



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, October 17, 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. Presentation regarding the 183 Corridor Study.
4. Joint Discussion with the Planning and Zoning Commission regarding the “Option Area” of the Northline Development.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Scout Troops 258 and 358 will present the Colors and lead the 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 October 3, 2024.

10. Approval of Resolution authorizing to apply for the Department of Energy, Energy Efficiency and Conservation Block Grant to reduce energy use and support energy efficiency.
11. Acceptance of infrastructure improvements for Bar W Ranch West Phase 2 Lift Station and Wastewater Improvements.
12. Acceptance of the public infrastructure improvements for Travisso Phase 4, Sections 7 and 8 and Phase 5, Section 3 including: streets, drainage and erosion, water, reclaimed water, wastewater, and streetlight improvements.
13. Approval of purchase of one (1) 2024 Ford truck from Sewell Ford of Odessa utilizing Solicitation S24-003 with Sewell Family of Companies in the amount of \$78,483.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0135 to amend a portion of the San Gabriel Villas Planned Unit Development and Development Agreement Case DA-24-0009 on one (1) parcel of land approximately 3.028 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R588850; legally described as Lot 2, Block B of the Aven Ridge Subdivision, and generally located east of the intersection of Aven Way and 183A Toll Road, Leander, Williamson County, Texas.
15. Approval of the extension of the application expiration for Subdivision Case FP-23-0079 Russi Replat Short Form Final Plat; more particularly described by Travis Central Appraisal District Parcel 354066, generally located at 15105 Round Mountain Road, Leander, Travis County, Texas.
16. Approval of the extension of the application expiration for Subdivision Case FP-23-0081 Gabriels Horn Development Final Plat; more particularly described by Williamson Central Appraisal District Parcels R473804, R500871, R022218, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriels Horn Road, Leander, Williamson County, Texas.
17. Approval of the extension of the application expiration for Subdivision Case PICP-21-0036 Northline Block A Construction Plans; more particularly described by Williamson Central Appraisal District Parcel R458187, generally located southwest of the intersection of San Gabriel Parkway and Main Street, Leander, Williamson County, Texas.
18. Approval of the extension of the application expiration for Subdivision Case PICP-22-0020 Northline Block O Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R517094 and R031604, generally located southwest of the intersection of Main Street and William Parker Street, Leander, Williamson County, Texas.
19. Approval of an amendment to Development Agreement Case 22-DA-028 on one (1) parcel of land approximately 13.871 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; and more commonly known as 10860 W. Crystal Falls Parkway, Leander, Williamson County, Texas.
20. Approval of management and service agreement by and between City of Leander Texas and Ryan Sanders Sports Services LLC (RS3) for restaurant and bar services to be provided at Crystal Falls Golf Club (CFGC); and authorize the City Manager to execute any and all necessary documents.
21. Award of contract utilizing Solicitation S24-010 to Ion Art, Inc., for the purchase and installation of an art sculpture, Iron Frog, at Devine Lake Park in an amount not to exceed \$50,000.00; and authorize the City Manager to execute any and all necessary documents.
22. Approval of a contract with Texas Patriot Contracting, LLC, in the amount of \$143,000.00 and Bee Cave Drilling, Inc., in the amount of \$6,087.30 for repairs and renovations to the Mason Homestead site; and authorize the City Manager to execute any and all necessary documents.

23. Authorize Purchasing Agreement L00409 by and between the City of Leander, Texas, and Xerox Business Solutions Southwest for the purchase of technology products and services, specifically a lease for printers, utilizing Harris County Department of Education (HCDE) "Choice Partners" Purchasing Program contract number 21/031K in the amount of \$290,000.00 for the term of contract expiring October 31, 2029; providing for an effective date; and authorize the City Manager to execute any and all necessary documents.
24. Approval of the Urbana at Hero Way License to Encroach Agreement, Case LA-24-0033, to allow for the installation and maintenance of signage within portions of the right-of-way of Hero Way West, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

25. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0014 to amend the Comprehensive Plan land use category from Leander Central to Activity Center on eight (8) parcels of land approximately 16.0602 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R517094, R031604, R646992, R646986, R646987, R646988, R646989, and R646990; and more commonly known as southwest of the intersection of East San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Comprehensive Plan Case CPA-24-0014 as described above.
26. Conduct a Public Hearing regarding the approval of a Resolution approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc.; authorizing the issuance of "\$39,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024"; establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds
 - Discuss and consider action on a Resolution approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc., authorizing the issuance of "\$39,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024"; establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds

REGULAR AGENDA

27. Discuss and consider action on the Second Reading of an Ordinance 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) and Development Agreement Case DA-24-0007 on eight (8) parcels of land approximately 16.0602 acres $\pm$ 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.
28. Discuss and consider action on an Ordinance implementing Civil Service for Firefighters and establishing classification and the number of positions in each classification; authorizing the Fire Chief to appoint each Assistant Fire Chief; and providing for related matters.

29. Convene into Executive Session pursuant to Section 551.074, Personnel, to discuss appointments to the Planning and Zoning Commission and Board of Adjustment, if needed.

Reconvene into open session.

30. Discuss and consider action on appointments to the following boards, commissions and committees: Board of Adjustment, Ethics Commission, Historical Preservation Commission, Leander Public Arts and Cultural Commission, Planning and Zoning Commission, Tax Increment Reinvestment Zone No.1(TIRZ) Board, Development Authority Board, as well as the Economic Development Committee and Parks & Recreation Advisory Board if needed.
31. 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.]*
32. Council Member Closing Statements.
33. Convene into Executive Session pursuant to:
1. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding BCRUA Projects, contracts, and related financing and management of water usage; and
 2. 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. BCRUA Projects, contracts, and related financing and management of water usage; and
2. Acquisition of property for the Leander 2243 Water Main Project.

34. 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 14 day of October 2024 by 3:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC

City of
Leander



US 183 Corridor Study

**Council Workshop
October 17, 2024**

Agenda

- Public Engagement Summary
- Needs Assessment
- Recommendations
- Next Steps

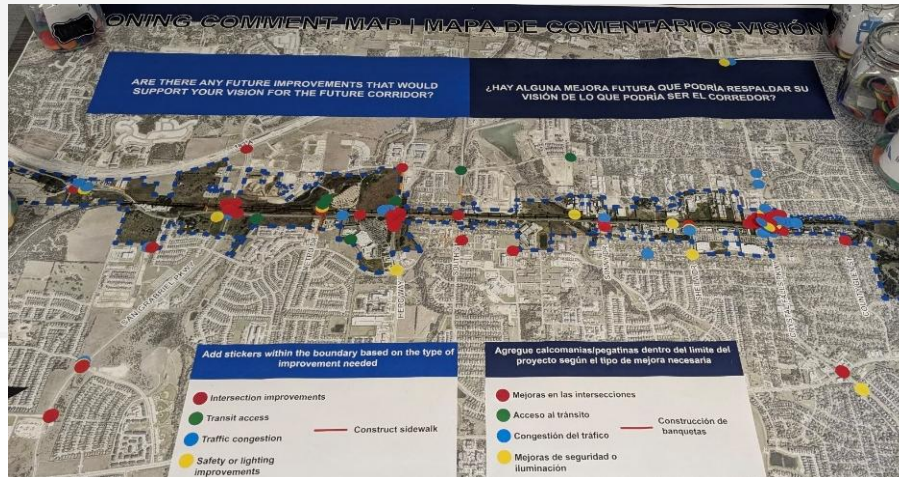


Public Engagement Summary



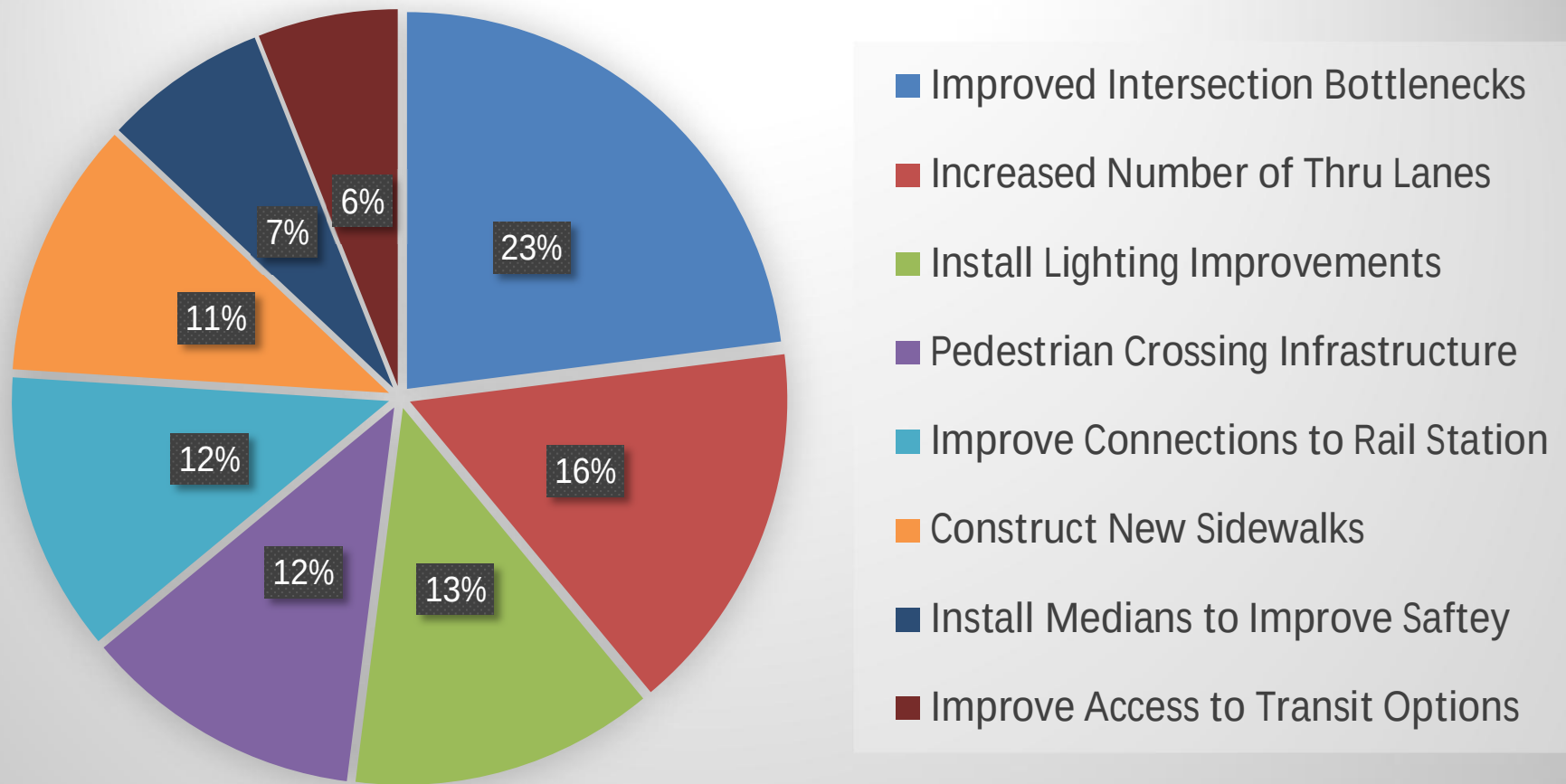
Public Engagement Overview

- Technical Working Group Meetings
- Old Town Christmas Festival Pop-Up
- US 183 Block Walk
- Public Open House
- Virtual Stakeholder Meetings
- Online Surveys & Maps



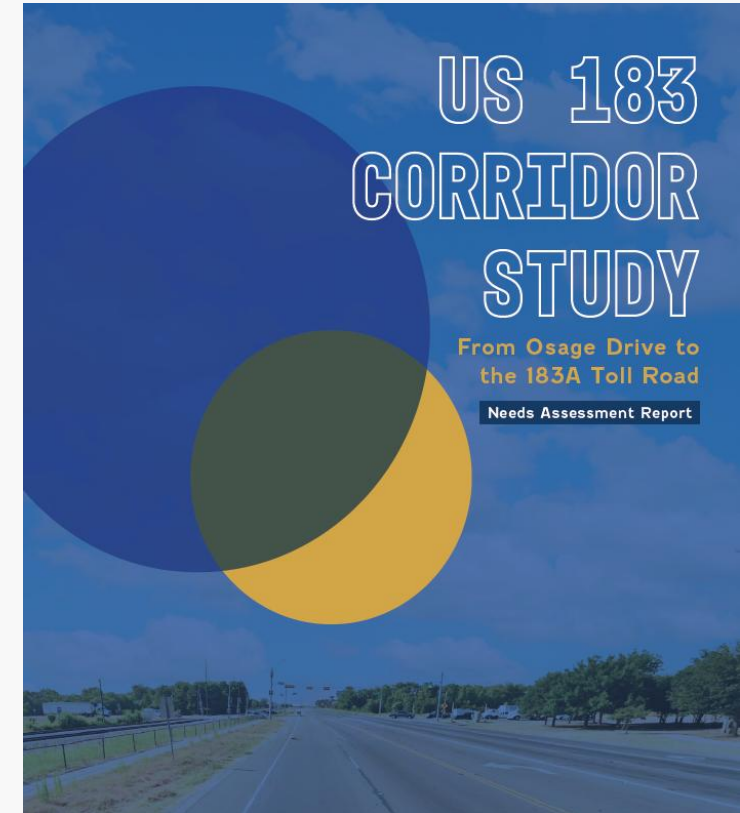
10/17/2024

Public Engagement Key Findings



Needs Assessment Highlights

- Need support for **alternative modes of transportation**
- Several **intersections** and railroad crossings are **bottlenecks**
- Many key **safety improvements** need to be made to **minimize challenging traffic operations**



Speed Reduction – Justification

Benefits

- Enhances safety for both pedestrians and drivers
- Promotes a more pedestrian-friendly environment
- Reduces noise pollution
- Creates a more inviting environment for future developments

Need

- 1/4 of crashes on corridor related to speed
- Enables and supports other transportation improvements
- Enables transition from highway to boulevard



Railroad Crossing Enhancements – Justification

Benefits

- Improve safety for pedestrians by providing designated and well-marked crossings
- Promote accessibility and encourages walking

Need

- Currently only one pedestrian crossing has a gate
- Supports proposed sidewalks crossing the railroad
- Known pedestrian fatality while crossing railroad tracks



Source: New Jersey Department of Transportation



Source: New Jersey Department of Transportation



Source: © 2018 Google® Earth™

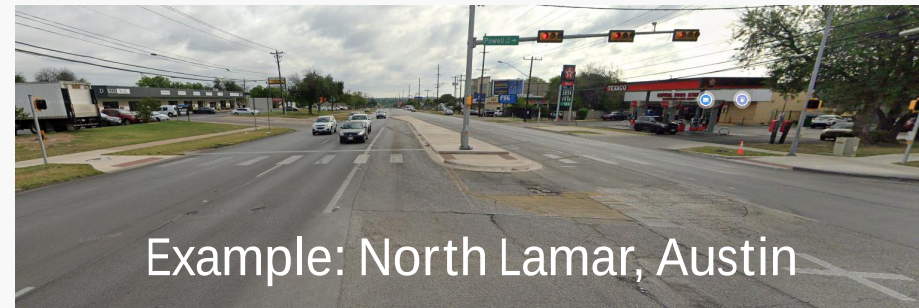
Sidewalk & Crosswalk – Justification

Benefits

- Enhances pedestrian safety
- Improve accessibility and connectivity
- Promotes a healthier lifestyle

Need

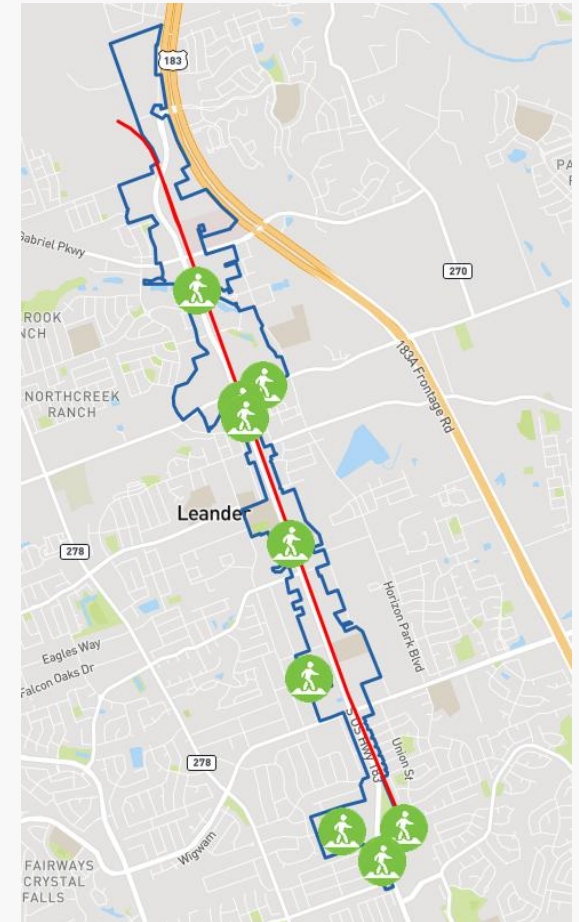
- Indicated need from community engagement
- Support for future residential and retail developments
- History of pedestrian crashes in areas without sidewalks and crossing infrastructure



Sidewalk & Crosswalk – Justification

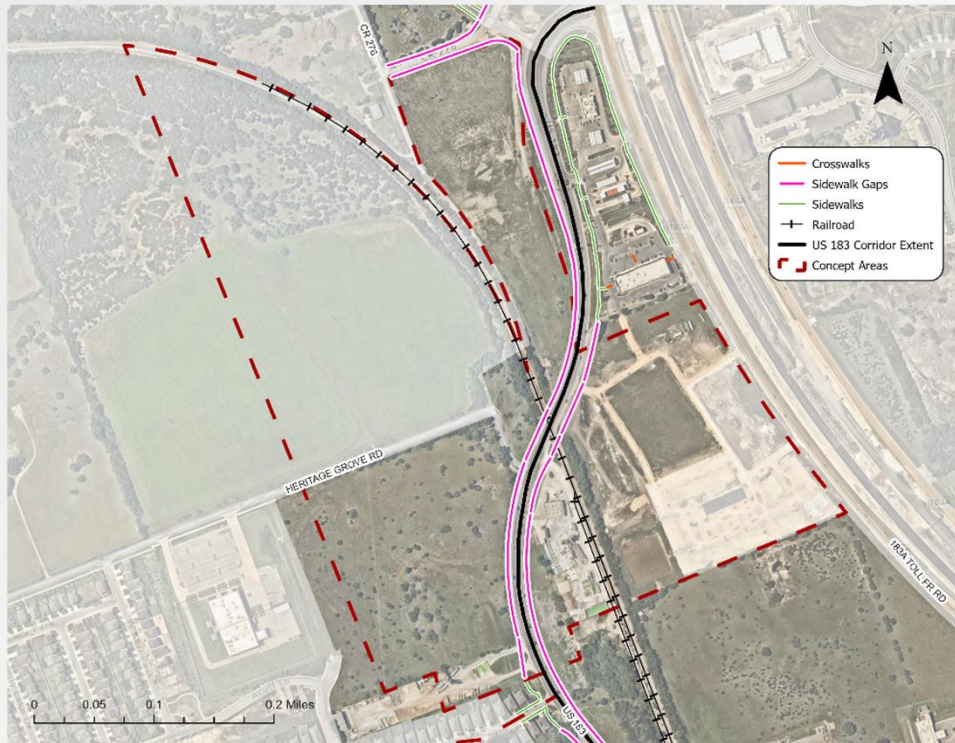
Comments

- Need for sidewalks to support businesses
- Sidewalks needed to connect residential and retail
- Promotes a healthier lifestyle
- Sidewalks needed to increase access to transit
- Need sidewalks along the entire corridor to provide access throughout
- Need additional east/west sidewalk connections
- Old Town should be designated as downtown but needs to be supported by pedestrian facilities

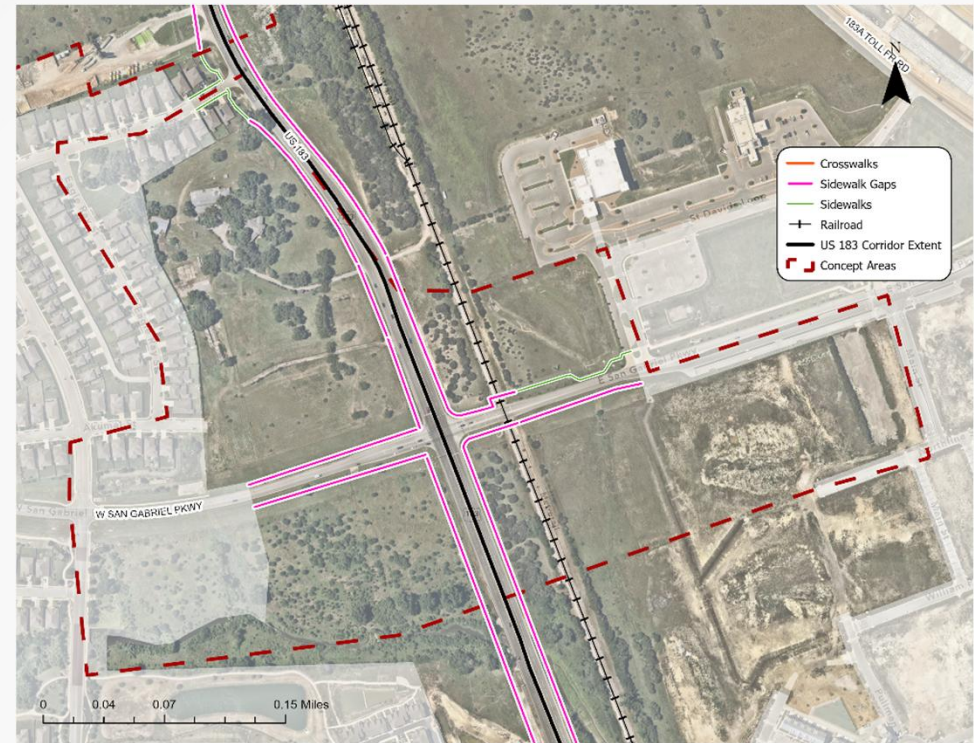


Needs – Sidewalk Connectivity

Industrial / Pointe 183



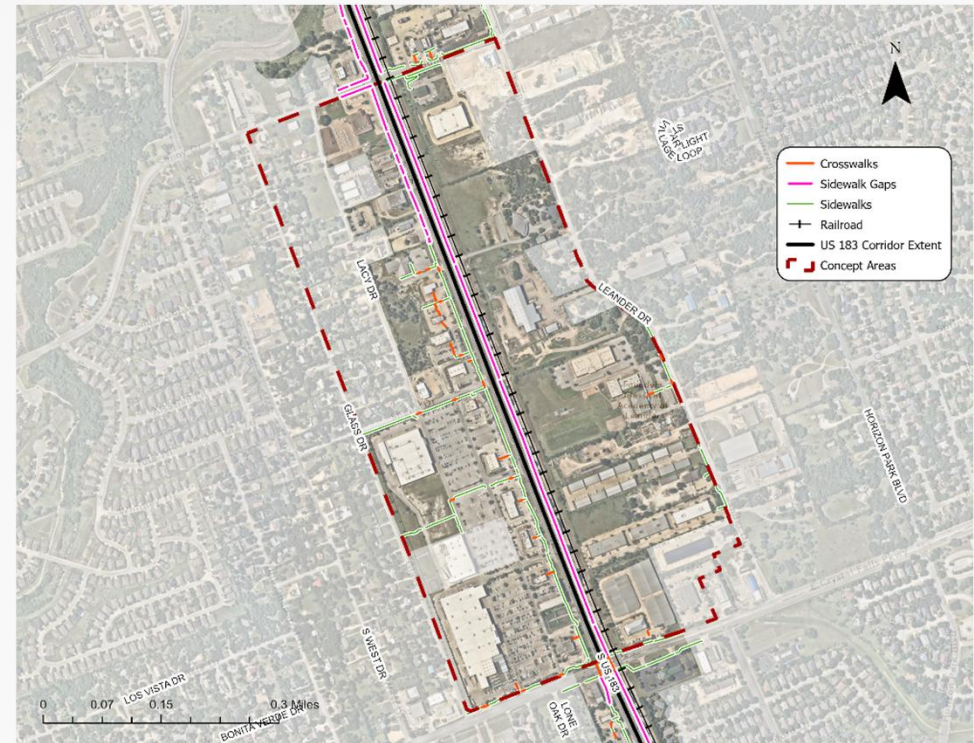
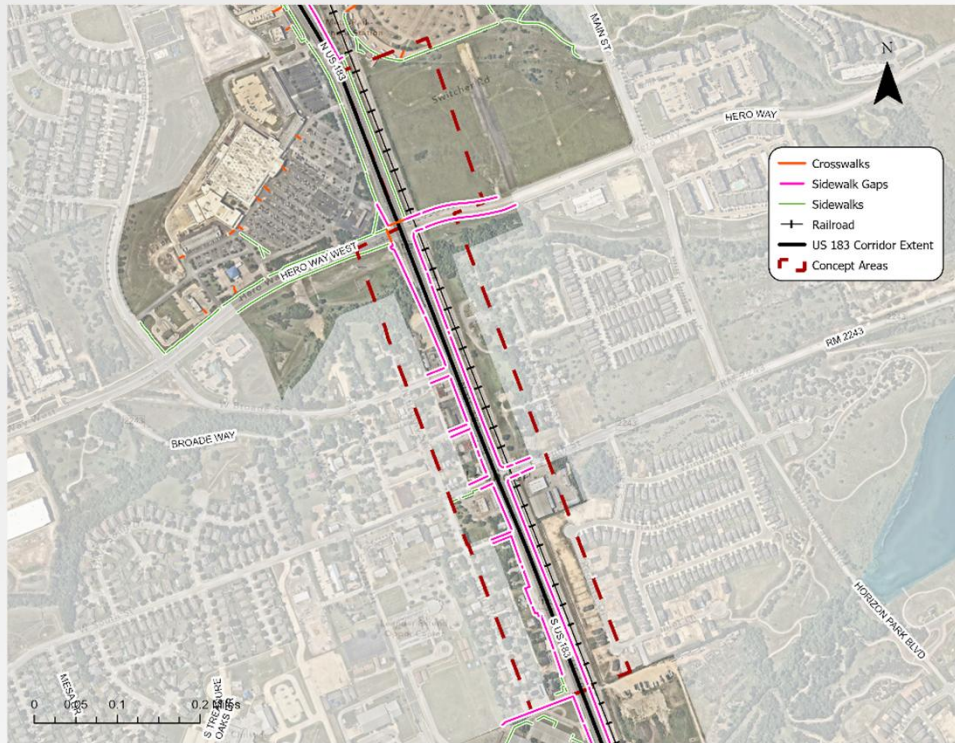
Northline / San Gabriel



Needs – Sidewalk Connectivity

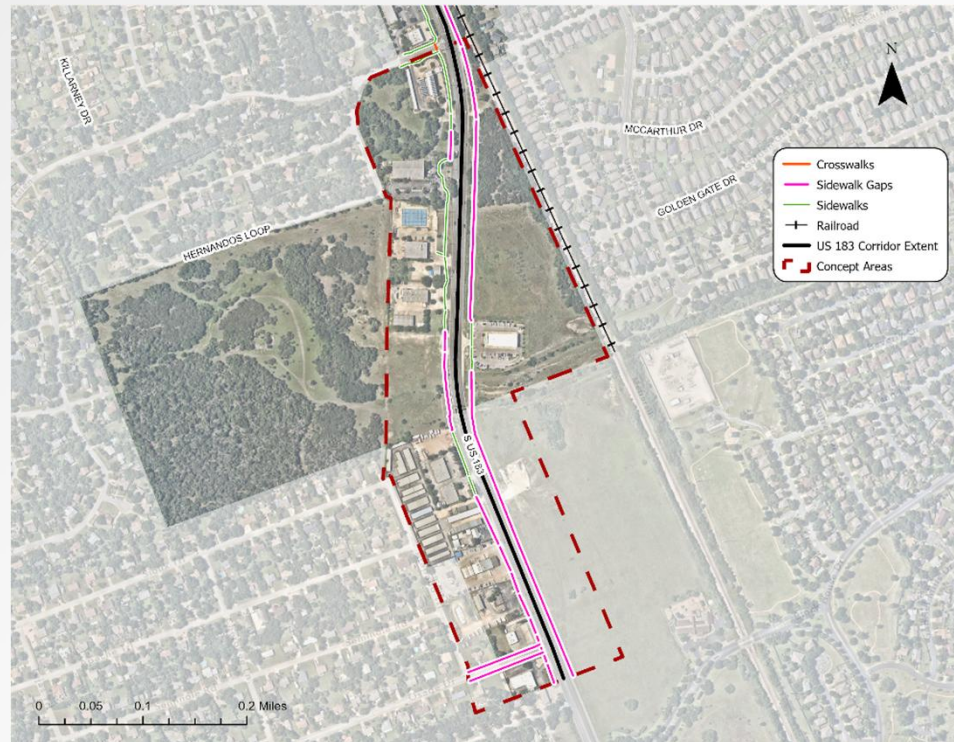
Old Town

Gateway



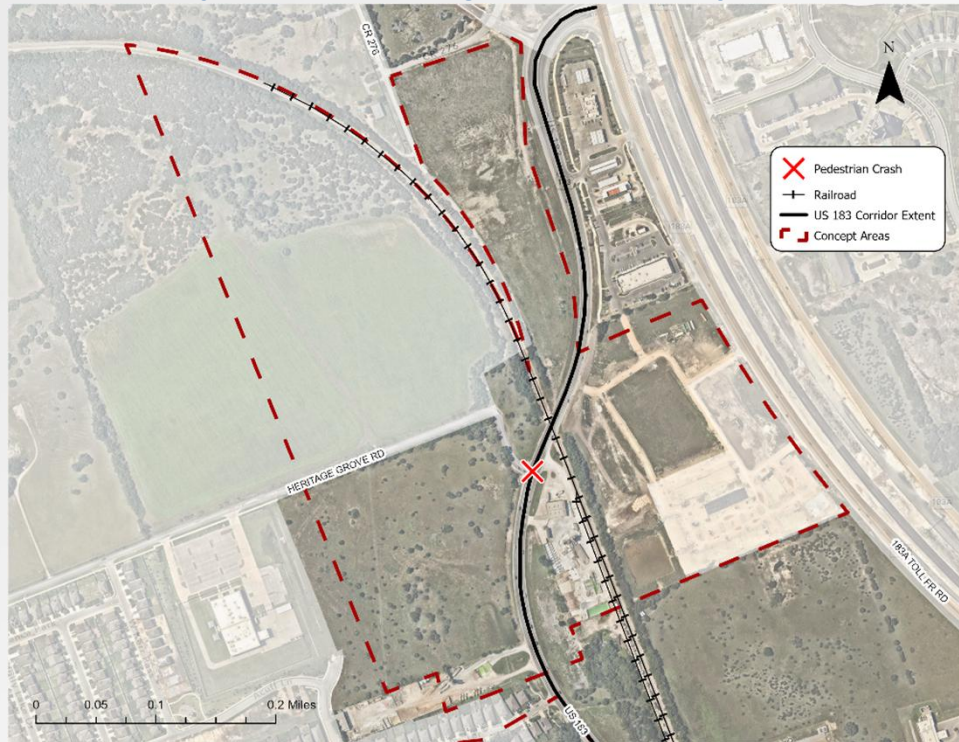
Needs – Sidewalk Connectivity

Knight

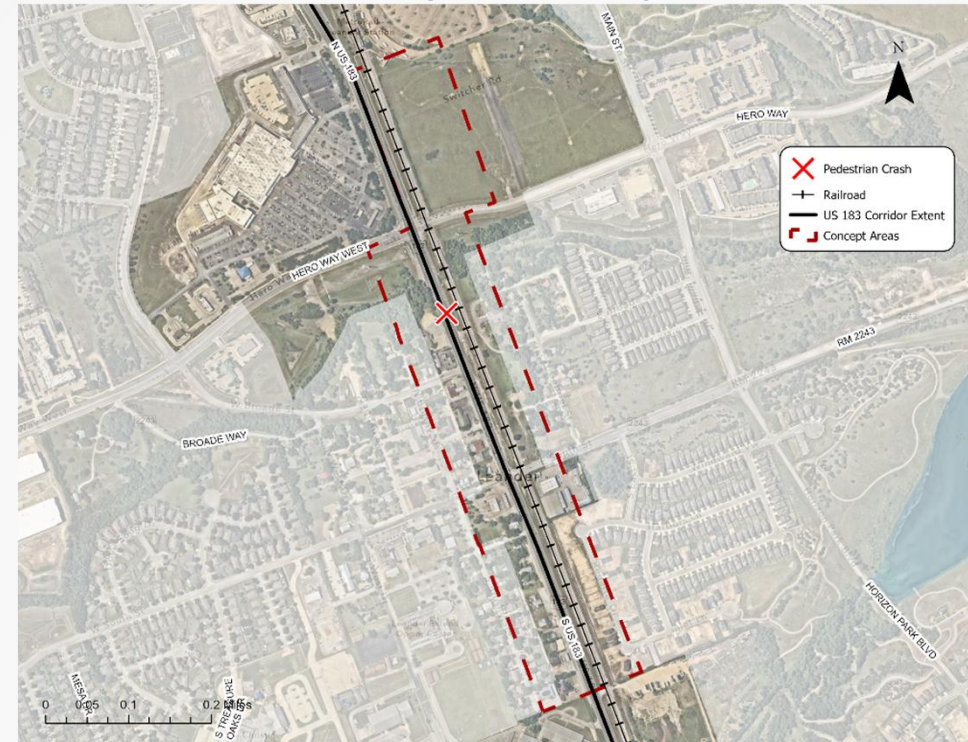


Needs – Pedestrian Crashes

Industrial / Pointe 183 – Pedestrian Struck by Car Resulting in Serious Injuries

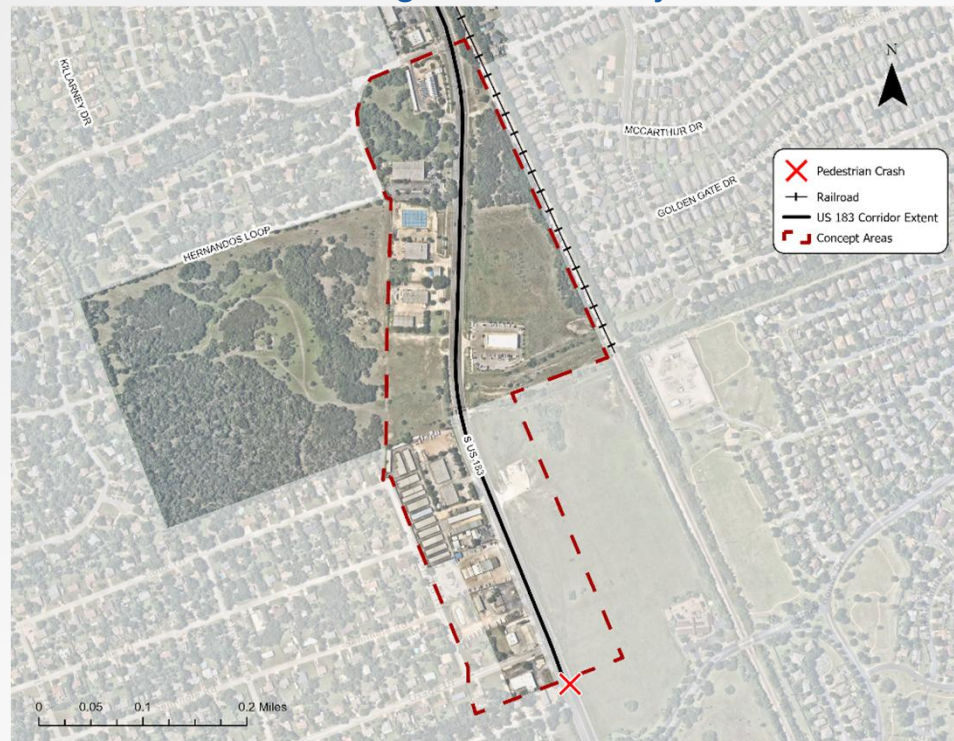


Old Town – Pedestrian Struck by Car Resulting in Minor Injuries



Needs – Pedestrian Crashes

Knight – Pedestrian Struck by Car
Resulting in Serious Injuries



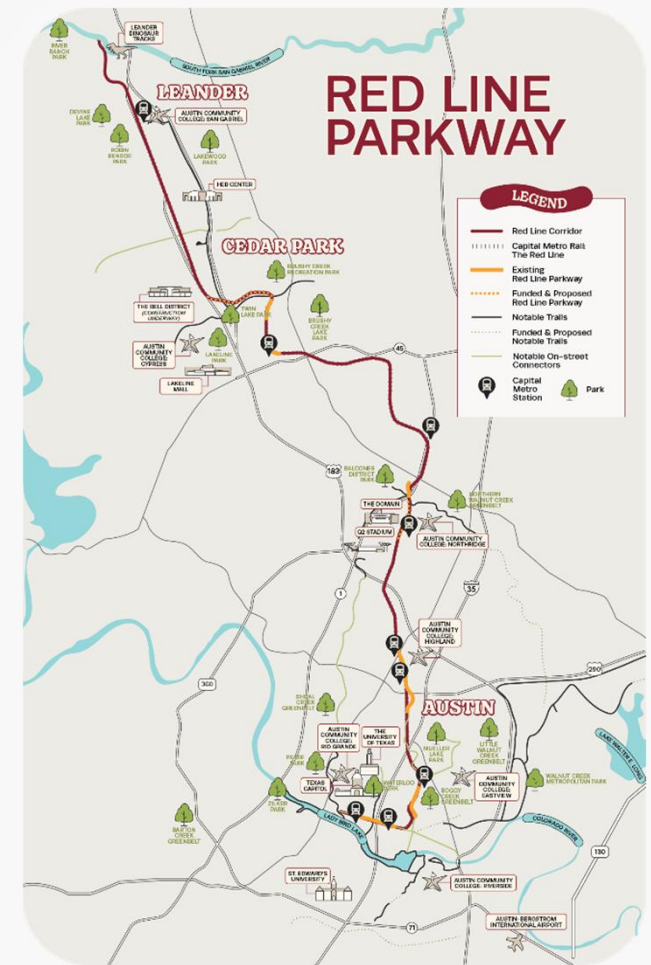
Trails & Shared Use Path – Justification

Benefits

- Promote active transportation by providing a safe and convenient option
- Improve accessibility and connectivity
- Reduces reliance on motorized vehicles
- Boosts local economy through tourism and recreational visitors

Need

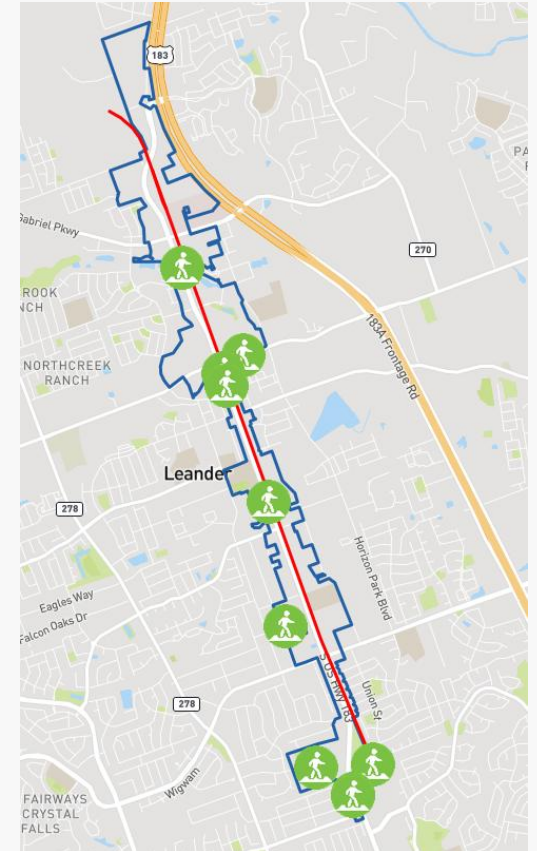
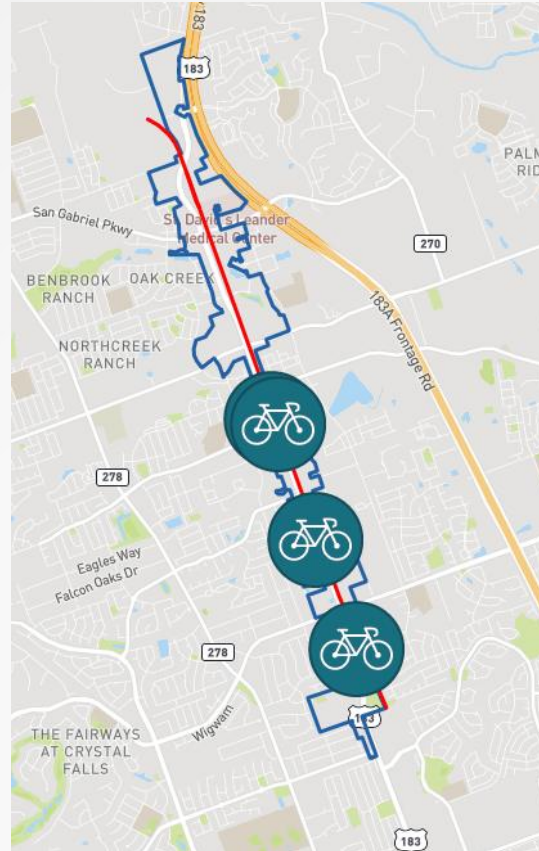
- Planned trails in local plans
- Regional shared use path (red line parkway)
- Engagement results supported increased connections to transit and investment in bike and pedestrian facilities



Trails & Shared Use Path – Justification

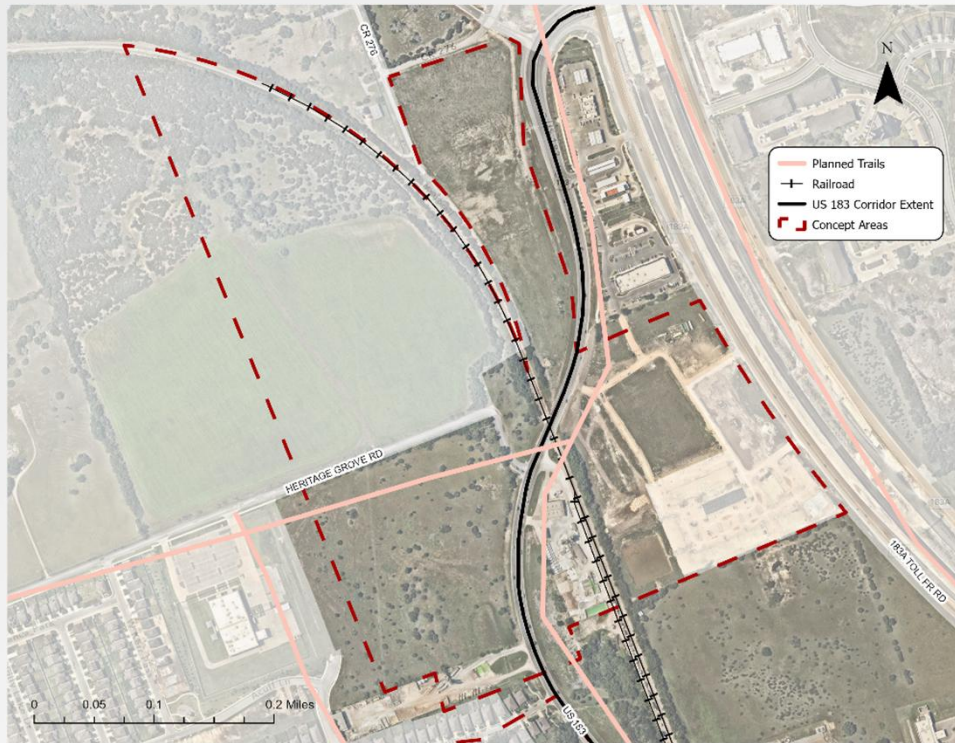
Comments

- Provide trail access to creeks
- Utilize green spaces by providing trail access
- Can't safely ride bike between Sheila Dr and Hero Way
- Can't safely ride bike between Crystal Falls and New Hope
- Would like to see Red Line Trail completed
- Would like to see SUP to support biking, walking, and transit access along corridor

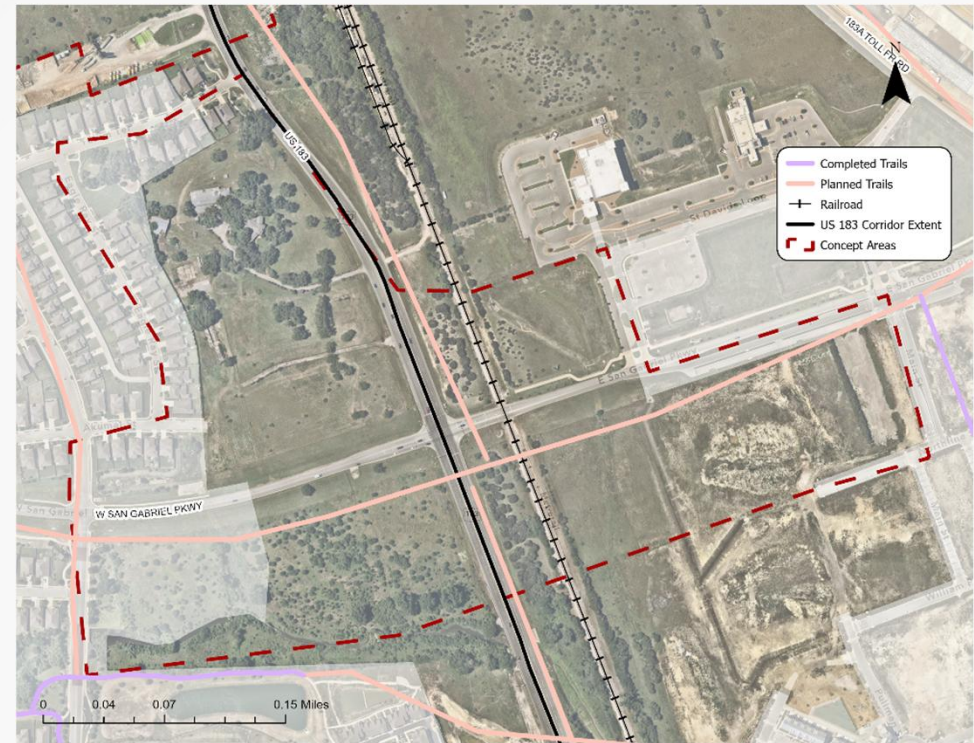


Needs – Additional Trails & Shared Use Path

Industrial / Pointe 183

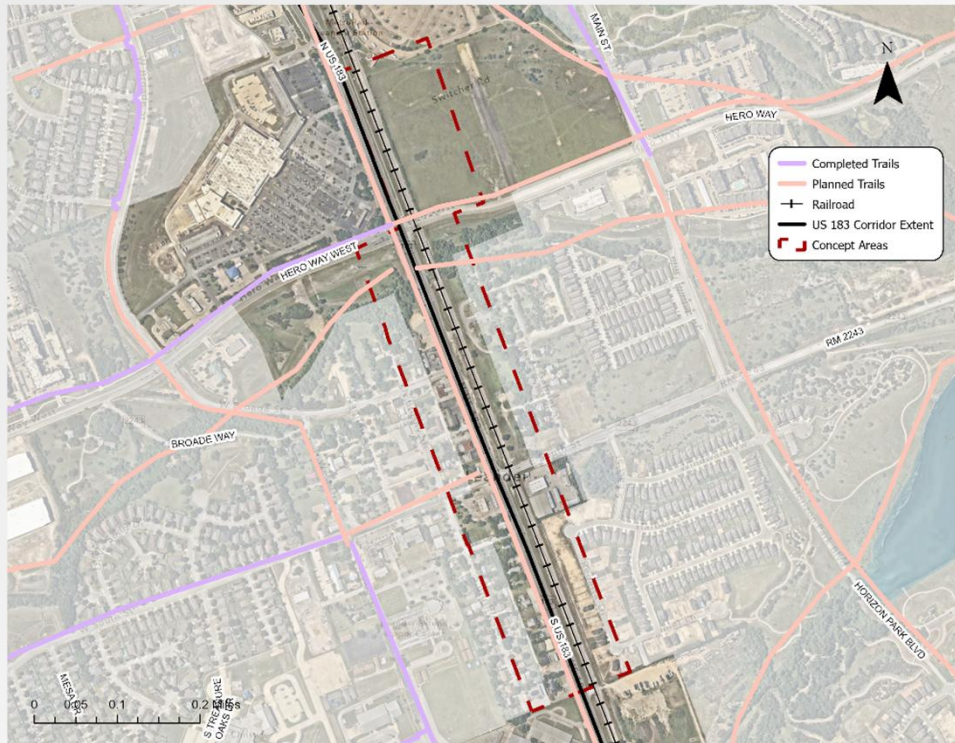


Northline / San Gabriel

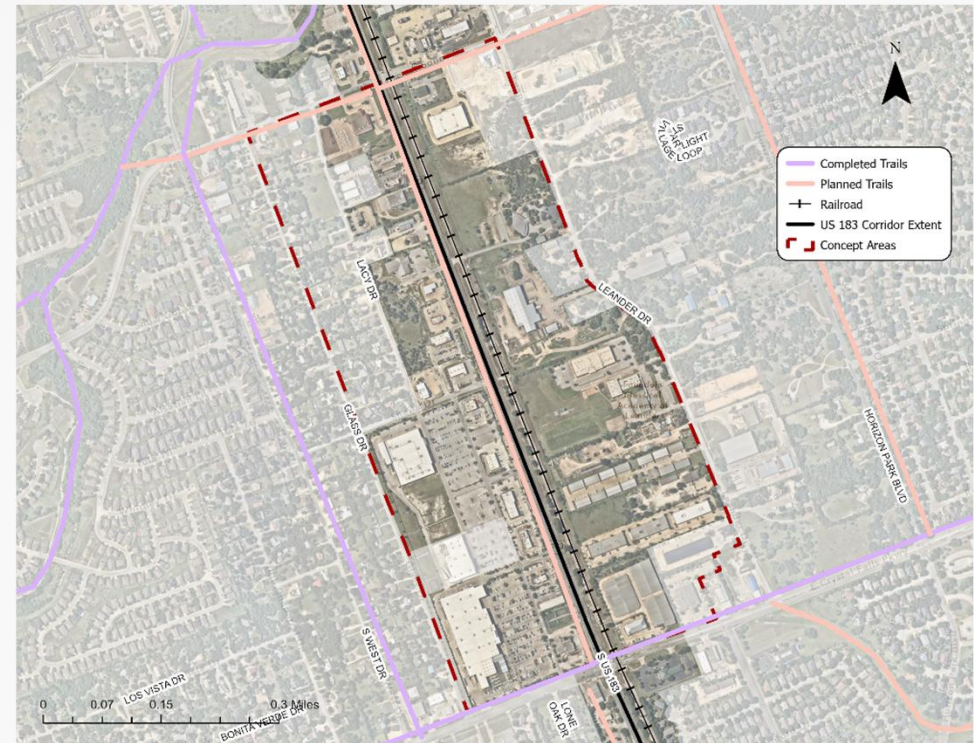


Needs – Additional Trails & Shared Use Path

Old Town

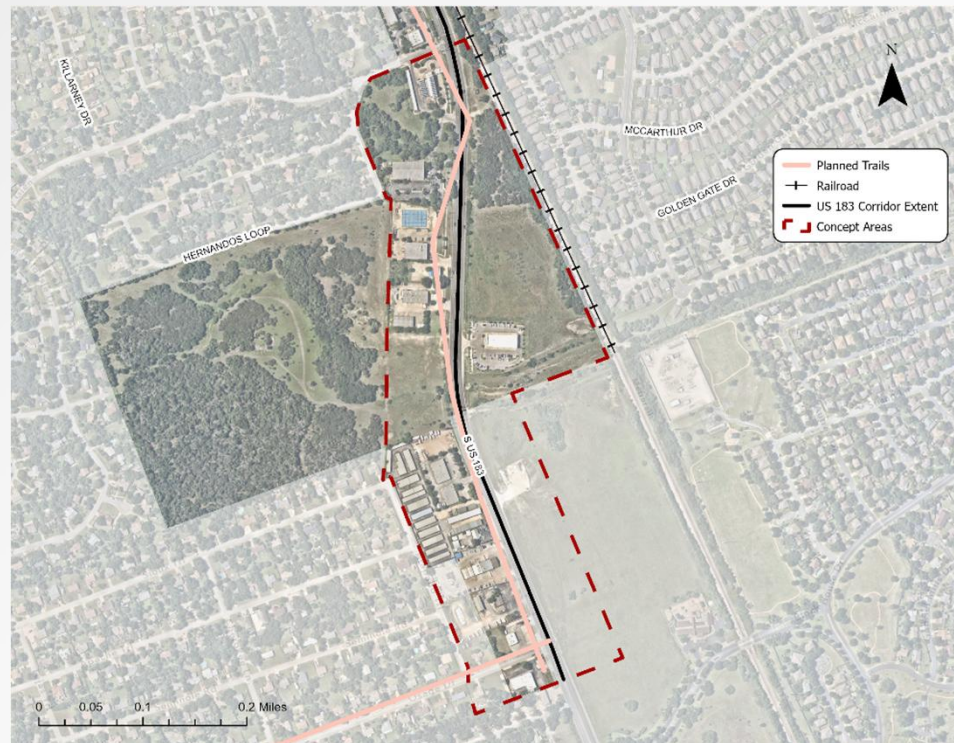


Gateway



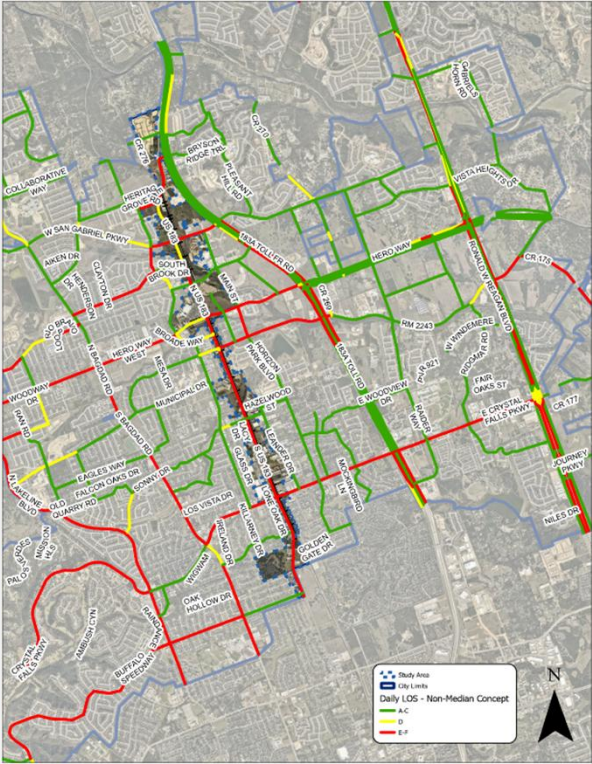
Needs – Additional Trails & Shared Use Path

Knight

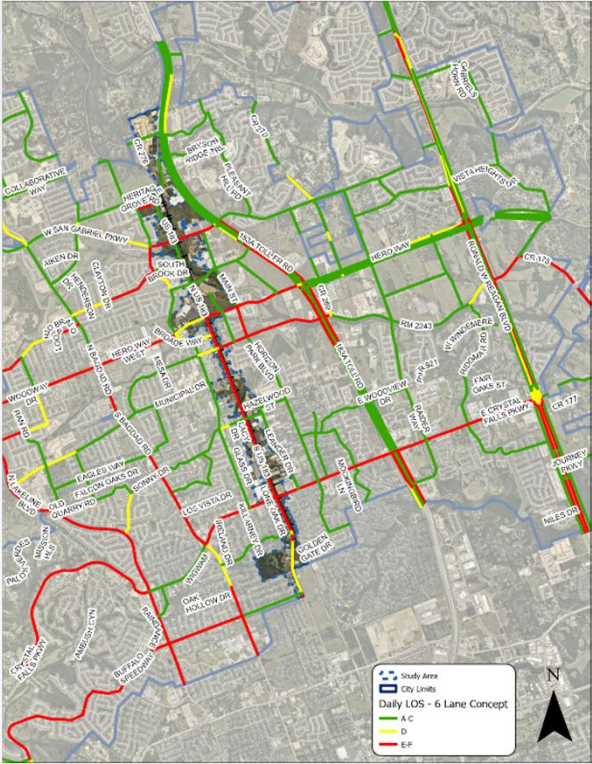


Needs – Access Management – Projected Segment LOS

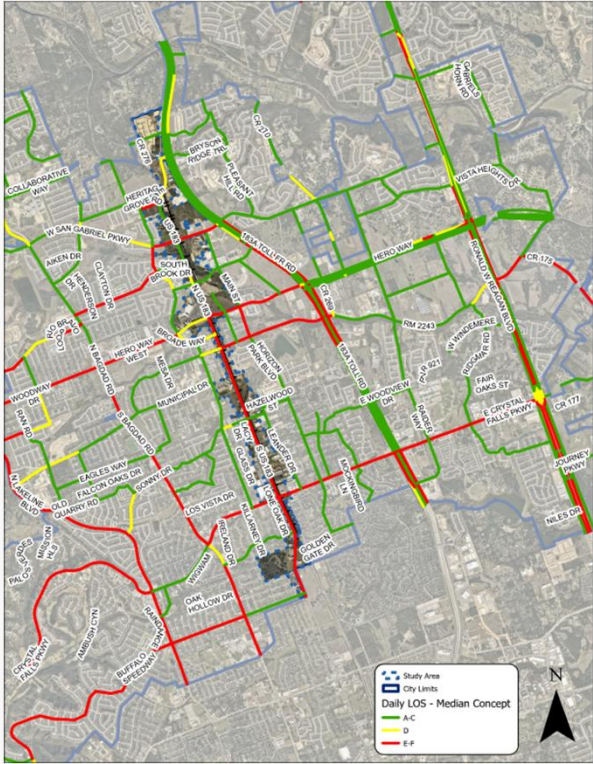
As-Is, No Median, Undivided



Widened, 6 Lanes Undivided



4 Lanes with Median, Divided



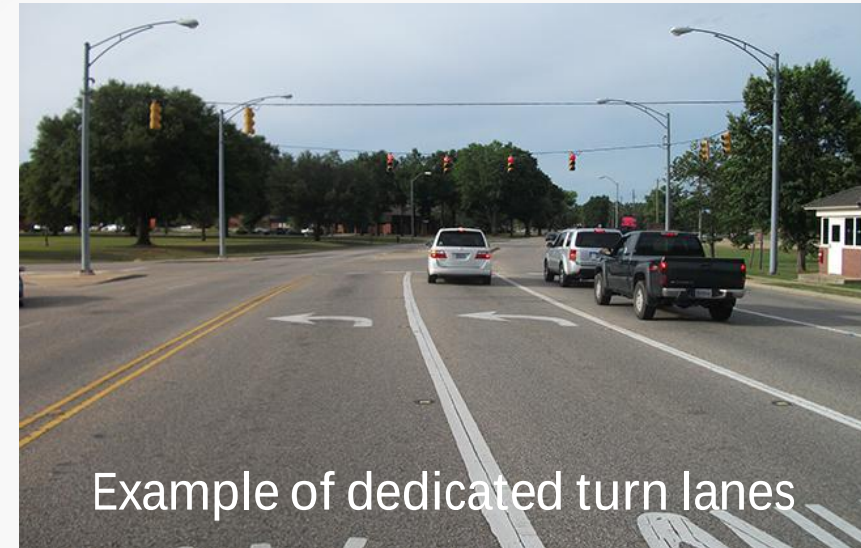
Needs – Intersection Capacity

Benefits

- Separate turning traffic from through traffic
 - Improves traffic flow & reduces congestion
- Reduces the likelihood of accidents caused by conflicting movements
- Allows more vehicles to make turns simultaneously
- Improves visibility for both drivers and pedestrians

Need

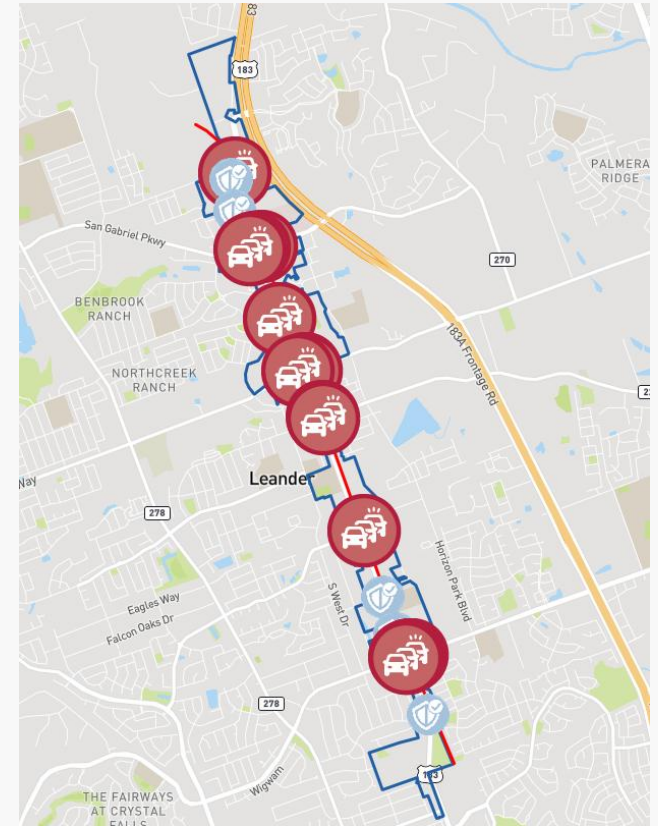
- High concentration of left turn and intersection-related crashes
- Congestion analysis shows intersections as bottlenecks
- Expressed as the largest concern throughout the engagement



Needs – Intersection Capacity

Comments

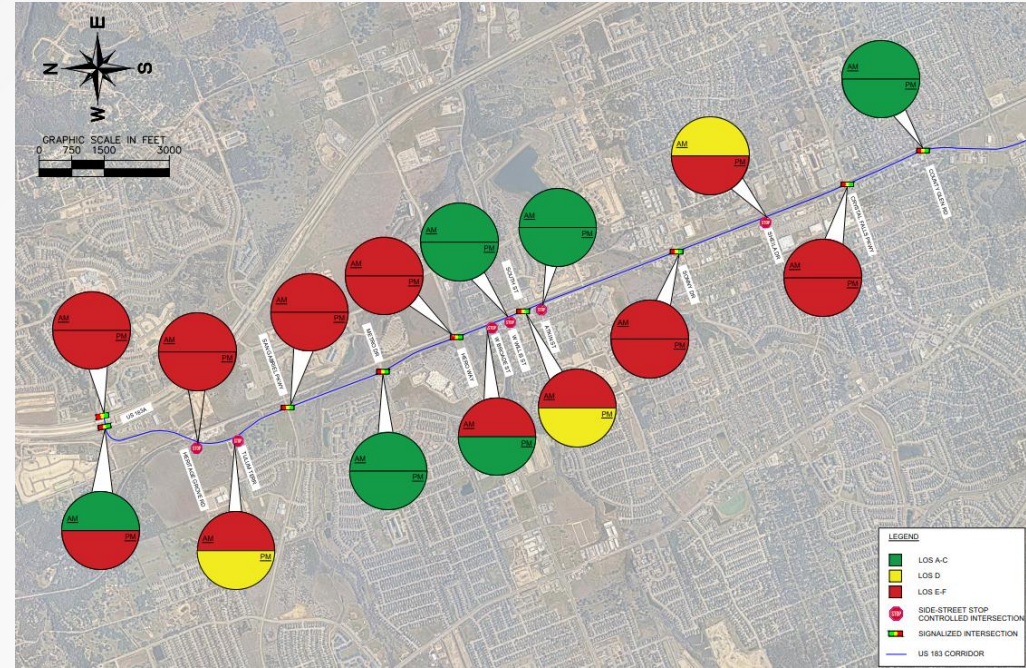
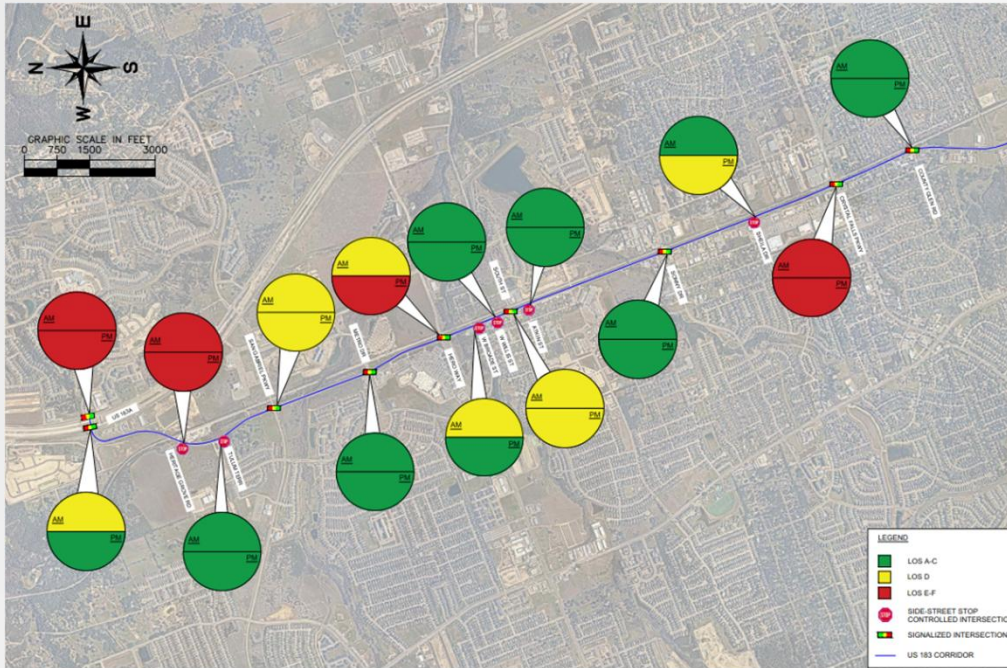
- Difficult/dangerous left turns at intersections
- Need for additional turn lanes
- Intersection operations are inefficient
- Need for dedicated right turn lanes



Needs – Intersection Capacity

Existing Intersection Level of Service

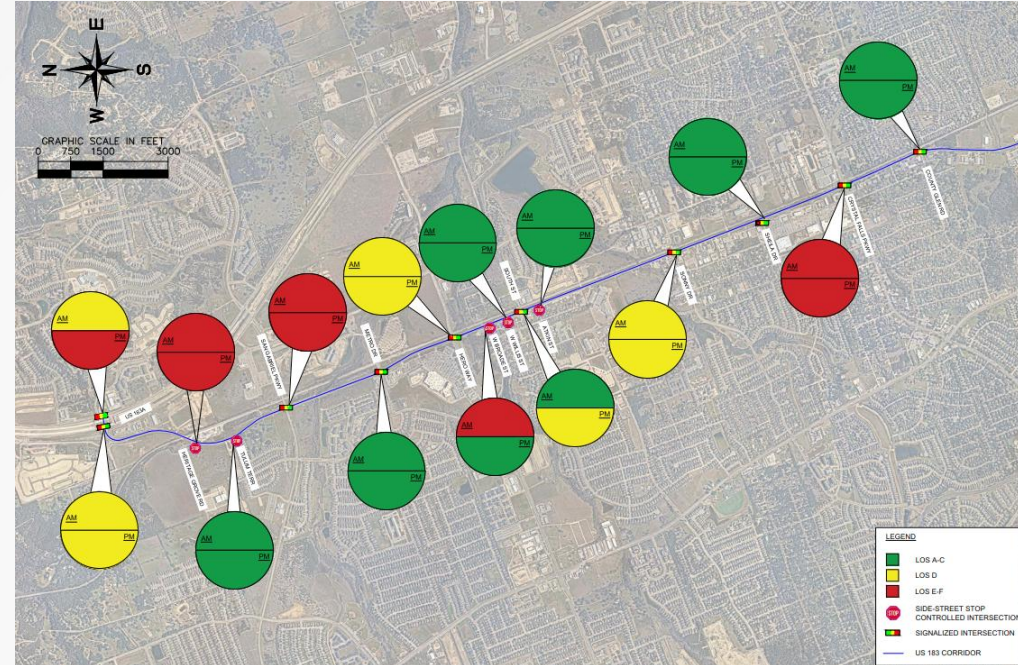
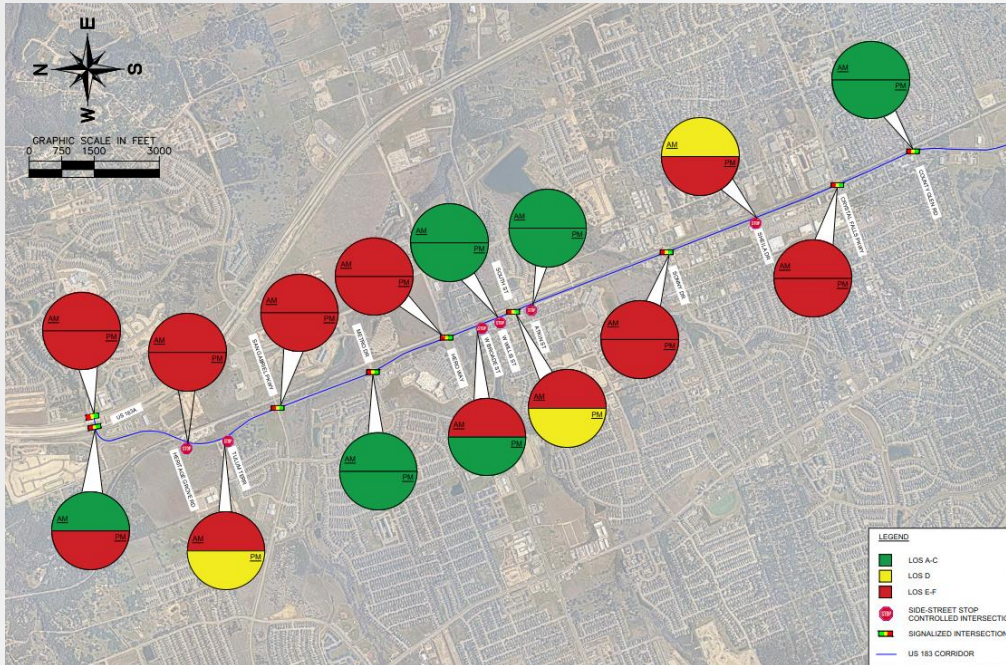
Projected Intersection Level of Service w/o Improvements



