement Case DA-24-0018 regarding 7 Brew Coffee development on one (1) parcel of land approximately 1.08 acres $\pm$ in size, more particularly described by Williamson County Appraisal District Parcel R600638; generally located at 19386 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

21. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0012 to amend the Transportation Master Plan as set forth in the Comprehensive Plan, Leander, Williamson and Travis Counties, Texas.
 - Discuss and consider action regarding Comprehensive Plan Case CPA-24-0012 as described above.
22. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0013 to update the Wastewater Master Plan; Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0013 as described above.

REGULAR AGENDA

23. Discuss and consider action on a Resolution to authorize a cooperation agreement under Texas Local Government Code, Section 392.059(b) to the Texas Department of Housing and Community Affairs to acquire, finance, renovate, operate, and manage an affordable housing development zoned as part of the Bar W Ranch East PUD (Planned Unit Development); more particularly described as 15.37 acres $\pm$ in size out of Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
24. Discuss and consider action on a Municipal Services Agreement by and among the City of Leander, the Texas Housing Foundation, and Embrey Partners, LLC on a property more particularly described as 15.37 acres $\pm$ in size out of Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
25. Discuss and consider action on the repeal of an Ordinance regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply and drought conditions, and to provide for related matters, Leander, Williamson and Travis Counties, Texas.
26. Discuss and consider action on an Ordinance amending the membership composition of the Parks and Recreation Advisory Board, the Historical Preservation Commission, the Economic Development Committee, and Public Arts and Culture Commission to provide for a minimum and maximum number of members; providing for terms of membership, quorum requirements, and related matters; making findings of fact; providing for severability; and providing for an effective date and open meetings clauses.
27. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
28. Council Member Closing Statements.
29. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 2. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, 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 is conducting economic development negotiations regarding Northline Development and Project EDA-24-003; and
 3. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding an Interim Collective Bargaining Agreement; and

4. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Elijah D. Harmon Survey, Abstract No. 6 for water line easements and temporary construction easements relating to the RM 2243 Water Main Project; and
5. Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Leander 2243 Water Main Project.

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

1. Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
2. 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 is conducting economic development negotiations regarding Northline Development and Project EDA-24-003; and
3. Consult with legal counsel regarding an Interim Collective Bargaining Agreement; and
4. Acquisition of properties located in the Elijah D. Harmon Survey, Abstract No. 6 for water line easements and temporary construction easements relating to the RM 2243 Water Main Project; and
5. Acquisition of property for the Leander 2243 Water Main Project.

30. 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], 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 27 day of September 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on September 19, 2024.

BACKGROUND:

Attached are the minutes for the meeting held on September 19, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 09.19.2024



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 19, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Michael Herrera

Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem

Place 5 – Chris Czernek

Place 6 – Becki Ross

City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present.

3. Workshop to discuss the proposed changes to the Northline Development.

Discussion included: history; status update on vertical projects, premier civic spaces, blocks, and Endeavor retail area; PUD amendments summary; commercial objectives; Endeavor Phase 1; vertical mixed-use retail; changes from original project versus being proposed; Town Square; walk-ability; retail convertible; ownership; options area; lifestyle architect and landscape; and continuity of project.

Workshop adjourned at 7:10 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:23 p.m.; Councilmember McDonald provided the invocation and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

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

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

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

None.

7. Recognitions/Proclamations/Visitors.

- Certificate of Recognition Parks and Recreation Maintenance and Equipment Crews

8. Leander History

Leander History included Spirits of Bagdad; Revolutionary War Memorial; Wreaths Across America; and Old Indian Doctor.

9. Staff Reports

- Capital Improvement Program Update: Senior Center (CIP P.6) and Raider Way and East Woodview Drive Roadway (CIP T.12) Projects.

Update included Leander Senior Activity Center purpose, benefits, and timeline; Raider Way and Woodview Drive improvements purpose, benefits, and timeline.

CONSENT AGENDA: ACTION

Mayor DeLisle stated Item 24 has been pulled from the agenda.

Motion: Approve consent agenda items 10 through 23 and 25 through 35.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Pantalione-Parker

Vote: 7 - 0

10. Approval of the minutes for meetings held on September 5, 2024 and September 10, 2024.
11. Approval of a purchase agreement with Lenco Industries Inc. for a Lenco Armored BearCat Vehicle utilizing HGAC Contract Number AM10-23 in the amount of \$326,828.00; and authorize the City Manager to execute any and all necessary documents.
12. Approval of Amendment No.2 to Task Order CFA-001 with CobbFendley & Associates, for the improvements to South Street and West Drive (CIP T.17) providing for increasing drainage and detention, adding head-in street parking for Bagdad Street, and adding roadway graphic renditions; increasing the current contract amount of \$1,137,791.30 by an amount of \$174,597.50, to a new total of \$1,312,388.80, with no extension of term duration; and authorize the City Manager to execute any and all necessary documents.
13. Approval of Amended and Restated Cooperative Agreement by and between Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill of the Williamson County and Cities Health District to change the fiscal year to October 1 to September 30.
14. Approval to renew Microsoft 365 subscription licensing through Microsoft's authorized reseller SHI Government Solutions, Inc., utilizing pricing and terms contained in Texas DIR Contract DIR-CPO-5237; authorization to pay the renewal amount due of \$191,000.00; and authorize the City Manager to execute any and all necessary documents.

15. Authorize the renewal of manufacturer service contracts and threat detection subscriptions for all City firewalls and network switches from Bell IT Services, Inc., utilizing DIR contracts DIR-TSO-4288 and DIR-TSO-4160 in the total amount of \$126,550.00; and authorize the City Manager to execute any and all necessary documents.
16. Authorize the purchase of computer workstations to replace existing desktop and laptop computers which have reached end-of-useful-life status from Dell Marketing LP utilizing DIR Contract DIR-TSO-3763 in the amount of \$188,713.00; and authorize the City Manager to execute any and all necessary documents.
17. Authorize the purchase/renewal of antivirus, identity protection, and ransomware prevention software along with related professional services from SHI Government Solutions Inc., utilizing Texas DIR contract DIR-TSO-4317 in the total amount of \$112,663.00; and authorize the City Manager to execute any and all necessary documents and renewals.
18. Approval of an Interlocal Cooperation Contract agreement between The University of Texas at Austin – ITS - Office of Telecommunication Services and the City of Leander allowing the City to purchase internet access and related services from the University of Texas System / UT Austin for the amount of \$20,162.04; and authorize the City Manager to execute any and all necessary documents.
19. Authorize the expenditure of \$189,407.52 to purchase data center network switches, network optics, network security systems, and related professional services from Bell IT Services, Inc., utilizing DIR contracts DIR-TSO-4160 and DIR-TSO-4288 to replace existing data center network switches and peripherals which have reached end-of-useful-life status; and authorize the City Manager to execute any and all necessary documents.
20. Authorize the purchase of various software, cloud services, and related professional services from SHI Government Solutions, Inc., utilizing Texas DIR contracts: DIR-TSO-4317, DIR-CPO-4444, DIR-CPO-4458, DIR-TSO-4288, DIR-CPO-5237, DIR-CPO-5241, DIR-TSO-4383, DIR-CPO-4875; Sourcewell Contract #081419-SHI; Omnia Co-op Contracts #2018011-02 and 2024056-02; and BuyBoard Contract #661-22 in the total amount of \$140,434.00; and authorize the City Manager to execute any and all necessary document and renewals.
21. Authorize the purchase/renewal of mobile device management (MDM) software and related professional services from SHI Government Solutions, Inc., utilizing Texas DIR contract DIR-TSO-4288 in the total amount of \$60,137.00; and authorize the City Manager to execute any and all necessary documents and renewals.
22. Approval of the termination of Development Agreement Case DA-23-0014 regarding the Hero Way Crossing Development on two (2) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R651240 and R651239, generally located to the northwest of the intersection of West Broade Street and Hero Way West, Leander, Williamson County, Texas.
23. Acceptance of Infrastructure Improvements for Travisso Phase 4 Section 5 Reclaim Water Irrigation and Landscaping Improvements (PICP-21-0031).
24. Acceptance of Infrastructure Improvements for Devine Lake Phase 4 (21-PICP-0029) to include: streets, drainage, water, and wastewater improvements.
25. Approval of the purchase of fourteen (14) self-contained breathing apparatus (SCBA), and associated items, utilizing HGACBuy Cooperative Purchasing Contract EE08-19 in the amount of \$157,301.13, and authorize the City Manager to execute any and all necessary documents.
26. Approval of a Resolution adopting the Hazard Mitigation Action Plan 2024.

27. Approval of an Interlocal Agreement by and between the Texas Municipal League (TML) and the City of Leander for cyber liability and data breach response insurance coverage effective October 1, 2024; and authorize the City Manager to execute any and all necessary documents.
28. Approval of Employee Health Benefits Contracts with Cigna for medical/prescription, dental and voluntary vision for the 2025 plan year with all insular products remaining the same; providing for an effective date; and authorize the City Manager to execute any and all necessary documents.
29. Approval of the extension of the application expiration for Subdivision Case FP-22-0040 Leander Springs Final Plat; more particularly described by Williamson Central Appraisal District Parcels R051592 and R403524, generally located southwest of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.
30. Approval of the extension of the application expiration for Subdivision Case FP-22-0041 Leander Estates Phase 1 Final Plat; more particularly described by Williamson Central Appraisal District Parcels R560184 and R560185 and Travis Central Appraisal District Parcels 905245, generally located northwest of the intersection of CR 280 and Council Springs Pass, Leander, Williamson and Travis County, Texas.
31. Approval of the extension of the application expiration for Subdivision Case FP-23-0057 Woodland Estates Phase 1 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R031730, generally located south of the intersection of CR 280 and Council Springs Pass, Leander, Williamson County, Texas.
32. Approval of the extension of the application expiration for Subdivision Case FP-23-0074 Bar W Ranch West Ph 11 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R544598, generally located west of the intersection of Bovine Pass and Stamp Iron Avenue, Leander, Williamson County, Texas.
33. Approval of a letter agreement establishing the roadway adequacy payment for the Hero Way Crossing Development on two (2) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R651240 and R651239, generally located to the northwest of the intersection of West Broade Street and Hero Way West, Leander, Williamson County, Texas.
34. Approval of the termination of a temporary wastewater easement located within the Northline Subdivision, more particularly described as 0.9603 acres out of Williamson Central Appraisal District Parcel R646986; and generally located to the south of the intersection of San Gabriel Parkway and Main Street, Leander, Williamson County, Texas.
35. Ratify City Manager execution of Community Development Block Grant Cooperation Agreement by and between Williamson County and the City of Leander.

PUBLIC HEARING: ACTION

36. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0123 to amend the Northline Planned Unit Development on several parcels of land approximately 115.7076 acres ± in size, out of the William Mancil Survey, Abstract No. 437, the Talbot Chambers Survey, Abstract No. 125; and generally located south of East San Gabriel Parkway and approximately 200 feet east of US 183, Leander, Williamson County, Texas. *[Postponed]*
37. Conduct a Public Hearing regarding Zoning Case Z-24-0127 to amend the current zoning of Northline Planned Unit Development to adopt the Northline Retail Planned Unit Development with base zoning district of GC-2-A (General Commercial) on eight (8) parcels of land approximately 16.0602 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R517094, R031604, R646992, R646986, R646987, R646988, R646989, and R646990; and generally located southwest of

the intersection of East San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0127 as described above.

Opened Public Hearing at 7:46 p.m.; Closed Public Hearing at 7:50 p.m. No one spoke in favor of the request. Marshal Hines, 1801 Montana Court spoke in opposition of the request.

Motion: Approve Zoning Case Z-24-0127 with Planning and Zoning Commission recommendation to amend the Comprehensive Plan and interior walk-ability access, following a discussion.

By: Councilmember Czernek

Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

38. Conduct a Public Hearing regarding Ordinance Case OR-24-0017 to amend the Subdivision Ordinance to adopt updates to the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0017 as described above.

Opened Public Hearing at 8:04 p.m.; Closed Public Hearing at 8:04 p.m. No one spoke in favor or opposition of request.

Motion: Approve Ordinance Case OR-24-0017, following comments.

By: Councilmember Czernek

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

REGULAR AGENDA

39. Discuss and consider action on Development Agreement Case DA-24-0010 Valor School Development Agreement located on one (1) parcel of land approximately 13.796 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R430223; generally located northwest of the intersection of Kauffman Loop and CR 267, Leander, Williamson County, Texas.

Motion: Approve Development Agreement Case DA-24-0010, following comments.

By: Councilmember Pantalion-Parker

Seconded: Councilmember Czernek

Vote: 7 - 0

40. Receive a presentation regarding a Development Proposal Review regarding a petition for a Comprehensive Plan Amendment for a residential development located northwest of the intersection of CR 175 and Journey Parkway, Leander, Texas, Williamson County.

Motion to not support the development proposal as presented, following a discussion.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

41. Discuss and consider action on a Professional Services Contract with Langford Community Management Services, Inc. for grant consultant services pursuant Request for Qualifications (RFQ) S24-008; and authorize the City Manager to execute any and all necessary documents.

Motion: Approve Professional Services Contract with Langford Community Management Services, Inc.

By: Mayor DeLisle
Seconded: Councilmember Ross

Vote: 7 - 0

42. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 7,704 square foot water line easement and a 13,005 square foot temporary construction easement (both as described in Agenda Item 42 and Exhibit "A") from that certain 32.778 acre tract conveyed to Subramanian, Ltd. and recorded at Document Number 2010043776 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

Motion: Move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 7,704 square feet and a temporary construction easement of 13,005 square feet from property owned by Subramanian, Ltd. and described in Agenda Item 42 for the public use of constructing and operating public water lines and infrastructure improvements.

By: Mayor DeLisle
Seconded: Councilmember Ross

Vote: 7 - 0

43. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 5,804 square foot water line easement and a 9,675 square foot temporary construction easement (both as described in Agenda Item 43 and Exhibit "A") from that certain tract of land conveyed to JNK Properties 1, Ltd. and recorded at document Number 2021182868 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

Motion: Move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 5,804 square feet and a temporary construction easement of 9,675 square feet from property owned by JNK Properties 1, Ltd. and described in Agenda Item 43 for the public use of constructing and operating public water lines and infrastructure improvements.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

44. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 3,808 square foot water line easement and a 6,398 square foot temporary construction easement (both as described in Agenda Item 44 and Exhibit "A") from a called 3.00 acre tract conveyed to Devidass Mahendru and recorded at Document Number

2004056322 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

Motion: Move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 3,808 square feet and a temporary construction easement of 6,398 square feet from property owned by Devidass Mahendru and described in Agenda Item 44 for the public use of constructing and operating public water lines and infrastructure improvements.

By: Mayor DeLisle

Seconded: Councilmember McDonald

Vote: 7 - 0

45. Discuss and consider action of a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 15,763 square foot water line easement and a 25,753 square foot temporary construction easement (both as described in Agenda Item 45 and Exhibit "A") from a called 36.054 acre tract conveyed to Devidass Mahendru and Swahan Mahendru and recorded at Document Number 20030708726 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

Motion: Move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 15,763 square feet and a temporary construction easement of 25,753 square feet from property owned by Devidass Mahendru and Swahan Mahendru and described in Agenda Item 45 for the public use of constructing and operating public water lines and infrastructure improvements."

By: Mayor DeLisle

Seconded: Councilmember McDonald

Vote: 7 - 0

46. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 10,643 square foot water line easement and a 17,943 square foot temporary construction easement (both as described in Agenda Item 46 and Exhibit "A") from Lot 1, Block A, Valps Subdivision, as conveyed to Valps LC and recorded at Document Number 2021159327 of the official public Records of Williamson County, Texas, for the public use and purpose of construction of a water line.

Motion: Move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 10,643 square feet and a temporary construction easement of 17,943 square feet from property owned by Valps LC and described in Agenda Item 46 for the public use of constructing and operating public water lines and infrastructure improvements.

By: Mayor DeLisle

Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

47. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, an 8,846 square foot water line easement and a 13,541 square foot temporary construction easement (both as described in Agenda Item 47 and Exhibit "A") from that certain 27.376 acre tract conveyed to 8748 Presidential Holdings, LLC and recorded at Document Number 2021055844 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

Motion: Move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 8,846 square feet and a temporary construction easement of 13,541 square feet from property owned by 8748 Presidential Holdings, LLC and described in Agenda Item 47 for the public use of constructing and operating public water lines and infrastructure improvements

By: Mayor DeLisle

Seconded: Councilmember Pantalione-Parker

Vote: 7 - 0

48. Discuss and consider action on submitting a nomination for Travis Central Appraisal District Board of Directors.

No action.

49. Discuss and consider action on submitting a nomination for Williamson Central Appraisal District Board of Directors.

No action.

50. Discuss and consider action on casting vote for Texas Municipal League (TML) Region 10 Director Election.

Motion: to cast City of Leander vote for Mayor Pro Tem Thompson for Texas Municipal League (TML) Region 10 Director.

By: Mayor DeLisle

Seconded: Councilmember Ross

Vote: 7 - 0

51. Discuss and consider action to appoint Councilmembers(s) to the Capital Area Council of Governments General Assembly (CAPCOG).

Motion: Appoint Councilmember McDonald to the Capital Area Council of Governments General Assembly (CAPCOG) replacing former Councilmember Esme Mattke Longoria.

By: Mayor DeLisle

Seconded: Councilmember Czernek

Vote: 7 - 0

52. Discuss and consider action on an appointment to the Central Texas Clean Air Coalition of the Capital Area Council of Governments.

Motion: : Appoint Councilmember McDonald to the Central Texas Clean Air Coalition of the Capital Area Council of Governments replacing former Councilmember Esme Mattke Longoria.

By: Mayor DeLisle

Seconded: Councilmember Pantalione-Parker

Vote: 7 - 0

53. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*

None.

54. Council Member Closing Statements.

Na'Cole Thompson - thanked the Council for votes and trust.

Christine DeLisle - stated tonight's dinner came from Chebahut; reminded everyone to shop locally; commented on upcoming events; and announced proclamations had been issued for Clear Air Week and Volunteerism.

55. Convene into Executive Session pursuant to Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Leander 2243 Water Main Project.

Mayor DeLisle stated this item was pulled from the agenda.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding acquisition of property for the Leander 2243 Water Main Project.

Mayor DeLisle stated this item was pulled from the agenda.

56. Adjournment

Adjourned at 9:16 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY

From: noreply@civicplus.com
To: [Dara Crabtree](#); [Debora Penberg](#); [Stefanie Brown](#)
Subject: Online Form Submission #3638 for Public Comments Request
Date: Wednesday, September 18, 2024 11:15:05 AM

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or the Planning and Zoning Commission (P&Z) may complete the following request form. See [Agendas and Minutes](#) for a list of upcoming meetings.

Comments on agenda items:

- This form only applies to regular Council/P&Z meetings. It does not apply to special meetings, workshops, or other board or commission meetings.
- Comments must pertain to items that appear on the current posted Council/P&Z meeting agendas.
- Written comments will be included in the meeting record.
- Spoken comments will be limited to no more than three minutes (six minutes if translation is needed) per individual.
- This form must be submitted no later than noon on the Wednesday before the posted meeting start time.

Comments on non-agenda items:

Public comments on items not listed in the agenda will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual. This form must be submitted no later than noon on the Wednesday prior to the posted meeting start time.

(Section Break)

First Name	Marshall
------------	----------

Last Name	Hines
-----------	-------

Yes

Do you live within
Leander city limits?

Home Address 1801 Montana Couty

City Leander

State TX

Zip Code 78641

Phone Number 5128699483

Email Address

My comments apply to
the following regular
meeting: City Council

This form will only be accepted until noon on the Wednesday prior to the
next regular meeting in which an agenda has been posted.

Please see [Agendas and Minutes](#) for a list of upcoming meeting dates,
times, and agendas.

My comments apply to
the following meeting
date: 9/19/2024

My agenda item or
case number: 37

My position on the
above agenda item or
case number: I am AGAINST this item.

I want to include
comments at the
meeting: Yes. But I only want my written comments added to the meeting
record.

My written comments Councilmembers,

I wanted to write you to voice my strong opposition to item
number thirty-seven on tonight's agenda, the creation of a new
PUD to supplant a portion of land which is currently controlled
under the Northline PUD.

It has been suggested that this new PUD brought forth by Endeavour is essentially in keeping with the character of the Northline development. I believe this is demonstrably false. This new PUD is effectively removing everything that made Northline special, namely creating an urban downtown in Leander, centered around a transit station. Instead, it is replacing it with a suburban strip center focused on auto-oriented traffic with a primary focus on the toll road.

I believe that the question before you is a simple one. Are we willing to make a decision that likely does provide a modicum of commercial development in the short term at the expense of creating lasting wealth and a true sense of place that a truly urban development pattern provides?

I believe that every person who decides to brave an election in a community and sit on a dais to deliberate about the issues of that community is, at their core a person who is thinking of the future. How could you not be? Most of the decisions you make don't have an effect today or tomorrow; they provide benefits for your children or your neighbor's children or grandchildren.

As you think about this case I encourage you to apply that long-term thinking here.

Land is truly a finite resource in a city. The land you are discussing on this case might have many businesses come and go over the years, but the underlying development pattern is unlikely to change for decades. Today, there is a system in place in the form of a tax increment reinvestment zone explicitly designed to cover the cost of building infrastructure for a walkable, urban downtown for Leander. A suburban strip center with a few pad sites and a little bit of amenitized parking lots and covered seating does not make a place walkable. That is not the development pattern for which this community agreed to forgo its property tax dollars to pay for.

Thank you for your consideration,
Marshall Hines

I want to upload a file
with this form:

Field not completed.

Email not displaying correctly? [View it in your browser.](#)



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of an expenditure from Motorola Solutions, Inc. in the amount of \$77,602.86 utilizing DIR contract DIR-TSO-4101 for the purchase of a replacement Uninterruptable Power Supply (UPS) and related professional installation services for Leander Police Department emergency communications center; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Uninterruptable Power Supply (UPS) which powers computers, radio equipment, and other electronics in the Leander Police Department emergency communications center has reached end-of-serviceable-life status and must be replaced. This UPS keeps power flowing to equipment used for emergency communications when commercial power suddenly becomes unavailable. The current UPS has been in service for over a decade, and the manufacturer has notified the City that it has discontinued support for this legacy model, and parts are no longer available for repairs. Funds have been programmed in the FY25 approved budget to replace this UPS.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Greg Minton, Chief of Police

RECOMMENDATION:

Staff respectfully recommends City Council authorize the expenditure of \$77,602.86 to purchase a replacement Uninterruptable Power Supply (UPS) and related professional installation services from Motorola Solutions, Inc. for the Leander Police Department emergency communications center utilizing DIR contract DIR-TSO-4101; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Greg Minton, Chief of Police

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$77,602.86
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One Time
<u>Fund source (Operating / Utility / etc.):</u>	General CIP (40-04-5600)

Attachments:



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of an expenditure from Motorola Solutions, Inc., in the amount of \$35,017.13 utilizing DIR contract DIR-TSO-4101 for the purchase of updated encryption software and related professional installation services for Leander Police Department communications system; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Leander Police Department is proposing a critical upgrade to its radio communications system to meet the current standards of encrypted communications, ensuring compliance with regional requirements for emergency services. As emergency response demands increase and technology evolves, maintaining the security and integrity of our communications system is essential for the safety of both our personnel and the public.

Encryption of radio communications is not only a technological improvement but also a necessary measure for safeguarding sensitive information shared during operations. Many agencies in the region have already upgraded their systems to encrypted communications, and it is vital that the Leander Police Department follows suit to ensure seamless interoperability with these agencies. Without this upgrade, the LPD is at risk of compromising operational security and hindering the department's ability to collaborate effectively during multi-jurisdictional incidents, which could delay response times and compromise officer and public safety.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Greg Minton, Chief of Police

RECOMMENDATION:

Staff respectfully recommends City Council authorize the expenditure of \$35,017.13 to purchase updated encryption software and related professional installation services from Motorola Solutions, Inc., for the Leander Police Department communications system utilizing DIR contract DIR-TSO-4101; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Greg Minton, Chief of Police

Fiscal Impact

<u>Amount requested:</u>	\$35,017.13
<u>Approved in current budget (Yes / No):</u>	Yes

Expenditure (New / Amended):

New

Recurring or one-time:

One-Time

Fund source (Operating / Utility / etc.):

Police Forfeiture Fund (77-40-6210)

Attachments:



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of a Resolution adopting an Investment Policy and Strategy for the City of Leander.

BACKGROUND:

State law requires that the governing body annually review and approve the City's public funds Investment Policy and Strategy. The City's investment advisor, Meeder Public Funds, has reviewed the current policy and provided recommendations resulting in updates to the City's Authorized Broker/Dealer list. Qualified broker/dealers are listed in Exhibit B of the policy. These are firms who have requested to be qualified bidders for securities transactions and will be eligible to submit bids for future City financial transactions.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval.

PRESENTER:

Robert G. Powers, Executive Finance Director
Jodi Levie, Assistant Finance Director

Fiscal Impact

Attachments:

1. Exhibit A Investment Policy Redline 2024
2. InvestmentPolicy and Resolution - 2024

**CITY OF LEANDER, TEXAS
INVESTMENT POLICY AND STRATEGY**

I. POLICY

It is the policy of the City of Leander that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City Funds. The City's investment portfolio shall be designed and managed in a manner designed to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations. Investments shall be made with the primary objectives of:

- a) **Safety** and preservation of principal
- b) Maintenance of sufficient **liquidity** to meet operating needs
- c) **Diversification** of assets
- d) **Public trust** from prudent investment activities
- e) Optimization of **interest earnings** on the portfolio

II. PURPOSE

This investment policy complies with the Public Funds Investment Act, Chapter 2256 of the Government Code (the "Act"), which requires each governmental to adopt a written investment policy regarding the investment of its funds and funds under its control and is designed to secure all funds of the City. The Policy also complies with the Public Funds Collateral Act (Chapter 2257) which establishes standards for pledged collateral. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's Funds.

III. SCOPE

This Investment Policy shall govern the investment of all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- a) General Fund
- b) Special Revenue Funds (when applicable)
- c) Capital Projects Funds
- d) Enterprise Funds
- e) Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately.
- f) Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately.
- g) Any new fund created by the City, unless specifically exempted from this policy by the City Council or by law.

The City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs.

IV. INVESTMENT OBJECTIVES AND STRATEGY

The City shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield, expressed as optimization of interest earnings.** The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

1. **Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
 - a) Limiting investments to the safest types of investments.
 - b) Pre-qualifying the financial institutions and broker/dealers with which the City will do business.
 - c) Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.
2. **Interest Rate Risk** – the City will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:
 - a) Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
 - b) Investing operating funds primarily in certificates of deposit, shorter term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
 - c) Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

3. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds or local government investment pools that offer same-day liquidity.

4. Diversification

The City's portfolio shall be diversified by market sector, issuer, and maturity to spread risk and manage market risk.

5. Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

6. Yield

The investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

7. Strategy

The following investment strategy has been designed to accomplish these objectives:

- a) The City will invest in short and intermediate securities and investments which are highly credit worthy and mature within three years. The City will invest only in securities specified by this Policy.
- b) At all times, the City shall maintain a cash position sufficient to meet daily liquidity requirements. This will be accomplished by maintaining approximately 15 percent of the total portfolio in money market funds, local government investment pools, and interest-bearing accounts. The City may also position investments to provide funding for anticipated or predictable obligations such as debt service payments.
- c) The City shall not exceed a weighted average maturity of two years for the total portfolio.

V. RESPONSIBILITY AND CONTROL

A. Delegation of Authority

In accordance with the City of Leander and the Act, the City Council will designate the City's Investment Officer(s) by resolution. An Investment Officer is authorized to execute investment transactions on behalf of the City and may deposit, withdraw, transfer or manage funds for investment purposes. Only the investment officer may engage in an investment transaction or the management of City funds after designation by the Council. The City may further contract with a non-discretionary registered investment adviser to advise in the management of the City's portfolio.

The investment authority granted to the investing officers is effective until rescinded by the City Council.

B. Quality and Capability of Investment Management

The City shall provide for periodic training in investments for the designated investment officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Act.

C. Training Requirement

In accordance with the City of Leander and the Act, designated Investment Officers shall attend eight (8) hours of investment training every two fiscal years relating to investment risks and responsibilities as specified in the Act. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. The investment training session shall be provided by an independent source approved by the City Council. For purposes of this policy, an "independent source" from which investment training shall be obtained include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the City may engage in an investment transaction.

D. Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- a) Control of collusion.
- b) Separation of transactions authority from accounting and record safekeeping.
- c) Clear delegation of authority to subordinate staff members.
- d) Documentation of all transactions for investments and wire transfers.

1. Monitoring FDIC Bank Status

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer shall immediately liquidate any brokered CD which places the City above the FDIC insurance limit.

2. Monitoring Credit Ratings

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. The Investment Officer or Investment Advisor, shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by this Policy, the Investment Officer shall immediately sell the security, if possible, regardless of a loss of principal.

3. Prudence

The standard of prudence to be applied by the Investment Officer shall be the “prudent investor” rule. This rule states that “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.”

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- a) The investment of all funds, or funds under the City’s control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- b) Whether the investment decision was consistent with the written approved investment policy of the City.

4. Indemnification

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

5. Ethics and Conflicts of Interest

Investment Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Employees and Investment Officers shall disclose any material interests in financial institutions or counter-parties with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest to the City Manager.

In addition, an Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council. For this purpose, a personal business relationship shall be defined as:

- a) Owning 10% or more of the voting stock of the firm
- b) Owning \$5,000 or more of the fair market value of the firm
- c) Receiving more than 10% of the Officer's annual income from the firm, or
- d) Having acquired \$2,500 or more from the firm in the Officer's personal account.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

A. Portfolio Management

The City currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- 1) An investment with declining credit may be liquidated early to minimize loss of principal.
- 2) Cash flow needs of the City require that the investment be liquidated.

B. Investments

City funds governed by this policy may be invested only in the instruments described below, all of which are authorized by the Act. Investment of City funds in any instrument or security not authorized under this Policy is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

1) Authorized

- a) Obligations of the United States of America, its agencies and instrumentalities, excluding mortgage backed securities, with a stated final maturity not to exceed three years.
- b) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA- or its equivalent, with a stated final maturity not to exceed three years.
- c) Depository Certificates of Deposit issued by a bank or savings bank doing business in Texas that is insured by the Federal Deposit Insurance or its successor or secured by obligations in a manner and amount provided by law and this policy for deposits of the City.
- d) Money Market Mutual Funds that 1) are registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 60 days or less, 3) are rated AAA by at least one nationally recognized rating service, 4) seek to maintain a net asset value of \$1.00 per share; and 5) are in compliance with SEC Rule 2a-7
- e) Texas local government investment pools, which 1) meet the requirements of the Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) must maintain a maximum average dollar weighted maturity of 60 days, 4) seek to maintain a \$1.00 net asset value, 5) be

authorized by resolution or ordinance of the City Council; and 6) are in compliance with SEC Rule 2a-7.

- f) Fully collateralized repurchase agreements with a bank in Texas or a primary dealer, executed under the Bond Market Master Repurchase Agreement in accordance with the Act not to exceed 120 days. Flex repurchase agreements may be used for bond proceeds and may exceed 120 days but must be matched to the projected expenditures of the funds.
- g) FDIC insured "brokered certificates of deposit" securities from a bank in any US state, delivered versus payment to the City's safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank (at www.fdic.gov) to assure that the bank is FDIC insured.
- h) FDIC insured or collateralized interest bearing accounts in any bank in Texas.
- i) SEC registered, A1/P1 rated commercial paper with a maturity not more than 270 days.

2) Not Authorized

- a) Interest-only or principal-only mortgage-backed securities, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VII. INVESTMENT PARAMETERS

A. Maximum Maturities

The longer the maturity of investments the greater their potential price volatility, therefore it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates.

The City attempts to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds. The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio will have a maximum weighted average maturity of two years. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security.

B. Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines;

- 1) Limiting investments to avoid over concentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),
- 2) Limiting investment in investments that have higher credit risks,
- 3) Investing in investments with varying maturities, and
- 4) Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

VIII. AUTHORIZED BANKS AND DEALERS

A. Depository

At least every five years, a banking services depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- 1) The ability to qualify as a depository for public funds in accordance with state law.
- 2) The ability to provide requested information or financial statements for the periods specified.
- 3) The ability to meet all requirements in the banking RFP.
- 4) Complete response to all required items on the bid form.
- 5) Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.

B. Authorized Brokers / Dealers

The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers authorized to engage in securities transactions with the City.

Those firms that request to become qualified bidders for securities transactions will be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation. Authorized firms may include brokers, primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All broker/dealers will be provided with a copy of the then-current investment policy.

All local government investment pools, must sign a certification acknowledging that the pool has received and reviewed the City's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's policy.

C. Competitive Bids

It is the policy of the City to require competitive bidding for all individual security purchases and sales except for transactions with money market mutual funds and local government investment pools. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution must still be compared to alternatives in the secondary market.

D. Delivery vs. Payment

Securities shall be purchased using the **delivery vs. payment** method with the exception of investment pools and money market mutual funds. Funds will be released after notification that the purchased security has been received.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

A. Safekeeping and Custodian Agreements

The City shall contract with a bank or banks for the safekeeping of securities owned by the City as part of its investment portfolio. The City will approve the Custodian for pledged collateral to secure demand or time deposits. Securities owned by the City shall be held for the City as evidenced by safekeeping receipts of the safekeeping institution.

An independent third party Custodian for collateral will be approved by the City. Collateral for deposits will be evidenced by original safekeeping receipts from the Custodian in which the collateral is held. Collateral must be held by an independent bank outside the holding company of the depository, a Federal Reserve Bank, or a Federal Home Loan Bank.

B. Collateral Policy

Consistent with the requirements of the Public Funds Collateral Act (Gov't Code 2257), it is the policy of the City to require full collateralization of all City funds on all time and demand deposits with any depository bank. In order to anticipate market and provide a of security for all funds, the market value of the collateral will be 102% of principal and accrued interest on the deposits less an amount insured by the FDIC daily.

At its discretion, the City may require a higher level of collateralization for certain investment securities. The Finance Director is responsible for entering into collateralization agreements with third party custodians in compliance with this policy. The acceptable investment securities for collateral are:

- 1) Obligations of the US Government, its agencies and instrumentalities including mortgage backed securities and CMOs passing the bank test.
- 2) Obligations of any state or local government rated AA or better by at least two national recognized rating agencies.
- 3) Letters of credit from the FHLB.

Preference will be given to pledged securities rather than letters of credit. The collateral agreement shall include provisions relating to possession of the collateral, the substitution or release of investment securities, pledge of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City directly from the Custodian and retained. The custodian shall provide a monthly report of collateral directly to the City. Collateral shall be reviewed at least quarterly by the City to assure the market value of the pledged securities is adequate.

Subject to Audit

All collateral shall be subject to inspection and audit by the Finance Director or the City's independent auditors.

X. PERFORMANCE

A. Performance Standards

The City's investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio shall be designed with the objective of obtaining a reasonable yield through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City. Quarterly reports will provide performance information comparing the City's yield to the one year Treasury Bill which will be the benchmark for the portfolio in keeping with its one year maximum weighted average maturity.

It is the policy of the City to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market values will be reported, at a minimum, on a quarterly basis on all securities owned and compared to current amortized book value.

XI. REPORTING

The Investment Officer shall prepare and sign an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the average investment yield for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principles and the Act. This summary will be prepared in a manner that will allow the City to ascertain whether investments activities during the reporting period have complied with the Investment Policy. The report will be provided to the City Council on a timely basis. The report will include the following:

- 1) A listing of individual securities held at the end of the reporting period.
- 2) Realized and unrealized gains or losses.
- 3) A listing of the beginning and ending book and market value of securities for the period.
- 4) Additions and changes to the market value during the period.
- 5) Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- 6) Listing of investments by maturity date.
- 7) Fully accrued and amortized interest and earnings for the reporting period.
- 8) A comparison to performance benchmarks for the period.
- 9) The percentage of the total portfolio that each type of investment represents.
- 10) Statement of compliance of the City's investment portfolio with the Act and the Investment Strategy and Policy approved by the City Council.

An independent auditor will perform a formal annual review of the quarterly reports.

A. Monitoring Market Value

Market value of all securities in the portfolio will be determined on a quarterly basis at a minimum. These values will be obtained from a reputable and independent source and disclosed to the governing body quarterly in a written report.

XII. INVESTMENT POLICY ADOPTION

The City's Investment Policy and Strategy shall be adopted by resolution of the City Council at least annually. It is the City's intent to comply with state laws and regulations. The City's Investment Policy and Strategy shall be subject to revisions consistent with changing laws, regulations, and needs of the City. The City Council shall adopt a resolution stating that it has reviewed the policy and investment strategies annually and include any changes or modifications to the Policy or Strategy.

EXHIBIT B**City of Leander, Texas
Authorized Broker / Dealer List**October~~September~~ 2024³

The authorized broker/dealer list for the City of Leander is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council. The City's Investment Advisor, Meeder Public Funds, Inc., maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy, the new Policy is sent out to all broker/dealer and pools.

Academy Securities ²	MarketAxess Corporation
<u>Arbor Research & Trading, LLC</u>	<u>Mizuho Securities</u> ¹
Bank of America/Merrill Lynch ¹	<u>Moreton Capital Markets</u> Mizuho Securities ¹
Barclays Capital Inc. ¹	<u>Morgan Stanley</u> ¹ Moreton Capital Markets
Blaylock Van, LLC ²	<u>Multi-Bank Securities</u> ² Morgan Stanley ¹
BMO Capital Markets ¹	<u>Oppenheimer</u> Multi-Bank Securities ²
BNY Capital Markets	<u>Piper Sandler & Co</u> Oppenheimer
BOK Financial	<u>PNC Capital Markets LLC</u> Piper Sandler & Co
Brean Capital	<u>Raymond James</u> PNC Capital Markets LLC
Cantor Fitzgerald & Co. ¹	<u>RBC Securities</u> ¹ Raymond James
CastleOak Securities ²	<u>Rice Financial</u> RBC Securities ¹
<u>Citigroup Global Markets Inc</u> ¹	<u>Robert W. Baird</u>
D.A. Davidson	<u>Santander US Capital Markets</u> ¹ Rice Financial
Daiwa Capital Markets ¹	<u>Siebert Williams Shank</u> ² Robert W. Baird
FHN Financial	<u>Stephens Inc</u> Santander US Capital Markets ¹
Goldman Sachs & Co. ¹	<u>Stifel Nicolaus</u> Siebert Williams Shank ²
Great Pacific ²	<u>StoneX Group Inc.</u> Stephens Inc
Hilltop Securities	<u>TD Securities</u> ¹ Stifel Nicolaus
Huntington Bank	<u>TRUIST Securities Inc. (formerly Suntrust)</u> StoneX Group Inc.
InspereX (formerly InCapital)	<u>UBS Financial</u> ¹ TD Securities ¹
Jefferies ¹	<u>UMB Financial Services</u> TRUIST Securities Inc. (formerly Suntrust)
JPMorgan Securities ¹	<u>U.S. Bancorp Investments</u> UBS Financial ¹
Keybank Capital Markets	<u>Wells Fargo</u> ¹ UMB Financial Services
Loop Capital Markets	Wells Fargo ¹

Note: Direct issuers of CP and CDs are considered to be approved counterparties if approved as an issuer.

1 Primary Government Securities Dealer

2 Minority, Woman owned, or Service Disabled-Veteran owned Enterprise

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

**A RESOLUTION ADOPTING AN INVESTMENT POLICY,
INVESTMENT STRATEGY AND BROKER / DEALER LIST
FOR THE CITY OF LEANDER, TEXAS**

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a) requires the City Council to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Funds Investment Act (Section 2256.025) requires the City Council to adopt a list of authorized broker/dealers; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the resolution approving the policy and strategy to record any changes made thereto; and

WHEREAS, the City has chosen to make certain changes material to the Policy to include the following;

Amended the authorized Broker / Dealer list.

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

SECTION 1. The City of Leander, having complied with the requirements of the Public Funds Investment Act, hereby adopts the Investment Policy and Strategy, as amended, attached hereto as Exhibit A, and the Authorized Broker / Dealer List, as amended, attached hereto as Exhibit B.

SECTION 2. The City Council hereby appoints the Executive Finance Director, Assistant Finance Director, and City Manager as Investment Officers of the City.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leander this the 3rd day of October, 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

**CITY OF LEANDER, TEXAS
INVESTMENT POLICY AND STRATEGY**

I. POLICY

It is the policy of the City of Leander that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City Funds. The City's investment portfolio shall be designed and managed in a manner designed to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations. Investments shall be made with the primary objectives of:

- a) **Safety** and preservation of principal
- b) Maintenance of sufficient **liquidity** to meet operating needs
- c) **Diversification** of assets
- d) **Public trust** from prudent investment activities
- e) Optimization of **interest earnings** on the portfolio

II. PURPOSE

This investment policy complies with the Public Funds Investment Act, Chapter 2256 of the Government Code (the "Act"), which requires each governmental to adopt a written investment policy regarding the investment of its funds and funds under its control and is designed to secure all funds of the City. The Policy also complies with the Public Funds Collateral Act (Chapter 2257) which establishes standards for pledged collateral. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's Funds.

III. SCOPE

This Investment Policy shall govern the investment of all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- a) General Fund
- b) Special Revenue Funds (when applicable)
- c) Capital Projects Funds
- d) Enterprise Funds
- e) Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately.
- f) Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately.
- g) Any new fund created by the City, unless specifically exempted from this policy by the City Council or by law.

The City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs.

IV. INVESTMENT OBJECTIVES AND STRATEGY

The City shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield, expressed as optimization of interest earnings.** The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

1. **Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
 - a) Limiting investments to the safest types of investments.
 - b) Pre-qualifying the financial institutions and broker/dealers with which the City will do business.
 - c) Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.
2. **Interest Rate Risk** – the City will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:
 - a) Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
 - b) Investing operating funds primarily in certificates of deposit, shorter term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
 - c) Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

3. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds or local government investment pools that offer same-day liquidity.

4. Diversification

The City's portfolio shall be diversified by market sector, issuer, and maturity to spread risk and manage market risk.

5. Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

6. Yield

The investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

7. Strategy

The following investment strategy has been designed to accomplish these objectives:

- a) The City will invest in short and intermediate securities and investments which are highly credit worthy and mature within three years. The City will invest only in securities specified by this Policy.
- b) At all times, the City shall maintain a cash position sufficient to meet daily liquidity requirements. This will be accomplished by maintaining approximately 15 percent of the total portfolio in money market funds, local government investment pools, and interest-bearing accounts. The City may also position investments to provide funding for anticipated or predictable obligations such as debt service payments.
- c) The City shall not exceed a weighted average maturity of two years for the total portfolio.

V. RESPONSIBILITY AND CONTROL

A. Delegation of Authority

In accordance with the City of Leander and the Act, the City Council will designate the City's Investment Officer(s) by resolution. An Investment Officer is authorized to execute investment transactions on behalf of the City and may deposit, withdraw, transfer or manage funds for investment purposes. Only the investment officer may engage in an investment transaction or the management of City funds after designation by the Council. The City may further contract with a non-discretionary registered investment adviser to advise in the management of the City's portfolio.

The investment authority granted to the investing officers is effective until rescinded by the City Council.

B. Quality and Capability of Investment Management

The City shall provide for periodic training in investments for the designated investment officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Act.

C. Training Requirement

In accordance with the City of Leander and the Act, designated Investment Officers shall attend eight (8) hours of investment training every two fiscal years relating to investment risks and responsibilities as specified in the Act. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. The investment training session shall be provided by an independent source approved by the City Council. For purposes of this policy, an "independent source" from which investment training shall be obtained include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the City may engage in an investment transaction.

D. Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- a) Control of collusion.
- b) Separation of transactions authority from accounting and record safekeeping.
- c) Clear delegation of authority to subordinate staff members.
- d) Documentation of all transactions for investments and wire transfers.

1. Monitoring FDIC Bank Status

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer shall immediately liquidate any brokered CD which places the City above the FDIC insurance limit.

2. Monitoring Credit Ratings

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. The Investment Officer or Investment Advisor, shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by this Policy, the Investment Officer shall immediately sell the security, if possible, regardless of a loss of principal.

3. Prudence

The standard of prudence to be applied by the Investment Officer shall be the “prudent investor” rule. This rule states that “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.”

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- a) The investment of all funds, or funds under the City’s control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- b) Whether the investment decision was consistent with the written approved investment policy of the City.

4. Indemnification

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

5. Ethics and Conflicts of Interest

Investment Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Employees and Investment Officers shall disclose any material interests in financial institutions or counter-parties with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest to the City Manager.

In addition, an Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council. For this purpose, a personal business relationship shall be defined as:

- a) Owning 10% or more of the voting stock of the firm
- b) Owning \$5,000 or more of the fair market value of the firm
- c) Receiving more than 10% of the Officer's annual income from the firm, or
- d) Having acquired \$2,500 or more from the firm in the Officer's personal account.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

A. Portfolio Management

The City currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- 1) An investment with declining credit may be liquidated early to minimize loss of principal.
- 2) Cash flow needs of the City require that the investment be liquidated.

B. Investments

City funds governed by this policy may be invested only in the instruments described below, all of which are authorized by the Act. Investment of City funds in any instrument or security not authorized under this Policy is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

1) Authorized

- a) Obligations of the United States of America, its agencies and instrumentalities, excluding mortgage backed securities, with a stated final maturity not to exceed three years.
- b) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA- or its equivalent, with a stated final maturity not to exceed three years.
- c) Depository Certificates of Deposit issued by a bank or savings bank doing business in Texas that is insured by the Federal Deposit Insurance or its successor or secured by obligations in a manner and amount provided by law and this policy for deposits of the City.
- d) Money Market Mutual Funds that 1) are registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 60 days or less, 3) are rated AAA by at least one nationally recognized rating service, 4) seek to maintain a net asset value of \$1.00 per share; and 5) are in compliance with SEC Rule 2a-7
- e) Texas local government investment pools, which 1) meet the requirements of the Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) must maintain a maximum average dollar weighted maturity of 60 days, 4) seek to maintain a \$1.00 net asset value, 5) be

authorized by resolution or ordinance of the City Council; and 6) are in compliance with SEC Rule 2a-7.

- f) Fully collateralized repurchase agreements with a bank in Texas or a primary dealer, executed under the Bond Market Master Repurchase Agreement in accordance with the Act not to exceed 120 days. Flex repurchase agreements may be used for bond proceeds and may exceed 120 days but must be matched to the projected expenditures of the funds.
- g) FDIC insured “brokered certificates of deposit” securities from a bank in any US state, delivered versus payment to the City’s safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank (at www.fdic.gov) to assure that the bank is FDIC insured.
- h) FDIC insured or collateralized interest bearing accounts in any bank in Texas.
- i) SEC registered, A1/P1 rated commercial paper with a maturity not more than 270 days.

2) Not Authorized

- a) Interest-only or principal-only mortgage-backed securities, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VII. INVESTMENT PARAMETERS

A. Maximum Maturities

The longer the maturity of investments the greater their potential price volatility, therefore it is the City’s policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates.

The City attempts to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds. The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio will have a maximum weighted average maturity of two years. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security.

B. Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines;

- 1) Limiting investments to avoid over concentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),
- 2) Limiting investment in investments that have higher credit risks,
- 3) Investing in investments with varying maturities, and
- 4) Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

VIII. AUTHORIZED BANKS AND DEALERS

A. Depository

At least every five years, a banking services depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- 1) The ability to qualify as a depository for public funds in accordance with state law.
- 2) The ability to provide requested information or financial statements for the periods specified.
- 3) The ability to meet all requirements in the banking RFP.
- 4) Complete response to all required items on the bid form.
- 5) Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.

B. Authorized Brokers / Dealers

The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers authorized to engage in securities transactions with the City.

Those firms that request to become qualified bidders for securities transactions will be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation. Authorized firms may include brokers, primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All broker/dealers will be provided with a copy of the then-current investment policy.

All local government investment pools, must sign a certification acknowledging that the pool has received and reviewed the City's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's policy.

C. Competitive Bids

It is the policy of the City to require competitive bidding for all individual security purchases and sales except for transactions with money market mutual funds and local government investment pools. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution must still be compared to alternatives in the secondary market.

D. Delivery vs. Payment

Securities shall be purchased using the **delivery vs. payment** method with the exception of investment pools and money market mutual funds. Funds will be released after notification that the purchased security has been received.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

A. Safekeeping and Custodian Agreements

The City shall contract with a bank or banks for the safekeeping of securities owned by the City as part of its investment portfolio. The City will approve the Custodian for pledged collateral to secure demand or time deposits. Securities owned by the City shall be held for the City as evidenced by safekeeping receipts of the safekeeping institution.

An independent third party Custodian for collateral will be approved by the City. Collateral for deposits will be evidenced by original safekeeping receipts from the Custodian in which the collateral is held. Collateral must be held by an independent bank outside the holding company of the depository, a Federal Reserve Bank, or a Federal Home Loan Bank.

B. Collateral Policy

Consistent with the requirements of the Public Funds Collateral Act (Gov't Code 2257), it is the policy of the City to require full collateralization of all City funds on all time and demand deposits with any depository bank. In order to anticipate market and provide a of security for all funds, the market value of the collateral will be 102% of principal and accrued interest on the deposits less an amount insured by the FDIC daily.

At its discretion, the City may require a higher level of collateralization for certain investment securities. The Finance Director is responsible for entering into collateralization agreements with third party custodians in compliance with this policy. The acceptable investment securities for collateral are:

- 1) Obligations of the US Government, its agencies and instrumentalities including mortgage backed securities and CMOs passing the bank test.
- 2) Obligations of any state or local government rated AA or better by at least two national recognized rating agencies.
- 3) Letters of credit from the FHLB.

Preference will be given to pledged securities rather than letters of credit. The collateral agreement shall include provisions relating to possession of the collateral, the substitution or release of investment securities, pledge of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City directly from the Custodian and retained. The custodian shall provide a monthly report of collateral directly to the City. Collateral shall be reviewed at least quarterly by the City to assure the market value of the pledged securities is adequate.

Subject to Audit

All collateral shall be subject to inspection and audit by the Finance Director or the City's independent auditors.

X. PERFORMANCE

A. Performance Standards

The City's investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio shall be designed with the objective of obtaining a reasonable yield through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City. Quarterly reports will provide performance information comparing the City's yield to the one year Treasury Bill which will be the benchmark for the portfolio in keeping with its one year maximum weighted average maturity.

It is the policy of the City to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market values will be reported, at a minimum, on a quarterly basis on all securities owned and compared to current amortized book value.

XI. REPORTING

The Investment Officer shall prepare and sign an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the average investment yield for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principles and the Act. This summary will be prepared in a manner that will allow the City to ascertain whether investments activities during the reporting period have complied with the Investment Policy. The report will be provided to the City Council on a timely basis. The report will include the following:

- 1) A listing of individual securities held at the end of the reporting period.
- 2) Realized and unrealized gains or losses.
- 3) A listing of the beginning and ending book and market value of securities for the period.
- 4) Additions and changes to the market value during the period.
- 5) Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- 6) Listing of investments by maturity date.
- 7) Fully accrued and amortized interest and earnings for the reporting period.
- 8) A comparison to performance benchmarks for the period.
- 9) The percentage of the total portfolio that each type of investment represents.
- 10) Statement of compliance of the City's investment portfolio with the Act and the Investment Strategy and Policy approved by the City Council.

An independent auditor will perform a formal annual review of the quarterly reports.

A. Monitoring Market Value

Market value of all securities in the portfolio will be determined on a quarterly basis at a minimum. These values will be obtained from a reputable and independent source and disclosed to the governing body quarterly in a written report.

XII. INVESTMENT POLICY ADOPTION

The City's Investment Policy and Strategy shall be adopted by resolution of the City Council at least annually. It is the City's intent to comply with state laws and regulations. The City's Investment Policy and Strategy shall be subject to revisions consistent with changing laws, regulations, and needs of the City. The City Council shall adopt a resolution stating that it has reviewed the policy and investment strategies annually and include any changes or modifications to the Policy or Strategy.

EXHIBIT B**City of Leander, Texas
Authorized Broker / Dealer List**

October 2024

The authorized broker/dealer list for the City of Leander is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council. The City's Investment Advisor, Meeder Public Funds, Inc., maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy, the new Policy is sent out to all broker/dealer and pools.

Academy Securities ²	MarketAxess Corporation
Arbor Research & Trading, LLC	Mizuho Securities ¹
Bank of America/Merrill Lynch ¹	Moreton Capital Markets
Barclays Capital Inc. ¹	Morgan Stanley ¹
Blaylock Van, LLC ²	Multi-Bank Securities ²
BMO Capital Markets ¹	Oppenheimer
BNY Capital Markets	Piper Sandler & Co
BOK Financial	PNC Capital Markets LLC
Brean Capital	Raymond James
Cantor Fitzgerald & Co. ¹	RBC Securities ¹
CastleOak Securities ²	Rice Financial
Citigroup Global Markets Inc ¹	Robert W. Baird
D.A. Davidson	Santander US Capital Markets ¹
Daiwa Capital Markets ¹	Siebert Williams Shank ²
FHN Financial	Stephens Inc
Goldman Sachs & Co. ¹	Stifel Nicolaus
Great Pacific ²	StoneX Group Inc.
Hilltop Securities	TD Securities ¹
Huntington Bank	TRUIST Securities Inc. (formally Suntrust)
InspereX (formerly InCapital)	UBS Financial ¹
Jefferies ¹	UMB Financial Services
JPMorgan Securities ¹	U.S. Bancorp Investments
Keybank Capital Markets	Wells Fargo ¹
Loop Capital Markets	

Note: Direct issuers of CP and CDs are considered to be approved counterparties if approved as an issuer.

1 Primary Government Securities Dealer

2 Minority, Woman owned, or Service Disabled-Veteran owned Enterprise



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of Special Event Permit along with road closures, traffic control, emergency services, and site plans for the upcoming Diwali Festival to be held October 19, 2024, at Lakewood Park; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Parks and Recreation Department has worked alongside the Brahm Foundation to plan and co-host the second annual Diwali Festival. The first festival held in November 2023, was highly successful with approximately 5,500 to 6,000 event attendees, numerous musical and dance performances, approximately twenty (20) vendors, one (1) large food service restaurant, and a kids' bounce house area.

This year, Mr. Garg and festival organizers are targeting approximately 5,200 attendees, with an expansive multi-digital stage, dozens of performances, approximately forty (40) vendors, six (6) restaurants and a kids' bounce house area. The event time is also expanding from 2:00 p.m. until 10:00 p.m., which is a couple hours longer than the previous year.

The slightly less anticipated attendance is due to two (2) other Diwali Festivals occurring nearby during the same day, and the inaccessibility to Wiley MS and Rouse HS parking lots due to the Raider Way Drive expansion and renovation.

Organizers have had to seek other off-site parking and transportation to the festival, which may curtail the number of attendees this year. Seeking other parking sites and arranging for transportation has been a big challenge; however, organizers have secured nine (9) fifty-three (53)- passenger buses, along with utilizing the City's twenty-four (24)- passenger bus and the fourteen (14)- passenger van which will assist with transporting attendees in a safe and consistent manner.

In addition to utilizing some Lakewood Park parking, they have secured at least two hundred fifty (250) spaces at Prime Warehouse on Ronald Reagan Boulevard; four hundred seventy (470) spots at Stiles MS and Akin Elementary located on Journey Parkway, and another one hundred twenty-five (125) spaces at Pleasant Hill Elementary (the latter being used for only event staff and vendor parking). Organizers anticipate another four hundred (400) attendees to utilize ride-share capabilities and another four hundred (400) attendees to walk from the surrounding neighborhoods.

Organizers have worked with City officials to secure LPD officers to assist with traffic control at parking sites and within the park, LFD to ensure emergency services are provided, and the Parks and Recreation Department for light towers, generators, and toilet facilities along with trash cleanup and removal. The Leander Citizens on Patrol organization will be assisting with parking and pedestrian safety within Lakewood Park.

This request also includes the closure of Lakewood Park to vehicular traffic (except for event attendees on the day of the event) beginning at 10:00 p.m. on Friday, October 18 until 8:00 a.m. on Sunday, October 20. In case of inclement weather, a rain date of Sunday, October 20 will be the backup.

Certificates of Liability Insurance for four (4) sites are attached, including naming the City of Leander as additionally insured. Also included is approval from LISD for the use of the school parking lots and a traffic and parking plan identifying road closures. The organizers have notified the HOA's surrounding the festival site and will continue to work with them to reduce potential traffic volume and congestion.

During the planning process, organizers and the City partnered to secure items such as light towers, generators, electrical connections, port-a-potty's, trash receptacles, fuel, and several staff to assist with event logistics. Brahm Foundation will reimburse the City for these items the week following the event upon the submission of receipts.

HISTORY/TIMELINE:

11/04/2023 - First Diwali Festival at Lakewood Park

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of the special event permit, traffic plan and road closures. However, LPD and LFD will be monitoring the number of event attendees in order to control the allotment of time to safely and efficiently remove the number of attendees in a safe and efficient manner due to an emergency situation.

PRESENTER:

Mark Tummons, Director of Parks and Recreation

Fiscal Impact

Attachments:

1. Special Event Application, Parking Permit, Map
2. Traffic Plan Final
3. Street Closure Maps
4. LDF Emergency Plan 2024
5. LISD Pleasant Hill Use Approval
6. LISD Stiles-Akin Use Approval
7. Brahm - City of Leander Insurance Certificate
8. Brahm - Lakewood Park Insurance Certificate
9. Brahm - LISD Insurance Certificate
10. Brahm - Prime Warehouse Insurance Certificate

Special Event Application

Event Name: LEANDER DIWALI FESTIVAL - 2024Street Address of Event: 2040 ARTESIAN SPRINGS CROSSINGEvent Type (ex. Block Party, Marathon, Street Closure, etc.): FESTIVALDate(s) of Event: 10-19-2024Time of Event: 10AM - 10PMSet-Up Date(s): 10-18-2024Tear-Down Date(s): 10-19-2024Set-Up Time: 12PM

Tear-Down Time: _____

Applicant Name: VEDANT GARG

Organization: _____

Applicant Phone Number: 978-761-8487

Applicant Email Address: _____

Primary On-Site Contact Name: VEDANT GARGPrimary On-Site Cell Phone Number: 978-761-8487Estimated Attendance: 5200

Parking Arrangements:

☐

Onsite

☐

Offsite 8 PARKING ATTENDANTS - We will be hiring shuttles or golf carts to drop off and pick up

☒

Both

Portable Restroom Facilities:

☒

Yes

☐

No

Location of Event: Check all that apply

☐

Inside an existing structure. If so, what is the current use of the structure: _____

☐

Vacant Lot

☐

Parking Lot

☒

Public Property

☐

Private Property

☐

In the Right-of-Way

☐

Cross railroad tracks

Building/Equipment to be Used:

- ☒ Tent or Temporary Structure(s) – **Additional permit required for tent over 200 sq. ft.** Tent size to be used: _____
- ☒ Stage _____
- ☒ Mobile Food Establishments/Food Booth/Vendor 10 FOOD VENDORS-
- ☐ Signs (Banners, "A" Frame, etc.)
- ☒ Mass Gathering
- ☒ Outdoor Amplified Sound and/or Music (please read the City's Noise Ordinance) - **Additional permit required**
- ☐ Pyrotechnics/Firework Display – **Additional permit required**
- ☐ Flame Effects or Similar – **Additional permit required**
- ☐ Open Fires – Any open-to-air fires proposed, used for other than cooking.
Please describe: _____
- ☐ Other: _____
- ☐ None

Any additional permits required will need to be applied for simultaneously with the Special Event application.

Animals Present?: (Temporary or Commercial Animal Permit required)

- ☐ Yes
- ☒ No

Food Booth/Vendor: Make sure vendors have their permits with the county they are working in.

- ☒ Cooking Equipment: What type: GRILL/PROPANE
- ☒ Generator
- ☒ Open Flame
- ☐ No Food Booth/Vendor

Street Event: A Traffic Control Plan will need to be provided.

Street Closure Start Time: _____

Street Closure End Time: _____

☒ No Street Closure

Moving Event (Marathons, parades, etc.): A map will need to be provided showing start and finish lines.

On-Site Registration Time: _____

Assembly Time for Participants: _____

Start Time (First Wave): _____

End Time (Last Wave): _____

Will other jurisdictions be involved (Check one) Yes ☐ No ☒

If yes, please check all that apply.

☐ City of Cedar Park

☐ City of Georgetown

☐ Williamson County

☐ Travis County

☐ Other _____

Alcohol:

Will alcohol be sold or distributed?

☐ Yes

☒ No

If yes, please indicate which applies. Please provide a copy of the Texas Alcoholic Beverage Commission (TABC) application.

☐ Sold

☐ Distributed

Private Companies Contracted to Work Event: Please check all that apply and provide contact information.

☐ Set-Up - Name: _____	Phone Number: _____
	Email: _____
☐ Planner - Name: _____	Phone Number: _____
	Email: _____
☐ Catering - Name: _____	Phone Number: _____
	Email: _____
☐ Security - Name: _____	Phone Number: _____
	Email: _____
☐ EMS - Name: _____	Phone Number: _____
	Email: _____

Request for City Services: City services are charged at a minimum rate dependent on the event.

If yes, please check all that apply.

- ☒ Fire Department
 - ☒ Medical Standby
 - ☐ Fire Watch
 - ☐ Event Standby
- ☒ Police Department
- ☒ Public Works

If yes, please check all that apply.

- ☐ Street Blockage
- ☐ Cones
- ☐ Barricades
- ☒ Parks and Recreation
 - ☒ Location: _____
 - ☒ Staff

Applicant Signature

Date



City of Leander
PARKS AND RECREATION

PO Box 319, Leander, Texas 78646
Ph: 512.528.9909
parks@leandertx.gov
leandertx.gov/parks

SPECIAL EVENT IN THE PARK PERMIT

Please read the enclosed application materials carefully as some of our policies and procedures have changed. As the event organizer, it is your responsibility to know the guidelines and requirements for your type of event and make sure the application is completed.

- All permit applications require a copy of the site/event plan of the rental area.
- All rental and permit fees are due when packet is submitted.
- Be advised that parks are open to the public and the Parks and Recreation Department cannot be held responsible for the intrusion of members of the public not associated with your reservation. Should you experience any problems during your rental, please contact the non-emergency Police, 512.528.2800.
 - o In case of emergency, call 911.
- The Parks and Recreation Department reserves the right to audit functions for excessive attendance. Additional fees will be assessed if the rental exceeds stated participation and/or the rental can be terminated immediately.

Do not assume your event is approved or start advertising until you have an approved permit.

Name of Event: LEANDER Diwali Festival

Name of Organization/Individual: BRAM FOUNDATION

Applicant Name: VEDANT GARG DOB: 10/28/1988

Phone Number (Primary): 978 761 8487 (Secondary): _____

Email Address: _____

Address: 1620 STINNETT DR City: LEANDER State: TX Zip: 78641

Rental Area: Great lawn (35000) Estimated Attendance: 5200

Date of Rental: 10/19/2024 Event Start/End Time: 2 pm / 10 pm

Set Up Start Time: 9 am Take Down End Time: 11 pm

1. Type of Event: ☐ Concert ☐ Parade ☐ Picnic ☐ Walk/Race ☒ Other: Festival

2. Summary of Event: celebrating Diwali festival. (year 2)

Application continued on back...

3. Will the majority of participants be under 20 years of age? ☒ Yes ☐ No
If yes, number of adults in attendance? 4000

Two adult chaperones, 21 years or older, are required for every 50 participants that are 20 years of age or younger. Chaperones shall be present when the rental begins and remain present through the completion of the rental and until all participants 20 years of age or younger have left the park grounds.

4. Will an entry fee be charged? ☐ Yes ☒ No
If yes, fee amount and type: _____

If walk/run, complete appropriate supplemental permit (attached).

5. Will there be tents larger than 20'x20'? ☐ Yes ☒ No
If yes, a permit from the City is required. Tents may not be staked into the ground.

6. Will there be more than 100 people attending but less than 1000? ☐ Yes ☒ No

Two portable toilets and one hand wash station for each 300 estimated attendees are required at each event located at locations that do not have adequate bathroom facilities (trails, Old Town Park, Devine Lake Park, etc.). At least one of the portable toilets must be wheelchair accessible. Portable toilets must be in place no later than three hours prior to advertised start of event and placed in a location approved by the Parks and Recreation Department. Portable toilets must be picked up within one business day after event. The renter is responsible for the care and cleaning of portable toilets. Portable toilets are required for all walks/runs. Receipt or rental confirmation must be submitted prior to rental.

Dumpster requirement: Renter may be required to provide, at minimum, one eight-yard dumpster depending on the level of park use on the day of the event.

7. Will there be food that is not pre-packaged? ☒ Yes ☐ No

If yes, and rental is open to the public, a temporary or annual Food Permit is required. Contact Williamson County and Cities Health District. If your rental is a private event, complete appropriate supplemental permit (attached).

8. Will there be alcohol at your event? ☐ Yes ☒ No

If yes, and rental is open to the public, contact TABC for permitting needs. If yes, and your rental is a private event, complete appropriate supplemental permit (attached).

9. Will your rental include athletic fields? ☐ Yes ☒ No

If yes, coordination with the Athletic Coordinator for field rental is required.

10. Will you be using an oversized grill or catering/food truck? ☐ Yes ☒ No

If yes, complete appropriate supplemental permit (attached).

11. Will the event include Inflatable Amusement Rides/Games? ☒ Yes ☐ No

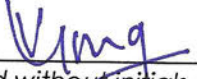
If yes, complete appropriate supplemental permit (attached).

Complete the following permits as applicable to your event.

Applicant Acknowledgment of Special Use Permit Regulations

- Initial VG I agree to indemnify, defend and hold harmless the City of Leander from all liability claims arising from the actions of myself, or my agents, employees, or participants while conducting activities under this permit in City of Leander parks.
- Initial VG I understand that in the case of an emergency or for reasons beyond the City's control, the City reserves the right to cancel the scheduled rental prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.
- Initial VG I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in the application is found to be false; or (2) should my conduct, or the conduct of any participants or guests, not be as described in the application; or (3) should any applicable City, County, State, or Federal rules, regulations, codes or laws be violated, any reservations issued shall automatically become null and void and any activity associated with this application will immediately cease.
- Initial VG I agree that I: (1) am financially responsible for any costs incurred by the City of damages to City property; (2) forfeit all fees and deposits if it is determined that false information was provided on this application; (3) am financially responsible for any City costs that exceed fees and deposits already collected by the City for enforcement of provisions related to this application for reservation.
- Initial VG I agree that I am responsible to see that all debris and trash is picked up from the rental site and placed in appropriate refuse containers immediately after the rental. Any trash removal expenses (for debris left at rental site not placed in appropriate refuse containers) incurred by the City because of this rental are my responsibility.
- Initial VG I understand that permission to hold this rental/activity does not grant exclusive use of any park. The park is to remain open for public use.
- Initial VG I understand that I am responsible to obtain the necessary permits/approvals granted by agencies or City departments other than the Parks and Recreation Department needed to hold this activity. Permission granted by the Parks and Recreation Department to hold this activity does not imply approval of items under other agencies' jurisdictions.

I hereby attest that to the best of my knowledge, the information contained in this application is true and correct. I have received a copy of the Park Rules and the Special Use Permit Regulations that govern park rentals for the City of Leander. I understand that failure to abide by the same could result in denial of any future rentals.

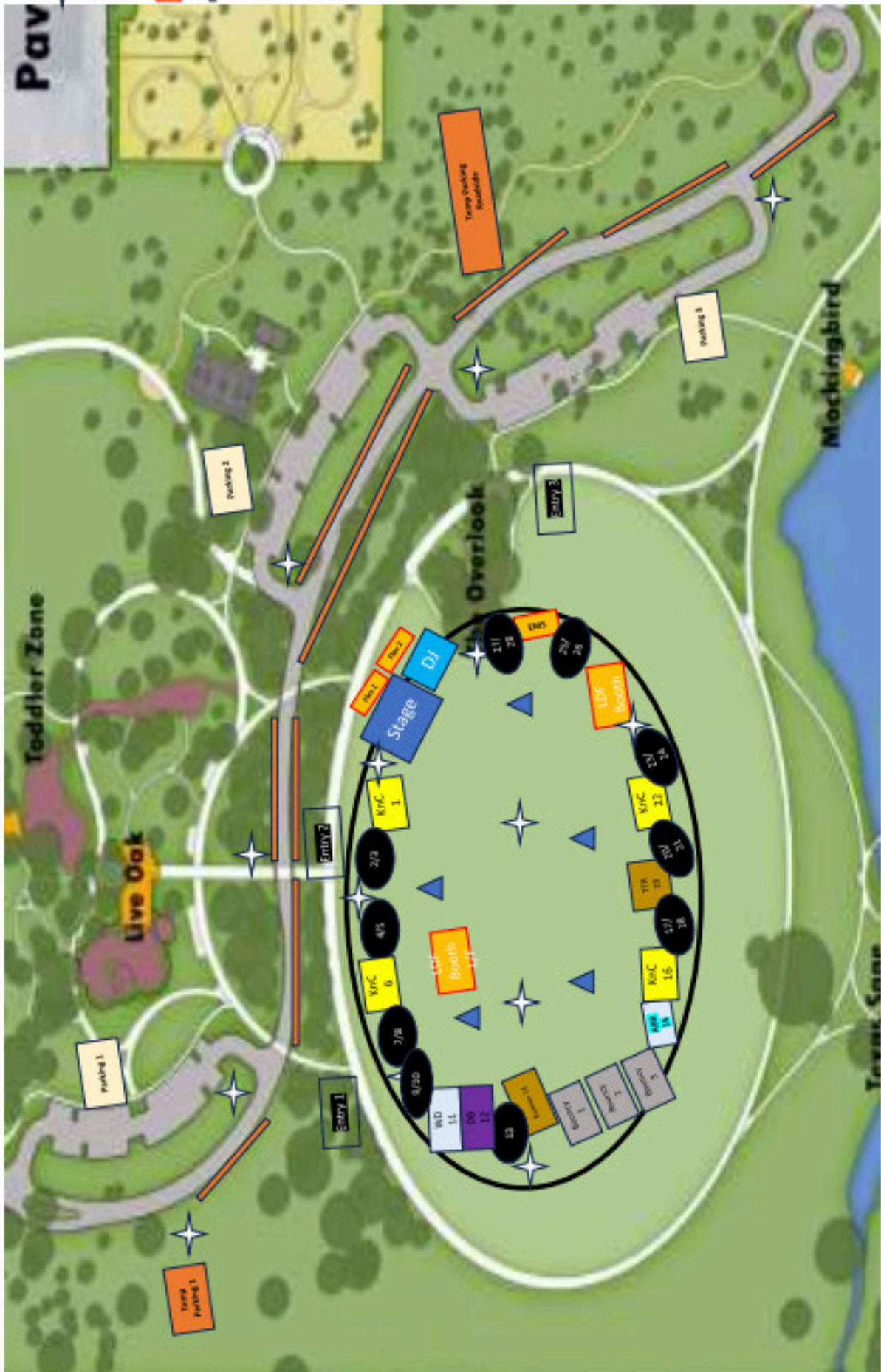
Signature:  Date: 09/05/2024

*Application is not valid without initials and signature of applicant.

Event organizer must have a copy of the approved Special Event Permit Application on-site during the reservation times of the rental.

Internal Use Only

Permit Approved: ☐ Yes ☐ No If no, reason: _____
Applicant Contacted: _____ Added to CivicRec: _____
Reviewed By: _____ Date: _____
Additional Requirements: _____





SPECIAL EVENT PERMIT APPLICATION

Department Comments

Internal Use Only

Emergency Management Comments

☐

Approved

☐

Denied

☐

No Review Need from this Dept.

Emergency Management Notes:

Emergency Management Signature

Date Reviewed

Fire Department Comments

☐

Approved

☐

Denied

☐

No Review Need from this Dept.

Fire Department Notes:

Fire Department Signature

Date Reviewed

Fire Marshal Comments

☐

Approved

☐

Denied

☐

No Review Need from this Dept.

Fire Marshal Notes:

Fire Marshal Signature

Date Reviewed

Police Department Comments

☐

Approved

☐

Denied

☐

No Review Need from this Dept.

Police Dept. Notes:

Police Dept. Signature

Date Reviewed

Parks & Recreation Department Comments

☐

Approved

☐

Denied

☐

No Review Need from this Dept.

PARD Notes:

PARD Signature

Date Reviewed

Public Works Department Comments

☐

Approved

☐

Denied

☐

No Review Need from this Dept

Public Works Dept Notes:

Public Works Dept. Signature

Date Reviewed

Leander Diwali Festival Traffic Management Plan

Event Details:

- **Event:** Leander Diwali Festival
- **Date:** October 19
- **Location:** Lakewood Park
- **Time:** 2:00 PM to 10:30 PM

Parking Locations:

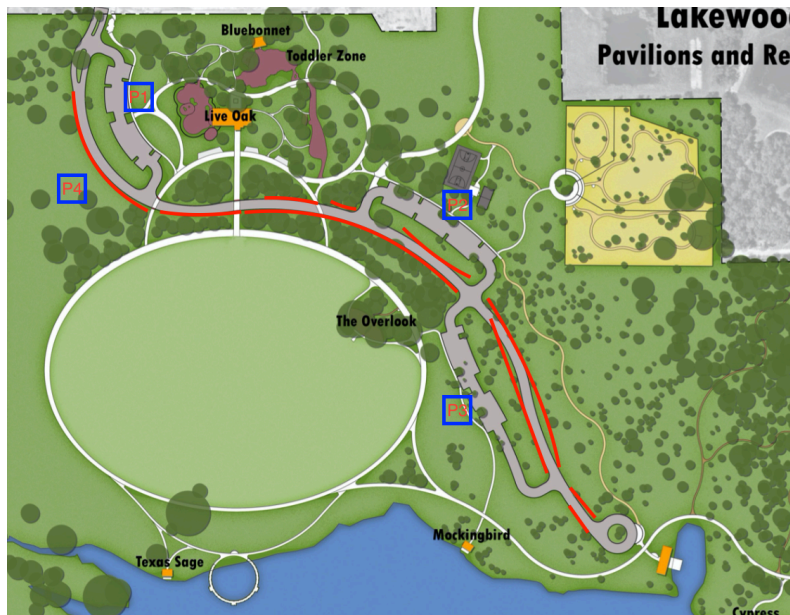
1. **Lakewood Park**
2. **Offsite Primary**
 - a. Stiles Middle School / Akin Elementary
 - b. Prime warehouse

Shuttle Service:

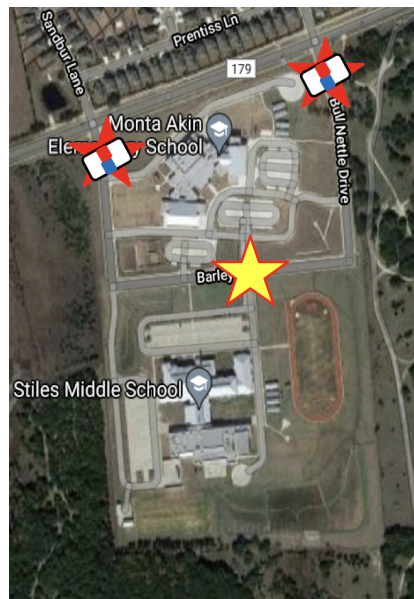
- **Number of Buses:** 9 + 2 mini Vans
- **Capacity per Shuttle:** 50-56 passengers each
- **Trips per Hour:** 2

Traffic Management Plan

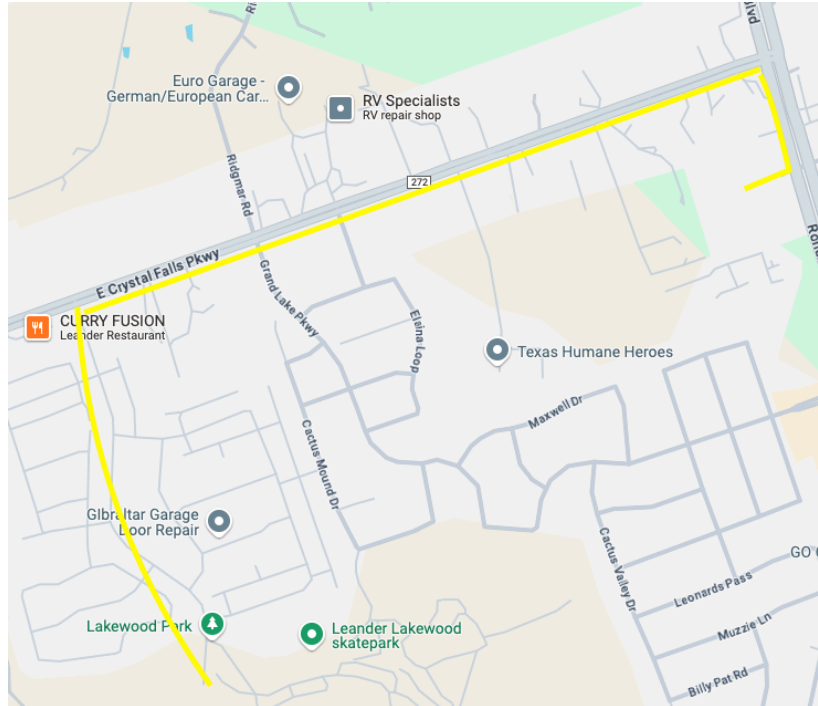
1. **Onsite Parking - Lakewood**
 - Uber / Family drop off - 1941 Cactus Mound Dr



2. OffSite parking {Stiles Middle School / Akin Elementary School}

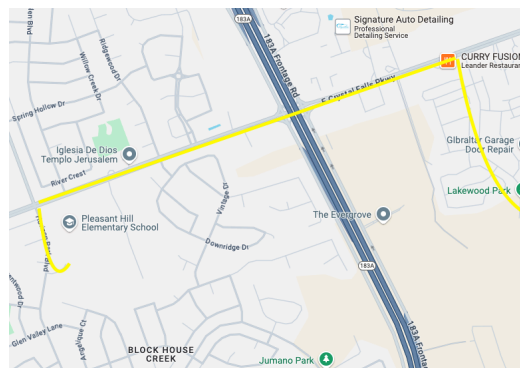


3. OffSite parking {Prime Warehouse }



4. Organizing team + vendor Parking : Pleasant Hill Elementary

- Organizing team + Vendor will utilize the Pleasant Hill Elementary parking
- The city floater vans will be used between 12-4pm to transport between lakewood park and pleasant hill elementary school
- Based on the traffic - they can be redirected to prime warehouse parking very quickly
- In the evening (after 7pm) when the crowd tapers off, LDF team will instruct to city vans to be used between Lakewood park and Pleasant hill elementary if they were moved to Prime warehouse in afternoon depending upon traffic



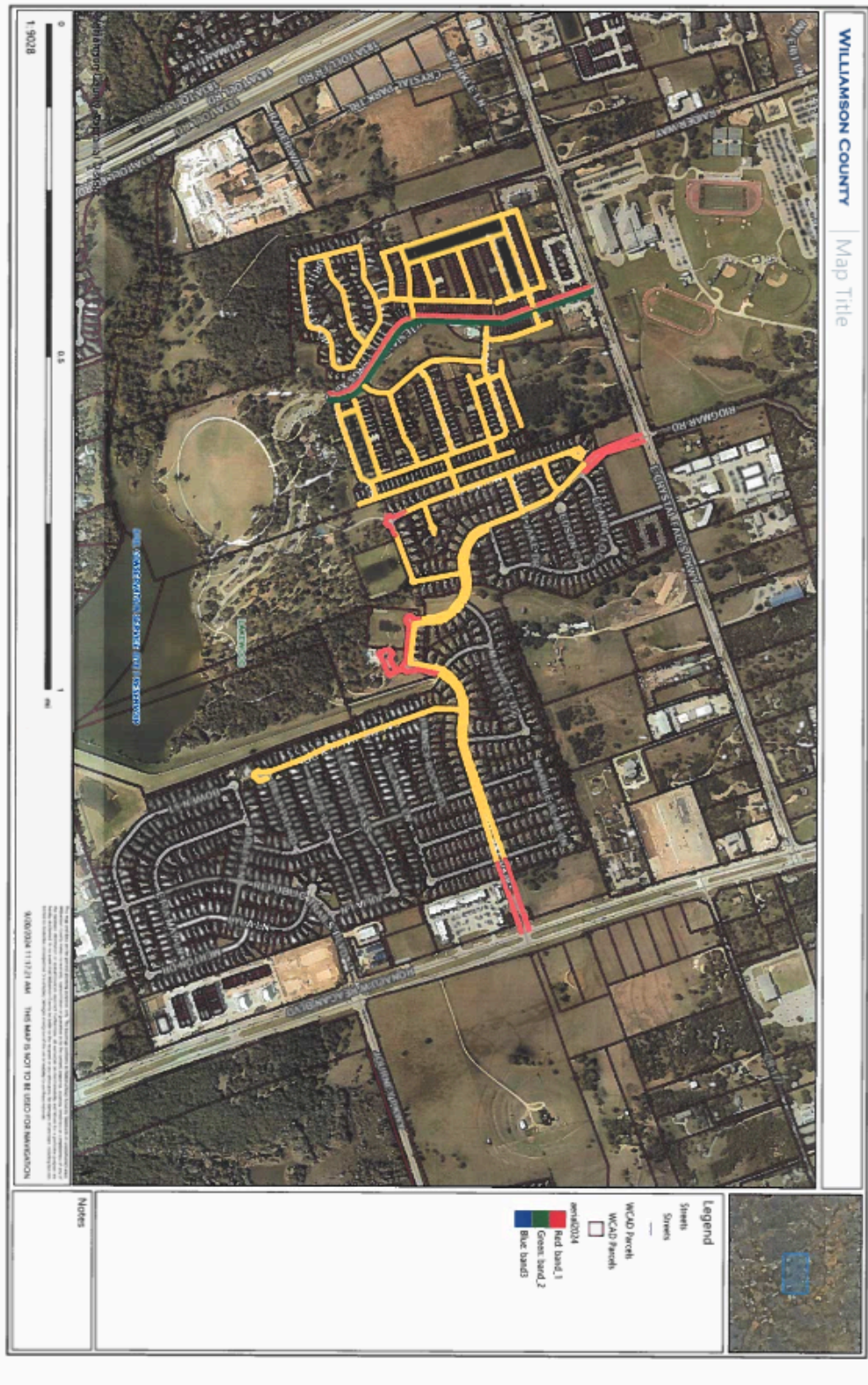
5. Total Parking & Attendees

Parking				Attendees	
OnSite	Lakewood Park	250		Parking	3780
Offsite	Akin/Stiles	445		Walking	400
Offsite	Prime warehouse	250		Uber/carpool	400
				Pleasant hill for organizers	500
	Total	945		Total	5200

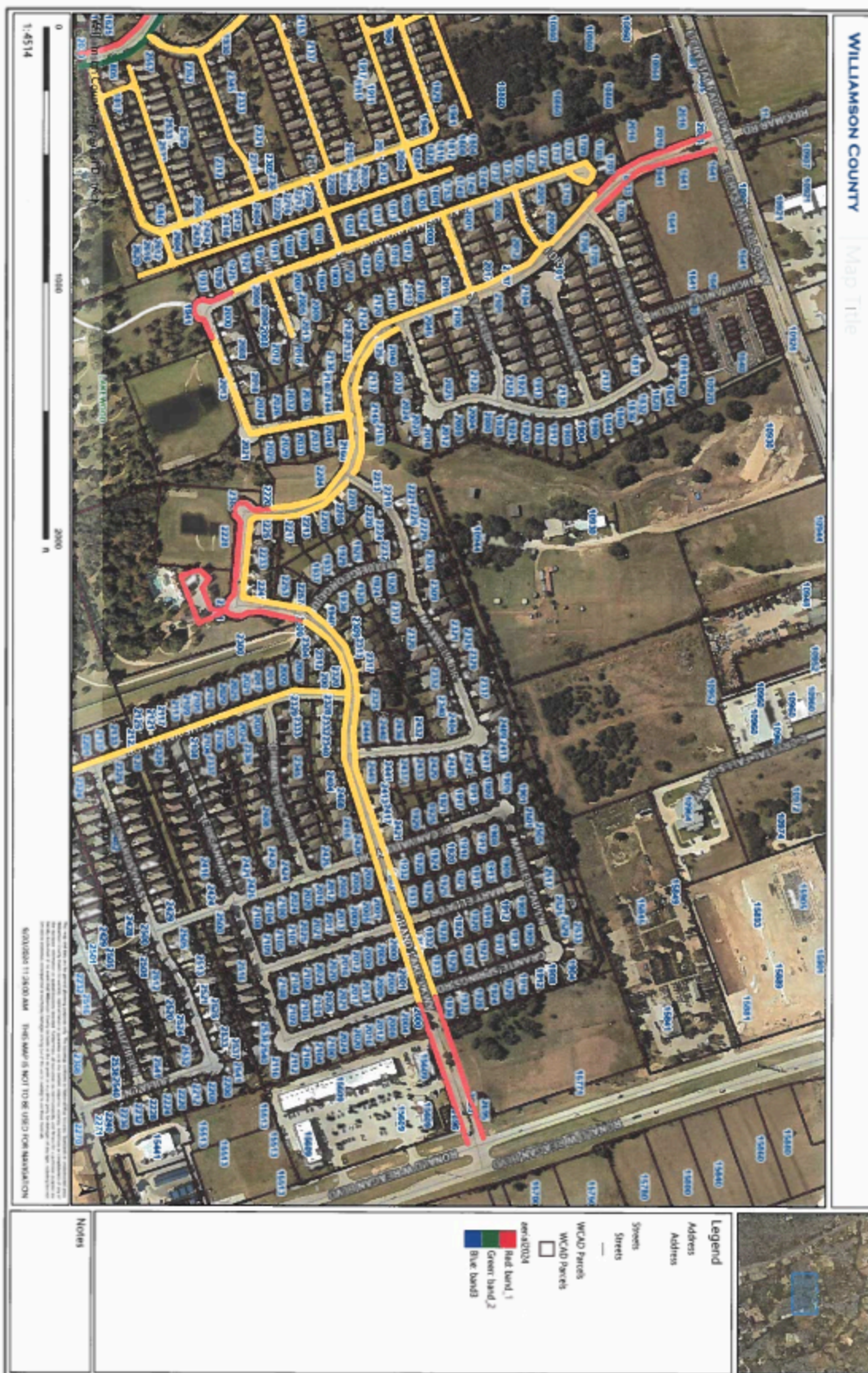
6. Bussing

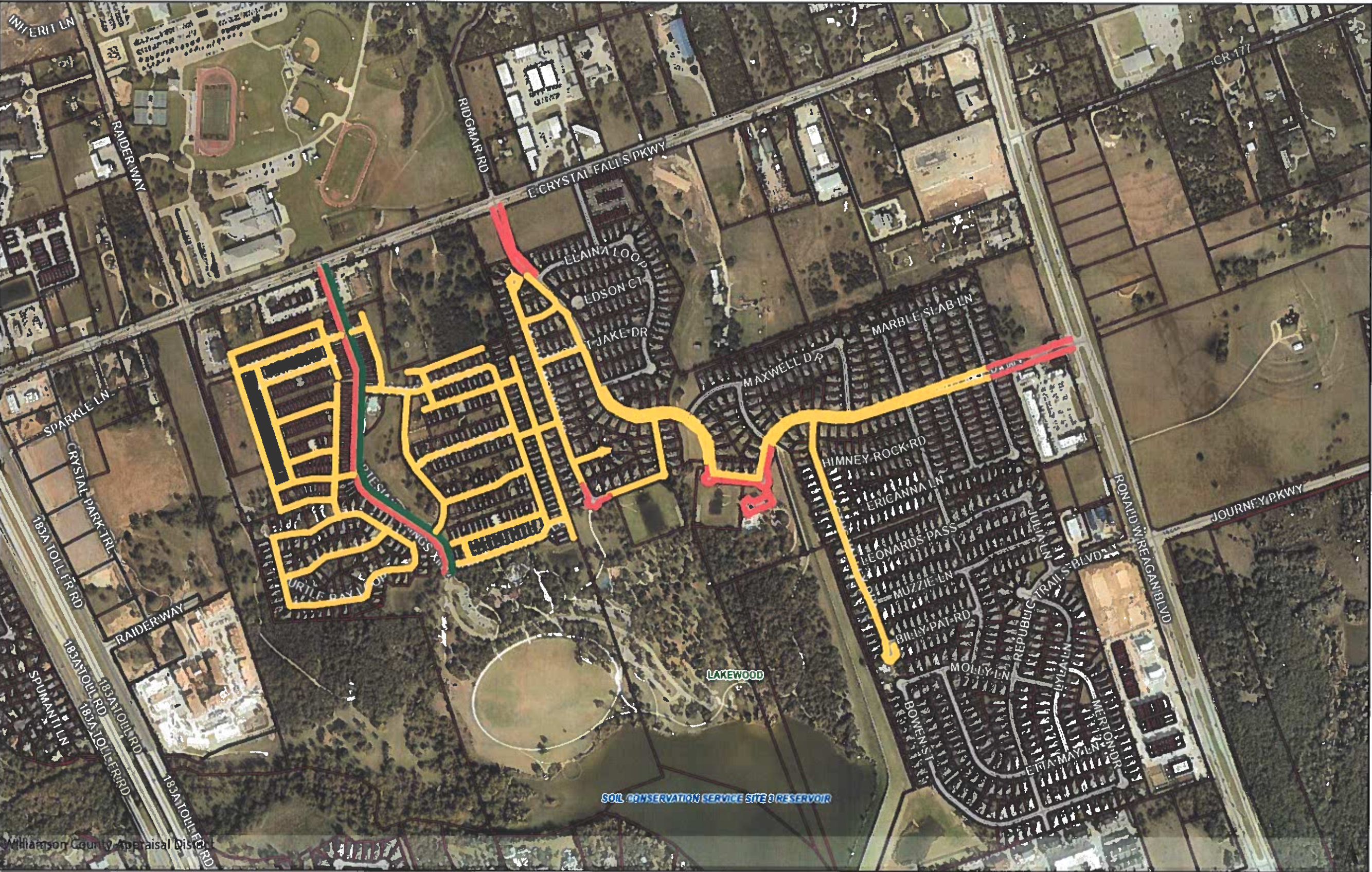
	Lakewood Park	Akin/Stiles	Prime Warehouse
Passengers	1300	1780	1000
Total trip time	-	30	30
Number of trip/Hr	-	2	2
Passenger/vehicle	-	50	50
Number of vehicle	-	6	3.5
Total Time	1	2.97	2.86

7. Street closure and No event parking









Legend

Streets

Streets

WCAD Parcels

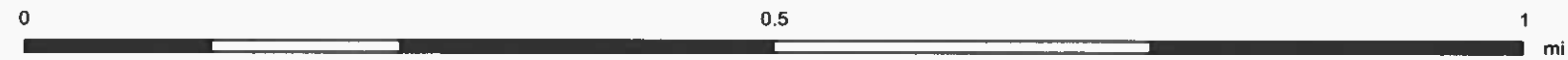
WCAD Parcels

aerial2024

Red: band_1

Green: band_2

Blue: band3

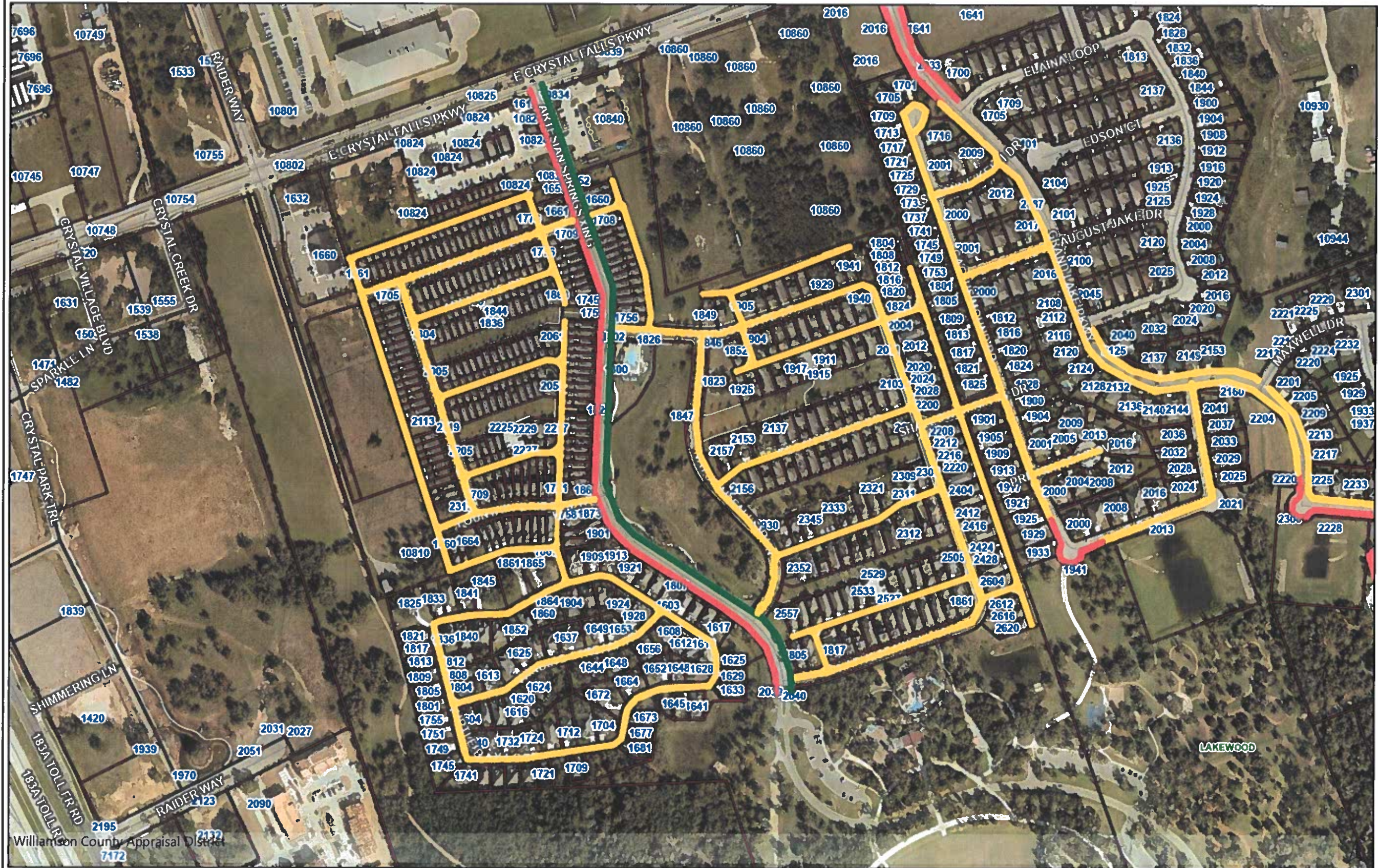


1:9028

This map and data are for general planning purposes only. The base map conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or its use. All warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

9/20/2024 11:17:21 AM THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Legend

- Address
- Address
- Streets
- Streets
- WCAD Parcels
- WCAD Parcels
- aerial2024
- Red: band_1
- Green: band_2
- Blue: band3

Notes

0 1000 2000 ft

1:4514

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9/20/2024 11:24:52 AM THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

Address
Address

Streets
Streets

WCAD Parcels
WCAD Parcels

aerial2024
Red: band_1
Green: band_2
Blue: band3

Notes

LDF 2024

Traffic Ops

Prepared by Vedant Garg : 09/05/2024

Event timeline

- Lane closures for event begin at 1:30pm and are in place by 2pm.
- Gates open at 2:00pm
- Clearance and Termination of lane closures to begin at around 11pm, or sooner if no longer necessary or may start later if still necessary (this will begin on direction given from Command):
 - All traffic control devices moved to the side of the road for easy pick up.
 - Traffic signals placed back into normal operation).

Required Tasks in Advance of Event

- Advertise the road closures and preferred routes to the event with maps to the public to limit confusion and set up queuing properly for ease of flow and reduction in staffing burdens clearing these other areas. This should begin weeks in advance leading all the way up to the event.
- Advise and advertise UBER/LYFT drop-off and pick up location. Contact UBER/LYFT and other ride share platforms so they can have the location and share with their drivers and potential riders.
- Stage all necessary equipment on the day of (or sooner) to reduce burden on staffing during the event.

Event Parking

Event Parking

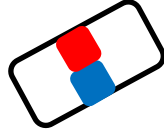
- All Parking for attendees of LDF 2024 will be at Stiles, Akin schools, Prime warehouse, Pleasant hill elementary & Lakewood park
- No other implemented parking restrictions except in community.

Legend of Colors and Symbols

Legend of symbols

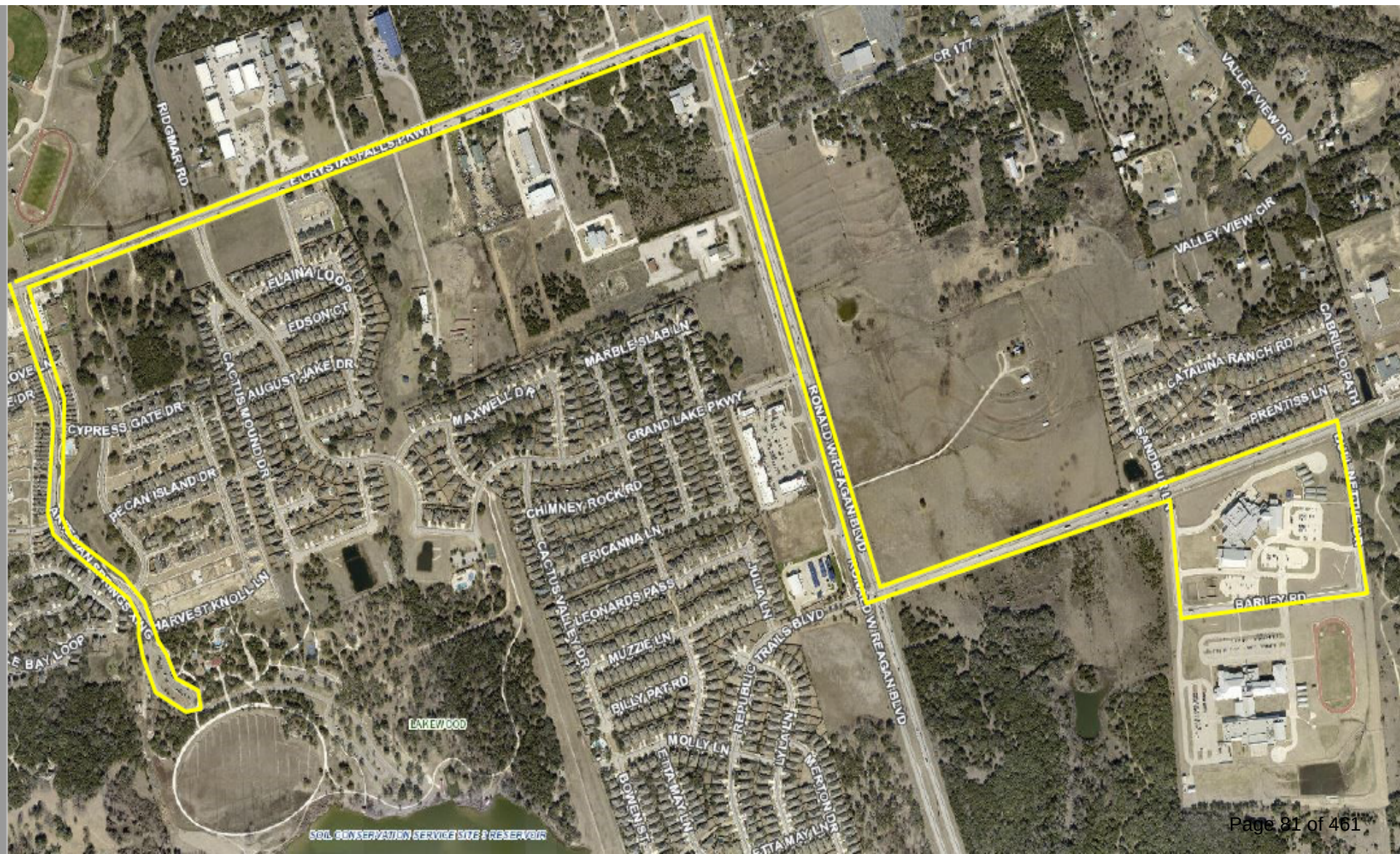
- Suggested Police Officer Position: 
- Suggested staff member position: 
- “No Parking”: 
- Bus Routes: 
- Suggested message board (or equivalent signage) locations: 

Legend of symbols (continued)

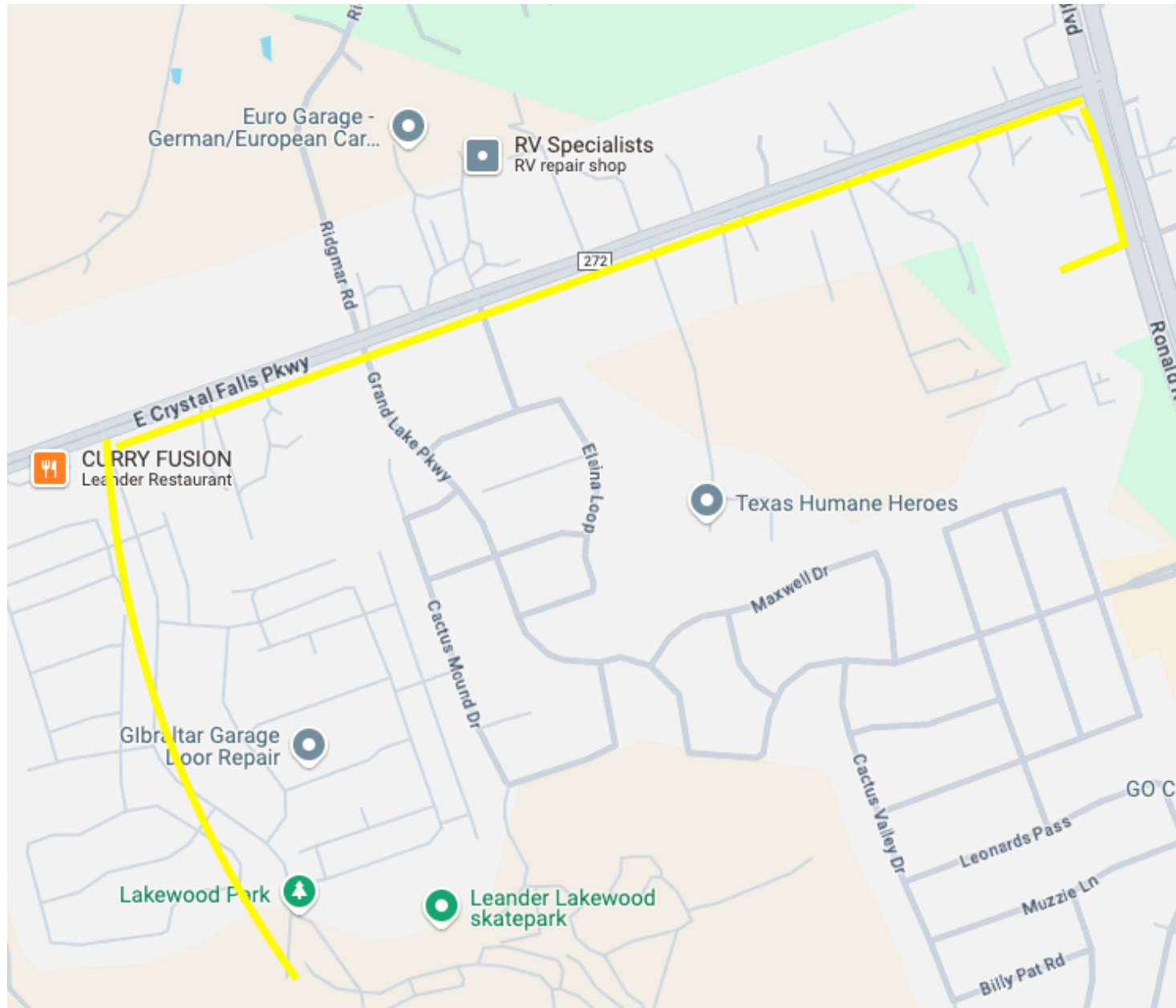
- Police vehicles: A tilted rectangle with a red square in the upper left and a blue square in the lower right.
- Scene lighting: A five-pointed orange star with a yellow outline.
- Delineator, cone, barrel or other traffic control device: A solid yellow circle.

Bus Routes

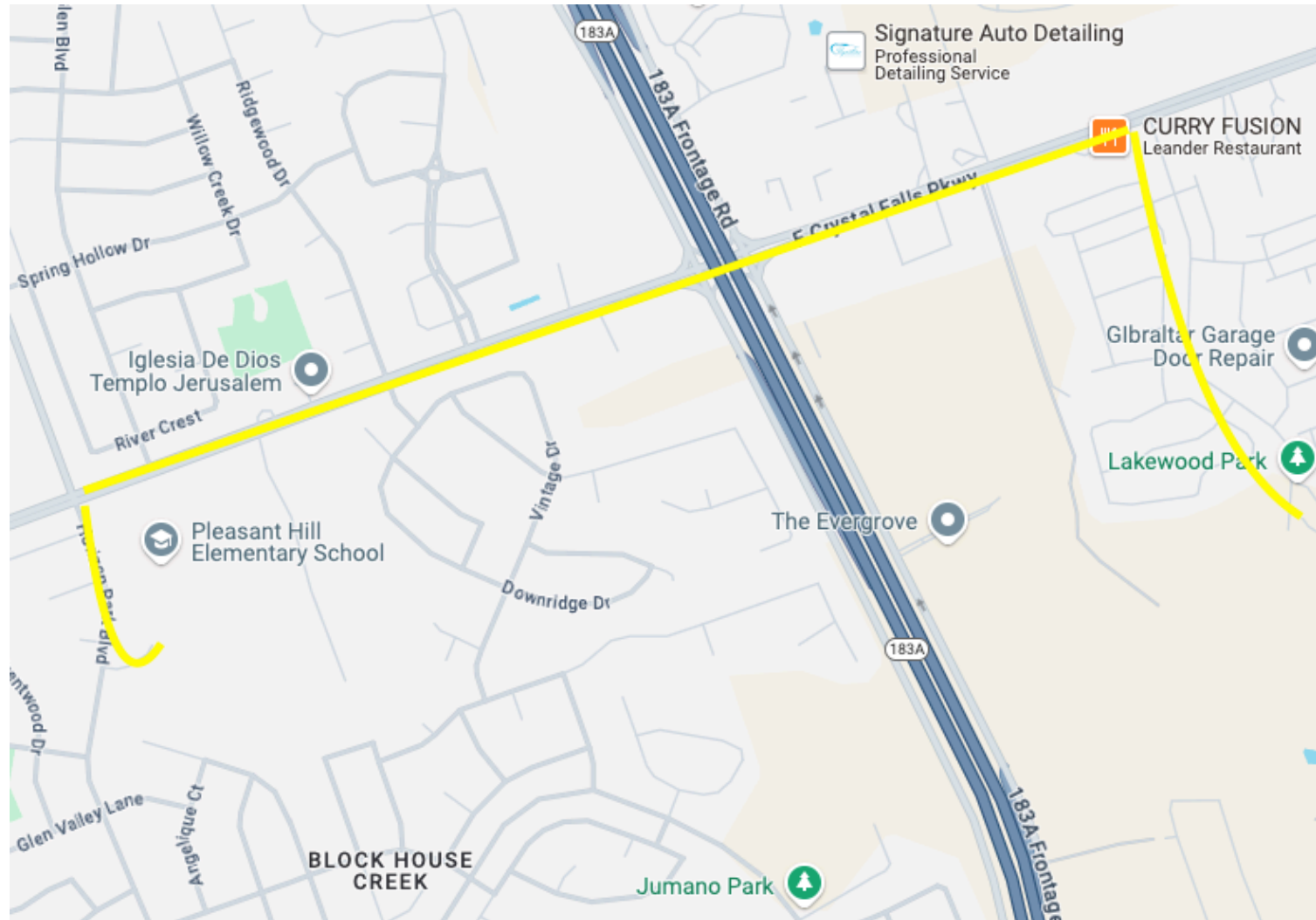
Stiles/Akin Bus Routes



Prime Warehouse



Pleasant Hill Elementary

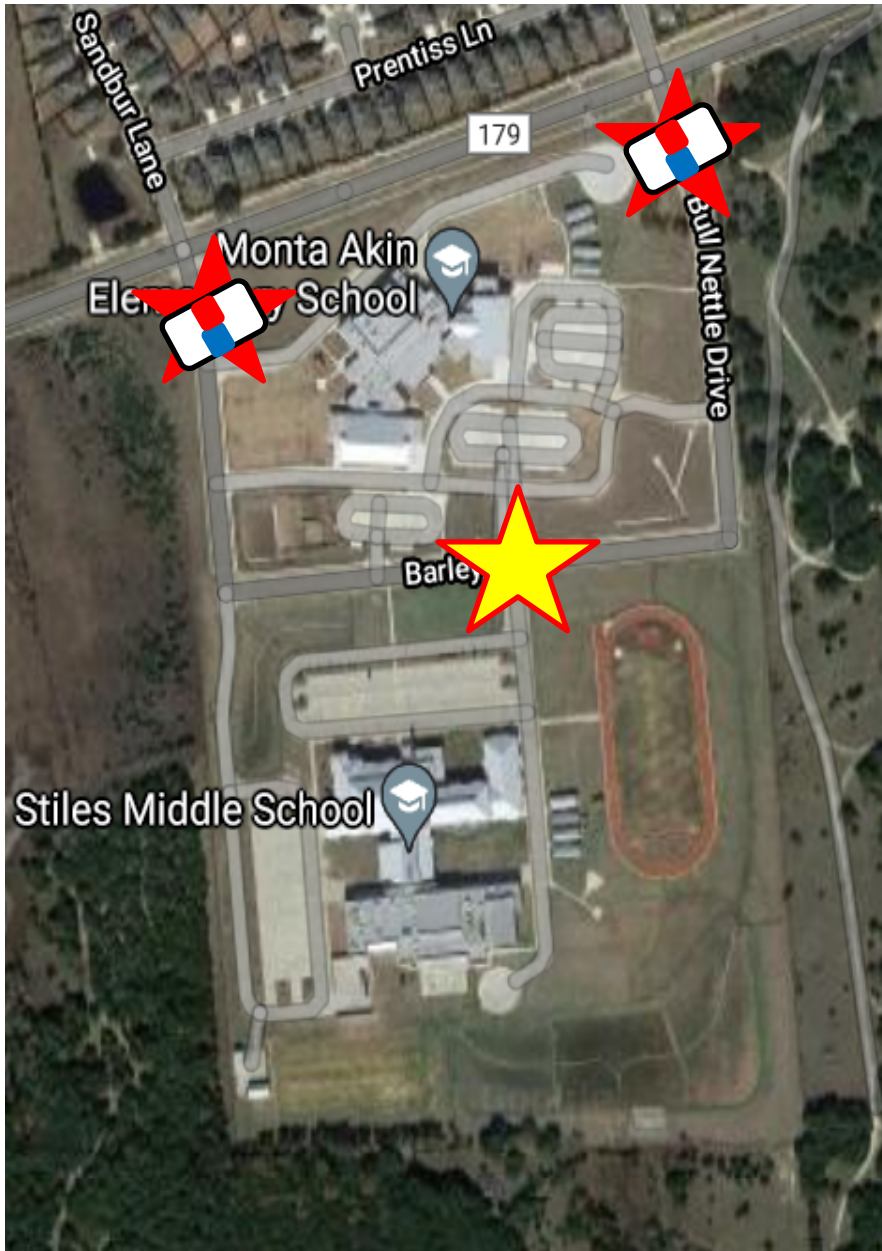


Bussing Chart each hr

	Lakewood Park	Akin/Stiles	Prime Warehouse
Passengers	1300	1780	1000
Total trip time	-	30	30
Number of trip/Hr	-	2	2
Passenger/vehicle	-	50	50
Number of vehicle	-	6	3.5
Total Time	1	2.97	2.86

Road Closures and Traffic Control Positions

Stiles/Akin



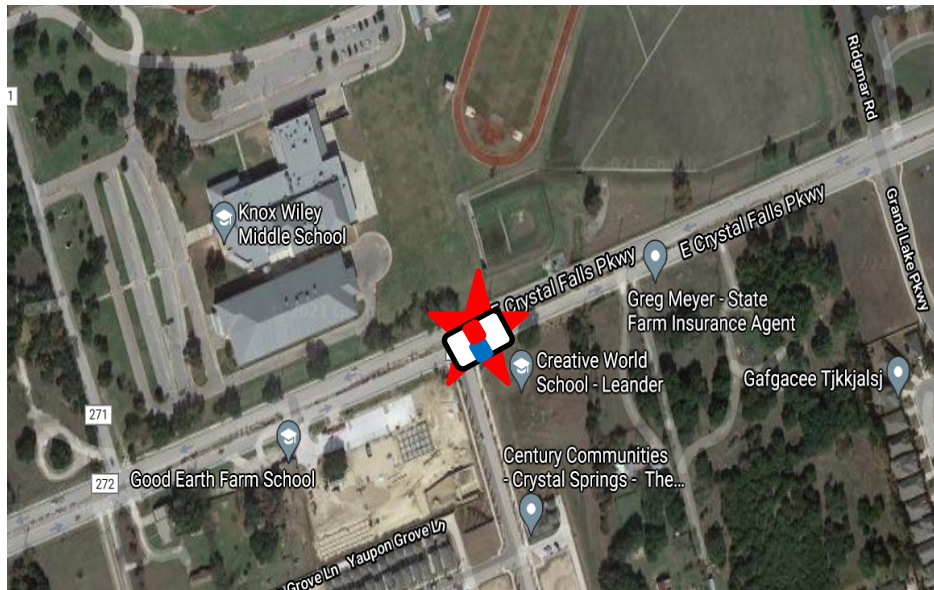
- Sandbur, Barley and Bull Nettle will be one way for this event.
- Sandbur will be enter only, travel around on Barley Road eastbound and Bull Nettle will be exit only.
- Buses will stage facing eastbound in the westbound lanes of Barley.
- Parking lots will be filled by spectators and they will walk to Barley to load bus.
- Officer in a patrol unit will be on Sandbur south of Journey Parkway to monitor traffic and keep traffic from attempting to exit in this direction.
- Staff member will be on Barley to ensure pedestrians crossing Barley are safe.
- Officer in patrol unit will be on Bull Nettle just south of Journey Parkway to assist buses exiting onto Journey Parkway and prevent vehicles from entering Bull Nettle (it is exit only).

Equipment needed:

- 2 Lighted patrol units. 1 at Sandbur and 1 also at Bull Nettle.

Crystal Falls Parkway

- Officer to direct traffic coming from Lakewood park on artesian to turn right on crystal falls
- If the parking inside park/artesian is full - direct event traffic to offsite parking



***“Street closure and
no event parking”***

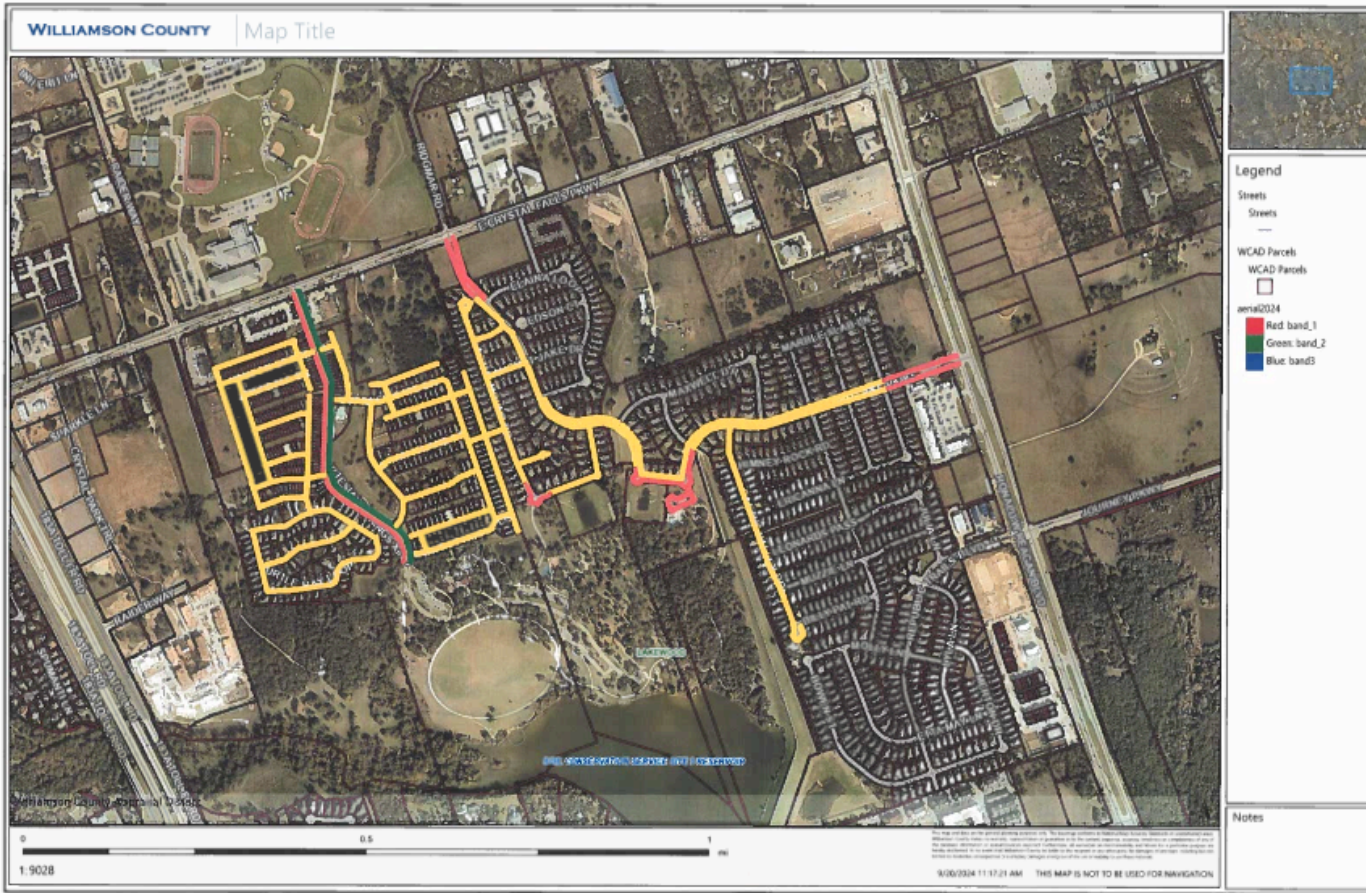
“No Parking”

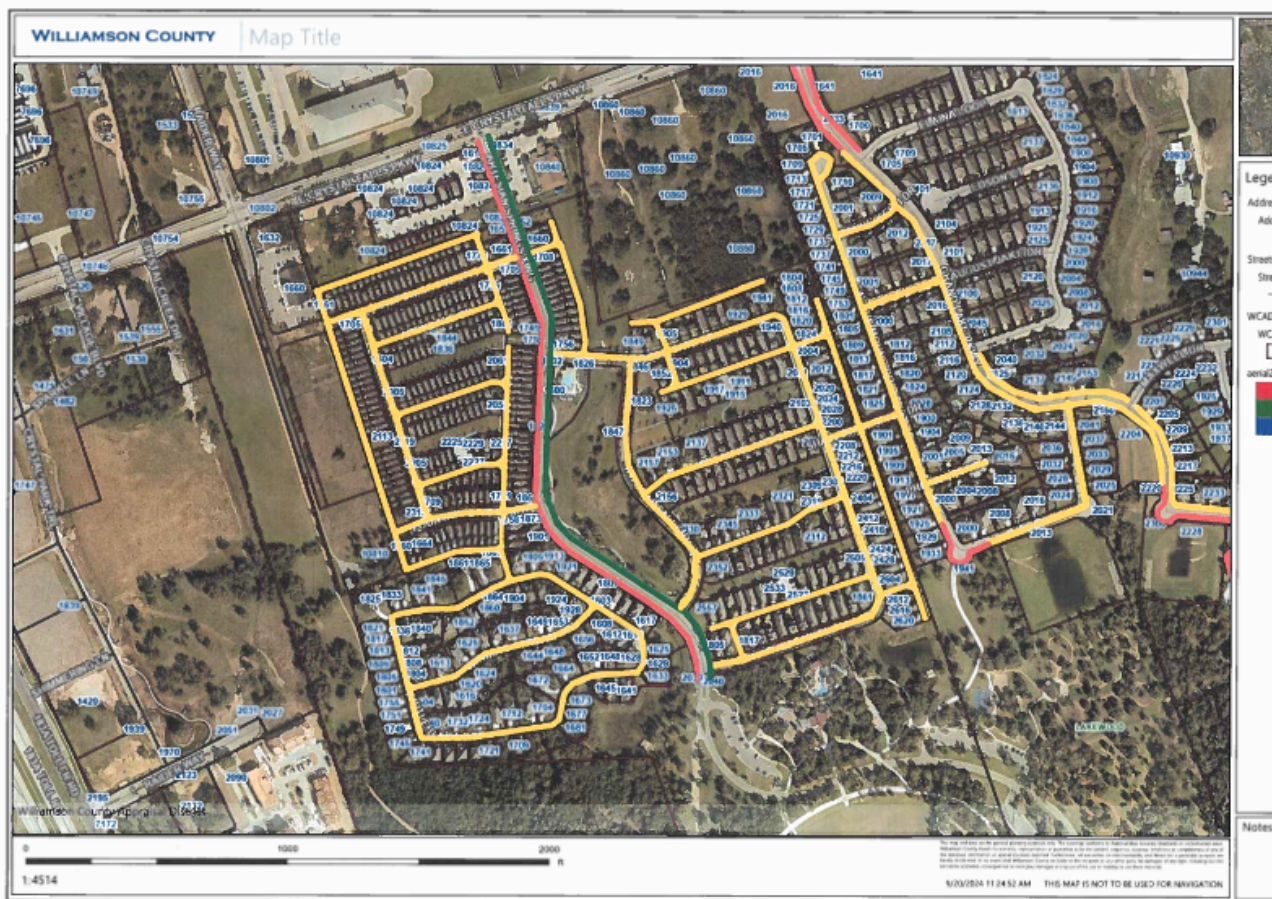
- Cul de sac of Cactus Mound Drive will have a **“no parking”** restriction.
- Community roads outside parks will have **“no event parking”** restriction.
- Hoa are provided with information
- Resident will place their address in the windshield

Cactus Mound Drive “No Parking”

- Equipment needed:
 - Signage









CLEARANCE AND TERMINATION

Clearance and Termination

Clearance and termination of lane closures and traffic operations. In this phase we will restore the roadway back to its normal flow and normal operation.

Units at their assigned location will:

- Clear any traffic barricades, barriers, cones

- Place all barricades, cones, etc on the side of the roadway and public works will pick them up after the event.

Clearance and Termination will be done on order by Supervisor when needed. Do not start clearing traffic control devices or leave your position until instructed to do so by Command.

EMERGENCY AND EVACUATION ROUTES

Emergency/Evacuation Routes

No emergency or evacuation routes will be established in the traffic ops plan due to all attendees either parking and riding a bus, coming via ride-share type transportation or they are walking to the event.

Point of Contacts

SPOC

- LDF Team : **Vedant** 9787618487 , Ganga 4089313567, Dinkar 7035895730
- Parks Team : Greg Olmer
- LPD : On scene supervisor
- LFD :
- EMS : GMAT

Staffing summmarized

POLICE OFFICER STAFFING SUMMARY:

2 - 11pm	Aikens + Stiles	Crystal Falls / Artesian	Floater (Near park entrance + cactus dr)
Traffic Cop with Car/ATV	2	1	1

2-10pm	Lakewood Park
General Security	5 + 1(Sp)
Bus station	1

EMS GMAT OFFICERS SUMMARY:

2 - 10pm	Park
Tent near entrance of Great lawn	4



FACILITIES RENTAL
1900 COUGAR COUNTRY DR.
CEDAR PARK, TEXAS 78613
PHONE: 512-570-0604
FAX: 512-570-0445

FACILITY USE CONTRACT

Leander Independent School District ("the District" or "Leander ISD") hereby contracts with the undersigned, **Brahm Foundation** ("Group") for the rental of the following facilities agrees to the terms and conditions here in.

AGREEMENT TERM: commences on October 19, 2024 – one time event. Leander ISD may terminate this Agreement, with or without cause, upon written notification.

CONTRACT PRICE: Leander ISD shall provide facilities and identified support for an estimated fee. Payment is subject to the terms set forth in the LISD Facility Usage Guidelines.

Estimated cost: No Charge

Facility: Pleasant Hill ES parking lot

Purpose: overflow parking only

Event Date(s): 10/19/2024

Times: 2p-10p

Group agrees to observe any current District safety guidelines to help mitigate the spread of COVID-19 and any variants.

50% of the total contract price is due with the signed contract prior to your first event.

A ten percent (10%) late fee may be added to the total rental cost for payments received more than 30 days after the invoice date. Failure to pay rental fees prior to sixty (60) days following the invoice date may result in a loss of rental privileges in the future.

Date 09/11/2024

Name of Authorized Representative (PLEASE PRINT) VEDANT GARG

Name of Organization BRAHM FOUNDATION

Signature of Authorized Representative Viang

Title of Authorized Representative Volunteer

Phone 978 761 0487 Email [REDACTED]



Rental Terms and Conditions

The contract incorporates the terms and conditions of this agreement and any amendments. Amendments or modifications to this agreement shall be in writing and signed by both parties. The Facility Usage Guidelines can be found on the Leander ISD web site. <https://www.leanderisd.org/facilityrentals/>

I have read and understand the Leander ISD Facility Usage Guidelines found on the Leander ISD web site, <https://www.leanderisd.org/facilityrentals/>, and will adhere to the guidelines set forth. I am authorized to enter into this agreement on behalf of the Organization. I also understand that it is my responsibility to make all the members and participants in the Organization aware of the same said guidelines. I understand to keep Leander ISD apprised of any changes within my Organization that would affect this agreement.

Wang (Signature)

No Waiver of Immunities

Nothing in this agreement waives or alters any immunities provided LISD, its employees, agents or officers, under Texas or federal law.

Indemnity provision

Applicant hereby agrees to and shall indemnify, defend and hold harmless LISD, as permitted by law, its agents, trustees, officers and employees from and against any and all suits, actions, losses, damages, liability and claims of any character, type, or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the use of LISD's facilities by applicant, its agents, officers, employees or invitees.

Wang (Signature)

The use of any powder(s) will result in an automatic \$1000 fee to be assessed for clean-up.

Food and/or drinks are not allowed in the MPR/carpeted areas at any time.

There will be a minimum charge of \$150 per incident for additional carpet cleaning.

Wang (Signature)

Criminal Background Checks

Group agree to prohibit employees, agents or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs, or training to public school age children with use of District property.

Wang (Signature)

Transfer of Contract

Group acknowledges it does not have permission to assign, sublet or transfer any part of the Facilities Use Contract to a third party. If it is determined that an assignment, sublet or transfer has occurred, Group will be billed for the event at the for-profit rate as posted on the District's website and could result in the loss of rental privileges in the future if not paid in full.

Wang (Signature)

LISD Schedule of Minimum Insurance Requirements

All groups requesting the use of a district facility must furnish proof insurance for the event(s).

Proof of insurance must consist of:

- Certificate of Insurance provided by your insurance provider licensed in Texas
- Leander ISD must be named as Additional Insured and Certificate Holder, as listed below:

**Leander Independent School District
1900 Cougar Country Drive
Cedar Park, TX 78613**

- Effective dates must cover the date of the event(s)

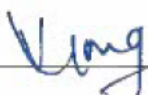
Minimum Insurance limits:

- Minimum of \$1,000,000 for general liability, each occurrence.
- Minimum of \$500,000 for automobile liability, each occurrence. Required if organization will be using vehicles to transport anything onto our school property.
- Minimum of \$100,000 for worker's compensation, each occurrence. Required if organization hires any staff or contracts out any service that will be performing any manual labor on our school property.
- Minimum of \$25,000 for medical expense (any one person). Required if event includes physical activity, such as but not limited to baseball, football, basketball, camps, etc.

Notice of cancellation of policy:

- 30-day notice of cancellation
- 60-day notice of non-renewal
- 30-day notice of material changes

Cancellation of insurance voids the rental contract until proof of insurance can be provided to the District.

 (Signature)

Notice

All notices required under this agreement shall be made in writing to the address, fax, or email address listed on page 1 of this Agreement.



FACILITY USE GUIDELINES RE-CAP

**For the entire Facility Usage Guidelines please see our webpage
<https://www.leanderisd.org/facilityrentals/>**

- Due to safety and health concerns, no pets are allowed at events, including dogs (except for service animals).
- Managers, (technical, building, field), may be required to ensure security and management of Leander ISD facilities, when applicable.
- All trash must be picked up by the organization.
- The user shall leave the school premises promptly when its contracted time has expired.
- The user shall *not* drive staples, nails, tacks or screws into the floors, walls, ceilings, furniture, or any other school property.
- The user shall *not* paint, wallpaper, tape, mark or deface any school property.
- The user shall *not* wire or connect electrical equipment such as stage lighting equipment or adjust the heat or air conditioning controls.
- All users are to follow the instructions of the site manager when utilizing the school facility.
- Rental fees will not be decreased after the fact if the facility is not used for the entire contracted time.
- Rental fee will be assessed from the time the facility is opened until it is closed or vacated, or the minimum charge, whichever is greater.
- The use of decorations of any type must have prior approval.
- Food and/or drinks are **not** allowed in any gymnasiums or performing arts centers/auditoriums.
- Organizations will be required to provide adult supervision during all events.
- Smoking, tobacco use, including vaping, alcohol, and related signage, is not allowed on school property.
- Open flames are not allowed on any school property unless approved for food warming.
- Firearms or explosives will not be allowed on school property.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes or other unauthorized areas such as sidewalks, parking islands or playfields.
- The user, its guests and invitees shall wear appropriate athletic shoes when using gymnasiums for any purposes.
- Organizations using school facilities are responsible to enforce all restrictions.
- All groups and organizations using any of the LISD playfields, playgrounds or other outdoor facilities are expected to adhere to the LISD Integrated Pest Management Program. For any pest control issues contact the plant services office (512-570-0638).
- All turf guidelines must be followed for the use of LISD turf fields.
- Applicant shall obtain prior written approval from the Facility Rental Office before using or contracting to use inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, wild animals, reptiles, and the like on district property.
- No equipment or supplies of the renter will be stored on school property.
- District equipment, such as, public address systems, microphones, speakers, audio/video equipment, risers, projectors, and athletic equipment may not be available for outside use.
- User shall not prop open any exterior doors for any reason



FACILITIES RENTAL
1900 COUGAR COUNTRY DR.
CEDAR PARK, TEXAS 78613
PHONE: 512-570-0604
FAX: 512-570-0445

FACILITY USE CONTRACT

Leander Independent School District ("the District" or "Leander ISD") hereby contracts with the undersigned, **Brahm Foundation** ("Group") for the rental of the following facilities agrees to the terms and conditions here in.

AGREEMENT TERM: commences on October 19, 2024 – one time event. Leander ISD may terminate this Agreement, with or without cause, upon written notification.

CONTRACT PRICE: Leander ISD shall provide facilities and identified support for an estimated fee. Payment is subject to the terms set forth in the LISD Facility Usage Guidelines.

Estimated cost: No Charge

Facility: Akin & Stiles parking lot

Purpose: overflow parking only

Event Date(s): 10/19/2024

Times: 2p-10p

Group agrees to observe any current District safety guidelines to help mitigate the spread of COVID-19 and any variants.

50% of the total contract price is due with the signed contract prior to your first event.

A ten percent (10%) late fee may be added to the total rental cost for payments received more than 30 days after the invoice date. Failure to pay rental fees prior to sixty (60) days following the invoice date may result in a loss of rental privileges in the future.

Date 09/11/2024

Name of Authorized Representative (PLEASE PRINT) VEDANT GARG

Name of Organization Brahm Foundation

Signature of Authorized Representative V. Garg

Title of Authorized Representative Volunteer

Phone 978 761 8487 Email [REDACTED]



Rental Terms and Conditions

The contract incorporates the terms and conditions of this agreement and any amendments. Amendments or modifications to this agreement shall be in writing and signed by both parties. The Facility Usage Guidelines can be found on the Leander ISD web site. <https://www.leanderisd.org/facilityrentals/>

I have read and understand the Leander ISD Facility Usage Guidelines found on the Leander ISD web site, <https://www.leanderisd.org/facilityrentals/>, and will adhere to the guidelines set forth. I am authorized to enter into this agreement on behalf of the Organization. I also understand that it is my responsibility to make all the members and participants in the Organization aware of the same said guidelines. I understand to keep Leander ISD apprised of any changes within my Organization that would affect this agreement.

Wang (Signature)

No Waiver of Immunities

Nothing in this agreement waives or alters any immunities provided LISD, its employees, agents or officers, under Texas or federal law.

Indemnity provision

Applicant hereby agrees to and shall indemnify, defend and hold harmless LISD, as permitted by law, its agents, trustees, officers and employees from and against any and all suits, actions, losses, damages, liability and claims of any character, type, or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the use of LISD's facilities by applicant, its agents, officers, employees or invitees.

Wang (Signature)

The use of any powder(s) will result in an automatic \$1000 fee to be assessed for clean-up.

Food and/or drinks are not allowed in the MPR/carpeted areas at any time.

There will be a minimum charge of \$150 per incident for additional carpet cleaning.

Wang (Signature)

Criminal Background Checks

Group agree to prohibit employees, agents or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs, or training to public school age children with use of District property.

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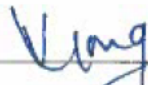
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 (Signature)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No):																					
INSURED Brahm Foundation c/o Vedant Garg 1620 Stinnett Dr Leander TX 78641		<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Evanston Insurance Company	35378	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	Y	N	3DS5475-M3551060	10/18/2024 12:01 AM	10/21/2024 12:01 AM
	EACH OCCURRENCE \$ 1,000,000					
	DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A			
						PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 5000, Event Type: Festival & Cultural Event - Indoor and/or Outdoor.

CERTIFICATE HOLDER**CANCELLATION**

City of Leander 105 N Brushy St Leander TX 78641	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Leander
105 N Brushy St
Leander, TX 78641

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2024

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PRODUCER		CONTACT NAME: Will Maddux	
East Main Street Insurance Services, Inc.		PHONE (A/C, No, Ext): (530) 477-6521	FAX (A/C, No):
Will Maddux		E-MAIL ADDRESS: info@theeventhelper.com	
PO Box 1298		INSURER(S) AFFORDING COVERAGE	
Grass Valley CA 95945		INSURER A: Evanston Insurance Company	
		NAIC # 35378	
INSURED		INSURER B:	
Brahm Foundation		INSURER C:	
c/o Vedant Garg		INSURER D:	
1620 Stinnett Dr		INSURER E:	
Leander TX 78641		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY	Y	N	3DS5475-M3551060	10/18/2024 12:01 AM	10/21/2024 12:01 AM	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (other than fire)	\$ 1,000,000
	☒ Host Liquor Liability						MED EXP (Any one person)	\$ 5,000
	☐ Retail Liquor Liability						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
☒ POLICY ☐ PROJECT ☐ LOC	OTHER:	PRODUCTS - COMP/OP AGG	\$ 2,000,000					
							Deductible	\$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	☐ OCCUR ☐ CLAIMS-MADE							\$
	☐ DED ☐ RETENTIONS							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 5000, Event Type: Festival & Cultural Event - Indoor and/or Outdoor.

CERTIFICATE HOLDER**CANCELLATION**

Lakewood Park 2040 Artesian Spgs Xing Leander TX 78641	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EVANSTON INSURANCE COMPANY

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Lakewood Park
2040 Artesian Spgs Xing
Leander, TX 78641

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
						UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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1. In the performance of your ongoing operations; or
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However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No):
INSURED Brahm Foundation c/o Vedant Garg 1620 Stinnett Dr Leander TX 78641	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	N	3DS5475-M3551060	10/18/2024 12:01 AM	10/21/2024 12:01 AM	
	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTIONS						
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				
							EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 5000, Event Type: Festival & Cultural Event - Indoor and/or Outdoor.

CERTIFICATE HOLDER**CANCELLATION**

Prime Office Warehouses Leander LLC 15901 Ronald Reagan Blvd Leander TX 78641	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Will Maddux</i>
---	---

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Prime Office Warehouses Leander LLC
15901 Ronald Reagan Blvd
Leander, TX 78641

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of Funding Agreement by and between the City of Leander and Opportunities for Williamson & Burnet Counties, Inc. (OWBC) for Fiscal Year 2025 in the amount of \$10,000.00.

BACKGROUND:

Section 13.05 of the City's Home Rule Charter states that a written contract for services shall be executed prior to any nonprofit, community service organization receiving City funds. Such contracts shall establish the terms, conditions and services to be provided, and shall require an annual audit of the nonprofit organization. The City began supporting the OWBC Meals-on-Wheels and congregate meals program (Senior Center) in Leander in FY 2009 and has contributed \$10,000.00 annually to the OWBC since FY 2018. More information about OWBC can be found at <https://www.owbc-tx.org/meals-on-wheels/>.

According to the OWBC, the following statistics apply to service to Leander seniors:

- 105 Unduplicated Home-Delivered Leander Clients YTD,
- 5 Unduplicated Congregate Clients YTD,
- Meals-on-Wheels program delivers 5 days a week, 52 weeks/year, and
- There are a total of 231 unduplicated clients from Leander, Cedar Park, and Liberty Hill served via the Leander kitchen.

For both home-delivered meals and congregate meals, a person must be over sixty (60) years old to qualify. For home-delivered meals, the client must be home bound by reason of illness, incapacitating disability, or frailty. Other criteria include those who are unable to prepare meals due to limited mobility, psychological or mental impairment, unable to safely prepare nourishing and well-balanced meals, and are without resources such as family, friends, or other community services to provide them with meals. There are no financial qualifications for either program; however, home-delivered meals programs are focused on low-income participants.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$10,000.00
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	One-time
	General Fund (01-53-5790)

Attachments:

1. 2023 Audited FS Final OWBC
2. OWBC_Leander Agreement_FY25

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

Financial Statements
Independent Auditor's Reports
Single Audit Reports
Supplementary Information

November 30, 2023

WEST, DAVIS & COMPANY, LLP
Certified Public Accountants
Austin, Texas

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
AUDITED FINANCIAL STATEMENTS AND SINGLE AUDIT REPORTS
NOVEMBER 30, 2023

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WEST, DAVIS & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
11824 JOLLYVILLE ROAD, SUITE 100
AUSTIN, TEXAS 78759
TELEPHONE 503-828-6650

GARY W. DAVIS, C.P.A.
ROBERT H. WEST, C.P.A.
ROBERT H. WEST, JR., C.P.A.

gary@westdavis.com
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rob@westdavis.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson-Burnet County Opportunities, Inc.
Georgetown, Texas

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Williamson-Burnet County Opportunities, Inc. ("WBCO") (a nonprofit organization), which comprise the statement of financial position as of November 30, 2023, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Williamson-Burnet County Opportunities, Inc. as of November 30, 2023, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audits of the Financial Statements section of our report. We are required to be independent of WBCO and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about WBCO's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility for the Audits of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that the audits conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing the audits in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of WBCO's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about WBCO's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control related matters that we identified during the audits.

Report on Summarized Comparative Information

We have previously audited Williamson-Burnet County Opportunities, Inc.'s 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated April 24, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended November 30, 2022 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements taken as a whole. The supplementary schedules on pages 31 to 33 are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations (CFR) Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is presented for purposes of additional analysis, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 22, 2024, on our consideration of Williamson-Burnet County Opportunities, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Williamson-Burnet County Opportunities, Inc.'s internal control over financial reporting and compliance.

West, Davis & Company, LLP

Certified Public Accountants

Austin, Texas

April 22, 2024

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.**STATEMENT OF FINANCIAL POSITION****NOVEMBER 30, 2023**

(WITH COMPARATIVE TOTALS FOR 2022)

Assets			
		<u>2023</u>	<u>2022</u>
Current assets:			
Cash and cash equivalents	\$	2,063,782	\$ 2,954,864
Investments		1,846,176	1,760,639
Accounts receivable		759,361	1,372,390
Prepaid expenses and deposits		<u>168,904</u>	<u>63,416</u>
Total current assets		<u>4,838,223</u>	<u>6,151,309</u>
Property and equipment, at cost:			
Land, buildings, and equipment		12,157,337	11,575,909
Less accumulated depreciation		<u>(5,129,995)</u>	<u>(4,631,466)</u>
Property and equipment, net		<u>7,027,342</u>	<u>6,944,443</u>
Other assets:			
Right-of-use asset		<u>441,675</u>	<u>-</u>
Total assets	\$	<u>\$ 12,307,240</u>	<u>\$ 13,095,752</u>
Liabilities and Net Assets			
		<u>2023</u>	<u>2022</u>
Current liabilities:			
Accounts payable	\$	406,068	\$ 451,672
Accrued expenses		346,042	624,521
Deferred revenues		199,604	901,334
Current portion of lease liability		42,000	-
Current portion of long-term debt		<u>74,425</u>	<u>112,862</u>
Total current liabilities		1,068,139	2,090,389
Long-term liabilities:			
Lease liability, net of current portion		400,500	-
Long-term debt, net of current portion		<u>1,761,877</u>	<u>1,832,075</u>
Total long-term liabilities		<u>2,162,377</u>	<u>1,832,075</u>
Total liabilities		<u>3,230,516</u>	<u>3,922,464</u>
Net Assets			
Without donor restrictions		5,410,244	5,587,398
With donor restrictions		<u>3,666,480</u>	<u>3,585,890</u>
Total net assets		<u>9,076,724</u>	<u>9,173,288</u>
Total liabilities and net assets	\$	<u>\$ 12,307,240</u>	<u>\$ 13,095,752</u>

The accompanying notes are an integral part of the financial statements.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

STATEMENT OF ACTIVITIES
YEAR ENDED NOVEMBER 30, 2023

(WITH COMPARATIVE TOTALS FOR 2022)

	Without Donor Restrictions	With Donor Restrictions	Total	2022
Revenues and other support:				
Grants and contracts	\$ 14,898,704	\$ 200,187	\$ 15,098,891	\$ 14,240,689
Rent and rental assistance	-	-	-	-
Contributions	580,944	-	580,944	1,037,381
Program fees	12,479	-	12,479	28,573
Other revenue	-	-	-	11,144
In-kind contributions	2,137,471	-	2,137,471	2,420,943
Investment income	146,594	-	146,594	(134,895)
Gain/(loss) on sale of property	-	-	-	(90,896)
Net assets released from restrictions	119,597	(119,597)	-	-
Total revenues and other support	17,895,789	80,590	17,976,379	17,512,939
Expenses:				
Program services:				
Head Start	11,038,364	-	11,038,364	9,669,316
Meal distribution	2,730,254	-	2,730,254	2,271,420
Housing	-	-	-	14,406
Social services	1,860,954	-	1,860,954	2,365,775
Total program services	15,629,572	-	15,629,572	14,320,917
Supporting services:				
General and administrative	2,356,789	-	2,356,789	2,019,847
Fundraising	86,582	-	86,582	63,746
Total supporting services	2,443,371	-	2,443,371	2,083,593
Total expenses	18,072,943	-	18,072,943	16,404,510
Increase (decrease) in net assets	(177,154)	80,590	(96,564)	1,108,429
Net assets at beginning of year	5,587,398	3,585,890	9,173,288	8,064,859
Net assets at end of year	\$ 5,410,244	\$ 3,666,480	\$ 9,076,724	\$ 9,173,288

The accompanying notes are an integral part of the financial statements.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.**STATEMENT OF CASH FLOWS
YEAR ENDED NOVEMBER 30, 2023**

(WITH COMPARATIVE TOTALS FOR 2022)

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:		
Net change in total assets	\$ (96,564)	\$ 1,108,429
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	498,529	419,578
In-kind property donations	-	(247,771)
(Gain)/loss on investments	(85,537)	134,895
(Gain)/loss on disposition of property and equipment	-	90,896
(Increase) decrease in operating assets		
Accounts receivable	613,029	111,872
Prepaid expenses and deposits	(105,488)	(25,215)
Right-of-use asset	(441,675)	-
Increase (decrease) in operating liabilities		
Accounts payable	(45,604)	(201,559)
Accrued expenses	(278,479)	27,775
Deferred revenues	(701,730)	872,775
Lease liability	442,500	-
Net cash provided (used) by operating activities	<u>(201,019)</u>	<u>2,291,675</u>
Cash flows from investing activities:		
Purchase of investments held for long term use	-	(9,691)
Purchase of property and equipment	<u>(581,428)</u>	<u>(1,542,609)</u>
Net cash provided by investing activities	<u>(581,428)</u>	<u>(1,552,300)</u>
Cash flows from financing activities:		
Proceeds from issuance of notes payable	-	600,000
Principal payments on notes payable	<u>(108,635)</u>	<u>(213,819)</u>
Net cash provided by financing activities	<u>(108,635)</u>	<u>386,181</u>
Net increase (decrease) in cash	(891,082)	1,125,556
Cash at beginning of year	<u>2,954,864</u>	<u>1,829,308</u>
Cash at end of year	<u><u>\$ 2,063,782</u></u>	<u><u>\$ 2,954,864</u></u>
Supplementary Disclosure of Cash Flow Information:		
Cash paid during the year for interest	<u><u>\$ 111,019</u></u>	<u><u>\$ 116,875</u></u>

The accompanying notes are an integral part of the financial statements.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED NOVEMBER 30, 2023
(WITH COMPARATIVE TOTALS FOR 2022)

	Program Services				General and Administrative	Fundraising	2023 Total	2022
	Head Start	Meal Distribution	Social Services	Total				
Personnel & fringe benefits	\$ 7,006,302	\$ 894,632	\$ 291,352	\$ 8,192,286	\$ 1,190,634	\$ 39,031	\$ 9,421,951	\$ 8,113,555
Program expenses	700,473	697,879	1,458,623	2,856,975	1,224	-	2,858,199	3,156,413
Professional expenses	55,932	7,806	50,541	114,279	272,627	811	387,717	335,372
Interest expense	87,458	23,561	-	111,019	-	-	111,019	99,240
Supplies	937,514	166,741	385	1,104,640	43,529	1,291	1,149,460	566,020
Insurance	-	-	-	-	160,344	1,154	161,498	139,409
Automobile and travel expenses	16,389	30,552	4,752	51,693	419	3,065	55,177	60,907
Occupancy	284,666	81,549	3,946	370,161	63,841	2,021	436,023	407,122
Maintenance and repairs	241,433	60,540	4,759	306,732	32,874	1,057	340,663	417,842
Equipment	65,703	4,935	27,067	97,705	51,713	1,156	150,574	166,076
Conferences and training	201,504	6,630	2,762	210,896	5,381	553	216,830	221,450
Fundraising expenses	-	-	-	-	-	26,008	26,008	21,126
Miscellaneous	41,761	17,187	16,767	75,715	35,674	10,435	121,824	107,228
In-kind expenses	1,399,229	738,242	-	2,137,471	-	-	2,137,471	2,173,172
 Total expenses before depreciation	 11,038,364	 2,730,254	 1,860,954	 15,629,572	 1,858,260	 86,582	 17,574,414	 15,984,932
 Depreciation	 -	 -	 -	 -	 498,529	 -	 498,529	 419,578
 Total expenses	 <u>\$ 11,038,364</u>	 <u>\$ 2,730,254</u>	 <u>\$ 1,860,954</u>	 <u>\$ 15,629,572</u>	 <u>\$ 2,356,789</u>	 <u>\$ 86,582</u>	 <u>\$ 18,072,943</u>	 <u>\$ 16,404,510</u>

The accompanying notes are an integral part of the financial statements.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

Note 1 - The Organization and Summary of Significant Accounting Policies

Williamson-Burnet County Opportunities, Inc. (WBCO), which operates under the assumed name of Opportunities for Williamson and Burnet Counties is a not-for-profit organization that was incorporated on November 19, 1965. WBCO was organized for the purpose of promoting self-sufficiency and enabling persons to live in dignity and decency through providing a wide variety of social services and economic opportunity programs benefiting low and moderate-income persons. WBCO has a 15-member Board of Directors as its governing body.

The significant accounting policies followed by Williamson-Burnet County Opportunities, Inc. are described below to enhance the usefulness of the financial statements to the reader.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP) and the principles of fund accounting. Fund accounting is the procedure by which resources for various purposes are classified for accounting purposes in accordance with activities and objectives specified by donors.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with the disclosure and display requirements of the Financial Accounting Standards Board (FASB) as set forth in its Accounting Standards Update 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. Under these provisions, net assets and all balances and transactions are presented based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of WBCO and changes therein are classified and reported as follows:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of WBCO. These net assets may be used at the discretion of WBCO's management and the board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of WBCO or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Contributions, which include unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value. All other support that is restricted by the donor is reported as an increase in net assets with donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

statement of activities as net assets released from restrictions. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized.

Fees for service receipts from consumers and government agencies are recognized in the period earned. Reimbursable earnings not yet received from grantors and consumers are recorded as receivables. Funds received in excess of actual earnings are recorded as deferred revenue. Expenditures for goods and services are recorded at the time goods are received or services are rendered.

Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of temporary restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as net assets released from restrictions.

In-Kind Contributions

Donated materials and other non-cash contributions are reflected in the accompanying statements at their estimated fair market value at date of receipt. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Contributions of services are recognized if the services received create or enhance non-financial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Other volunteer services that do not meet these criteria are not recognized in the financial statements.

Cash and Cash Equivalents

For purposes of the financial statements, the organization considers all liquid investments having initial maturities of three months or less to be cash equivalents. Cash and cash equivalents reflected in the accompanying financial statements represent operating cash on hand in seven accounts at four banks in the amount of \$2,063,782 at November 30, 2023.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management evaluates the need for an allowance for doubtful accounts applicable to its accounts receivable based on various factors, including an assessment of the credit worthiness of its donors and customers, aging of the amount due and historical experience. At November 30, 2023, 97% of WBCO's accounts receivable balances are through contracts with governmental agencies. No provision for bad debts has been made in the financial statements as management believes all receivables are collectible.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

Prepaid Expenses

WBCO, in the ordinary course of business, is required to make payments for certain costs in advance of the actual occurrence of an expense. These prepayments are expensed as the related cost is incurred or over the life of the associated benefit period using a straight-line calculation.

Fair Value Measurements

Investments are shown at their estimated fair value in accordance with FASB ASC 820, "Fair Value Measurements and Disclosures". Realized and unrealized gains and losses from investments are reflected in the statement of activities. These instruments include cash and cash equivalents, accounts and grants receivable, prepaid and accrued expenses, and accounts payable.

Capital Assets and Depreciation

Property and equipment represents the cost of acquisition and construction of the facilities, including capitalization of professional fees associated with construction and taxes incurred during the construction period, as well as land improvements and furniture and equipment with unit costs of over \$5,000. If acquired by gift, the asset is recorded at the fair market value at the date of the gift. Contributions of property and equipment are reported as contributions without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as donor restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor.

Depreciation of property and equipment is computed using the straight-line method based on the estimated useful lives as follows:

Buildings and improvements	15-31.5 years
Furniture and equipment	5-20 years

Maintenance and repairs are charged to operations when incurred. Betterments and renewals are capitalized when the unit cost of the item is over \$5,000. When property and equipment are sold or otherwise disposed of, the asset account and related accumulated depreciation account are relieved, and any gain or loss is included in operations. In the event of termination or separation of certain grant agreements, equipment purchased in a whole or in part with certain grant funds may be required to be returned to the funding source.

Accrued Vacation Payable

Under the terms of WBCO's personnel policy, employees are granted up to 160 vacation hours per year, depending on the length of employment. In the event of termination, an employee is paid for up to 200 unused vacation hours, depending on the length of employment. The liability for accumulated vacation leave is recorded when earned by the employee. At November 30, 2023, the liability for unused vacation leave was \$158,431.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

Fundraising

From time to time, WBCO conducts fundraising activities and special events in order to assist in program operations. All revenue received from such events in excess of expenses, are used for current program operations.

Income Taxes

WBCO is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. In addition, WBCO qualifies for the charitable contribution deduction under IRC Section 170(b)(1)(A) and has been classified as an organization that is not a private foundation under IRC Section 509(a)(2). No provision for income taxes has been made in the accompanying financial statements, as there are no activities subject to unrelated business income tax.

On January 1, 2009, WBCO adopted the provisions of Interpretation ("FIN") No. 48, "Accounting for Uncertainty in Income Taxes - an Interpretation of FASB Statement No. 109" (ASC 740). ASC 740 prescribes a new threshold for determining when an income tax benefit can be recognized, which is a higher threshold than the one imposed for claiming deductions on income tax returns. The adoption of ASC 740 did not have any impact on WBCO's financial statements.

WBCO's federal tax returns are subject to possible examination by the taxing authorities until the expiration of the related statutes of limitations on those tax returns. In general, the federal income tax returns have three year statute of limitations.

Concentration of Risk

Cash and Cash Equivalents - WBCO maintains its deposits in high credit quality financial institutions. Those balances may exceed insured limits. WBCO's deposits exceeded the insured limits in four financial institutions by \$1,129,212 at November 30, 2023.

Receivables - WBCO has outstanding grants and other receivables at times throughout the year. Based on historical data, management does not consider there to be any significant credit losses associated with those receivables. Therefore, management has not established an allowance for uncollectible amounts for any of those receivables.

Revenue - WBCO received approximately 55% of its total revenue for the year ended November 30, 2023 from the Head Start Program, exclusive of in-kind contributions.

Expenses

Costs by their natural classification are presented in the statement of functional expenses. The costs of providing various programs and other activities of WBCO have been summarized on a functional basis by the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenditures benefiting all segments of WBCO are allocated to programs in proportion to the benefits received from shared expenditures. Such allocations are determined by management on an equitable basis.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

The expenses that are allocated include the following:

Expense	Method of Allocation
Central office staff salaries and benefits	Time and effort
Professional services	Time and effort
Office expenses	Time and effort
Insurance	Square footage
Occupancy	Square footage
Depreciation	Square footage
Travel and training	Time and effort

New Accounting Pronouncements

On December 1, 2022, WBCO adopted Accounting Standards Update, ("ASU"), 2016-02 Leases. Lessees are required to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, in the Statements of Financial Position for operating leases. Leases are classified as either operating or financing which in turn determines expense recognition. For operating leases, a single lease cost is calculated and allocated over the lease term on a straight-line basis. In July 2018, the FASB provided entities relief from the transition requirements in ASU 2016-02 by allowing them to elect not to recast prior comparative periods. A full retrospective transition approach is not permitted. WBCO is using a modified retrospective approach to adopting the guidance and as such there will be no restatement of prior financial statements. As permitted under the transition guidance, WBCO elected a package of practical expedients which, among other provisions, allowed the organization to carry forward historical lease classifications. Short-term leases, 12 months or less, are exempt under the guidance and are not capitalized on the Statement of Financial Position. The adoption of ASU 2016-02 did not have a material impact on WBCO's financial statements.

Reclassifications

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires that management make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

Note 2 – Availability and Liquidity

Williamson-Burnet County Opportunities has \$3,909,958 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures consisting of cash of \$2,063,782 and investments of \$1,846,176. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of financial position. WBCO has a goal to maintain financial assets on hand to meet 90 days of normal operating expense, which are, on average, approximately \$4,000,000. WBCO has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

Note 3 – Investments

Williamson-Burnet County Opportunities maintains an investment account with Merrill Lynch with a total value of \$1,841,574 and a fund at Austin Community Foundation with a value of \$4,602 at November 30, 2023.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for which prices are readily available for identical assets and have the highest priority, Level 2 inputs consist of observable inputs other than quoted prices for identical assets, and Level 3 inputs consist of unobservable inputs that are not corroborated by market data and have the lowest priority. Certain securities are classified as Level 2 if the value is derived principally from the market value of underlying limited partnership investments, nonpublicly traded securities, or other real estate-related investments which are priced daily to reflect market value. Certain amounts may be classified as Level 3 if the fair value is based on pooled accounts with multiple sources of valuation, which may include market data and/or quoted market prices from active markets.

Fair values of investments measured at November 30, 2023 are as follows:

	Total	Level 1	Level 2	Level 3
ML Equities	\$ 989,599	\$ 989,599	\$ -	\$ -
ML Mutual funds	575,729	575,729	-	-
ML Corporate bonds	276,246	-	276,246	-
ACF pooled investment	4,602	-	4,602	-
Total	<u>\$1,846,176</u>	<u>\$1,565,328</u>	<u>\$ 280,848</u>	<u>\$ -</u>

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the organization believes its valuation methods are appropriate and consistent with other organizations, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

Note 4 - Accounts Receivable

Accounts receivable consist of the following at November 30:

	2023	2022
Head Start - ACF	\$ 215,467	\$ 833,157
Child Care Food Program (CACFP) - TDA	80,643	62,135
Comprehensive Energy Assistance - TDHCA	43,188	53,864
Community Service Block Grant - TDHCA	33,245	58,332
Senior meals - CAPCO	239,479	206,660
Other governmental grants and contracts	126,333	116,049
Other private grants and contracts	21,006	42,193
Total	\$ 759,361	\$ 1,372,390

At November 30, 2023, none of WBCO's receivable balance was over 90 days past due. No allowance for uncollectible amounts is provided since all amounts were deemed collectible.

Note 5 - Property and Equipment

Property and equipment consists of the following at November 30:

	2022	Increases	Decreases	2023
Land	\$ 651,738	-	-	651,738
Furniture and equipment	1,631,701	138,014	-	1,769,715
Buildings and improvements	9,292,470	443,414	-	9,735,884
Total property & equipment	11,575,909	581,428	-	12,157,337
Accumulated depreciation	(4,631,466)	-	(498,529)	(5,129,995)
Net property & equipment	6,944,443	581,428	(498,529)	7,027,342

Depreciation expense for the year ended November 30, 2023 was \$498,529. Marble Falls Meals on Wheels facility improvements totaling \$443,414, four vehicles totaling \$125,310, and kitchen freezers totaling \$12,694 were added during the year ended November 30, 2023. There were no dispositions during the year.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

Note 6 – Long-term Debt

The following is a summary of the long-term debt payable at November 30, 2023:

Note payable to RBank secured by the Round Rock Head Start building located in Round Rock, Texas with a net book value of \$2,395,601. The interest rate is variable and adjusted every five years to prime plus 1% (9.5% at year end). Payments of principal and interest are due monthly in the amount of \$14,251 with a final payment of the remaining principal due in September 2033. \$1,266,342

Note payable to Cadence Bank secured by land and a building located in Marble Falls, Texas with a net book value of \$788,166. The interest rate is variable and adjusted every five years to prime (4% at year end). Payments of principal and interest are due monthly in the amount of \$3,655 with a final payment of the remaining principal due in May of 2042. 569,960

Total long-term debt payable	1,836,302
Less current portion	<u>(74,425)</u>

Long-term portion	<u><u>\$1,761,877</u></u>
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The annual maturities of the long-term debt at November 30, 2023 are as follows:

Year	Principal	Interest	Totals
2024	\$ 74,425	\$ 140,443	\$ 214,868
2025	80,557	134,312	214,869
2026	87,246	127,623	214,869
2027	94,545	120,323	214,868
2028	102,514	112,354	214,868
Thereafter	<u>1,397,015</u>	<u>473,100</u>	<u>1,870,115</u>
Totals	<u><u>\$1,836,302</u></u>	<u><u>\$1,108,155</u></u>	<u><u>\$2,944,457</u></u>

Note 7 - Operating Leases Commitments

Williamson-Burnet County Opportunities leases various facilities and office equipment for its programs. The leases are recorded as operating leases. Lease expense for the year ended November 30, 2023 was \$54,540. Upon adoption of ASC 842, WBCO elected to exclude these leases, which were either entered into prior to the adoption of ASC 842 or are short-term leases of 12 months or less, from recognition. Future minimum payments, excluding common area maintenance expense, on these leases are as follows:

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

Note 7 - Operating Leases Commitments (Continued)

Years Ending November 30,	
2024	\$ 73,250
2025	14,888
2026	11,461
2027	11,461
2028	7,154
Thereafter	165,000
	<u>\$ 283,214</u>

On September 1, 2023, WBCO entered into a 10-year lease for its Bertram Head Start building. In accordance with ASC 842 Leases, lease liabilities are initially and subsequently measured at the present value of the remaining lease payments. The right-of-use assets are initially recognized at the amount of the lease liabilities initially recognized. Upon signing the lease, WBCO recognized a right-of-use asset and corresponding lease liability in the amount of \$453,000. The right-of-use asset and lease liability at November 30, 2023 as presented in the Statements of Financial Position were \$441,675 and \$442,500, respectively.

The following table reconciles the undiscounted cash flows expected to be paid in each of the next five years and thereafter to the lease liability recorded on the Statement of Financial Position for operating leases existing as of November 30, 2023:

Years Ending November 30,	
2024	\$ 42,000
2025	42,000
2026	42,750
2027	45,000
2028	45,000
Thereafter	225,750
	<u>\$ 442,500</u>

Note 8 – Restrictions on Net Assets

Revenues earned under grant contracts for specific purposes and other donor contributions with restrictions are recorded as revenues with donor restrictions. At November 30, 2023, net assets with donor restrictions totaling \$3,666,480 consists of revenues in excess of expenses for the following programs:

Federal capital assets, net of accumulated depreciation	\$ 4,932,822
Less: Round Rock building note payable (note 6)	<u>(1,266,342)</u>
Total	<u>\$ 3,666,480</u>

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

Note 8 – Restrictions on Net Assets (Continued)

Donor restricted revenue for the year ended November 30, 2023 totaling \$200,187 consists of \$111,848 of capitalized Head Start vehicles and \$88,339 note payable principal payments made on Head Start facilities. Net assets released from donor restrictions by either the passage of time or incurring expenditures satisfying the restricted purpose during the year ended November 30, 2023 consisted of \$119,597 of net decreases in total federal capital assets, net of accumulated depreciation.

Note 9 – Defined Contribution Pension Plan

Williamson-Burnet County Opportunities sponsors a defined contribution pension plan available to all of its employees. Contributions by WBCO are between 1% and 5% of the participating employees' compensation. Pension costs were \$62,641 for the year ended November 30, 2023. Participating employees must contribute a minimum of 1% and may elect to contribute as much as 100% of their compensation. Employer and employee contributions go toward the purchase of an annuity contract. This arrangement transfers the pension benefit obligation to the insurer, and neither the plan assets nor the pension benefit obligation are recorded on the books of WBCO.

Note 10 – Donated Services, Supplies, and Facilities

All donated services, supplies, and facilities have been recorded in the financial statements at the value of the goods and services at the time of donation. WBCO receives free use of facilities space to operate the Head Start and senior nutrition programs. WBCO also receives donated services from volunteer teachers and staff to operate the Head Start and senior nutrition programs. Additionally, WBCO receives donated classroom and kitchen supplies. The total value of donated services, supplies, and facilities received during the year ended November 30, 2023 was as follows:

	<u>Head Start</u>	<u>Meals</u>
Volunteer/parent hours	\$ 178,715	\$ 738,242
Facilities use	672,707	-
Education services	457,034	-
Other	90,773	-
	<u>\$1,399,229</u>	<u>\$ 738,242</u>

Fair value techniques – Donated facilities usage is valued based on written independent third-party appraisals. Donated services, which require specialized skills and would typically need to be purchased if not provided by donation, are valued based on U.S. Bureau of Labor statistics for comparable positions. Donated supplies are valued based on current rates of similar items.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED NOVEMBER 30, 2023

Note 11 – Commitments and Contingencies

Litigation: WBCO is subject to asserted and unasserted claims encountered in the normal course of business. WBCO'S management and legal counsel assesses such contingent liabilities and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against WBCO or unasserted claims that may result in such proceedings, WBCO's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein. At November 30, 2023, management affirms there are no asserted or unasserted claims against WBCO which could have a material effect on the financial statements.

Federal and State Grants: Amounts received or receivable from grantor agencies are subject to audit and adjustment by such agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amounts, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although WBCO expects such amounts, if any, to be immaterial.

Note 12 – Economic Dependency

WBCO receives a significant portion of its revenue from funds provided through federal and state grants. The grant amounts are appropriated each year by the federal and state agencies. If significant budget cuts are made at the federal and/or state level, the amount of funds the organization receives could be reduced significantly and have an adverse impact on its operations. Management is not aware of any actions that will adversely affect the amount of funds the organization will receive in the next fiscal year.

Note 13 – Evaluation of Subsequent Events

WBCO adopted the provisions of Statement of Financial Accounting Standards ("SFAS") No. 165, "Subsequent Events" (ASC 855), as of January 1, 2009. ASC 855 established new accounting and disclosure requirements for subsequent events. Management has evaluated subsequent events through April 22, 2024, the date on which the financial statements were available to be issued. Management is not aware of any subsequent events that require recognition or disclosure in the financial statements.

**REPORTS REQUIRED BY *GOVERNMENT AUDITING STANDARDS*
AND THE UNIFORM GUIDANCE**

WEST, DAVIS & COMPANY, LLP

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Williamson-Burnet County Opportunities, Inc.
Georgetown, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Williamson-Burnet County Opportunities, Inc. (WBCO), which comprise the statement of financial position as of November 30, 2023, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 22, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson-Burnet County Opportunities, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of WBCO's internal control. Accordingly, we do not express an opinion on the effectiveness of WBCO's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson-Burnet County Opportunities, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

West, Davis & Company, LLP

Certified Public Accountants

Austin, Texas

April 22, 2024

WEST, DAVIS & COMPANY, LLP

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Williamson-Burnet County Opportunities, Inc.
Georgetown, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Williamson-Burnet County Opportunities, Inc.'s (WBCO) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Williamson-Burnet County Opportunities, Inc.'s major federal programs for the year ended November 30, 2023. Williamson-Burnet County Opportunities, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Williamson-Burnet County Opportunities, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended November 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Williamson-Burnet County Opportunities, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of WBCO's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to WBCO's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Williamson-Burnet County Opportunities, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about WBCO's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding WBCO's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Williamson-Burnet County Opportunities, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of WBCO's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to

identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

West, Davis & Company, LLP

Certified Public Accountants

Austin, Texas

April 22, 2024

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED NOVEMBER 30, 2023

<u>Federal Grantor/Pass-through Grantor/ Program or Cluster Title</u>	<u>Grant Period</u>	<u>Federal CFDA Number</u>	<u>Contract Number</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services				
Head Start	7/1/20 - 6/30/25	93.600	06CH11583/04	\$ 8,660,443
Head Start	4/1/21 - 3/31/23	93.600	06HE000750/01	47,302
Total Head Start				<u>\$ 8,707,745</u>
Passed through the Capital Area Council of Governments:				
Title III Part B Nutrition Services	10/1/20 - 9/30/23	93.044	AAA13-01	30,000
Title III Part B Nutrition Services	10/1/23 - 9/30/25	93.044	AAA13-01	7,126
Title III Part C Nutrition Services	10/1/20 - 9/30/23	93.045	AAA13-01	907,356
Title III Part C Nutrition Services	10/1/23 - 9/30/25	93.045	AAA13-01	208,237
Title III Part C Nutrition Services	10/1/20 - 9/30/23	93.045	AAA13-01	102,674
Title III Part C Nutrition Services	10/1/23 - 9/30/25	93.045	AAA13-01	23,852
Total Aging Cluster				<u>1,279,245</u>
Passed through the Texas Department of Housing and Community Affairs:				
Community Service Block Grant	1/1/23 - 9/30/23	93.569	61220003966	5,714
Community Service Block Grant	1/1/23 - 12/31/23	93.569	61230003804	305,359
Community Service Block Grant	1/1/22 - 3/31/23	93.569	61220003651	44,880
Community Service Block Grant	1/1/23 - 9/30/23	93.569	61220003931	17,187
Total Community Service Block Grant				<u>373,140</u>
Passed through the Texas Department of Housing and Community Affairs:				
Low Income Home Energy Assistance Program	1/1/22 - 2/28/23	93.568	58220003590	8,047
Low Income Home Energy Assistance Program	1/1/23 - 3/31/24	93.568	58230003840	1,174,639
Low Income Home Energy Assistance Program	1/1/23 - 3/31/24	93.568	58930003993	352,446
Low Income Home Energy Assistance Program	1/1/22 - 9/30/23	93.568	34210003688	85,971
Total Low Income Home Energy Assistance Program				<u>1,621,103</u>
Total U.S. Department of Health and Human Services				<u>11,981,233</u>
U.S. Department of Agriculture				
Passed through the Texas Department of Agriculture:				
Child and Adult Care Food Program	10/1/22 - 9/30/23	10.558	NT4XL1YGLGC5	275,442
Child and Adult Care Food Program	10/1/23 - 9/30/24	10.558	NT4XL1YGLGC5	80,643
Total Child and Adult Care Food Program				<u>356,085</u>
U.S. Department of Homeland Security				
Passed through the Capital Area United Way:				
Emergency Food and Shelter Program	11/1/21 - 12/31/23	97.024	782400-004	40,000
U.S. Department of Housing and Urban Development				
Passed through the City of Round Rock, Texas:				
Community Development Block Grant	12/1/22 - 11/30/23	14.218	MC-48-0514	11,114
Total expenditures of federal awards				<u>\$ 12,388,432</u>

See accompanying notes to schedule of expenditures of federal awards.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED NOVEMBER 30, 2023

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Williamson-Burnet County Opportunities, Inc. and is presented on the accrual basis of accounting and in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

For purposes of this schedule, federal awards include both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by WBCO from a non-federal agency or other organizations. Only the portion of program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

Williamson-Burnet County Opportunities has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Because the Schedule presents only a selected portion of the operations of Williamson-Burnet County Opportunities, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Williamson-Burnet County Opportunities, Inc.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED NOVEMBER 30, 2023

Section 1 - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued - **Unmodified**

Internal control over financial reporting:

- Material weakness(es) identified: _____ Yes X No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ Yes X None reported
- Noncompliance material to financial statements noted? _____ Yes X No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified: _____ Yes X No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ Yes X None reported

Type of auditor's report issued on compliance for major programs - **Unmodified**

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) OMB? _____ Yes X No

Identification of Major Programs

- **93.600 - Head Start**
- **10.558 - Child and Adult Care Food Program**
- **93.044 - Title III Part B Nutrition Services**
- **93.045 - Title III Part C Nutrition Services**

1. Dollar threshold used to distinguish between Type A and Type B programs - **\$750,000.**
2. Is the auditee qualified as a low-risk auditee under the Uniform Guidance - Yes

Section 2 - Financial Statement Findings - None

Section 3 - Federal Award Findings and Questioned Costs - None

Section 4 - Prior Year Audit Findings - None

SUPPLEMENTARY INFORMATION

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
COMBINING SCHEDULE OF REVENUE AND EXPENSES - PROJECT LEVEL
YEAR ENDED NOVEMBER 30, 2023

	Head Start 1930	Early Head Start 1935	Head Start T&TA 1940	Early Head Start T&TA 1945	Head Start Rescue 1960	TWC Child Care 1970	Child Care Food 3761
Revenues:							
Grants and contracts	\$ 3,745,527	\$ 4,800,368	\$ 57,662	\$ 56,886	\$ 47,302	\$ 2,126,995	\$ 356,085
Contributions	-	-	-	-	-	-	-
Program fees	-	-	-	-	-	-	-
Other revenue	-	-	-	-	-	-	-
In-kind contributions	977,133	422,096	-	-	-	-	-
Investment income	-	-	-	-	-	-	-
Gain/(loss) on sale of property	-	-	-	-	-	-	-
Total Revenues	4,722,660	5,222,464	57,662	56,886	47,302	2,126,995	356,085
Expenses:							
Personnel & fringe benefits	2,575,024	3,658,805	-	-	-	1,303,887	374,336
Program expenses	475,778	290,023	2,371	1,372	-	2,668	(73,654)
Professional expenses	112,492	163,687	588	3,338	-	23	408
Interest expense	43,729	43,729	-	-	-	-	-
Supplies	122,473	175,501	258	-	-	654,568	2,114
Insurance	69,059	60,677	-	-	-	-	-
Automobile and travel expenses	6,287	3,687	3,978	2,785	-	-	-
Occupancy	140,288	168,462	-	-	-	3,370	-
Maintenance and repairs	83,385	85,594	-	-	-	86,664	-
Equipment	32,368	40,394	-	-	3	27,639	-
Conferences and training	24,698	27,497	51,157	51,356	-	48,152	29
Fundraising expenses	-	-	-	-	-	-	-
Miscellaneous	25,428	25,840	-	-	(10)	24	-
In-kind expenses	977,133	422,096	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-
Total expenses	4,688,142	5,165,992	58,352	58,851	(7)	2,126,995	303,233
Revenues Over (Under) Expenses	34,518	56,472	(690)	(1,965)	47,309	-	52,852

See independent auditor's report

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
COMBINING SCHEDULE OF REVENUE AND EXPENSES - PROJECT LEVEL (Continued)
YEAR ENDED NOVEMBER 30, 2023

	Local Parent 3801	LIHWAP 3401	CEAP 3591	TXU Energy Aid 3201	Meals on Wheels 3031	Other Grants 3181
Revenues:						
Grants and contracts	\$ -	\$ 85,971	\$ 1,535,013	\$ 21,038	\$ 1,828,314	\$ 4,000
Contributions	10,511	-	-	-	321,793	17,500
Program fees	-	-	-	-	11,649	-
Other revenue	-	-	-	-	-	-
In-kind contributions	-	-	-	-	738,242	-
Investment income	-	-	-	-	-	-
Gain/(loss) on sale of property	-	-	-	-	-	-
Total Revenues	10,511	85,971	1,535,013	21,038	2,899,998	21,500
Expenses:						
Personnel & fringe benefits	-	7,982	140,847	-	1,042,108	-
Program expenses	2,889	68,412	1,335,736	21,038	697,879	-
Professional expenses	-	-	23,687	-	40,628	-
Interest expense	-	-	-	-	23,561	-
Supplies	6,762	1,683	5,217	-	165,163	-
Insurance	-	-	1,692	-	25,071	-
Automobile and travel expenses	-	-	2,301	-	30,603	-
Occupancy	-	2,602	8,122	-	91,354	-
Maintenance and repairs	-	1,353	6,085	-	65,615	-
Equipment	-	4,825	8,616	-	17,966	-
Conferences and training	230	-	439	-	6,867	-
Fundraising expenses	-	-	-	-	530	-
Miscellaneous	630	346	12,265	-	18,892	-
In-kind expenses	-	-	-	-	738,242	-
Depreciation	-	-	-	-	-	-
Total expenses	10,511	87,203	1,545,007	21,038	2,964,479	-
Revenues Over (Under) Expenses	-	(1,232)	(9,994)	-	(64,481)	21,500

See independent auditor's report

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
COMBINING SCHEDULE OF REVENUE AND EXPENSES - PROJECT LEVEL (Continued)
YEAR ENDED NOVEMBER 30, 2023

	CSBG 3171	Agency Admin 3901	Fundraising 3995	Grand Total
Revenues:				
Grants and contracts	\$ 373,140	\$ 60,590	\$ -	\$ 15,098,891
Contributions	-	135,207	95,933	580,944
Program fees	-	830	-	12,479
Other revenue	-	-	-	-
In-kind contributions	-	-	-	2,137,471
Investment income	-	146,594	-	146,594
Gain/(loss) on sale of property	-	-	-	-
Total Revenues	373,140	343,221	95,933	17,976,379
Expenses:				
Personnel & fringe benefits	262,567	17,364	39,031	9,421,951
Program expenses	33,437	250	-	2,858,199
Professional expenses	13,486	28,569	811	387,717
Interest expense	-	-	-	111,019
Supplies	10,313	3,964	1,444	1,149,460
Insurance	3,845	-	1,154	161,498
Automobile and travel expenses	2,471	-	3,065	55,177
Occupancy	19,242	562	2,021	436,023
Maintenance and repairs	10,854	56	1,057	340,663
Equipment	15,596	2,011	1,156	150,574
Conferences and training	1,971	3,881	553	216,830
Fundraising expenses	-	-	25,478	26,008
Miscellaneous	7,941	19,654	10,814	121,824
In-kind expenses	-	-	-	2,137,471
Depreciation	-	498,529	-	498,529
Total expenses	381,723	574,840	86,584	18,072,943
Revenues Over (Under) Expenses	(8,583)	(231,619)	9,349	(96,564)

See independent auditor's report

COUNTY OF WILLIAMSON §

STATE OF TEXAS §

FUNDING AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is executed by and between **OPPORTUNITIES FOR WILLIAMSON & BURNET COUNTIES, INC.**, 604 High Tech Drive Georgetown, Texas 78626, hereinafter referred to as "OWBC", and the **CITY OF LEANDER**, Texas, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the "City", P.O. Box 319, Leander, Texas 78646, acting by and through their duly authorized representatives.

WHEREAS, the City of Leander is a local government as defined in 791.003 of the Texas Government Code, and

WHEREAS, OWBC is a Texas non-profit corporation that provides the services described herein to the Leander community, and

WHEREAS, both OWBC and the City desire to enter into this Agreement to provide for the use of funds granted by the City for the benefit of the Leander community;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the City, the parties contract, covenant and agree to provide certain governmental services and functions as follows:

Section 1. Assistance. The City of Leander will provide assistance to the OWBC to be used for the Meals-On-Wheels Program located in Leander for services to the Leander community, including but not limited to providing meals to participants aged 60 and older, or disabled persons, in an amount not to exceed \$10,000 (the "Grant") for the term of this Agreement.

Section 2. Conflict of Interests. OWBC covenants and agrees that it presently has no interest and will not acquire, direct or indirect, an interest, which conflicts with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by OWBC without prior written consent of the City.

Section 3. Agreement Period. This Agreement shall commence on October 1, 2024, and shall continue in effect until September 30, 2025 unless terminated in writing by the City or the OWBC by giving thirty (30) days notice of termination to the other party. In the event of early termination by OWBC, the OWBC shall repay the City a pro rata share of the Grant, prorated over the one-year term of this Agreement. Terms governing repayment of the Grant shall survive the term of this Agreement until fulfilled.

Section 4. Reporting. The OWBC will provide the city with an annual report on the use of the funds or credit allocated to them by September 1 of each year, which funds shall be used for the Meals-On-Wheels program located in Leander. The report shall include the number of City of Leander citizens who have benefited directly from the donation as well as a general statement of the use of the funds.

Section 5. Repayment of Funds. OWBC shall repay the City the Grant, less any reductions as provided in this subsection, within ten (10) days of notice by the City in the event that OWBC fails to use the Grant as provide in this Agreement. For each quarter that OWBC uses the Grant as provided in this Agreement, OWBC's obligation to repay the Grant shall be reduced by \$2,500.00.

Section 6. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the City and the OWBC and authorized by both parties.

Section 7. Captions. The descriptive captions of this Agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

Section 8. Severability. The sections, paragraphs, clauses and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of the Agreement should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, or paragraphs, and sections of this Agreement.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement by their duly authorized agents and officers.

SIGNED AND APPROVED this the ____ day of October, 2024.

CITY OF LEANDER

OWBC

Christine DeLisle, Mayor



Executive Director OWBC

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of Funding Agreement by and between the City of Leander and Williamson County Children's Advocacy Center for Fiscal Year 2025 in the amount of \$45,500.00.

BACKGROUND:

Section 13.05 of the City's Home Rule Charter states that a written contract for services shall be executed prior to any nonprofit, community service organization receiving City funds. Such contracts shall establish the terms, conditions and services to be provided, and shall require an annual audit of the nonprofit organization. The City of Leander has supported the Williamson County Children's Advocacy Center since 2003. The annual funding since FY 2018 has been \$32,000.00. The FY 2025 Budget includes an increase to \$45,500.00 which reflects the WCCAC's request from partnering cities to increase their respective funding commitments to \$1.00 per capita as reflected by the US Census Bureau.

The proposed interlocal agreement was amended last year to include that the City had requested federal assistance from the "Community Project Funding" program in support of the Children's Center which was subsequently awarded. The federal grant was for a one (1)- year period and any unexpended funds will lapse once the grant period is over later this calendar year.

According to WCCAC's request - *"a fair share approach to city funding. [has been] requested that each city in Williamson County assist with the associated cost of the direct services our agency offers. The formula used is a \$1 per population based on the 2020 U.S. Census for each city. This baseline for funding will allow for a consistent amount over the next few years and allow the cities and the Children's Advocacy Center to plan and prepare for the growth in our community so that we can serve our multidisciplinary partners and the children and families in Williamson County."*

The 2020 Census for Leander was 59,345 and the resulting "fair share" contribution would be \$59,345. The WCCAC has requested that Leander move towards "fair share" in two (2) fiscal years which would contemplate Leander meeting that contribution level in FY 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G Powers, Executive Finance Director
(disclosure: also WCCAC Board Member effective 10/1/2024)

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$45,500.00
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New (FY25 budget)
<u>Fund source (Operating / Utility / etc.):</u>	one-time
	General Fund Police Dept (01-40-5726)

Attachments:

1. WCCAC Leander Agreement
2. Fair Share Leander 06.06.2024
3. Leander Numbers for FY23 and YTD FY 24

COUNTY OF WILLIAMSON §

STATE OF TEXAS §

FUNDING AGREEMENT

This FUNDING AGREEMENT ("Agreement") is executed by and between WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, 1811 SE Inner Loop, Georgetown, TX 78626, hereinafter referred to as "AGENCY", and the CITY OF LEANDER, TEXAS, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the "CITY", PO Box 319, Leander, Texas 78646, acting by and through their duly authorized representatives. AGENCY and CITY may be referred to herein as "Parties."

WHEREAS, the City of Leander is a local government as defined in Section 791.003 of the Texas Government Code, and

WHEREAS, Agency is a Texas non-profit organization whose mission is to provide a safe place to report child abuse, reduce the emotional trauma for children and non-offending family members, and extend professional services that protect the integrity of an investigation; and

WHEREAS, the goals of the Agency include (a) providing a child sensitive environment; (b) crisis intervention; (c) victim advocacy; (d) forensic interviewers; (e) medical and mental health referrals; and (f) investigation, prosecution, and treatment of child abuse cases; and

WHEREAS, previously, the CITY was awarded federal assistance from the "Community Project Funding" program (the "Pass-through Funds") in support of the Children's Center, subject to use limitations; and

WHEREAS, both AGENCY and the CITY desire to continue this Agreement to provide for the use of funds granted by the CITY; and

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the CITY by and through the services made available to all Williamson County residents, the parties agree as follows:

Section 1. Local Assistance. The CITY will provide assistance to the AGENCY to be used for services that support the goals of the AGENCY, in an amount not to exceed \$45,500 (the "Grant") from its General Fund for the term of this Agreement, except as provided otherwise by this Agreement.

Section 2. Federal Grant Assistance. The CITY will provide assistance to the AGENCY to be used for services that support the goals of the AGENCY as identified in the federal Community Project Funding program using federal funds awarded under the approved application.

Section 3. Conflict of Interests. AGENCY represents that it presently has no interest and will not acquire a direct or indirect interest which conflicts with its efficient, diligent, and faithful performance of the terms of this agreement. This agreement shall not be assigned or transferred by AGENCY

Interlocal Cooperation Agreement

without prior written consent of the CITY.

Section 4. Agreement Period. This Agreement shall commence on October 1, 2024, and shall continue in effect until September 30, 2025 unless terminated in writing by the CITY or AGENCY by giving thirty days' notice of termination to the other party. In the event of early termination by AGENCY, the AGENCY shall repay the CITY a pro rata share of the Grant, prorated over the one-year term of this Agreement. Terms governing repayment of the Grant shall survive the term of this Agreement until fulfilled.

Section 5. Reporting. The AGENCY will provide the CITY with an annual report on the use of the funds or credit allocated to AGENCY by September 1 of each year. Contingent upon the appropriation of funds requested by the CITY under the Community Project Funding program, the CITY may require additional reporting.

Section 5.1. The City Council authorizes the City Manager or his/her designee to develop and/or amend as necessary any administrative memoranda of understanding with the Williamson County Children's Advocacy Center Chief Executive Officer to facilitate and ensure compliance with the pass through of federal funds from the CITY OF LEANDER to the AGENCY.

Section 5.2. Any administrative memoranda of understanding shall ensure that all CITY OF LEANDER and federal grant requirements are met by both parties.

Section 5.3. Subject to a fully-executed administrative memorandum of understanding between the City Manager and the AGENCY'S Chief Executive Officer, City staff is hereby authorized to advance CITY funds to the AGENCY in a prudent and fiscally responsible manner.

Section 6. Repayment of Funds. AGENCY shall repay the CITY the Grant, less any reductions as provided in this subsection, within ten (10) days of notice by the CITY in the event that AGENCY fails to use the Grant as provided in this Agreement. For each quarter that AGENCY uses the Grant as provided in this Agreement, AGENCY's obligation to repay the Grant shall be reduced by \$11,375.

Section 7. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the CITY and the AGENCY and authorized by both parties.

Section 8. Captions. The descriptive captions of this Agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

Section 9. Severability. The sections, paragraphs, clauses and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of the Agreement should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, or paragraphs, and sections of this Agreement.

Interlocal Cooperation Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents and officers.

SIGNED AND APPROVED this the _____ day of October 3, 2024.

CITY OF LEANDER

**WILLIAMSON COUNTY
CHILDREN'S ADVOCACY CENTER**

Christine DeLisle, Mayor



Kerrie Stannell, Chief Executive Officer

ATTEST:

Dara Crabtree, City Secretary



June 6, 2024

Robert Powers
Executive Financial Director
City of Leander
105 N. Brushy Street
Leander, Texas 78641

Dear Robert,

Thank you for all your support for the Williamson County Children's Advocacy Center. We value the partnership that we have with the City of Leander and the Leander Police Department. In preparation for upcoming budget preparations, please find additional information regarding our request for city funding. We greatly appreciate your city and police department for being a part of the extraordinary multidisciplinary team and for being true champions for children. I believe that we share the same mission to provide hope, healing, and justice for children and families impacted by abuse, violence, and exploitation in our community.

I want to reiterate the important role the Williamson County Children's Advocacy Center has in responding to the crisis of child abuse and restoring victims. The Children's Advocacy Center is **the place** child abuse investigations are conducted – in partnership with each police jurisdiction, the District Attorney's office, and DFPS. We provide the coordination of the investigation and prosecution of severe – criminal level – abuse cases and the necessary mental health, forensic medical, and victim advocacy services to child victims of crimes.

This unique partnership is defined and mandated by the Texas Family Code and agreed to by each Chief of Police in our county as well as the Sheriff, District Attorney, and the State of Texas through DFPS. In addition to coordinating with your law enforcement officers to serve your local children, we also provide the necessary training for your team to respond to child abuse cases – ensuring our community's response is immediate, effective, and capable. At the Advocacy Center, we receive all reports made to the Statewide Intake office at the Department of Family and Protective Services in real-time – and at the same time, they are routed to local police departments. We continue to see reports of physical abuse increase with our growing population. It is imperative that we are available to aid in the collaboration of child abuse investigations and prevention.

The Advocacy Center receives Federal and State funding for victims of crime, and we raise money locally through events, individuals, local corporations, and private foundations. As a fair share approach to city funding, we have requested that each city in Williamson County assist with the associated cost of the direct services our agency offers. The formula used is a \$1 per population based on the 2020 U.S. Census for each city. This baseline for funding will allow for a consistent amount over the next few years and allow the cities and the Children's Advocacy Center to plan and prepare for the growth in our community so that we can serve our multidisciplinary partners and the children and families in Williamson County.

The core funding from our Federal, State, County, and Cities are provided in six key areas. Those 6 core services are:

- Forensic Interview (MUST be conducted by an advocacy center)
- Multidisciplinary Team Coordination
- Case Coordination
- Mental Health Services
- Family Advocacy Services
- Forensic Medical Exams

In looking at the 2020 U.S. Census population for the City of Leander, the population was listed at 59,345. For the Fiscal Year 2025 budget and as part of the fair share approach, we are respectfully requesting an increase of \$13,500 to our current funding of \$32,000. The new funding amount of \$45,500 will allow us to continue to address the growing population while understanding the need to stair-step towards an allocation based on the fair share amount of \$59,345.

We are happy to provide further information to help you understand any of the elements we presented here. We strongly value our partnership with you and we hope you will consider funding this request so child victims of abuse can continue to receive the gold standard of care. The Children's Advocacy Center remains dedicated – with each of you – to maintaining a robust team prepared to respond to every child, every time abuse is reported. Together, we will continue to bring hope, healing, and justice to children and families in our community.

Kind regards,

Kerrie Stannell
Chief Executive Officer

Leander data for FY 2023 and FY 2024

Leander FY 2023	1 st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Year to Date
Forensic Interviews					
Primary Victims	19	30	25	55	129
Medical Examinations					
Sexual Assault	5	5	5	15	30
Physical Assault	1	4	4	3	12
SAFE	2	7	2	3	14
Family Advocacy					
Family Contact ***	14	15	10	21	60
Counseling					
New Intakes	14	8	7	9	38
Education					
Adults	33	175	77	26	298

Leander FY 2024*	1 st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr. (to date)	Year to Date
Forensic Interviews					
Primary Victims	21	29	32	12	94
Medical Examinations					
Sexual Assault	12	13	9	4	37
Physical Assault	0	1	6	1	8
SAFE	3	2	1	0	6
Family Advocacy					
Family Contact ***	14	21	20	10	65
Counseling					
New Intakes	29	10	1	1	41
Education					
Adults	27	76	1	364	468

* 4th Qtr. data does not include the month of September for Year End Numbers



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of Development Agreement Case DA-24-0003 regarding Travisso Village C-Store development on one (1) parcel of land approximately 2.32 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 842650; generally located at 2840 Travisso Parkway, Leander, Travis County, Texas.

BACKGROUND:

The project is proposing a convenience store with gasoline pumps. The placement of the fuel canopy is proposed to be closer to the right-of-way of FM 1431 than the building front. Article V, Section 3 (2)(v)(e) of the Composite Zoning Ordinance allows gasoline pumps to be located closer to the street than the primary structure if the exterior surface area of all primary structure walls and the fuel canopy columns are comprised of one hundred (100%) percent Masonry. The applicant is proposing the use of a stone and cement plaster exterior on the building.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Carlson, Brigrance & Doering, Inc. (Geoff Guerrero) on behalf of Shops at Travisso, LLC and Kualoa Ranch, Inc. (Sanford P. Aron)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. DA-24-0003 Att 1 Travisso Village C-Store -Development Agreement

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE Travisso Village C-Store**

This Development Agreement Establishing Development Standards for the **Travisso Village C-Store Site Plan** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Shops at Travisso, LLC and Kualoa Ranch Inc.** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 2.32 acre tract located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for Fuel Station & Retail (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

- (a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of written notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the

occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78641
Williamson County

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz, Partner
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Travis County

Any notice mailed to the Developer shall be addressed:

Shops at Travisso, LLC & Kualoa Ranch, Inc.
Attn: Sanford P. Aron
3773 Richmond Avenue, Suite 800
Houston, TX 77046
Harris County

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Recordation. This Agreement shall be recorded in the Official Public Records of Travis County, Texas.

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any

wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the ____ day of ____, 20__.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Shops at Travisso, LLC & Kualoa Ranch, Inc.

By: _____

Name: Sanford P. Aron

Title: Manager

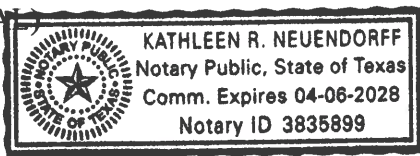
THE STATE OF TEXAS §
COUNTY OF HARRIS §

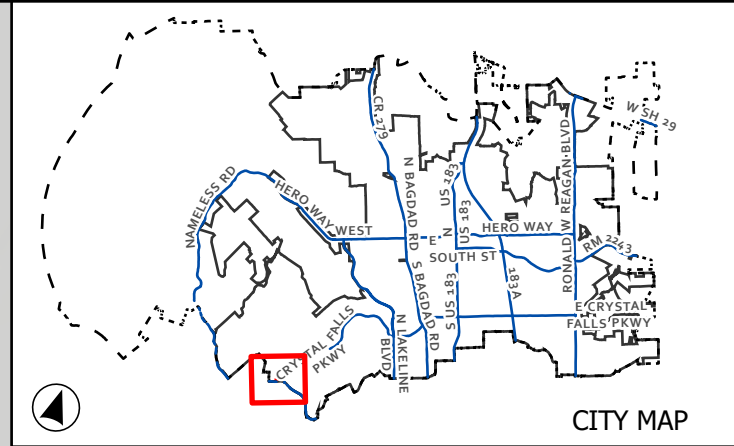
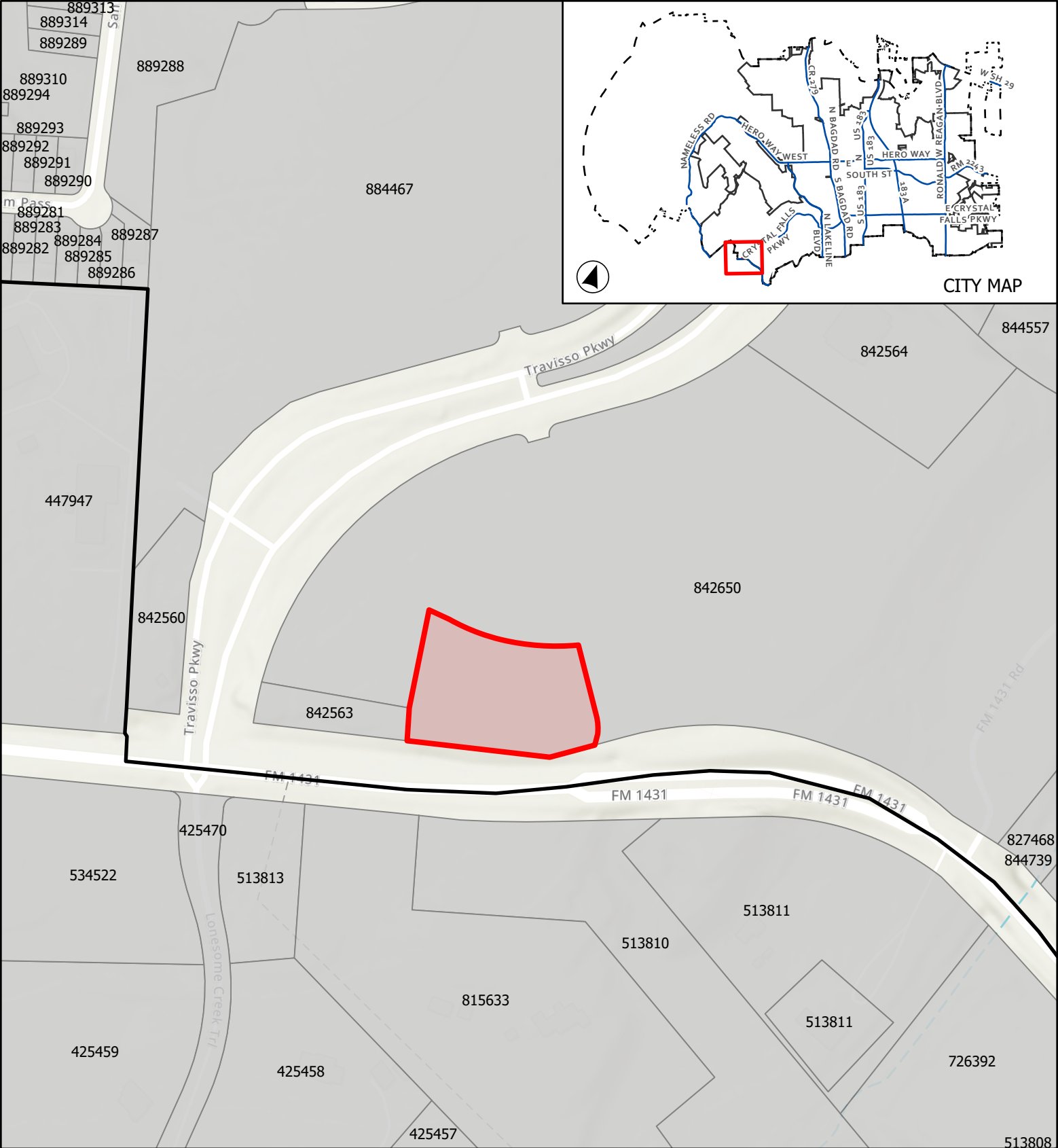
This instrument was acknowledged before me on this 23rd day of August, 2024, by Sanford P. Aron, Manager of Shops at Travisso, LLC & Kualoa Ranch, Inc. company, on behalf of said company.

(SEAL)

Kathleen R. Neuendorff

Notary Public, State of Texas





CASE: DA-24-0003 EXHIBIT A TRAVISSO VILLAGE C-STORE MASONRY AGREEMENT

Location Map

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

0 137.5 275

Feet

- City Limits
- ETJ Boundary
- Subject Boundary

Page 180 of 461



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Acceptance of Infrastructure Improvements for Devine Lake Phase 4 (21-PICP-0029) including streets, drainage, water, and wastewater improvements.

BACKGROUND:

The public infrastructure for the road, drainage, water and wastewater improvements required for Devine Lake Phase 4 has been installed, inspected, and is substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2) year term maintenance bond. An additional maintenance period ending December 8, 2028, was requested and has also been received due to occurrence of early failures on some sections of the roads. In addition, a Letter of Understanding was requested from the owner, contractor and engineer of record, and received which outlines the plan to inspect and correct deficiencies found within the extended maintenance period.

The first maintenance bond will commence its two (2) year term upon City Council acceptance, as anticipated, on October 3, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through October 3, 2026. The second maintenance bond will commence on October 4, 2026, providing warranty and maintenance coverage for the public infrastructure improvements through December 8, 2028. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of each maintenance bond separately to assure that any defects in materials, quality construction, or maintenance are corrected prior to expiration of the bonds.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

The City Staff recommends the City Council's formal acceptance of Devine Lake Phase 4 infrastructure improvements.

PRESENTER:

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

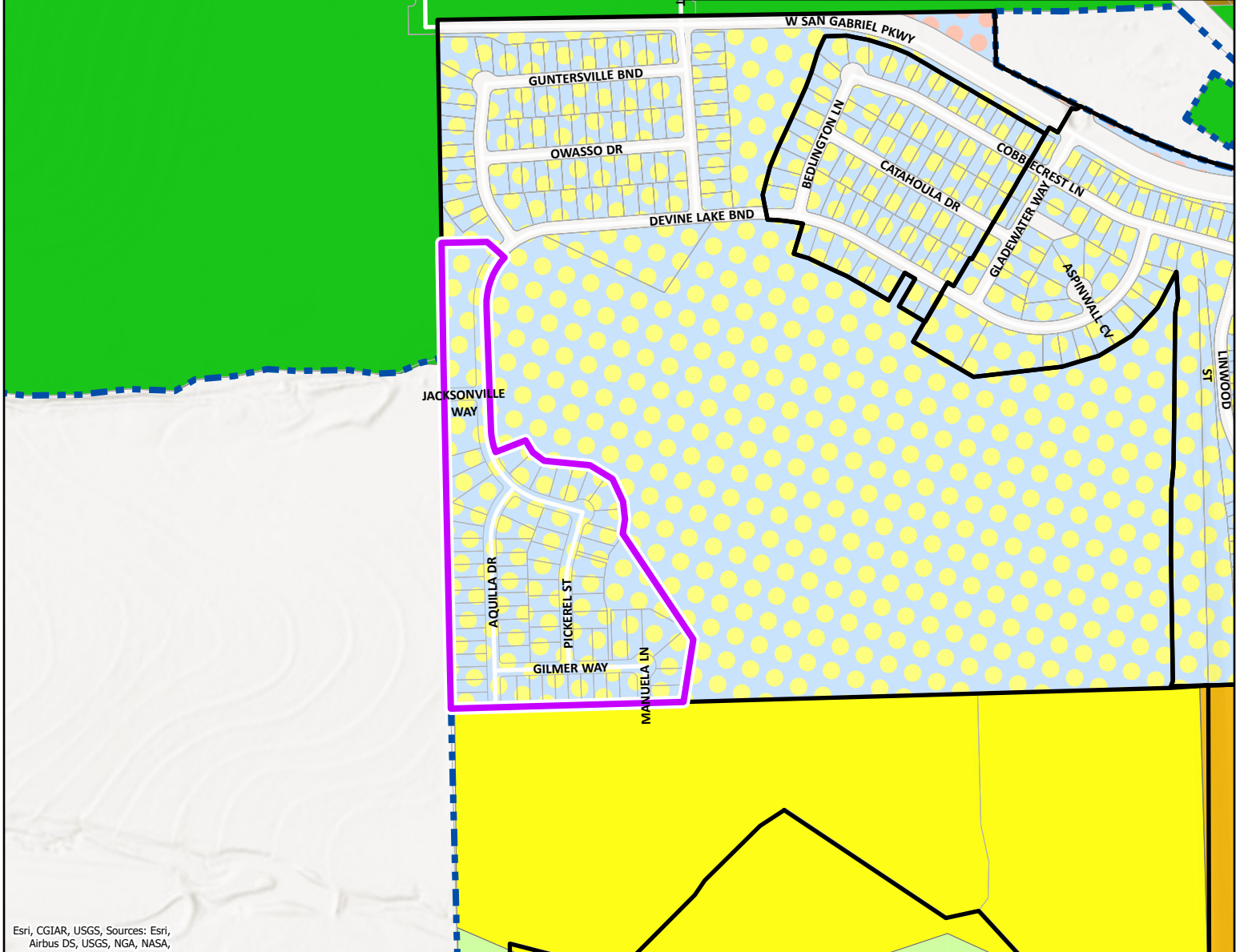
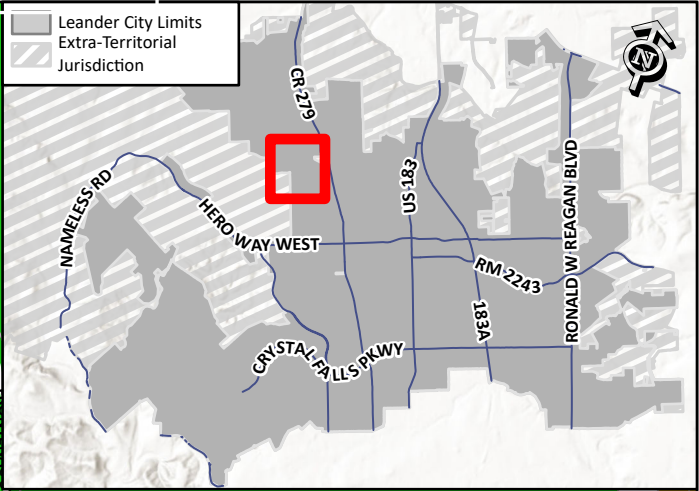
Fiscal Impact

Attachments:

1. Acceptance Documents Devine Lake Phase 4-rev

Location Map

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, 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.



Esri, CGIAR, USGS, Sources: Esri, Airbus DS, USGS, NGA, NASA,

SUBDIVISION ACCEPTANCE

Devine Lake Ph 4 - 21-PICP-0029

City Limits

Accepted Subdivision



RESIDENTIAL

- SFR - Single-Family Rural
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFT - Single-Family Townhouse
- TF - Two Family

RETAIL / COMMERCIAL

- GC - General Commercial

PUD LAND USE

- PUD - Single-Family

PUD - Local Office



0 500 1,000
Feet

Engineer's Concurrence for Project Acceptance

Project: Devine Lake Phase 4

Date: 11/30/2023

City of Leander Issued Permit Number: PICP-21-0029

Owner's Name & Address

Bill Barton - Lennar Homes, Inc.

13620 North FM 620, Building 2, Suite 150

Austin, Texas 78717

Consultant Engineer's Name & Address

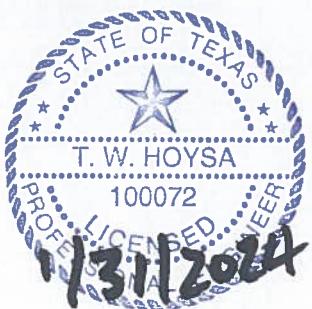
T. Walter Hoysa, P.E. - LJA Engineering

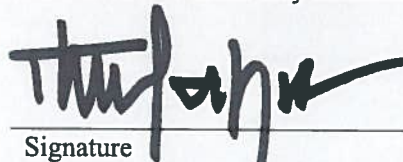
2700 La Frontera Boulevard, Suite 150

Round Rock, Texas 78681

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

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





Signature

T. Walter Hoysa, P.E.

Typed Name

LJA Engineering, Inc.

Engineering Firm Name

F-1386

Registered Engineering Firm Number

(SEAL)



ADA Assistance

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

DATE: November 22, 2023

TO: T. Walter Hoysa
 Central Texa Land Development
 2700 La Frontera, Suite 150
 Round Rock TX 78681

FROM: Robert Ronson, RAS #16

ROBERT RONSON

PROJECT: Devine Lake Phase 4
 Devine Lake Bend, Aquilla Dr, Pickere St
 Leander TX

Inspection performed: 11/21/2023

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: Curb ramp crossing (shown in blue) at Devine Lake Bend & Jacksonville Way, Devine Lake Bend & Aquilla Drive, Aquilla Drive & Gilmer Way, Gilmer Way & Pickerel Street; sidewalks (shown in red) along Block D Lot 1, Lot 29 HOA LS/DE/PAE both sides of Devine Lake Bend.

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

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

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

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



END OF REPORT

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

MAINTENANCE BOND
Subdivision Improvements

Bond No. 022236115

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Five Star Civil Construction, LLC as Principal, whose address is 301 Brushy Creek Road, Ste. 108, Cedar Park, TX 78613, and Liberty Mutual Insurance Company, a Corporation organized under the laws of the State of MA, 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 Four Hundred Eighty Seven Thousand Nine Hundred Twelve And 99/100 Dollars (\$487,912.99) 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 Devine Lake Phase 4 (21-PICP-029) Street, Drainage, Water & 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

Maintenance Bond - 1

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.

Maintenance Bond - 1

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 12th day of January, 2024 .

Five Star Civil Construction, LLC
Principal

By: _____

Title: Ryan Houdek, President

Address: _____

301 Brushy Creek Road, Ste. 108
Cedar Park, TX 78613

Liberty Mutual Insurance Company
Surety

By: _____

Title: Steven W. Dobson, Attorney-in-Fact

Address: _____

7900 Windrose Ave
Plano, TX 75024

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

Maintenance Bond - 1



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205041 - 969219**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John W. Schuler; Patricia Ferguson; Steven W. Dobson

all of the city of Austin state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of January, 2024



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO 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 or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

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

Call: Liberty Mutual Surety Claims at 206-473-6210

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

Mail: P.O. Box 34526 Seattle, WA 98124

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 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Maintenance Bond - 1

Llame a: Liberty Mutual Surety Claims

al 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

September 5, 2024

Emily Truman, P.E.
City Engineer, City of Leander
Development Services Department
201 N Brushy Street
Leander, Texas 78641

RE: Devine Lake Phase 4 – 21-PICP-029
Extended Warranty Letter of Understanding
LJA Project #A245-1001D

Dear Emily:

Devine Lake Phase 4, Public Improvement Construction Plan 21-PICP-029, was completed in November, 2023. The project was designed by LJA Engineering, Inc. (Engineer), was developed by Lennar Homes of Texas, Inc. (Owner), and was constructed by 5Star Civil Construction, LLC. (Contractor). Prior to obtaining City Acceptance of the improvements, unexpected deterioration of portions of the roadway system was noted in April, 2024. Upon further investigation the failures were attributed to an unconfined groundwater conveyance which negatively impacted portions of the roadways.

After extensive coordination with the City of Leander, the project Geotechnical Engineer (MLA Labs, Inc.), and the Engineer, a repair and mitigation plan was approved for construction on or about June 18, 2024. This repair and mitigation plan has been completed.

As a condition of the approval of the repair and mitigation plan, the Owner has agreed to extend the standard two-year warranty period to a term of five (5) years. Pursuant to agreement with the City's Public Works Department the warranty period starts on December 8, 2023 and runs through December 8, 2028. Due to the extended warranty period LJA, 5Star Civil Construction, Lennar Homes of Texas, Inc. propose the following terms to the City of Leander:

1. The Owner, Engineer, and Contractor shall meet with the City of Leander inspection and public works staff on-site at least one time per year for the duration of the warranty period. This meeting will consist of an inspection of the roadway surface and utility appurtenances within the travel way. If the meeting results in a punch-list of required repairs they shall be completed within ten (10) business days.
2. While it is intended that minor or cosmetic deficiencies which develop in the work shall be addressed annually, the City of Leander may request safety or function related repairs of warranted items at any time between the annual meetings. These repairs shall also be made within ten (10) business days.

Extended Warranty Letter of Understanding

Emily Truman, P.E.
City of Leander
Development Services Department
September 5, 2024
Page 2 of 2

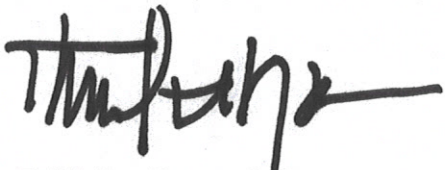
Devine Lake Phase 4

Warranty Letter of Understanding

3. The Contractor (5Star Civil Construction) shall be the responsible party for the warranty period from January 12, 2024 until January 12, 2026 per the in-force bond held by the City. The Owner (Lennar Homes of Texas, Inc.) shall be the responsible party for completion of all groundwater related City required repairs for the balance of the five-year Warranty Period, from January 13, 2026 to December 8, 2028 by a bond to be tendered prior to expiration of the 5Star Bond.
4. Any failure of the completed repairs related to groundwater issues shall be re-designed with an alternative mitigation by the Engineer with input from the Geotechnical Engineer and shall be reviewed by the City prior to implementation.

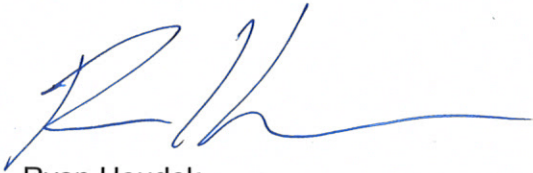
The above points 1 through 3 are already generally included within the warranty bond language but are re-stated here to promote clarity of understanding between the Owner, Contractor, Engineer, and City of Leander.

Very Truly Yours,
LJA ENGINEERING, INC. (Engineer)



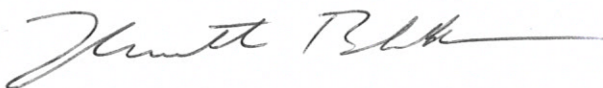
T. Walter Hoysa, P.E.
Vice President

5STAR CIVIL CONSTRUCTION, LLC. (Contractor)



Ryan Houdek
Managing Partner

LENNAR HOMES OF TEXAS, INC. (Owner)



Kenneth Blaker
Vice President of Land

MAINTENANCE BOND
Subdivision Improvements

Bond No. 024278323

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Lennar Homes of Texas Land and Construction, Ltd as Principal, whose address is 13620 N FM 620 Bldg B, Ste 150, Austin, TX 78717 and Liberty Mutual Insurance Company a Corporation organized under the laws of the State of Massachusetts, 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 Four Hundred Eighty Seven Thousand Nine Hundred Twelve and 99/100 Dollars (\$487,912.99) 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 Devine Lake Phase 4 (21-PICP-029 Street, Drainage, Water and 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 from October 4, 2026 to December 8, 2028 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 from October 4, 2026 to December 8, 2028, 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 period from October 4, 2026 to December 8, 2028 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 the period from October 4, 2026 to December 8, 2028; 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.

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 17th day of September, 2024.

Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership
By: U.S. Home, LLC, a Delaware limited liability company, its General Partner

Principal

By: [Signature]

Title: AUTHORIZED AGENT

Address: 13620 N FM 620 Bldg B, Ste 150

Austin, Texas 78717

Liberty Mutual Insurance Company

Surety

By: Teuta Luri
Teuta Luri

Title: Attorney-in-Fact

Address: 175 Berkeley Street

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

Teuta Luri - License #2299495

1717 Main Street, Suite 4400, Dallas, TX 75201

(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210596- 022029**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mario Arzamendi, Madison Diaz, Mary Ann Garcia, Jennie Goonie, Stephanie Gross, Teuta Luri, Cristina Nino, Jessica Richmond, Laura E. Sudduth, Amanda R. Turman-Avina, Misty Witt

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of September, 2024



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

December 1, 2023

Mr. Sarvesh D. Dhakal, PE
Assistant City Engineer
City of Leander
201 N. Brushy Street
Leander, TX 78641

Attn.,

Final Costs and Quantities for
Devine Lake Phase 4 (21-PICP-029)

Dear Sarvesh:

Please find enclosed the final costs and quantities from the general contractor, 5 Star Civil Construction, LLC (5 Star). The quantities break down to the following sub-totals:

Street, Grading, and Erosion Control Improvements	\$ 1,584,084.50
Drainage Improvements	\$ 1,965,650.10
Water Improvements	\$ 433,621.40
Wastewater Improvements	\$ 895,773.90
Total	\$ 4,879.129.90

Maintenance Bond:

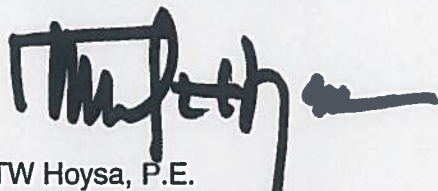
Total Improvements =	\$ 4,879.129.90
Maintenance Bond (10%) =	\$ 487,912.99

Inspection Fee:

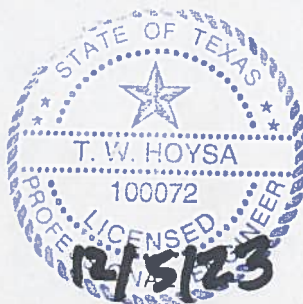
Total Improvements =	\$ 4,879.129.90
Inspection Fees (3.5%) =	\$ 170,769.55
Currently Paid Inspection Fees =	\$ 194,957.78
Remaining Inspection Fees =	\$ (24,188.23)

If we can be of any further assistance, please do not hesitate to call at 512-439-4700.

Very Truly Yours,
LJA ENGINEERING, INC.



TW Hoysa, P.E.
Senior Project Manager



Cost Summary Letter



301 BRUSHY CREEK RD #108
CEDAR PARK, TX 78613

**DEVINE LAKE PHASE 4
CITY OF LEANDER
FINAL COST AND QUANTITIES**

STREET IMPROVEMENTS LOCAL					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	CLEARING AND GRUBBING LOC	42.00	AC	\$ 1,985.00	\$ 83,370.00
2	SUBGRADE PREPARATION	14,525.00	SY	\$ 1.35	\$ 19,608.75
3	BIAXIAL GEOGRID (TENSAR TX-130S OR EQUIVALENT)	14,525.00	SY	\$ 2.05	\$ 29,776.25
4	8" CLB (3' BOC)	14,525.00	SY	\$ 9.00	\$ 130,725.00
5	2" HMAC	10,555.00	SY	\$ 16.00	\$ 168,880.00
6	CURB & GUTTER	7,075.00	LF	\$ 14.10	\$ 99,757.50
7	5' SIDEWALK	2,015.00	LF	\$ 28.70	\$ 57,830.50
8	CONCRETE VALLEY GUTTERS	3.00	EA	\$ 4,905.00	\$ 14,715.00
9	ADA RAMPS	16.00	EA	\$ 1,100.00	\$ 17,600.00
10	EXCAVATION, INCLUDING CUT FROM POND AREA	49,645.00	CY	\$ 2.50	\$ 124,112.50
11	EMBANKMENT, INCLUDING FILL FROM UTILITY SPOILS	54,965.00	CY	\$ 2.50	\$ 137,412.50
12	12' GRAVEL DRIVEWAY FOR POND	1.00	EA	\$ 3,185.00	\$ 3,185.00
13	STREET LIGHTS	25.00	EA	\$ 6,185.00	\$ 154,625.00
14	STREET SIGNS AND STOP BAR	7.00	EA	\$ 980.00	\$ 6,860.00
15	STRIPING & PAINTING	1.00	LS	\$ 8,045.00	\$ 8,045.00
16	GUARD RAIL	785.00	LF	\$ 46.30	\$ 36,345.50
17	RETAINING WALL, ALONG THE BACK OF LOTS PHASE 3	2,215.00	SF	\$ 28.70	\$ 63,570.50
18	TEMPORARY BARRICADES	4.00	EA	\$ 1,380.00	\$ 5,520.00
19	10' TRAIL	2,805.00	LF	\$ 56.20	\$ 157,641.00
20	TRAIL CREEK CROSSING, 3-18" RCP CLASS III WITH 6:1 S.E.T. EACH WAY	1.00	LS	\$ 12,775.00	\$ 12,775.00
21	PRE-CON SILT FENCE, INC MAINTENANCE AND REPAIR DURING CONSTRUCTION	11,880.00	LF	\$ 3.85	\$ 45,738.00
22	POST-CON SILT FENCE	7,060.00	LF	\$ 3.05	\$ 21,533.00
23	TREE PROTECTION	60.00	LF	\$ 8.25	\$ 495.00
24	INLET PROTECTION	20.00	EA	\$ 99.20	\$ 1,984.00
25	STABILIZED CONSTRUCTION ENTRANCE	1.00	EA	\$ 1,600.00	\$ 1,600.00
26	CONCRETE WASHOUT	1.00	EA	\$ 716.00	\$ 716.00
27	ROCK BERM	160.00	LF	\$ 28.70	\$ 4,592.00
28	OUTFALL RIPRAP	1.00	LS	\$ 24,400.00	\$ 24,400.00
29	TEMPORARY RESTORATION/REVEGETATION INCLUDING ALL AREAS IN EASEMENTS, TEMPORARY SPOILS DISPOSAL AREA, AND OFF-SITE BORROW AREA MEETING THE REQUIREMETN 1.4.5	175,300.00	SY	\$ 0.20	\$ 35,060.00
30	PERMANENT RESTORATION/REVEGETATION INCLUDING DETENTION PONDS & AREAS BETWEEN ROW & BACK OF CURB	28,000.00	SY	\$ 1.00	\$ 28,000.00
31	REVEGETATION MATTING	1,730.00	SY	\$ 1.55	\$ 2,681.50
				Total	\$ 1,499,154.50

STREET IMPROVEMENTS - SAN GABRIEL PARKWAY					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	SUBGRADE PREPARATION	740.00	SY	\$ 1.30	\$ 962.00
2	BIAXIAL GEOGRID (TENSAR TX-130S OR EQUIVALENT)	740.00	SY	\$ 3.80	\$ 2,812.00
3	23" CLB (3' BOC)	740.00	SY	\$ 27.80	\$ 20,572.00
4	6" HMAC	560.00	SY	\$ 50.40	\$ 28,224.00
5	CURB & GUTTER	400.00	LF	\$ 14.10	\$ 5,640.00
6	10' SIDEWALK	200.00	LF	\$ 50.70	\$ 10,140.00
7	DEMOLITION AND REPLACE OR REMOVE AND RELOCATE EXISTING STORM SEWER SYSTEM AT SAN GABRIEL PARKWAY	1.00	LS	\$ 15,200.00	\$ 15,200.00
8	STRIPING	1.00	LS	\$ 1,380.00	\$ 1,380.00
				Total	\$ 84,930.00

Cost Summary Letter

DRAINAGE IMPROVEMENTS					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	10' TYPE 1 CURB INLET	19.00	EA	\$ 5,790.00	\$ 110,010.00
2	18" CLASS III RCP	1,235.00	LF	\$ 55.30	\$ 68,295.50
3	24" CLASS III RCP	305.00	LF	\$ 76.90	\$ 23,454.50
4	30" CLASS III RCP	536.00	LF	\$ 115.00	\$ 61,640.00
5	36" CLASS III RCP	496.00	LF	\$ 161.00	\$ 79,856.00
6	42" CLASS III RCP	16.00	LF	\$ 179.00	\$ 2,864.00
7	48" CLASS III RCP	198.00	LF	\$ 251.00	\$ 49,698.00
8	5'X5' BOX STORM SEWER MANHOLE	2.00	EA	\$ 5,795.00	\$ 11,590.00
9	6'X6' BOX STORM SEWER MANHOLE	6.00	EA	\$ 7,225.00	\$ 43,350.00
10	7'X7' BOX STORM SEWER MANHOLE	1.00	EA	\$ 13,500.00	\$ 13,500.00
11	9-8'X3' MBC, PER TXDOT DETAILS	80.00	LF	\$ 6,435.00	\$ 514,800.00
12	13-8'X3' MBC, PER TXDOT DETAILS	60.00	LF	\$ 8,595.00	\$ 515,700.00
13	HEADWALL FOR 8'X3' MBC, PER TXDOT DETAILS	4.00	EA	\$ 73,250.00	\$ 293,000.00
14	VE 42" H 2 RAIL ORNAMENTAL IRON FENCE HANDRAIL	625.00	LF	\$ 82.70	\$ 51,687.50
15	SAFETY END TREATMENT	4.00	EA	\$ 1,985.00	\$ 7,940.00
16	TRENCH SAFETY	2,786.00	LF	\$ 1.10	\$ 3,064.60
17	BATCH DETENTION POND 4 W/SOLENOID CONTROL VALVE RAIN SENSOR, MANHOLE, TRASH RACK, AND ALL OTHER APPURTENANCES EXCLUDING MASS GRADING AND PERMANENT REVEGETATION, TEMPORARY SKIMMER	1.00	LS	\$ 115,200.00	\$ 115,200.00
				Total	\$ 1,965,650.10

WATER IMPROVEMENTS					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	CONNECT TO EXISTING WATERLINE SYSTEM AT STUB	1.00	EA	\$ 3,205.00	\$ 3,205.00
2	8" WATERLINE, AWWA C900, CLASS 350, (DR14)	3,726.00	LF	\$ 69.30	\$ 258,211.80
3	8" GAVE VALVE AND BOX	10.00	EA	\$ 3,195.00	\$ 31,950.00
4	5-1/4" FIRE HYDRANT, INCLUDING 6" DI LEAD, 6" GV & BOX VALVE	5.00	EA	\$ 6,910.00	\$ 34,550.00
5	IRRIGATION SERVICE	1.00	EA	\$ 5,950.00	\$ 5,950.00
6	DOUBLE WATER SERVICE ON 8" WL	31.00	EA	\$ 1,790.00	\$ 55,490.00
7	SINGLE WATER SERVICE ON 8" WL	9.00	EA	\$ 1,630.00	\$ 14,670.00
8	TRENCH SAFETY	3,726.00	LF	\$ 1.10	\$ 4,098.60
9	16" STEEL ENCASEMENT	130.00	LF	\$ 128.00	\$ 16,640.00
10	IRRIGATION SLEEVING, 1X6" AND 2X4" PVC	90.00	LF	\$ 98.40	\$ 8,856.00
				Total	\$ 433,621.40

Cost Summary Letter

WASTEWATER IMPROVEMENTS					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	CONNECT TO EXISTING WASTEWATER SYSTEM AT STUB	1.00	EA	\$ 2,005.00	\$ 2,005.00
2	8" WWL, 0-8' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	265.00	LF	\$ 41.40	\$ 10,971.00
3	8" WWL, 8-10' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	258.00	LF	\$ 41.40	\$ 10,681.20
4	8" WWL, 10-12' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	203.00	LF	\$ 58.90	\$ 11,956.70
5	8" WWL, 12-14' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	223.00	LF	\$ 67.60	\$ 15,074.80
6	8" WWL, 14-16' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	257.00	LF	\$ 83.00	\$ 21,331.00
7	8" WWL, 16-18' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	168.00	LF	\$ 101.00	\$ 16,968.00
8	18" WWL, 16-18' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	568.00	LF	\$ 171.00	\$ 97,128.00
9	18" WWL, 18-20' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	673.00	LF	\$ 184.00	\$ 123,832.00
10	21" WWL, 18-20' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	372.00	LF	\$ 236.00	\$ 87,792.00
11	21" WWL, 20-22' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	335.00	LF	\$ 261.00	\$ 87,435.00
12	4' DIAMETER, WWMH, 0-8' DEPTHS, INCLUDING BOLTED COVER	8.00	EA	\$ 6,085.00	\$ 48,680.00
13	4' DIAMETER (18" WWL), WWMH 0-8' DEPTHS, INCLUDING BOLTED COVER	10.00	EA	\$ 6,170.00	\$ 61,700.00
14	4' DIAMETER (21" WWL), WWMH 0-8' DEPTHS, INCLUDING BOLTED COVER	4.00	EA	\$ 6,275.00	\$ 25,100.00
15	4' DIAM (8" WWL) WWMH EXTRA DEPTH	23.00	VF	\$ 619.00	\$ 14,237.00
16	4' DIA (18" WWL) WWMH EXTRA DEPTH	98.00	VF	\$ 488.00	\$ 47,824.00
17	4' DIA (21" WWL) WWMH EXTRA DEPTH	50.00	VF	\$ 619.00	\$ 30,950.00
18	DOUBLE WASTEWATER SERVICE ON 8" WWL	20.00	EA	\$ 1,730.00	\$ 34,600.00
19	DOUBLE WASTEWATER SERVICE ON 18" WWL	15.00	EA	\$ 1,740.00	\$ 26,100.00
20	SIGNLE WASTEWATER SERVICE ON 18" WWL	1.00	EA	\$ 1,545.00	\$ 1,545.00
21	30" STEEL ENCASEMENT	240.00	LF	\$ 214.00	\$ 51,360.00
22	TRENCH SAFETY	3,322.00	LF	\$ 1.10	\$ 3,654.20
23	GRAVEL FOR GROUND WATER MITIGATION	1,750.00	CY	\$ 35.50	\$ 62,125.00
24	6" PVC FOR GROUND WATER MITIGATION	60.00	LF	\$ 45.40	\$ 2,724.00
Total					\$ 895,773.90

TOTAL CONSTRUCTION COSTS			
ITEM	DESCRIPTION	COST AMOUNT	
	STREET IMPROVEMENTS LOCAL	\$	1,499,154.50
	STREET IMPROVEMENTS - SAN GABRIEL PARKWAY	\$	84,930.00
	DRAINAGE IMPROVEMENTS	\$	1,965,650.10
	WATER IMPROVEMENTS	\$	433,621.40
	WASTEWATER IMPROVEMENTS	\$	895,773.90
		GRAND TOTAL	\$ 4,879,129.90
		2 YRS @ 10%	\$ 487,912.99

LOGAN GREEN

Project Manager - Five Star Civil Construction

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

STATE OF TEXAS
COUNTY OF

Date: 2-9-24

Developer: Leander Homes, Inc

Contractor/Material

Provider ("Affiant"): Five Star Civil Construction, LLC

Project: Devine Lake Ph.4 21-PLCP-029

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 1st day of Feb, 2024.

Initialed: MC

PAGE 1 of 2

Affidavit of Final Bill Paid

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

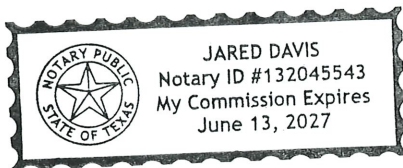
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Matt Cummings, 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 1st day of 2, 24.

[S E A L]



Notary in and for the State of Texas

Name: Jared Davis

My commission expires: 6-13-27

Initialed: _____

PAGE 2 of 2



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-22-0036 Travisso Phase 4, Sections 9 and 10 Final Plat; more particularly described by Travis Central Appraisal District Parcel 353024, generally located south of the intersection of Sondrio Bend and Forenza Trace, Leander, Travis County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Travisso Phase 4, Sections 9 & 10 Final Plat application. Article II, Section 24 (g) includes the following provisions.

(g) Application Expiration.

- (1) The Final Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
- (2) The Planning Department may grant one six (6)- month extension if the applicant can show substantial progress in obtaining approval of the final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

The applicant is requesting additional time to allow for the continuation of coordination with LCRA.

HISTORY/TIMELINE:

02/24/2022 - Preliminary Plat Approved
08/26/2023 - Final Plat Application Expired, Staff Extension Granted
02/26/2024 - Final Plat Application Staff Extension Expired
08/26/2024 - Final Plat Application City Council Extension Expired

APPLICANT/AGENT:

Pape-Dawson Engineers, Inc. (Aimee Chavez) on behalf of Travisso, Ltd. (Mark Berman)

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to February 26, 2025 and will allow the developer to finalize the plat requirements and schedule the plat for staff approval.

PRESENTER:

Fiscal Impact

Attachments:

1. FP-22-0036 Att 1 Request Letter - Travisso Phase 4, Sections 9 & 10 Extension
2. FP-22-0036 Att 2 Location Map - Travisso Phase 4, Sections 9 & 10 Extension
3. FP-22-0036 Att 3 Ordinance - Travisso Phase 4, Sections 9 & 10 Extension

September 13, 2024

City of Leander
City Council
201 North Brushy Street
Leander, Texas 78646-0319

RE: Travisso Phase 4, Sections 9 & 10 Final Plat (FP-22-0036)
Expiration Extension Request Letter

Dear Council:

The Travisso Phase 4, Sections 9 & 10 Final Plat (FP-22-0036) received initial comments from the City of Leander on December 28th, 2022 with an expiration date of August 26th, 2023.

Two extensions were then granted for an additional six months each, to set a new expiration date of September 28th, 2024.

Due to continued delays in the LCRA review related to this project, we request an additional six month extension on the Travisso Phase 4, Sections 9 & 10 Final Plat expiration date to March 28th, 2024.

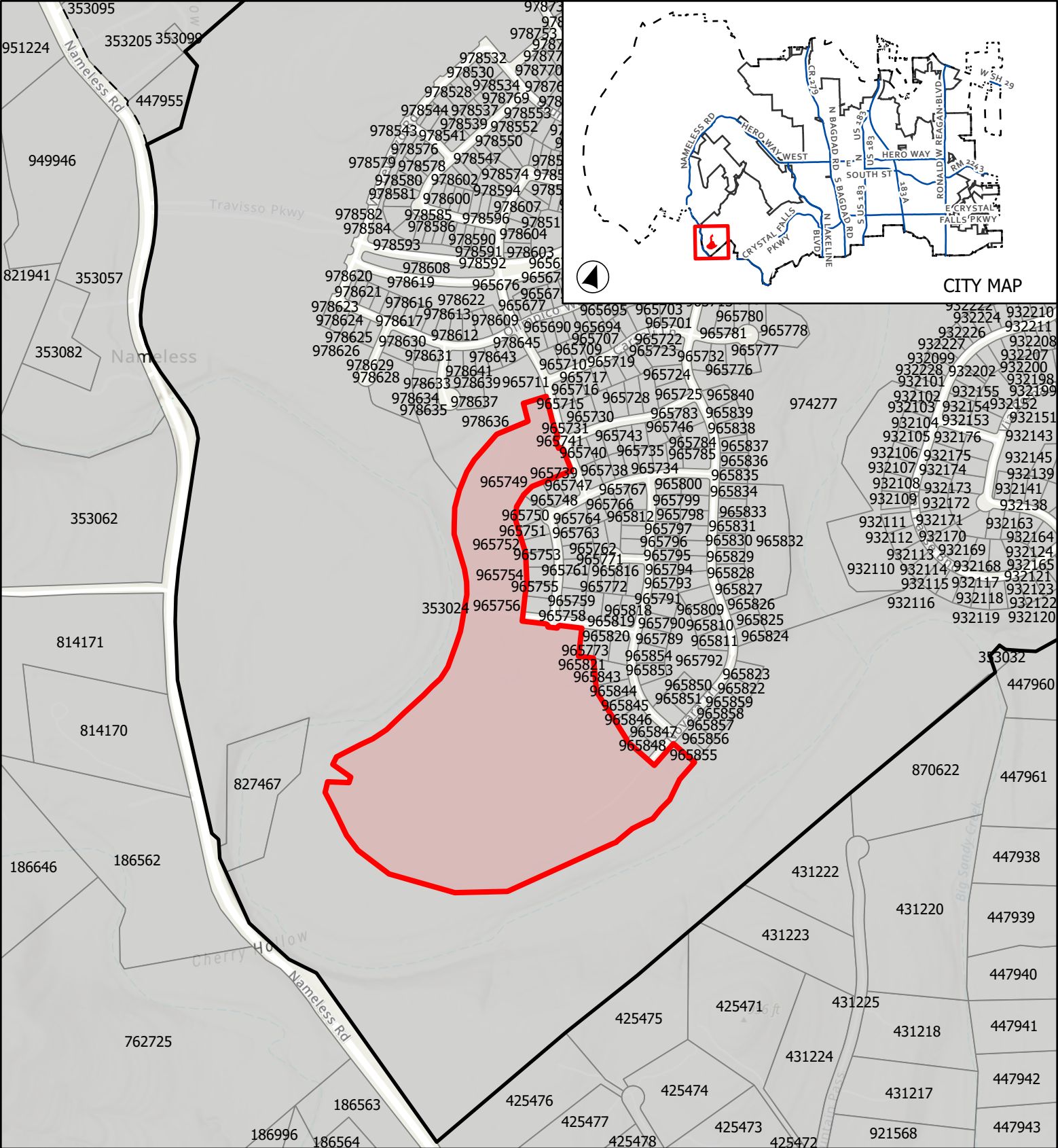
Please let me know if you have any additional questions or comments.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration #470



Aimee Chavez, P.E.
Associate Vice President

H:\Projects\508\92\45\216 Final Plat\Documents\Plan Processing\City\240911 Extension\240911 Travisso Phase 4, Sections 9 & 10 - Extension Letter.docx



CASE: FP-22-0036

ATTATCHMENT 2

TRAVISSO PH 4, SEC 9 & 10

Location Map

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



0 325 650



Feet

-  City Limits
 ETJ Boundary
 Subject Boundary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN
EXTENSION OF THE EXPIRATION OF THE FINAL PLAT
APPLICATION FOR THE TRAVISSO PHASE 4, SECTIONS 9 & 10
SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City’s Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City’s Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the final plat application (the “Final Plat Application”) which expired on or about February 26, 2024;

WHEREAS, the City Council granted one six (6) month extension for the final plat application (the “Final Plat Application”) which expired on or about August 26, 2024;

WHEREAS, the City Council of the City of Leander, Texas (the “City”) finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

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

SECTION 1. Findings of Fact. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Final Plat Application to February 26, 2025. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before to February 26, 2025, the Final Plat Application shall expire.

SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act,

Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on First Reading this the 3rd day of October, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case SFP-22-0013 Replat Lot 1 Block A, Journey Bible Fellowship Short-Form Final Plat; more particularly described by Williamson Central Appraisal District Parcel R559264, generally located north of Journey Parkway, approximately 300 feet east of Bull Nettle Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Journey Bible Fellowship Short-Form Final Plat application. Article II, Section 24 (g) includes the following provisions.

(g) Application Expiration.

- (1) The Final Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
- (2) The Planning Department may grant one six (6)- month extension if the applicant can show substantial progress in obtaining approval of the final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

The applicant is requesting additional time due to changes in the financing of the project which caused some delays.

HISTORY/TIMELINE:

06/08/2023 – Short-Form Final Plat Expired, Staff Extension Granted
12/08/2023 – Short-Form Final Plat Application Staff Extension Expired
06/08/2024 – Short-Form Final Plat Application City Council Extension Expired

APPLICANT/AGENT:

PLACE Designer, Inc. (Garrison Ragsdale) on behalf of Polnaszek Holdings, LLC. (Cynthia Plnaszek)

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to December 8, 2024 and will allow the developer to finalize the plat requirements and schedule the plat for staff approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. SFP-22-0013 Att 1 Request Letter - Replat Lot 1 Block A, Journey Bible Fellowship
2. SFP-22-0013 Att 2 Location Map - Replat Lot 1 Block A, Journey Bible Fellowship
3. SFP-22-0013 Att 3 Ordinance - Replat Lot 1 Block A, Journey Bible Fellowship



September 23, 2024

Justin Hunt, Planner

City of Leander

RE: SFP-22-0013 Replat Lot 1 Block A, Journey Bible Fellowship Short Form Final Plat Application Expiration – Extension Request

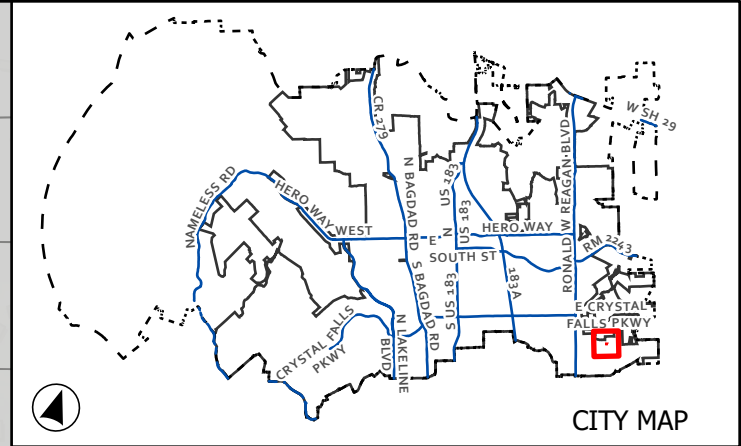
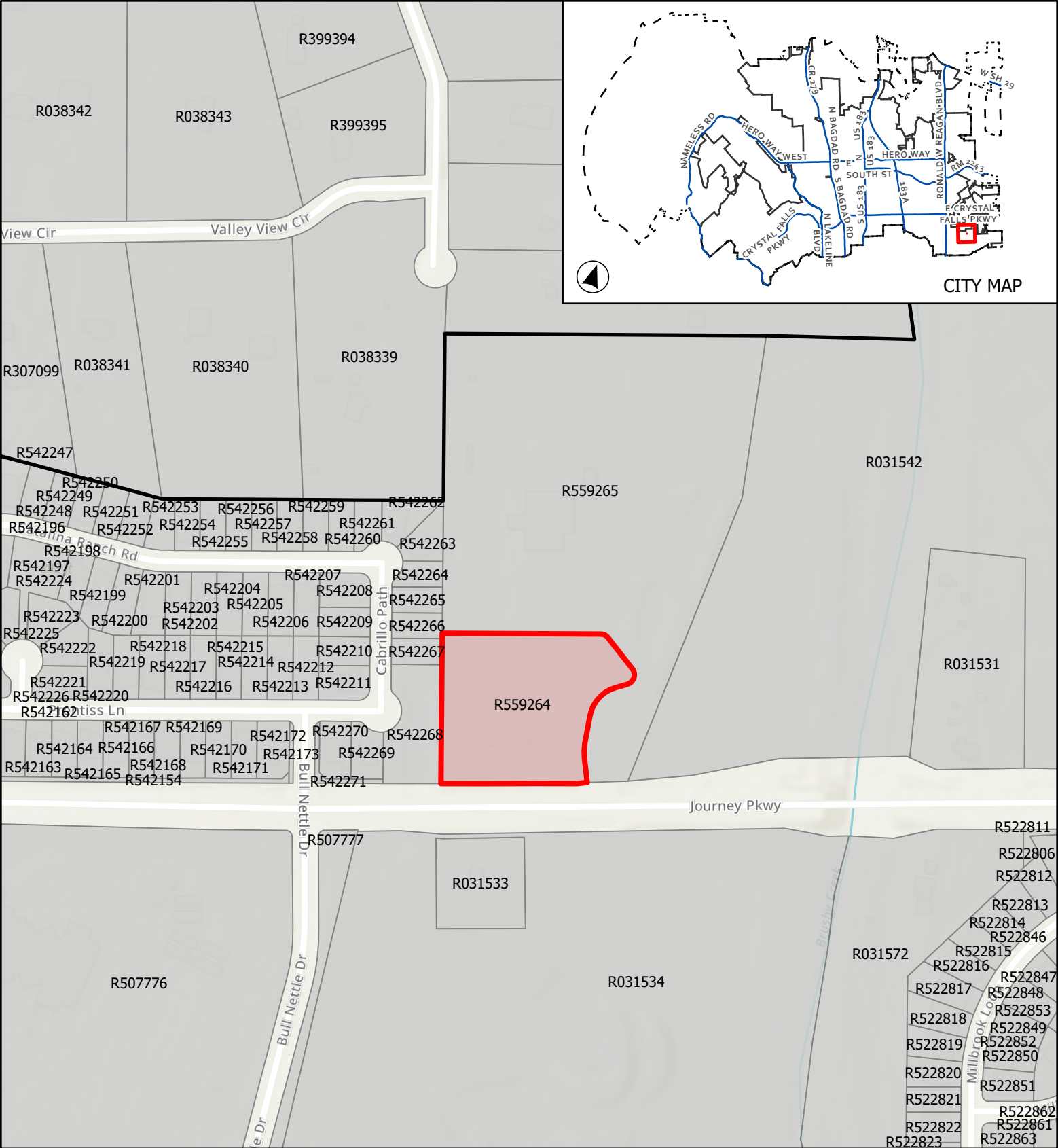
Justin,

The purpose of this letter is to request an extension for the approval of a Final Plat at the above referenced Final Plat Application. The reason for the extension is due to a refinance of the property in June 2024, which created a change in lienholder. The release of the deed took many months to be recorded with Williamson County, further adding to the delay.

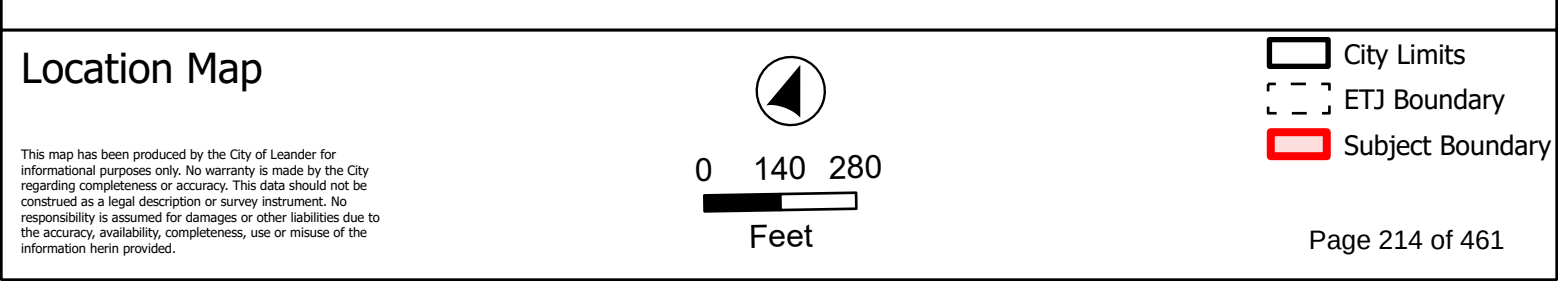
Sincerely,

A handwritten signature in black ink, appearing to read 'Cynthia Polnaszek', with a long horizontal line extending to the right.

Cynthia Polnaszek, Owner



CASE: SFP-22-0013 ATTACHMENT 2 JOURNEY BIBLE FELLOWSHIP
REPLAT LOT 1, BLOCK A



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN
EXTENSION OF THE EXPIRATION OF THE SHORT FORM FINAL
PLAT APPLICATION FOR THE REPLAT OF LOT 1 BLOCK A,
JOURNEY BIBLE FELLOWSHIP SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City’s Subdivision Ordinance provides that the short form final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the short form final plat are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City’s Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the short form final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the short form final plat application (the “Short Form Final Plat Application”) which expired on or about December 08, 2023;

WHEREAS, the City Council granted one six (6) month extension for the short form final plat application (the “Short Form Final Plat Application”) which expired on or about June 08, 2024;

WHEREAS, the City Council of the City of Leander, Texas (the “City”) finds that there is good reason to grant an extension of the expiration date for the Short Form Final Plat Application because the applicant is actively working to address the short form final plat comments and move forward with short form final plat within a reasonable timeframe;

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

SECTION 1. Findings of Fact. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Short Form Final Plat Application to December 8, 2024. In the event that the Short Form Final Plat Application is not approved by the Planning and Zoning Commission on or before to December 8, 2024, the Short Form Final Plat Application shall expire.

SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its

passage in accordance with the City Charter.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on First Reading this the 3rd day of October, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Approval of Development Agreement Case DA-24-0018 regarding 7 Brew Coffee development on one (1) parcel of land approximately 1.08 acres ± in size, more particularly described by Williamson County Appraisal District Parcel R600638; generally located at 19386 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

The project is proposing a coffee shop with a drive-through service lane. The drive-through service lane is proposed to be located between the front of the building and the right-of-way of Ronald W. Reagan Boulevard. Article VI, Section 1 (e)(8) of the Composite Zoning Ordinance allows for drive-through service lanes to be permitted between the building and the arterial as long as the building is comprised of one hundred (100%) percent Masonry.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Barshop & Oles Company (Robbie Keithley) on behalf of RR 29 Retail, Ltd. (Pat Oles)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. DA-24-0018 Att 1 100% Masonry Agreement

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE 7 Brew Coffee**

This Development Agreement Establishing Development Standards for the **7 Brew Coffee Site Plan** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **RR 29 Retail, LTD** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 1.08 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for Coffee Shop Retail (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

- (a) Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a)** Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b)** This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of written notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by

the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78641
Williamson County

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz, Partner
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Travis County

Any notice mailed to the Developer shall be addressed:

RR 29 Retail, Ltd
Attn: Pat Oles, President
901 S. Mopac Expwy, Barton Oaks Plaza II, Suite 550
Austin, Texas 78746
Travis County

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Recordation. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i)

boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the ____ day of _____, 20__.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

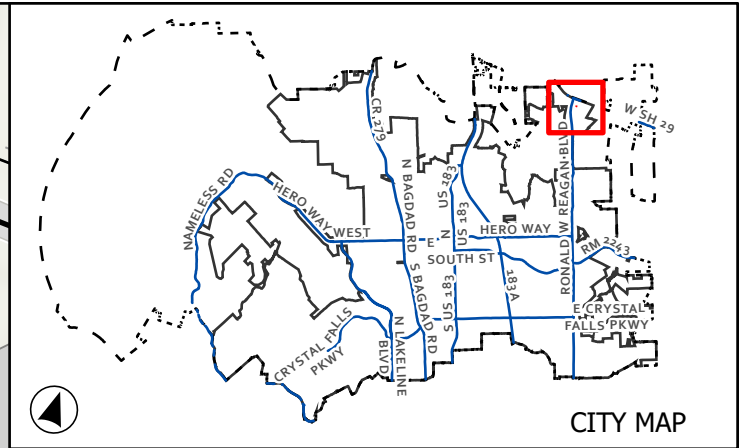
By: _____
Name: Pat Oles
Title: President

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of _____, a _____ company, on behalf of said company.

(SEAL)

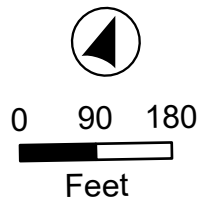
Notary Public, State of Texas



CASE: DA-24-0018 **EXHIBIT A** **7 BREW COFFEE MASONRY DEVELOPMENT AGREEMENT**

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0012 to amend the Transportation Master Plan as set forth in the Comprehensive Plan, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0012 as described above.

BACKGROUND:

This request is the second step in the Comprehensive Plan amendment process. The Comprehensive Plan was adopted on April 1, 2021 and included goals related to the Transportation Master Plan (TMP). The TMP was updated May 6, 2021 and June 1, 2023, since the adoption of the latest update the City has re-evaluated several roads and is proposing the following changes:

- CR 175 realignment at new RM 2243 intersection
- Raider Way realignment from Torre Street to Hero Way
- CR 267 north of San Gabriel River to Bar W Ranch Blvd removal from the thoroughfare map
- W Broade Street north of Coba Street removal from the thoroughfare map
- Unnamed collector roads around proposed Home Depot site at 183A realignment

The TMP is intended to be the guidebook for the City of Leander on what the future roadway network looks like and what future investments in the roadway infrastructure should be made. This document evaluates existing conditions to provide an update to the Thoroughfare Plan map that accounts for constrained facilities and prioritizes projects to formulate a strategic Capital Improvements Plan (CIP) for the next ten (10) years. In addition, the TMP includes tools, frameworks, and recommendations for the following topic areas:

- Sidewalk, Trail, and other Bike Facility planning
- Intersection Control Evaluation processes, decision charts, and project development framework
- Diagnostic of existing policies in Leander to modernize and update for support of transportation systems
- An overview of funding available to help pay for transportation projects

The results of this study and recommendations were combined into the short term and long term CIP - the primary implementation tool for the master plan. Figure E-1 shows all the planned projects geographically by project type.

HISTORY/TIMELINE:

04/01/2021 - Comprehensive Plan Update
05/06/2021 - Transportation Master Plan Update
06/01/2023 - Transportation Master Plan Update
09/26/2024 - Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the Transportation Master Plan. During the meeting of September 26, 2024, the Planning & Zoning Commission recommended approval. The proposed changes to Heritage Grove Road were removed to allow the City to work with the adjacent property owners on the alignment.

PRESENTER:

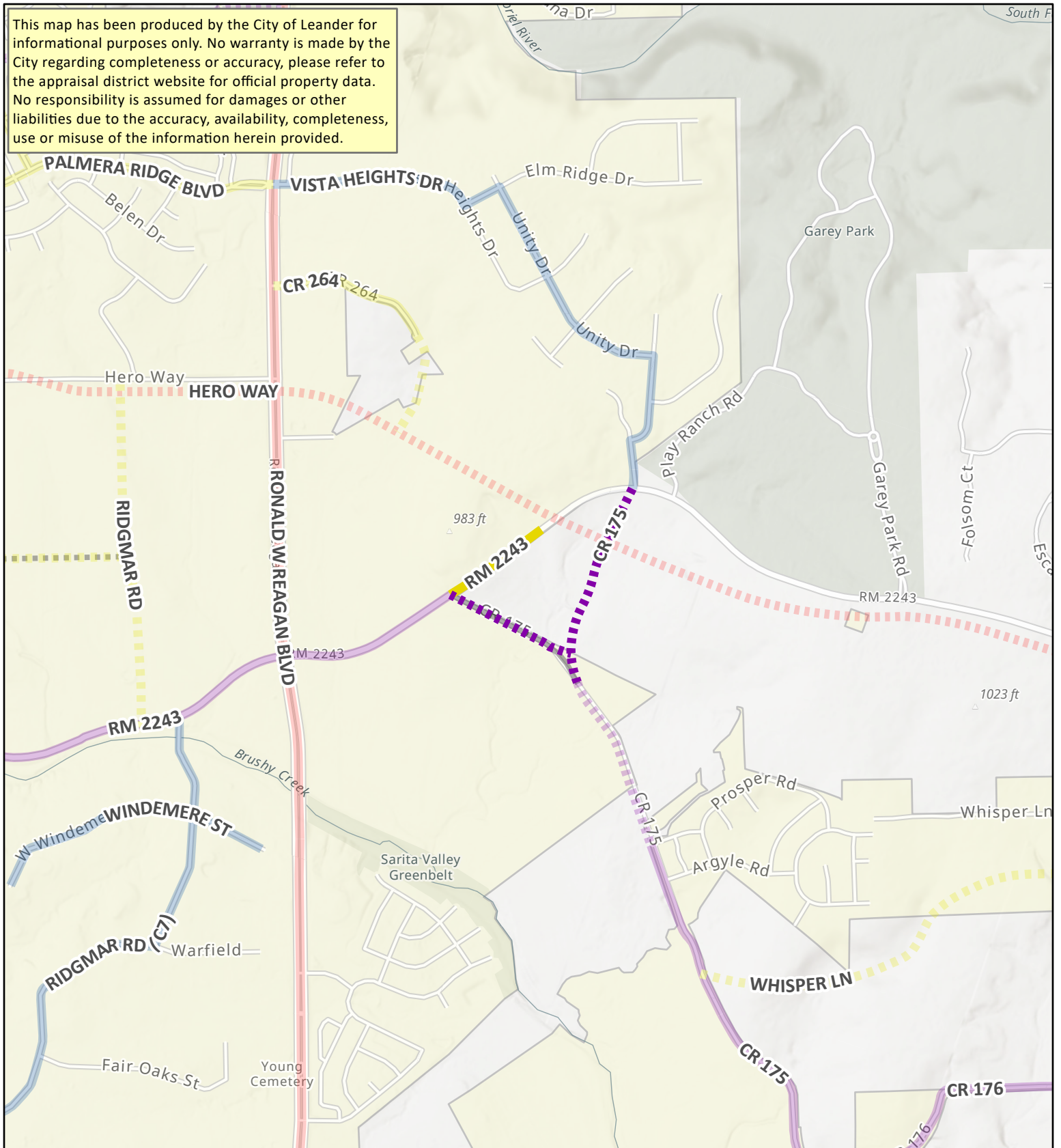
Sarvesh Dhakal, PE, CFM, Assistant City Engineer, Floodplain Administrator

Fiscal Impact

Attachments:

1. CPA-24-0012 Att 1 Thoroughfare Plan Amendments 2024_09_16
2. CPA-24-0012 Att 2 Ordinance - Transportation Master Plan
3. Att 3 9-26-2024 Draft P & Z Minutes

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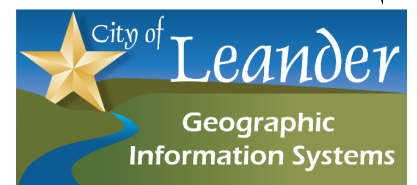


THOROUGHFARE PLAN AMENDMENTS

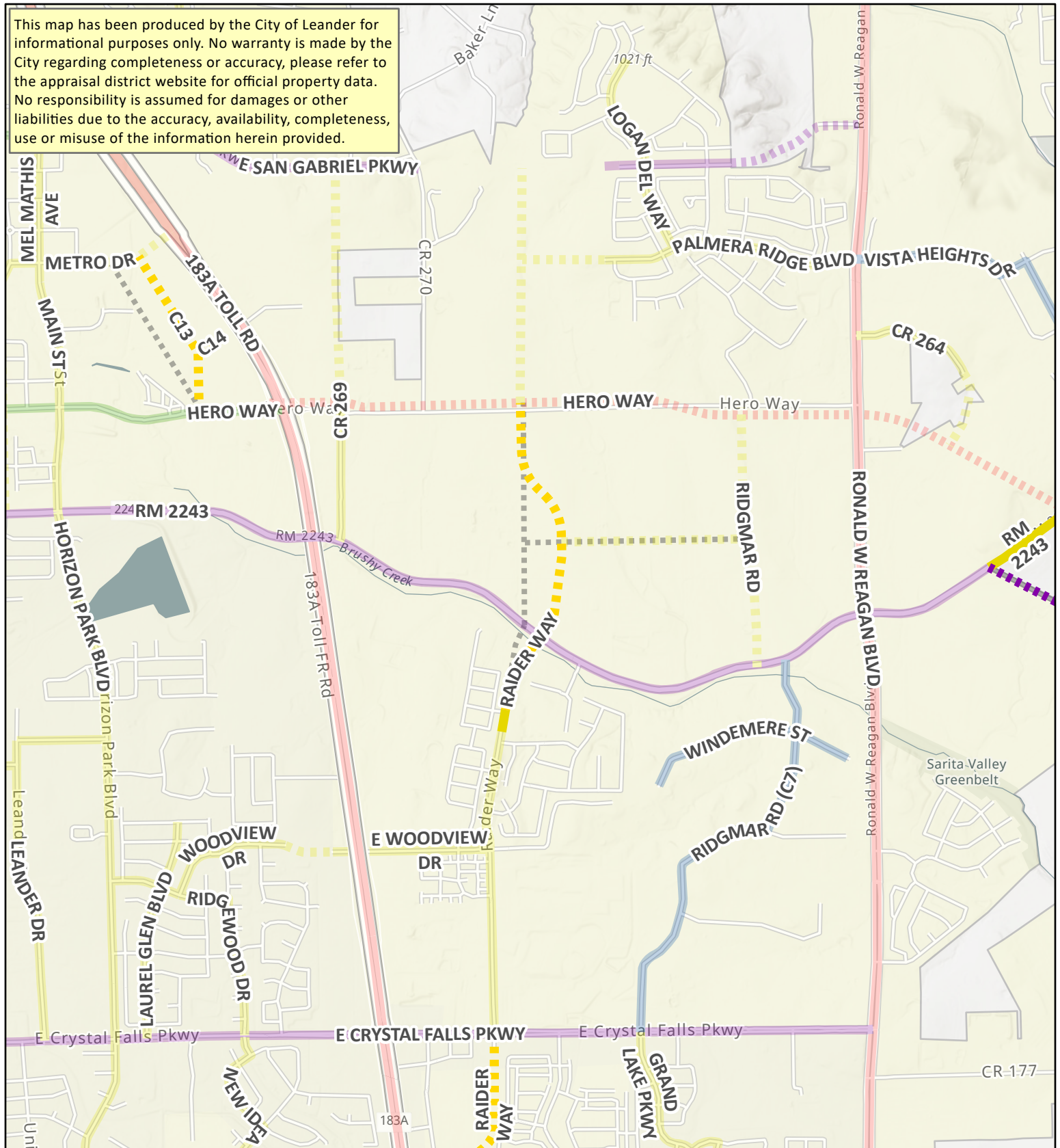
CR 175

Change Description: CR 175 alignment and tie into New 2243 from County.