Needs – Intersection Capacity

Projected Intersection Level of Service w/o Improvements

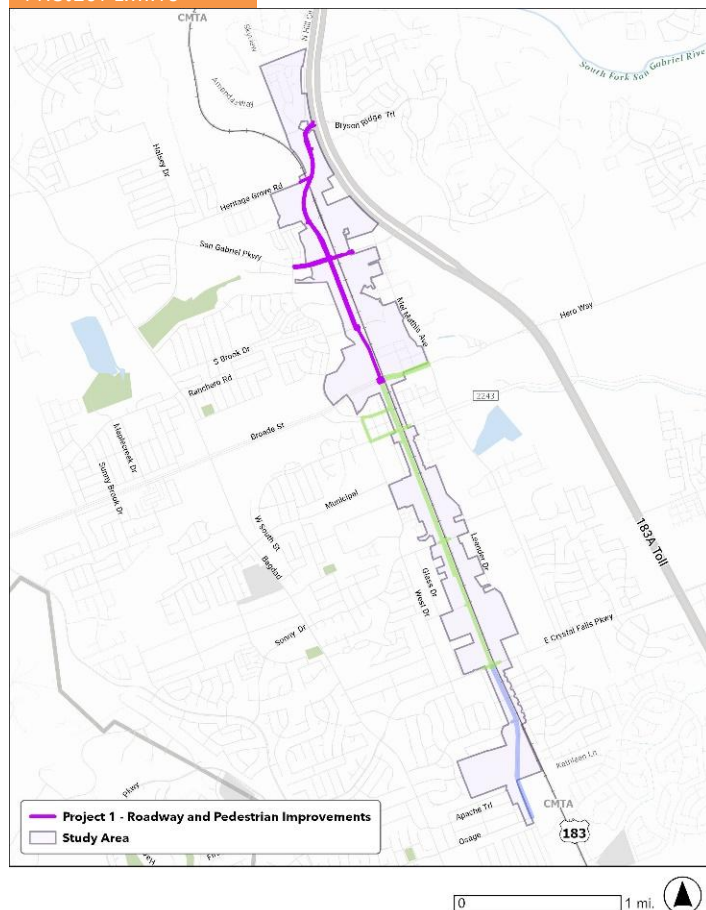
Improved Intersection Level of Service



Project 1 - Roadway and Pedestrian Improvements from 183A to Hero Way (Segment 1)



PROJECT LIMITS



PROJECT PURPOSE

- Streamline traffic flow
- Enhance pedestrian infrastructure
- Ensure safer, more efficient travel

PROJECT NEED

- Two fatalities and five serious crashes
- Significant future intersection delays
- Discontinuous sidewalks to numerous activity centers

GRANTS TO TARGET

- CAMPO
 - Transportation Alternatives (Due Dec 24)
 - Surface Transportation Program Metro Mobility (Anticipated 2025)

Estimated Project Cost: \$14.0M

PROPOSED IMPROVEMENTS

- Intersection improvements
 - Heritage Grove realignment intersection control
 - San Gabriel
- Enhanced sidewalks
- Pedestrian hybrid beacons
- Pedestrian bridge
- Raised medians
- Curb & Gutters

*cost estimates are still being finalized

Project 1 - Roadway and Pedestrian Improvements from 183A to Hero Way (Segment 1)

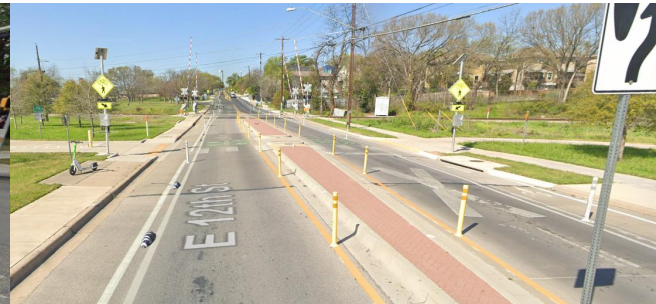
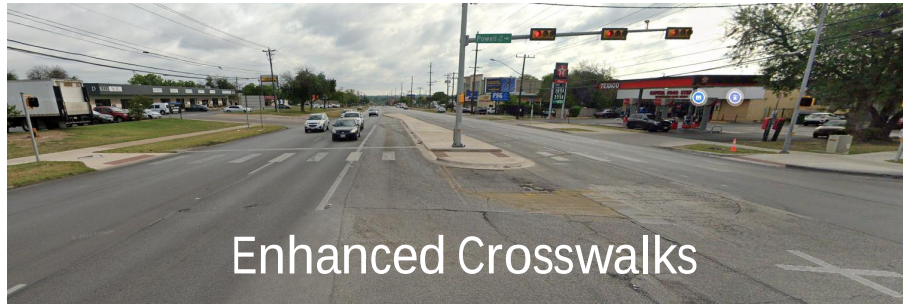


Estimated Project Cost: \$14.0M



PROPOSED IMPROVEMENTS

- Intersection improvements
 - Heritage Grove realignment intersection control
 - San Gabriel
- Enhanced sidewalks
- Pedestrian hybrid beacons
- Pedestrian bridge
- Raised medians
- Curb & Gutters

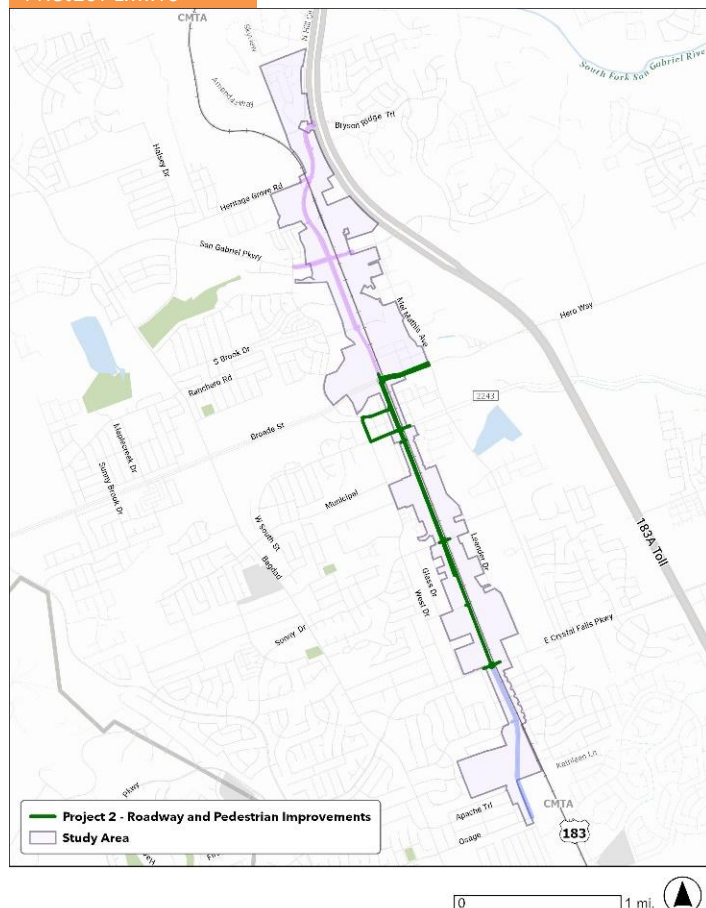


*cost estimates are still being finalized

Project 2 - Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2)



PROJECT LIMITS



PROJECT PURPOSE

- Enhance safety
- Enhance pedestrian infrastructure
- Reduce travel delay

PROJECT NEED

- Three Serious injuries and one fatal crash
- Significant future intersection delays
- Discontinuous sidewalks

GRANTS TO TARGET

- CAMPO
 - Transportation Alternatives (Due Dec 24)
 - Surface Transportation Program Metro Mobility (Anticipated 2025)

Estimated Project Cost: \$18.0M

PROPOSED IMPROVEMENTS

- Intersection improvements
- Continuous sidewalks
- Added left-turn lane
- Pedestrian bridge
- Raised medians

*cost estimates are still being finalized

Project 3 - Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Dr (segment 3)



PROJECT LIMITS



PROJECT PURPOSE

- Enhance safety
- Enhance pedestrian infrastructure
- Enhance access

PROJECT NEED

- Four serious injuries due to crashes
- Higher than state average crash rates
- Discontinuous sidewalks

GRANTS TO TARGET

- CAMPO
 - Transportation Alternatives (Due Dec 24)
 - Surface Transportation Program Metro Mobility (Anticipated 2025)

Estimated Project Cost: \$10.1M

PROPOSED IMPROVEMENTS

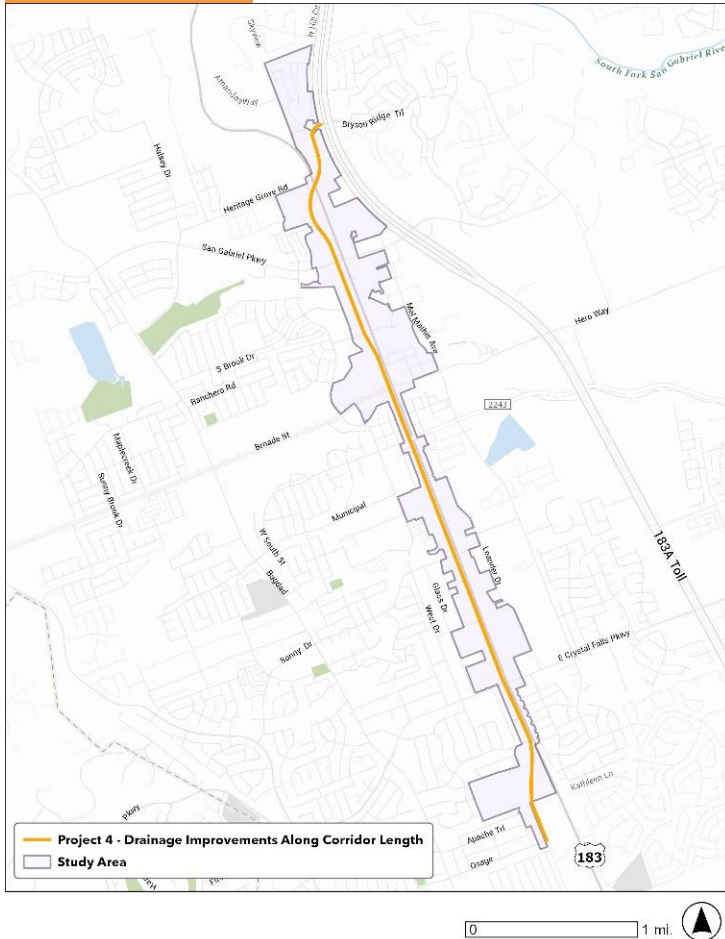
- Intersection improvements
- New right-turn lane
- Continuous sidewalks
- Raised median

*cost estimates are still being finalized

Project 4 - Drainage Improvements



PROJECT LIMITS



PROJECT PURPOSE

- Mitigate flood risk
- Enhance resilience
- Maintain safer travel during rain events

PROJECT NEED

- Increased severe weather events
- Roadway flooding

GRANTS TO TARGET

- USDOT
 - Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (Quarter 2, 2025)

Estimated Project Cost: \$1.15M

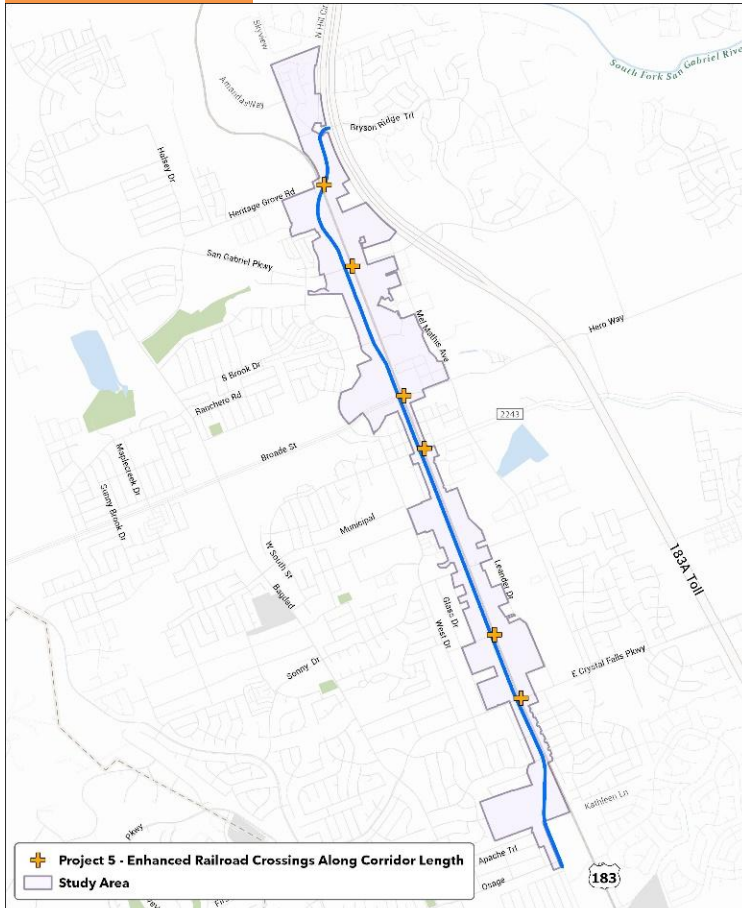
PROPOSED IMPROVEMENTS

- Curb and gutter

*cost estimates are still being finalized

Project 5 - Enhanced Railroad Crossings

PROJECT LIMITS



PROJECT PURPOSE

- Enhancing railroad crossing
- Improve safety
- Improve interactions between modes

PROJECT NEED

- Train/auto collisions
- Delays at critical crossings and railroad disruptions
- Pedestrian/bike barriers

GRANTS TO TARGET

- USDOT
 - Consolidated Rail Infrastructure and Safety Improvements (Quarter 2, 2025)
- Railway Crossing Elimination Grant (Quarter 3, 2025)

Estimated Project Cost: \$35.4M

PROPOSED IMPROVEMENTS

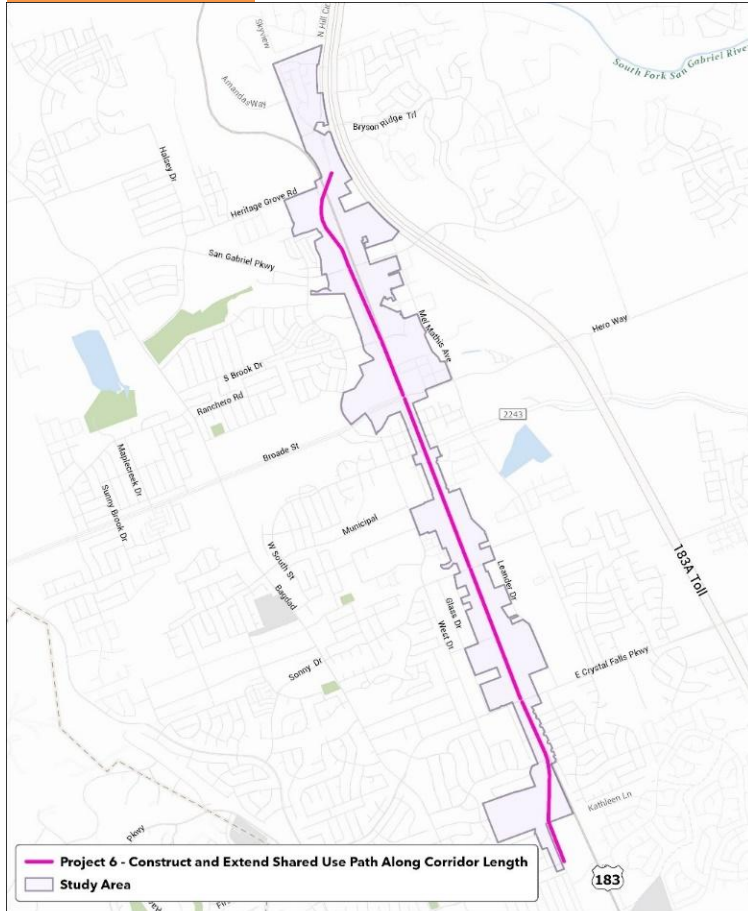
- Enhanced crossings:
 - Near Heritage Grove Road
 - At San Gabriel railroad crossing
 - At Hero Way railroad crossing
 - At South St railroad crossing
 - At private railroad crossing at Crystal Falls Parkway
 - At private railroad crossing 800' north of Sheila Drive
- Grade Separations (order by feasibility)
 - San Gabriel Parkway
 - Hero Way
 - Crystal Falls Parkway

*cost estimates are still being finalized

Project 6 - Shared Use Path



PROJECT LIMITS



PROJECT PURPOSE

- Improve pedestrian/bike safety
- Enhance access
- Promote active transportation

PROJECT NEED

- Pedestrian-related auto crashes
- Fragmented sidewalk
- Lack of access to transit

GRANTS TO TARGET

- CAMPO
 - Transportation Alternatives (Due Dec 24)
 - Surface Transportation Program Metro Mobility (Anticipated 2025)

Estimated Project Cost: \$2.5M

PROPOSED IMPROVEMENTS

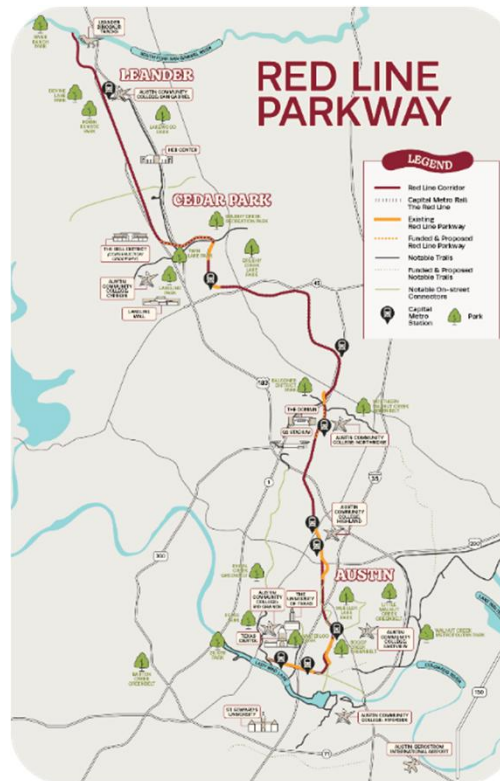
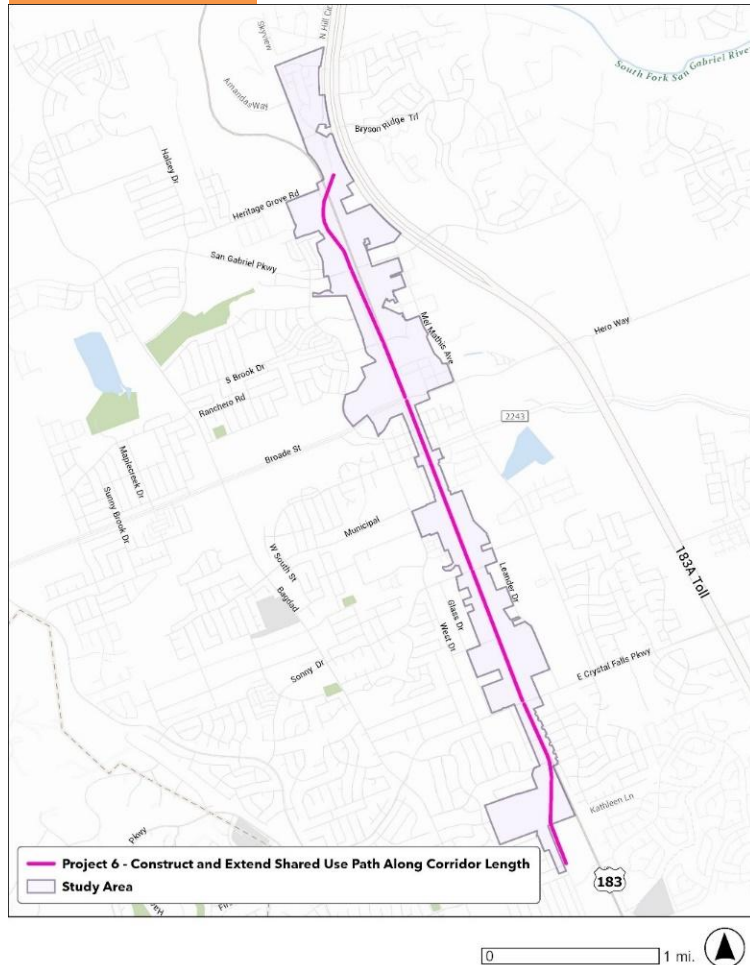
- 10-ft shared use path

*cost estimates are still being finalized

Project 6 - Shared Use Path



PROJECT LIMITS



Estimated Project Cost: \$2.5M

PROPOSED IMPROVEMENTS

- 10-ft shared use path

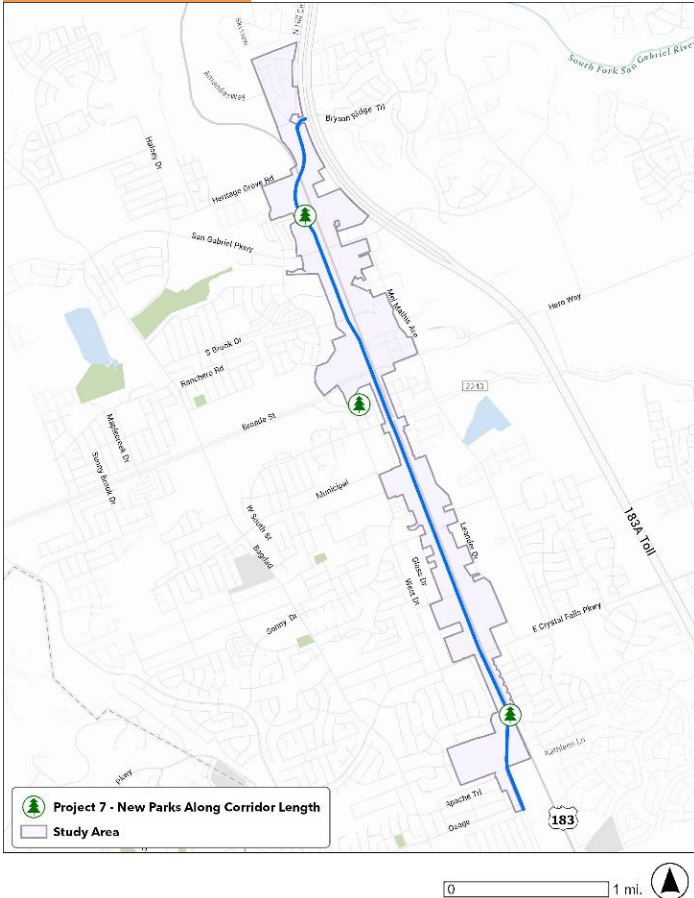


*cost estimates are still being finalized

Project 7 – New Parks



PROJECT LIMITS



PROJECT PURPOSE

- Enhance quality of life
- Improve access to parks
- Promote active transportation

PROJECT NEED

- Lack of access to parks

GRANTS TO TARGET

Local Parks Grants

- TPWD - Local Parks (Quarter 2, 2025)

Estimated Project Cost: TBD

PROPOSED IMPROVEMENTS

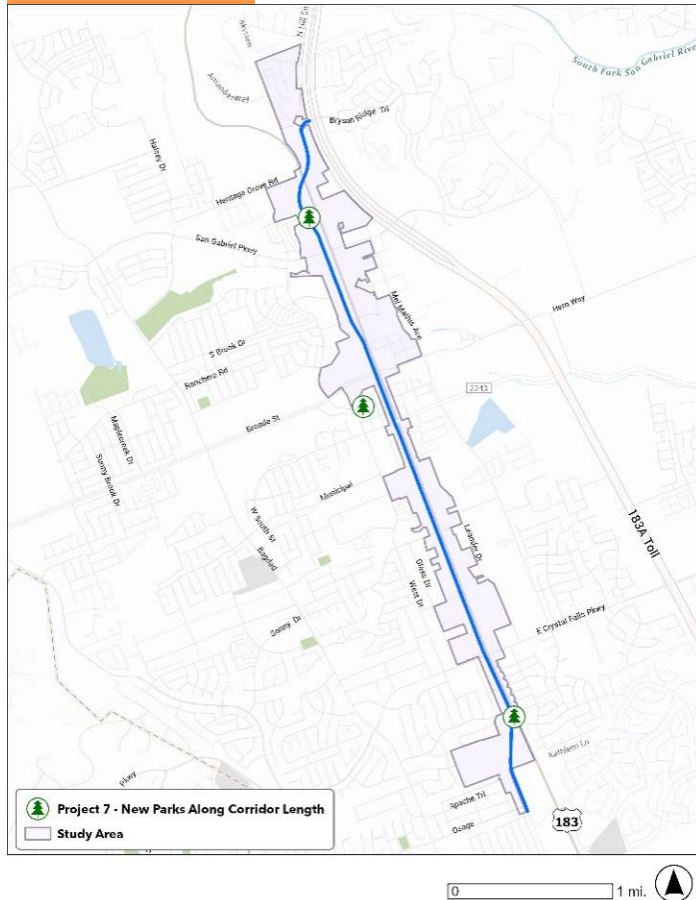
- Linear Park between US 183 and railroad at County Glen Street
- Pocket Park at Bagdad St & Broade Street
- Linear Park at Pointe 183

*cost estimates are still being finalized

Project 7 – New Parks



PROJECT LIMITS



Estimated Project Cost: TBD

PROPOSED IMPROVEMENTS

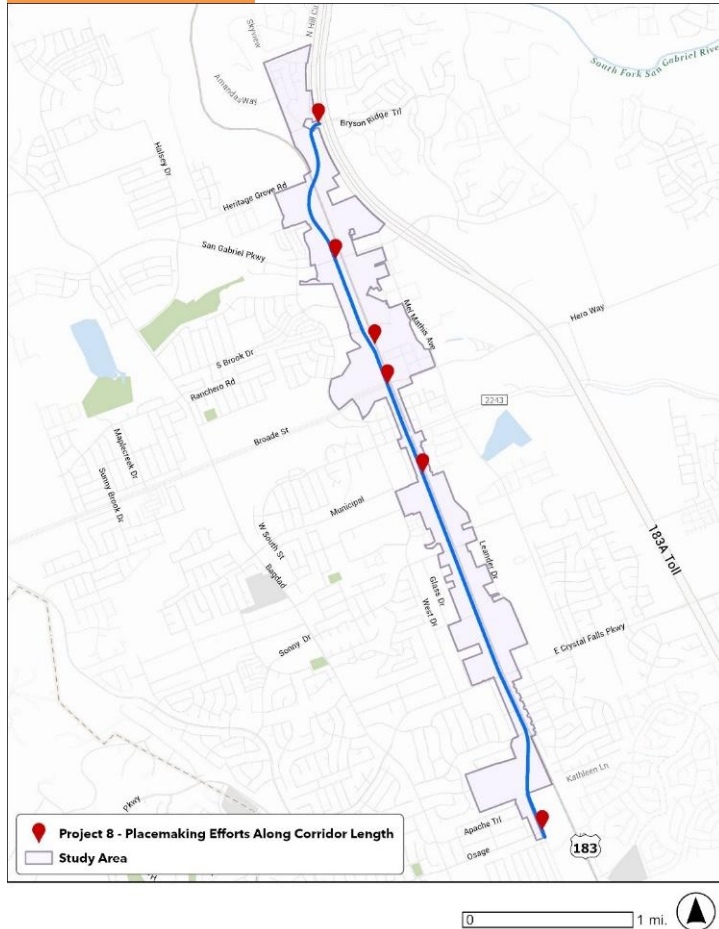
- Linear Park between US 183 and railroad at County Glen Street
- Pocket Park at Bagdad St & Broade Street
- Linear Park at Pointe 183



Project 8 – Placemaking Efforts



PROJECT LIMITS



PROJECT PURPOSE

- Create a vibrant corridor
- Enhance a sense of place
- Foster community identity

PROJECT NEED

- Lack of cohesive corridor identity

GRANTS TO TARGET

National Endowment for the Arts

- NEA - Our Town (Quarter 2, 2025)

Estimated Project Cost: TBD

PROPOSED IMPROVEMENTS

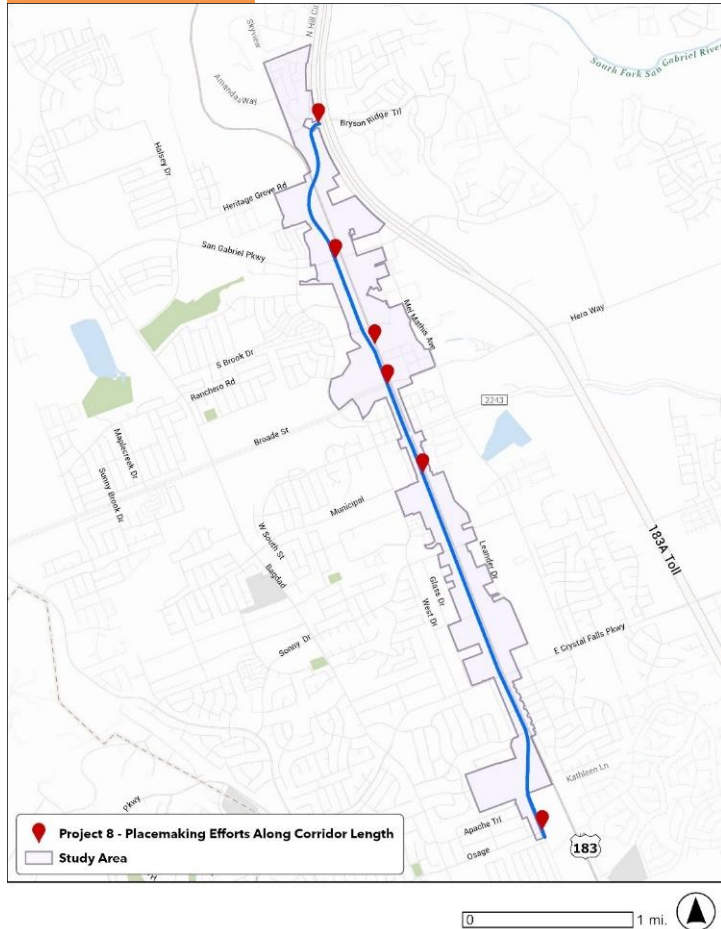
- Gateway treatments
- Trailhead signage
- Directional signage

*cost estimates are still being finalized

Project 8 – Placemaking Efforts



PROJECT LIMITS



Estimated Project Cost: TBD

PROPOSED IMPROVEMENTS

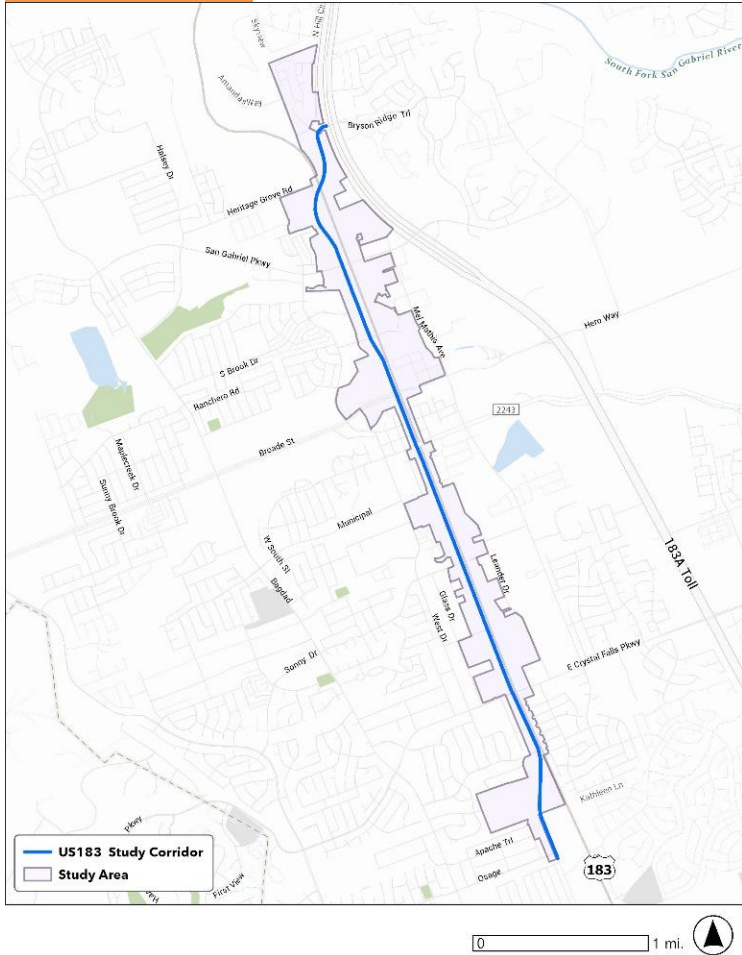
- Gateway treatments
- Trailhead signage
- Directional signage



Project 9 – Corridor Reconstruction (Combined)



PROJECT LIMITS



PROJECT PURPOSE

- Create a vibrant corridor
- Enhance safety for all users
- Improve access for all users

PROJECT NEED

- Higher than state average crash rate
- Lack of access to parks, transit, etc.
- Increased travel delays
- Fragmented pedestrian infrastructure

GRANTS TO TARGET

- CAMPO
 - Surface Transportation Program Metro Mobility (Anticipated 2025)
- USDOT
 - Rebuilding American Infrastructure with Sustainability and Equity (Quarter 1, 2025)
 - Reconnecting Communities and Neighborhoods Grant Program (Quarter 3, 2025)

Estimated Project Cost: \$50M-\$85M*

PROPOSED IMPROVEMENTS

- New pavements
- Drainage (curb and gutter)
- Medians
- Railroad crossings
- Shared use path
- New parks
- Placemaking
- Grade separations*

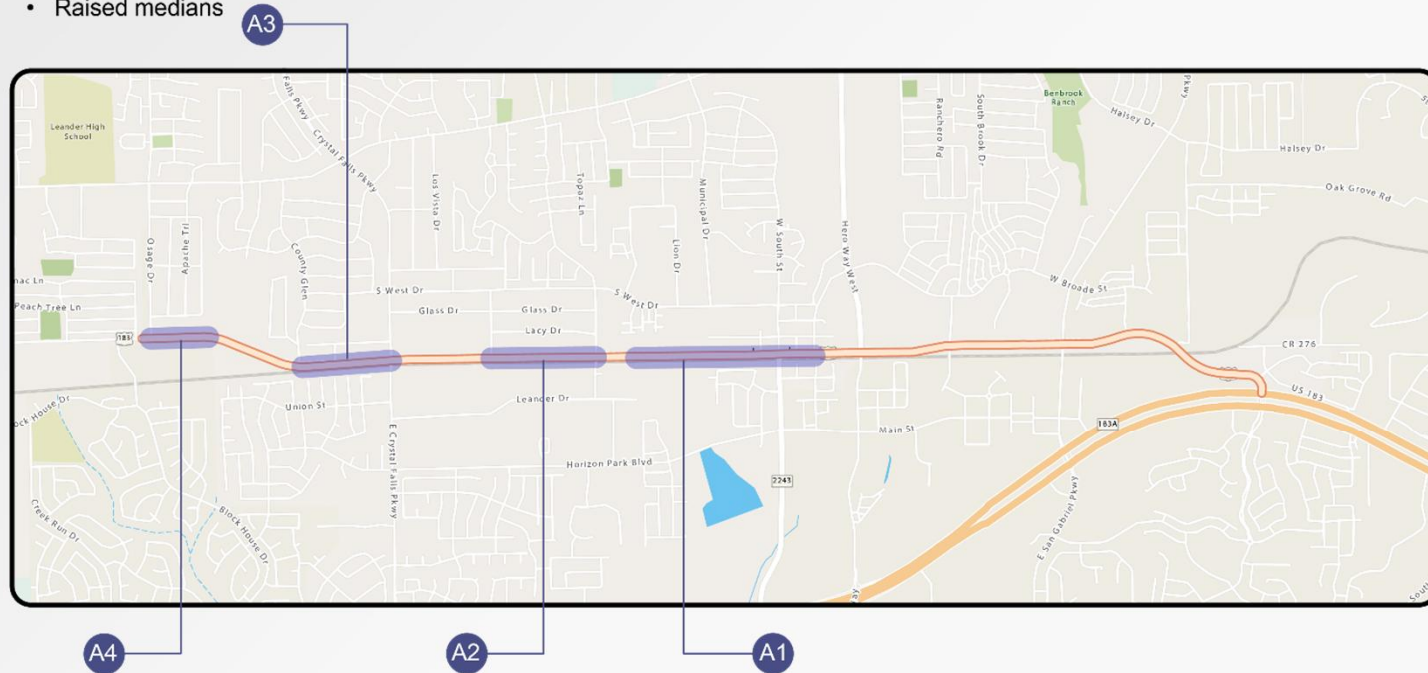
*cost estimates are still being finalized

Access Management – Justification

Access Management

Implementing access management strategies is a crucial component in aligning US 183 with its surrounding land uses. Access management offers several significant advantages, including improved traffic flow and a decrease in accidents. While businesses may not initially support access management, the benefits of increased safety for both vehicles and pedestrians often make it a worthwhile endeavor. Some strategies include:

- Access spacing such as spacing between traffic signals and distance between driveways
- Turning lanes such as dedicated left- and right-turn lanes, as well as indirect left turns and U-turns
- Raised medians



Access Management

A1. Reduce the number of driveways on US 183 from Broade St to Leander Middle School

A2. Reduce the number of driveways on US 183 from just north of Sonny Dr to Sheila Dr

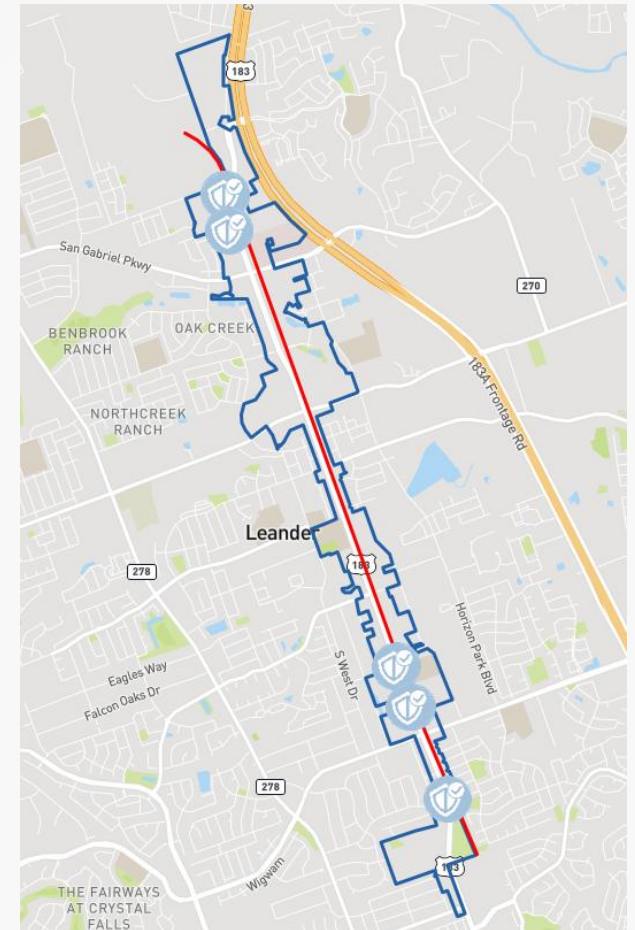
A3. Reduce the number of driveways on US 183 from Crystal Falls Pkwy to County Glen

A4. Reduce the number of driveways on US 183 from Sioux Trail to Osage Dr

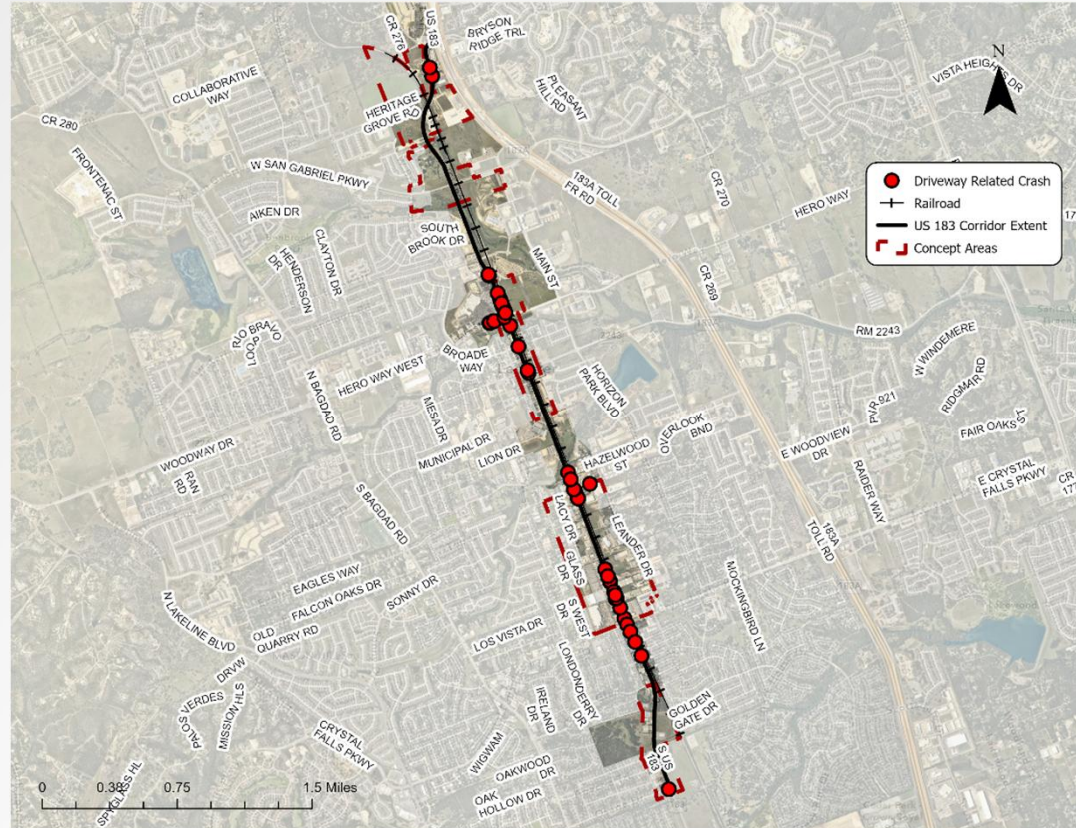
Median and Curb & Gutter – Justification

Comments

- Dangerous movements in and out of driveways
- Unprotected left turns feel dangerous
- Designate certain points as right in right out only

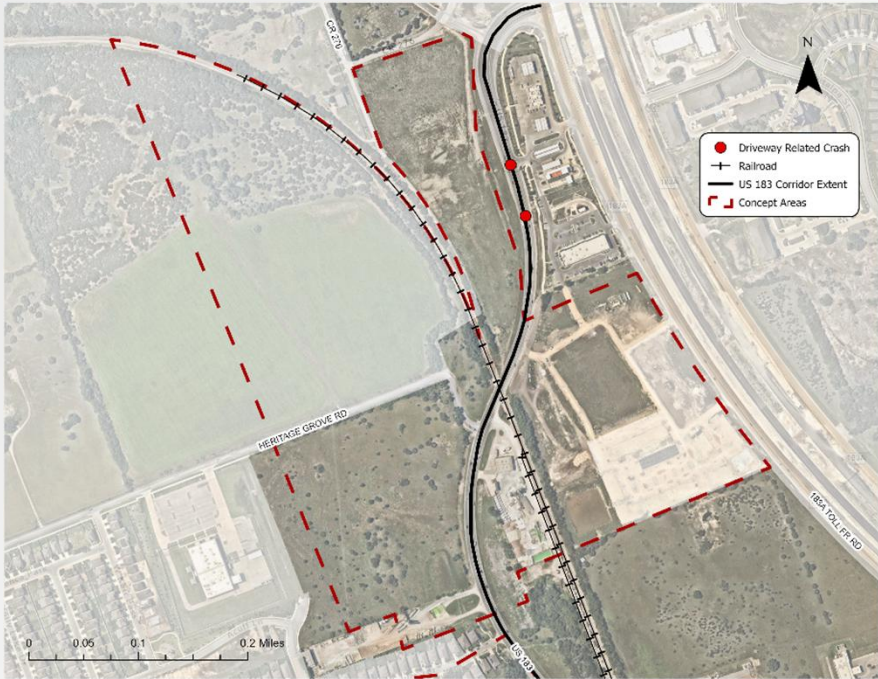


Needs – Access Management – Driveway Related Crashes

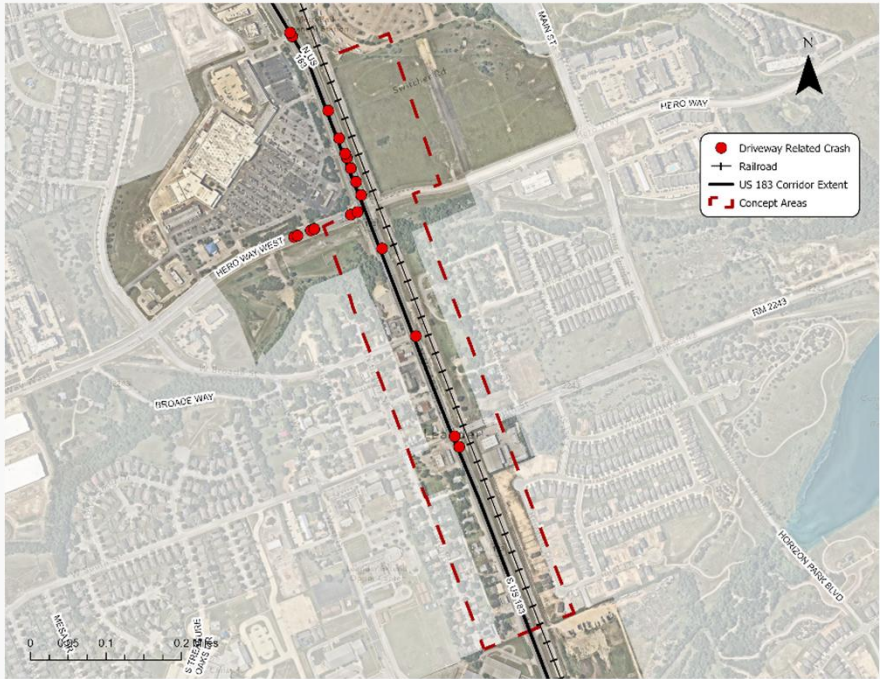


Needs – Access Management – Driveway Related Crashes

Industrial / Pointe 183



Old Town

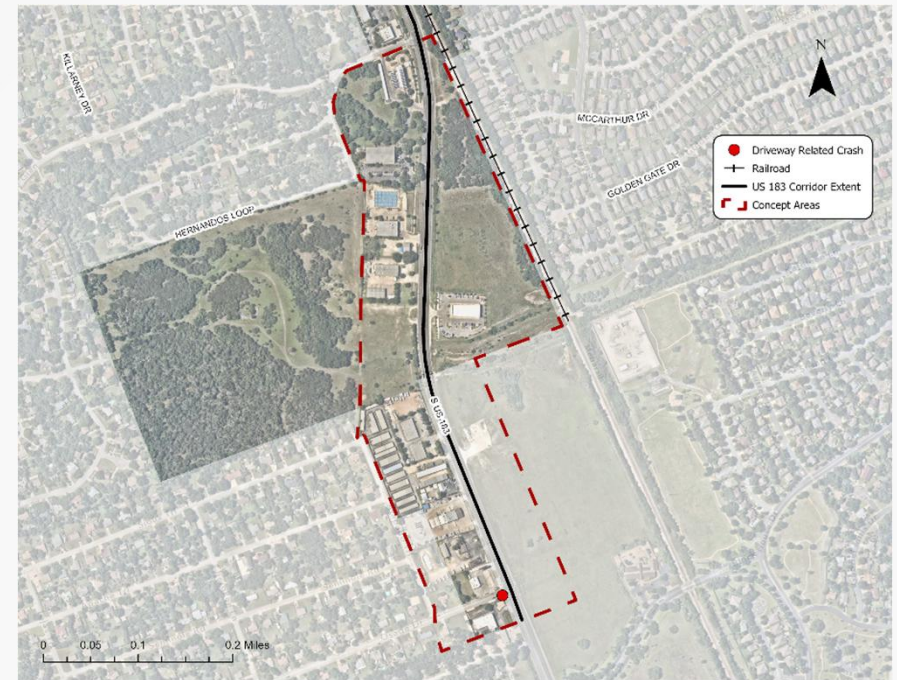


Needs – Access Management – Driveway Related Crashes

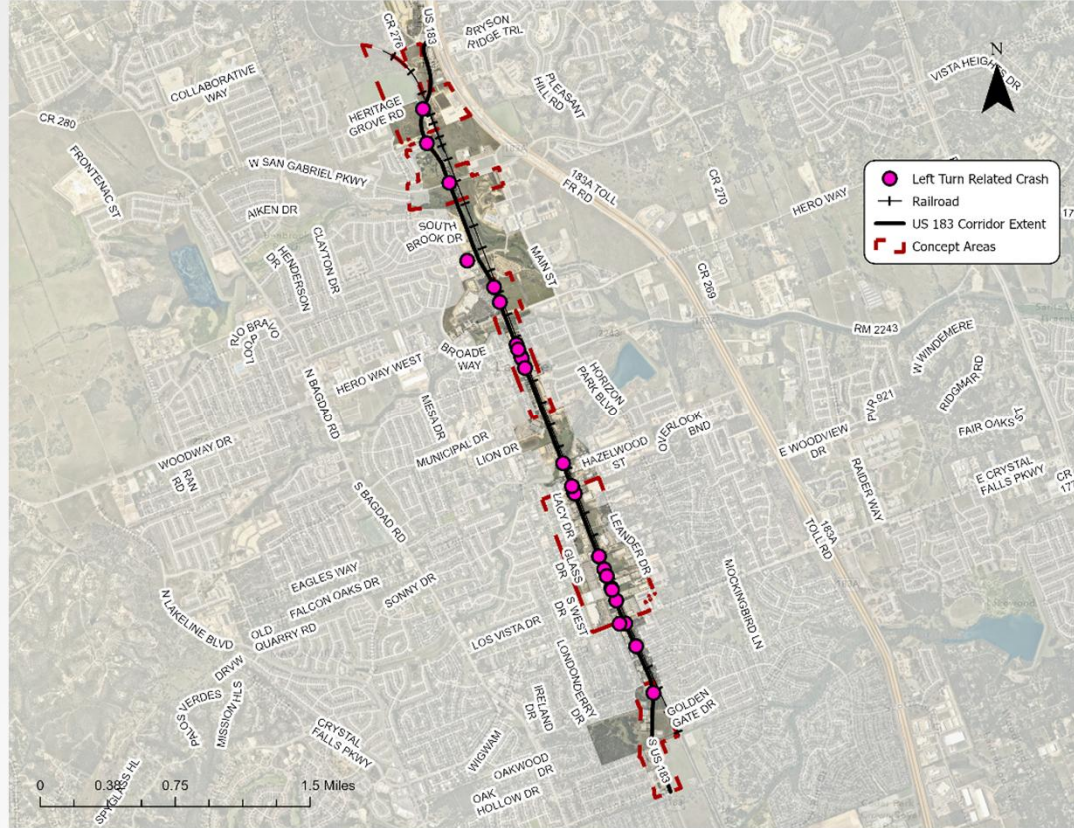
Gateway



Knight



Needs – Access Management – Left Turn Related Crashes



Access Management – Benefits & Need

Benefits

- Enhances safety
- Improves traffic flow
- Enhances the aesthetic appeal
- Support future land use

Need

- High concentration of left turn and driveway crashes
- Currently no separation between cars and pedestrians
- Projections show increased traffic congestion
- Aesthetics are lacking organization and discourage pedestrian activity



Existing Cross Section of US 183



Example of a median with curb and gutter,
Bell Blvd, Cedar Park

Access Management – Benefits & Challenges

Benefits

- Enhances safety
- Improves traffic flow
- Enhances the aesthetic appeal
- Support future land use

Challenges

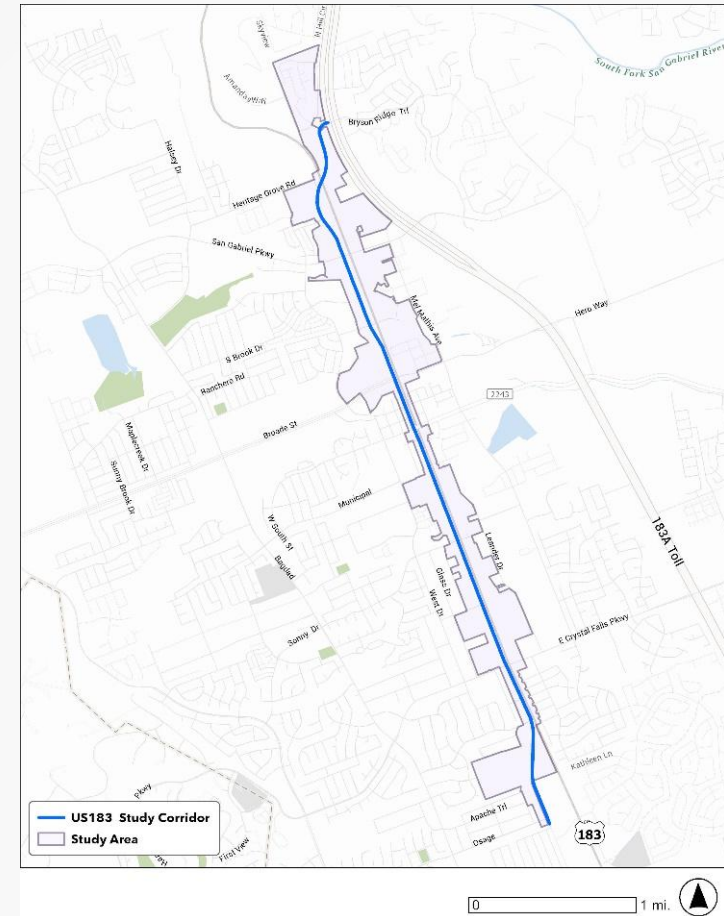
- Access concerns
- Stakeholder resistance

Strategies

- Stakeholder engagement
- Visualizing access changes
- Quantifying and displaying safety benefit
- Sharing success stories

Consolidated Project List

- Consolidated 60+ individual improvements into nine (9) separate projects to become competitive for future state and federal funding opportunities.
- Project 1 - Roadway & Pedestrian Improvements from 183A to Hero Way (Segment 1)
- Project 2 - Roadway & Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2)
- Project 3 - Roadway & Pedestrian Improvements from Crystal Falls Parkway to Osage Dr (Segment 3)
- Project 4 - Drainage Improvements
- Project 5 - Enhanced Railroad Crossings & Grade Separations
- Project 6 - Shared Use Path
- Project 7 - New Parks
- Project 8 - Placemaking Efforts
- Project 9 - Corridor Reconstruction (*inclusive of all improvements*)



Staged Project List

- Short Term Improvements (1-3 Years)
 - Intersection Improvements (RTP list)
 - Sidewalk* (side streets and crossing) / Shared Use Path Improvements
 - Wayfinding Improvements
- Mid Term Improvements (3-5 Years)
 - Placemaking (Parks and Gateways) Improvements
 - Transit Improvements (additional bus stop and enhanced connections)
 - Railroad Crossing Enhancements & Grade Separations
 - Pedestrian Bridge (prioritize Broade St connection to Old Town)
- Long Term Improvements (5-10 Years)
 - Median construction
 - Curb and gutter construction*, Sidewalks along 183
 - Speed Reduction
 - Driveway consolidation/access management improvements

Funding Opportunities Details

Official Name	Short Name	Typical Due Date			
		Q1	Q2	Q3	Q4
Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation	PROTECT Grant		X		
Community Project Funding	Community Project Funding	X			
Rebuilding American Infrastructure with Sustainability and Equity	RAISE	X			
Highway Safety Improvement Program	HSIP				X
Transportation Alternatives	TxDOT-TA				X
Railroad Crossing Elimination Grant Program	RCE			X	
Reconnecting Communities and Neighborhoods Grant Program	RCP			X	
Local Parks Grants	TPWD - Local Parks		X		
Safe Streets and Roads for All	SS4A		X		
Consolidated Rail Infrastructure and Safety Improvements	CRISI		X		
Transportation Alternative Set-Aside	TASA				X
Surface Transportation Program – Metropolitan Mobility	STP-MM				X
Carbon Reduction Program	CRP				X
Active Transportation Infrastructure Investment Program	ATIIP		X		
National Endowment for the Arts	NEA - Our Town		X		

Funding Opportunities Details



[Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation \(PROTECT\) Grant:](#) The PROTECT Grant program funds planning and resilience improvements for surface transportation infrastructure to enhance resilience against natural hazards and climate change.



[Community Project Funding \(Federal Earmarks\):](#) These are funds allocated by Congress for particular projects or purposes, often championed by individual legislators. Representative Carter has previously sponsored earmarked projects like the West Village Road Development in Salado for better connectivity, the RM 2243 Resiliency Project in Georgetown for modernized infrastructure and safety, and the Public Safety Pedestrian Bridge in Burnet for safe school access.



[RAISE Discretionary Grants | US Department of Transportation:](#) The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation.

Funding Opportunities Details



[Highway Safety Improvement Program \(HSIP\)](#): The main objective is to significantly reduce traffic fatalities and serious injuries on all public roads by providing a standardized approach for identifying and reviewing specific traffic safety concerns throughout the state.



[TxDOT Transportation Alternatives \(TxDOT-TA\)](#): TxDOT administers TA funds for locally sponsored bicycle and pedestrian infrastructure projects in communities across the state.



[Safe Streets and Roads for All \(SS4A\) Grant Program | US Department of Transportation](#): The SS4A Grant Program funds the development and implementation of comprehensive safety action plans, including planning, design, and demonstration activities to address roadway safety issues.



[Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation](#): Created to repair the harm caused by infrastructure choices of the past. This program looks to improve access to daily needs such as jobs, education, health centers, food, nature, and recreation.



[Railroad Crossing Elimination Program \(RCE\) | US Department of Transportation](#): Provides grants to improve the safety and mobility of people and goods by eliminating highway-rail grade crossings. Funding supports construction of eligible projects, as well as planning, environmental studies, and final design for these projects.

Funding Opportunities Details



[Local Parks Grants — Texas Parks & Wildlife Department](#): The Local Parks Grant Program consists of five individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas.



[Consolidated Rail Infrastructure and Safety Improvements \(CRISI\) Program](#): The purpose of the CRISI Program is to invest in a wide range of projects within the United States to improve railroad safety, efficiency, and reliability; mitigate congestion at both intercity passenger rail and freight rail chokepoints to support more efficient travel and goods movement; enhance multi-modal connections; and lead to new or substantially improved Intercity Passenger Rail Transportation corridors.



[Transportation Alternative Set-Aside \(TASA\) | CAMPO](#): This program focuses on non-motorized transportation projects such as pedestrian and bicycle facilities, safe routes to school, and community improvements like trails and greenways.



[Surface Transportation Program – Metropolitan Mobility \(STP-MM\) | CAMPO](#): This program focuses on a wide range of transportation projects, including roadway improvements, public transit enhancements, and congestion mitigation efforts.

Funding Opportunities Details



[Carbon Reduction Program \(CRP\) | CAMPO](#): This program focuses on a wide range of transportation projects, including roadway improvements, public transit enhancements, and congestion mitigation efforts.



[Active Transportation Infrastructure Investment Program \(ATIIP\)](#): ATIIP projects will help improve the safety, efficiency, and reliability of active transportation networks and communities; improve connectivity between active transportation modes and public transportation; grants will be provided for projects used for trails, pedestrian facilities, bikeways, and other routes that serve as backbones to connect two or more communities, metropolitan regions, or states.



[National Endowment for the Arts-Our Town](#): The program supports activities that integrate arts, culture, and design into local efforts that strengthen communities over the long term. Our Town projects engage a wide range of local stakeholders in efforts to advance local economic, physical, and/or social outcomes in communities.

All Projects and Potential Funding Opportunities

Probability for Funding through Program (Professional Judgement)

Project #	Name	Estimated Cost	PROTECT	Community Project Funding	RAISE	TxDOT-TA	RCE	RCP	TPWD - Local Parks	CRISI	TASA	STP-MM	CRP	ATIIP	NEA - Our Town
1	Roadway and Pedestrian Improvements from 183A to Hero Way (Segment 1)	\$14,000,000	x	x	Low	x	x	Low	x	x	x	Medium-High	x	x	x
2	Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2)	\$18,000,000	x	x	Low	x	x	Low	x	x	x	Medium-High	x	x	x
3	Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive (Segment 3)	\$10,100,000	x	x	Low-Medium	x	x		x	x	x	Medium-High	x	x	x
4	Drainage Improvements	\$1,145,000	Medium	High	x	x	x	x	x	x	x	x	x	x	x
5	Enhanced Railroad Crossings	\$35,400,000	x	x	Low-Medium	x	Medium-High	Low-Medium	x	Medium	x	Low-Medium	x	x	x
6	Shared Use Path	\$2,500,000	x	Medium	x	High	x	x	x	x	High	x	Low	Medium	x
7	New Parks	TBD	x	Medium	x	x	x	x	High	x	x	x	x	x	x
8	Placemaking Efforts	TBD	x	x	x	x	x	x	x	x	x	x	x	x	Medium
9	Corridor Reconstruction	\$82,000,000	x	x	Medium	x	x	Low-Medium	x	x	x	Medium-High	x	x	x

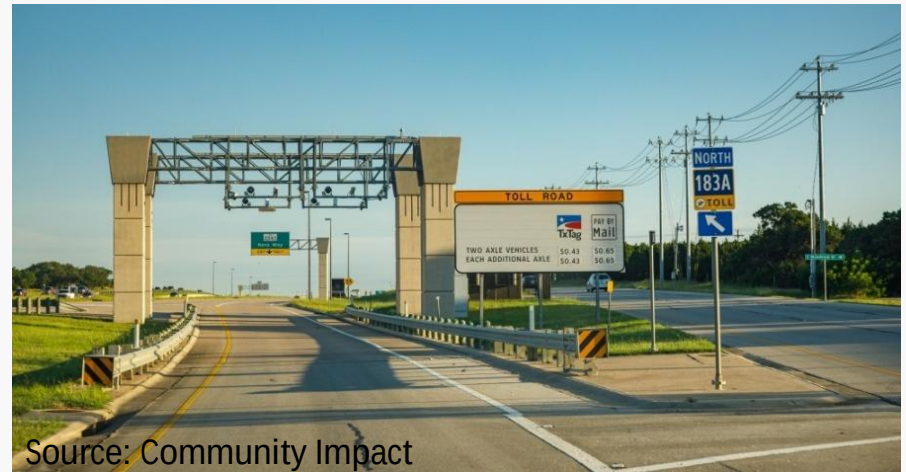
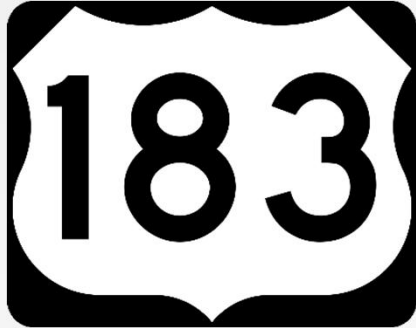
Special Use Cases

- Community Project Funding – While Projects 1 and 2 as a whole may not be competitive for this program, the individual components of the two pedestrian bridges proposed in these projects have strong potential for successful funding.
- SS4A – Applying for SS4A capital would require Leander to develop its own safety plan or ensure that specific projects are included in the safety plan CAMPO is currently developing.
- CRISI – At this stage of development, preliminary engineering for railroad crossing grants would be more competitive than capital projects.
- CRP – This program will fund projects that focus on emission reduction. Upgrading signals and adding left turn lanes would be the most competitive project components.

*cost estimates are still being finalized

Future Ownership of US 183

- TxDOT likely to move US 183 designation to US 183A frontage roads in coming years
 - Dependent upon completion of US 183A frontage road gaps being filled in upcoming project in Cedar Park



Source: Community Impact

Future Ownership of US 183

- California's Highway 1 (San Luis Obispo County)
 - Background: San Luis Obispo County took over segments of Highway 1 to enhance local control and improve regional transportation planning.
 - Process: The state DOT and the county worked together to assess infrastructure needs and funding sources. Public workshops were held to gather community input on proposed changes.

Future Ownership of US 183

- Washington State (SR 99 to Seattle)
 - Background: The City of Seattle assumed responsibility for parts of State Route 99 to better integrate it into the city's transportation network.
 - Process: This transition involved detailed negotiations about maintenance responsibilities, funding for upgrades, and planning for integration with city streets.

Future Ownership of US 183

- Florida (US 41 in Sarasota)
 - Background: The City of Sarasota took over ownership of US 41, which ran through the urban core, to implement a more city-centric approach to traffic and development.
 - Process: The city and the Florida DOT collaborated on traffic studies and public engagement to assess the impact on local mobility.

Future Ownership of US 183

- Challenges
 - Funding for maintenance
 - Additional staff resources to effectively manage and maintain
- Potential Benefits
 - Increased local control
 - Improved maintenance and infrastructure management
 - The ability to tailor transportation solutions to the city's specific needs

Future Ownership of US 183 – Next Steps

- Assess Need & Benefit
- Collaborate with State DOT
- Evaluate Financial Implications
- Legal and Administrative Steps
- Develop a Transition Plan
- Implement Transition and Communication
- Monitor and Adjust

Future Ownership of US 183 – Next Steps

- Assess Need & Benefit
 - Conduct a Feasibility Study: Analyze traffic patterns, infrastructure needs, and potential benefits to city residents.
 - Community Engagement: Hold public forums to gather input from residents and stakeholders about the proposed transition.

Future Ownership of US 183 – Next Steps

- Collaborate with State DOT
 - Initial Discussions: Establish communication with the state DOT to express interest in ownership and discuss preliminary thoughts.
 - Formal Proposal: Present a formal proposal that outlines the city's vision, potential improvements, and how the transition could benefit both parties.

Future Ownership of US 183 – Next Steps

- Evaluate Financial Implications
 - Cost Analysis: Calculate maintenance costs, potential revenue from state funding, and any necessary upgrades.
 - Funding Sources: Identify potential funding sources for maintenance and improvements, such as state grants, federal funds, or local taxes.

Future Ownership of US 183 – Next Steps

- Legal and Administrative Steps
 - Legal Review: Work with legal counsel to understand the implications of ownership transfer, including liability and regulatory compliance.
 - Draft Transfer Agreement: Negotiate and draft an agreement with the state DOT detailing the terms of the transfer, including responsibilities, timelines, and financial arrangement

Future Ownership of US 183 – Next Steps

- Develop a Transition Plan
 - Infrastructure Assessment: Evaluate the current condition of the highway and plan necessary upgrades or maintenance.
 - Integration with City Plans: Align the highway transition with the city's broader transportation and urban planning goals.

Future Ownership of US 183 – Next Steps

- Implement Transition and Communication
 - Public Announcement: Communicate the transition to the public, outlining the benefits and plans moving forward.
 - Training and Staffing: Ensure city staff are trained to manage and maintain the newly acquired highway.

Future Ownership of US 183 – Next Steps

- Monitor and Adjust
 - Ongoing Evaluation: After the transition, monitor the highway's performance and gather feedback from the community.
 - Adjust Plans as Necessary: Be prepared to make adjustments to maintenance strategies and traffic management based on real-world outcomes.