- Existing Collector
- - - Proposed Arterial 4



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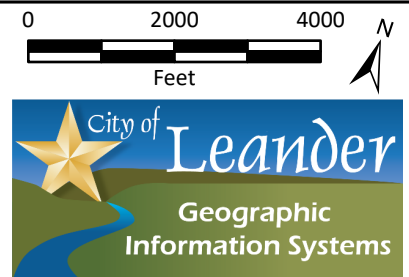


THOROUGHFARE PLAN AMENDMENTS

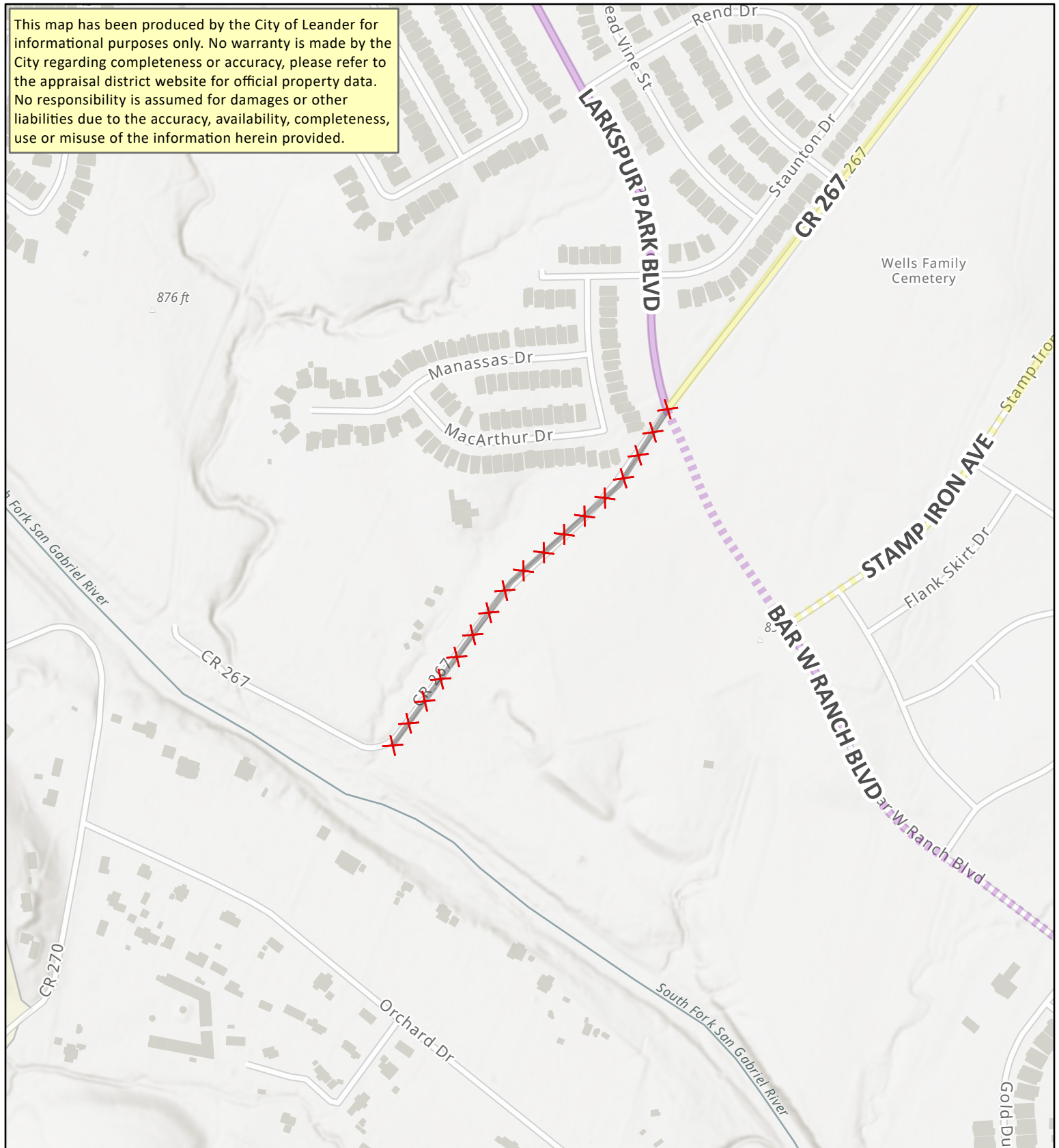
RAIDER WAY

Change Description: Raider Way alignment from Torre to Hero Way from Raider Way Study. (Kimley Horn)

- Existing Collector
- Proposed Arterial 4
- Proposed Collector



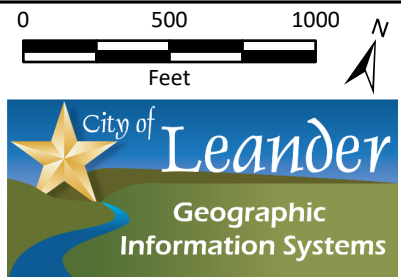
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THOROUGHFARE PLAN AMENDMENTS

CR 267

Change Description: CR 267 south of Bar W Ranch Blvd has been vacated and removed from the Thoroughfare Plan.



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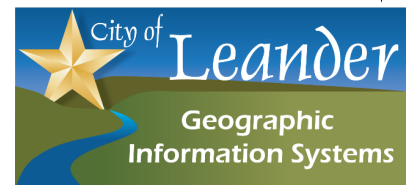
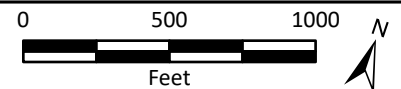


THOROUGHFARE PLAN AMENDMENTS

C13 AND C14

Change Description: Realignment for Collector C13 and addition of C14 connector to 183A

Proposed Collector



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE TRANSPORTATION MASTER PLAN; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, it is necessary and reasonable for the City of Leander, Texas, a Texas home-rule municipality, (herein the “City”) to update its Transportation Master Plan for the City, which is Appendix E of the Comprehensive Plan and provides guidance for the City of Leander on what the future roadway network looks like and what future investments in the roadway infrastructure should be made;

WHEREAS, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

WHEREAS, after review, inquiry and the opportunity for citizen participation at public hearings and an opportunity for the Planning and Zoning Commission to review and provide a recommendation on the proposed amendments to the Transportation Master Plan, the City Council has found the adoption of the Transportation Master Plan hereinafter set forth and listed in this Ordinance is reasonable and necessary for the public health, safety, morals and welfare.

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. Transportation Master Plan Updated. The City Council hereby updates the Transportation Plan of the City of Leander (the “Plan”) which includes the Thoroughfare Map (the “Map”) that is spread upon the minutes of this meeting and as shown in the attached Exhibit A. The Plan and Map shall be kept in the office of the Planning Department Secretary and shall be available for public inspection during normal office hours.

SECTION 3. Conflict with Austin Transportation Criteria Manual. In the event of a conflict between the Austin Transportation Criteria Manual adopted by the City and the Plan or the Maps, the Plan and/or the Maps shall control.

SECTION 4. Amendment of Conflicting Ordinances. The City of Leander Transportation Plan and Thoroughfare Map previously adopted by Ordinance No. 23-030-00 are hereby amended to read as set forth in the Transportation Plan and Thoroughfare Map spread upon the minutes of this meeting. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

SECTION 5. Savings. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the Transportation Plan or the Thoroughfare Map within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

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, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this the 3rd day of October, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 26, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss**

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

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All Commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the September 19, 2024 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

6. Approval of the minutes for meeting held on September 12, 2024
Motion: To approve Consent Agenda Item # 6

By: Board Member May
Seconded: Board Member Calame

Vote: 7 - 0 None

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-24-0012 to amend the Transportation Master Plan as set forth in the Comprehensive Plan, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0012 as described above.

No one wished to speak.

Motion: To approve CPA-24-0012

By: Board Member Calame

Seconded: Board Member Oliver

Vote: 7 - 0 None

8. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-24-0013 to update the Wastewater Master Plan; Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0013 as described above.

No one wished to speak

Motion: to approve CPA-24-0013

By: Board Member Calame

Seconded: Board Member Oliver

Vote: 7 - 0 None

REGULAR AGENDA

9. Adjournment Adjournment at 6:45 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0013 to update the Wastewater Master Plan; Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0013 as described above.

BACKGROUND:

As part of Wastewater Collection System Masterplan update, George Butler Associates, Inc was tasked in January 2023 to study the City's wastewater collection system including data collection, growth projections, system calibration and modeling, and provide a list of capital improvement projects as recommendations. The study was conducted to identify the City's wastewater infrastructure needs and meet wastewater collection system demands for smooth operations and future growth as part of the City's wastewater infrastructure planning.

The professional engineering services for this task was executed under task number GBA-007 under solicitation #S20-052. This study is planned to update the existing wastewater masterplan from March 2008 which was restudied in 2017. As a part of the City's Comprehensive Plan, the infrastructure masterplans are updated every five (5) years.

This wastewater collection system masterplan update takes into consideration the most recent growth patterns in the city and recommends capital projects in combination of gravity lines, force mains and lift stations for the immediate, five (5) year, ten (10) year and twenty (20) year time horizons as listed in the final report. The study recommends a total of forty-three (43) capital wastewater projects with an estimated planning level cost of \$266,000,000.00; of which, there are two (2) immediate relief projects and additional projects; three (3) projects for five (5) year, fifteen (15) projects for 10-year and twenty-three (23) projects for twenty (20)year growth horizons.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the Wastewater Master Plan update. During the meeting of September 26, 2024 the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. CPA-24-0013 At 1 Leander Collection System Master Plan
2. CPA-24-0013 Att 2 Ordinance - Wastewater Master Plan Update
3. 9-26-2024 Draft P & Z Minutes



City of
Leander

COLLECTION SYSTEM MASTER PLAN

CITY OF LEANDER, TEXAS

FINAL REPORT

JUNE 2024



TBPE Firm No. 4242
9601 Amberglen Blvd, Ste. 109
Austin, TX 78729
www.gbateam.com

GBA PN 15393.01

City of Leander, Texas
Collection System Master Plan
June 2024

Prepared for:

City of Leander, Texas

Prepared by:

GBA
TBPE Firm No. 4242
9601 Amberglen Blvd, Ste. 109
Austin, TX 78729



GBA PN: 15393.01

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List of Acronyms and Abbreviations

ADDF	Average Daily Dry-Weather Flow
CCI	Construction Cost Index
CCTV	Closed-Circuit Television
CIP	Capital Improvements Program
CIWEM	Chartered Institution of Water and Environmental Management
ENR	Engineering News-Record
ETJ	Extraterritorial Jurisdiction
fps	Feet Per Second
FM	Flow Meter or Force Main
GIS	Geographic Information System
I/I	Inflow and Infiltration
LF	Linear Foot
LS	Lift Station
LUE	Living Unit Equivalent
MG/MGD	Million Gallons/Million Gallons per Day
MUD	Municipal Utility District
O&M	Operations & Maintenance
OPCC	Opinion of Probable Construction Cost
OSSF	On-Site Septic Facilities
PCSWMM	Personal Computer Storm Water Management Model (EPA)
PDWF	Peak Dry Weather Flow
PVC	Polyvinyl Chloride
PWWF	Peak Wet Weather Flow
RDII	Rainfall Dependent Inflow and Infiltration
ROW	Right-of-Way
RM	Ranch-To-Market Road (as in RM2243)
SRTC	Sensitivity-Based Radio Tuning Calibration
SSO	Sanitary Sewer Overflow
TCEQ	Texas Commission on Environmental Quality
UCM	Austin Utilities Criteria Manual
WWTP	Wastewater Treatment Plant

0 EXECUTIVE SUMMARY

The City of Leander (City) retained GBA to prepare a Collection System Master Plan for the next 20-year period. Rapid growth has occurred since the City's most recent wastewater master plan completed in 2017, prompting the need for an updated plan. The purpose of this plan is to guide the City towards a wastewater collection system that supports and serves the City's evolving needs and continued growth. Objectives completed as part of this master planning project include the following:

- Collected manhole data in the field for sewers 12 inches or greater to develop the hydraulic model network and collect asset information.
- Identified growth areas and projected wastewater flows within the study area using City-provided population growth projections and development maps.
- Established planning-level design criteria for existing and future infrastructure.
- Developed a hydraulic model of the existing collection system in PCSWMM calibrated to Fall 2022 flow monitoring data.
- Conducted model simulations for existing conditions, 5-year, 10-year, and 20-year growth conditions to identify necessary improvements to meet established design criteria.
- Conceptualized sewer extensions to accommodate growth in the future service areas and developed estimated costs.
- Developed a list of projects to address existing and future wastewater infrastructure needs, along with estimated costs, for present day, 5-year, 10-year, and 20-year growth conditions.

Population projections provided by the City estimate Leander's population will grow by over 120,000 over the next 20 years. This growth is expected to occur throughout the City's extra-territorial jurisdiction (ETJ), particularly in areas with less existing development. For example, the City anticipates a significant portion of growth will be concentrated in the northwest region of the City (please see Chapter 6.10 for a conceptual plan for that area). To serve the anticipated growth, significant investment in wastewater infrastructure will be required throughout the City.

A 5-year, 6-hour storm event was utilized in the calibrated, hydraulic model to generate peak wet weather flows for existing infrastructure. The 5-year, 6-hour design storm method was selected based on established practices in modeling by the City of Austin and other nearby municipalities and to provide a balance of conservatism and practicality when estimating inflow and infiltration. Design criteria from the Austin Utility Criteria Manual (UCM) was used to estimate design flows for extension projects that would extend City sewer service beyond current service limits.

The hydraulic model developed for this plan was calibrated to Fall 2022 flow monitoring data, which demonstrated higher levels of inflow and infiltration (I/I) in certain basins within the City's existing sewer system. To address condition and capacity concerns in the existing sewers, it is recommended the City continue to engage in I/I mitigation efforts.

It is important to note that these I/I mitigation efforts have the potential to reduce peak wet weather flows in the existing system. If peak wet weather flows are reduced, then relief or upsizing projects may be delayed or avoided. However, the degree of I/I reduction that can be achieved is not certain. To determine if a relief project can be delayed or avoided, targeted pre- and post-rehabilitation flow monitoring will be required to confirm actual flow conditions after I/I reduction projects have been implemented.

Model simulations predict there are interceptors in the Block House Creek and Mason Creek basins not currently sized to adequately convey peak flows during 5-year, 6-hour design storm conditions. It is recommended that the City confirm and corroborate model results before embarking on large-scale relief or replacement projects. Targeted field investigations (e.g., manhole surcharge checks and flow monitoring) would help confirm the necessity and urgency of these relief projects.

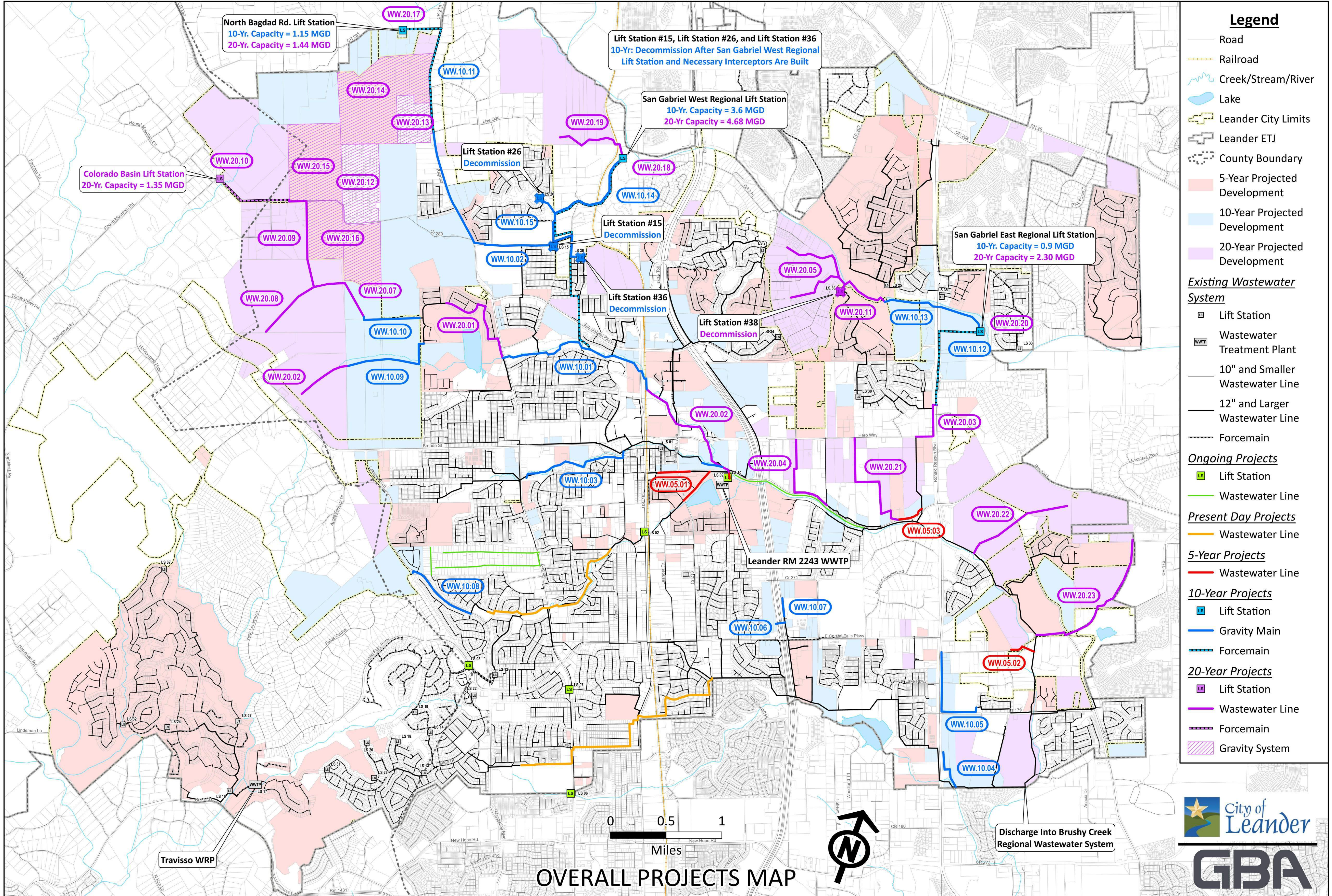
Relief projects were prioritized considering factors such as the projected timeframe of concern, extent of flooding or surcharge predicted by the model, and how existing pipe capacities compared to 20-year flow conditions. Extension projects are primarily growth-driven and will be implemented in concert with development. More details regarding project recommendations can be found in Chapter 6 of the report.

Table ES-1 summarizes the collection system improvements identified from modeling and analysis for present day, 5-year, 10-year, and 20-year growth conditions. A detailed map and list of all identified improvements are provided in Figure ES-1 and Table ES-2, respectively.

Table ES-1: Summary of Recommended Projects

Time Horizon \ Projects	Gravity Sewer		Lift Stations & Force Main		Capital Costs (\$M)
	Relief and Upsizing	Extensions for Growth	Lift Stations, Force Main	Decommission Lift Stations	
Present Day	2 Projects, 22,000 LF	-	-	-	\$28M Relief/Upsizing
5-year	1 Project, 3,700 LF	2 Projects, 2,600 LF	-	-	\$5.6M Relief/Upsizing \$1.2M Extensions (Gravity)
10-year	3 Projects, 20,600 LF	9 Projects, 37,900 LF	3 New LS, 25,500 LF FM	Decommission up to 3 LS	\$29.2M Relief/Upsizing \$69.7M Extensions (Gravity, LS, FM)
20-year	3 Projects, 13,900 LF	16 Projects, 50,400 LF	1 New LS, 2 LS Expansions, 9,300 LF FM	-	\$24.2M Relief/Upsizing \$107.4M Extensions (Gravity, LS, FM)
Total	9 Projects, 60,200 LF	27 Projects, 90,900 LF	4 New LS, 34,800 LF FM	Decommission up to 3 LS	\$267M Over 20 Years

Note: Colors on table correspond to time horizons shown in in Figure ES-1 and Table ES-2.



Leander, TX
Collection System Master Plan
Table ES-2: Overall Project List

Project ID	Infrastructure Type	Time Horizon	FY24 CIP Project ID	Project Name	Type of Improvement	Pipe Diameter (in) ¹	Total Length of Pipe (ft)	Lift Station Flow Rate (mgd)	Planning-Level Construction OPCC without Contingency	Construction Contingency (30%)	Planning-Level Construction OPCC with Contingency	Engineering & Survey (20%)	ROW Acquisition	Planning-Level Capital Cost (OPCC with Contingency + Engr./Survey + ROW Acq.) ²
WW.00.01	Existing/Relief	Present Day	-	Block House Interceptor	Exist. Gravity Relief/Upsizing	21"-24"	13,020	-	\$ 11,327,000	\$ 3,398,000	\$ 14,725,000	\$ 2,945,000	\$ -	\$ 17,670,000
WW.00.02	Existing/Relief	Present Day	-	Mason Creek Interceptor	Exist. Gravity Relief/Upsizing	15"-24"	8,170	-	\$ 6,597,000	\$ 1,979,000	\$ 8,576,000	\$ 1,715,000	\$ -	\$ 10,291,000
WW.05.01	Existing/Relief	5-Year	-	Horizon Lake Interceptor	Exist. Gravity Relief/Upsizing	18"-36"	3,660	-	\$ 3,617,000	\$ 1,085,000	\$ 4,702,000	\$ 940,000	\$ -	\$ 5,642,000
WW.05.02	New/Extension	5-Year	-	Lonestar Landing WW Improvements	New Gravity to Serve Growth	8"	1,225	-	\$ 620,000	\$ 186,000	\$ 806,000	\$ 161,000	\$ 124,000	\$ 1,091,000
WW.05.03	New/Extension	5-Year	-	RM 2243 to Hero Way WW Improvements - East Segment Ph. 1	New Gravity to Serve Growth	12"	1,350	-	\$ 810,000	\$ 243,000	\$ 1,053,000	\$ 211,000	\$ 136,000	\$ 1,400,000
WW.10.01	Existing/Relief	10-Year	WW.41	Benbrook Interceptor (Under Design)	Exist. Gravity Relief/Upsizing	27"	8,460	-	\$ 9,870,000	\$ 2,961,000	\$ 12,831,000	\$ 2,566,000	\$ -	\$ 15,397,000
WW.10.02	Existing/Relief	10-Year	-	Collaborative Way	Exist. Gravity Relief/Upsizing	18"	5,780	-	\$ 4,379,000	\$ 1,314,000	\$ 5,693,000	\$ 1,139,000	\$ -	\$ 6,832,000
WW.10.03	Existing/Relief	10-Year	WW.25	South Brushy Creek Interceptor	Exist. Gravity Relief/Upsizing	15"-24"	6,400	-	\$ 4,493,000	\$ 1,348,000	\$ 5,841,000	\$ 1,168,000	\$ -	\$ 7,009,000
WW.10.04	New/Extension	10-Year	-	South Ronald Reagan Blvd. WW Improvements	New Gravity to Serve Growth	8"	2,000	-	\$ 1,012,000	\$ 304,000	\$ 1,316,000	\$ 263,000	\$ 202,000	\$ 1,781,000
WW.10.05	New/Extension	10-Year	-	Journey Pkwy and Ronald Reagan Blvd WW Improvements	New Gravity to Serve Growth	8"	4,675	-	\$ 2,366,000	\$ 710,000	\$ 3,076,000	\$ 615,000	\$ 472,000	\$ 4,163,000
WW.10.06	New/Extension	10-Year	-	US 183-A WW Improvements Ph. 1	New Gravity to Serve Growth	8"	450	-	\$ 228,000	\$ 68,000	\$ 296,000	\$ 59,000	\$ 45,000	\$ 400,000
WW.10.07	New/Extension	10-Year	-	US 183-A WW Improvements Ph. 2	New Gravity to Serve Growth	8"	875	-	\$ 443,000	\$ 133,000	\$ 576,000	\$ 115,000	\$ 88,000	\$ 779,000
WW.10.08	New/Extension	10-Year	-	Linda Hall WW Improvements	New Gravity to Serve Growth	12"	3,600	-	\$ 2,160,000	\$ 648,000	\$ 2,808,000	\$ 562,000	\$ 363,000	\$ 3,733,000
WW.10.09	New/Extension	10-Year	-	North Fork Brushy Creek WW Interceptor Improvements Ph. 1	New Gravity to Serve Growth	18"	4,630	-	\$ 3,506,000	\$ 1,052,000	\$ 4,558,000	\$ 912,000	\$ 467,000	\$ 5,937,000
WW.10.10	New/Extension	10-Year	-	North Brushy Creek WW Interceptor Improvements	New Gravity to Serve Growth	18"-21"	2,800	-	\$ 2,250,000	\$ 675,000	\$ 2,925,000	\$ 585,000	\$ 282,000	\$ 3,792,000
WW.10.11	New/Extension	10-Year	-	North Bagdad Rd. Lift Station Ph. 1	New Gravity/LS to Serve Growth	18"(G), 10"(F)	10,600(G/F)	1.15	\$ 6,235,000	\$ 1,871,000	\$ 8,106,000	\$ 1,621,000	\$ 756,000	\$ 10,483,000
WW.10.12	New/Extension	10-Year	-	San Gabriel East Regional Lift Station	New LS to Serve Growth	8" (F)	5,500(F)	0.90	\$ 2,593,000	\$ 778,000	\$ 3,371,000	\$ 674,000	\$ 312,000	\$ 4,357,000
WW.10.13	New/Extension	10-Year	-	San Gabriel River WW Interceptor Improvements Ph. 1	New Gravity to Serve Growth	15"-18"	5,140	-	\$ 3,863,000	\$ 1,159,000	\$ 5,022,000	\$ 1,004,000	\$ 518,000	\$ 6,544,000
WW.10.14	New/Extension	10-Year	-	San Gabriel West Regional Lift Station Ph. 1	New Lift Station	16"(F)	13,100(F)	3.60	\$ 8,349,000	\$ 2,505,000	\$ 10,854,000	\$ 2,171,000	\$ 696,000	\$ 13,721,000
WW.10.15	New/Extension	10-Year	-	Lift Station #15, #26, and #36 Decommission	New Gravity to Serve Growth	8"-21"	10,050	-	\$ 8,331,000	\$ 2,499,000	\$ 10,830,000	\$ 2,166,000	\$ 1,014,000	\$ 14,010,000
WW.20.01	Existing/Relief	20-Year	-	Devine Lake	Exist. Gravity Relief/Upsizing	27"	5,240	-	\$ 5,625,000	\$ 1,688,000	\$ 7,313,000	\$ 1,463,000	\$ -	\$ 8,776,000
WW.20.02	Existing/Relief	20-Year	WW.37/.38	North Brushy Creek Interceptor	Exist. Gravity Relief/Upsizing	33"-36"	6,150	-	\$ 8,265,000	\$ 2,480,000	\$ 10,745,000	\$ 2,149,000	\$ -	\$ 12,894,000
WW.20.03	Existing/Relief	20-Year	-	North Ronald Reagan	Exist. Gravity Relief/Upsizing	12"-15"	2,500	-	\$ 1,640,000	\$ 492,000	\$ 2,132,000	\$ 426,000	\$ -	\$ 2,558,000
WW.20.04	New/Extension	20-Year	-	RM 2243 to Hero Way WW Improvements - West Segment	New Gravity to Serve Growth	8"-12"	4,340	-	\$ 2,356,000	\$ 707,000	\$ 3,063,000	\$ 613,000	\$ 437,000	\$ 4,113,000
WW.20.05	New/Extension	20-Year	-	San Gabriel River WW Interceptor Improvements Ph. 2	New Gravity to Serve Growth	8"-15"	9,050	-	\$ 5,402,000	\$ 1,621,000	\$ 7,023,000	\$ 1,405,000	\$ 913,000	\$ 9,341,000
WW.20.06	New/Extension	20-Year	-	North Fork Brushy Creek WW Interceptor Improvements Ph. 2	New Gravity to Serve Growth	12"-15"	2,650	-	\$ 1,708,000	\$ 512,000	\$ 2,220,000	\$ 444,000	\$ 268,000	\$ 2,932,000
WW.20.07	New/Extension	20-Year	-	San Gabriel Pkwy. WW Interceptor Ph. 1	New Gravity to Serve Growth	18"	3,350	-	\$ 2,540,000	\$ 762,000	\$ 3,302,000	\$ 660,000	\$ 338,000	\$ 4,300,000
WW.20.08	New/Extension	20-Year	-	San Gabriel Pkwy. WW Interceptor Ph. 2	New Gravity to Serve Growth	12"	3,150	-	\$ 1,890,000	\$ 567,000	\$ 2,457,000	\$ 491,000	\$ 318,000	\$ 3,266,000
WW.20.09	New/Extension	20-Year	-	Lakeline Blvd. WW Improvements	New Gravity to Serve Growth	15"	5,030	-	\$ 3,311,000	\$ 993,000	\$ 4,304,000	\$ 861,000	\$ 507,000	\$ 5,672,000
WW.20.10	New/Extension	20-Year	-	Colorado Basin Lift Station	New LS to Serve Growth	10"(F)	3,750(F)	1.35	\$ 2,782,000	\$ 835,000	\$ 3,617,000	\$ 723,000	\$ 224,000	\$ 4,564,000
WW.20.11	New/Extension	20-Year	-	Lift Station #38 Decommission	New Gravity to Serve Growth	12"	400	-	\$ 540,000	\$ 162,000	\$ 702,000	\$ 140,000	\$ 40,000	\$ 882,000
WW.20.12	New/Extension	20-Year	-	Greatwood WW Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 8,010,000	\$ 2,403,000	\$ 10,413,000	\$ 2,083,000	\$ -	\$ 12,496,000
WW.20.13	New/Extension	20-Year	-	Whitt Ranch Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 2,310,000	\$ 693,000	\$ 3,003,000	\$ 601,000	\$ -	\$ 3,604,000
WW.20.14	New/Extension	20-Year	-	Sullivan Tract Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 9,270,000	\$ 2,781,000	\$ 12,051,000	\$ 2,410,000	\$ -	\$ 14,461,000
WW.20.15	New/Extension	20-Year	-	Leander Estates Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 6,300,000	\$ 1,890,000	\$ 8,190,000	\$ 1,638,000	\$ -	\$ 9,828,000
WW.20.16	New/Extension	20-Year	-	Hilltop Ranch Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 3,150,000	\$ 945,000	\$ 4,095,000	\$ 819,000	\$ -	\$ 4,914,000
WW.20.17	New/Extension	20-Year	-	North Bagdad Rd. Lift Station Ph. 2	New Pumps for Existing LS	-	-	1.44	\$ 245,000	\$ 74,000	\$ 319,000	\$ 64,000	\$ 35,200	\$ 418,000
WW.20.18	New/Extension	20-Year	-	San Gabriel West Regional Lift Station Ph. 2	Proposed LS Expansion	-	-	4.68	\$ 586,000	\$ 176,000	\$ 762,000	\$ 152,000	\$ 35,000	\$ 949,000
WW.20.19	New/Extension	20-Year	-	San Gabriel West WW Improvements	New Gravity to Serve Growth	8"-18"	3,860	-	\$ 2,215,000	\$ 665,000	\$ 2,880,000	\$ 576,000	\$ 389,000	\$ 3,845,000
WW.20.20	New/Extension	20-Year	-	San Gabriel East Regional Lift Station Ph. 2	Proposed LS Expansion	10" (F)	5,500(F)	2.30	\$ 2,539,000	\$ 762,000	\$ 3,301,000	\$ 660,000	\$ 312,000	\$ 4,273,000
WW.20.21	New/Extension	20-Year	-	RM 2243 to Hero Way WW Improvements - East Segment Ph. 2	New Gravity to Serve Growth	8"	5,925	-	\$ 2,998,000	\$ 899,000	\$ 3,897,000	\$ 779,000	\$ 598,000	\$ 5,274,000
WW.20.22	New/Extension	20-Year	-	CR 175 and RM 2243 WW Improvements	New Gravity to Serve Growth	8"-12"	5,160	-	\$ 2,637,000	\$ 791,000	\$ 3,428,000	\$ 686,000	\$ 520,000	\$ 4,634,000
WW.20.23	New/Extension	20-Year	-	CR 175 and CR 176 WW Improvements	New Gravity to Serve Growth	8"-12"	7,500	-	\$ 4,402,000	\$ 1,321,000	\$ 5,723,000	\$ 1,145,000	\$ 757,000	\$ 7,625,000

- Notes:**
- 1) For pipe diameters and lengths, gravity main is assumed, except where (F) indicates force main, and (G) indicates gravity main.
- 2) For new/extension projects not within the ROW or an existing easement, a unit cost of \$87,900/acre was utilized for easement cost estimates.
- The easement unit cost includes survey, easement acquisiton, engineering fees, condemnation/attorney fees, and ROW agent fees.
- 3) It is recommended that further on-site evaluation and data collection (e.g., checking manholes for evidence of surcharge, targeted flow monitoring) be conducted before initiating any project based on modeling results.

Subtotal, Existing/Relief Projects	\$ 87,069,000
Subtotal, New/Extension Projects ²	\$ 179,582,000
Total, All Projects	\$ 266,651,000

Time Horizon	Capital Cost
Present Day	\$ 27,961,000
5-Year	\$ 8,133,000
10-Year	\$ 98,938,000
20-Year	\$ 131,619,000
Total, All Projects	\$ 266,651,000

1 INTRODUCTION

1.1 Purpose

The purpose of this report is to update the City of Leander's wastewater collection system master plan, providing a guide towards a wastewater system that beneficially supports and serves the City's evolving needs and continued growth. The existing master plan was developed in 2017 and was intended to forecast wastewater collection and treatment system needs for the City for the 20-year period from 2015-2035. However, growth within the City over the intervening period has occurred at a much more rapid rate than anticipated, hence the need to update the existing study and re-project flows for the next 20-year period.

This updated masterplan re-evaluates the demands for the next 20 years and will introduce alternative strategies and timelines for addressing the potential need for system capacity improvements. In addition, this report will provide planning-level estimates of the probable costs for the proposed alternatives. A flow monitoring and inflow and infiltration (I/I) study was performed in the Fall of 2022 as a separate project which culminated in a report titled *Fall 2022 Flow and Rainfall Monitoring Project*. The flow monitoring data and results from that study are used to model and evaluate the existing system's capacities for this master plan study.

1.2 Scope of Work

The scope of the collection system master planning project encompasses field data collection, hydraulic modeling, growth projections, and proposed infrastructure improvements to meet current and future demands. This Master Plan study and its recommendations are focused on sanitary sewers with a diameter of 12 inches or greater. The adequacy of existing sewer lines with diameters less than 12 inches will depend on the specifics of new developments that connect to them and may require analysis on a case-by-case basis.

The study began with a survey of manholes connected to pipes with diameters of 12 inches or greater. The manhole survey data was assembled in GIS and then used to develop a hydraulic model of the collection system using the PCSWMM software. The hydraulic model was used to evaluate both the current capacity of the existing infrastructure as well as options for system improvements. The City of Leander provided maps, reports, and other information necessary to create the new PCSWMM model, including pipe lengths, sizes, and locations. Wastewater models of the existing system and the five, ten, and twenty-year planning horizons were developed. These models were evaluated to determine infrastructure needs required to serve current and future flows. Finally, a list of proposed improvements, including anticipated timing and cost, was created based on the analysis. A summary of major tasks is provided below:

- Collected physical data in the field for sewers 12 inches or greater, with the exception of a few 8" lines specified by the City, to develop the hydraulic model network and collect asset information.
- Developed a hydraulic model of the existing collection system in PCSWMM and calibrated the model to align with actual flow data gathered during the Fall 2022 flow monitoring season.
- Developed growth projections for five, ten, and twenty-year time horizons based on City-provided population and land use projections.

- Performed model simulations for the existing, five, ten, and twenty-year growth conditions to identify needed sewer system improvements.
- With City staff input, selected design criteria consistent with current, local design requirements to be used for planning-level sizing and costing of improvements.
- Developed conceptual projects to both improve the existing system (i.e., relief or replacement sewers) and serve new growth outside the existing system (i.e., extension sewers, lift stations, and force main).
- Developed planning-level opinions of probable construction cost and capital cost for each identified project to assist the City with CIP budget planning.
- Presented a comprehensive report detailing the work completed, analyses, and recommended improvements to the City's sanitary sewer system.

2 PLANNING INFORMATION, DATA COLLECTION AND ASSUMPTIONS

2.1 Wastewater Service Area

The City of Leander is situated along Highway 183, primarily in the western region of Williamson County, while the western side of the City extends into northwest Travis County. The City of Leander wastewater service area, shown in Figure 2-1, is limited to its current Certificate of Convenience and Necessity (CCN) boundaries, which generally includes areas within City limits, approximately 39 square miles, and portions of its Extra-Territorial Jurisdiction (ETJ). The study area generally follows the current sewer CCN boundary (shown in Figure 4-1 on page 24), with the addition of areas north and east of the San Gabriel River that fall within City limits and are served by City-owned collection systems. Per discussions with the City, this report primarily provides recommendations for portions of Leander's sewer CCN where flow monitoring data was collected in the Fall of 2022: south of the San Gabriel River and east of the Colorado River basin.

Most of the wastewater generated in the service area is currently treated at the Leander Wastewater Treatment Plant (WWTP), located on RM 2243 at Brushy Creek (referred to in this report as the RM2243 WWTP). The RM2243 WWTP discharges into Brushy Creek, east of downtown Leander. The plant is currently permitted for an average annual discharge of 2.25 MGD. A wastewater facilities master plan was performed concurrently with the wastewater collection system masterplan and will be delivered as a separate report. The collection system and facilities master plan address overall wastewater system needs over a 20-year planning period.

The areas that are generally located east of the 183A Toll highway and south of Crystal Falls Parkway are served by the Brushy Creek Regional Wastewater System (BCRWWS). The BCRWWS consists of two wastewater treatment plants and approximately 45 miles of regional collection lines, treating flows from the Cities of Round Rock, Cedar Park, Leander and Austin. While the City of Round Rock oversees operations and maintenance of the regional system, the system is owned jointly between the partner cities. The City of Leander owns 4.23 MGD of BCRWWS treatment capacity and leases any excess treatment capacity. The City of Leander is currently sending an average of 2 MGD to the BCRWWS through the Brushy Creek interceptor and is in the process of constructing a diversion line from the RM2243 WWTP to the Brushy Creek interceptor with a maximum capacity of 2 MGD to alleviate demands on the RM2243 WWTP.

The properties on the southwestern portion of the City within the Travisso development are part of the Travis County Municipal Utility District 21 (MUD 21) and are served by the Travisso Water Reclamation Plant (WRP), also referred to as the Crystal Falls West WRP. The Travisso collection system was conceptualized, designed and constructed over the past ten years in concert with the Travisso master-planned community. The City is currently engaged in expanding the Travisso WRP from its current capacity of 0.25 MGD to 0.52 MGD. Because Travisso's collection system was planned for and constructed recently, planning for Travisso's system was not included under the scope of this report.

Flow from the remaining service area north of the San Gabriel River is either pumped to the City of Liberty Hill to the west or sent by gravity to Georgetown to the east (Figure 2-1). Please refer to Section 2.2 for more information regarding the agreements with Liberty Hill and Georgetown.

City of Leander
Williamson County, TX

FIGURE 2-1: EXISTING
WASTEWATER SYSTEM



Legend

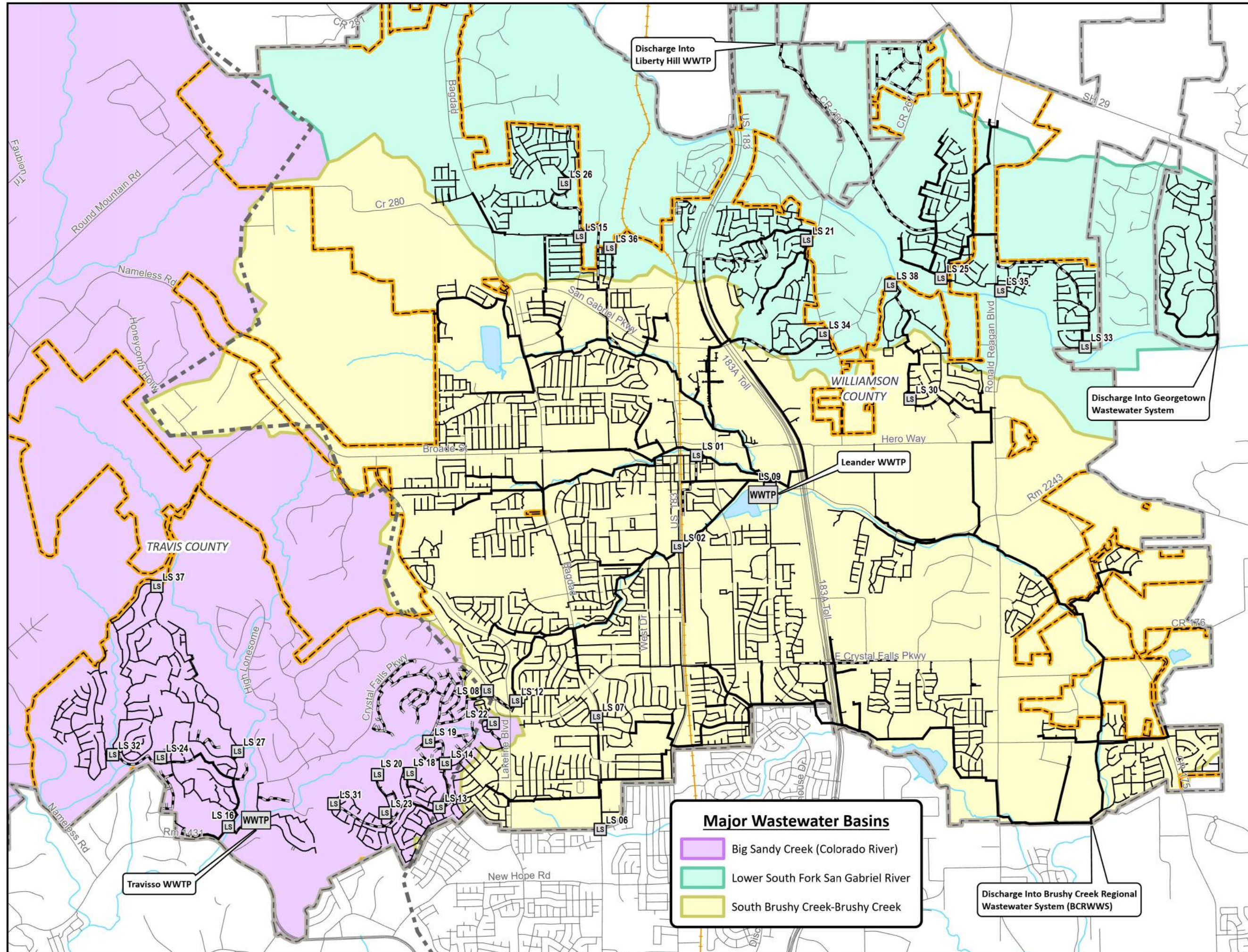
- LS Lift Station
- WWTP Wastewater Treatment Plant
- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- Forcemain
- Road
- Railroad
- Creek/Stream/River
- Lake
- Leander City Limits
- Leander ETJ
- County Boundary



0 0.75 1.5

Miles

Date: 4/24/2024



Major Wastewater Basins

- Big Sandy Creek (Colorado River)
- Lower South Fork San Gabriel River
- South Brushy Creek-Brushy Creek

Discharge Into Brushy Creek Regional
Wastewater System (BCRWWS)

Travisso WWTP

Leander WWTP

Discharge Into
Liberty Hill WWTP

Discharge Into Georgetown
Wastewater System

2.2 Interlocal and Development Agreements

Due to topographic and jurisdictional constraints, wastewater flows from the City of Leander are conveyed across jurisdictional boundaries. Interlocal agreements govern the exchange of wastewater flows between Leander and neighboring communities. Below are brief descriptions of the primary agreements impacting Leander's collection system and treatment works:

- **Brushy Creek Regional Wastewater System (BCRWWS):** Flows from the Brushy Creek basin (generally east of 183A) and the Block House Creek basin are conveyed to the BCRWWS. The interlocal agreement between the Cities of Austin, Cedar Park, Leander, and Round Rock, dated December 21, 2023, states that Leander owns 4.23 MGD of daily average treatment capacity at the BCRWWS treatment plants. Please refer to Section 2.1 for more information on Leander's involvement in the BCRWWS.
- **City of Georgetown:** The Lively Ranch subdivision collection system in the northeast of Leander's ETJ is maintained by Leander but conveys flow to the City of Georgetown for treatment (Figure 2-1). The interlocal agreement between the City of Georgetown and the City of Leander specifies a maximum sewer connection limit of 1,200 connections for the 437 acre tract. Georgetown is responsible for operating and maintaining their system as well as any necessary improvements to provide the wholesale wastewater service. Leander is responsible for operating and maintaining their collection system to convey flows to the Delivery Point near the southeast corner of the tract. Leander is also responsible for providing monthly reports to Georgetown listing the number of active connections within the Lively Tract.
- **City of Jonestown:** The agreement between City of Jonestown and the City of Leander states that Leander must receive, treat, and dispose of wastewater delivered by Jonestown in an amount up to the Annual Wastewater Entitlement, provided that only 50% (500 Living Unit Equivalents, or LUEs) of the Annual Wastewater Entitlement is available to Jonestown until improvements to the Crystal Falls West Water Reclamation Plant becomes operable. At the completion of Phase II of the WRP improvements, Leander must notify Jonestown of the number of additional LUEs (above 500 LUEs) available to Jonestown. Thereafter, Leander must notify Jonestown upon completion of Phase III and at such time the full Annual Wastewater Entitlement will be available. Jonestown agrees that it will not approve wastewater connections of its customers that would cause it to exceed the number of available LUEs. Jonestown may not deliver wastewater flows more than the Daily Average Flow Limit, a peak flow rate of 750 gpm, or wastewater in an amount that exceeds the Annual Wastewater Entitlement. Jonestown is solely responsible for collecting the wastewater from its customers and conveying the wastewater to the Points of Delivery. Upon completion and acceptance of the Master Meter and improvements, the Master Meter and improvements will be part of the Leander System, and Leander will repair, maintain, and replace the Master Meter and improvements as necessary.

- **City of Liberty Hill:** Wastewater from portions of Leander's ETJ north of the San Gabriel River (namely the Bar W Ranch subdivision) is pumped to Liberty Hill's South San Gabriel WWTP (Figure 2-1). The interlocal agreement establishes a phased wholesale service commitment of up to 8,100 LUEs total provided by the City of Liberty Hill to the City of Leander. The wholesale wastewater service is conveyed by Lift Station 25 to Liberty Hill's South San Gabriel WWTP where it is treated. The flow rate at the Point of Entry (South San Gabriel WWTP) may not exceed an average of 0.65 gpm per LUE served. Additionally, the agreement includes provisions regarding wastewater strength limitations, whereby the total daily Biological Oxygen Demand (BOD) loading may not exceed an average of 0.425 pounds per LUE. Leander is responsible for designing and constructing the internal facilities within their system, the connection point to Liberty Hill's network, and the metering of the wastewater flow. Liberty Hill is responsible for designing and constructing the interceptor lines and any necessary treatment upgrades to accommodate the wholesale wastewater service flows from Leander. Leander must keep the City of Liberty Hill apprised of developing properties and additional wastewater connections that may contribute additional flows to the Liberty Hill WWTP.

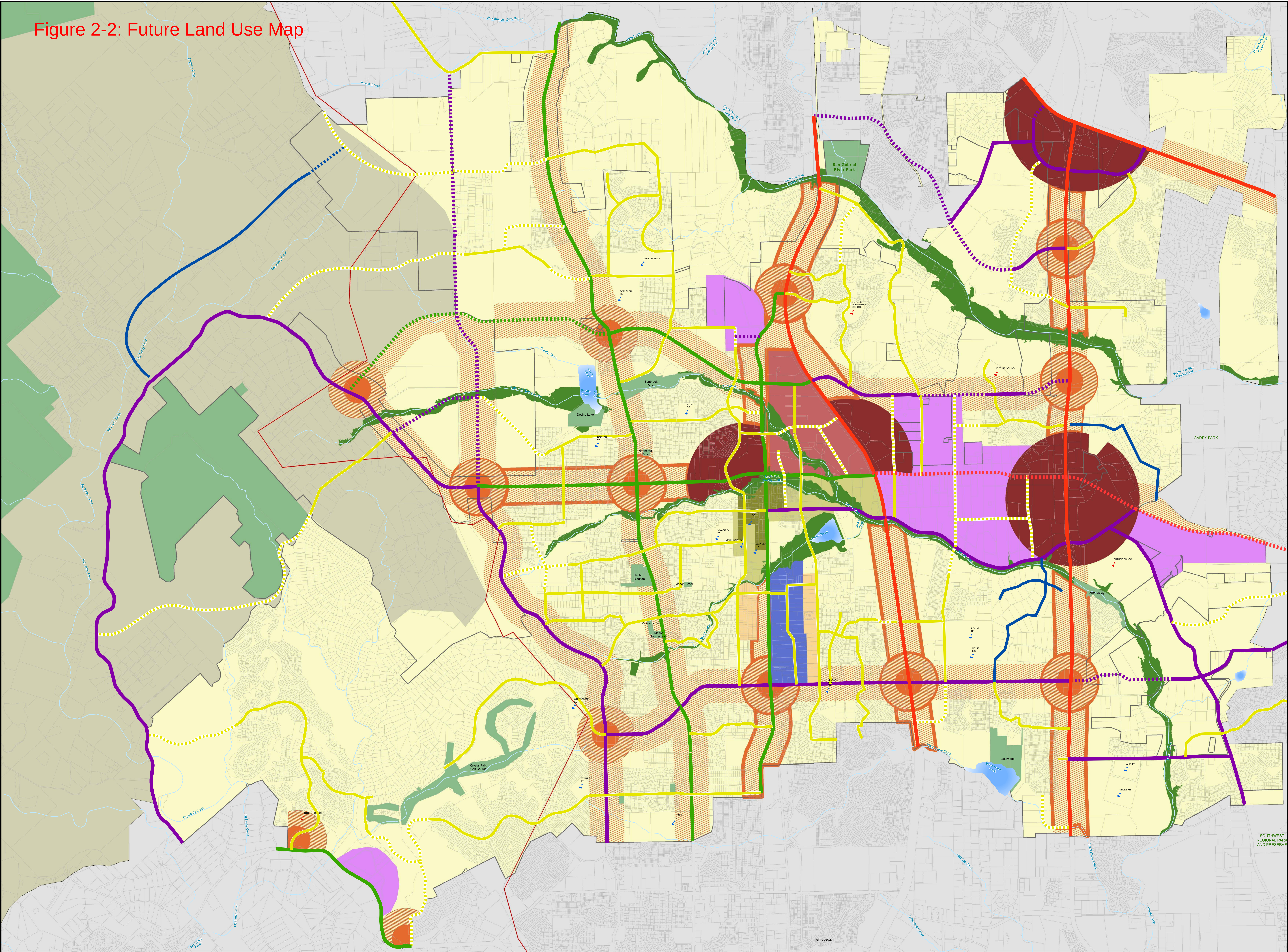
2.3 Future Land Use Assumptions

Future land use assumptions were used to develop projections of future flow contributions in the collection system model. Future land use assumptions were provided by the City in the form of a map shown in Figure 2-2. This map provides approximate locations of various land use types across the City of Leander. These land uses provide information on the types, potential densities, and locations of future development. The City also provided information regarding the planned and in-progress developments in the form of a map, a copy of which is provided in Figure 2-3. This map was used to estimate which parcels were most likely to develop within the 5-year time horizon.

Future land use assumptions are important factors for projecting future wastewater flows and identifying the required infrastructure to serve planned growth. Future land use assumptions do not represent zoning regulations or requirements, and actual future land use may vary from these assumptions. Rather, these land use assumptions are a best approximation of the types of developments and densities the City may support in the future.

Table 2-1 provides the development density assumptions agreed upon with the City, in terms of living unit equivalent (LUE) per acre for each land use type assigned. A LUE is a planning tool that estimates the typical flow of water or wastewater produced by a single-family residence. For the purposes of this study, one (1) LUE was assumed to represent 3 persons (or population equivalents) and produce 200 gallons per day (gpd) of wastewater. The 200 gpd/LUE wastewater production rate is an average rate developed based on flow monitoring. Table 2-1 was utilized to convert future growth areas into an estimated number of LUEs generating wastewater from each growth area.

Figure 2-2: Future Land Use Map

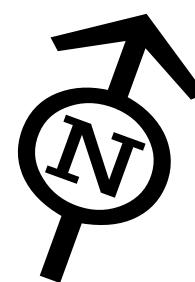
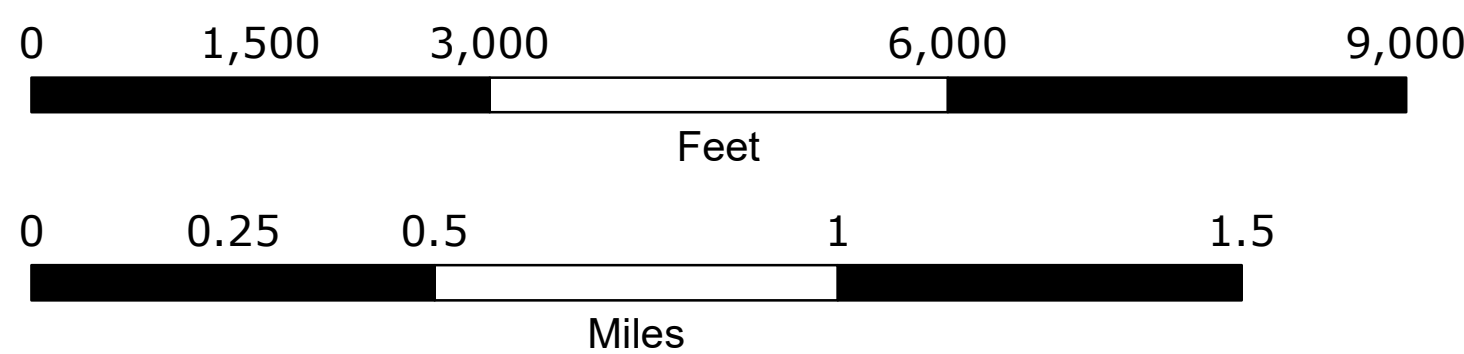


Future Land Use Map

Effective October 12, 2021



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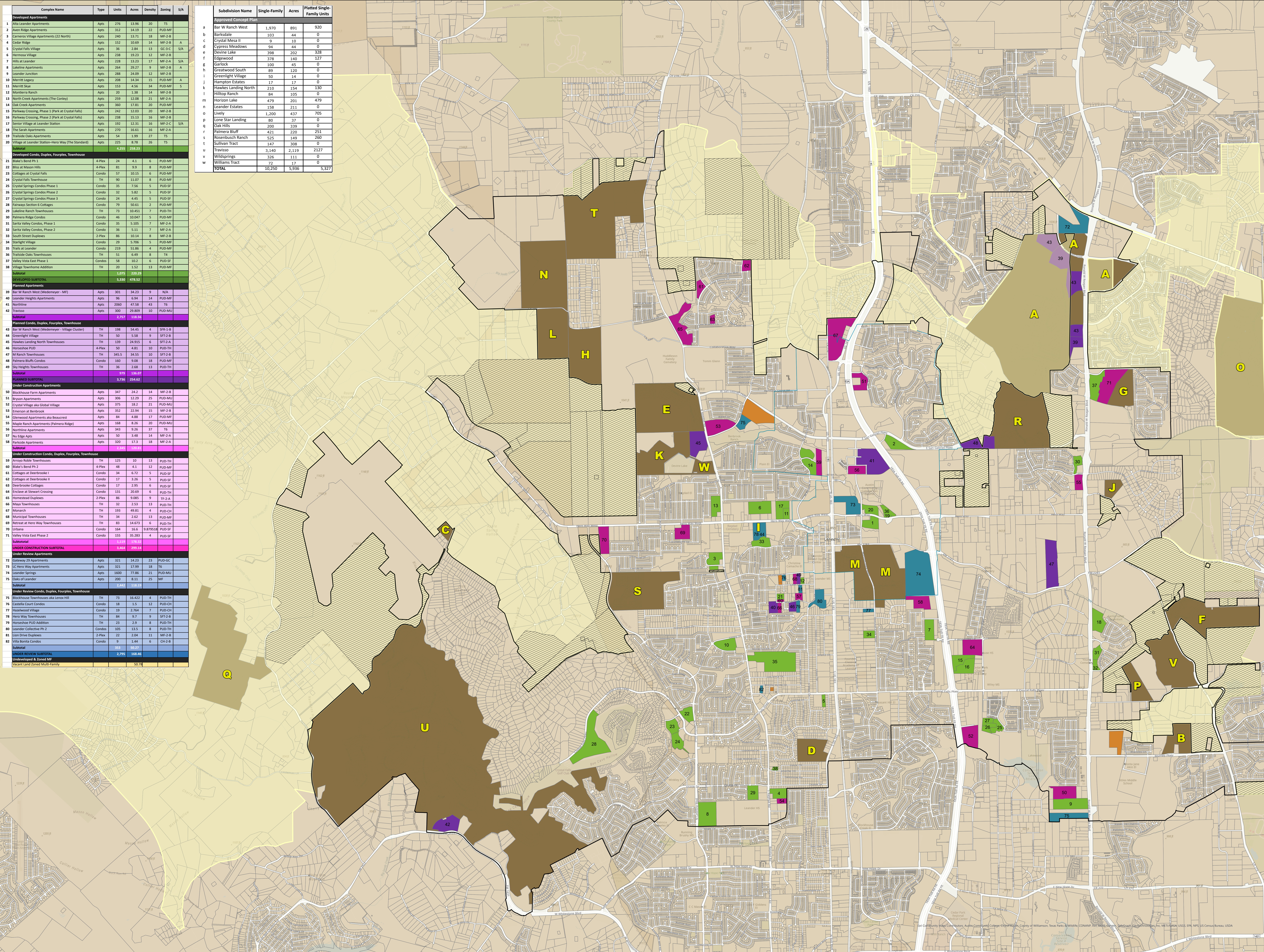


- | | | | |
|-----------------------------|-----------------------------|---|---------------------|
| Access Controlled, Existing | Access Controlled, Proposed | Rural | Activity Center |
| Arterial 6 Lane, Existing | ARTERIAL 6, Proposed | Neighborhood Residential | Employment Center |
| Arterial 4 Lane, Existing | Arterial 4 Lane, Proposed | Transitional | Industrial |
| Collector, Existing | Collector, Proposed | Neighborhood Center - Solid | Old Town |
| Rural, Existing | Rural, Proposed | Neighborhood Center | Urban Mixed Use |
| Existing School | Future School | Multi-Use Corridor | Leander Central |
| Lakes and Ponds | Streams | Multi-Use Corridor - Priority Corridor | Greenway |
| | | Neighborhood Center - Priority Corridor | Parks and Preserves |

Texas Local Government Code Section 213.005: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

* Properties added to the ETJ after the adoption of this Future Land Use Map are designated as Neighborhood Residential.

This map has been produced by the City of Leander for formational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. 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.



50

Under Construction Apartments

50

Blockhouse Farm Apartments

Apts

347

24.2

14

MF-2-B

51

Brison Apartments

Apts

306

12.29

25

PUD-MU

52

Crystal Village aka Global Village

Apts

375

18.2

21

PUD-MU

53

Emerson at Bonbrook

Apts

352

22.84

15

MF-2-B

54

Greenwood Apartments aka Bonavest

Apts

84

4.88

17

PUD-MF

55

Maple Ranch Apartments (Palmera Ridge)

Apts

168

8.26

20

PUD-MU

56

Northline Apartments

Apts

343

9.26

37

T6

57

Nu Edge Apts

Apts

50

3.48

14

MF-2-A

58

Parkside Apartments

Apts

320

17.3

18

MF-2-A

Subtotal

2,416

107.36

59

Under Construction Condos, Duplex, Fourplex, Townhouse

59

Arroyo Roble Townhouses

TH

125

10

13

PUD-TH

60

Blake's Bend Ph 2

4-Plex

48

4.1

12

PUD-MF

61

Cottages at Deerbrooke I

Condo

34

6.72

5

PUD-SF

62

Cottages at Deerbrooke II

Condo

17

3.26

5

PUD-SF

63

Deerbrooke Cottages

Condo

17

3.95

6

PUD-SF

64

Enclave at Stewart Crossing

Condo

131

20.69

6

PUD-TH

65

Homestead Duplexes

2-Plex

86

9.085

9

TF-2-A

66

Maya Townhouses

TH

32

2.53

13

PUD-TH

67

Monarch

TH

193

49.81

4

PUD-CH

68

Municipal Townhouses

TH

34

7.42

13

PUD-MF

69

Rever at Hero Way Townhouses

TH

33

14.623

6

PUD-TH

70

Urbana

Condo

164

16.6

9.879554

PUD-SF

71

Valley Vista East Phase 2

Condo

155

35.283

4

PUD-SF

Subtotal

1,618

106.30

UNDER CONSTRUCTION SUBTOTAL

5,464

299.54

72

Under Review Apartments

72

Greenway 28 Apartments

Apts

321

14.23

23

PUD-GC

73

LC Hero Way Apartments

Apts

321

17.99

18

T6

74

Leander Springs

Apts

1600

77.86

21

PUD-MU

75

Oaks of Leander

Apts

200

8.11

25

MF

Subtotal

2,463

118.19

76

Under Review Condo, Duplex, Fourplex, Townhouse

76

Blockhouse Townhouses aka Lenox Hill

TH

73

15.422

4

PUD-TH

77

Castella Court Condos

Condo

18

1.5

12

PUD-CH

78

Hazelwood Village

Condo

19

2.764

7

PUD-CH

79

Hero Way Townhouses

TH

84

9.7

9

SFR-2-B

80

Horseshoe PUD Addition

TH

23

2.9

8

PUD-TH

81

Leander Collective Ph 2

Condo

205

13.5

8

PUD-TH

82

Lion Drive Duplexes

2-Plex

22

2.04

11

MF-2-B

83

Villa Bonita Condos

Condo

9

1.44

6

CH-2-B

Subtotal

863

50.97

UNDER REVIEW SUBTOTAL

2,795

168.46

84

Under Review 2 & 3 Unit MF

84

Mountain Land Zoned Multi-Family

Subtotal

Subdivision Name

Single-Family

Acres

Platted Single-Family Units

a

Bar W Ranch West

1,970

891

920

b

Barkdale

103

44

0

c

Crystal Mesa II

9

10

0

d

Cypress Meadows

94

44

0

e

Devine Lake

398

202

328

f

Edgewood

378

140

127

g

Garlock

100

45

0

h

Greatwood South

89

120

0

i

Greenlight Village

50

14

0

j

Hampton Estates

17

17

0

k

Hawkes Landing North

210

154

130

l

Hilltop Ranch

84

105

0

m

Horizon Lakes

479

201

479

n

Leander Estates

158

211

0

o

Lively

1,200

437

705

p

Lone Star Landing

80

37

0

q

Oak Hills

200

339

0

r

Palmera Bluff

421

220

251

s

Rosenbach Ranch

525

149

260

t

Sullivan Tract

147

308

0

u

Travisso

3,140

2,119

2127

v

Wildsprings

326

111

0

w

Williams Tract

72

17

0

TOTAL

10,350

5,536

5,327

City Limits

Future Annexation Per DA

Leander ETJ

TOD Boundary

Active Subdivision

Multi-Family Properties Status

Developed

Planned

Under Construction

Under Review

Not Built

Figure 2-3: Residential Properties Map

Residential Properties

Effective August 17th, 2023

City of Leander

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N

0

0.3

0.6

1.2

1.8

2.4

Miles

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Table 2-1: Population Density Assumptions for Various Land Use Types

Land Use Category	Population Density Assumptions (LUE/acre)
Neighborhood Residential	4
Neighborhood Center	4
Employment Center	3
Urban Mixed Use	10
Greenway, Parks and Preserves	0

By applying both the LUE/acre density from Table 2-1 and the 200 gpd/LUE flow estimate to a given land area (in acres), an approximate wastewater production was estimated for land uses shown on the future land use map. The estimated wastewater production was then used in the hydraulic model of the collection system. Please refer to Section 4.2 for further discussion of the flow projections and distributions.

2.4 Population Projections

The citywide population projections used to develop wastewater flow projections were provided by the City. These population projections were developed as part of the 20-Year Water Capital Improvements Plan Memorandum, dated July 19, 2023. These projections were derived using annual growth rates which decreased over time and were subsequently converted into an equivalent number of LUEs. Table 2-2 shows the population forecasts for the time horizons considered in this analysis. Please refer to Section 4.2 for flow projections and distributions.

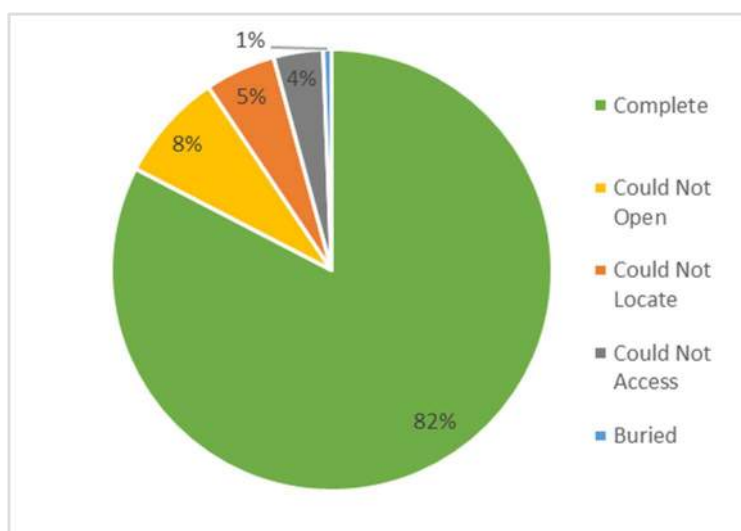
Table 2-2: Population Projections Provided by City

Year	Annual Growth Rate	Population	No. of LUEs
2022	9.7%	86,733	33,687
2027	7.5%	131,746	49,795
2032	3.0%	168,869	63,827
2042	1.0%	207,808	78,545

2.5 Manhole Survey

GBA field staff attempted inspection of 965 City-owned manholes to create a hydraulic model of the existing wastewater collection system. Among these 965 manholes with attempted inspections, 797 were completed successfully, 77 were unable to be opened, 50 manholes could not be located, 35 manholes were not accessible, and 6 manholes were buried (Figure 2-4). Manholes that were located but not able to be opened were considered partially inspected, as location and rim elevation data could still be collected. The data collected during manhole inspections include their X and Y coordinates, rim elevations, depths, and manhole cover sizes, as well as rim-to-invert depths and diameters of incoming and outgoing pipes. The manhole survey maps are provided in **Appendix A** and the GIS data will be provided as a separate submittal to the City.

Figure 2-4: Manhole Survey Summary



2.6 Planning-Level Design Criteria

To model, size, and plan for new wastewater infrastructure, planning-level design criteria were established for this study with input from City staff. It is important to note that all sizing of improvements for this study are conceptual only; actual designs may vary from the conceptual designs presented in this report. Table 2-3 provides a summary of the criteria used to guide this study. This table is broken into three sections:

- (1) Existing Infrastructure Flow Calculations (Modeled System),
- (2) Future Infrastructure Flow Calculations (Extensions to Serve Growth Areas), and
- (3) Conceptual Sizing of New Infrastructure (Relief, Replacement or Extensions).

2.6.1 Flow Calculations

The PCSWMM design storm model of the existing system was primarily used to identify necessary capacity improvements for the City's *existing sewers*, at the present, 5-year, 10-year and 20-year time horizons. In contrast, Austin Utilities Criteria Manual (UCM) guidance and GIS analysis were primarily used to conceptually size the *future sewer extensions* needed to serve growth areas outside of City limits, at the 5-year, 10-year and 20-year time horizons. Therefore, flow calculations for the existing infrastructure (interceptors and lift stations) modeled in PCSWMM differed from flow calculations for future infrastructure (sewer extensions), which were not modeled in PCSWMM.

Flows from future growth were still plugged into the PCSWMM model of the existing system for future growth scenario modeling in order to demonstrate impacts of growth on the existing sewers. To represent peak wet weather flows from future growth in the PCSWMM model, the synthetic unit hydrograph for flow meter basin 2 was assigned to future growth model nodes. Basin 2 was chosen as a representative basin for new growth areas because it demonstrated an average level of I/I for Leander's collection system.

2.6.2 Design Storm

The 5-year, 6-hour design storm was chosen because there is precedence for its use in modeling by the City of Austin and other cities in the metropolitan area. It also represents a moderately conservative storm event to plan for, particularly for systems demonstrating higher levels of I/I. Storm events with higher recurrence intervals (such as 10-year, 25-year, or 50-year) may be overly burdensome to ratepayers of systems with high I/I levels, but storms with lower recurrence intervals (such as 1-year or 2-year) may be insufficient for predicting areas at higher risk of sanitary overflows and backups.

2.6.3 Critical Surge

The calibrated PCSWMM model was used to identify locations in the existing system with potential for surge under design storm conditions. Not all surge of existing sewers requires immediate mitigation, however. To identify high risk surge, critical surge criteria were developed to help identify the need for capacity improvement projects. The two-part criteria used during this study is stated in terms of surge above the crown of pipe and in terms of minimum “freeboard” (or, the distance between maximum surge level and manhole rim). This criteria is based on similar criteria used by the Environmental Protection Agency (EPA) in recent sewer consent decrees. It is important to note that this is a criteria for judging the severity of surge, not a pipe sizing tool. New gravity sewers (relief, replacement, or extensions) will not be designed to surge under design flow conditions.

Surge of a sewer is typically defined as the situation in which the sewer entrance and exit are submerged, and the pipe is flowing full and under pressure. Levels of surge predicted by the hydraulic model will vary widely across the system and depend on factors such as design storm intensity, existing pipe capacities, projected upstream flows and infiltration and inflow (I/I), and downstream bottlenecks. Some sewer agencies allow surge in their systems to specified levels (e.g., “surge up to 100% of pipe diameter over the crown of pipes”), while other agencies do not allow any surge in their systems.

Surge may not be acceptable at locations where sewers are relatively shallow (e.g., less than 10 vertical feet from the surface) because of the increased risk of overflow. Surge may be more acceptable in locations with particularly deep sewers (e.g., 20 feet or more below the surface) because of the lower risk of overflow. Therefore, it is pragmatic to allow some surge in the existing system before relief sewers are deemed necessary. However, all new or relief sewers should be designed for no resulting surge during design flow conditions.

2.6.4 Conceptual Pipe Sizing

The Austin UCM Q65/Q85 method of pipe sizing requires pipes be sized to either reach a maximum of 65% of their full capacity during peak dry weather flows (PDWF), or 85% of their capacity during peak wet weather flows (PWWF). This method of sizing provides an adequate safety factor to account for higher than anticipated I/I during a storm event.

During peak wet weather storms, Austin UCM requires that pipes be designed such that the peak wet weather flow (PWWF) shall not exceed 85% of the capacity of the pipe flowing full for all pipes 15 inches in diameter and below, and 80% of the capacity for all pipes 18 inches and above.

This excess 15%-20% capacity helps to reduce risk of excessive surcharging and overflow. Designing the system with additional capacity provides flexibility for accommodating increased wastewater flows associated with population growth and denser development.

The City of Leander does not currently have a pipe sizing standard. Options were discussed with City engineering staff. Many cities size pipes to reach full flow (Q_{full}) capacity during peak wet weather events, but this is a less conservative method that will accommodate design flows without providing as much safety factor for growth or increased I/I. Allowing pipes to reach full capacity during the design flow reduces costs by requiring smaller pipe sizes but leaves less room for accommodating future growth and expansion. Backup and surcharging are a greater risk to a system sized using this method. Because of Leander's rapid growth and presence of I/I, the more conservative Austin UCM Q65/Q85 approach was preferred by the City for use during this study.

Table 2-3. Planning-Level Design Criteria

Criteria	Value or Range
Existing Infrastructure Flow Calculations (Modeled System)	
Average Daily Dry Weather Flow (ADDF)	Model Calibrated to Flow Meter Data
Peak Dry Weather Flows (PDWF)	Model Calibrated to Flow Meter Data
Modeled I/I for Existing System ⁽¹⁾	RTK Unit Hydrograph Calibrated to Respective Flow Meter Basin
Modeled I/I for Growth ⁽²⁾	RTK Unit Hydrograph Calibrated to Flow Meter Basin 2 (representative of average I/I)
Peak Wet Weather Flows (PWWF)	Design Storm Model (PDWF + I/I)
Design Storm ⁽³⁾	5-year, 6-hour Event (4.1 inches)
Critical Surge Criteria ⁽⁴⁾	Flow Depths > 24" above crown of pipe Flow Depths ≤ 36" below manhole rim
Future Infrastructure Flow Calculations (Extensions to Serve Growth Areas)	
Average Daily Dry Weather Flow (ADDF) ⁽⁵⁾	200 gpd/LUE (1 LUE ≈ 3 people)
Peak Dry Weather Flows (PDWF) ⁽⁶⁾	$Q = \left[\frac{(18 + (0.0206 * ADDF)^{0.5})}{(4 + 0.0206 * ADDF)^{0.5}} \right] * ADDF$
Peak Wet Weather Flows (PWWF) ⁽⁶⁾	Q = PDWF + 750 gpd/acre
Conceptual Sizing of New Infrastructure (Relief, Replacement or Extensions)	
Peak Flow Conveyance Criteria ⁽⁷⁾	Austin UCM Q65/Q85
Gravity Pipe Capacity	Manning's Equation
Manning's Coefficient (n)	0.013
Gravity Pipe Velocity ⁽⁸⁾	2-10 fps
Lift Station Capacity	Maximum 2-hr Peak Flow from Model
Force Main Velocity	3-6 fps

Notes:

- 1) Inflow and Infiltration (I/I) in the existing system was estimated using synthetic unit hydrographs (calibrated using the RTK method) for each flow meter basin.
- 2) Flows from new growth areas were plugged into the existing system during growth scenario modeling. To represent flows from growth in the model, flow meter basin 2's synthetic unit hydrograph was used. Basin 2 was chosen because it is considered to have average rates of I/I relative to other parts of Leander.
- 3) Precipitation frequency estimates for design storm provided by NOAA Atlas 14.
- 4) Based on criteria used in recent EPA Consent Decrees. This criterion defines high risk (critical) surcharge levels in the existing sewer system and was used to define the necessity of capacity improvement projects for existing gravity sewers. It is important to note that new gravity sewers (relief, replacement or extensions) will NOT be designed to surcharge under design flow conditions.
- 5) Estimated from wastewater flow monitoring data.
- 6) Sourced from Austin Utilities Criteria Manual (UCM), which is commonly used and accepted throughout the Austin metropolitan area.
- 7) Sourced from Austin Utilities Criteria Manual (UCM). All gravity sewer projects were conceptually sized to reach a maximum of 80 to 85% of their capacity during peak wet weather flows (PWWF), depending on pipe diameter.
- 8) Texas Commission on Environmental Quality (TCEQ) design standards.

2.7 Cost Data

Planning level cost equations and tables were developed using past wastewater project data from the Austin metropolitan area and other commonly referenced guidance documents, such as those developed by the EPA. Costs should be considered planning-level only and may not reflect costs of actual construction. ENR Construction Cost Index (CCI) data were used for the Dallas metropolitan area (the closest metropolitan area to Leander with CCI indices) to adjust historical cost data for inflation to better reflect present-day costs. All referenced cost equations were adjusted to account for inflation using the February 2024 CCI for Dallas (CCI = 7824. Please see [enr.com/economics/historical_indices](https://www.enr.com/economics/historical_indices) for more information regarding ENR CCI values.)

The following cost equations were developed to estimate lump sum construction costs for most improvement projects and may not be representative of more unique situations. For example, the gravity sewer cost equation generally accounts for costs related to construction of new gravity sewer, such as excavation, pipe, ditch checks, manholes, erosion control, restoration and mobilization. The cost equations are representative of construction costs and do not include other soft costs or contingencies. To estimate a capital cost for each project, a 30% factor was applied to the construction cost to account for soft costs such as engineering design and survey, and then another 20% contingency factor was applied to account for unanticipated costs and scope changes. A summary of the cost equations is presented in Table 2-4 below.

Table 2-4: Planning-Level Construction Cost Equations

Project Type	General Cost Equation	Units
Gravity Sewer	$y = 322 * 1.038^x$	y is \$/LF, x is diameter (in)
Steel Encasement	$y = 50x$	y is \$/LF, x is casing diam. (in)
Force Main	$y = 18x$	y is \$/LF, x is diameter (in)
Lift Station	$y = 1,500,000 * (x^{0.62})$	y is \$, x is capacity (MGD)

3 EXISTING COLLECTION SYSTEM

3.1 Current Capacities and Projections

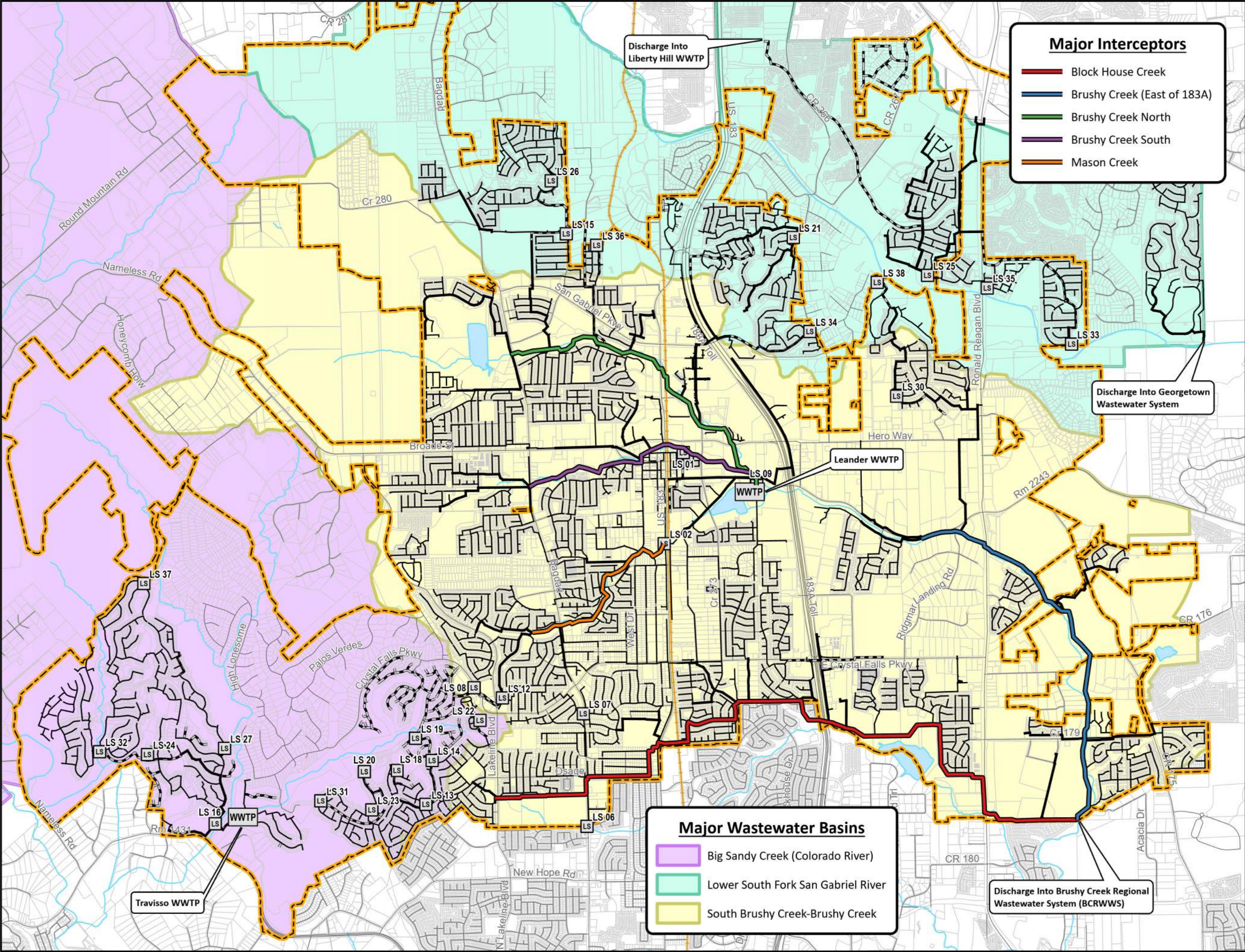
The Leander WWTP, located on RM 2243 at Brushy Creek, has a current treatment capacity of 2.25 MGD and treats most of the wastewater generated within the City. Leander's RM2243 WWTP is permitted to expand its ultimate treatment capacity to discharge 5.25 MGD. Additionally, the City possesses 4.23 MGD of treatment capacity at the BCRWWS, with no intentions to procure additional capacity in the future. Table 3-1 describes each main interceptor serving Leander and Table 3-2 provides all known information about the major lift stations in Leander. This table also contains information for lift stations that are included in the model. The major interceptors and lift stations are provided in Figure 3-1.

Table 3-1. Description of Major Interceptors

Interceptor	Pipe Diameter Range	Length (ft)	Description
Mason Creek	15"-18"	8,500	The existing Mason Creek Interceptor runs from Bagdad Road to Lift Station 2 along the alignment of Mason Creek, which pumps through a 12-inch force main to a 21-inch gravity main and finally to the RM2243 WWTP.
Block House Creek	12"-30"	34,100	The existing Block House Creek interceptor runs along Block House Creek from just south of the intersection between Lakeline Boulevard and Crystal Falls Parkway and ties into the Brushy Creek Interceptor at the interconnect with the BCRWWS.
Brushy Creek North	12"-27"	15,000	The existing Brushy Creek North Interceptor runs along the North Fork of Brushy Creek from Bagdad Road to the RM2243 WWTP.
Brushy Creek South	12"-18"	10,900	The existing Brushy Creek South Interceptor runs along the South Fork of Brushy Creek from Bagdad Road until it ties into the Brushy Creek North Interceptor.
Brushy Creek (East of 183A)	12"-36"	17,800	The existing Brushy Creek Interceptor runs along the main branch of Brushy Creek from the intersection of Ronald Regan Blvd and RM 2243 to the interconnect with the BCRWWS in the southeast portion of the City's ETJ.

Table 3-2. Lift Station Descriptions

Lift Station	No. of Pumps	Firm Capacity (gpm)	Force Main Diameter (in)	Force Main Length (ft)	Description
LS 1	2	-	6	1,140	Planned to be decommissioned as part of the East Street Project in FY2024 (CIP WW.49).
LS 2	3	3,600	18	3,050	Serves an area of Mason Creek, west of US 183.
LS 9	2	2,600	16	700	Serves as the main lift station feeding the RM2243 WWTP. This lift station is planned to be decommissioned and replaced with a master lift station to serve the ultimate WWTP buildout (CIP. WW.43).
LS 10	3	1,200	16	700	Serves as a secondary lift station feeding the RM2243 WWTP. This lift station is planned to be decommissioned and replaced with a master lift station to serve the ultimate WWTP buildout (CIP. WW.43).
LS 13	2	825	8	650	Serves as the main lift station for the Bluffs.
LS 14	2	190	4	1,740	Serves several neighborhoods in southwest Leander, including Gann Ranch and The Fairways at Crystal Falls.
LS 15	2	400	6	1,990	Primarily serves the Savannah Ranch subdivision.
LS 20	2	125	4	2,520	Serves the Bluffs at Crystal Falls.
LS 21	2	1,200	12	7,420	Serves the Bryson subdivision.
LS 23	2	265	6	780	Serves the Bluffs at Crystal Falls.
LS 25	4	5,785	10 & 18	29,000	Located at Bar W Ranch, outside of City limits but within City ETJ. In Spring 2024, received two new 2,400 gpm pumps in addition to the two original 985 gpm pumps. The 10" and 18" force mains run parallel from LS25 to Liberty Hill's WWTP.
LS 26	2	960	8	10,640	Serves the Deerbrooke neighborhood.
LS 30	2	565	8	1,690	Serves Palmera Ridge.
LS 31	2	135	4	3,430	Serves the Bluffs at Crystal Falls.
LS 33	2	204	6	8,710	Serves the Bluffview subdivision.
LS 34	2	700	8	4,020	Serves the Bryson subdivision.



City of Leander
Williamson County, TX

FIGURE 3-1:
WASTEWATER INTERCEPTORS



Legend

- LS Lift Station
- WWTP Wastewater Treatment Plant
- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- Forcemain
- Road
- Railroad
- Creek/Stream/River
- Lake
- Leander City Limits

0 0.75 1.5
Miles
Date: 4/26/2024



3.2 Flow Characteristics

To better understand the City's wastewater system a flow analysis was performed under the 2022 Flow Monitoring Project. The system was separated into a total of 14 interconnected drainage basins with a total length of gravity wastewater pipes of approximately 1,096,000 linear feet. Flow meters were strategically located to measure flows generated by these basins (Figure 3-2). The pipe sizes throughout the project area range from six (6) inches to thirty-six (36) inches with most of the pipes being poly-vinyl chloride (PVC).

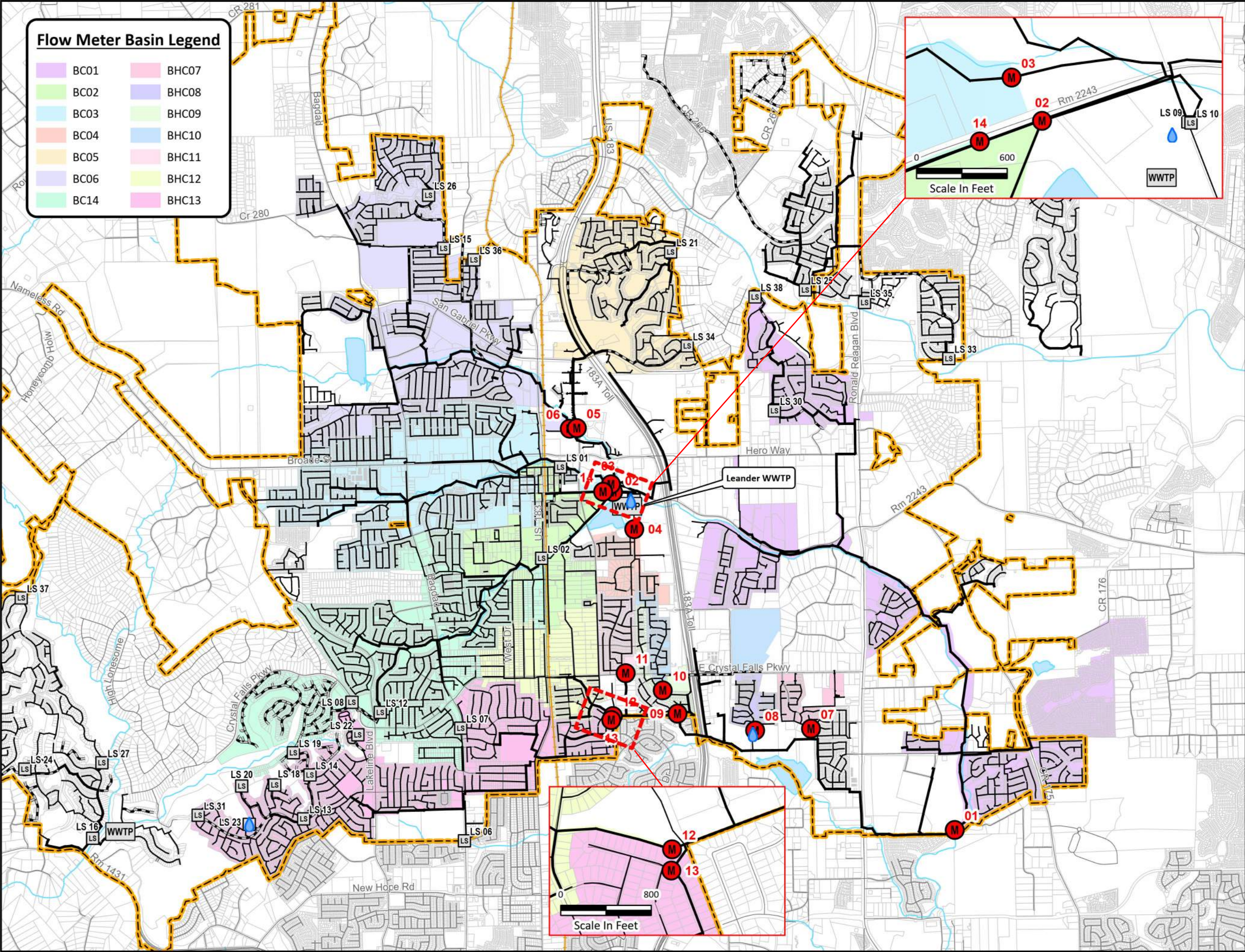
The flow monitoring period experienced overall rainfall that was slightly below historical averages, with only three out of the eight total storm events exceeding 1 inch of total rainfall. Surge issues were observed at Site 3 due to downstream restrictions, while Site 8 encountered nine dry weather surcharges, indicating potential under sizing of the servicing line or abnormal upstream discharges. Excessive infiltration was identified at Site 4, while excessive inflow was noted at Sites 1, 2, 3, 9, 13, and 14. Recommendations included CCTV inspections and smoke testing in Basins 1, 2, 3, 4, 9, 13, and 14 to address inflow and infiltration issues. Additionally, a lateral inspection program was recommended to address private sources of infiltration, particularly in Basin 4. A hydraulic capacity analysis was also recommended for potentially undersized lines, such as the 8-inch line serving Site 8 (Table 3-3).

The flow meter data and analysis results were used to assist in the calibration of the model developed for this project. The flow monitoring results of the City's sanitary sewer system provided useful data in respect to infiltration and inflow (I&I). The flow meter reactions were varied for the rainfall events, however all meters reacted to some of the rain events with increased flows indicating I&I. Since nearly half of the metering sites showed evidence of excessive inflow, but only one site had excessive infiltration, direct inflow sources are suspected to be a more significant problem than sources such as cracks or joint separations. The flow monitoring sites also provided insight into the capacity limitations of the system.

As will be noted in later chapters of the report, the two most urgent relief projects identified during modeling, the Block House Creek and Mason Creek Interceptor projects, are situated in Basins 13 and 14, respectively.

Table 3-3: Fall 2022 Flow Monitoring Results and Recommendations Summary

Basin ID	Excessive Infiltration?	Excessive Inflow?	Recommendations
1	-	Yes	CCTV and Smoke Testing
2	-	Yes	CCTV and Smoke Testing
3	-	Yes	CCTV and Smoke Testing
4	Yes	-	CCTV, Smoke Testing, and Lateral Inspections
5	-	-	-
6	-	-	-
7	-	-	-
8	-	-	Hydraulic Capacity Analysis
9	-	Yes	CCTV and Smoke Testing
10	-	-	-
11	-	-	-
12	-	-	-
13	-	Yes	CCTV and Smoke Testing
14	-	Yes	CCTV and Smoke Testing



Flow Meter Basin Legend

BC01	BHC07
BC02	BHC08
BC03	BHC09
BC04	BHC10
BC05	BHC11
BC06	BHC12
BC14	BHC13



**City of Leander
Williamson County, TX**

**FIGURE 3-2: FALL 2022
FLOW MONITORING MAP**



Legend

- Rain Gauge
- Flow Meter
- Lift Station
- Wastewater Treatment Plant
- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- Forcemain
- Road
- Railroad
- Creek/Stream/River
- Lake
- Leander City Limits



0 0.75 1.5

Miles

Date: 4/26/2024



3.3 Review of Current Infrastructure Projects

Table 3-4 lists and describes all wastewater capital improvement projects (CIP) listed under the most recent FY2024 CIP document provided by the City. These projects were taken into consideration when analyzing the design storm model runs and identifying necessary projects.

Table 3-4. Wastewater Capital Improvement Projects from FY2024 CIP

Project Name	CIP #	Description	Status
Eagles Way, Mica Lane, Topaz Lane Wastewater Service	WW. 16	Provides wastewater service to residences in the area.	Complete
Wastewater Treatment Plant Sludge Processing and Aeration Improvements – Phase 2	WW.17, WW.18	Sludge processing and aeration upgrades to help the WWTP process waste more efficiently.	Complete
Falcon Oaks Wastewater Collection System	WW.20	Replace the onsite sanitary sewage facilities within the subdivision with direct connections to a wastewater collection system.	Under Construction
South Brushy Creek Wastewater Interceptor Improvements	WW.25	Increase capacity of interceptor to send the correct volumetric flow to RM2243 WWTP to comply with TCEQ.	Pending
North Brushy Creek Wastewater Interceptor Improvements – Segment 2	WW.37	Increase capacity of interceptor to improve flow conditions and conveyance to RM2243 WWTP.	Pending
North Brushy Creek Wastewater Interceptor Improvements – Segment 3	WW.38	Increase capacity of interceptor to improve flow conditions and conveyance to RM2243 WWTP.	Pending
North Brushy Creek Wastewater Interceptor Improvements – Benbrook Section	WW.41	Increase capacity of interceptor to improve flow conditions and conveyance to RM2243 WWTP.	Under Design
RM 2243 Wastewater Treatment Plant Lift Station and Gravity Relief Main	WW.43	Replacement of two existing lift stations with a new master lift station to serve ultimate WWTP build-out, including diversion facilities to convey flows up to 2.0 MGD to the Brushy Creek Interceptor to be ultimately treated by the BCRWWS.	Under Construction
Wastewater Lift Station Rehabilitations	WW.44	Improvements of six existing wastewater lift stations (LS 2, 6, 7, 8, 13, and 14).	Under Construction

Table 3-4 Continued:

Project Name	CIP #	Description	Status
Reclaimed Water System to Northline	WW.46	Install a phased reclaimed water system at RM2243 WWTP to supply reclaimed water for construction and other authorized uses.	Under Construction
Inflow and Infiltration Study	WW.47	Establish comprehensive plan to address inflow and infiltration (I/I) removal from the sanitary sewer collection system.	Initial Study Complete
East Street Utilities	WW.49	Add water and wastewater lines and eliminate an old wastewater lift station (LS01) to modernize East Street.	Pending

4 MODEL DEVELOPMENT

4.1 Introduction

A hydraulic model of the City's sanitary sewer network was developed using the PCSWMM modeling software by Computational Hydraulics International (CHI). The developed model was used to determine current needs within and impacts of growth on the existing sanitary sewer network. The future growth scenarios evaluated in this project were 5, 10, and 20-year time horizons. Section 4.2 provides further detail on the population growth projections for each time horizon that was utilized in the model.

As part of the scope of this study, copies of PCSWMM model scenarios of the existing conditions, 5-year, 10-year, and 20-year growth conditions will be provided to the City. It is recommended that regular model maintenance and re-calibration be performed to keep the model current and useful for analysis. It is generally recommended that sanitary sewer models be re-calibrated with new flow monitoring data at least once every five years. GBA can assist the City with model maintenance and re-calibration when needed.

4.2 Flow Projections

The overall goal for developing flow projections was to spatially assign growth across the City in a logical manner to align with the population projections provided by the City for the 5, 10, and 20-year time horizons (Table 2-1). As previously mentioned, growth projections were developed based on the residential development and future land use map supplied by the City (Figure 2-2 and Figure 2-3). The 5-year growth projections were developed assuming that all residential properties from the residential development map are to be constructed and populated by the end of 2027. The 10 and 20-year growth projections were established using the future land use map in conjunction with input from the City's planning department (Figure 4-1). It is important to note that a significant portion of the anticipated growth in Leander is projected to take place in the northwest region of the City. Overall, GBA's population projections are in alignment with the City-provided projections and were used to estimate wastewater generation from the future growth areas to be incorporated in the hydraulic model (Table 4-1). The acres and LUEs associated with the future growth areas for each land use type and time horizon are summarized in Table 4-2.



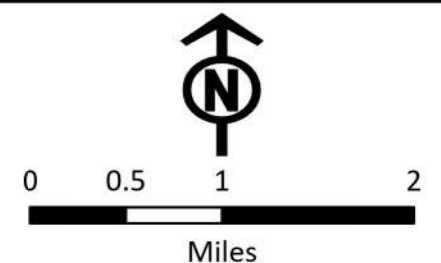
**City of Leander
Williamson County, TX**

FIGURE 4-1:
GROWTH AREA MAP



Legend

-
- Legend:
- 5-Year Projected Development
 - 10-Year Projected Development
 - 20-Year Projected Development
 - Road
 - Railroad
 - Creek/Stream/River
 - Lake
 - Leander City Limits
 - Leander ETJ
 - Leander Sewer CCN
 - County Boundary



Date: 4/24/2024

GBA

Table 4-1: GBA Population and LUE Projections

Year	City		GBA	
	No. of LUEs	Population	No. of LUEs	Population
2022	33,687	86,733	-	-
2027	49,795	131,746	49,965	132,407
2032	63,827	168,869	64,035	169,692
2042	78,545	207,808	78,832	208,904

Table 4-2: Future Growth Areas Summary Table

Future Growth Summary Table			
5-year Growth			
<i>Property Type</i>	<i>LUE/unit</i>	<i>Units (Acreage)</i>	<i>LUEs ⁽¹⁾</i>
Single-Family	1	8,381 (5,790)	8,381
2-Plex	2	108 (30)	216
4-Plex	0.7	144 (8)	101
Condo	0.5	902 (134)	451
Apartments	0.5	7,448 (335)	3,724
Townhome	1	1,393 (234)	1,393
<i>Property Type</i>	<i>LUE/acre</i>	<i>Acreage</i>	<i>LUEs</i>
Employment Center	3	112	336
Commercial	4	267	1,082
School	10	59	594
5-yr Growth Total	-	6,790 Ac 18,376 Units	16,278 LUEs
10-year Growth			
<i>Property Type</i>	<i>LUE/unit</i>	<i>Acreage</i>	<i>LUEs</i>
Neighborhood	4	1,694	6,786
Commercial	4	1,175	4,725
Community Mixed Use	10	211	2,116
Employment	3	147	443
10-yr Growth Total	-	3,227 Ac	14,070 LUEs
20-year Growth			
<i>Property Type</i>	<i>LUE/unit</i>	<i>Acreage</i>	<i>LUEs</i>
Neighborhood	4	2,505	10,029
Commercial	4	731	2,938
Employment	3	607	1,830
Parks/Open Space	0	71	0
20-yr Growth Total	-	3,914 Ac	14,797 LUEs
Growth Total (Cumulative)	-	73,930 Ac	45,145 LUEs

(1) A LUE is a planning tool that estimates the typical flow of water or wastewater produced by a single-family residence. For the purposes of this study, one (1) LUE was assumed to represent 3 persons (or population equivalents) and produce 200 gallons per day (gpd) of wastewater. The 200 gpd/LUE wastewater production rate is an average rate developed based on flow monitoring. (See section 2.3).

4.3 Existing System Model Network Development and Flow Assignment

The model was developed using the data collected from survey, GIS data from the City, and the 2022 flow monitoring project. In cases of missing data, values were retrieved from City-provided GIS data, record drawings, or interpolated between known data points. Only pipes 12 inches or greater in diameter were included in this model, except for several 8-inch lines that were specified by the City during scoping. A map of the modeled system can be found in Figure 4-2.

The fourteen flow meter locations from the 2022 I/I Reduction project were imported into the appropriate manholes in the model, as well as their respective basins. Parcels encompassed in the flow metering basins were imported into the model as subcatchments. Every parcel was assigned a receiving manhole and a living unit equivalent (LUE) count, resulting in each receiving manhole being assigned a total LUE count. The LUE count was utilized to account for variations in wastewater generation from single-family homes, apartments, schools, restaurants, retail properties, and other property types. The sewershed areas for each flow meter basin were distributed among the manholes based on a weighted system, accounting for the number of LUEs assigned to each manhole.

In summary, the model network included 960 manholes, 261,740 linear feet of gravity sewer, 78,830 linear feet of force main, and 16 lift stations (Figure 4-2). The lengths of gravity sewers are summarized according to diameter and corresponding flow metering basin in Table 4-3.

City of Leander
Williamson County, TX

FIGURE 4-2: MODELED
WASTEWATER SYSTEM



Legend

- Modeled Lift Station
- Lift Station
- Wastewater Treatment Plant
- Modeled Wastewater Line
- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- Forcemain
- Leander City Limits
- Road
- Railroad
- Creek/Stream/River
- Lake



Date: 4/25/2024

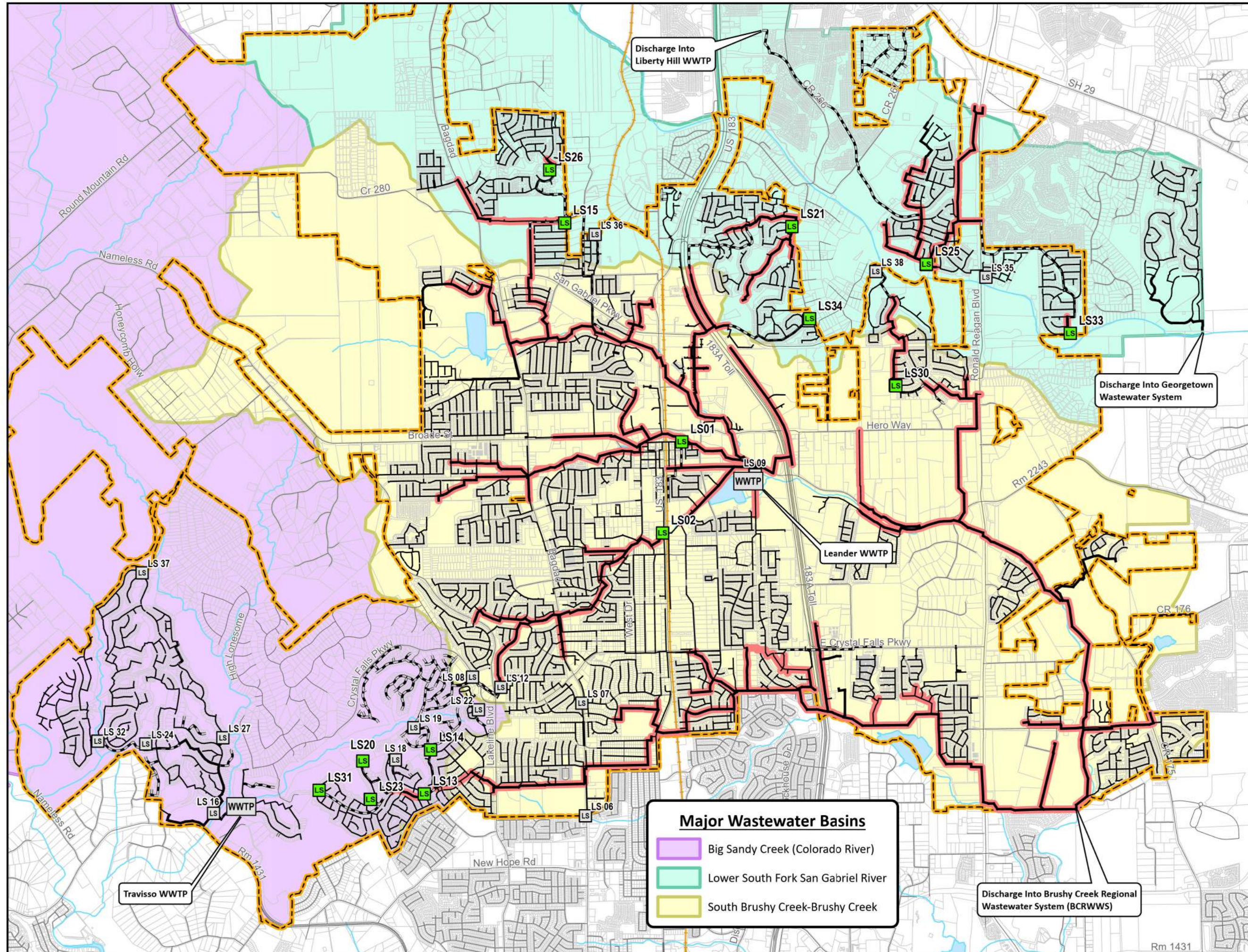


Table 4-3: Summary of Modeled Pipes by Diameter

Flow Meter Basin ID	Gravity Main									Force Main						
	<12"	12"	15"	18"	21"	24"	30"	36"	Totals	4"	6"	8"	10"	12"	18"	Totals
1	3385	16947	2998	7280		1745	5537	10983	48875					1690		1690
2	1830	3456							5286							
3		22656		4516					27172							
4	502								502							
5		13525	7456						20981			4100		7637		11737
6	4386	11720	6557		10236				32899		1988		10711			12699
7	2050								2050							
8	477								477							
9	3861	746	152	627					5386							
10	429								429							
11																
12		288	3666		302				4256							
13	426	8621	10186	4007					23240	8204	1293	669		83		10249
14		9123	5244	2279	4657				21303		1628			3100		4728
Liberty Hill ⁽¹⁾		9850	7668	239	2409	199			20365				14508	8707	14515	37730
Other ⁽²⁾	2376	11773	5777	3277	6879	13513	4392	532	48519							
Totals	19722	108705	49704	22225	24483	15457	9929	11515	<u>261740</u>	8204	4909	4769	25219	21217	14515	<u>78833</u>

* - All units in linear feet

(1) - Includes piping north of the South Fork San Gabriel River and East of Highway 183A going to Liberty Hill WWTP

(2) - Includes all piping that is downstream of a flow meter (Areas going to RM2243 WWTP and Brushy Creek Interceptor)

4.4 Model Calibration

4.4.1 Dry Weather Calibration

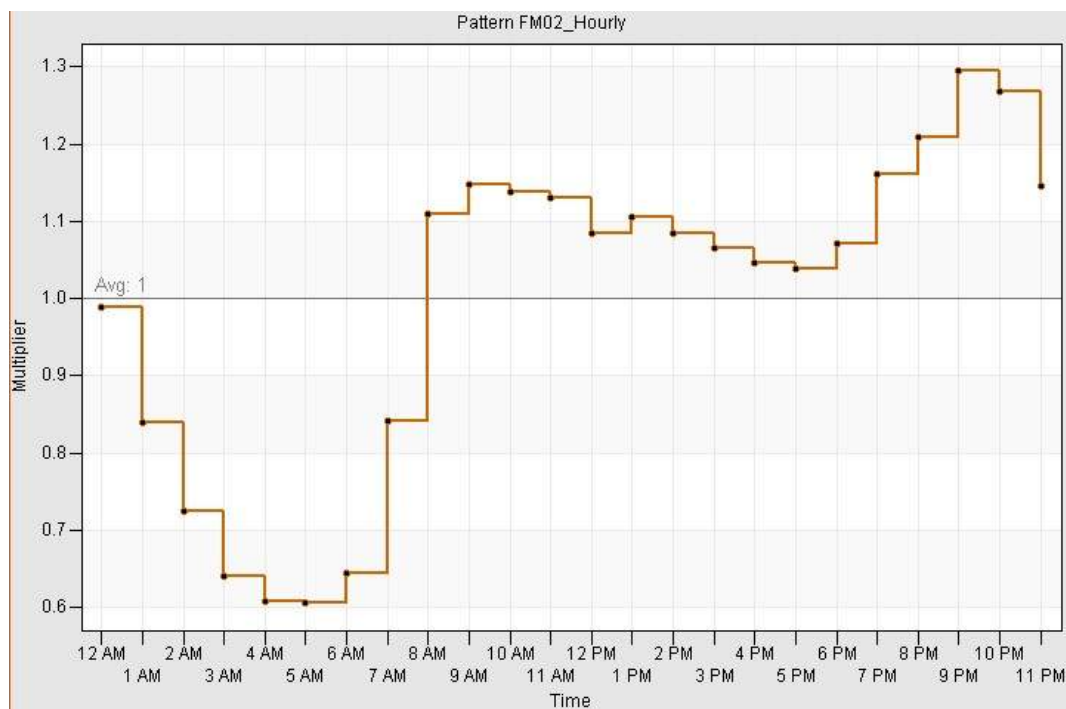
Average daily dry weather flow (ADDF) for each flow monitoring basin was retrieved from the 2022 Flow Monitoring Report by averaging the flows from Sep 29, 2022 - Oct 15, 2022, which was the driest, two-week period of the flow monitoring duration (See Figure 3-2 for flow meter locations). The ADDF was then normalized by dividing by the total number of Living Unit Equivalents (LUEs) within each respective basin, yielding a unit flow per LUE value for each flow metering basin (Table 4-4). To distribute flows throughout the system, the average flow entering each manhole was determined by multiplying the unit flow per LUE by the number of estimated LUEs served by that particular manhole.

Table 4-4: Unit Flow per LUE

Flow Metering Basin	Estimated No. of LUEs Upstream of Meter	Avg. Daily Dry Weather Flow (MGD)	Estimated ADDF/LUE (gpd/LUE)
1	2148	0.846	394
2	371	0.219	590
3	3350	0.890	266
4	272	0.098	342
5	1117	0.178	159
6	4428	0.365	82
7	248	0.059	238
8	426	0.056	130
9	337	0.327	970
10	334	0.054	162
11	500	0.149	298
12	821	0.168	205
13	2641	0.929	352
14	3424	0.491	143

Time patterns were created by using the Time Pattern Creator tool in PCSWMM. Hourly and weekend time patterns were generated based off the dry weather period used for calibration. The outputs of the time pattern creator are hourly multipliers, in which the hourly time pattern has hourly multipliers that are applied to weekdays, while the weekend time pattern has hourly multipliers which are utilized on the weekend. Figure 4-3 shows an example of an hourly time pattern created by PCSWMM. The hourly and weekend time patterns were created for each flow metering basin and assigned to the manholes within their respective flow metering basins.

Figure 4-3: Example Hourly Time Pattern



The model was run after inputting the average flows and time patterns to the manholes, and the model results were compared to the flow meter data. ADDF retrieved from the flow meter data was compared against the ADDF the model calculated, as well as the total volumes for the dry weather period (Table 4-5). The hydrographs showing modeled versus metered flow for the dry weather period for each flow meter are provided in **Appendix B: Dry Weather Calibration**.

Table 4-5: Dry Weather Calibration Results

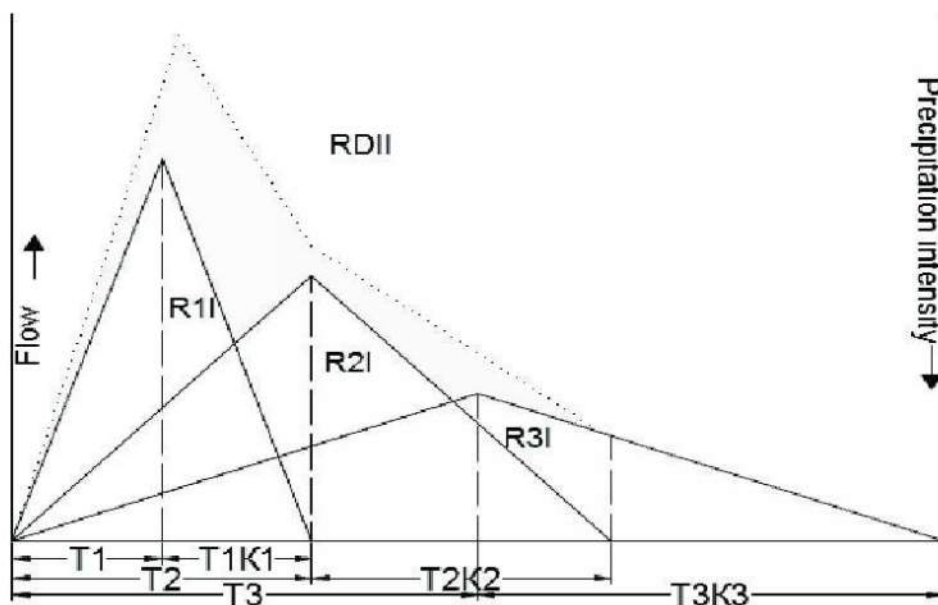
FM	Metered ADDF (MGD)	Modeled ADDF (MGD)	Difference (MGD)	% Difference	Metered Total Volume (MG)	Modeled Total Volume (MG)	Difference (MG)	% Difference
1	0.983	0.982	-0.001	-0.1%	15.750	16.700	0.950	6.0%
2	0.255	0.255	0.000	0.1%	4.097	4.340	0.243	5.9%
3	0.919	0.929	0.011	1.2%	14.450	15.8	1.350	9.3%
4	0.090	0.090	0.000	-0.2%	1.442	1.530	0.088	6.1%
5	0.197	0.187	-0.010	-5.2%	3.087	3.180	0.093	3.0%
6	0.365	0.357	-0.009	-2.4%	5.838	6.060	0.222	3.8%
7	0.078	0.077	-0.001	-0.9%	1.230	1.310	0.080	6.5%
8	0.049	0.049	-0.001	-1.0%	0.794	0.828	0.034	4.3%
9	0.406	0.409	0.004	1.0%	6.486	6.960	0.474	7.3%
10	0.064	0.065	0.001	1.7%	1.065	1.100	0.035	3.3%
11 ¹	0.165	0.222	0.058	35.1% ⁽¹⁾	2.620	3.780	1.160	44.3%
12	0.193	0.189	-0.003	-1.7%	3.100	3.220	0.120	3.9%
13	1.061	1.065	0.004	0.4%	16.890	18.100	1.210	7.2%
14	0.548	0.549	0.001	0.1%	8.678	9.330	0.652	7.5%
Total/ Avg.	5.371	5.426	0.065	1.02%	85.527	92.238	6.711	7.85%

Note 1) Dry weather flows for the FM11 basin were increased in the model to improve FM09 dry weather calibration, since FM09 is downstream of FM11. Because FM11 is a small basin and there are no interceptors modeled upstream of the FM11 meter location, the dry weather calibration was considered acceptable and conservative for the purposes of this analysis.

4.4.2 Wet Weather Calibration

The RTK Hydrograph method was chosen to model rainfall dependent inflow and infiltration (RDII) in PCSWMM. RDII is produced as groundwater and stormwater enter through defects in the sanitary network. A RTK unit hydrograph was used to define the proportion of rainfall falling on the basin that enters the sewer system as RDII and the timeframe this rainfall enters the system during and after the storm event. The RTK unit hydrograph is a combination of three separate unit hydrograph triangles which represent slow, medium, and fast responses of flow entering a sanitary network (Figure 4-4). Each response represents RDII that enters a system during and after a rainfall event. The R value symbolizes the fraction of rainfall that is entering the system, which is shown in the figure as the magnitude of the peak, T is the time to peak, and K is the falling limb ratio, which predicts how long the system will respond to a storm event. The slow response can be associated with slow infiltration, which occurs immediately following a rain event and can persist for several hours or even days. The medium response is associated with moderate infiltration that occurs during and soon after an event, when soil surrounding a pipe becomes saturated and starts infiltrating. The fast response time is associated with rapid inflow that enters the system through more direct connections and pathways (such as cracks or holes in manhole frames and covers).

Figure 4-4: RTK Hydrograph Schematic



A unit hydrograph was developed for each flow monitoring basin, featuring unique sets of short-, medium-, and long-term R, T, and K values, along with an assigned rain gage. The City of Leander has a total of three rain gages, as illustrated in Figure 3-2. The Thiessen polygon method was utilized to establish an estimate of rainfall for each flow monitoring basin during the calibration period, determined by the proximity of the basin to the nearest rain gages.

The Sensitivity-based Radio Tuning Calibration (SRTC) tool in PCSWMM was applied to calibrate modeled data with observed flow meter data. The SRTC tool establishes sensitivity gradients for short, medium, and long-term R, T, K values, allowing for simultaneous

observation of effects across multiple wet weather events. Initial unit hydrographs were generated by estimating R, T, K values based on computed and observed data from the dry weather calibrated model results. Subsequently, an iterative approach was adopted, adjusting R, T, and K values for each flow meter until the weighted averages of the peaks and total volumes for all the observed wet weather responses were within the ranges suggested by the Chartered Institution of Water and Environmental Management (CIWEM): -15% to +25% for peak flow, and -10% to +20% for total volume (Table 4-6). In addition, 45-degree plots were prepared to visually depict how the modeled flows align with metered flow data (Appendix C: Wet Weather Calibration).

Table 4-6: Wet Weather Calibration Results

FM	Basin Area (Acres)	No. of Storm Events with Observable I/I Responses	Weighted Avg. % Difference, Volume	Weighted Avg. % Difference, Peak Flow
1	1638	7	10%	-1%
2	452	8	7%	-1%
3	1301	9	5%	1%
4	140	7	9%	-4%
5	747	6	17%	8%
6	1561	7	9%	14%
7	98	9	-4%	13%
8	87	7	3%	-1%
9	418	6	8%	-1%
10	197	7	8%	7%
11	125	9	19%	7%
12	410	11	-3%	13%
13	1285	9	16%	12%
14	1569	5	6%	14%
Acceptable Range (CIWEM), % Difference			-10% to +20%	-15% to +25%

4.5 Future Growth Model Development

The future growth projections were incorporated into the model by importing the number of LUEs and the sewershed area into the nearest downstream, modeled manhole. The nearest downstream manhole was determined by the future growth area's location and topography. Future interceptor lines were drafted and included in the final plan as future interceptor projects to serve new growth and tie into the existing infrastructure. The exhibits in **Appendix D: Future Growth Exhibits** illustrate the estimated number of LUEs and sewershed area (acres) tying into the system for each location at each time horizon. The locations where future growth is anticipated to connect are indicated by blue triangles in the design storm modeling results (**Appendix E: Design Storm Modeling Results**). The future growth models did not factor in any planned or anticipated improvements; however, all known improvements were considered when developing recommendations.

5 MODEL RESULTS ANALYSIS

5.1 Overview of Modeling Results

The existing model and future growth models (5, 10, and 20-year time horizons) were simulated with the 5-year, 6-hour design storm (see Section 2.6 for more information regarding the design storm). This chapter provides an analysis of the outcomes derived from these simulations. Figure 5-1 provides a summary map of design storm results. In this figure, the colored circles denote manholes experiencing flooding during the simulation period. While the model might indicate flooding, it does not imply that the system will actually flood. It is recommended that further on-site evaluation and data collection (e.g., checking manholes for evidence of surcharge, targeted flow monitoring) be conducted before initiating any project based on modeling results.

A more detailed set of maps showing model results from PCSWMM is provided in Appendix E. In those maps, orange symbolizes pipes undergoing surcharge due to backup, indicative of downstream bottlenecks such as undersized pipes or lift stations. Pipes appearing as red are representing pipes experiencing surcharge due to capacity limitations, indicative of undersized pipes. These pipes can be considered bottlenecks to flow in the collection system. When evaluating projects, pipes surcharging due to backup are generally of lesser concern compared to those surcharging due to capacity limitations.

5.2 Existing System Design Storm Model Results

The analysis of the existing system under 5-year design storm conditions reveals two primary areas of concern:

- **Block House Interceptor**, which is situated in southwest Leander near Leander High School and flows northeast from west of Lakeline Blvd to Highway 183. The design storm model predicts that this section of pipe may currently be experiencing excessive surcharging and potential flood loss under 5-year storm conditions.
- **Mason Creek Interceptor**, located in central west Leander and flowing northeastward towards Lift Station 2, is predicted to experience excessive surcharge with some minimal flood loss according to the existing system model.

Other areas of lesser concern include a pipe segment in southeast Leander, near Lakewood Park, which is forecasted to experience surcharge due to capacity limitations. However, the level of surcharge is not considered critical. Manholes downstream of Lift Station 2 appear as flooded in the existing system modeling results. However, there are recent and ongoing upgrades at LS02 and its force main, and modeling of this area may be fine-tuned once upgrades are complete. There are also no known SSO issues in this vicinity; therefore, this area is not considered an area of concern for the present-day time horizon (Figure 5-1).

5.3 5-year Growth Design Storm Model Results

The results from the 5-year growth model simulation conducted with the design storm are presented in Figure 5-1. The previously identified areas of concern (Block House and Mason Creek Interceptors) exhibit exacerbated surcharge and flooding. In addition, it is anticipated that the **pipes near the RM2243 WWTP** and along the Horizon Park Interceptor will surcharge under 5-year growth conditions during the design storm. The **Horizon Park Interceptor** is an

older 12-inch line (circa 1986) with new developments recently tying into it, which is likely exacerbating the predicted surcharge conditions.

5.4 10-year Growth Design Storm Model Results

Like the 5-year growth model findings, the previously identified areas of concern show worsened surcharging and flooding. With the integration of the 10-year growth projection into the model, excessive surcharge and flooding is anticipated in the following locations (please also refer to Figure 5-1):

- **Benbrook Interceptor**, where there is a project currently listed in the City's Capital Improvement Plan (CIP) under WW.41 and is under design by GBA. Although this interceptor is not expected to become a concern until the 10-year time horizon, the City is taking proactive measures to address this interceptor.
- **Collaborative Way** sewers are another area of concern. Located in northwest Leander, these sewers flow southeast along Bagdad Rd and Collaborative Way, upstream of LS15. Growth was assumed to tie into these sewers upstream of Collaborative Way, although the actual tie-in locations may differ in the future. A conceptual plan of this area is presented in Section 6.10.
- **South Brushy Creek Interceptor**, which is situated in central west Leander, is projected to experience surcharge in the design storm simulation of the 10-year growth model.

5.5 20-year Growth Design Storm Model Results

The integration of the 20-year growth projection into the model, caused excessive surcharge and flooding is anticipated in the following locations (please also refer to Figure 5-1):

- Sewers near **Devine Lake**, upstream of the Benbrook Interceptor are forecasted to undergo significant flooding and surcharging. Although this pipe is relatively newly constructed, most of the growth expected in the northwest area of town is anticipated to connect to this stretch of pipe.
- The sewers flowing south along **N Ronald Reagan Blvd**, at the near the intersection of Hero Way, are projected to experience flooding and surcharging under the conditions of 20-year growth and a 5-year design storm event.

FIGURE 5-1: DESIGN STORM
MODELING RESULTS



Legend

- LS Lift Station
- WWTP Wastewater Treatment Plant
- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- Forcemain
- Road
- Railroad
- Creek/Stream/River
- Lake
- Leander City Limits
- Leander ETJ
- County Boundary



0 0.75 1.5

Miles

Date: 4/26/2024

Modeling Results

Existing Condition Results

- Flooded Manholes
- Surcharging Conduits

5-Year Results

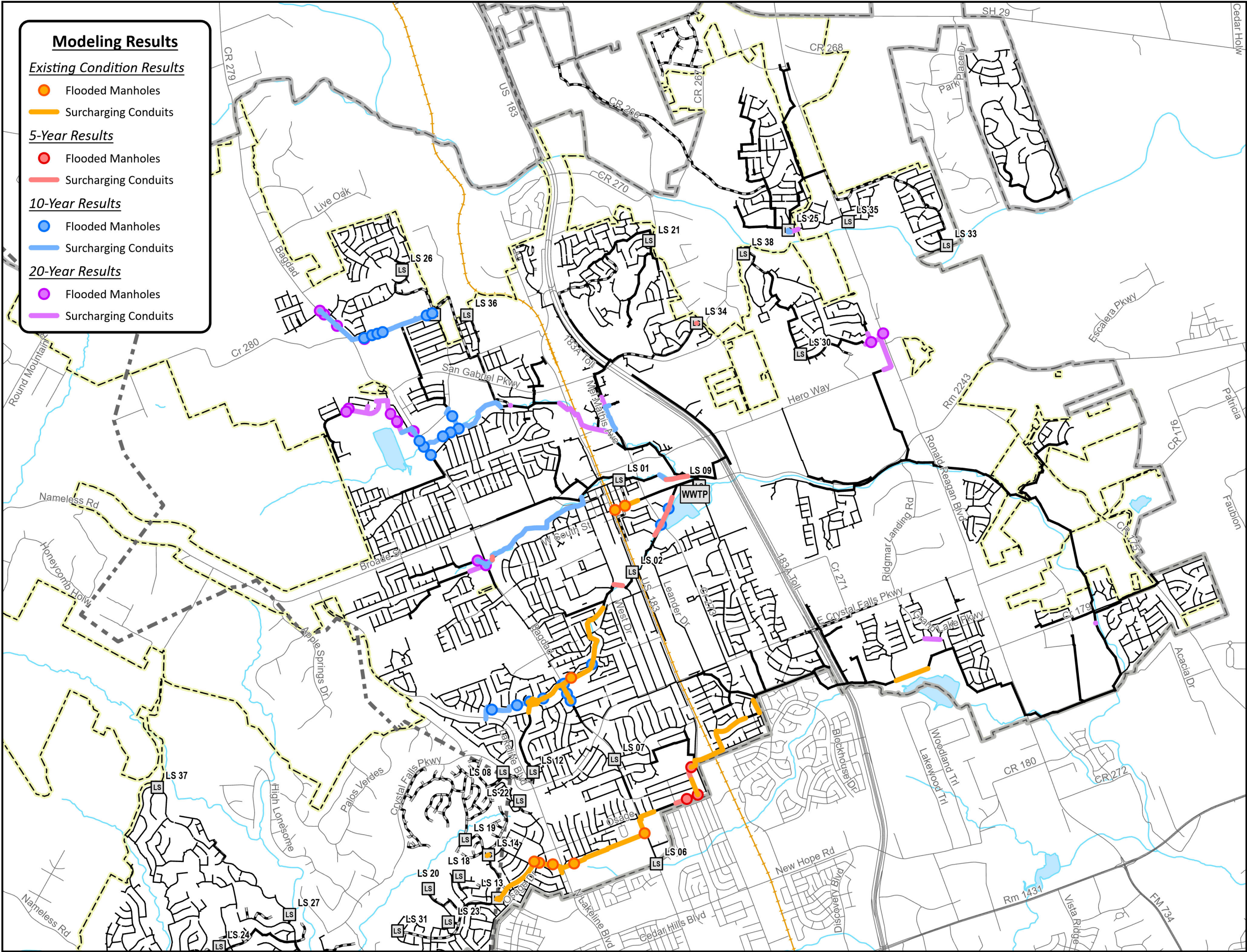
- Flooded Manholes
- Surcharging Conduits

10-Year Results

- Flooded Manholes
- Surcharging Conduits

20-Year Results

- Flooded Manholes
- Surcharging Conduits



5.6 Free Flow Model Results

A free flow model scenario was developed for the 20-year growth conditions whereby pipe capacities were increased until no surcharging or flooding was predicted in the model under 5-year, 6-hour design storm conditions. In the previous non-free flow design storm models, flood loss and surcharging diminish peak flows progressing downstream of any bottlenecks. The free flow analysis assumes that any flow entering the system will flow through the system and to the outfall without encountering restrictions or flood loss. This model scenario enables a comparison between a) the maximum 20-year free flow peaks that could be experienced without upstream flow restrictions and b) the existing full flow capacity of every modeled pipe. Additionally, this analysis facilitates the identification of capacity concerns not highlighted in the non-free flow design storm models, either due to flood loss, surcharging, or other flow restrictions upstream.

The findings from the free flow analysis significantly influence the identification and delineation of necessary projects and their extents. Figure 5-2 denotes pipes (shown in red) where the maximum 20-year free flow peak exceeds the existing pipe's full flow capacity. The pipe segments which are under capacity for the 20-yr free flow conditions generally align with the areas of concern previously identified from the design storm modeling results, with the addition of a few areas in southeast Leander at the downstream end of the Block House Creek interceptors (Figure 5-2). After further modeling of the recommended improvements, these pipes in southeast Leander, while still slightly under-sized for the 20-year free flow peak, do not flood or meet critical surcharge criteria when upstream flow restrictions are removed. Therefore, these pipes at the downstream end of the Block House Creek interceptors east of 183A (including the Lakewood Park area) are not of concern and likely do not require a project within the 20-year planning window.

Modeling Results
20-Yr Free Flow Peak Greater Than Existing Capacity



**City of Leander
Williamson County, TX**

FIGURE 5-2: 20-YEAR FREE FLOW MODELING RESULTS



Legend

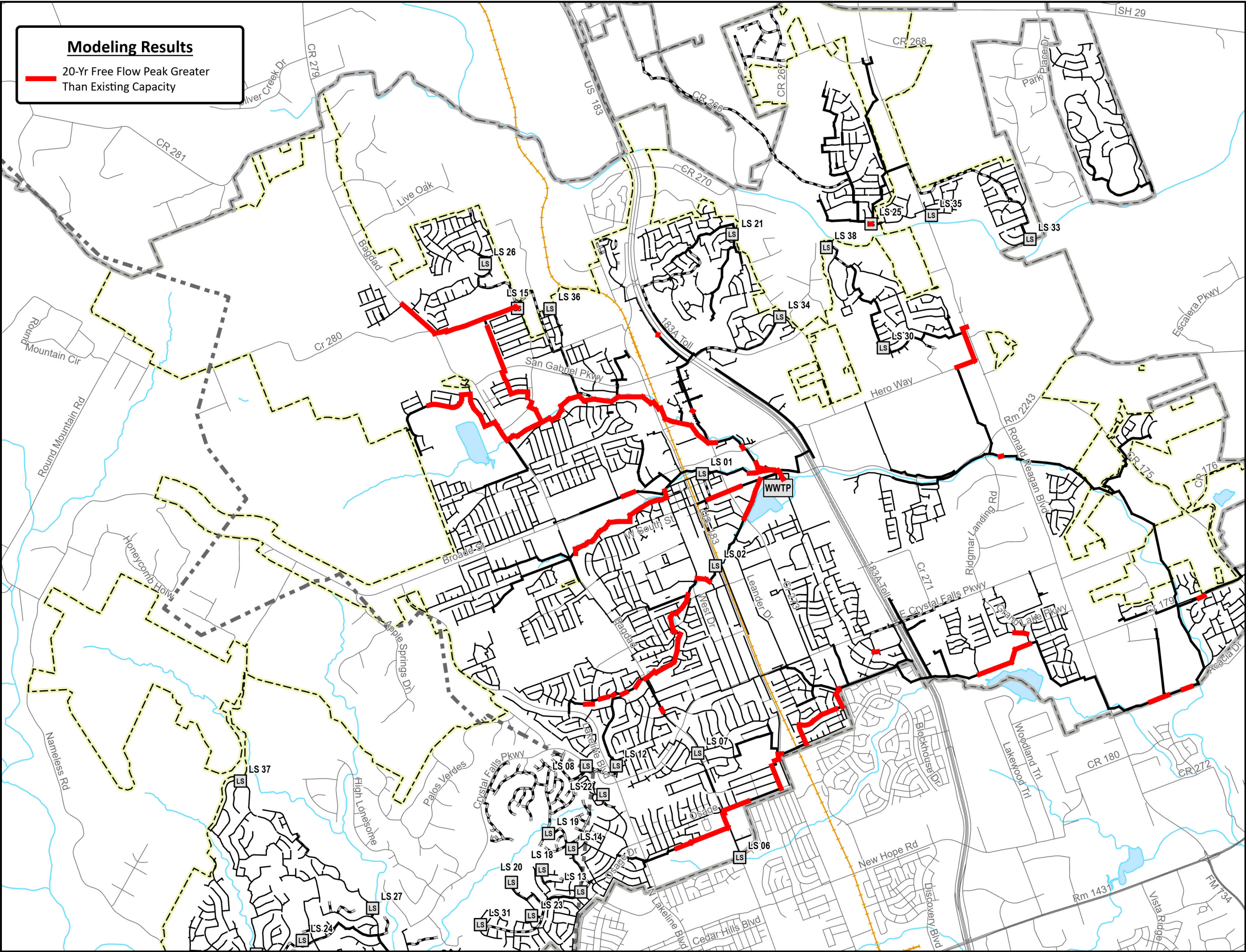
- LS Lift Station
- WWTP Wastewater Treatment Plant
- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- Forcemain
- Road
- Railroad
- Creek/Stream/River
- Lake
- Leander City Limits
- Leander ETJ
- County Boundary



0 0.75 1.5

Miles

Date: 4/26/2024



5.7 Lift Station Modeling

Lift stations were modeled in PCSWMM with the information available during model development. Several modeled lift stations were missing information regarding pump curves, capacities, start up and shut off depths, and wet well dimensions. Where information was missing or model calibration required it, an “ideal” pump assumption was used. Lift stations missing current pump curves (Lift Stations 01, 26, and 31) were modeled as “ideal” pumps, whereby outgoing flows are assumed to be equivalent to incoming flows. Other lift stations were better represented by ideal pumps during dry weather flow calibration (Lift Stations 02, 21, and 34). Further investigation, such as draw down testing, is recommended for fine-tuning of lift station modeling. However, conclusions can still be drawn regarding several crucial lift stations.

Table 5-1 summarizes the modeled flows reaching those lift stations with significant growth anticipated upstream over the next 20 years. Only modeled lift stations with anticipated upstream growth are included in Table 5-1 because smaller lift stations with limited growth upstream should primarily require O&M rather than significant capacity upgrade projects. Free flow peaks reaching each lift station at each time horizon are provided, along with the lift station’s estimated firm capacity and maximum (or emergency) capacity. As discussed previously, free flow peaks represent a conservative estimate of maximum peak flows that could be experienced, assuming all upstream flow restrictions are removed.

Cells shaded yellow indicate a flow rate that exceeds the lift station’s firm capacity, and cells shaded red indicate a flow rate that exceeds the lift station’s maximum capacity. LS02 and LS15 indicate need for capacity upgrades by the 10-year time horizon. However, as described in the next chapter, LS15 may be decommissioned if flows are sent to a new regional LS instead.

Table 5-1: Modeled Lift Stations With Growth Anticipated Upstream

Lift Station	Existing Sys. Free Flow Peak (MGD)	5-year Free Flow Peak (MGD)	10-year Free Flow Peak (MGD)	20-year Free Flow Peak (MGD)	Existing LS Firm Capacity (MGD) ¹	Existing LS Max Capacity (MGD) ²	Ideal Pump in Model ³ ?
LS 02	6.8	6.6	8.0	8.0	5.2	7.8	Yes
LS 15	0.4	0.4	2.1	3.4	0.6	1.2	No
LS 21	1.3	1.9	1.9	1.9	1.7	3.5	Yes
LS 25	1.2	1.2	1.5	1.8	8.3	9.7	No ⁴
LS 26	0.5	1.0	1.2	1.2	1.4	2.8	Yes
LS 30	0.4	0.8	0.8	0.8	0.8	1.6	No
Notes: 1) Firm capacity represents the capacity of the lift station assuming one pump is not running. 2) Max. capacity represents the capacity of the lift station assuming all available pumps are running. 3) Lift stations were modeled as “ideal” pumps ($Q_{in}=Q_{out}$) when pump curves were unavailable. It is advised that further investigations be conducted on these lift stations before considering improvements. 4) LS25 (Bar W Ranch) received two new 2,400 gpm pumps in Spring 2024 which tie into the 18" force main, in addition to the existing two 985 gpm pumps that tie into the 10" force main. During model development, only the two 985 gpm pumps were present, and this is how LS25 is represented in the model. Yellow shading indicates free-flow peak exceeds firm capacity of lift station (one pump not running). Red shading indicates free-flow peak exceeds maximum capacity of lift station (all pumps running).							

6 PROJECT RECOMMENDATIONS AND COSTS

This section outlines the conceptual projects identified from modeling, as well as the planning-level costs estimated for each identified project. Refer to Appendix H for additional recommendations on model maintenance and lessons learned.

6.1 Development of Planning-Level Costs

All planning-level costs of projects are in February 2024 dollars and include the opinion of probable construction cost (OPCC), along with a 20% construction contingency, a 30% factor for engineering and other soft costs (survey, public coordination, permitting, etc.), and an additional 10% contingency for projects involving railroad crossings. The inclusion of the railroad crossing contingency is due to additional engineering costs for obtaining permits and additional construction costs due to longer bores.

The estimated unit cost for acquiring easements for new infrastructure projects outside of existing right-of-way (ROW) or pre-existing easements was approximately \$88,000 per acre. This unit cost was determined by averaging the expenses of recent utility infrastructure easements in Central Texas for both developed and undeveloped areas and includes easement survey costs, engineering, ROW agent, condemnation, attorney fees, and easement acquisition costs.

All OPCCs are considered planning-level, and actual costs may vary significantly depending on final design, project scope and bidding environment. Planning-level construction cost estimates for both new and existing infrastructure projects were estimated based on the following assumptions:

- Gravity Lines: Gravity pipe construction costs generally cover excavation, pipe, ditch checks, manholes, extra depth, erosion control, restoration, and mobilization. The gravity pipe construction estimates also assume that 10% of gravity line length will be encased with a steel casing to account for roadway and stream crossings.
- Lift Stations: The cost for lift station construction generally covers erosion control, site work, wet well, pumps, site piping, electrical work, controls, jib crane, hoist, fencing, access road, restoration, and appurtenances. The lift station unit costs were calculated based on averaging construction costs from past lift station projects.
- Force Mains: Force main construction costs generally cover excavation, pipe, erosion control, and restoration. The force main construction estimates also assume that 10% of force main length will be encased with a steel casing to account for roadway and stream crossings.
- Conversion of On-Site Septic Facilities: A unit cost of \$30,000/acre was estimated for future projects providing wastewater service to existing on-site septic facilities (OSSF) and includes infrastructure necessary to connect septic areas to City sewer. The unit cost is sourced from an average cost of converting OSSF to City sewer service in the Falcon Oaks subdivision.

6.2 Field Investigations Prior to Design

In order to confirm a relief project's urgency and necessity, field investigations and targeted flow metering are recommended before initiating design and construction. The hydraulic model is most accurate nearest the meter locations used for model calibration. Locations in the model that are relatively far upstream or downstream from a meter location are more likely to be imprecise in terms of flow predictions. Many site-specific factors in the collection system can impact flow conditions at a particular location that may not be readily apparent from flow data collected far downstream of that location (such as branching interceptors or diversions). Also, timing and scale of future growth may vary from growth projections assumed in this report, which may drastically change the necessity of projects listed below under future time horizons. Therefore, it is in the City's best interest to confirm and corroborate model results and project necessity before embarking on a costly relief or replacement project.

Table 6-1 describes the primary benefits and costs of performing targeted field investigations and flow monitoring prior to relief project implementation. Overall, these investigations are highly recommended and can help confirm the necessity and urgency of a project identified from modeling.

Table 6-1: Benefits and Costs of Targeted Investigations Prior to Relief Design

Benefits	Costs
+ Verify site-specific flow conditions necessitate a project at all, potentially saving City budget if a project is eliminated, postponed, or reduced in scope + Determine level of risk of postponing a project if flow conditions are not as concerning as originally predicted/modeled + Verify presence or absence of surcharge evidence (rags, high water marks, high water levels) + Verify site-specific hydraulics for fine-tuned modeling, such as diameters or pipe inverts that could not be collected during initial manhole inspections	- Additional costs of performing field investigations, flow monitoring and any supplementary modeling - Delays timeline toward project completion if project is essential

6.3 Project Summary

Table 6-2 and Figure 6-1 present a summary of all projects identified as part of the collection system master planning project. Further description of the recommended projects are provided in the sections below. IDs for each project (e.g., "WW.00.01") are formatted such that the middle two digits represent the time horizon by which the project becomes necessary ("00" for present day, "05" for 5-year growth conditions, etc.), and the second two digits represent a unique project number for that time horizon. Though parts of the existing system are overloaded and need relief prior to the 20 year growth horizon, all sizing recommendations are based on the 20 year future growth flows.

Leander, TX
Collection System Master Plan
Table 6-2: Overall Project List

Project ID	Infrastructure Type	Time Horizon	FY24 CIP Project ID	Project Name	Type of Improvement	Pipe Diameter (in) ¹	Total Length of Pipe (ft)	Lift Station Flow Rate (mgd)	Planning-Level Construction OPCC without Contingency	Construction Contingency (30%)	Planning-Level Construction OPCC with Contingency	Engineering & Survey (20%)	ROW Acquisition	Planning-Level Capital Cost (OPCC with Contingency + Engr./Survey + ROW Acq.) ²
WW.00.01	Existing/Relief	Present Day	-	Block House Interceptor	Exist. Gravity Relief/Upsizing	21"-24"	13,020	-	\$ 11,327,000	\$ 3,398,000	\$ 14,725,000	\$ 2,945,000	\$ -	\$ 17,670,000
WW.00.02	Existing/Relief	Present Day	-	Mason Creek Interceptor	Exist. Gravity Relief/Upsizing	15"-24"	8,170	-	\$ 6,597,000	\$ 1,979,000	\$ 8,576,000	\$ 1,715,000	\$ -	\$ 10,291,000
WW.05.01	Existing/Relief	5-Year	-	Horizon Lake Interceptor	Exist. Gravity Relief/Upsizing	18"-36"	3,660	-	\$ 3,617,000	\$ 1,085,000	\$ 4,702,000	\$ 940,000	\$ -	\$ 5,642,000
WW.05.02	New/Extension	5-Year	-	Lonestar Landing WW Improvements	New Gravity to Serve Growth	8"	1,225	-	\$ 620,000	\$ 186,000	\$ 806,000	\$ 161,000	\$ 124,000	\$ 1,091,000
WW.05.03	New/Extension	5-Year	-	RM 2243 to Hero Way WW Improvements - East Segment Ph. 1	New Gravity to Serve Growth	12"	1,350	-	\$ 810,000	\$ 243,000	\$ 1,053,000	\$ 211,000	\$ 136,000	\$ 1,400,000
WW.10.01	Existing/Relief	10-Year	WW.41	Benbrook Interceptor (Under Design)	Exist. Gravity Relief/Upsizing	27"	8,460	-	\$ 9,870,000	\$ 2,961,000	\$ 12,831,000	\$ 2,566,000	\$ -	\$ 15,397,000
WW.10.02	Existing/Relief	10-Year	-	Collaborative Way	Exist. Gravity Relief/Upsizing	18"	5,780	-	\$ 4,379,000	\$ 1,314,000	\$ 5,693,000	\$ 1,139,000	\$ -	\$ 6,832,000
WW.10.03	Existing/Relief	10-Year	WW.25	South Brushy Creek Interceptor	Exist. Gravity Relief/Upsizing	15"-24"	6,400	-	\$ 4,493,000	\$ 1,348,000	\$ 5,841,000	\$ 1,168,000	\$ -	\$ 7,009,000
WW.10.04	New/Extension	10-Year	-	South Ronald Reagan Blvd. WW Improvements	New Gravity to Serve Growth	8"	2,000	-	\$ 1,012,000	\$ 304,000	\$ 1,316,000	\$ 263,000	\$ 202,000	\$ 1,781,000
WW.10.05	New/Extension	10-Year	-	Journey Pkwy and Ronald Reagan Blvd WW Improvements	New Gravity to Serve Growth	8"	4,675	-	\$ 2,366,000	\$ 710,000	\$ 3,076,000	\$ 615,000	\$ 472,000	\$ 4,163,000
WW.10.06	New/Extension	10-Year	-	US 183-A WW Improvements Ph. 1	New Gravity to Serve Growth	8"	450	-	\$ 228,000	\$ 68,000	\$ 296,000	\$ 59,000	\$ 45,000	\$ 400,000
WW.10.07	New/Extension	10-Year	-	US 183-A WW Improvements Ph. 2	New Gravity to Serve Growth	8"	875	-	\$ 443,000	\$ 133,000	\$ 576,000	\$ 115,000	\$ 88,000	\$ 779,000
WW.10.08	New/Extension	10-Year	-	Linda Hall WW Improvements	New Gravity to Serve Growth	12"	3,600	-	\$ 2,160,000	\$ 648,000	\$ 2,808,000	\$ 562,000	\$ 363,000	\$ 3,733,000
WW.10.09	New/Extension	10-Year	-	North Fork Brushy Creek WW Interceptor Improvements Ph. 1	New Gravity to Serve Growth	18"	4,630	-	\$ 3,506,000	\$ 1,052,000	\$ 4,558,000	\$ 912,000	\$ 467,000	\$ 5,937,000
WW.10.10	New/Extension	10-Year	-	North Brushy Creek WW Interceptor Improvements	New Gravity to Serve Growth	18"-21"	2,800	-	\$ 2,250,000	\$ 675,000	\$ 2,925,000	\$ 585,000	\$ 282,000	\$ 3,792,000
WW.10.11	New/Extension	10-Year	-	North Bagdad Rd. Lift Station Ph. 1	New Gravity/LS to Serve Growth	18"(G), 10"(F)	10,600(G/F)	1.15	\$ 6,235,000	\$ 1,871,000	\$ 8,106,000	\$ 1,621,000	\$ 756,000	\$ 10,483,000
WW.10.12	New/Extension	10-Year	-	San Gabriel East Regional Lift Station	New LS to Serve Growth	8" (F)	5,500(F)	0.90	\$ 2,593,000	\$ 778,000	\$ 3,371,000	\$ 674,000	\$ 312,000	\$ 4,357,000
WW.10.13	New/Extension	10-Year	-	San Gabriel River WW Interceptor Improvements Ph. 1	New Gravity to Serve Growth	15"-18"	5,140	-	\$ 3,863,000	\$ 1,159,000	\$ 5,022,000	\$ 1,004,000	\$ 518,000	\$ 6,544,000
WW.10.14	New/Extension	10-Year	-	San Gabriel West Regional Lift Station Ph. 1	New Lift Station	16"(F)	13100	3.60	\$ 8,349,000	\$ 2,505,000	\$ 10,854,000	\$ 2,171,000	\$ 696,000	\$ 13,721,000
WW.10.15	New/Extension	10-Year	-	Lift Station #15, #26, and #36 Decommission	New Gravity to Serve Growth	8"-21"	10,050	-	\$ 8,331,000	\$ 2,499,000	\$ 10,830,000	\$ 2,166,000	\$ 1,014,000	\$ 14,010,000
WW.20.01	Existing/Relief	20-Year	-	Devine Lake	Exist. Gravity Relief/Upsizing	27"	5,240	-	\$ 5,625,000	\$ 1,688,000	\$ 7,313,000	\$ 1,463,000	\$ -	\$ 8,776,000
WW.20.02	Existing/Relief	20-Year	WW.37/38	North Brushy Creek Interceptor	Exist. Gravity Relief/Upsizing	33"-36"	6,150	-	\$ 8,265,000	\$ 2,480,000	\$ 10,745,000	\$ 2,149,000	\$ -	\$ 12,894,000
WW.20.03	Existing/Relief	20-Year	-	North Ronald Reagan	Exist. Gravity Relief/Upsizing	12"-15"	2,500	-	\$ 1,640,000	\$ 492,000	\$ 2,132,000	\$ 426,000	\$ -	\$ 2,558,000
WW.20.04	New/Extension	20-Year	-	RM 2243 to Hero Way WW Improvements - West Segment	New Gravity to Serve Growth	8"-12"	4,340	-	\$ 2,356,000	\$ 707,000	\$ 3,063,000	\$ 613,000	\$ 437,000	\$ 4,113,000
WW.20.05	New/Extension	20-Year	-	San Gabriel River WW Interceptor Improvements Ph. 2	New Gravity to Serve Growth	8"-15"	9,050	-	\$ 5,402,000	\$ 1,621,000	\$ 7,023,000	\$ 1,405,000	\$ 913,000	\$ 9,341,000
WW.20.06	New/Extension	20-Year	-	North Fork Brushy Creek WW Interceptor Improvements Ph. 2	New Gravity to Serve Growth	12"-15"	2,650	-	\$ 1,708,000	\$ 512,000	\$ 2,220,000	\$ 444,000	\$ 268,000	\$ 2,932,000
WW.20.07	New/Extension	20-Year	-	San Gabriel Pkwy. WW Interceptor Ph. 1	New Gravity to Serve Growth	18"	3,350	-	\$ 2,540,000	\$ 762,000	\$ 3,302,000	\$ 660,000	\$ 338,000	\$ 4,300,000
WW.20.08	New/Extension	20-Year	-	San Gabriel Pkwy. WW Interceptor Ph. 2	New Gravity to Serve Growth	12"	3,150	-	\$ 1,890,000	\$ 567,000	\$ 2,457,000	\$ 491,000	\$ 318,000	\$ 3,266,000
WW.20.09	New/Extension	20-Year	-	Lakeline Blvd. WW Improvements	New Gravity to Serve Growth	15"	5,030	-	\$ 3,311,000	\$ 993,000	\$ 4,304,000	\$ 861,000	\$ 507,000	\$ 5,672,000
WW.20.10	New/Extension	20-Year	-	Colorado Basin Lift Station	New LS to Serve Growth	10"(F)	3,750	1.35	\$ 2,782,000	\$ 835,000	\$ 3,617,000	\$ 723,000	\$ 224,000	\$ 4,564,000
WW.20.11	New/Extension	20-Year	-	Lift Station #38 Decommission	New Gravity to Serve Growth	12"	400	-	\$ 540,000	\$ 162,000	\$ 702,000	\$ 140,000	\$ 40,000	\$ 882,000
WW.20.12	New/Extension	20-Year	-	Greatwood WW Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 8,010,000	\$ 2,403,000	\$ 10,413,000	\$ 2,083,000	\$ -	\$ 12,496,000
WW.20.13	New/Extension	20-Year	-	Whitt Ranch Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 2,310,000	\$ 693,000	\$ 3,003,000	\$ 601,000	\$ -	\$ 3,604,000
WW.20.14	New/Extension	20-Year	-	Sullivan Tract Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 9,270,000	\$ 2,781,000	\$ 12,051,000	\$ 2,410,000	\$ -	\$ 14,461,000
WW.20.15	New/Extension	20-Year	-	Leander Estates Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 6,300,000	\$ 1,890,000	\$ 8,190,000	\$ 1,638,000	\$ -	\$ 9,828,000
WW.20.16	New/Extension	20-Year	-	Hilltop Ranch Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 3,150,000	\$ 945,000	\$ 4,095,000	\$ 819,000	\$ -	\$ 4,914,000
WW.20.17	New/Extension	20-Year	-	North Bagdad Rd. Lift Station Ph. 2	New Pumps for Existing LS	-	-	1.44	\$ 245,000	\$ 74,000	\$ 319,000	\$ 64,000	\$ 35,200	\$ 418,000
WW.20.18	New/Extension	20-Year	-	San Gabriel West Regional Lift Station Ph. 2	Proposed LS Expansion	-	-	4.68	\$ 586,000	\$ 176,000	\$ 762,000	\$ 152,000	\$ 35,000	\$ 949,000
WW.20.19	New/Extension	20-Year	-	San Gabriel West WW Improvements	New Gravity to Serve Growth	8"-18"	3,860	-	\$ 2,215,000	\$ 665,000	\$ 2,880,000	\$ 576,000	\$ 389,000	\$ 3,845,000
WW.20.20	New/Extension	20-Year	-	San Gabriel East Regional Lift Station Ph. 2	Proposed LS Expansion	10" (F)	5,500	2.30	\$ 2,539,000	\$ 762,000	\$ 3,301,000	\$ 660,000	\$ 312,000	\$ 4,273,000
WW.20.21	New/Extension	20-Year	-	RM 2243 to Hero Way WW Improvements - East Segment Ph. 2	New Gravity to Serve Growth	8"	5,925	-	\$ 2,998,000	\$ 899,000	\$ 3,897,000	\$ 779,000	\$ 598,000	\$ 5,274,000
WW.20.22	New/Extension	20-Year	-	CR 175 and RM 2243 WW Improvements	New Gravity to Serve Growth	8"-12"	5,160	-	\$ 2,637,000	\$ 791,000	\$ 3,428,000	\$ 686,000	\$ 520,000	\$ 4,634,000
WW.20.23	New/Extension	20-Year	-	CR 175 and CR 176 WW Improvements	New Gravity to Serve Growth	8"-12"	7,500	-	\$ 4,402,000	\$ 1,321,000	\$ 5,723,000	\$ 1,145,000	\$ 757,000	\$ 7,625,000

Notes:

1) For pipe diameters and lengths, gravity main is assumed, except where (F) indicates force main, and (G) indicates gravity main.

2) For new/extension projects not within the ROW or an existing easement, a unit cost of \$87,900/acre was utilized for easement cost estimates.

The easement unit cost includes survey, easement acquisiton, engineering fees, condemnation/attorney fees, and ROW agent fees.

3) It is recommended that further on-site evaluation and data collection (e.g., checking manholes for evidence of surcharge, targeted flow monitoring) be conducted before initiating any project based on modeling results.

Subtotal, Existing/Relief Projects	\$ 87,069,000
Subtotal, New/Extension Projects ²	\$ 179,582,000
Total, All Projects	\$ 266,651,000

Time Horizon	Capital Cost
Present Day	\$ 27,961,000
5-Year	\$ 8,133,000
10-Year	\$ 98,938,000
20-Year	\$ 131,619,000
Total, All Projects	\$ 266,651,000

**City of Leander
Williamson County, TX**

**FIGURE 6-1:
OVERALL PROJECTS**



Legend

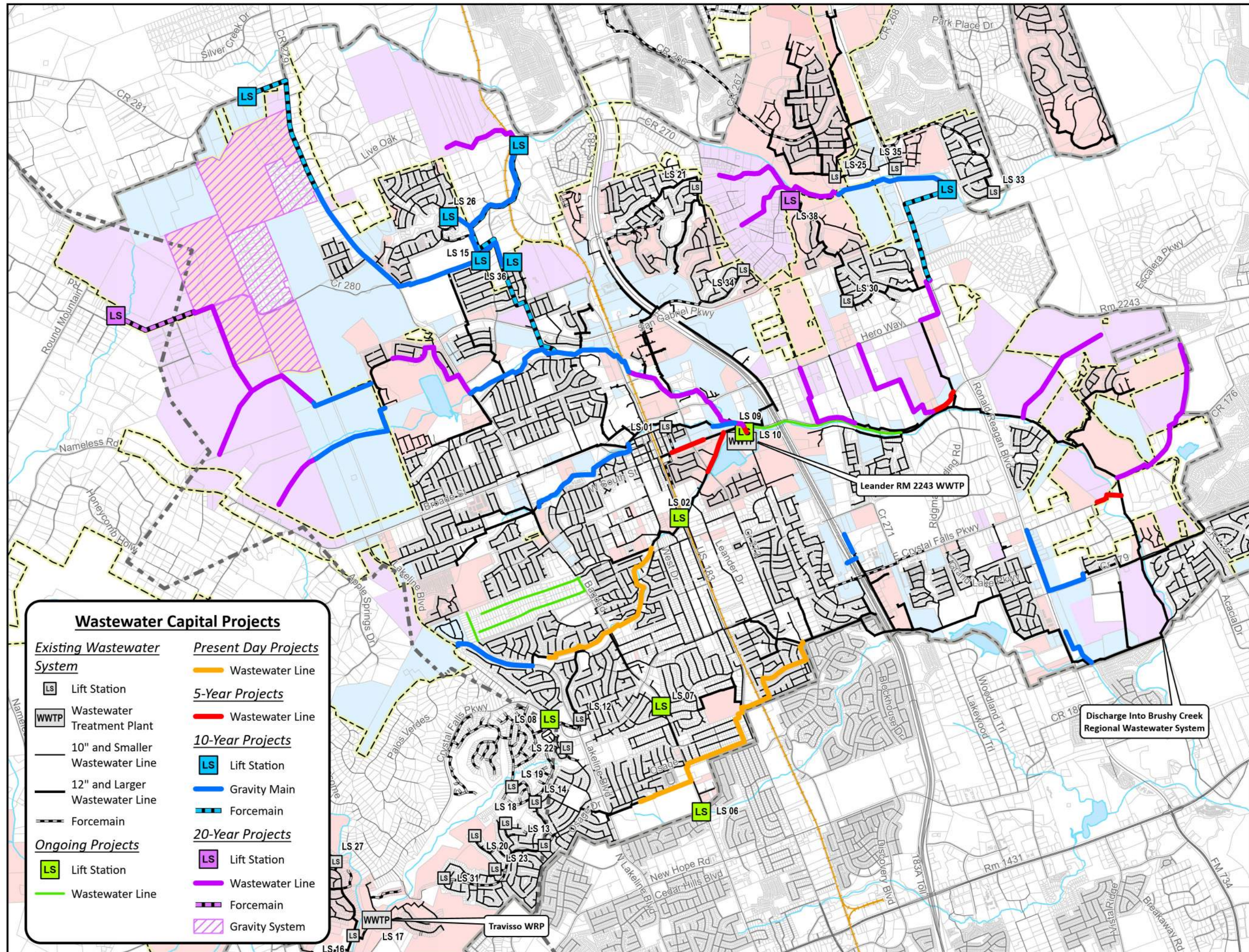
- Road
- Railroad
- ~ Creek/Stream/River
- Lake
- Leander City Limits
- Leander ETJ
- County Boundary
- 5-Year Projected Development
- 10-Year Projected Development
- 20-Year Projected Development



0 0.75 1.5

Miles

Date: 6/12/2024



Wastewater Capital Projects

Existing Wastewater System

- LS Lift Station
- WWTP Wastewater Treatment Plant
- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- Forcemain

Ongoing Projects

- LS Lift Station
- Wastewater Line

Present Day Projects

- Wastewater Line

5-Year Projects

- Wastewater Line

10-Year Projects

- LS Lift Station
- Gravity Main
- Forcemain

20-Year Projects

- LS Lift Station
- Wastewater Line
- Forcemain
- Gravity System

6.4 Present Day (Existing Conditions) Projects

Present day projects (those requiring attention under existing conditions) are presented in Figure 6-2, along with projects from the 5-year time horizon. Further description of projects is provided below.

Block House Interceptor (WW.00.01)

The western section of the Block House Interceptor, spanning from Leander High School to Highway 183, was predicted to have flooding and excessive surcharging under the existing system model conditions and was in turn recommended as the top priority project in the project recommendations list (Refer to Section 6.8 for more information outlining the methodology in prioritizing projects). Modeling results show that upon upsizing this upstream section, the downstream section of the Block House Interceptor, spanning from Highway 183 to Fall Creek Dr., is then predicted to undergo flooding and surcharging (Figure 6-2). Therefore, both segments of the Block House Interceptor are proposed to be upsized from pipes ranging from 8"-18" in diameter currently up to 21"-24" pipes.

The Block House Interceptor is downstream of several lift stations (including Lift Station 13) and approximately 9,000 feet of total force main serving the Bluffs subdivision. During model calibration, LS13 generated significant flow peaks when its provided pump curve was used. These peaks led to surcharging in the gravity sewer segment upstream of the Block House Interceptor project extents when utilizing the provided pump curve. However, this issue was resolved when the pump was set to an ideal pump configuration. The ideal pump configuration also allowed for a more consistent dry weather calibration. Therefore, it was believed that these anomalous peaks did not represent reality based on downstream flow monitoring data, and an ideal pump configuration was retained at LS13.

The tributary flows to the lift stations upstream of the Block House Creek interceptors also significantly impact the maximum flow downstream. Further investigation such as flow monitoring and analysis of lift station performance during wet weather events is recommended for the Block House Interceptor. Flow monitoring for the Block House Interceptor is recommended directly downstream of Lift Station 13, west of Lakeline Blvd, to confirm flow conditions created by the lift stations. Further investigation should confirm design flows and relief sewer sizing.

Mason Creek Interceptor (WW.00.02)

The Mason Creek Interceptor was predicted to experience surcharging and minimal flooding during the existing system model. The stretch of pipe that is proposed to be improved is approximately 8,200 ft in length and ranges from the intersection of Sonny Dr. and Lakeline Blvd. flowing northeast until it approaches West Dr (Figure 6-2). The existing pipe segment has diameters ranging from 12"-18" and is proposed to be upsized to pipe diameters ranging from 15"-24". Once again, further investigation such as flow monitoring and field checks are recommended before design initiation.

The Block House Creek and Mason Creek Interceptor projects are situated in Flow Meter Basins 13 and 14, respectively. These two basins were shown to have excessive inflow during wet weather. Therefore, it should be noted that peak wet weather flows in these basins could potentially be reduced by I/I mitigation efforts, thus reducing capacity concerns along these interceptors. However, the extent of I/I reduction that is possible is unknown.

6.5 5-year Projects

5-year projects (those projects requiring attention under 5-year growth conditions) are presented in Figure 6-2, along with projects from the present day time horizon. Further description of projects is provided below.

Horizon Lake Interceptor (WW.05.01)

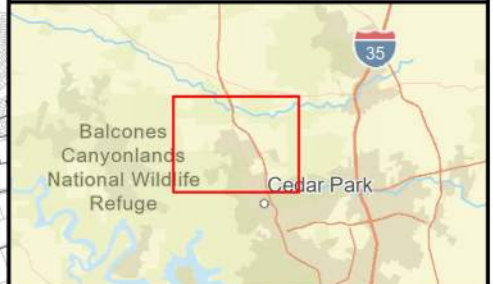
The Horizon Lake Interceptor project includes three distinct segments of pipe located upstream of the RM2243 WWTP (Figure 6-2). Analysis based on the five-year growth model identified these pipes as meeting critical surcharge criteria, while the free flow analysis revealed their undersized capacity for serving 20-year free flow capacities. The total length of pipes selected to be upsized is roughly 1,850 ft and the existing pipe diameters are 12", 15", and 21". It is proposed to upgrade the existing 12" and 15" segments to 18", while the 21" pipe segments are recommended to be upsized to a diameter of 36".

5-year Extension Projects Summary

Two subdivisions are anticipated to undergo development and necessitate wastewater service by the five-year time horizon, projected for 2027. The Lonestar Landing subdivision is planned for the southeast area of Leander, with a proposed 8" line intended to connect the subdivision to the Brushy Creek Interceptor (WW.05.02). Similarly, the M Ranch Townhouses, also situated in southeast Leander, are slated to be served by a proposed 12" gravity line extension running on the north side of RM2243 to connect to the Brushy Creek Interceptor (WW.05.03, Figure 6-2). For further information on 5-year extension projects, refer to Table 6-4.

**City of Leander
Williamson County, TX**

**FIGURE 6-2: PRESENT DAY
& 5-YEAR PROJECTS**



Legend

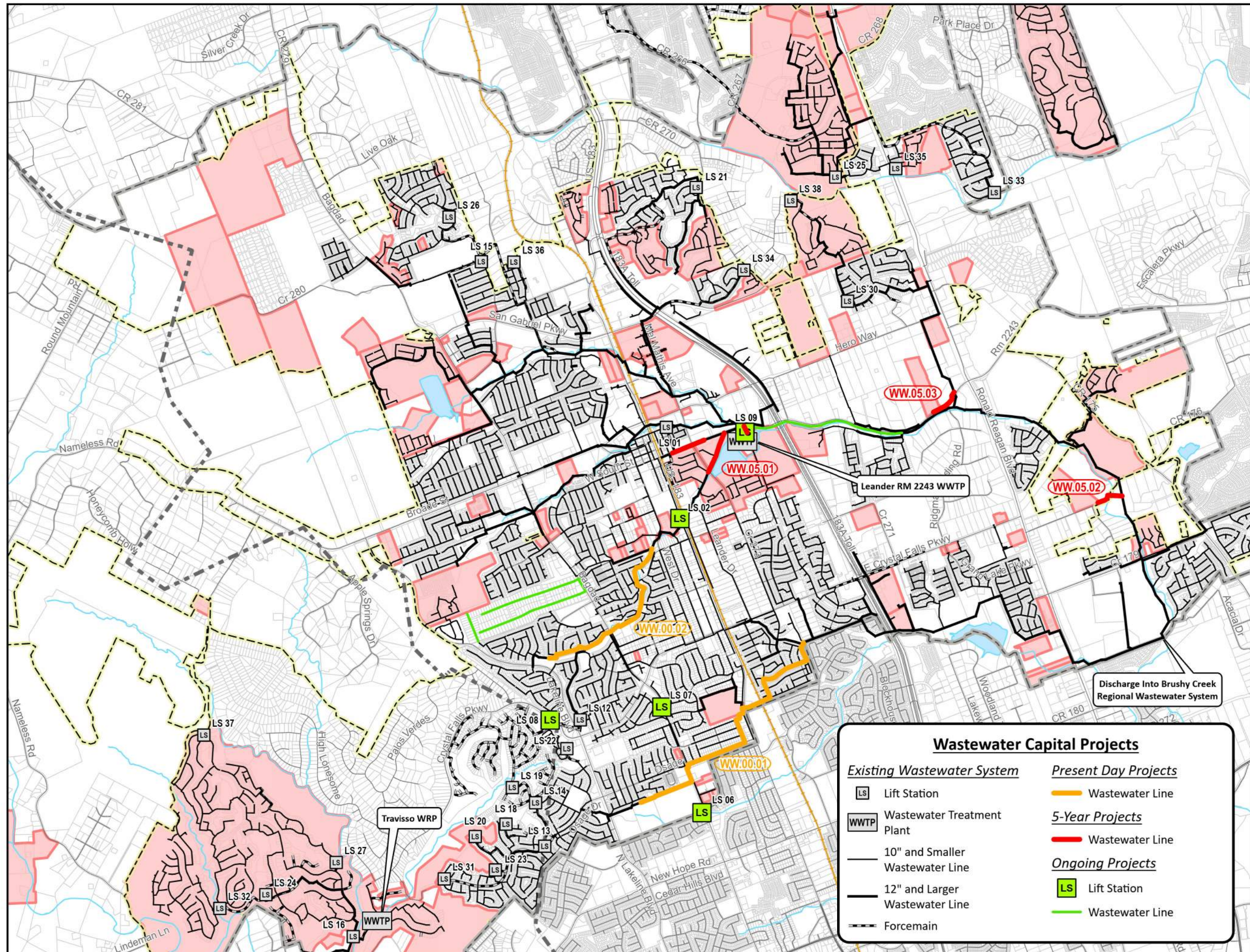
-  Road
-  Railroad
-  Creek/Stream/River
-  Lake
-  Leander City Limits
-  Leander ETJ
-  County Boundary
-  5-Year Projected Development



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Miles

Date: 4/26/2024



Wastewater Capital Projects

Existing Wastewater System

-  Lift Station
-  Wastewater Treatment Plant
-  10" and Smaller Wastewater Line
-  12" and Larger Wastewater Line
-  Forcemain

Present Day Projects

-  Wastewater Line

5-Year Projects

-  Wastewater Line

Ongoing Projects

-  Lift Station
-  Wastewater Line

6.6 10-year Projects

10-year projects (those projects requiring attention under 10-year growth conditions) are presented in Figure 6-3. Further description of key 10-year projects is provided below.

Benbrook Interceptor (WW.10.01)

The Benbrook Interceptor line is a segment of the North Brushy Creek Interceptor that is approximately 8,500 ft in length and is located in northwest Leander, from Bagdad Rd to the east of Highway 183 and the railroad tracks. This project is already identified as a CIP project in Leander's FY2024 CIP as WW.41. This interceptor is predicted to experience flooding and surcharging in the 10-year growth model, due to heavily concentrated growth anticipated in the northwest area of Leander by that time horizon. This region of Leander anticipates significant growth over the next 20 years, with development extending upstream of the Benbrook Interceptor. A portion of this growth is conservatively estimating that on-site septic facilities (OSSF) will be integrated into the City's service network over the next 20 years. The interceptor currently has 15" and 21" lines, and it is recommended to upsize to a pipe diameter range of 27"-33".

Collaborative Way (WW.10.02) and N Bagdad Rd Lift Station (WW.10.11)

In the northwest area of Leander, there are anticipated 10- and 20-year growth areas, located west of N Bagdad Rd. The proposed N Bagdad Lift Station is intended to accommodate this future growth and convey flow through a force main running south along Bagdad Road to connect to the existing line flowing east along Collaborative Way (Figure 6-3). The section of existing gravity pipe extending to Lift Station 15 along Collaborative Way is proposed to be upsized from 8-12" pipes to 18" pipe. The true timing and necessity of these projects will heavily depend on actual growth to the north and west of Collaborative Way and N Bagdad Rd.

San Gabriel West Regional Lift Station Ph 1 (WW.10.14) and Decommissioning of Lift Station #15, #26, #36 (WW.10.15)

Lift stations #15, #26, and #36 are recommended for decommissioning, and their flow redirected by gravity to the proposed San Gabriel West Regional Lift Station. This regional lift station is designed to accommodate the anticipated growth over both 10 and 20 years, with an estimated maximum two-hour peak flow of 1.15 MGD. An 8-inch force main would be necessary to meet the force main velocity requirements outlined by the Texas Commission on Environmental Quality (TCEQ). Twenty-year growth is also expected to be served by the LS and would therefore require pump upgrades and force-main upsizing in the 20-yr time horizon.

South Brushy Creek Interceptor (WW.10.03)

The South Brushy Creek Interceptor is located in central Leander and flows to the east along the Brushy Creek south of Hero Way and north of South St. A segment of the South Brushy Creek Interceptor met critical surcharge criteria in the 10-year design storm results

and worsened to flooding by the 20-yr design storm. The segment of pipe proposed to be upsized to 15"-24" pipe begins to the east of Bagdad Rd and ends when it reaches Broade St.

10-year Extension Projects Summary

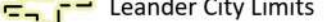
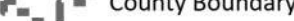
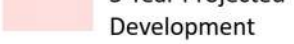
Growth is expected throughout Leander by the 10-year time horizon, and several 8" gravity lines are proposed to tie future growth into the system (WW.10.04 -WW.10.07). A 12" gravity extension is proposed to service new growth in southwest Leander near the Mason Hills neighborhood (WW.10.08). Due to the heavily concentrated growth anticipated in northwest Leander, 18"-21" gravity extensions were proposed to cater to that growth (WW.10.09 & WW.10.10). In northeast Leander, the San Gabriel East Regional Lift Station and the associated gravity line and force main are proposed to serve 10-year growth (WW.10.12 & WW.10.13). For further information on extension projects, refer to Table 6-4.

City of Leander
Williamson County, TX

FIGURE 6-3:
10-YEAR PROJECTS



Legend

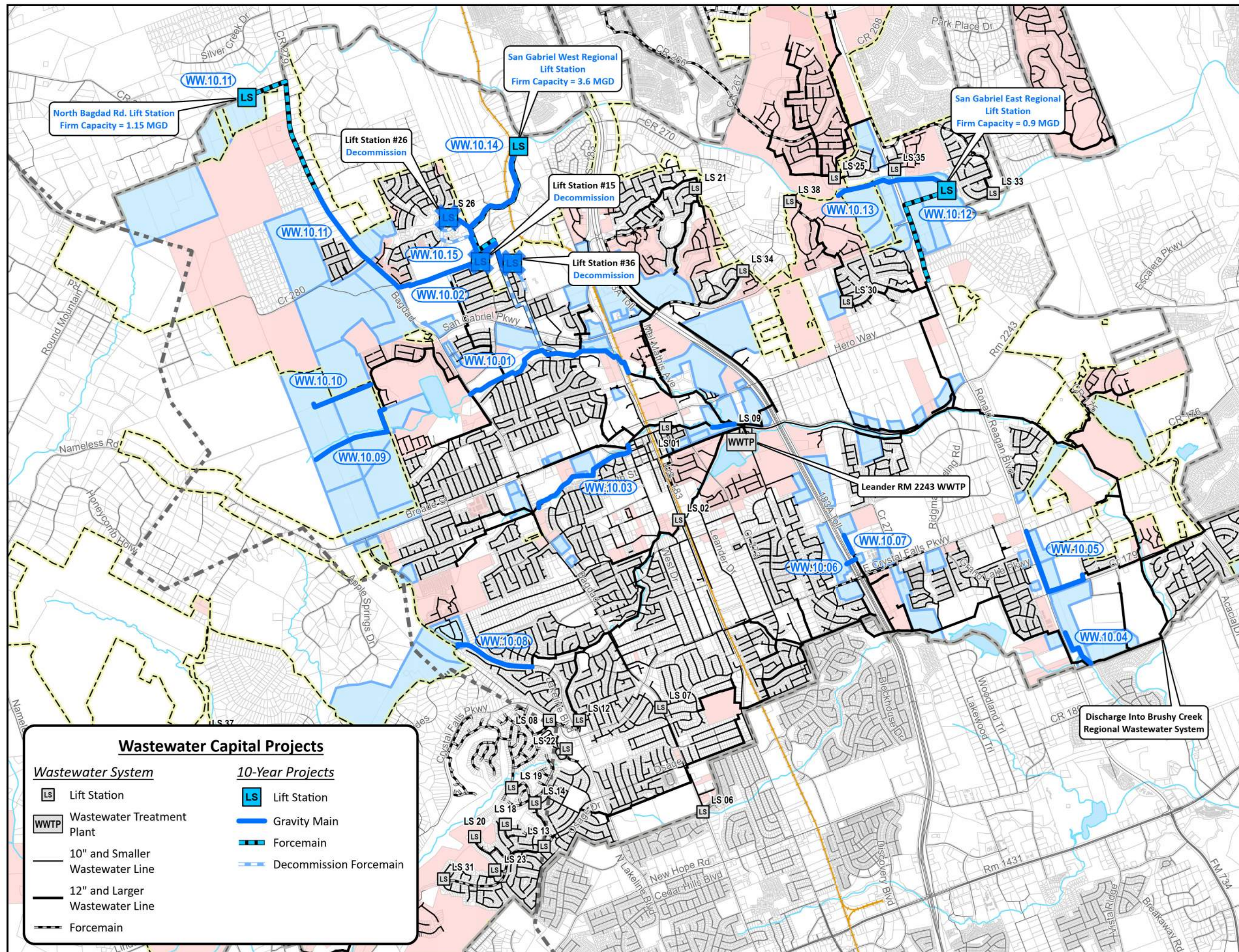
-  Road
-  Railroad
-  Creek/Stream/River
-  Lake
-  Leander City Limits
-  Leander ETJ
-  County Boundary
-  5-Year Projected Development
-  10-Year Projected Development



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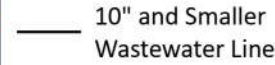
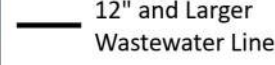
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Date: 6/11/2024



Wastewater Capital Projects

Wastewater System

-  Lift Station
-  Wastewater Treatment Plant
-  10" and Smaller Wastewater Line
-  12" and Larger Wastewater Line
-  Forcemain

10-Year Projects

-  Lift Station
-  Gravity Main
-  Forcemain
-  Decommission Forcemain

6.7 20-year Projects

20-year projects (those projects requiring attention under 20-year growth conditions) are presented in Figure 6-4. Further description of these projects is provided below.

Devine Lake (WW.20.01)

The Devine Lake project proposes upgrading the pipe segment preceding the Benbrook Interceptor from 18 inches to 27 inches in diameter. This stretch of pipe was predicted to undergo flooding and excessive surcharging in the 20-year time horizon (Table 6-3) due to high rates of upstream growth and relatively flat slopes along this section of sewer. It is advised to analyze the actual extent of upstream growth during the design phase to verify project necessity and to confirm that the unmodeled upstream pipes can adequately fulfill capacity requirements.

North Brushy Creek Interceptor (WW.20.02)

The segment of the North Brushy Creek Interceptor downstream of the Benbrook Interceptor, extending all the way to the RM2243 WWTP, is proposed to be upsized within the 20-year timeframe. Currently, this 6,000 ft pipe segment has diameters ranging from 21" - 30", and it is recommended to increase sizes to 33" - 36". Although this pipe segment was not initially identified as a concern area in the growth model, it has been selected for upgrade due to the existing pipes' inability to handle the anticipated 20-year free flow peaks. This implies that upon completion of the upstream projects such as the Devine Lake, Benbrook Interceptor and other future extension projects in northwest Leander, a greater volume of flow will be directed to the North Brushy Creek Interceptor. It is recommended that targeted flow metering be performed closer to this time horizon to confirm necessity of this project.

North Ronald Reagan (WW.20.03)

Flooding and surcharging in northeast Leander, particularly near the intersection of Ronald Reagan Blvd and Hero Way, resulted during the 20-year growth model run. The N Ronald Reagan project will address these concerns and will span from directly downstream of the proposed San Gabriel East Regional Lift Station force main to the point where the interceptor crosses Hero Way. This 2,500 ft pipe segment currently ranges from 8" to 12" in diameter and is recommended to be upgraded to a diameter of 12" to 15".

20-year Extension Projects Summary

The 20-year extension projects mainly consist of gravity line extensions to serve future growth in northwest and northeast Leander, where a majority of 20-year growth is anticipated. Refer to Table 6-4 for further description of the 20-year extension projects. In northeast Leander, Lift Station #38 is proposed to be decommissioned to flow by gravity to the proposed San Gabriel East Regional LS (WW.20.13). There are several on-site septic facilities (OSSF) in northwest Leander that are conservatively assumed to be serviced by City sewer by the 20-year time horizon.

City of Leander
Williamson County, TX

FIGURE 6-4:
20-YEAR PROJECTS



Legend

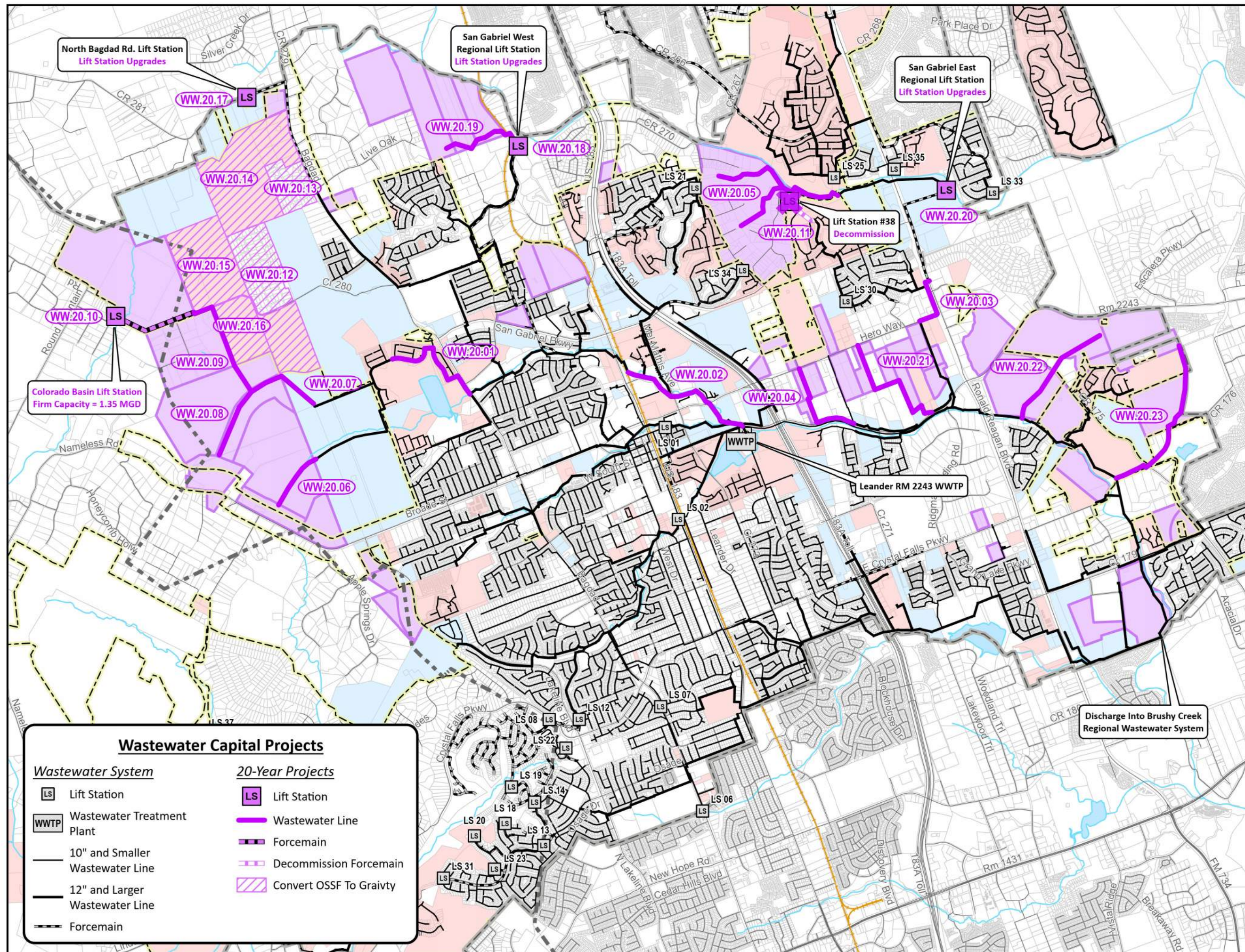
- Road
- Railroad
- ~ Creek/Stream/River
- Lake
- Leander City Limits
- Leander ETJ
- County Boundary
- 5-Year Projected Development
- 10-Year Projected Development
- 20-Year Projected Development



0 0.75 1.5

Miles

Date: 6/11/2024



Wastewater Capital Projects

Wastewater System

- LS Lift Station
- WWTP Wastewater Treatment Plant
- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- Forcemain

20-Year Projects

- LS Lift Station
- Wastewater Line
- Forcemain
- Decommission Forcemain
- Convert OSSF To Gravity

6.8 Relief Project Prioritization

Relief-type projects for existing interceptors were prioritized based on various factors, such as the number of manholes meeting critical surcharge criteria, total flood loss, and the maximum ratio of 20-year free flow capacity to the existing pipe's full flow capacity. Table 6-3 presents these factors for each relief-type project, which were then ranked within each time horizon.

Future extension projects were not prioritized in this way because they were not modeled and are heavily driven by development demands. Relief-type projects are more dependent on modeling results and the condition and capacity of existing interceptors. Extension-type projects should proceed as development requires them, while relief-type projects should proceed after modeling and monitoring confirm increasing capacity risks in the existing sewers.

Table 6-3: Relief Project Prioritization

Project ID	Project Name	Time Horizon	No. of MHs Exceeding Surcharge Criteria ¹	Total Flood Volume ¹ (MG)	Max. Ratio 20-yr Free Flow Peak: Exist. Capacity	Relief Project Priority Rank
WW.00.01	Block House Interceptor Ph. 1	Present Day	38	0.44	9.45	1
WW.00.02	Mason Creek Interceptor	Present Day	14	0.01	2.01	2
WW.05.01	Horizon Lake Interceptor	5-yr	3	0	3.27	3
WW.10.01	Benbrook Interceptor	10-yr	20	0.24	4.77	4
WW.10.02	Collaborative Way	10-yr	20	0.12	4.23	5
WW.10.03	South Brushy Creek Interceptor	10-yr	7	0	1.97	6
WW.20.01	Devine Lake	20-yr	33	1.36	9.55	7
WW.20.02	North Brushy Creek Interceptor	20-yr	N/A	N/A	2.37	8
WW.20.03	North Ronald Reagan	20-yr	5	0.01	1.23	9

1) Data presented is derived from the model corresponding to the designated time horizon for each project.

6.9 Extension Projects Summary

Table 6-4 provides further description of all extension-type projects conceptualized for the plan. Extension-type projects are those that extend City sewer service out beyond current service limits with new interceptors, lift stations, and force main. The projects are primarily development and growth-driven.

Leander, TX Collection System Master Plan
Table 6-4: Extension Projects Summary

Project Name	Project ID	Time Horizon	Project Description
Lonestar Landing WW Improvements	WW.05.02	5-year	This project provides wastewater service to the Lonestar Landing subdivision which includes an 8" Gravity Main extension that connects to the Brushy Creek Interceptor.
RM 2243 to Hero Way WW Improvements - East Segment Ph. 1	WW.05.03	5-year	This project provides wastewater service to the M Ranch Townhouses along with future developments. It will include a 12" Gravity Main extension on the north ROW side of RM 2243 that will connect to the Brushy Creek Interceptor.
South Ronald Reagan Blvd. WW Improvements	WW.10.04	10-year	This project provides wastewater service to Multi-Use Corridor developments. It will include an 8" Gravity Main extension on the east ROW side of Ronald Reagan Blvd. that will connect to the Block House Creek Interceptor.
Journey Pkwy and Ronald Reagan Blvd WW Improvements	WW.10.05	10-year	This project includes a 8" Gravity Main extension on the north ROW side of Journey Pkwy. and along the east ROW side of Ronald Reagan Blvd that will connect to the Catalina Ranch subdivision wastewater system.
US 183-A WW Improvements Ph. 1	WW.10.06	10-year	This project provides wastewater service to Multi-Use Corridor developments. It will include an 8" Gravity Main extension that will be bored under US 183-A.
US 183-A WW Improvements Ph. 2	WW.10.07	10-year	This project provides wastewater service to Multi-Use Corridor developments. It will include an 8" Gravity Main extension along the east ROW side of US 183-A.
Linda Hall WW Improvements	WW.10.08	10-year	This project provides wastewater service to the Linda Hall subdivision in western Leander which includes a 12" Gravity Main connecting to the Mason Creek Interceptor.
North Fork Brushy Creek WW Interceptor Improvements Ph. 1	WW.10.09	10-year	This project provides wastewater service to Neighborhood Residential developments in the western part of town. This interceptor includes a 18" Gravity Main that will connect to the North Brushy Creek Wastewater Interceptor.
North Brushy Creek WW Interceptor Improvements	WW.10.10	10-year	This project provides wastewater service to Neighborhood Residential developments in the western part of town. This interceptor includes a 18" Gravity Main that will connect to the North Brushy Creek Wastewater Interceptor.
North Bagdad Rd. Lift Station Ph. 1	WW.10.11	10-year	This project includes a 1.15 MGD Lift Station, a 10" Force main and 18" Gravity Main that will serve Neighborhood Residential developments on the north side of town along with future septic system slated to be converted to conventional wastewater systems in the future. The new Lift Station and Force main will pump to the proposed Gravity Main. Pumps will need to be replaced to accommodate 1.44 MGD by the 20-Year Time Horizon.
San Gabriel East Regional Lift Station	WW.10.12	10-year	This project includes a 0.9 MGD Lift Station and an 8" Force main that will serve Neighborhood Center and Residential developments on the north side of town. The new Lift Station and Force main will pump to the Brushy Creek Interceptor. Pumps will need to be replaced to accommodate 2.3 MGD by the 20-Year Time Horizon.
San Gabriel River WW Interceptor Improvements Ph. 1	WW.10.13	10-year	This project provides wastewater service to Neighborhood Center and Residential developments in the northern part of town. This interceptor includes a 15" and 18" Gravity Main that will connect to the proposed Ronald Reagan Blvd. Lift Station.
San Gabriel West Regional Lift Station Ph. 1	WW.10.14	10-year	This project includes a 1.15 MGD Lift Station and an 8" Force main that will serve Neighborhood Residential developments on the north side of town. The new Lift station and Force main will pump to the North Brushy Creek Wastewater Interceptor.
Lift Station #15, #26, and #36 Decommission	WW.10.15	10-year	This project includes the decommissioning of Lift Station #15, #26, #36, and 8", 12", and 21" Gravity Mains connecting to the proposed San Gabriel Creek West Lift Station.
RM 2243 to Hero Way WW Improvements - West Segment	WW.20.04	20-year	This project provides wastewater service to Employment Center developments north of RM 2243 up to Hero Way. It will include a 8"-12" Gravity Main extension on the north ROW side of RM 2243 that will connect to the Brushy Creek Interceptor.
San Gabriel River WW Interceptor Improvements Ph. 2	WW.20.05	20-year	This project provides wastewater service to Neighborhood Residential developments in the northern part of town. This interceptor includes a 15" Gravity Main that will connect to the San Gabriel River Wastewater Interceptor, along with two branches to serve residential areas west of Palmera Ridge.
North Fork Brushy Creek WW Interceptor Improvements Ph. 2	WW.20.06	20-year	This project provides wastewater service to Multi-Use Corridor and Neighborhood Residential developments in the western part of town. This interceptor includes a 12" and 15" Gravity Main that will connect to the North Fork Brushy Creek Wastewater Interceptor.
San Gabriel Pkwy. WW Interceptor Ph. 1	WW.20.07	20-year	This project provides wastewater service to Multi-Use Corridor and Neighborhood Center developments in the western part of town. This interceptor includes a 18" Gravity Main that will connect to the North Brushy Creek Wastewater Interceptor.
San Gabriel Pkwy. WW Interceptor Ph. 2	WW.20.08	20-year	This project provides wastewater service to Multi-Use Corridor and Neighborhood Center developments in the western part of town. This interceptor includes a 12" Gravity Main that will connect to the San Gabriel Pkwy. Wastewater Interceptor Phase 1.
Lakeline Blvd. WW Improvements	WW.20.09	20-year	This project provides wastewater service to Neighborhood Residential developments in the western part of town. This interceptor includes a 15" Gravity Main that will connect to the San Gabriel Pkwy Wastewater Interceptor Phase 1.
Colorado Basin Lift Station	WW.20.10	20-year	This project includes a 1.35 MGD Lift Station and a 10" Force main that will serve Neighborhood Residential developments on the north side of town. The new Lift station and Force main will pump to the proposed Lakeline Blvd. Wastewater Interceptor.
Lift Station #38 Decommission	WW.20.11	20-year	This project includes the decommissioning of Lift Station #38 and a 12" Gravity Main connecting to the proposed San Gabriel Creek Wastewater Interceptor.
Greatwood WW Collection System Improvements	WW.20.12	20-year	Design and installation of wastewater gravity sewer lines, manholes, and stub-outs to each lot within the Greatwood subdivision.
Whitt Ranch Collection System Improvements	WW.20.13	20-year	Design and installation of wastewater gravity sewer lines, manholes, and stub-outs to each lot within the Whitt Ranch subdivision.
Sullivan Tract Collection System Improvements	WW.20.14	20-year	Design and installation of wastewater gravity sewer lines, manholes, and stub-outs to each lot within the Sullivan Tract subdivision.
Leander Estates Collection System Improvements	WW.20.15	20-year	Design and installation of wastewater gravity sewer lines, manholes, and stub-outs to each lot within the Leander Estates subdivision.
Hilltop Ranch Collection System Improvements	WW.20.16	20-year	Design and installation of wastewater gravity sewer lines, manholes, and stub-outs to each lot within the Hilltop Ranch subdivision.
North Bagdad Rd. Lift Station Ph. 2	WW.20.17	20-year	This project includes two replacements pumps to meet the 20-year capacity of 1.44 MGD.
San Gabriel West Regional Lift Station Ph. 2	WW.20.18	20-year	This project includes lift station upgrades to accommodate 4.68 MGD.
San Gabriel West WW Improvements	WW.20.19	20-year	This project provides wastewater service to Neighborhood Residential developments in the northern part of town. This interceptor includes a 8" and 18" Gravity Main that will connect to the San Gabriel West Regional Lift Station.
San Gabriel East Regional Lift Station Ph. 2	WW.20.20	20-year	This project includes lift station upgrades and 10" Force main to accommodate 2.30 MGD.
RM 2243 to Hero Way WW Improvements - East Segment Ph. 2	WW.20.21	20-year	This project provides wastewater service to Employment Center developments north of RM 2243 up to Hero Way. It will include a 8"-12" Gravity Main extension on the north ROW side of RM 2243 that will connect to the RM 2243 to Hero Way WW Improvements - East Segment Phase 1.
CR 175 and RM 2243 WW Improvements	WW.20.22	20-year	This project provides wastewater service to neighborhood residential, employment center, and activity center developments north of Brushy Creek in the vicinity of the intersection of County Road 175 and RM 2243. It will include a 8"-12" Gravity Main extension north of Brushy Creek that will connect to the existing Brushy Creek interceptor.
CR 175 and CR 176 WW Improvements	WW.20.23	20-year	This project provides wastewater service to neighborhood residential and employment center developments north of Brushy Creek in the vicinity of the intersection of County Road 175 and County Road 176. It will include a 8"-12" Gravity Main extension north of Brushy Creek that will connect to the existing Brushy Creek interceptor.

6.10 Conceptual Plan for the Northwest Region of Leander

A conceptual plan was developed for the northwest region of Leander due to significant growth being anticipated for this region. The varied terrain and topography of this region necessitates the construction of several lift stations and interceptors to facilitate City wastewater service.

The conceptual plan is summarized in Figure 6-5 below. As part of the conceptual plan, three existing lift stations (LS 15, 26, and 36) are slated for decommissioning, allowing for gravity flow to a new regional lift station, the San Gabriel West Regional Lift Station. The decommissioning of lift stations helps reduce the City's long-term operation and maintenance costs. The timing and necessity of the San Gabriel West Regional LS will depend on several factors, including:

- 1) *Development interest west of N Bagdad Rd:* If there is increasing development interest in this area, then improvements along Collaborative Way and LS15 become more necessary. If improvements along Collaborative Way are necessary, it may be in the City's best interest to build a regional lift station at that time to avoid costly upgrades at LS15, which could then be decommissioned. But if demands for sewer service west of N Bagdad Rd are lower than projected for this report, then upgrades along Collaborative Way may not be necessary for a long time.
- 2) *Development interest west of the San Gabriel West Regional LS:* This area north/northeast of the Deerbrooke development (served by LS26) may or may not be served by City sewers, especially if any parcels are developed to be served by OSSF. If those properties are served by OSSF, it may be a long time until they wish to convert to City sewer service.

As part of the conceptual plan, another Regional LS and set of interceptors were conceptualized that would likely be needed beyond the 20-year planning horizon. Although this infrastructure was not included in the 20-year project list provided in this chapter, some capital costs were estimated. This infrastructure is represented by green lines in Figure 6-5 below, and planning-level costs are summarized in Table 6-5. These conceptual projects that fall outside the 20-year planning window offer the City a flexible plan in case growth is more than anticipated in this area and these projects are needed sooner than 20 years from now.

Table 6-5: Northwest Region Conceptual Project Costs Beyond 20-year Planning Window

Element	Pipe Size	Pipe Length (ft)	Lift Station Capacity	Estimated Capital Cost
Gravity Sewer	8"-18"	26,345		\$27,751,000
Regional Lift Station	-	-	2.3 MGD	\$3,957,000
Force Main	12"	1,150	-	\$446,000
Total		27,495		\$32,154,000

Wastewater Capital Projects

Projects Beyond 20-Year

Time Horizon

- LS** Lift Station
- Wastewater Line
- Forcemain
- Decommission Forcemain

Existing Wastewater System

- LS** Lift Station
- WWTP** Wastewater Treatment Plant

Existing Wastewater System

- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- Forcemain

10-Year Projects

- LS** Lift Station
- Gravity Main
- Forcemain

20-Year Projects

- LS** Lift Station
- Gravity Main
- Forcemain



City of Leander Williamson County, TX

FIGURE 6-5:
NORTHWEST CONCEPT PLAN



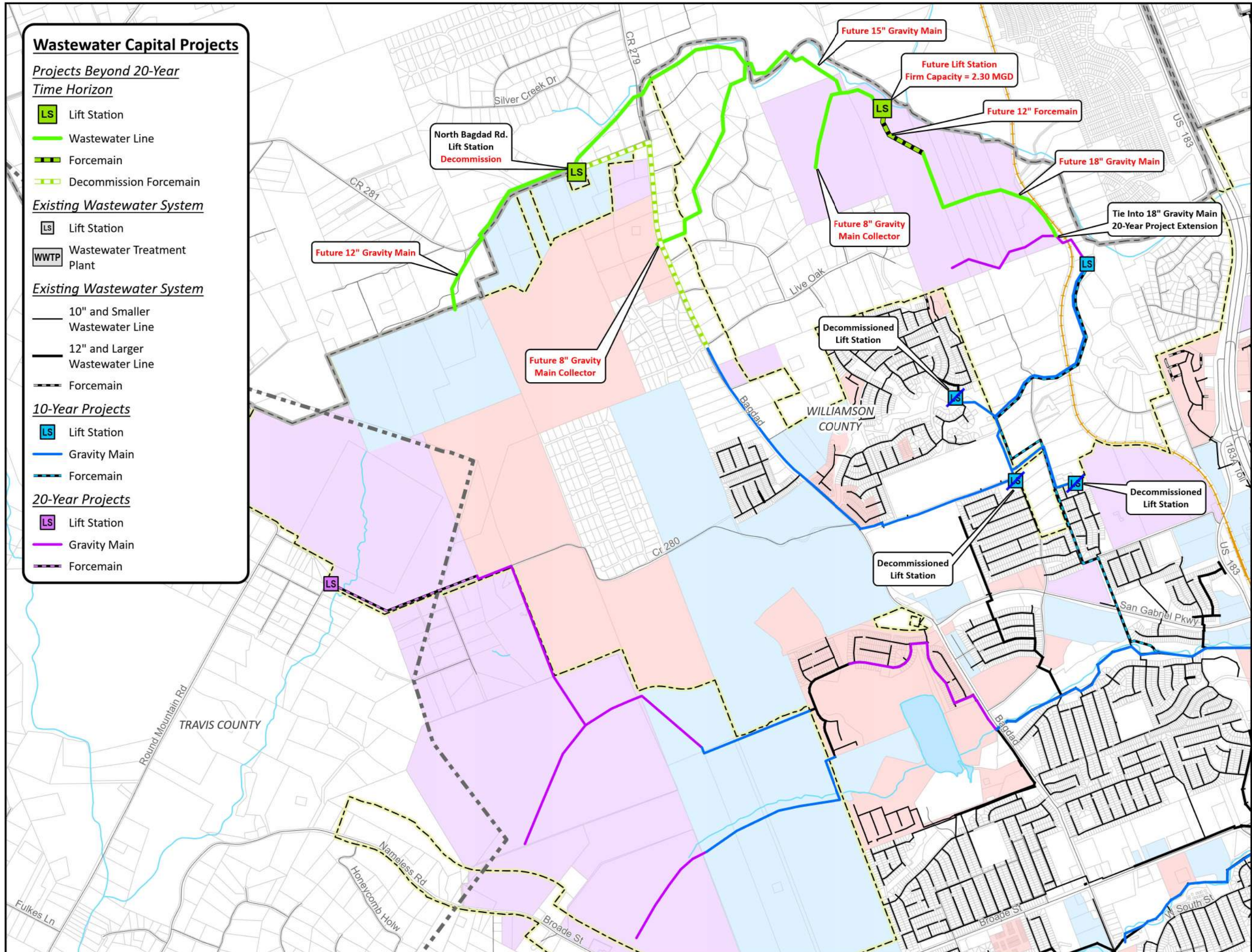
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- Road
- Railroad
- Creek/Stream/River
- Lake
- Leander City Limits
- Leander ETJ
- County Boundary
- 5-Year Projected Development
- 10-Year Projected Development
- 20-Year Projected Development

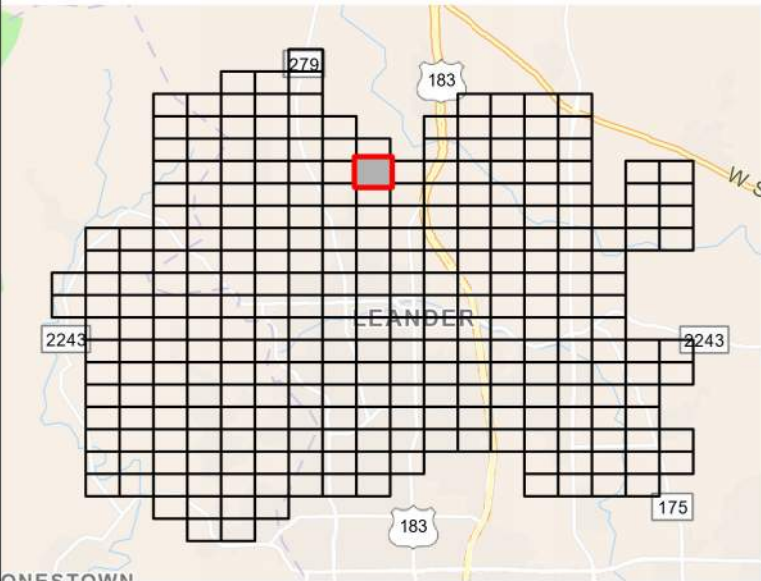
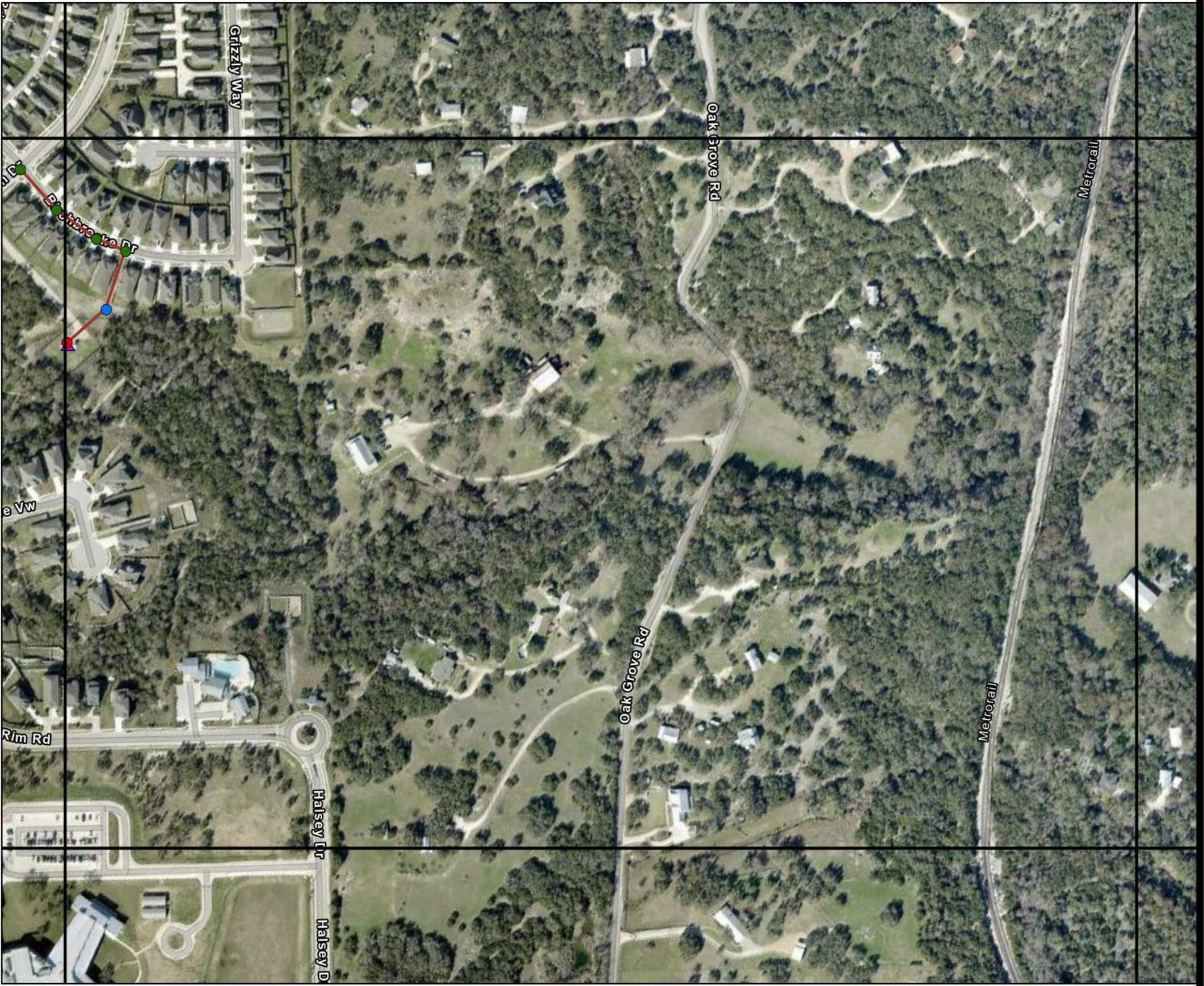


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Date: 5/16/2024



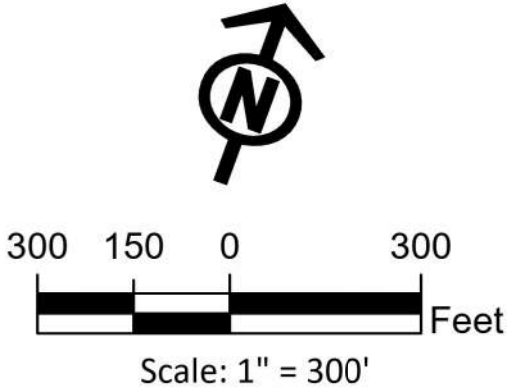
Appendix A: Manhole Survey Summary Maps



**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: F-12**

Legend

- | | |
|--------------|------------------------------|
| Lift Station | Manhole Survey Status |
| Outfall | Buried |
| Sewer Main | Could Not Access |
| | Could Not Locate |
| | Could Not Open |
| | Complete |

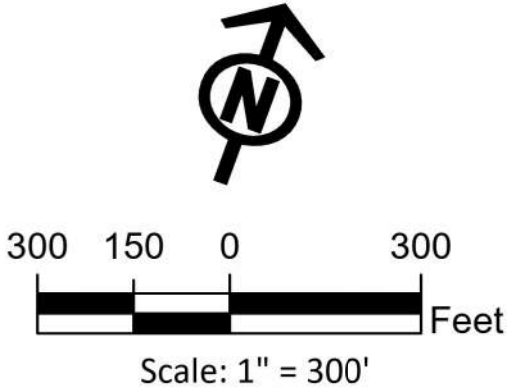


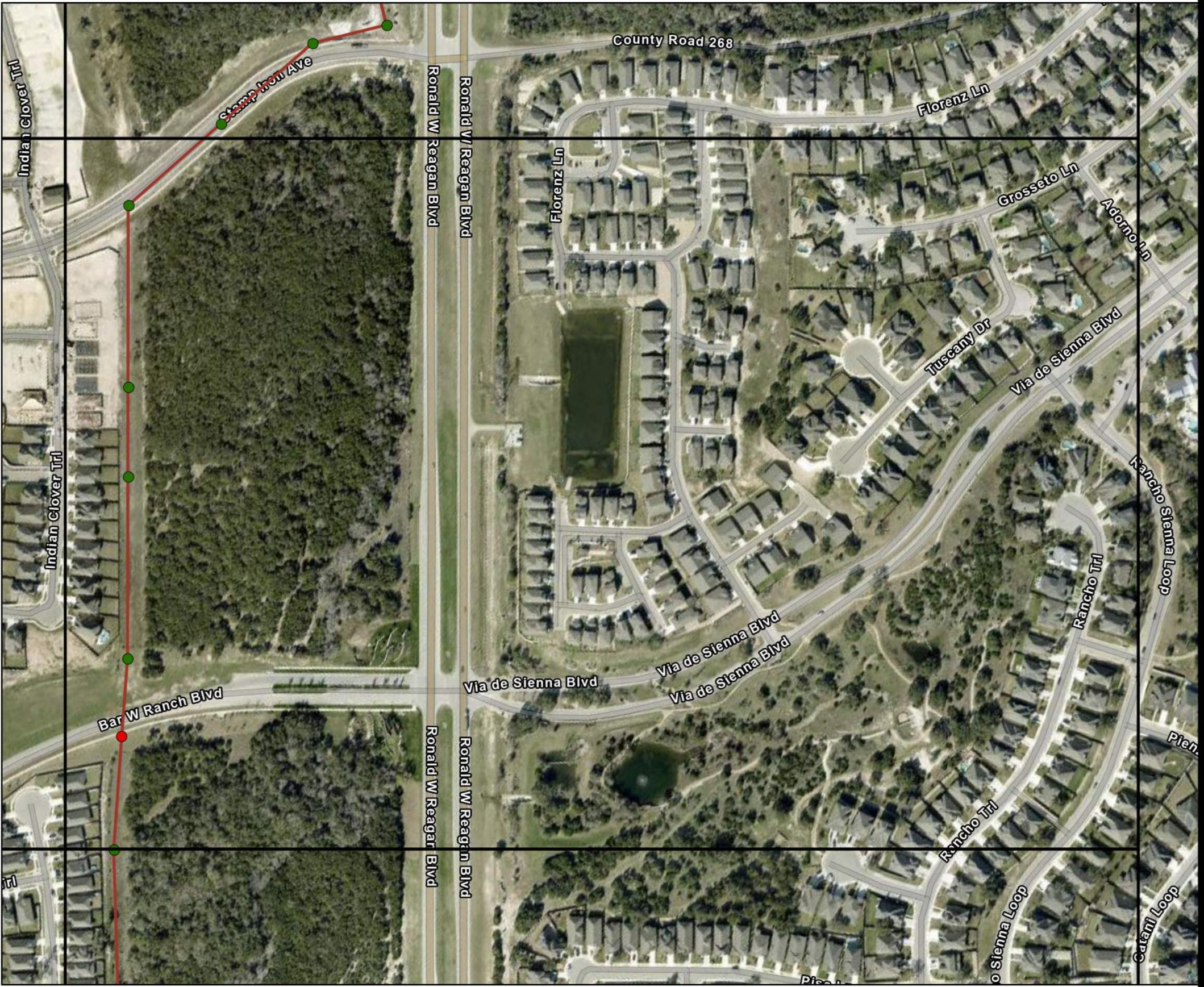


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: F-17**

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ⬡ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

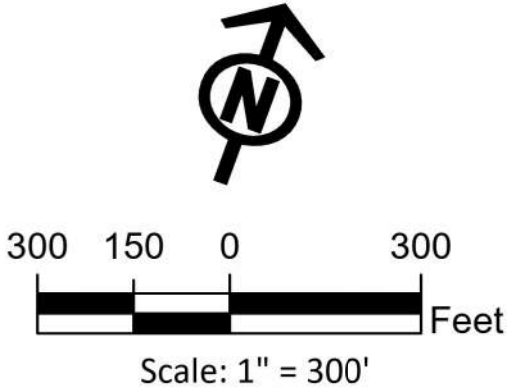




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: F-18**

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◆ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |



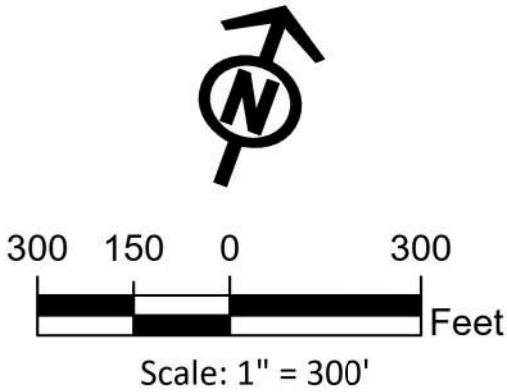


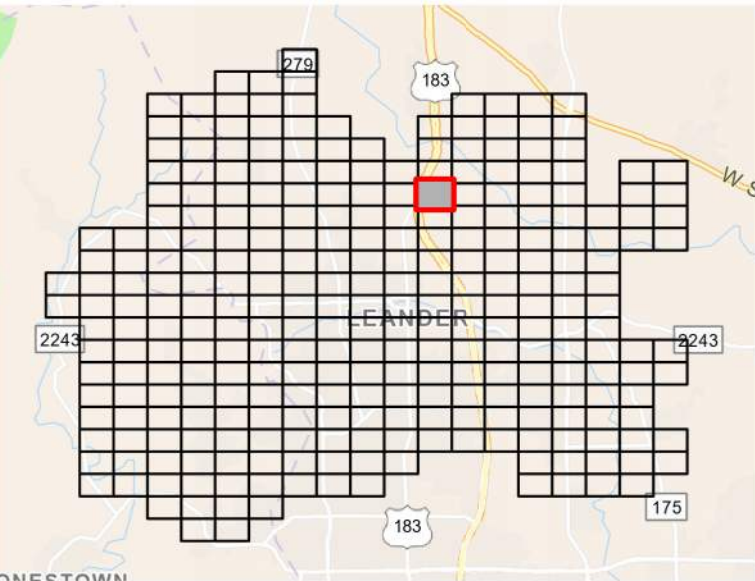
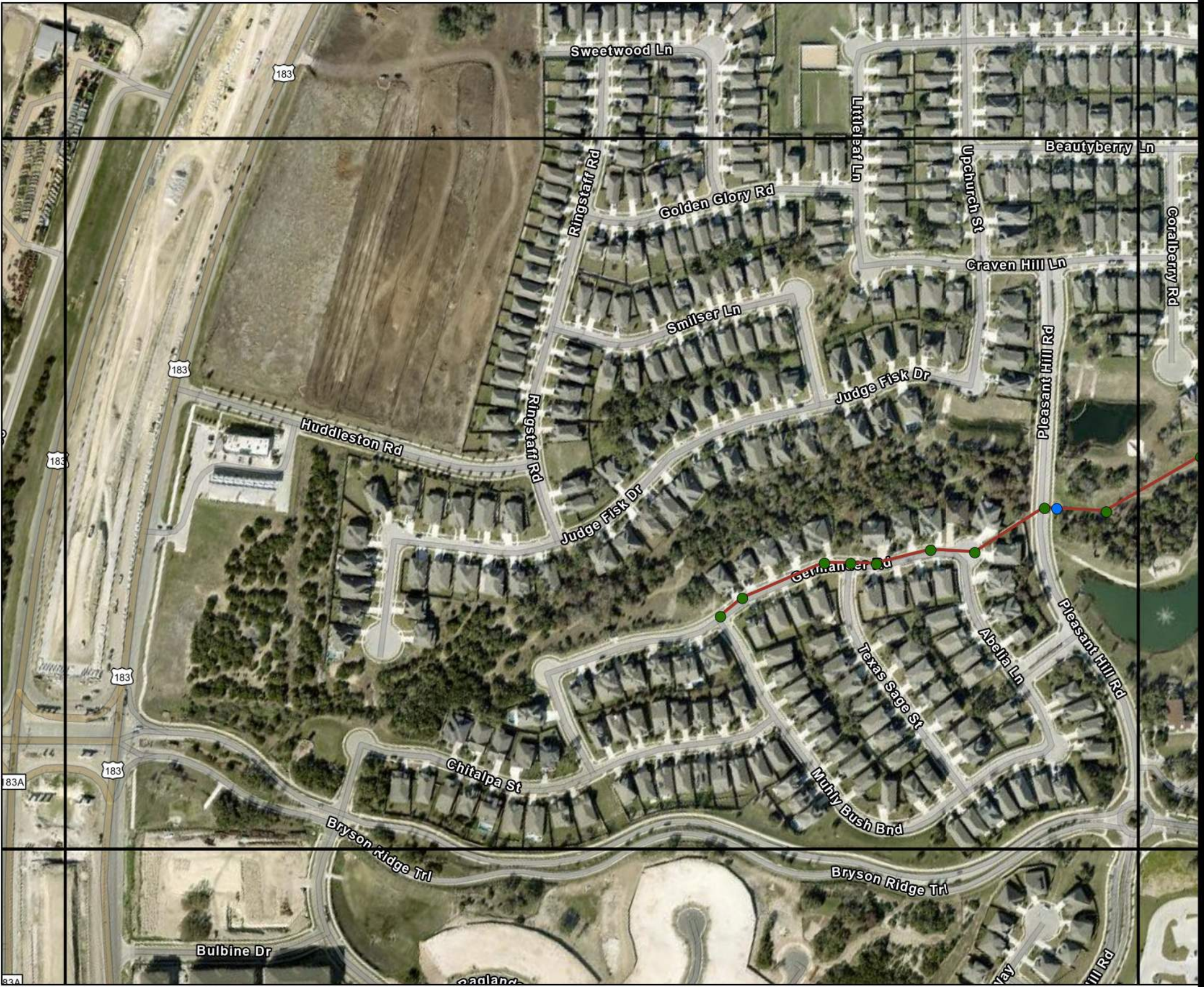
**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: G-11**

- Legend**

 - ▲ Lift Station
 - ◊ Outfall
 - Sewer Main
- Manhole Survey Status**

 - Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete





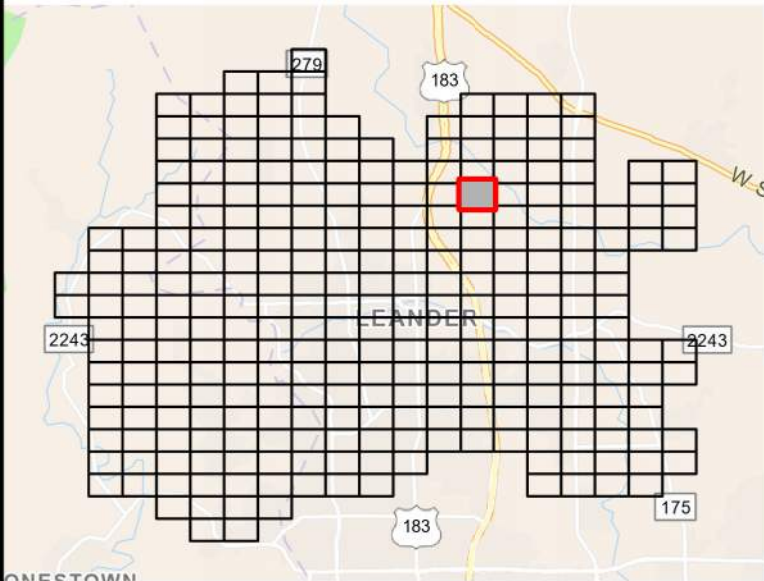
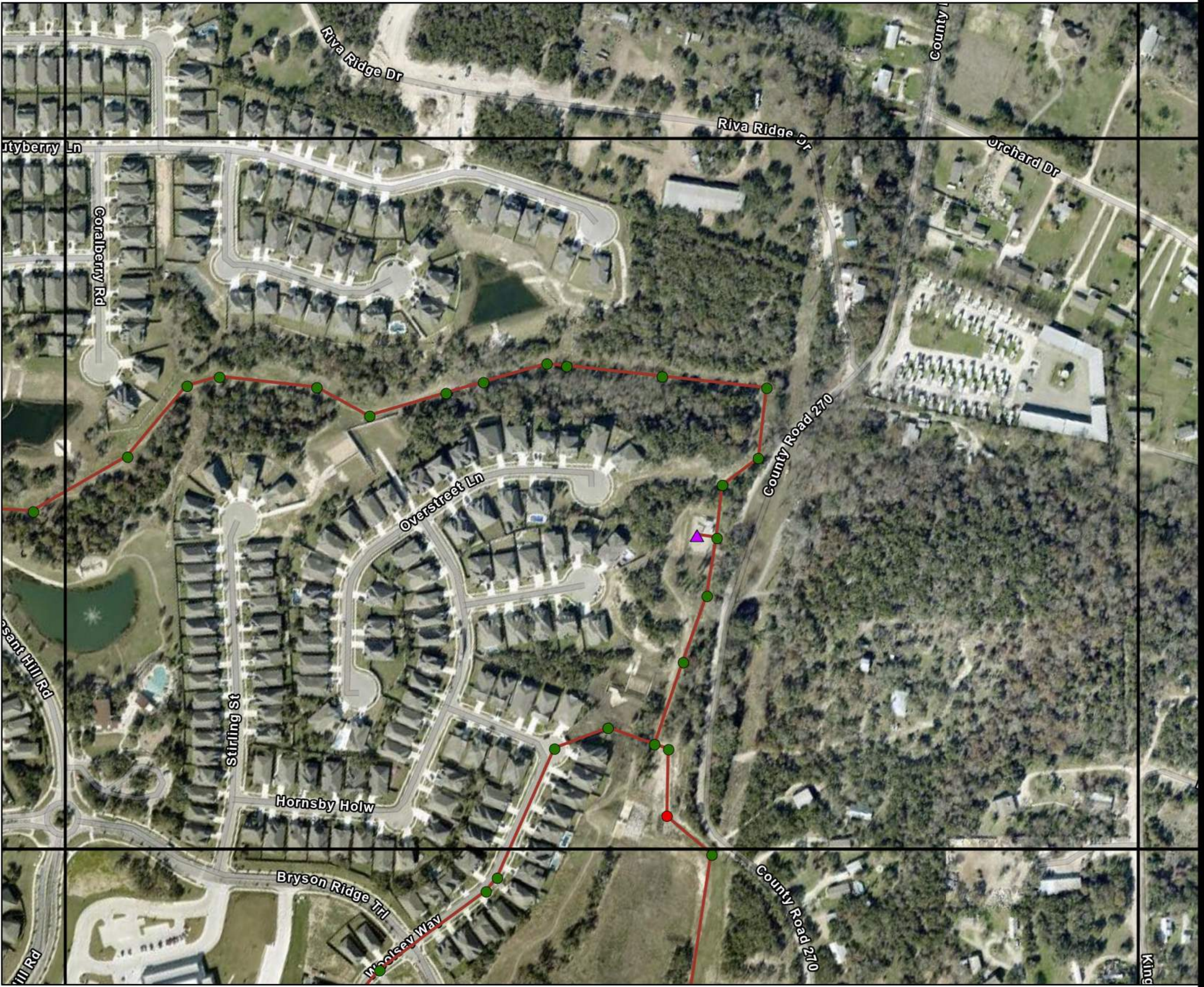
**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: G-14**

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ⬡ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

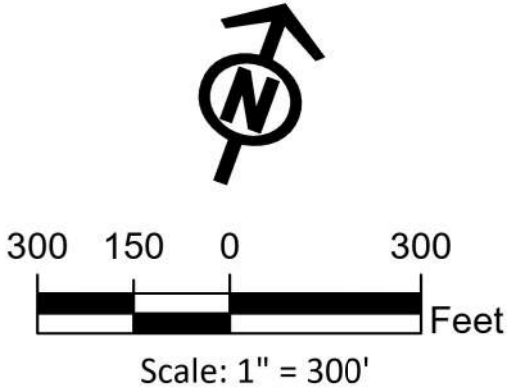


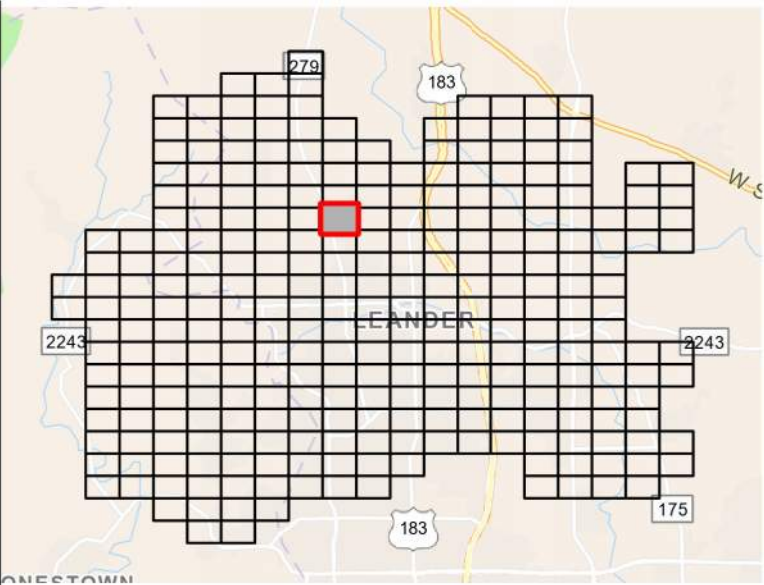
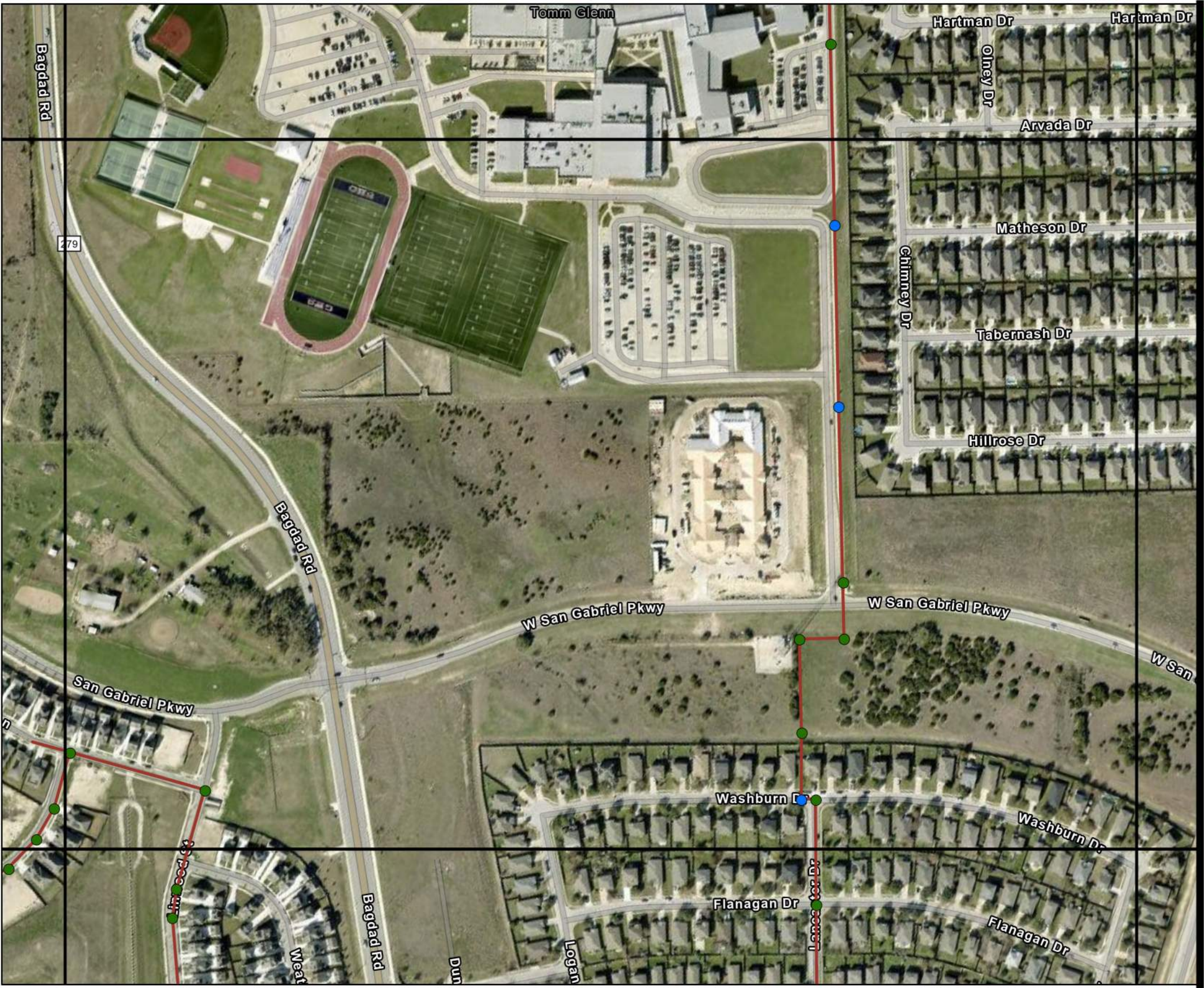
Scale: 1" = 300'



**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: G-15**

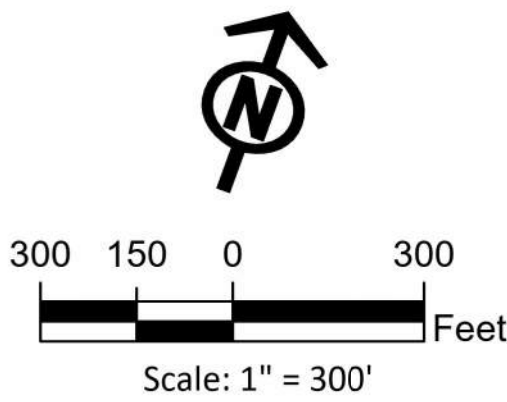
- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◊ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

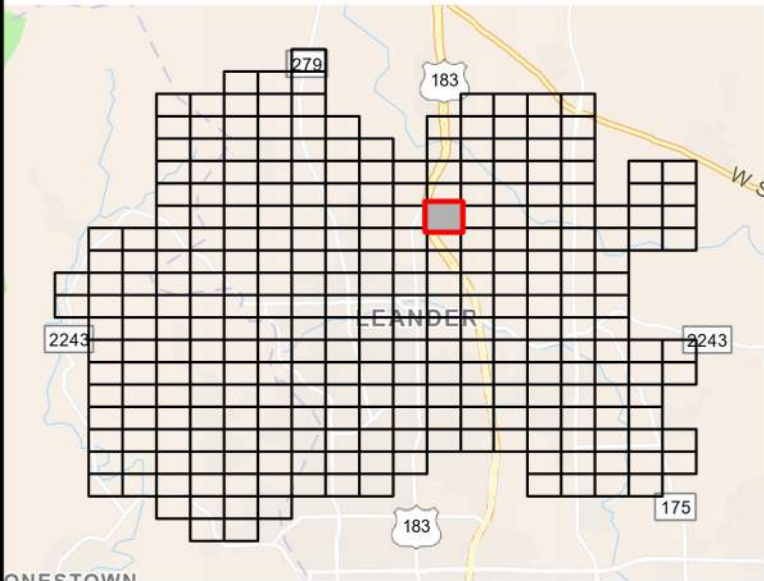
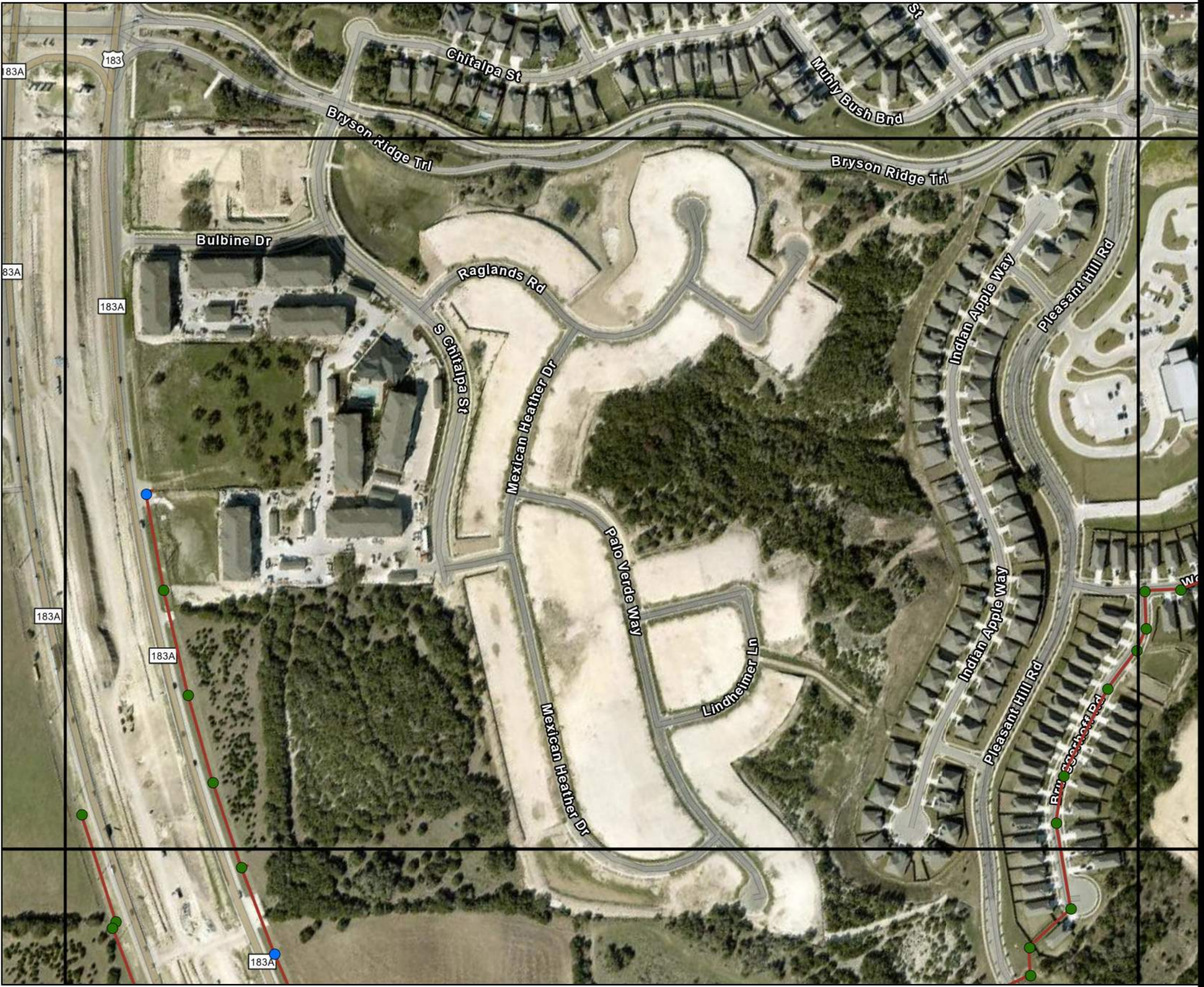




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: H-11**

- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ⬠ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

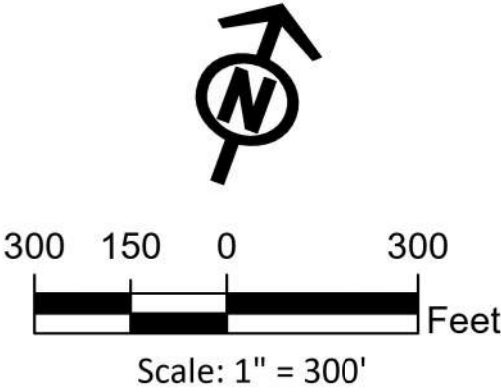


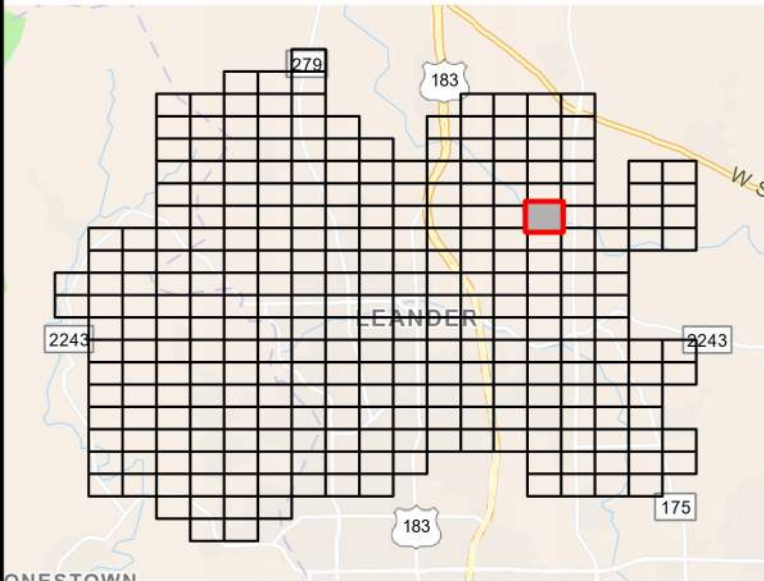
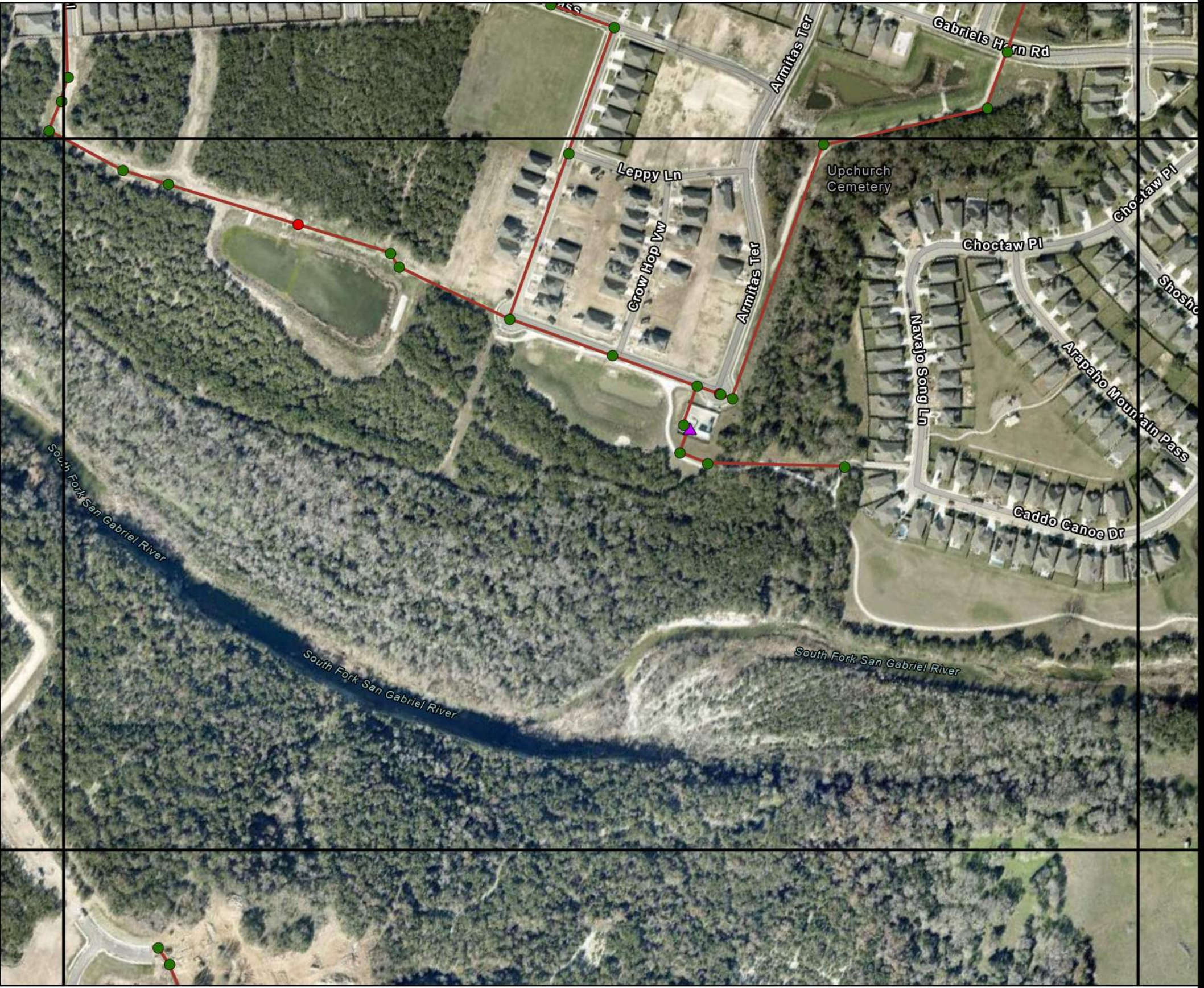


LEANDER MANHOLE SURVEY STATUS MAP GRID NO.: H-14

Legend

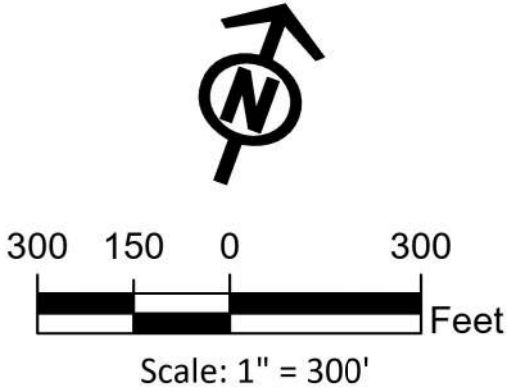
- | | |
|--------------|------------------------------|
| Lift Station | Manhole Survey Status |
| Outfall | Buried |
| Sewer Main | Could Not Access |
| | Could Not Locate |
| | Could Not Open |
| | Complete |

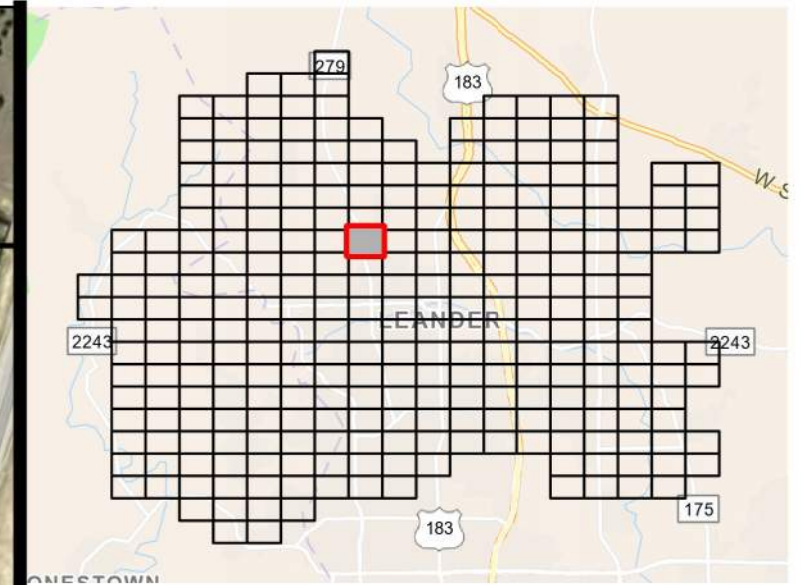
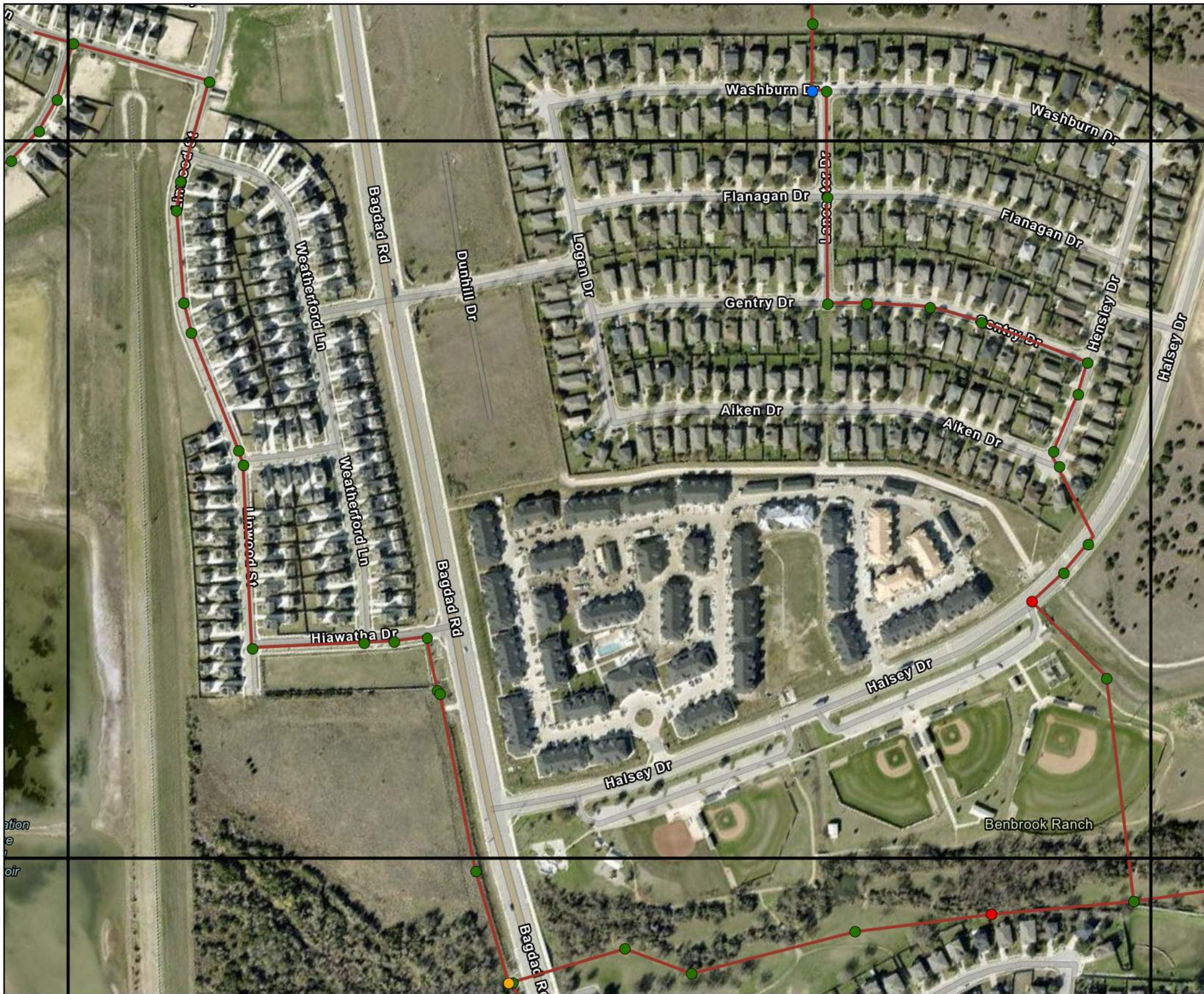




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: H-17**

- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◊ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

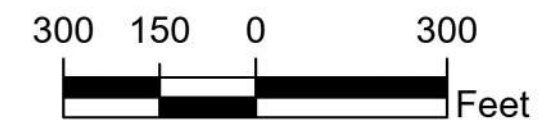




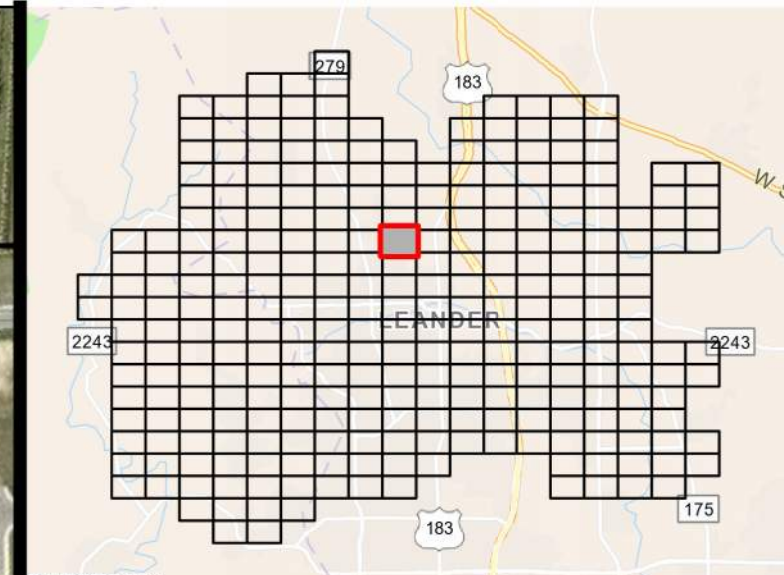
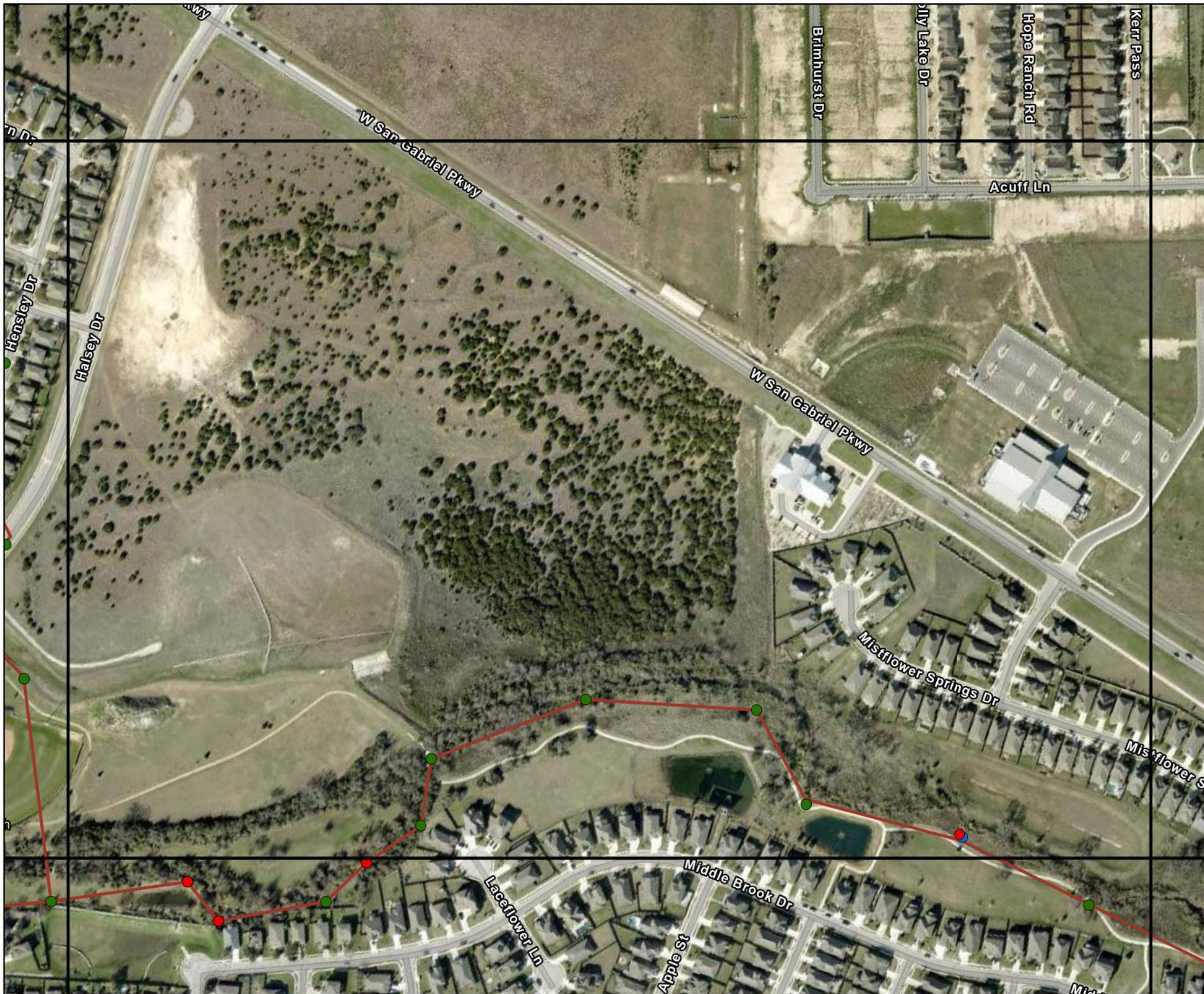
LEANDER MANHOLE SURVEY STATUS MAP GRID NO.: I-11

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ● Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |



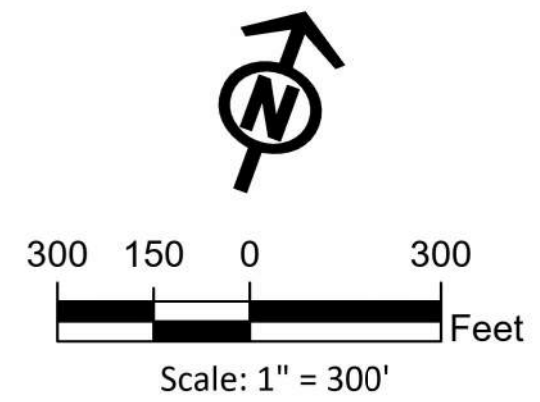
Scale: 1" = 300'

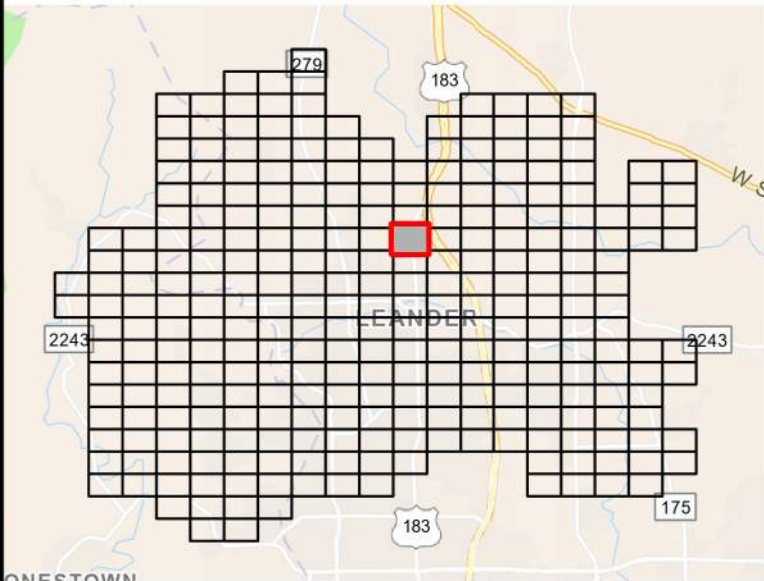


LEANDER MANHOLE SURVEY STATUS MAP GRID NO.: I-12

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◊ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

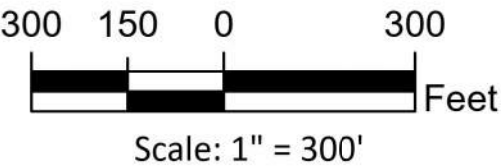


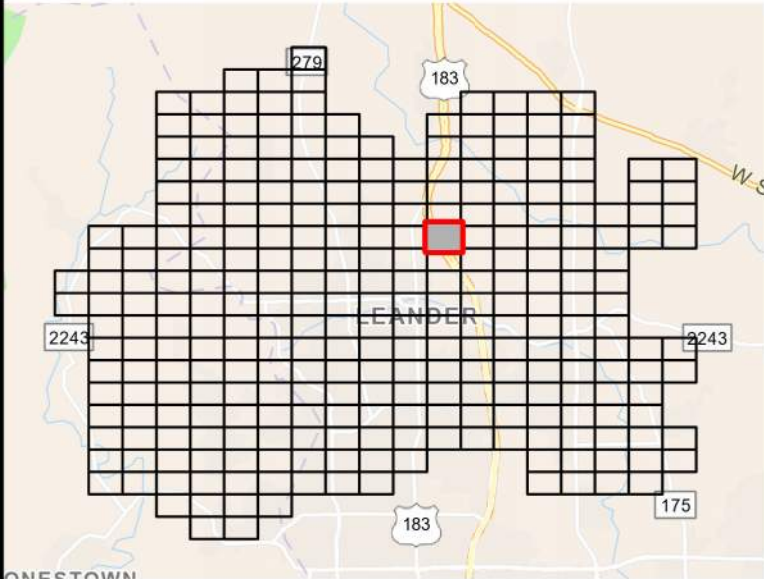
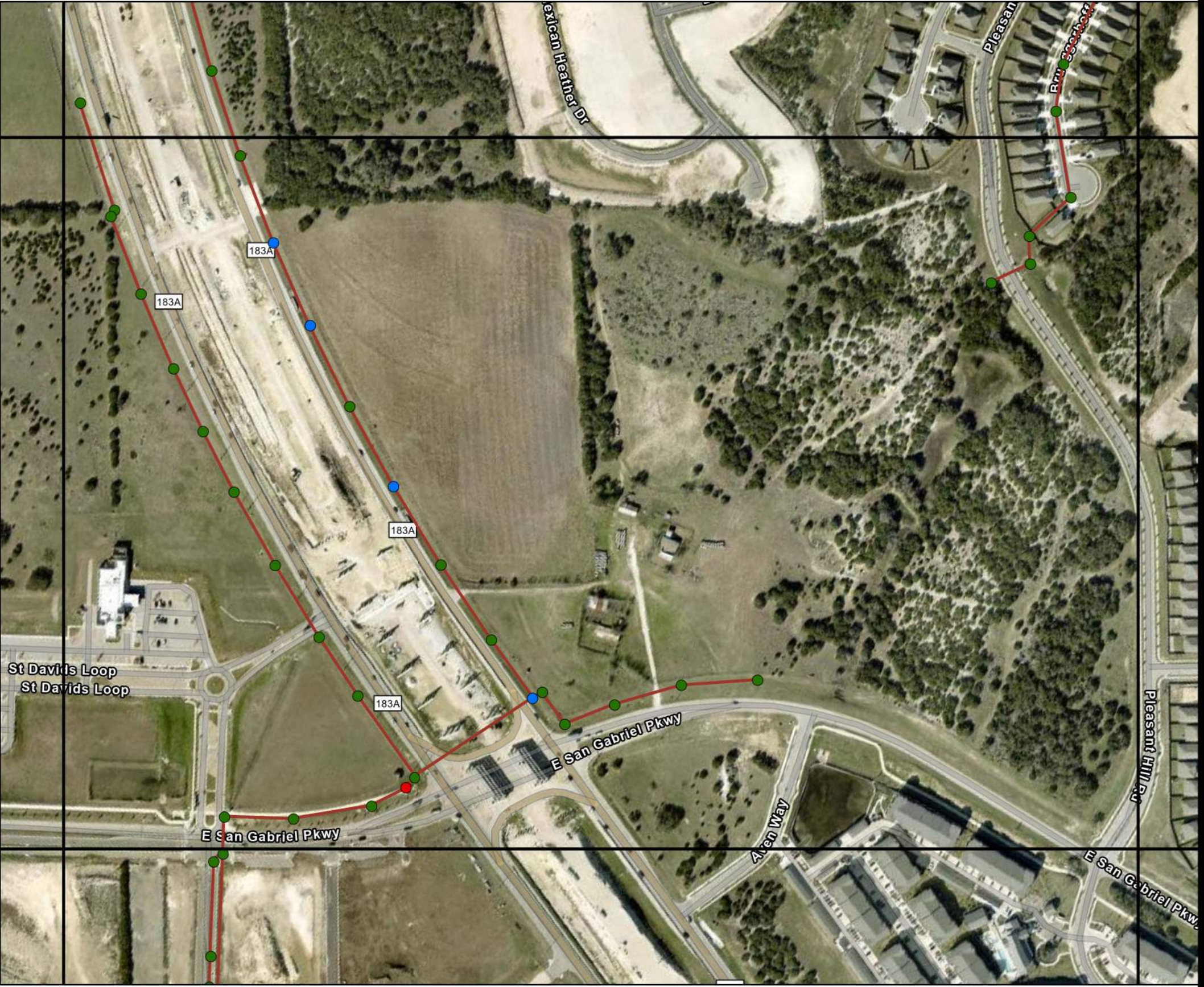


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: I-13**

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ⬡ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |



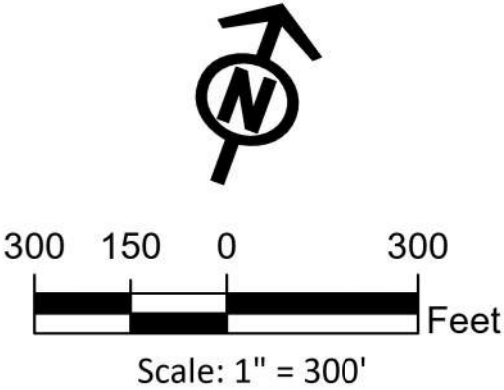


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: I-14**

- Legend**

 - ▲ Lift Station
 - ⬡ Outfall
 - Sewer Main
- Manhole Survey Status**

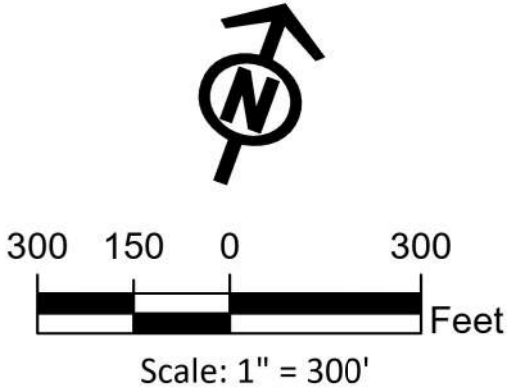
 - Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete

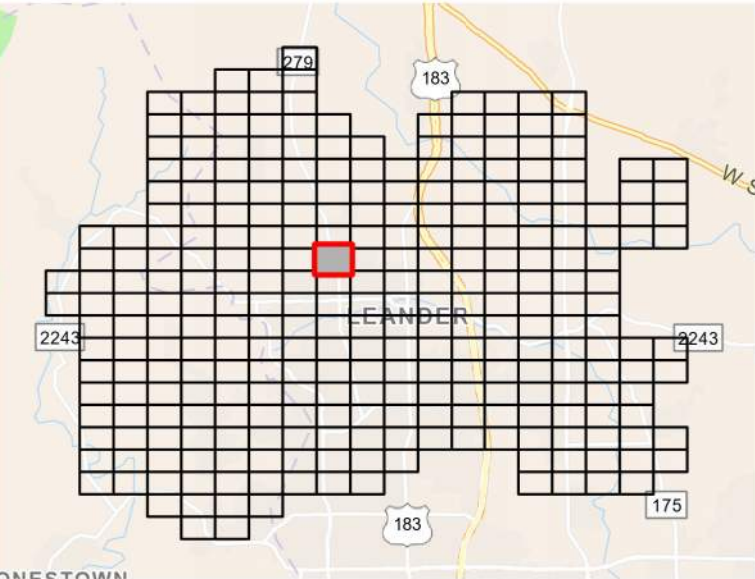
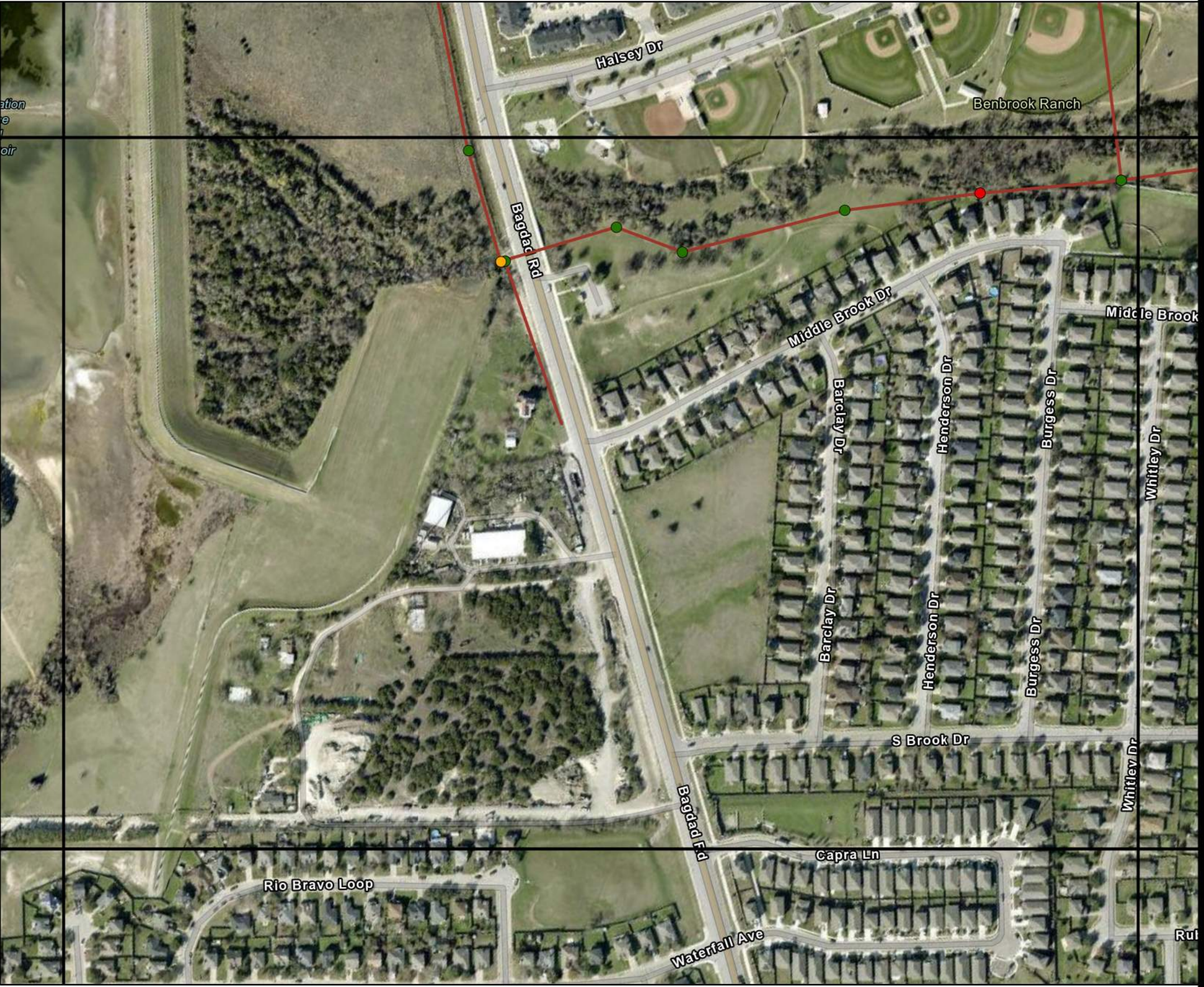




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: I-19**

- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ● Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |





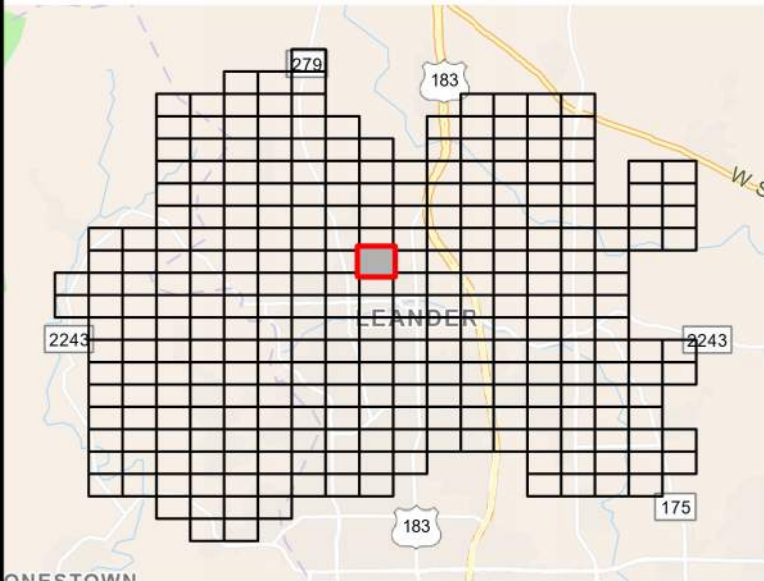
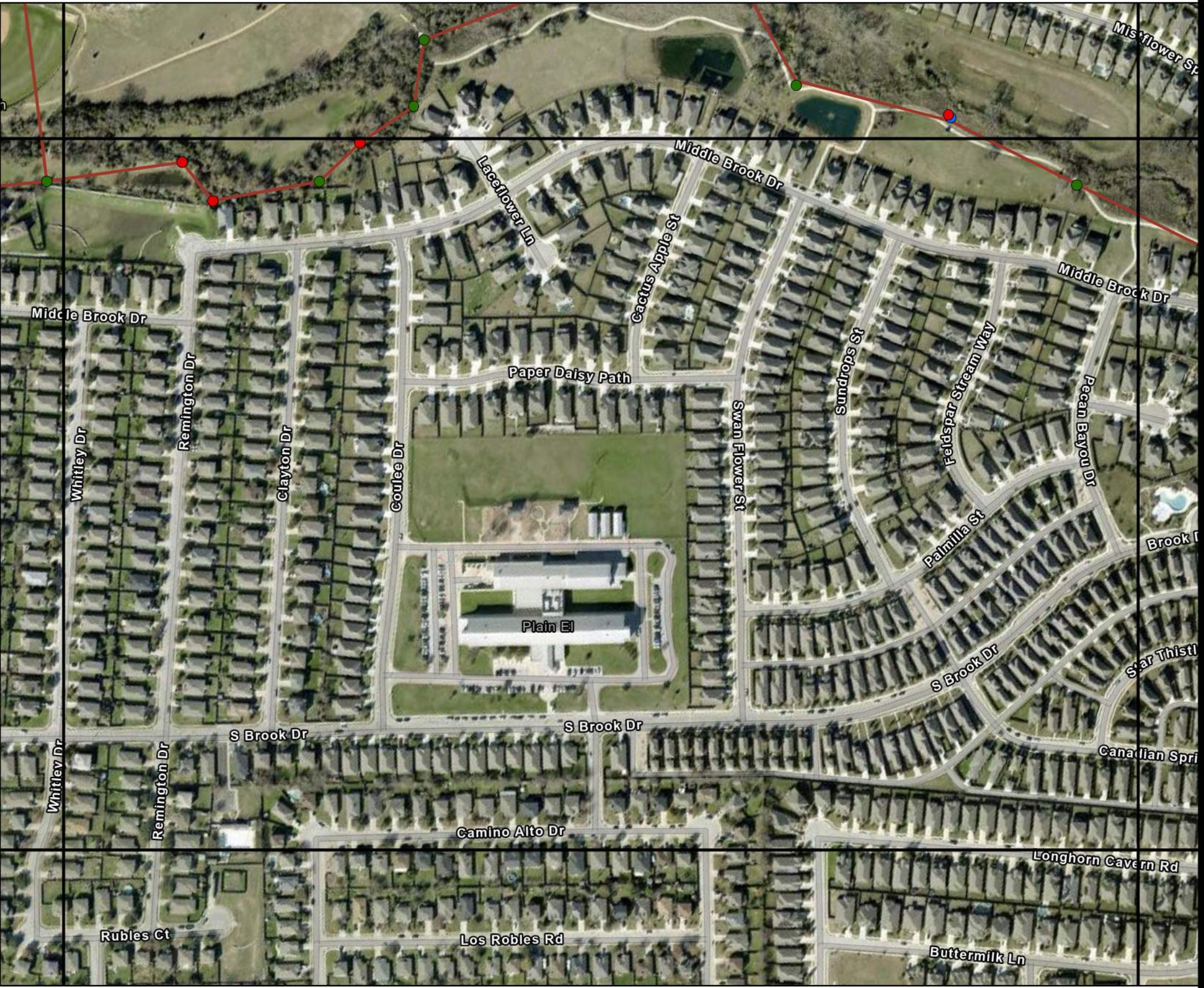
LEANDER MANHOLE SURVEY STATUS MAP GRID NO.: J-11

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◆ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

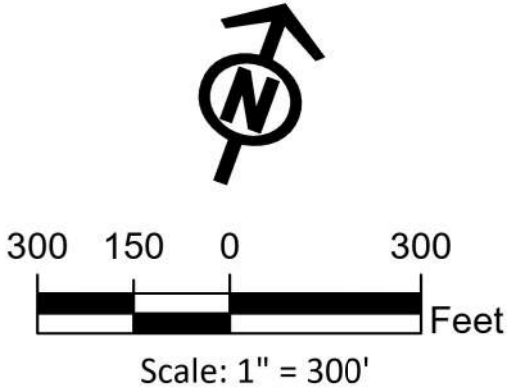


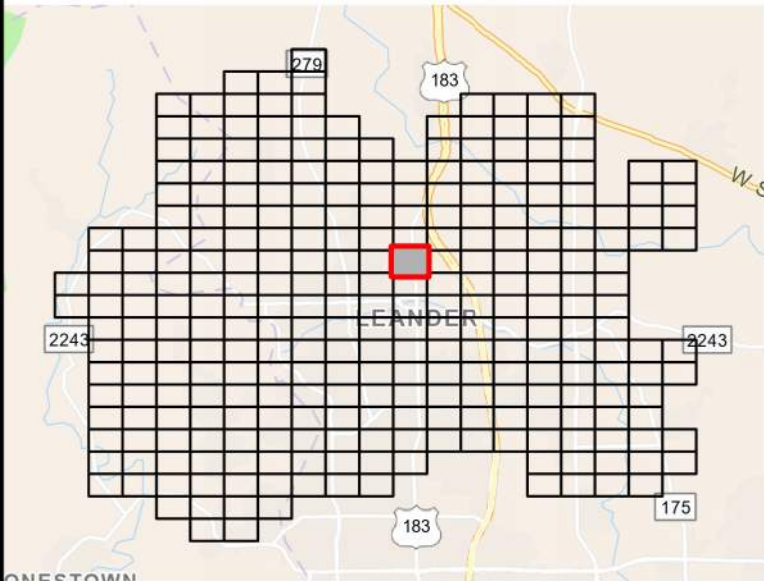
Scale: 1" = 300'



**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: J-12**

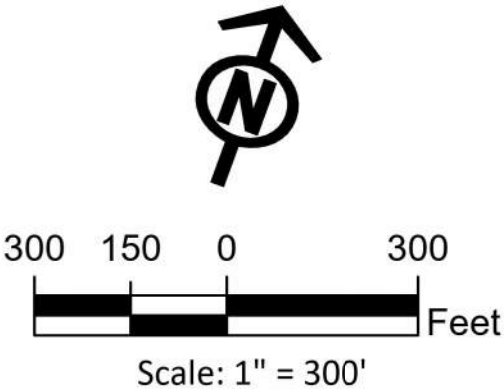
- Legend**
- | | |
|--------------|------------------------------|
| Lift Station | Manhole Survey Status |
| Outfall | Buried |
| Sewer Main | Could Not Access |
| | Could Not Locate |
| | Could Not Open |
| | Complete |

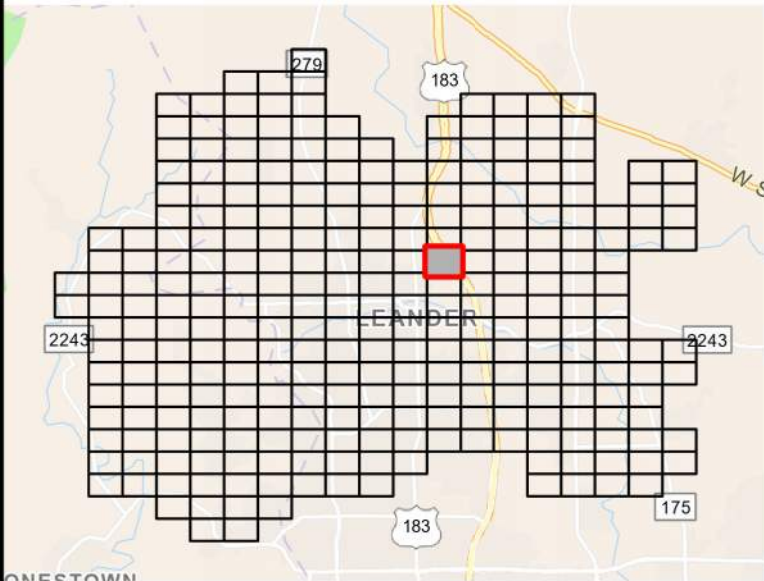
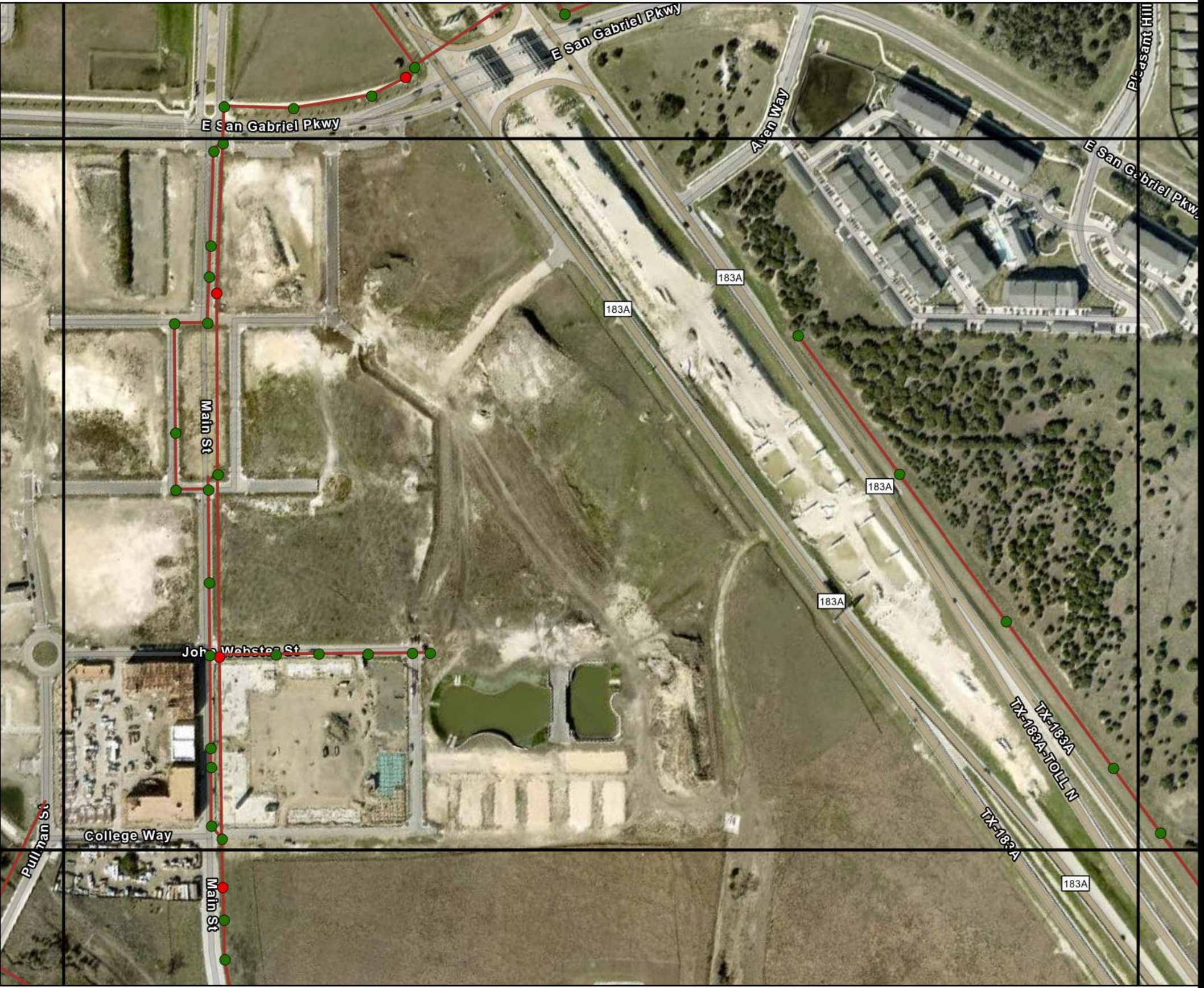




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: J-13**

- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◊ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

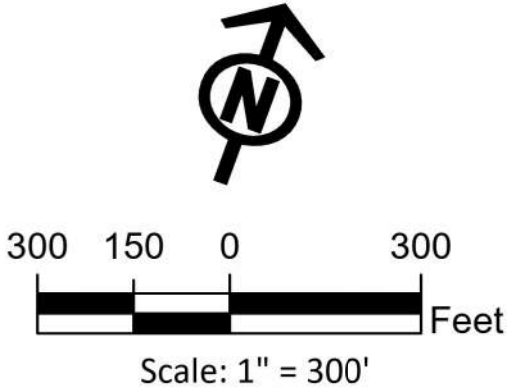


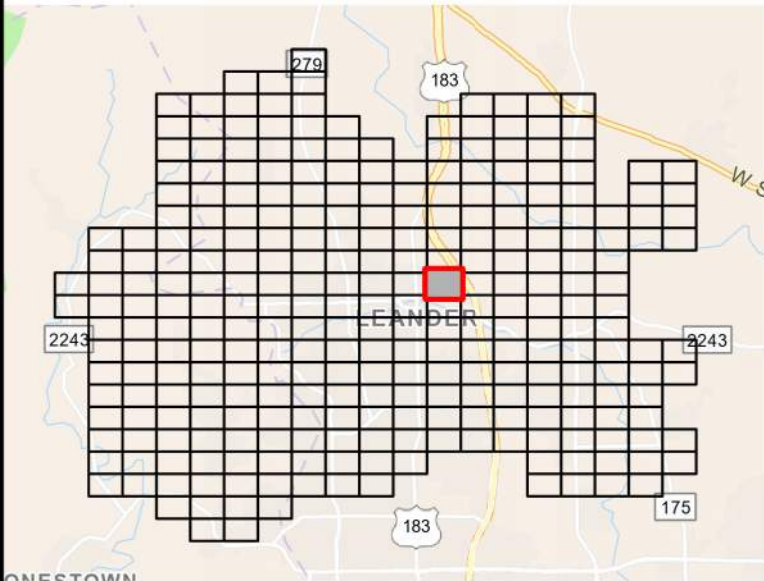
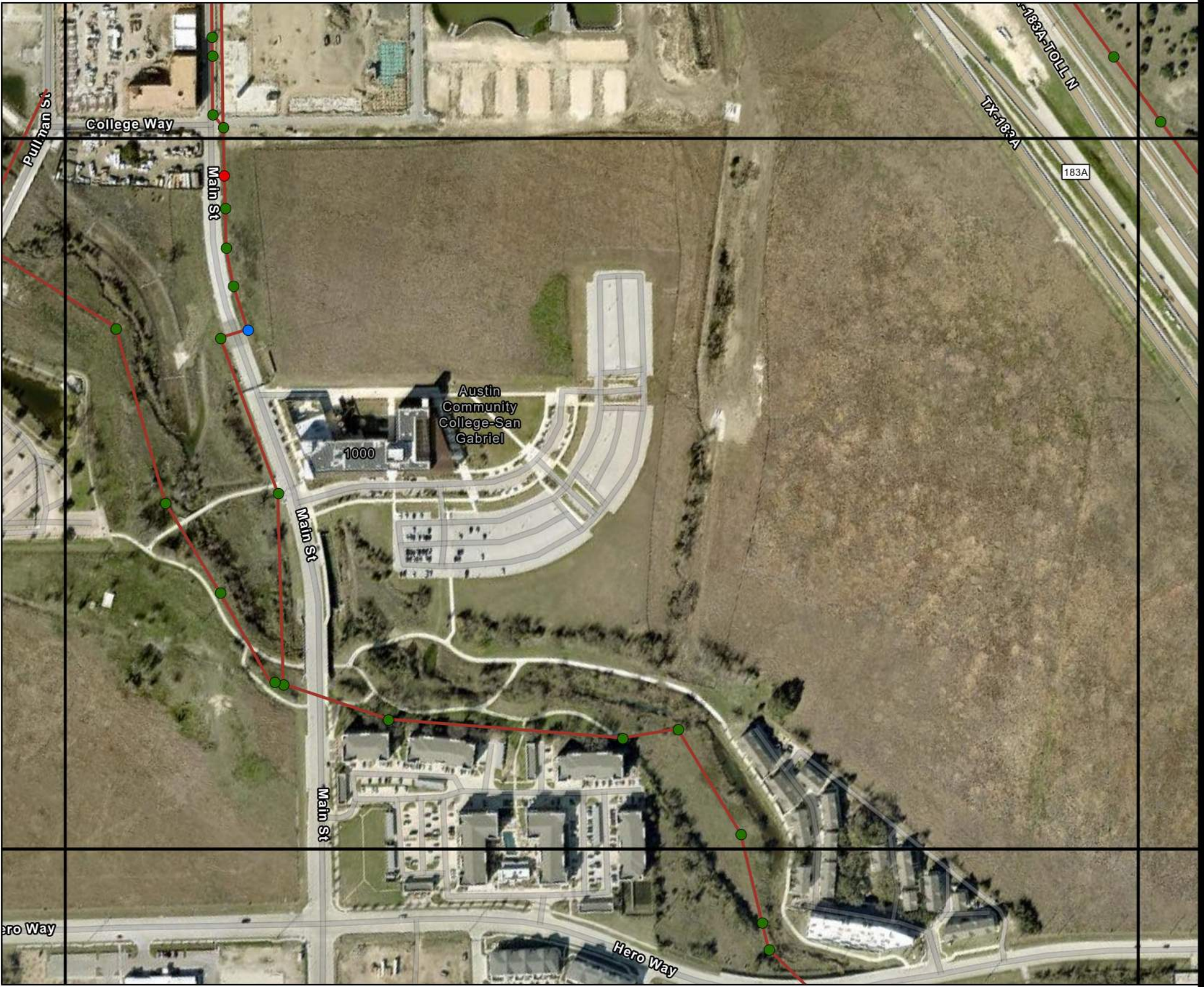


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: J-14**

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ⬡ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

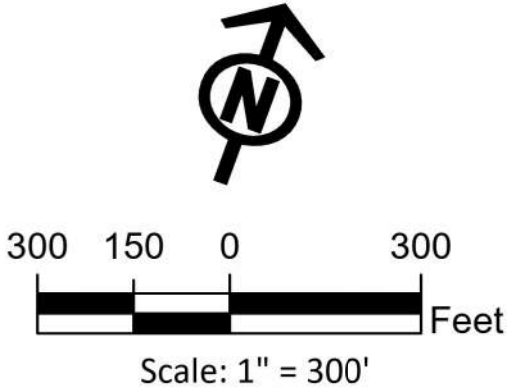


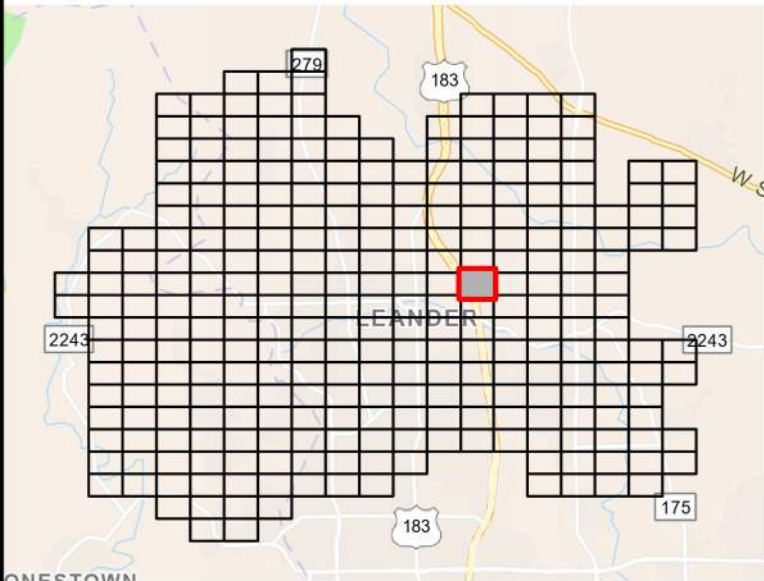
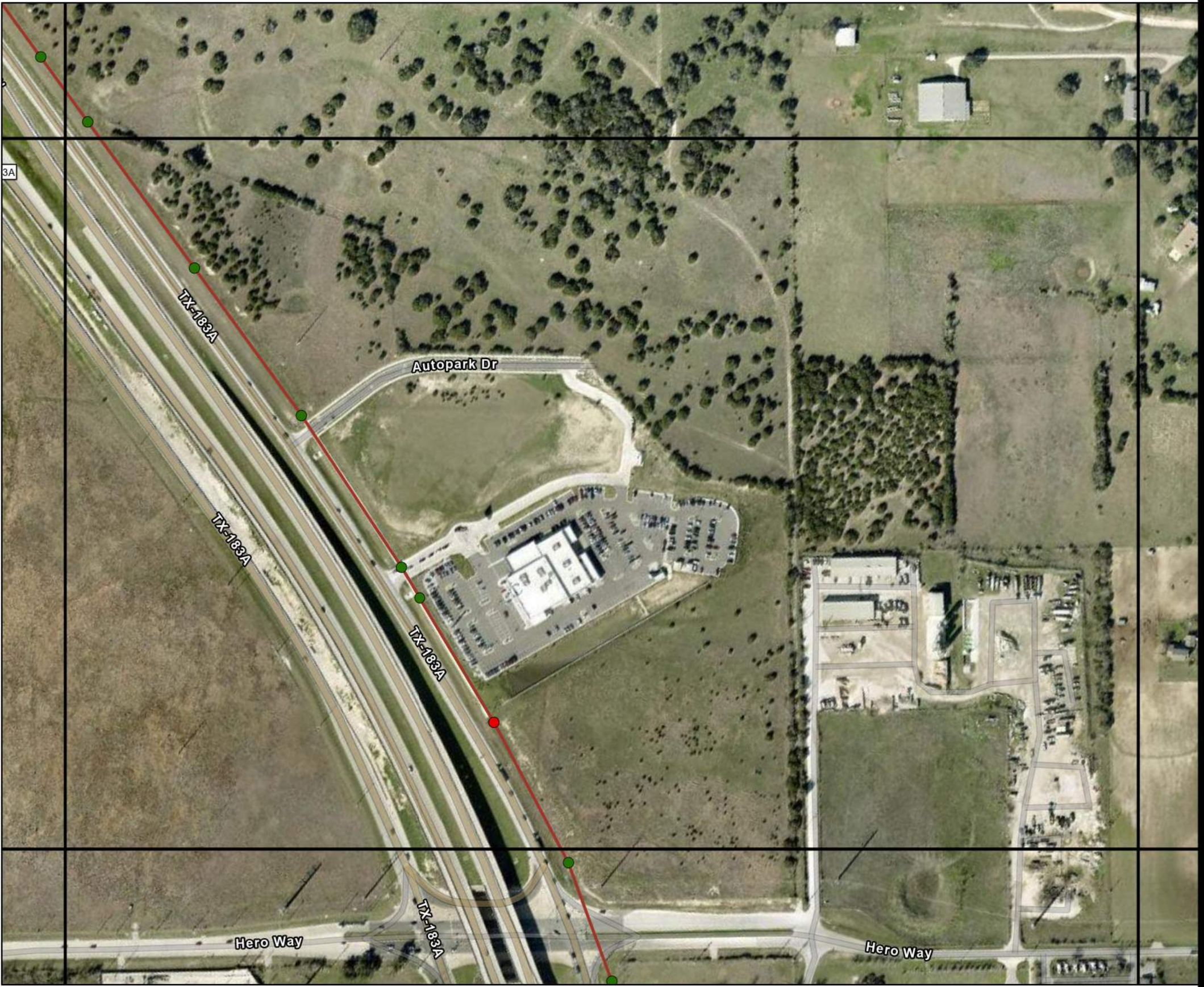


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: K-14**

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◆ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |





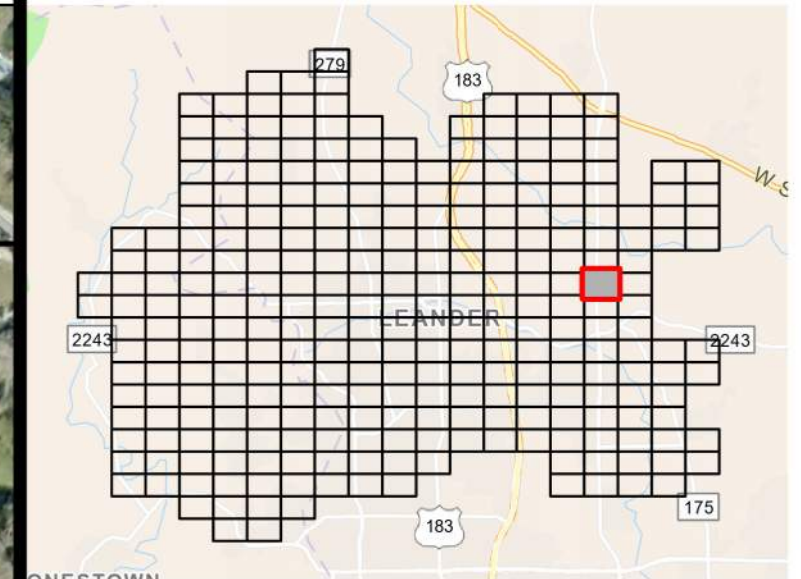
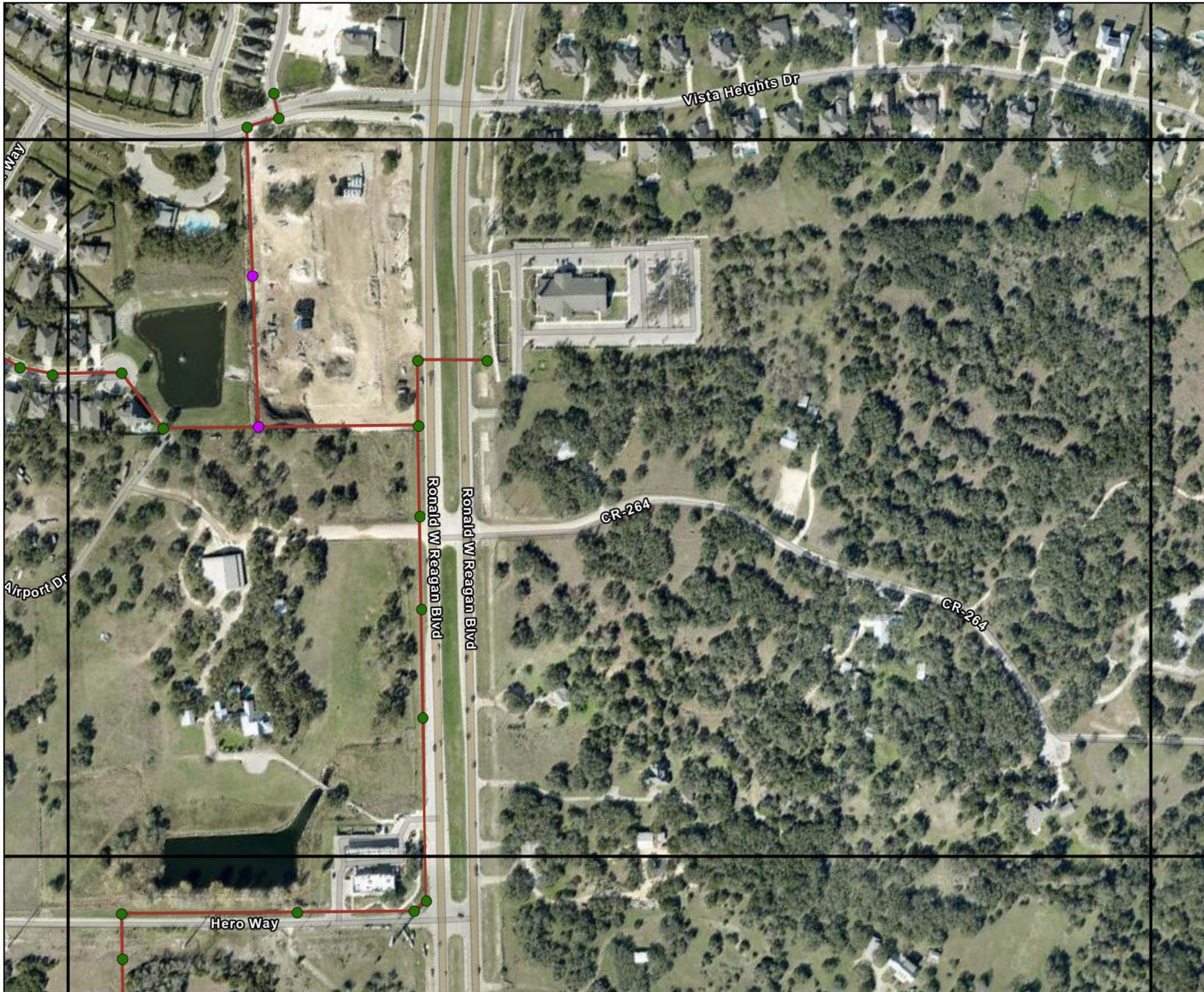
LEANDER MANHOLE SURVEY STATUS MAP GRID NO.: K-15

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◊ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |



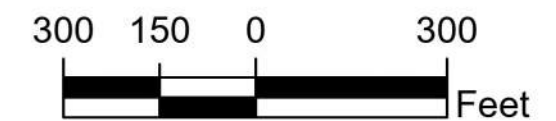
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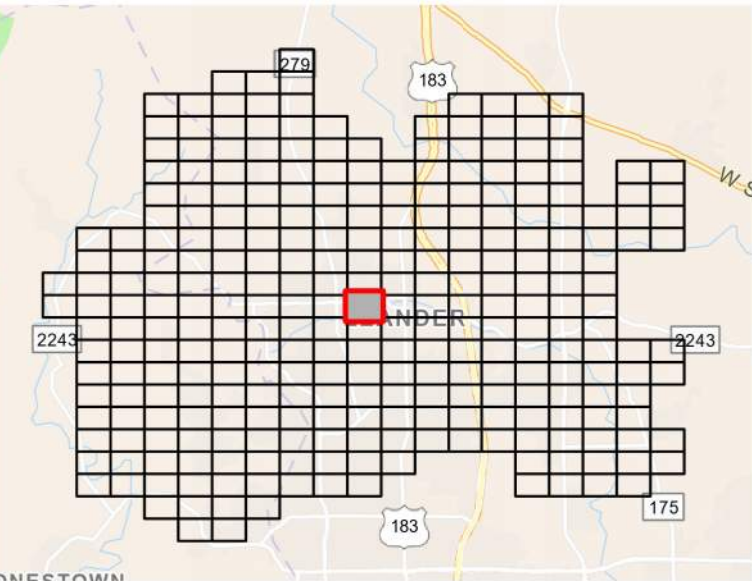
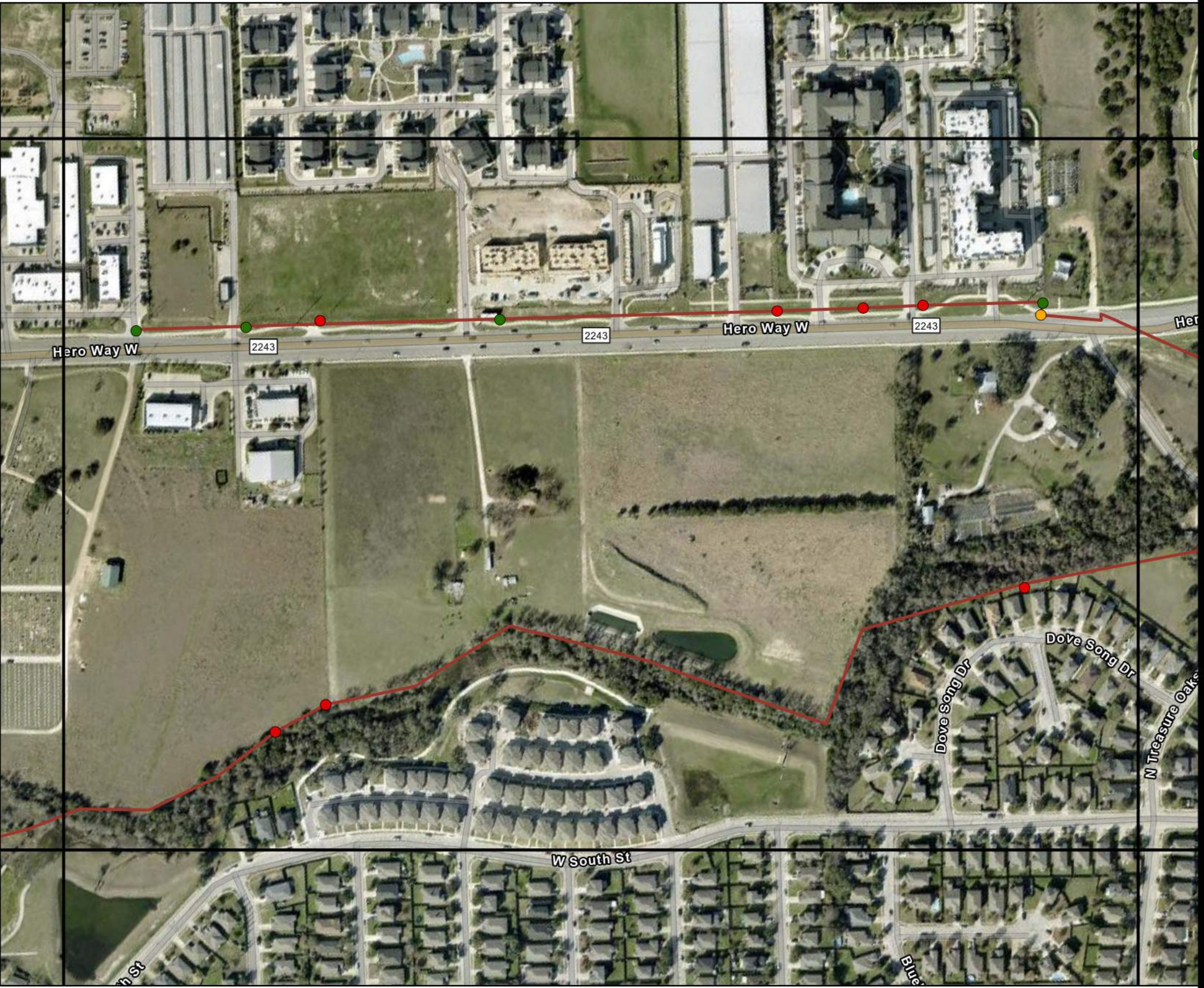
LEANDER MANHOLE SURVEY STATUS MAP GRID NO.: K-18

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◊ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

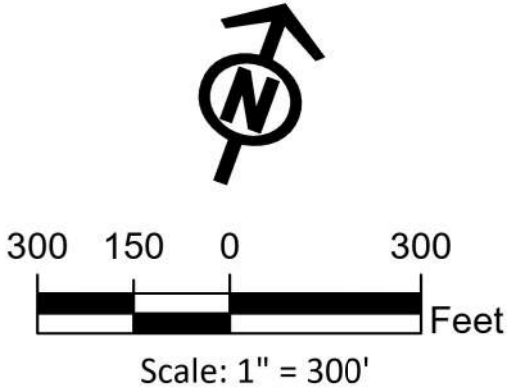


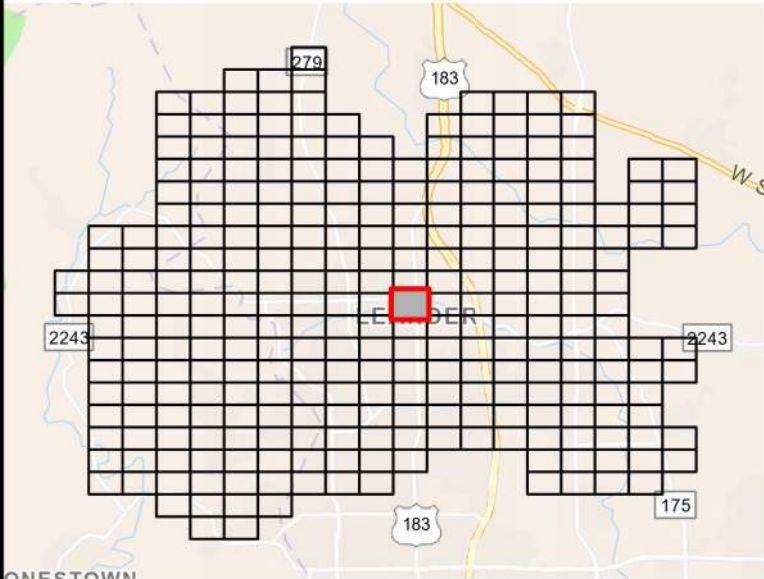
Scale: 1" = 300'



**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: L-12**

- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◆ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |



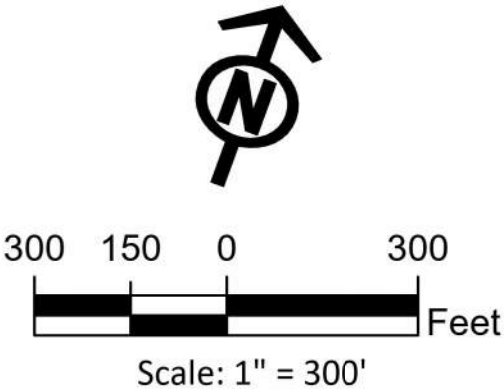


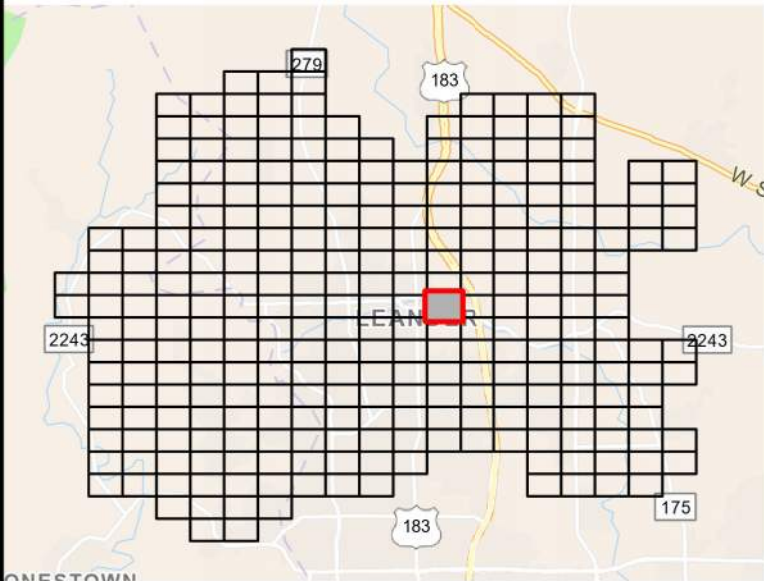
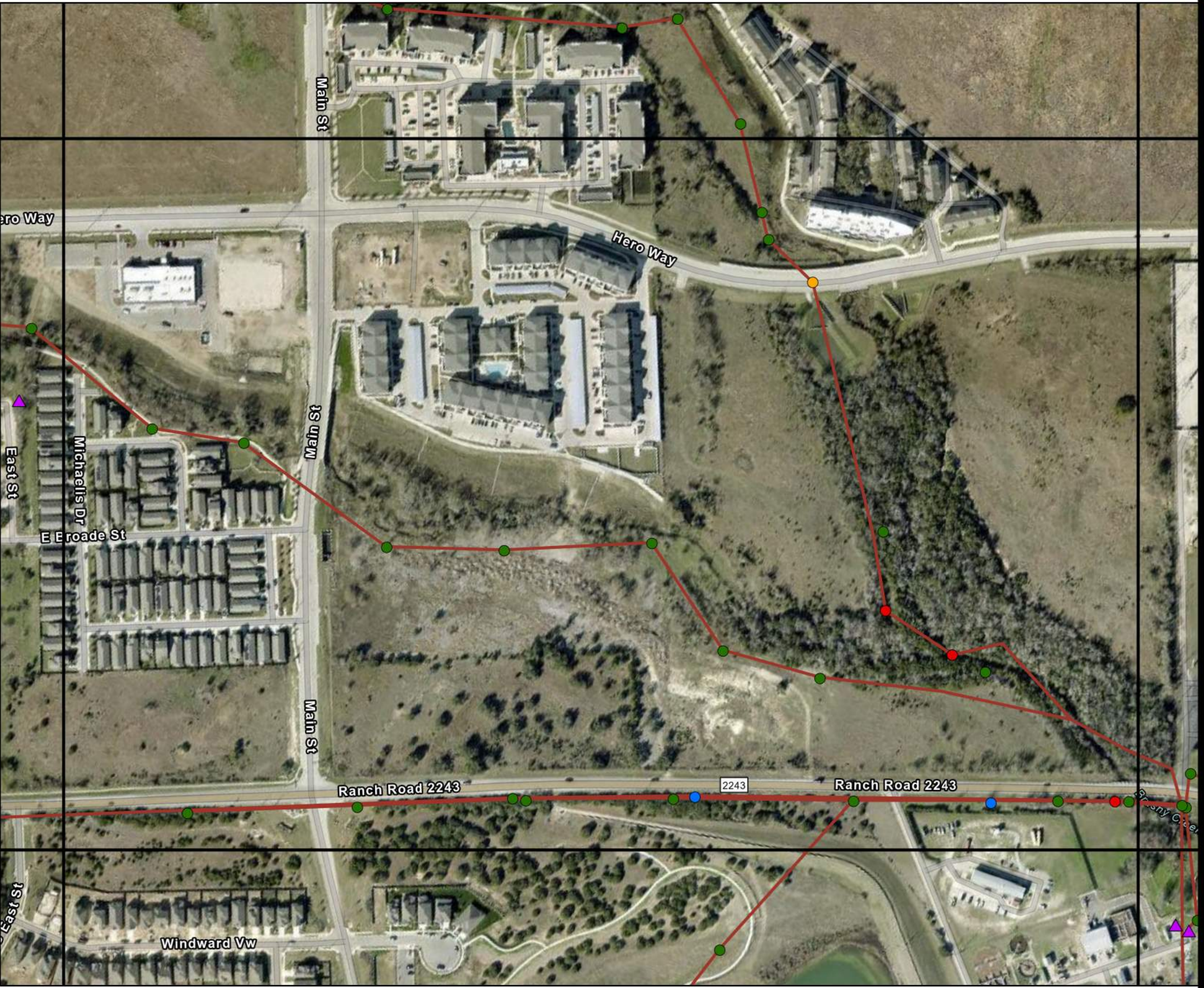
**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: L-13**

- Legend**

 - ▲ Lift Station
 - ◊ Outfall
 - Sewer Main
- Manhole Survey Status**

 - Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete

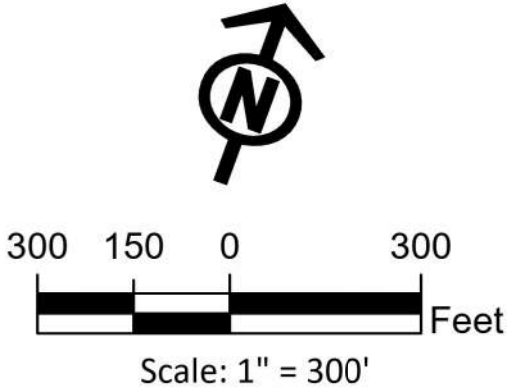


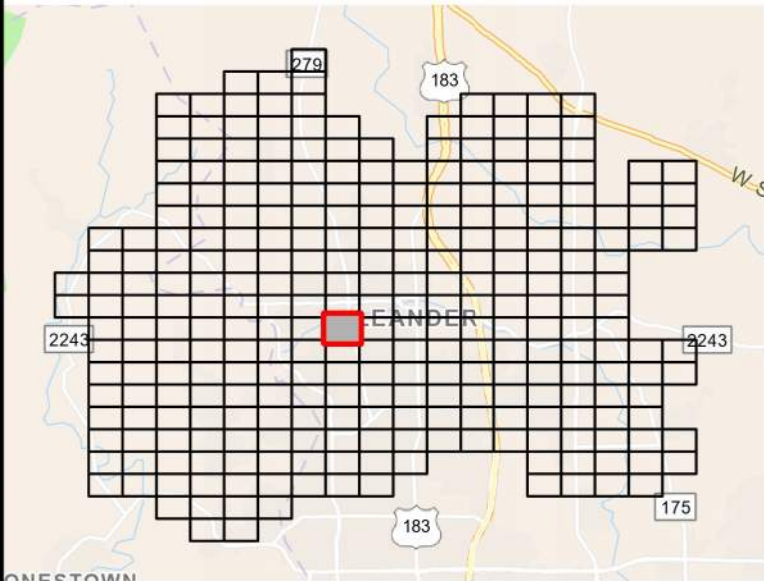
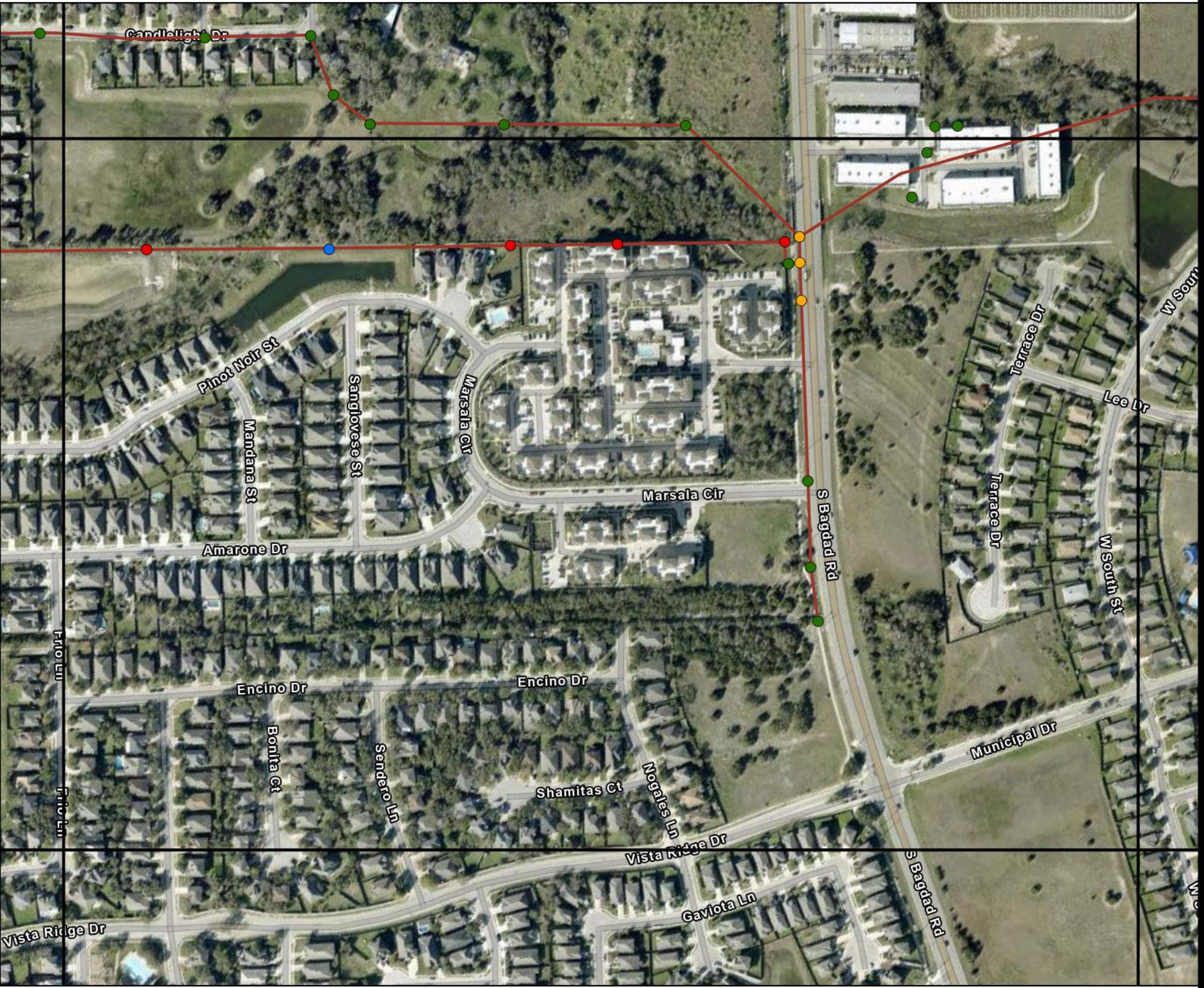


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: L-14**

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◊ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

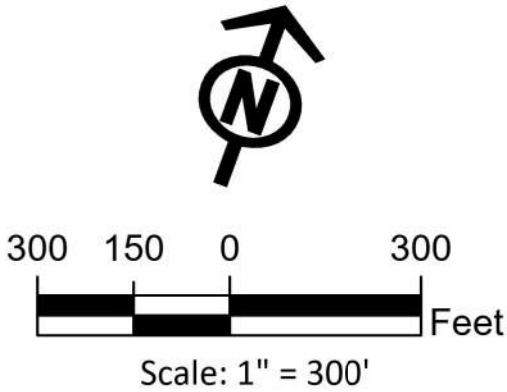


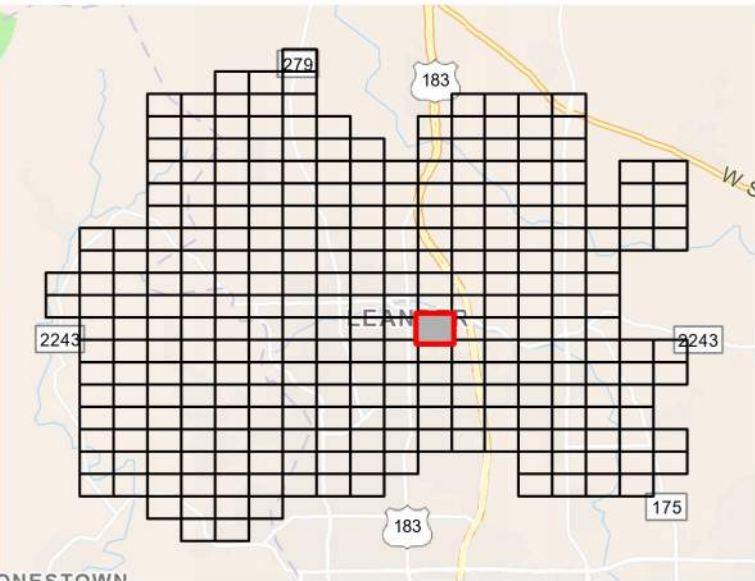


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: M-11**

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ⬡ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

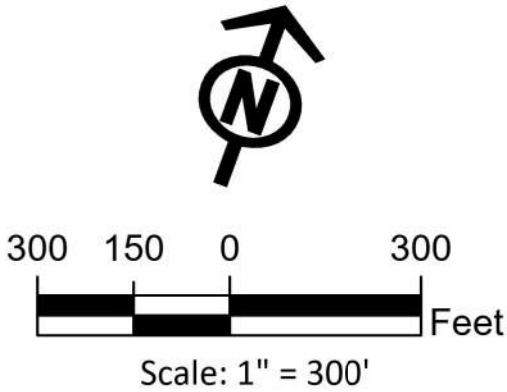


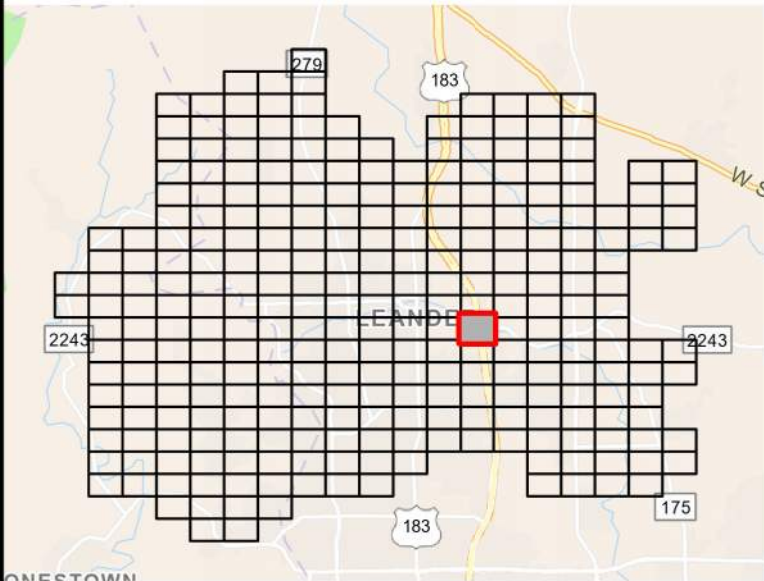


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: M-14**

Legend

- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ⬠ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

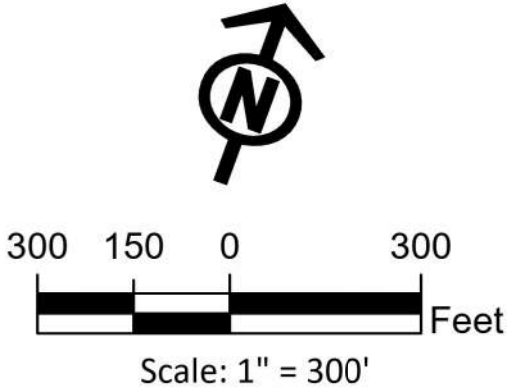


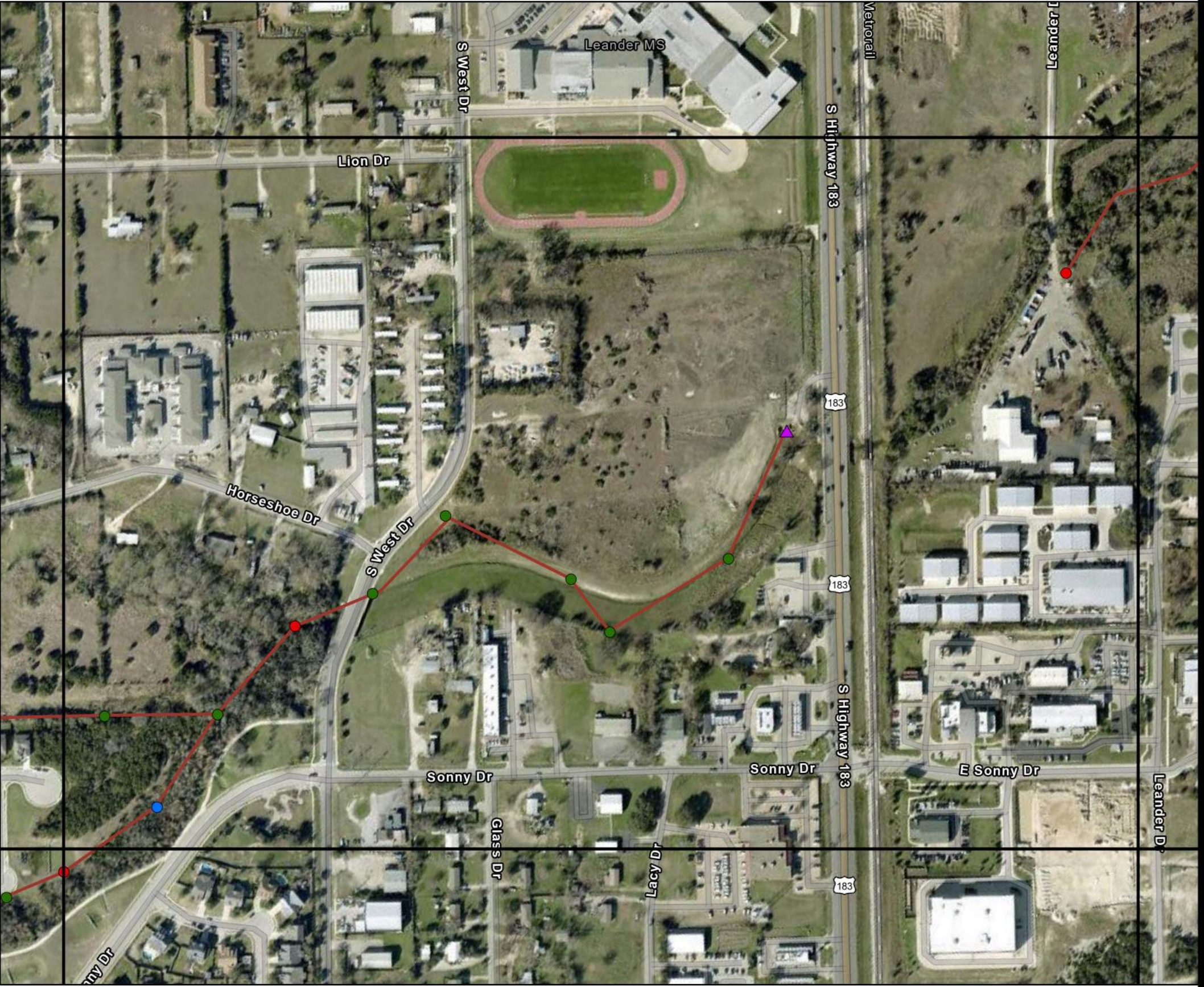


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: M-15**

Legend

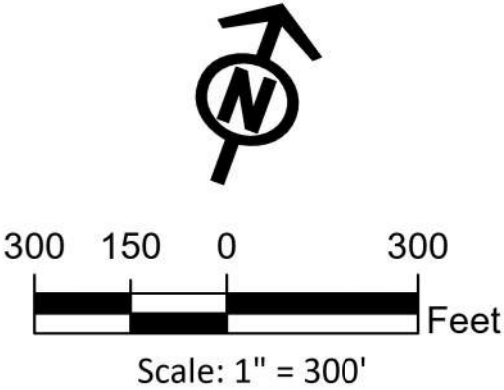
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ⬡ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

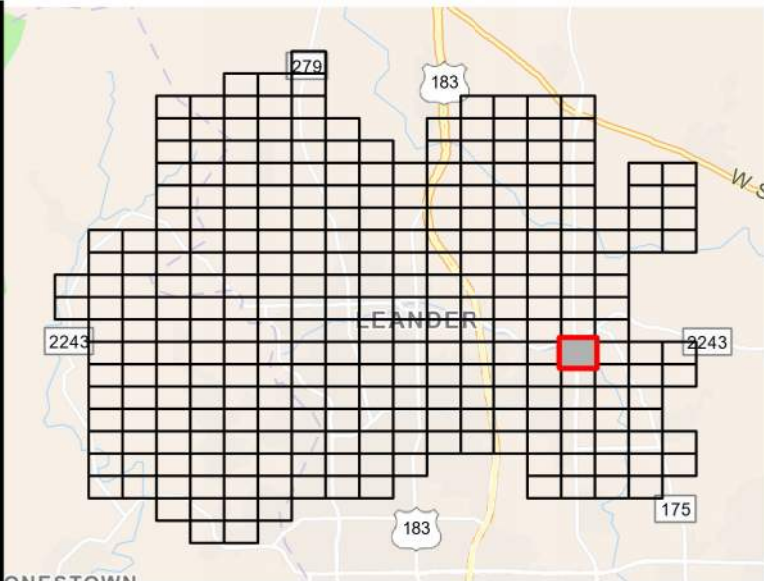




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: N-13**

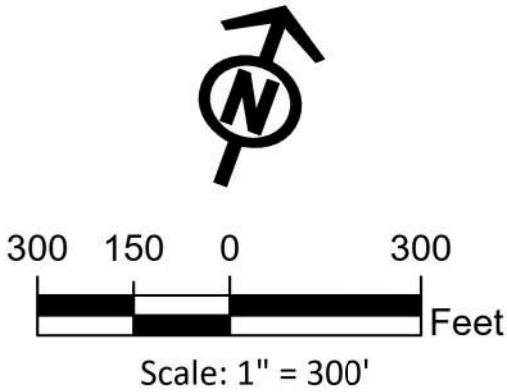
- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◊ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

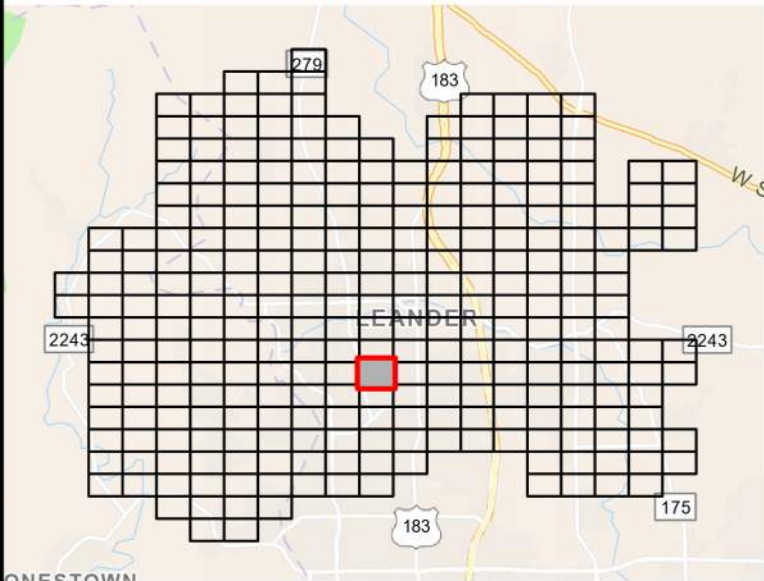
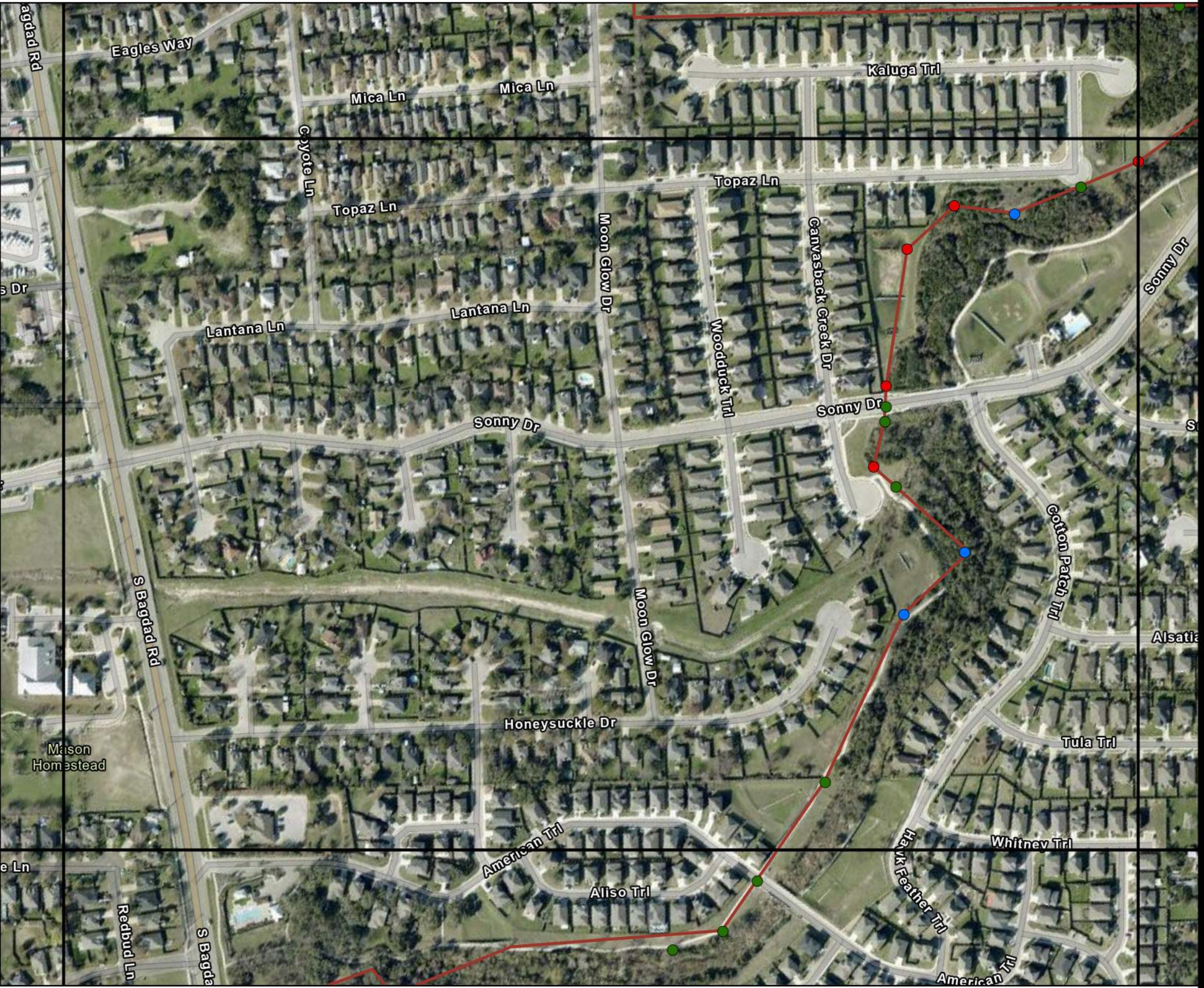




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: N-18**

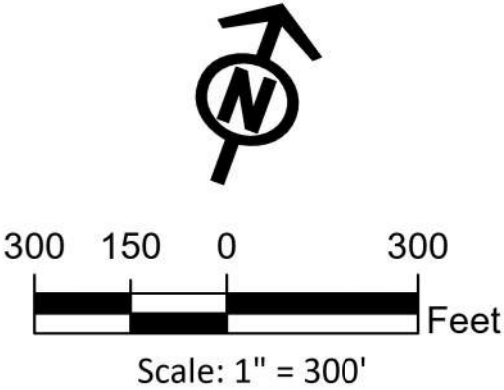
- Legend**
- | | |
|--------------|------------------------------|
| Lift Station | Manhole Survey Status |
| Outfall | Buried |
| Sewer Main | Could Not Access |
| | Could Not Locate |
| | Could Not Open |
| | Complete |

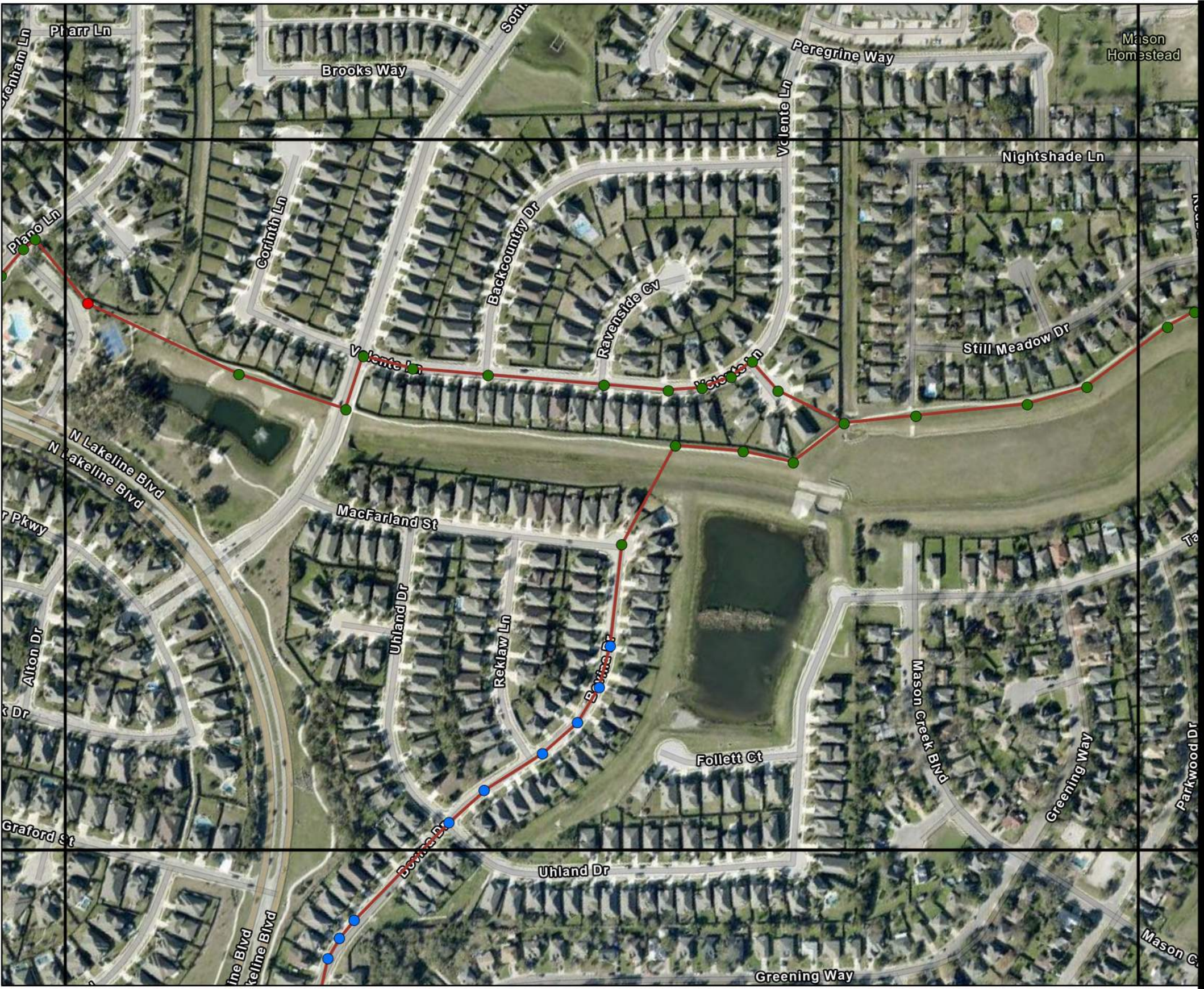




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: O-12**

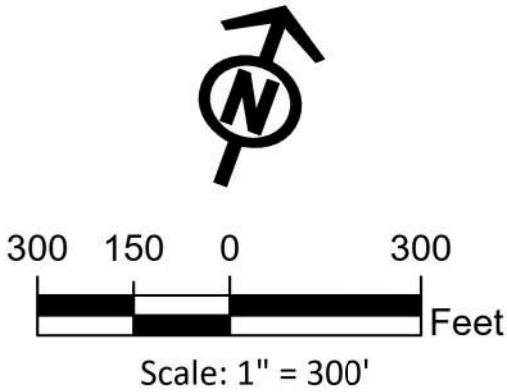
- Legend**
- ▲ Lift Station
 - ◆ Outfall
 - Sewer Main
- Manhole Survey Status**
- Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete

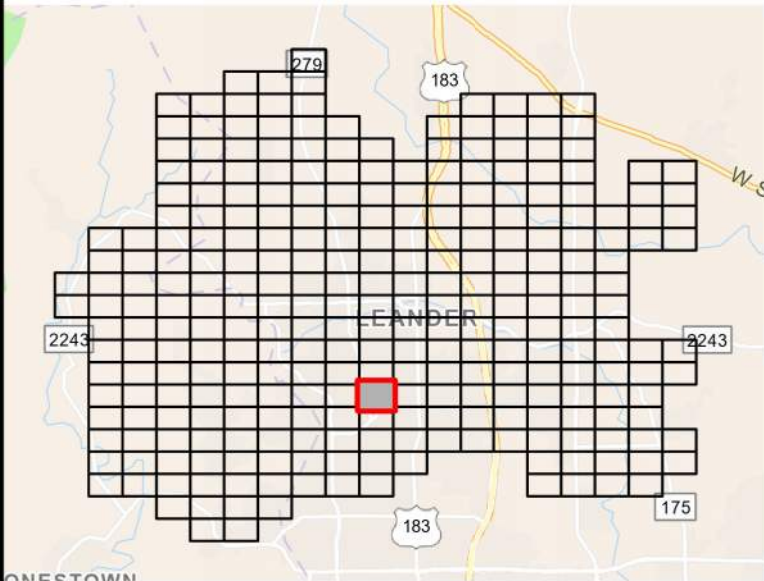
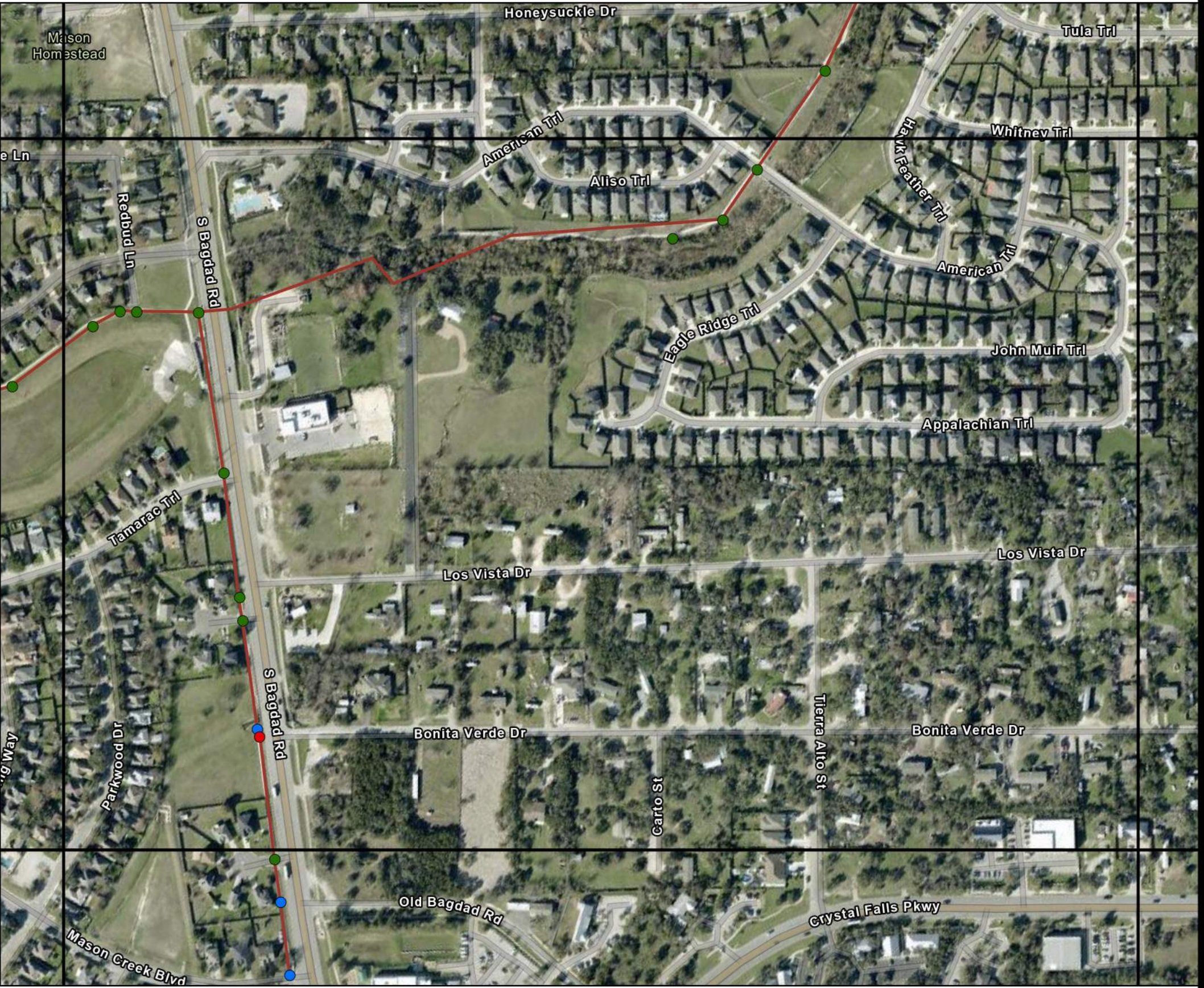




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: P-11**

- Legend**
- | | |
|--------------|------------------|
| Lift Station | Buried |
| Outfall | Could Not Access |
| Sewer Main | Could Not Locate |
| | Could Not Open |
| | Complete |



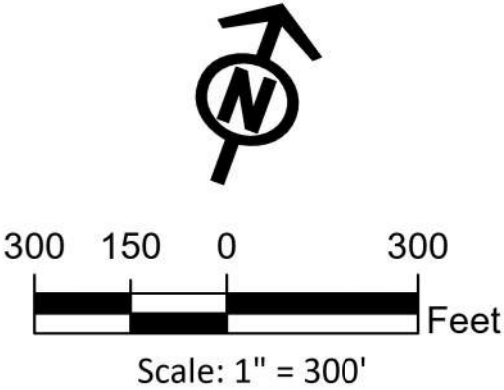


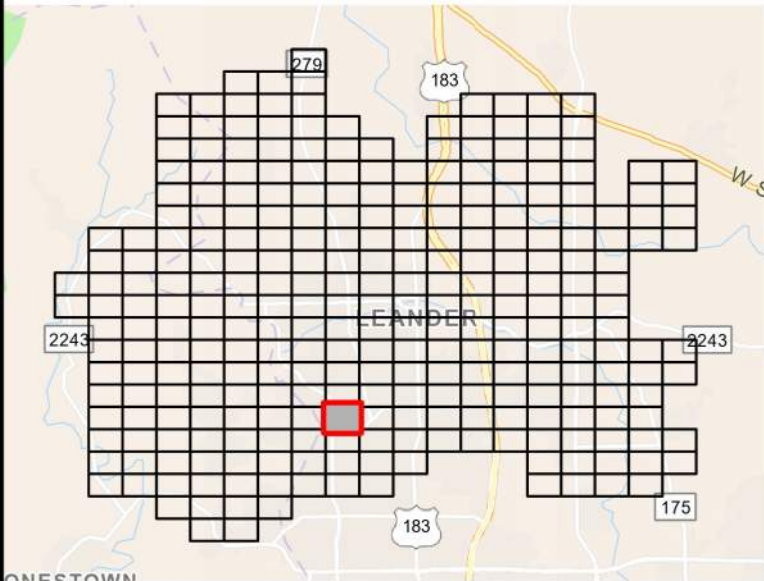
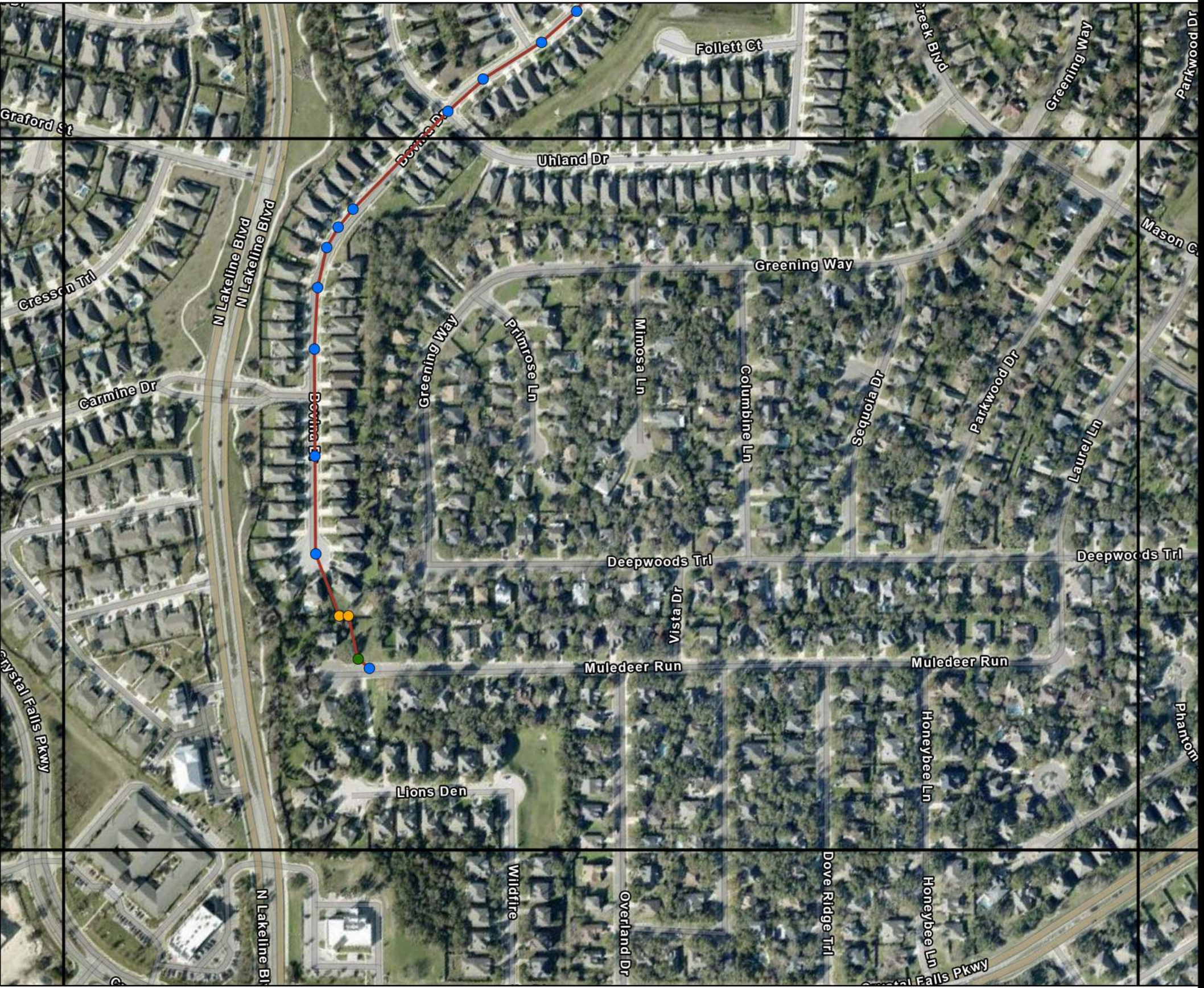
**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: P-12**

- Legend**

 - ▲ Lift Station
 - ◊ Outfall
 - Sewer Main
- Manhole Survey Status**

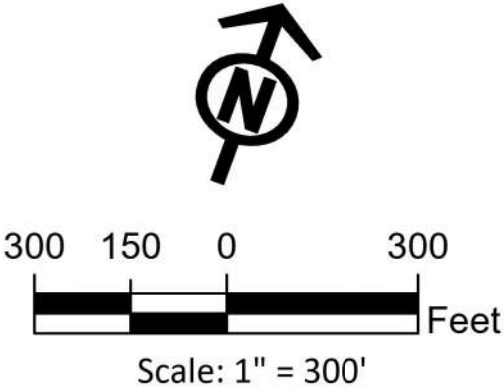
 - Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete

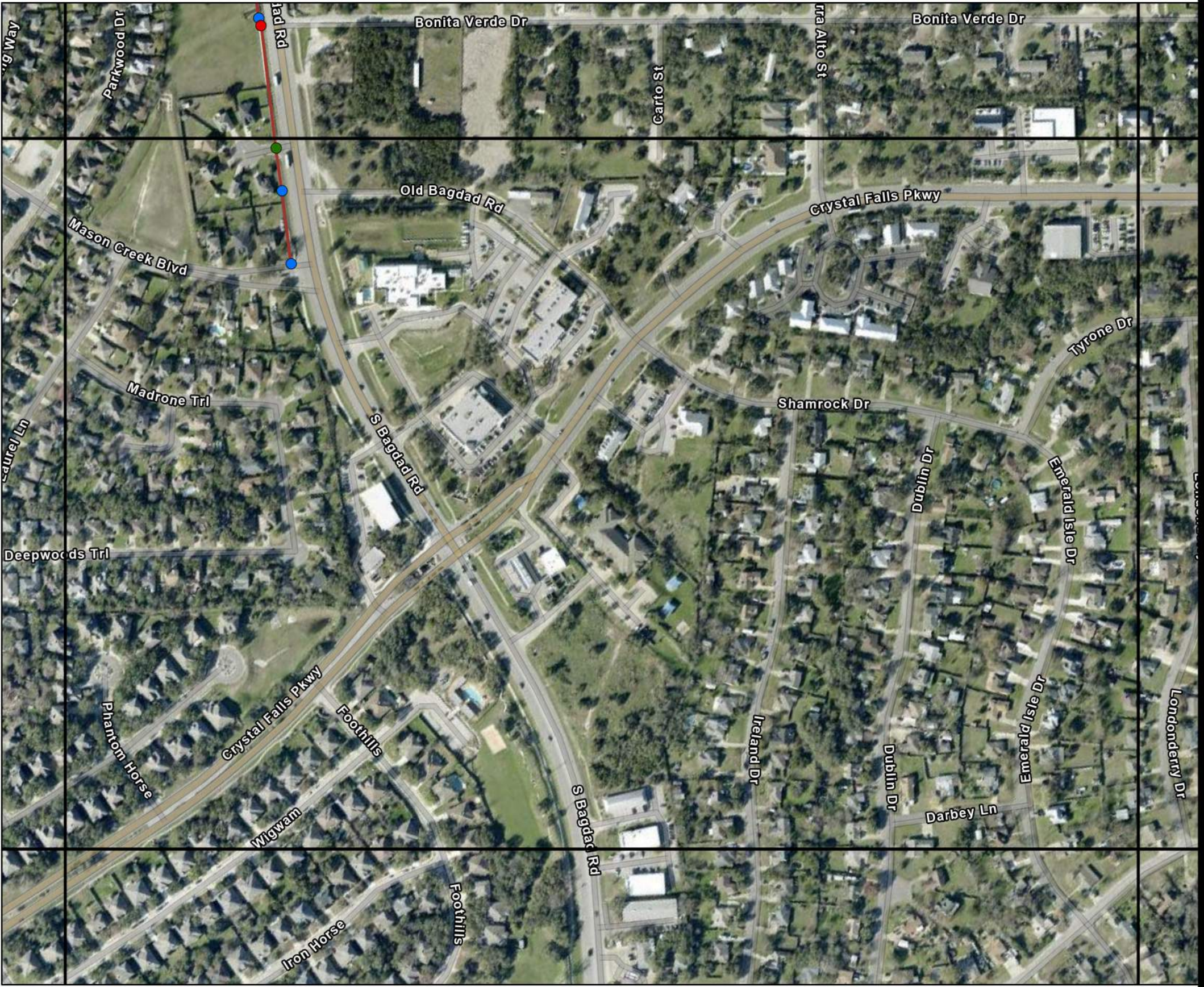




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: Q-11**

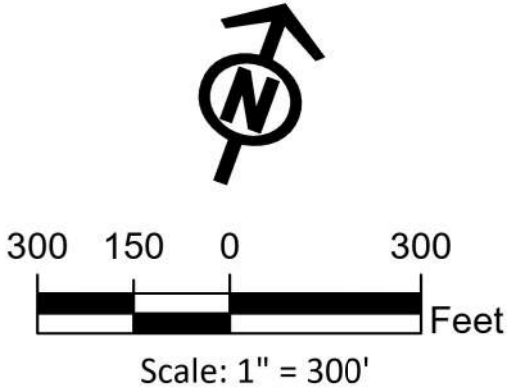
- Legend**
- ▲ Lift Station
 - ◆ Outfall
 - Sewer Main
- Manhole Survey Status**
- Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete





**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: Q-12**

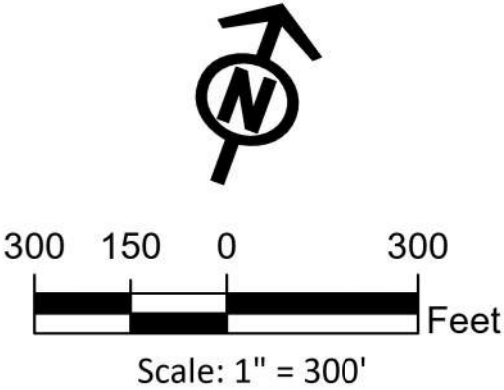
- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◆ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

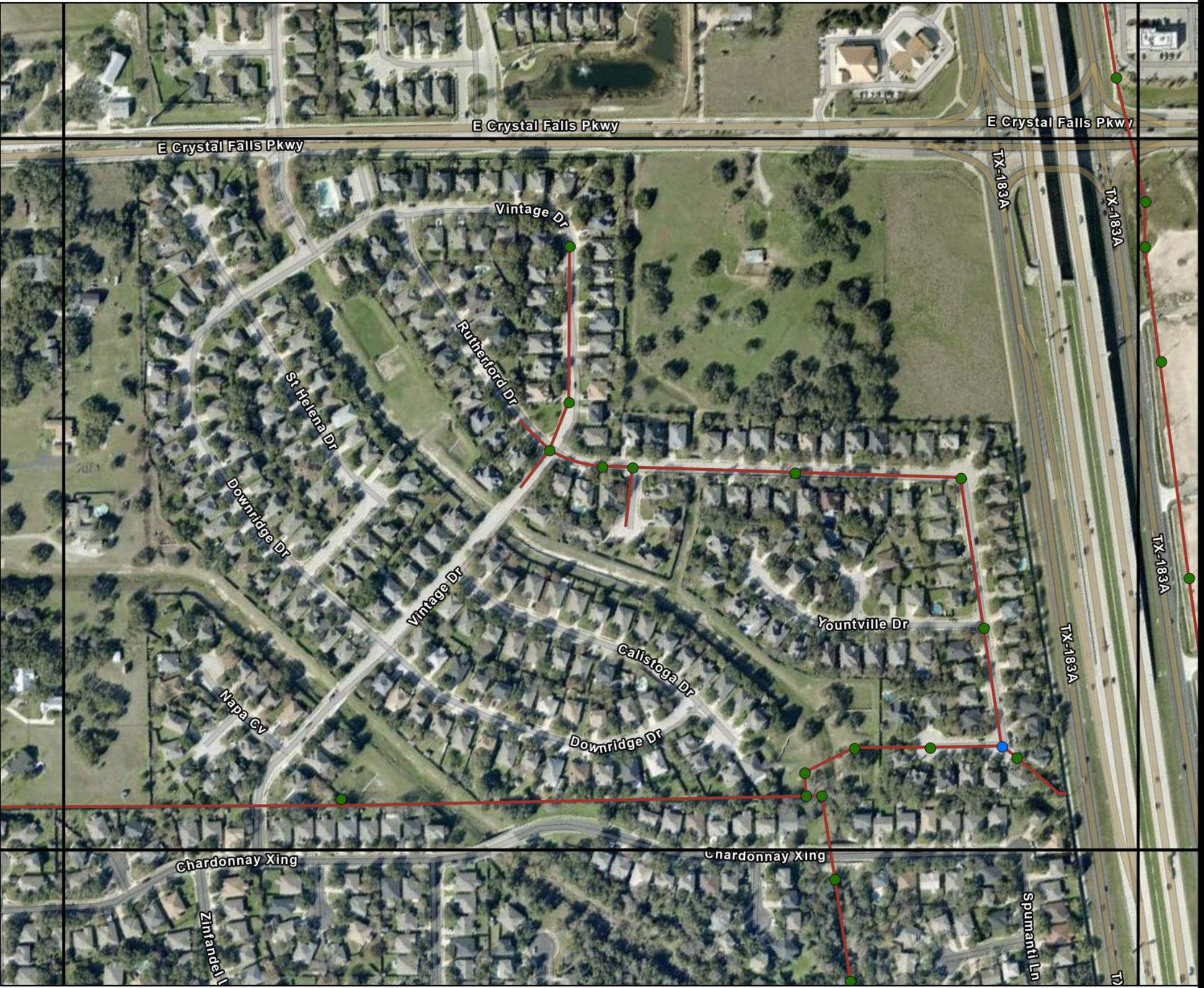




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: Q-14**

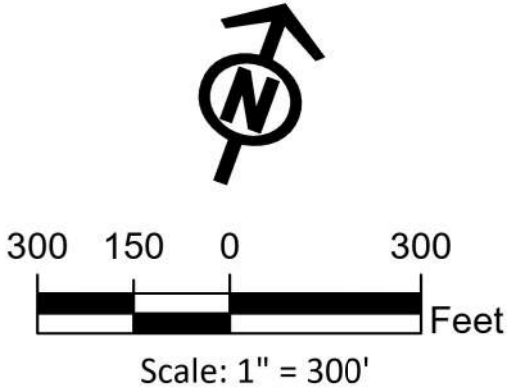
- Legend**
- ▲ Lift Station
 - ◆ Outfall
 - Sewer Main
- Manhole Survey Status**
- Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete

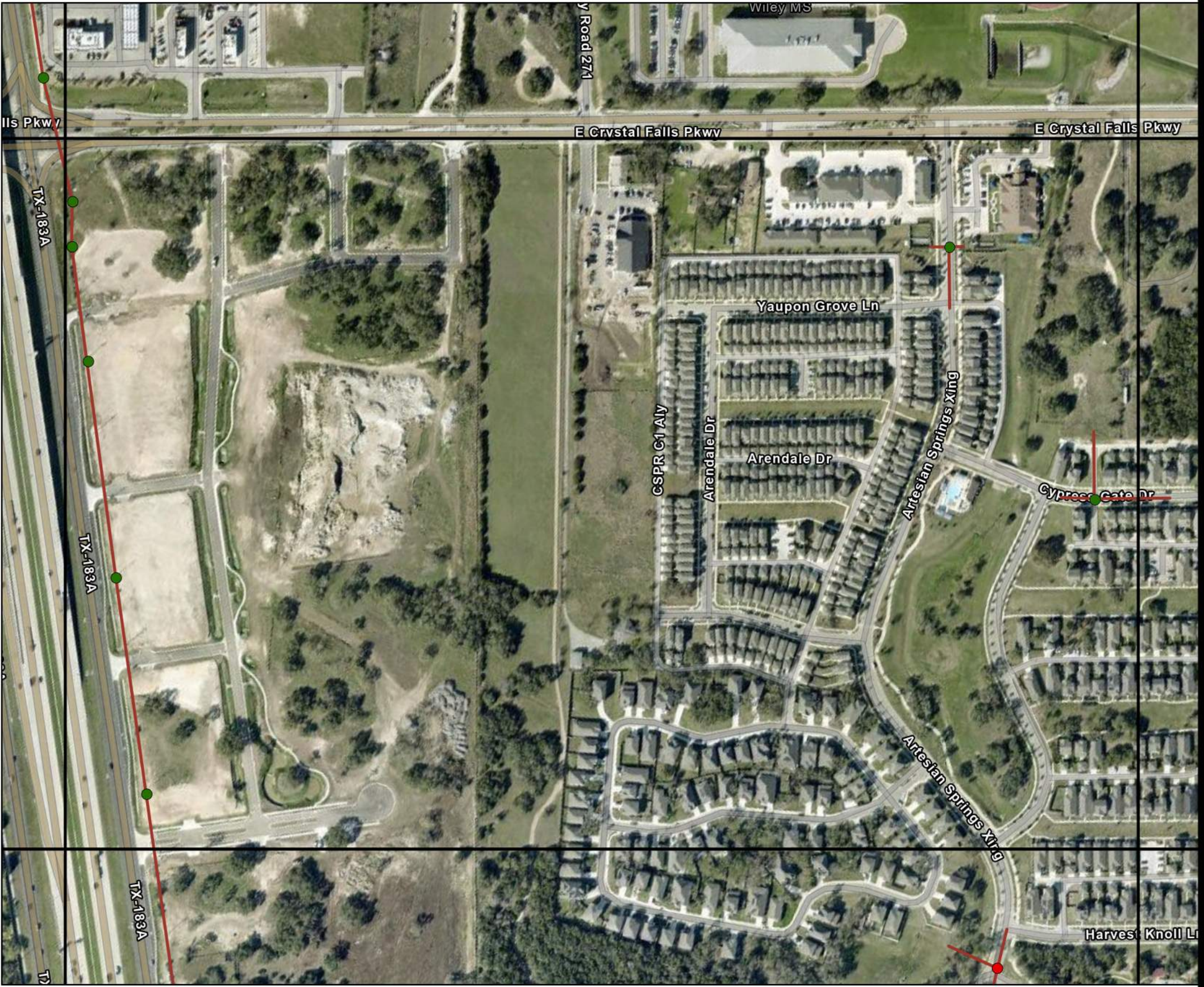




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: Q-15**

- Legend**
- ▲ Lift Station
 - ◊ Outfall
 - Sewer Main
- Manhole Survey Status**
- Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete



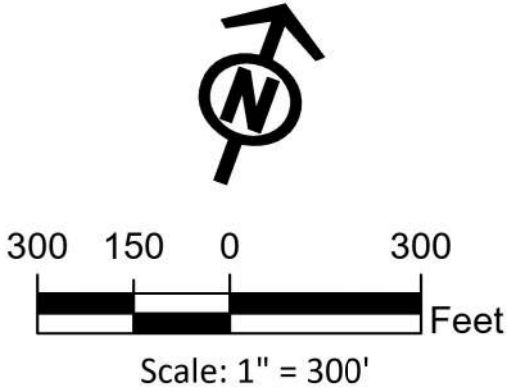


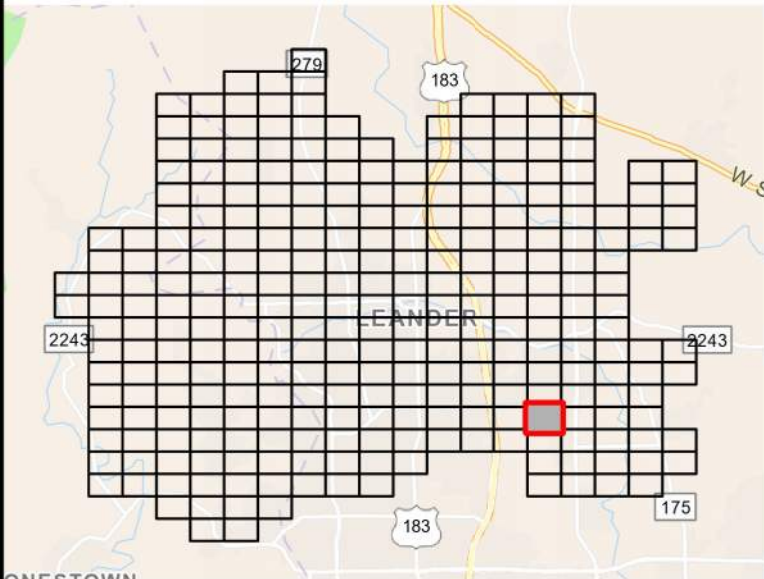
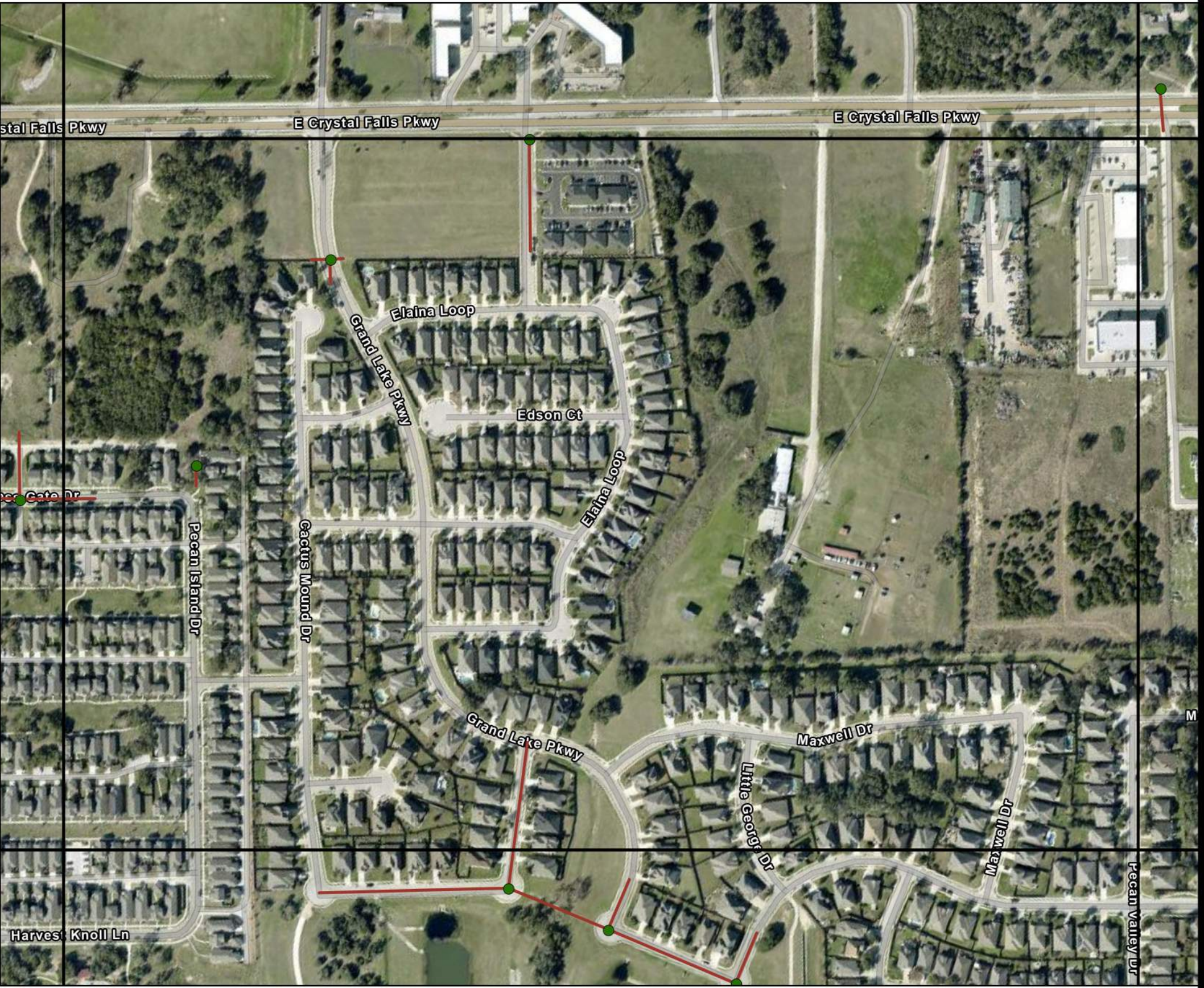
**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: Q-16**

- Legend**

 - ▲ Lift Station
 - ◊ Outfall
 - Sewer Main
- Manhole Survey Status**

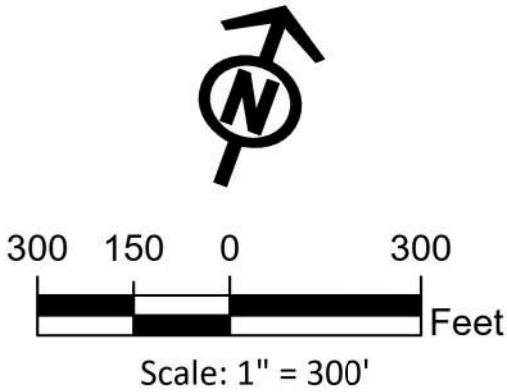
 - Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete

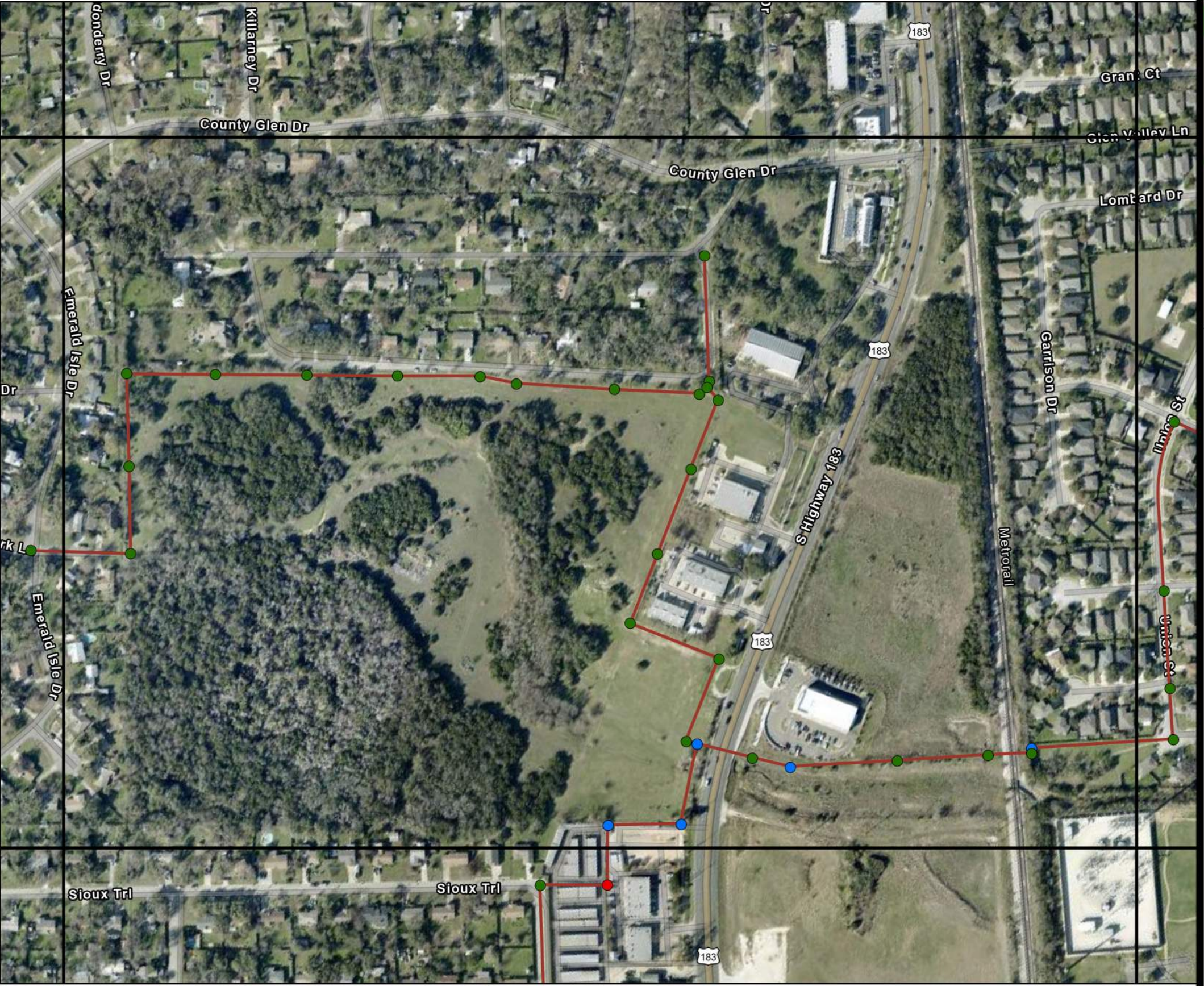




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: Q-17**

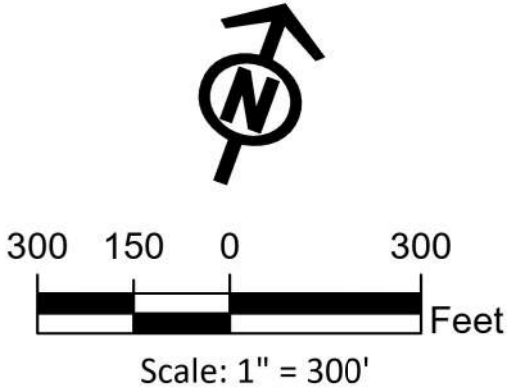
- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◆ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

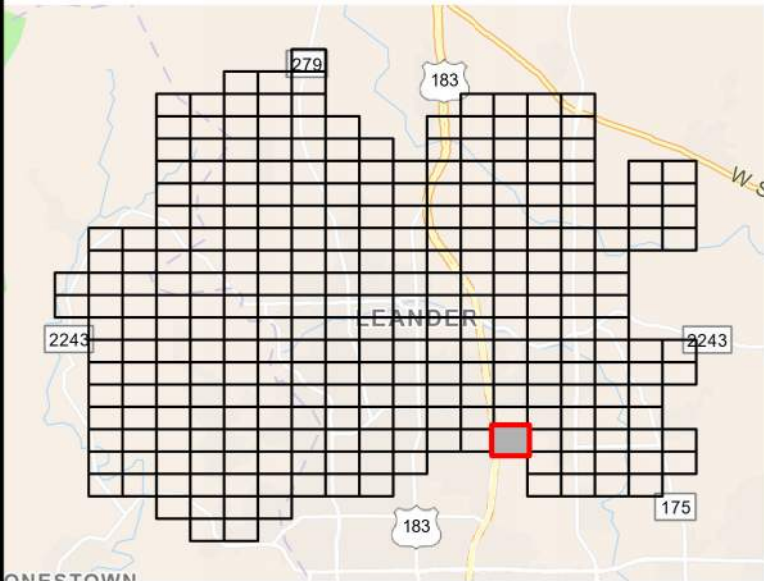




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: R-13**

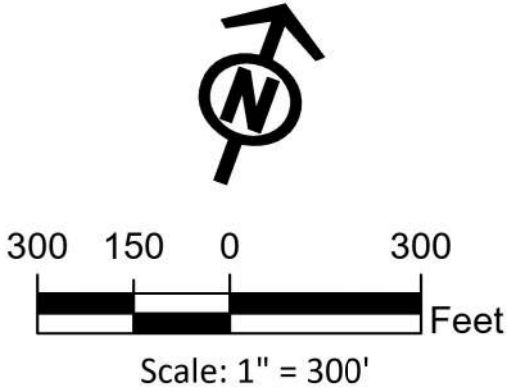
- Legend**
- ▲ Lift Station
 - ◊ Outfall
 - Sewer Main
- Manhole Survey Status**
- Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete

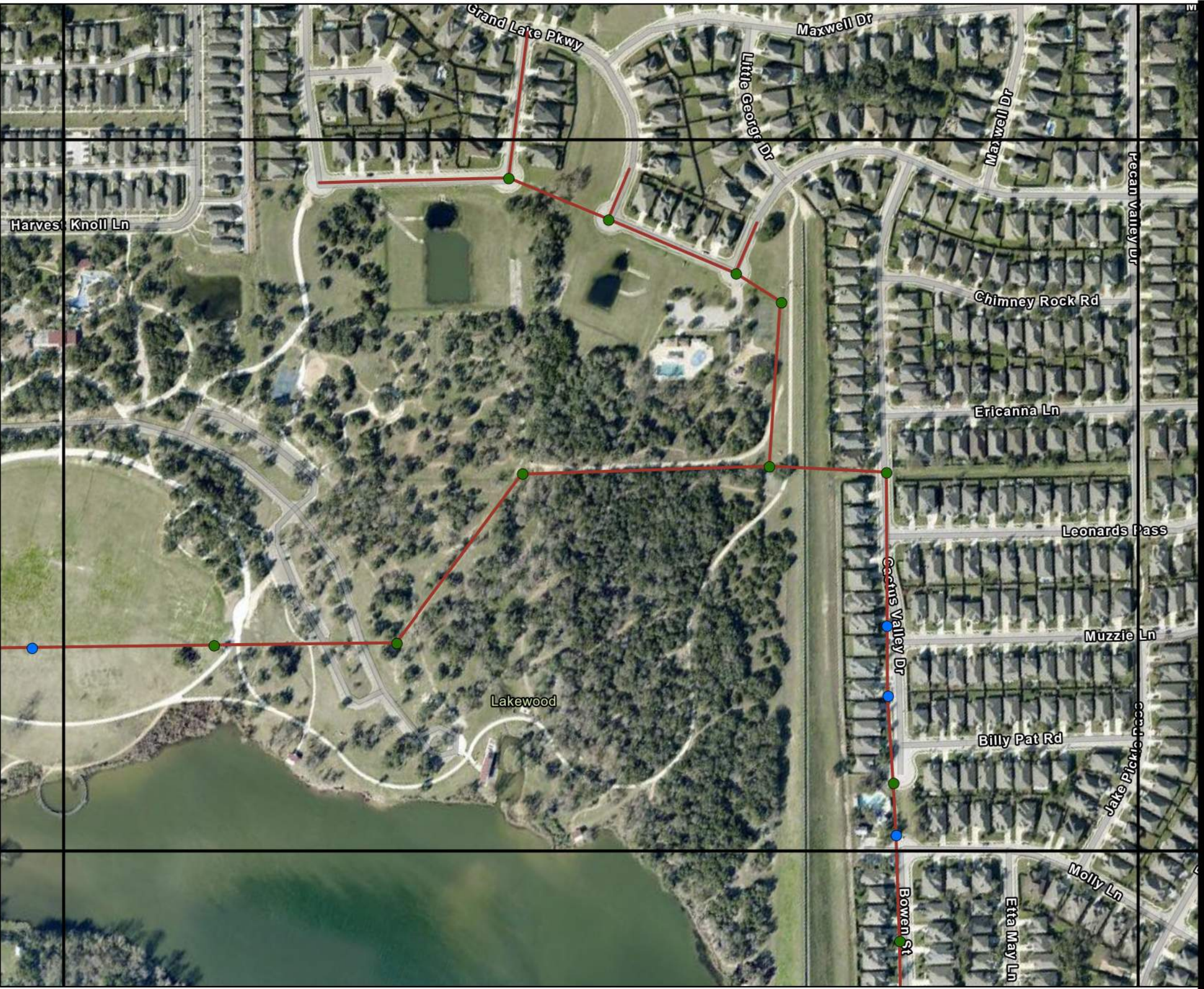




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: R-16**

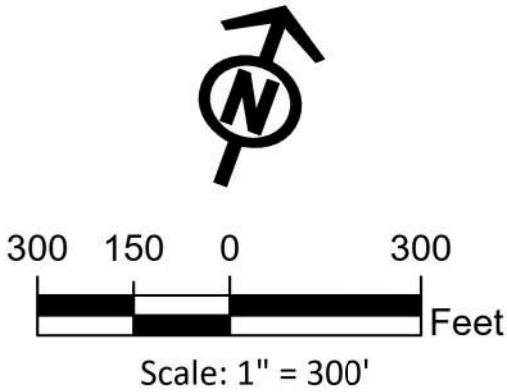
- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ⬡ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

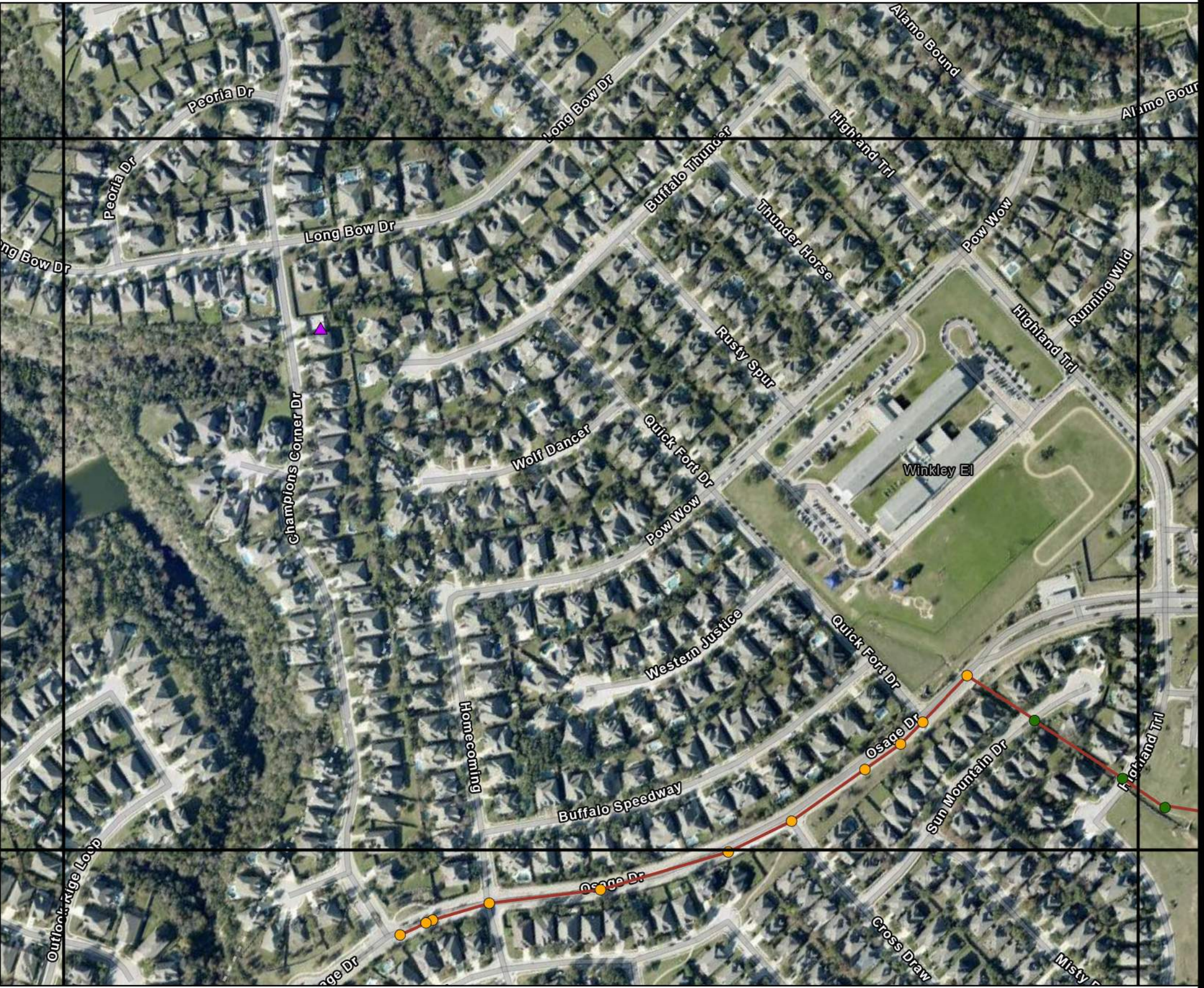




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: R-17**

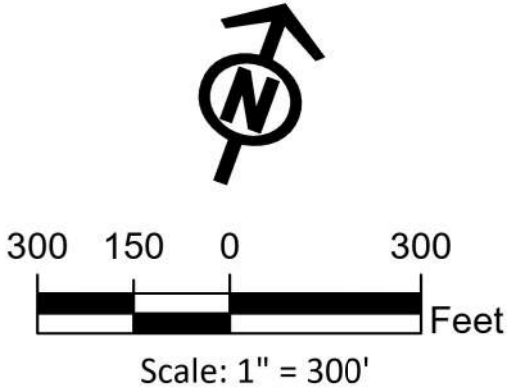
- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◆ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

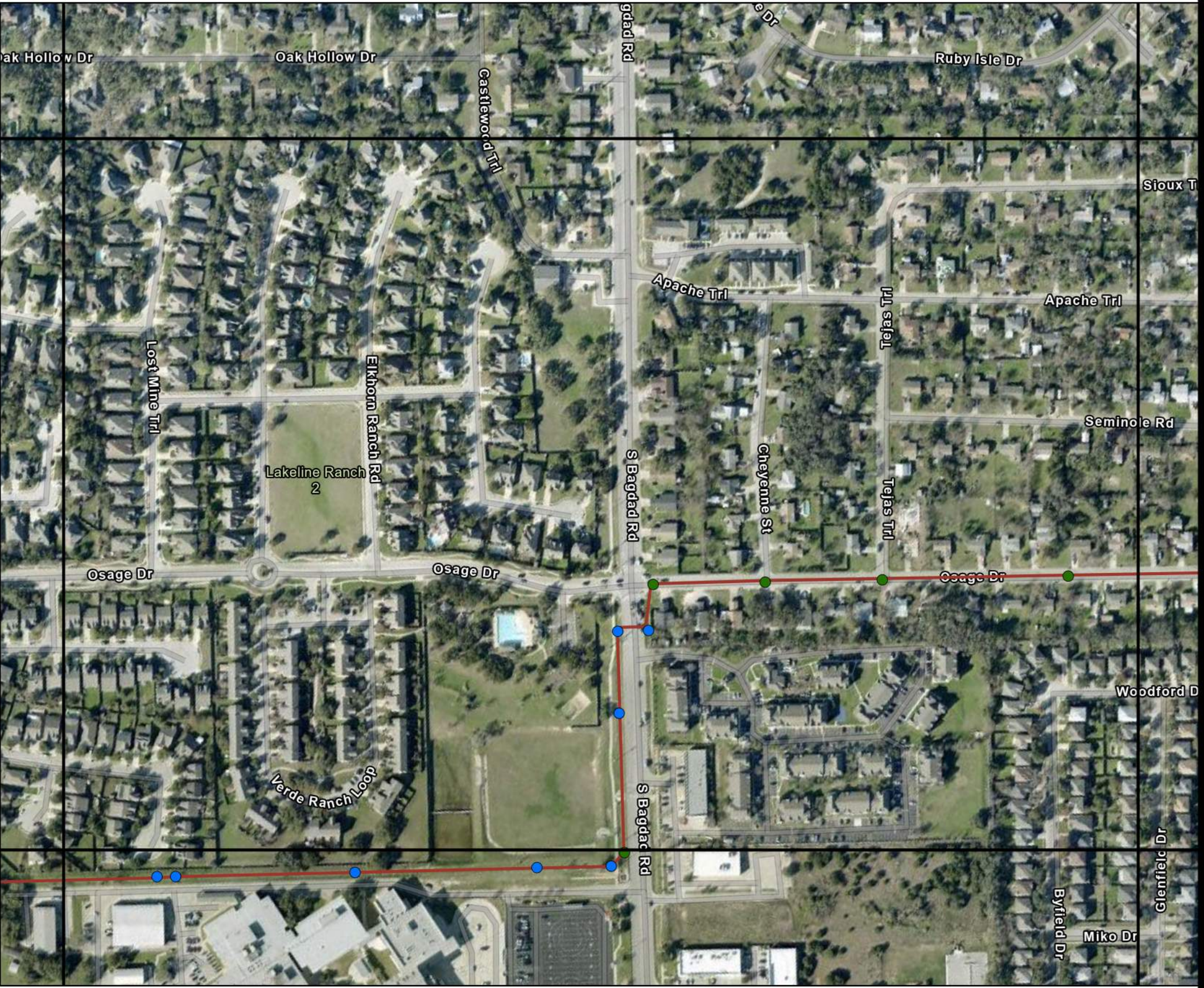




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: S-10**

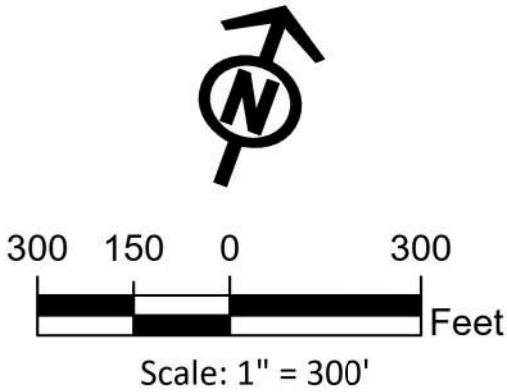
- Legend**
- | | |
|--------------|------------------------------|
| Lift Station | Manhole Survey Status |
| Outfall | Buried |
| Sewer Main | Could Not Access |
| | Could Not Locate |
| | Could Not Open |
| | Complete |