Project Next Steps

- Revise projects per council feedback
- Package projects and create implementation strategies with associated funding opportunities
- Conduct final TWG meeting
- Draft Final Report and Recommendations

Project Description	Roadway	To	From	Type	Planning Horizon	Planning Level Estimate	Inflated Estimate
North End Gateway at intersection of US 183 & 183A	US 183	NA	NA	Gateway	0 - 5 Years	\$300,000	\$ 370,000.00
Linear Park at Pointe 183	US 183	Tulum Ter	Leander Medical Plaza	Placemaking	10+ Years	\$5,000,000	\$ 7,410,000.00
Enhanced railroad crossings (2) with gates, near Heritage Grove Rd	US 183	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 3,000,000.00	\$ 3,650,000.00
Addition of eastbound left turn lane at Heritage Grove Rd	NA	NA	NA	Intersection Capacity Improvements	5 - 10 Years	\$ 145,000.00	\$ 220,000.00
Addition eastbound left turn lane at Tulum Ter	NA	NA	NA	Intersection Capacity Improvements	5 - 10 Years	\$ 145,000.00	\$ 220,000.00
Heritage Grove & US 183 Signalization	NA	NA	NA	Signalization	5 - 10 Years	\$ 750,000.00	\$ 1,120,000.00
						\$ 4,040,000.00	\$ 5,210,000.00
Placemaking	\$ 7,780,000.00						
Bike/Ped	\$ 3,650,000.00						
Intersection Improvements	\$ 1,560,000.00						

Project Description

New Sidewalk connections to support intersection crossings at San Gabriel (600 ft)

1) Extend the eastbound left turn lane (340' deceleration + 100' taper) at US 183 & San Gabriel, 2) Add Eastbound through lane at US 183 & San Gabriel

Add 4 enhanced crossings at US 183 & San Gabriel

Enhanced railroad crossings (2) with gates at San Gabriel railroad crossing

Add 8 crossings at the planned traffic signals on San Gabriel at St. Davids driveways

New Sidewalk connections to support intersection crossings at Metro Dr (70 ft)

Add 4 enhanced crossings at US 183 & Metro Dr

Separate Projects

Pedestrian Bridge at Metro Dr

Grade Separation at San Gabriel

Bike/Ped

Intersection Improvements

Grade Separation

Roadway	To	From	Type	Planning Horizon	Planning Level Estimate	Inflated Estimate
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 40,000.00	\$ 50,000.00
NA	NA	NA	Intersection Capacity Improvements	5 - 10 Years	\$ 505,000.00	\$ 750,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 45,000.00	\$ 60,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 3,000,000.00	\$ 3,650,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 90,000.00	\$ 110,000.00
US 183	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 5,000.00	\$ 10,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 45,000.00	\$ 60,000.00
Total					\$ 3,730,000.00	\$ 4,690,000.00
US 183 at Metro Dr	NA	NA	Pedestrian Improvements	5 - 10 Years	\$3,000,000	\$ 4,450,000.00
US 183 at San Gabriel	NA	NA	Grade Separation	10+ Years	\$ 10,000,000	\$ 14,810,000.00
\$	8,390,000.00					
\$	750,000.00					
\$	14,810,000.00					

Project Description

Gateway Element at Leander Station

Trailhead / Old Town Gateway Element at the intersection of US 183 & Hero Way

Directional Signage installation just north of Leander Middle School

Add 4 enhanced crossings at US 183 & Hero Way

New Sidewalk connections to support intersection crossings at Hero Way (200 ft)

Add 4 enhanced crossings at US 183 & South St

New Sidewalk connections to support intersection crossings at South St (170 ft)

Add enhanced crosswalk across Broade St at US 183

Enhanced railroad crossings (2) with gates at Hero Way railroad crossing

Enhanced railroad crossings (2) with gates at South St railroad crossing

1) Add additional southbound left turn lane - US 183 & Hero Way; 2) Add additional northbound left turn lane - US 183 & Hero Way; 3) Add Westbound right turn lane (340' deceleration + 100' taper) - US 183 & Hero Way; 4) Add Westbound left turn lane (340' deceleration + 100' taper) - US 183 & Hero Way

Convert the intersection to a "hooded" left turn movement - US 183 & Broade St

1) Add eastbound left turn lane (200' deceleration + 100' taper) - US 183 & South St; 2) Add eastbound right turn lane (150' deceleration + 100' taper) - US 183 & South St; 3) Add westbound left turn lane (200' deceleration + 100' taper) - US 183 & South St

Add eastbound left turn lane (100' deceleration + 50' taper) - US 183 & Atkin St

Separate Projects

Pedestrian Bridge at Broade St

Grade Separation at Hero Way

Placemaking

Bike/Ped

Intersection Improvements

Grade Separation

Roadway	To	From	Type	Planning Horizon	Planning Level Estimate	Inflated Estimate
NA	NA	NA	Placemaking	0 - 5 Years	\$300,000	\$ 370,000.00
NA	NA	NA	Placemaking	0 - 5 Years	\$50,000	\$ 70,000.00
NA	NA	NA	Wayfinding	0 - 5 Years	\$5,000	\$ 10,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 45,000.00	\$ 60,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 13,000.00	\$ 20,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 45,000.00	\$ 60,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 11,000.00	\$ 20,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 6,000.00	\$ 10,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 3,000,000.00	\$ 3,650,000.00
NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 3,000,000.00	\$ 3,650,000.00
NA	NA	NA	Intersection Capacity Improvements	5 - 10 Years	\$ 1,305,000.00	\$ 1,940,000.00
NA	NA	NA	Intersection Capacity Improvements	0 - 5 Years	\$ 805,000.00	\$ 980,000.00
NA	NA	NA	Intersection Capacity Improvements	5 - 10 Years	\$ 490,000.00	\$ 730,000.00
NA	NA	NA	Intersection Capacity Improvements	5 - 10 Years	\$ 145,000.00	\$ 220,000.00
Total					\$ 8,865,000.00	\$ 11,340,000.00
US 183 at Broade St	NA	NA	Pedestrian Improvements	5 - 10 Years	\$3,000,000	\$ 4,450,000.00
US 183 at Hero Way	NA	NA	Grade Separation	10+ Years	\$ 10,000,000	\$ 14,810,000.00

\$ 450,000
 \$ 11,920,000
 \$ 3,870,000
 \$ 14,810,000

Project Description	Roadway	To	From	Type	Planning Horizon	Planning Level Estimate	Inflated Estimate
Linear Park between US 183 and railroad at County Glen St	NA	NA	NA	Placemaking	5 - 10 Years	\$5,000,000	\$ 7,410,000.00
Add 4 enhanced crossings at US 183 & Sonny Dr	NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 45,000.00	\$ 60,000.00
New Sidewalk connections to support intersection crossings at Sonny Dr (80 ft)	NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 6,000.00	\$ 10,000.00
Add 4 enhanced crossings at US 183 & Crystal Falls Pkwy	NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 45,000.00	\$ 60,000.00
Enhanced railroad crossings (2) with gates at private railroad crossing at Crystal Falls Pkwy	NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 3,000,000.00	\$ 3,650,000.00
Enhanced railroad crossings (2) with gates at private railroad crossing 800' north of Sheila Dr	NA	NA	NA	Pedestrian Improvements	0 - 5 Years	\$ 3,000,000.00	\$ 3,650,000.00
1) Convert the existing westbound right turn lane to westbound through + right turn lane by removing the existing taper - US 183 & Sonny Drive; 2) Convert existing westbound through + left turn lane to westbound left turn lane (200' deceleration + 50 taper) - US 183 & Sonny Drive; 3) Add double eastbound left turn lane (200' deceleration + 50' taper) - US 183 & Sonny Drive	NA	NA	NA	Intersection Capacity Improvements	5 - 10 Years	\$ 690,000.00	\$ 1,030,000.00
1) Add additional southbound left turn lane - US 183 & Crystal Falls Parkway; 2) Add additional northbound left turn lane - US 183 & Crystal Falls Parkway; 3) Add dual westbound left turn lane - US 183 & Crystal Falls Parkway; 4) Convert existing westbound through + left turn lane to westbound through - US 183 & Crystal Falls Parkway	NA	NA	NA	Intersection Capacity Improvements	5 - 10 Years	\$ 1,560,000.00	\$ 1,900,000.00
US 183 & Sheila - Signalization and crosswalk enhancements	NA	NA	NA	Safety Improvements	0 - 5 Years	\$ 750,000.00	\$ 920,000.00
Total						\$ 9,096,000.00	\$ 11,280,000.00
Other Projects							
Grade Separation at Crystal Falls Pkwy	US 183 at Crystal Falls Pkwy	NA	NA	Grade Separation	10+ Years	\$ 10,000,000	\$ 14,810,000.00

Placemaking	\$ 7,410,000.00
Bike/Ped	\$ 7,430,000.00
Intersection Improvements	\$ 3,850,000.00
Grade Separation	\$ 14,810,000.00

Project Description	Roadway	To	From	Type	Planning Horizon	Planning Level Estimate	Inflated Estimate
Gateway Element at Osage Dr	NA	NA	NA	Placemaking	0 - 5 Years	\$300,000	\$ 370,000.00
Add eastbound right turn lane (200’ deceleration + 50’ taper) - US 183 & County Glen Street	NA	NA	NA	Intersection Capacity Improvements	5 - 10 Years	\$ 175,000.00	\$ 260,000.00
					Total	\$ 175,000.00	\$ 260,000.00
Placemaking	\$ 370,000.00						
Intersection Improvements	\$ 260,000.00						

Project Description	Roadway	To	From	Type	Planning Horizon	Planning Level Estimate	Inflated Estimate
Installation of raised median with curb and gutter (1.7 miles)	US 183	183A	Hero Way	Access Management, Roadway Improvements	5 - 10 Years	\$ 1,855,000.00	\$ 2,750,000.00
Installation of raised median with curb and gutter (1.8 miles)	US 183	Hero Way	Crystal Falls Pkwy	Access Management, Roadway Improvements	5 - 10 Years	\$ 1,965,000.00	\$ 2,910,000.00
Installation of raised median with curb and gutter (1.0 mile)	US 183	Crystal Falls Pkwy	Osage Dr	Access Management, Roadway Improvements	5 - 10 Years	\$ 1,090,000.00	\$ 1,620,000.00
Total (with median)						\$ 4,910,000.00	\$ 7,280,000.00
Installation of curb and gutter (1.7 miles)	US 183	183A	Hero Way	Roadway Improvements	5 - 10 Years	\$ 430,000.00	\$ 640,000.00
Installation of curb and gutter (1.8 miles)	US 183	Hero Way	Crystal Falls Pkwy	Roadway Improvements	5 - 10 Years	\$ 460,000.00	\$ 690,000.00
Installation of curb and gutter (1 mile)	US 183	Crystal Falls Pkwy	Osage Dr	Roadway Improvements	5 - 10 Years	\$ 255,000.00	\$ 380,000.00
Total (with curb and gutter only)						\$ 1,145,000.00	\$ 1,710,000.00
Total Project Estimate (with median)						\$ 22,720,700.00	\$ 30,320,000.00
Total Project Estimate (with curb and gutter only)						\$ 18,955,700.00	\$ 24,750,000.00

Cost by Concept Areas

Placemaking	\$ 16,010,000.00
Bike/Ped Improvements	\$ 31,390,000.00
Intersection Improvements	\$ 30,030,000.00
Access Management	\$ 30,320,000.00
Grade Separations	\$ 44,430,000.00
Total	\$ 152,180,000.00

Cost by Project Grouping

Project 1 - Roadway and Pedestrian Improvements from 183A to Hero Way (Segment 1)	\$ 14,000,000
Project 2 - Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2)	\$ 18,000,000
Project 3 - Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Dr (segment 3)	\$ 10,100,000
Project 4 - Drainage Improvements	\$ 1,150,000
Project 5 - Enhanced Railroad Crossings	\$ 35,400,000
Project 6 - Shared Use Path	\$ 2,500,000
Project 7 – New Parks	TBD
Project 8 – Placemaking Efforts	TBD
Project 9 – Corridor Reconstruction (Combined)	\$ 65,000,000
Total	\$ 146,150,000



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on October 3, 2024.

BACKGROUND:

Attached are the minutes for the meeting held on October 3, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 10.03.2024



**MINUTES
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

BRIEFING WORKSHOP - CONVENE AT 5:00 PM

1. Open Meeting.

Opened meeting at 5:01 p.m.

2. Roll Call.

Roll call reflected all present with Councilmember McDonald and Councilmember Czernek arriving at 5:45 p.m. and Councilmember Ross absent.

3. Expediting Development Process

Discussion included: current development process; positive feedback; opportunities for improvement; successful process updates; offer a facilitated process; reduce review timeframes; create comment clearing meeting; encourage meetings to discuss projects; improve the Hub; survey customers; update regulations; applications in review; number of submittals; number of resubmittals before approval; and Berry Dunn findings.

[Council took a brief recess at 5:41 p.m./reconvened at 6:02 p.m.]

4. Meet and Greet with Board and Commission applicants.

Meet and Greet with Board and Commission applicants. Fifteen (15) applicants were present including: Anna Yelaun, Bob Biles, Joseph Morales, Keysha Bradford, Laura Lantrip, Lisa Haynes, Michelle Lee, Melissa Bradford, Monique Parker, Pam Yokubaitis, Sammy Panzanino, Shay Fulton, Steve Kuwitzky, Tara LeDay, Triste Freeburg.

Briefing workshop adjourned at 7:03 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:09 p.m.; Mayor Pro Tem Thompson provided the invocation; and Mayor DeLisle led the Pledges of Allegiance.

6. Roll Call.

Roll call reflected all present except Councilmember Ross absent.

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.]

Mark Tummons, thanked City Council and Staff for eight years with the City.

8. Staff Reports

- Capital Improvement Program Update: Raider Way and East Woodview Drive Roadway (CIP T.12) Project.

Update included construction progress and impacts; accidents and EMS/fire department responses; traffic counts; and flow patterns.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 9 through 20.

By: Mayor DeLisle

Seconded: Councilmember McDonald

Vote: 6 - 0

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 ± 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 ± 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.

Open Public Hearing at 7:39 p.m.; closed Public Hearing at 7:39 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Comprehensive Plan Case CPA-24-0012 amending Transportation Master Plan.

By: Councilmember Pantalion-Parker
Seconded: Councilmember Czernek

Vote: 6 - 0

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.

Open Public Hearing at 8:01 p.m.; closed Public Hearing at 8:01 p.m. No one spoke in favor or opposition to the request.

Motion: Approve Comprehensive Plan Case CPA-24-0013 Wastewater Master Plan, following a discussion.

By: Councilmember Czernek
Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

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.

[Mayor stated there was a scrivener's error in the name and the correct name will be stated in the reading of the caption as well as the motion]

Motion: Approve Resolution to authorizing a cooperation agreement with Texas Housing Foundation, following a discussion.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

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.

Motion: Approve the Municipal Services Agreement with the Texas Housing Foundation and Embrey Partners, LLC.

By: Councilmember Czernek
Seconded: Councilmember Pantalione-Parker

Vote: 6 - 0

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.

Motion: Approve to repeal the Ordinance.

By: Councilmember McDonald
Seconded: Councilmember Czernek

Vote: 6 - 0

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.

Motion: Approve ordinance amending membership composition of the advisory boards when not enough applications are received to fill vacancies on the advisory boards.

By: Councilmember Pantalion-Parker
Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

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.]*

- Workshop to discuss ways to communicate to citizens on important matters.

28. Council Member Closing Statements.

Kathryn Pantalion-Parker - commented on National Night Out; and thanked police and fire department for their work in making it a successful the event.

Michael Herrera - commented on upcoming Bluegrass Festival and Artfest events.

David McDonald - commented on successful National Night Out event; and thanked the citizens and neighborhoods that participated.

Na'Cole Thompson - thanked Parks and Recreation Director Mark Tummons for his service and wished him a happy retirement.

Chris Czernek - commented excited where City is going; communication with staff and public; and City is heading in the right direction.

Christine DeLisle - thanked all the board and commission applicants for attending the Meet and Greet tonight; commented on upcoming events; thanked staff for all their hard work; dinner came from Brooklyn Heights tonight; reminded to shop locally; and issued proclamation for Diwali and Hindu Heritate month.

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.

Convened into Executive Session at 8:25 p.m./ reconvened into open session at 8:57 p.m.

Item 1. No action.

Item 2. No action.

Item 3. No action.

Item 4. Motion: Approve the acquisition of properties located in the Elijah D. Harmon Survey, Abstract No. 6 for water line easement and temporary construction easement relating to the RM 2243 Water Main Project as discussed in executive session.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Czernek

Vote: 6 - 0

5. No action.

30. Adjournment

Adjourned at 8:59 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Approval of Resolution authorizing to apply for the Department of Energy, Energy Efficiency and Conservation Block Grant to reduce energy use and support energy efficiency.

BACKGROUND:

The Department of Energy has allocated formula grants to local governments; these grants are funded by the Infrastructure Investment and Jobs Act of 2021. The Energy Efficiency and Conservation Block Grants (EECBG) Program is designed to assist states, local governments and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. These are non-competitive, non-renewing, formula-based grants. Based on 2020 Census Data, City of Leander's allocated share is \$116,720.00 and does not include a local match requirement.

The Parks and Recreation department is seeking approval to submit an application for grant funds to retrofit ten (10) metal Halide/Halogen lights with LED lighting at Robin Bledsoe Park sports fields. According to the Department of Energy, LED lighting can use between forty-five and seventy-five (45-75%) percent less energy than existing HID lights. The City anticipates a cost savings of around fifty (50%) percent based on preliminary estimates. Additional benefits of LED retrofitting include long-term maintenance savings. The LED lights have been proven to have longer life spans and require less maintenance during their lifetime.

The EECBG grant is a reimbursement grant and does not have a cost-share requirement. The City expects to use the full amount of the \$116,720.00 award and be reimbursed one hundred (100%) percent of the costs once the application is approved by the Department of Energy. The total cost of the project is not expected to exceed the award amount.

HISTORY/TIMELINE:

The application to the Department of Energy is due by October 31, 2024. The standard award decision is sixty (60) days. The City will then have twenty-four (24) months to complete the retrofit, following our established procurement policy. This is a reimbursement voucher, meaning the City will cover all costs up front and then be reimbursed up to the allocated award amount of \$116,720.00.

APPLICANT/AGENT:

RECOMMENDATION:

Recommend approval to submit an application to pursue the Energy Efficiency and Conservation Block Grant Program.

PRESENTER:

Pam Kaby, Grant Administrator
Greg Olmer, Interim Director of Parks and Recreation

Fiscal Impact

Attachments:

1. Resolution EECBG Grant

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY OF LEANDER, TEXAS, TO APPLY FOR THE DEPARTMENT OF ENERGY, ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) TO REDUCE ENERGY USE AND SUPPORT ENERGY EFFICIENCY.

WHEREAS, the United States Department of Energy is an executive department of the U.S. federal government that oversees U.S. national energy policy and energy production; and

WHEREAS, the Department of Energy received funds by the Infrastructure Investment and Jobs Act of 2021 and allocated those funds to state and local governments based on their formula grant funding model based using the 2020 Census data; and

WHEREAS, the Department of Energy is requesting applications from eligible local governments to receive their allocated share of the Energy Efficiency and Conservation Block Grant monies; and

WHEREAS, the City of Leander Parks and Recreation Department manages 400 acres of parkland comprised of 14 city-owned parks, city-owned building and median landscapes, a public library, a public golf course, and a variety of public greenbelt and trail areas throughout the city; and

WHEREAS, the City of Leander intends to apply for 100% reimbursable Grant funds to retrofit ten (10) metal Halide/Halogen lights with LED lighting at Robin Bledsoe Park sports fields.

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

SECTION 1. Leander City Council approves of the City's application submission for a Department of Energy, Energy Efficiency and Conservation Block Grant in Fiscal Year 2025.

DULY PASSED AND APPROVED this the 17th day of October, 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Acceptance of infrastructure improvements for Bar W Ranch West Phase 2 Lift Station and Wastewater Improvements.

BACKGROUND:

The public infrastructure improvements required for the Bar W Ranch West Phase 2 Lift Station and Wastewater Improvements have been installed, inspected, and are satisfactorily 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, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on October 17, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through October 17, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, quality construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the City Council's formal acceptance of the Bar W Ranch West Phase 2 Lift Station and Wastewater Improvements.

PRESENTER:

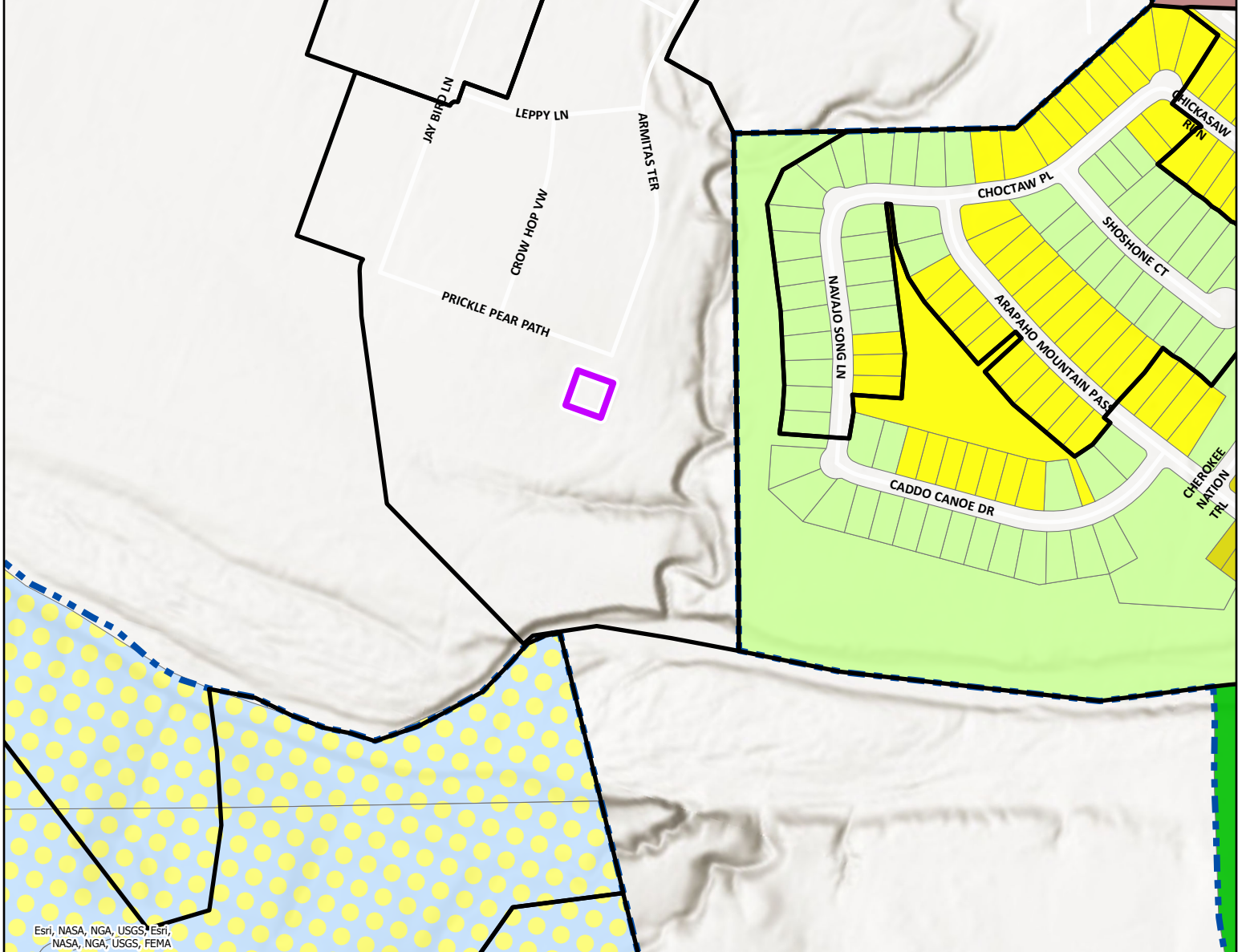
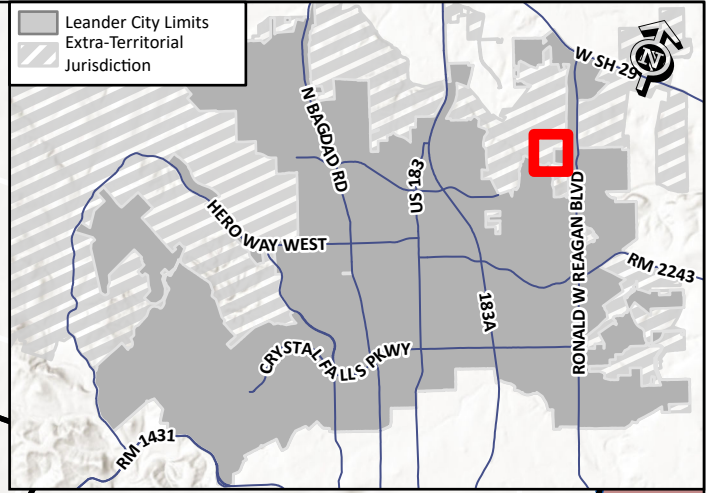
Emily D. Truman, P.E., CFM, City Engineer

Fiscal Impact

Attachments:

1. Acceptance Documents Bar W Ranch W Ph 2 LS & WW Improvements

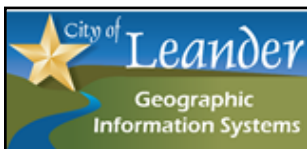
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy,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



SUBDIVISION ACCEPTANCE Bar W Ranch West Ph 2 Lift Station & Wastewater Improvements - 23-PICP-0056

City Limits

Accepted Subdivision

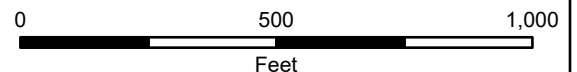


RESIDENTIAL

- SFR - Single-Family Rural
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFL - Single-Family Limited

RETAIL / COMMERCIAL

- LC - Local Commercial
- GC - General Commercial
- PUD LAND USE**
- PUD - Single-Family



Engineer's Concurrence for Project Acceptance

Project: Bar W Ranch West Phase 2 Lift Station and Wastewater Improvements **Date:** 05/24/2024

City of Leander Issued Permit Number: 23-PICP-0056

Owner's Name & Address

John Sparrow- Continental Homes of Texas, LP
10700 Pecan Park Blvd. Ste. 400
Austin, Texas 78750

Consultant Engineer's Name & Address

Lee A. Whited- Carlson, Brigance, & Doering, Inc.
5501 W. William Cannon Drive
Austin, Texas 78749

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

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




Signature

Lee A. Whited

Typed Name

Carlson, Brigance, & Doering, Inc.

Engineering Firm Name

F-3791

Registered Engineering Firm Number

(SEAL)



Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

September 6, 2024

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

**RE: Bar W Ranch West Phase 2 Lift Station and Wastewater Improvements
23-PICP-0056**

Final Plat Legal Name as Recorded:

Bar W Ranch West Phase 2 Lift Station and
Wastewater Improvements

Name on Approved Construction Documents:

Bar W Ranch West Phase 2 Lift Station and
Wastewater Improvements

Name on Bank Bond for Fiscal Posting:

N/A

COST CATAGORIES	AMOUNT	INSPECTION AMOUNT
STREETS (w/ Erosion Control)	\$ ----	\$ ----
DRAINAGE	\$ ----	\$ ----
WASTEWATER	\$ 309,933.00	\$ 309,933.00
WATER	\$ ----	\$ ----
STREETLIGHTS	\$ ----	\$ ----
LANDSCAPE IMPROVEMENTS	\$ ----	\$ ----
TOTAL	\$ 309,933.00	\$ 309,933.00

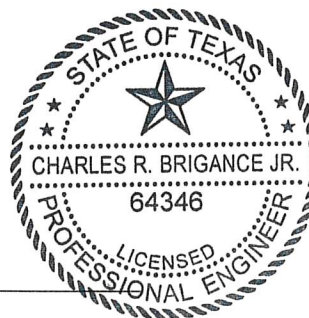
Total Improvements = **\$309,933.00**
Maintenance Bond (10% of total) = **\$30,993.30**

Total inspection Improvements = **\$309,933.00**
Inspection Fees (3.5% of total improvements) = **\$10,847.66**
Currently Paid Inspection Fees = **\$4,016.97**
Remaining Insp. Fees to be Paid = **\$6,830.69**

Please call if you have any questions.

Sincerely,

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



CARLSON, BRIGANCE & DOERING, INC.
ID# F3791



P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-0489

May 29, 2024

Continental Homes of Texas, LP
Brian Oliver

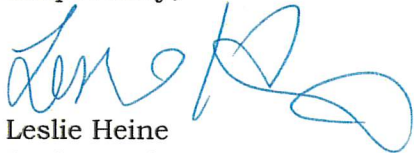
RE: Bar W Ranch West Phase 2 Lift Station and Wastewater Improvements

We hereby submit our invoice for installation of two lift station pumps in Bar W Ranch West, Phase One. Price includes materials, installation, and necessary bonds.

Description	Unit	Total
Mobilization	LS	\$ 8,000.00
P&P Bond	LS	6,000.00
Warranty Bond	LS	2,200.00
Furnish & Install Pumps, 10" Piping, Appurtenances	LS	271,733.00
Electrical Work	LS	22,000.00
Grand Total		\$ 309,933.00

The price total will be \$ 309,933.00, and payment should be remitted within 30 days.

Respectfully,


Leslie Heine
Senior Project Manager
CHASCO CONSTRUCTORS



MAINTENANCE BOND
Subdivision Improvements

Bond #022237610-001

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Chasco Constructors
as Principal, whose address is 2801 E. Old Settlers Blvd, Round Rock, TX 78680 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 Thirty Thousand Nine Hundred Thirty-three Dollars and 30/100-- Dollars
(\$ 30,933.30) 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 Bar W Ranch West Phase 2 Lift
Station and Wastewater Improvements, proj#23-PICP-0056. (the
“improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of August, 2024.

Chasco Constructors
Principal

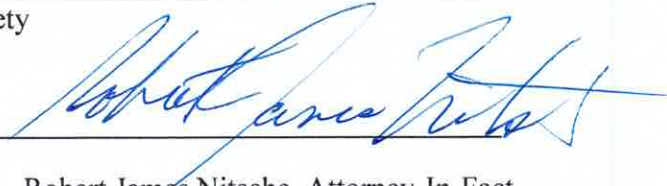
By: _____

Title: _____

Address: 2801 E. Old Settlers Blvd.

Round Rock, TX 78665

Liberty Mutual Insurance Company
Surety

By: 

Title: Robert James Nitsche, Attorney-In-Fact

Address: 1001 4th Ave., Ste 3800

Seattle, WA 98154

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

The Nitsche Group

143 E. Austin, Giddings, TX 78942

(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: **8211035 - 974127**

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, Craig Parker, Gary A. Nitsche, Jennifer J Biehle, Kenneth Nitsche, Nina Smith, Robert James Nitsche, Robert K. Nitsche,

all of the city of Giddings 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 29th day of November, 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 29th day of November, 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 19th day of August, 2024.



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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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:

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

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: July 16, 2024

Developer: CONTINENTAL HOMES OF TEXAS, LP

Contractor/Material

Provider ("Affiant"): CHASCO CONSTRUCTORS, LTD LLP

Project: Bar W Ranch West Phase 2 Lift Station and Wastewater Improvements

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.

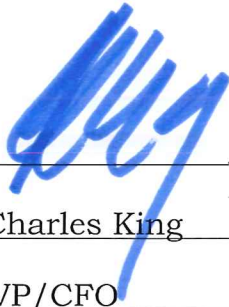
SUBSCRIBED AND SWORN TO BY Affiant on this 16th day of July 2024

Initialed: _____

PAGE 1 of 2

Updated 10.20.14

AFFIANT:

Signature: 

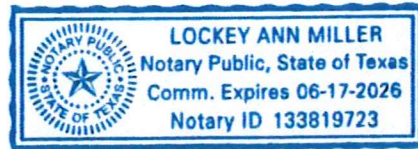
Typed Name: Charles King

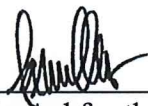
Title: VP/CFO

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared Charles King, 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 16th day of July 2024.




Notary in and for the State of Texas

Name: Lockey A. Miller

My commission expires: 06.17.2026

Initialed: _____

PAGE 2 of 2



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Acceptance of the public infrastructure improvements for Travisso Phase 4, Sections 7 and 8 and Phase 5, Section 3 including: streets, drainage and erosion, water, reclaimed water, wastewater, and streetlight improvements.

BACKGROUND:

The public infrastructure improvements required for the Travisso Phase 4, Sections 7-8, and Phase 5, Section 3 Improvements have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project has been received, including the record drawings, a statement of substantial completion prepared by a professional engineer licensed by the State of Texas, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on October 17, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through October 17, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, quality construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City Staff recommend the City Council's formal acceptance of Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Public Infrastructure Improvements.

PRESENTER:

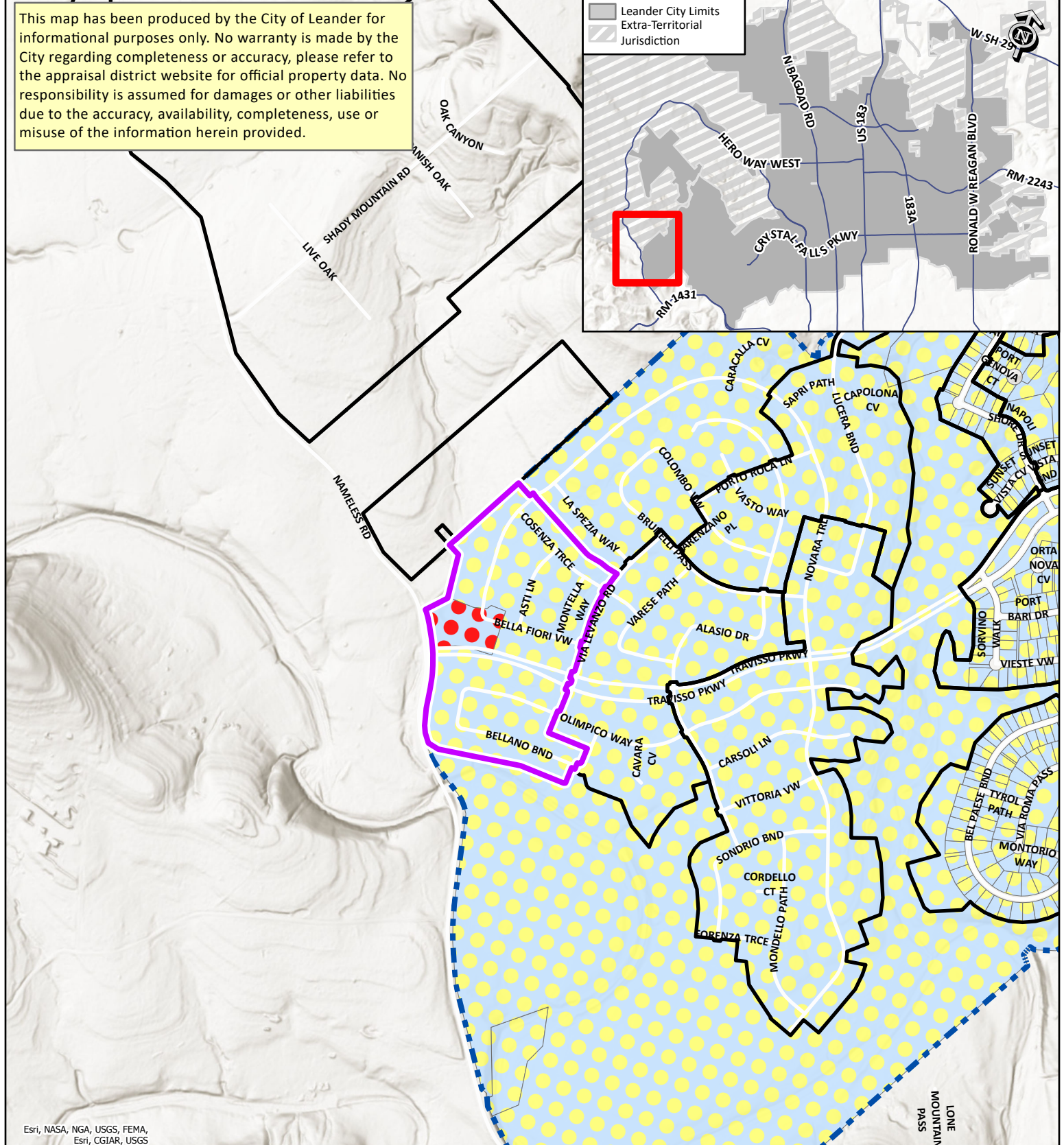
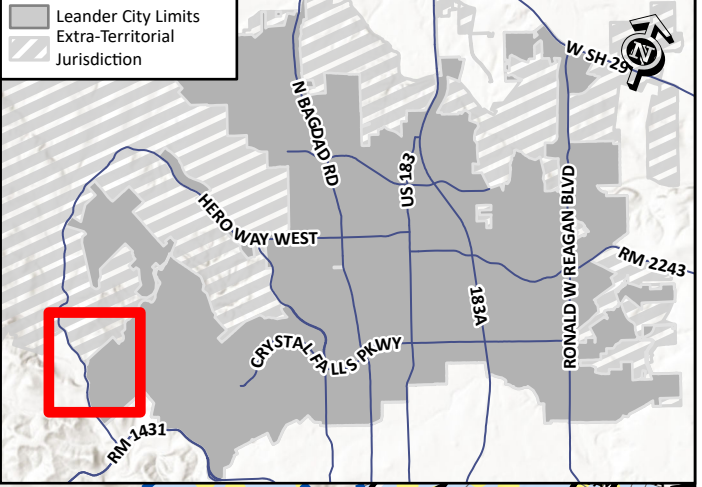
Emily D. Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

1. Acceptance Documents - Travisso Ph 4 Sec 7-8 & Ph 5 Sec 3

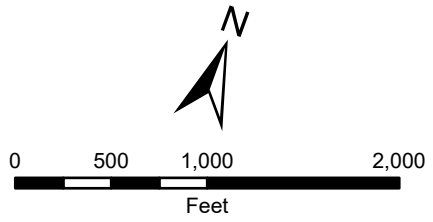
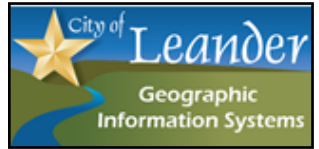
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy,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



SUBDIVISION ACCEPTANCE

Travisso Ph 4, Sec 7-8 & Ph 5, Sec 3 - 22-PICP-003

- City Limits
- Accepted Subdivision
- PUD - Single-Family
- PUD - General Commercial





July 19, 2024

Brad Garner
Travisso, Ltd.
3937 Veneto Circle
Leander, Texas 78641

TDLR Project Number: TABS2022015104

PROJECT:

Travisso, Phase 4, Sections 7-8 & Phase 5, Section 3
Travisso Parkway
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Brad:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Please reference the TABS number in all future correspondence pertaining to this project.

Sincerely,

A handwritten signature in black ink, reading 'Jesús Lardizábal'.

Jesús Lardizábal, RAS #1051

cc: Pape-Dawson Engineers, Inc.



Inspection Report

Article 9102, T.C.S.

Texas Accessibility Standards (TAS)

Inspection Date: July 16, 2024

TDLR Project Number: TABS2022015104

RAS: Jesús Lardizábal (License #1051)

Altura Project No: 22-046

PROJECT INFORMATION

Travisso, Phase 4, Sections 7-8 & Phase 5, Section 3

Travisso Parkway

Leander, TX 78641

Description: Construction of pedestrian ramps, 4' sidewalk, and 8' sidewalk for three (3) sections of single-family residential subdivision

Scope: The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102.

OWNER INFORMATION

Brad Garner

Travisso, Ltd.

810 Hesters Crossing Rd., Ste. 235

Round Rock, Texas 78681

The following report identifies violations with the Texas Accessibility Standards (TAS).

No violations of the TAS were found.

REPORT COMMENTS

1. The scope of this report is limited to an inspection for compliance with the 2012 Texas Accessibility Standards (TAS). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the TAS. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Contact Jesús Lardizábal at (512) 410-7059 or at jel@alturalp.com with any questions or comments.

-END OF REPORT

July 23, 2024

Emily Truman, P.E., CFM
City of Leander City Engineer
P.O. Box 319
Leander, TX 78646

RE: Travisso Phase 4, Sections 7-8 & Phase 5, Section 3
App. No.: 22-PICP-003
Engineer's Concurrence

Dear Ms. Truman,

This letter is to inform you that I, and/or my designated representative, have made a final visual observation of the above referenced project. I have also visited the site during construction and observed the installation of street, drainage, water, and wastewater improvements. Based on these observations, I hereby certify that these improvements were completed in substantial conformance with the approved plans and specifications.

Please feel free to contact me if you need any additional information or have any further questions.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration # 470


Michael Fisher, P.E.
Senior Vice President



 7/23/24

H:\Projects\508\92\44\301 Construction Documents\Documents\Plan Processing\City\Closeout\Engineer's Concurrence\TRAVISSO PH 4 SEC 7-8 & PH 5 SEC 3 - ENGINEERS CONCURRENCE.docx

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc.
as Principal, whose address is 410 Fannin Avenue, Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Seven Hundred Fifteen Thousand, Seven Hundred Sixty-Six And 30/100 Dollars
(\$715,766.30) 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 Travisso Phase 4, Sections 7-8 & Phase 5,
Section 3 Public Improvement Construction Plans (22-PICP-003) (the "improvements")
pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part
hereof as though the same were written and embodied herein;

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

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

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

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

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

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

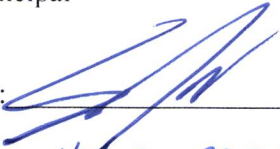
The Surety agrees to pay the Obligees upon demand all loss and expense, including attorneys' fees, incurred by the Obligees by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of September, 2024.

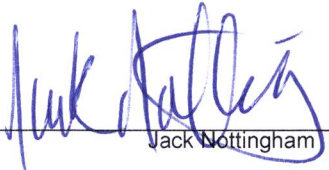
JL Gray Construction, Inc.
Principal

By: 

Title: VICE PRESIDENT

Address: 410 Fannin Avenue
Round Rock, TX 78664

Westfield Insurance Company
Surety

By: 
Jack Nottingham

Title: Attorney-in-Fact

Address: 2255 Ridge Road, Ste 333
Rockwall, TX 75087

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

Jack Nottingham

2255 Ridge Road, Ste 333, Rockwall, TX 75087

(Seal)

General
Power
of Attorney

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

CERTIFIED COPY

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

TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **MAY** A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

On this **25th** day of **MAY** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **4th** day of **September** A.D., **2024**.



Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

7. PREMIUM OR CLAIM DISPUTES:

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

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

August 23, 2024

Sarvesh Dhakal, P.E.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: Travisso Phase 4, Sections 7-8 & Phase 5, Section 3
App. No.: 22-PICP-003
Final Cost Certification

Dear Mr. Dhakal:

Following is the information as applicable for items that will be owned and maintained by the City within this project:

Final Plat Legal Name as Recorded: Travisso Phase 4, Sections 7-8 & Phase 5, Section 3.
Name on Approved Construction Documents: Travisso Phase 4, Sections 7-8 & Phase 5, Section 3.
Name on Bank Bond for Fiscal Posting: Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Public Improvement Construction Plans (22-PICP-003).

COST SUMMARY

Street Improvements:	\$	1,508,336.80
Drainage & Erosion and Sedimentation Control Improvements:	\$	3,691,732.15
Water Improvements:	\$	866,428.00
Reclaimed Water Improvements:	\$	66,617.00
Wastewater Improvements:	\$	977,259.00
Streetlight Improvements:	\$	47,290.00
Landscape Improvements:	\$	-
TOTAL	\$	7,157,662.95

MAINTENANCE BOND

Total Improvements:	\$	7,157,662.95
Maintenance Bond (10%)	\$	715,766.30

INSPECTION FEES

Total Cost of Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Improvements	\$	7,157,662.95
3.5% Inspection Fees Owed to City	\$	250,518.20
Inspection Fees Paid at Initial Submittal	\$	200,440.78
Inspection Fees Paid at Revision #1 Submittal	\$	661.05
Inspection Fees Owed to City with Closeout	\$	49,416.37

ENGINEER'S CONTACT INFORMATION

Michael Fisher, P.E.
Pape-Dawson Consulting Engineers, LLC.
10801 N. Mopac Expressway. Building 3, Suite 200
Austin, TX 78759
mfisher@pape-dawson.com
(512) 454-8711

Please call if you have any questions.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration # 470



Michael Fisher, P.E.
Senior Vice President

 8/23/24

H:\Projects\508\92\44\301 Construction Documents\Documents\Plan Processing\City\Closeout\Maintenance Bond\240722 TR PH 4 SEC 7-8 & PH 5 SEC 3 - Development Cost Letter.docx

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIENSTATE OF TEXAS
COUNTY OF WilliamsonDate: 08/21/2024Developer: Travisso, LTDContractor/Material
Provider ("Affiant"): JL Gray Construction, Inc.Project: Travisso Ph 4, Sec 7-8 & Ph 5, Sec 3

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 21 day of August, 2024.Initialed: SJ

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

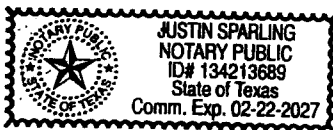
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Seth Jewell, 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 21 day of August 2024.

[S E A L]



Notary in and for the State of Texas

Name: Justin Sparling

My commission expires: 02-22-27

Initialed: SJ

PAGE 2 of 2



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Approval of purchase of one (1) 2024 Ford truck from Sewell Ford of Odessa utilizing Solicitation S24-003 with Sewell Family of Companies in the amount of \$78,483.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The FY 2025 budget included a new position of a Pump & Motor Mechanic for the Public Works Water & Wastewater Department. Included with the position approval was a vehicle due to the requirements of this position, i.e., maintaining numerous pumps and motors throughout the wastewater collection and water distribution system.

Considering long delivery lead times for vehicles, staff is recommending moving forward with placing the order for this truck as soon as possible from Sewell Ford of Odessa in the total amount of \$78,483.00.

HISTORY/TIMELINE:

1/4/2024 - City entered into a six (6)- year term contract with Cameron Country CDJR, in addition to Sewell Family of Companies for fleet vehicles.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of the purchase of one (1) 2024 Ford truck from Sewell Ford of Odessa in the total amount of \$78,483.00 utilizing Solicitation S24-003/ L00321 with Sewell Family of Companies for the purchase of fleet vehicles; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Gina M. Ellison, P.E., Executive Director of Public Works

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$78,483.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	GL # 20-03-7000

Attachments:

1. Contract L00321- Sewell
2. Truck Pricing and Spec

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
THE SEWELL FAMILY OF COMPANIES DBA SEWELL FORD INC ("Contractor")
FOR
FLEET VEHICLES
RFP S24-003 / L00321**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between The Sewell Family of Companies dba Sewell Ford, Inc. having offices at 4400 Parks Legado Rd., Odessa, TX 79765 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, RFP S23-003 including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 The Sewell Family of Companies dba Sewell Ford, Inc. Offer, dated November 28, 2023, as incorporated herein as Exhibit B.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet
- 1.2.2 The City's Solicitation as referenced in Section 1.1.3, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications.

1.3 Term of Contract: The Contract will be in effect for a term of six years. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

1.4 Compensation: This Contract is for an amount of \$507,000.00 in Fiscal Year 2024. Future fiscal year commitments will be dependent upon departmental budgets as approved by the Council and Contractor's pricing and availability for fleet vehicles.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**THE SEWELL FAMILY OF COMPANIES DBA
SEWELL FORD INC.**

Abel Cantu

Printed Name of Authorized Person

Abel Cantu

Signature

Fleet Manager

Title:

12/19/23

Date:

CITY OF LEANDER

Isaac D. Turner

Printed Name of Authorized Person

Isaac D. Turner

Signature

Interim
City Manager

Title:

January 4, 2024

Date:

EXHIBIT A – City's Solicitation
EXHIBIT B – Contractor's Offer



**ADDENDUM
CITY OF LEANDER, TEXAS**

Solicitation: RFP S24-003

Addendum No: 1

Date of Addendum: November 9, 2023

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

- A. Part I, Item 3 Schedule of Events has been amended to reflect that the City anticipates responding to questions on 11/9/23 by 5:00 PM CST.
- B. The solicitation number has been updated to reflect the correct fiscal year- 2024 (S24-003).

II. Questions:

Q1. Are the terms and conditions negotiable?

A1. Yes.

Q2. Is Chevrolet the only make you're interested in?

A2. No, the City is open to various brands of fleet vehicles as long as the specifications can be closely met.

Q3. How do we attend the bid opening?

A3. If you are interested, please attend via Microsoft Teams or in person at 105 N. Brushy St.- West Conference Room, Leander, TX 78641. You will need to manually copy the entire link below for MS Teams meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzhkYWJhNmMtY2Y0Yy00ZDMxLWI1MDItYWQ2NWFjZjRhN2Y0%40thread.v2/0?context=%7b%22id%22%3a%228334aaf3-4a3e-4dd5-863a-41f4c29d0728%22%2c%22oid%22%3a%22f10b070e-0944-446a-b080-2f632e597978%22%7d

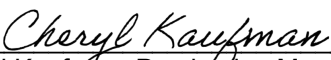
Meeting ID: 254 097 879 699

Passcode: azZRpx

III. Extension: Due to the holidays the proposal due date is hereby extended until November 30, 2023, at 3:00 PM CST.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Cheryl Kaufman, Purchasing Manager
Purchasing Office

11/9/23



City of Leander

**City of Leander, Texas
Purchasing & General Services**

105 N Brushy St,
Leander, Texas 78641

www.leandertx.gov

REQUEST FOR PROPOSAL (RFP)

FLEET VEHICLES

SOLICITATION NUMBER S24-003

OCTOBER 2023

FLEET VEHICLES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Leander, herein after “the City” seeks proposals from firms experienced in providing new Ford, Chevrolet, Dodge and/or other reputable brands of fleet vehicles to governmental entities. The City intends to award this multi-year contract to multiple responsible vendors with the goal of ensuring the City has met the competitive requirements of local government code 252 to purchase vehicles currently and during the contract term.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 - 3
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5 - 6
Part IV – Scope of Work	Page(s) 7 - 8
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 9 - 11
Attachment A – Reference Sheet	Separate attachment
Attachment B – Subcontractor Information Form	Separate attachment
Attachment C – Conflict of Interest Questionnaire	Separate attachment
Attachment D – Cost Proposal Sheet (based off Attachment E)	Bonfire Table
Attachment E – Current Vehicle Requirements (FY24)	Separate attachment

3. **SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	October 26, 2023
Deadline for submission of questions	November 7, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately November 11, 2023 @ 5:00 PM, CST
Deadline for submission of responses	November 23, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:
<https://leandertx.bonfirehub.com/>

The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:
<https://leandertx.bonfirehub.com/>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City’s website at <https://leandertx.bonfirehub.com/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://leandertx.bonfirehub.com/>
- A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City for this solicitation.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples (if applicable) shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be permitted nor considered.
6. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at:
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_tc_2022_terms_and_cond_updated_nov_2022.pdf.

In addition, the Supplemental Terms and Conditions listed in Section III shall also be enforced as part of the contract.

2. **INSURANCE:** Insurance does not apply to this solicitation.

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for seventy-two (72) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing governmental fleet vehicles as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment B- Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - C. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.

6. **PRICING:** The Respondent shall determine and submit a fixed cost for the goods and shall include all incidental costs, labor, overhead charges, registration, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

Pricing for goods will be a **fixed percent off MSRP**. The percentage discount, if any, will be designated by the Respondent in the solicitation response document. Invoices for goods and/or services shall require a copy of the MSRP document or catalog from the manufacturer. Failure to provide the contracted discount (%) off MSRP may result in payment at cost.

7. **PRICE INCREASE:** Contract discounts for fleet vehicles shall remain firm throughout the term of the contract.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than fifteen (15) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.

12. **POINTS OF CONTACT / DESIGNATED REPRESENTATIVES:**

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

- B. The City's designated representatives:

Cheryl Kaufman
Manager
Purchasing and General Services
Phone: 512-528-2730
E-mail: ckaufman@leandertx.gov

Kay Johnson
Purchasing Agent
Purchasing and General Services
Phone: 512-528-2792
Email: kjohnson@leandertx.gov

13. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART IV SCOPE OF WORK

1. **INTRODUCTION AND BACKGROUND:** The City of Leander, herein after “the City” seeks proposals from firms experienced in providing new Ford, Chevrolet, Dodge and/or other reputable brands of fleet vehicles to governmental entities. The City intends to award this multi-year contract to multiple responsible vendors with the goal of ensuring the City has met the competitive requirements of local government code 252 to purchase vehicles currently and during the contract term.
2. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Maintain a relationship with Ford, Chevrolet, and/or Dodge or other reputable dealers. Attach documentation to the Proposal such as a letter from the manufacturer(s) the Respondent represents or a line card.
 - B. Certify that the vehicles purchased under this solicitation shall be current makes and models, new and unused.
 - C. Provide the City with a timely response to pricing inquiries for vehicles available to purchase. The City expects to receive a response within five (5) business days of the request.
 - D. Order new vehicles through various distribution channels as needed.
 - E. Establish and communicate the expected delivery timeline for each vehicle the City orders.
 - F. Communicate in a timely and effective manner with City staff if vehicles are delayed.
 - G. **Pre-Delivery Service-** The following services shall be completed by the Contractor before the vehicles are delivered to the City:
 - i. All fluid levels checked and maintained with the proper grade and type of fluids.
 - ii. Pre-delivery inspection and service on chassis.
 - iii. The interior and exterior of each vehicle shall be cleaned.
 - iv. The fuel tank shall be full.
 - H. Provide all vehicle documentation directly to Purchasing personnel.
3. **TECHNICAL SPECIFICATIONS:** Unless otherwise specified, all units will be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified. The following items are minimum requirements for the models specified.
 - A. The City seeks to maintain quality, reliability, and efficiency within its vehicle fleet. With this goal in mind several manufacturers' products have been specified herein to establish the City's minimum critical requirements and performance standards of each vehicle. Any example shown is listed to show type and class of equipment desired only. Alternate equivalent items will be considered and are noted as “Or equal”. “Or equal” is intended to establish a level of quality and is not to be interpreted as a preference for a particular brand. The items offered must be equivalent in terms of function, basic design, type and quality of material, method of construction, and any required dimensions.
 - B. Respondents are cautioned that any vehicle specified or delivered which does not meet specifications in every aspect will not be considered or accepted.
 - C. Transmissions on each vehicle specified shall be automatic.
 - D. **A/C, heat, power windows, and power locks shall be included with each vehicle.**
4. **DELIVERY:**
 - A. Deliver all vehicles to the following location:
**City Hall
Purchasing
Cheryl Kaufman or Kay Johnson
105 N Brushy St.
Leander, Texas 78641**

If reasonable, City personnel may pick up vehicles from the lot, but this should remain an uncommon situation.

- B. Delivery of vehicle(s) shall be made to City of Leander no later than one hundred twenty (120) calendar days after receipt of Purchase Order or unless otherwise agreed upon by the City.
- C. Provide all vehicle documentation for each delivered vehicle which includes at time of delivery the following:
 - i. Owner, Operator, and shop repair manuals
 - ii. Form 130-U (Application for Texas Title and/or Registration)
 - iii. Form VTR-62A (Application for Standard Texas Exempt License Plates) – this form is included with delivery but not completed by the dealer. The City will complete this form.
 - iv. Vehicle Purchase Agreement.
 - v. Invoice (from the vehicle company/dealer and must include the city's approved PO number on it).
 - vi. Manufacturer's Certificate/Statement of Origin for a vehicle (dealer must complete the Distributor-Dealer information on the back of this form).
 - vii. Odometer disclosure statement.
 - viii. Texas Department of Public Safety Statement of Inspection.
 - ix. Delivery/acceptance sheet (document signed and copy received from the delivery person to show who made the delivery, date delivered, and who accepted the vehicle).
 - x. Nominal weight rating (in tons).
 - xi. Warranty documentation.

5. **WARRANTY:** The City will only consider offers for the purchase of new equipment with the full manufacturer's warranty directly from the Manufacturer or a Manufacturer's Authorized Distributor.

- A. The manufacturer's standard warranty shall apply. Warranty documentation shall be included with each item bid.
- B. The Contractor shall warrant that the vehicle will conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. All warranty repairs will be performed without accessing the City's warranty deductibles. The successful respondent shall be responsible for any warranty deductibles required for warranty repairs.
- C. In the event the vehicle requires two (2) or more repairs in the first 30-day period, except those caused by negligence or through the fault of City employees, the Contractor agrees to remove and replace the defective vehicle without delay and at their expense.
- D. Replacement parts- Replacement parts shall be available for vehicles for no less than ten (10) years. City reserves the right to purchase replacement parts from any source.

6. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-

- A. Be an authorized manufacturer or distributor authorized by the manufacturer for Ford, Chevrolet, Dodge, or other similar vehicles as requested.
- B. Contact the City's designated personnel to schedule delivery of vehicles.
- C. Observe the speed limit on the individual site.
- D. Check in with the utility billing reception desk upon arrival on site.

7. **CITY RESPONSIBILITIES:** The City will-

- A. Provide a purchase order (PO) to the Contractor prior to ordering and based off of the approved quote.
- B. Coordinate delivery to City Hall.
- C. Request pricing and lead time throughout the term of the contract for vehicle needs.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.

- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- ☐ Acknowledge Addenda (if applicable)
- ☐ Attachment A- Reference Sheet
- ☐ Attachment B- Subcontractor Form (if applicable)
- ☐ Attachment C- Conflict-of-Interest Questionnaire
- ☐ Maintain a relationship with Ford, Chevrolet, Dodge, and/or other reputable brands. Attach documentation such as a letter from the manufacturer(s) you represent or a line card.

Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-

- ☐ Business Organization: State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ☐ Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide an internal management description for each subcontractor.
- ☐ Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- ☐ Segment requirements listed below.

3. **EVALUATION CRITERIA:**

A. Segment 1 – Respondent's Solution and Program

- i. Tab 1 - System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. Tab 2 - Program: Describe your plan for meeting vehicle demand for municipalities and other governmental entities. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. As part of your proposal, you must also indicate:
 - a. The steps you will take from notification by the City of a vehicle need through vehicle delivery.
 - b. Describe expediting and communication methods utilized when a vehicle is late from the Manufacturer. Make sure to include when you will contact the City's POC to convey these findings.

- c. Considering only governmental entities, provide the failure rate of governmental orders that cannot be completed/filled (for whatever reason).

B. Segment 2 – Company Work Experience and Personnel:

- i. Prior Experience: State the number of years the Respondent company has been providing fleet vehicles to government entities. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- ii. Personnel: Include names, qualifications, certifications, and resumes of all personnel who will be assigned to the account including non-administrative employees. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key people by name and title.

C. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

- i. The City seeks to evaluate the value of a 5-year, 100,000-mile Power Train Warranty. Respondents shall provide alternate pricing, if necessary, to provide this warranty level.
- ii. Other itemized costs.
- iii. Unit pricing for goods shall include delivery costs, F.O.B. Destination.
- iv. Items listed in the bid table may be awarded to the responsive/responsible Offeror with the lowest cost and/or the best vehicle delivery timeline.
- v. Future orders may be based predominantly off of the percent off MSRP for a variety of appropriate vehicles and delivery timelines.
- vi. Respondent is not required to bid on all items.
- vii. Alternate equivalent makes and models will be considered.
- viii. For the purpose of cost evaluation, the City will accept offers on the specified new 2023, 2024, 2025 vehicles.
- ix. The City intends to award Items A-N for fiscal year 2024 based on lowest cost considering best lead time.

4. **EVALUATION CRITERIA:** The intent of the City is to award to multiple Respondents in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which responsive and responsible proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:	Weights:
• Respondent's Solution and Program (Segment 1)	30 pts
• Company Work Experience and Personnel (Segment 2)	30 pts
• <u>Cost Proposal (Segment 3)</u>	<u>40 pts</u>
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who, in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposals and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party at any time.
- B. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- C. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- D. If negotiations are successful, the City and Respondent may enter into an agreement.
- E. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- F. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- G. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Leander contract is required prior to starting work and processing any payments to the awarded Respondent.

6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of the Agreement.
- B. Identify specific milestones, goals, and strategies to meet objectives.

**ATTACHMENT A
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name _____
 Name of Contact _____
 Title of Contact _____
 E-Mail Address _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number _____ Fax Number: _____

2. Company's Name _____
 Name of Contact _____
 Title of Contact _____
 E-Mail Address _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number _____ Fax Number: _____

3. Company's Name _____
 Name of Contact _____
 Title of Contact _____
 E-Mail Address _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number _____ Fax Number: _____

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

**ATTACHMENT B
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

- **CIRCLE ONE** - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT **NO**

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT YES

If yes complete the information below

1. Subcontractor Name _____
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____
Describe work to be performed _____
Percentage of contract work to be performed _____ %

2. Subcontractor Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____
Describe work to be performed _____
Percentage of contract work to be performed _____ %

- *Add additional pages as needed*

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment E- Current Vehicle Requirements (FY24)

PUBLIC WORKS- WATER

ITEM A- NEW: ½ Ton Pick-Up Truck, 2WD Water Quality Specialist

Make/Model example specified: Chevrolet 4x2 Double Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x2 Double Cab 147.45" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM B- NEW: 3/4 Ton Pick-Up Truck, 4WD FOREMAN (Water)

Make/Model example specified: Chevrolet 4x4 Crew Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.

Attachment E- Current Vehicle Requirements (FY24)

- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM C- NEW: 3/4 Ton Pick-Up Truck, 4WD FOREMAN (WW)

Make/Model example specified: Chevrolet 4x4 Crew Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmffleet.com> Additional options requested:

- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM D- NEW: SUV/Crossover (Conservation Manger)

Make/Model example specified: Dodge Durango/Ford Explorer

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

Cab: SUV or Crossover

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmffleet.com> Additional options requested:

- 3.6L V6 Cylinder Engine
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TIRES: 265/60R18 BSW AS LRRTIRES

Attachment E- Current Vehicle Requirements (FY24)

ITEM E- Replacement (PW 26) ITEM #5: ½ Ton Pick-Up Truck, 2WD

Make/Model example specified: Chevrolet 4x2 Regular Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x2 Regular Cab 139.56" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM F- Replacement (PW 27) ITEM #6: ½ Ton Pick-Up Truck, 2WD

Make/Model example specified: Chevrolet 4x2 Regular Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x2 Regular Cab 139.56" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.

Attachment E- Current Vehicle Requirements (FY24)

- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM G- Replacement (PW 28) ITEM #7: ¾ Ton Pick-Up Truck, Utility Body 2WD

Make/Model example specified: Ford or Chevrolet 4x2 Regular Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Grey, no carpet, seats 40/20/40.

Cab: 4x2 Regular Cab 139.56" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmffleet.com> Additional options requested:

- 500 Series Knapheide Service Body or comparable
- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ENGINEERING & BUILDING INSPECTIONS

ITEM H- Engineering SUV: 4WD or AWD

Make/Model example specified: Ford Explorer, Chevy Tahoe

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

- V-6
- HP ≈ 293
- Torque ≈ 260
- Automatic transmission
- Gasoline

Attachment E- Current Vehicle Requirements (FY24)

- Max Payload ≈ 1330
- GVWR ≈ 6500

ITEM I- Engineering (ENG 1)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Ford F-150 or Chevrolet 1500

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

Cab: Crew Cab

- V-8
- Automatic transmission
- RKL side opening cross box C series with headache rack WG10 series.
- Gasoline
- Full width light bar amber and white or blue and white LED lights
- Half ton
- Bed: 6 or 6.5 feet

ITEM J- Building Inspections (BI-5)- ½ Ton Pick-Up Truck, 2WD

Make/Model example specified: Ford F-150 or Chevrolet 1500

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

Cab: Regular WT

- V-6
- HP ≈ 310
- Torque ≈ 348
- Gasoline
- Max Payload ≈ 2250
- GVWR ≈ 6800
- Bed: 8 feet

FIRE DEPARTMENT & CODE ENFORCEMENT

ITEM K- Code Enforcement (CE-2)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Chevrolet 4x4 Crew Cab, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- All electric windows and doors, remote start
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic OR gasoline 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo.
Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System (the City would prefer an audible alarm)
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.

Attachment E- Current Vehicle Requirements (FY24)

- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)

ITEM L- Code Enforcement (CE-3)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Chevrolet 4x4 Crew Cab, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- All electric windows and doors, remote start
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic or gasoline 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo.
Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System (the City would prefer an audible alarm)
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)

ITEM M- Fire Department (FD 141)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Four door Chevrolet 4x4, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: Red is preferred but white could be accepted

Interior Color: Black or Grey, no carpet, seats 40/20/40

Additional options requested:

- All electric windows and doors, remote start
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic or gasoline 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo.
Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System (the City would prefer an audible alarm)
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- TIRES Michelin or Goodyear All-Terrain

GENERAL SERVICES

ITEM N- General Services: ½ Ton Pick-Up Truck, 2WD Truck

Make/Model example specified: Chevrolet, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Attachment E- Current Vehicle Requirements (FY24)

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmffleet.com> Additional options requested:

- All electric windows and doors, remote start
- Gasoline
- **Extended Cab**
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo.
Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees the following terms and conditions, without modification, will govern:

I. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. **ADDENDUM** – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- B. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. **APPROPRIATE, APPROPRIATED, OR APPROPRIATION** – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. **BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION** – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – A person, firm or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment or services specified herein, and are interested in making an offer to provide the goods, equipment or services to the City.
- F. **CITY** – The City of Leander, a home-rule municipal corporation located in Williamson County, Texas.
- G. **DELIVERABLES** – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. **DUE DATE** – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations and Qualification Statements.
- I. **GOODS** – Materials, supplies, commodities and/or equipment.
- J. **LATE OFFER** – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. **NON-PROFESSIONAL SERVICES** – services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.
- M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City’s standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
- N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- Q. **RESPONSIVE** – Meeting all the requirements of a Solicitation.
- R. **SERVICES** – Work performed to meet the requirements and demand of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.
- T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor’s obligations arising from a Contract with the City.
- U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

II. SOLICITATIONS

A. **CONFLICT OF INTEREST:**

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict of Interest Form may be submitted with the Response. The completed forms may be mailed or hand delivered to the City Secretary at the following address: The City of Leander, Office of the City Secretary, City Hall, 105 N. Brushy St Leander, TX 78641. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation. The validity of the Contract is not affected solely because of failure to comply with the conflict of interest disclosure requirements.

B. **COMMUNICATIONS WITH THE CITY:**

To insure the proper and fair evaluation of a Solicitation, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Leander Purchasing Office, Attn.: Purchasing Agent, PO Box 319, 105 N. Brushy St., Leander, TX 78641-0319, 512-528-2730, FAX: 512-528-2829, kjohnson@leandertx.gov.

C. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES:

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

F. COST OF PREPARATION OF RESPONSE:

All costs directly or indirectly related to preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE:

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT:

In determining award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS:

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable and a bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION:

1. All Responses must be submitted on the form provided by the City, and accompanied by all required attachments. Each Response shall be placed in a separate envelope and properly identified with Solicitation Number and Opening Date. Responses must be time-stamped at the Purchasing Office, 105 N. Brushy St, Leander TX 78641, PO Box 319, Leander, TX 78646, on or before due date and time shown on the Solicitation form. Late Responses will not be considered.
2. If applicable, Respondent will show exact cost to deliver. Responses must specify unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name or manufacturer's reference used in the Solicitation is descriptive (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.
5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

L. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE:

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

2. ABSENCES OF PURCHASE ORDER OR AGREEMENT:

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

3. VENDOR'S OBLIGATIONS:

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

4. EFFECTIVE DATE/TERM:

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order, and shall continue in effect until all obligations are performed in accordance with the Agreement.

5. SUBCONTRACTORS:

If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Vendor shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
- f. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

6. DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section IV. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

7. FORCE MAJEURE:

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

8. INSURANCE REQUIREMENTS:

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

a. Insurance Requirements:

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- Builder's Risk: based upon full construction costs, if required per contract
- Workers' Compensation and Employers' Liability
 - State of Texas: \$1,000,000 Each Accident
 - Employer's Liability: \$ 100,000 Each Accident
\$ 500,000 Disease-Policy Limit
\$ 100,000 Disease-Each Employee
- Waiver of Subrogation
- Commercial General Liability
 - Bodily Injury & Property Damage
 - General Aggregate Limit: \$1,000,000
 - Personal & Advertising Injury Limit: \$ 500,000
 - Each Occurrence Limit: \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- Commercial Automobile Liability Limits

Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
Medical Payments:	\$ 5,000 Per Person
Uninsured/Underinsured Motorist	\$ 100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Leander at 105 N. Brushy Street, Leander, TX 78641.

9. EXCEPTIONS TO SPECIFICATIONS:

Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

10. TRAVEL EXPENSES:

All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

11. HUB REQUIREMENTS:

The City complies with the requirements of the State of Texas *Local Government Code*, Chapter 252, Section 252.0215.

12. SPECIAL TOOLS AND EQUIPMENT:

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

1. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

2. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

3. WORKFORCE:

If Services are to be performed principally on the City's premises or on public right-of-ways:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

4. COMPLIANCE WITH ALL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS:

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

5. STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until

notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6. WARRANTY OF SERVICES:

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

1. MATERIAL SAFETY DATA SHEETS:

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. GOODS:

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

3. PACKAGING OF DELIVERABLES:

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. WARRANTY:

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

5. NO LIMITATION OF MANUFACTURERS' WARRANTIES:

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

1. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB:

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. NO SUBSTITUTIONS OR CANCELLATIONS:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. NOTICE OF DELAY IN DELIVERY:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. DELIVERY LOCATION, HOURS, DAYS, HOLIDAYS:

Unless otherwise specified, all deliveries must be made to City of Leander, at the City Department ship to address on the Purchase Order between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

5. NO SHIPMENT UNDER RESERVATION:

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. TITLE/RISK OF LOSS:

Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. RIGHT OF INSPECTION AND REJECTION:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING GOODS:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT

1. TAX EXEMPT STATUS:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. INVOICING REQUIREMENTS:

Unless otherwise specified, all invoices shall be submitted to City of Leander, Accounts Payable, PO Box 319, Leander, TX 78646, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours actually worked at the work site.

3. PAYMENT TERMS:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 2251. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment; the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. RIGHT TO AUDIT:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. FIRM PRICING:

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. PRICE WARRANTY:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. VENDOR OWING TAXES OR FEES TO THE CITY:

Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS

A. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

B. DEFAULT:

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT:

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION:

1. TERMINATION FOR CAUSE:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a

result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. NON-APPROPRIATION:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

4. CANCELLATION:

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

E. FRAUD:

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

F. INDEMNITY:

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHOMAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

G. LIABILITY:

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

H. INFRINGEMENT:

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by a person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

I. DAMAGE TO CITY PROPERTY:

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. OVERCHARGES:

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

K. CONFIDENTIALITY:

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential

Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

L. CODES, PERMITS, LICENSES:

Vendor shall comply with all federal, state and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. ADVERTISING/PUBLICITY:

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

N. INDEPENDENT CONTRACTOR:

The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

O. LIENS:

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.

P. ASSIGNMENT/DELEGATION:

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

Q. INTERPRETATION:

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

R. GOVERNING LAW AND VENUE:

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Leander, TX, and the venue for any action related to this Agreement shall be Leander, TX. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

S. INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS:

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

T. SURVIVABILITY OF OBLIGATIONS:

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

U. CLAIMS:

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

V. NOTICES:

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's Offer or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Leander, Purchasing Office, PO Box 319, Leander, Texas 78646 and marked to the attention of the Purchasing Agent.

W. GRATUITIES:

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

X. PERSONAL INTEREST PROHIBITED:

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of the performance of the any Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as an increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Y. WAIVER:

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Z. DISPUTE RESOLUTION:

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

AA. INVALIDITY:

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

BB. RIGHT TO ASSURANCES:

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

CC. 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 Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended

DD. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS: To the extent this Agreement constitutes 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, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.

- ☒ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☒ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- ☒ Acknowledge Addenda (if applicable)
- ☒ Attachment A- Reference Sheet
- ☒ Attachment B- Subcontractor Form (if applicable)
- ☒ Attachment C- Conflict-of-Interest Questionnaire
- ☒ Maintain a relationship with Ford, Chevrolet, Dodge, and/or other reputable brands. Attach documentation such as a letter from the manufacturer(s) you represent or a line card.

Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-

- ☒ Business Organization: State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ☒ Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide an internal management description for each subcontractor.
- ☒ Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- ☒ Segment requirements listed below.

3. **EVALUATION CRITERIA:**

A. Segment 1 – Respondent's Solution and Program

- i. Tab 1 - System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. Tab 2 - Program: Describe your plan for meeting vehicle demand for municipalities and other governmental entities. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. As part of your proposal, you must also indicate:
 - a. The steps you will take from notification by the City of a vehicle need through vehicle delivery.
 - b. Describe expediting and communication methods utilized when a vehicle is late from the Manufacturer. Make sure to include when you will contact the City's POC to convey these findings.

- c. Considering only governmental entities, provide the failure rate of governmental orders that cannot be completed/filled (for whatever reason).

B. Segment 2 – Company Work Experience and Personnel:

- i. Prior Experience: State the number of years the Respondent company has been providing fleet vehicles to government entities. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- ii. Personnel: Include names, qualifications, certifications, and resumes of all personnel who will be assigned to the account including non-administrative employees. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key people by name and title.

C. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

- i. The City seeks to evaluate the value of a 5-year, 100,000-mile Power Train Warranty. Respondents shall provide alternate pricing, if necessary, to provide this warranty level.
- ii. Other itemized costs.
- iii. Unit pricing for goods shall include delivery costs, F.O.B. Destination.
- iv. Items listed in the bid table may be awarded to the responsive/responsible Offeror with the lowest cost and/or the best vehicle delivery timeline.
- v. Future orders may be based predominantly off of the percent off MSRP for a variety of appropriate vehicles and delivery timelines.
- vi. Respondent is not required to bid on all items.
- vii. Alternate equivalent makes and models will be considered.
- viii. For the purpose of cost evaluation, the City will accept offers on the specified new 2023, 2024, 2025 vehicles.
- ix. The City intends to award Items A-N for fiscal year 2024 based on lowest cost considering best lead time.

4. **EVALUATION CRITERIA:** The intent of the City is to award to multiple Respondents in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which responsive and responsible proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:	Weights:
• Respondent's Solution and Program (Segment 1)	30 pts
• Company Work Experience and Personnel (Segment 2)	30 pts
• <u>Cost Proposal (Segment 3)</u>	<u>40 pts</u>
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who, in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposals and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party at any time.
- B. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- C. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- D. If negotiations are successful, the City and Respondent may enter into an agreement.
- E. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- F. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- G. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Leander contract is required prior to starting work and processing any payments to the awarded Respondent.

6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of the Agreement.
- B. Identify specific milestones, goals, and strategies to meet objectives.



**Sheriffs' Association of Texas
Vehicle Procurement Program
Bid 23-04-1011**

Government References

Dealership: The Sewell Family of Companies Inc

Reference 1:

- Agency/Company Name: City of Lubbock
- Contact: Breana Rodriguez
- Phone Number: 806-772-2374
- Email Address: breanarodriguez@mylubbock.us

Reference 2:

- Agency/Company Name: Bossier City
- Contact: Rodney Oar
- Phone Number: 318-741-8441
- Email Address: oarr@bossiercity.org

Reference 3:

- Agency/Company Name: City of Allen
- Contact: Kyle Taliaferro
- Phone Number: 214-578-5865
- Email Address: ktaliaferro@cityofallen.org

Reference 4:

- Agency/Company Name: Andrews County
- Contact: Carol White
- Phone Number: 432-524-1410
- Email Address: cwhite@co.andrews.tx.us

Reference 5:

- Agency/Company Name: City of Andrews
- Contact: Mike Aguero
- Phone Number: (432) 523-4820
- Email Address: _____

**ATTACHMENT B
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

- **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**

If yes complete the information below

1. Subcontractor Name _____
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____
Describe work to be performed _____
Percentage of contract work to be performed _____ %

2. Subcontractor Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____
Describe work to be performed _____
Percentage of contract work to be performed _____ %

- *Add additional pages as needed*



MANUFACTURER'S CERTIFICATION

**Police Rated, Administrative, Utility
Vehicles, Trucks, and Vans**

Bid 23-04-1011

This is to certify that Sewell Ford is the manufacturer
(Vendor/Respondent's Name)
or a manufacturer's authorized dealer of Ford Motor Company
(Manufacturer/Brand Name)
in the State of Texas.

By:

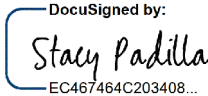
Manufacturer Name: Ford Motor Company

Address: 1 American Road

City, State, Zip: Dearborn, MI 48126

Office Phone: _____ Mobile Phone: 214-497-0214

E-mail: stacy.padilla@ford.com

Signature: 

Title: Government Sales Manager

PLEASE NOTE: This certification form must be executed by an authorized employee of the manufacturer **ONLY**. Dealers/Representatives are not authorized to execute this certification form on behalf of the manufacturer. The manufacturer must execute this certification form even if they are offering their own products. Failure to submit this certification form with your response as required shall result in the disqualification of the response.

Certificate Of Completion

Envelope Id: 3BB33DFBD0DC45609184BEF87A399D0D

Status: Completed

Subject: Here is your signed document: Man cert Form (002).pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Stacy Padilla

AutoNav: Disabled

1 American Rd

Envelopeld Stamping: Disabled

Dearborn, MI 48126-2701

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

smerrill@ford.com

IP Address: 198.98.87.5

Record Tracking

Status: Original

Holder: Stacy Padilla

Location: DocuSign

10/10/2022 2:19:31 PM

smerrill@ford.com

Security Appliance Status: Connected

Pool: Ford Security Pool-Active

Signer Events

Stacy Padilla

smerrill@ford.com

Government Sales Manager

Ford Motor Company

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


EC467464C203408...

Signature Adoption: Pre-selected Style

Using IP Address: 198.98.87.5

Timestamp

Sent: 10/10/2022 2:20:52 PM

Viewed: 10/10/2022 2:22:01 PM

Signed: 10/10/2022 2:22:59 PM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

abel.cantu@teamsewell.com

Security Level: Email, Account Authentication
(None)

Sent: 10/10/2022 2:23:00 PM

Viewed: 10/21/2022 11:23:23 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/10/2022 2:20:52 PM

Certified Delivered

Security Checked

10/10/2022 2:22:01 PM

Signing Complete

Security Checked

10/10/2022 2:22:59 PM

Completed

Security Checked

10/10/2022 2:23:00 PM

Payment Events**Status****Timestamps**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Abel Cantu*

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Item Number	Item Name	Quantity	Required Vehicle Make/Model	Lead Time in Days
No Basket (12)				
#0-1	Item A (based on Att	1	2024 Chev 1500 crev	15
#0-4	Item D (based on Att	1	2023 Ford Explorer 4	15
#0-5	Item E (based on Att	1	GMC 1500 Can't get	15
#0-6	Item F (based on Att	1	GMC 1500 Can't ge	15
#0-7	Item G (based on Att	1	GMC 2500 with Knap	30
#0-8	Item H (based on Att	1	2023 Ford Explorer 4	15
#0-9	Item I (based on Att	1	Ford F150 Crew Cab	30
#0-10	Item J (based on Att	1	2023 F150 Reg Cab 4	30
#0-11	Item K (based on Att	1	2023 F150 Crew Cab	15
#0-12	Item L (based on Att	1	2023 Ford F150 Crev	15
#0-13	Item M (based on At	1	2023 Ford F150 Crev	15
#0-14	Item N (based on Att	1	2024 Chevrolet Crew	15

Unit Price

54500

52300

37000

37000

68000

61000

55575

38750

53250

53250

53250

52750



Sewell Ford of Odessa
4400 Parks Legado Rd | ODESSA, TX 79765
432.498.0421 | teamsewell.com

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 10/02/2024 Deal # 513857
Residence 105 N Brushy Street Leander TX 78641 RES # _____
Mailing Address _____ BUS # (512) 528-2773
Email ckaufman@leandertx.gov Salesman _____

New XX Car 2024 Ford S-DTY F-250 \$ 65000.00
Used _____
Rental _____ Car No: VIN No.
Demo _____ Accessories Upfit \$ 13258.00

TOTAL ACCESSORIES 13258.00

Rebate(s) \$ _____
Trade \$ _____
\$ 78258.00

DEALER'S INVENTORY TAX

THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE, WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR-COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IT IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COMBRARSE A LOS COMPRADORES PRO EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA UN CARGO DOCUMENTAL, NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE. ACORDADA PRO LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.

Documentary Fee \$ 225.00
\$ 0.00

Tax, Title & License: _____
Payoff _____
Auto Insurance _____
Credit Life & Accident _____
Other _____
Total \$ 78483.00

Trade in N/A Co. No. _____
Motor No. _____ License No. _____ \$ _____
Cash _____ N/A
Finance \$ 78483.00 Payments at 1 Beginning 10/02/2024
Customer Number 964468 Lien to: _____
Trade Difference _____
Total \$ 78483.00

Insurance _____
Title Approved _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown above, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer to increase the monthly payments and contract balance to cover the difference and finance charges thereon.

R_FTX_SO_SEWFORD_PP1

Signature _____



ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2024 F250 SRW 4X4 CREW CAB
XL 176" WB STYLESIDE
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

RE

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

INTERIOR

- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYSTM

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER

- PREFERRED EQUIPMENT PKG.600A
- 6.7L POWER STROKE V8 DIESEL
- 10-SPEED AUTO TORQSHIFT
- LT245/75R17E BSW ALL-TERRAIN
- 3.31 ELECTRONIC-LOCKING AXLE
- FRONT LICENSE PLATE BRACKET
- FX4 OFF-ROAD PACKAGE
- .SKID PLATES
- PLATFORM RUNNING BOARDS
- 10000# GVWR PACKAGE
- ENGINE BLOCK HEATER
- 50 STATE EMISSIONS
- 120V/400W OUTLET
- SPARE TIRE AND WHEEL
- INTERIOR WORK SURFACE
- JACK
- UPFITTER SWITCHES
- 190AMP(GAS)/250AMP(6.7L) ALTR
- DUAL BATTERY
- XL CHROME PACKAGE
- .FOG LAMPS

(MSRP)

- 9,995.00
- NO CHARGE
- 165.00
- 430.00
- NO CHARGE
- 495.00
- 445.00
- 190.00
- NO CHARGE
- 175.00
- NO CHARGE
- 140.00
- 165.00
- NO CHARGE
- NO CHARGE
- 225.00

PRICE INFORMATION

BASE PRICE	\$51,770.00
TOTAL OPTIONS/OTHER	12,425.00
TOTAL VEHICLE & OPTIONS/OTHER	64,195.00
DESTINATION & DELIVERY	1,995.00

(MSRP)

California Air Resources Board

Diesel Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Passenger	Not Rated
---------------	------------------	-----------

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat Rear seat	Not Rated
------------	----------------------	-----------

Based on the risk of injury in a side impact.

Rollover Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

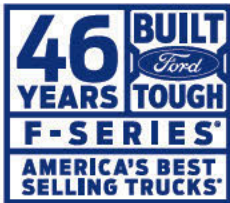
Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FT7W2BT3REC92677



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



The FordPass® Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2022 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

SCAN OR TEXT 1FREC92677 TO 48028

Msg & Data rates may apply. Text HELP for help



www.ford.com/help/privacy-terms/

RAMP ONE

RT34

RAMP TWO

RAIL

ITEM #:

52-R129 O/T 5C

TOTAL MSRP \$66,190.00



Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0135 to amend a portion of the San Gabriel Villas Planned Unit Development and Development Agreement Case DA-24-0009 on one (1) parcel of land approximately 3.028 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R588850; legally described as Lot 2, Block B of the Aven Ridge Subdivision, and generally located east of the intersection of Aven Way and 183A Toll Road, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. During the meeting of August 22, 2024, the Planning & Zoning Commission recommended approval.

HISTORY/TIMELINE:

02/01/2018 – Zoning Approved

08/22/2024 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Foresite Group, LLC. (Vincent D. Musat) on behalf of AMFP IV TX Commercial LLC-Aven Comm Lot 2 Series (Michael Sarno)

RECOMMENDATION:

The City Council unanimously approved the zoning request during the September 19, 2024 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0135 Att 1 Planning Analysis
2. Z-24-0135 Att 2 Current Zoning - San Gabriel Villas
3. Z-24-0135 Att 3 FLU Map - San Gabriel Villas
4. Z-24-0135 Att 4 Public Notification - San Gabriel Villas
5. Z-24-0135 Att 5 Aerial Map - San Gabriel Villas
6. Z-24-0135 Att 6 Letter of Intent
7. Z-24-0135 Att 7 PUD Amendment Notes

8. Z-24-0135 Att 8 Neighborhood Outreach
9. Z-24-0135 Att 9 Ordinance
10. Z-24-0135 Att 10 Development Agreement



PLANNING ANALYSIS

ZONING CASE Z-24-0135 SAN GABRIEL VILLAS PUD AMENDMENT #1

GENERAL INFORMATION

Owner/Agent: Foresite Group, LLC. (Vincent D. Musat) on behalf of AMFP IV TX Commercial LLC-Aven Comm Lot 2 Series. (Michael Sarno).

Current Zoning: PUD (Planned Unit Development)
GC-2-A (General Commercial)

Proposed Zoning: PUD (Planned Unit Development)
GC-2-A (General Commercial)

Size and Location: The property is located 1154 Aven Way, including approximately 3.04 acres.

Staff Contact: Cory Dale, Planner

APPLICANT REQUEST

The applicant has submitted a request to amend the San Gabriel Villas PUD ordinance to remove the building square footage limitation for individual users in the Type 2 Site Component for a hotel development within Tract 3.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 4*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

Type 2 Site Component limits an individual user to 40,000 square feet of floor area in a single building. The proposed hotel use is approximately 53,000 square feet. The applicant's amendment proposal is only applying to Tract 3 of the approved PUD and seeks to allow the specific hotel use appropriate square footage within a single building. Please note, the proposal will not remove the single building cap of 60,000 square feet of floor area.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD (GC)	Undeveloped (Tract 2 – San Gabriel Villas PUD)
EAST	PUD (MF)	Aven Ridge MF

SOUTH	PUD (GC)	Undeveloped
WEST	T6	Undeveloped

SURROUNDING AREA:

This property is located southeast of the intersection of 183A Toll Road and Aven Way. To the east is the Aven Ridge Apartments and west (across 183A Toll) is the Northline development. To the south of the site are two (2) undeveloped Minor PUDs of 183A Plaza and San Gabriel Industrial.

PHYSICAL AND NATURAL FEATURES:

This property contains no floodplain and tree cover along the 183A Toll frontage.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 17-TOD-Z-019 requested a zone change from TOD to PUD (GC-2-A) and was approved on 02/01/2018.

MAJOR CORRIDORS:

This property has access onto 183A Toll Road and Aven Way.

TRANSPORTATION PLAN REQUIREMENTS:

This proposal does not include the construction of new roads

The table below includes the proposed streets within the development. These streets have not been reviewed and are subject to change during the review process.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
183A Toll Road	Access Controlled	Commercial	400' ROW Access Controlled 10' sidewalk
Aven Way	Local	Commercial	56' ROW 6' sidewalk

SUBDIVISIONS:

This lot is platted as Lot 2, Block B of the Aven Ridge subdivision.

EXISTING UTILITIES:

This property has access to both water (12" line - Figure 1) and sewer (8" – Figure 2) within the Aven Way ROW

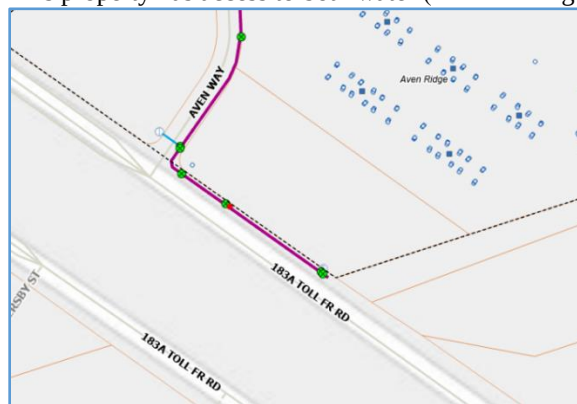


Figure 1 Water System

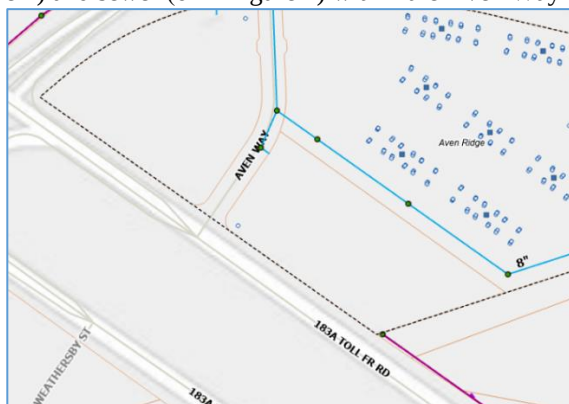


Figure 2 Wastewater System

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for a hotel development. The contents of this PUD further explain and illustrate the overall function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT**TYPE 2:**

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high-profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for much of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:**Applicable Comprehensive Plan goal statements**

- Strategy 2.2: Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.

Applicable Future Land Use categories**ACTIVITY CENTER**

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

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

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

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was not held with Staff, but the applicant has been working closely with staff to coordinate the process of this project.

NOTIFICATION

08/01/2024 - Public Notice on Hill Country News
 08/07/2024 - Mail Notification to Property Owners within 200'
 08/07/2024 - Public Hearing Signage Posted on Property
 08/22/2024 - Planning and Zoning Commission Public Hearing
 09/05/2024 - City Council Public Hearing & First Reading of the Ordinance
 09/19/2024 - City Council Second & Final Reading of the Ordinance

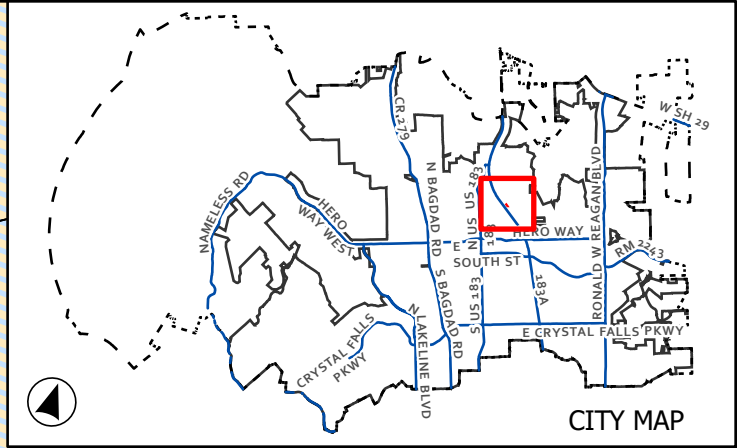
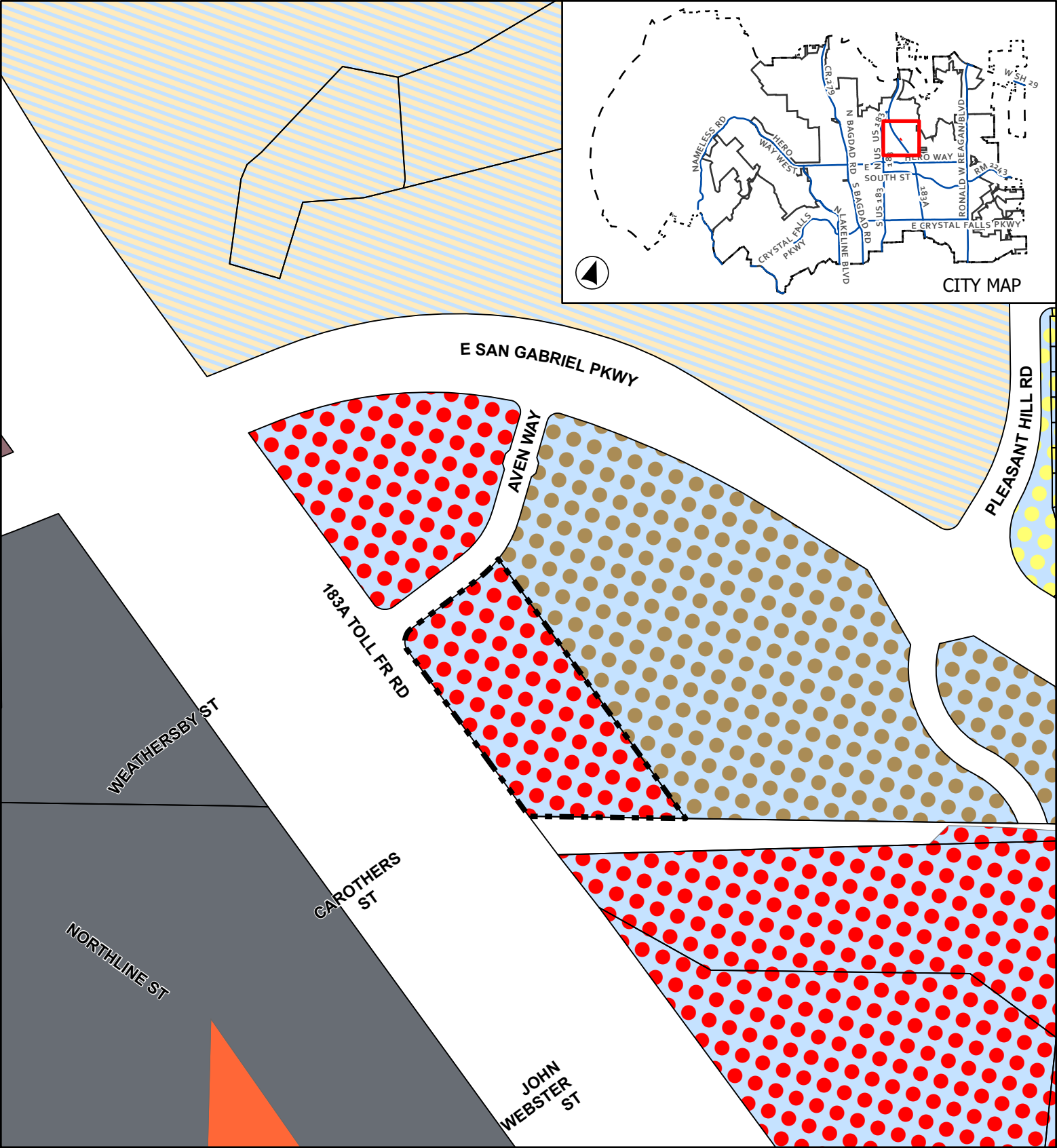
PUBLIC NOTIFICATION:

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

There are no single-family properties within 500' of the property.

APPROVAL CRITERIA:

The subject site is located within an Activity Center that is to encourage commercial centers and destination type retail and amenities. The addition of a hotel use would tie the existing center together, especially considering its proximity to the Northline Development. Considering the eventual buildout of the surrounding commercial lots (i.e. 183A Plaza PUD and San Gabriel Industrial), staff feels the requested amendment is compatible with surrounding GC and TOD uses; therefore, staff supports this amendment request.



CITY MAP

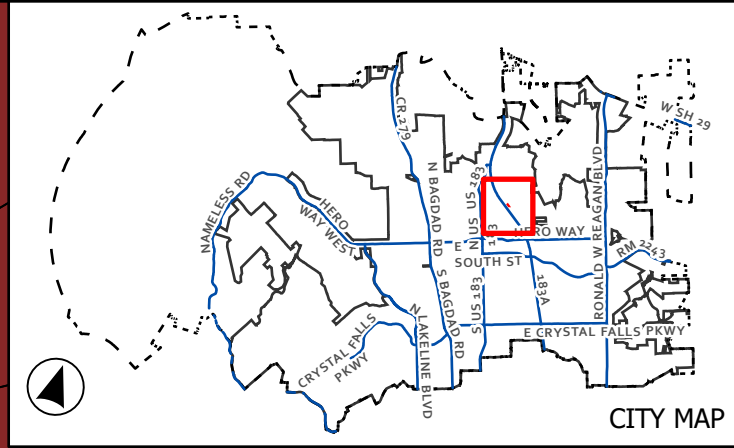
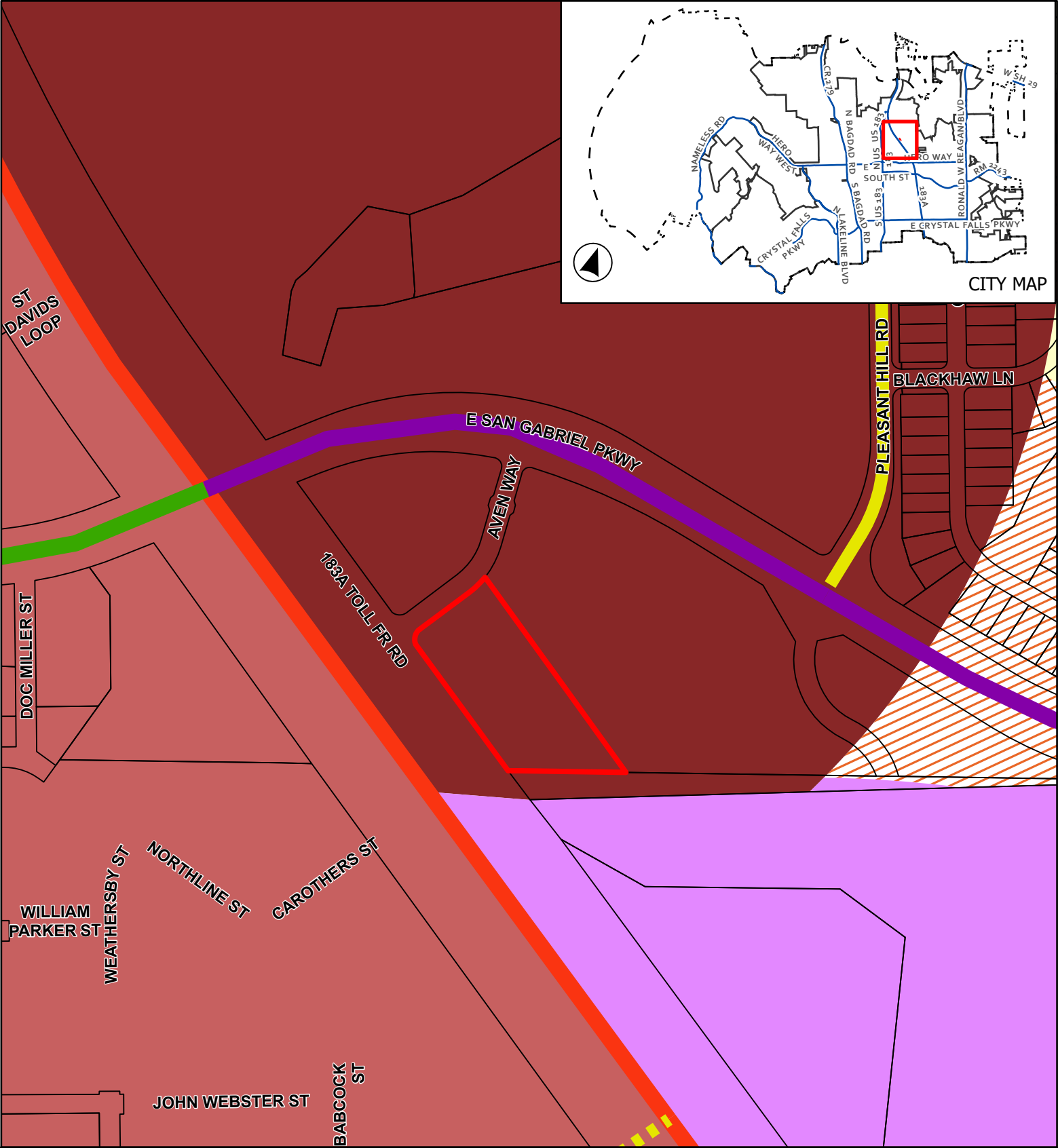
Current Zoning

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

	Leander City Limits		PUD - General Commercial
	Extra-Territorial Jurisdiction		CD - Conventional Sector
	Subject Boundary		Civic Building
	PUD - Single-Family		T5 - Urban Center
	PUD - Multi-Family		T6 - Urban Core

0 90 180 Feet

Page 17 of 703



CASE: Z-24-0135 ATTACHMENT 3 SAN GABRIEL VILLAS MAJOR PUD AMENDMENT

Future Land Use Map



0 137.5 275
Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary

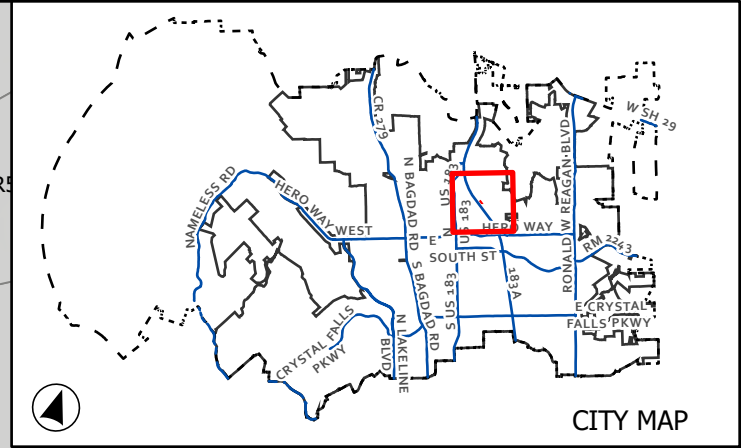
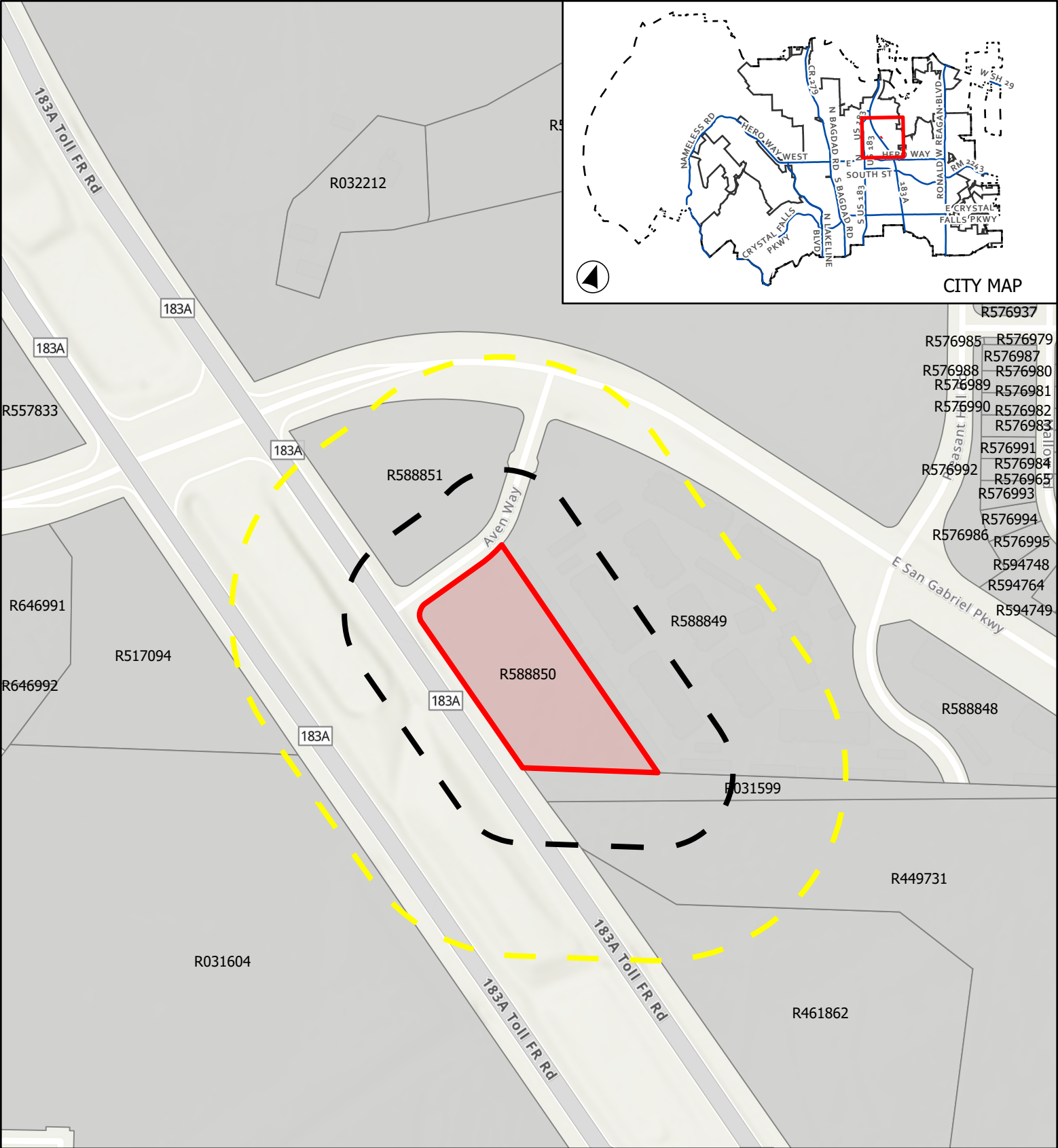
- ## Future Land Use
- Neighborhood Residential
 - Multi-Use Corridor

- Activity Center
- Employment Center
- Leander Central

- ## Thoroughfare Plan
- Access Controlled, Existing
 - Arterial 6 Lane, Existing

- Arterial 4 Lane, Existing
- Collector, Existing
- Collector, Proposed

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 MAP

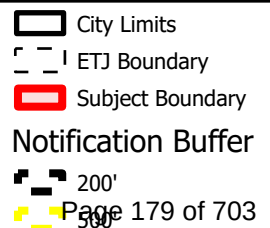
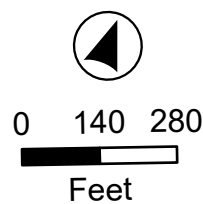
CASE: Z-24-0135

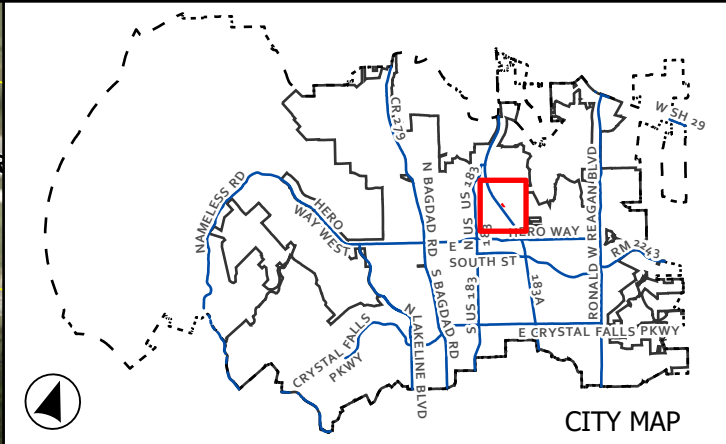
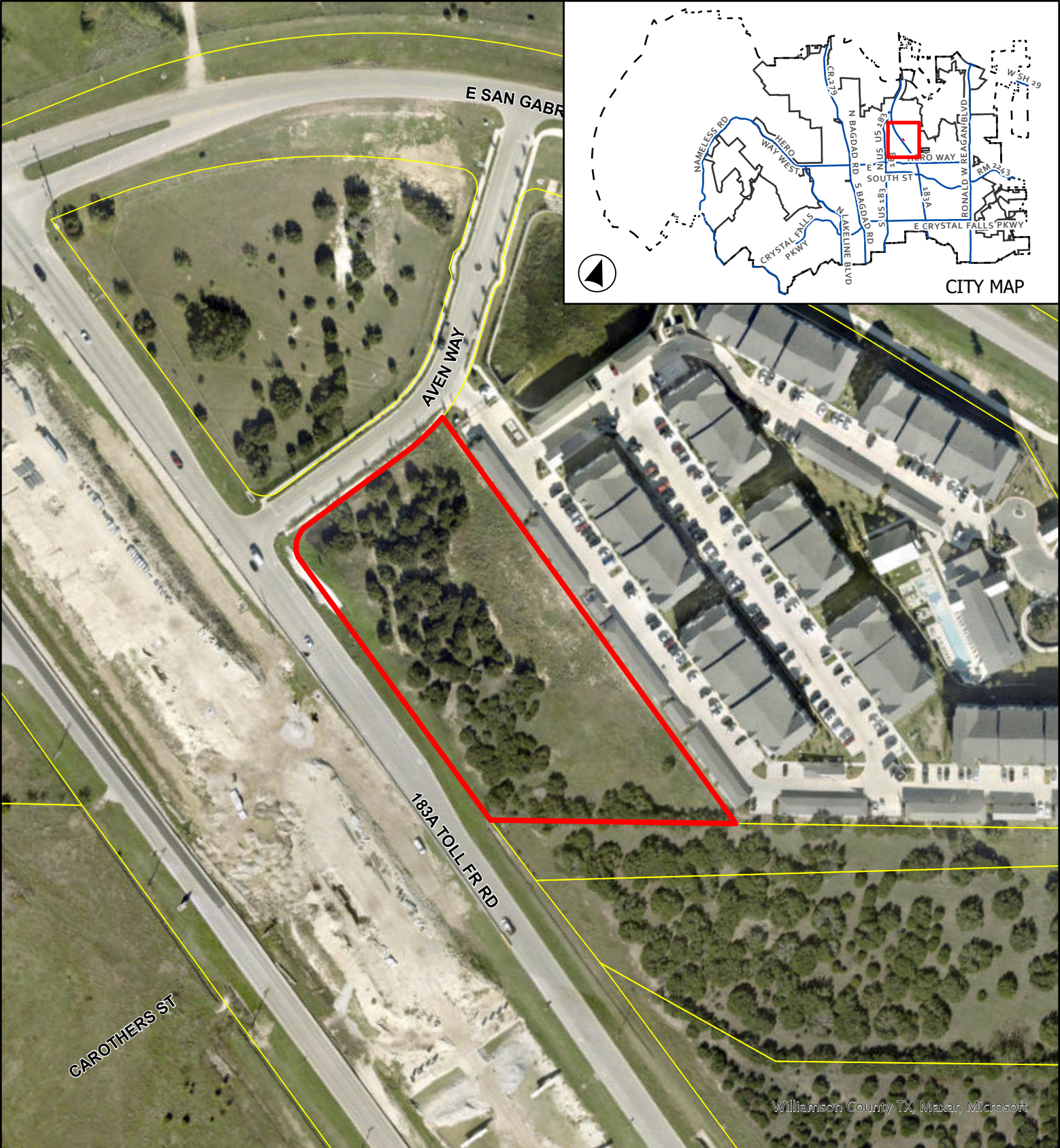
ATTACHMENT 4

SAN GABRIEL VILLAS
MAJOR PUD AMENDMENT

Public Notification

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





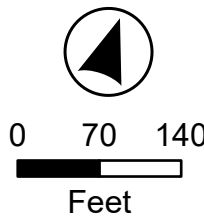
CASE: Z-24-0135

ATTACHMENT 5

**SAN GABRIEL VILLAS
MAJOR PUD AMENDMENT**

Aerial Map

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



- Leander City Limits
- Subject Boundary

Gulf Coast Hotel Development, LLC
788 W Sam Houston Parkway North, Suite 206
Houston, Texas 77024

August 13, 2024

Ms. Robin M. Griffin
Executive Director of Development Services | City of Leander
PO Box 319, Leander TX 78641

RE: Letter of Intent
Echo Suites, a Wyndham Hotel

Dear Ms. Griffin,

I am pleased to provide this letter indicating our intentions with respect to Tract 3 of Commercial Lot 2, Block B of Final Plat Aven Ridge, according to the map or plat thereof recorded in the Plat Records of Williamson County, Texas in Document No. 2019097078 consisting of approximately 3.04 acres of vacant land. We are currently under contract to purchase the site from AMFP IV TX Commercial LLC – Aven Comm Lot 2 Series.

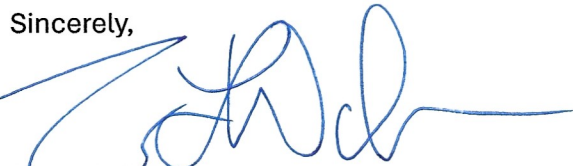
We intend to develop an Echo Suites hotel, a Wyndham Hotels brand, consisting of approximately 53,000 square feet and 124 guest rooms. The hotel will be four stories with a building foot print of approximately 13,250 square feet.

City of Leander Ordinance No. 18-010-00 created the San Gabriel Villas Planned Unit Development (of which our site is a part) within the Transit Oriented Development District. We respectfully request an Amendment to Ordinance No. 18-010-00: The building square footage limitation for individual users in the Type 2 Site Component shall be removed for a hotel development.

The benefits of our hotel development include, but are not limited to, sales tax, occupancy tax, property tax, employment, and guest spending in Leander.

Please reach out to me if you have any questions or need any additional information. I can be reached at 281-657-5645 or via email james.walker@gulfcoastcg.com.

Sincerely,



James L. Walker
Manager

EXHIBIT A

San Gabriel Villas Planned Unit Development Amendment #1

A. Purpose and Intent

1. The San Gabriel Villas PUD is composed of approximately 21 acres and this amendment includes Lot 2, Block B of the Aven Ridge Subdivision, as shown in **Exhibit B**. The development of this property includes multi-family and general commercial. Amendment #1 is to include additional development standards that only apply to Tract 3 of the original San Gabriel Villas PUD, as shown in Exhibit B. The development of this portion of the PUD will include a hotel and general commercial uses.

B. Applicability and Base Zoning

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

Tract 3 – GC-2-A (General Commercial)

C. Conceptual Site Layout & Land Use Plan

- a. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

D. Development Standards

The building square footage limitation for individual users in the Type 2 Site Component shall be removed for a hotel development.

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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

There are no neighborhood or residential properties within 500' of the property

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

N/A

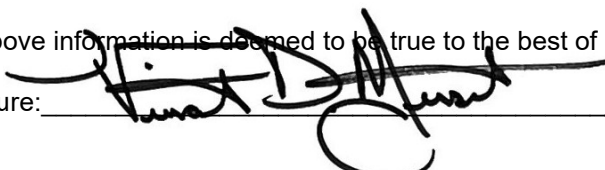
3. What concerns were raised during these communications?

N/A

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

N/A

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

Signature: 

Date 6.27.2024

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE SAN GABRIEL VILLAS PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 3.028 acres ±; being more particularly described in Exhibit "B"; legally described as Lot 2, Block B of the Aven Ridge Subdivision; generally located east of the intersection of Aven Way and 183A Toll Road; identified by Williamson Central Appraisal District tax identification number R588850; more particularly described in Instrument Number 2021145146; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the San Gabriel Villas PUD (Planned Unit Development) to remove the limitation of maximum square footage for an individual user on Tract 3. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning

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

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

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

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

PASSED AND APPROVED on First Reading this the 19th day of September, 2024.
FINALLY PASSED AND APPROVED on this the 17th day of October, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR TRACT 3 OF THE SAN GABRIEL VILLAS PUD**

This Development Agreement Establishing Development Standards for the **San Gabriel Villas Development** (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 **AMFP IV TX Commercial, LLC – Aven Commercial Lot 2 Series** (the "Owner"). The City and the Owner are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Owner owns that certain 3.04 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 is under contract to convey the Property GCHD Leander, LLC (the "Developer") who wishes to develop the Property for a hotel and commercial/retail use (the "Development"). The Owner 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 Owner 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 Owner 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 Owner defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.
- (c) The Parties further agree that the Agreement may be terminated by the Owner in the event

that the Property is not conveyed to the Developer by June 30, 2025. The Owner may terminate the Agreement under this subsection by delivering a written notice of termination to the City which includes documentation demonstrating that the contract for conveyance of the Property to the Developer has been terminated. The City Manager shall approve termination of an Agreement meeting the requirements of this subsection and the Parties may record a notice of termination of this Agreement in the Official Public Records of Williamson County, Texas.

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 eight-five (85%) percent for first story walls and fifty (50%) percent for each additional story shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning. In consideration of compliance with this subsection, the height for the hotel and commercial/retail structures located on the Property may be up to forty-five (45) feet.
- (b) **Building Permits.** The Owner acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Owner 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) Owner's rights and obligations under this Agreement may be assigned by Owner 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 Owner of this Agreement or of any right or duty of Owner pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed. The City hereby expressly consents to and approves any future

assignment of the Owners rights and obligations under this Agreement to the Developer and agrees that no further consent to the assignment to the Developer will be necessary; however, a copy of such assignment must be delivered to the City within ten (10) business days of execution.

- (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 Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner 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 Owner shall be addressed:

AMFP IV TX Commercial LLC-Aven Comm Lot 2 Series
Attn: Michael Sarno
999 18th Stret, Suite 925N
Denver, CO 80202

Denver 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, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner 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 Owner represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (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, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner 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

OWNER:
AMFP IV TX Commercial, LLC

By: _____
Name: Michael Sarno
Title: Vice President

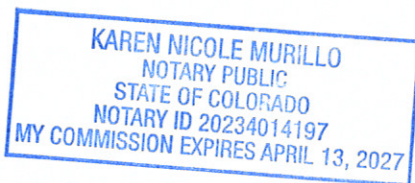
Colorado
THE STATE OF ~~TEXAS~~
COUNTY OF Denver

§
§

This instrument was acknowledged before me on this 4th day of October, 2024, by Michael Sarno, Vice President of AMFP IV TX Commercial, LLC a TEXAS LLC company, on behalf of said company.

(SEAL)

Notary Public, State of Texas





EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-23-0079 Russi Replat Short Form Final Plat; more particularly described by Travis Central Appraisal District Parcel 354066, generally located at 15105 Round Mountain Road, Leander, Travis County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Russi Replat 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 to allow for Travis County to finalize their review of the plat.

HISTORY/TIMELINE:

02/09/2024– Final Plat Application Expired, Staff Extension Granted

08/09/2024– Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

Masterplan (Carolyn Horner) on behalf of Dario & Cinzia Russi

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 9, 2025 and will allow the developer to finalize the plat requirements and schedule the plat for approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. FP-23-0079 Att 1 Extension Request - Russi Replat
2. FP-23-0079 Att 2 Ordinance - Russi Replat
3. FP-23-0079 Att 3 Location Map - Russi Replat

From: Dario Russi

To: whom this may concern

This letter is to request an extension for the project

FP-23-0079 Russi Replat Short Form Plat.

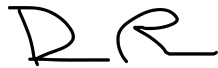
The application/project is currently under review at Travis County and it has not been cleared yet.

Also attached is the receipt for the 300\$ extension payment

Regards

Dario Russi

10/07/2024

A handwritten signature in black ink, consisting of the letters 'D' and 'R' followed by a horizontal line.

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 RUSSI REPLAT 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 expires on or about August 9, 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 February 9, 2025. In the event that the Short Form Final Plat Application is not approved by the Planning and Zoning Commission on or before to February 9, 2025, 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.

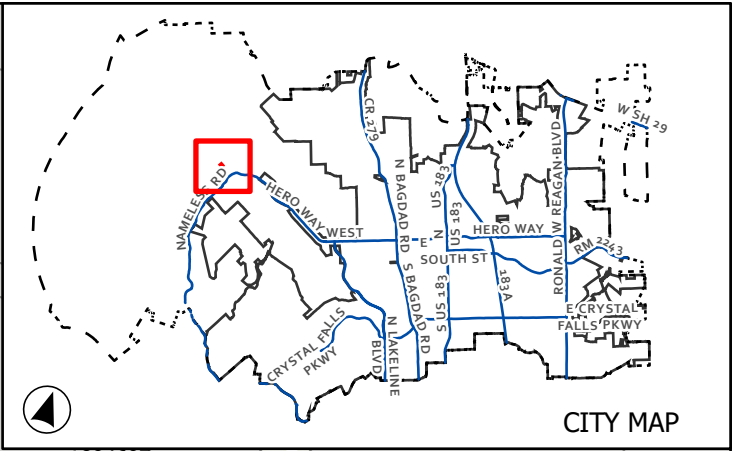
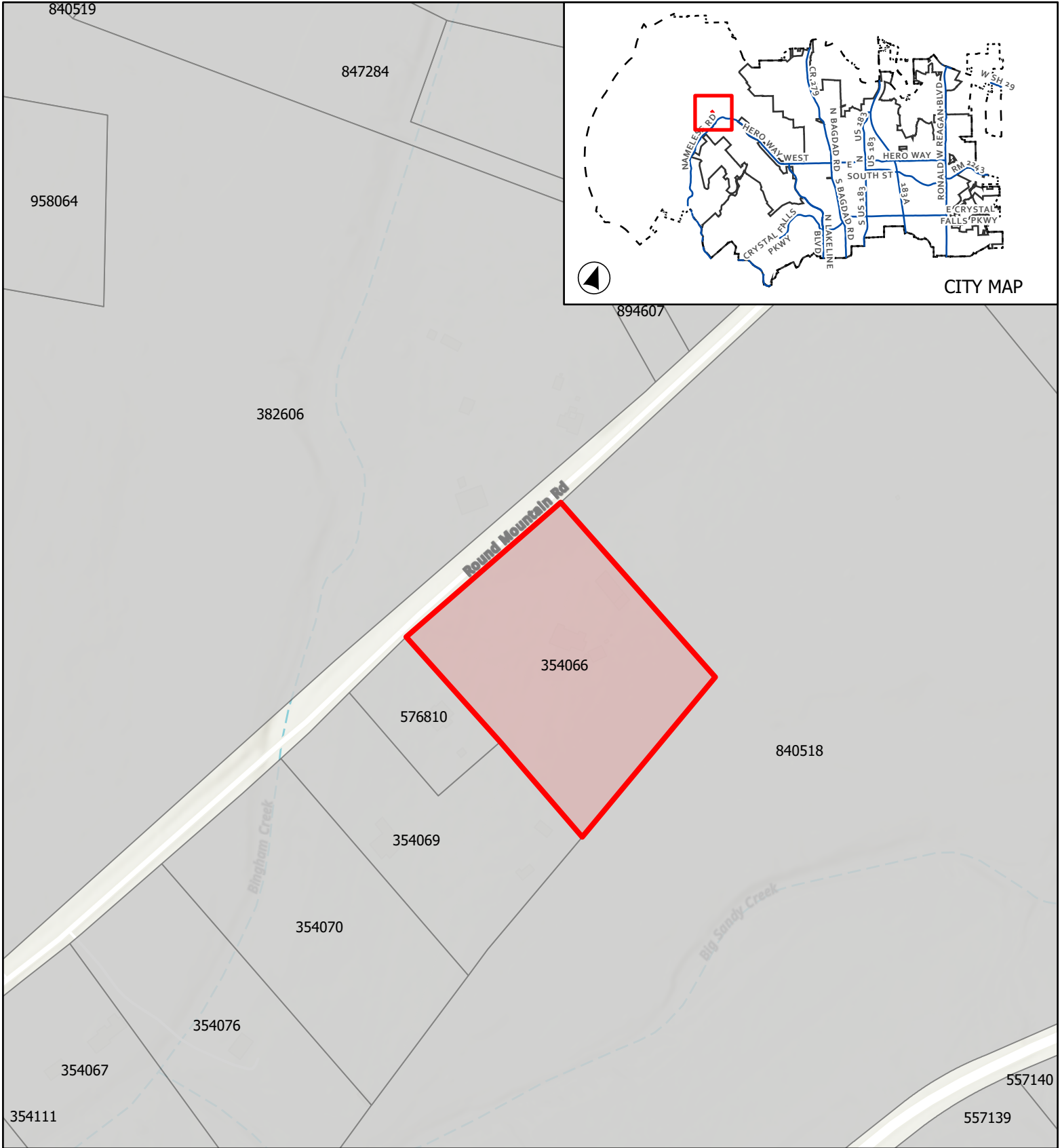
PASSED AND APPROVED on First Reading this the 17th day of October, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



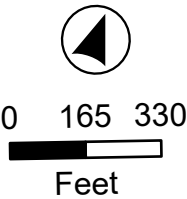
CASE: FP-23-0079

ATTATCHMENT 2

RUSSI REPLAT

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
10/17/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-23-0081 Gabriels Horn Development Final Plat; more particularly described by Williamson Central Appraisal District Parcels R473804, R500871, R022218, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriels Horn Road, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Gabriels Horn Development 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 the change in ownership which caused some delays in the construction of the improvements.

HISTORY/TIMELINE:

08/04/2022 – Concept Plan Approved
04/13/2023 – Preliminary Plat Approved
03/23/2024 – Final Plat Application Expired, Staff Extension Granted
09/23/2024 – Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

LJA Engineering (Charles R. Hager V) on behalf of Reagan Gabriels Real Estate, LLC (Samir Maredia) and BM22, LLC. (Limbardi Swamy Devuni)

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 March 23, 2025 and will allow the developer to finalize the plat requirements and schedule the plat for approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. FP-23-0081 Att 1 Extension Request - Gabriels Horn
2. FP-23-0081 Att 2 Ordinance - Gabriels Horn
3. FP-23-0081 Att 3 Location Map - Gabriels Horn

September 10, 2024

Planning Department
City of Leander
201 North Brushy Street
Leander, Texas 78641

RE: FP-23-0081 Gabriels' Horn Commercial Development Final Plat
Application Extension Request #2

To Whom It May Concern:

As the Applicant for the above-referenced final plat application, we would like to request a six-month extension to the application. A six-month administrative extension request was previously granted in February 2024 – extending the application expiration date to September 23, 2024.

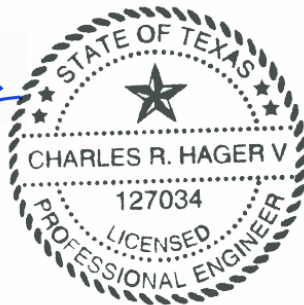
Since the previous extension request, there has been a change in ownership for a portion of the final plat property area. The effect of the ownership change has affected the associated applications for the public and private infrastructure improvements (PICP-23-0079 and SD-24-0226). A resubmittal of the final plat is currently in review at the City. We are requesting this extension to provide additional time to clear any remaining City comments regarding the final plat application.

Sincerely,

LJA ENGINEERING, INC.



Charles R. Hager V, P.E.
Senior Project Manager



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 GABRIELS HORN DEVELOPMENT
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 expires on or about September 23, 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 March 23, 2025. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before to March 23, 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.

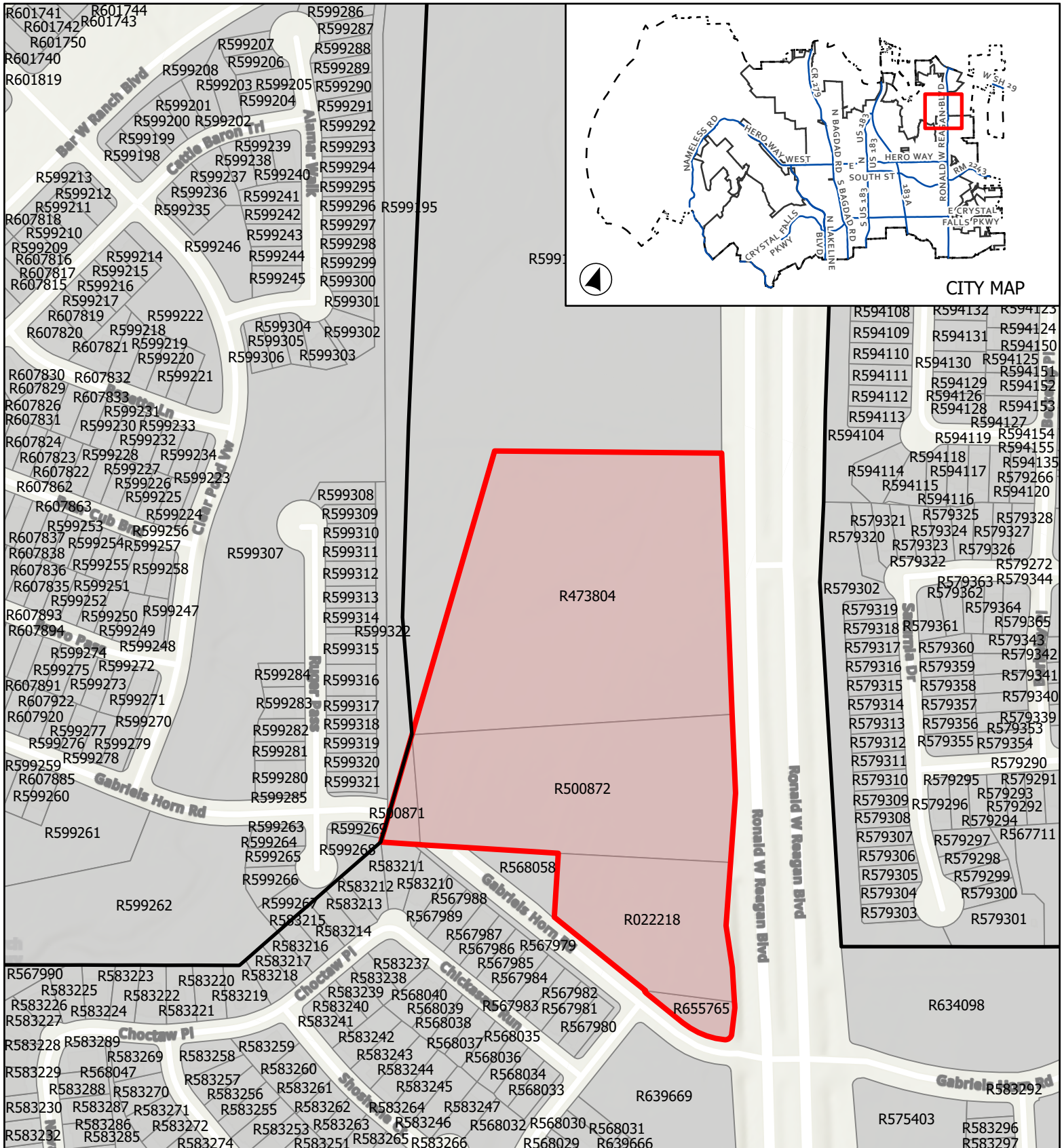
PASSED AND APPROVED on First Reading this the 17th day of October, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



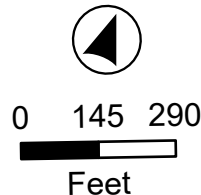
CASE: FP-23-0081

ATTACHMENT 2

GABRIELS HORN

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
10/17/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case PICP-21-0036 Northline Block A Construction Plans; more particularly described by Williamson Central Appraisal District Parcel R458187, generally located southwest of the intersection of San Gabriel Parkway and Main Street, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Northline Block A Construction Plans construction plans. Article II, Section 23(g) includes the following provisions.

(g) Application Expiration.

- (1) The Construction Plans 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 construction plans are 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 construction plans. Substantial progress shall consist of, at a minimum, a resubmission of the construction plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Kimley-Horn and Associate, LLC. (Bradley Wilkins) on behalf of Northline Leander Development Company, LP. (Alex Tynberg)

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 preliminary plat application expires nine (9) months after the first review comment letter for the preliminary plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to January 1, 2025 and will allow the developer to finalize the construction plans and schedule a pre-construction meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. PICP-21-0036 Att 1 Extension Request - Northline Block A
2. PICP-21-0036 Att 2 Ordinance - Northline Block A
3. PICP-21-0036 Att 3 Location Map - Northline Blocks A & B



Alex Tynberg, Manager
Northline Leander Development Company, LP
2601 Wooldridge Drive
Austin, TX 78703
(512) 496-5373
atynberg@tynberg.com

October 5, 2024

Robin Griffin
Executive Director of Development Services
201 N. Brushy Street
Leander, TX 78641

RE: NORTHLINE PICP-21-0036 EXTENSION REQUEST LETTER

Dear Ms. Griffin,

Northline is coordinating with the City of Leander on the Northline Phase 1.3 Blocks A&B PICP-21-0036 subdivision construction set. Northline is seeking an extension of the PICP-21-0036 application through January 1, 2025 to be approved by City Council at the City Council Meeting on October 17, 2024.

One of the reasons this subdivision construction set has been delayed was because Northline was required to provide the City with a traffic study as a requirement by former City staff in order for the City to approve a traffic signal within that plan set even though the Northline SmartCode zoning does not require such analysis. The completion and approval of the traffic study took over a year of time.

In addition, most recently, one of Northline's vertical development partners has finalized its initial design for medical office buildings within Northline Block A, which has facilitated a redesign of the street section that is part of this PICP-21-0036 plan set in between Blocks A&B, which is provided for in the Northline Concept Plan Amendment (CP-24-0036), which is pending approval with the City at this time.

We thank you for your consideration.

Best regards,

Alex Tynberg
Northline Leander Development Company, LP, Manager

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 CONSTRUCTION PLAN
APPLICATION FOR THE NORTHLINE BLOCK A SUBDIVISION.**

WHEREAS, Section 23 (g) (1) of the City’s Subdivision Ordinance provides that the construction plan 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 construction plan are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 23 (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 construction plan;

WHEREAS, the Planning Department granted one six (6) month extension for the construction plan application (the “Construction Plan Application”) which expired on or about September 19, 2023;

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 Construction Plan Application because the applicant is actively working with the Planning Department and will be able to address the construction plan comments and move forward with construction 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 Construction Plan Application to January 1, 2025. In the event that the Construction Plan Application is not approved by the Planning and Zoning Commission on or before to January 1, 2025, the Construction Plan 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.

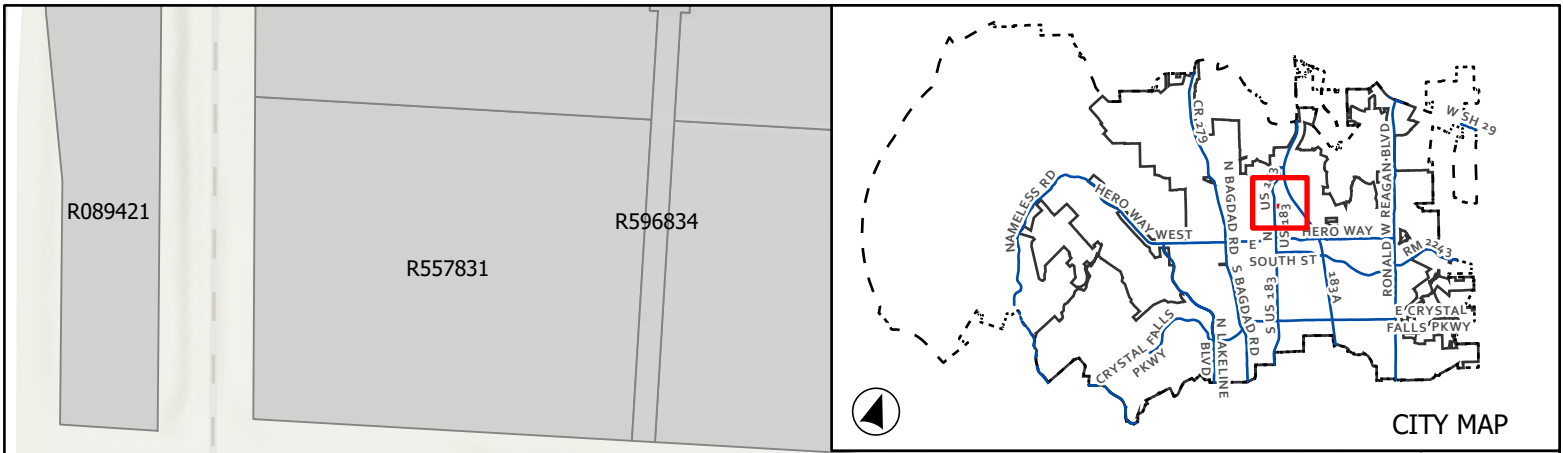
PASSED AND APPROVED on First Reading this the 17th day of October, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

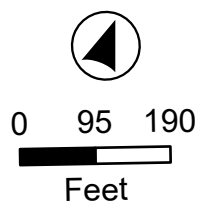
Christine DeLisle, Mayor



CASE: PICP-21-0036 ATTACHMENT 2 NORTHLINE BLOCKS A & B

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
10/17/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case PICP-22-0020 Northline Block O Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R517094 and R031604, generally located southwest of the intersection of Main Street and William Parker Street, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Northline Block O construction plans. Article II, Section 23(g) includes the following provisions.

(g) Application Expiration.

- (1) The Construction Plans 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 construction plans are 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 construction plans. Substantial progress shall consist of, at a minimum, a resubmission of the construction plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Kimley-Horn and Associate, LLC. (Bradley Wilkins) on behalf of Northline Leander Development Company, LP. (Alex Tynberg)

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 preliminary plat application expires nine (9) months after the first review comment letter for the preliminary plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to January 1, 2025 and will allow the developer to finalize the construction plans and schedule a pre-construction meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. PICP-22-0020 Att 1 Extension Request - Northline Block O
2. PICP-22-0020 Att 2 Ordinance - Northline Block O
3. PICP-22-0020 Att 3 Location Map - Northline Block O



Alex Tynberg, Manager
Northline Leander Development Company, LP
2601 Wooldridge Drive
Austin, TX 78703
(512) 496-5373
atynberg@tynberg.com

October 5, 2024

Robin Griffin
Executive Director of Development Services
201 N. Brushy Street
Leander, TX 78641

RE: NORTHLINE PICP-22-0020 EXTENSION REQUEST LETTER

Dear Ms. Griffin,

Northline is coordinating with the City of Leander on the Northline Phase 2 Blocks O PICP-22-0020 subdivision construction set. Northline is seeking an extension of the PICP-21-0036 application through January 1, 2025 to be approved by City Council at the City Council Meeting on October 17, 2024.

One of the reasons this subdivision construction set has been delayed was due to the confusion regarding dry utility information in plan set. Northline went as far as preparing a separate Dry Utility Permit plan set and application before it was determined that this was a misunderstanding of the duct bank plans. Northline not only removed the dry utility information from an earlier set, relocated it in a separate plan set, and then was able to go back to an earlier version where the information was originally in the plan set. This process cost Northline both time and resources.

We thank you for your consideration.

Best regards,

Alex Tynberg
Northline Leander Development Company, LP, Manager

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 CONSTRUCTION PLAN
APPLICATION FOR THE NORTHLINE BLOCK O SUBDIVISION.**

WHEREAS, Section 23 (g) (1) of the City’s Subdivision Ordinance provides that the construction plan 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 construction plan are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 23 (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 construction plan;

WHEREAS, the Planning Department granted one six (6) month extension for the construction plan application (the “Construction Plan Application”) which expired on or about February 12, 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 Construction Plan Application because the applicant is actively working with the Planning Department and will be able to address the construction plan comments and move forward with construction 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 Construction Plan Application to January 1, 2025. In the event that the Construction Plan Application is not approved by the Planning and Zoning Commission on or before to January 1, 2025, the Construction Plan 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.

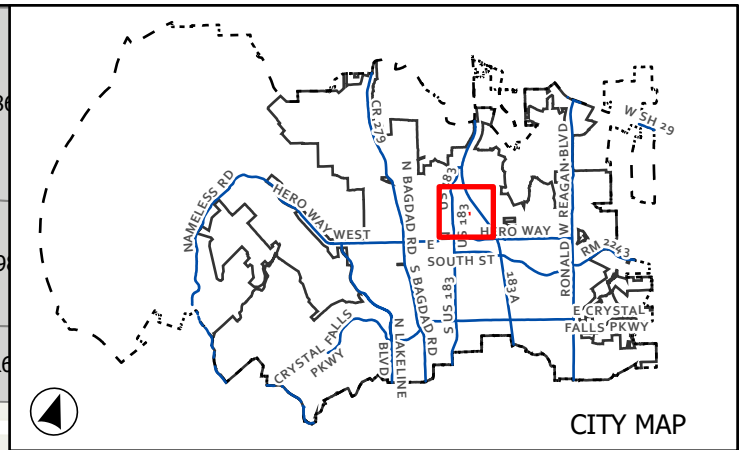
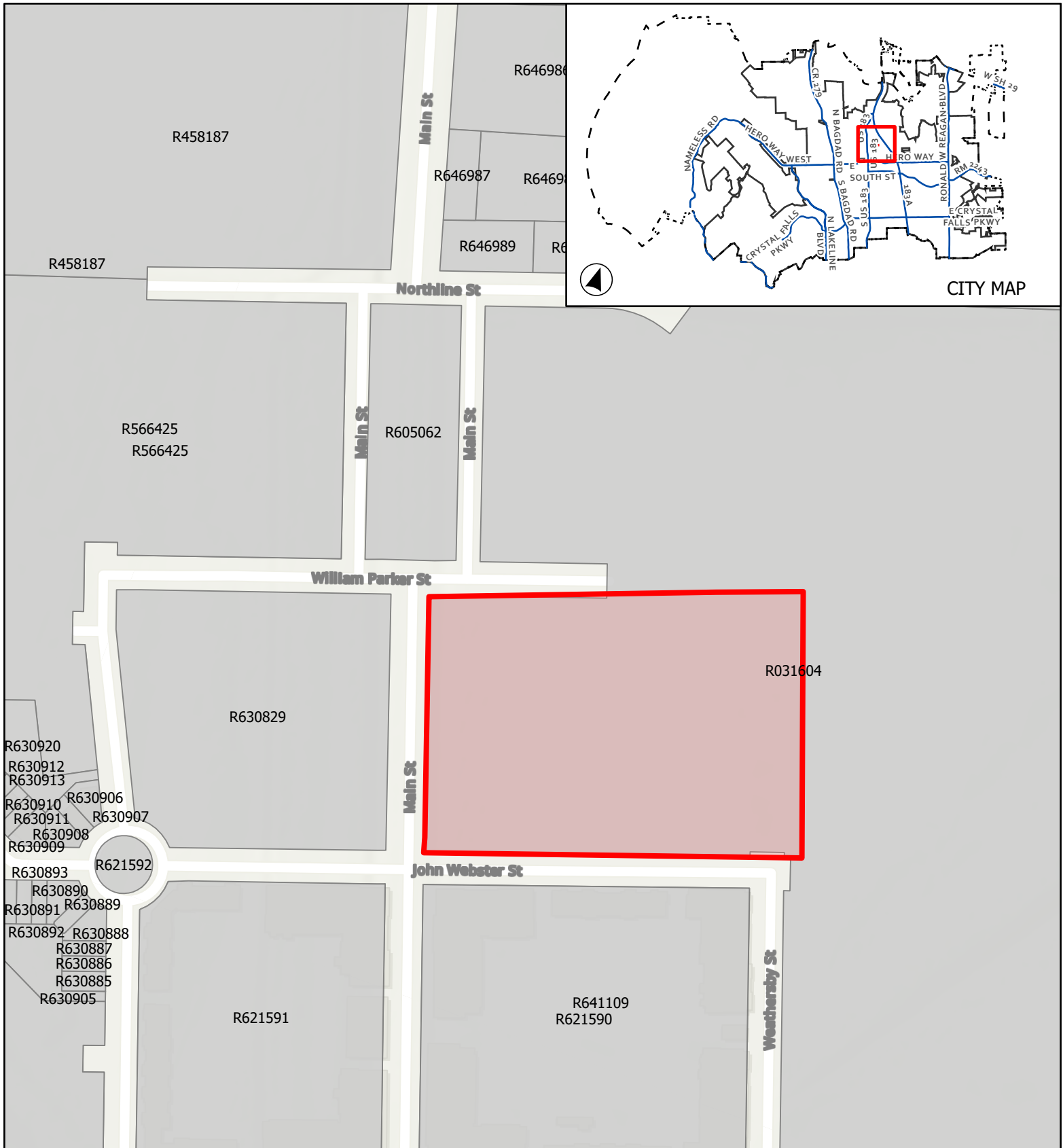
PASSED AND APPROVED on First Reading this the 17th day of October, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

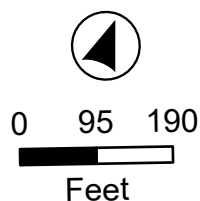
Christine DeLisle, Mayor



CASE: PICP-22-0020 ATTATCHMENT 2 NORTHLINE BLOCK O

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
10/17/2024

AGENDA SUBJECT:

Approval of an amendment to Development Agreement Case 22-DA-028 on one (1) parcel of land approximately 13.871 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R599180; and more commonly known as 10860 W. Crystal Falls Parkway, Leander, Williamson County, Texas.

BACKGROUND:

The project is proposing a mixed use commercial development that includes restaurant, office, church, and multi-tenant buildings. The Development Agreement was approved on December 17, 2022 with standards that required one hundred (100%) percent masonry. The applicant is proposing alternative materials in addition to the approved masonry materials listed. This amendment allows the Planning Director to approve alternative design and material standards that meet the intent of the Code.

HISTORY/TIMELINE:

12/17/2022 – Zoning approved
12/17/2022 – Development Agreement approved

APPLICANT/AGENT:

Topo Development Group (Craig Friedson)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. DA-22-0028 Att 1 Northpoint Masonry Development Agreement
2. DA-22-0028 Att 2 Northpoint Location Map

**AMENDMENT TO THE MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE NORTHPOINT DEVELOPMENT**

This Amendment to the **Northpoint Development Agreement Establishing Development Standards for the Northpoint Development** (the "Amendment") is made and entered into, effective as of the 9th day of October, 2024, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Northpoint Austin** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose.

- (a) The City and the Developer previously entered into the **Northpoint Development Agreement** dated effective as of December 17, 2022 (the "Original Agreement"), under which the City and the Developer agreed to certain terms relating to the development of the Property located in Williamson County, Texas and described in **Exhibit A** to the Original Agreement.
- (b) The Developer has proposed alternative design and materials standards for construction of the structures on the Property that differ from those described Section 3 of the Original Agreement.
- (c) The City has reviewed the said alternative design and materials standards and has determined that they meet the intent of the development incentives set forth in Chapter 14, Exhibit A, Article VII(9)(h) of the City of Leander Code of Ordinances (the "Zoning Ordinance") and the Original Agreement.
- (d) The Parties desire to enter into this Amendment for the purposes of amending Section 3 of the Original Agreement to authorize the Director of Planning to approve said alternative design and materials standards.

Section 2. Definitions. Words and phrases used in this Amendment shall, if defined in the Original Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in this Original Agreement.

Section 3. Amendment to Masonry Development Standards. Section 3(a) of the Original Agreement is hereby amended in its entirety to read as follows:

- (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, and factory tinted (not painted) split faced concrete masonry unit or similar material approved by the Director of

Planning. The Director of Planning may approve alternative design and materials standards for construction of the structures on the Property that meet the intent of the Code.

Section 4. General Provisions.

- (a) Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.
- (b) Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.
- (c) Effect of Amendment. The Parties agree that, except as modified hereby, the Original Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Original Agreement, this Amendment will control and modify the Original Agreement.
- (d) Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

EXECUTED in multiple originals this the 9th day of October, 2024.

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: Barry Cox
Name: Barry Cox
Title: Treasurer
Northpoint Austin
1320 Arrowpoint Dr, Unit 201
Cedar Park, TX 78613
Williamson County

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 9th day of October, 2024, by Barry Cox, Treasurer of Northpoint Austin, a Nonprofit company, on behalf of said company.

(SEAL)

[Signature]

Notary Public, State of Texas

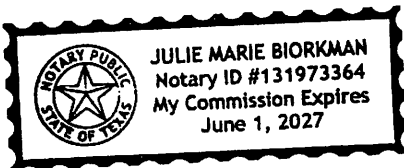
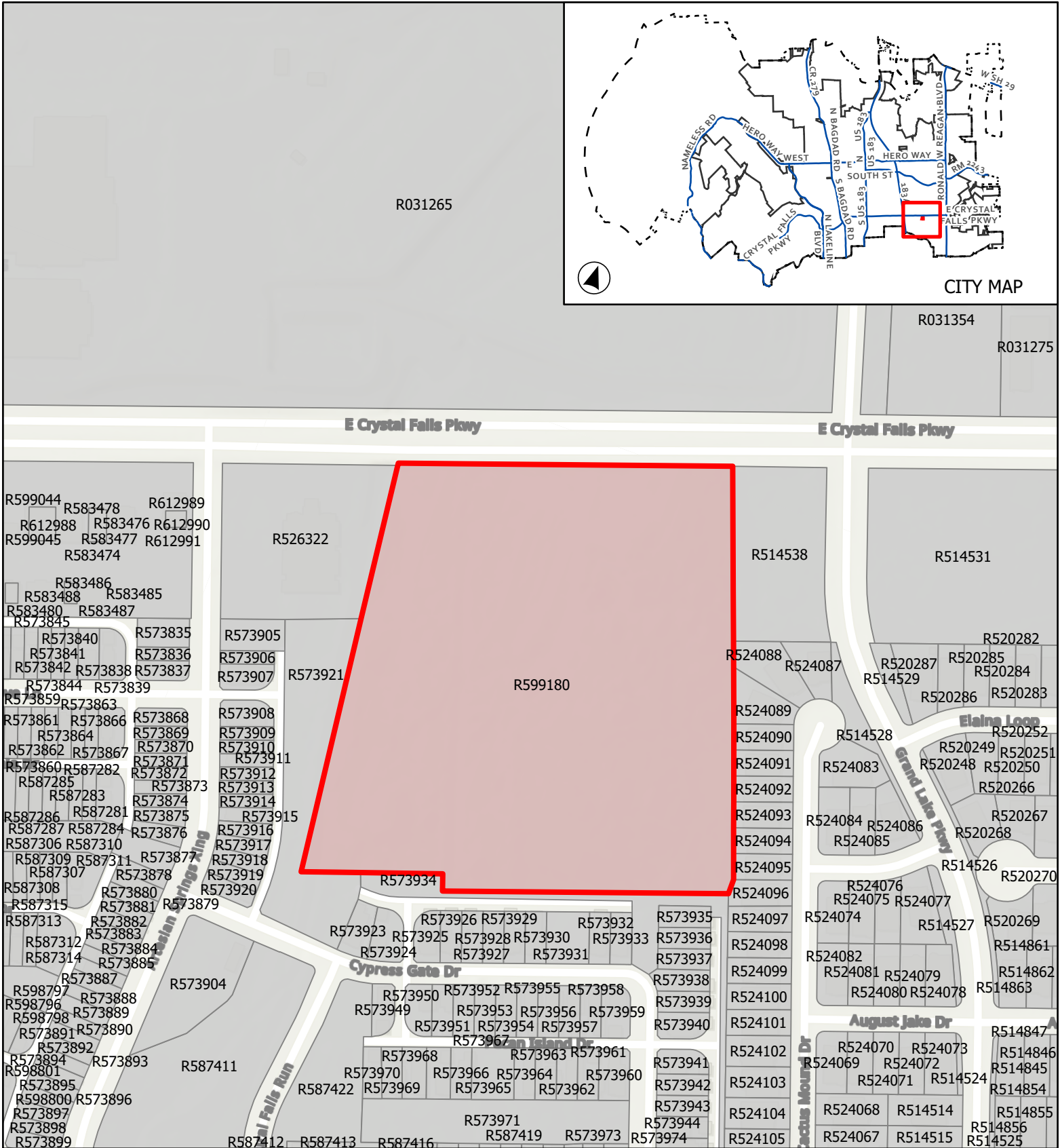


Exhibit A



CASE: 22-DA-028

ATTACHMENT 2

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.

0 115 230

Feet

- City Limits
- ETJ Boundary
- Subject Boundary



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Approval of management and service agreement by and between City of Leander Texas and Ryan Sanders Sports Services LLC (RS3) for restaurant and bar services to be provided at Crystal Falls Golf Club (CFGF); and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In February of 2024, the prior tenant of the Crystal Falls Golf Club (CFGF) restaurant and bar facility vacated the premises as directed by the City of Leander. The solicitation process was engaged to find a suitable replacement resulting in the selection of RS3 as the best qualified applicant to meet the current and future food and beverage needs of CFGF guests as well as the general public. As evident in their proposal (appendix B), RS3 has extensive experience and a proven track record in the provision of food, beverage and hospitality services. This includes but is not limited to services provided to the City of Austin's Kizer/Clay golf facility, the HEB Center in Cedar Park and a variety of local, state and national venues.

Per the included management and services agreement, RS3 will provide the City of Leander with fifteen (15%) percent of the net profits from all food and beverage sales conducted on the property. In addition, RS3 has agreed to provide \$75,000.00 in upfront capital for renovation of the restaurant and bar spaces in a manner depicted in appendix C. The initial renovation capital provided by RS3 will be deducted from the net payments due to the City of Leander, resulting in all furniture, fixtures and equipment being owned by the City. All renovations and equipment purchases are subject to the City of Leander permitting and staff approval process as applicable. The City of Leander will provide the facilities for RS3 to include the restaurant and bar space, deck space, storage, utilities and two (2) beverage carts to necessitate the conduct of food and beverage operations for daily guests as well as special events.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Larry Werner, PGM, General Manager, Crystal Falls Golf Club

Fiscal Impact

Attachments:

1. FY '25 - Crystal Falls Golf Course Agreement
2. Crystal Falls - RS3 - Cork and Barrel (Appendix C)
3. RFQS 24-007 Golf Course Restaurant Services - RS3 Proposal (Appendix B)

MANAGEMENT AND SERVICES AGREEMENT

THIS MANAGEMENT AND SERVICE AGREEMENT (“Agreement”) is dated as of October _____, 2024, and is entered into by and between Ryan Sanders Sports Services, LLC, a Texas limited liability company (“RS3”), and the City of Leander, a Texas municipality (“City”) (collectively the “Parties”).

RECITALS

WHEREAS, City (“City”) has the contractual right to operate Crystal Falls Golf Course (“Golf Course”), located at 3400 Crystal Falls Parkway, Leander, TX 78641, and retains the right to contract with an independent food and beverage service provider of its choice to provide services at the Golf Course; and

WHEREAS, from time-to-time City operates other tournaments, events, and catered functions throughout the year where outside food and beverage service providers may be permitted, pending approval from RS3; and

WHEREAS, RS3 is a hospitality services provider with experience providing food and beverage services at a variety of events and venues, including large sporting events; and

WHEREAS, City desires to retain RS3 as its exclusive food and beverage service provider at the Golf Course during the Term of this Agreement, and RS3 desires to provide food and beverage services to City at the Golf Course, which shall include, but not necessarily be limited to, coordinating, directing and managing all food and beverage, both alcoholic and non-alcoholic, service operations at the Golf Course (the “Food and Beverage Services”); and

WHEREAS, this Agreement shall grant exclusive rights to RS3 to provide Food and Beverage Services to those areas at the Golf Course both inside the bar/restaurant, on the back deck, via mobile beverage carts, and other outside locations on the Golf Course as approved by the City.

NOW THEREFORE, in consideration of the following terms, covenants and conditions, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to hereby agree as follows:

- 1) **Term**: the term of the Agreement will commence on _____, 2024 and continue for two years through _____, 2026, unless terminated earlier as provided for herein. If mutually agreed upon, the term of this agreement may be extended for a term of five years with a notice from the City to RS3 one hundred and twenty days prior to the expiration of the term.
- 2) **RS# Responsibilities**: RS3 will perform the following duties:
 - i. Assessing and making professional recommendations for, and operations of, the food and beverage offerings at all locations at the Golf Course, including but not limited to, food, nonalcoholic beverages, beer, wine, and spirits [in accordance with all Texas Alcoholic Beverage Commission (“TABC”) rules and regulations].
 - ii. RS3 shall perform all of its obligations under this agreement in a manner that is consistent with City’s goal of providing quality service of food and beverages during the Term of this

Agreement. If City notifies RS3 of any unacceptable levels of service or practices, RS3 shall immediately remedy those service deficiencies. Renovating and rebranding existing bar/restaurant area to include new pub name, interior design, furniture, and overall “personality” of the space; provided no structural or load-bearing changes are made to the building. RS3 must gain City approval for all proposed interior and exterior signage, decorations, displays and the like, and must be in accordance with City ordinance and permitting requirements.

- iii. RS3 is required to report all incidents of injuries of any persona or damage occurring to any City or RS3 property on or about the premises according to the Crystal Falls Incident Reporting Procedure attached hereto as **Appendix A** and incorporated by reference herein for all purposes.
- iv. Outfit kitchen as needed with appropriate equipment and necessary small wares to account for all culinary and service needs.
- v. Leveraging RS3’s current Master Distribution Agreement (MDA) with US Foods to provide dynamic and cost-effective purchasing program that includes economic incentives that drive quality products while minimizing food costs based on industry standards.
- vi. Development and deployment of an effective Employee training program and the implementation of routine and sustainable training guidelines and a standard training curriculum for all staff.
- vii. Management of operational profit and loss statement and balance sheet for City Food and Beverage Service operations shall be submitted to the City on or before the thirtieth (30th) day of the following calendar month throughout the term of this Agreement and any subsequent extensions.
- viii. Managing all subcontractors and food trucks, if and when needed, through RS3’s exclusive food and beverage rights.
- ix. Creation and design of RS3 branded Employee uniforms and service implement.
- x. RS3 will be responsible for the procurement, ownership and prominent display of all required licenses and permits at its own expense from the TABC, the City, Williamson County, and all others as required by law.
- xi. RS3 will honor ten (10%) percent discount on all food and non-alcoholic beverage purchases for properly identifiable club members.
- xii. RS3 will honor ten (10%) percent discount on all food and non-alcoholic beverage purchases for properly identifiable City of Leander Employees.
- xiii. RS3 will comply with the Golf Course’s Standard Operating Procedures for incident reporting criteria as described in Appendix A, Paragraph 1.5.
- xiv. Internet Service Connection:
 - a. RS3 is responsible for acquiring a wired internet connection with AT&T capable of serving all the needs of RS3 under this Agreement. The expense incurred by RS3 for the internet service is an Operating Expense that will be paid by RS3 from the Operating Account. RS3 is permitted to utilize any existing AT&T wiring, hardware, or facilities existing on the premises.

- xv. RS3 is responsible for maintaining the premises, equipment, appliances, and fixtures in a safe and good working condition. The expenses incurred by RS3 for maintenance are an Operating Expense and will be paid out of the Operating Account.
- xvi. RS3 is responsible for paying all tax obligations that arise during the course of this Agreement. Tax obligations are an Operating Expense and will be paid out of the Operating Account.

3) **City Responsibilities:** City will perform the following duties:

- i. City will provide RS3 with two mobile beverage carts for which service on the course itself can be provided.
 - a. The City will provide initial training on the use and operation of the mobile beverage carts. RS3 assumes responsibility for the proper training of RS3 Employees and contractors after the initial training.
 - b. RS3 is responsible for the costs related to repairs of damage or non-warranty repairs for the mobile beverage carts during the term of this Agreement caused by an RS3 Employee, contractor or agent.
- ii. All utilities to include phone gas, water, and electricity at the City's expense.
- iii. City understands the need to restrict all outside alcohol from entering the premises, as it jeopardizes the status of RS3's onsite liquor permit. City agrees to work in good faith to honor and enforce this legal requirement.
- iv. As it provides opportunities to entertain clients and sponsors, City agrees to provide RS3 with complimentary rounds of golf for ten (10) foursomes annually.

4) **Financial Arrangements and Compensation:**

i. **Operating Account**

- a. RS3 shall establish and maintain, in its name, a separate commercial bank account ("Operating Account") for the Food and Beverage Services and shall deposit all Gross Receipts (the total of all amounts received by RS3 and any subcontractors from the operation of the Food and Beverage Services, including any catering supplemental fees (also sometimes referred to as service charges) and gratuities (to the extent not paid out to the Employees), whether such amounts are evidenced by cash, check, credit, charge account, exchange or otherwise, less only retail sales taxes and other direct taxes imposed upon receipts collected from the consumer) in such account.
- b. RS3 will maintain and manage the Operating Account, and will pay for all expenses attributable to the Food and Beverage Services, including but not necessarily limited to, the costs of goods, including food and beverages to be served under this Agreement, all salaries, labor and payroll taxes attributable to the Food and Beverage Services at the Golf Course, taxes, capital investment reimbursement as is contemplated under Section 5 of the Agreement, janitorial supplies, paper supplies, credit card fees, bank service charges, point of sale fees, uniforms, audio/visual entertainment expenses, office supplies, licenses, Employee-related costs, restaurant related fixtures, equipment, appliances, upkeep and maintenance of all equipment including, without limitation, exhaust hood inspections and any other reasonable and necessary operating

- expense associated with the provision of Food and Beverage Services under this Agreement and as further detailed as, "Direct Operating Costs," in Section 13 herein.
- c. The Operating Account will be held in RS3's name. To ensure that all sums received by RS3 are accounted for as required under this Agreement, RS3 shall utilize such cash and inventory controls as are required by City and any such other procedures established by City from time to time. RS3 shall maintain accurate books and records for a period of at least three (3) years, which books and records shall be available for City's inspection upon request.
 - ii. After deducting all expenses as provided for in Section 4(i), RS3 shall pay to City fifteen (15%) percent of all net profits from the sale of food and beverages, and RS3 shall be entitled to withdraw the remaining eight-five (85%) percent. However, in Year 1, and until such time as the full amount has been recouped by RS3, no net profits will be paid out until RS3 has successfully been reimbursed the entire capital investment amount of \$75,000.00 as described in Section 5 from the net profits from operations described in greater detail in Section 5 herein.
 - a. After the entire capital investment amount of \$75,000.00 has been reimbursed, the payments to the City under this section shall be due and payable on or before the thirtieth (30th) day of the following month for which payments are then due (the, "Due Date"). If the Due Date falls on a weekend or holiday, the Due Date for that month shall be the next business day.
 - b. If payment is not received within five (5) days of the Due Date, excepting weekends and holidays from the calculation of the five-day period, a late fee of five (5%) percent of the payment due shall be assessed for each day delinquent and become due and payable with the delinquent payment.
 - c. If payment under this section is tendered by check that is refused by the banking institution it is to be drawn from, a fee of \$35.00 shall be assessed against RS3 and become due and payable with the payment currently due and any fees that may arise under Section 4(i)(b) herein.
- 5) **Capital Investment:** RS3 agrees to invest \$75,000.00 for capital improvements and equipment for the City food service operations, to be fully paid back through initial operating profits. Capital investment to be spent on renovations to existing spaces, rebranding of the bar/restaurant, furniture, and kitchen equipment. RS3 further agrees to provide the City with an itemized receipt(s) for each improvement and/or equipment expense that RS3 wishes to claim as a capital investment as described herein if requested in writing by the City.
- 6) **Grant of Exclusive Rights:** Subject to the terms and conditions of this Agreement, City grants to RS3 the exclusive right and privilege and license to provide all Food and Beverage Services at the Golf Course during the Term of this Agreement. From time to time, City may elect to host outside tournaments who may inquire about outside caterers at the Golf Course. RS3 agrees to work in good faith with City and Golf Course to provide catering for all events and will consider buyout opportunities when waiving RS3's exclusivity is in the best interest of both Parties.

- 7) **Accessibility**: RS3 shall be granted access to, and use of the facility described as the approximate 1,300 square feet of office, kitchen and bar area located on the west end of the clubhouse, fifty (50%) percent of the outdoor seating area located on the west end of the deck and the two small storage rooms located in the basement next to the IT network room. At no time will RS3 restrict access to any of these areas for use or inspection by authorized City representatives. In addition, RS3 will ensure areas designated as publicly accessible will remain accessible to Golf Course patrons and the public. Temporary or permanent use of any other areas on Golf Course property must be approved by the Golf Course general manager prior to access or use.
- 8) **Hours of Operation**: To the greatest extent possible, RS3 will in good faith offer their food and beverage services to the patrons of the Golf Course and the public at large from 8:00 a.m. until 5:00 p.m. seven days per week. RS3 is highly encouraged to maintain operating hours commensurate with successful provision of service to the general public before and or after regular Golf Club hours. RS3 will abide by all city, county and state mandates regarding operating hours pertaining to curfews, noise ordinances, and the like. RS3 will coordinate any closures due to national or local holidays, inclement weather or other situations or conditions that may warrant closure. RS3 agrees that the primary purpose of this Agreement is to ensure top quality food and beverage services are available to the Golf Course patrons and the public. Any special events, private or public, will be held in a manner that does not reduce or degrade food and beverage services to Golf Course patrons and/or members of the public.
- 9) **Licensing**: RS3 shall obtain at its own expense all permits and licenses required for the conduct of its operations, including but not limited to, all permits and licenses required by the TABC.
- 10) **Operations**: Except for those items, if any, expressly required by this Agreement to be provided by City, RS3 shall be responsible for the services, inventory, personnel, materials, and other non-capital items necessary to perform RS3's obligations under this Agreement.
- i. **Equipment**
- a. City agrees to and must provide adequate and appropriate food and beverage product refrigeration, warehousing space, and related equipment and utilities (collectively the "Food and Beverage Equipment") for use by RS3 in carrying out its obligations under this Agreement. City is not obligated to procure any additional or new Food and Beverage Equipment it does not currently possess, with the exception of two mobile beverage carts. Any supplemental, additional or otherwise required Food and Beverage Equipment that RS3 deems (in its sole discretion) is necessary for its performance under this Agreement but not currently provided by City must be approved by the City and provide by RS3.
 - b. RS3 will be responsible for scheduling, passing and of equipment inspections required by law to include but not limited to exhaust hood inspection, kitchen ice machine

- sanitization and all others as required by city, county, state and federal codes, ordinances and laws. The expense incurred by RS3 in connection with the inspections are Operating Expenses and will be paid out of the Operating Account.
- c. City agrees to provide RS3 with HVAC, electricity, gas, security, water and sewer services required for RS3's provision of Food and Beverage Services under this Agreement at City's sole expense. RS3 must at all times practice conservation and prudent energy management. Any costs to repair or replace any utility service or lines caused by RS3 or its Employees, contractors or agents' negligence must be paid by RS3. RS3 is not required to rent, lease or provide any office, equipment or warehouse space or pay for related utilities to serve those spaces.
 - d. City is to retain access to the ice machine in the basement and will pay for semiannual sanitization. Use of the machine will fall under RS3's county health permit and may be used for beverage cart ice supply.
- ii. **Control of Alcoholic Beverages:** RS3 will at all times retain exclusive control of its business and the purchase, handling, selling, and serving of alcoholic beverages provided by it at the Golf Course under this Agreement. As such, RS3 will purchase all alcohol served at the Golf Course, select the alcohol that is to be served, set the prices and the standards of operation. Further, all alcohol revenue will be recorded in the accounting records of RS3.
 - a. The allowance of outside food and beverages may be considered on a case-by-case basis at the request and assent of the Parties. RS3 may charge a reasonable fee or corkage fee for such instances upon the agreement of the Parties.
 - iii. **Storage and Security of Alcoholic Beverages:** RS3 shall be responsible for maintaining the safety and security of all alcoholic beverages stored at the Golf Course during the Term of this Agreement. RS3 shall adhere to all state rules and regulations regarding the storage, security, and disposal of alcoholic beverages.
- 11) **Service of Alcoholic Beverages:** RS3 will only serve alcoholic beverages to those individuals to whom alcohol may be legally served pursuant to Texas law.
- 12) **Personnel:**
- i. RS3 agrees to employ, properly train and supervise all Employees or independent contractors (collectively "Employees") that are necessary to efficiently provide the Food and Beverage Services in a first-class manner pursuant to this Agreement. RS3 shall require all Employees that serve alcoholic beverages, including but not limited to, servers, bartenders, and managers, to have attended and passed a TABC approved seller training program within thirty (30) days of their hire date. RS3 agrees that no Employee shall be allowed to serve any alcoholic beverage unless he or she has a valid and current TABC-approved seller-training program certification. RS3 agrees to maintain records of its Employees' certification status to ensure that all Employees that serve alcoholic beverages have current certifications. RS3 agrees to maintain rules of responsible alcoholic beverage service and agrees that all Employees shall be trained to be aware of and to follow such rules. This includes requiring each such Employee to sign a copy of RS3's rules of

- responsible alcoholic beverage service, to be maintained in each Employees' personnel file. RS3 shall not directly or indirectly encourage an Employee to violate any state law or regulation concerning the service of alcoholic beverages.
- ii. **Wages:** RS3 shall comply with all federal, state and wage and hour law requirements and obligations. RS3 shall be solely responsible for the following: (1) paying RS3's Employees at least the required minimum wage for all hours worked; (2) paying RS3's Employees required premiums for overtime hours, spread of hours, and split shifts where required; (3) paying RS3's Employees within the time period required by applicable law; (4) providing RS3's Employees with meal and rest breaks as required by applicable law; (5) withholding all applicable taxes for RS3's Employees; (6) keeping all required recordkeeping documents pertaining to RS3's Employees; and (7) properly completing all appropriate paperwork for the employment of such individuals, including, but not limited to, the I-9 form and applicable tax forms; and (8) ensuring that no improper deductions are taken from the wages from RS3's Employees.
 - iii. RS3 will maintain a staff of its Employees on duty at the Golf Course at a level and in a manner consistent with the operating standards required by City. Neither RS3 nor its Employees are City Employees. Neither RS3 nor its Employees shall represent directly or indirectly that they are Employees, agents or legal representatives of City. RS3 agrees its Employees shall not be considered City Employees under any circumstances, including, but not limited to, under the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974 and the Worker Adjustment and Retraining Notification Act, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations or constitutions or common law. Although RS3's Employees are not City Employees, all applicable policies and procedures set by City must be communicated by RS3 to its Employees and must be strictly followed. Further, City shall retain the right, in its sole discretion, to bar any RS3 Employee from the Golf Course for any reason.
- 13) **Direct Operating Costs:** Subject to all of the terms and conditions of this Agreement, RS3 shall be allowed to deduct the Direct Operating Costs from the Gross Revenues for the following costs as incurred and paid by RS3 in the provision of the Food and Beverage Services.
- i. Food, beverages, and products and supplies necessary to perform the Food and Beverages Services.
 - a. On-site base payroll costs including regular salaries and wages, and overtime, and regional manager salary allocations;
 - b. Any cost of temporary contract labor and subcontractors necessary to carry out the Food and Beverage Services at the Golf Course;
 - c. The cost of licenses, insurance, permits and fees associated therewith;
 - d. Laundry and linen services, cleaning and maintenance costs;
 - e. Office supply costs, including the cost of point-of-sale supplies, copier supplies, paper and printing costs;

- f. The cost of uniforms;
- g. All sales, use and/or excise taxes (including, without limitation, any liquor taxes) arising from the Food and Beverage Services;
- h. Credit Card Processing Fees;
- i. Equipment rental;
- j. Dues and subscriptions; and
- k. All reasonable business start-up expenses it incurs on behalf of the fulfillment of the provision of the Food and Beverage Services, to include, but not be limited to, a mutually agreed upon budget for project management, human resources, Employee training, research and development, etc., that are only specific to the operations at the Golf Course.

- 14) **Termination**: In the event of any material breach of this Agreement by RS3 that is not cured within thirty (30) days written notice by City, or in the event that RS3 may not legally serve alcoholic beverages at the Golf Course or any other agreed upon location for any reason, City shall have the right to immediately terminate this Agreement by written notice.
- 15) **Insurance and Indemnity**: RS3 Shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extensions and hold over periods. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of RS3.
- i. **Commercial General Liability**: The minimum bodily injury and property damage per occurrence are \$2,000,000.00 for coverages A (bodily injury and property damage) and B (personal and advertising injuries). The policy shall contain the following provisions and endorsements:
 - a. Contractual liability coverage for liability assumed under the Agreement and all other contracts or agreements related to the Agreement;
 - b. Contractor/subcontracted work;
 - c. Products/completed operations liability for the duration of any warranty period;
 - d. Waiver of subrogation;
 - e. Thirty calendar day notice of cancellation;
 - f. The City added as an additional insured.
 - ii. **Business Automobile Liability Insurance**: RS3 shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5000,000.00 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000.00 property damage liability per accident. The policy shall contain the following endorsement:
 - a. Waiver of Subrogation or equivalent coverage;
 - b. Thirty (30) calendar days' Notice of Cancellation;
 - c. The City listed as an additional insured.
 - iii. **Workers' Compensation and Employees' Liability Insurance**: Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act. The minimum policy limits for Employer's Liability are \$100,000.00 bodily injury each

accident, \$500,000.00 bodily injury by disease policy limit and \$100,000.00 bodily injury by disease each Employee. The policy shall contain the following endorsement:

a. RS3's policy shall apply to the State of Texas;

b. Waiver of subrogation.

- iv. **INDEMNIFICATION: RS3 AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, WHETHER THEY ARE FOR PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY BE ASSERTED AGAINST ANY OF INDEMNIFIED PERSON ARISING OUT OF OR RELATED TO (1) ANY ACTION BY RS3 OR ITS EMPLOYEES IN THE CARRYING OUT OF ITS RESPONSIBILITIES DESCRIBED IN THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT; (2) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF RS3 OR ITS EMPLOYEES; (3) ANY VIOLATION OF ANY LAW APPLICABLE TO RS3 OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION WHILE PERFORMING ITS RESPONSIBILITIES DESCRIBED IN THIS AGREEMENT, (4) THE FAILURE OF RS3 TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF RS3 UNDER THIS AGREEMENT THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- 16) **Press Releases and Marketing:** Any press release regarding this Agreement or any relationship between the Parties shall be mutually agreed upon and approved in writing by both Parties prior to release. Only with prior approval from City will RS3 be authorized to utilize any logos or names associated with City in any company marketing collateral.
- 17) **Miscellaneous:**
- i. **Attorneys' Fees and Costs:** The Parties shall be responsible for payment of their own attorneys' fees, costs, and expenses relating to this Agreement;
- ii. **Notices:** All notices required or permitted hereunder shall be given to the Parties in writing at their respective addresses as set forth below, unless otherwise agreed by the Parties. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the time for performance shall be extended to 5:00 p.m. the next business day. All notices between Parties must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent via a nationally recognized overnight carrier.

City:

Attn: City Manager
PO Box 319
Leander, TX 78641

With a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 E. Anderson
Austin, TX 78752

RS3:

Ryan Sanders Sports Services, LLC
Attn: Jay Kudla
3400 E. Palm Valley Blvd.
Round Rock, TX 78665

With a copy to:

William C. Davidson
Chamberlain-McHaney
901 S. Mopac
Building 1, Suite 500
Austin, TX 78746

- 18) **Drafting, Interpretation, and Execution of Agreement**: The Parties acknowledge and agree that that no presumption of interpretation shall inure to the benefit of any Party based on the drafting of this Agreement.
- 19) **Binding Agreement**: This Agreement shall inure to the benefit of and is binding upon all the Parties and their respective agents, insurers, administrators, receivers, successors, assigns and legal representatives, whether a signatory hereto or not.
- 20) **Integration and Survival**: This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter herein, and supersedes any and all the Parties, concerning the subject matter hereof. There are no other understandings, oral or written, which in any way alter or enlarge the terms of this Agreement. Should any provision of this Agreement or portion thereof be deemed illegal, invalid or otherwise unenforceable, then to the maximum extent permitted by law, the remainder of the Agreement shall remain valid and binding as between the Parties.
- 21) **Governing Law**: This Agreement shall be construed under and governed by the law of the State of Texas and, unless otherwise provided herein, all obligations of the Parties hereunder

are to be performed in the county where the Property is located. Venue for any lawsuit, arbitration concerning or arising from this Agreement shall be in Williamson County, Texas.

- 22) **Multiple Counterparts**: This Agreement may be executed by the Parties in multiple counterparts and/or by electronic or telephonic document transfer, each of which will be treated with equal dignity as an original, and each Party may execute a separate signature page which may be appended to form one or more duplicate originals of this Agreement. The "Effective Date" hereof shall be the date by which all Parties have signed this Agreement.
- 23) **Modification**: This Agreement may not be changed or modified, except by an instrument in writing, signed by each and every Party to this Agreement.
- 24) **No Waiver**: Except as noted otherwise in this Agreement, the waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as continuing waiver or as a consent to or waiver of any subsequent breach hereof.
- 25) **Headings**: The section headings in this Agreement are for the convenience of reference only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof.
- 26) **Successors and Assigns**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, executors, administrators, and assigns. Neither Party may assign, sublet, or transfer their interests or obligations under this Agreement without prior written consent of the other Party hereto.

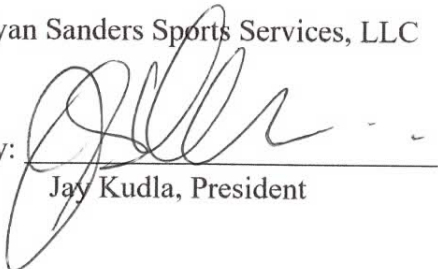
Signed on this the ____ day of October, 2024.

City of Leander, Texas

By: _____
Todd Parton, City Manager

Ryan Sanders Sports Services, LLC

By: _____
Jay Kudla, President



CRYSTAL FALLS GOLF CLUB

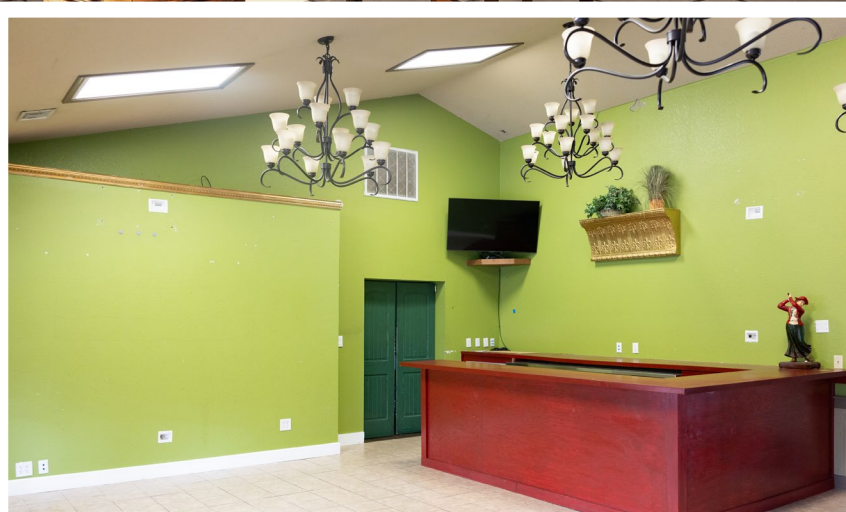


RS3
STRATEGIC HOSPITALITY



CORK & BARREL
CRAFT KITCHEN + MICROBREWERY

deantoir



BEFORE

CRYSTAL FALLS GOLF CLUB



RS3
STRATEGIC HOSPITALITY



CORK & BARREL
CRAFT KITCHEN + MICROBREWERY

deantoir



BEFORE

CRYSTAL FALLS GOLF CLUB

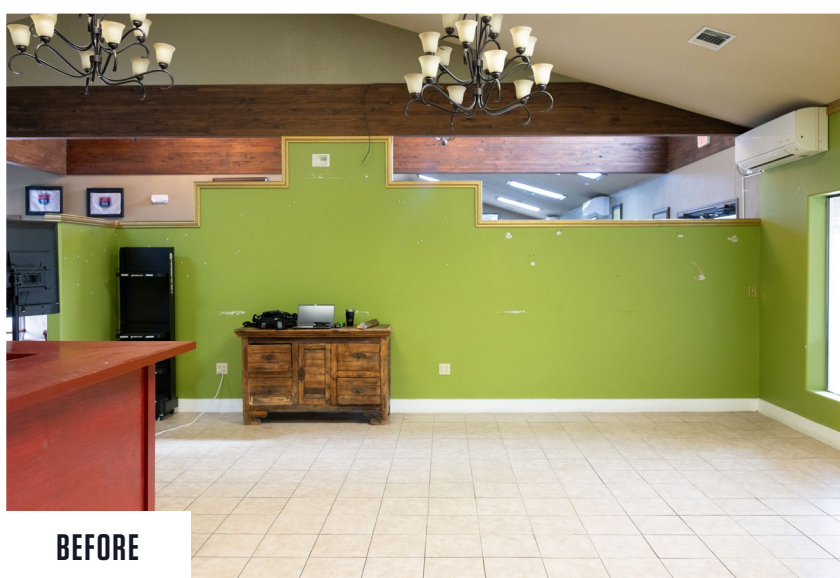


RS3
STRATEGIC HOSPITALITY



CORK & BARREL
CRAFT KITCHEN + MICROBREWERY

deantoir



BEFORE

CRYSTAL FALLS GOLF CLUB

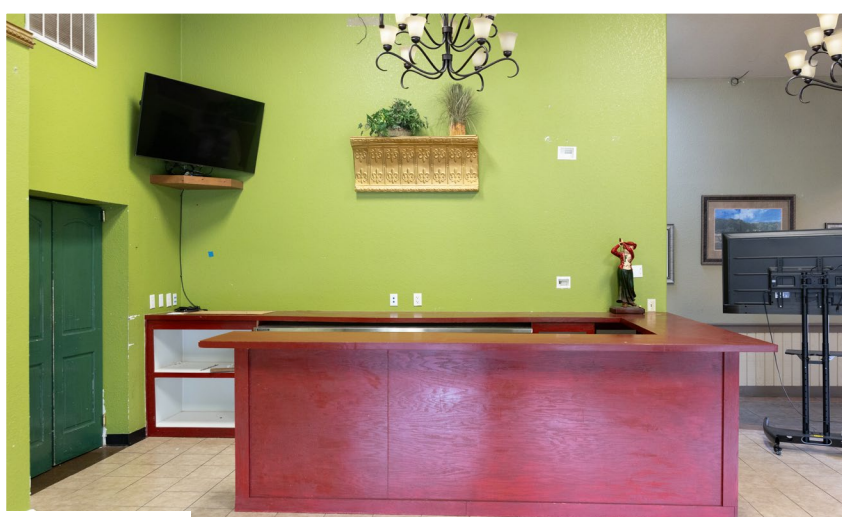


RS3
STRATEGIC HOSPITALITY



CORK & BARREL
CRAFT KITCHEN + MICROBREWERY

deantoir



BEFORE



A NEW ERA

FOR LEANDER





June 6, 2024

RE: A NEW ERA FOR LEANDER

Thank you for both your time and consideration as it relates to the restaurant and beverage cart services at Crystal Falls Golf Club in Leander, Texas. As one of the more forward-thinking premium hospitality providers, with a diverse and ever-expanding portfolio, we're always interested in potential strategic partnerships with like-minded organizations.

RS3 Strategic Hospitality's unparalleled success in sports & entertainment begins at the top with Hall of Fame pitcher Nolan Ryan, former Houston Astros minority owner Don Sanders, and Ryan Sanders Sports & Entertainment CEO Reid Ryan at the helm, giving us the unique benefit of a franchise ownership's sensitivity to guest services. With this ownership group steeped in sports lore, and a cache of forward-thinking hospitality management professionals from all over the world, RS3 delivers one of the most versatile and talented food & beverage management staffs in the Sports & Entertainment industry.

Our seasoned veterans have led operations at NFL stadiums, baseball stadiums, major colleges and universities, soccer stadiums, NFL Super Bowls, NCAA Bowl Games, MLB World Series, high-profile concerts, music festivals, and premium restaurants around the country. Our culinary leadership has catered galas for multiple United States Presidents, Prime Minister Margaret Thatcher and even the Dalai Lama himself. We've served as many

as 120,000 guests in a single event during the F1 U.S. Grand Prix in all aspects of hospitality. Collectively, we have 200-plus years of high-profile, high-volume hospitality management expertise to bring forward improved business practices, cutting-edge innovation, creative menu development, and performance fulfillment to result in both exponentially better fan experiences and financial reward for our partners. So confident are we in the success of our applied ethos, we're comfortable projecting at LEAST double-digit growth in just your first year. Without fail, we've seen initial growth from 13% to 90% for all our partners in the initial year after replacing an incumbent hospitality provider. Every successful venue should have total integration with its food performance department, and anything less would be contrary to our own operating beliefs.

That is our proposition, that together with our operations and marketing expertise, family-values oriented culture, and essential guest-service techniques, we want to build iconic and world class offerings with vibrant and compelling interactions for your fans to enjoy. In short, our ethos is to Replace the **TRANSACTION** with an **EXPERIENCE**.



Jay Kudla

President, RS3 Strategic Hospitality







CONTENTS

OUR PROMISE.....7

Executive Summary 8

Vision, Mission, Core Values 9

Ownership Group.....11

Leadership 12

We Know Golf. We Know Restaurants.....14

Event Production, Programming & Promotion ... 16

Management & Staffing..... 18

OUR MISSION.....21

Restaurants 22

Sample Menus..... 24

Suites & Premium Boxes..... 44

Club Level 45

Concourse Branding.....46

Green Programs & Sustainability 52

Data & Technology 54

Event Information & Reporting..... 60

REPLACING THE TRANSACTION WITH AN EXPERIENCE61

Our Premium Catering Clients 62

Client Partners: Past & Present 63

OUR PROPOSAL 85

Financial Proposal 86

Assumptions 87



OUR PROMISE

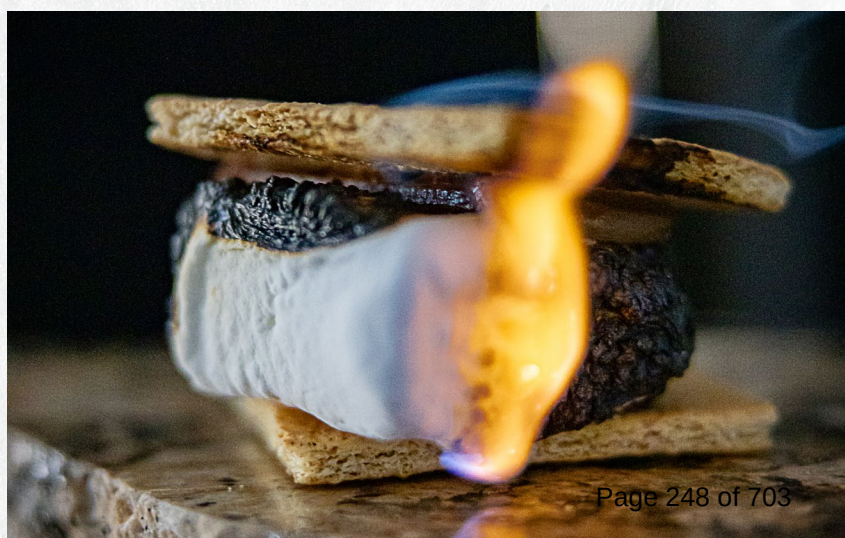
**+1 SERVICE
LEADS US**



EXECUTIVE SUMMARY

In 2013, RS3 was formed to answer a legitimate need in the sports foodservice industry to create a memorable strategic hospitality experience worthy of the events at which it served. The idea to form our own foodservice company originated from a need to replace the uninspired service provider at the counter approach with a practical solution that matched the interactive nature of our marketing of games and events. Not only did we want to change the lackluster concept for food and beverage at sports venues, we wanted to go beyond by replacing the transaction with an experience.

With a desire to treat guests as if they were our friends in our own home, we set out to consistently operate above and beyond expectations or something we like to call +1 service. From concourse storefronts, to premium culinary programs in our luxury suites and catering environment, our vision and commitment to create memorable experiences for our fans remains consistent and in alignment with all other aspects of the venue.



VISION

Replace the transaction with an experience. Our vision is to combine world-famous Southern hospitality with the legendary Ryan Sanders brand of excellence to provide innovative and creative service to spectator sports venues across the industry.

MISSION

Our mission is to provide an exceptional guest experience on behalf of the patrons of our partner operators. Using a clean, quick-service environment, our goal is to bring excitement and purchase satisfaction to the guest in a way that compliments the higher ideals of added-value, true quality products, uncommon fan and operator service and an overall attitude deeply committed to guest satisfaction.

We focus on creating familiarity and intimacy befitting a community ballpark environment. We cultivate a safe, fun, friendly and rewarding work culture that inspires dedication, motivates commitment to a team atmosphere and fulfills a sense of purpose through personal growth and involvement.

We work with high energy and communicate expectations to serve our vision and instill responsible behavior and accountability. We act with integrity, manage and produce with efficiency, deliver with pride, work with passion, create courageously and never cease our learning. We explore, pursue and capitalize on opportunities that deliver results.

CORE VALUES

Our recipe for success is deep-rooted in core values that have sustained the Ryan Sanders brand as an industry leader as club operators, progressive marketing innovators and a reputation built on raising the bar in the way we conduct ourselves as individuals and as a team.

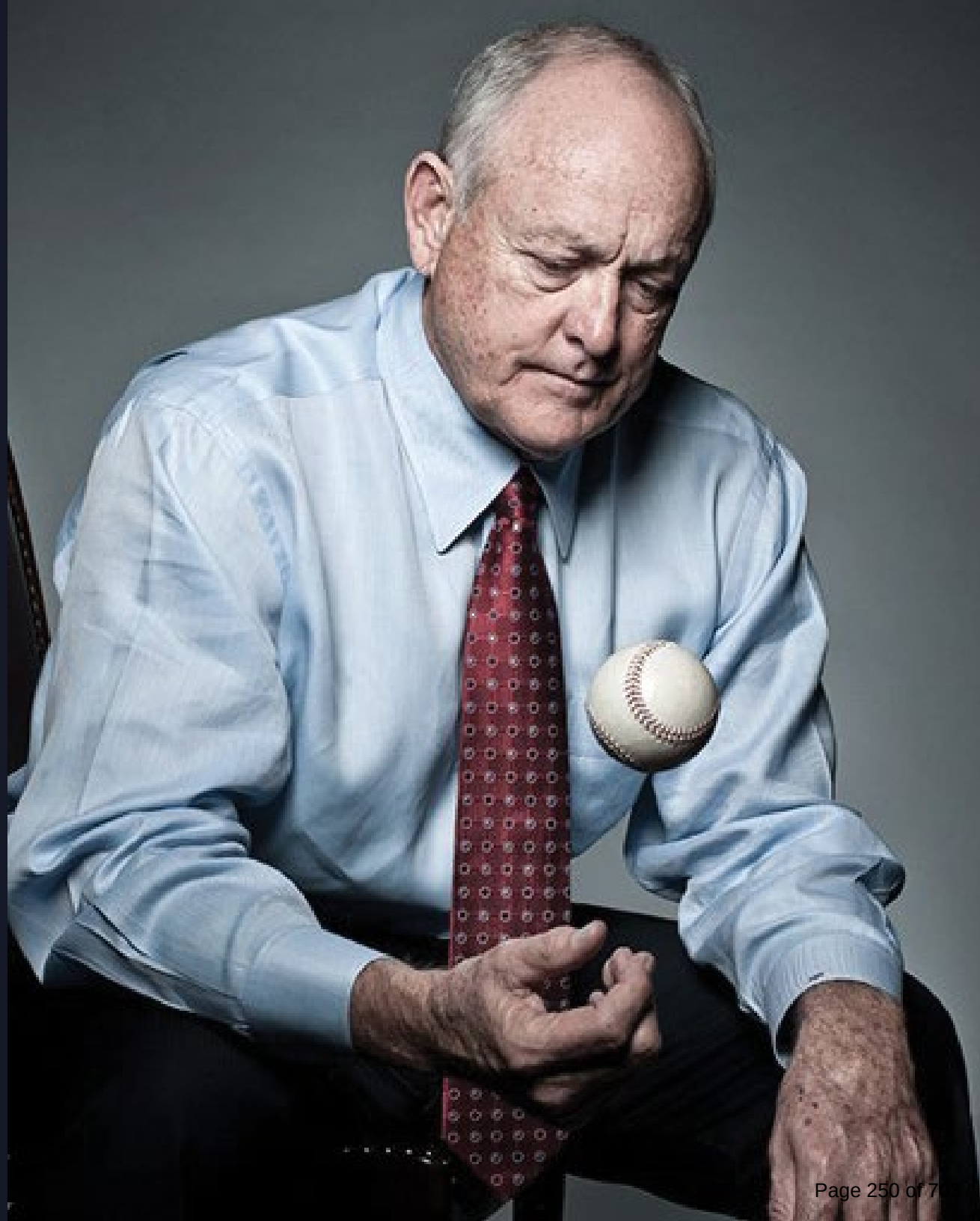
- + DELIVER UNEXPECTED GUEST EXPERIENCES
- + EMBRACE AND ENCOURAGE IMPROVEMENTS AND CHANGE
- + CREATE FUN
- + BE BOLD, COURAGEOUS, CREATIVE AND EFFECTIVE
- + PURSUE PERSONAL GROWTH AND LEARNING
- + BUILD TRUST THROUGH OPEN COMMUNICATION
- + PROMOTE FAMILY VALUES AND A TEAM CULTURE
- + DO MORE WITH LESS
- + ACTIVELY LISTEN
- + PRACTICE HUMILITY
- + PASSIONATELY PARTICIPATE IN THE COMMUNITY

“

**ENJOYING SUCCESS
REQUIRES THE ABILITY
TO ADAPT. ONLY BY
BEING OPEN TO CHANGE
WILL YOU HAVE A TRUE
OPPORTUNITY TO GET THE
MOST FROM YOUR TALENT.**

- NOLAN RYAN, CO-FOUNDER & PRINCIPAL OWNER, RS3

+ + + + +





Ownership Group

FOUNDED ON A LEGEND

RS3 Strategic Hospitality's unparalleled success in sports & entertainment begins at the top with Hall of Fame pitcher Nolan Ryan, former Houston Astros minority owner Don Sanders and Ryan Sanders Sports & Entertainment CEO Reid Ryan at the helm. One of the most decorated pitchers in Major League Baseball history, Nolan compiled an illustrious 27-year career that included time with the New York Mets, California Angels, Texas Rangers and Houston Astros. He accumulated 324 career wins and set or eclipsed 51 Major League pitching records, including seven no-hitters and 5,714 career strikeouts.

After stepping off the mound, Nolan stepped into the front office, co-founding Ryan Sanders Sports Services along with Don and Reid in 1998. He also served as Texas Rangers President from 2008-2013 and later Executive Advisor to the Houston Astros from 2014-2019.

Another baseball lifer, Reid served as a bat boy for the Astros while Nolan pitched in the Astrodome in the 1980s. Reid would return to the organization three decades later as Houston's President of Business Operations.

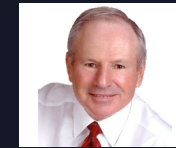
His time with the club included the best stretch of on-field success in franchise history as the Astros captured the 2017 World Series title as well as the 2019 American League pennant. He also played a significant role in opening Houston's Spring Training facility in West Palm Beach, Florida and Astros' Class A affiliate in Fayetteville, North Carolina.

Prior to joining the Astros, Reid founded both the Round Rock Express and Corpus Christi Hooks, building two of the most successful Minor League Baseball franchises from the ground up.



NOLAN RYAN

Principal Owner



DON SANDERS

Principal Owner



REID RYAN

Owner / CEO



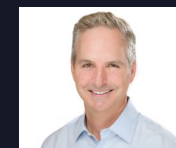
REESE RYAN

Owner



BRET SANDERS

Owner



BRAD SANDERS

Owner

Leadership

JAY KUDLA PRESIDENT

A 30-year veteran in the sports and entertainment hospitality industry, Jay Kudla has led RS3 Strategic Hospitality for the past 10 years extending its portfolio from coast-to-coast. His multi-unit management background includes improving operations in the MLB, NBA, NFL, NCAA, NASCAR, MiLB and NHL, as well as both Super Bowl XXXVI in New Orleans, LA and Super Bowl XLII in Glendale, AZ. During his tenure, RS3 has won multiple industry awards including Best Concessions Experience in Baseball by Ballpark Digest, Architecture & Design of the Year Award, and Davey Award for Corporate Identify & Branding,



JUSTIN BELICH EXECUTIVE VICE PRESIDENT

Justin Belich brings one of the most diverse backgrounds to the RS3 core leadership group. He spent the majority of his professional sports and entertainment career operating large scale, high volume, facilities and special events; most recently overseeing all food and beverage operations for the US Open at the Billie Jean King National Tennis Center. Justin's visionary approach extends to forging strategic partnerships with industry luminaries and elevating culinary offerings, making him a driving force behind the company's success. As Executive Vice President, he continues to shape the future of premium hospitality, ensuring memorable moments and unparalleled satisfaction for patrons.



JOEL PEÑA CORPORATE EXECUTIVE CHEF

As Corporate Executive Chef at RS3, Joel Peña is a culinary force in the sports and entertainment industry. With a reputation spanning the NBA, NFL, NHL, NCAA, Grammy Awards, and NASCAR, Peña specializes in managing large-scale dining operations and elevating the culinary experience at major events like the Formula 1 United States Grand Prix.





IVAN WAGNER

REGIONAL VP, OPERATIONS

Ivan Wagner boasts 18 years in the sports and entertainment F&B industry, largely developed in university settings, enhancing game day experiences. He contributed to various pro and collegiate stadium/arena operations, including significant roles at the University of Texas. Wagner also left a mark at Texas Tech, TCU, Oklahoma State, and other institutions, optimizing operations and profitability. In 2016, he joined RS3 as General Manager, achieving steady sales growth year after year while hosting prestigious sports events and concerts.



JEREMY ZIMMERMAN

REGIONAL VP, OPERATIONS

With 20 years in the foodservice industry, Jeremy Zimmerman has a rich history in managing diverse and high-profile events. A graduate of Florida State University, he's advanced food and beverage operations across the southeastern United States and Central Texas, overseeing venues like the Dell Diamond, Circuit of The Americas, and ESPN X-Games. Before RS3, Jeremy managed facilities at Wake Forest University and Space Coast Stadium, contributing to various prominent sporting events and concerts.



MICHAEL REILLY

VP, PREMIUM SERVICES

Michael Reilly is a seasoned hospitality professional specializing in large event logistics, premium hospitality, and employee training. His diverse experience spans from being the opening Catering Director for the Tennessee Titan's NFL stadium and Premium Services Director for three NFL Super Bowls, to managing various venues including stadiums and convention centers across the country. Michael has also worked with Merv Griffin Productions, contributed to movie promotional campaigns, and is an avid mountain bike enthusiast.



JOE BELGER

REGIONAL DIRECTOR OF RETAIL MERCHANDISE

Heading up RS3's Retail Merchandise division, Joe Belger has orchestrated the successful flagship retail programs for franchises in MLB, MiLB, NFL, NBA, NHL, MLS, and the NCAA, and was part of the Super Bowl 50 planning committee. He has won multiple awards, including both the NBA Retailer of the Year Award, in his years as the Retail Operations Manager for the Golden State Warriors, and has been part of several venue openings, including the team that won both Venue of the Year and Sports Facility of the Year.

300+
YEARS COMBINED
HIGH-VOLUME SPORTS
HOSPITALITY EXPERIENCE

+++++

COLLECTIVE RÉSUMÉS OF OUR CORE LEADERSHIP TEAM



**WE KNOW GOLF.
WE KNOW SPORTS.
WE KNOW RESTAURANTS.
WE KNOW PREMIUM EVENTS.**

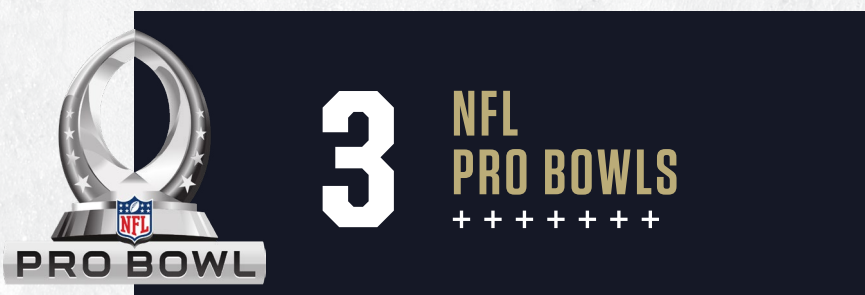
With an ownership group steeped in sports lore and a cache of forward-thinking hospitality management professionals from all over the world, RS3 delivers one of the most versatile and talented food & beverage management staffs in the Sports & Entertainment industry.

Our seasoned veterans have led operations at baseball stadiums, major colleges and universities, soccer stadiums, football stadiums, NFL Super Bowls, NCAA Bowl Games, MLB World Series, high-profile concerts, music festivals, and premium restaurants around the country. Our culinary leadership have catered galas for multiple United States Presidents, Prime Minister Margaret Thatcher and the Dalai Lama himself.

Collectively, we have 300-plus years of high-profile, high-volume food and beverage management expertise to bring forward improved business practices, cutting-edge innovation, creative menu development, and performance fulfillment to result in both exponentially better fan experiences and financial reward for you – the owner. Every successful venue should have total integration with its food performance department. Anything less would be contrary to our own operating beliefs.

This is our proposition, that together with our operations and marketing expertise, we want to build an iconic and world class offering with vibrant and compelling interactions for your fans to enjoy.

WITH A CACHE OF FORWARD-THINKING PROFESSIONALS AND EXECUTIVE CHEFS FROM ALL OVER THE COUNTRY, RS3 BOASTS ONE OF THE MOST VERSATILE AND TALENTED FOOD AND BEVERAGE MANAGEMENT STAFFS IN THE INDUSTRY. OUR COLLECTIVE RÉSUMÉS INCLUDE A VERITABLE “WHO’S WHO” OF THE SPORTS WORLD.



EVENT PRODUCTION, PROGRAMMING & PROMOTION

SPECIAL PROGRAMMING & NON-SPORTING EVENTS

More than just a premium hospitality conglomerate, RS3 offers the additional benefit of event programming for venues throughout the country. Ryan Sanders Entertainment (RSE), the event programming wing of RS3 Strategic Hospitality, has produced and promoted a multitude of events, including H-E-B Big League Weekend, a variety of concerts, MLS Soccer, USA Rugby, Top Rank Boxing, NPF Women's Professional Softball, cycling events and many others. Our ability to produce and promote special events, in a variety of venues in various cities, is unmatched, and offers you a valuable partner in the continued efforts to host events year-round at the new stadium.

Partnering with RS3 Strategic Hospitality and RSE includes opportunities to increase non-gameday programming through a variety of promoter channels and networks.





SPORTS PROGRAMMING

- + MAJOR LEAGUE BASEBALL
- + BIG LEAGUE WEEKEND EXHIBITION
- + PRO TENNIS TOURNAMENTS
- + GAMES AT MILB PARKS
- + MINOR LEAGUE BASEBALL
- + ROUND ROCK EXPRESS
- + CORPUS CHRISTI HOOKS
- + NATIONAL PRO FASTPITCH
- + RECKLESS KELLY'S CELEBRITY SOFTBALL JAM
- + WOMEN'S PROFESSIONAL SOFTBALL FIESTA DE MAYO
- + MAJOR LEAGUE SOCCER (MLS) FIESTAS PATRIAS
- + TOP RANK BOXING
- + LUCHA LIBRE (MEXICAN WRESTLING)
- + USA RUGBY
- + MEXICAN LEAGUE SOCCER
- + MONSTER TRUCKS

NON-SPORTING EVENTS

- + REPUBLIC OF TEXAS TRIATHLON
- + TRIROCK
- + CONQUER THE COAST
- + ROUND ROCK EXPRESS 5K
- + CORNER STORE COUNTRY RUN
- + CONCERTS/FESTIVALS
- + ZAC BROWN
- + BOB DYLAN
- + WILLIE NELSONA
- + JOHN MELLENCAMP
- + LIVE AT THE BALLPARK
- + ZIEGFEST
- + SNOOP DOGG
- + LYNRYD SKYNYRD
- + NITRO CIRCUS
- + NOLA TEXAS FOOD & MUSIC FESTIVAL
- + SPIRIT FEST
- + ROUGE INVITATIONAL
- + BULLS IN THE BALLPARK

MANAGEMENT & STAFFING

PEOPLE MAKE THE DIFFERENCE IN THE FOOD SERVICE & HOSPITALITY INDUSTRY

You can have good food but if it is not served with great service, pleasant conversation and a smile, then you're missing the mark. We focus on building careers not just jobs for our employees, and we make sure resources go to training, development and career pathing so we can promote from within when that's the best fit. We also have many external recruitment resources from culinary schools, hospitality management programs and other local college & university relationships and job posting portals.

While our goal is to have full-time employees at these locations, we also have previously established relationships with local temp staffing agencies to supplement for a call off or illness as needed. Our approach to wages is to pay 10-15% above the market average rate.

This allows us to attract the top end of the spectrum of talent for each type of position and also helps with retention. We have found that paying a little more increases the quality of employees we are able to bring into the RS3 family, saves money on turnover, and helps to keep employees more engaged.



BACKGROUND CHECKS

We strive to hire and maintain only the highest-quality professionals in the industry and will make every effort to comply with any Code of Business Conduct and Integrity Clearance Standards as set forth by the client. We currently utilize Paycom background check systems which is integrated with our hiring and payroll system. Hiring is contingent on successful background check completion and review by the HR hiring partner. Background reports are securely stored in the Paycom software, accessible for review at any time, with the HR hiring partner able to provide weekly updates to our clients on newly approved hires. The background check process currently used by our team is described below:

CRIMINAL HISTORY SEARCH

Upon onboarding, associates undergo a National Criminal Scan, with capabilities for comprehensive background checks including federal, national, and credit.

CREDIT HISTORY

A check to determine the subject's financial credit records and payment patterns, including public records information such as litigation, judgments, liens, etc.

SOCIAL SEARCHES

This report detects invalid social security numbers.

EMPLOYMENT HISTORY

Verifies an individual's work history for the previous five years or with three previous employers.

EDUCATION VERIFICATIONS

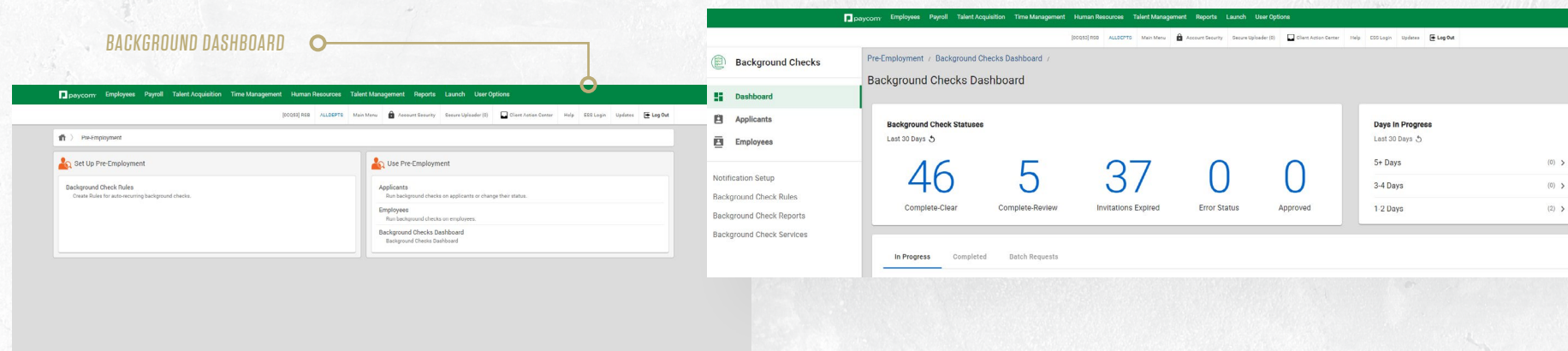
Verifies all schooling and college degrees listed by the applicant.

DEPARTMENT OF MOTOR VEHICLES

Determines the validity of an individual's drivers' license and indicates previous traffic citations.

DRUG SCREEN

Tests for amphetamines, barbiturates, cocaine, opiates, phencyclidine and THC. Consists of urine sample to determine the use of the listed illegal substances.





OUR MISSION

PREMIUM HOSPITALITY



RESTAURANTS

ELEVATED DINING, ON MORE THAN JUST THE CLUB LEVEL, WILL BE AN INTEGRAL PART OF ANY NEW SPORTS FACILITY MOVING FORWARD

RS3 believes in an independent, year-round restaurant space and dining destination that compliments venue events but is not dependent upon them.

Our operations have already seen pre- and post-game success during Round Rock Express games at its next-door restaurant Cork & Barrel Pub, and by mid-year will have opened two new retail outlets inside Choctaw Stadium that'll be open year-round, including both Starbucks and El Tiempo Mexican Restaurant.

In addition to restaurant operations at these two locations, RS3 has long been

the operator of the on-site restaurant at the Roy Kizer and Jimmy Clay Golf Courses in Austin, Texas. In 2015, RS3 spearheaded a renovation to upgrade the snack bar, which when completed in April 2017 produced the Stag & Finch Scottish Alehouse.

Stag & Finch has quickly become a true "19th Hole." The new concept includes a gourmet menu driven by our corporate chefs, as well as new flooring and ceiling. The Scottish pub theme includes an elegant horseshoe bar, improved lighting, expanded exterior signage and themed Scottish clan crests.





STAG & FINCH BEFORE & AFTER

ROY KIZER GOLF COURSE AND JIMMY CLAY GOLF COURSE



SAMPLE MENUS



SCOTTISH ALEHOUSE

BREAKFAST TACOS

3.5

Willie & Friendsbacon, egg & cheese

Janis Joplinchorizo, potato, egg & cheese

Stevie Ray potato, egg & cheese

Buddy Hollysausage, egg & cheese

BURGERS

served with housemade chips

The Edinburger 9.5
roasted jalapeños, bacon, bleu cheese and chipotle mayo

The Glass Cow 9.5
teriyaki glazed patty, bacon, grilled pineapple and swiss

Stag Cheeseburger8.75
1/3 lb. patty and American cheese

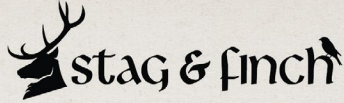
French Fries4	Sausage Wrap5.5	Grilled Chicken Sandwich...10.5
Hot Dog4.5	Deli Sandwich6.75	Daily Special 11
Grilled Cheese.....4.5	Chicken Tenders & Fries.....8.5	

NO CASH PAYMENTS: WE ACCEPT THE FOLLOWING PAYMENTS









DRINK MENU

COCKTAILS

Clay Kizer 10 SABÉ Fiery Cinnamon Infused Sake, Lone Star Beer Bloody Mary 10 SABÉ Straight Sake with Vodka, Zing Zang bloody mary mix	Transfusion 10 SABÉ Straight Sake with Vodka, ginger ale, grape & lime juices Mimosas 10 Segura Viudas sparkling wine, orange juice
--	---

SABÉ COCKTAILS

Margarita	9
Gin & Tonic	9
Moscow Mule	9
Ranch Water	9

DRAFT | PITCHER

Modelo	6	22
Love Street	6	22
Stash IPA	6	22
Island Time IPA	6.5	24

WINE

Barefoot Cabernet Sauvignon	7
Barefoot Chardonnay	7
Barefoot White Zinfandel	7
Segura Viudas Sparkling Wine	8

BEER

Budweiser	5
Bud Light	5
Miller Lite	5
Coors	5
Coors Light	5
Michelob Ultra	5
Lone Star	5
Pabst Blue Ribbon	5
Corona Extra	6
Dos XX	6
Modelo	6
Yuengling	6
Shiner Bock	6
Landshark Lager	6
Hopadillo	6
Love Street	6
McConauhaze	7

SELTZER

White Claw Mango	6
White Claw Black Cherry	6
Karbach Ranch Water	6

CIDER

Austin Eastciders Original	7
Austin Eastciders Blood Orange	7



SAMPLE CATERING MENU





BREAKFAST CHEF TABLES

CONTINENTAL

17

price per person

Freshly Baked Assorted Muffins

blueberry, banana nut, bran

Butter Croissants

fruit preserves, whipped butter

Farmstand Sliced Fruit

honeydew, cantaloupe, pineapple, grapes, berries

Freshly Brewed Coffee & Assorted Tea Station

Orange Juice

ALL-AMERICAN BREAKFAST

20

price per person

GF Scrambled Eggs

shredded cheddar, green onions

GF Griddled Breakfast Sausage

traditional seared patties

GF Hash Browns

sauteed onions, bell peppers

GF Classic Fruit Salad

freshly-cut, locally-sourced melons and berries

Freshly Baked Danishes

Freshly Brewed Coffee & Assorted Tea Station

Orange Juice



BREAKFAST CHEF TABLES continued

SOUTH OF THE BORDER

24

price per person

GF Migas

scrambled eggs, crispy tortilla strips, diced tomatoes, jalapeños, shredded cheese, salsa verde. accompanied by roasted tomato salsa, sour cream, shredded cheese, flour tortillas

GF Griddled Chorizo

hand-formed patties, bell peppers, onions

GF Ranch-Style Breakfast Potatoes

oven roasted, fresh cilantro, roasted tomatoes

GF Refried Beans

monterey jack cheese

Mexican Fruit Salad

freshly cut, locally sourced melons and chili lime tajin

Freshly Brewed Coffee & Assorted Tea Station

Orange Juice

SIGNATURE BREAKFAST

24

price per person

Spinach & Tomato Strata

layers of eggs, cheese, fresh spinach, finished with vine-ripened tomatoes and breadcrumb crust

GF Hill Country Breakfast Potatoes

roasted peppers

GF Crispy Bacon

thick sliced, applewood smoked

GF Griddled Breakfast Sausage

traditional seared patties

Stuffed French Toast Casserole

maple syrup, powdered sugar, berry compote, whipped cream

Freshly Brewed Coffee & Assorted Tea Station

Orange Juice



BREAKFAST CHEF TABLES continued

BREAKFAST ADDITIONS

price per piece | minimum of 25 pieces

Assorted Breakfast Mini Quiche

4

Breakfast Mini Bowls

5

- potato, egg, cheese
- sausage, egg, cheese
- bacon, egg, cheese
- egg, spinach, mushrooms
- roasted tomato, potato, sunny-side-up egg

Belgian Waffles

7

warm syrup, berry compote, whipped cream, sweet butter

Buttermilk Pancakes

6

chocolate chips, fresh berries, warm syrup, whipped butter

Assorted Bagels

6

flavored cream cheeses, fruit jams

GF Omelet Station

9

made to order, including but not limited to; diced bell peppers, jalapeños, diced onions, tomatoes, shredded cheese, sausage, baby spinach, ham, wild mushrooms



BOXED LUNCHES

BUILD YOUR OWN BOX LUNCH

19

price per person

SANDWICHES

select one per box

Roast Beef

tomatoes, sweet onion jam, boursin cheese on fresh bakery bun

Chicken Breast Torta

spicy aioli, chipotle jack cheese, lettuce, tomato, pickled onions on french bolillo

Smoked Turkey

bacon, tomato, lettuce, cheddar cheese, herb aioli on wheat bread

ALL BOXED LUNCHES INCLUDE

whole seasonal fresh fruit, kettle-style chips, freshly-baked cookie, bottled water, appropriate condiments

Ham & Swiss Cheese

mustard butter on pretzel bread

Grilled Chicken

lettuce, tomato, sliced cheese on fresh bakery bun

Grilled Vegetable

grilled zucchini, bell peppers, tomatoes, red pepper hummus



PICNIC STYLE

PICNIC IN THE PARK

price per person

All-Beef Hot Dogs

sauerkraut, traditional condiments

Smoked Sausage

sauteed peppers and onions, hoagie buns

GF Herb-Grilled Chicken Breast

sauteed spinach, natural au jus

GF German-Style Potato Salad

mustard dressing, fresh herbs

GF Potato Chips

sea salt, cracked pepper

Gourmet Cookies & Fudge Brownies

freshly baked

26

SMOKY BARBECUE

price per person

GF 12 Hour-Smoked Beef Brisket

GF Slow-Smoked Pulled Pork

GF Barbecue Baked Beans

Honey Cheddar Corn Bread

honey butter

GF Horseradish Cole Slaw

GF Mustardy Potato Salad

Berry & Peach Cobbler

cinnamon whipped cream

38



CHEF TABLES

THE STEAKHOUSE

50

price per person

GF Iceberg Wedge

grape tomatoes, red onions, crispy bacon, creamy blue cheese dressing

GF Chilled Jumbo Shrimp Cocktail

classic “old school” cocktail sauce, horseradish, fresh lemons

GF Cowboy Cut Ribeye

chef-carved, roasted mushroom demi-glace, classic béarnaise, horseradish cream

GF Roasted Lemon-Garlic Chicken

finished with natural pan jus

Creamed Spinach

fennel, bechamel sauce

GF Loaded Mashed Potatoes

buttery mashed potatoes, green onions, sharp cheddar, thick-cut bacon

Red Wine-Braised Wild Mushrooms & Shallots

Traditional Bread Pudding

served warm, caramel sauce, seasonal fruit crisp, vanilla bean ice cream



CHEF TABLES continued

GLUTEN-FREE CHEF'S TABLE

price per person

52

- GF Chef-Carved Filet Mignon**
bordeaux mushroom sauce, creamy horseradish
- GF Pan-Seared Salmon**
lemon-dill sauce
- GF Grilled Asparagus**
red pepper pesto, balsamic reduction
- GF Texas Baby Greens**
cucumbers, tomatoes, shredded carrots, shaved parmesan, red wine vinaigrette
- GF Yukon Gold Mashed Potatoes**
butter, sour cream, roasted garlic
- GF Crème Brûlée**
whipped cream, fresh berries

TAQUERIA

price per person

33

- Grilled Steak Fajitas & Chicken Fajitas**
flour tortillas, peppers, onions, pico de gallo, sour cream, queso fresco
- GF Mexican Creamed Corn**
chipotle cream sauce, roasted poblanos, red jalapeños
- GF Mexican Rice**
tomato broth, carrots, onions, green peas
- GF House Salad**
shredded lettuce, cucumbers, radishes, tomatoes, pickled onions, cilantro lime vinaigrette
- GF Salsa & Guacamole Bar**
fresh homemade guacamole, salsa verde, salsa roja, crisp tortilla chips
- Xangos**
tortilla wrapped cheesecake, fried and dusted with cinnamon sugar



CHEF TABLES continued

GOING LIGHT

price per person

Spinach & Romaine Salad

steamed broccoli, cucumbers, pickled onions, carrots, champagne vinaigrette

- GF Green Bean Salad**
red peppers, dill vinaigrette

Chicken Picatta

lemon caper sauce

- GF Grilled Salmon**
lemon oil, wilted spinach

Brown Rice Pilaf

vegetable broth, fresh herbs

- GF Fruit Parfaits**
fresh berries layered with honey sweetened greek yogurt

35

THE CLUBHOUSE

price per person

Classic Caesar Salad

crisp romaine, shaved parmesan, garlic croutons, creamy caesar dressing

- GF Tomato & Mozzarella Salad**
baby arugula, balsamic reduction

- GF Root Vegetable Mash**
yukon gold potatoes, yams, parsnips, rutabegas

- GF Sautéed Green Beans**
shallots, bell peppers

- GF Herb-Roasted Chicken**
pan seared, white wine pan jus

- GF Charred Peppered Striploin**
wild mushrooms, au jus, homemade steak sauce

Assorted Dessert Bars

lemon, raspberry, plus rotating assortment

43



CHEF TABLES continued

DESIGN-YOUR-OWN CHEF'S TABLE 41

price per person | includes bread and butter

SALADS

select 2 options

Chopped Salad

grilled chicken, bacon, blue cheese, tomato, pasta, honey Dijon vinaigrette

Chopped Vegetable Salad

mixed greens, olives, artichokes, gorgonzola cheese, red wine vinaigrette

Caesar Salad

crisp romaine, parmesan, garlic croutons, creamy caesar dressing

Southern Salad

baby field greens, assorted berries, spiced pecans, blue cheese, white balsamic vinaigrette

PASTA

select 1 option

Penne Pasta

basil marinara, asiago cream, fresh basil, shaved parmesan

Rigatoni Pasta

tomato basil sauce, spinach, ricotta cheese

Cavatappi

shrimp, tomato-basil sauce, garlic, red pepper flakes

ENTRÉES

select 2 options

GF Maple-Glazed Turkey

cranberry apricot chutney, sage gravy

GF Peppercorn-Crusted Tri Tip Sirloin

slow smoked, rosemary demi-glace, horseradish cream

GF Mustard-Glazed Pork Tenderloin

slow roasted, spicy fruit chutney, bourbon jus

GF Roast Prime Rib

natural jus, horseradish cream

GF Grilled Salmon

wilted spinach, butter sauce

SIDES

select 2 options

Au Gratin Potatoes

four cheeses, mornay sauce

GF Loaded Mashed Potatoes

thick-cut bacon, sour cream, cheddar, green onions

GF Roasted Fingerling Potatoes

herb butter, roasted garlic

GF Classic Creamed Spinach

crispy leeks, Parmesan crust

GF Oven-Roasted Seasonal Vegetables

herb oil

CUSTOM THREE-COURSE PLATED MEAL OPTIONS

select 1 entrée, 1 salad and 1 dessert

DUET ENTRÉE SELECTIONS

served with roasted garlic mashed potatoes and grilled jumbo asparagus

SURF AND TURF

54

price per person

GF Butter Poached Lobster Tail

grilled lemons, drawn butter

GF Center Cut Beef Tenderloin Filet

red wine demi-glace

THE DUO

49

price per person

GF Pan Seared Chicken

basil cream sauce, gremolata

GF Center Cut Beef Tenderloin Filet

red wine demi-glace

ENTRÉES

34

served with local seasonal vegetables

Chicken “Tagine”

chicken thighs braised with coriander, ginger, paprika, cinnamon, lemon zest and green olives, creamy couscous

GF Lemon-Garlic Chicken Breast

potato purée, lemon garlic sauce

GF Chicken Marsala

wild mushrooms, shallots, classic marsala sauce, roasted smashed red potatoes

GF Braised Beef Short Ribs

roasted garlic mashed potatoes, cabernet reduction

GF Seared Wild Salmon

wild rice pilaf, grilled lemons, dill sauce

GF Blackened Mahi-Mahi

mango salsa, rice pilaf, green beans, cajun cream sauce

GF Grilled Flat Iron Steak

wilted spinach, roasted potatoes, red wine shallot butter

GF Apple Brined Pork Chop

sweet potato mash, brown sugar glaze

CUSTOM THREE-COURSE PLATED MEAL OPTIONS

continued

select 1 entrée, 1 salad and 1 dessert

SALADS

served with artisan rolls and whipped butter

GF Iceberg Wedge

grape tomatoes, red onions, blue cheese, crispy bacon, creamy blue cheese dressing

Caesar Salad

crisp romaine, parmesan, garlic croutons, creamy caesar dressing

GF Texas Baby Field Greens

grape tomatoes, red onions, cucumbers, aged balsamic vinaigrette

GF Arugula & Strawberry Salad

curly endive, jicama, toasted almonds, balsamic vinaigrette

GF Spinach & Roasted Apples

toasted walnuts, chèvre cheese, red onions, cider vinaigrette

GF Cherry Tomato & Bocconcini Mozzarella Salad

baby arugula, white balsamic orange gastrique

GF Bibb Lettuce Bundles

stuffed with baby greens, pickled onions, bound with cucumber strips, finished with grape tomatoes, balsamic vinaigrette

DESSERTS

custom desserts available upon request

Tres Leches Cake

caramel, crème, fresh berries

New York-Style Cheesecake

butter cookie crust, berry compote

Xangos

cheesecake wrapped in flour tortilla, fried and dusted with cinnamon sugar

Double Chocolate Cake

toffee, caramel, raspberry sauce

Crème Brûlée

whipped cream, berries





RECEPTIONS MENU

price per piece | minimum 25 pieces

Grilled Steak Mini-Panini

jack cheese, caramelized onions, dijon sauce

4

Mini Cuban Press Sandwich

roasted pork, ham, swiss cheese, spicy pickles

5

Chicken Cordon Bleu

pit ham, blue cheese sauce

3

GF Ginger Chicken Satay

sweet chili sauce

3

GF Sizzling Short Rib Satay

thai peanut sauce

3

GF Basil-Garlic Shrimp Satay

lemon butter sauce

4

Tavern-Style Classic Slider

american cheese, homemade burger sauce

3

House-Smoked Brisket & Cheddar Cheese Quesadilla

avocado crema

5

Ancho Chicken & Jack Cheese Quesadilla

avocado crema

5

Baby Spinach & Wild Mushroom Quesadilla

pico de gallo

5

Slow-Roasted Prime Rib Mini Sandwich

smoked cheddar, caramelized onions, homemade steak sauce

5

Breaded Chicken Parmesan Slider

marinara, mozzarella cheese

3



RECEPTIONS MENU

continued

price per piece | minimum 25 pieces

BBQ Pork Sliders

dill pickles, bbq sauce

4

Filet of Beef Slider

herbed shallot butter

8

Classic Shrimp Cocktail Shooter

lemon horseradish cocktail sauce

4

GF Blackened Shrimp Shooter

remoulade sauce

4

Seared Sesame Tuna Martini

wonton crisp, seaweed, purple cabbage salad, soy ginger glaze

7

Smoked Salmon Cracker

crème fraîche, capers, red onion

4

GF Ceviche Shots

cucumber cups

4

Garlic Butter Crostinis

tomato, basil, mozzarella, artisan olive oil

4

Wild Mushrooms Crostinis

balsamic reduction

3

Beef Tenderloin Crostinis

garlic aioli, onion jam

5

Lemon-Garlic Shrimp Crostinis

fine diced tiger shrimp, roasted garlic, lemon aioli, shredded parmesan

5



RECEPTIONS MENU continued

STATIONS

price per person

Antipasti Board

12

hard salami, capicola, prosciutto, grilled asparagus, lemon-garlic artichokes, roasted red peppers, garlic butter crostini

Mediterranean Dips & Spreads

7

roasted red pepper hummus, baba ganoush, lemon garlic feta spread, spinach-artichoke dip, grilled baguettes, pita chips, celery sticks, cucumber slices

Gourmet Cheeseboard

10

local and imported cheeses, apricot jam, fig spread, assorted crackers

GF Seafood Bar

Mkt. Price

a selection of the freshest available chilled seafood; artisan crackers, horseradish cocktail sauce, chipotle aioli, remoulade sauce, specialty hot sauce bar, jumbo tiger shrimp, seared ahi tuna, smoked salmon

GF Fresh Exotic Fruit Skewers

4

an elaborate display of seasonal local and tropical fresh fruits and berries, edible flowers, strawberry dipping sauce

GF Loaded Potato Bar

9

mashed or baked, caramelized onions, smoked bacon, shredded sharp cheddar cheese, green onions, whipped butter, sour cream



RECEPTIONS MENU continued

STATIONS

price per person

Gourmet Mac-n-Cheese Bar 11

corkscrew pasta tossed in our three cheese sauce.
add: buffalo chicken or smoked pulled pork, smoked bacon,
sharp cheddar cheese, green onions, hot sauce bar

Chef Tossed Pasta Station 13

al dente penne with choice of roasted peppers, wild mushrooms,
spinach & roasted garlic, grilled chicken. finished with extra
virgin olive oil, pecorino romano, fresh cracked pepper.
choose tomato-basil or parmesan cream sauce

Herb Crusted Beef Tenderloin 26

carved to order, red wine demi-glace, horseradish cream,
artisan rolls

Belly Up 15

hickory-smoked pork belly, jalapeño and red onion jam,
texas toast

Texas-Style Smoked Brisket 17

signature bbq sauce, crispy onion straws, sliced white bread

Garlic-Roasted Beef Strip Loin 18

wild mushroom sauce, grain mustard, creamy horseradish sauce,
artisan rolls

Roasted Pork Loin 16

spicy apricot chutney, grain mustard aioli, dinner rolls

Carne Asada Hanger Steak 12

homemade steak sauce, pickled onions, cilantro horseradish,
fresh tortillas



DESSERT SELECTIONS

STATIONS

price per person

Brownies & Dessert Bars

6

signature triple chocolate chunk brownies, lemon bars, blondies, raspberry bars

Country-Style Fruit Cobblers

6

fresh-baked blueberry with oatmeal crust, and peach with cinnamon almond topping. served warm with cinnamon whipped cream

Fondue Station

9

chocolate and caramel fondue, mini cookies, seasonal fresh fruit, flavored cake bites, marshmallows

Bananas Foster Station

10

ripe bananas, dark rum and brown sugar caramel, vanilla bean ice cream

À LA CARTE ADDITIONS

price per person

Tres Leches Cake

6

caramel, crème, fresh berries

New York Style Cheesecake

6

butter cookie crust, berry compote

Xangos

5

cheesecake wrapped in flour tortillas, fried, dusted with cinnamon sugar

Double Chocolate Cake

6

toffee, caramel, raspberry sauce

Crème Brûlée

5

whipped cream, fresh berries

Make Your Desserts à la Mode

4

vanilla bean ice cream



BAR PACKAGES

OPEN BAR

price per person

HOUSE BRANDS

two hours	22
each additional hour	11

PREMIUM BRANDS

two hours	25
each additional hour	12

BEER & WINE ONLY

price per person

HOUSE BRANDS

two hours	20
each additional hour	9

PREMIUM BRANDS

two hours	22
each additional hour	10

BASED ON CONSUMPTION

price per drink | pricing also applies to cash bars

BEER

house	9
premium	11

WINE

house	9
premium	11

LIQUOR

house	11
premium	13





BAR PACKAGES

continued

additional brands and customized bars available upon request

HOUSE BRANDS

subject to change

BEER

Budweiser
Bud Light
Miller Lite
Michelob Ultra
ZiegenBock
Coors Light
Shiner Bock

WINE

Noble Vines, Pinot Grigio
Noble Vines, Rose'
Noble Vines, Chardonnay
Noble Vines, Cabernet Sauvignon

LIQUOR

Vodka

Tito's
Deep Eddy Lemon
Deep Eddy Ruby Red

Tequila

Teremana

Gin

Bombay Sapphire

Rum

Bacardi
Malibu

Bourbon & Whiskey

Evan Williams

PREMIUM BRANDS

subject to change

BEER

Dos Equis
Karch Hoadillo
Karch Love Street
Karch Ranch Water
White Claw Black Cherry
White Claw Mango
Blue Moon IPA
Deep Ellum IPA
Corona

WINE

Iris Vineyards, Pinot Gris
Seven Hills, Merlot
Diora, Pinot Noir
Lunetta, Prosecco

LIQUOR

Tequila

Patron Silver

Scotch

Johnnie Walker Black

Bourbon & Whiskey

Crown Royal
Maker's Mark

SUITES & PREMIUM BOXES

WE SINCERELY BELIEVE THAT PREMIUM FOODSERVICE SHOULD NOT BE CONSIDERED TRANSACTIONAL BUT RATHER “EXPERIENTIAL”

At RS3, one of the key tenets of our service ethos is that the “fare” is the star and should be presented and displayed accordingly. To that end, we’ve gone to great lengths to ensure that all our signature tablescaping, whether inside a suite, club, wedding, or business meeting, adds to the overall décor of the event.

We’ve eliminated the functional use of chafing dishes and boring service bowls and enhanced our service with a much more contemporary approach. We’ve enhanced our special events with non-

traditional service vessels that create a visual experience for your guests.

Our executive culinary team is proud of our cuisine, and how it’s staged, so there’s no need to hide it behind chafers. Knowing that your guests “eat with their eyes,” we’ve replaced the use of traditional, boring “buffet lines” with bountiful harvest tables, ornately tablescaped to ensure that the integrity of our flavor profiles are intact while simultaneously inducing your guests to take photos of the food displays.



CLUB LEVEL

EXPERIENCE WORLD-CLASS CATERING COMBINED WITH THOUGHTFUL PLANNING, DELICIOUS CUISINE AND PROFESSIONAL AND ACCOMMODATING SERVICE.

From private lounges to unforgettable social events, RS3 offers a variety of unique and distinct premium hospitality experiences to showcase your events and social gatherings. Our talented cache of chefs and industry professionals have extensive experience providing elevated premium services at private clubs and lounges with high-end clientele.

But our institutional knowledge and premium club experience doesn't end there. Our core leadership executives were personally responsible for the management, direction, and execution

of the exclusive high-level donor clubs at both the University of Texas – including the Touchdown Club, Centennial Club, Champions Club, End Zone Club, Stadium Club, Courtside Club, and famous Burnt Orange Room; and Wake Forest University – which includes the famed Deacon Club and the uber-elite Moricle Society.

In short, we are well-versed at all levels of our organization with the customizing advanced culinary experiences for your premium clientele. Our rotating Chef's Tables are certain to be photogenic and Instagram-worthy!



CONCOURSE BRANDING

THIS IS YOUR HOUSE AND OUR BRANDING PROGRAM RETURNS IT TO IT'S RIGHTFUL OWNER

With a diverse portfolio of concessions venues that include baseball stadiums in three different states from Florida to California, football stadiums, golf courses, hockey and concert arenas, basketball arenas, professional soccer pitch, and an expo center rodeo, RS3 Strategic Hospitality has had the privilege of serving the full spectrum of patrons and guests.

Our vision for operations is simple – to replace the transaction with an experience by combining the world-famous Southern hospitality with the legendary Ryan Sanders brand of excellence, and to provide innovative and creative services to spectator sports venues across the country. And that vision starts at the concession stand, or rather what we call “restaurant storefronts.”

We've applied that same philosophical approach to all of our restaurant storefronts, eliminating the “pre-wrapped” approach to the sporting event food experience. With a chef-infused storefronts menu that is always fresh, it is important that we market our products accordingly. All of our hot dogs are served fresh off the grill and placed in vessels that help market its premium quality to other fans in the stadium. In much the same way that fine-dining establishments are moving away from the traditional round plate to more eclectic options, we use a variety of unique platescapes vessels that help us continue telling our story...even after it leaves the point of purchase.





RESTAURANT STOREFRONTS VS. CONCESSION STANDS

RS3 has built its business one client at a time and has garnered a reputation for being industry disruptors. Worthy or not, we humbly accept the label and will continue to challenge the status quo thought patterns of our larger, more traditional competitors in our space. Because you see, they established the traditional, and when they talk “change” and “revolutionary” they really deliver a variation of their established traditions. So you’re still going to get a concession stand, but now it’s an “exciting, new, award-winning (fill-in-the-blank) interpretation”...of a concession stand... which is part of an overall concession stand environment.

The problem with this model is that it assumes that fans will leave their everyday buying habits at the door of the stadium. In the 24 hours leading up

to your event, they used their device to order a pizza or scanned their own groceries at Walmart or strolled through an entertainment district before dining at a trendy bistro...and they have zero interest in the evolution of your concession stands. They want to buy your product in an environment that is familiar and comfortable to them. Anything less, creates friction.

As consumer behavior evolves, so must our products, aesthetics and methods of delivery. Our “Storefronts over Stands” approach brings familiarity to our sales locations and communicates our offer in comfortable, everyday language and is one component in our effort to sell our product in ways that people are used to buying it.

“WE DON’T CONSIDER IT TO BE REVOLUTIONARY,”

says RS3 President Jay Kudla.

“EVOLUTIONARY, MAYBE. IF YOU DON’T EVOLVE, YOU DISSOLVE AND BECOME IRRELEVANT.”

THE FINANCIAL IMPACT OF BRANDED RESTAURANT STOREFRONTS VS. TRADITIONAL CONCESSION STANDS



YEAR-OVER-YEAR PER CAPITA IMPROVEMENT
IN RS3'S FIRST YEAR OF OPERATION

VALUE-ENGINEERING & FACILITY DESIGN

Great food and great service start with the basics – functional and serviceable equipment and back-of-house designs. We know every dollar is important, and our approach to maximize capital expenditures means your valuable time and resources will be spent elsewhere.

However, all too often in the sports & entertainment industry, new culinary concepts prove unsuccessful due to a lackluster approach in how these new concepts are “branded.” It is especially important in stadiums and arenas, where the term “concessions” conveys an institutional approach to foodservice rather than chef-driven strategic hospitality.

+++++

IN 2019 THE PENSACOLA BLUE Wahoos ASKED RS3 TO VALUE-ENGINEER THE EXISTING CONCESSION STANDS BY LEVERAGING THE SAME BACK-OF-HOUSE PRODUCTION LINE, WHICH QUADRUPLD THE MENU DIVERSITY, CREATED MULTIPLE BRANDED STOREFRONT CONCEPTS, AND RESULTED IN AN IMMEDIATE 34% INCREASE IN THE PER CAPITA SPENDING OUR VERY FIRST YEAR REPLACING THE INCUMBENT CONCESSIONAIRE.



BEFORE



AFTER

34%

PER CAPITA IMPROVEMENT
OVER PREVIOUS YEAR

PORTABLES

In areas that may require alternatives to fixed serving locations, portables like the hot well cart shown on this page may be implemented. The cart offers the ability to serve hot and fresh fare, can be branded to fit any theme, and includes a digital menu board to offer max flexibility while offering opportunities to further branding or sponsorships.

Each portable unit would require a minimum of 3 connections. If multiple units are “butted up” next to each other, the number would need to multiply by number of carts.

- + Two connections for POS, depending on size of unit.
- + One connection for digital menu board.

These portables are rated for outdoor use (120/208 volt, 30 amp, single phase), utilize a 14-30R outlet to power the cart, and include a 10-foot long cord with NEMA 14-30P plug.





For data requirements, three connections to a dedicated private network would suffice. A dedicated hard wire connection would be recommended.

Where appropriate, portables may be utilized to promote efficiency, eliminate wait times, and ensure optimal point-of-sale ratios. Our solution would aim to strike a balance between the desire for a fixed setup and the practicality of adapting to evolving demands.

Although the final quantity of portable kiosks will ultimately vary depend on a number of variables, we are prepared to recommend a combination of food-themed kiosks and craft beer portables to fit any space.

Working closely with our portable design company, ikoniq, we have the capability to create custom kiosks that represent not only iconic brands and culture, but also the same culinary artistry from our chef driven menus found elsewhere in the stadium. These renderings are a small sample of past portable kiosk projects.



GREEN PROGRAMS & SUSTAINABILITY

GOING GREEN FOR LEANDER!

RS3 REMAINS COMMITTED IN OUR CONTINUED EFFORTS TO MAKE SUSTAINABILITY A TOP PRIORITY WITH EACH NEW PARTNER AND VENUE

This includes reducing the carbon footprint in our operations, where the purchasing team procures only compostable or recyclable ecofriendly service ware. Our culinary team sources local produce, plant-based offerings, and naturally raised proteins. We have deep ties to local farms, including Nolan Ryan Beef and 44 Farms, and we work diligently with local food banks to further eliminate waste.

And to advance the sustainability efforts at your stadium even further, we will be partnering with sustainability consultant Eco Evolutions (<https://www.ecoevolutionsllc.com>) for in-depth training and specific guidelines creation for event venues.

Our teams have partnered with organizations such as **Central Texas Food Bank, Goodr, Copia and Waste Management** to reduce our overall footprint, promote environmental stewardship and increase community involvement.

RS3 installs compost programs in the markets that have resources and outlets which leads to actual tons of food waste not hitting landfills. Our food donation programs ensure that consumable food is a resource for those in need. Companies like Goodr and Copia have extensive networks of food banks, non-profit organizations and shelters and are adept at finding a secondary purpose for food that would otherwise be discarded.

REDUCING OUR CARBON FOOTPRINT

WE ARE DEEPLY COMMITTED TO REDUCING OUR CONTRIBUTIONS TO CLIMATE-ALTERING EMISSIONS AND PROMOTING SUSTAINABILITY THROUGHOUT OUR OPERATIONS

One of our key strategies to address this commitment is our proactive approach to purchasing locally sourced products. This initiative not only aligns with our sustainability goals but also allows us to have a measurable impact on reducing our carbon footprint.

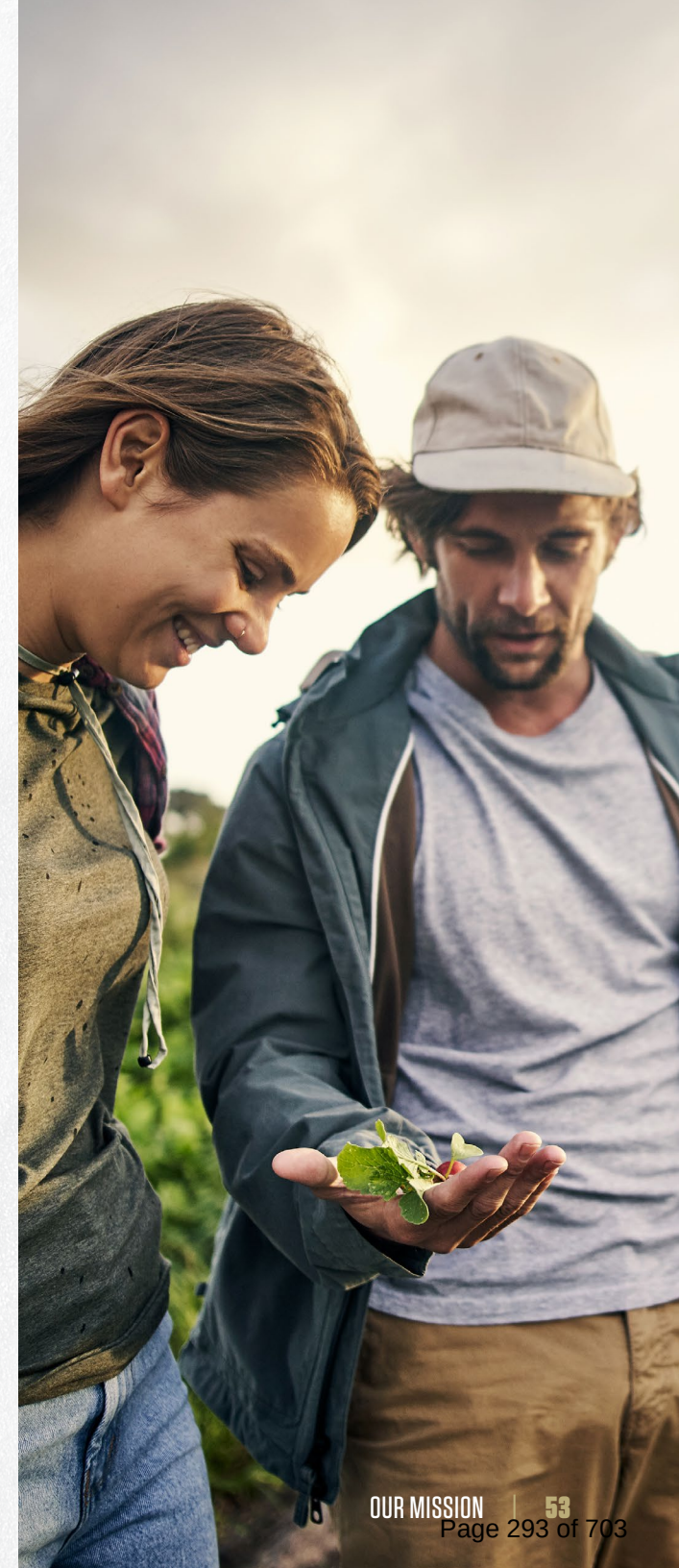
Our commitment to local sourcing extends to a wide range of products, including fresh produce, meats, and dairy, whenever feasible. By prioritizing local suppliers, we reduce the transportation distances required for these products, significantly lowering greenhouse gas emissions associated with long-distance transportation. This approach not only benefits the environment but also supports local farmers and producers, fostering stronger connections within our communities.

In addition to local sourcing, we continually assess and improve our supply chain to identify opportunities for reducing emissions. This includes optimizing transportation routes to minimize mileage, adopting energy-efficient equipment and technologies in our kitchens, and implementing waste reduction and recycling programs. These efforts are not only environmentally responsible but also contribute to cost savings, creating a win-

win situation for both sustainability and business performance.

As part of our commitment to the surrounding community of our client partners, we actively source local foods and ingredients for a true Farm-to-Table experience. Our main distributor US Foods made this same commitment, announcing a new initiative that will assist us to identifying over 10,000 local and regional ingredients through a cutting-edge online ordering system that will quickly determine if a product is available locally – including the location of the grower or manufacturer, distance from the supplier to the distribution center and detailed product information. It is an industry-leading approach that provides transparency about our product sourcing and promotes local options to your fans.

As part of our commitment to sustainability, we are exploring additional measures, such as energy-efficient kitchen equipment, waste diversion programs, and renewable energy sourcing, to further reduce our carbon emissions. We actively engage with industry organizations and experts to stay updated on the latest advancements and best practices in sustainability.



DATA & TECHNOLOGY

WHEN WE SELECT A POINT-OF-SALE SYSTEM, WE HAVE A WIDE RANGE OF CHOICES.

Our operations team has worked with all of the manufacturers currently active in the concession space and we remain agnostic in our approach to all. When asked if we have a preference, our answer is always the same –

“UNTIL A SINGLE SYSTEM ADDRESSES ALL THE NEEDS OF EVERY CLIENT, WE’LL ALWAYS PREFER THE ONE SYSTEM THAT BEST ADDRESSES THE NEEDS OF A SINGLE CLIENT.”

Before we select a partner for a location, we do a deep dive into the facility infrastructure, the current needs and future aspirations of the client and all stakeholders. We also consider ‘doomsday’ scenarios, how to safeguard against a system failure, limit the downtime if there is an event and always ensure that all data we handle is secure.





SAVE TIME. SKIP THE LINE.

The sEATz platform provides fans a seamless connection to concessions and merchandise for sports and entertainment venues. We give fans various ways to order that include mobile ordering with in-seat delivery and express pick up options, self-serve kiosks and mobile server handheld devices.



MOBILE ORDERING

Ordering from the palm of your customers' hands



EXPRESS PICK-UP

Designated stations for fans to quickly grab their order



DELIVERY

In-seat delivery



KIOSKS

Self-serve kiosks that give kitchen staff tickets to quickly make custom orders



KEEP FANS CHEERING IN THEIR SEATS

sEATz was developed to be a frictionless experience through integrations with ticketing platforms, POS systems, and other key partners. By supporting the operators that focus on experience, sEATz ensures that the fans never miss a moment!

FAN ADVANTAGES



SAVE TIME

Skip the line. Not the game. Fans use mobile ordering to enjoy the game or concert



SCHEDULED ORDERING

Fans can choose what time to get their order



QR CODE ACCESSIBLE

Fans do not need to download an app, just scan and start to order



ACCESS TO PROMOS

Give fans promotions to get exclusive discounts when they use mobile ordering

INFO@RIVALRYTECH.COM

WWW.RIVALRYTECH.COM



Rivalry Technologies, Inc. also developed myEATz, a robust mobile ordering platform for food, drinks, and gift shops in healthcare, business dining, and hospitality facilities.

RIVALRY TECH

Rivalry Tech's sEATz platform is a tool specifically designed to streamline concession services in sports and entertainment venues. This technology offers fans a plethora of ordering options, including mobile ordering with the convenience of in-seat delivery, swift pick-up alternatives, self-serve kiosks, and orders through servers equipped with handheld devices.

Our vision to leverage the sEATz platform drastically reduces wait times, enabling higher throughput and fostering a more sanitary in-stadium dining environment. By incorporating this multi-platform software, we envision a seamless and enriched experience for every fan, ensuring that focus remains on the exhilarating action on the field rather than the logistics of refreshment.

DATA ANALYTICS

BUSINESS INTELLIGENCE

We are fully aligned with the concept of measurement to drive performance, and of leveraging cutting-edge technology to improve metric granularity.

Like you, our objective is to execute our hospitality services in such a way as to:

- + DELIGHT AND SURPRISE YOUR FANS
- + MAXIMIZE YOUR RETURNS
- + REINFORCE YOUR BRAND

We share your belief that a unified system of KPIs will effectively align our interests and assure the degree of transparency demanded by the groundbreaking level of excellence and collaboration we are each seeking to forge. Ryan Sanders continues to use data analytics to shape our capabilities in all facets of the customer service/hospitality industry. We conduct numerous consumer surveys to better subdivide our fans into segments based on experience, need, demographics and purchasing behavior. We work closely with our purveyors and partners to develop specific concepts, programs, signature items and value offerings to deliver better returns.

Our unique approach is actually quite simple – we pride ourselves on doing things The Right Way and we continue to identify new ways of leveraging our Business Intelligence to make operational improvements. And due to our diverse background in Event Operations and Sports & Entertainment, this business intelligence is not limited to just the food and beverage scope. Our Baseball, Entertainment and Merchandise divisions allow unique perspective that is unmatched in Hospitality.

SMART DATA & EVENT REPORTING DASHBOARD BENCHMARKING

Our core leadership team reviews, tracks and adjusts key decision making using a daily review of our operations. This review comprises several basic Components.

SMART DATA

One of the major shortcomings to utilizing just “Big Data” from programs such as Everest is its inability to forecast trends. In essence, Big Data is great at capturing information regarding “What is happening,” but it is ill-suited to describe “Why it’s happening,” much less “What We Should Do About It.”

To be a true strategic partner we need to integrate the hard data detailed in the sections below with other key performance information. There are four critical areas that we focus on in order to truly connect with your fans, and drive your returns.

All operators focus on the first two, and we’re no different. In the sections below, and throughout the rest of this report, we go into great detail regarding the first two, Financial Success, Financial Reporting and Operational Performance. However, what we add to give greater dimension to our understanding of not only “what” is occurring, but “why” can be classified into two additional sections:

BRAND IDENTITY

This measures the degree we are celebrating and fostering your brand identity, both internally and externally. This includes factors such as community outreach, sustainability, local “flare” and “feel”, positive media mentions, service area aesthetics, improved graphics & packaging and retail cosmetics.

CONNECTION

This captures our ability to engage and connect with your fans through our activity and is primarily based on fan feedback surveys, an aggressive mystery shopper program, in-house qualitative audits, social media interaction and the unique utilization of season ticket database information.

EVENT DASHBOARD

Our reporting is some of the most detailed and granular of any in the business, and continues to evolve with technological advancements, palate changes and industry trends. Our General Managers are required to conduct post-event and/or bi-weekly Business Review meetings with all of our partners in order to discuss financial/operational recaps, future plans, recent misses and areas requiring improvement. The following is a list of standard Dashboard reports in the RS3 daily operations:

- + PER CAPITA ANALYSIS
- + SALES BY EVENT MODEL
- + TRANSACTION TIMES & SPEED OF SERVICE
- + ACTUAL VS. FORECASTED RESULTS
(BOTH SALES AND SPECIFIC EXPENSES)
- + NEW INITIATIVE TRACKING
- + BUDGETING
- + VENUE VS. VENUE COMPARISONS
(BOTH PER CAPITA, NET SALES AND ATTENDANCE)
- + REAL-TIME FORECASTING
- + SALES MIX TRENDS
- + DISTRIBUTION TRENDS (I.E. 10 YEAR SHIFT TO “COOL” PRODUCT)
- + STATISTICAL ANALYSIS
- + SALES BY TIME SEGMENTS
- + SALES BY MEDIA TYPE (MEDIA TOTALS)
- + UNIT SALES & SALES BY CATEGORY
- + WEIGHTED UNIT SALES
- + MARKET SHARE BY “ZONE”
- + UNITS PER THOUSAND ANALYSIS



SALES

Sales forecasting is an on-going perpetual process that is updated daily. Sales for each event are initially forecasted during our budget process before the fiscal year begins, and then updated on a weekly basis to account for ticket sales, weather, industry trends, tour updates, etc. Our department managers use these forecasts to plan and execute the event included labor cost, cost of goods and variable operating expenses. A post event analysis process includes populating the remaining forecast for the operating week, month and year with actual, real time event data as well as downstream updates for pending events.

COST OF SALES

Included in the month end process is inventory management, and the standard inventory-to-cash reconciliation that is used when conducting inventory valuations. RS3 requires a period end inventory for all units to determine the period cost of goods. This data is then cross-references against calculated perfect cost analyses on the actual weighted unit sales to identify any outlier data. All variances, both positive and negative, are analyzed to ensure that costs are accurately stated, and that any necessary operational improvements are vetted.





MYSTERY SHOPPER - BUSINESS EVALUATION SERVICES

ON-SITE MYSTERY SHOPPING IS ONE OF THE MOST TRADITIONAL AND EFFECTIVE METHODS FOR GATHERING FEEDBACK ON YOUR GUESTS' EXPERIENCE

While we certainly expect to provide an exceptional experience to your customers, we know its very important to validate that our processes and procedures are delivering the "Operating +1" commitment that we are providing to you and your fans.

We value the feedback of our customers and want to ensure that we deliver a consistent quality product 100% of the time. In order to validate this, we believe that conducting brief surveys of our customers along with a "mystery shoppers" program can help us ensure that we are keeping our commitment to you.

We will involve you in planning the execution of both of these programs so that we jointly can get the best data possible to make any changes or corrections if necessary.



01

WE'VE BEEN IN YOUR POSITION

The Mystery Shopper Services leadership team includes the founders of the most reputable customer service evaluation providers in North America - Business Evaluation Services, BMA, and Customer 1st. Each one brings success in creating and sustaining service cultures to owners and managers in hospitality, retail, banking, electronics, e-commerce, manufacturing, and more.

02

PROVEN LEADERS IN GUEST SERVICE MEASUREMENT AND SERVICE CULTURE DEVELOPMENT

We offer a full range of services proven to drive your sales up and develop a 5-star service culture - mystery shopping, guest satisfaction measurement services, competitive price analysis, customer service training programs, compliance audits for all industries, and strategic Customer Experience Management consultation. We help you create and implement an on-going strategy that will have a direct return on investment.

03

700,000+ EXPERIENCED MYSTERY SHOPPERS

With 700,000+ experienced mystery shoppers, hand selected and deployed through our powerful web platform, we can service any location in the US, Canada, Puerto Rico, and pretty much anywhere else in the world.

04

A DEDICATED MYSTERY SHOPPING SERVICES TEAM FOR EVERY CLIENT

A dedicated Account Executive, Data Specialist, and Project Manager is assigned to a) customize a questionnaire, b) craft your service culture improvement program, and c) ensure that the data is actionable, accurate and delivered in customized reports, with the highest levels of integrity and security.

05

24/7, CUTTING EDGE DATA ON THE STATE OF YOUR BRAND

Executive summary reports, real-time data, graphical analysis, audio files and more arrive through one elegant, easy-to-navigate Client Dashboard. View graphs, charts, and rankings as well as question-by-question raw data from mystery shops, audits, and all other tools.

EVENT INFORMATION & REPORTING



EVALUATION #
2594446
03-06-2020
SURVEY: DELL DIAMOND VIDEO
002
 Dell Diamond
 3400 E Palm Valley Blvd
 Round Rock TX 78665 US
 Location: Dell Diamond

YOUR SCORE
100%
 226/222 points

COMPANY RANK YTD
1/1

THIS SCORE VS LOCATION YTD

 100% This Evaluation 100% YTD Average

LOCATION VS COMPANY YTD

 100% YTD Average 100% YTD Average

AVGS & SHOP COUNTS
 Location avg (1) 100%
 Company avg (1) 100%

SECTIONAL SCORES
 Parking : (11/11) 100%
 Will Call : (18/18) 100%
 Security : (14/14) 100%
 Ticket Scanner : (15/15) 100%

SECTIONAL CHANGE

Section	This Evaluation	Last Evaluation	+/-
Overall	100%	--%	--%
Parking	100%	--%	--%
Will Call	100%	--%	--%
Security	100%	--%	--%
Ticket Scanner	100%	--%	--%

TREND VS. LEVELS

MGR CHANGE REQUEST
 Add

MGR CHANGE REQUESTS

QUESTION	SCORE	ANSWER
Date shop performed		3/6/2020
Time of shop		1:00 PM
Video Link		Click Here to View Video
SEAT LOCATION		
Section		test
Row		test
Seat		test
PARKING 100% (11/11)		

2023 Food and Beverage Summary							
Concessions Events	Rate	Food	NA Bev	Water	MB Sales	BW Sales	Total
RS3 Sales		282,983.04	50,080.65	79,718.74	833,368.81	547,021.77	1,793,173.01
Less: Sales Tax on RS3 Sales	8.25%	(21,566.84)	(3,816.77)	-	(63,513.10)	(41,689.88)	(130,586.58)
Less: MB Gross Receipts Tax	6.70%	-	-	-	(51,580.33)	-	(51,580.33)
Net Sales - RS3 Best Ring		261,416.20	46,263.88	79,718.74	718,275.38	505,331.89	1,611,006.09
Hawking Sales		16,641.00	-	9,920.00	-	264,663.00	291,224.00
Less: Sales Tax on Hawking	8.25%	(1,268.25)	-	-	-	(20,170.62)	(21,438.87)
Less: Commission to Hawker	21.50%	(3,305.14)	-	(2,132.80)	-	(52,565.86)	(58,003.80)
Net Sales - Hawking		12,067.61	-	7,787.20	-	191,926.52	211,781.32
Food Vendor Sales		1,661,846.40	-	-	-	-	1,661,846.40
Less: Sales Tax on Food Vendors	8.25%	(126,653.42)	-	-	-	-	(126,653.42)
Less: Commission to Vendor	60%	(921,115.79)	-	-	-	-	(921,115.79)
Net Sales - Food Vendors		614,077.19	-	-	-	-	614,077.19
Total Gross Sales		1,961,470.44	50,080.65	89,638.74	833,368.81	811,684.77	3,746,243.41
Less: Sale Tax	8.25%	(149,488.51)	(3,816.77)	-	(63,513.10)	(61,860.50)	(278,678.88)
Less: MB Gross Receipts Tax	6.70%	-	-	-	(51,580.33)	-	(51,580.33)
Less: Commissions Paid		(924,420.93)	-	(2,132.80)	-	(52,565.86)	(979,119.59)
Net Sales - Concessions		887,561.00	46,263.88	87,505.94	718,275.38	697,258.41	2,436,864.61

2023 Food and Beverage Summary						
Concessions Events	Food	NA Bev	Water	MB Sales	BW Sales	Total
RS3 Sales - Bypass	282,983.04	50,080.65	79,718.74	833,368.81	547,021.77	1,793,173.01
Vending Sales	16,641.00	-	9,920.00	-	264,663.00	291,224.00
TPV Sales	1,661,846.40	-	-	-	-	1,661,846.40
Subtotal Concessions	1,961,470.44	50,080.65	89,638.74	833,368.81	811,684.77	3,746,243.41
Subtotal Less Sales Tax	1,811,981.93	46,263.88	89,638.74	749,855.72	749,824.27	3,467,564.53
TABC Gross Receipts Tax				(51,580.33)	-	(51,580.33)
Back to TPV	(921,115.79)	-	(2,132.80)	-	(52,565.86)	(975,814.45)
Net Sales - Concessions	890,866.14	46,263.88	87,505.94	718,275.38	697,258.41	2,440,169.75
Attendance	115,000			Conc PerCap		32.58
Catering Sales	-	-	-	-	-	-
Third Party Catering Sales	-	-	-	-	-	-
Subtotal Premium	-	-	-	-	-	-
Subtotal Less Sales Tax	-	-	-	-	-	-
TABC Gross Receipts Tax	-	-	-	-	-	-
Net Sales - Premium	-	-	-	-	-	-
Attendance	115,000			Cater PerCap		-
Total Sales	1,961,470.44	50,080.65	89,638.74	833,368.81	811,684.77	3,746,243.41
Attendance	115,000			Total Per Cap		32.58

SAMPLE EVENT & FLASH REPORTS

REPLACING THE TRANSACTION
WITH AN EXPERIENCE

HIGH-PROFILE VENUES



OUR PREMIUM CATERING CLIENTS

OUR CORE PRINCIPLE IS THAT EACH CLIENT IS UNIQUE, AND WE ARE DEDICATED TO TAILORING OUR SERVICES TO MEET THEIR SPECIFIC NEEDS

Our chef-driven menus prioritize innovation and feature locally sourced, high-quality ingredients. We work in close partnership with our clients to create menus that are not only delectable but also align with dietary requirements. Our pricing remains competitive while ensuring a premium dining experience.

Our well-trained in-house catering team is committed to delivering top-notch service, attending to every detail, from food presentation to service quality.



A HOME RUN FOR THE HOME TEAM

DELL DIAMOND
ROUND ROCK EXPRESS



Dell Diamond

As the exclusive hospitality provider at Dell Diamond, RS3 operates seven permanent, uniquely-branded proprietary storefronts, with concepts developed by our design and culinary teams. This accounts for over 40 permanent points-of-sale, which we supplement with an additional 30 portable points-of-sale and hawkers.

We also serve premium clientele in 31 luxury suites with a first-class menu that offers more than just traditional stadium fare, as our chefs prepare items à la minute in front of our guests on volcanic lava rock or Himalayan salt slabs. The Hall of Fame Grille, located inside the Intel Club, is our exclusive table-service restaurant which features unique spins on baseball favorites, each presented in its own eclectic vessel. We also provide in-seat service for select sections of the stadium.

RS3's "Grilled Cheese Dog" was runner-up in the 2014 MiLB Food Fight. In 2016 RS3's "Lava Rock Fire & Ice" package took first place. Our "Charred Romaine Salad" won in 2017.



WINNER OF
"TOP 10 BASEBALL
PILGRIMAGES"
BY USA TODAY

DELL DIAMOND



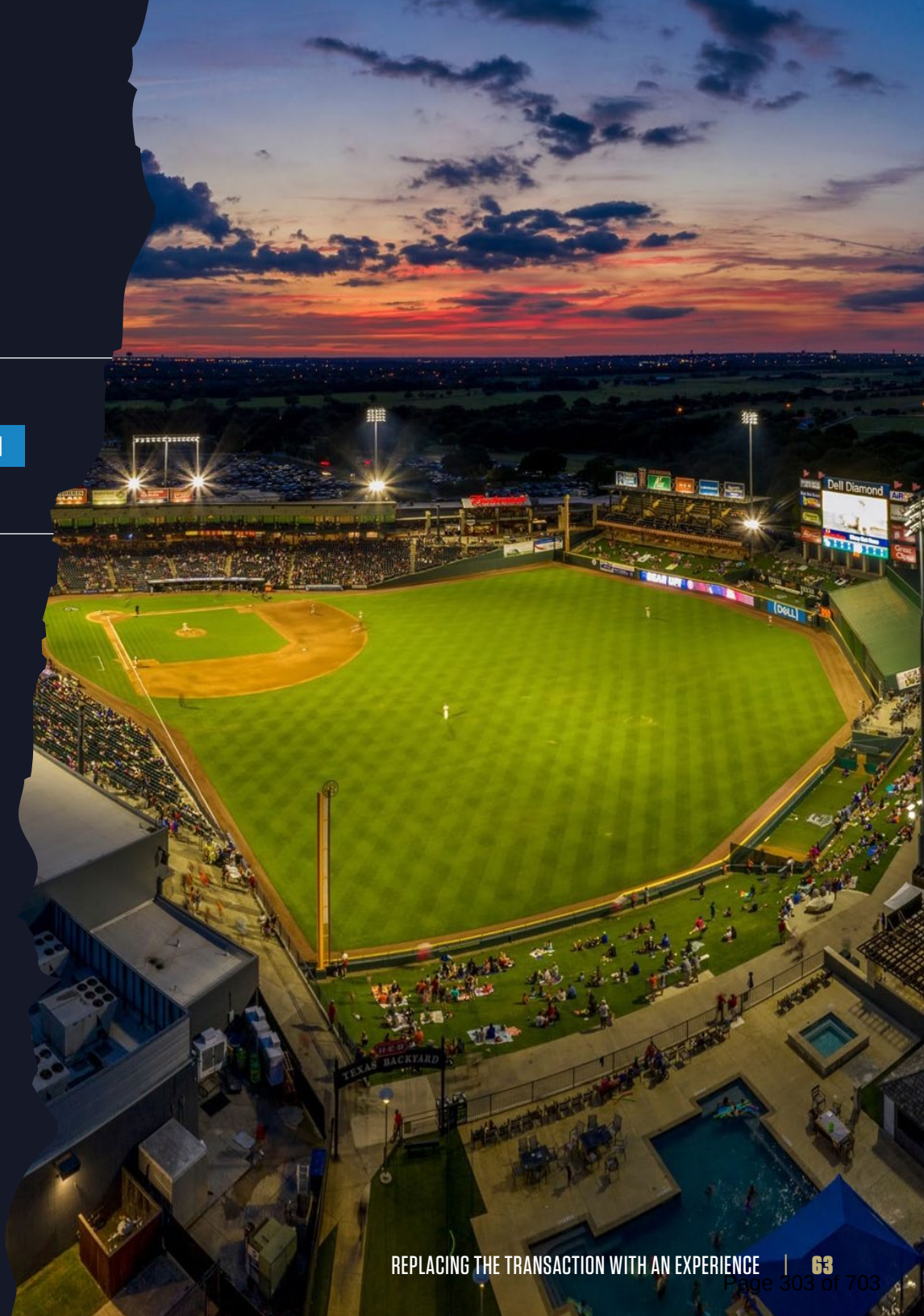
RUNNER-UP FOR
"BEST FOOD IN
BASEBALL" BY
MiLB.COM

DELL DIAMOND



2016 MiLB
FOOD FIGHT
WINNER BY
MiLB.COM

ROUND ROCK
EXPRESS



WHERE ENTERTAINMENT MEETS EXCELLENCE

CHOCTAW STADIUM

REV ENTERTAINMENT, TEXAS RANGERS



Since its opening in 1994, Choctaw Stadium (formerly Globe Life Park in Arlington) has been the site of numerous major sports and entertainment events, including the 2010 and 2011 World Series, the 1995 MLB All-Star Game, and live concerts featuring Billy Joel and Paul McCartney.

Home to the Texas Rangers for 26 seasons (1994-2019), Choctaw Stadium was reconfigured to a multi-purpose venue in the fall of 2019. Since that time, it has been the site of XFL pro football, MLS NEXT Pro soccer, Dallas Jackals Major League Rugby, more than 75 college and

Texas UIL high school football games, and numerous other entertainment events.

RS3 Strategic Hospitality partnered with REV Entertainment in 2023 to become the stadium's official hospitality provider. As part of RS3's mission to elevate the public's culinary experience inside and outside the facility, new signature brands were installed with each menu thoughtfully crafted to provide a new degree of value, variety and cuisine to guests.

CLIENT REFERENCE:

SEAN DECKER, PRESIDENT REV ENTERTAINMENT

817.533.1810

SDECKER@REVENTERTAINMENT.COM



IMPROVEMENT OVER
PREVIOUS YEAR





To Whom it May Concern:

I am writing in reference to your review of RS3 as your new hospitality vendor at your facility. I would highly recommend Reid, Jay and the entire RS3 team. I have had a relationship with their senior leadership team for the better part of the last 15 years and have seen firsthand their exemplary approach. They are the best in class in so many ways.

Approximately one year ago we set out to explore new options for hospitality at Choctaw Stadium. After a comprehensive search and a detailed process, we ultimately selected RS3 to take over from a 30-year partner. Their thoughts to re-envision our approach, commit to our shared partners, and elevate the experience ultimately led us to select them.

Since selection, we have been thrilled with the partnership. RS3 made drastic changes to our concessions offering and really enhanced our premium experience. The difference has been night and day.

This alone would be sufficient basis for my recommendation. However, I would be remiss to stop there. Beyond their performance, they are highly accountable, overly communicative and operate with the highest integrity. It is these factors that lead me to give my full endorsement. I am confident if you select RS3 you will be beyond satisfied with their performance and your relationship.

If you have any questions, please don't hesitate to contact me at sdecker@reventertainment.com or on my cell at (817)528-0804.

Respectfully,

Sean Decker

President, REV Entertainment

✉ sdecker@reventertainment.com
☎ 817.533.1810
📍 734 Stadium Dr.
Arlington, TX 76011

TRANSFORMING THE ARENA DINING EXPERIENCE

COMERICA CENTER

DALLAS STARS, TEXAS LEGENDS



Home to the NHL's Dallas Stars Executive Offices and the Texas Legends, the Dallas Mavericks' G-League affiliate, Comerica Center is a multi-purpose arena in Frisco, Texas that seats up to 6,000 people and features amenities such as a state-of-the-art sound system, three 11'X19' HD video screens, 12 suites and a private lounge area.

The venue hosts a variety of sporting events, concerts, family shows and trade and corporate conventions. Its versatility and intimate environment creates an environment that allows patrons to get the full experience of every event, while simultaneously providing an ideal venue for entertainers. Comerica Center

welcomed more than 250,000 people through its doors this past year alone, with signature events that included the Harlem Globetrotters, Cirque Du Soleil, and the Men's and Women's Lone Star Conference Basketball Championship.

In addition to managing all hospitality operations within the offices and arena, RS3 also made significant renovations to the storefront level. The renovations featured state-of-the-art strategic hospitality services specifically tailored to highlight the unique atmospheres of each event.

CLIENT REFERENCE:

BRAD ALBERTS, PRESIDENT DALLAS STARS

214.387.5673

BALBERTS@DALLASSTARS.COM



IMPROVEMENT OVER
PREVIOUS YEAR





December 1st, 2018

RE: Dallas Stars Partnership with RS3

I am pleased to offer my fullest recommendation on any firm, franchise or venue looking to partner on “big-picture” projects with Jay and RS3 Strategic Hospitality. Since 2015, RS3 has been providing design, renovation, concessions, and premium services for both the Dallas Stars and Texas Stars at multiple venues. Jay and his team have consistently improved our overall brand at each venue they’ve taken over, immediately making positive impacts when compared to the previous food and beverage operators they replaced.

DESIGN

Having successfully redesigning and renovating the concession operations at both the H-E-B Center in Cedar Park and our franchise headquarters at Dr. Pepper Arena in Frisco, we approached RS3 to overhaul an existing 4,000 square foot warehouse space for the purposing of renovating and constructing a new restaurant and bar concept for our premium clientele. RS3 and their design partners at M3 quickly responded to our needs and are actively value-engineering the footprint for maximizing profitability, exposure and brand integrity. We are excited about their current progress.

CONCESSIONS

Struggling from below-average foodservice and creativity, we made a change in hospitality providers to RS3 at both the arena in Cedar Park, TX (2015) and our headquarters in Frisco, TX (2018). RS3 created brand new restaurant storefronts at both venues, with creative menu-engineering that has increased per capita spending and resulted in positive fan feedback. We saw a 90% jump in the per cap for the very first game that RS3 took over at Dr. Pepper Arena.

PREMIUM SERVICES

RS3 provides catering services to 36 suites, 3 meeting rooms, multiple backstage green rooms, team locker rooms, and the new warehouse space that they are currently redesigning into a premium space. Their ability to tablescapes in any scenario or event has elevated our culinary program significantly.

Sincerely,

Brad Alberts
President, Dallas Stars
214-387-5673

DALLAS STARS HOCKEY CLUB



2601 AVENUE OF THE STARS | FRISCO, TX | 75034 | 214.387.5500 | DALLASSTARS.COM

EVERY LAP, EVERY BITE, A CULINARY TRIUMPH

CIRCUIT OF THE AMERICAS

FORMULA ONE U.S. GRAND PRIX, GERMANIA INSURANCE AMPHITHEATER



Circuit of The Americas is a multi-purpose facility that hosts the most prestigious racing events in the world, including the Formula 1 United States Grand Prix™. It is the first purpose-built Grand Prix facility in the U.S.

Built around a state-of-the-art 3.4-mile circuit track with capacity for 120,000 fans and an elevation change of 133 feet, the facility is designed for any and all classes of racing – from motor power to human power. Circuit of The Americas is ideally

situated on a 1,000-acre site in Southeast Austin, approximately two miles from Austin-Bergstrom International Airport, with scenic views of downtown.

CLIENT REFERENCE:

ANNA PANOSSIAN, CFO CIRCUIT OF THE AMERICAS

512.496.8302

ANNA@THECIRCUIT.COM



IMPROVEMENT OVER
PREVIOUS YEAR





July 8, 2016

RE: Recommendation of RS3

I am pleased to write this recommendation letter as my personal and professional endorsement of RS3 as an outstanding business partner. As the exclusive food & beverage provider for Circuit of The Americas and Austin 360 Amphitheater, RS3 services some of the largest sports and entertainment events in the United States. They are more than a third-party vendor, they are truly a valued partner and tremendous asset to the day-to-day operations of the home to Formula 1 in the United States.

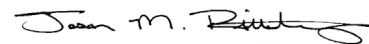
Since my earliest involvement with the RS3 management team, I have found their company to be world class in many ways. From the ownership group down they are focused on providing an outstanding quality product, surpassing the guest's expectations and meeting the financial goals of the client. Their personal commitment to ensuring successful events continuously exceeds our expectations. Whether it's a small private event with upscale catering for 100 people or the United State Grand Prix with 140,000 fans, RS3 has delivered and represented our brand well.

They seek to understand the specific needs of our venue and each event, provide the equipment and staffing required to meet the demand of the event and ensure each team member is trained for that event at our venue. This proven process allows RS3 to deliver an outstanding guest experience at every event.

The company, ownership and management team each hold a fantastic reputation in the sports industry as a partner willing to do whatever is necessary for their clients and the guests. For the aforementioned reasons, I would highly recommend them as a partner for your venue.

If I can answer any questions or provide additional information, please contact me directly at (615) 358-8388.

Sincerely,



Jason M. Rittenberry, CFE
Chief Strategy Officer



9201 Circuit of The Americas Blvd
Austin, TX 78617
circuitoftheamericas.com

SPEAK SOFTLY AND CARRY A BIG (PRETZEL) STICK

RIDERS FIELD

FRISCO ROUGHRIDERS



The Frisco RoughRiders are the Double-A affiliate of the Texas Rangers. The team was founded in 2003 and has finished first among all Double-A franchises in attendance for 15 consecutive seasons (2005-2019).

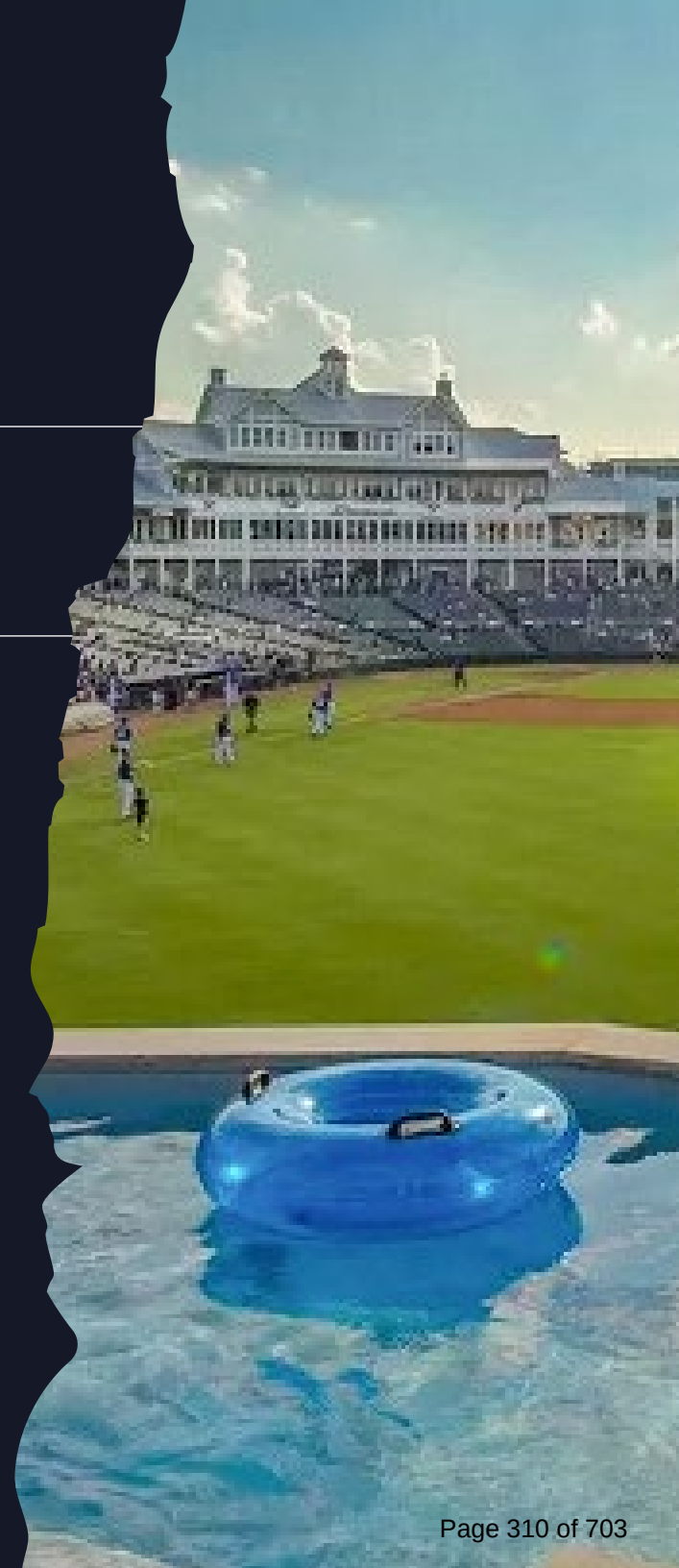
In August 2014, the RoughRiders were purchased by an ownership group led by Chuck Greenberg. Since then, the new ownership group, together with the City of Frisco, has spearheaded numerous major franchise enhancements, investing over \$8 million in a wide array of facility upgrades and improvements, including a state-of-the-art HD video board, sound system, Bull Moose Saloon, InTouch

Grille, Riders Outpost Team Store and the world's largest water feature in a sports facility, the massive Lazy River. These enhancements earned the Riders and the City of Frisco Ballpark Digest's prestigious "Best Ballpark Renovation" award for two consecutive years (2015 and 2016).

In 2022, RS3 Strategic Hospitality became the official hospitality provider for Riders Field and made an immediate impact in our first year of operation. Riders Field saw a 98% per capita improvement over the previous year while expanding and elevating the culinary experience for guests.



IMPROVEMENT OVER
PREVIOUS YEAR





September 15, 2022

To Whom It May Concern:

It is my pleasure to submit this letter of reference for RS3 Strategic Hospitality.

In the Fall of 2021, the Frisco RoughRiders opened a search for a new food and beverage provider to service our guests at Riders Field in Frisco, Texas beginning with the 2022 season. Along the way, we explored, interviewed, and sampled several potential companies and RS3 continuously came out on top.

We were impressed with RS3's expertise in concessions and premium dining options, their attention to detail, the follow-up they provided us through various channels, and ultimately their professionalism throughout the entire process. Once the RoughRiders selected RS3 to serve as our food and beverage provider, they immediately got to work conceptualizing what are menu options throughout the ballpark were going to be as well as re-imagining our store fronts. We went from running the basic 4-5 stands in 2021 to re-branding, opening, and executing from every available space on our concourse in 2022. Through RS3's vision and execution, our fan experience was elevated across the board, allowing the RoughRiders to set all-time highs in game-day concession revenues...blowing the doors off the previous records.

RS3's team is thorough, thoughtful, easy to communicate with and a pleasure to work alongside. Based on my experience and interactions with everyone at RS3, I have no reservations in recommending them to any facility looking to step up its game. They are amazing to work with!

Sincerely,

Victor M. Rojas
President & General Manager
Frisco RoughRiders

SHARPENING THE RIVER CATS' CULINARY CLAWS

SUTTER HEALTH PARK

SACRAMENTO RIVER CATS



Sutter Health Park is the home of the Sacramento River Cats, the Triple-A affiliate of the San Francisco Giants since 2015. Sutter Health Park was built on the site of old warehouses and railyards in West Sacramento, California, across the Sacramento River from the California State Capitol. It is directly adjacent to downtown Sacramento.

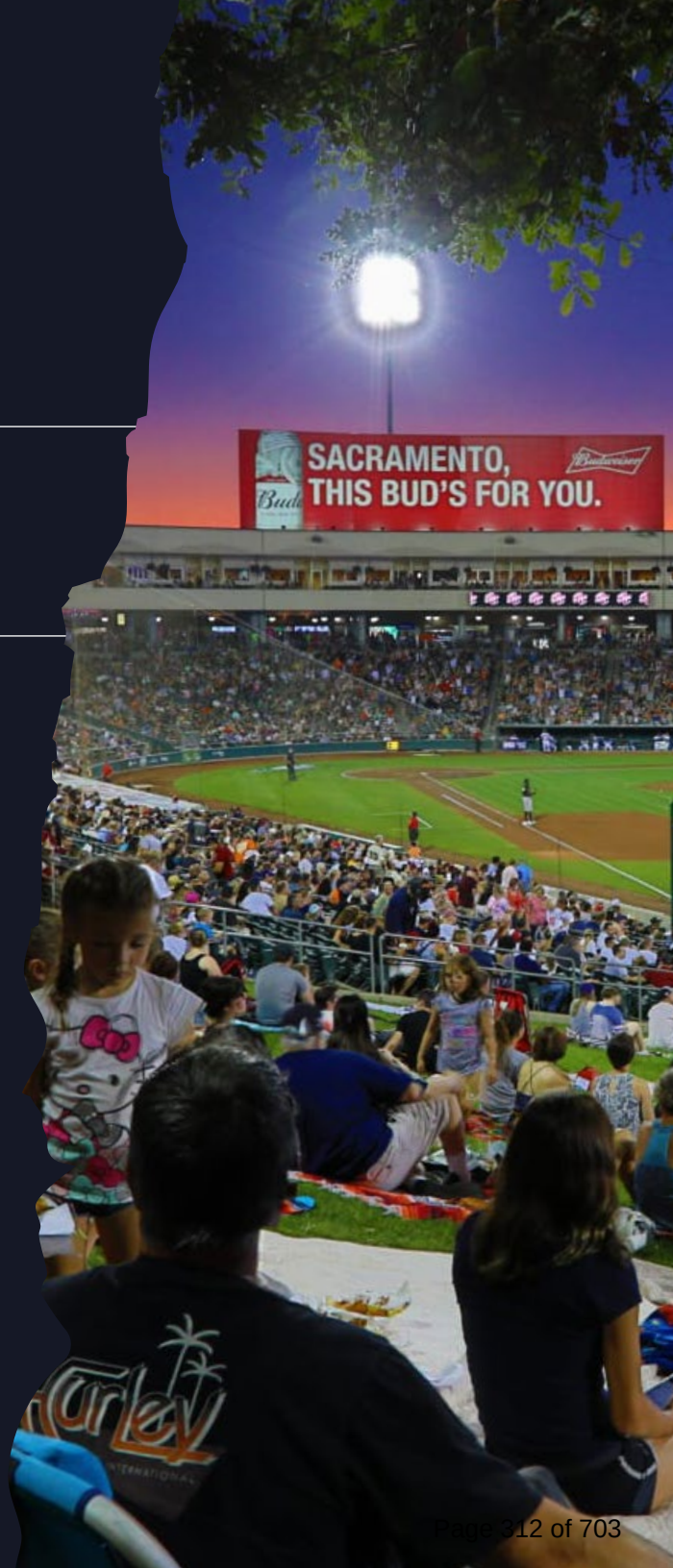
Unable to receive the level of service the River Cats wanted from their previous hospitality provider, the organization hired RS3 to transition their operation into a truly self-op model, allowing them to put a cornerstone piece of their business back into their own control while also capturing both incremental and organic fiscal growth.

Our role involved the vetting of key management positions for the newly developed strategic hospitality department, including multiple interviews with candidates. We provided branded concepts, now owned by the River Cats, as well as the menu creation and menu engineering that resulted in double-digit YOY per capita growth. Our graphic design department also developed and implemented the suite menu, concept logos and digital menu board design.

Most importantly, our visiting management team applied the “zipper effect” while onsite, aligning with the new River Cats’ managers for a week, giving them specific contacts to shadow and learn from.



IMPROVEMENT OVER
PREVIOUS YEAR





December 13, 2017

To Whom It May Concern:

After the 2016 baseball season, we were faced with a decision regarding our foodservice and hospitality operations moving forward. We had been utilizing the services of well-known mainstream competitors for several years, and although they were well resourced and adequate, we felt there was a disconnect between our internal thinking and the performance we were seeing at our events. As a family-owned business, we wanted our emphasis on the "Guest Experience" to include every facet of our services – including taking on our outsourced food and beverage.

Not having the necessary expertise in-house to take this bold next step, we chose Ryan Sanders Sports Services (RS3) to provide the game plan to success. Having seen their impressive impact at other venues they operate, we engaged RS3's experienced leadership to form a comprehensive action plan for making the necessary changes to our venue, focusing heavily on product quality and nuanced service. With their expert guidance, we executed a complete rebranding of Raley Field, which included a facelift of our concession locations with proprietary themed logos and brands, locally sourced chef-cultivated menus, cutting edge tablescaping for our premium-level clubs and suites, menu engineering, handcrafted woodwork, and graphic design. The program implemented by RS3, designed for speed of service, value offerings, keen branding, and delivery of their "+1" attitude on service, was instrumental in our year-over-year per capita growth of nearly \$2.00.

RS3's culinary talent, creative marketing style, experienced management team, and thorough in-house design and construction firm helped us reinvent our food & beverage business model. Not only do we now control our own destiny when it comes to servicing our guests, but we are more profitable and have instant input on the fan experience.

I strongly recommend RS3 for any venue looking to make similar improvements that both re-engage their guests and drive results to their bottom-line.

Sincerely,


Jeff Savage
President
Sacramento River Cats

Triple-A Affiliate of the 

400 Ballpark Drive, West Sacramento, CA 95691 • 916.371.HITS • rivercats.com


RALEY FIELD

SERVING UP QUALITY COURTSIDE CUISINE

SAN ANTONIO INTERNATIONAL TEAM TENNIS CHAMPIONSHIPS



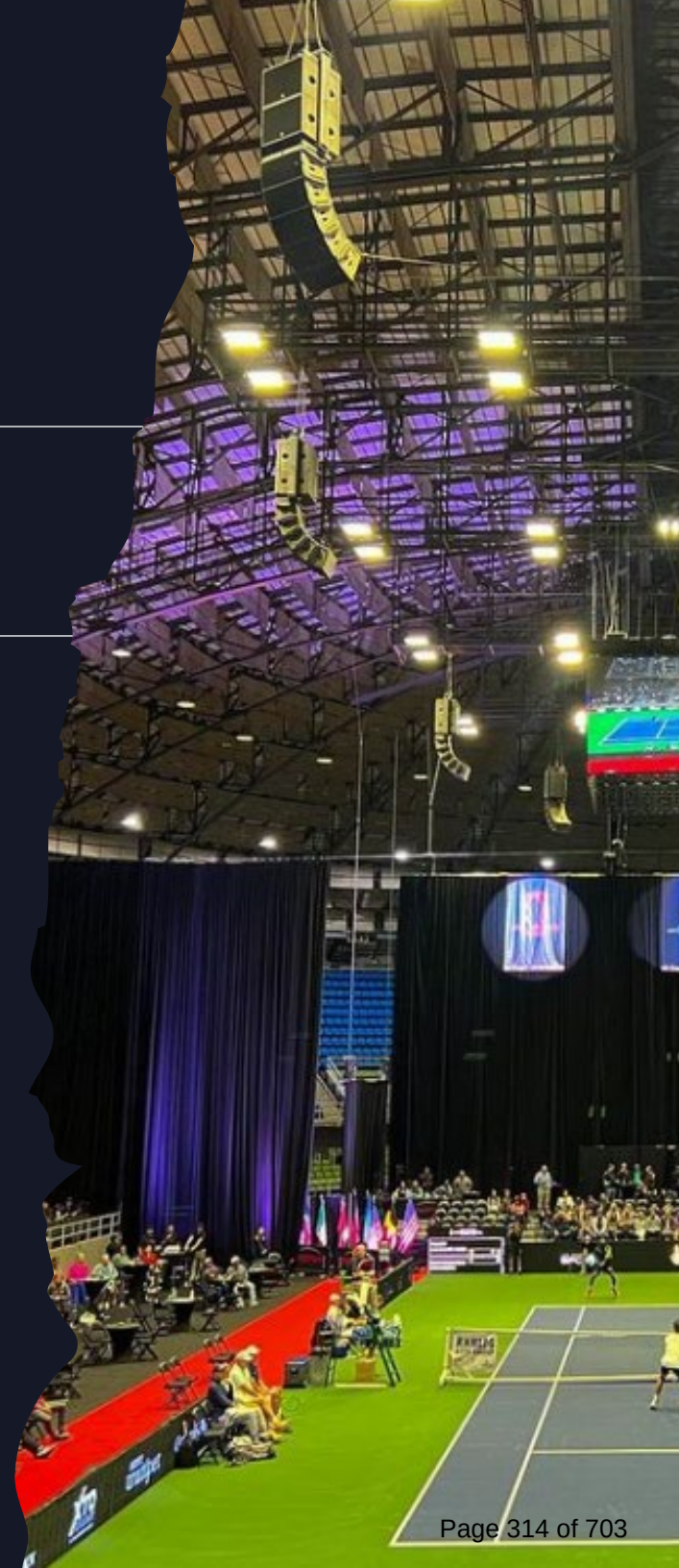
The San Antonio International Team Tennis Championships were created to showcase top professionals from the ATP & WTA Tours, NCAA, and top ranked juniors in a fun and competitive team format. The three-day event is annually held at Freeman Coliseum in San Antonio, Texas.

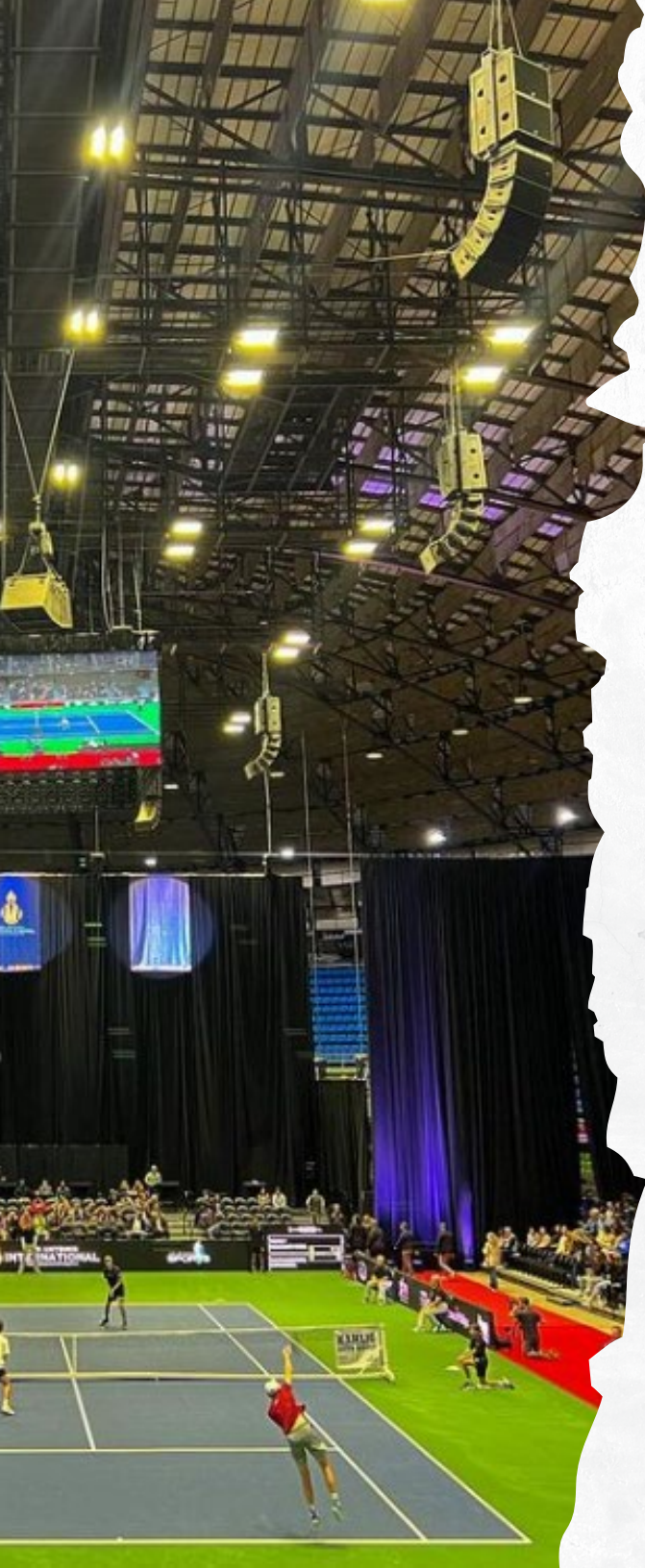
The competition features two teams going head-to-head in a series of singles and doubles matches. In its inaugural tournament in 2023, teams featured internationally renowned tennis players, including Venus Williams, Kim Clijsters, Victoria Azarenka and Gael Monfils. In addition to the tennis professionals, college players from Baylor, UT Austin,

Texas A&M, UTSA, UTPB, Trinity and Southwestern along with top juniors from John Newcomb's Tennis Ranch and Austin Tennis Academy were also part of the team event.

Proceeds from the event benefitted the nonprofit organization, San Antonio Sports i play!, as well as the Bush ACE Outreach Program, and several of the players' nonprofit foundations benefiting children from Compton to Kyiv and throughout Texas.

RS3 Strategic Hospitality has served as the official hospitality provider for the team tennis championships since its inaugural tournament.





“

RS3 NAILED EVERY ASPECT FROM BEAUTIFUL PRESENTATION TO OUTSTANDING SERVICE, AND INCREDIBLY DELICIOUS SELECTIONS!

”

- TIM STALLARD, EXECUTIVE DIRECTOR, BUSH TENNIS CENTER & PRODUCER AND EXECUTIVE DIRECTOR, SAN ANTONIO INTERNATIONAL TEAM TENNIS CHAMPIONSHIPS

“

I AM BLESSED TO GO TO LOTS OF STADIUM'S PREMIER EATING AREAS. I PUT YOURS UP AT THE TOP THIS PAST WEEKEND AT FREEMAN. QUALITY AND CHOICES WERE GREAT, INCLUDING BEER CHOICES! AND THE SERVICE WAS OUTSTANDING TOO. THANKS FOR COMPLIMENTING TIM'S OUTSTANDING TENNIS.

”

- PAT FROST, CEO, FROST BANK

COMMENTING ON EXPERIENCE WITH RS3 AT THE INAUGURAL SAN ANTONIO INTERNATIONAL TEAM TENNIS CHAMPIONSHIPS

REAL TEXAS GRIT, PREMIUM HOSPITALITY

RODEO AUSTIN

AUSTIN, TEXAS



Having partnered together to host “Bulls in the Ballpark” at Dell Diamond, a two-day bull-riding event that saw the infield transformed into a rodeo arena housing the rowdiest bulls in PRCA Xtreme Bull Riding, Rodeo Austin saw first-hand the culinary experience RS3 Strategic Hospitality provides to guests. In 2021, the two Central Texas legacy sports and entertainment groups announced a new partnership that made RS3 the official hospitality provider for Rodeo Austin.

Rodeo Austin is one of the leading non-profit organizations in Central Texas with events throughout the year which raise millions for Texas kids. Since 1938, Rodeo Austin has been a mission with a rodeo that has brought heritage and entertainment to the community. The unique partnership allows us to bring RS3 Strategic Hospitality's award-winning service to the Travis County Expo Center, not just for the 15-day ProRodeo event but for numerous other events and opportunities associated with Rodeo Austin.



IMPROVEMENT OVER
PREVIOUS YEAR



TEXAS STARS & CULINARY STARS UNDER ONE ROOF

H-E-B CENTER

TEXAS STARS, AUSTIN SPURS



The H-E-B Center is a premier multi-use entertainment facility, located in Cedar Park, Texas, near Austin. The arena is home to the Texas Stars of the American Hockey League, the Austin Spurs of the NBA G League and the Austin Acoustic of the Legends Football League. The H-E-B Center hosts more than 150 events per year including sporting events, concerts and family shows.

The arena is owned by the City of Cedar Park and operated by the Texas Stars, a division of Northland Properties, the owner of the Dallas Stars.



IMPROVEMENT OVER
PREVIOUS YEAR



MAKING A SPLASH IN THE SUNSHINE STATE

BLUE WAHOOS STADIUM

PENSACOLA BLUE WAHOOS



The Pensacola Blue Wahoos are a Minor League Baseball team in the Southern League and Double-A affiliate for the Miami Marlins. RS3 is the official hospitality provider at the stadium, as well as several premium banquet spaces within the surrounding Pensacola community. In addition to renovating and rebranding four unique restaurant storefront concepts at the stadium, RS3 also hosted the annual Southern League meetings in October 2019 for all ten league members.

In just the first year of taking over operations for the Blue Wahoos, RS3 has won three different hospitality awards while increasing the aggregate game per capita by an astonishing \$6 per fan.



IMPROVEMENT OVER PREVIOUS YEAR



2019 MiLB
FOOD FIGHT
WINNER BY
MiLB.COM

PENSACOLA
BLUE WAHOOS



BEST NEW
FOOD ITEM
BY BALLPARK
DIGEST

PENSACOLA
BLUE WAHOOS



BEST
CONCESSIONS
EXPERIENCE IN BASEBALL
BY BALLPARK DIGEST

PENSACOLA
BLUE WAHOOS



SERVING UP EXCELLENCE WITH THE WORLD'S BEST

ALL AMERICAN CUP

TEAM TENNIS TOURNAMENT



The inaugural edition of the All American Cup was held at Freeman Coliseum (San Antonio, TX) in 2022. The team tennis tournament featured 10 top American ATP Tennis Players with teams led by Mike and Bob Bryan, the most decorated duo in men's tennis doubles history.

RS3 Strategic Hospitality proudly outfitted the historic venue with food & beverage and hospitality services worthy of this one-of-a-kind tournament event.



AMERICA'S PASTIME IN THE ALAMO CITY

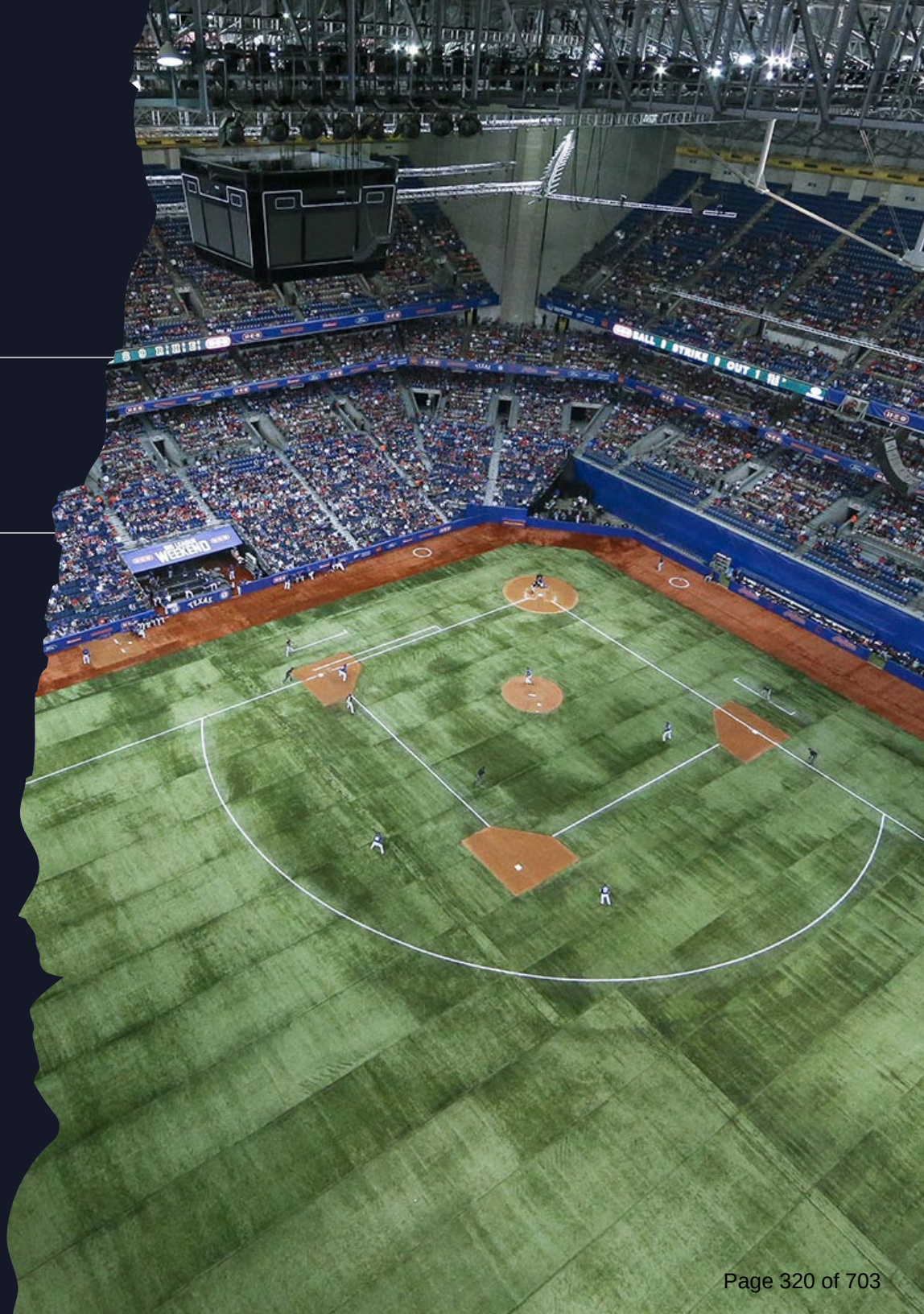
BIG LEAGUE WEEKEND

MAJOR LEAGUE BASEBALL



The Alamodome is a 72,000-seat multi-purpose stadium that hosted two major league exhibition games in southern Texas, a hotbed of baseball fandom.

On the heels of an extremely deficient performance by their food and beverage provider for Major League Baseball's 2016 Big League Weekend at the Alamodome, RS3 was hired as a consultant and auditor prior to the 2017 event of the same name to ensure that the same operational and financial inadequacies were not repeated. Our responsibilities included a full audit of the scheduling plan, staffing matrix and point-of-sale ratio as well as a thorough review and analysis of the previous year's revenue, units sold and commission statement.



WHERE TRADITION MEETS INNOVATION

CORK & BARREL

CRAFT KITCHEN + MICROBREWERY



From initial conception, the idea behind Cork & Barrel Craft Kitchen + Microbrewery was to create a spot the owners themselves would like to hang out. Founder Sam Darlington, native son of Belfast, Ireland and local Texan resident for the past 30 years, envisioned it as the perfect blend of an Irish Pub experience and Central Texan cuisine, while bringing the iconic Austin outdoor beer garden north to Round Rock. Mission accomplished.

Cork & Barrel Craft Kitchen + Microbrewery is an authentic and historical Irish pub experience with Texas modernism, innovation and hospitality, featuring our proprietary scratch menu, signature mixology, onsite microbrewery, and one of the best outdoor experiences in Central Texas.

The overall vibe blends Austin-chic in the dining room and Chef's Counter with industrial décor indicative of an Irish pub, with many subtle historical nuances throughout. It's the ideal setting to meet up, wine and dine, drink a pint, enjoy live music, or watch a favorite sports team.



EMBRACING THE HIGHLAND SPIRIT

STAG & FINCH

ROY KIZER & JIMMY CLAY GOLF COURSES



The Jimmy Clay Golf Course, designed by noted golf course architect Joe Finger, was constructed and opened in 1974. Roy Kizer Golf Course is a links-style layout spread over 200 acres in Southeast Austin.

The Jimmy Clay Golf Course became part of a 36-hole complex with the addition of the Roy Kizer Golf Course in 1994. Together, the two courses make up one of the finest and diverse 36-hole public complexes in the state.

In 2015, a renovation was completed creating a premier practice facility for golf patrons. RS3 spearheaded a renovation to upgrade the snack bar, which when completed in April 2017 produced the Stag & Finch Scottish Alehouse. Stag & Finch has quickly become a true "19th Hole." The new concept includes a gourmet menu driven by our corporate chefs, as well as new flooring and ceiling. The Scottish pub theme includes an elegant horseshoe bar, improved lighting, expanded exterior signage and themed Scottish clan crests.



VITAL EXPANSION WITH AN ICONIC PARTNER

STARBUCKS

ARLINGTON ENTERTAINMENT DISTRICT



The Arlington Entertainment District received a significant new addition with the opening of a full-service Starbucks at the northwest corner of Chocaw Stadium, operated by RS3.

The 2200-square foot location offers the complete menu of Starbucks drink and food options through both in-store and mobile ordering. There is also in-store seating and a full line of Starbucks merchandise at the new Chocaw Stadium location.

The Starbucks location also is part of the further development of Chocaw Stadium, which continues to be a vital sports and entertainment destination in the Arlington Entertainment District.





OUR PROPOSAL

FINANCIAL PLAN



FINANCIAL PROPOSAL

Proposal 15% of net profits* to City of Leander

Capital Investment \$75,000

CAPITAL INVESTMENT DEPLOYMENT

- + Fryer
- + Griddle
- + Speed Racks
- + 2 Keg Kegerator
- + 8 Bar Tops
- + Speed Rail
- + 32 Barstools
- + Convection oven
- + Assorted Smallwares
- + Point of Sale System and Handhelds
- + Digital Menu Boards
- + TVs
- + Physical Renovation to Branded Sports Bar:
 - Wall Treatments for Branded Space
 - Multiple TVs
 - Ceiling Treatment
 - Stained Glass Lighting

ASSUMPTIONS

1. City of Leander will provide RS3 with all necessary utilities including water, electricity, gas, and telephone as needed
2. City of Leander will provide access to 2 beverage carts
3. City of Leander will provide network access for RS3's point of sale system
4. RS3 will provide Mixed Beverage license with TABC to allow for beer, wine, and spirits
5. RS3 will provide TABC certified servers of alcohol and ServSafe certified food handlers
6. City of Leander will own all equipment and renovations purchased with capital investment once RS3 has been fully reimbursed
7. RS3 will reimburse itself the first \$75,000 for capital investment from the net proceeds calculating any commissions to City of Leander*



A NEW ERA

FOR LEANDER



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Award of contract utilizing Solicitation S24-010 to Ion Art, Inc., for the purchase and installation of an art sculpture, Iron Frog, at Devine Lake Park in an amount not to exceed \$50,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Leander Public Arts and Culture Commission budgeted for an art piece to be installed at Devine Lake Park. RFP #S24-010 was released in May, Ion Art, Inc., was selected, and a contract has been drafted for City Council consideration and approval.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Award of RFP S-24-010 and Contract L00406 to Ion Art, Inc., in an amount not to exceed \$50,000.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Greg Olmer, Interim Parks and Recreation Director

Fiscal Impact

Attachments:

1. Ion Art Contract

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
ION ART INC. ("Contractor")
for
CALL TO ART: SCULPTURE AT DEVINE LAKE PARK
RFP S24-010 / CONTRACT L00406**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Ion Art Inc. having offices at 407 Radam Lane, Suite A100, Austin, TX 78745 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, Request for Proposal (RFP) S24-010 as incorporated herein as Exhibit A.
- 1.1.3 Ion Art Inc. Offer, dated June 21, 2024, including subsequent clarifications and revised quotation dated August 19, 2024 and September 18, 2024, as incorporated herein as Exhibit B.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Compensation: This Contract is for an amount not to exceed \$50,000.00.

1.4 Clarifications and Additional Agreements: The following are incorporated into the Contract.

- 1.4.1 The City recognizes that the original installation time frame is unlikely to be accomplished and has accepted an early 2025 delivery date (=February 2025).
- 1.4.2 The solicitation states "Weather conditions in Central Texas can vary but include intense heat/cold, dry/hot weather, rain, sleet, snow, hail, high winds, and flooding. The resulting statue should be able to endure these conditions for many years to come."

Ion Art's original concept would meet these requirements but due to the selection of a Best and Final Offer sculpture that will incorporate more painted color application, and be more accessible to climbing and other interactions, Ion Art cannot guarantee the same level of durability as no sculpture clear coat is currently available in the market that can handle the weather extremes combined with children/adults climbing on the piece.
- 1.4.3 The City agrees to the payment milestones proposed by Ion Art in their revised quotation.
- 1.4.4 Invoices may be submitted to purchasing@leandertx.gov and golmer@leandertx.gov for verification, approval, and submission to accounts payable.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

ION ART INC.

Sharon Keshishian

Printed Name of Authorized Person

Sharon Keshishian

Signature

Owner/President - Ion Art, Inc

Title:

09/19/2024

Date:

EXHIBIT A - City's Solicitation

EXHIBIT B Contractor's Offer

CITY OF LEANDER

Todd Parton

Printed Name of Authorized Person

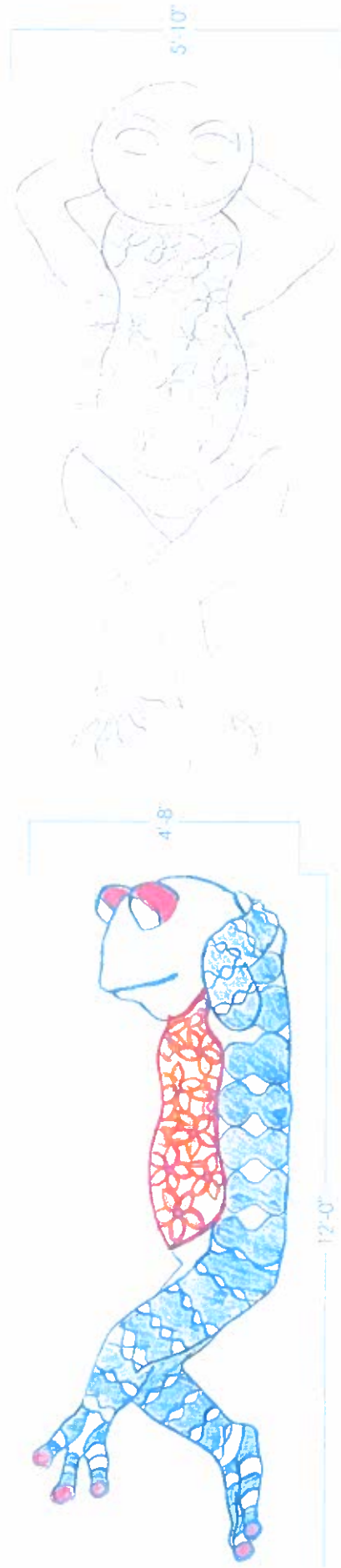
Todd Parton

Signature

City Manager

Title:

Date:



**CALL TO ART:
SCULPTURE AT DEVINE LAKE PARK
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE & INTRODUCTION:** The City of Leander, herein after "the City" seeks proposals from firms, individuals, or teams experienced in turnkey imagining, designing, and installing weather-safe sculptures in public locations. **The anticipated budget for this project is up to \$50,000 and should be fully inclusive of all materials, labor hours, transportation, installation, etc. costs.** The theme of this project will be "Magical Creatures of Devine Lake."

The City of Leander is a premier community in the Austin/Central Texas area. The city is located at the northeast edge of the Texas Hill Country, roughly 10 miles west of Interstate 35, and just north of Austin, Texas. Since 2000, the Leander community has grown from 7,600 to nearly 95,000 in population and is one of the fastest growing cities in the nation. The joint mission of the City of Leander and Leander Public Arts and Culture Commission (LPACC) is to promote art, culture, and education that contribute to a sense of community. LPACC membership consists of 9 community residents who are passionate about art and cultural events within the Leander community.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 - 3
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5 – 6
Part IV – Scope of Work	Page(s) 7
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 8 - 10
Attachment A – Reference Sheet	Separate attachment
Attachment B – Conflict of Interest Questionnaire	Separate attachment
Attachment C – Devine Lake Park Map of Installation	Separate attachment

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	May 15, 2024
Deadline for submission of questions	May 24, 2024 @ 9:00 PM, CST
City responses to questions or addendums	Approximately May 28, 2024 @ 9:00 PM, CST
Deadline for submission of responses	June 11, 2024 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 9:00 PM CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://leandertx.bonfirehub.com/>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://leandertx.bonfirehub.com/>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://leandertx.bonfirehub.com/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication.
5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://leandertx.bonfirehub.com/>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City for this solicitation.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples (if applicable) shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be permitted nor considered.
6. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

**PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at:
<https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF>.

In addition, the Supplemental Terms and Conditions listed in Section III shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF>

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force until completion of the art installation and acceptance by the City.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing permanent artistic public sculpture installations as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. Artists/ Artists Teams, at least 18 years of age, working within the 48 contiguous United States are eligible to respond to this solicitation.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in designing and installing weather-safe artistic sculptures.
4. **RETAINAGE:** The City will withhold 60 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete, or non-conforming work under the Contract.
5. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
6. **WORKFORCE:** The successful Respondent shall perform the services in a timely, professional, and efficient manner.
7. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance and artwork progress anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.
12. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:**

Greg Olmer
Assistant Director
Parks and Recreation Department
Phone: 512-528-2971
E-mail: golmer@leandertx.gov
 - C. Do not contact the individual listed above with questions or comments during the course of the solicitation.
 - D. Greg Olmer is authorized to make the final design decision.

**PART IV
SCOPE OF WORK**

1. INTRODUCTION AND BACKGROUND:

The City of Leander, herein after "the City" seeks proposals from firms, individuals, or teams experienced in turnkey imagining, designing, and installing weather-safe sculptures in public locations. **The anticipated budget for this project is up to \$50,000 and should be fully inclusive of all materials, labor hours, transportation, installation, etc. costs.** The theme of this project will be "Magical Creatures of Devine Lake."

The sculpture should be weather-safe (temperatures vary from 10°F-120°F). The City would like a sculpture that is durable, colorful, whimsical, and stimulating. The resulting sculpture should be appropriate in style for its surrounding location.

2. PROJECT AND CONTRACTOR REQUIREMENTS: The Contractor shall-

A. Perform services at the following location:

**Devine Lake Park
1807 Waterfall Ave
Leander, TX 78641**

- B. Imagine, design, build, and install a durable artistic sculpture at Devine Lake Park. The deadline for installation is anticipated to be Summer 2024.
- C. LPACC is looking for something colorful, intriguing, whimsical, interesting, and fun.
- D. Consult with City employees and LPACC members for final design decisions.
- E. While LPACC will consider a statue made of any material, the commission would prefer the sculpture to be made of ecologically friendly materials.
- F. The installation can occupy up to an area of 15' x 25' but must be contained within these dimensions. The Contractor is responsible for notifying the City in a timely manner of the dimensions required for any concrete needs prior to statue installation. Concrete work can be modified or painted by the artist(s).
- G. Weather conditions in Central Texas can vary but include intense heat/cold, dry/hot weather, rain, sleet, snow, hail, high winds, and flooding. The resulting statue should be able to endure these conditions for many years to come.
- H. Ensure the resulting statue will not cause injury to parkgoers-
 - i. The installation shall not have points or sharp edges that can pose a hazard to curious children and other park users.
 - ii. In the heat of the summer shiny metal or dark surfaces that reflect/absorb sunlight and heat may present an issue.
- H. Provide the City with progress photos of the sculpture if requested and with all payment requests.
- I. Deliver the statue to Devine Park and independently coordinate installation of the statue.

3. CITY RESPONSIBILITIES: The City will-

- A. Provide access for Contractor to the site.
- B. If necessary, install an appropriately sized concrete structure that will fit the style and dimensions necessary for the sculpture. The base may be surrounded by mulch, grass, dirt, or other appropriate materials.
- C. Reserve the right to name the statue in accordance with its theme.
- D. Reserve the right to relocate the sculpture to a different location, if necessary.
- E. Coordinate meetings with City staff and LPACC members for purposes of discussion and decision-making processes.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.
 - ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
 - ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
 - ☐ Acknowledge Addenda (if applicable)
 - ☐ Attachment A- Reference Sheet
 - ☐ Attachment B- Conflict-of-Interest Questionnaire
 - ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-
 - ☐ **Business Organization:** State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - ☐ **Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
 - ☐ Segment requirements listed below.
3. **EVALUATION CRITERIA:**
 - A. **Segment 1 – Respondent's Proposed Sculpture (40 points)-** Provide the evaluation panel with **three sample sculpture renderings** that follows the theme of "Magical Creatures of Devine Lake" for consideration at the Devine Lake location. As part of your proposal, you must also indicate:
 - i. The type of material you intend to use for this project. The City will consider all sculpture materials but has a preference for ecologically friendly materials.
 - ii. The material used for coloration of the statue along with the manufacturer's stated lifespan for outdoor use purpose.
 - iii. Color palette options.
 - iv. The length, width, and height dimensions of the statue clearly listed or diagrammed in inches and feet.
 - v. Include the anticipated size of the concrete pad that is estimated to be required per each rendering.
 - B. **Segment 2 – Artist's Resume and Portfolio (25 points):**
 - i. **Prior Experience:** State the number of years the Respondent has been designing and installing weather-safe sculptures. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
 - ii. Submit a resume including artist(s) biography, educational background, and exhibition record. Resume(s) must include the artist(s)' name, address, phone (cell preferred), e-mail, and website.
 - iii. Submit with the Offer an artistic portfolio of sculptures the artist has completed and displayed. Applicants may additionally include links to specific websites and/or social media accounts where their artwork is available for viewing.

- C. **Segment 3 – Cost Proposal (20 points):** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Sixty percent (60%) of the total contractual price will be retained until submission and acceptance of all work products.
- The points allocated to Cost Proposal will be evaluated based on the **turnkey** amount listed in Bonfire for the design, creation, coloration, and installation services of this sculpture.
 - The Respondent shall break these costs down in the Offer document so the City can see the cost details.
 - The amount of progress payments you are requesting upon successful completion of milestones or tasks, less 60%, which will be paid upon final acceptance by the City.
- D. **Segment 4 – Timeline (15 points):** Include the detailed timeline for completion of this project. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

4. **EVALUATION CRITERIA:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which responsive and responsible proposal best meets the requirements and provides the best overall value to the City.

- | | |
|---|---------------|
| A. Evaluation Criteria: | Weights: |
| • Respondent's Proposed Sculpture (Segment 1) | 40 pts |
| • Artist's Resume and Portfolio (Segment 2) | 25 pts |
| • Cost Proposal (Segment 3- Not to Exceed \$50,000) | 20 pts |
| • <u>Timeline (Segment 4)</u> | <u>15 pts</u> |
| Maximum Weight: | 100 pts |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposals and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party at any time.
- Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.

- D. If negotiations are successful, the City and Respondent may enter into an agreement.
 - E. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - F. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
 - G. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Leander contract is required prior to starting work and processing any payments to the awarded Respondent.
6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of the Agreement.
 - B. Identify specific milestones, goals, and strategies to meet objectives.



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Approval of a contract with Texas Patriot Contracting, LLC, in the amount of \$143,000.00 and Bee Cave Drilling, Inc., in the amount of \$6,087.30 for repairs and renovations to the Mason Homestead site; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Mason Homestead last received renovations around 2010 and is in need of repairs/renovations for its future use as a public rental facility.

Leander Parks and Recreation solicited three (3) quotes from HUB vendors and received one (1) response from Texas Patriot Contracting, LLC, for interior and exterior renovations to the Mason Homestead. The two (2) cistern/wells onsite are starting to fail and in order to reinforce the cistern and maintain a safe site, plugging the wells is recommended by Bee Cave Drilling, Inc., and City CIP staff.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval for entering into a contract with Texas Patriot, LLC, in the amount of \$143,000.00 and Bee Cave Drilling, Inc., in the amount of \$6,087.30.

PRESENTER:

Greg Olmer, Interim Parks and Recreation Director

Fiscal Impact

Attachments:

1. Bee Cave Drilling Quote
2. Mason Homestead Proposal (REV3)
3. Mason Homestead Renovation Narrative
4. Mason Homestead Painting Specs and Procedures



Bee Cave Drilling, Inc.
185 Angel Fire Rd
Dripping Springs, TX 78620
(512) 894-4221
Christy@beecavedrilling.com
www.beecavedrilling.com

Estimate

ADDRESS

Greg Olmer
1101 S Bagdad Road
Leander, Texas 78641

SHIP TO

Greg Olmer
1101 S Bagdad Road
Leander, Texas 78641

ESTIMATE # 11699

DATE 07/10/2024

EXPIRATION DATE 08/10/2024

BEE CAVE REP

Daniel/Ross

MOBILE

512-701-6784

DESCRIPTION	QTY	RATE	AMOUNT
Drilling Trip Charge 45 Miles x 2 Days	90	5.00	450.00T
Loam Fill - 25 Yds Delivered and Sacked in 1 Yd Bags	1	3,368.19	3,368.19T
Sky Trak Rental	1	675.00	675.00T
Portland Cement	2	37.0553	74.11T
Labor 2 man crew - Plug Cisterns	8	190.00	1,520.00T

FRAUD WARNING: We have recently learned that fraudsters pretending to be "Bee Cave Drilling, Inc." team members are emailing customers to set up ACH payments via PayPal, Zelle, Venmo and Cash App in order to steal your payment. These communications come from email addresses that are similar to our domain to make them harder to detect. These communications are NOT from us. All payments should continue to be sent to the remittance address you have on file via check or paid using the QuickBooks Online Payment Link attached to every invoice.

SUBTOTAL 6,087.30
TAX (8.25%) ~~502.20~~
TOTAL **\$6,589.50**

IMPORTANT NOTICE: Never trust payment instructions sent via email. If you receive requests to change payment information, confirm the request in person or via a telephone call to a trusted and verified phone number. Never wire payments to a new account without first confirming that the instructions and account information are correct.

Accepted By

Accepted Date



Contractors and Construction Managers
3817 Bent Brook Dr.
Round Rock, TX 78664
(512) 484-7611
txpatcont@gmail.com
www.txpatcont.com

September 10, 2024

Greg Olmer, Assistant Director
Leander Parks and Recreation Dept.
406 Municipal Drive
Leander, TX 78641

Re: Mason Homestead House Renovations Revision 3

Dear Mr. Olmer,

Texas Patriot Contracting LLC proposes to perform renovations to the above referenced location subject to the Contract Documents and our attached Clarifications, Assumptions and Exclusions at the revised Lump Sum price of **\$143,000.00**.

We trust the above is acceptable and await your favorable reply.

Thank you for the opportunity to present our proposal.

Sincerely,
Texas Patriot Contracting LLC

A handwritten signature in black ink, appearing to read 'Nicholas Lesko', written in a cursive style.

Nicholas Lesko
General Manager

Clarifications, Assumptions and Exclusions:

1. We will notify TX 811 for utility locations at each site prior to the start of our work.
2. We will Demolish and dispose the following:
 - a. Front and rear porch railings, posts, and decking.
 - b. Window Sills and Trim (**Allowed \$900 per window for window/sill repair, any credit not used will be returned to owner**).
 - c. VCT flooring in the kitchen and bathroom.
 - d. Tile at fireplace mantels.
 - e. Deteriorated siding as required (**We have allowance for \$10,000 for repairs as directed by the owner**).
3. We will paint the entire interior walls and ceilings with acrylic latex in colors to be chosen by the Owner.
4. We will power wash and paint the entire exterior of the home with latex base paint in a color chosen by the Owner.
5. **Paint specifications have been sent to owner, will provide options for two types of exterior paint. See separate paint narrative and documents. Price difference between using "Premium" and "Basic" exterior paint is +\$3,500.00**
6. **All siding repairs will be on a Time and Material basis due to not knowing the extent of the repairs needed until the house is pressure washed to remove existing paint. We have an allowance of \$10,000 in this proposal price.**
7. We will power wash and stain the garden pergola.
8. We will furnish and install new VCT flooring in the kitchen and bath areas.
9. We will furnish and install new ceramic tile in the fireplace mantel areas.
10. We will furnish and install new primed and painted pine railings and balustrades including new turned wood posts at the front porch.
11. We will repair the existing chimney as necessary.
12. We will remove and re-level all existing brick sidewalk pavers.
13. We will adjust all interior doors to operate properly.
14. Furnish and install new front door and entryway glass (**Door will be approved by owner, will furnish door to resemble current one**).
15. We will furnish and install new TREX decking for the front and rear porch.
16. **We will have asbestos inspection conducted. Any additional abatement for lead or asbestos will be at additional cost to be agreed upon in the event asbestos/lead is discovered.**
17. **We will have a foundation inspection conducted to identify if the home sits on limestone base.**
18. We will reattach lightning rod at no additional cost.
19. **We will facilitate the placement of new clawfoot tub provided by the owner (no running water or drain to be connected as discussed during our meeting).**
20. **We will NOT supply new interior rugs for the home. Recommend to be furnished by owner.**
21. **Performance and Payment bond included to a total final project cost of \$150,000.**
22. We include one mobilization to project location.
23. We will work 8AM to 4:30 PM M-F, holidays and weekends exempted.
24. We include all General Liability, Auto and Workmen's compensation insurance.
25. Our price is good for 90 days from the date of the proposal.
26. We include a 1-year limited workmanship warranty on our installation in addition to the manufacturer's standard warranty.

Exclusions:

1. All permits.
2. All Sales Tax.
3. ~~Performance and Payment bonds. If required it can be added at additional cost of 2.5% of our contract price. Once contract is negotiated we will add the 2.5% to final cost prior to contract execution.~~
4. All handling or disposal of contaminated or hazardous materials.
5. All identification, temporary support, relocation, or repair of existing utilities not clearly identified.
6. All MEP work.
7. All soil and erosion controls, SWPPP plans, landscaping, or construction entrances.
8. All engineering design, drawings and third-party inspections for quality assurance or quality control.

Proposal Price Breakdown:

1. Demo& Disposal- **\$10,823**
2. Paint (Interior)- **\$12,000**
3. New Flooring & Installation- **\$7000**
4. Remove & Repair Siding- **\$10,000** allowance (Time and Material Basis once allowance is used)
5. Window & Sill Repair- **\$14,400**
6. New Deck Railing and End-posts- **\$16,000**
7. Exterior Painting- **\$21,777**
8. Exterior Repairs (Repair Chimney, Decking, Relevel Brick Walkway, Front Door/Entryway)- **\$51,000**

Mason Homestead Renovation Narrative

1. Demo and Disposal of materials: We will have a dumpster on site to facilitate the disposal of all construction debris and materials. We will begin by removing VCT and Tile flooring from the interior of the home. We will remove front and rear porch decking, railings, and balusters. Temporary bracing will be installed to support roof overhang areas in front and rear areas. Windowsill and trim areas identified as deteriorated will be removed and disposed of. Entryway door and glass will be removed and disposed of and will be replaced with plywood to secure opening until framing and installation of new entryway is complete.
2. VCT and Tile Installation: Once all VCT and Tile are removed from floor and disposed, we will prep flooring for the installation on new material by removing any adhesive, dirt, or debris. We will install 350 SF of new VCT material in same color (White/Black) and pattern in kitchen, bathroom, and utility room. VCT material will be laid in place using VCT flooring adhesive. 20 SF of Fireplace mantel tiles will be replaced with a tile similar in color as existing tile. The tile will be cut and laid in place using thin set with grout color to be selected by owner.
3. Power Wash & Stain Pergola: We will first clean the area by brushing away all debris around area and sweep out nooks and crannies of pergola. Once this is complete, we will then power wash the pergola to remove any mildew, rust, tannin stains. After the pergola is power washed, we will inspect for damage from insects. Finally, we will stain pergola using wood stain and apply using roller application.
4. Deck/Railing/Balusters: New deck framing will be installed where necessary in both front and rear locations. Once framing is completed, new TREX deck material will be installed (color to be chosen by owner). Upon completion of new decking material, we will furnish and install the railing and handrails on the front-porch. We will furnish and install new balusters in both the front and rear deck areas and remove temporary bracing.
5. Chimney Repair: The red brick material on the south side chimney will be removed and disposed of. New limestone (like existing) will be installed to make chimneys match and aesthetically appealing. We will seal any cracks and flashing to prevent leaking.
6. Relevel Brick Pathway: Roughly 300 LF of brick pavers will be removed and stacked neatly on site. We will then level the pathway using a combination of base material and sand. Once base material and sand is compacted and level, bricks will be re-laid.

7. Adjusting Interior Doors: We will re-mortis any interior door as needed to ensure doors open/close smoothly. We will inspect all hinges and hardware and make any adjustments to all interior doors.
8. Front Door and Entry Way: The front door and entry way glass will be removed and disposed of. We will reframe entryway and front door area to match previous. A new door (similar to the previous one) will be furnished and installed. New glass will be installed on left, right, and above front door frame.
9. Window Sills: Any window sills identified to contain deteriorated wood will be removed and new window sills will be installed.
10. Paint: See separate narrative.
11. Siding Repairs: Siding repairs will be assessed once the exterior of the house is power washed to remove all existing paint. Once we are able to see what state the exposed raw siding is we will then be able to determine which pieces need to be repaired/replaced. We will attempt to make repairs to siding and minimize the amount of new siding required for the home. If larger sections or pieces of siding are determined to be deteriorated we will replace those piece with yellow pine. In order to ensure the new siding is milled correctly we will contact Mason Thompson who is in possession of the original blade to mill the new siding. Deteriorated siding will be carefully removed and discarded and new siding will be installed.

Mason Homestead Painting Specs and Procedures

Products:

1. **Exterior Primer**- Sherwin Williams Exterior Oil-Based Wood Primer (Y24W08020)
2. **Interior Trim & Porch Railings**- Sherwin Williams Emerald Urethane Trim Enamel Interior-Exterior Water Based Semi-Gloss (K38W02751)
3. ***Premium* Exterior Finish**- Sherwin Williams Emerald Rain Refresh Exterior Acrylic Satin (K48-1900 Series)
4. ***Basic* Exterior Finish**- Sherwin Williams SuperPaint Exterior Latex Satin (A89-Series)
 - a. Proposal price has *Basic* Exterior Finish paint included. Price difference to use *Premium Exterior Finish* would be an ADD of **\$3,500.00** to total proposal price.
5. **Interior Spot Primer**- Sherwin Williams PrepRite ProBlock Interior-Exterior Latex Primer-Sealer (B51-600 Series)
6. **Interior Paint**- Sherwin Williams SuperPaint Interior Latex Satin (A87W01351/A87WQ1351 Extra White)
7. **Caulking/Sealant**- Sherwin Williams Sher-Max Urethanized Elastometric Sealant

Procedure:

1. Interior Painting:
 - a. We will mask and cover all furniture and surfaces that are not being painted.
 - b. We will prep by filling small holes, cracks, and gouges, and clean or sand the surface where necessary.
 - c. We will prime and paint all interior walls and ceilings using **Interior Spot Primer, Interior Trim and Interior Paint.**
 - d. Paint will be applied with brush and roller.
 - e. We will clean all trash, debris, and paint once complete.
2. Exterior Painting:
 - a. Upon asbestos and/or lead paint inspection we will lay down tarps on ground and cover any vegetation and walkways.
 - b. We will pressure wash the entire house including stone, walkways, and patios. Any loose paint chips or dirt will be vacuumed up and discarded.
 - c. We will caulk cracks and joints, including around windows using **Caulking/Sealant.**
 - d. We will scrape, sand, and spot prime areas as needed using **Exterior Primer.**
 - e. We will paint all exterior areas using either **Premium* Exterior Finish** or ***Basic* Exterior Finish** paint.

- f. Paint will be applied using spray, roll, and brush as necessary.
- g. We will paint railings using **Porch Railing** paint.
- h. Once the painting is completed we will clean up the job site and remove all trash and debris.



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Authorize Purchasing Agreement L00409 by and between the City of Leander, Texas, and Xerox Business Solutions Southwest for the purchase of technology products and services, specifically a lease for printers, utilizing Harris County Department of Education (HCDE) "Choice Partners" Purchasing Program contract number 21/031K in the amount of \$290,000.00 for the term of contract expiring October 31, 2029; providing for an effective date; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City's current printer lease ended in September 2024. Purchasing requested cooperative quotes on a list of copier machines (accepting "as equal" offers to those listed machines) from multiple vendors in this market. The City received five (5) individual offers and determined that Xerox Business Solutions Southwest offers the best value for the City's current and future needs. After this determination was made, the City requested updated products to better serve the needs of various departments with the anticipation that within five (5) years additional locations requiring printers will come onboard.

This vendor is on Harris County Department of Education (HCDE) "Choice Partners" Purchasing Program contract number 21/031KN-70 which is still current and active.

The City intends to enter into a five (5)- year contract with Xerox Business Solutions Southwest given their fair market cost, previous positive experience with the City, and their ability to streamline the ordering process so that we reliably receive replacement materials as needed. The contract also offers the flexibility to add or remove printers from locations throughout the City.

This Citywide agreement allows the City to lease printers from the vendor up to \$290,000.00 in costs on/or before the expiration date of October 31, 2029. The table below compares the printer model prior year pricing versus the proposed FY25 pricing. In some instances, a location has upgraded its printer capacity or functionality. In other cases, additional printers have been requested to serve new locations. The FY25 budget includes funds for the pricing increase between the previous lease agreement and this proposed lease agreement. The bid tally shown in the backup materials reflects the vendor pricing for the initial models requested by the City. The final proposal includes the various changes requested by City staff once the vendor with the best value proposal was determined.

Location	Model 2024	2024 Mth	2024 Yearly	Model 2025	2025 Mth	2025 Yearly
Courts	B405	\$55.25	\$663.00	B415	\$18.39	\$316.68
South Eng/Econ Dev	C8055	\$274.99	\$3,299.88	C9070	\$421.37	\$5,056.44

Police Dept Patrol	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
City Secretary - East	C8045	\$192.98	\$2,315.76	Remove	0	0
City Hall West	C8045	\$192.98	\$2,033.16	C9070	\$421.37	\$5,056.44
North Planning / Billing	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
PARD	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
Public Works	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
Police Dept Admin	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
Police Dept Main Fl	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
Utility Billing	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
Police Dept CID	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
Police Dept Records	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
Fire Dept Training	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
Fire Dept Admin	C8045	\$169.43	\$2,033.16	C8255	\$235.01	\$2,820.12
Building Permits	C405	\$91.61	\$1,099.32	C415	\$52.69	\$632.28
Library Staff	C8155	\$181.28	\$2,033.16	C8255	\$235.01	\$2,820.12
Library Patron	C8135T	\$163.78	\$1,965.36	C8235T	\$226.48	\$2717.76
LAC	C8155	\$282.61	\$3,991.32	C8255	\$235.01	\$2,820.12
Annex Planning Dept	Brother MFCL9630	\$70.00	\$840.00	Brother MFCL9630	\$70.00	\$840.00
Crystal Falls Golf	Brother MFCL9630	\$70.00	\$840.00	Brother MFCL9630	\$70.00	\$840.00
Police Dept Dispatch	Brother MFCL9630	\$70.00	\$840.00	Brother MFCL9630	\$70.00	\$840.00
Fire Station #2	Brother MFCL9630	\$70.00	\$840.00	Brother MFCL9630	\$70.00	\$840.00
Fire Station #1	N/A	N/A	N/A	Brother MFCL9630	\$70.00	\$840.00
Fire Station #3	N/A	N/A	N/A	Brother MFCL9630	\$70.00	\$840.00
Fire Station #4	N/A	N/A	N/A	Brother MFCL9630	\$70.00	\$840.00

Fire Station #5	N/A	N/A	N/A	Brother MFCL9630	\$70.00	\$840.00
Annual:			\$43,125.72			\$57,161.16

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend approval of a five (5)- year lease with Xerox Business Solutions in the amount of \$290,000.00 for the term of contract expiring October 31, 2029; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$290,000.00 (5-year cumulative); FY25 (\$57,161.16)
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Various Departments (lease payments)

Attachments:

1. Printer Lease Offers Summary
2. 0. Contract L00409- Xerox Dahill
3. Xerox Lease Document

Solicitation Number	
Solicitation Description	FY 2025 Printers- 60 month term

***If additional cost criteria are needed, then the formulas in this spreadsheet may not be accurate or may produce unexpected results.**

Best Value Evaluation Factors				Canon		Konica Milton		Xerox		Lonestar		UBEO		Vendor #6 (Replace with actual vendor name)	
	Criteria	Total Points	Low Price	Bid Amount	Pts	Bid Amount	Pts	Bid Amount	Pts	Bid Amount	Pts	Bid Amount	Pts	Bid Amount	Pts
1	Cost Factor #1	100	\$51,727.40	\$62,057.16	83.4	\$66,360.00	77.9	\$51,727.40	100.0	\$52,800.00	98.0	\$71,940.00	71.9		0
2	Cost Factor #2	0	\$0.00		0		0		0		0		0		0
3	Cost Factor #3	0	\$0.00		0		0		0		0		0		0
4	Cost Factor #4	0	\$0.00		0		0		0		0		0		0
5	Cost Factor #5	0	\$0.00		0		0		0		0		0		0
6	Cost Factor #6	0	\$0.00		0		0		0		0		0		0
	TOTAL POINTS	100	\$51,727.40	\$62,057.16	83.4	\$66,360.00	77.9	\$51,727.40	100.0	\$52,800.00	98.0	\$71,940.00	71.9	\$0.00	0.0

Formula =
(L/\$)*Points

EXHIBIT

"A"

**CITY OF LEANDER AGREEMENT FOR PURCHASE
OF
TECHNOLOGY PRODUCTS AND SERVICES
WITH
XEROX BUSINESS SOLUTIONS SOUTHWEST**

THE STATE OF TEXAS

§

CITY OF LEANDER

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

§

§

THAT THIS AGREEMENT for the purchase of technology products and services, and for related goods (referred to herein as the "Agreement"), is made and entered into on this the 17th day of the month of October, 2024 by and between the **CITY OF LEANDER**, a Texas home-rule municipality, whose offices are located at 105 N. Brushy Street, Leander, Texas 78641 (referred to herein as the "City"), and **XEROX BUSINESS SOLUTIONS SOUTHWEST**, whose offices are located at 8200 IH I-10 Ste 325, San Antonio, TX 78630 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods, specifically technology products and services;
and

WHEREAS, City is a member of the HCDE Choice Partners Cooperative Purchasing Program ("Choice Partners") and Vendor is an approved Choice Partners vendor through Choice Partners Contract# 21/031KN-70; and

WHEREAS, City desires to purchase certain goods from Xerox Business Solutions Southwest through Choice Partners as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor is obligated to provide said goods.

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

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed. The effective date of this agreement is November 1, 2024.

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

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Vendor** means Xerox Business Solutions Southwest, its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

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

B. This Agreement shall terminate October 31, 2029.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through eight (8) of this Agreement.

4.01 ITEMS

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

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

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

5.01 COSTS

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

B. The City shall be authorized to pay the Vendor in an amount of **Two Hundred Ninety Thousand Dollars and No/100 Dollars (\$290,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

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

9.01 SUPPLEMENTAL AGREEMENT

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

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act on its behalf with regard to Contract Management of this Agreement:

Paul Preston
Information Technology
Director
105 N. Brushy St.
Leander, Texas 78641
512-528-2717
ppreston@leandertx.gov

Stuart Smith
Information Technology
Assistant Director
105 N. Brushy St.
Leander, Texas 78641
512-528-2922
ssmith@leandertx.gov

14.01 INSURANCE

Vendor shall meet all City of Leander Insurance Requirements as set forth at: <https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF>.

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

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

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

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

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

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

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Vendor represents that the Vendor nor any wholly owned

subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

D. The Vendor hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).

E. The Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Xerox Business Solutions Southwest
8200 IH I-10, Ste 325
San Antonio, TX 78630

Notice to City:

City Manager
PO Box 319
Leander, TX 78646

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or because of this Agreement and prior to the initiation of any formal action, the Parties will voluntarily submit the dispute to mediation. If a mediator cannot be agreed to within 30 days of a party requesting mediation, the parties will submit the matter to a dispute resolution center for mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. CODE ANN. (Vernon 2019). No record, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by a party.

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

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

City of Leander

Xerox Business Solutions Southwest

David Milne

Signature _____
Print Name: Todd Parton
Title: City Manager
Date: _____

Signature _____
Print Name: David Milne
Title: CFO
Date: 10-7-2024

Certificate Of Completion

Envelope Id: F7284FF4751C4C6FA353B36E4D4CAB1F

Status: Completed

Subject: Complete with DocuSign: City of Leander for Xerox signature _ Contract 0. Contract L00409- Xer...

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Betty Rice

AutoNav: Enabled

betty.rice@xerox.com

Envelopeld Stamping: Enabled

IP Address: 98.6.158.202

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Betty Rice

Location: DocuSign

10/7/2024 2:30:24 PM

betty.rice@xerox.com

Signer Events

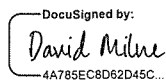
David Milne

david.milne@xerox.com

CFO

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



4A785EC8D62D45C...

Signature Adoption: Pre-selected Style
Using IP Address: 73.114.163.235**Timestamp**

Sent: 10/7/2024 2:33:26 PM

Viewed: 10/7/2024 2:34:50 PM

Signed: 10/7/2024 2:36:03 PM

Freeform Signing

Electronic Record and Signature Disclosure:

Accepted: 10/7/2024 2:34:50 PM

ID: 430810ad-e9d8-4fcf-aac7-77e4b9f0ae83

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/7/2024 2:33:26 PM

Certified Delivered

Security Checked

10/7/2024 2:34:50 PM

Signing Complete

Security Checked

10/7/2024 2:36:03 PM

Completed

Security Checked

10/7/2024 2:36:03 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

State and Local Government
Master Lease Schedule - Cost Per Image



Supplier Name & Address: Dahill Office Technology Corporation- 8200 IH 10 W, Suite 400 San Antonio, TX 78230				Master Lease Agreement Number: 010-0046695-007	
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851				Agreement No:	
CUSTOMER INFORMATION					
Full Legal Name: City of Leander			Phone Number: 512-528-2730		
Address: 105 N Brushy St		City: Leander		State: TX	Zip: 78641
Contact Name: Cheryl Kaulman		Contact Email: ckaufman@leandertx.gov			
Accounts Payable Contact Name: Cheryl Kaufman		Accounts Payable Contact Email: ckaufman@leandertx.gov			
EQUIPMENT					
Quantity	Model and Description		Quantity	Model and Description	
☒ See Attached Schedule A Equipment Location (if different from Billing Address):					
METER AND/OR POOL INFORMATION:					
Meter/Pool Name:		Allowance:	Excess Rate:	Meter/Pool Name:	Allowance:
Excess Image Charge Billing Frequency (Monthly if not noted): ☒ See Attached Schedule A					
TERM		PAYMENT - (Monthly frequency unless otherwise noted)		PURCHASE OPTION - (FMV UNLESS OTHERWISE NOTED)	
Initial Term: (IN MONTHS)	60 months	\$4,763.43 Monthly (plus applicable taxes)		☒ \$1 Purchase Option	
CUSTOMER ACCEPTANCE					
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE AN AUTHORIZED SIGNER, ARE ENTERING INTO A NON-CANCELABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS ON PAGES 1 AND 2 (AND 3 IF APPLICABLE) OF THE MASTER LEASE AGREEMENT.					
Authorized Signer X:			Federal Tax ID: (Required)		
Print Name:			Title:	Date:	
OWNER ACCEPTANCE					
Accepted By: Xerox Financial Services LLC			Name and Title:		Date:
TERMS & CONDITIONS					

Pursuant to that State and Local Government Master Lease Agreement Number indicated above ("Agreement") between you and XFS, **the terms and conditions of which are fully incorporated into this Schedule**, you hereby agree to Lease such Equipment from XFS effective the Acceptance Date corresponding to this Schedule for the Term specified above, and you agree to pay XFS the Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Agreement and all of the terms used herein which are defined in the Agreement shall have the same meaning as so defined.

This Equipment Schedule "A" is attached to and becomes a part of the Agreement Number listed below, between Xerox Financial Services LLC and the undersigned Customer.

Agreement Number:

EQUIPMENT			
Quantity	Model and Description	Location	Meter Pools
1	AltaLink C8235T2 with Accessories	CITY OF LEANDER - Library Patron 1011 S BAGDAD LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	(Service Only) MFC-L9630CDN	CITY OF LEANDER-Annex Planning Dept 105 N BRUSHY ST LEANDER, TX 78641	N/A
1	(Service Only) MFC-L9630CDN	CITY OF LEANDER-Crystal Falls Golf Course 3400 CRYSTAL FALLS PKWY LEANDER, TX 78641	N/A
1	(Service Only) MFC-L9630CDN	CITY OF LEANDER-Police Dept Dispatch 705 LEANDER ST 2ND FLOOR LEANDER, TX 78641	N/A
1	(Service Only) MFC-L9630CDN	CITY OF LEANDER - Fire Station 1 604 W SAN GABRIEL PKWY LEANDER, TX 78641	N/A
1	MFC-L9630CDN	CITY OF LEANDER - Fire Station 2 1950 CRYSTAL FALLS PKWY LEANDER, TX 78641	N/A
1	(Service Only) MFC-L9630CDN	CITY OF LEANDER - Fire Station 3 101 E SONNY DRIVE LEANDER, TX 78641	N/A
1	(Service Only) MFC-L9630CDN	CITY OF LEANDER - Fire Station 4 10964 E CRYSTAL FALLS PKWY LEANDER, TX 78641	N/A
1	(Service Only) MFC-L9630CDN	CITY OF LEANDER - Fire Station 5 2800 TRAVISSE PKWY LEANDER, TX 78641	N/A
1	PrimeLink C9070 with Accessories	CITY OF LEANDER -Engineering / Eco Dev Dept 201 N BRUSHY STREET LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	PrimeLink C9070 with Accessories	CITY OF LEANDER - City Hall West 105 N BRUSHY STREET LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox B415DN with Accessories	CITY OF LEANDER - Courts 201 N BRUSHY ST LEANDER, TX 78641	B&W: Flat Rate
1	Xerox C415dn with Accessories	CITY OF LEANDER - Building Permits 201 N BRUSHY ST LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER -Police Dept Patrol 705 LEANDER DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER-Planning billing Bryson Bldg 201 N BRUSHY ST LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER- PARD 406 MUNICIPAL DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER-Public Works 607 MUNICIPAL DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER-Police Dept Admin 705 LEANDER DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER-Police Dept Main Fl 705 LEANDER DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER-Utility Billing 105 N BRUSHY ST LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate

1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER-Police Dept CID 705 LEANDER DR LEANDER, TC 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER- Records Police Dept 705 LEANDER DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER - Fire Dept Training 101 ESONNY DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER - Fire Dept Admin 101 E SONNY DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER-Library Office 1011S BAGDAD LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	CITY OF LEANDER - LAC 11880 HERO WAY W LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate

METER POOL INFORMATION

Name	Allowance	Excess Rate	Excess Frequency
B&W: Pool #1	0	\$0.00000	Quarterly
B&W: MPS Pool #1	0	\$0.00000	Monthly
Color: Pool #1	0	\$0.00000	Quarterly

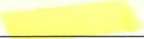
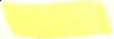
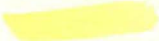
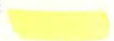
FLAT RATE POOL INFORMATION

Name	Allowance	Excess Rate	Excess Frequency
PrimeLink C9070	Flat Rate	n/a	Quarterly
AltaLink C8235T2	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Flat Rate	n/a	Quarterly

Xerox C415dn	Flat Rate	n/a	Quarterly
Xerox B415DN	Flat Rate	n/a	Quarterly

OTHER		
Quantity	Model and Description	Equipment Location

This Schedule "A" is hereby verified as correct by the undersigned Customer

Customer: CITY OF LENADER	
Authorized Signature X: 	Date: 
Name: 	Title: 

CUSTOMER			SALES & SERVICE AGREEMENT			BILL TO		
CUSTOMER NAME City of Leander			CUSTOMER NAME CITY OF LENADER					
ADDRESS 105 N Brushy St			ADDRESS PO Box 319 Accts Payable					
CITY, STATE ZIP Leander, TX 78641			CITY, STATE ZIP LEANDER, TX 78641					
PRIMARY CONTACT PERSON Cheryl Kaulman	PRIMARY PHONE NUMBER 512-528-2730	PRIMARY EMAIL Ckaufman@leandertx.gov	BILL TO CONTACT PERSON Cheryl Kaufman	BILL TO PHONE NUMBER 512-528-2730	BILL TO EMAIL ckaufman@leandertx.gov			
SALESPERSON Rice, Betty	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20336518	SERVICE CONTRACT CONTRACT # CN40108-01	☒ Replace	MPS CONTRACT CONTRACT # CN40108-01	☒ Replace		
LEASE PAYMENT			MONTHLY SERVICE PAYMENT			MONTHLY MPS PAYMENT		
\$4,763.43 Monthly			Included in Lease			Included in Lease		
TERMS OF PAYMENT: NET THIRTY (30) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

PRODUCTS				
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	TOTAL PRICE
SEE PRODUCT SCHEDULE (SCHEDULE A)				

☒ SEE PRODUCT SCHEDULE (SCHEDULE A)		☒ SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL		
				SPECIAL SERVICES FEES		\$0.00
NOTE / ADJUSTMENT DETAILS The Service/MPS Escalation Rate is 0%.						
						OTHER ADJUSTMENTS
						\$0.00
CONTRACT TYPE			EFFECTIVE DATES			TRANSACTION TYPE
☐ CASH SALE ☐ RENTAL ☒ LEASE ☐ MAINTENANCE ONLY			TERM IN MONTHS 60 Months PROPOSED START DATE			Actual start date based on delivery or lease commencement. \$1 BUYOUT(SLG)
CONTRACT TERMS						NOTES
SERVICE MPS ☒ ☒ All parts, labor, drums and supplies; excluding paper and staples ☐ ☐ All parts and labor, including drums; excluding supplies, paper, and staples ☒ ☐ Includes other (indicate) staples						Service Includes BW unlimited and Color unlimited on Xerox copiers and Brother printers. Device included MPS Agreement - Rental on Gear

CONTRACT POOLS			INCLUDED IN LEASE PAYMENT		☒ SERVICE	☒ MPS
POOL	MONTHLY VOLUME	OVG. RATE	MONTHLY PAYMENT	BASE FRQNCY	OVG. FRQNCY	
B&W: Pool #1	0	\$0.00000	Included in Lease	Monthly	Quarterly	
B&W: MPS Pool #1	0	\$0.00000	Included in Lease	Monthly	Monthly	
Color: Pool #1	0	\$0.00000	Included in Lease	Monthly	Quarterly	

SERVICE FLAT RATES									
MODEL / POOL	MONTHLY INCLUDED BLACK VOLUME	BLACK OVERAGE RATE	MONTHLY INCLUDED COLOR VOLUME	COLOR OVERAGE RATE	MONTHLY INCLUDED EXTRA LONG VOLUME	COLOR EXTRA LONG RATE	MONTHLY PAYMENT	BASE FRQNCY	OVG. FRQNCY
PrimeLink C9070 x2	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
AltaLink C8235T2	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly

Initials

Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox C415dn	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Xerox B415DN	Included	n/a	Included	n/a	Included	n/a	Included in Lease	Monthly	Quarterly
Total Volume Included for all meters: 0									

REMOTE SERVICE TECHNOLOGY			PRIMARY METER CONTACT		
XDA (Monitoring Only): 0 Devices Covered					
TECHNOLOGY CONTACT PERSON	TECH PHONE #	TECH EMAIL	METER CONTACT PERSON	METER PHONE #	METER EMAIL
Paul Preston	512-528-2717	ppreston@leandertx.gov	Paul Preston	512-528-2717	ppreston@leandertx.gov
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment.					
Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.					
QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	☐	SEE SOW FOR DETAILS	TOTAL PRICE
	SEE PRODUCT SCHEDULE (SCHEDULE A)				

CUSTOMER ACCEPTANCE	
<i>By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.</i>	
AUTHORIZED CUSTOMER SIGNATURE: SIGNER'S NAME (PRINTED):	TITLE: DATE:
COMPANY SALES:	DATE:

Initials

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or

b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter/ Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

Initials

13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of TX (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

Initials

PRODUCT SCHEDULE (SCHEDULE A)

This Product Schedule/Schedule A is attached to and becomes part of the Agreement between XFS and the undersigned Customer.

PRODUCTS								
QTY	MFG / MODEL	DESCRIPTION	ID#	SERIAL NUMBER	STARTING BLACK METER	STARTING COLOR METER	ADDRESS	METER POOLS
1	PrimeLink C9070	PrimeLink C9070 with Accessories					CITY OF LEANDER - Engineering / Eco Dev Dept 201 N BRUSHY STREET LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	AltaLink C8235T2	AltaLink C8235T2 with Accessories					CITY OF LEANDER - Library Patron 1011 S BAGDAD LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
5	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)					CITY OF LEANDER - Police Dept Patrol 705 LEANDER DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)					CITY OF LEANDER-Planning billing Bryson Bldg 201 N BRUSHY ST LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)					CITY OF LEANDER-PARD 406 MUNICIPAL DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)					CITY OF LEANDER-Public Works 607 MUNICIPAL DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)					CITY OF LEANDER-Utility Billing 105 N BRUSHY ST LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)					CITY OF LEANDER - Fire Dept Training 101 ESONNY DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)					CITY OF LEANDER - Fire Dept Admin 101 E SONNY DR LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)					CITY OF LEANDER-Library Office 1011S BAGDAD LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)	Xerox C8255 with Office Finisher (097S05019) & Fax (497K22670)					CITY OF LEANDER - LAC 11880 HERO WAY W LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox C415dn	Xerox C415dn with Accessories					CITY OF LEANDER - Building Permits 201 N BRUSHY ST LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate
1	Xerox B415DN	Xerox B415DN with Accessories					CITY OF LEANDER - Courts 201 N BRUSHY ST LEANDER, TX 78641	B&W: Flat Rate
1	MFC-L9630CDN	MFC-L9630CDN					CITY OF LEANDER-Annex Planning Dept 105 N BRUSHY ST LEANDER, TX 78641	

Initials

1	MFC-L9630CDN	MFC-L9630CDN					CITY OF LEANDER- Crystal Falls Golf Course 3400 CRYSTAL FALLS PKWY LEANDER, TX 78641	
1	MFC-L9630CDN	MFC-L9630CDN					CITY OF LENADER- Police Dept Dispatch 705 LEANDER ST 2ND FLOOR LEANDER, TX 78641	
1	MFC-L9630CDN	MFC-L9630CDN					CITY OF LEANDER - Fire Station 1 604 W SAN GABRIEL PKWY LEANDER, TX 78641	
1	MFC-L9630CDN	MFC-L9630CDN					CITY OF LEANDER - Fire Station 2 1950 CRYSTAL FALLS PKWY LEANDER, TX 78641	
1	MFC-L9630CDN	MFC-L9630CDN					CITY OF LEANDER - Fire Station 3 101 E SONNY DRIVE LEANDER, TX 78641	
1	MFC-L9630CDN	MFC-L9630CDN					CITY OF LEANDER - Fire Station 4 10964 E CRYSTAL FALLS PKWY LEANDER, TX 78641	
1	MFC-L9630CDN	MFC-L9630CDN					CITY OF LEANDER - Fire Station 5 2800 TRAVISSE PKWY LEANDER, TX 78641	
1	PrimeLink C9070	PrimeLink C9070 with Accessories					CITY OF LENADER - City Hall West 105 N BRUSHY STREET LEANDER, TX 78641	B&W: Flat Rate Color: Flat Rate

CUSTOMER ACCEPTANCE

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

AUTHORIZED CUSTOMER SIGNATURE:

TITLE:

SIGNER'S NAME (PRINTED):

DATE:

COMPANY SALES:

DATE:

Bultrac

10-7-2024

Initials

XEROX® ADVANCED MANAGED PRINT SERVICES STATEMENT OF WORK

THIS XEROX® ADVANCED MANAGED PRINT SERVICES STATEMENT OF WORK ("AMPS SOW" or "this SOW") is hereby attached to and made a part of the SSA and/or MSA ("**Agreement**") entered into by and between Dahill Office Technology Corporation ("**Company**") and City of Leander ("**Customer**"), collectively the "**Parties**", to add the AMPS as further described herein. The effective date of this AMPS SOW is 10/07/2024. Except as expressly set forth herein, the Agreement's terms and conditions are incorporated herein and shall govern the provision of AMPS pursuant to this AMPS SOW.

1. **DEFINED TERMS** - Terms defined within the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly set forth otherwise below.

Company – Refers to the Company identified in the Agreement and referenced above, and operationally may include or refer to its affiliates executing Services on its behalf.

In-Scope AMPS Equipment – AMPS-Eligible Equipment installed in the Sites and managed by Company as defined by the Xerox Tools under this AMPS SOW.

Xerox® Advanced Managed Print Services (AMPS) – Services provided by Company under this XPSAS SOW on In-Scope AMPS Equipment, which include proactive meter reads, proactive Supplies requests, and proactive break/fix requests.

Xerox® Support Assistant – An app running on a Xerox ConnectKey printer that shows the user the status of AMPS Incidents, and enables the user to raise new Incidents or submit meter reads into the AMPS process.

2. **SERVICES DESCRIPTION** – AMPS provides proactive meter reads, proactive Supplies requests, and proactive break/fix requests for In-Scope AMPS Equipment.
 - a. Company shall operate the Xerox's Service Desk Support during Company's normal business hours on Company's business days. Service Desk Support includes receipt of Service Calls by service provider. Service Calls may be generated from automatic alerts from In-Scope Devices (**Proactive Service Call**) or from the web portal by a Customer or Reseller or by telephone (**Reactive Service Call**).
 - b. To enable Company to provide the expected proactive Services and Supplies, Customer agrees to the use of a monitoring tool (see Xerox Tools). Customer ensures the selected tool continues to run and/or connects to their network and devices. Company is available for technical support of that tool, and the operation and maintenance of any Cloud component.
 - c. If the chosen device management solution is Xerox Workplace Cloud Fleet Management ('CFM'), then by agreeing to this AMPS SOW You also agree to terms as defined in the following end user licensing agreement, as well as any periodic updates thereto, relating to the use of Xerox Tools to deliver the AMPS covered in this AMPS SOW. Company and/or Xerox Corporation reserve the right to update these terms at any time.

www.xerox.com/downloads/usa/en/x/XWC-and-CFM-Terms-of-Service-and-EULA.pdf

For other solutions, Terms and Conditions will be presented in the tool User Interface itself during implementation.

3. **XEROX TOOLS** - Company may utilize one or more of the following Xerox Tools to provide AMPS:
 - a. Xerox Workplace Cloud Fleet Management solution ("CFM") – software that provides device data for monitoring of supplies, break/fix and meters and allows policy-based compliance to automate print fleet security; remote setting configuration; and security, patch and password management.
 - b. Xerox Device Agent ("XDA") is an application that enables the monitoring and assessment of the status and output of In-Scope Devices.
 - c. Xerox Device Manager ("XDM") - an application that enables the monitoring and assessment of the status and output of In-Scope Devices.
 - d. Xerox Device Direct ("XDD") - an application is embedded in the firmware of certain devices that allows In-Scope AMPS Equipment to automatically communicate Device Data to Xerox for monitoring purposes.

Initials

- e. Xerox Services Manager ("XSM") – a Web-based application providing Company with data enabling centralized asset tracking; device and supplies monitoring; and break/fix incident management.
 - f. Xerox Report Manager ("XRM") - an application that allows standard and custom reporting from XSM.
 - g. Fleet Management Portal ("FMP") - an online portal that provides program and device status and analytics.
 - h. Xerox MPS Advanced Analytics ("MPS AA") - a cloud-based reporting tool that presents data in a business intelligence format
4. **TERM** - Unless otherwise stated herein or in the Agreement, the term of this AMPS SOW shall be the same as the Term of the Agreement.
5. **CHARGES** – Charges for AMPS are set forth in the signed Agreement to which this AMPS SOW is attached and are exclusive of any and all applicable Taxes.
6. **CHANGES** – To the extent that the Parties wish to add or make modifications to this AMPS SOW, all such changes will be documented in a AMPS SOW Amendment signed by both Parties.
7. **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO AMPS SOW –**
- a. **ADDITIONAL WARRANTY DISCLAIMER** – IN ADDITION TO THE WARRANTIES AND DISCLAIMERS IN THE AGREEMENT, THE FOLLOWING SHALL APPLY TO AMPS: EXCEPT AS STATED IN THE AGREEMENT, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE PERFORMANCE OF AMPS , AND COMPANY DOES NOT WARRANT THAT AMPS WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S SOFTWARE, OR WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE ERROR FREE.

If there is a conflict between the contents of the Agreement and this AMPS SOW, this SOW shall control but only with respect to the provision of AMPS.

The terms and conditions of this AMPS SOW apply only to the provision of the AMPS, and do not affect, amend, or modify any of the provision of any other Services under the Agreement.

*** Signature Page Follows ***

Dahill Office Technology Corporation	City of Leander
Print Name: <u>Betty Ricci</u>	Print Name: <u>[Redacted]</u>
Print Title: <u>IT Technology Specialist</u>	Print Title: <u>[Redacted]</u>
Sign: <u>[Signature]</u>	Sign: <u>[Redacted]</u>
Date: <u>10-7-2024</u>	Date: <u>[Redacted]</u>

Initials

Appendix 1 - Service Desk Support Activities - Table One

Activity	Service Desk Support Xerox/XBS
Receive and log Service Call in Fleet Management Portal (FMP)	✓
Monitor Proactive Service alerts *** on network connected compliant In-Scope Devices with fault reporting capability	✓
Collect and log Call Data*	✓
Undertake basic diagnosis including web troubleshooting processes via Remote Call Assist (RCA) where the In Scope Device contains features that enable remote diagnosis and repair of problems and log activity	✓
Validate requests for consumables against entitlement, e.g., volume and order history	✓
Escalation to Level 2 Support within XSM with Call Data if RCA is unsuccessful	✓
Arrange shipment of Consumable to Customer	✓
Arrange advanced remote diagnosis with Customer upon Service Call using RCA and log activity on XSM	✓
Follow up daily on progress of Service Call (Level One Support/Level Two Support follow up on the tickets owned at that stage)	✓
Log activities on open ticket on XSM (by the Level that owns the ticket at that stage)	✓
Close ticket (by the Level that owns the ticket at that stage)	✓

* **Call Data** means Asset Tag Number (required); Serial Number (required); Customer Service Centre/Customer end user name (required); Customer Service Centre/Customer end user contact number; (required); Incident statement (required); Fault Type (required where break fix incident), Customer Service Centre/Customer end user email address; Device location; Internal reference number (if applicable); and meter reads. Call Data is Customer Data

Assumptions:

*** Advanced MPS Services, pro-active supplies and break/fix support, proper functioning of and data availability for the Xerox Tools and performance levels are dependent on active monitoring tools, such as XDA, XDM, XDD or CFM. It's the Customer's responsibility to keep such tools connected to the in-scope devices.

Initials

TRADE-IN EQUIPMENT / LEASE RETURN FORM

This Form is attached to and becomes part of the Agreement between the Company and the undersigned Customer.

RETURN TO COMPANY		LEASE CONTRACT #	SALES REP
		CUSTOMER OWNED	Rice, Betty
BILL TO		CONTACT	
CUSTOMER #	CO12	CONTACT	Cheryl Kaufman
CUSTOMER NAME	CITY OF LENADER	PHONE	512-528-2730
ADDRESS	PO Box 319 Accts Payable LEANDER, TX 78641	EMAIL	ckaufman@leandertx.gov

BUYOUT / TRADE-IN							
TRADE-IN TYPE	TERMS OF PAYOFF						
Customer Owned	The Customer's signature below attests that the equipment listed is owned by the Customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to the Company.						
MAKE/MODEL	PICKUP LOCATION	SERIAL #	SERVICE TAG	BW METER	COLOR	TOTAL	DISPOSITION
Xerox C8045	CITY OF LEANDER-Police Dept / Patrol 705 LEANDER DR LEANDER, TX 78641	8TB627207	EQ288544				
Xerox C8045	CITY OF LEANDER-CITY HALL WEST 105 N BRUSHY ST LEANDER, TX 78641	8TB627215	EQ858569				
Xerox C8045	CITY OF LEANDER-CITY HALL EAST 105 NBRUSHY ST LEANDER, TX 78641	8TB627416	EQ288568				
Xerox C8045	CITY OF LEANDER-Planning billing Bryson Bldg 201 N BRUSHY ST LEANDER, TX 78641	8TB8064601	EQ290427				
Xerox C8045	CITY OF LEANDER-Public Works 607 MUNICIPAL DR LEANDER, TX 78641	8TB063919	EQ290865				
Xerox C8045	CITY OF LEANDER- PARD 406 MUNICIPAL DR LEANDER, TX 78641	8TB063887	EQ290859				
xEROX c8045	CITY OF LEANDER-Police Dept Admin 705 LEANDER DR LEANDER , TX 78641	8TB063925	EQ290866				
XEROX C8045	CITY OF LEANDER - Fire Dept Admin 101 E SONNY DR LEANDER, TX 78641	8TB633638	EQ292093				
XEROX C8045	CITY OF LEANDER-Utility Billing 105 N BRUSHY ST LEANDER , TX 78641	8TB633197	EQ292095				
XEROX C8045	CITY OF LEANDER-Police Dept CID 705 LEANDER DR LEANDER, TC 78641	8TB633742	EQ292096				
XEROX C8045	CITY OF LEANDER- Records Police Dept 705 LEANDER DR LEANDER, TX 78641	8TB633722	EQ292097				
XEROX C8045	CITY OF LEANDER - Fire Dept Training 101 ESONNY DR LEANDER, TX 78641	8TB633198	EQ292104				
XEROX C8045	CITY OF LEANDER - Fire Dept Admin 101 E SONNY DR LEANDER, TX 78641	8TB632205	EQ292105				

Initials

XEROX C8055	CITY OF LEANDER - ENGINEERING ECO DEV 201 N BRUSHY ST LEANDER, TX 78641	8TB338297	EQ281965				
XEROX B405	CITY OF LEANDER - Courts 201 N BRUSHY ST LEANDER, TX 78641	9HB341744	EQ249652				
XEROX C405	CITY OF LEANDER - Building Permits 201 N BRUSHY ST LEANDER, TX 78641	4HX957844	EQ297876				
XEROX C8135T	CITY OF LEANDER - Library Patron 1011 S BAGDAD LEANDER, TX 78641	EKZ341499	EQ327857				
XEROX C8155	CITY OF LEANDER-Library Office 1011S BAGDAD LEANDER, TX 78641	EHQ226651	EQ325851				
XEROX C8155	CITY OF LEANDER - LAC 11880 HERO WAY W LEANDER, TX 78641	EHQ351668	EQ356327				
Brother MFC-L9630CDN Brother MFC-L9630CDN	CITY OF LEANDER-Annex Planning Dept 105 N BRUSHY ST LEANDER, TX 78641	U66624I2f117985	EQ394000				
Brother MFC-L9630CDN Brother MFC-L9630CDN	CITY OF LEANDER-Crystal Falls Golf Course 3400 CRYSTAL FALLS PKWY LEANDER, TX 78641	U666241L2F117986	EQ394001				
Brother MFC-L9630CDN Brother MFC-L9630CDN	CITY OF LEANDER - Police Dept Dispatch 705 LEANDER DR LEANDER, TX 78641	U66624A3F122503	EQ394009				
Brother MFC-L9630CDN Brother MFC-L9630CDN	CITY OF LEANDER - Fire Station 2 1950 CRYSTAL FALLS PKWY LEANDER, TX 78641	U66624A3F122513	EQ394011				

The Company agrees to remove Equipment listed above provided the following:

1. You, the Customer, acknowledge that the Company shall not be financially responsible for for any obligations relating to this equipment.

INITIAL ()

CUSTOMER ACCEPTANCE

I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of Customer. Authorized signature certifies the accuracy of the information provided herein. Unless otherwise indicated in this agreement, it is solely the Customer's responsibility to secure any sensitive data and permanently delete such data from the internal media storage prior to Company taking possession of the equipment. The Customer shall hold the Company harmless from the Customer's failure to secure and permanently delete all such data.

AUTHORIZED CUSTOMER SIGNATURE:

TITLE:

SIGNER'S NAME (PRINTED):

DATE:

COMPANY SALES:

DATE:

Initials



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Approval of the Urbana at Hero Way License to Encroach Agreement, Case LA-24-0033, to allow for the installation and maintenance of signage within portions of the right-of-way of Hero Way West, Leander, Williamson County, Texas.

BACKGROUND:

License agreements are required when developers propose to place private improvements within the public right-of-way. This agreement grants the developer permission to install the improvements as well as provide conditions that describe the responsibility of maintaining and possible removal of improvements. In addition, the developer is required to indemnify the City against claims and liabilities and carry insurance.

The developer of the Urbana at Hero Way located at 13241 Hero Way West is requesting a license to encroach agreement to install and maintain a monument sign within a portion of the right-of-way of Hero Way West.

HISTORY/TIMELINE:

APPLICANT/AGENT:

PermitFlow (Jared Schewe) on behalf of Atlantic Urbana Hero Way II, LLC. (Zach Hinman)

RECOMMENDATION:

Staff recommends approval of the license to encroach agreement.

PRESENTER:

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

Fiscal Impact

Attachments:

1. LA-24-0033 Att 1 License Agreement - Urbana
2. LA-24-0033 Att 2 Exhibit A - Urbana
3. LA-24-0033 Att 3 Letter of Intent - Urbana
4. LA-24-0033 Att 4 Location Map - Urbana
5. LA-24-0033 Att 5 Utility Approvals - Urbana

08/15/2024

Atlantic Urbana Hero Way II, LLC
Attn: Zach Hinman
P.O. Box 41539
Austin, Texas 78704

RE: Construction of Improvement in Public Utility Easement – Urbana at Hero Way (Project SD-22-0006):

Dear Mr. Hinman,

This letter sets forth the agreement (the “Agreement”) between Atlantic Urbana Hero Way II, LLC (the “Owner”) and the City of Leander (the “City”) regarding the Owner’s construction of site monument signage (the “Improvement”) within a Public Utility Easement described in Document No. 2023001016, Official Public Records of Williamson County, Texas (the “PUE”) located on that certain property described in Exhibit A (the “Property”). The City and any other entity with the right to use the PUE shall be referred to as the “Grantee”. The City consents to the Owner constructing, installing, placing, repairing, and maintaining the Improvement within the PUE, provided that the Owner complies with the following terms and conditions:

- 1) The Improvement shall be constructed in accordance with applicable local, state, and federal regulations, the plans approved by the City, and any permit issued by the City for the Improvement.
- 2) The Owner acknowledges and agrees that the placement of the Improvement within the PUE shall not in any manner restrict or limit the Grantee’s rights under the PUE.
- 3) The Owner shall be responsible for any damage caused to any utilities located in the PUE that occurs due to construction, installation, placement, repair, or maintenance of the Improvements. The Owner shall pay the Grantee the amount incurred by the Grantee for repairing such damage within thirty (30) days of receiving an invoice from the Grantee.
- 4) The Owner acknowledges and understands that this Agreement in no way restricts, limits, or modifies the Grantee’s rights under the PUE. In the event that a Grantee requires the Improvements to be removed or relocated so that a Grantee may exercise its rights under the PUE, the Owner shall remove or relocate the Improvements at Owner’s sole cost and expense within a reasonable time after notice from the Grantee that the Improvements must be removed or relocated, and no later than thirty (30) days after the date of such notice.
- 5) The Owner acknowledges and understands that the Grantee’s activities under the PUE may

damage or destroy the Improvements. The Owner acknowledges and agrees that the Grantees and their respective agents, employees, independent contractors, successors, and assigns, shall not be responsible for repairing or replacing the Improvements, or for compensating the Owner for any damage caused to the Improvement by Grantee's activities under the PUE. The grantee's sole obligation shall be to return the ground to substantially the same condition (excluding the Improvement) that existed prior to the work done under the PUE.

Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable or legal remedy not inconsistent with this Agreement or applicable state law. 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. The city may terminate this Agreement if the Owner fails to cure a default within the time required by this Agreement. In the event the City terminates the Agreement, the Owner shall remove the Improvement from the PUE within thirty days of termination of this Agreement. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.

All notices hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed to the addresses set forth in the parties' signature blocks below.

This letter agreement: (i) together with all related matters, shall be governed by the laws of the State of Texas, without reference to conflict of law principles that direct the application of the laws of a different State; (ii) constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings; (iii) may be amended or modified only by an instrument in writing executed by each of the parties hereto; (iv) is a covenant that runs with the Property and is binding upon the future owners of the Property and shall inure to the benefit of the legal representatives, heirs, successors and assigns of the parties; (v) may be executed in any number of counterparts, each of which will be deemed an original, and all of which shall be deemed one and the same agreement; and (vi) venue shall lie in Williamson County, Texas. This agreement shall be recorded in the Official Public Records of Williamson County, Texas.

[Remainder of the page intentionally left blank]

CITY OF LEANDER

Mr. Todd Parton
City Manager
P. O. Box 319
Leander, Texas 78646-0319

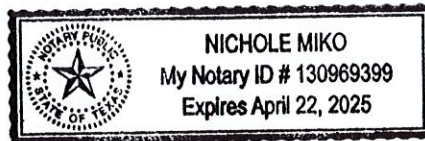
THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20____, Richard B. Beverlin, III, City Manager, City of Leander, Texas, on behalf of the City.

Notary Public - State of Texas

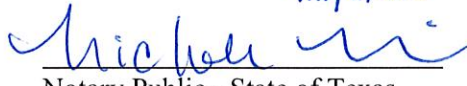


Zach Hinman, Treasurer
Atlantic Urbana Hero Way II, LLC
P.O. Box 41539
Austin, Texas 78704



THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 22nd day of August, 2024, by Zach Hinman, Treasurer of Atlantic Urbana Hero Way II, LLC, and on behalf of said entity.

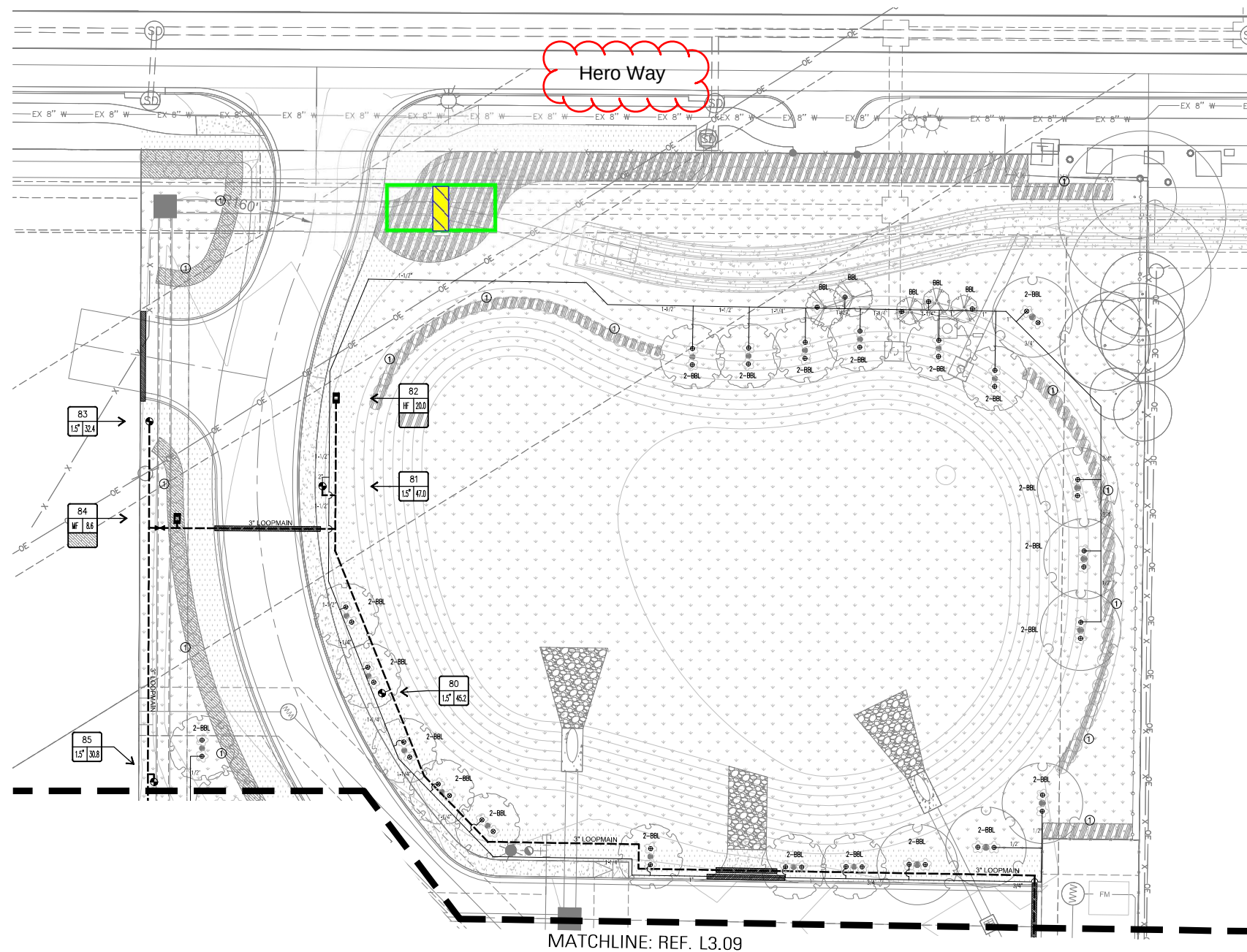


Notary Public - State of Texas

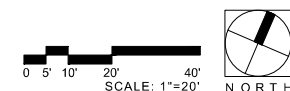
AFTER RECORDING PLEASE RETURN TO:
City of Leander
City Secretary
P.O. Box 319
Leander, Texas 78646-0319

PUE

Monument Sign



DRIP HATCHES ON PLANTING SHEETS
INDICATE SUBSURFACE PLANTING
BED DRIP. REF DRIP NOTES; L3.19



URBAN MOMENT

AUSTIN *Development* TEXAS

7/24/24

RE: Application for License to Encroach (PUE)
13241 Hero Way West, Leander

To whom it may concern,

Urban Moment is the Developer and Owner of Urbana at Hero Way (Plat 2023001016).

Project site was platted October 2022, and a 10' PUE was granted along Hero Way. During course of entitlements, a Community Monument Sign was planned within PUE. This is shown on approved Site Development Permit 22-SD-006 and associated Landscape Plans.

In preparation to pull permits, we are submitting License to Encroach Application to City of Leander in order to construct planned monument sign within PUE.

Included as attachments are:

- Cover Letter to Grantees explaining encroachment and request
- Written Response / Approvals from Grantees for encroachment
- Maps / Plans / Exhibits sent to Grantees to illustrate / explain encroachment
- Certificate of Liability listing COL as Additional Insured

Thank you in advance for your time and consideration.

Respectfully,

Zach Hinman

Urban Moment Development
(480) 221-2083
zh@urbanmoment.com

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.

Zach Hinman

From: Debbie Dobernecki <debbie.dobernecki@astound.com>
Sent: Monday, July 22, 2024 9:44 AM
To: Zach Hinman
Cc: Sam Luxton
Subject: Re: Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

Zach, hello.

Astound Broadband does not find any issues with the proposed area for the sign.

Let us know if you have additional questions.

Thank you.

Debbie Dobernecki

Astound Broadband *powered by Grande*

1100 E Howard Ln, Bldg 6 | Austin, TX 78753

(W) 512-220-3254 | Debbie.dobernecki@astound.com

On Tue, Jul 16, 2024 at 9:03 AM Zach Hinman <zh@urbanmoment.com> wrote:
Hi Debbie,

Per conversation please see attached and below. Note the Link to plans/docs in body of email below.

Thank you again!

Urban Moment is the Developer and Owner of Urbana at Hero Way (Plat 2023001016).

Project site was platted October 2022, and a 10' PUE was granted along Hero Way. During course of entitlements, a Community Monument Sign was planned within PUE. This is shown on approved Site Development Permit 22-SD-006 and associated Landscape Plans.

In preparation to pull permits, we are submitting License to Encroach Application to City of Leander.

As you are a Grantee of the PUE, I am respectfully requesting your review and approval of the location of this proposed sign and construction thereof. I am attaching exhibits to reference and can be available to meet in person, virtual, or by phone to discuss in more detail.

 [Grantee Exhibits](#)

Thank you in advance for your time and consideration.

Respectfully,



Zach Hinman

Urban Moment Development

YardHome®

Phone: 480-221-2083

Email: zh@urbanmoment.com

Website: urbanmoment.com

Zach Hinman

From: Hoy, Vance <Vance.Hoy@peci.com>
Sent: Thursday, July 11, 2024 3:12 PM
To: Zach Hinman
Cc: Butts, Brandon
Subject: RE: Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

Zach –

I had a few minutes to review; the location of the monument encroaching in the PUE poses no issue with PEC. Please use this response as confirmation that that PEC approves of the monument location.

Thanks,

Vance Hoy | PEDERNALES ELECTRIC COOPERATIVE, INC.
Electrical Distribution Design and Planning Manager
Liberty Hill District | P: (800) 868-4791, Ext. 7037 | M: (830) 225-3948

From: Zach Hinman <zh@urbanmoment.com>
Sent: Thursday, July 11, 2024 1:00 PM
To: Hoy, Vance <Vance.Hoy@peci.com>
Subject: FW: Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

WARNING: This email originated outside of Pedernales Electric Cooperative.
DO NOT click any links or open attachments unless you recognize the sender and know the content is safe.

Hi Vance – Hope you are doing well. I receive reply that Whitney is out until 22nd. Is this something you are able to review or point me to the right person? Thanks much - Zach

From: Zach Hinman
Sent: Thursday, July 11, 2024 12:49 PM
To: Burke, Whitney <Whitney.Burke@peci.com>
Subject: Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

Hi Whitney,

I tried sending below yesterday but got some bounce backs. Would you please confirm receipt?

Urban Moment is the Developer and Owner of Urbana at Hero Way (Plat 2023001016).

Project site was platted October 2022, and a 10' PUE was granted along Hero Way. During course of entitlements, a Community Monument Sign was planned within PUE. This is shown on approved Site Development Permit 22-SD-006 and associated Landscape Plans.

In preparation to pull permits, we are submitting License to Encroach Application to City of Leander.

As you are a Grantee of the PUE, I am respectfully requesting your review and approval of the location of this proposed sign and construction thereof. I am attaching exhibits to reference and can be available to meet in person, virtual, or by phone to discuss in more detail.

 [Grantee Exhibits](#)

Thank you in advance for your time and consideration.

Respectfully,



Zach Hinman

Urban Moment Development
YardHome®

Phone: 480-221-2083

Email: zh@urbanmoment.com

Website: urbanmoment.com

The information contained in this e-mail, including any attachments, is for PEC OFFICIAL USE ONLY and is intended only for the use of the intended recipient(s). Subsequent use and distribution is governed by the confidentiality of the information. If you are not the intended recipient, any dissemination, distribution, or use of this information is strictly prohibited. If you have received this communication in error, contact the number or email address in this message and destroy all copies of the original message.



Jared Schewe <jared@permitflow.com>

FW: Attn Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

1 message

Zach Hinman <zh@urbanmoment.com>
To: Jared Schewe <jared@permitflow.com>

Fri, Jul 26, 2024 at 12:57 PM

Hey Jared,

Please also include this email below with submission of PUE Encroachment.

Thanks,

Zach

From: Gina Ellison <gellison@leandertx.gov>
Sent: Friday, July 26, 2024 12:48 PM
To: Zach Hinman <zh@urbanmoment.com>
Cc: Robin Griffin <rgriffin@leandertx.gov>; Kenley Crowder <kcrowder@leandertx.gov>
Subject: RE: Attn Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

Hi Zach,

Please use this email as verification that Public Works does not have any exceptions with regard to water and wastewater to the license to encroach in the exhibits you provided.

Thank you,

Gina M. Ellison, P.E.

Executive Director of Public Works

City of Leander

O: 512.259.2640

gellison@leandertx.gov

From: Zach Hinman <zh@urbanmoment.com>
Sent: Wednesday, July 10, 2024 2:45 PM
To: Zach Hinman <zh@urbanmoment.com>
Subject: Attn Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

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.

Resending below with link to large file attachments:  [Grantee Exhibits](#)

From: Zach Hinman
Sent: Wednesday, July 10, 2024 2:41 PM
To: Zach Hinman <zh@urbanmoment.com>
Subject: Attn Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

To whom it may concern,

Urban Moment is the Developer and Owner of Urbana at Hero Way (Plat 2023001016).

Project site was platted October 2022, and a 10' PUE was granted along Hero Way. During course of entitlements, a Community Monument Sign was planned within PUE. This is shown on approved Site Development Permit 22-SD-006 and associated Landscape Plans.

In preparation to pull permits, we are submitting License to Encroach Application to City of Leander.

As you are a Grantee of the PUE, I am respectfully requesting your review and approval of the location of this proposed sign and construction thereof. I am attaching exhibits to reference and can be available to meet in person, virtual, or by phone to discuss in more detail.

Thank you in advance for your time and consideration.

Respectfully,



Zach Hinman

Urban Moment Development

YardHome®

Zach Hinman

From: Balliger, Adam M <adam.balliger@charter.com>
Sent: Tuesday, July 16, 2024 9:20 AM
To: Zach Hinman
Subject: RE: [EXTERNAL] Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

Zach,

Spectrum does not object to PUE encroachment.

Thanks

Adam Balliger | Construction Coordinator 2 | C-254-389-4647 / O-512-486-8807
CTX Construction, 810 W. Howard Ln Ste 100 Austin, TX 78753
adam.balliger@charter.com



From: Zach Hinman <zh@urbanmoment.com>
Sent: Tuesday, July 16, 2024 8:02 AM
To: Balliger, Adam M <adam.balliger@charter.com>
Subject: Re: [EXTERNAL] Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Thanks Adam. Can you please confirm in this email that Spectrum does not object to PUE encroachment so I can supply with my application to Leander. Thanks again

Zach

Sent from my iPhone

On Jul 16, 2024, at 8:57 AM, Balliger, Adam M <adam.balliger@charter.com> wrote:

My fault. Did not realize there was a link.

After looking through our maps, we currently do not have any facilities within that area, spectrums nearest facilities are within the development. Attached is a map of the location in question.

If you have any other questions please let me know.

Thank you

Adam Balliger | Construction Coordinator 2 | C-254-389-4647 / O-512-486-8807
CTX Construction, 810 W. Howard Ln Ste 100 Austin, TX 78753
adam.balliger@charter.com
<image001.jpg>

From: Zach Hinman <zh@urbanmoment.com>

Sent: Tuesday, July 16, 2024 7:32 AM

To: Balliger, Adam M <adam.balliger@charter.com>

Subject: RE: [EXTERNAL] Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Hey Adam,

Are you able to access the link in the body of the orig email below? There are plans/docs/location information there...

Let me know.

Thanks,

Zach

From: Balliger, Adam M <adam.balliger@charter.com>
Sent: Tuesday, July 16, 2024 8:28 AM
To: Zach Hinman <zh@urbanmoment.com>
Subject: RE: [EXTERNAL] Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

Hey Zach,

Can you provide a location or any plans of the location?

Thanks

Adam Balliger | Construction Coordinator 2 | C-254-389-4647 / O-512-486-8807
CTX Construction, 810 W. Howard Ln Ste 100 Austin, TX 78753
adam.balliger@charter.com
<image001.jpg>

From: Zach Hinman <zh@urbanmoment.com>
Sent: Monday, July 15, 2024 12:57 PM
To: Balliger, Adam M <adam.balliger@charter.com>
Subject: [EXTERNAL] Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Adam,

Per previous, please find below and attached. Let me know what additional information you require.

Urban Moment is the Developer and Owner of Urbana at Hero Way (Plat 2023001016).

Project site was platted October 2022, and a 10' PUE was granted along Hero Way. During course of entitlements, a Community Monument Sign was planned within PUE. This is shown on approved Site Development Permit 22-SD-006 and associated Landscape Plans.

In preparation to pull permits, we are submitting License to Encroach Application to City of Leander.

As you are a Grantee of the PUE, I am respectfully requesting your review and approval of the location of this proposed sign and construction thereof. I am attaching exhibits to reference and can be available to meet in person, virtual, or by phone to discuss in more detail.

<image002.png>
[Grantee Exhibits](#)

Thank you in advance for your time and consideration.

Respectfully,

<image003.jpg>

Zach Hinman

Urban Moment Development
YardHome®

Phone: 480-221-2083

Email: zh@urbanmoment.com

Website: urbanmoment.com

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

<Urbana Hero Way.pdf>

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

Zach Hinman

From: Pack, Emily <Emily.Pack@atmosenergy.com>
Sent: Thursday, July 11, 2024 3:48 PM
To: Zach Hinman; Andrews, Michael
Subject: RE: Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

Good afternoon, Zach!

Thank you for sending these over. I have reviewed this area and Atmos does not have any facilities within this section of ROW or PUE. We have no objections to the location & construction of the proposed sign.

If there is any interest in serving this development with natural gas, please let me know and I can assist with that process.

Thanks!

Emily Pack | Engineer 2



3110 N IH 35, Round Rock, TX 78681

P: 512-695-9024 | **E:** Emily.Pack@atmosenergy.com

From: Zach Hinman <zh@urbanmoment.com>
Sent: Thursday, July 11, 2024 12:57 PM
To: Pack, Emily <Emily.Pack@atmosenergy.com>; Andrews, Michael <Michael.Andrews@atmosenergy.com>
Subject: [EXT] FW: Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Emily – Per your response to my previous please find attached and below. Note link to Plan Exhibits. Thanks!

Urban Moment is the Developer and Owner of Urbana at Hero Way (Plat 2023001016).

Project site was platted October 2022, and a 10' PUE was granted along Hero Way. During course of entitlements, a Community Monument Sign was planned within PUE. This is shown on approved Site Development Permit 22-SD-006 and associated Landscape Plans.

In preparation to pull permits, we are submitting License to Encroach Application to City of Leander.

As you are a Grantee of the PUE, I am respectfully requesting your review and approval of the location of this proposed sign and construction thereof. I am attaching exhibits to reference and can be available to meet in person, virtual, or by phone to discuss in more detail.

 [Grantee Exhibits](#)

Thank you in advance for your time and consideration.

Respectfully,



Zach Hinman

Urban Moment Development
YardHome®

Phone: 480-221-2083

Email: zh@urbanmoment.com

Website: urbanmoment.com

Zach Hinman

From: Justin Ortiz (Ext) <justin.ortiz@AlticeUSA.com>
Sent: Thursday, July 11, 2024 2:34 PM
To: Zach Hinman; Dean Cole
Subject: RE: External E-mail - Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016
Attachments: Release of easement 7-11 Signed.pdf

Zach,

Will this work? Please see attached. Let us know if you have any questions or need anything else.

Thank you,

Justin Ortiz
Construction Coordinator
111 N. College Street | Georgetown, TX 78626
Cell (210) 627-5460
Justin.Ortiz@AlticeUSA.com



From: Zach Hinman <zh@urbanmoment.com>
Sent: Thursday, July 11, 2024 2:08 PM
To: Justin Ortiz (Ext) <justin.ortiz@AlticeUSA.com>; Dean Cole <Dean.Cole@AlticeUSA.com>
Subject: RE: External E-mail - Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Thanks again, Justin and Dean.

Zach

From: Justin Ortiz (Ext) <justin.ortiz@AlticeUSA.com>

Sent: Thursday, July 11, 2024 1:55 PM

To: Zach Hinman <zh@urbanmoment.com>; Dean Cole <Dean.Cole@AlticeUSA.com>

Subject: RE: External E-mail - Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

+@Dean Cole please see email below. I have reviewed the docs provided, no objection with Urban Movement installing their new sign along Hero Way.

Zach requires a form letter stating no objection to this encroachment

Thanks,

Justin Ortiz

Construction Coordinator

111 N. College Street | Georgetown, TX 78626

Cell (210) 627-5460

Justin.Ortiz@AlticeUSA.com



From: Zach Hinman <zh@urbanmoment.com>

Sent: Thursday, July 11, 2024 1:50 PM

To: Justin Ortiz (Ext) <justin.ortiz@AlticeUSA.com>

Subject: RE: External E-mail - Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Thanks, Justin. Do you all have a Form Letter that can be provided stating no objection to this encroachment?

From: Justin Ortiz (Ext) <justin.ortiz@AlticeUSA.com>

Sent: Thursday, July 11, 2024 1:20 PM

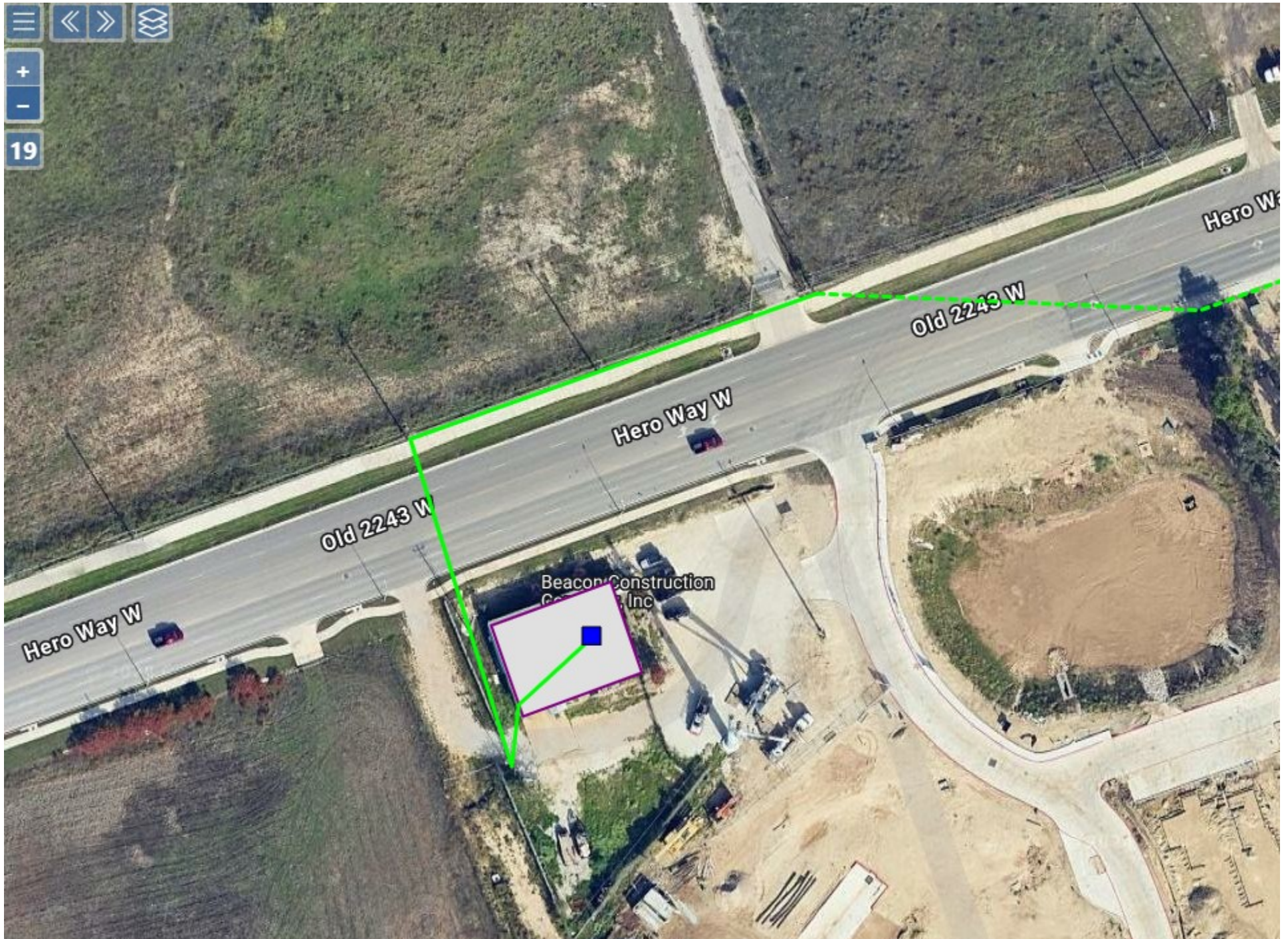
To: Zach Hinman <zh@urbanmoment.com>

Subject: RE: External E-mail - Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

Hi Zach,

After review the provided documents, I see no issues with the proposed location for your sign. We have fiber cable in the area, but crosses Hero Way W underground then goes aerial. Please see snip it below for details.

Let me know if you have any questions



Justin Ortiz
Construction Coordinator
111 N. College Street | Georgetown, TX 78626
Cell (210) 627-5460
Justin.Ortiz@AlticeUSA.com



From: Zach Hinman <zh@urbanmoment.com>
Sent: Thursday, July 11, 2024 12:56 PM
To: Justin Ortiz (Ext) <justin.ortiz@AlticeUSA.com>
Subject: External E-mail - Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Justin - per previous email please find attached and below. Also see link with plan exhibits. Thanks again.

Urban Moment is the Developer and Owner of Urbana at Hero Way (Plat 2023001016).

Project site was platted October 2022, and a 10' PUE was granted along Hero Way. During course of entitlements, a Community Monument Sign was planned within PUE. This is shown on approved Site Development Permit 22-SD-006 and associated Landscape Plans.

In preparation to pull permits, we are submitting License to Encroach Application to City of Leander.

As you are a Grantee of the PUE, I am respectfully requesting your review and approval of the location of this proposed sign and construction thereof. I am attaching exhibits to reference and can be available to meet in person, virtual, or by phone to discuss in more detail.

 [Grantee Exhibits](#)

Thank you in advance for your time and consideration.

Respectfully,



Zach Hinman

Urban Moment Development
YardHome®

Phone: 480-221-2083

Email: zh@urbanmoment.com

Website: urbanmoment.com

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

The information transmitted in this email and any of its attachments is intended only for the person or entity to which it is addressed and may contain information concerning Altice USA and/or its affiliates and subsidiaries that is proprietary, privileged, confidential and/or subject to copyright. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited and may be unlawful. If you received this in error, please contact the sender immediately and delete and destroy the communication and all of the attachments you have received and all copies thereof.

Dean Cole

To: Construction operations supervisor

STATE OF TEXAS

COUNTY OF WILLIAMSON

That Cebridge Acquisition, L.P. d/b/a Suddenlink Communications, a Delaware limited partnership with a principal place of business at 1111 Stewart Avenue, Bethpage, New York 11714, hereafter called the Grantor, that for good and valuable consideration, receipt of which is hereby acknowledged, request release, relinquish and quit claim, all its rights and privileges in and to that utility easement lying along Plat (2023001016) ALONG THIS 10' PUE. This Release of Easement is granted to: **Zach Hinman** Urban Moment Development.

Executed this 7/11/24

Grantor: Cebridge Acquisition, L.P. d/b/a Suddenlink Communications

By: Dean Cole

Name: Dean

Cole

Title: Construction operations supervisor

Dean Cole
Operations Construction Supervisor
Email- dean.cole@AlticeUSA.com
C-469-307-2698
O-512-931-2965

optimum.

Zach Hinman

From: JOHNSON, PAMELA A <pb9891@att.com>
Sent: Wednesday, July 24, 2024 12:54 PM
To: Zach Hinman
Subject: RE: Attn Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016
Attachments: Cover Letter.pdf

Hello

AT&T approves the license to encroach as stated in the attached letter, with the agreement that any damages or relocation of our facilities is paid for by the applicant/owner/contractor. Please call 811 prior to dig, if you need to relocate any lines please call to initiate a work order into the department voicemail box at 1-855-581-9891 and leave message. someone will return your call.

Thank you

From: Zach Hinman <zh@urbanmoment.com>
Sent: Tuesday, July 23, 2024 3:15 PM
To: JOHNSON, PAMELA A <pb9891@att.com>
Cc: TURNER, JIMMIE C <JT4134@att.com>; KOOS, TRACEY <tk196r@att.com>
Subject: FW: Attn Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

Apologies – I thought I had sent through! Attached is cover letter and below is request I sent to other utility providers. Please note link in thread to files and docs.

Thank you very much, Pamela!

Zach

From: Zach Hinman
Sent: Wednesday, July 10, 2024 2:45 PM
To: Zach Hinman <zh@urbanmoment.com>
Subject: Attn Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

Resending below with link to large file attachments:  [Grantee Exhibits](#)

From: Zach Hinman
Sent: Wednesday, July 10, 2024 2:41 PM
To: Zach Hinman <zh@urbanmoment.com>
Subject: Attn Grantee of PUE - Application to Encroach - City of Leander - Plat 2023001016

To whom it may concern,

Urban Moment is the Developer and Owner of Urbana at Hero Way (Plat 2023001016).

Project site was platted October 2022, and a 10' PUE was granted along Hero Way. During course of entitlements, a Community Monument Sign was planned within PUE. This is shown on approved Site Development Permit 22-SD-006 and associated Landscape Plans.

In preparation to pull permits, we are submitting License to Encroach Application to City of Leander.

As you are a Grantee of the PUE, I am respectfully requesting your review and approval of the location of this proposed sign and construction thereof. I am attaching exhibits to reference and can be available to meet in person, virtual, or by phone to discuss in more detail.

Thank you in advance for your time and consideration.

Respectfully,



Zach Hinman
Urban Moment Development
YardHome®

Phone: 480-221-2083
Email: zh@urbanmoment.com
Website: urbanmoment.com



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0014 to amend the Comprehensive Plan land use category from Leander Central to Activity Center 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 more commonly known as southwest of the intersection of East San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0014 as described above.

BACKGROUND:

This request is the final step in the Comprehensive Plan Amendment process. This amendment is associated with the Northline Retail PUD (Z-24-0127) that was reviewed by the City Council on September 19, 2024.

Staff is responsible for implementing the Comprehensive Plan and Future Land Use Map. This map was adopted in 2021. Amendments to the future land use category are a change to the future growth pattern for the city. In this situation, the Council has adopted an ordinance to allow for properties to be removed from the TOD. This ordinance would support changing the future land use category to support conventional zoning districts that would normally be associated with an Activity Center.

HISTORY/TIMELINE:

06/21/2018 – Approval of Northline PUD and Concept Plan.
11/20/2019 – Administrative approval of Northline Minor PUD Amendment
04/01/2021 – 2020 Comprehensive Plan Adoption
10/10/2024 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Northline Leander Development Company, LP. (Alexander H. Tynberg)

RECOMMENDATION:

Staff recommends approval of the amendment to the Comprehensive Plan. The developer has worked with staff to develop a Planned Unit Development that accommodates their development and transitions to the Northline TOD development. This amendment supports the proposed PUD. The Planning & Zoning Commission motioned to approve the request during the October 10, 2024 meeting, this motion failed with a 3 to 3 vote (Commissioners Mahan, Cosgrove, and Oliver opposed).

PRESENTER:

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

Fiscal Impact

Attachments:

1. CPA-24-0014 Att 1 Planning Analysis - Northline Retail PUD
2. CPA-24-0014 Att 2 FLU Map - Northline Retail PUD
3. CPA-24-0014 Att 3 Proposed FLU Map - Northline Retail PUD
4. CPA-24-0014 Att 4 Public Notification - Northline Retail PUD
5. CPA-24-0014 Att 5 Aerial Map - Northline Retail PUD
6. CPA-24-0014 Att 6 Letter of Intent - Northline Retail PUD
7. CPA-24-0014 Att 7 Ordinance - Northline Retail PUD
8. CPA-24-0014 Att 8 10-10-2024 P & Z Minutes



PLANNING ANALYSIS

COMPREHENSIVE PLAN AMENDMENT CASE CPA-24-0014 NORTHLINE RETAIL

GENERAL INFORMATION

Owner/Agent:	Endeavor Real Estate Group (R. Charles Northington) on behalf of Northline Leander Development Company, LP. (Alexander H. Tynberg).
Current Zoning:	Leander Central
Proposed Zoning:	Activity Center
Size and Location:	The property is located southwest of the intersection of East San Gabriel Parkway and 183A Toll Road, including approximately 16.0602 acres.
Staff Contact:	Karina Castillo, AICP, Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to change the designated future land use category of their property in order to adopt the Northline Retail PUD with a base zoning district of General Commercial.

SPECIAL CONSIDERATIONS

The zoning case Z-24-0127 to adopt the Northline Retail PUD requires a Comprehensive Plan Amendment be approved to allow the base zoning district of General Commercial.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Continue efforts regarding the construction of projects within the Leander Central/Transit-Oriented Development District as a mixed-use urban environment.
- Pursue signature regional attractions, destinations, and events.

Applicable Future Land Use categories

LEANDER CENTRAL

- The Leander Central future development category encompasses the City's future urban center, in close proximity to Leander Station. This area is envisioned to be a very walkable area which encourages a "sense of place" and should represent the most dense, urban form Leander will have. This is a highly activated area with first floor storefronts, employment, dense residential, and entertainment.

Land uses are less distinguishable and less regulated in the urban environment, where the focus is more on form than function. Important characteristics in the central location are building relationship with the street and pedestrian movement, signage, street design, and public gathering places.

This area is envisioned to be developed with an urban character, meaning development requires on-street or structured parking and an emphasis on pedestrian walkability. Vehicular circulation occurs along a grid-based network of complete streets with short blocks and focus on safety and efficient distribution of vehicles, bikes and pedestrians.

ACTIVITY CENTER

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

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

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

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was not held with Staff, but the applicant has been working closely with staff to coordinate the process of this project

NOTIFICATION

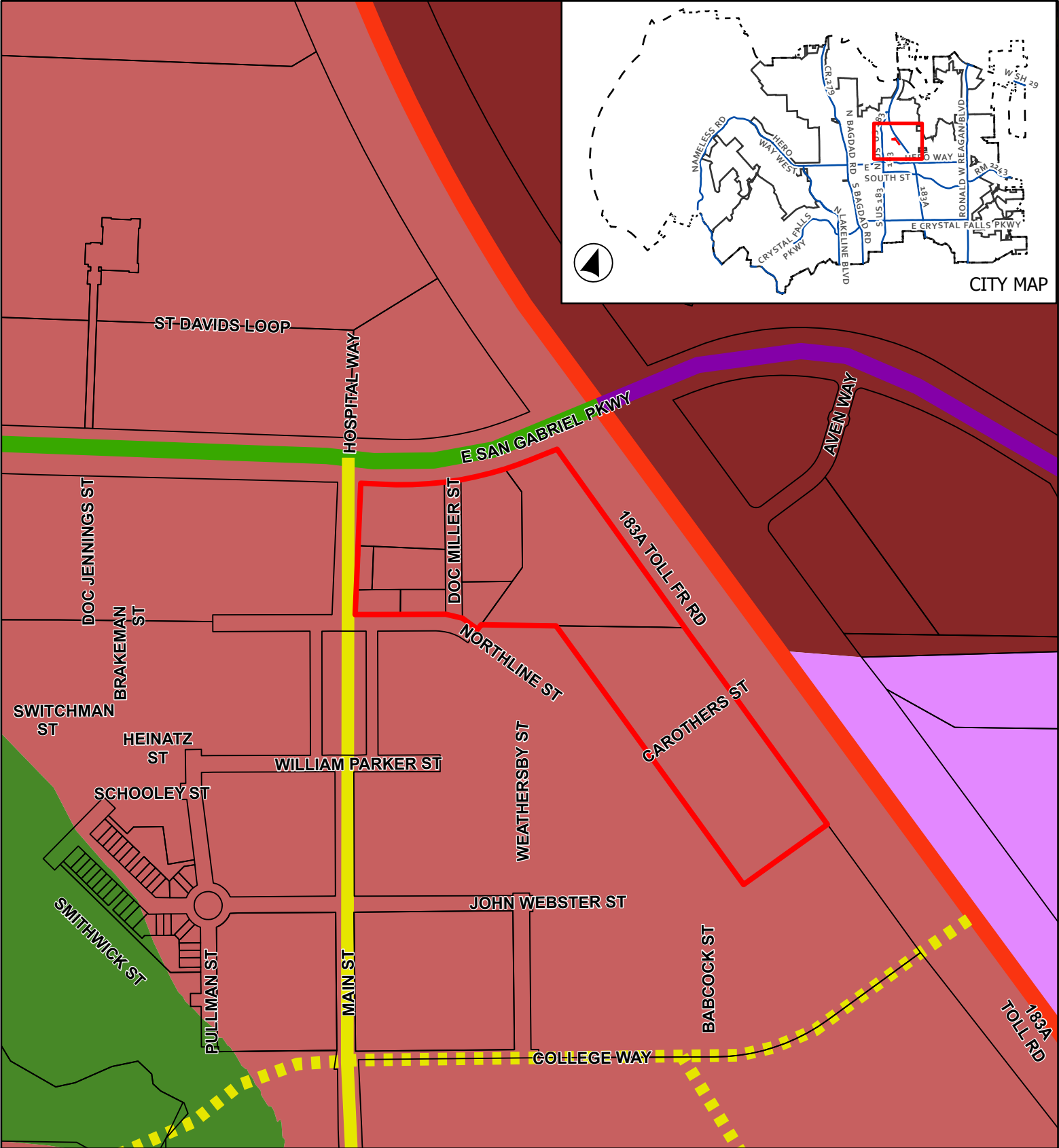
09/19/2024 - Public Notice on Hill Country News
 09/25/2024 - Mail Notification to Property Owners within 200'
 09/25/2024 - Public Hearing Signage Posted on Property
 10/10/2024 - Planning and Zoning Commission Public Hearing
 10/17/2024 - City Council Public Hearing & First Reading of the Ordinance
 11/07/2024 - City Council Second & Final Reading of the Ordinance

APPROVAL CRITERIA:

The Leander Central future land use category is intended to develop a walkable area with dense urban form with characteristics such as building relationship with the street and pedestrian movement, signage, street design, and public gathering places and requires on-street or structured parking and an emphasis on pedestrian walkability.

The Activity Centers are intended for diverse retail, employment and mixed-use destinations in regional development that will serve a population beyond Leander, and are found on major highways and arterials. Development within these centers should create community destinations with activities, amenities, shopping, restaurants and places to gather, live and work.

Staff is responsible for implementing the Comprehensive Plan and Future Land Use Map. This map was adopted in 2021. Amendments to the future land use category are a change to the future growth pattern for the city. In this situation, the Council has adopted an ordinance to allow for properties to be removed from the TOD. This ordinance would support changing the future land use category to support conventional zoning districts that would normally be associated with an Activity Center.



CASE: CPA-24-0014

ATTACHMENT 2

NORTHLINE RETAIL

Future Land Use Map



0 170 340

Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Activity Center

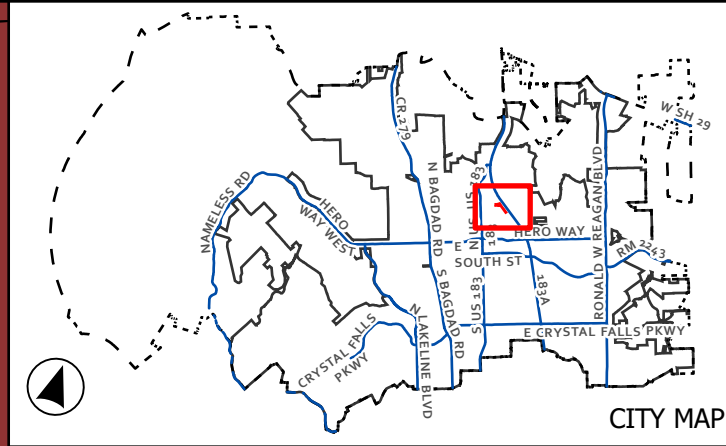
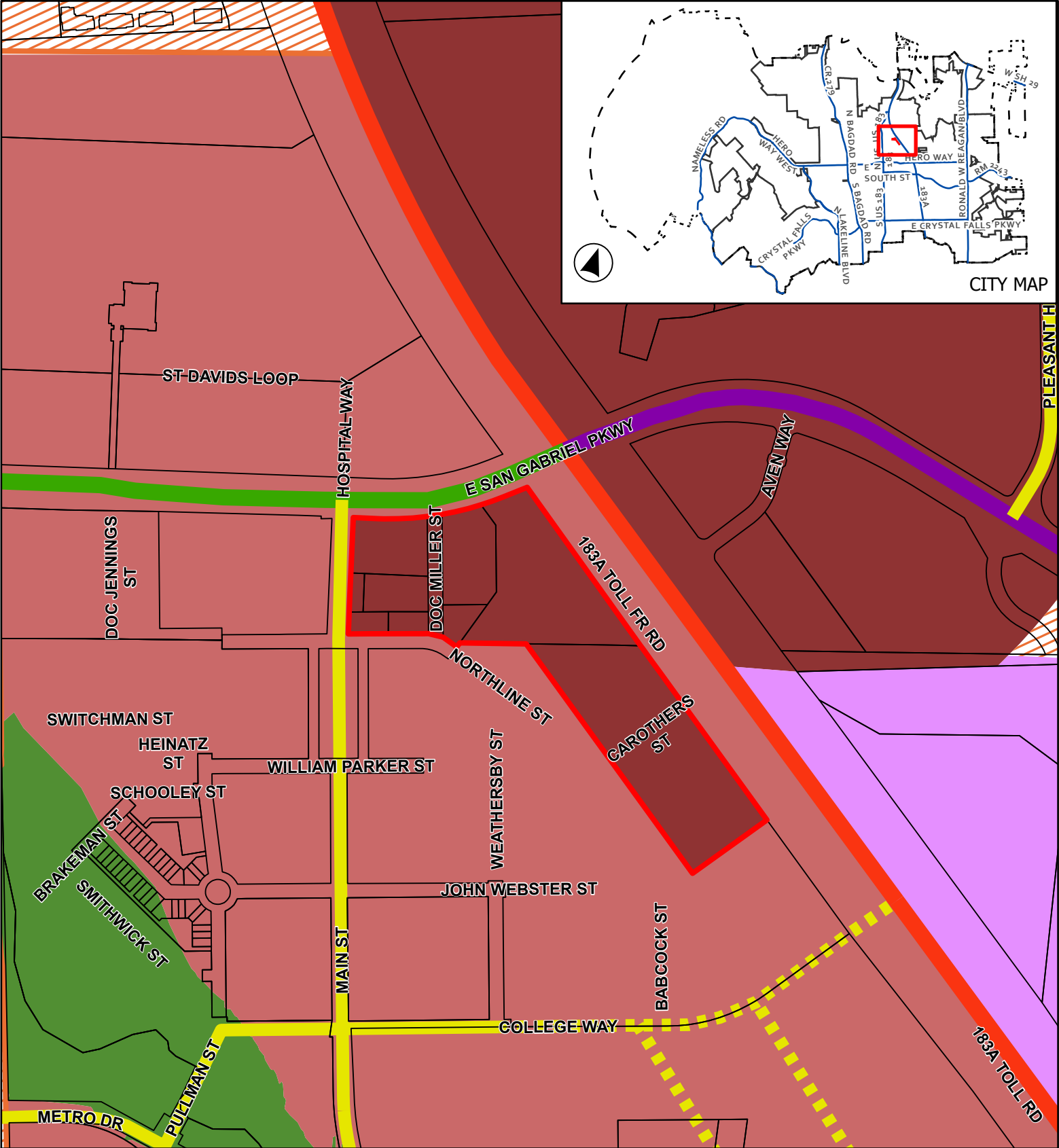
Future Land Use

- Employment Center
- Leander Central
- Greenway
- Access Controlled, Existing

Thoroughfare Plan

- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing
- Collector, Existing
- Collector, Proposed

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



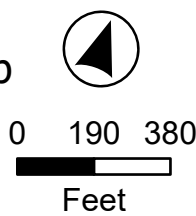
CASE: CPA-24-0014

ATTACHMENT 3

NORTHLINE RETAIL

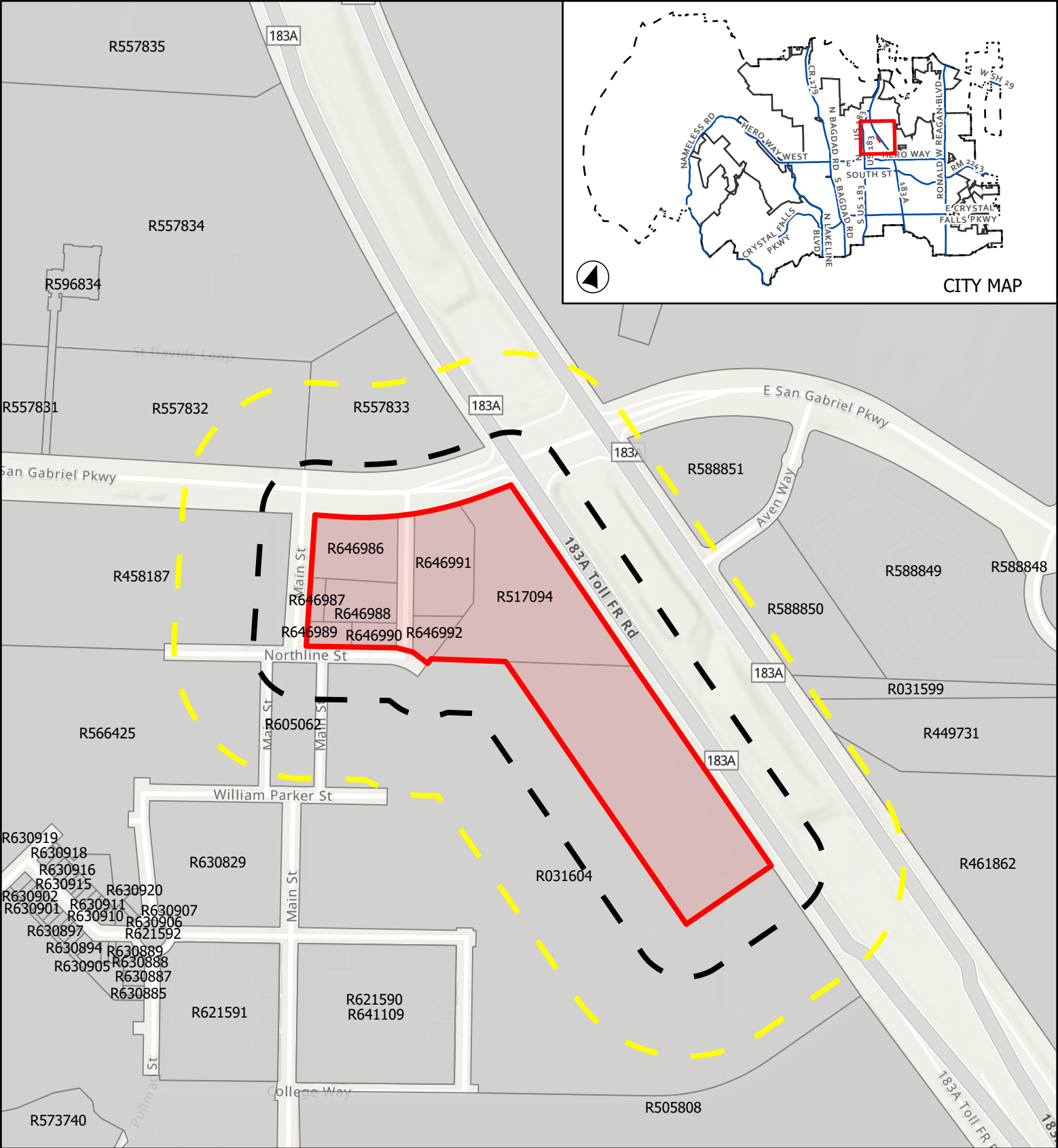
Proposed Future Land Use Map

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



- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Future Land Use
- Activity Center
- Employment Center

- Greenway
- Leander Central
- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Thoroughfare Plan
- Access Controlled, Existing
- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing
- Collector, Existing
- Collector, Proposed



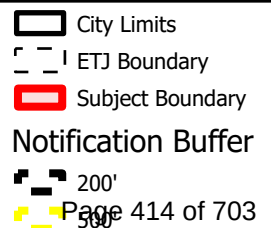
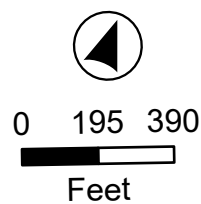
CASE: CPA-24-0014