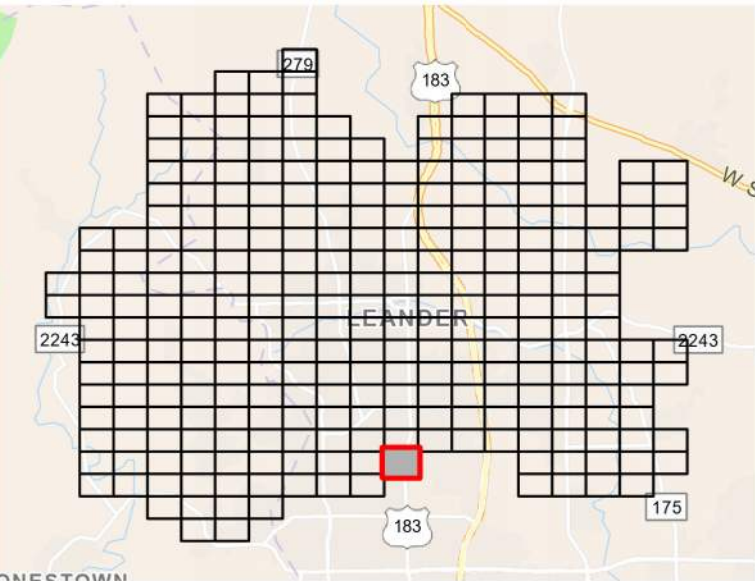
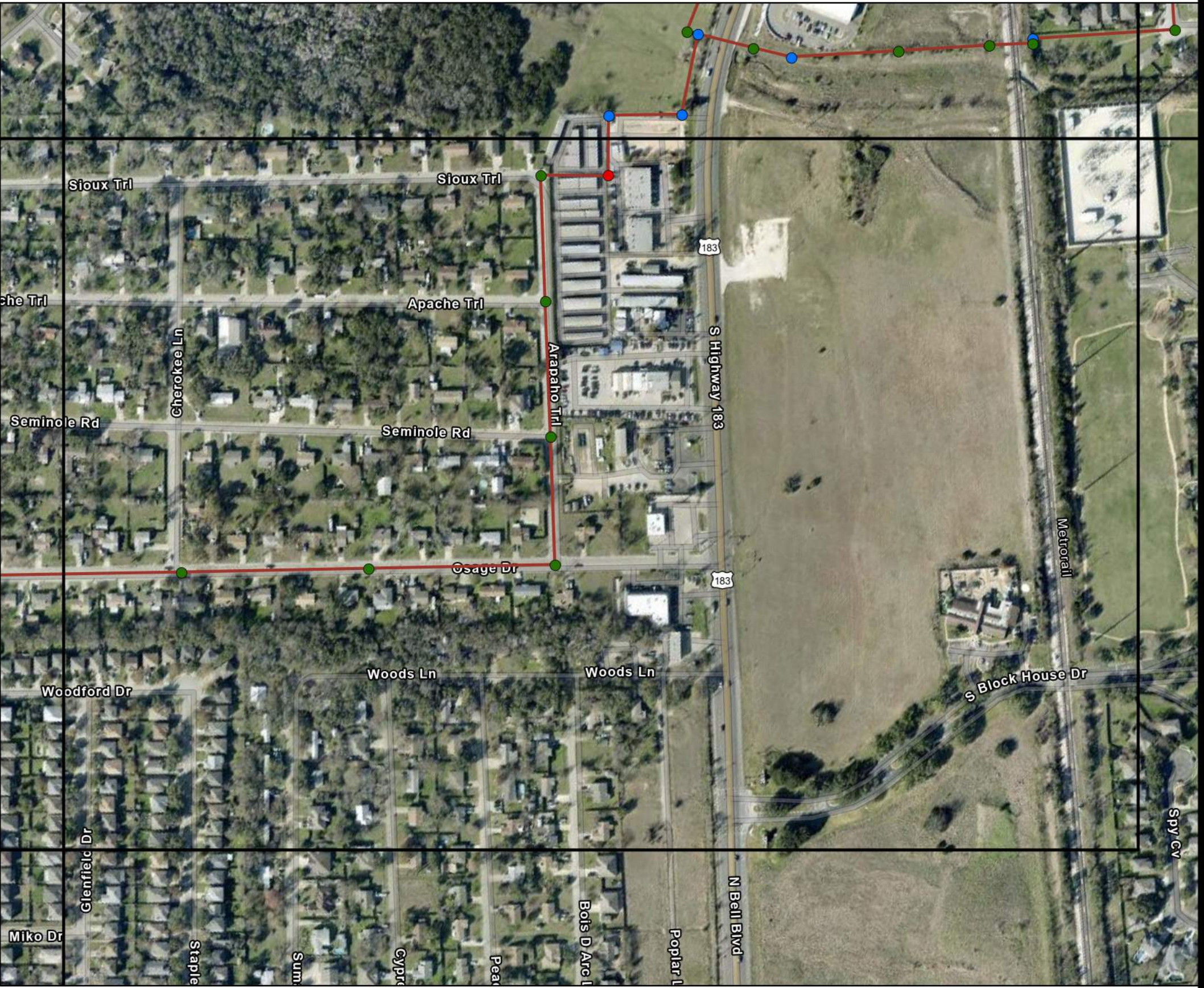




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: S-12**

- Legend**
- ▲ Lift Station
 - ⬠ Outfall
 - Sewer Main
- Manhole Survey Status**
- Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete



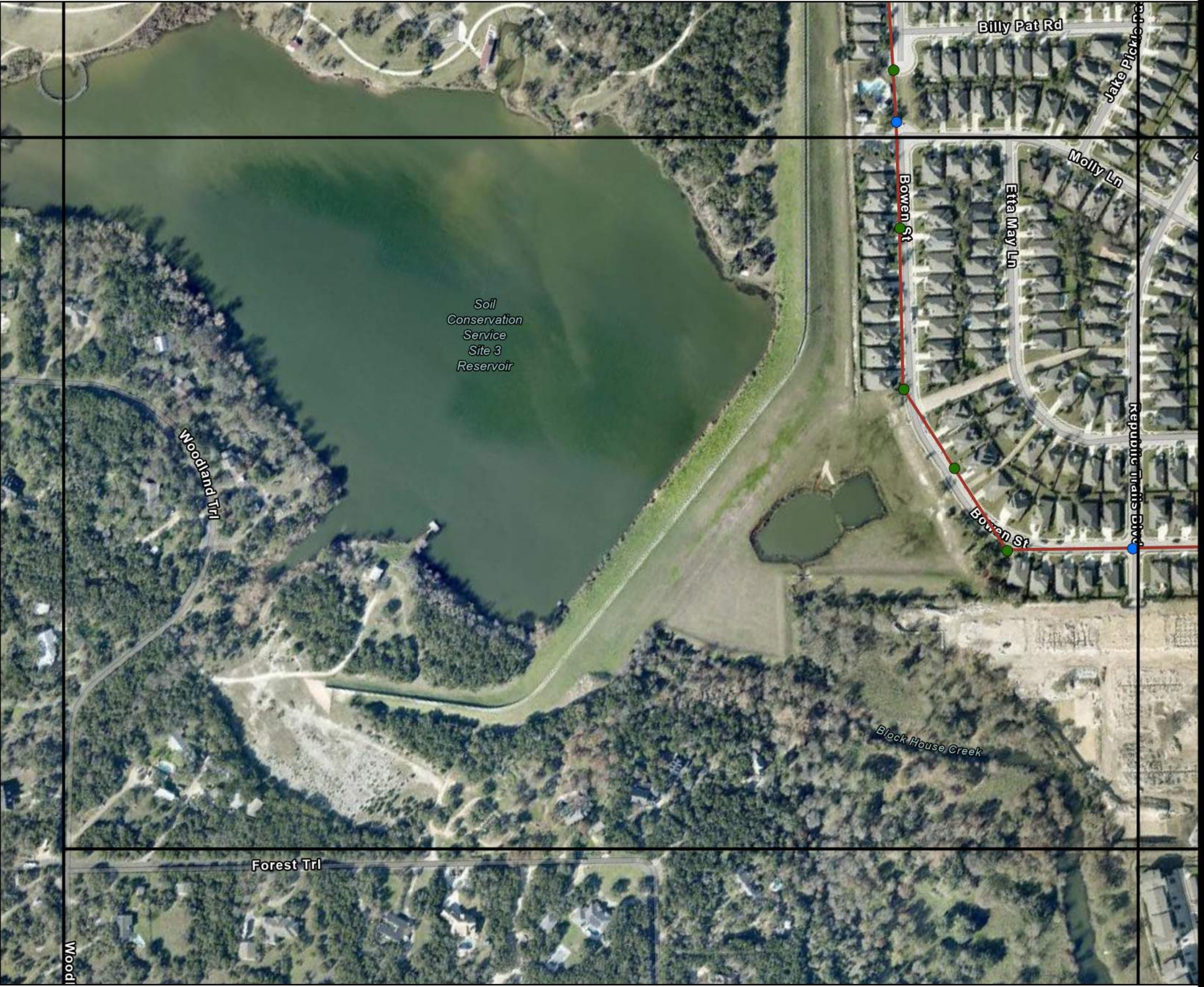


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: S-13**

Legend

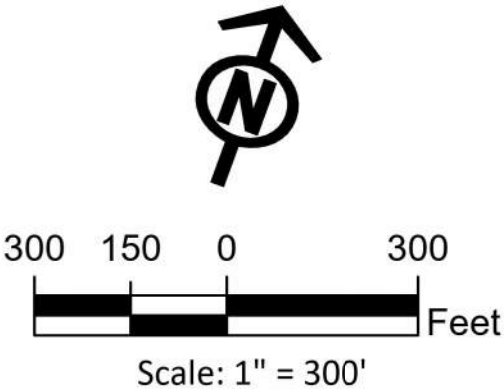
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◊ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

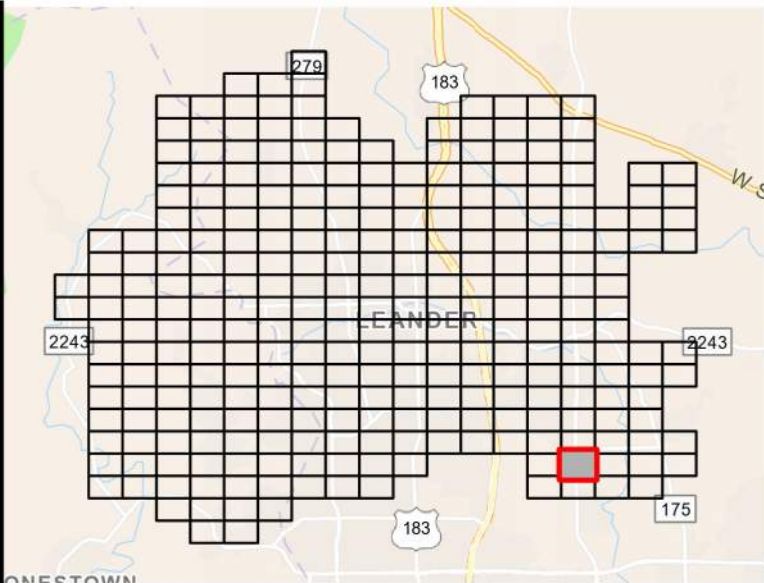
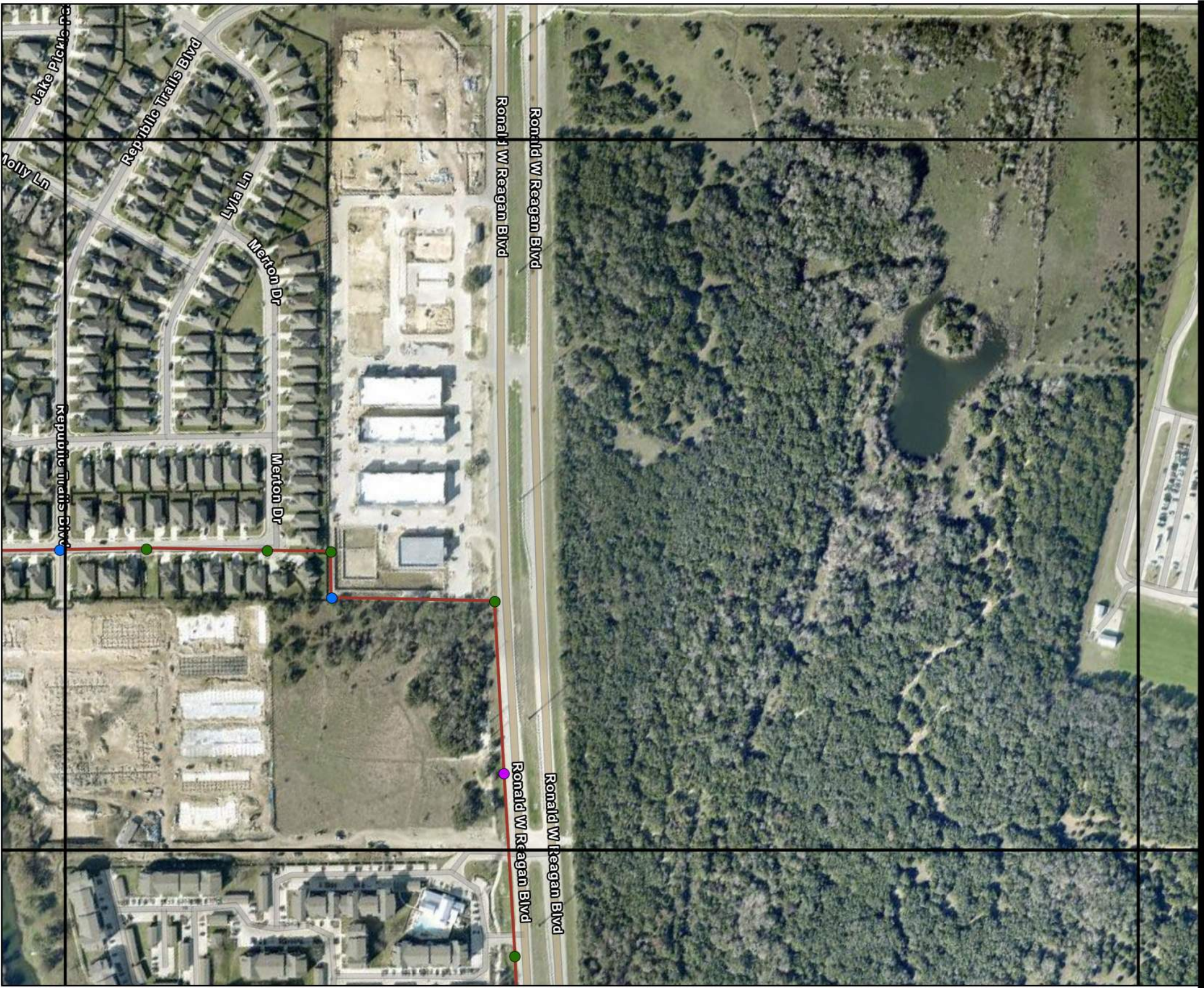




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: S-17**

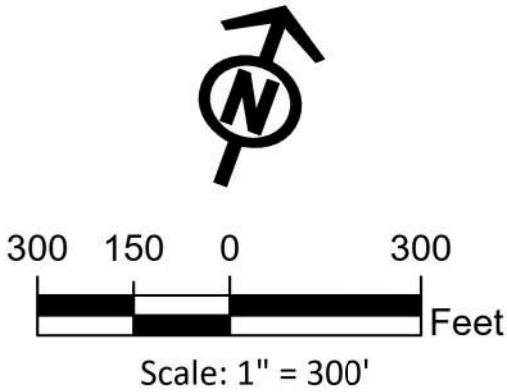
- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◊ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

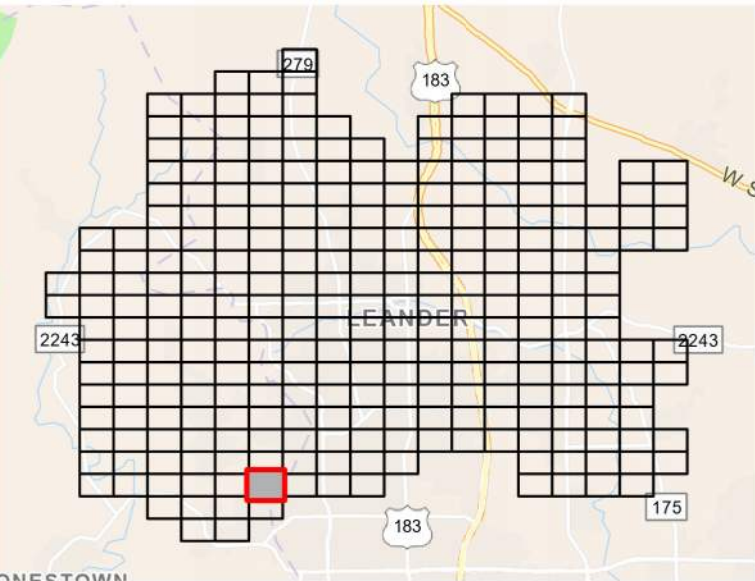
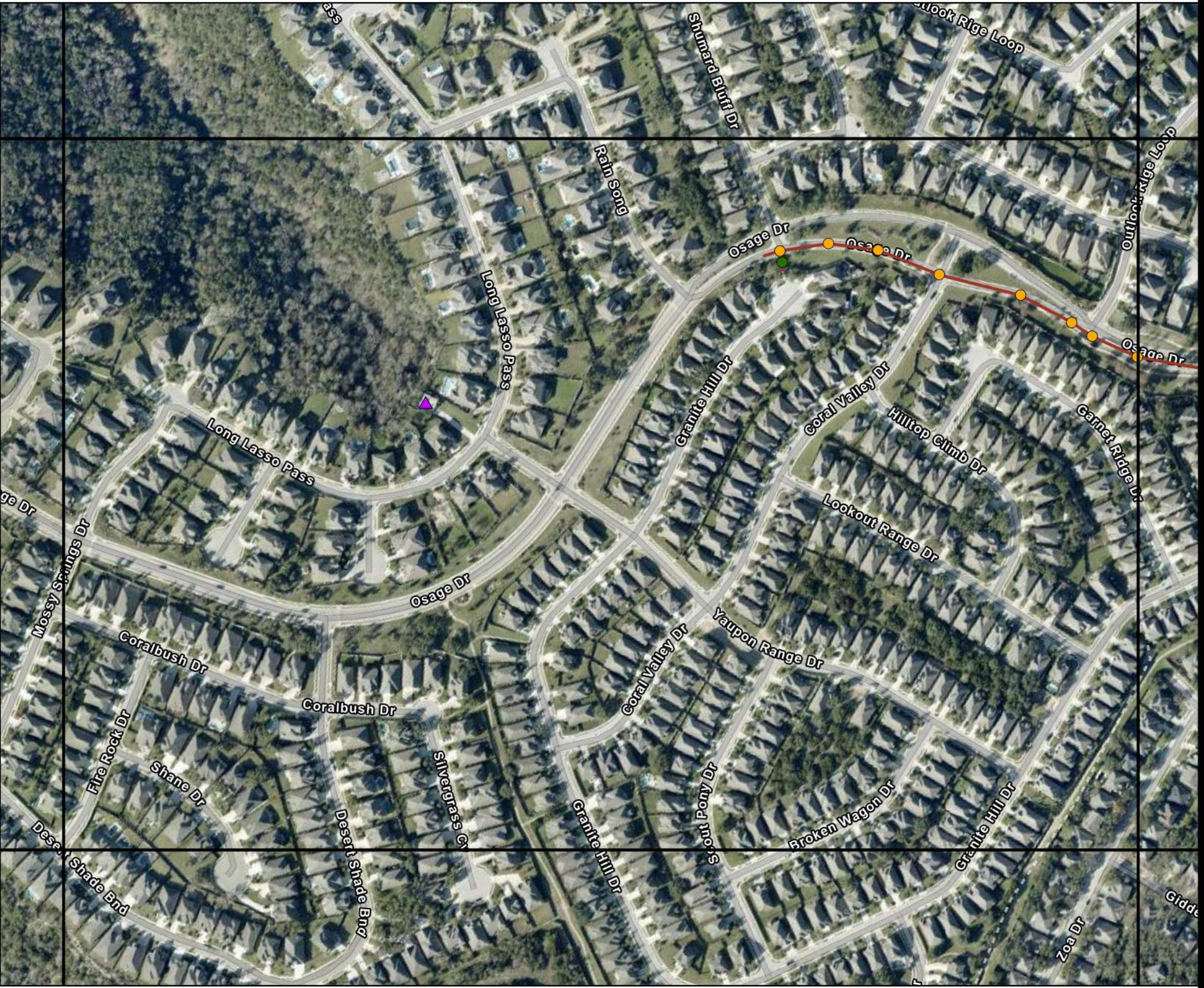




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: S-18**

- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ⬡ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |

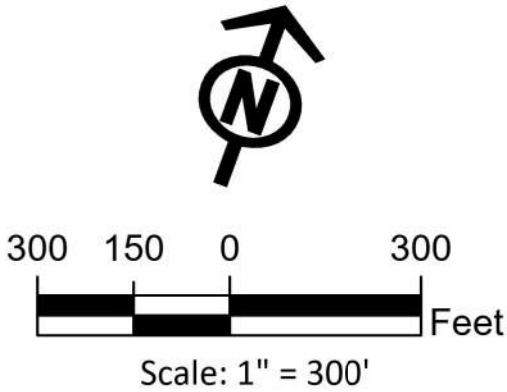


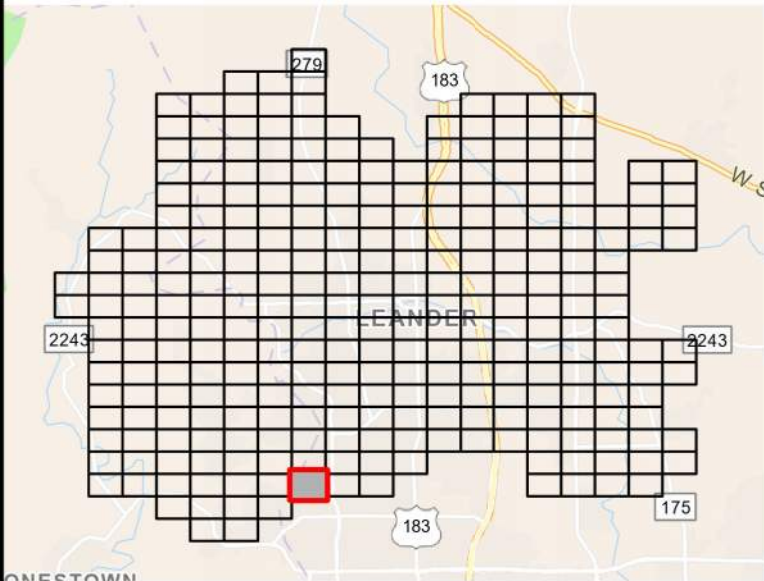
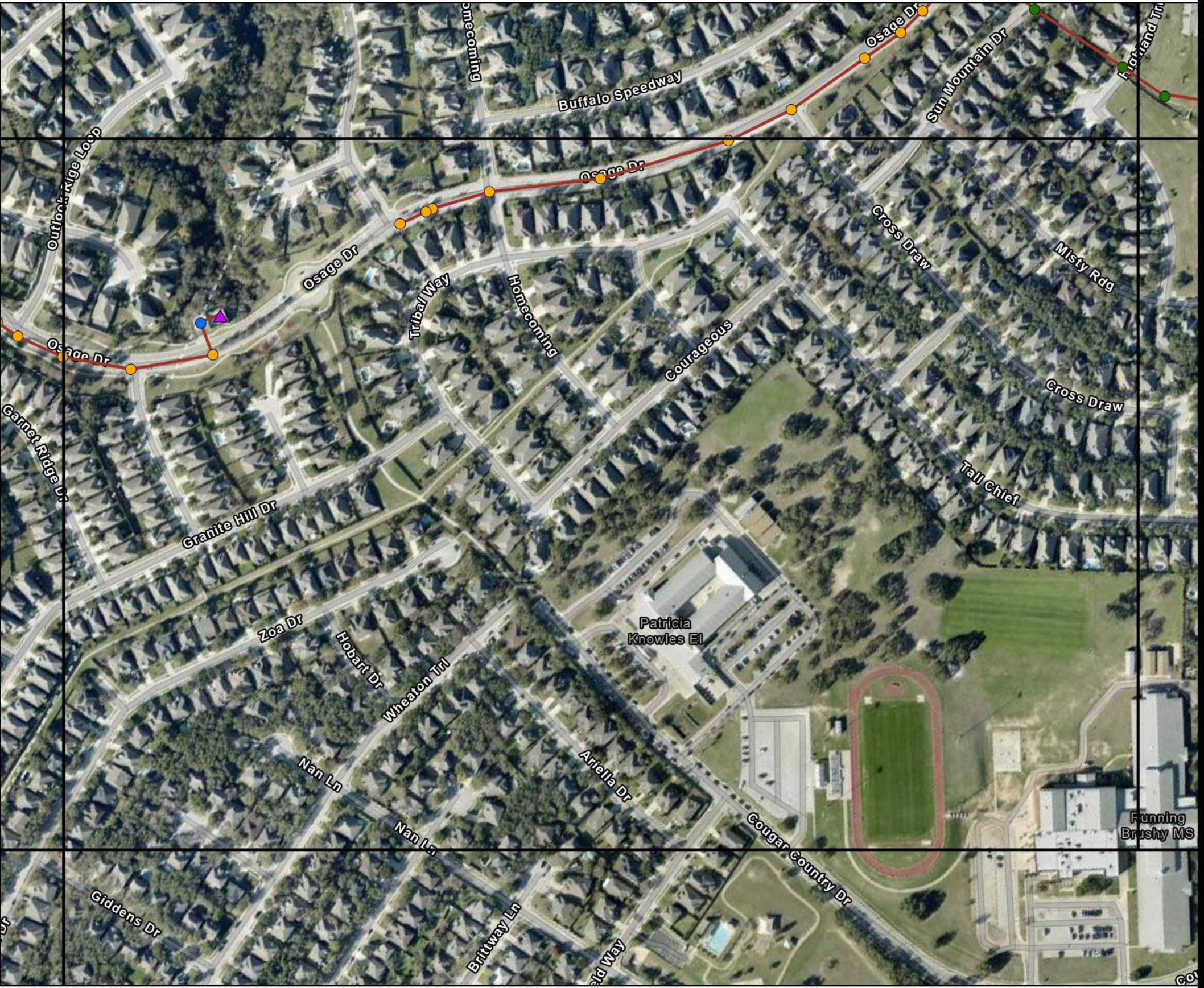


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: T-09**

Legend

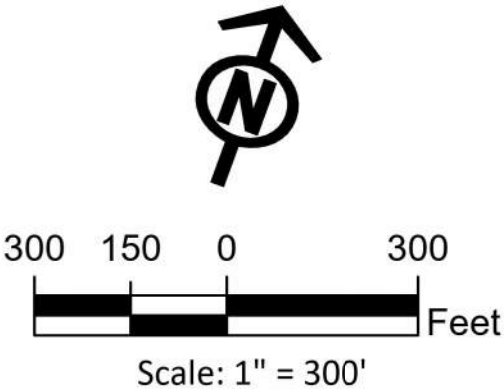
- | | |
|--------------|------------------------------|
| Lift Station | Manhole Survey Status |
| Outfall | Buried |
| Sewer Main | Could Not Access |
| | Could Not Locate |
| | Could Not Open |
| | Complete |

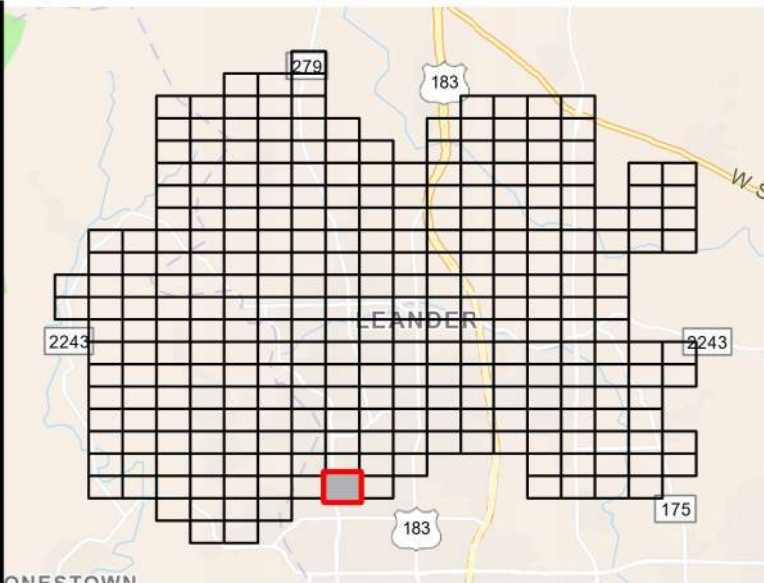
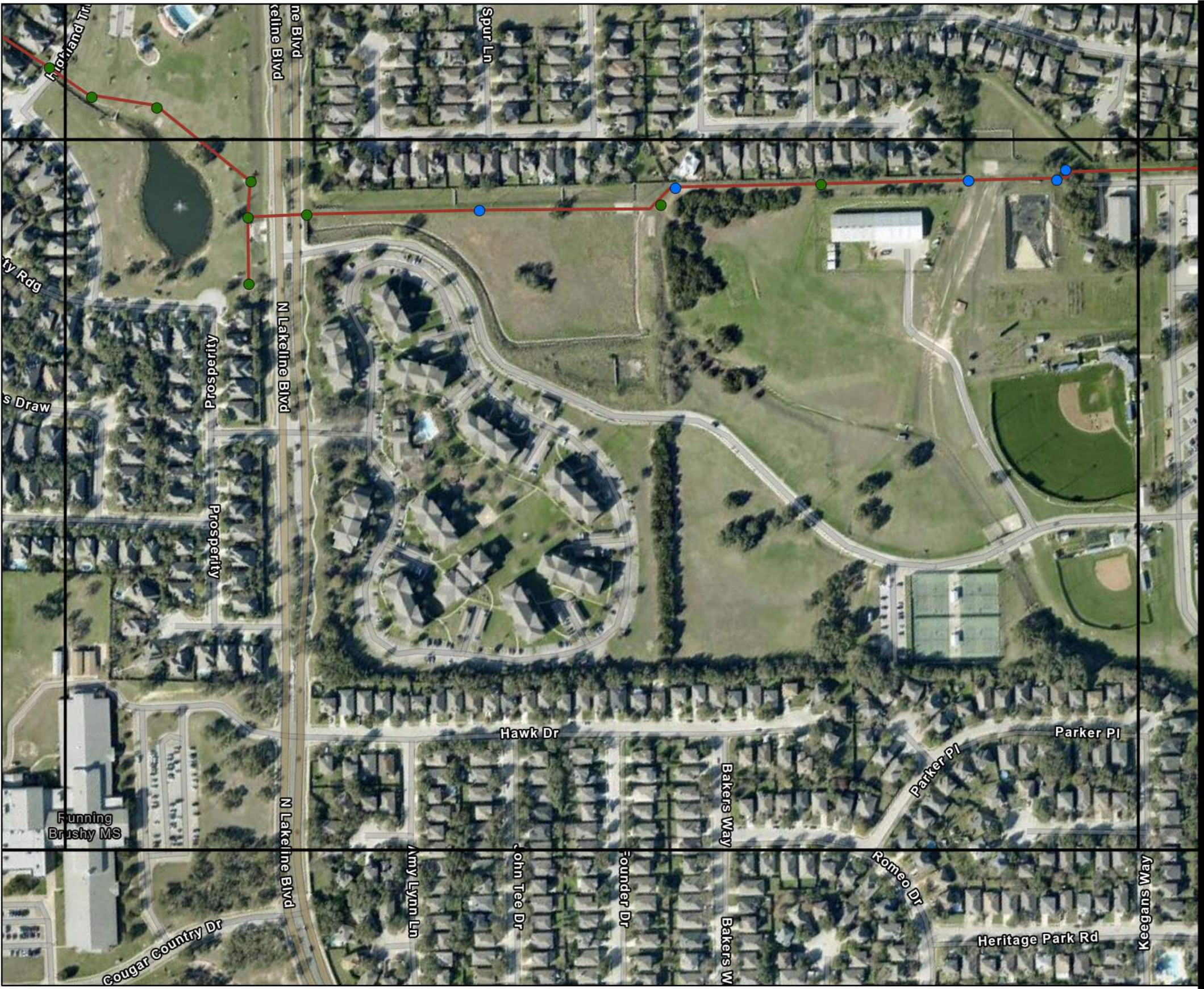




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: T-10**

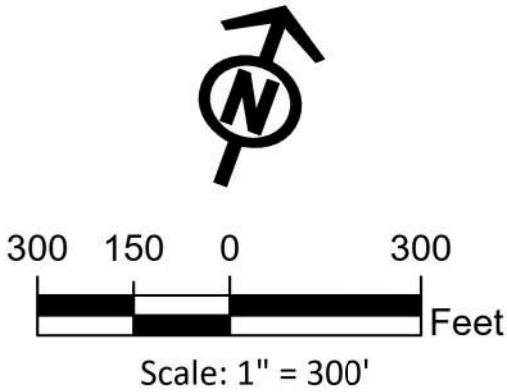
- Legend**
- ▲ Lift Station
 - ◆ Outfall
 - Sewer Main
- Manhole Survey Status**
- Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete

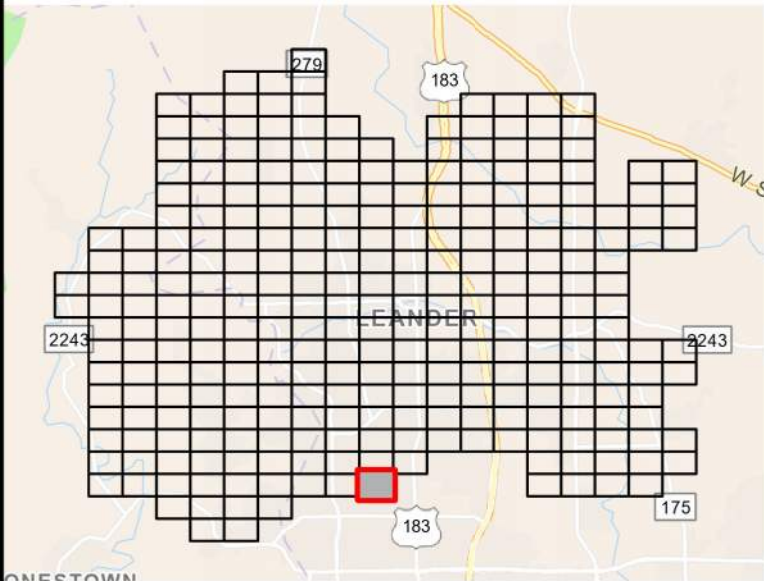




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: T-11**

- Legend**
- | | |
|----------------|--------------------|
| ▲ Lift Station | ● Buried |
| ◆ Outfall | ● Could Not Access |
| — Sewer Main | ● Could Not Locate |
| | ● Could Not Open |
| | ● Complete |





**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: T-12**

Legend

- ▲ Lift Station

◊ Outfall

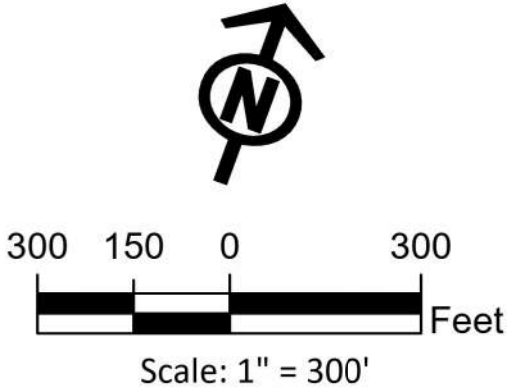
— Sewer Main
- Buried

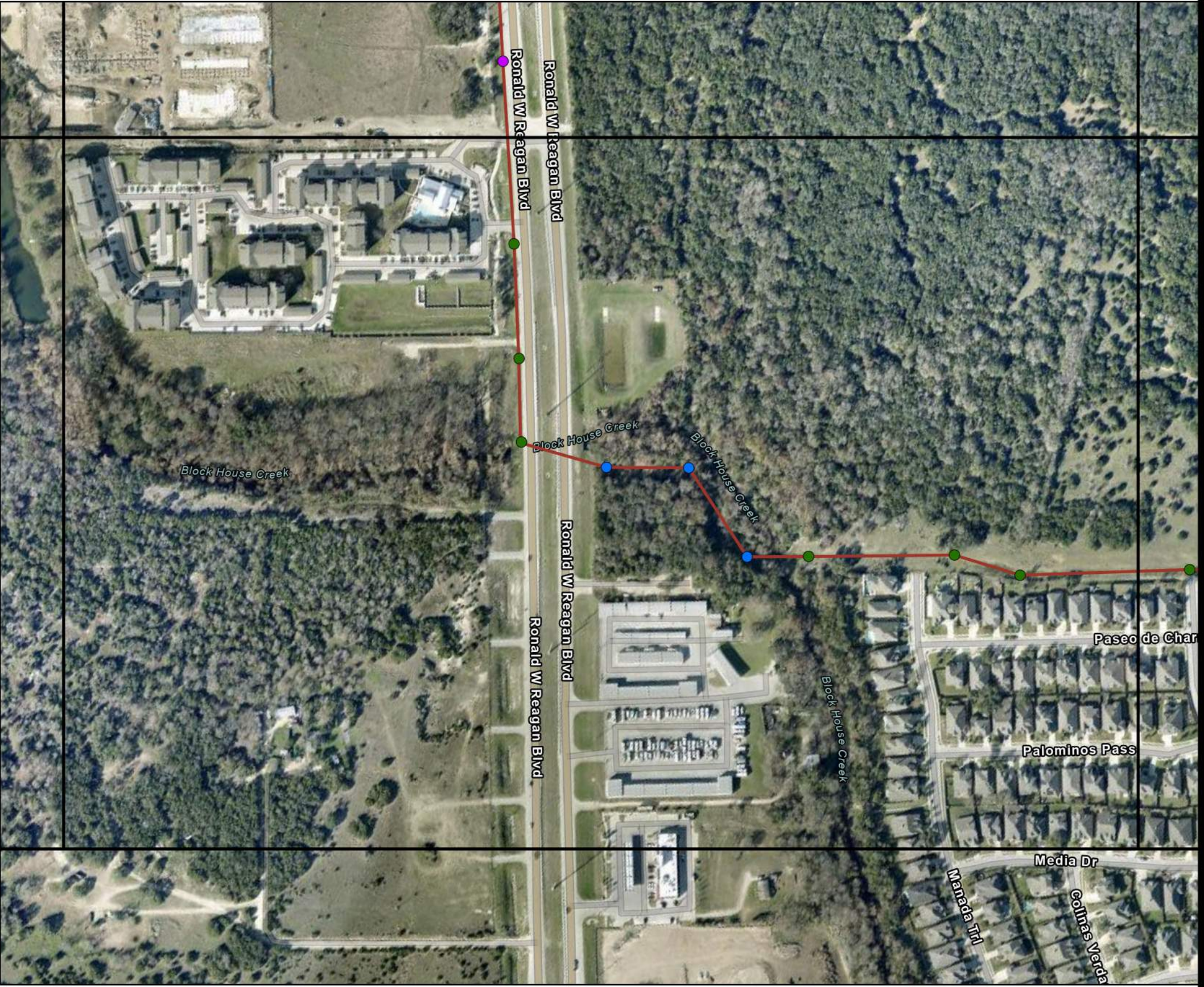
● Could Not Access

● Could Not Locate

● Could Not Open

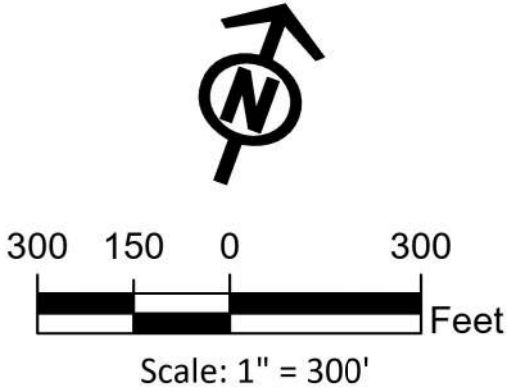
● Complete

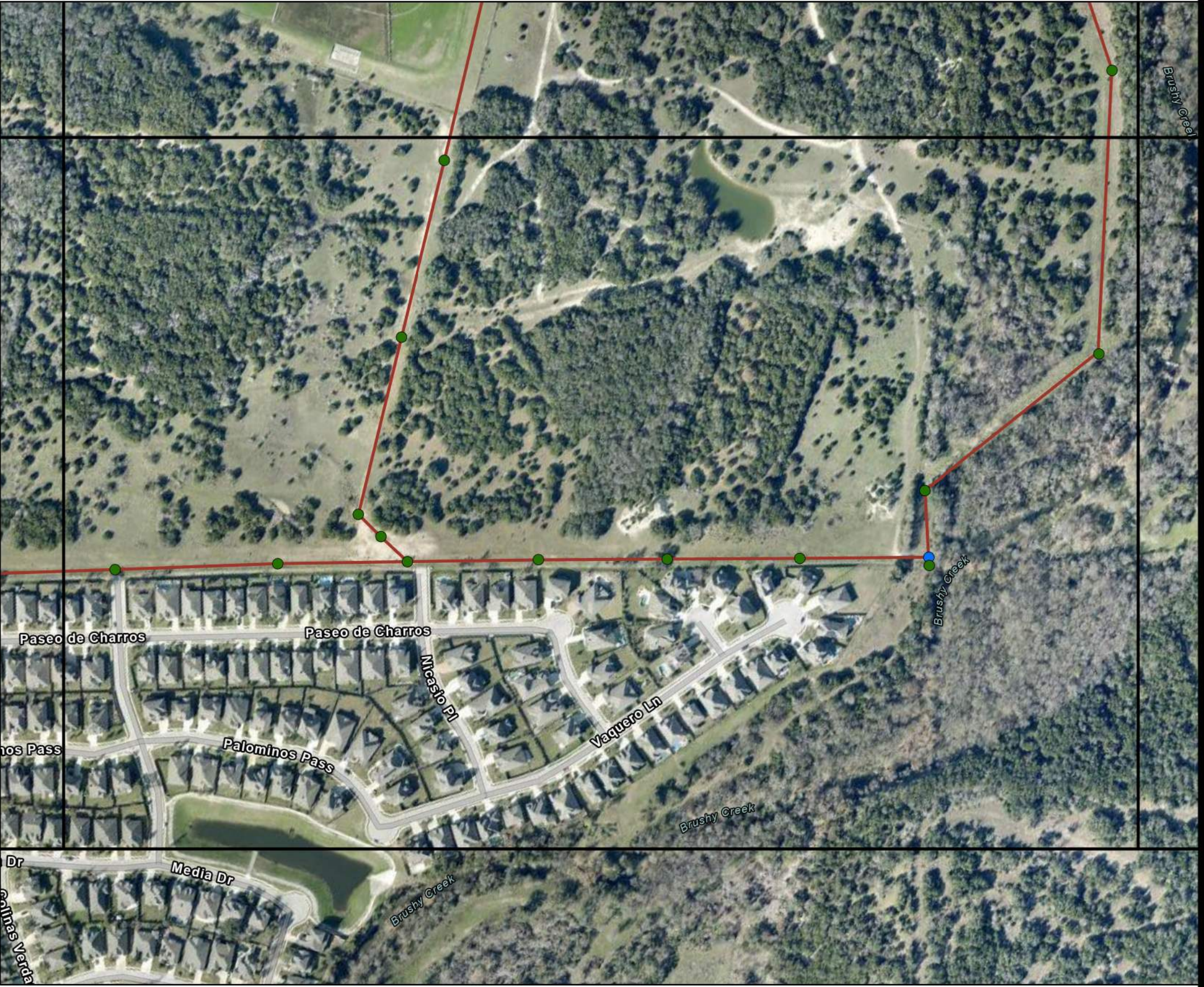




**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: T-18**

- Legend**
- ▲ Lift Station
 - ◊ Outfall
 - Sewer Main
- Manhole Survey Status**
- Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete



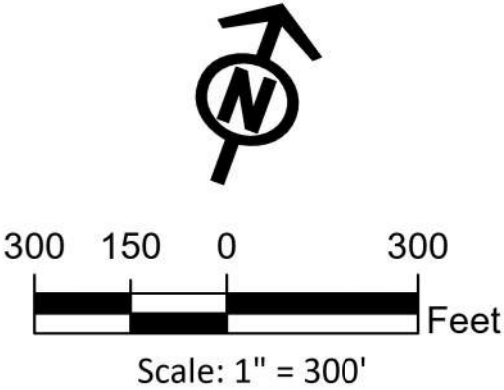


**LEANDER MANHOLE
SURVEY STATUS MAP
GRID NO.: T-19**

- Legend**

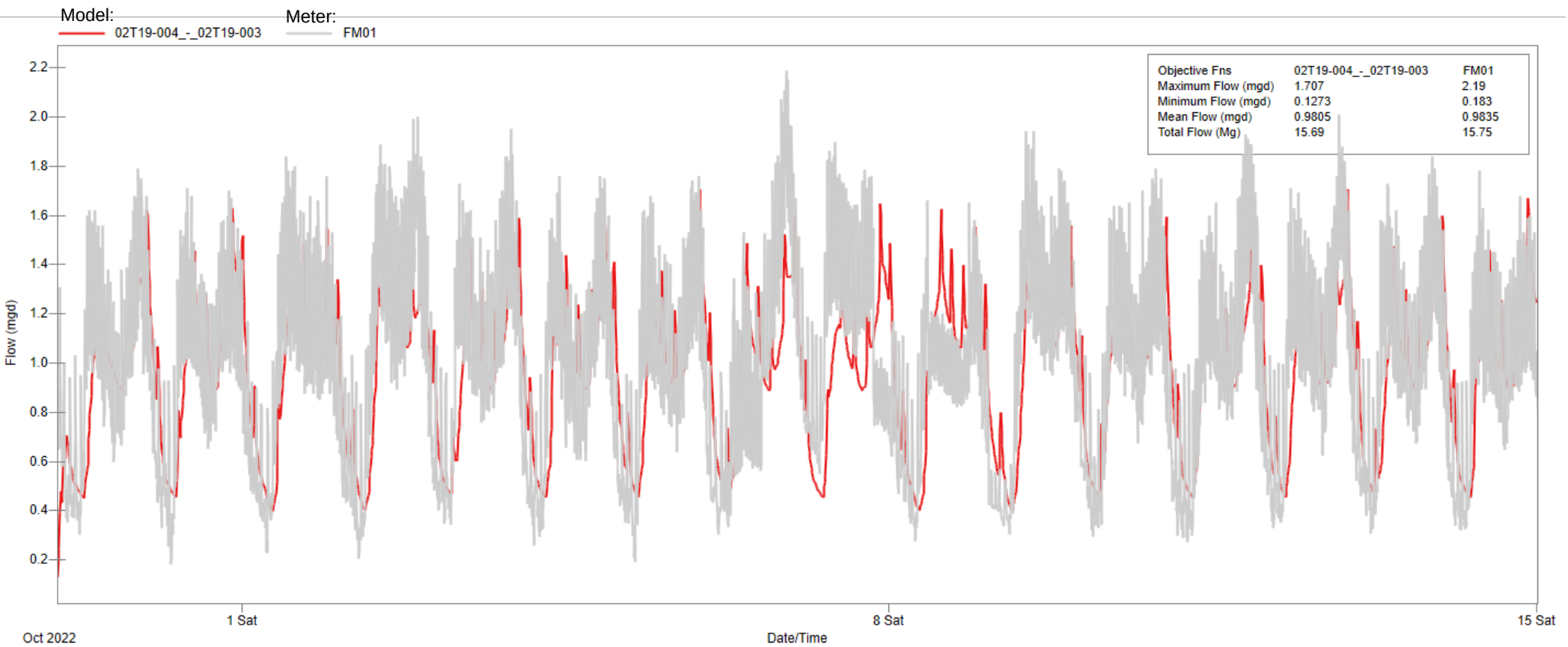
 - ▲ Lift Station
 - ⬠ Outfall
 - Sewer Main
- Manhole Survey Status**

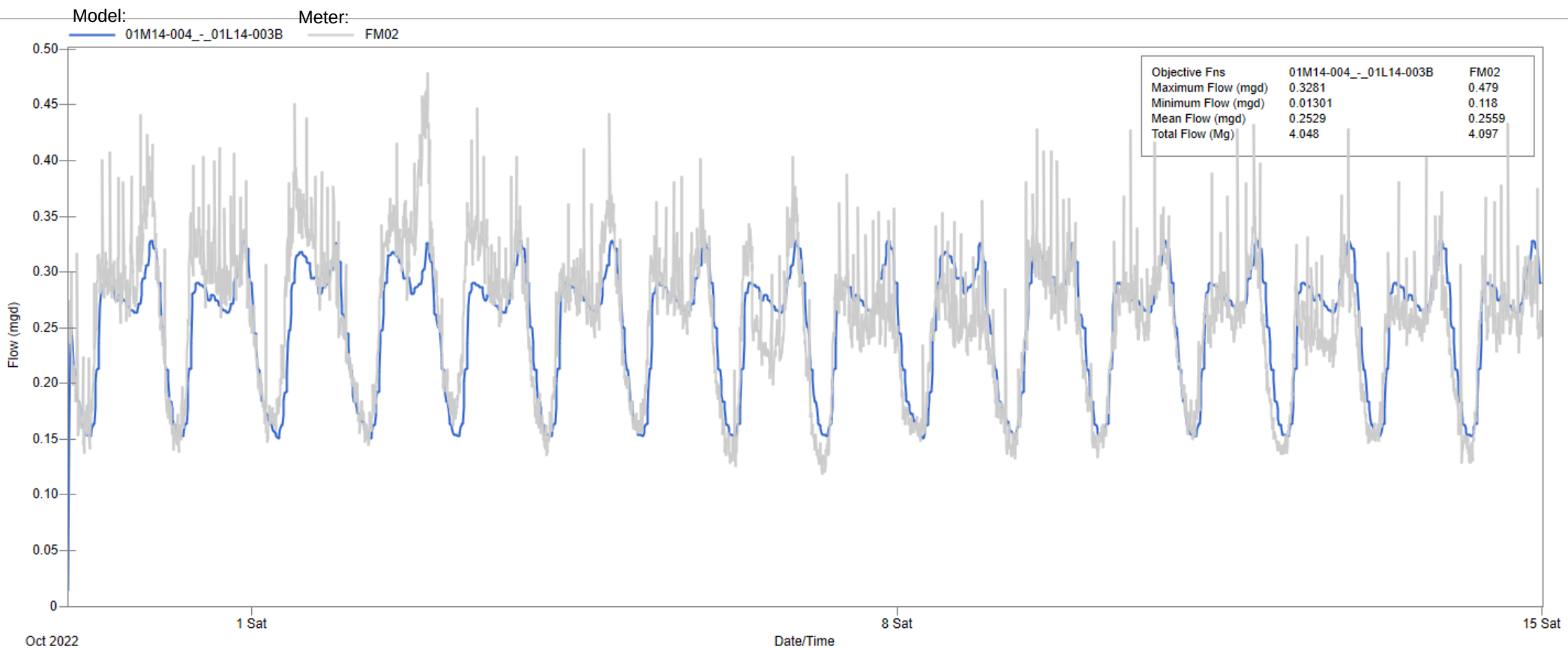
 - Buried
 - Could Not Access
 - Could Not Locate
 - Could Not Open
 - Complete

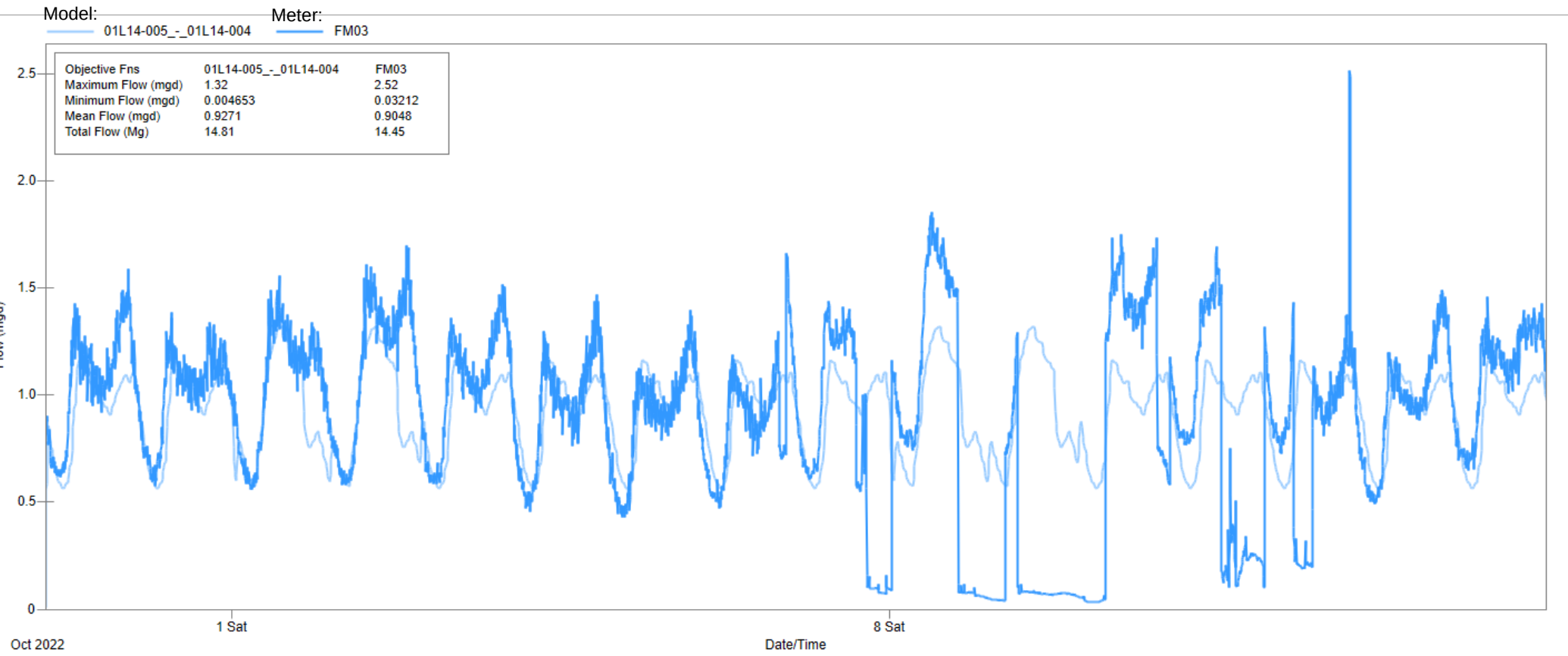


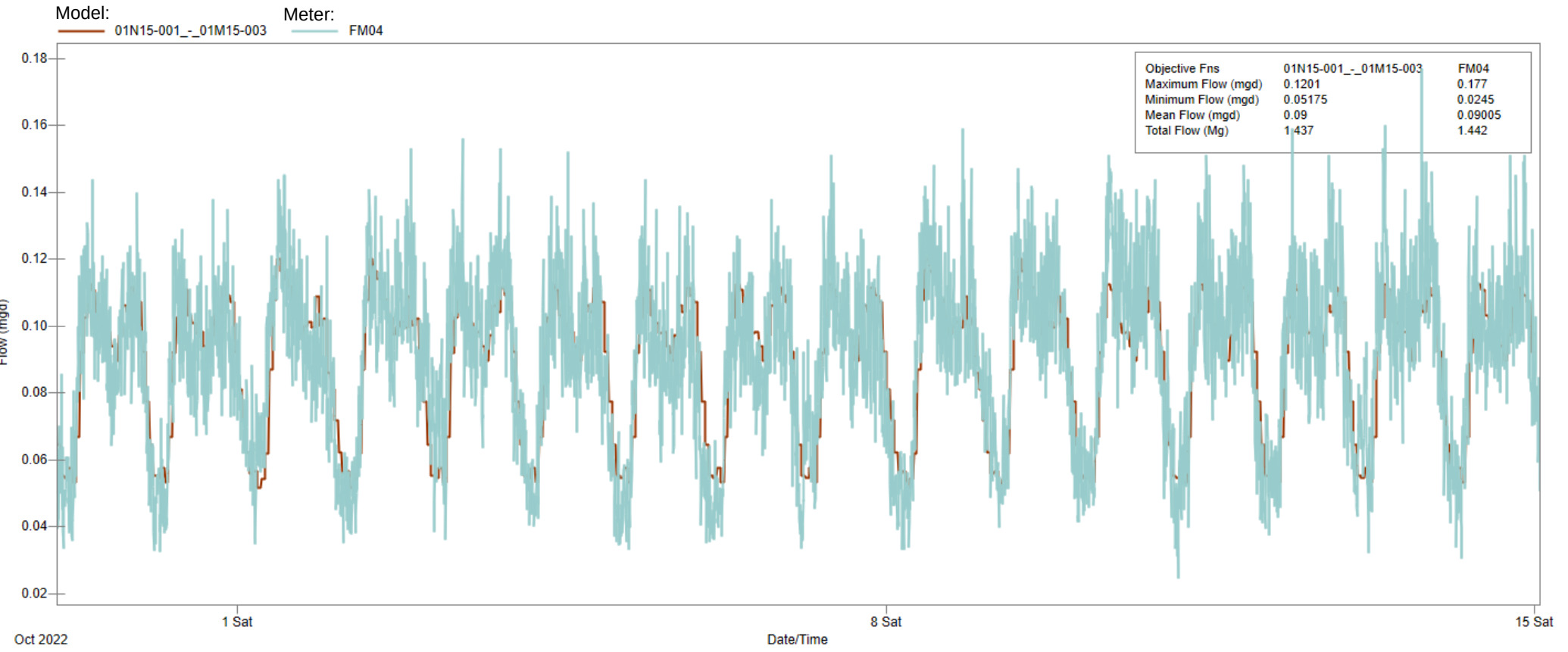
Appendix B: Dry Weather Calibration Summary

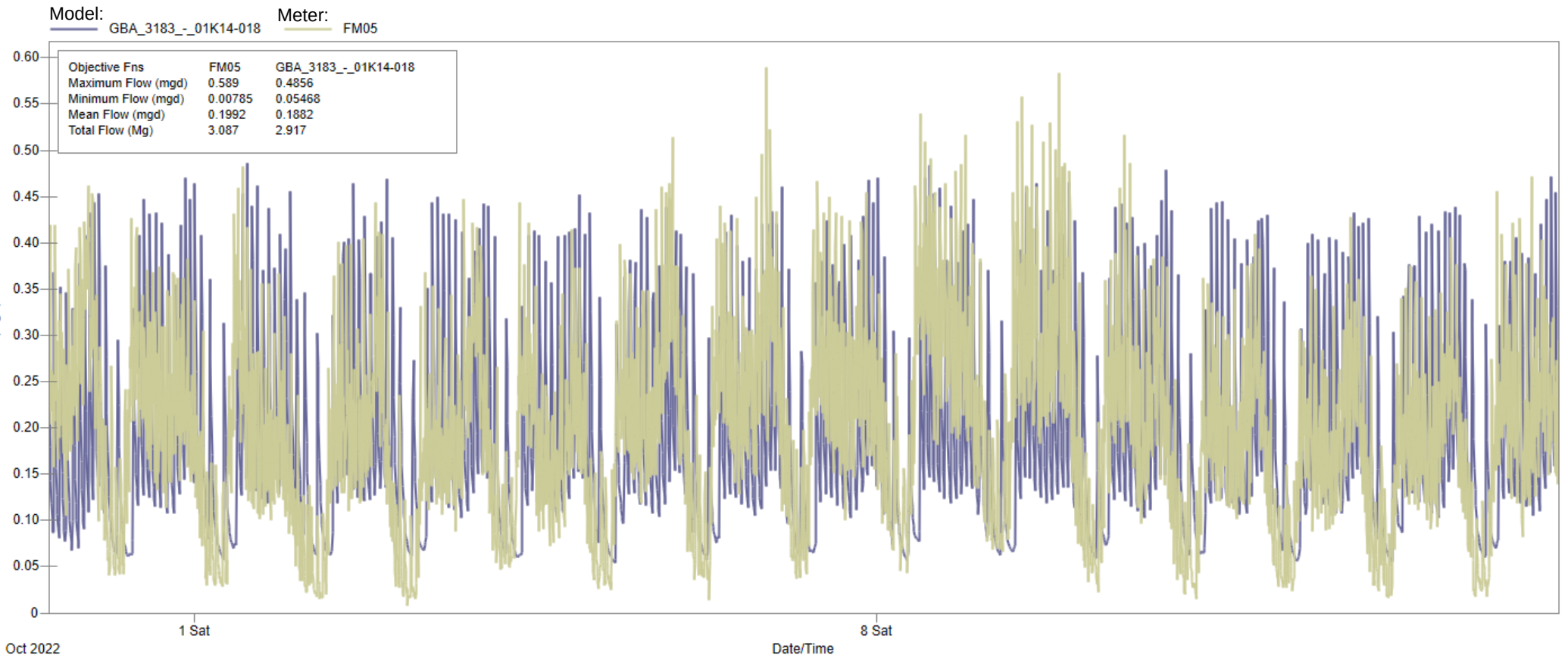
FM 01

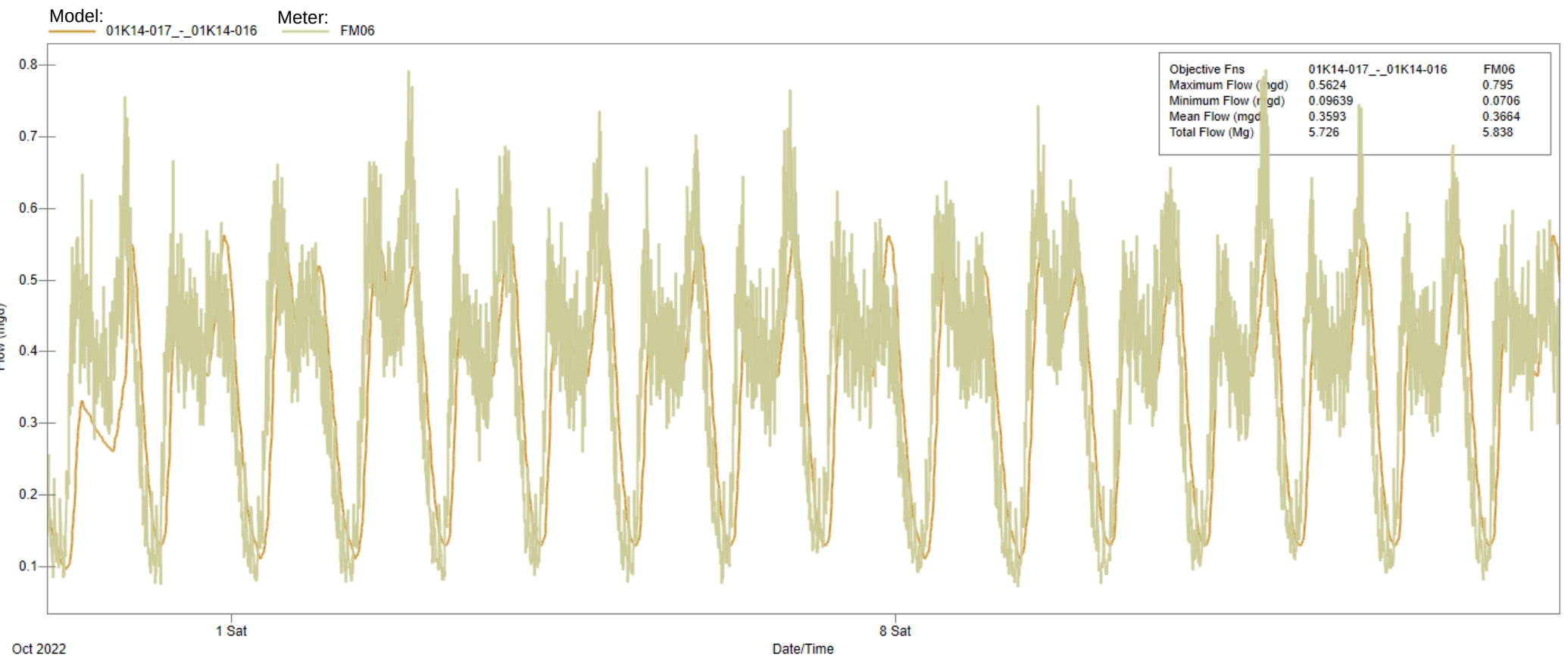


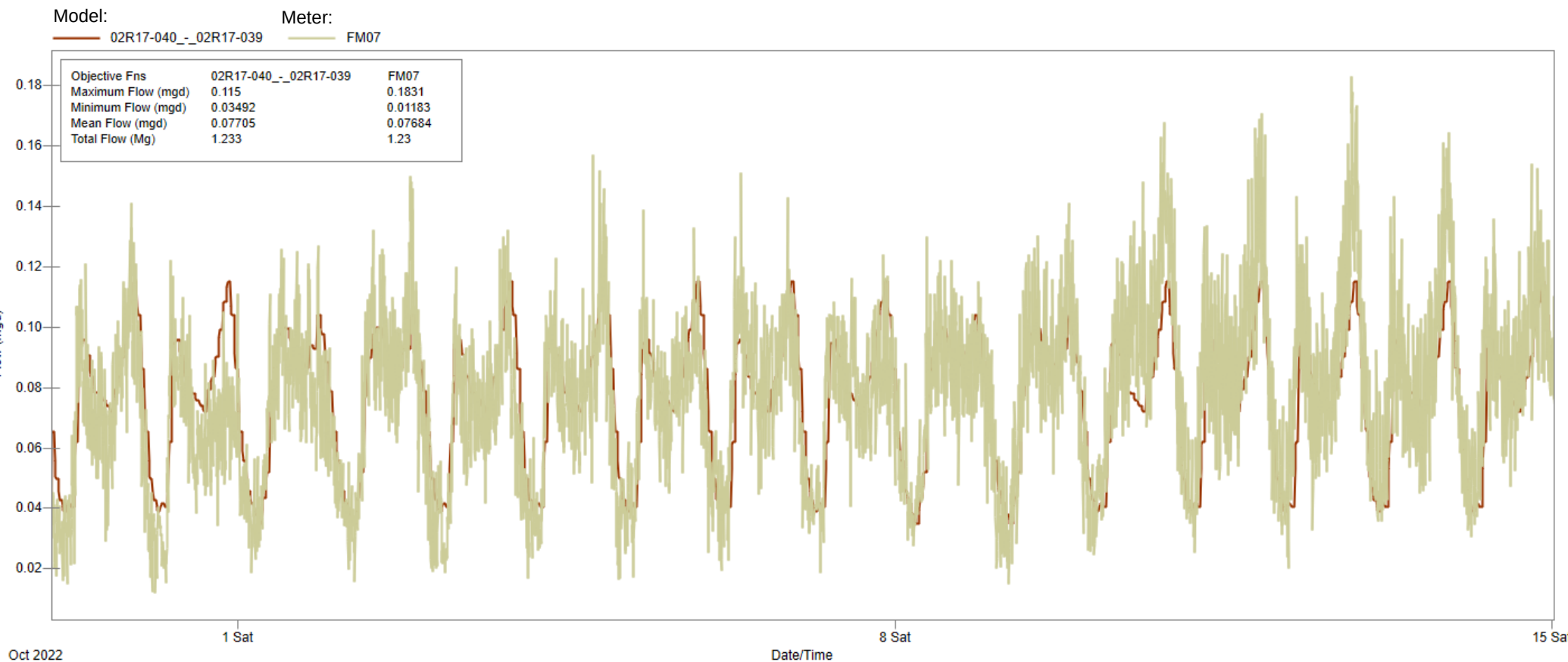


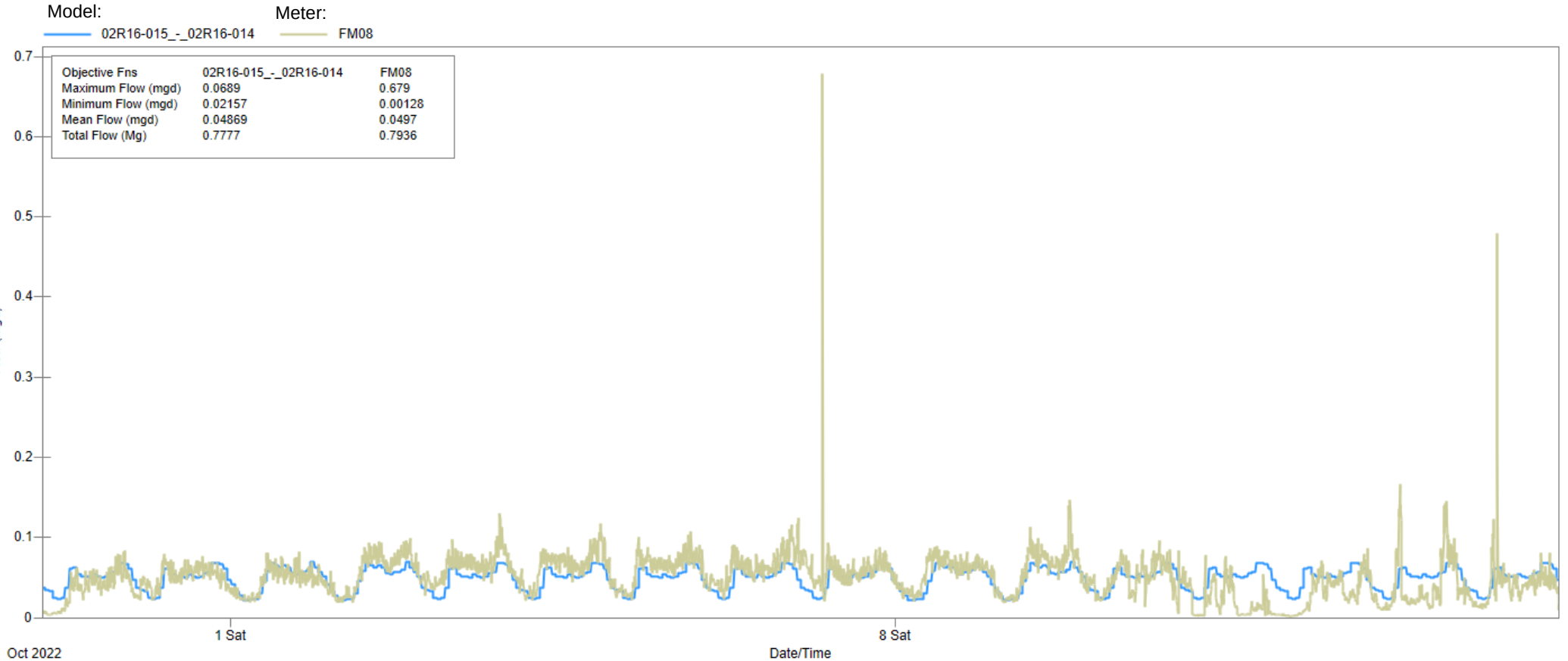


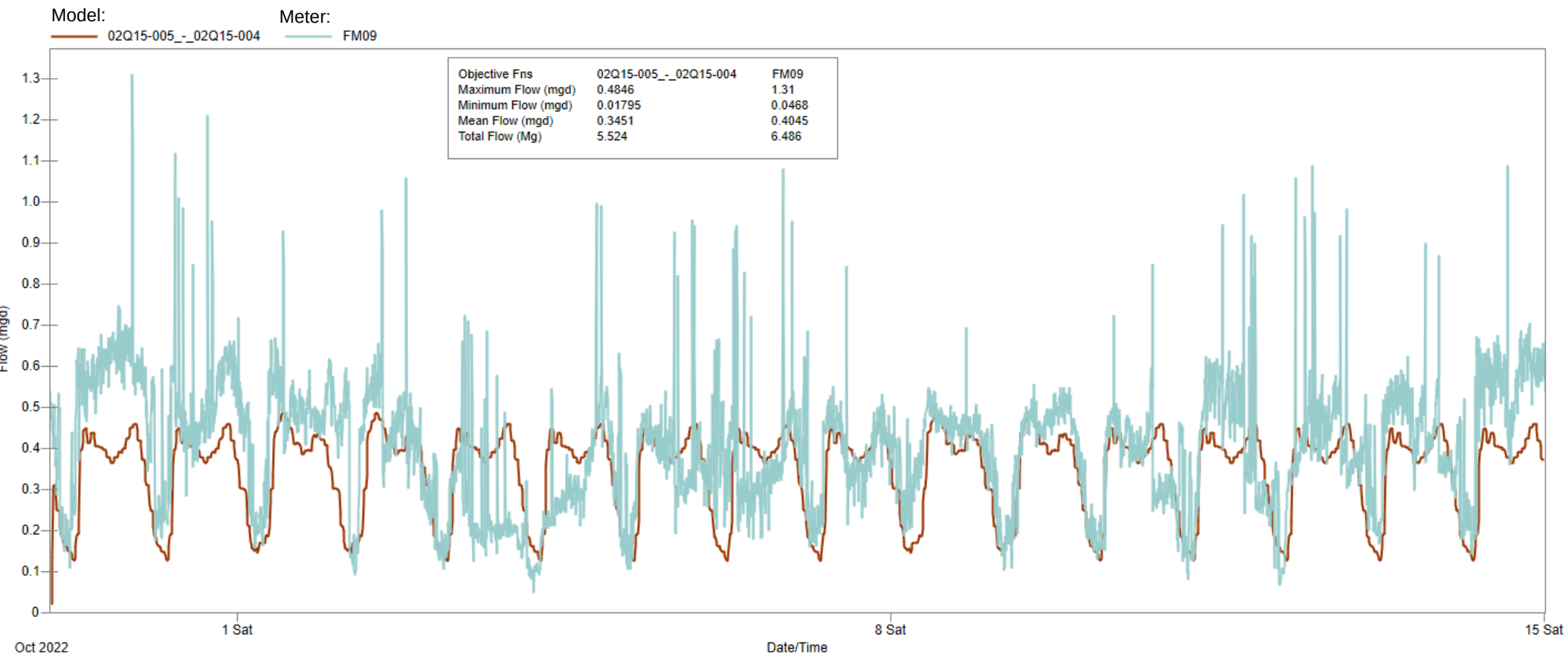




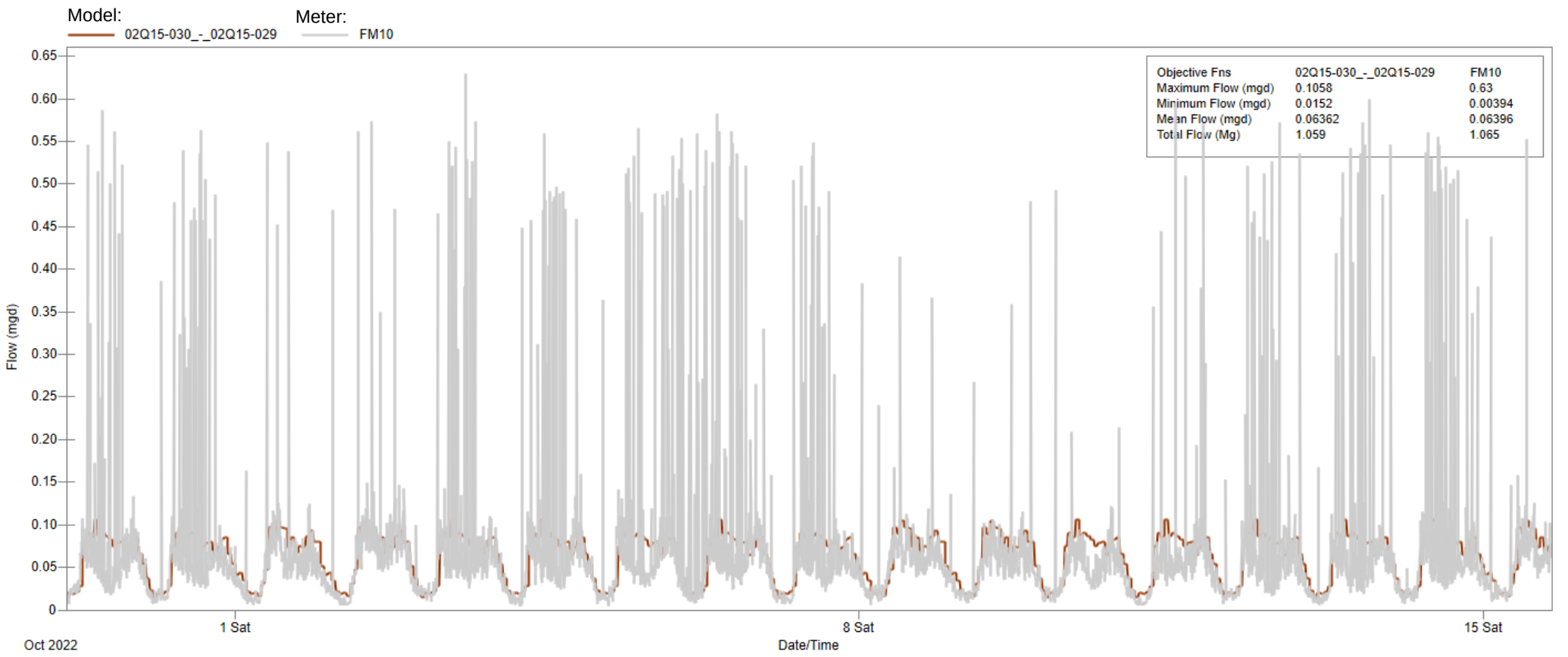


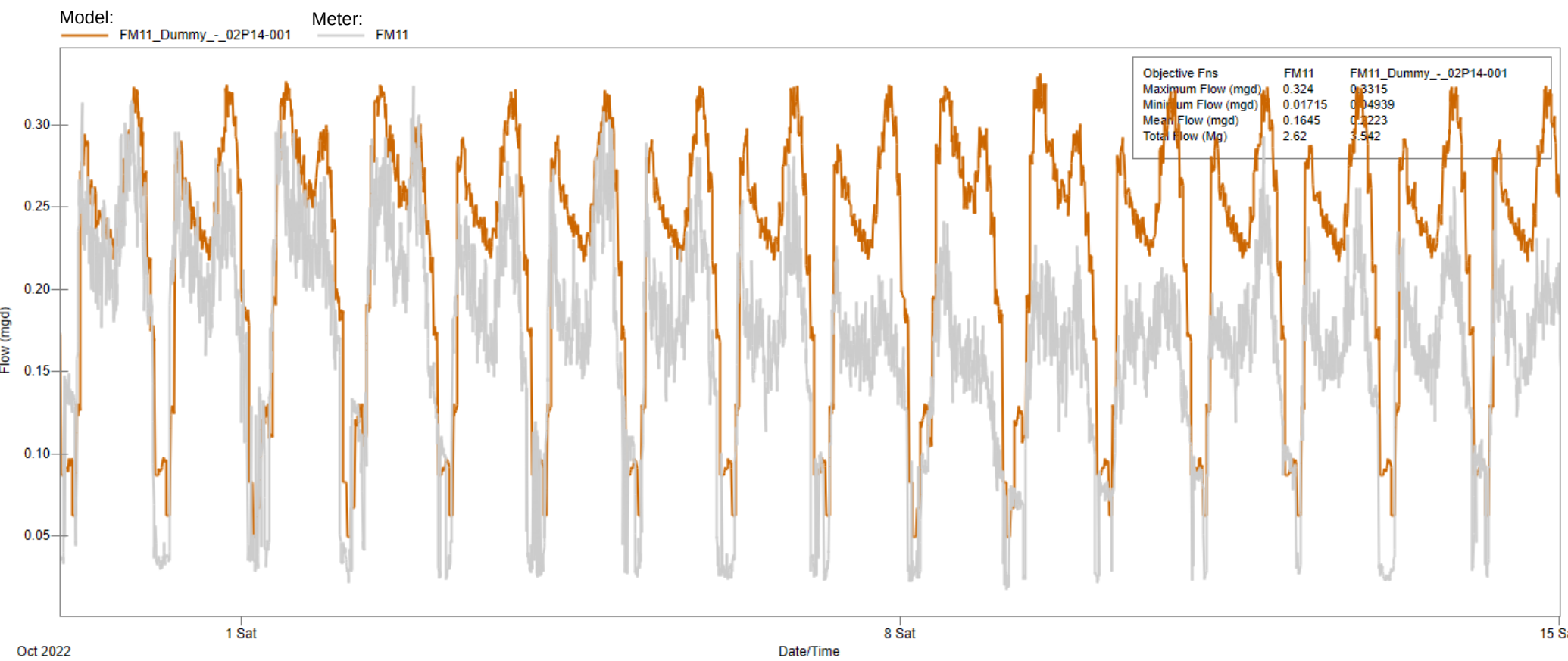


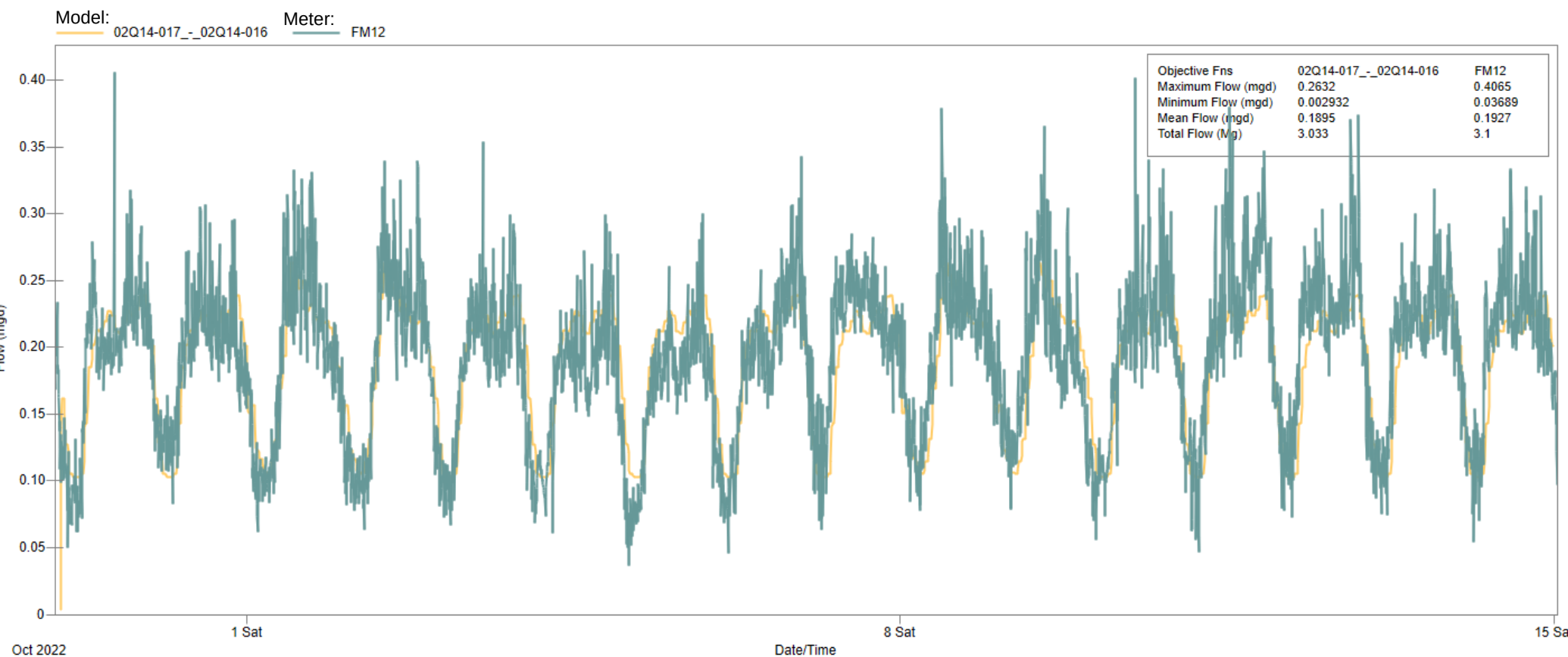


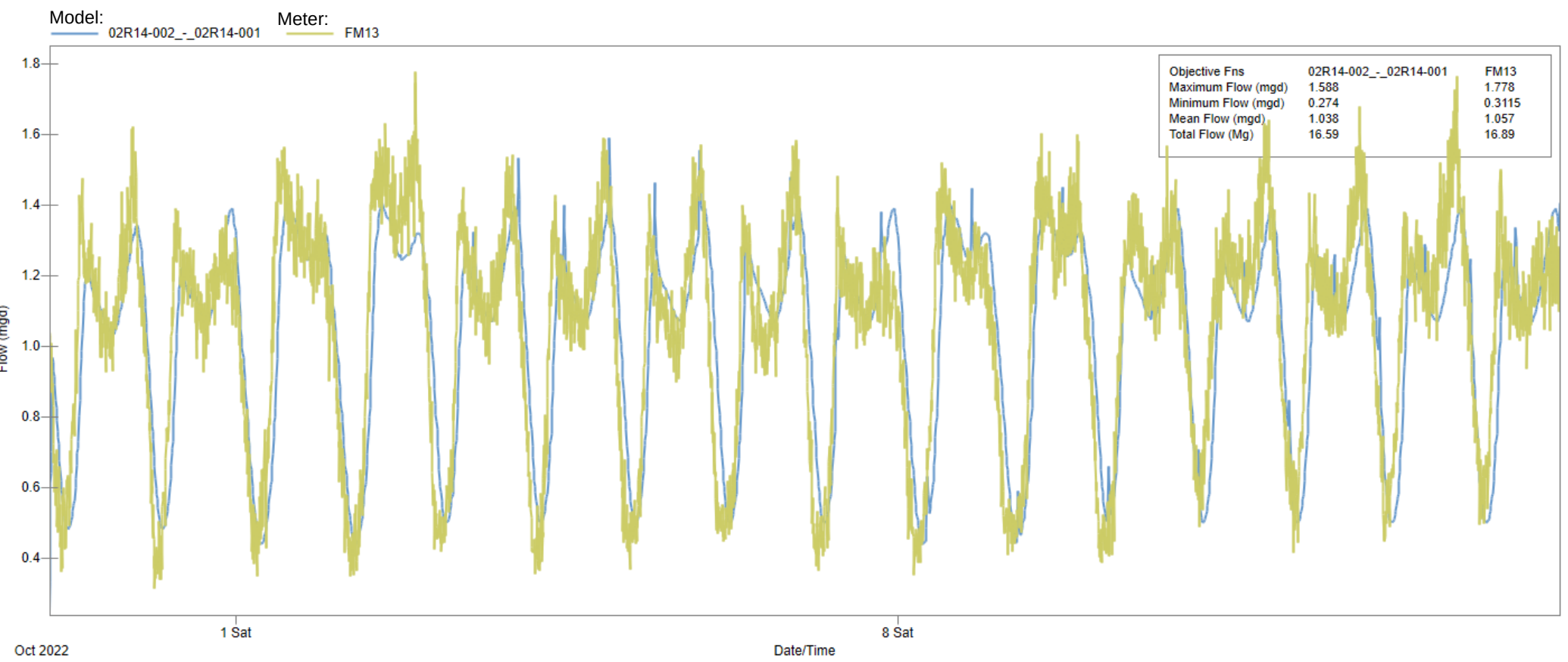


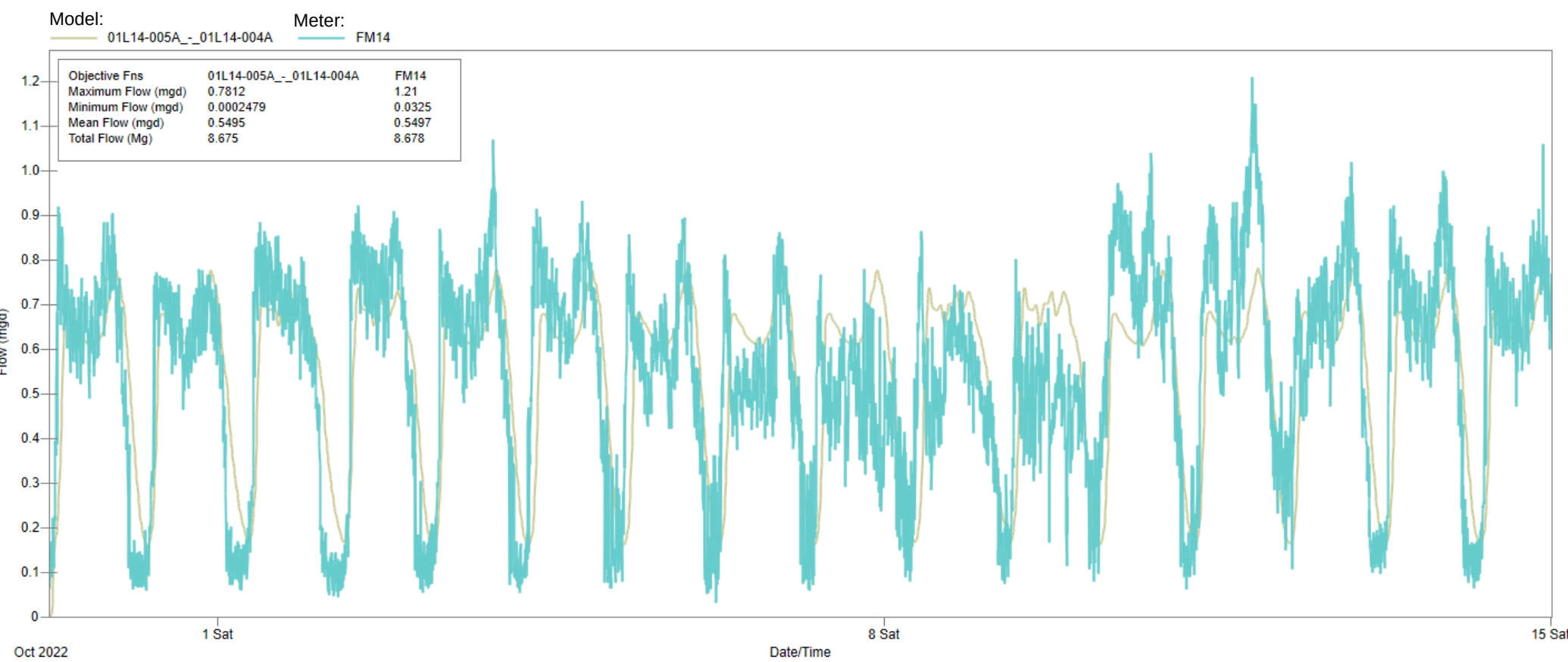
FM 10











Appendix C: Wet Weather Calibration Summary

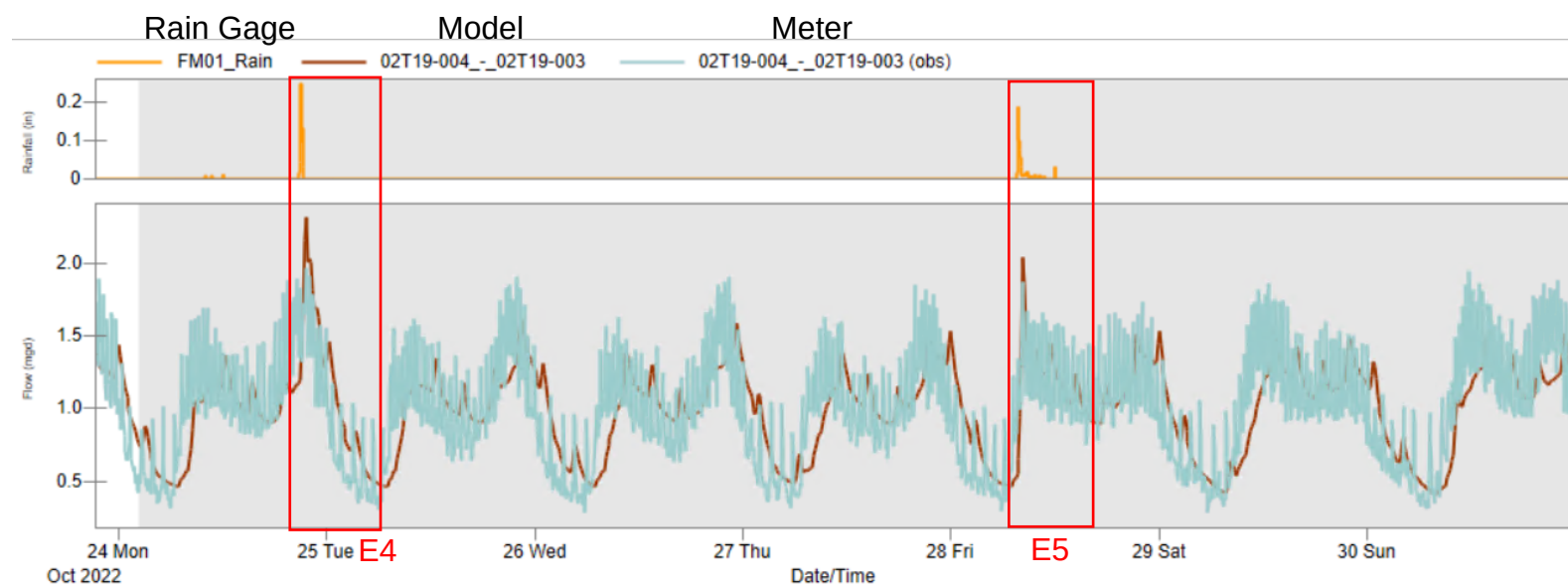
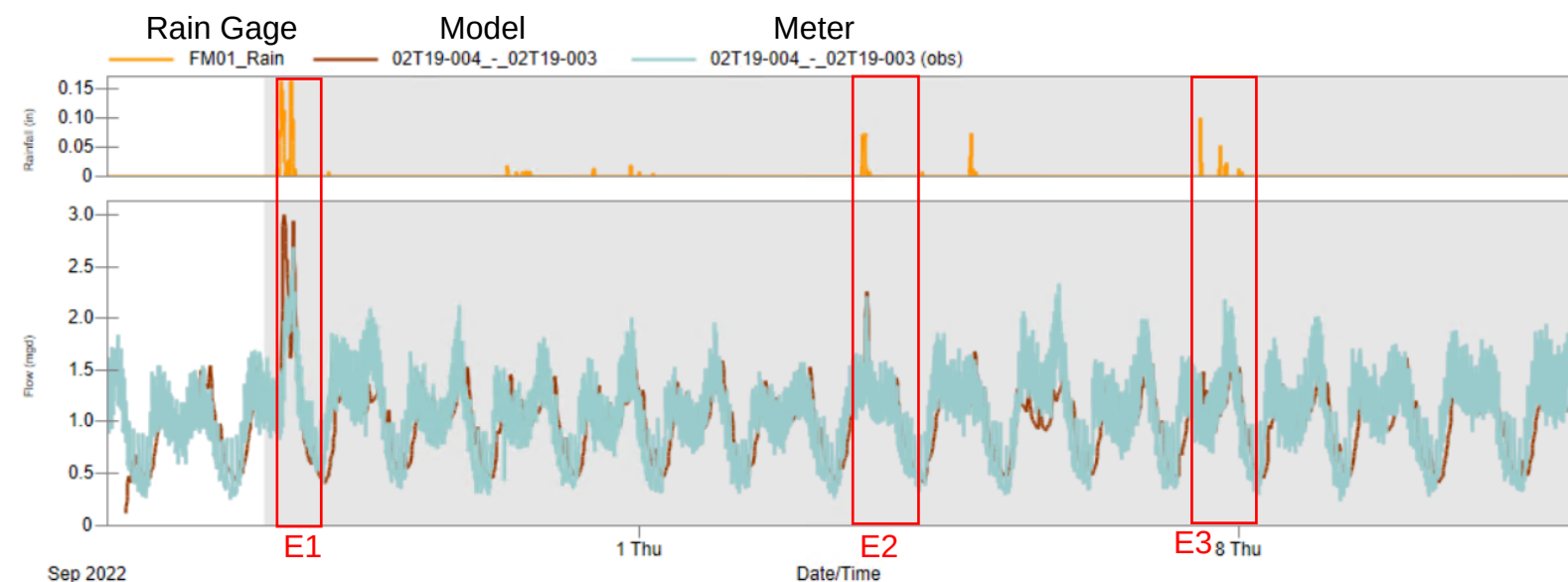
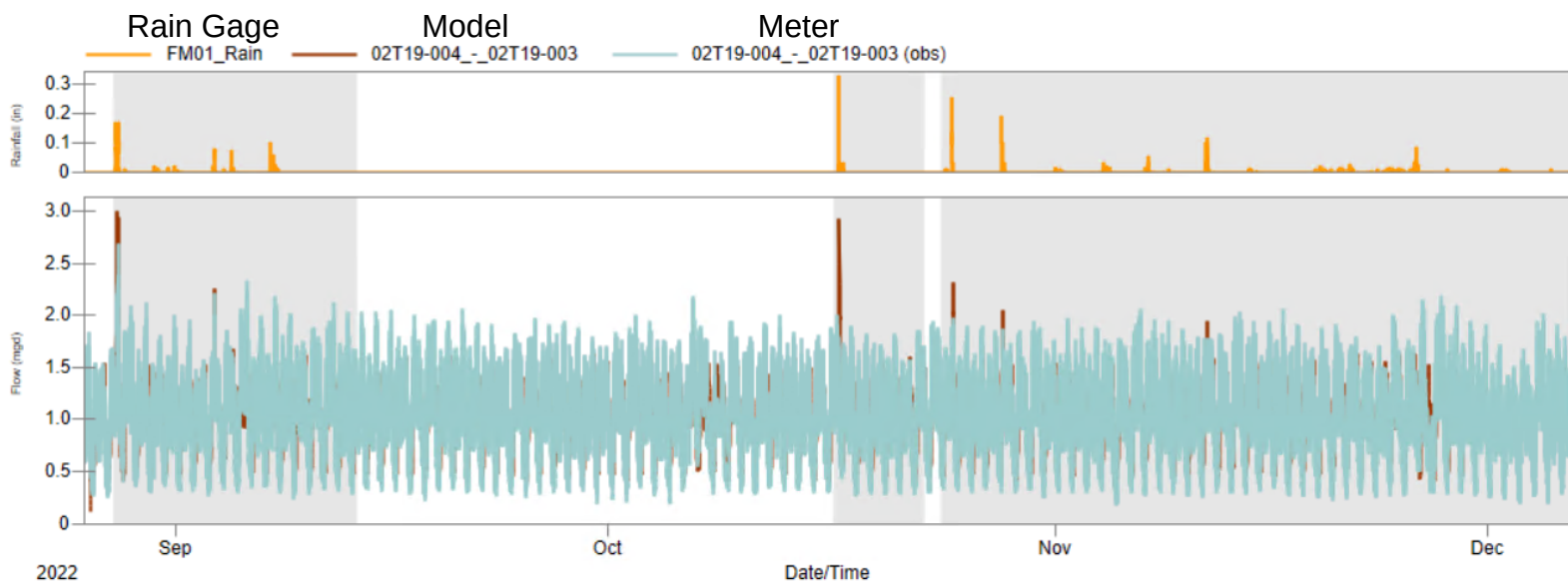
Weighted Averages % Differences

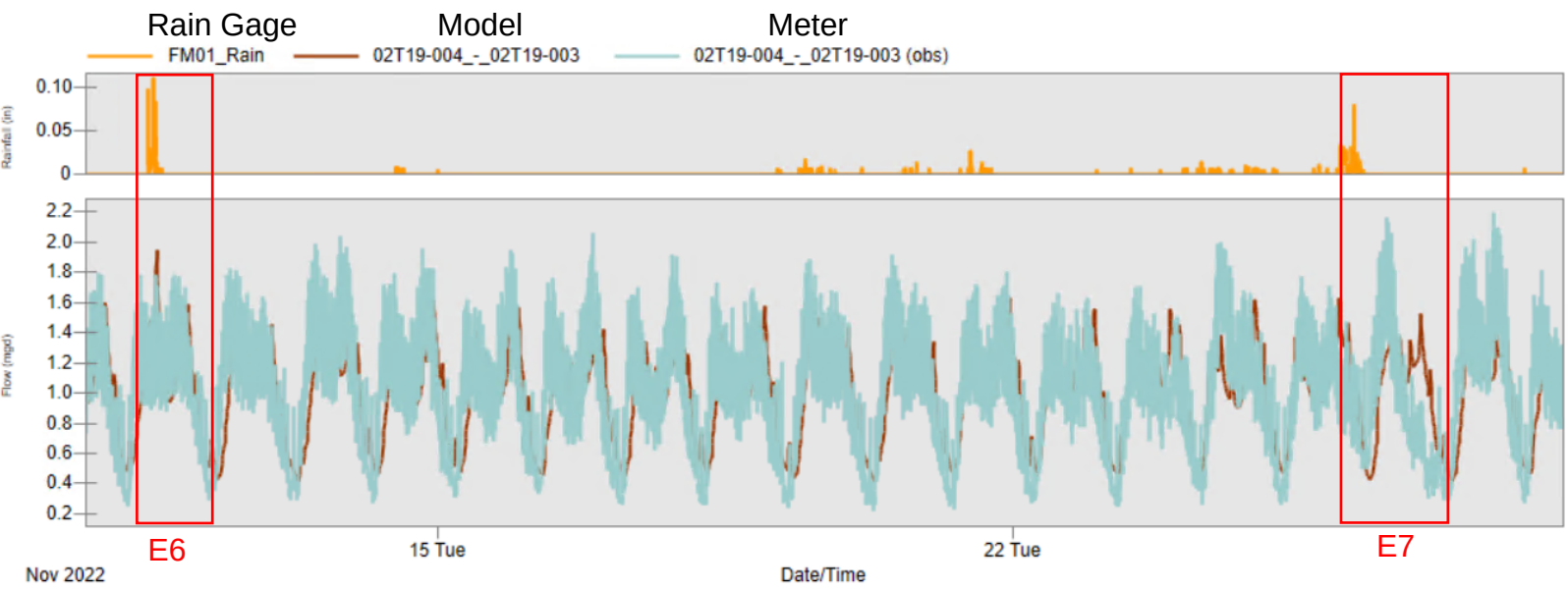
FM Basin	Basin Area (ac)	No. of Storm Events with Responses	Weighted Avg. % Difference, Volume	Weighted Avg. % Difference, Peak Flow
FM01	1638	7	10%	-1%
FM02	452	8	7%	-1%
FM03	1301	9	5%	1%
FM04	140	7	9%	-4%
FM05	747	6	17%	8%
FM06	1561	7	9%	14%
FM07	98	9	-4%	13%
FM08	87	7	3%	-1%
FM09*	418	6	8%	-1%
FM10*	197	7	8%	7%
FM11	125	9	19%	7%
FM12	410	11	-3%	13%
FM13	1285	9	16%	12%
FM14	1569	5	6%	14%
* random peaks in flow meter data not included in peak flow comparisons				

R,T,K Values

	Short Term			Medium Term			Long Term		
	R	T	K	R	T	K	R	T	K
FM01	1.61E-03	0.00	121.68	6.15E-05	7.56	8.25	1.22E-04	46.66	5.59
FM02	6.13E-03	0.18	52.00	1.44E-04	20.88	10.00	9.00E-06	48.00	4.24
FM03	7.42E-03	0.25	30.45	1.00E-05	10.00	10.00	1.00E-05	26.16	2.00
FM04	1.09E-02	0.25	182.00	3.75E-02	12.46	13.44	1.67E-01	96.00	7.89
FM05	1.34E-03	0.03	30.50	4.92E-05	22.40	8.42	7.20E-05	24.00	4.00
FM06	1.46E-03	0.10	37.91	1.61E-05	2.04	3.38	4.36E-04	36.75	15.02
FM07	2.62E-03	0.03	37.12	1.12E-04	31.44	10.00	9.00E-04	45.28	2.00
FM08	5.41E-03	0.06	44.96	5.65E-03	24.38	6.25	5.27E-03	96.00	2.00
FM09	5.03E-02	1.12	33.30	5.05E-03	46.80	1.54	6.50E-04	120.00	2.83
FM10	8.64E-04	0.13	52.00	7.59E-04	53.76	20.00	6.40E-04	24.00	4.00
FM11	5.00E-06	0.05	197.94	2.00E-04	56.27	9.70	1.00E-04	14.52	2.00
FM12	2.87E-03	0.02	54.10	1.81E-04	1.07	10.00	3.63E-04	26.88	4.29
FM13	7.98E-03	0.02	416.00	3.46E-04	15.45	35.40	1.73E-04	96.00	3.09
FM14	4.21E-03	0.03	91.21	8.38E-04	29.74	19.00	6.75E-04	245.76	7.00

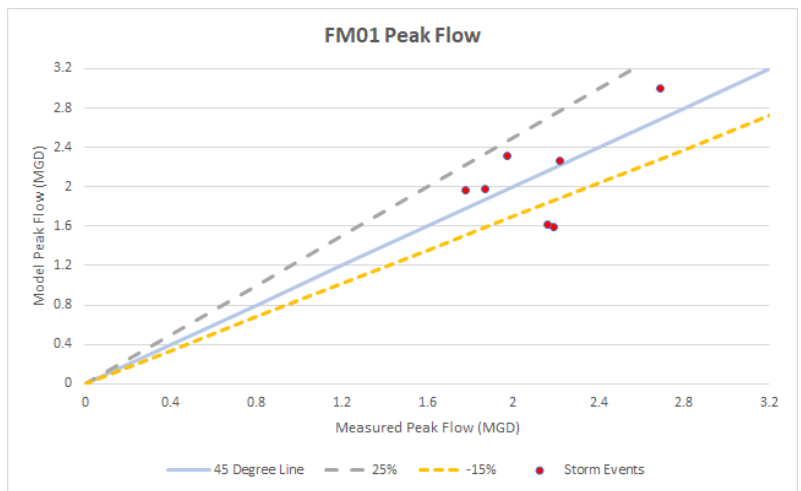
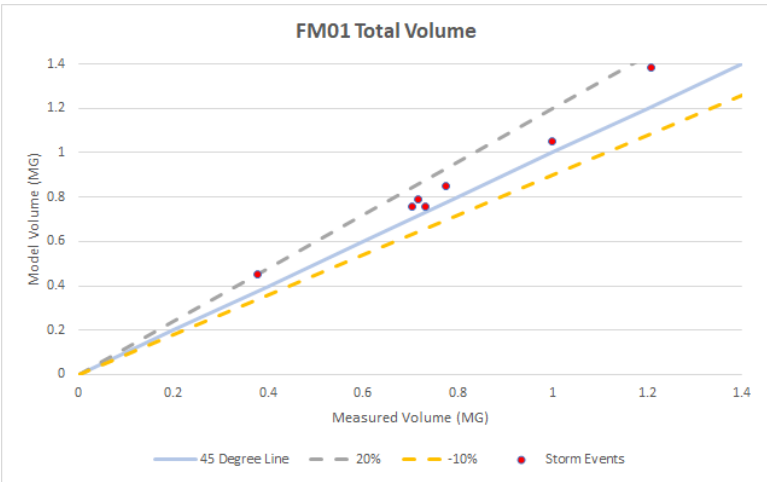
FM01



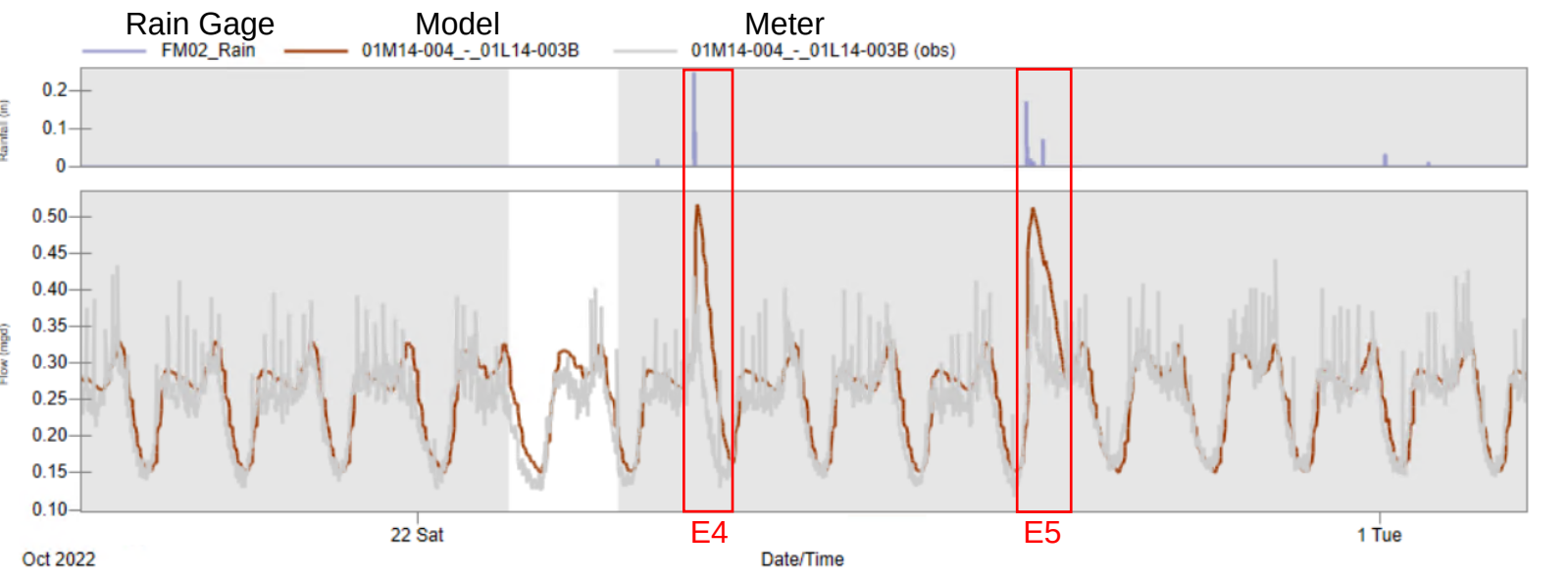
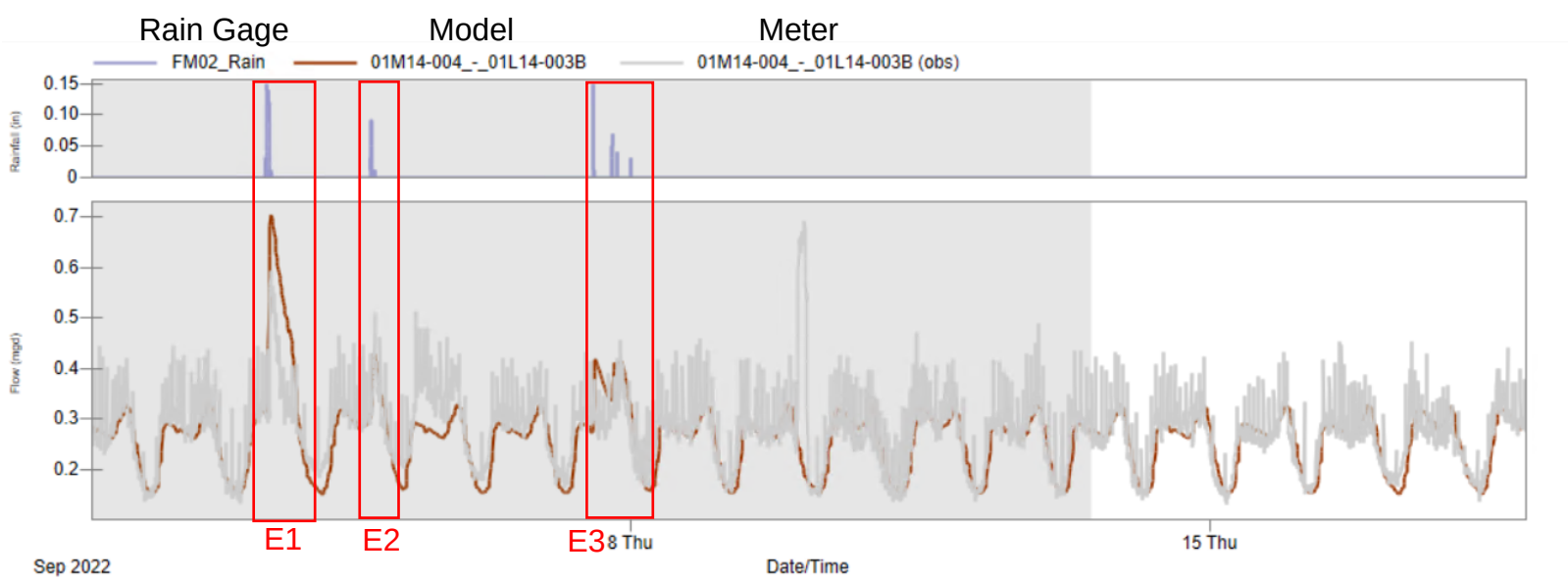
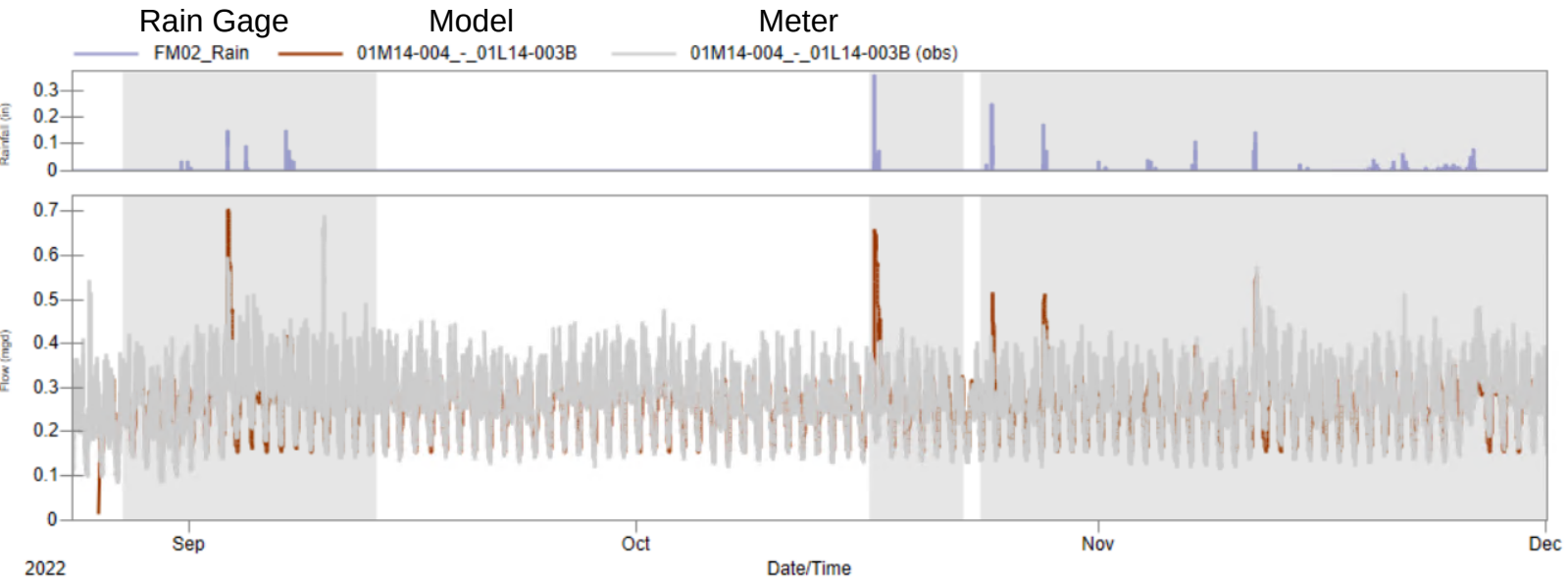


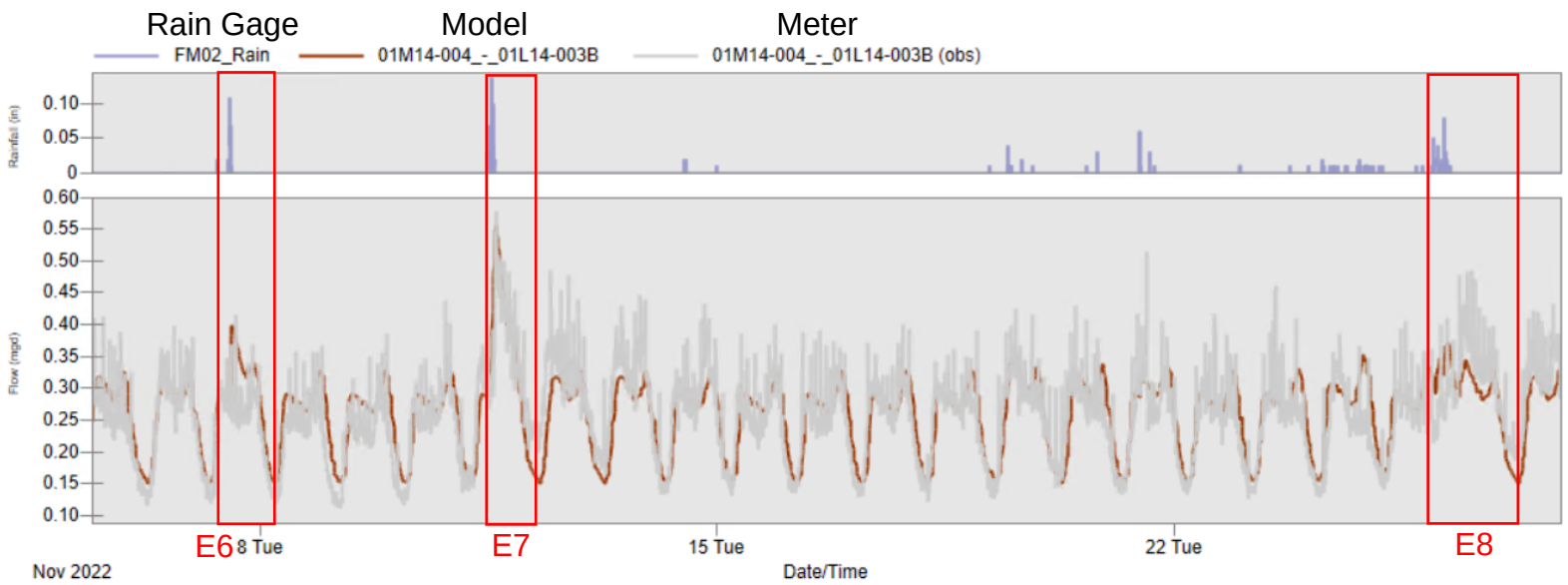
FM01			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.7567	0.7042	7%
2	0.7897	0.7158	10%
3	0.7583	0.7319	4%
4	0.4522	0.3786	19%
5	1.05	0.999	5%
6	0.852	0.7747	10%
7	1.382	1.209	14%

FM01			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	3.001	2.69	12%
2	2.259	2.22	2%
3	1.587	2.19	-28%
4	2.316	1.97	18%
5	1.984	1.87	6%
6	1.962	1.78	10%
7	1.615	2.16	-25%



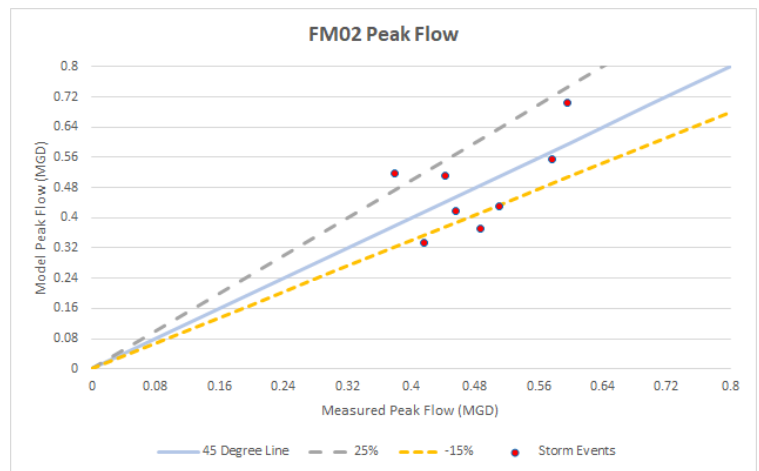
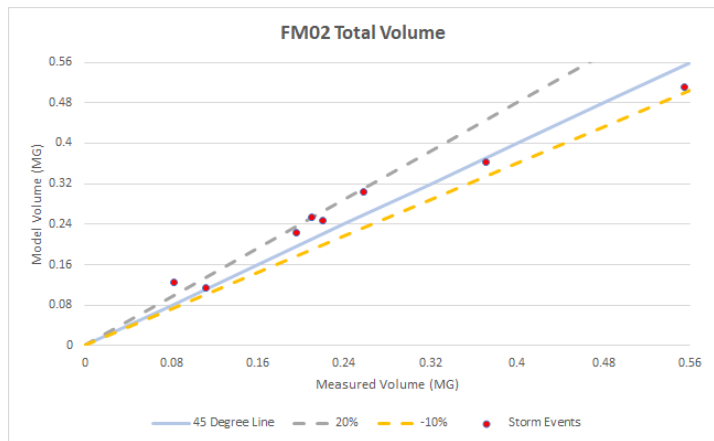
FM02





FM02			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.2543	0.2097	21%
2	0.1131	0.1119	1%
3	0.2227	0.1954	14%
4	0.1254	0.08241	52%
5	0.3031	0.258	17%
6	0.2465	0.2204	12%
7	0.5108	0.555	-8%
8	0.3625	0.3716	-2%

FM02			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	0.7038	0.595	18%
2	0.4301	0.51	-16%
3	0.4167	0.456	-9%
4	0.5162	0.38	36%
5	0.5115	0.443	15%
6	0.334	0.416	-20%
7	0.5545	0.577	-4%
8	0.3723	0.486	-23%



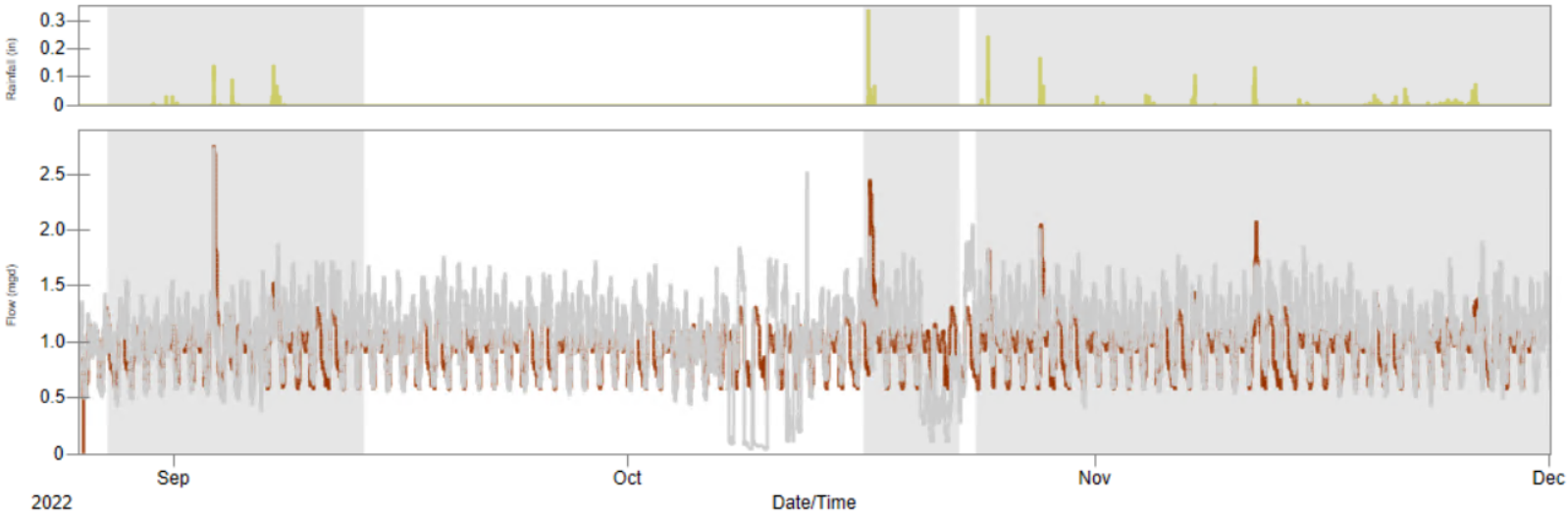
FM03

Rain Gage

Model

Meter

FM03_Rain 01L14-005_-_01L14-004 01L14-005_-_01L14-004 (obs)

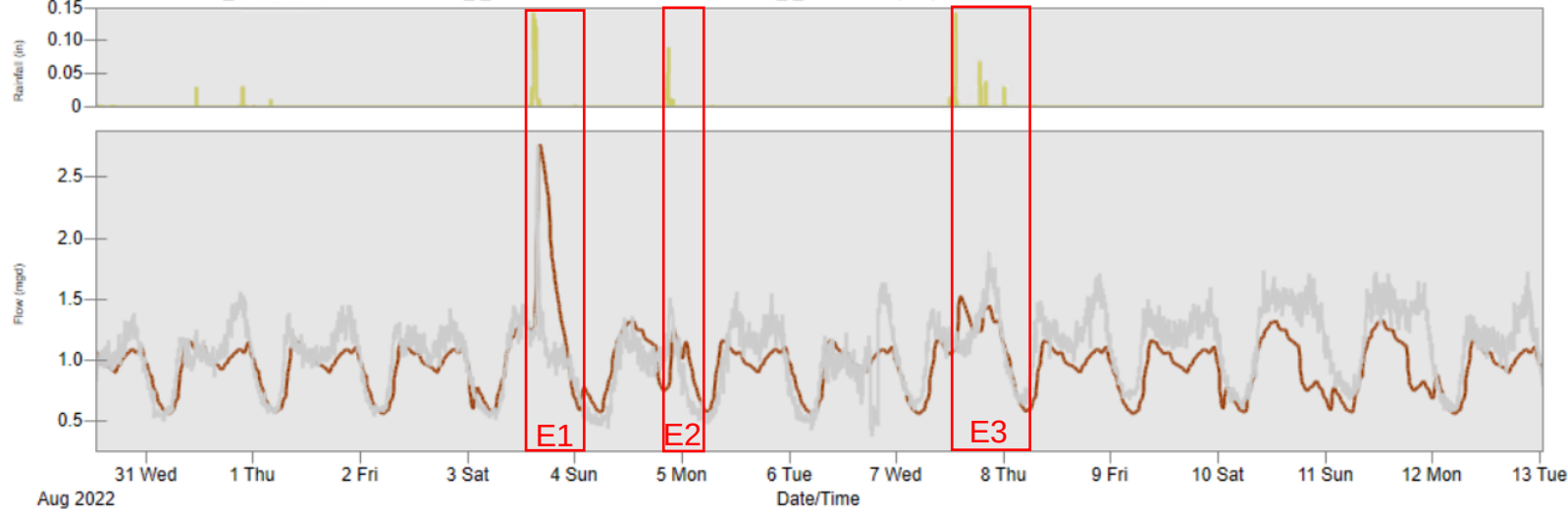


Rain Gage

Model

Meter

FM03_Rain 01L14-005_-_01L14-004 01L14-005_-_01L14-004 (obs)

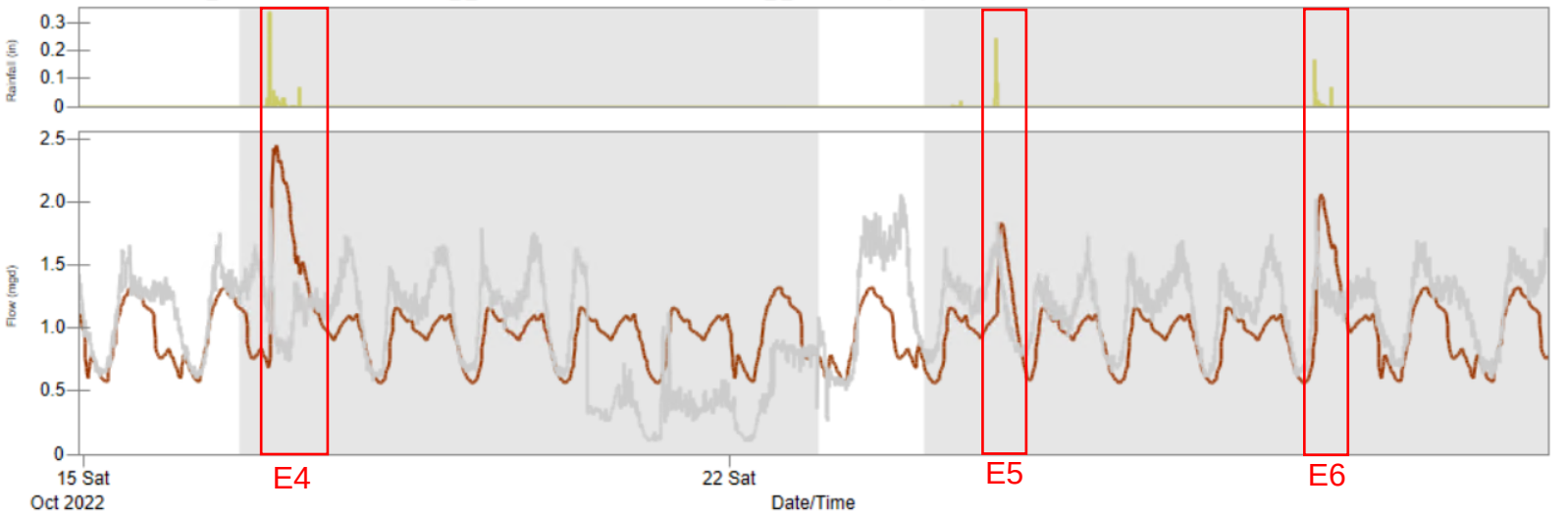


Rain Gage

Model

Meter

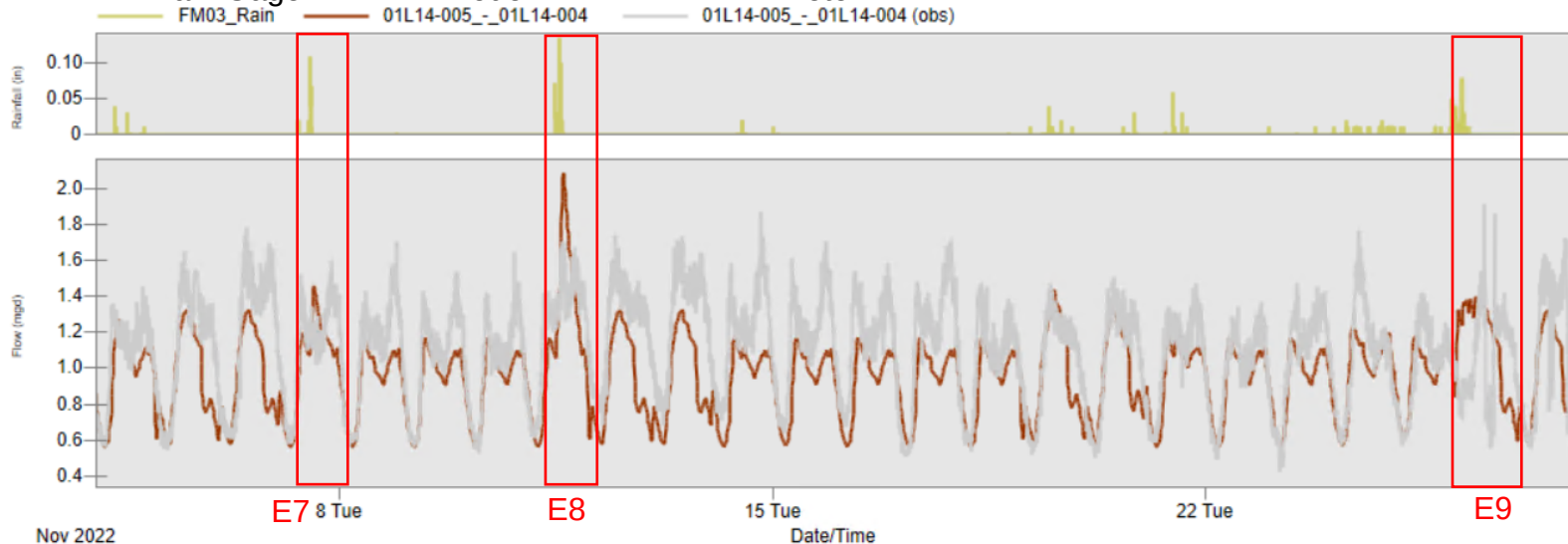
FM03_Rain 01L14-005_-_01L14-004 01L14-005_-_01L14-004 (obs)



Rain Gage

Model

Meter



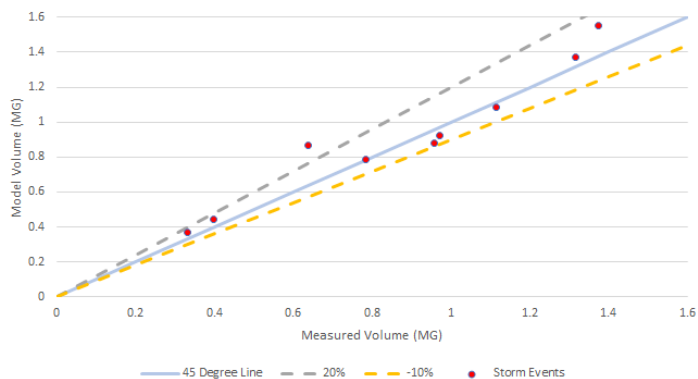
FM03

Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.8659	0.6375	36%
2	0.3679	0.3327	11%
3	0.7862	0.7829	0%
4	1.553	1.374	13%
5	0.4457	0.3977	12%
6	1.086	1.116	-3%
7	0.879	0.9586	-8%
8	0.9229	0.9717	-5%
9	1.372	1.317	4%

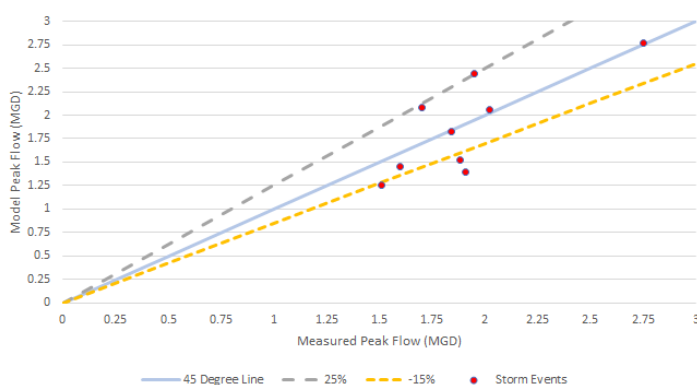
FM03

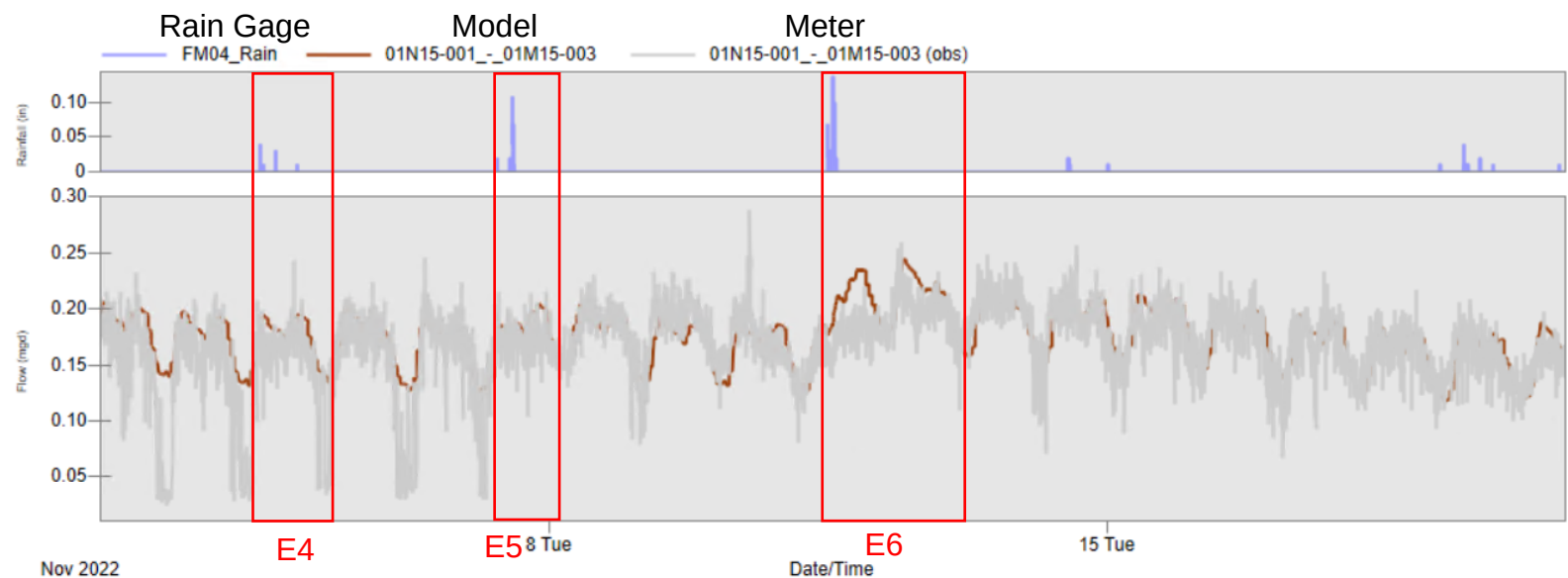
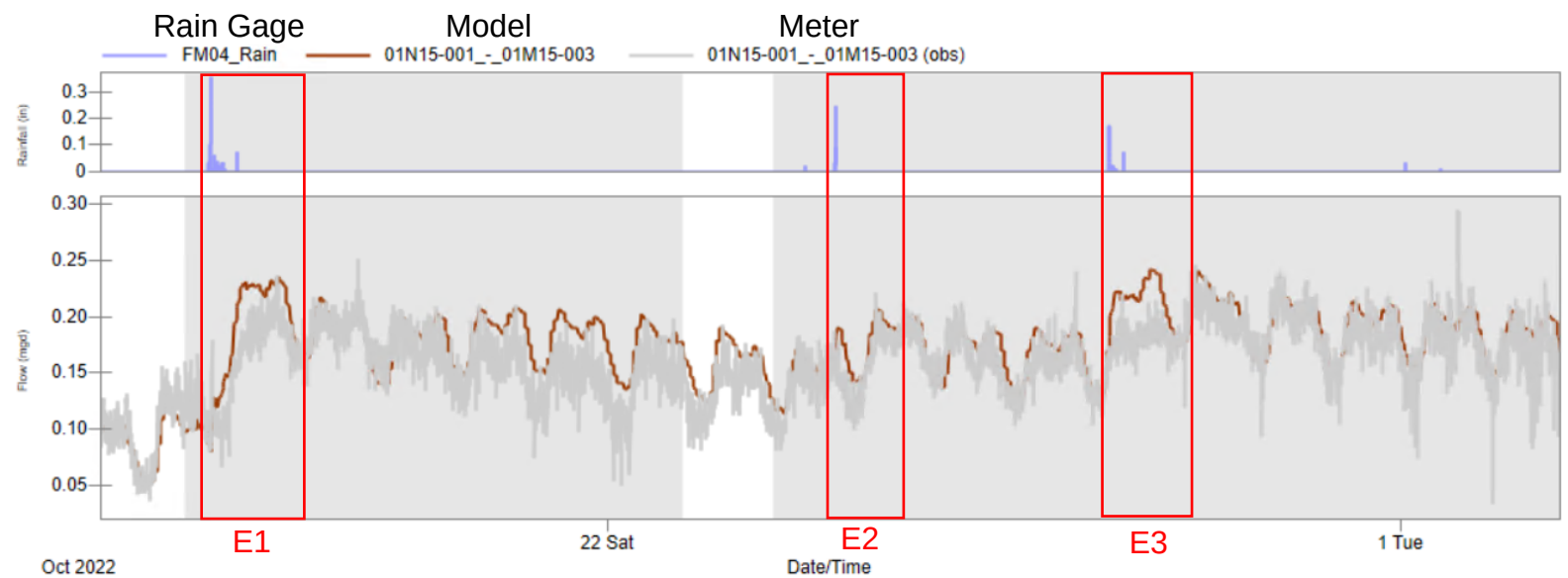
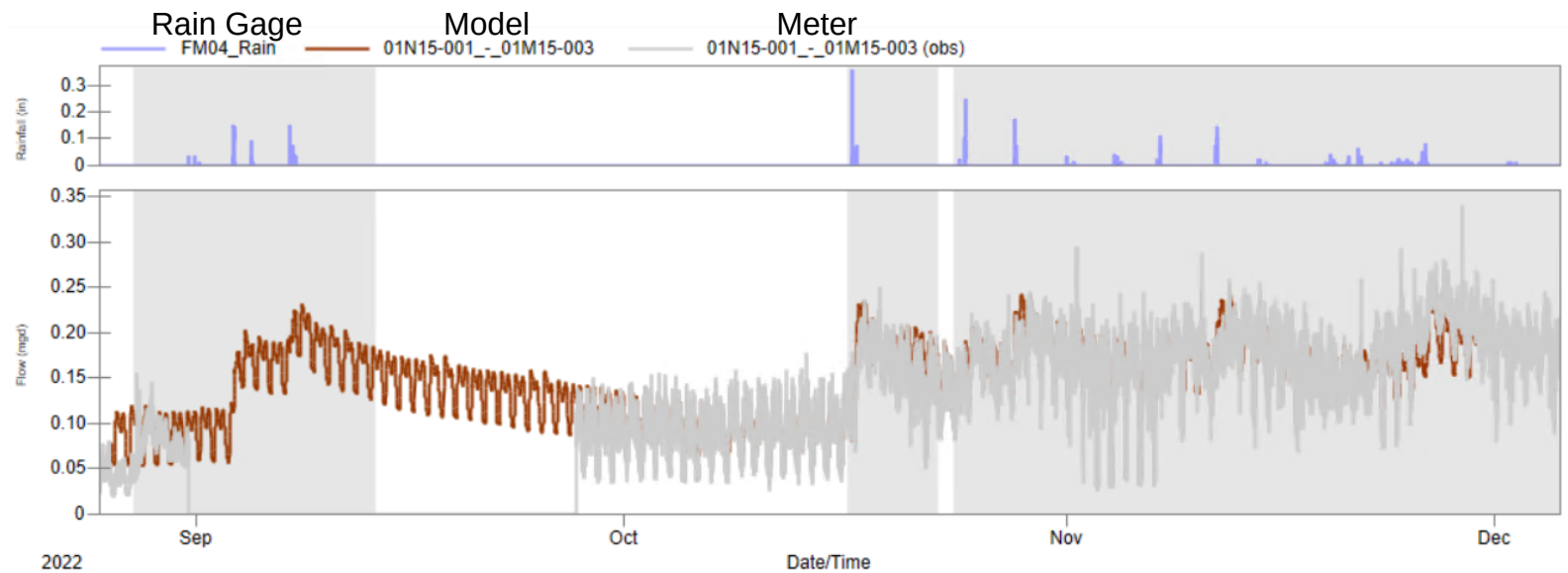
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	2.764	2.75	1%
2	1.251	1.51	-17%
3	1.527	1.88	-19%
4	2.449	1.95	26%
5	1.829	1.84	-1%
6	2.059	2.02	2%
7	1.453	1.6	-9%
8	2.082	1.7	22%
9	1.395	1.91	-27%

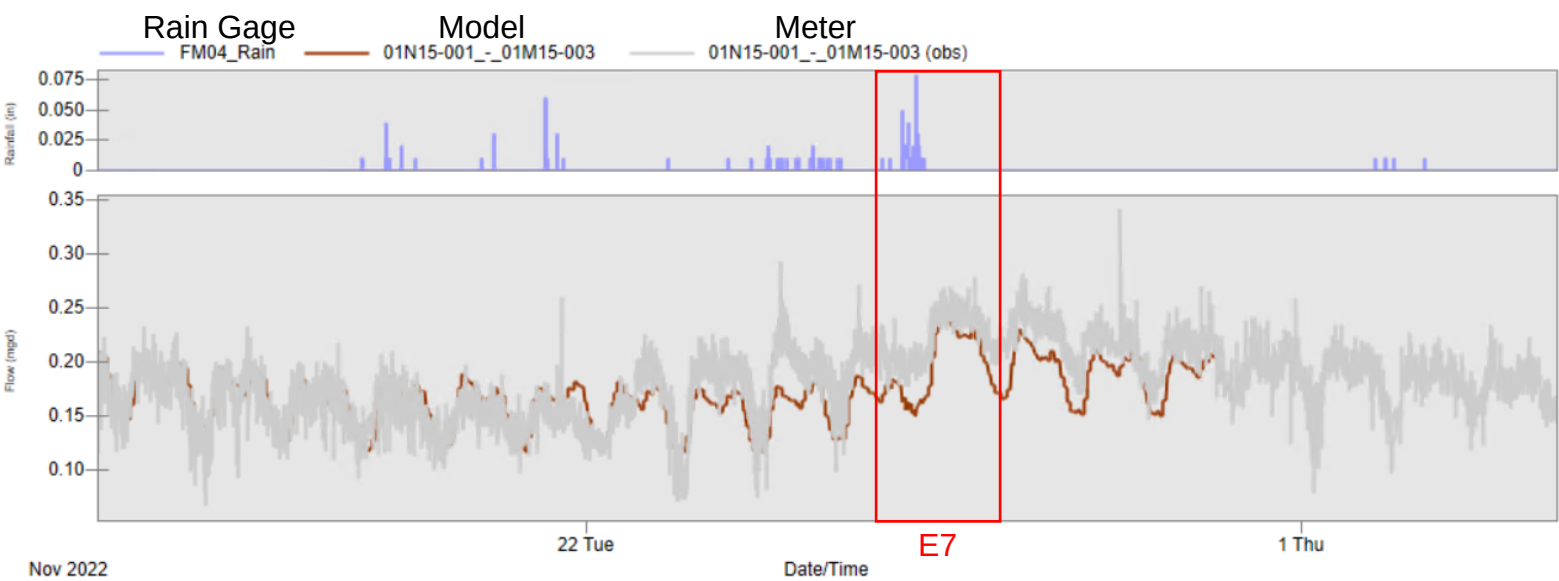
FM03 Total Volume



FM03 Peak Flow

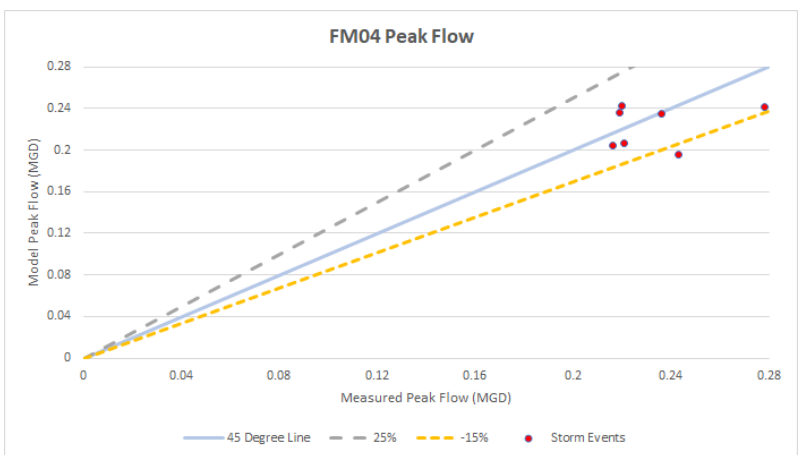
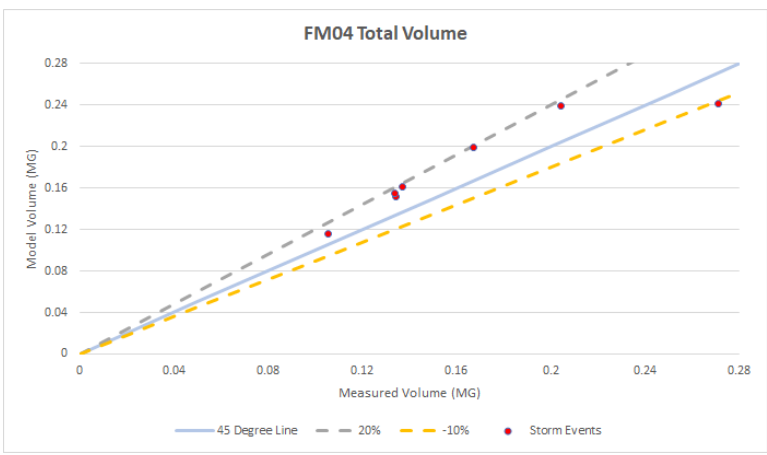




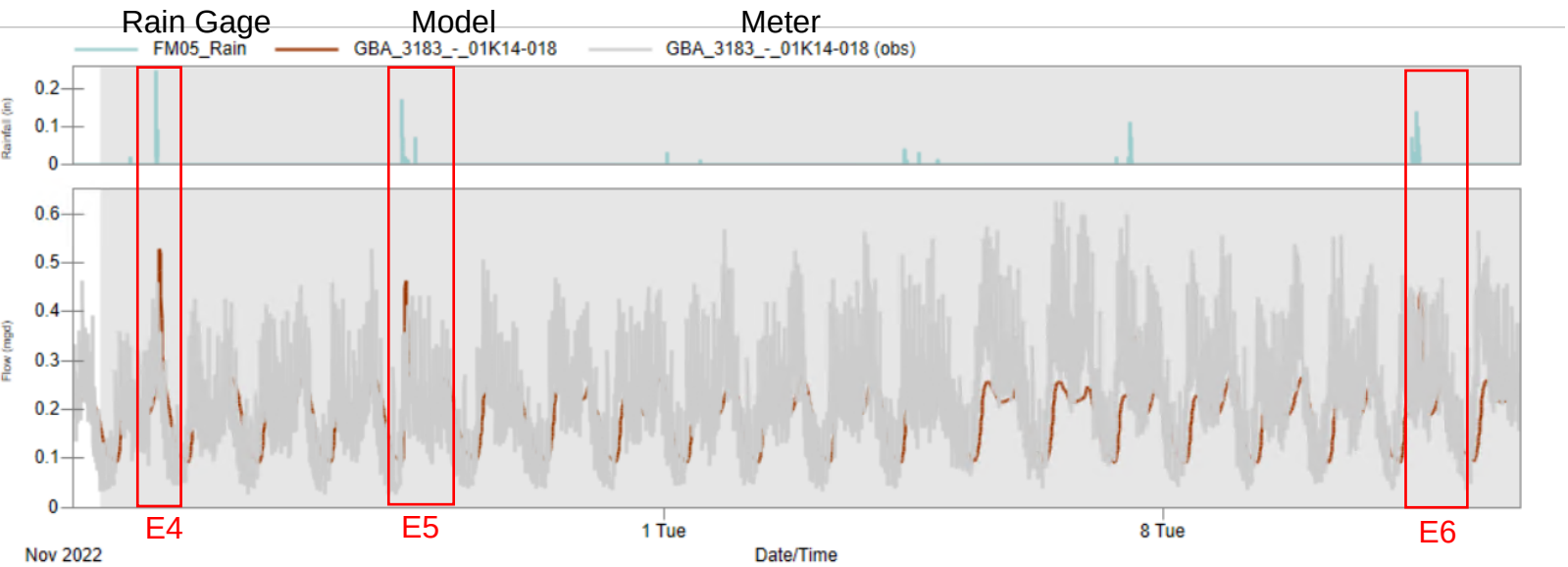
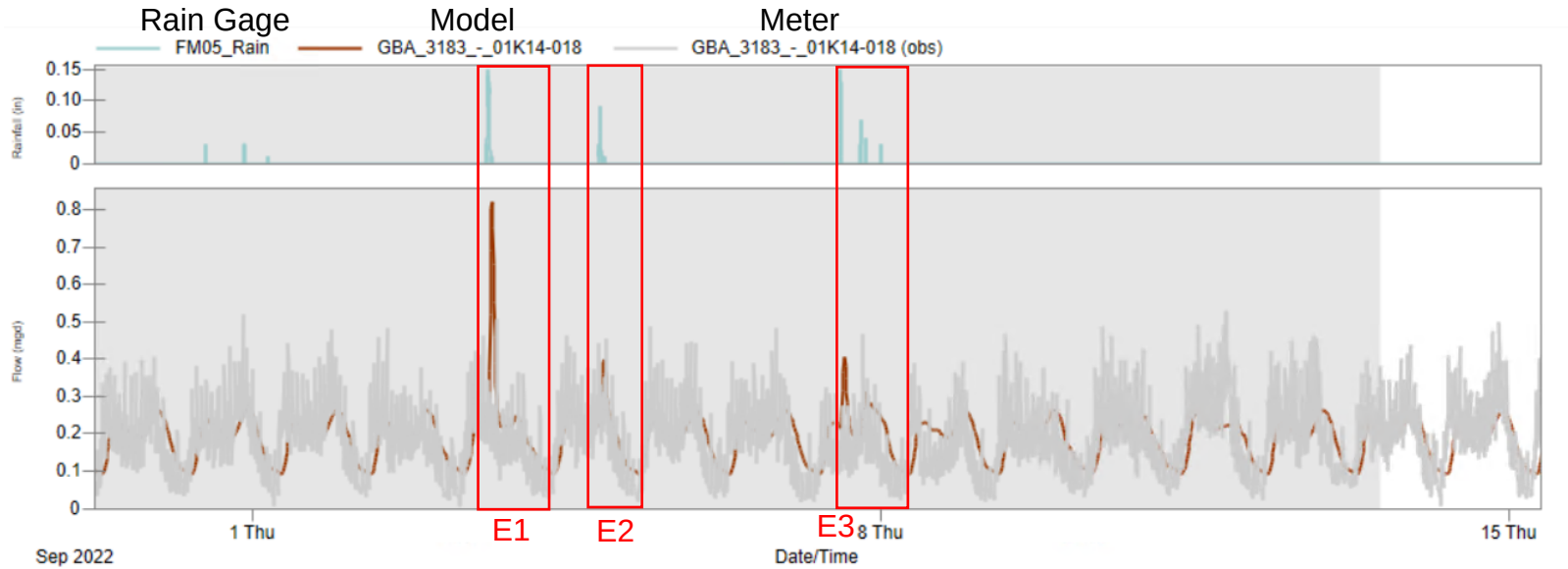
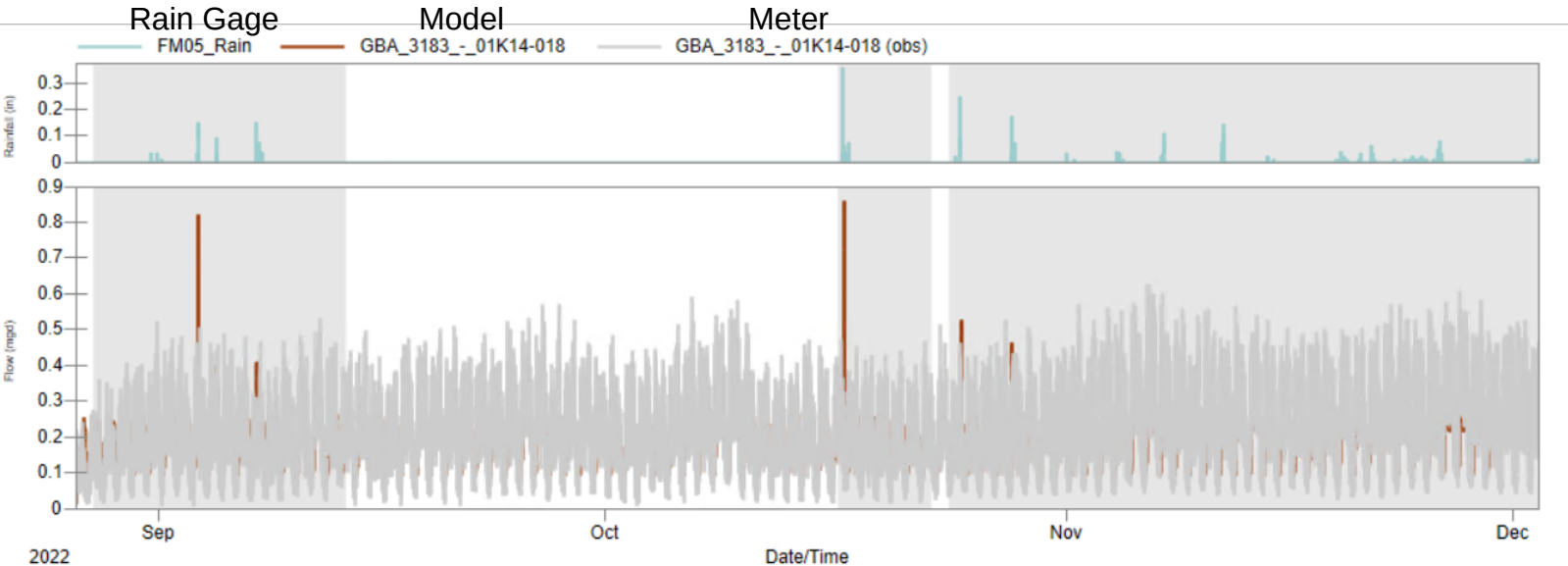


FM04			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.2389	0.2042	17%
2	0.1514	0.1343	13%
3	0.1995	0.1673	19%
4	0.155	0.1336	16%
5	0.1159	0.1056	10%
6	0.1607	0.1372	17%
7	0.2414	0.2711	-11%

FM04			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	0.2354	0.236	0%
2	0.2069	0.221	-6%
3	0.2425	0.22	10%
4	0.1952	0.243	-20%
5	0.2039	0.216	-6%
6	0.2359	0.219	8%
7	0.241	0.278	-13%

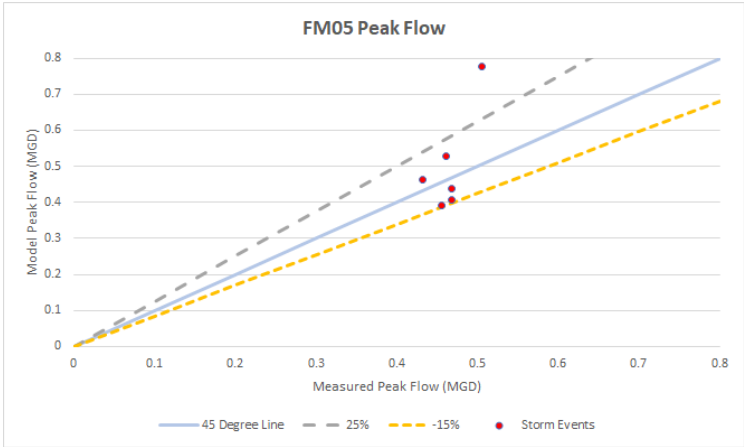
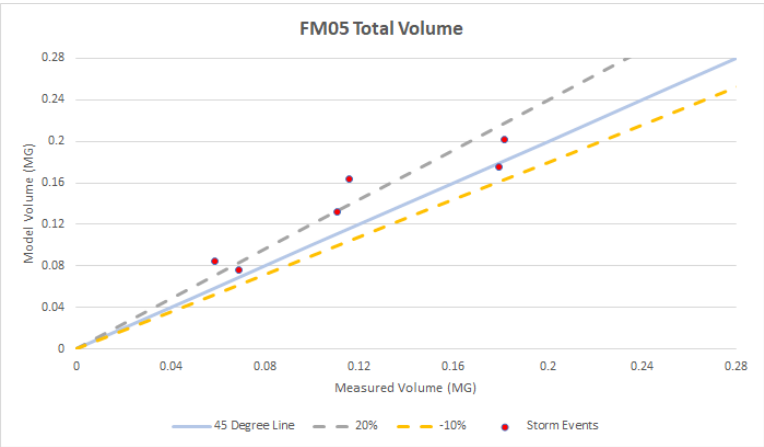


FM05

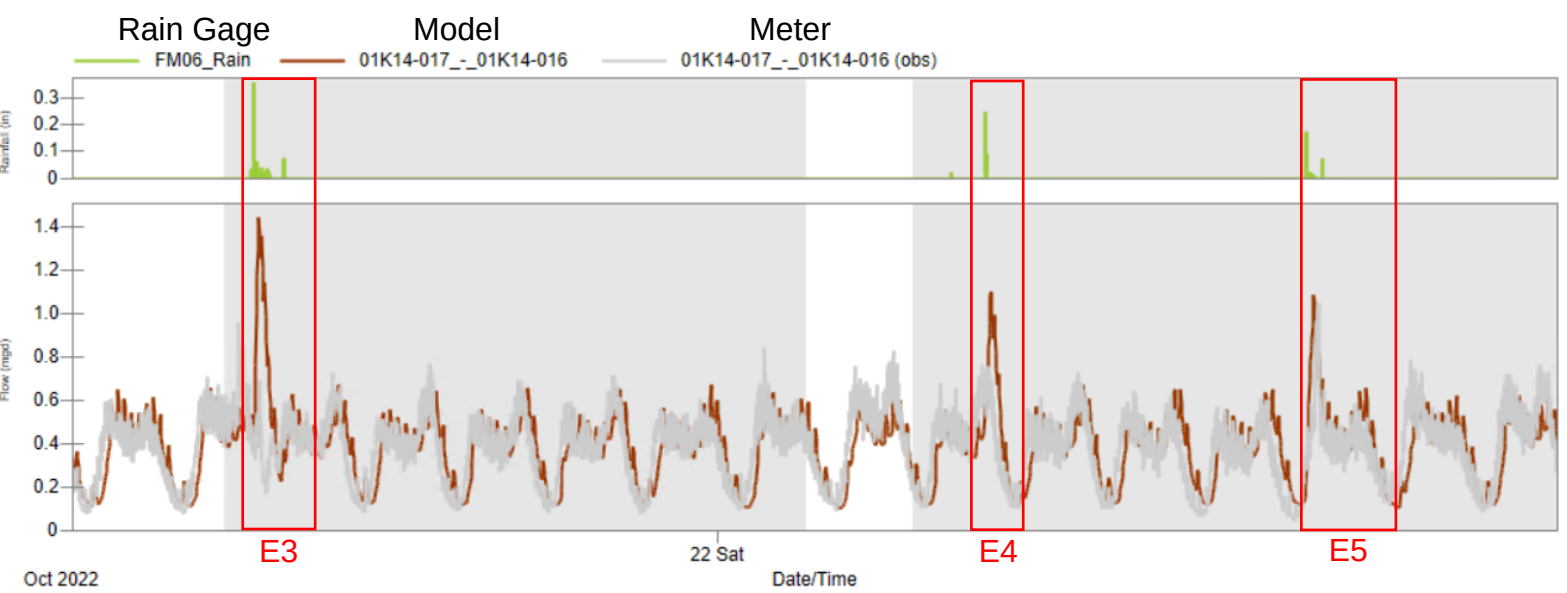
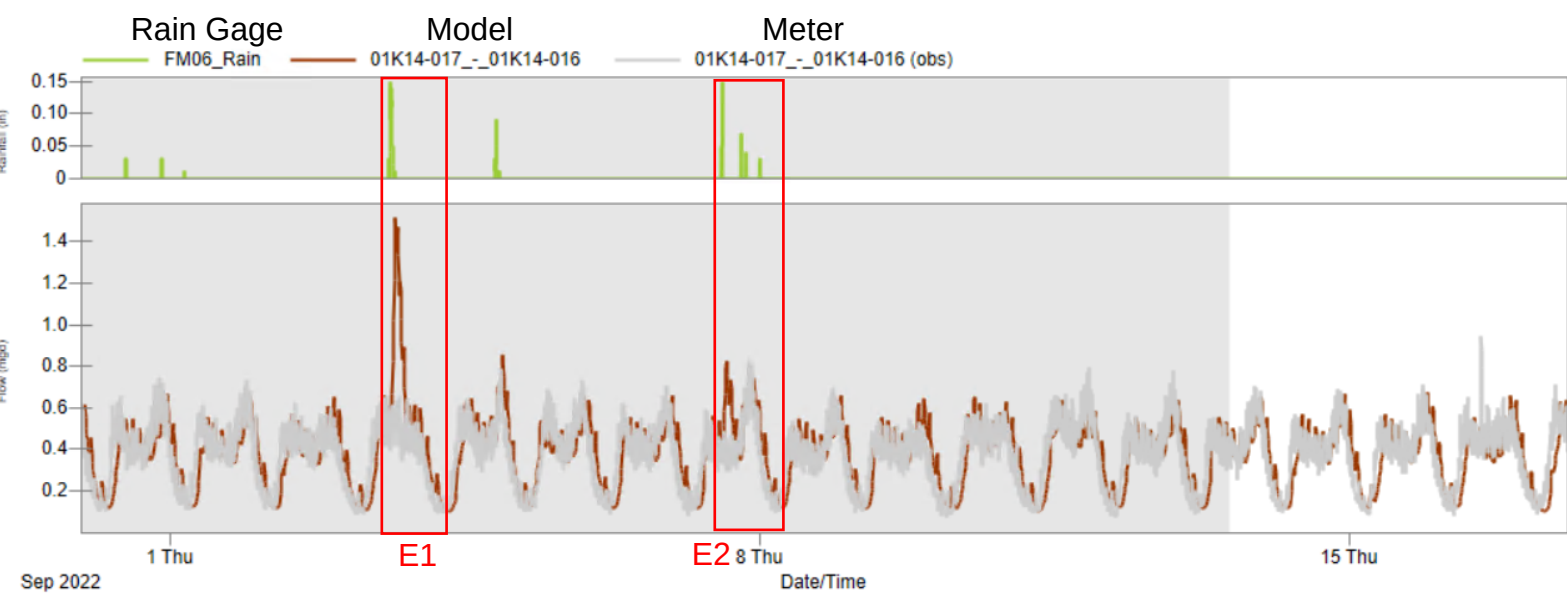
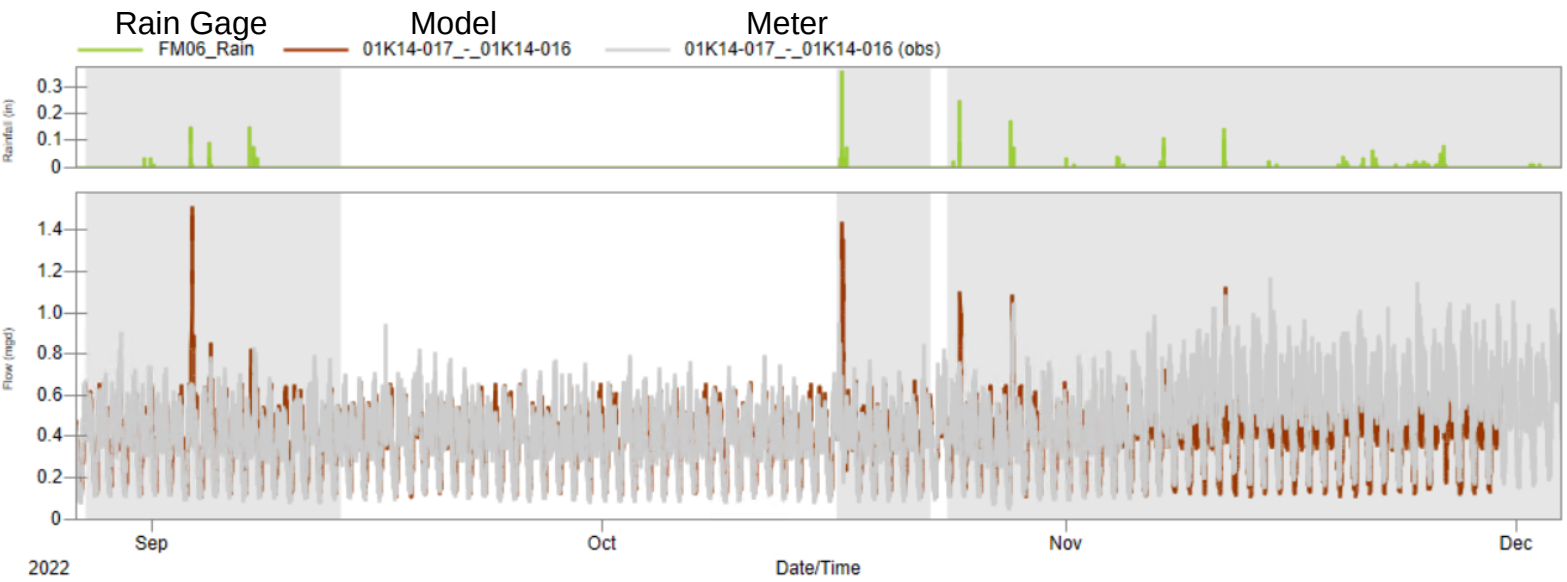


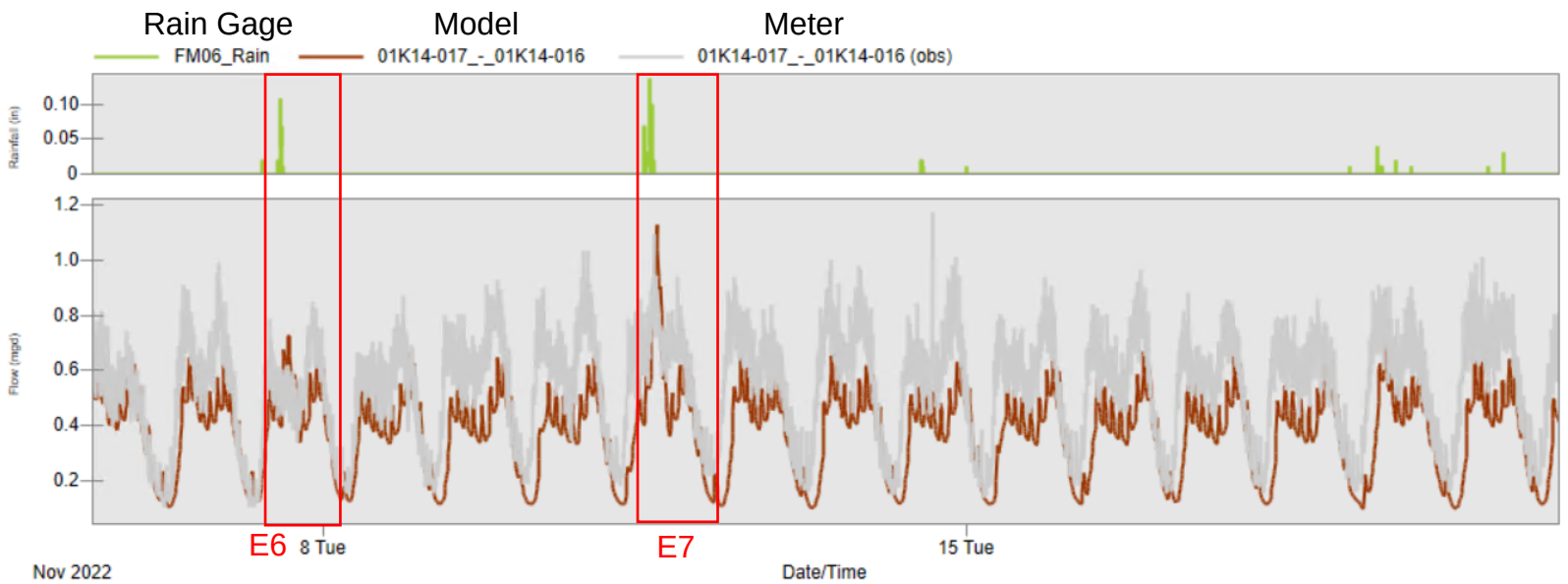
FM05			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.132	0.1108	19%
2	0.07643	0.06878	11%
3	0.1635	0.1159	41%
4	0.0849	0.05876	44%
5	0.2015	0.1816	11%
6	0.1753	0.1794	-2%

FM05			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	0.7783	0.505	54%
2	0.3904	0.456	-14%
3	0.4059	0.468	-13%
4	0.5281	0.461	15%
5	0.4637	0.432	7%
6	0.439	0.468	-6%



FM06



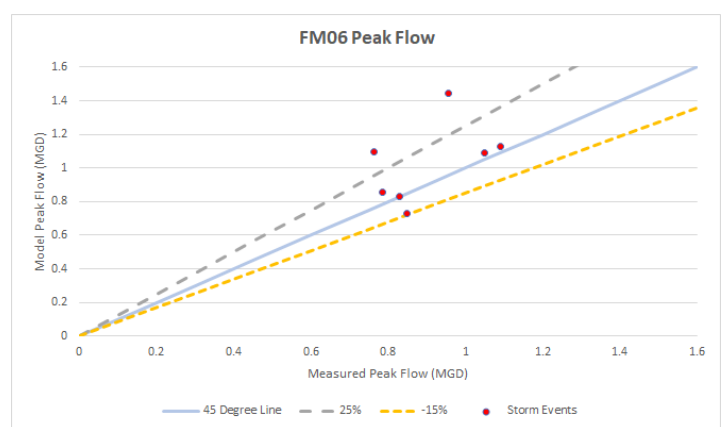
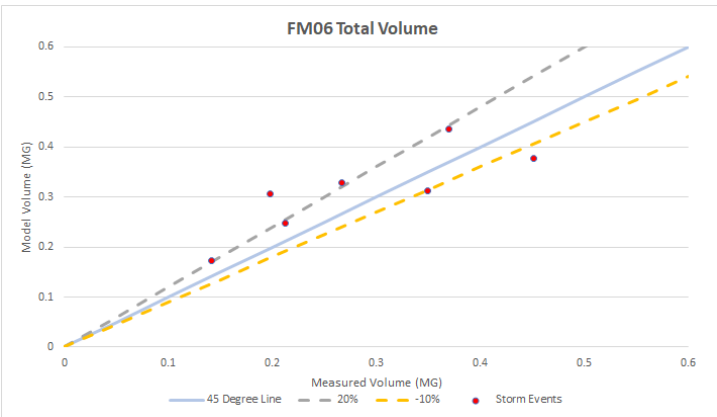


Nov 2022

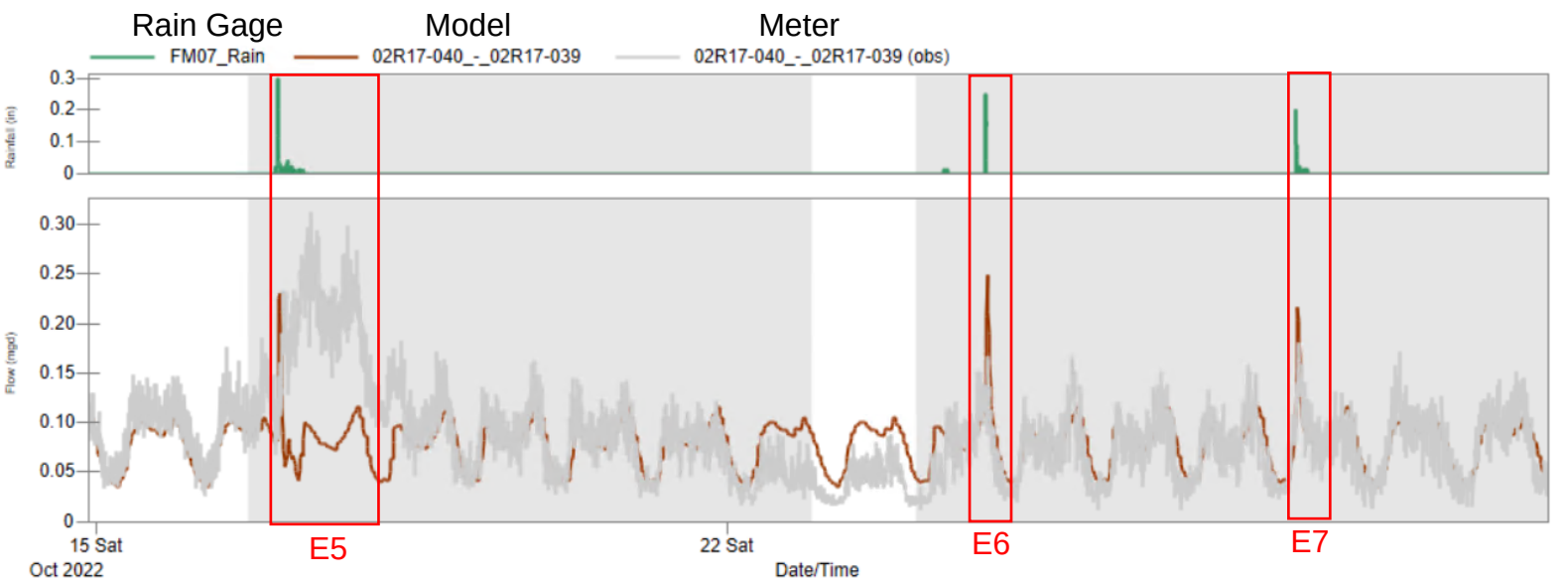
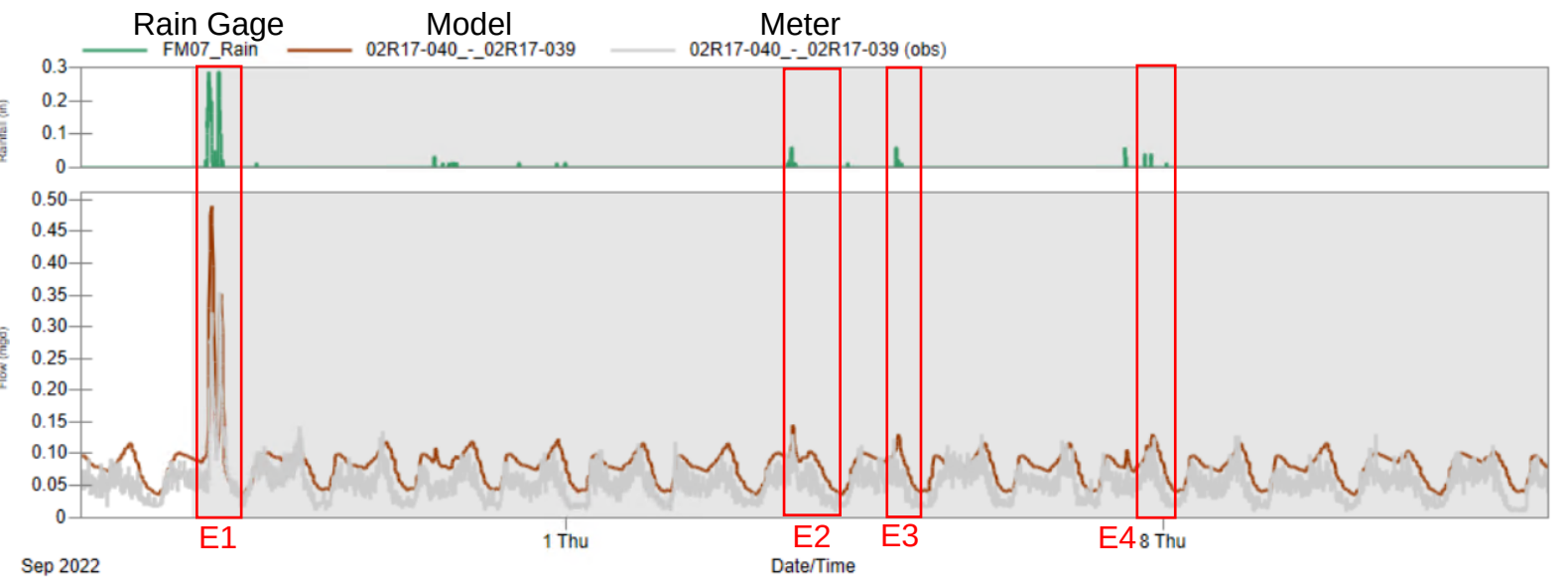
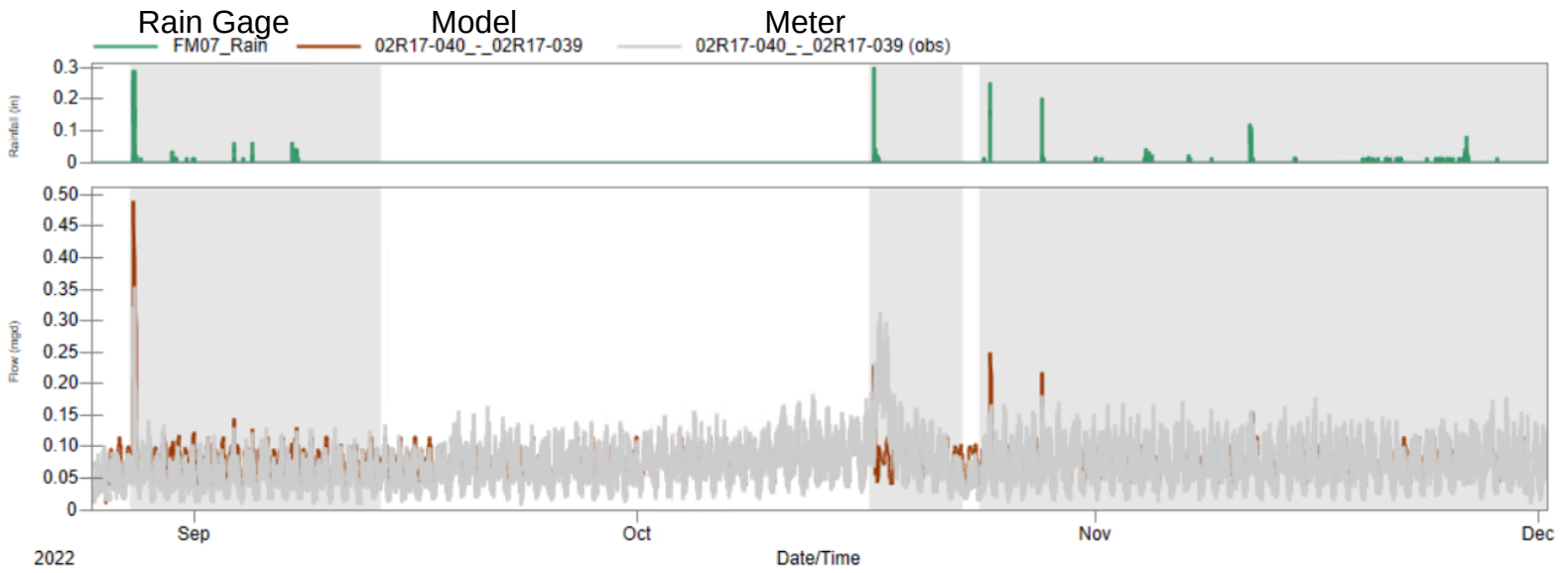
FM06			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.1722	0.1412	22%
2	0.3286	0.267	23%
3	0.3058	0.1981	54%
4	0.2485	0.2127	17%
5	0.4346	0.3696	18%
6	0.3115	0.3492	-11%
7	0.3764	0.4511	-17%

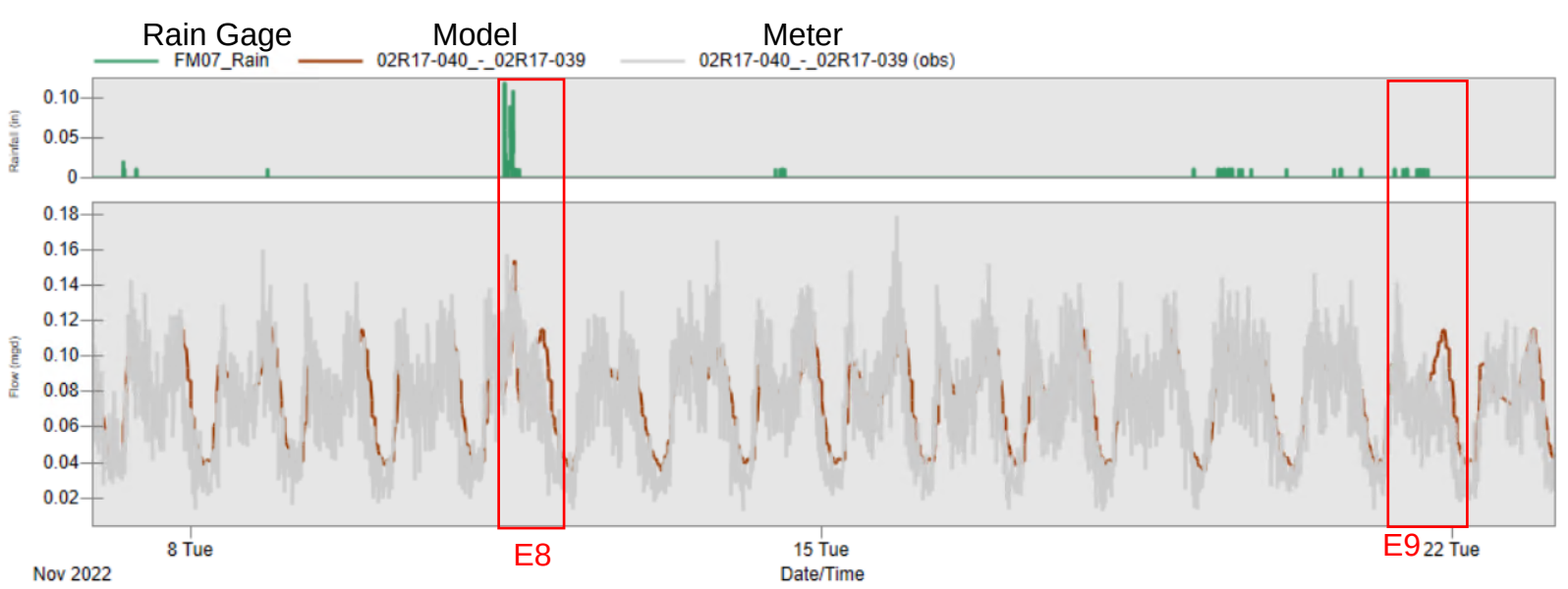
Date/Time

FM06			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	0.8554	0.785	9%
2	0.8278	0.828	0%
3	1.444	0.955	51%
4	1.098	0.763	44%
5	1.09	1.05	4%
6	0.7307	0.8472	-14%
7	1.127	1.09	3%



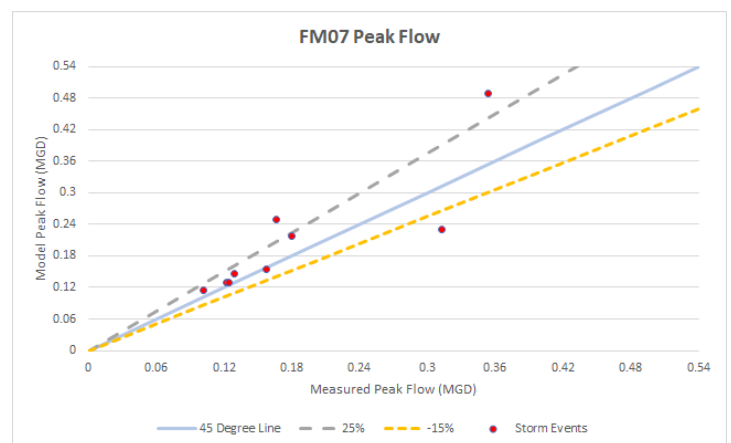
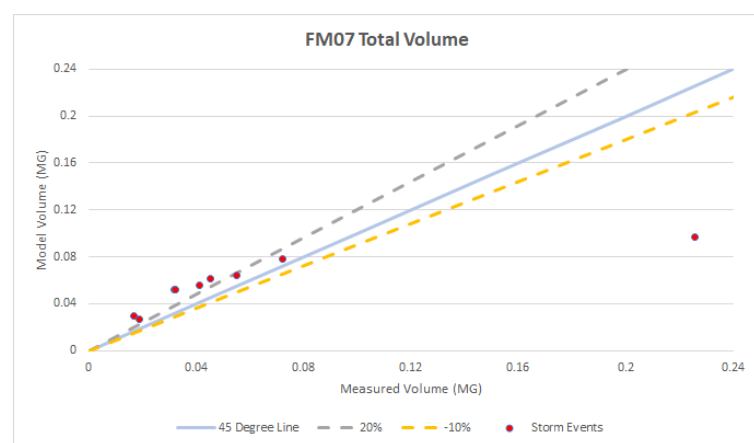
FM07



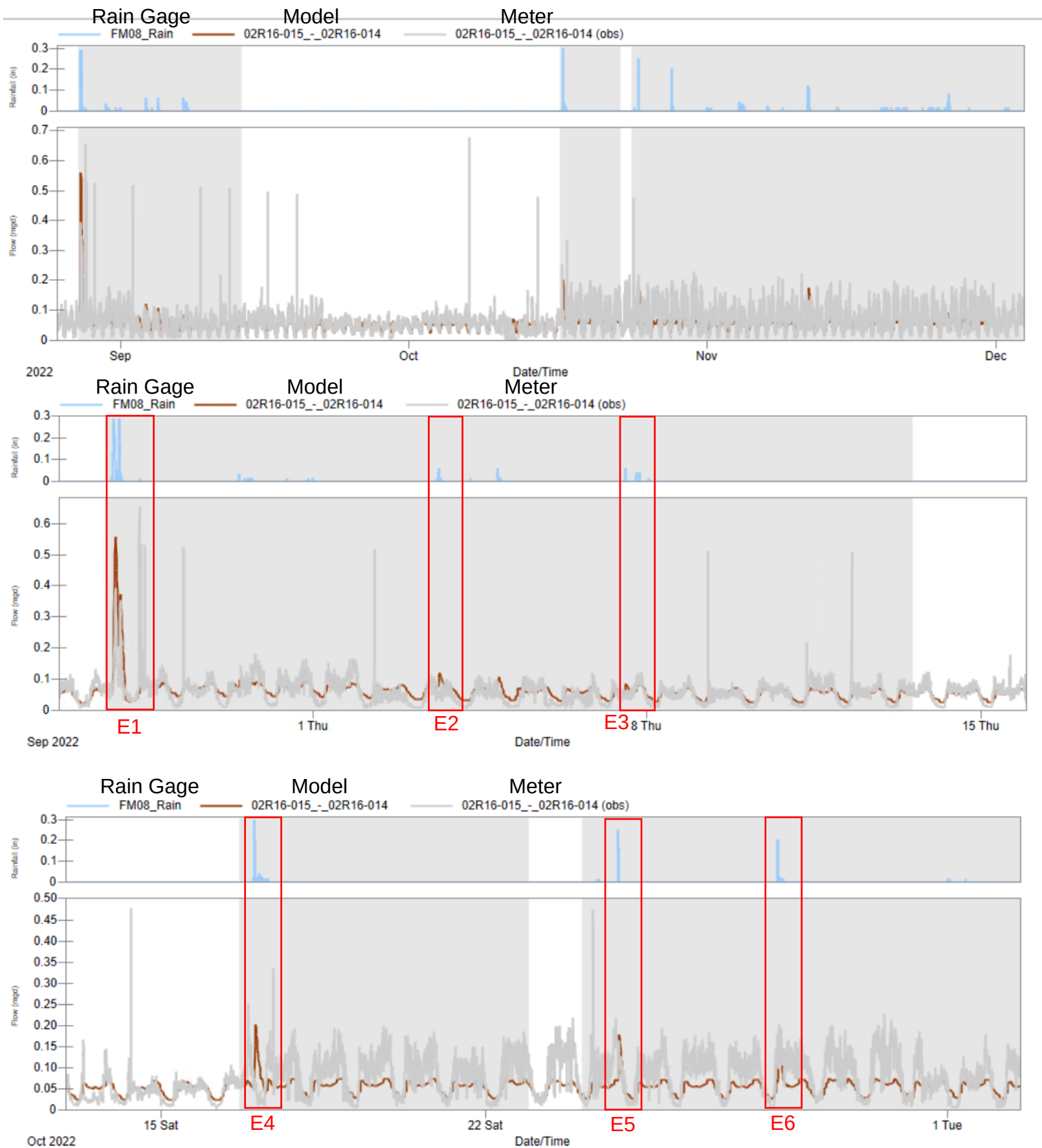


FM07			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.06133	0.04525	36%
2	0.0517	0.03191	62%
3	0.0298	0.01668	79%
4	0.05238	0.03237	62%
5	0.09639	0.2259	-57%
6	0.02633	0.01857	42%
7	0.07848	0.072	9%
8	0.06437	0.05521	17%
9	0.05534	0.04106	35%

FM07			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	0.4889	0.354	38%
2	0.1457	0.129	13%
3	0.1288	0.122	6%
4	0.1291	0.124	4%
5	0.2303	0.3123	-26%
6	0.2485	0.166	50%
7	0.217	0.18	21%
8	0.1544	0.157	-2%
9	0.1151	0.102	13%



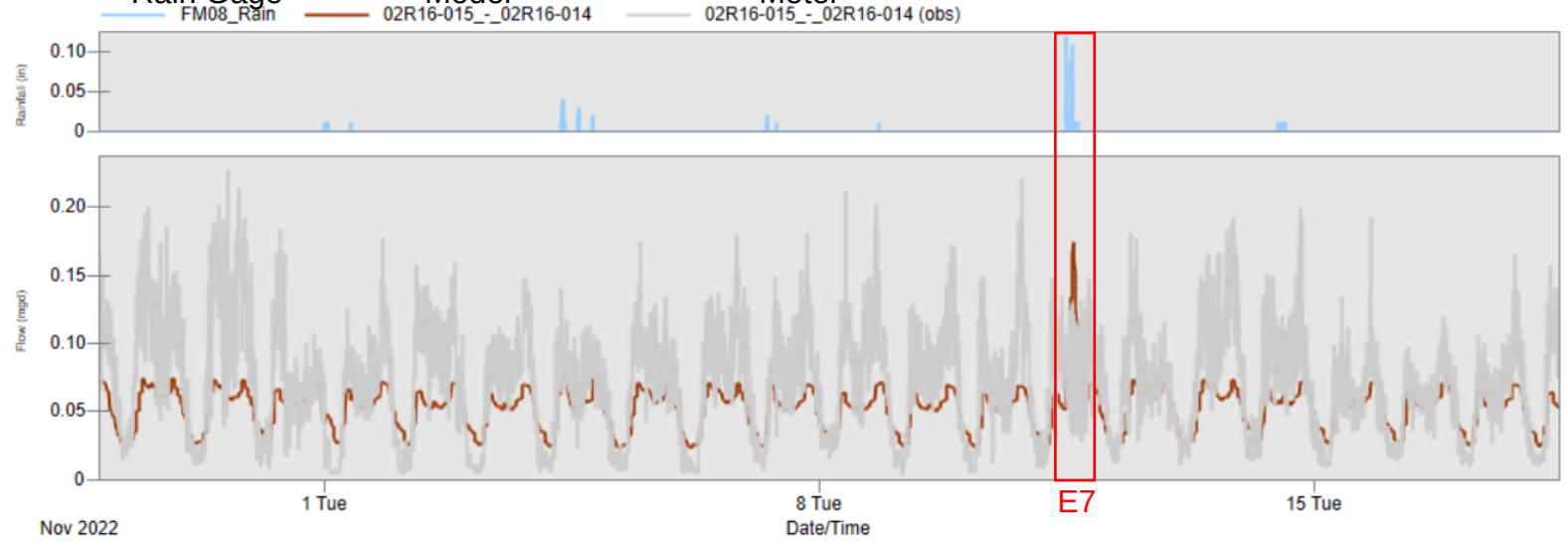
FM08



Rain Gage

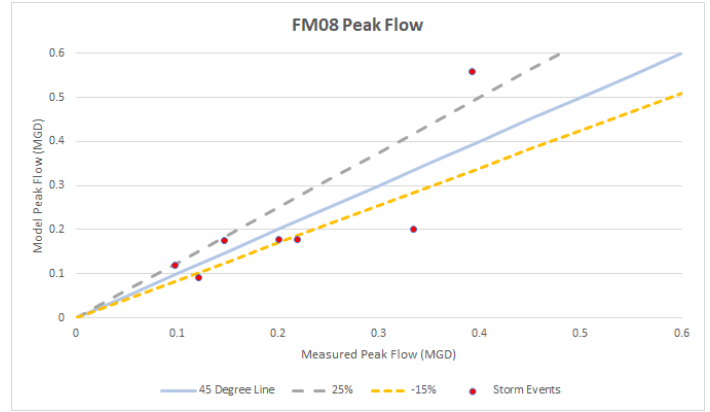
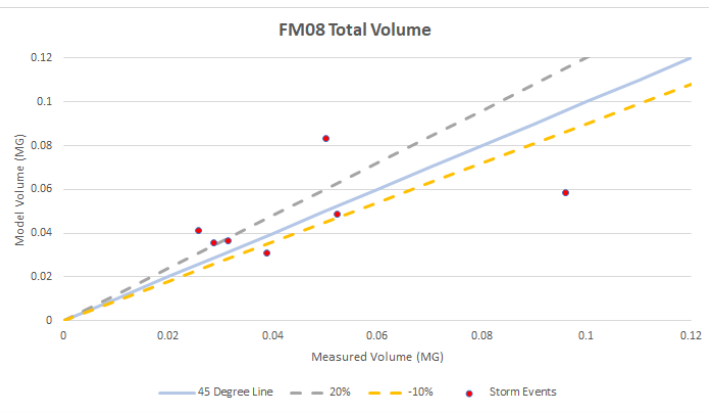
Model

Meter



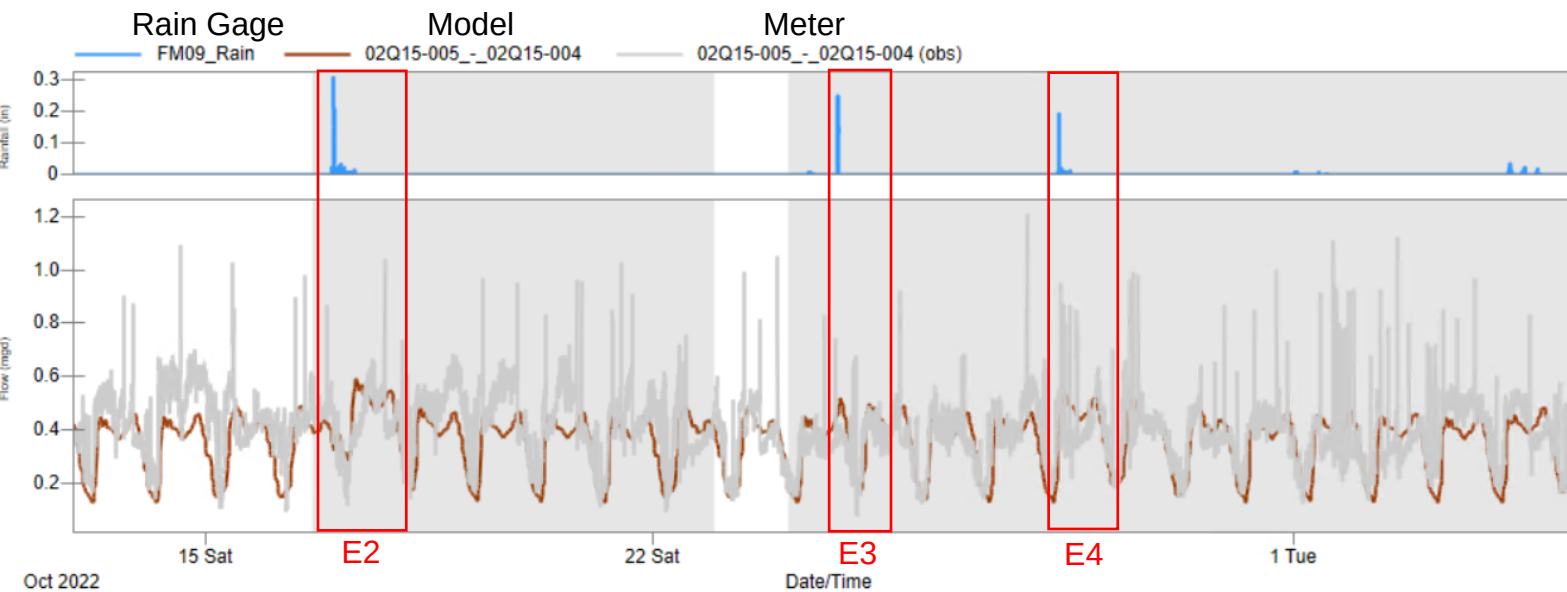
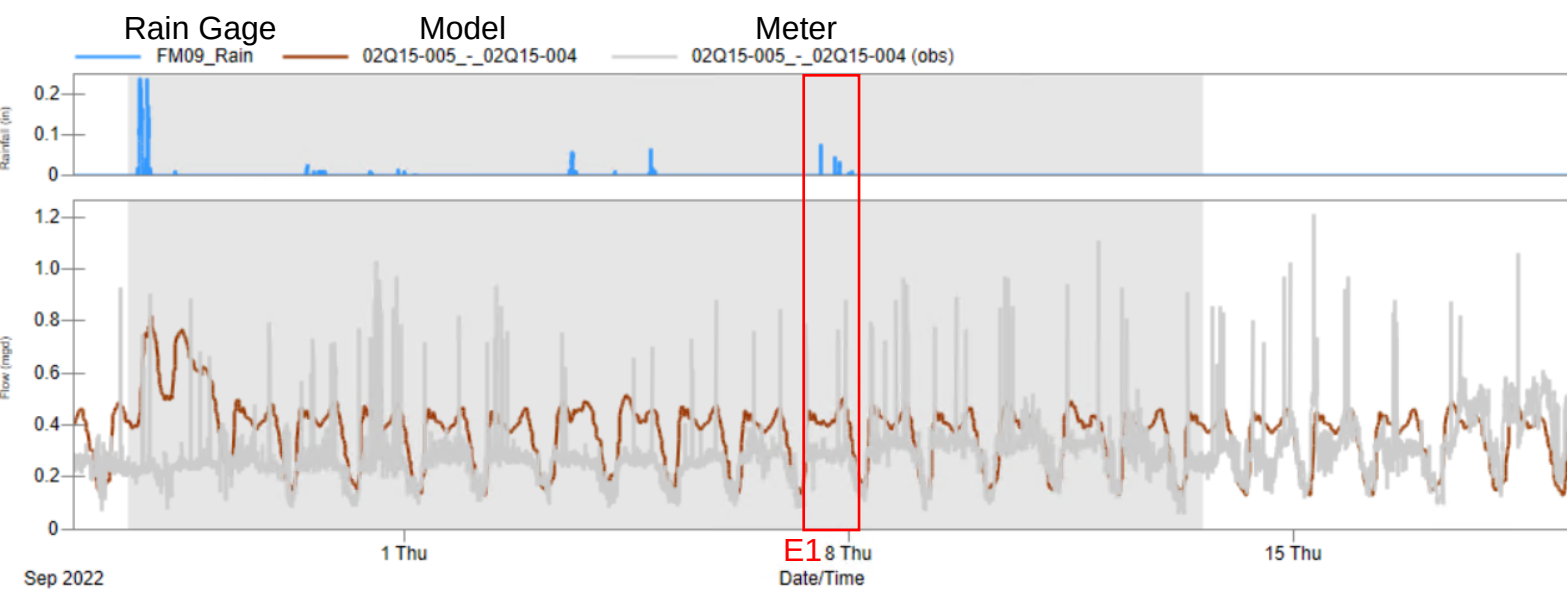
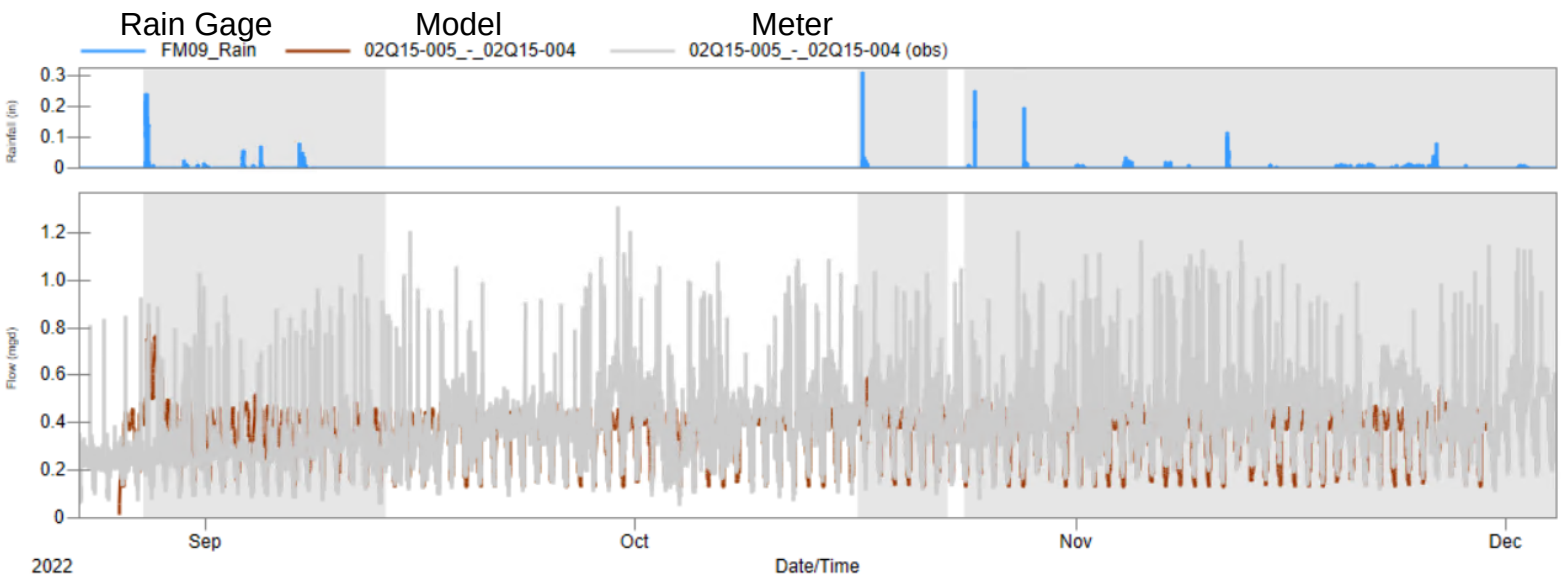
FM08			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.08344	0.05022	66%
2	0.04124	0.02575	60%
3	0.03638	0.03149	16%
4	0.03563	0.02867	24%
5	0.03071	0.03883	-21%
6	0.05835	0.09611	-39%
7	0.04865	0.05227	-7%

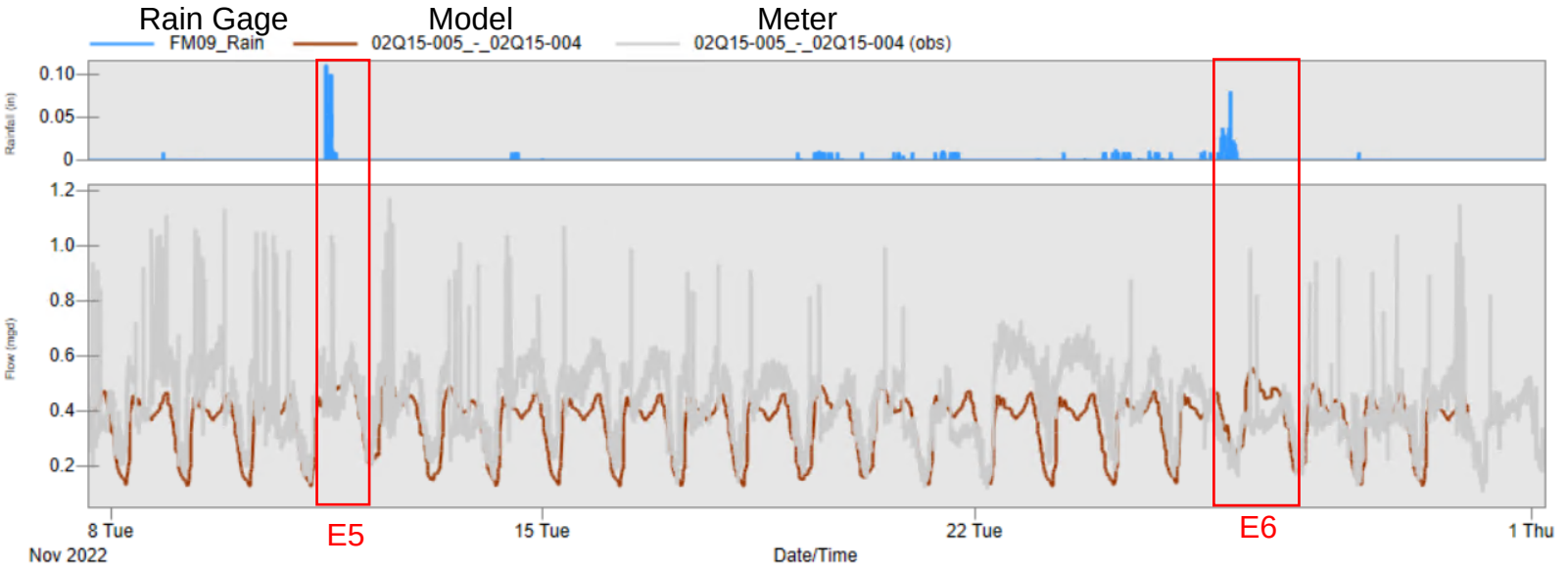
FM08			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	0.5588	0.392	43%
2	0.119	0.098	21%
3	0.09104	0.121	-25%
4	0.2012	0.3343	-40%
5	0.1772	0.219	-19%
6	0.177	0.201	-12%
7	0.1744	0.147	19%



FM09

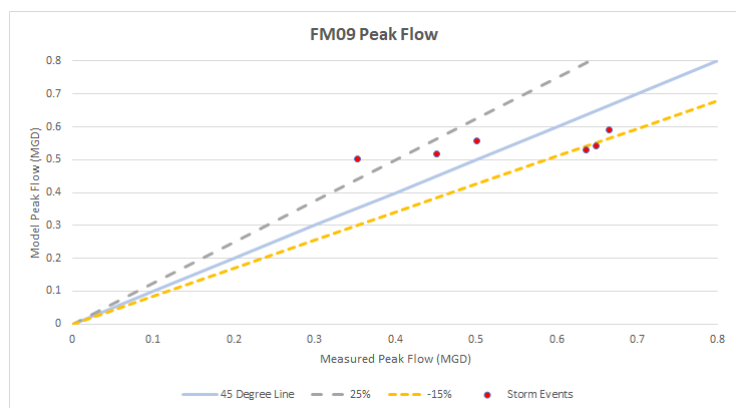
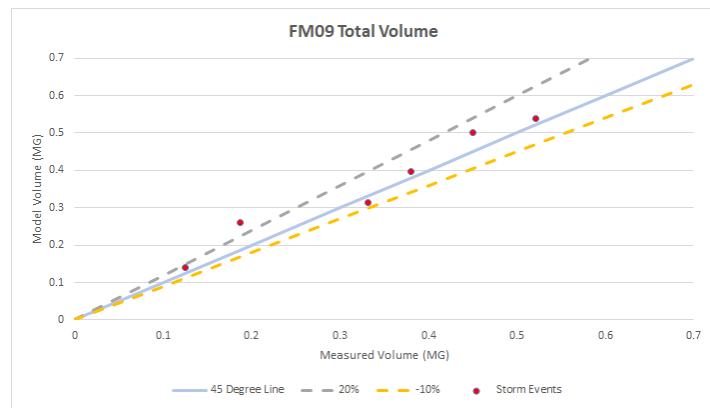
- Random spikes in flow meter data not considered in peak flow comparison between model and meter data





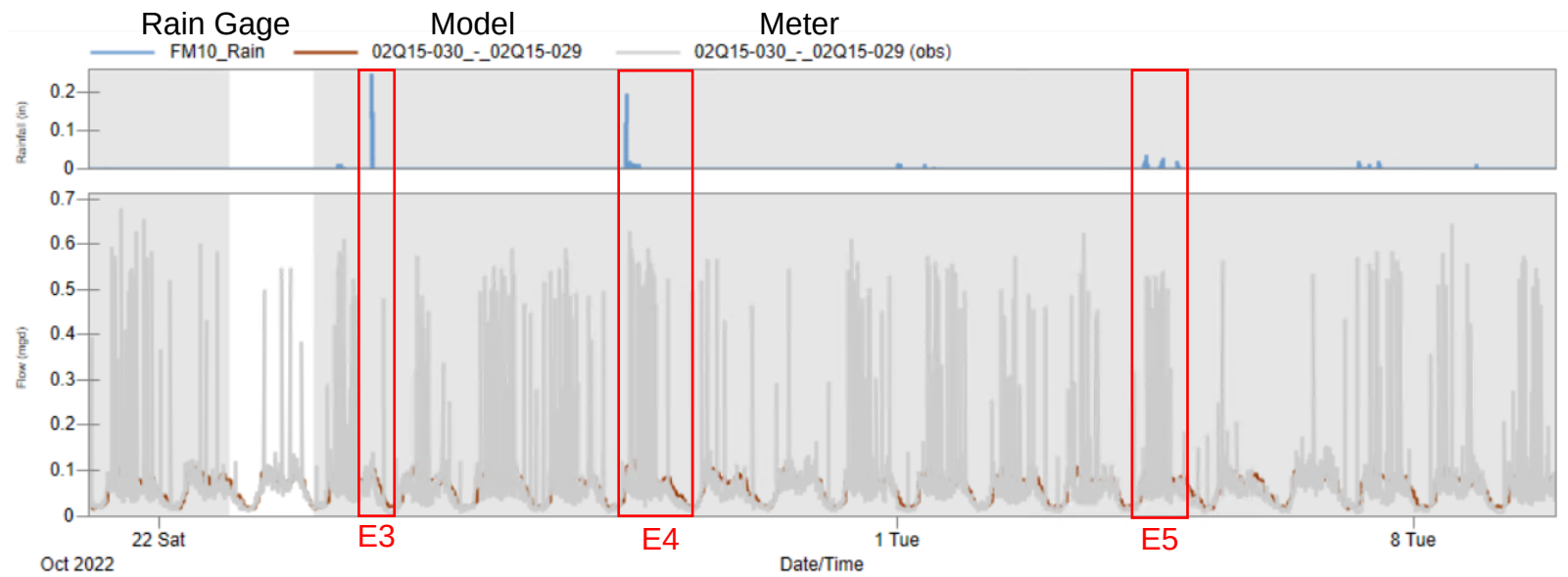
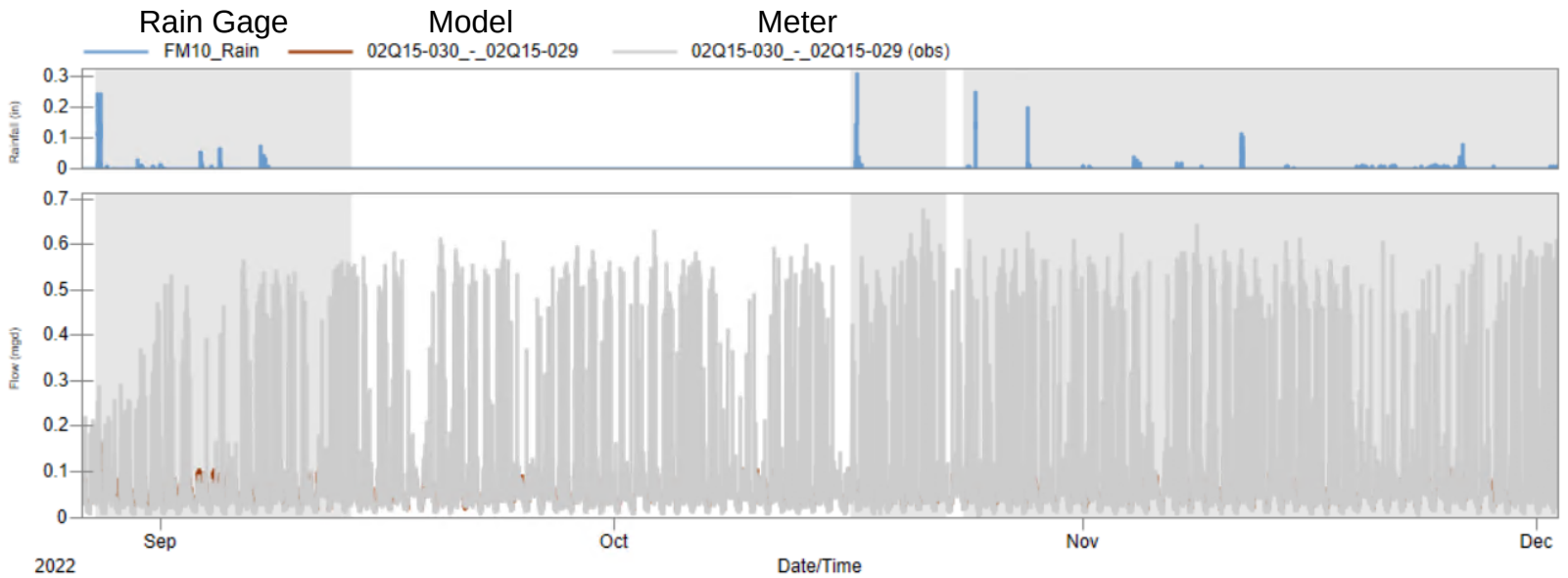
FM09			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.26	0.1867	39%
2	0.5374	0.5217	3%
3	0.1413	0.1244	14%
4	0.396	0.3807	4%
5	0.3153	0.3311	-5%
6	0.5021	0.4506	11%

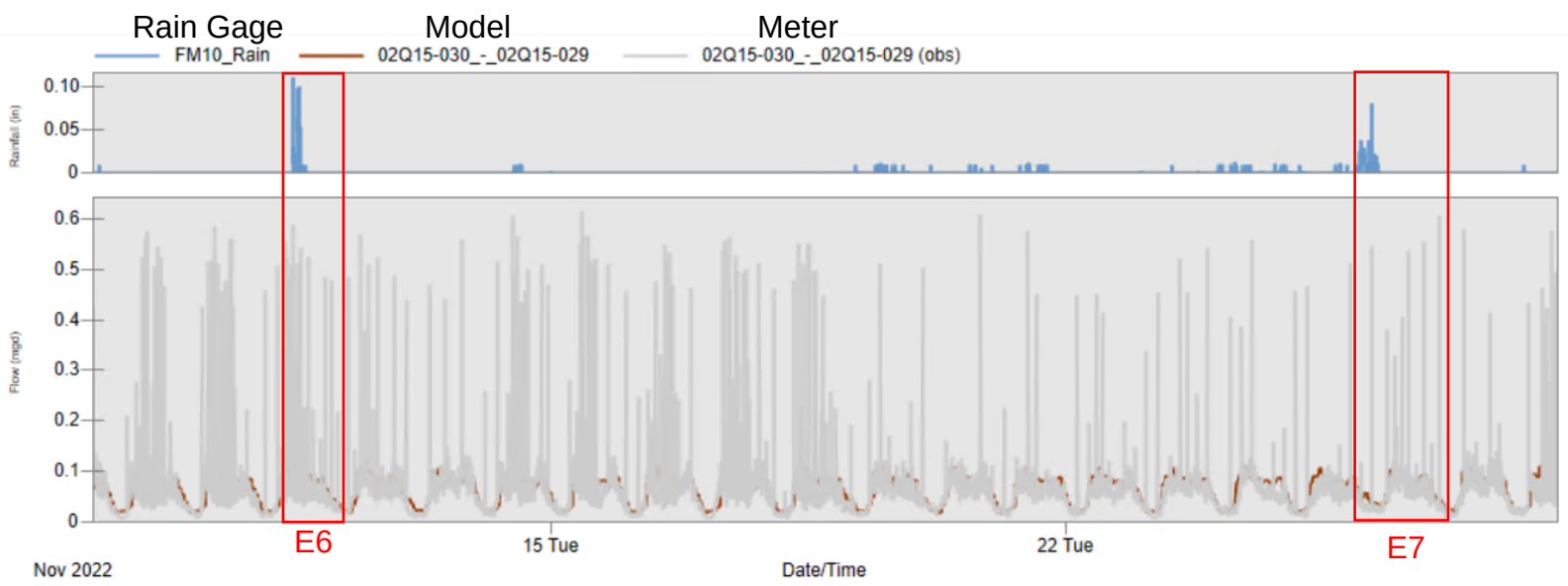
FM09			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	0.5014	0.353	42%
2	0.5894	0.665	-11%
3	0.517	0.451	15%
4	0.5285	0.636	-17%
5	0.5418	0.649	-17%
6	0.5571	0.501	11%



FM10

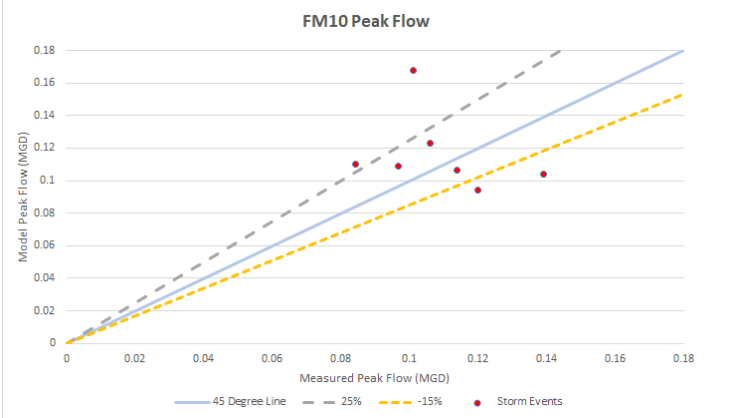
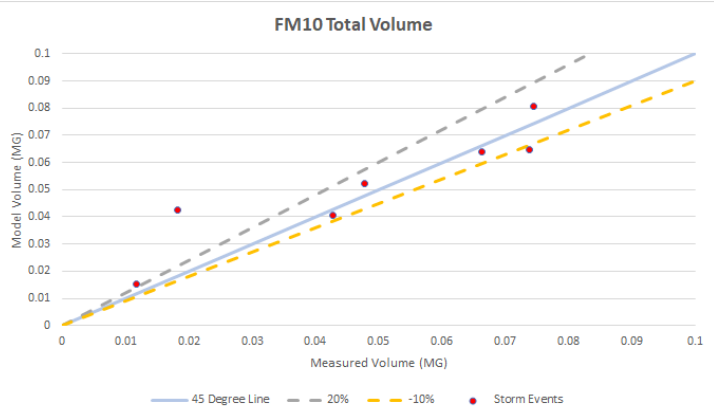
- Random spikes in flow meter data not considered in peak flow comparison between model and meter data



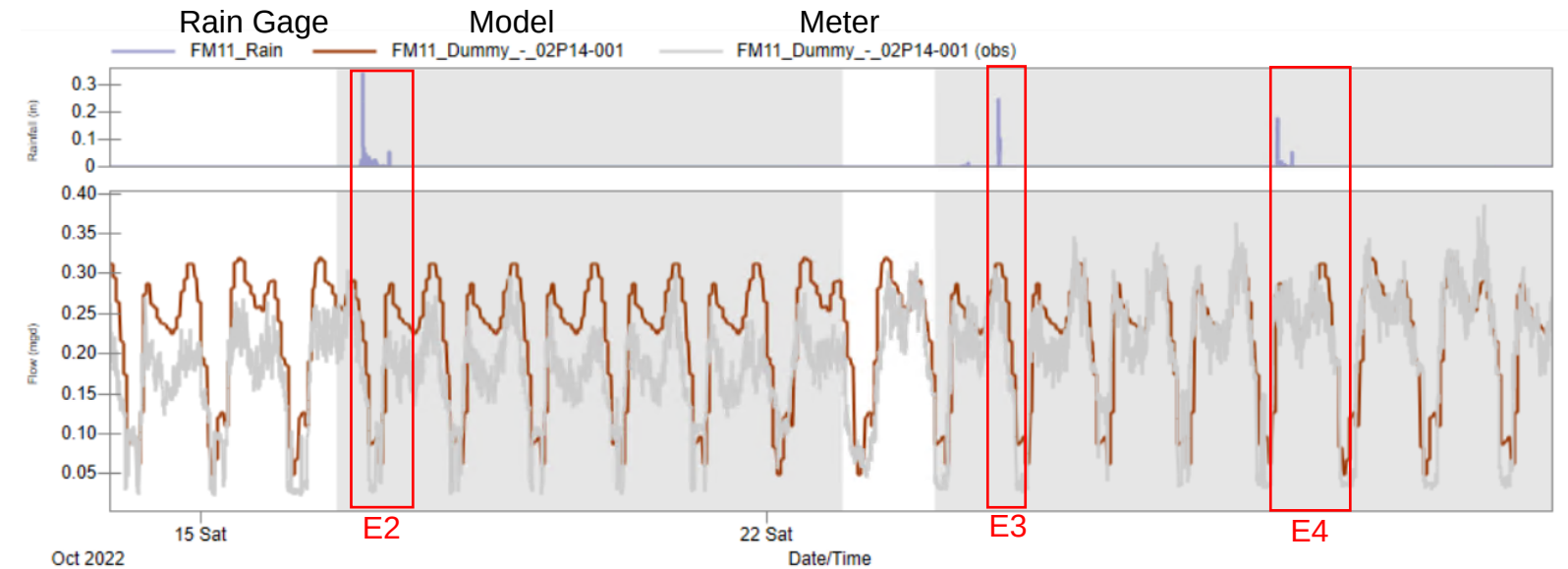
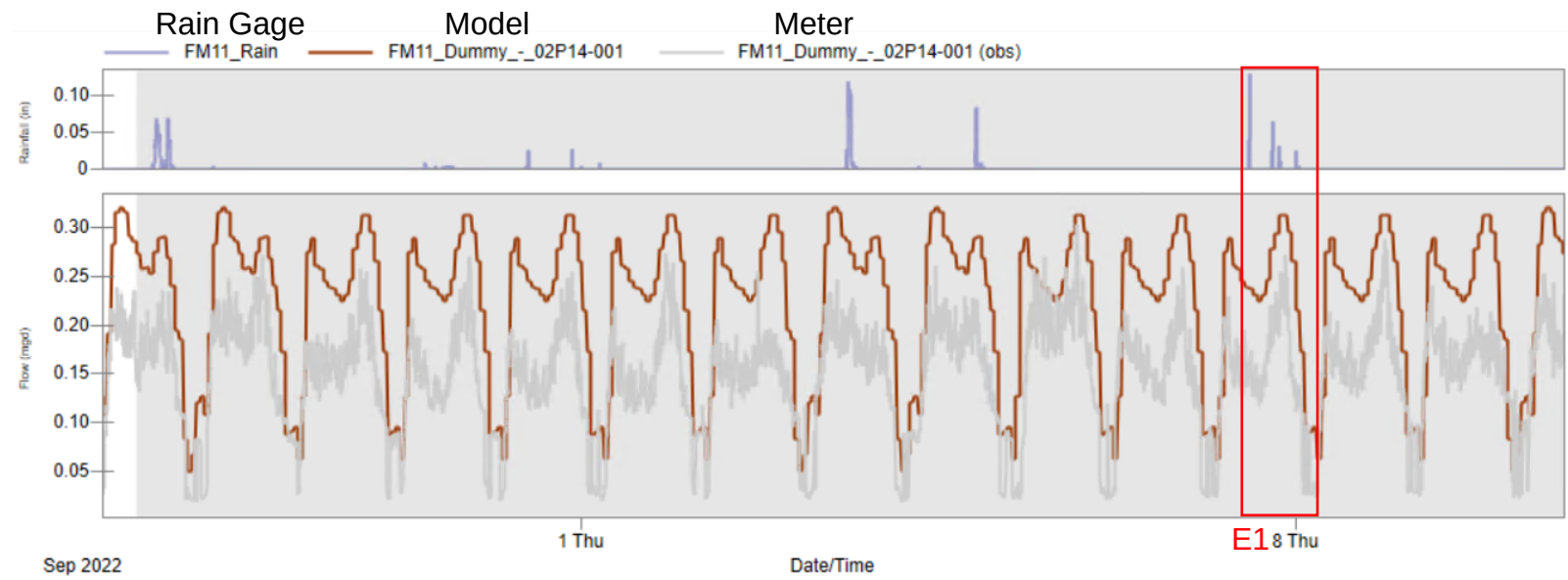
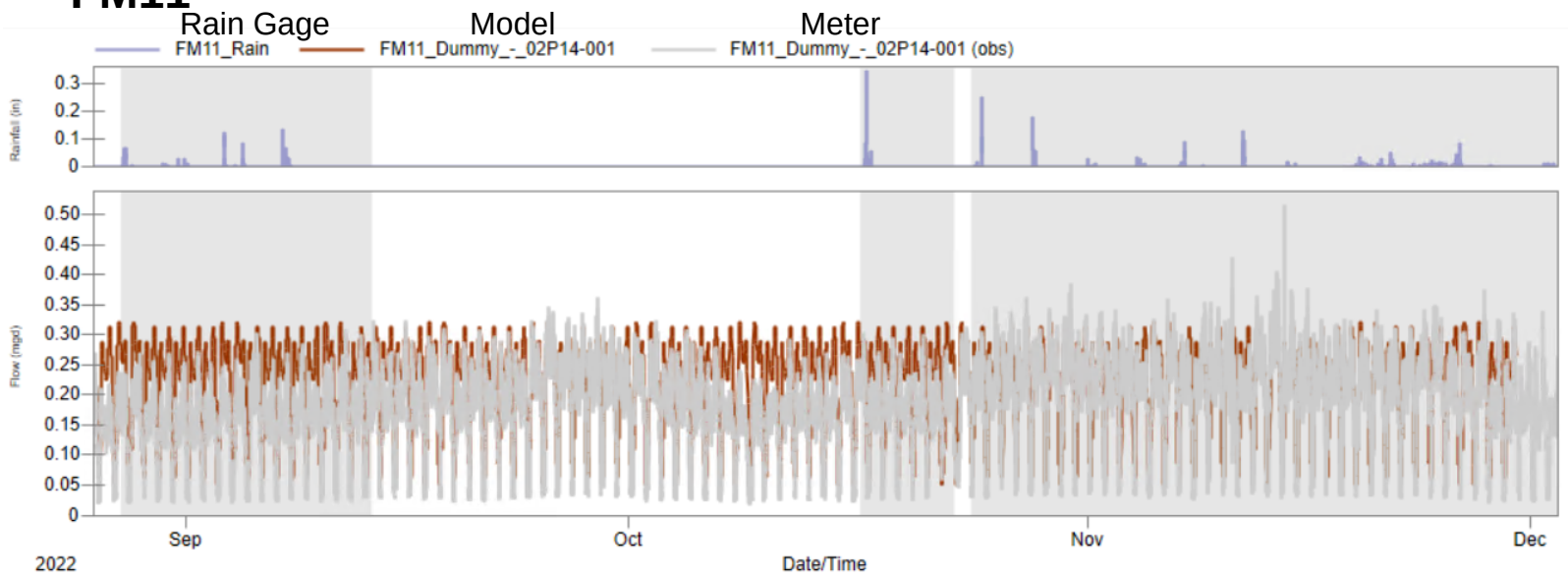


FM10			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.04252	0.01815	134%
2	0.04071	0.0428	-5%
3	0.01523	0.01168	30%
4	0.06486	0.07383	-12%
5	0.0641	0.06629	-3%
6	0.05245	0.04768	10%
7	0.08059	0.07449	8%

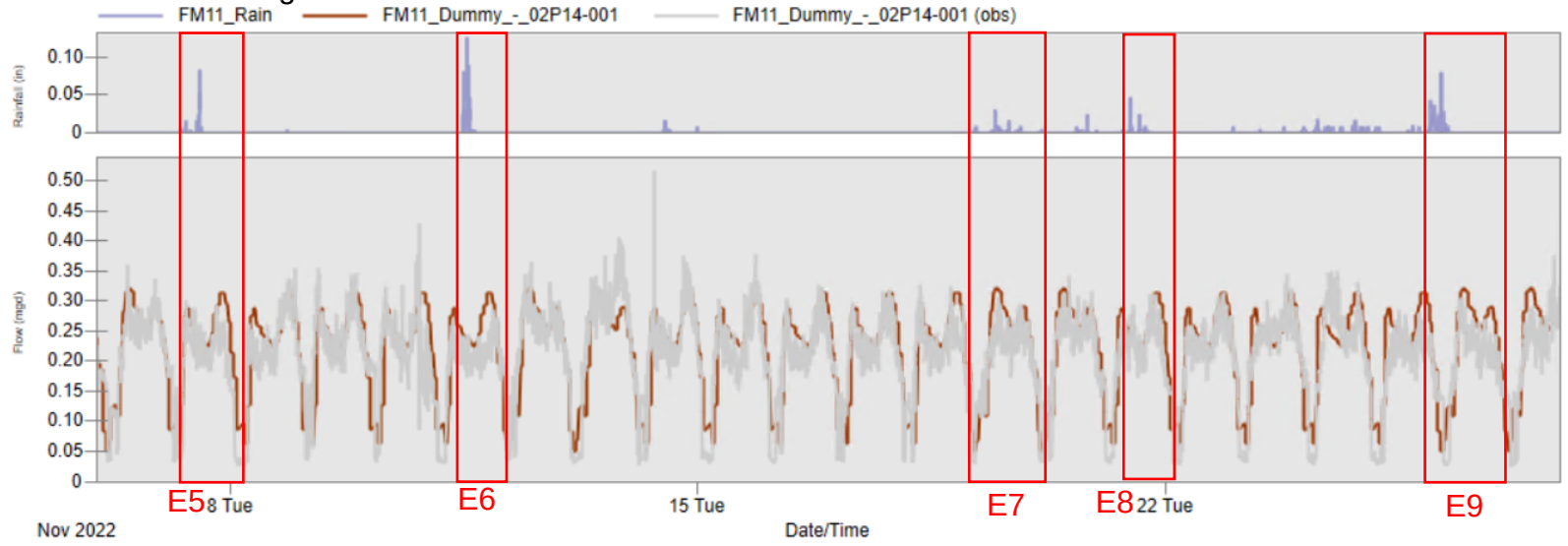
FM10			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	0.1677	0.101	66%
2	0.09398	0.12	-22%
3	0.1038	0.139	-25%
4	0.1228	0.106	16%
5	0.11	0.0843	30%
6	0.1089	0.0967	13%
7	0.1063	0.114	-7%



FM11

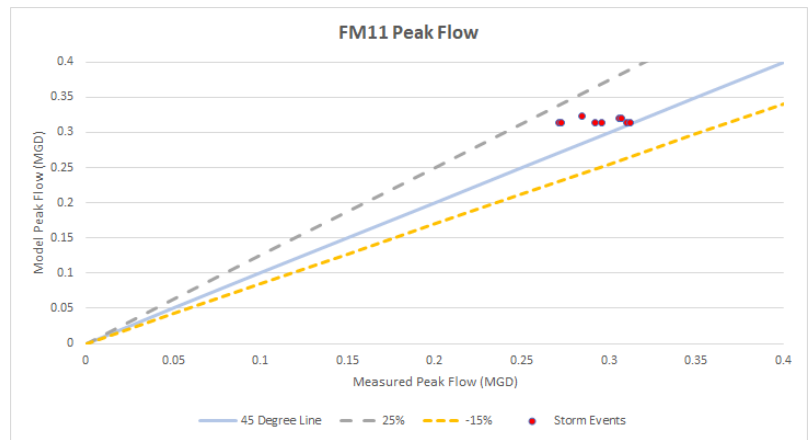
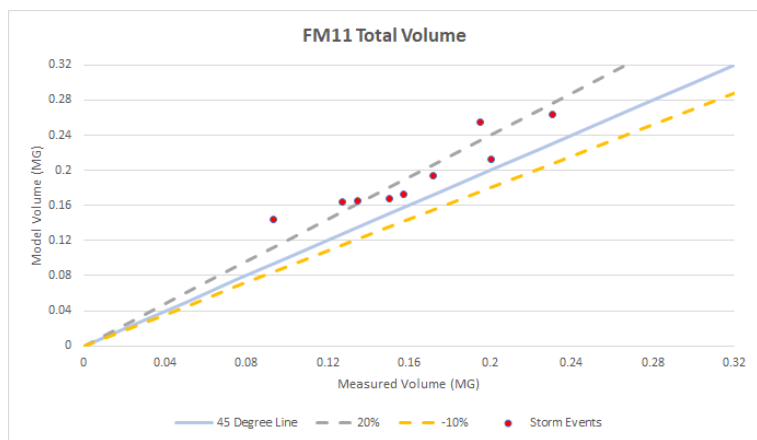


Rain Gage Model Meter



FM11			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.1436	0.09304	54%
2	0.2548	0.195	31%
3	0.1657	0.1346	23%
4	0.2125	0.2002	6%
5	0.1641	0.127	29%
6	0.1681	0.1503	12%
7	0.1939	0.1719	13%
8	0.1724	0.1576	9%
9	0.2631	0.2305	14%

FM11			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	0.3131	0.2713	15%
2	0.3131	0.2724	15%
3	0.3131	0.296	6%
4	0.3131	0.3104	1%
5	0.3131	0.292	7%
6	0.3231	0.2846	14%
7	0.3202	0.3059	5%
8	0.3131	0.3118	0%
9	0.3202	0.307	4%



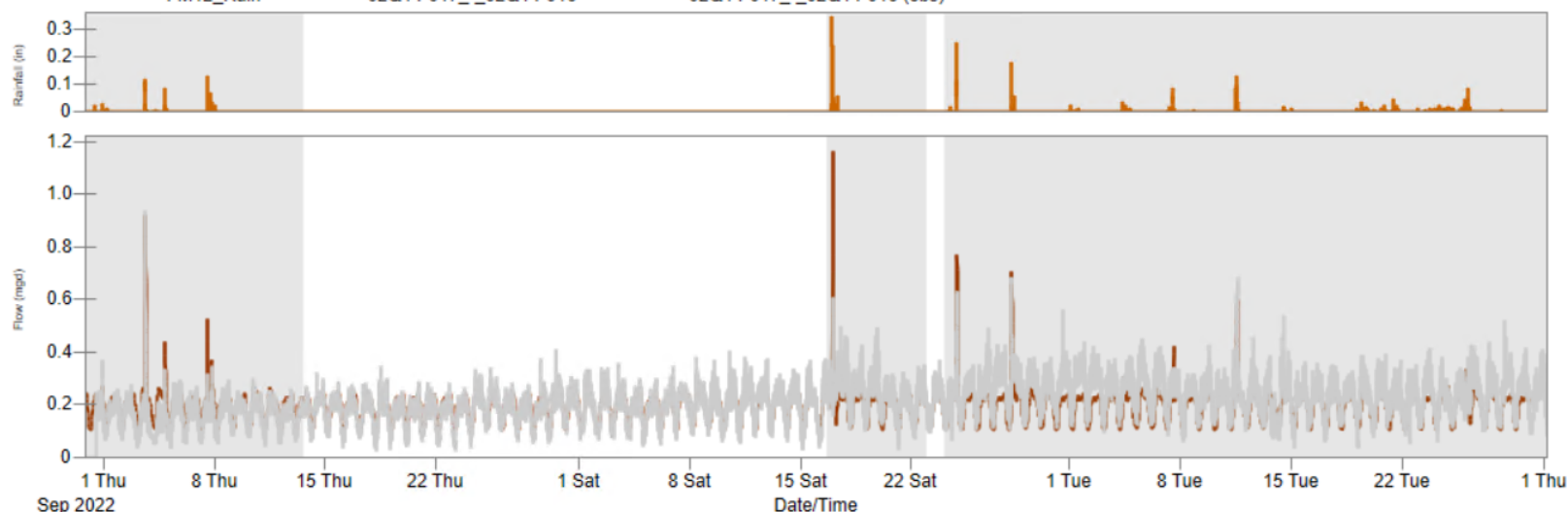
FM12

Rain Gage

Model

Meter

FM12_Rain 02Q14-017_-_02Q14-016 02Q14-017_-_02Q14-016 (obs)

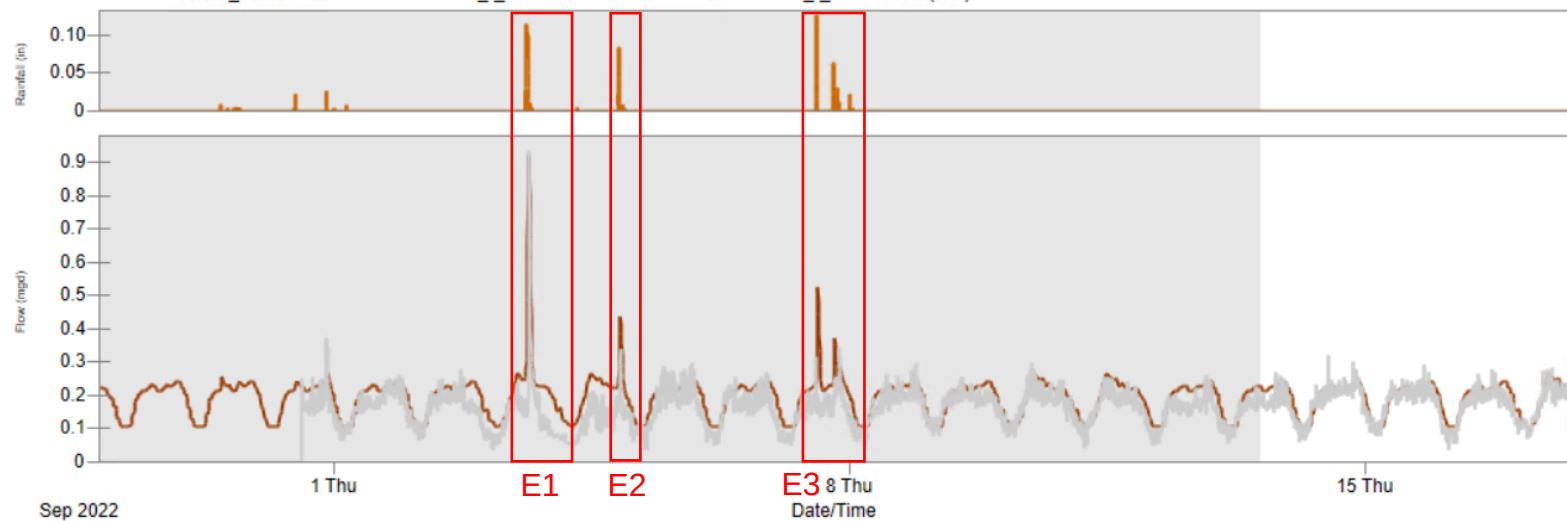


Rain Gage

Model

Meter

FM12_Rain 02Q14-017_-_02Q14-016 02Q14-017_-_02Q14-016 (obs)

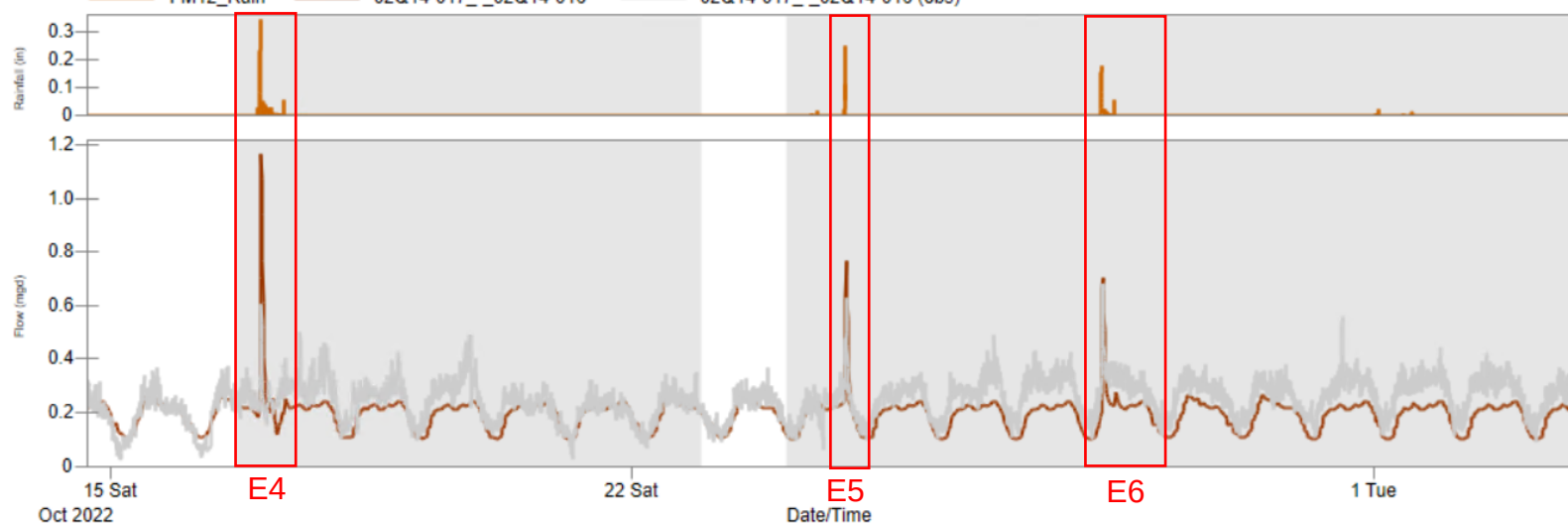


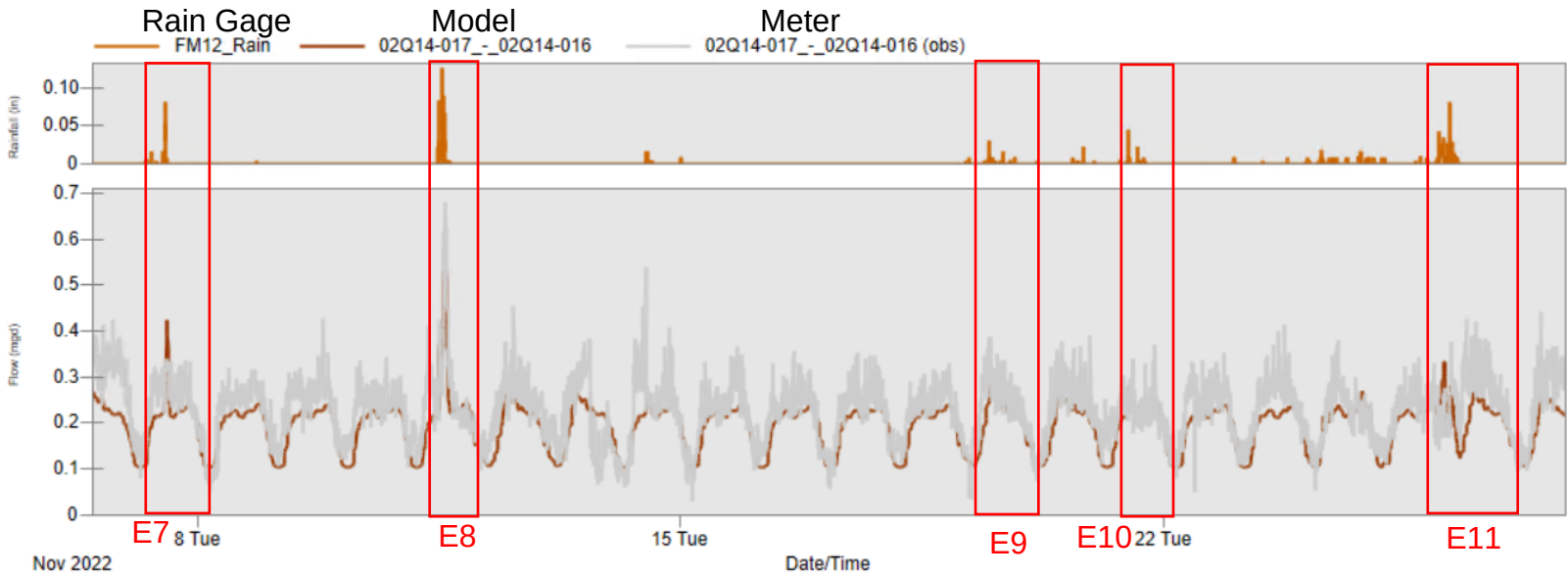
Rain Gage

Model

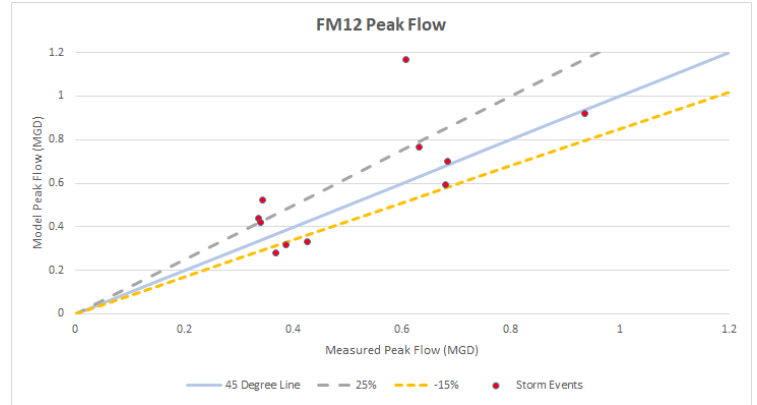
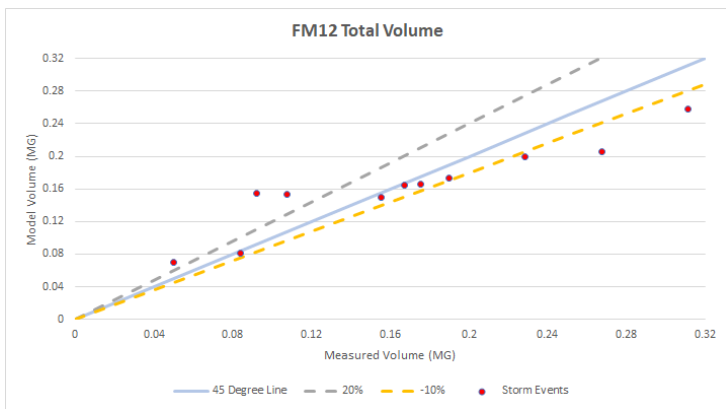
Meter

FM12_Rain 02Q14-017_-_02Q14-016 02Q14-017_-_02Q14-016 (obs)





FM12				FM12			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference	Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	0.154	0.09208	67%	1	0.9183	0.935	-2%
2	0.07048	0.04971	42%	2	0.4369	0.336	30%
3	0.153	0.1074	42%	3	0.5225	0.344	52%
4	0.1652	0.1755	-6%	4	1.166	0.607	92%
5	0.08064	0.08385	-4%	5	0.7663	0.631	21%
6	0.206	0.2675	-23%	6	0.7024	0.683	3%
7	0.1995	0.2285	-13%	7	0.4216	0.3395	24%
8	0.164	0.1671	-2%	8	0.5951	0.679	-12%
9	0.1731	0.1899	-9%	9	0.3186	0.3867	-18%
10	0.1498	0.1555	-4%	10	0.2816	0.3677	-23%
11	0.2585	0.3113	-17%	11	0.3333	0.4252	-22%



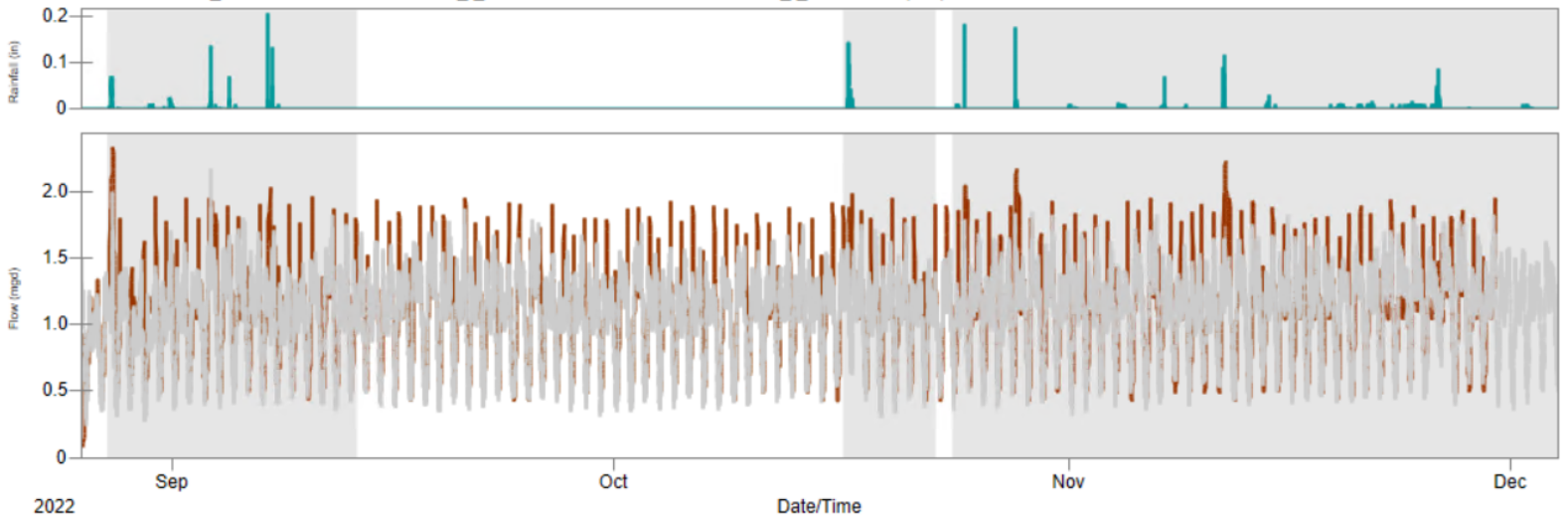
FM13

Rain Gage

Model

Meter

FM13_Rain 02R14-002_-_02R14-001 02R14-002_-_02R14-001 (obs)

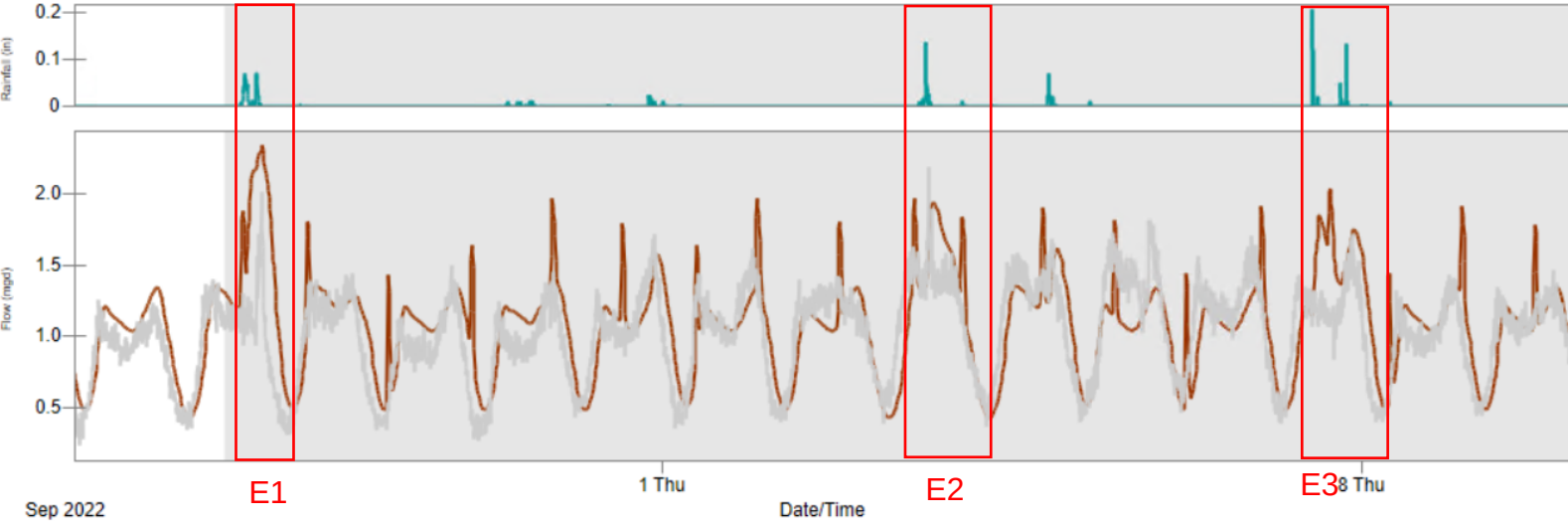


Rain Gage

Model

Meter

FM13_Rain 02R14-002_-_02R14-001 02R14-002_-_02R14-001 (obs)

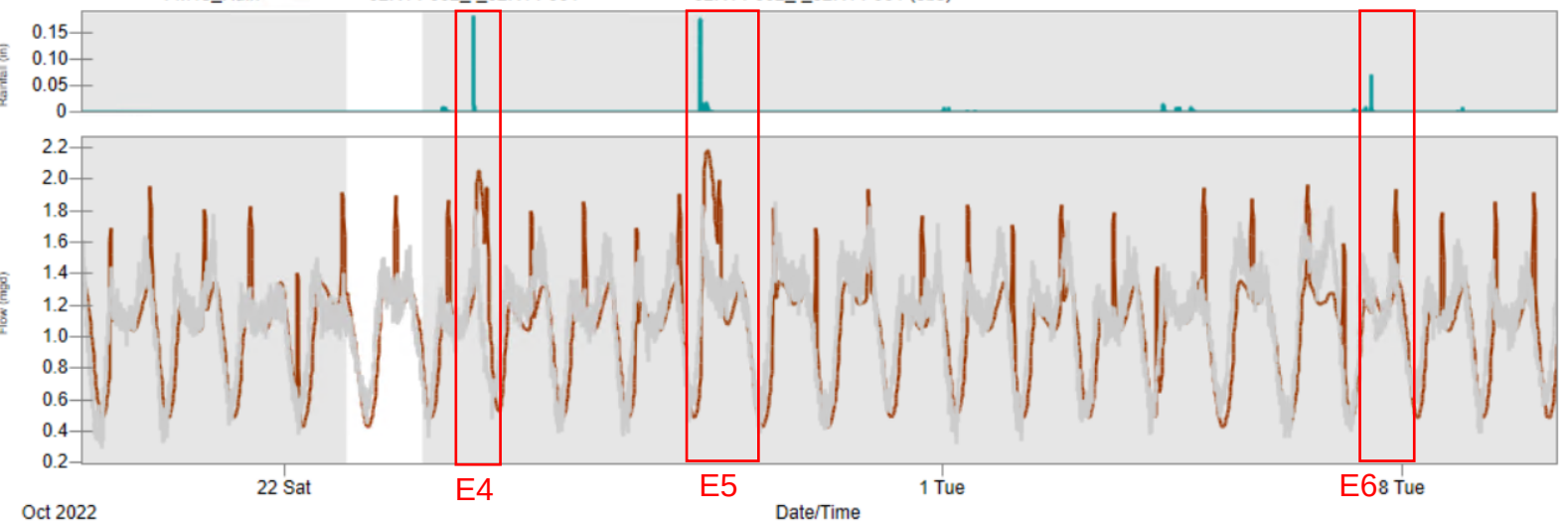


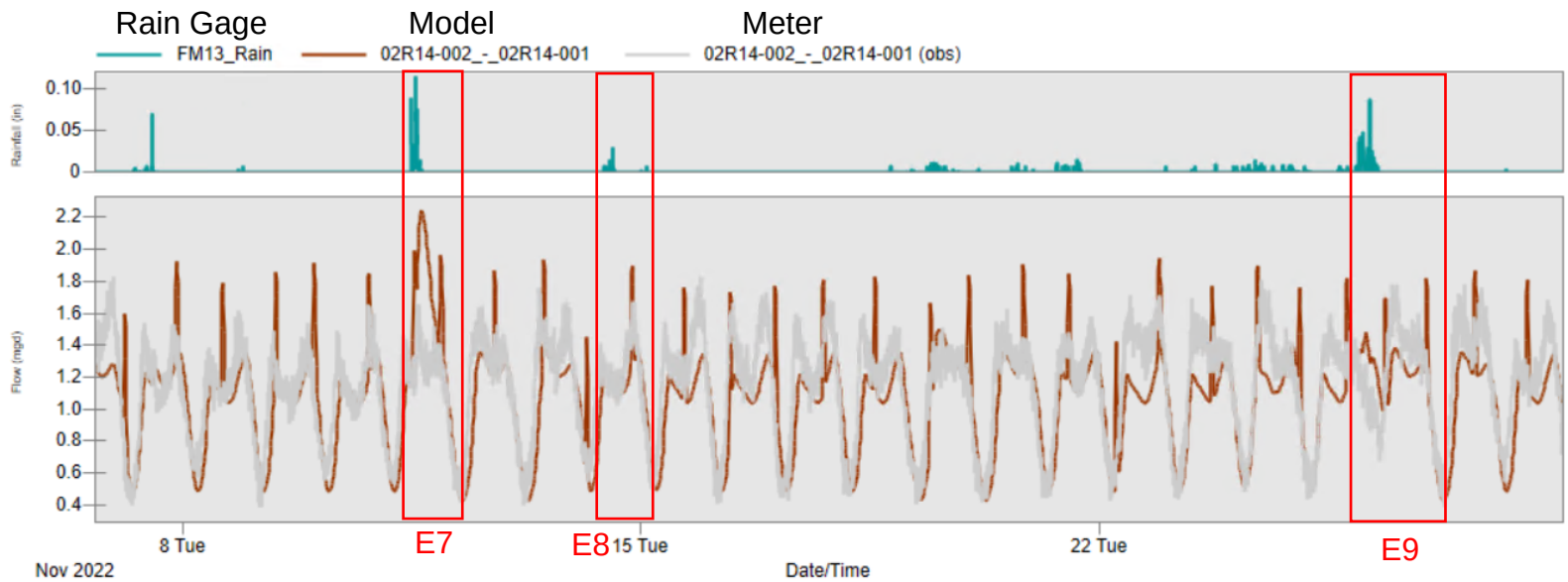
Rain Gage

Model

Meter

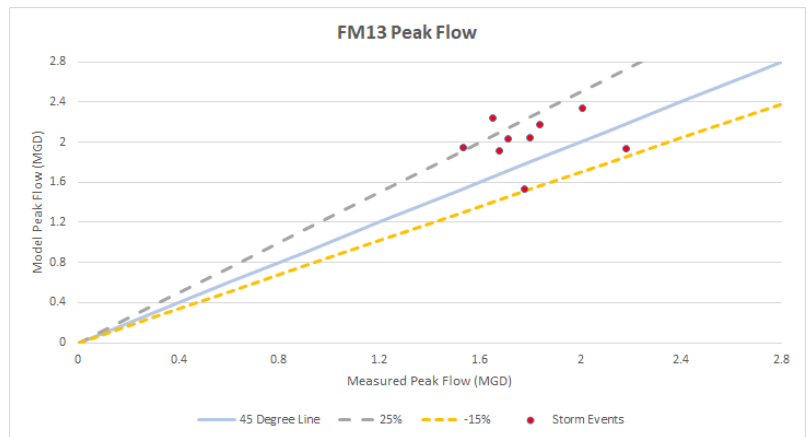
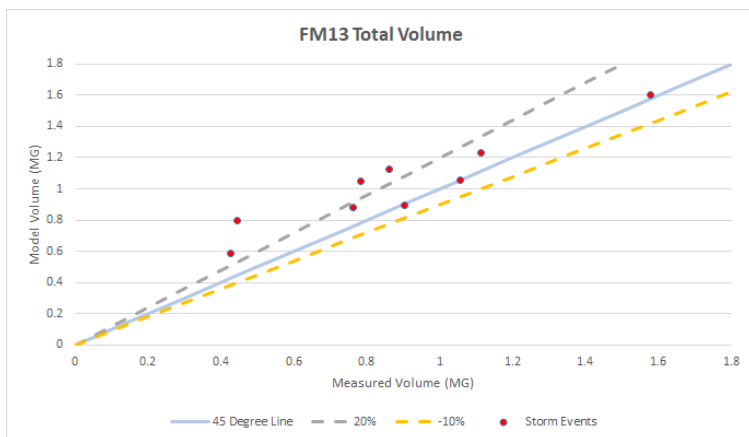
FM13_Rain 02R14-002_-_02R14-001 02R14-002_-_02R14-001 (obs)



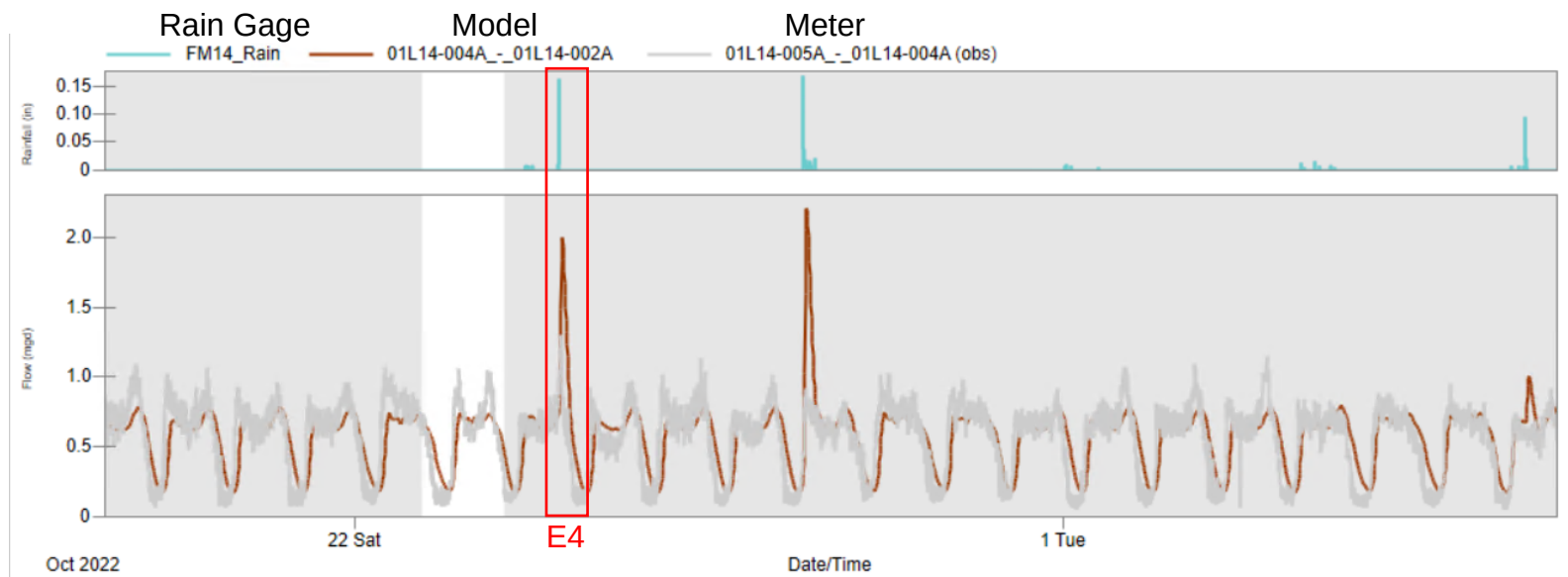
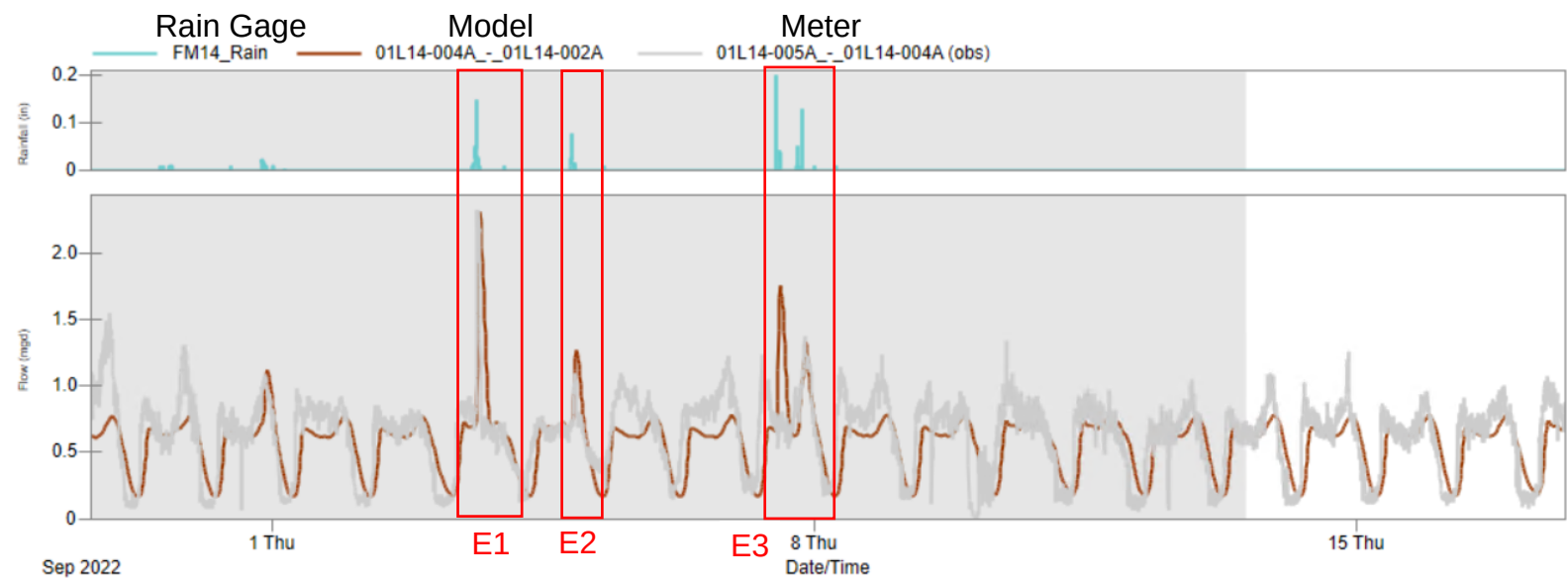
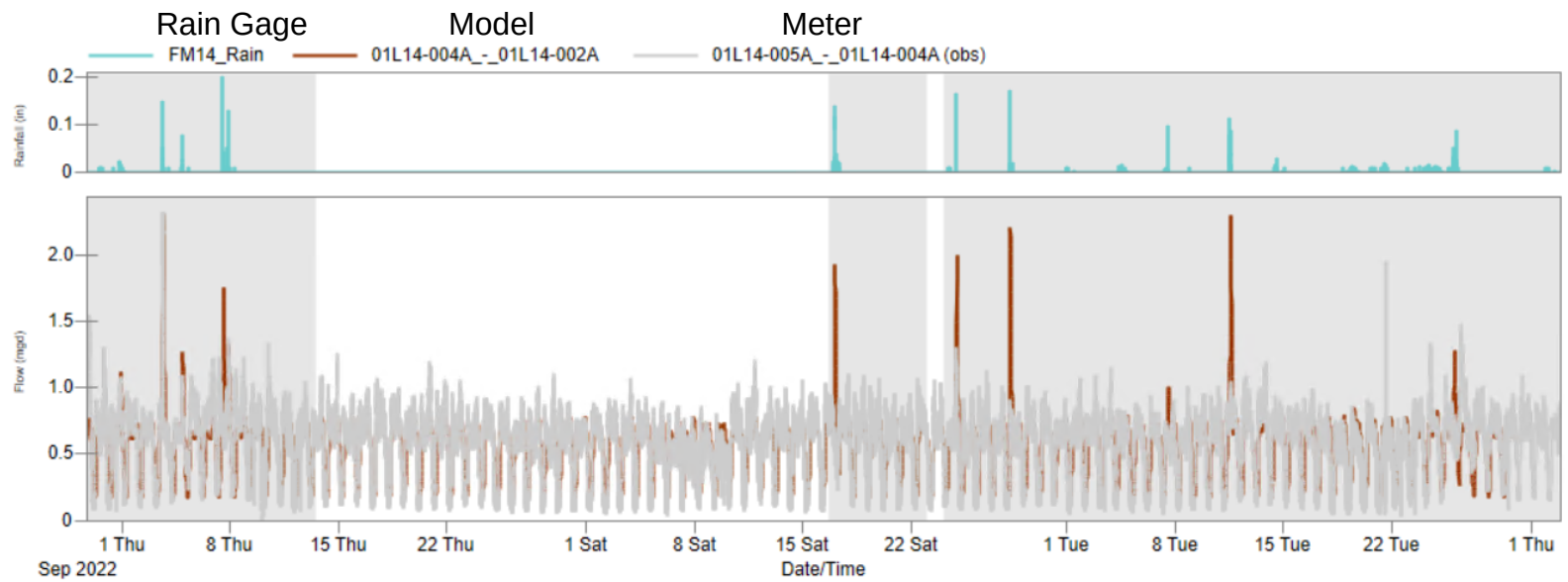


FM13			
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.7951	0.4453	79%
2	0.8826	0.7628	16%
3	1.048	0.7838	34%
4	0.584	0.4258	37%
5	1.231	1.113	11%
6	1.054	1.056	0%
7	1.129	0.8628	31%
8	0.8968	0.9046	-1%
9	1.604	1.58	2%

FM13			
Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	2.34	2.01	16%
2	1.939	2.184	-11%
3	2.037	1.712	19%
4	2.049	1.801	14%
5	2.178	1.837	19%
6	1.949	1.535	27%
7	2.242	1.652	36%
8	1.911	1.676	14%
9	1.532	1.776	-14%



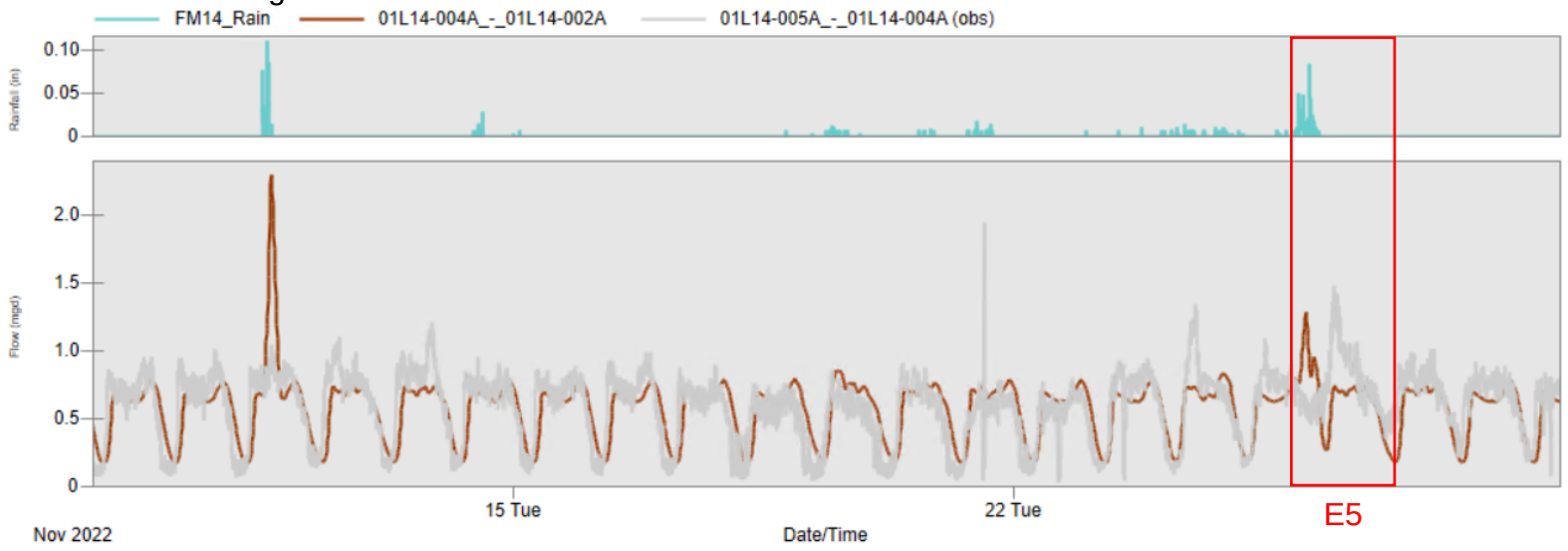
FM14



Rain Gage

Model

Meter

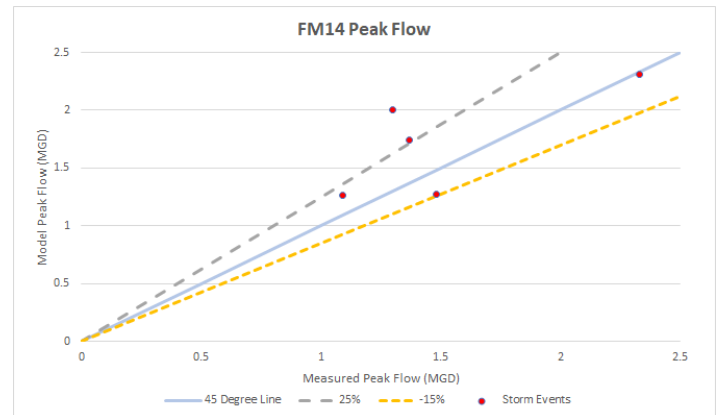
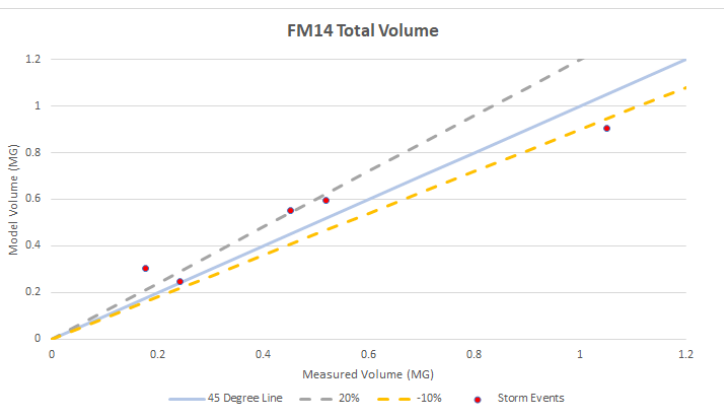


FM14

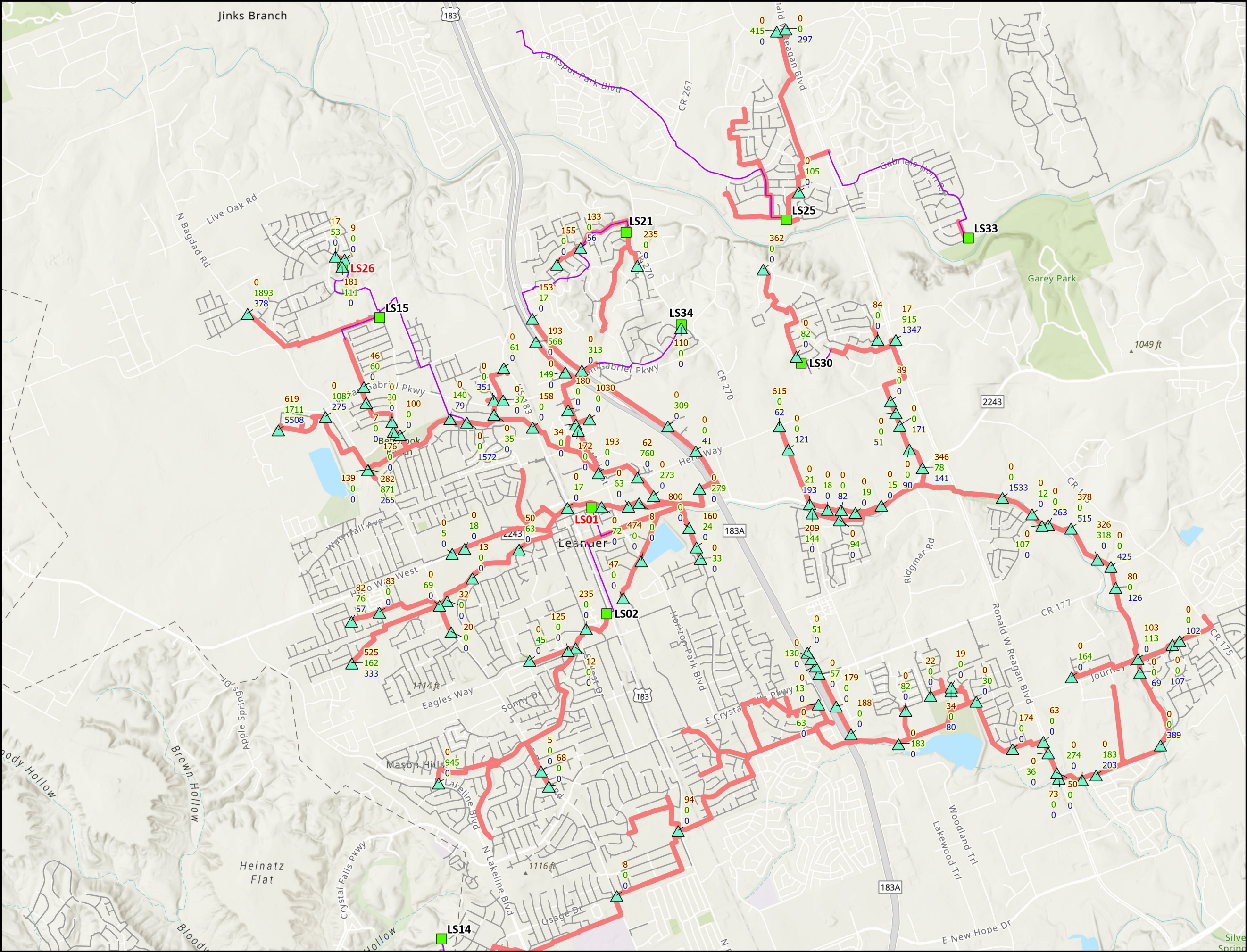
Event	Model Volume (MG)	Meter Volume (MG)	% Difference
1	0.5534	0.4523	22%
2	0.2447	0.2431	1%
3	0.5948	0.5184	15%
4	0.3034	0.1773	71%
5	0.9043	1.051	-14%

FM14

Event	Model Peak Flow (MGD)	Meter Peak Flow (MGD)	% Difference
1	2.31	2.33	-1%
2	1.265	1.09	16%
3	1.747	1.37	28%
4	2.002	1.3	54%
5	1.277	1.48	-14%



Appendix D: Future Growth Exhibits



**City of Leander
Williamson County, TX**

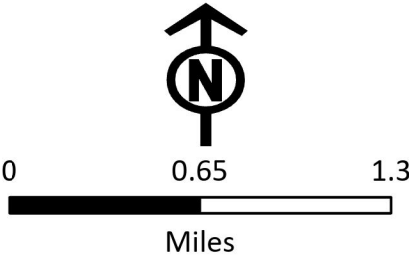
**FUTURE
GROWTH LUE EXHIBIT**



Legend

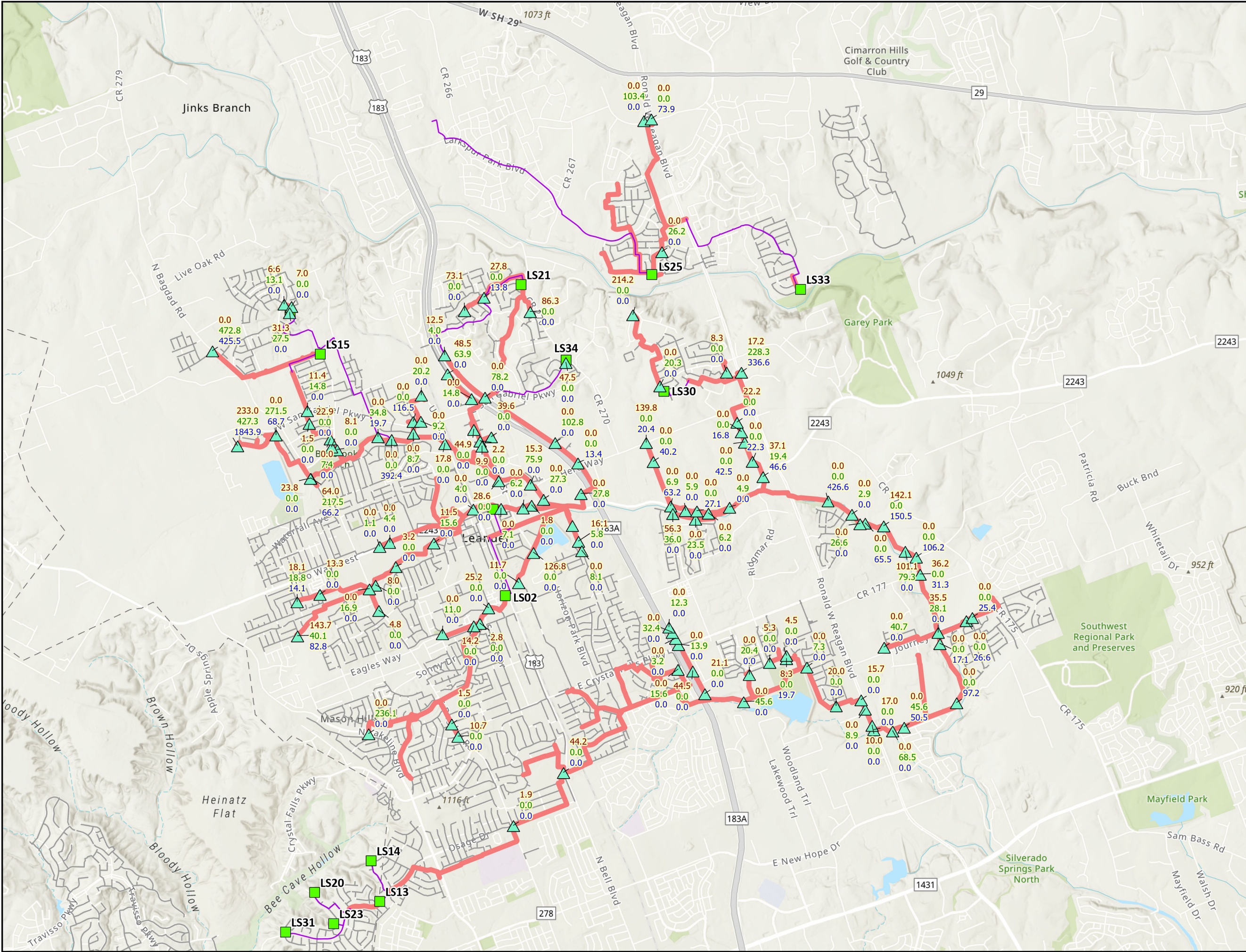
- Modeled Wastewater Line
- Modeled Force Main
- Modeled Lift Station
- Sewer Main
- Future Connections
 - 5-yr LUEs¹
 - 10-yr LUEs¹
 - 20-yr LUEs¹

1 - These values are incremental and represent the increase in Living Unit Equivalents (LUEs) for the 5, 10, and 20-year time horizons



Date: 4/24/2024





**City of Leander
Williamson County, TX**

**FUTURE GROWTH
SEWERSHED AREA EXHIBIT**



Legend

- Modeled Wastewater Line
- Modeled Lift Station
- Modeled Force Main
- Sewer Main
- Future Connections
- 5-yr Sewershed Acreage¹
- 10-yr Sewershed Acreage¹
- 20-yr Sewershed Acreage¹

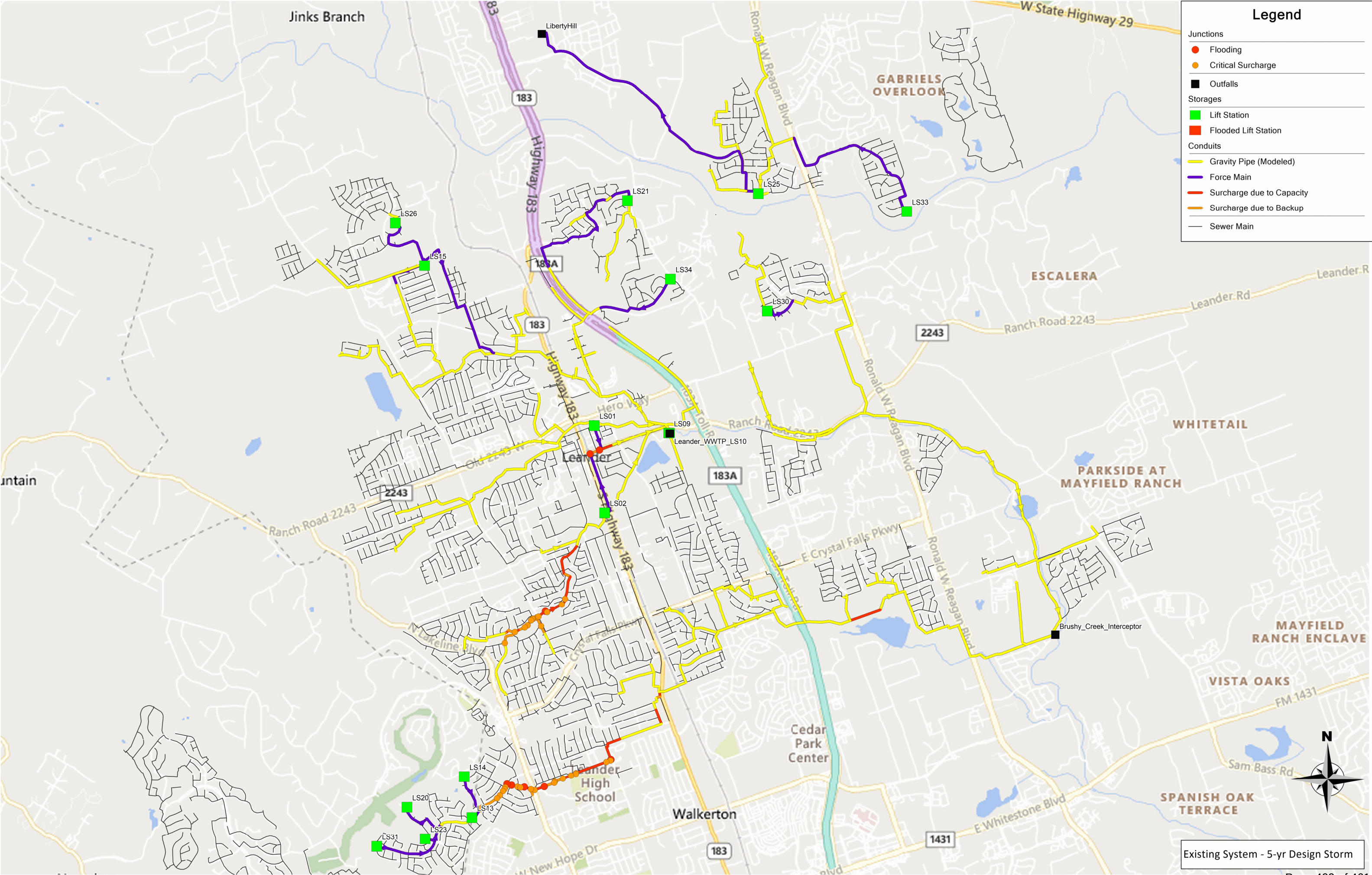
1 - These values are incremental and represent the increase in sewershed area, in acres, for the 5, 10, and 20-year time horizons

Miles

Date: 4/24/2024



Appendix E: Design Storm Modeling Results (PCSWMM)



Legend

Junctions

●

 Flooding

●

 Critical Surge

■

 Outfalls

Storages

■

 Lift Station

■

 Flooded Lift Station

Conduits

—

 Gravity Pipe (Modeled)

—

 Force Main

—

 Surge due to Capacity

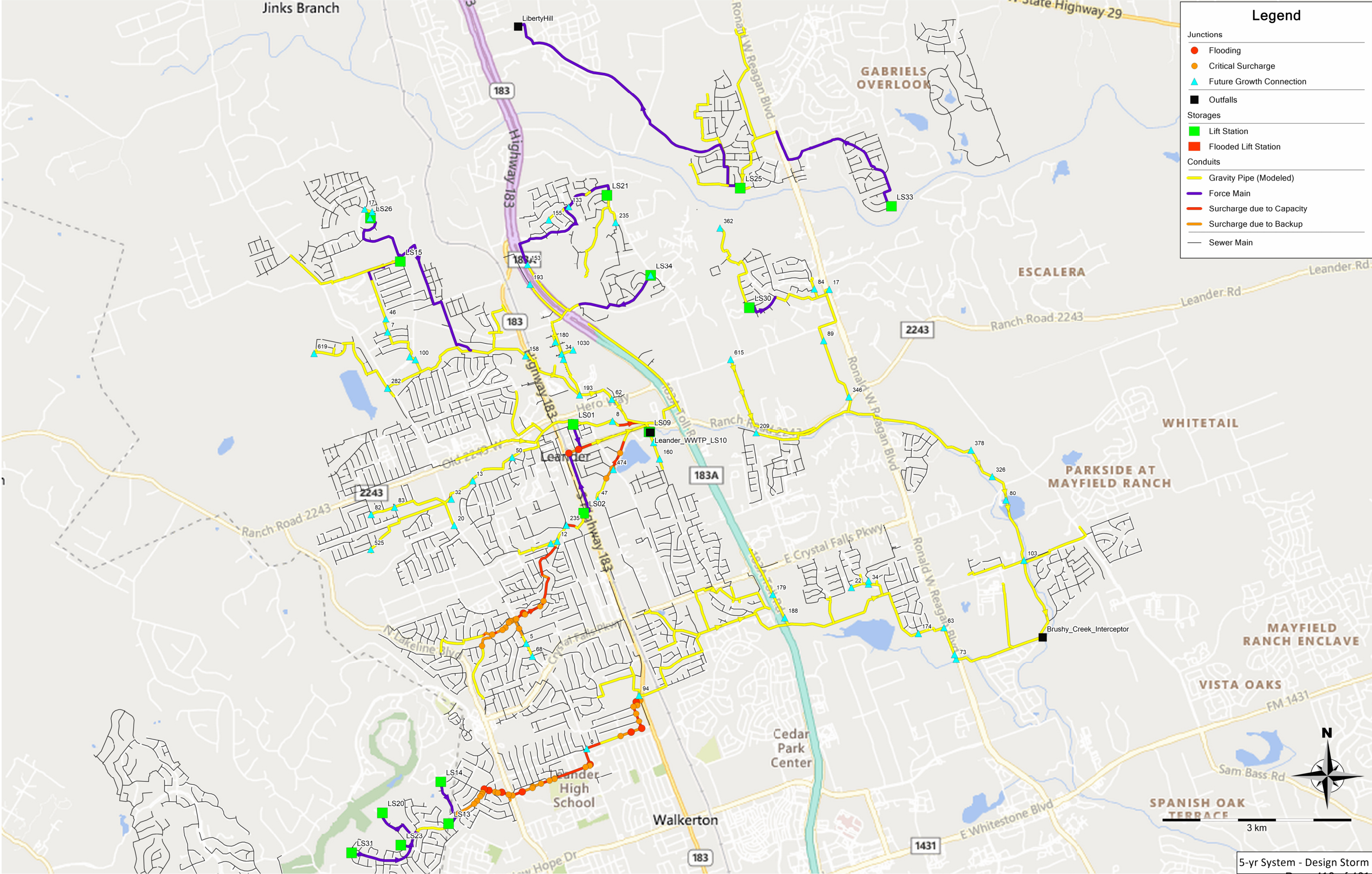
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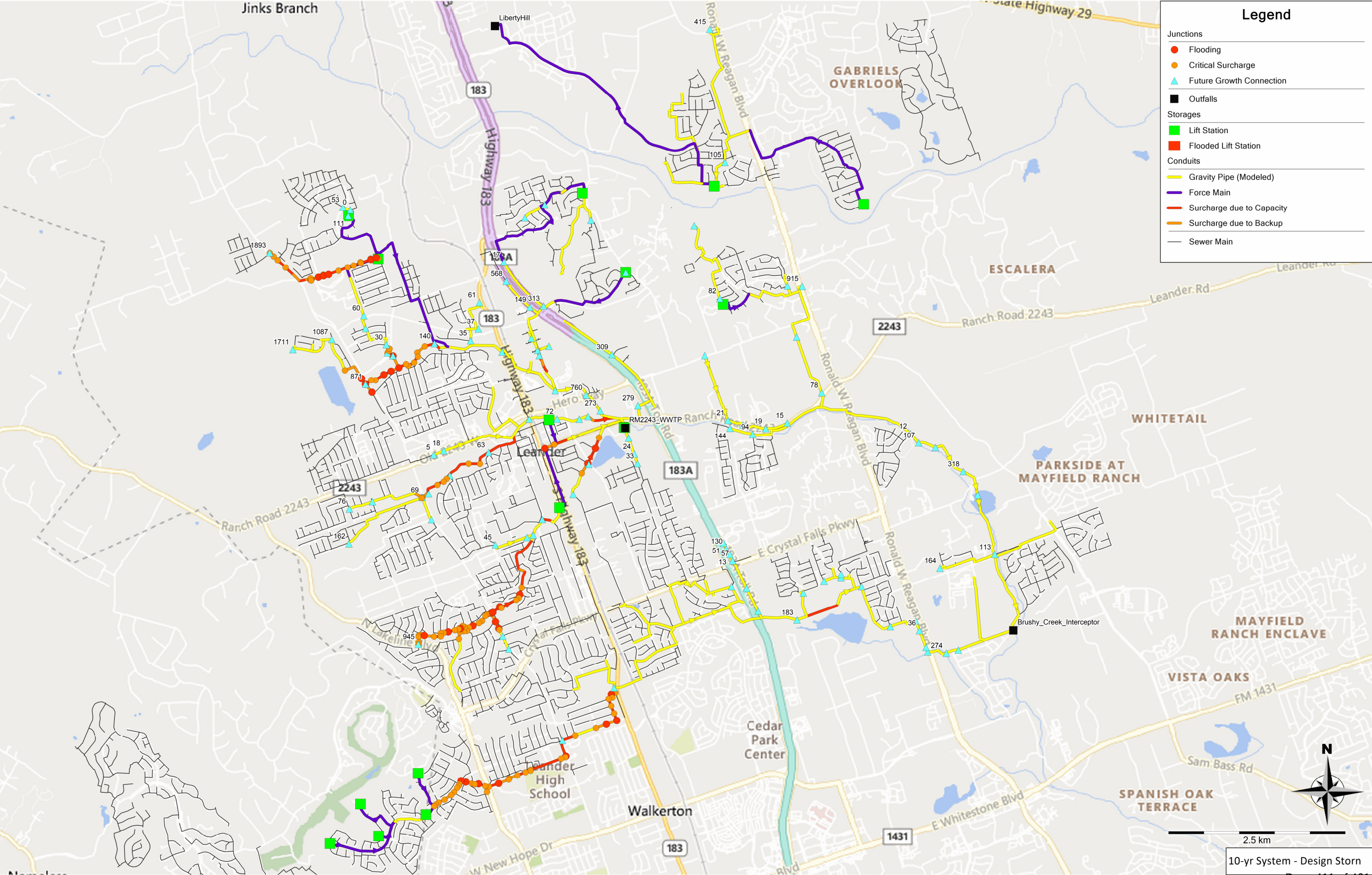
 Surge due to Backup

—

 Sewer Main

Existing System - 5-yr Design Storm





Legend

Junctions

Flooding

Critical Surcharge

Future Growth Connection

Outfalls

Storages

Lift Station

Flooded Lift Station

Conduits

Gravity Pipe (Modeled)

Force Main

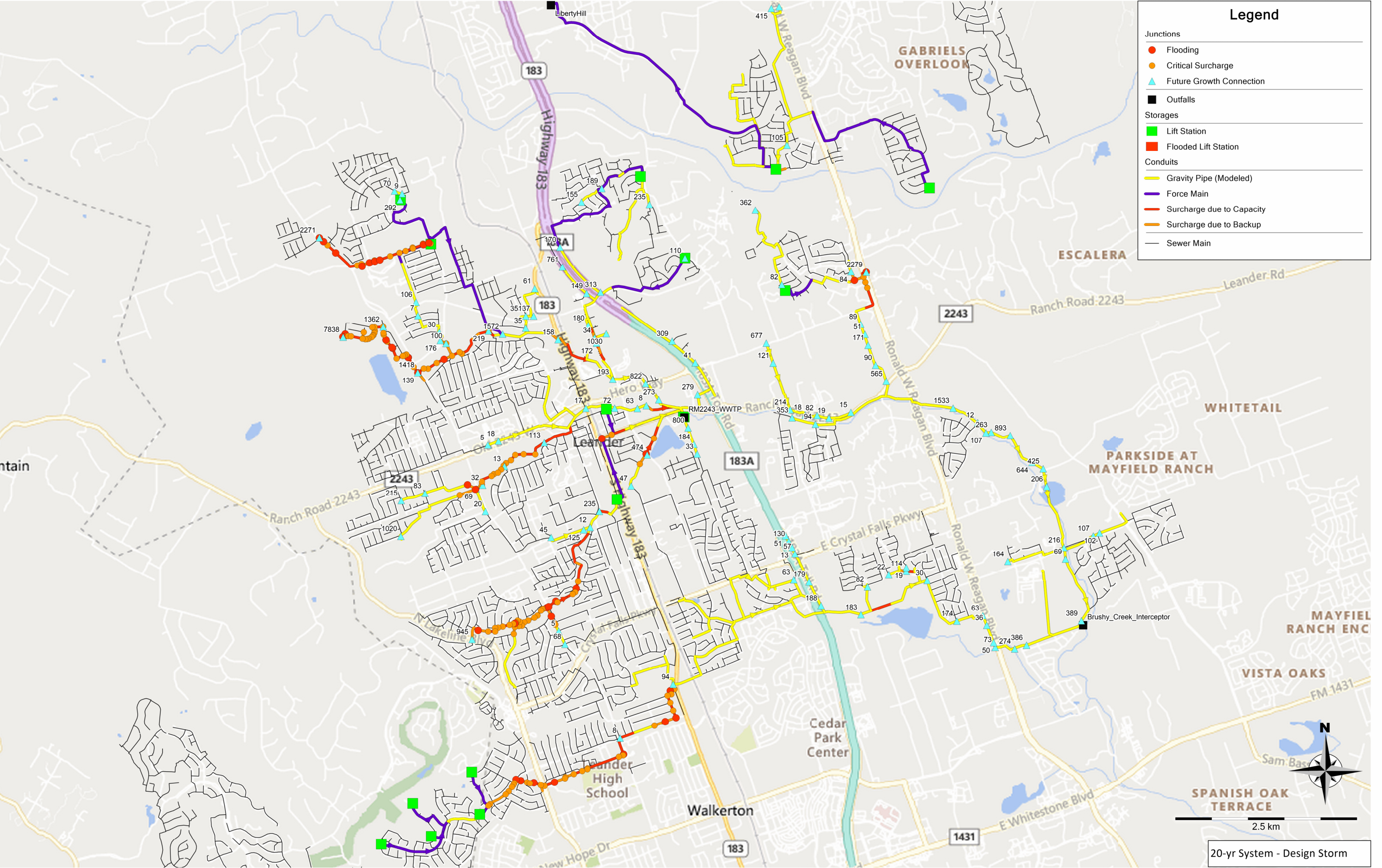
Surcharge due to Capacity

Surcharge due to Backup

Sewer Main

10-yr System - Design Storn

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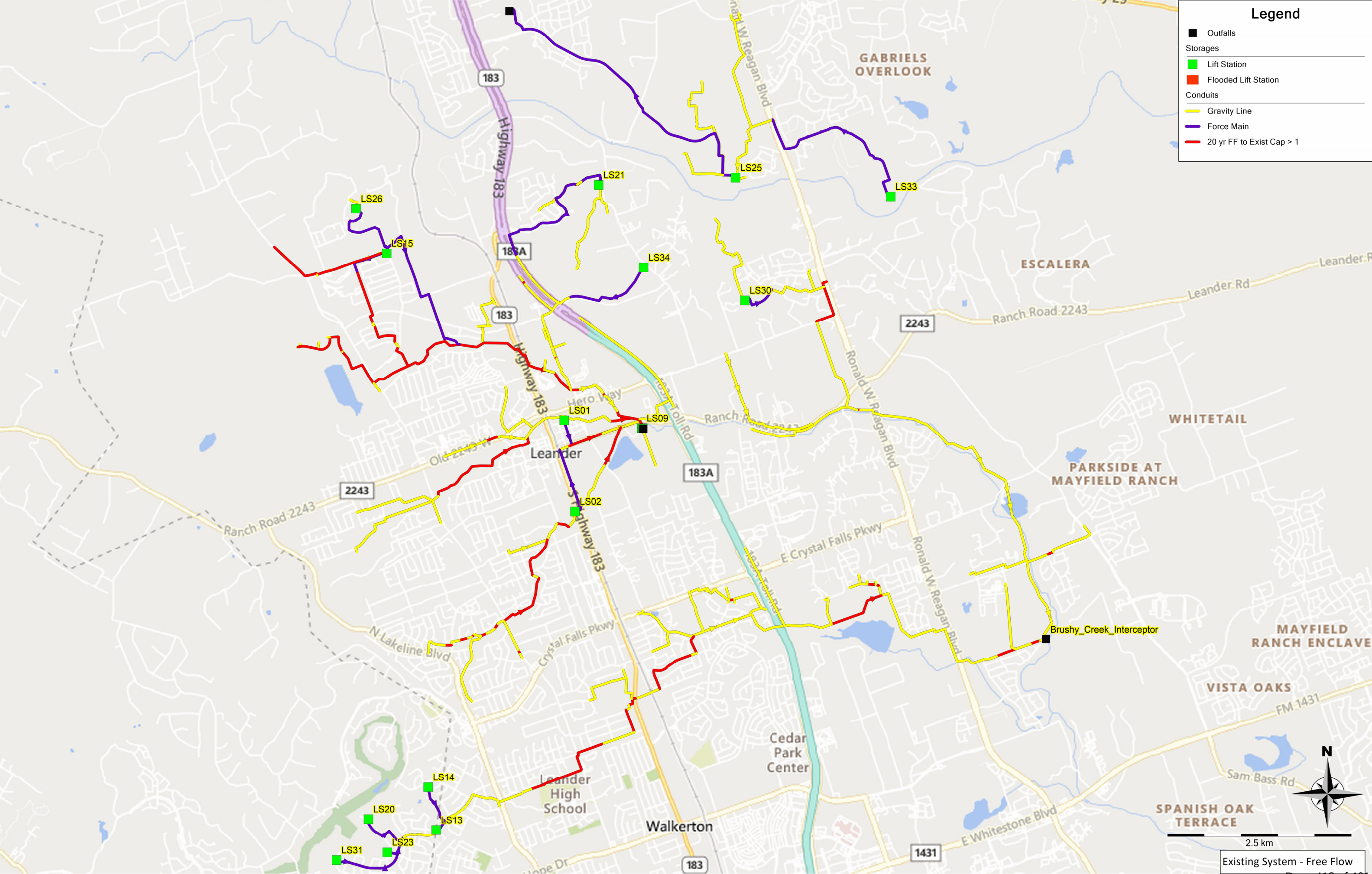
Legend

- Junctions
- Flooding
 - Critical Surcharge
 - Future Growth Connection
- Outfalls
- Outfalls
- Storages
- Lift Station
 - Flooded Lift Station
- Conduits
- Gravity Pipe (Modeled)
 - Force Main
 - Surcharge due to Capacity
 - Surcharge due to Backup
 - Sewer Main

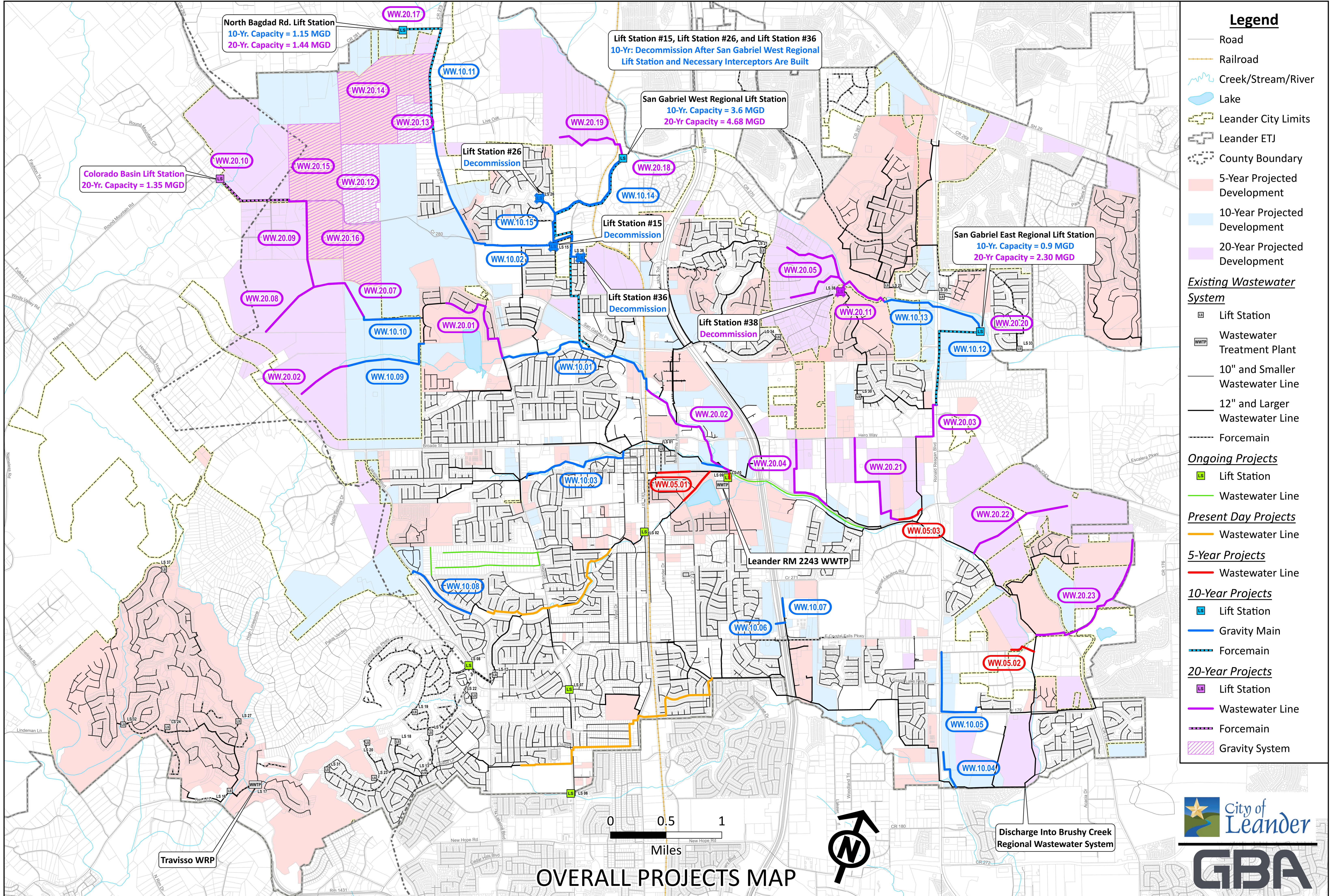


2.5 km

20-yr System - Design Storm



Appendix F: Overall Projects Map (24" x 36")



Appendix G: Overall Project List

Leander, TX
Collection System Master Plan
Table 6-2: Overall Project List

Project ID	Infrastructure Type	Time Horizon	FY24 CIP Project ID	Project Name	Type of Improvement	Pipe Diameter (in) ¹	Total Length of Pipe (ft)	Lift Station Flow Rate (mgd)	Planning-Level Construction OPCC without Contingency	Construction Contingency (30%)	Planning-Level Construction OPCC with Contingency	Engineering & Survey (20%)	ROW Acquisition	Planning-Level Capital Cost (OPCC with Contingency + Engr./Survey + ROW Acq.) ²
WW.00.01	Existing/Relief	Present Day	-	Block House Interceptor	Exist. Gravity Relief/Upsizing	21"-24"	13,020	-	\$ 11,327,000	\$ 3,398,000	\$ 14,725,000	\$ 2,945,000	\$ -	\$ 17,670,000
WW.00.02	Existing/Relief	Present Day	-	Mason Creek Interceptor	Exist. Gravity Relief/Upsizing	15"-24"	8,170	-	\$ 6,597,000	\$ 1,979,000	\$ 8,576,000	\$ 1,715,000	\$ -	\$ 10,291,000
WW.05.01	Existing/Relief	5-Year	-	Horizon Lake Interceptor	Exist. Gravity Relief/Upsizing	18"-36"	3,660	-	\$ 3,617,000	\$ 1,085,000	\$ 4,702,000	\$ 940,000	\$ -	\$ 5,642,000
WW.05.02	New/Extension	5-Year	-	Lonestar Landing WW Improvements	New Gravity to Serve Growth	8"	1,225	-	\$ 620,000	\$ 186,000	\$ 806,000	\$ 161,000	\$ 124,000	\$ 1,091,000
WW.05.03	New/Extension	5-Year	-	RM 2243 to Hero Way WW Improvements - East Segment Ph. 1	New Gravity to Serve Growth	12"	1,350	-	\$ 810,000	\$ 243,000	\$ 1,053,000	\$ 211,000	\$ 136,000	\$ 1,400,000
WW.10.01	Existing/Relief	10-Year	WW.41	Benbrook Interceptor (Under Design)	Exist. Gravity Relief/Upsizing	27"	8,460	-	\$ 9,870,000	\$ 2,961,000	\$ 12,831,000	\$ 2,566,000	\$ -	\$ 15,397,000
WW.10.02	Existing/Relief	10-Year	-	Collaborative Way	Exist. Gravity Relief/Upsizing	18"	5,780	-	\$ 4,379,000	\$ 1,314,000	\$ 5,693,000	\$ 1,139,000	\$ -	\$ 6,832,000
WW.10.03	Existing/Relief	10-Year	WW.25	South Brushy Creek Interceptor	Exist. Gravity Relief/Upsizing	15"-24"	6,400	-	\$ 4,493,000	\$ 1,348,000	\$ 5,841,000	\$ 1,168,000	\$ -	\$ 7,009,000
WW.10.04	New/Extension	10-Year	-	South Ronald Reagan Blvd. WW Improvements	New Gravity to Serve Growth	8"	2,000	-	\$ 1,012,000	\$ 304,000	\$ 1,316,000	\$ 263,000	\$ 202,000	\$ 1,781,000
WW.10.05	New/Extension	10-Year	-	Journey Pkwy and Ronald Reagan Blvd WW Improvements	New Gravity to Serve Growth	8"	4,675	-	\$ 2,366,000	\$ 710,000	\$ 3,076,000	\$ 615,000	\$ 472,000	\$ 4,163,000
WW.10.06	New/Extension	10-Year	-	US 183-A WW Improvements Ph. 1	New Gravity to Serve Growth	8"	450	-	\$ 228,000	\$ 68,000	\$ 296,000	\$ 59,000	\$ 45,000	\$ 400,000
WW.10.07	New/Extension	10-Year	-	US 183-A WW Improvements Ph. 2	New Gravity to Serve Growth	8"	875	-	\$ 443,000	\$ 133,000	\$ 576,000	\$ 115,000	\$ 88,000	\$ 779,000
WW.10.08	New/Extension	10-Year	-	Linda Hall WW Improvements	New Gravity to Serve Growth	12"	3,600	-	\$ 2,160,000	\$ 648,000	\$ 2,808,000	\$ 562,000	\$ 363,000	\$ 3,733,000
WW.10.09	New/Extension	10-Year	-	North Fork Brushy Creek WW Interceptor Improvements Ph. 1	New Gravity to Serve Growth	18"	4,630	-	\$ 3,506,000	\$ 1,052,000	\$ 4,558,000	\$ 912,000	\$ 467,000	\$ 5,937,000
WW.10.10	New/Extension	10-Year	-	North Brushy Creek WW Interceptor Improvements	New Gravity to Serve Growth	18"-21"	2,800	-	\$ 2,250,000	\$ 675,000	\$ 2,925,000	\$ 585,000	\$ 282,000	\$ 3,792,000
WW.10.11	New/Extension	10-Year	-	North Bagdad Rd. Lift Station Ph. 1	New Gravity/LS to Serve Growth	18"(G), 10"(F)	10,600(G/F)	1.15	\$ 6,235,000	\$ 1,871,000	\$ 8,106,000	\$ 1,621,000	\$ 756,000	\$ 10,483,000
WW.10.12	New/Extension	10-Year	-	San Gabriel East Regional Lift Station	New LS to Serve Growth	8" (F)	5,500(F)	0.90	\$ 2,593,000	\$ 778,000	\$ 3,371,000	\$ 674,000	\$ 312,000	\$ 4,357,000
WW.10.13	New/Extension	10-Year	-	San Gabriel River WW Interceptor Improvements Ph. 1	New Gravity to Serve Growth	15"-18"	5,140	-	\$ 3,863,000	\$ 1,159,000	\$ 5,022,000	\$ 1,004,000	\$ 518,000	\$ 6,544,000
WW.10.14	New/Extension	10-Year	-	San Gabriel West Regional Lift Station Ph. 1	New Lift Station	16"(F)	13100	3.60	\$ 8,349,000	\$ 2,505,000	\$ 10,854,000	\$ 2,171,000	\$ 696,000	\$ 13,721,000
WW.10.15	New/Extension	10-Year	-	Lift Station #15, #26, and #36 Decommission	New Gravity to Serve Growth	8"-21"	10,050	-	\$ 8,331,000	\$ 2,499,000	\$ 10,830,000	\$ 2,166,000	\$ 1,014,000	\$ 14,010,000
WW.20.01	Existing/Relief	20-Year	-	Devine Lake	Exist. Gravity Relief/Upsizing	27"	5,240	-	\$ 5,625,000	\$ 1,688,000	\$ 7,313,000	\$ 1,463,000	\$ -	\$ 8,776,000
WW.20.02	Existing/Relief	20-Year	WW.37/38	North Brushy Creek Interceptor	Exist. Gravity Relief/Upsizing	33"-36"	6,150	-	\$ 8,265,000	\$ 2,480,000	\$ 10,745,000	\$ 2,149,000	\$ -	\$ 12,894,000
WW.20.03	Existing/Relief	20-Year	-	North Ronald Reagan	Exist. Gravity Relief/Upsizing	12"-15"	2,500	-	\$ 1,640,000	\$ 492,000	\$ 2,132,000	\$ 426,000	\$ -	\$ 2,558,000
WW.20.04	New/Extension	20-Year	-	RM 2243 to Hero Way WW Improvements - West Segment	New Gravity to Serve Growth	8"-12"	4,340	-	\$ 2,356,000	\$ 707,000	\$ 3,063,000	\$ 613,000	\$ 437,000	\$ 4,113,000
WW.20.05	New/Extension	20-Year	-	San Gabriel River WW Interceptor Improvements Ph. 2	New Gravity to Serve Growth	8"-15"	9,050	-	\$ 5,402,000	\$ 1,621,000	\$ 7,023,000	\$ 1,405,000	\$ 913,000	\$ 9,341,000
WW.20.06	New/Extension	20-Year	-	North Fork Brushy Creek WW Interceptor Improvements Ph. 2	New Gravity to Serve Growth	12"-15"	2,650	-	\$ 1,708,000	\$ 512,000	\$ 2,220,000	\$ 444,000	\$ 268,000	\$ 2,932,000
WW.20.07	New/Extension	20-Year	-	San Gabriel Pkwy. WW Interceptor Ph. 1	New Gravity to Serve Growth	18"	3,350	-	\$ 2,540,000	\$ 762,000	\$ 3,302,000	\$ 660,000	\$ 338,000	\$ 4,300,000
WW.20.08	New/Extension	20-Year	-	San Gabriel Pkwy. WW Interceptor Ph. 2	New Gravity to Serve Growth	12"	3,150	-	\$ 1,890,000	\$ 567,000	\$ 2,457,000	\$ 491,000	\$ 318,000	\$ 3,266,000
WW.20.09	New/Extension	20-Year	-	Lakeline Blvd. WW Improvements	New Gravity to Serve Growth	15"	5,030	-	\$ 3,311,000	\$ 993,000	\$ 4,304,000	\$ 861,000	\$ 507,000	\$ 5,672,000
WW.20.10	New/Extension	20-Year	-	Colorado Basin Lift Station	New LS to Serve Growth	10"(F)	3,750	1.35	\$ 2,782,000	\$ 835,000	\$ 3,617,000	\$ 723,000	\$ 224,000	\$ 4,564,000
WW.20.11	New/Extension	20-Year	-	Lift Station #38 Decommission	New Gravity to Serve Growth	12"	400	-	\$ 540,000	\$ 162,000	\$ 702,000	\$ 140,000	\$ 40,000	\$ 882,000
WW.20.12	New/Extension	20-Year	-	Greatwood WW Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 8,010,000	\$ 2,403,000	\$ 10,413,000	\$ 2,083,000	\$ -	\$ 12,496,000
WW.20.13	New/Extension	20-Year	-	Whitt Ranch Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 2,310,000	\$ 693,000	\$ 3,003,000	\$ 601,000	\$ -	\$ 3,604,000
WW.20.14	New/Extension	20-Year	-	Sullivan Tract Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 9,270,000	\$ 2,781,000	\$ 12,051,000	\$ 2,410,000	\$ -	\$ 14,461,000
WW.20.15	New/Extension	20-Year	-	Leander Estates Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 6,300,000	\$ 1,890,000	\$ 8,190,000	\$ 1,638,000	\$ -	\$ 9,828,000
WW.20.16	New/Extension	20-Year	-	Hilltop Ranch Collection System Improvements	New Gravity to Serve OSSF	-	-	-	\$ 3,150,000	\$ 945,000	\$ 4,095,000	\$ 819,000	\$ -	\$ 4,914,000
WW.20.17	New/Extension	20-Year	-	North Bagdad Rd. Lift Station Ph. 2	New Pumps for Existing LS	-	-	1.44	\$ 245,000	\$ 74,000	\$ 319,000	\$ 64,000	\$ 35,200	\$ 418,000
WW.20.18	New/Extension	20-Year	-	San Gabriel West Regional Lift Station Ph. 2	Proposed LS Expansion	-	-	4.68	\$ 586,000	\$ 176,000	\$ 762,000	\$ 152,000	\$ 35,000	\$ 949,000
WW.20.19	New/Extension	20-Year	-	San Gabriel West WW Improvements	New Gravity to Serve Growth	8"-18"	3,860	-	\$ 2,215,000	\$ 665,000	\$ 2,880,000	\$ 576,000	\$ 389,000	\$ 3,845,000
WW.20.20	New/Extension	20-Year	-	San Gabriel East Regional Lift Station Ph. 2	Proposed LS Expansion	10" (F)	5,500	2.30	\$ 2,539,000	\$ 762,000	\$ 3,301,000	\$ 660,000	\$ 312,000	\$ 4,273,000
WW.20.21	New/Extension	20-Year	-	RM 2243 to Hero Way WW Improvements - East Segment Ph. 2	New Gravity to Serve Growth	8"	5,925	-	\$ 2,998,000	\$ 899,000	\$ 3,897,000	\$ 779,000	\$ 598,000	\$ 5,274,000
WW.20.22	New/Extension	20-Year	-	CR 175 and RM 2243 WW Improvements	New Gravity to Serve Growth	8"-12"	5,160	-	\$ 2,637,000	\$ 791,000	\$ 3,428,000	\$ 686,000	\$ 520,000	\$ 4,634,000
WW.20.23	New/Extension	20-Year	-	CR 175 and CR 176 WW Improvements	New Gravity to Serve Growth	8"-12"	7,500	-	\$ 4,402,000	\$ 1,321,000	\$ 5,723,000	\$ 1,145,000	\$ 757,000	\$ 7,625,000

Notes:
1) For pipe diameters and lengths, gravity main is assumed, except where (F) indicates force main, and (G) indicates gravity main.
2) For new/extension projects not within the ROW or an existing easement, a unit cost of \$87,900/acre was utilized for easement cost estimates.
The easement unit cost includes survey, easement acquisiton, engineering fees, condemnation/attorney fees, and ROW agent fees.
3) It is recommended that further on-site evaluation and data collection (e.g., checking manholes for evidence of surcharge, targeted flow monitoring) be conducted before initiating any project based on modeling results.

Subtotal, Existing/Relief Projects	\$ 87,069,000
Subtotal, New/Extension Projects ²	\$ 179,582,000
Total, All Projects	\$ 266,651,000

Time Horizon	Capital Cost
Present Day	\$ 27,961,000
5-Year	\$ 8,133,000
10-Year	\$ 98,938,000
20-Year	\$ 131,619,000
Total, All Projects	\$ 266,651,000

Appendix H: Further Recommendations and Lessons Learned



Appendix H: Recommendations and Lessons Learned

Introduction and Background:

Computer capacity models provide the means to evaluate your sanitary sewer system in many ways, such as determining system strengths and weaknesses as they relate to system operation, analyzing development inquiries, and future growth master planning. Computer capacity models are generally used for sanitary sewer CIP development to identify strategies including sizing and scheduling of improvements.

This document is to provide recommendations to maintain and utilize the sanitary sewer model developed for the City of Leander's Sanitary Sewer Master Plan. The model was developed utilizing the PCSWMM software. The city Geographical Information Systems (GIS), project records and field data were collected and utilized to input physical attribute data into the model. Because of the complexity of the model and the investment made by the city, this document was created to identify a practical approach to maintain a dynamic hydraulic model of the city's wastewater collection system. The work tasks developed are comprehensive and are recommended knowing that the city may not have the resources in house at least initially to complete. Also, some of the recommendations may differ from the city's current practice for GIS maintenance and record keeping. The model will need to be consistently maintained, however, to gain its full value and needed accuracy.

The model requires consistency in its structure including how network additions and changes are added to the model. Initial development of the model included all gravity sewers 12-inch and larger (with some selected 8-inch lines as well,) pump stations and force mains. Extensive fieldwork was conducted to collect the piping and manhole information on the same elevation datum. Checks, using GIS filters, cross-checks and early model runs were used to identify data gaps and input errors. Drainage areas (basins) were added to manholes to distribute flows into the model. Model calibrations were conducted using recorded rainfall and flow data at various locations (previous flow monitoring sites) throughout the City's system. Future growth planning documents and discussions with City planners was conducted to model future growth for the five, ten, and twenty-year time horizons, up to 2042.

As scoped for the modeling effort, GBA created a GIS layer separate from the city GIS prior to creating the network for the sewer model. The GIS layer was created to provide the data in the optimal format for the model. Also, a copy of this layer was created so that the city GIS would be protected from potential data corruption. This GIS layer included most of the model set-up information needed for the project and provided a basis to create the master plan report exhibits. The GIS layer was primarily built from City GIS data, data added from record drawings and data collected from the field. The GIS layer was used for checks previously discussed. The field survey provided information for approximately 1,000 manholes and 325,000 LF of pipe. City records and interpolation was used to fill in data gaps. Fourteen

of the city's thirty active lift stations were included in the model. Pump station data was provided by the city. The provenance of the attributes (manholes, pipe segments, force mains, pump stations) was recorded in the GIS layer records.

Various model horizons were developed for the project to assist with the Master Plan. These model horizons are listed below and are recommended to be updated concurrently when recalibrations are conducted:

- Current
- 2027 – 5 Year Horizon
- 2032 – 10 Year Horizon
- 2042 – 20 Year Horizon

There are numerous ways to approach maintenance of a sewer model and the activities detailed in this memo are recommended to begin this effort. First, it is recommended that the city maintain information in their GIS as specified below on a consistent annual basis. Also, a complete re-calibration of the model should be conducted at least every 5 years, or at the time of a master plan update. The re-calibration should utilize the best monitoring sessions in the city's repository of ongoing flow monitoring data. Five distinct tasks should be conducted for the modeling, listed and further described below:

1. Sanitary Sewer GIS Network Maintenance - Annual
2. Flow Monitoring Repository - Annual
3. Future Growth Planning – Annual
4. Model Updates - Annual
5. Models Calibration – 5 Year Cycle

1. Sanitary Sewer GIS Network Maintenance - Annually

GIS network maintenance plays a significant role in the maintenance of the hydraulic model. Specific data gaps when filled via field work/investigations need to be consistently and regularly updated in the GIS. There are specific GIS attribute fields that were captured during field investigations and surveys by GBA that are critical to the model input. The attributes shown below will need to be maintained and updated in the city GIS, to ensure efficient and accurate updates to the model. Specific additions and modifications to the GIS database schema are detailed below. Highlighted in yellow are those attributes that the city had historically not captured prior to the sewer modeling project.

Manhole Attributes:	Pipe Attributes:	Lift Station Attributes:
MH ID	Pipe ID	Lift Station ID
MH Rim Elevation	US Manhole ID	Wet Well Area
MH Invert Elevation	DS Manhole ID	Rim Elevation
	Pipe Size	Invert Elevation
	Pipe Material	Pump “On” Depth
	Pipe Length	Pump “Off” Depth
	US Invert Elevation	Pump Curve
	DS Invert Elevation	Record Drawings

Detailed recommendations for maintaining GIS data to ensure efficient integration into the model are outlined below:

- Establish or adopt a GIS database schema that includes all the attributes shown above that are necessary to the upkeep of the hydraulic model;
- Perform a gap analysis to identify areas, features, and attributes missing from the current database as well as those that should be included for modeling activities to consolidate all wastewater data into a single geodatabase;
- Implement the wastewater infrastructure ID system GBA developed from the 2022 Flow Monitoring Study to align with the infrastructure data in the model and to assist Public Works with task efforts;
- Provide developers and consultants with a blank file geodatabase containing the wastewater asset schema and require them to populate the file with all necessary “as-built” data and submit it for review before project closeout;
- Develop a process for integrating/appending newly provided “as-built” GIS data provided by developers/consultants into the city’s master GIS database.

2. Flow Monitoring Data Repository

Flow monitoring is needed to evaluate the adequacy of a system to provide safe services. The following issues can be evaluated by flow monitoring:

- **Does the system have backup issues?** If the line is backing up during storm events, then most likely there is a downstream capacity problem within the system.
- **Does the system have excessive I/I?** Flow monitoring also establishes the leakiness of the system and when strategically located it can isolate I/I issues.
- **Utilize in modeling to calibrate existing system.** Actual base flows and storm events can be used to set and verify model flows at the monitoring sites.
- **Utilize in modeling to project peak design flows.** Once the model is calibrated to flow data it can project peak design flows and simulate system responses.

- **Utilize in modeling to verify locations that have capacity issues.** The model results can be compared to monitoring site flow levels to verify if there is a problem. For example, if the flow monitoring data shows there has been surcharge, the model can be reviewed to verify if it also identifies this problem.

The *Flow Monitoring Data Repository* can be linked to GIS. It is recommended that both the data and the report be kept in the repository to help with evaluations of the data for modeling needs. (i.e., If the meters were in during a dry year, then the meter data for that session should not be used for wet weather calibration). The flow data will also be used to recalibrate the model as recommended on a 5-year basis. An example of a *Flow Monitoring Data Repository* in GIS is shown in Figure 1. It should be noted that flow data can be utilized for many aspects of sanitary sewer surveillance besides modeling and is recommended to be conducted as an independent program.

3. Future Growth Planning - Annual

Documents pertaining to future growth should be compared to the documents utilized in the Master Plan report on an annual basis. Also, as development occurs and sewers are built, the master plan should be annotated accordingly. New planning documents and an updated Master Plan sewer map should be properly stored in a *Future Growth Repository* to be utilized for updating the models and performing model recalibration.

New Development Impacts. The model can be used to evaluate new development impacts. It is recommended that new development impact analyses are conducted when the new development has differed from the city's current plan. Aspects of development to consider are:

- Is the development within the drainage basin? If so, have the flows from the development already been accounted for (i.e., large industries or multi-family projects can add significant daily volumes versus subdivision flows)?
- If not in the watershed, will the sewage be pumped into a basin and does the system have sufficient capacity?
- How will flows be assigned to the new development?
- What is the timing of the development relative to other planned developments and system demands/improvements?

Once the evaluation process has been established, the model is available to determine the impact on the downstream system. A method for modeling new developments should also be established that adheres to city development requirements. The model can predict the available capacity in the sewer segments downstream of the development to evaluate the need for any improvements. There are multiple models on 5- and 10-year time increments to show line capacity projections for the future. The peak flow from the new development can then be added in to determine how much available capacity will be used under

existing and future scenarios. The city can then make decisions about potential upgrades and/or developer cost shares to implement.

4. Model Updates – Annual Checks

The models should be updated annually only when major changes have occurred, and the model is needed for specific development evaluations. Potential updates should be listed and checked to see if model updates are prudent. Detailed scenarios where model updates are necessary and how to perform the updates are outlined below:

- New developments:
 - Assign sewershed area and number of LUEs, or estimated wastewater generation quantities, and flow patterns to the nearest downstream receiving manhole
- New infrastructure:
 - For new gravity lines greater than or equal to 12 inches in diameter, import updated GIS data as shapefiles into the PCSWMM model and ensure connectivity
 - For new lift stations, import updated GIS data into the PCSWMM model including wet well and force main details; manually add pump information (pump curve, start-up, and shut-off depths) to the model
- Changes to existing gravity lines:
 - Update the pipe size, pipe material, and manhole rim and invert elevations
- Changes to existing lift stations:
 - Update wet well area, wet well depth, pump curve, start-up and shut-off depths, force main size, force main material, and force main alignment as applicable

5. Model Calibration

There are two types of calibration situations that are recommended. One is for partial re-calibration and the other is total re-calibration of the model. Partial re-calibrations would be based on significant growth in an isolated area of the system. It is recommended that the system be monitored annually to measure increases in base flow to identify where model changes are needed in the short term. The flow monitoring plan shown in Figure 2 should be used for base flow checks of each basin and re-calibration should be considered for basins that exceed a 20 percent increase in base flow.

Total re-calibration should be conducted on a set schedule and is usually not conducted every year. For the City of Leander, it is recommended that re-calibration of the entire modeled collection system be conducted on a 5-year cycle because of the anticipated fast development of the city's sewer. The model recalibration will utilize the *Flow Data Repository*. The recommended re-calibration method is provided below:

- Partial Re-calibration:
 - When flow meter data varies +/- 20% from 2022 Flow Monitoring Data used for original calibration (See Figure 2)
 - Compare flow metering data for dry weather flow to the modeled average dry weather flow at that location
 - Collect at least 3 months of representative flow metering data capturing both dry and wet weather conditions with flow meters and rain gages appropriately placed
 - Update average daily dry-weather flows (ADDFs) and time patterns for dry weather calibration
 - Recalibrate unit hydrographs for wet weather events
 - Changes to land use
 - If land within a flow meter basin undergoes significant changes impacting wastewater generation, meter flows and recalibrate that specific basin
 - Observed deficiencies (backups, surcharging, etc...)
 - If deficiencies are observed in the field but not predicted in the model, flow meter and recalibrate that specific area
- Total Re-Calibration:
 - On a cycle appropriate for the overall city growth (5 year for Leander).
 - Objective: Update the City Master Plan and re-calibrate the model
 - Add changes to model network – Manholes, pipes, lift stations, etc.
 - Use city GIS that has been updated annually
 - Create new GIS model layer and compare to previous model layer
 - Select most recent year of flow data (use *Flow Data Repository*)
 - Distribute average dry weather flows throughout the system
 - Update time patterns for dry weather conditions
 - Re-calibrate R, T, K hydrographs to selected storms
 - Update future growth models
 - Review plans from *Future Growth Repository*.
 - Analyze model results and establish plan

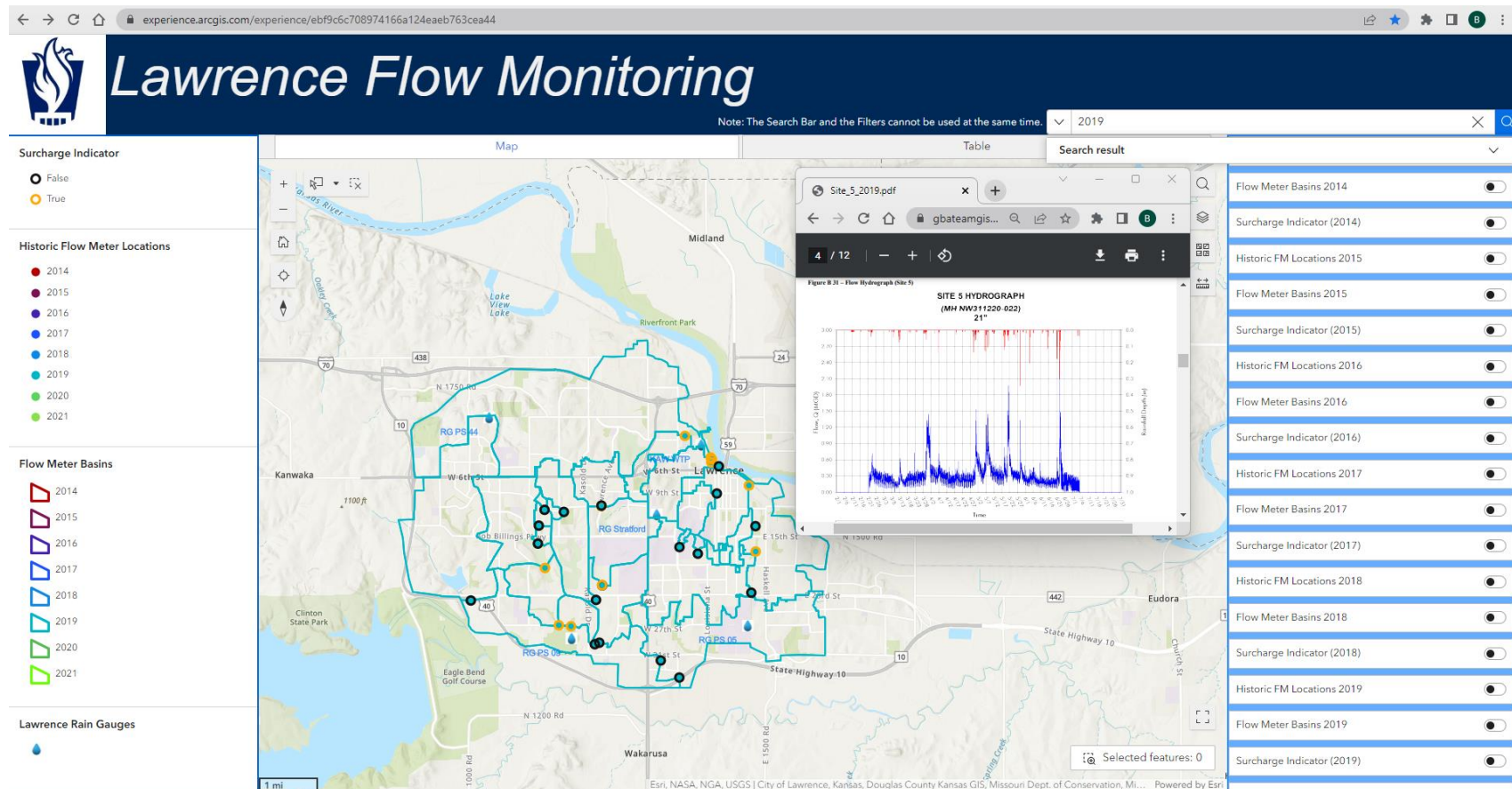


Figure 1: Flow Monitoring Repository Example

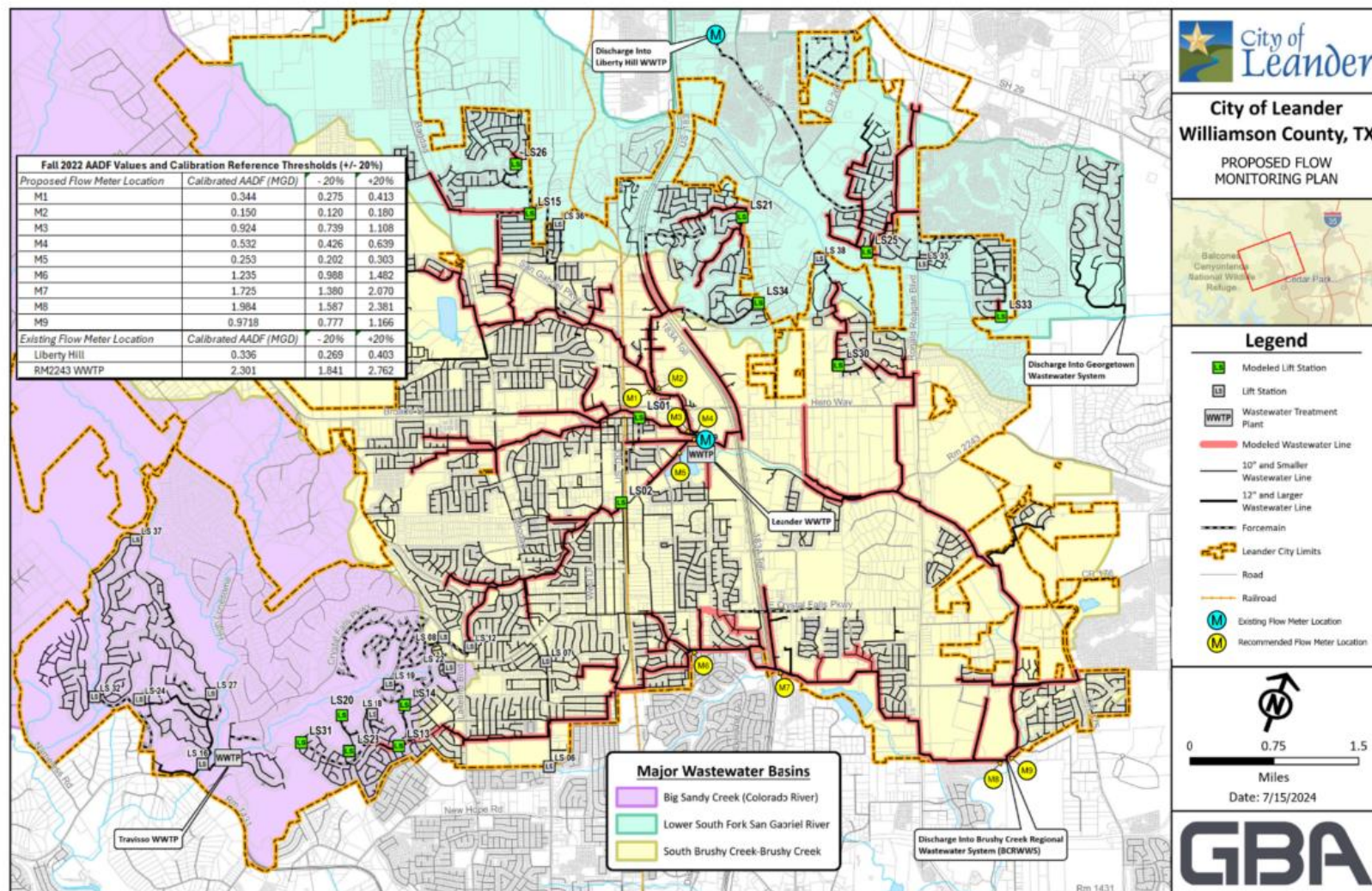


Figure 2: Recommended Flow Monitoring Plan with Calibration Thresholds

Lessons Learned:

In the development of the wastewater master plan, several key lessons were identified through the modeling and data collection processes. Lessons learned are provided to enhance the next efforts for preparing and conducting modeling for the City of Leander's sanitary sewer system.

Ideal Pumps Assumptions

- A few pump curves were unavailable during hydraulic modeling efforts and were modeled as “ideal” pumps, where the flow leaving the lift station is set equal to the flow entering the lift station
- Ideal pump assumptions may not accurately reflect the performance of these lift stations
- Lift station capacities should be obtained and confirmed prior to hydraulic modeling, either by drawdown testing or other means

Manhole Depth Approximations

- Some manholes were inaccessible during survey efforts, therefore those manhole depths were approximated in the hydraulic model.
- Approximated depth assumptions may introduce inaccuracies in the model which can affect capacity assessments
- Future surveys should incorporate contingency plans for accessing difficult manholes, including specialized equipment and/or coordination with city staff to ensure all manholes are accessible.
- GIS database schema modifications should be considered to document data attribute sources (i.e.: As-built records, construction drawing records, surveyed/field measured, assumed/interpolated, etc.) so that accuracy of different sewer data can be assessed.

GIS Data Evaluation

- Considerable pre-processing of GIS data for utilization in computer modeling in PCSWMM needed to be carried out. It would be important to include scope for such projects in the future.
- Future data submissions should undergo validation and quality control.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE WASTEWATER MASTER PLAN; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, it is necessary and reasonable for the City of Leander, Texas, a Texas home-rule municipality, (herein the “City”) to update its Wastewater Master Plan for the City, which is Appendix F of the Comprehensive Plan and provides wastewater demand projections as well as prioritizes various wastewater projects based on demand projections;

WHEREAS, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

WHEREAS, after review, inquiry and the opportunity for citizen participation at public hearings and an opportunity for the Planning and Zoning Commission to review and provide a recommendation on the proposed amendments to the Wastewater Master Plan, the City Council has found the adoption of the Wastewater Master Plan hereinafter set forth and listed in this Ordinance is reasonable and necessary for the public health, safety, morals and welfare.

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. Wastewater Master Plan Updated. The City Council hereby updates the Wastewater Master Plan of the City of Leander (the “Plan”) that is spread upon the minutes of this meeting and as shown in the attached Exhibit A. The Plan and Map shall be kept in the office of the Engineering Department and shall be available for public inspection during normal office hours.

SECTION 3. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning or the comprehensive plan within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

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, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this the 3rd day of October, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 26, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss**

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

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All Commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the September 19, 2024 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

6. Approval of the minutes for meeting held on September 12, 2024
Motion: To approve Consent Agenda Item # 6

By: Board Member May
Seconded: Board Member Calame

Vote: 7 - 0 None

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-24-0012 to amend the Transportation Master Plan as set forth in the Comprehensive Plan, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0012 as described above.

No one wished to speak.

Motion: To approve CPA-24-0012

By: Board Member Calame

Seconded: Board Member Oliver

Vote: 7 - 0 None

8. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-24-0013 to update the Wastewater Master Plan; Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0013 as described above.

No one wished to speak

Motion: to approve CPA-24-0013

By: Board Member Calame

Seconded: Board Member Oliver

Vote: 7 - 0 None

REGULAR AGENDA

9. Adjournment Adjournment at 6:45 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Discuss and consider action on a Resolution to authorize a cooperation agreement under Texas Local Government Code, Section 392.059(b) to the Texas Department of Housing and Community Affairs to acquire, finance, renovate, operate, and manage an affordable housing development zoned as part of the Bar W Ranch East PUD (Planned Unit Development); more particularly described as 15.37 acres $\pm$ in size out of Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

The Texas Housing Foundation, which is a Texas Regional Housing Authority, and Embry Partners, LLC, are seeking to develop a multi-family housing development within the city limits. Fifty (50%) percent of the development's units will be available to lower income persons and senior citizens at rentals they can afford as long as the Foundation participates in operation of the development. More specifically, fifty (50%) percent of the development's units will be rented to individuals making a maximum of eighty (80%) percent of Area Median Income.

In order for the Foundation to exercise its powers within Leander's city limits, the City Council must adopt a resolution and execute a cooperation agreement under Section 392.059(a), Texas Local Government Code, authorizing the Foundation to exercise its powers in the city limits. The City Council must further declare that there exists in the City a shortage of safe and sanitary housing available to lower income persons and senior citizens at rentals they can afford. The attached Resolution and Cooperation Agreement makes the declarations and grants the authorization required by Chapter 392, Texas Local Government Code for the Foundation to exercise its powers within the City.

The project will be exempt from property taxes. However, the cooperation agreement provides for a payment to the City of Leander after the 15th year in an amount equal to the projected property tax assessment. This will help to ensure that the project is contributing in an equitable manner toward the City's ongoing costs to provide programs and services. This provision is specified in the Municipal Services Agreement which is scheduled for consideration after this item.

HISTORY/TIMELINE:

2008 – Development Agreement Approved Creating MUD District
01/12/2023 – Planning & Zoning, 1st Public Hearing
03/02/2023 – Planning & Zoning, approved
03/16/2023 – City Council, 2nd Public Hearing
07/18/2024 – Attainable Housing Workshop

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The City Council discussed this proposal and was supportive during the workshop on July 18, 2024.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Resolution Bar W Ranch East Attainable Housing
2. Att 2 Final THF Coop Agreement Leander
3. Att 3 Location Map

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

Resolution No. _____

WHEREAS, the Texas Housing Foundation, a Texas regional housing authority (the “THF”), has significant experience in providing, developing, acquiring, financing, rehabilitating and managing housing projects that are affordable to lower income residents and are assets to the community; and

WHEREAS, the THF wishes to exercise its powers within the City limits of the City of Leander, Texas; and

WHEREAS, in order for a regional housing authority to operate within the City of Leander, Texas, the Texas Local Government Code, Section 392.017(d) requires the governing body of the municipality to adopt a resolution declaring a need for a regional housing authority to exercise its powers within the municipality, and to authorize a cooperation agreement under Texas Local Government Code Section 392.059(b).

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

Section 1. THAT the City Council, pursuant to Texas Local Government Code Section 392.017(d)(1), hereby declares that there is a need for the THF, as a Texas regional housing authority, to exercise its powers within the City limits of the City of Leander, Texas to provide decent, safe, and sanitary housing that is affordable to lower income residents.

Section 2. THAT no municipal housing authority exists within the City limits of the City of Leander, Texas. Furthermore, the City Council, pursuant to Texas Local Government Code Section 392.017(d)(2), hereby authorizes a cooperation agreement under Texas Local Government Code Section 392.059(b) by and between the City of Leander, Texas and the Texas Housing Foundation, in order for the THF to acquire, finance, renovate, operate and manage the affordable housing development known as the _____ Apartments located within the City limits of Leander, Texas. Furthermore, a copy of any cooperation agreement among the Texas Housing Foundation and the City of Leander, Texas shall be included with and made a part of this resolution upon said Agreement’s execution.

Passed by the City Council on _____.

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

APPROVED AS TO CONTENT:

Todd Parton, City Manager

APPROVED AS TO FORM:

Paige Saenz, City Attorney

**COOPERATION AGREEMENT
BETWEEN
THE CITY OF LEANDER, TEXAS
AND THE
TEXAS HOUSING FOUNDATION**

I. RECITALS

WHEREAS, on the _____ day of _____, 2024, under provisions of the Tex. Local Government Code, Section 392.017(d), the City Council of the City of Leander, Texas and the Texas Housing Foundation, a Texas regional housing authority (“Foundation”) must declare that there is a need for the Foundation, to exercise its powers within the territorial boundaries of the City of Leander (“City”) because there exists in the City a shortage of safe and sanitary housing available to lower income persons and senior citizens at rentals they can afford; and,

WHEREAS, in order for the Foundation to exercise its powers within the territorial boundaries of a municipality, Tex. Local Govt. Code, Section 392.017(d) requires the governing body of a municipality to adopt a resolution and execute a cooperation agreement under Section 392.059(a), authorizing such exercise of powers in the City; and,

WHEREAS, the City Council of Leander is the governing body of the City; and,

WHEREAS, the Foundation’s Board of Commissioners and the City Council of the City of Leander, Texas must adopt a resolution authorizing the Foundation to exercise its powers in the City and authorizing a cooperation agreement under Section 392.059(a).

NOW, THEREFORE, the parties hereto, the City and the Foundation, AGREE as follows:

II. TERMS OF AGREEMENT

1. Recitals. All of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.
2. Declaration of Need. The parties hereto declare that there is a need for the Foundation to exercise its powers within the territorial boundaries of the City of Leander, Texas because there exists in the City a shortage of safe and sanitary housing available to lower income persons and senior citizens at rentals they can afford.
3. Cooperation Agreement. The City and the Foundation agree to cooperate, consistent with this cooperation agreement, to allow the Foundation to provide safe and sanitary housing in the City for lower income persons and senior citizens at rentals they can afford.
4. Housing Development Authorization. The Foundation is authorized to exercise its powers under the Texas Housing Authorities Law, Tex. Local Govt. Code, Chapter 392, to assist in the planning, developing, and financing of the proposed Apartments to be built on the

site appearing in the attached Exhibit A, which is incorporated herein for all purposes (“Development”) and to operate and otherwise manage the Development as a multi-family rental housing development for low-income families in the City in accordance with applicable local, state, and federal regulations.

5. Annual Reports. The Foundation shall submit within 120 days after the end of its fiscal year a report to the City Manager of the City describing the housing and services operation undertaken for the benefit of low-income families of the City, including the residents of the Development, and describing other community outreach activities of the Foundation in the City.
6. Preservation of Authority. No applicable provision or intention in this cooperation agreement limits the authority or power of the City to exercise its powers under any law. No provision or intention in this cooperation agreement limits the authority or power of the Foundation to exercise its powers under the Texas Housing Authorities Law, Tex. Local Govt. Code, Chapter 392, to acquire, finance, plan, undertake, construct, renovate, or operate the Development under this cooperation agreement.
7. Implementation. The City Manager of the City or other authorized representative of the City and the President of the Foundation are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this cooperation agreement, subject to the authorizing resolutions approved by the City Council and the Foundation Board, respectively.
8. Applicable Law and Jurisdiction. This Agreement will be governed by the laws of the state of Texas and any disputes arising from it must be handled exclusively in the federal and state courts located in Williamson, Texas, or federal courts with jurisdiction in Williamson County, Texas.
9. Amendment / Termination. This cooperation agreement may be amended or terminated for any reason by resolution of the governing body of either party. The party desiring to amend the cooperation agreement must give at least 30 days written notice to the other party prior to considering for approval a resolution or action to amend or terminate the agreement, except that any housing project already begun, undertaken, bound, or obligated by a party may continue to operate under authority of this cooperation agreement.

[Signature page to follow]

AGREED upon and effective this ____ day of _____, 2024.

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

TEXAS HOUSING FOUNDATION (“Foundation”)

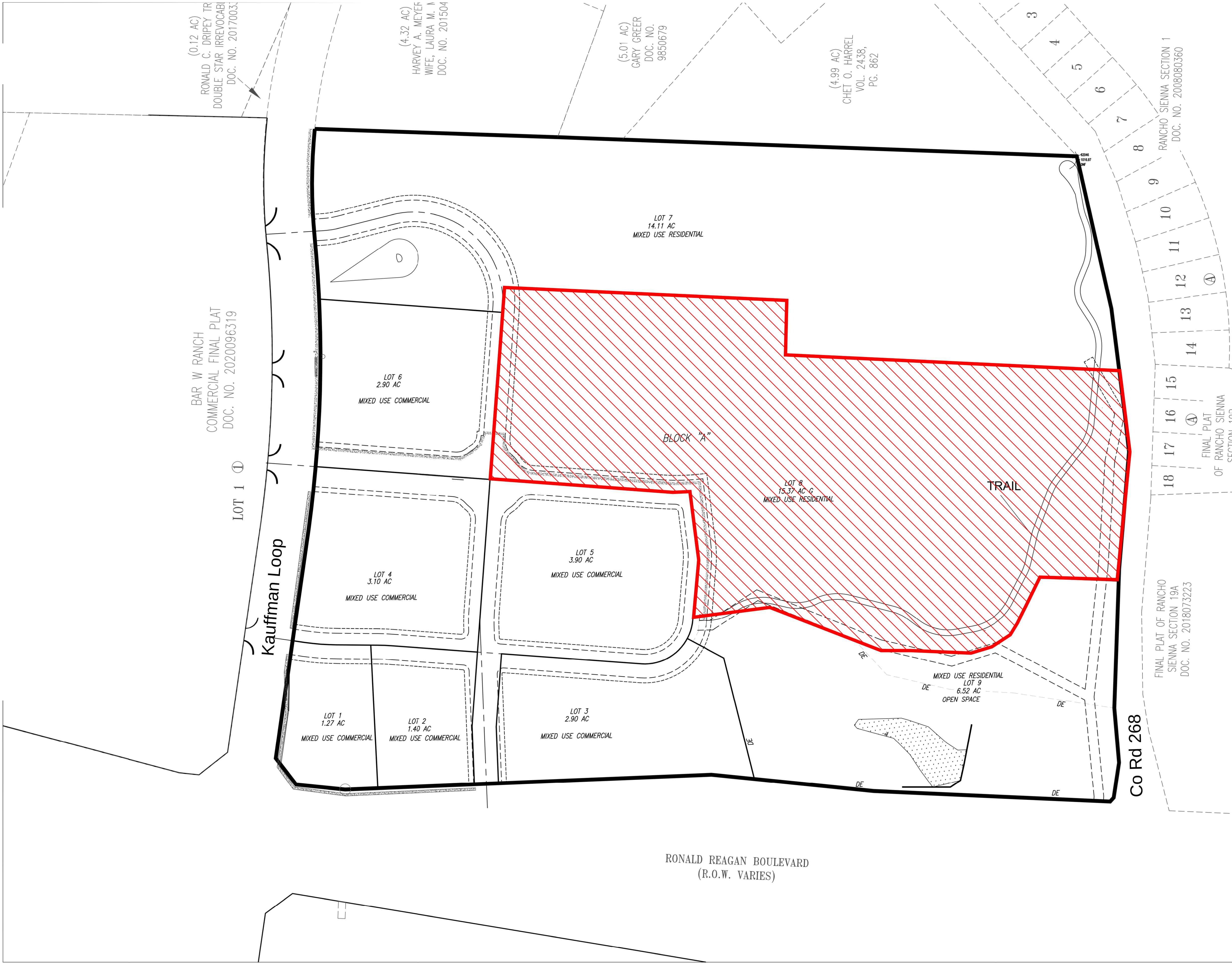
By: _____
Allison Milliorn, President

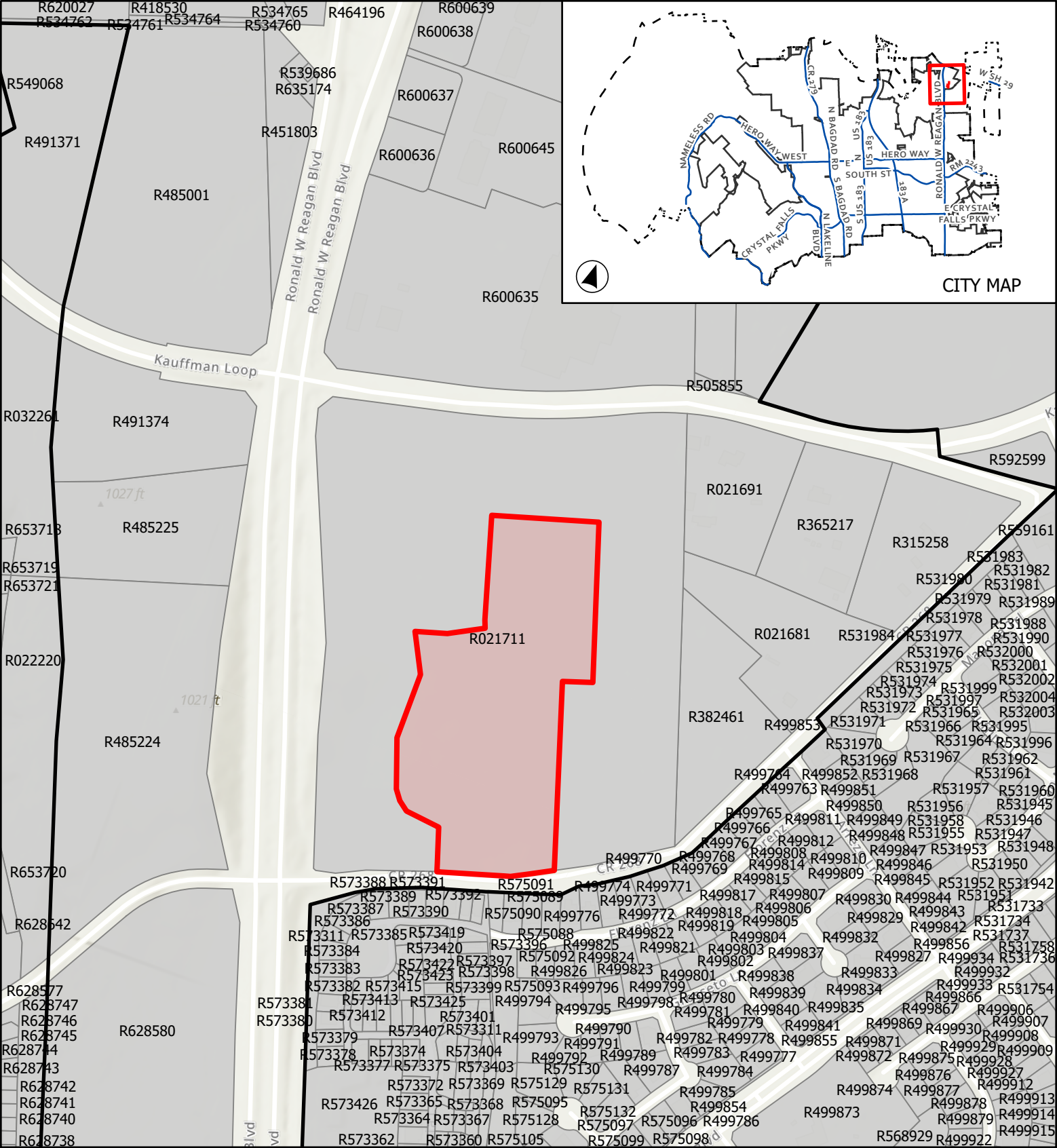
APPROVED AS TO FORM:

By: _____
Paige Saenz, City Attorney

Exhibit A

Exhibit A





ATTACHMENT 3

**BAR W RANCH EAST
MULTI-FAMILY**

Location Map

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



0 225 450

Feet

-  City Limits
 ETJ Boundary
 Subject Boundary



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Discuss and consider action on a Municipal Services Agreement by and among the City of Leander, the Texas Housing Foundation, and Embrey Partners, LLC on a property more particularly described as 15.37 acres ± in size out of Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

The Texas Housing Foundation, which is a Texas Regional Housing Authority, and Embrey Partners, LLC, are seeking to develop a multi-family housing development within the city limits. Fifty (50%) percent of the development's units will be available to lower income persons and senior citizens at rentals they can afford, as long as the Foundation participates in the operation of the development. The Foundation is entitled to a full exemption from ad valorem property taxes because it is a governmental or "public" body and its property is considered "public" when adequate rental restrictions are in place, as proposed for the current development.

The City incurs costs in providing municipal services for the development. The Municipal Services Agreement provides for Embrey to begin paying the City a Municipal Services Fee that is the equivalent of the portion of taxes that would be assessed against the Property and the Development's improvements on the Property and payable only for the City's portion of ad valorem taxes in each calendar year and payable to the City as if no exemption were in place beginning in year sixteen (16) following the issuance of a final certificate of occupancy for the development.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the municipal services agreement

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Municipal Services Agreement

2. Att 2 Location Map

MUNICIPAL SERVICES AGREEMENT

The City of Leander, Texas, (the “**City**”), the Texas Housing Foundation, a Texas Regional Housing Authority, its successors and assigns (hereinafter the “**Foundation**”), and Embrey Partners, LLC, a Texas limited liability company, its successors and assigns (hereinafter “**Embrey**”) enter into this Municipal Services Agreement (the “**Agreement**”).

Recitals:

WHEREAS, the Foundation and Embrey seek to develop a multi-family housing development (the “**Development**”) on the property described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “**Property**”) within the City’s jurisdiction; and

WHEREAS, fifty (50) percent of the Development’s units will be rented to individuals making a maximum of eighty (80) percent of Area Median Income so long as the Foundation participates in the operations of the Development; and

WHEREAS, the Foundation is entitled to a full exemption from ad valorem property taxes as it is a governmental or “public” body and its property is considered “public” when adequate rental restrictions are in place such as those referenced above; and

WHEREAS, the City seeks to receive compensation for services provided to the Development but agrees herein to forego full compensation in exchange for the community benefit provided to the City by the Development’s rental rate restrictions.

Agreement Terms:

1. Recitals. All of the recitals hereinabove stated are found to be true and correct and are incorporated herein and made a part of this Agreement.
2. Housing Development Authorization. The Foundation is authorized to exercise its powers under Texas Local Gov’t. Code, Chapter 392, to assist in the planning, and developing of the Development and to operate and otherwise manage the Development as a multi-family rental housing development in the City in accordance with applicable local, state, and federal regulations.
3. Payment Obligations of Embrey. Notwithstanding its entitlement to a full exemption from ad valorem property taxes under Tex. Local Gov’t. Code, Chapter 392.005, Embrey agrees to pay to the City a “Municipal Services Fee” for year 16 of the Development’s operations (defined as the sixteenth anniversary after which the Development receives its final certificate of occupancy) and going forward so long as the Foundation is involved in the Development’s ownership. Said Municipal Services Fee shall be the portion of ad valorem taxes that would be assessed against the Property and the Development’s improvements on the Property and payable only for the City’s portion of ad valorem taxes in each calendar year and payable to the City as if no exemption were in place. Embrey shall pay the Municipal Services Fee annually within thirty (30) days of receiving an invoice from the

Foundation for the same. The Foundation shall promptly deliver an invoice to Embrey after the assessed value of the Development is delivered to the Foundation by the Williamson County Appraisal District. Prorations shall be applied as applicable. In the event the ad valorem tax exemption ceases to exist and full annual ad valorem taxes are payable with respect to the Property, the obligation to pay the Municipal Services Fee shall cease and be of no further force and effect. The Foundation agrees to notify both the City Manager and Chief Appraiser of the Williamson County Appraisal District within thirty (30) days of the Foundation's departure from the Development's ownership structure.

4. Interest. Interest shall accrue on any Municipal Services Fee that is paid after the date it is required to be paid under this Agreement at the rate provided for in the Texas Tax Code as though the Municipal Services Fee is an ad valorem tax payment.
5. Authorization. The Mayor and the City Manager of the City, the President of the Foundation and Embrey, through the act of its Executive Vice President of Development or other authorized officer, are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this Agreement. Further, the City Manager is authorized to replace Exhibit A with a metes and bounds description of the Development provided by the Foundation or Embrey.
6. Annual Reports. The Foundation shall submit within 120 days after the end of its fiscal year a report to the City Manager of the City describing the housing and services operation undertaken for the benefit of low-income families of the City, including the residents of the Development, and describing other community outreach activities of the Foundation in the City, if any.
7. Attorneys' Fees and Legal Expenses. Should either party hereto institute any action or proceeding in court to enforce any provision hereof by reason of any alleged breach of any provision of this Agreement or for any judicial remedy, the prevailing party shall be entitled to receive from the losing party all actual and reasonable attorneys' fees and all court costs in connection with said proceeding.
8. Applicable Law and Jurisdiction. This Agreement will be governed by the laws of the state of Texas and any disputes arising from it must be handled exclusively in the federal and state courts located in Williamson County, Texas, or federal courts with jurisdiction over Williamson County, Texas.
9. Amendment / Termination. This Agreement may be amended only by written agreement signed by all parties hereto. The party desiring to amend the Agreement must give at least 30 days written notice to the other parties of its requested amendment. This Agreement shall terminate on the day that Embrey is no longer obligated to pay the Municipal Services Fee in accordance with the terms, conditions and provisions herein, without any further action of any party.
10. Agreement Binds and Benefits Successors and Runs With The Land. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term

of this Agreement constitutes covenants running with the land comprising the Development, is binding on the Foundation, Embrey and the City. This Municipal Services Agreement will be recorded in the Official Public Records of Williamson County.

11. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

If to Owner, to: Embrey Partners, LLC
 7600 Broadway, Suite 300
 San Antonio, TX 78209
 Bexar County

If to City, to: City of Leander
 Attn: City of Leander
 105 N. Brushy St.
 Leander, TX 78641
 Williamson County

If to Foundation, to: Texas Housing Foundation
 1110 Broadway
 Marble Falls, Texas 78654
 Burnet County

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days’ written notice to the other party.

[Signature Pages Follow]

AGREED upon and effective this ____ day of _____, 2024.

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

TEXAS HOUSING FOUNDATION (“Foundation”)

By: _____
Allison Milliorn, President

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Allison Milliorn, President of the Texas Housing Foundation, a Texas regional housing authority, on behalf of said authority.

(SEAL)

Notary Public, State of Texas

EMBREY PARTNERS, LLC

By: _____
Jimmy McCloskey, Executive Vice President
of Development

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Jimmy McCloskey, Executive Vice President of the Embrey Partners, LLC, a Texas limited liability company, on behalf of said company.

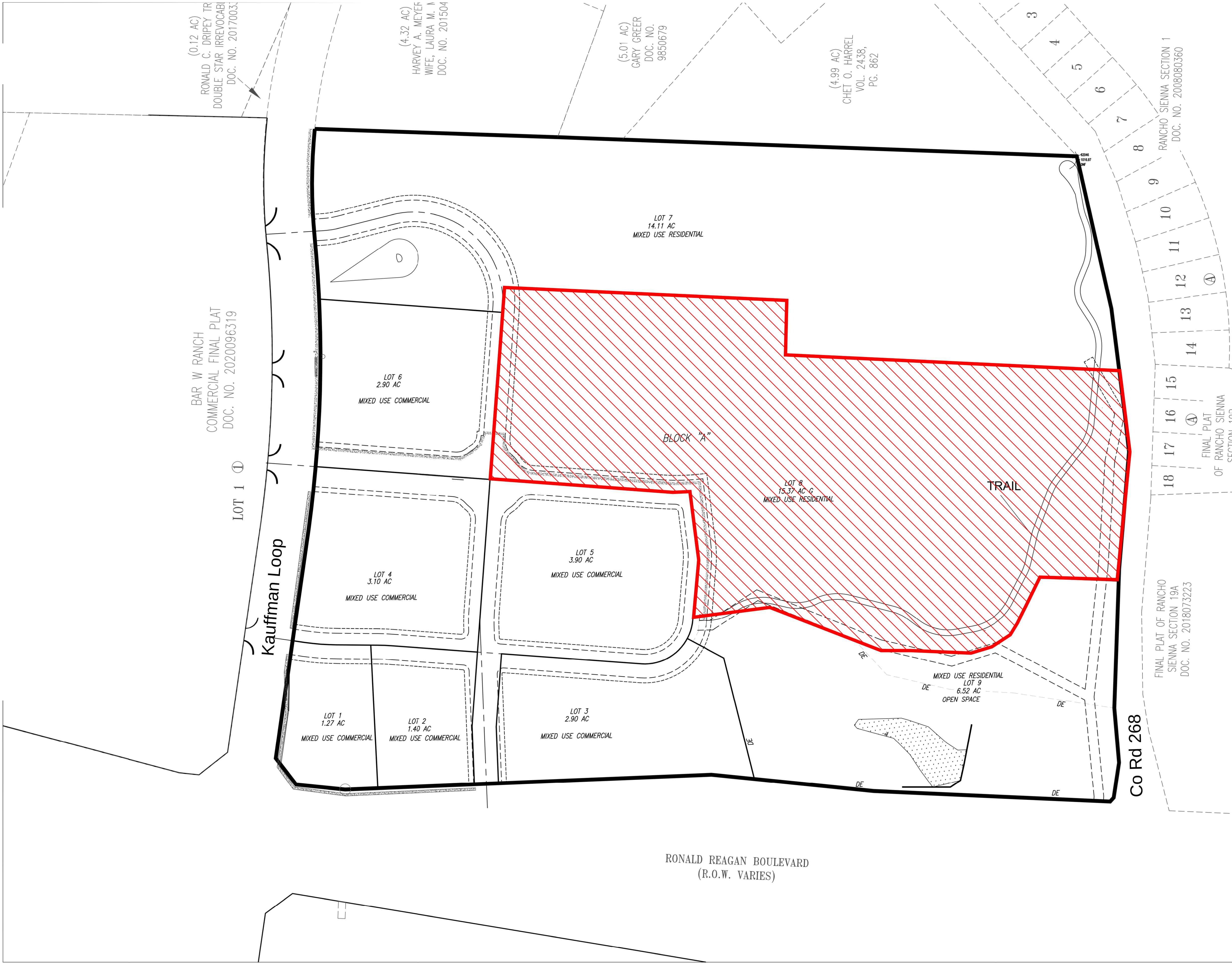
(SEAL) _____
Notary Public, State of Texas

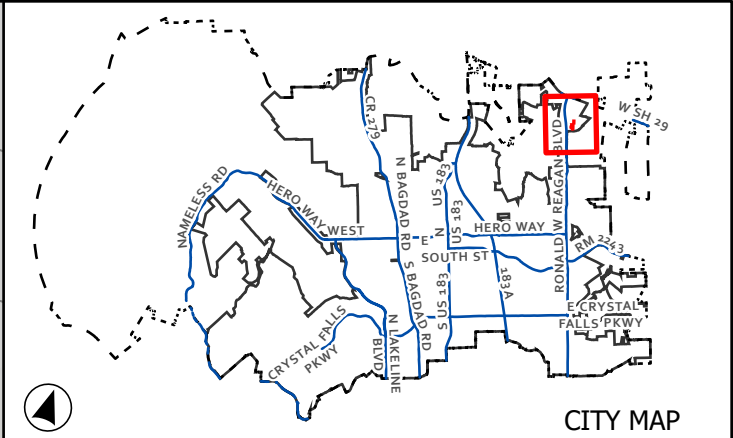
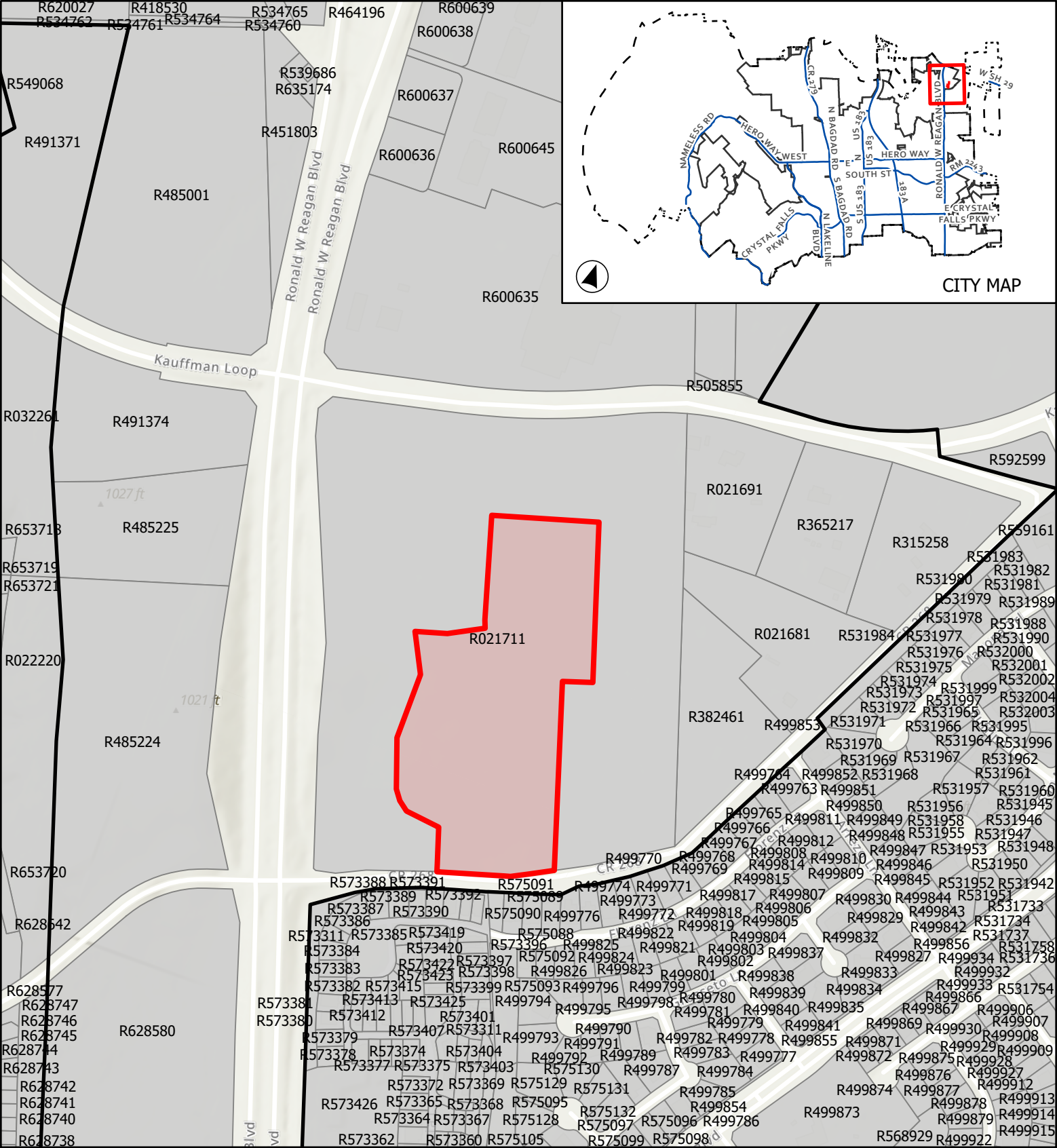
APPROVED AS TO FORM:

By: _____
Page Saenz, City Attorney

Exhibit A

Exhibit A



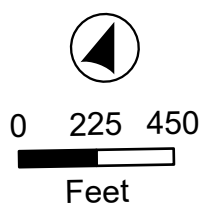


ATTACHMENT 2

BAR W RANCH EAST MULTI-FAMILY

Location Map

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- City Limits
- ETJ Boundary
- Subject Boundary



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Discuss and consider action on the repeal of an Ordinance regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply and drought conditions, and to provide for related matters, Leander, Williamson and Travis Counties, Texas.

BACKGROUND:

In the summer of 2022 Pedernales Electric (PEC) started experiencing material and equipment shortages caused by global supply chain disruptions. This issue resulted in delays to energizing subdivisions, closing out construction plans, and issuing building permits. City staff has maintained contact with PEC through calls and emails to keep up to date on the status of the different subdivisions. A temporary ordinance was adopted on August 18, 2022, to provide a compromise to help the builders continue to move forward with their projects.

The term of the ordinance was six (6) months with the option to extend or remove at any time based on the supply chain. Staff have been in communication with PEC and have confirmed that they are no longer having issues with the supply chain for transformers associated with residential subdivisions. Staff have also consulted with the Home Builders Association (HBA) and have confirmed that they are also seeing relief from the supply chain issues.

HISTORY/TIMELINE:

08/18/2022 - Initial Temporary Ordinance was adopted
02/16/2023 - Reconfirm Temporary Ordinance
08/17/2023 - Reconfirm Temporary Ordinance
03/07/2024 - Reconfirm Temporary Ordinance

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends to repeal the ordinance based on the changes to the supply chain observed by PEC.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Supply Chain Ordinance Repeal

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, TERMINATING AND REPEALING ORDINANCE NO. 22-074-00, WHICH PROVIDED FOR THE TERMS AND CONDITIONS UNDER WHICH BUILDING PERMITS MAY BE ISSUED BEFORE THE COMPLETION AND ACCEPTANCE OF SUBDIVISION IMPROVEMENTS DUE TO SUPPLY CHAIN ISSUES AND DROUGHT CONDITIONS; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City of Leander, Texas (the “City”) previously adopted Ordinance No. 22-074-00 to address the effects of supply chain issues and drought conditions regarding the issuance of building permits; and

Whereas, the City Council recognizes that the temporary conditions that necessitated the adoption of Ordinance No. 22-074-00 have improved, including increased availability of materials and more favorable weather conditions; and

Whereas, the City has conducted a review of its building permit processes and determined that returning to standard procedures will better serve the community’s needs and uphold public safety and welfare; and

Whereas, the City Council desires to formally terminate Ordinance No. 22-074-00 and restore the standard requirements for the issuance of building permits;

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. Termination and Repeal of Ordinance. Ordinance No. 22-074-00 is hereby terminated and repealed in its entirety, effective immediately upon passage of this ordinance.

Section 3. Savings. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the City’s subdivision or building permit regulations which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 4. 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 5. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this 3rd day of October, 2024.

ATTEST

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
10/3/2024

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending the membership composition of the Parks and Recreation Advisory Board, the Historical Preservation Commission, the Economic Development Committee, and Public Arts and Culture Commission to provide for a minimum and maximum number of members; providing for terms of membership, quorum requirements, and related matters; making findings of fact; providing for severability; and providing for an effective date and open meetings clauses.

BACKGROUND:

The Parks and Recreation Advisory Board, the Historical Preservation Commission, the Economic Development Committee, and Public Arts and Culture Commission are advisory boards of the City. These boards are currently composed of a fixed number of members. The City Council wishes to establish a minimum and maximum number of members for each of these advisory boards, so that the boards can continue to function in the event there are not enough applicants to seat the maximum number of members.

The Ordinance provides for the Council, at the time of October board appointments, to establish by resolution the number of members of these boards for the year within the minimum and maximum number set by the Ordinance based on the number of applicants the City receives. The number of members established by City Council resolution helps determine vacancies, quorums, and voting requirements. The number of members may be adjusted by adoption of a new resolution if the City Council appoints additional members during the year. The Ordinance also amends Section 1.04.002, which applies generally to all City Boards, to define a quorum as a simple majority of the members, except where required otherwise by state law, the City Charter, or the Code of Ordinances.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Boards and Commissions Amendment Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE MEMBERSHIP COMPOSITION OF THE PARKS AND RECREATION ADVISORY BOARD; HISTORICAL PRESERVATION COMMISSION, ECONOMIC DEVELOPMENT COMMITTEE, AND PUBLIC ARTS AND CULTURE COMMISSION TO PROVIDE FOR A MINIMUM AND MAXIMUM NUMBER OF MEMBERS; PROVIDING FOR TERMS OF MEMBERSHIP, QUORUM REQUIREMENTS, AND RELATED MATTERS; MAKING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.

WHEREAS, the City of Leander, Texas (the “City”) recognizes the importance the participation of members of the community on its advisory boards; and

WHEREAS, the City Council desires to promote community engagement through representation on its commissions and committees; and

WHEREAS, it is in the best interest of the City to establish flexibility in the number of members of the Historical Preservation Commission, Parks and Recreation Advisory Board, Economic Development Committee, and Public Arts and Culture Commission;

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. Quorum of Boards and Commissions. Section 1.04.002 of the City of Leander Code of Ordinances (the “Code”) is hereby amended in its entirety to read as follows:

Sec. 1.04.002. - Quorum of Boards, Commissions, and Committees.

Except when required otherwise by state law, the City Charter, or the Code, a quorum for the conduct of business shall consist of a simple majority of the members of the applicable board, commission, or committee.

Section 3. Procedure for Selection of Members. Section 1.04.003 of the Code is hereby amended to add subsection (f) to read as follows:

(f) *Composition of Certain Boards.* For those boards, commissions, or committees that have a minimum and maximum number of members (which are the Parks and Recreation Advisory

Committee, the Historical Preservation Commission, the Economic Development Committee, and the Public Arts and Culture Commission), the City Council shall establish the exact number of members within the specified range for each such board, commission, or committee by resolution at the time of appointing members in October of each year. The resolution shall state the number of members for the purpose of determining vacancies, quorums, and voting requirements. The number of members may be adjusted by adoption of a new resolution if the Council appoints additional members during the year.

Section 4. Parks and Recreation Advisory Board Membership Composition. Section 1.04.091(a) of the Code is hereby amended to read as follows, and the title of Section 1.04.091 shall be amended to read: “Sec. 1.04.091. – Composition; appointment and term of members”:

(a) The Parks and Recreation Advisory Board shall consist of a minimum of four (4) members and a maximum of seven (7) members, who shall serve on the board for a term of three (3) years or until their respective successors are appointed and have qualified. Board members may be removed at any time upon the affirmative vote of a majority of the city council.

Section 5. Historical Preservation Commission Membership Composition. Section 1.04.121(b) of the Code is hereby amended to read as follows:

(b) The commission shall consist of a minimum of four (4) members and a maximum of seven (7) 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.

Section 6. Economic Development Committee Membership Composition. Section 1.04.132(a) of the Code is hereby amended to read as follows:

(a) The Economic Development Committee shall consist of a minimum of four (4) members and a maximum of seven (7) members, as well as one council liaison. Preference shall be given to individuals with professional expertise in the following sectors: education, real estate, industrial, technology, non-profit, small business, retail, banking, healthcare, and utilities. The citizen members shall serve a term of three (3) years. The Economic Director or their appointee shall act as the city staff liaison for the committee.

Section 7. Public Arts and Culture Commission. Section 1.14.031 of the Code of Ordinances is hereby amended to read as follows:

(a) The Public Arts and Culture Commission is hereby established and shall be composed of a minimum of five (5) members and a maximum of nine (9) members who shall be residents of the city and who shall be appointed by the mayor and approved by the city council. Each member of the Public Arts and Culture Commission shall be appointed for a term of two (2) years, and no member shall serve more than three consecutive terms (six years maximum). The parks and recreation department shall solicit for members in August as needed and make recommendations to the board selection committee and the city council in September. The board selection committee shall interview and make recommendations to the city council. Newly appointed member terms shall begin on November 1st and end on October 31st. If a vacancy shall occur on the public arts and culture commission, a successor shall be appointed to serve for the remainder of the unexpired term of the member previously appointed to the vacant position in April during mid-year appointments. Any member of the commission that consistently fails to attend meetings without good cause shown, or without prior approval, may be referred by the commission to the city council for removal from the commission. The city council shall consider the referral and commission recommendation and may, in its sole discretion by majority vote, remove the referred member of the commission. The commission shall whenever possible be composed of one or more of the following members:

- (1) One city council member (ex-officio, non-voting member);
- (2) One member/instructor of an active local arts nonprofit organization/corporation or a commercial art dealer;
- (3) Two art instructors within a local LISD middle/high school; an accredited private school or an art instructor with a local college/university such as Austin Community College or Art Institute;
- (4) Two active professional artists;
- (5) Two citizens, supportive of, educated in, and/or active in the field of public art or community affairs; and
- (6) Two citizens, at-large.

Section 8. Effective Date. This ordinance shall take effect immediately upon passage and publication in accordance with the provisions of the Texas Local Government Code.

Section 9. Conflicting Ordinances. Chapter 1 of the Code shall be amended as provided herein. Any ordinances that conflict with this Ordinance shall be amended to the extent of any conflict herewith. In the event of a conflict between this Ordinance and another ordinance of the City, this Ordinance shall control.

Section 10. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, sentence, paragraph, or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 11. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this 3 day of October, 2024.

ATTEST

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor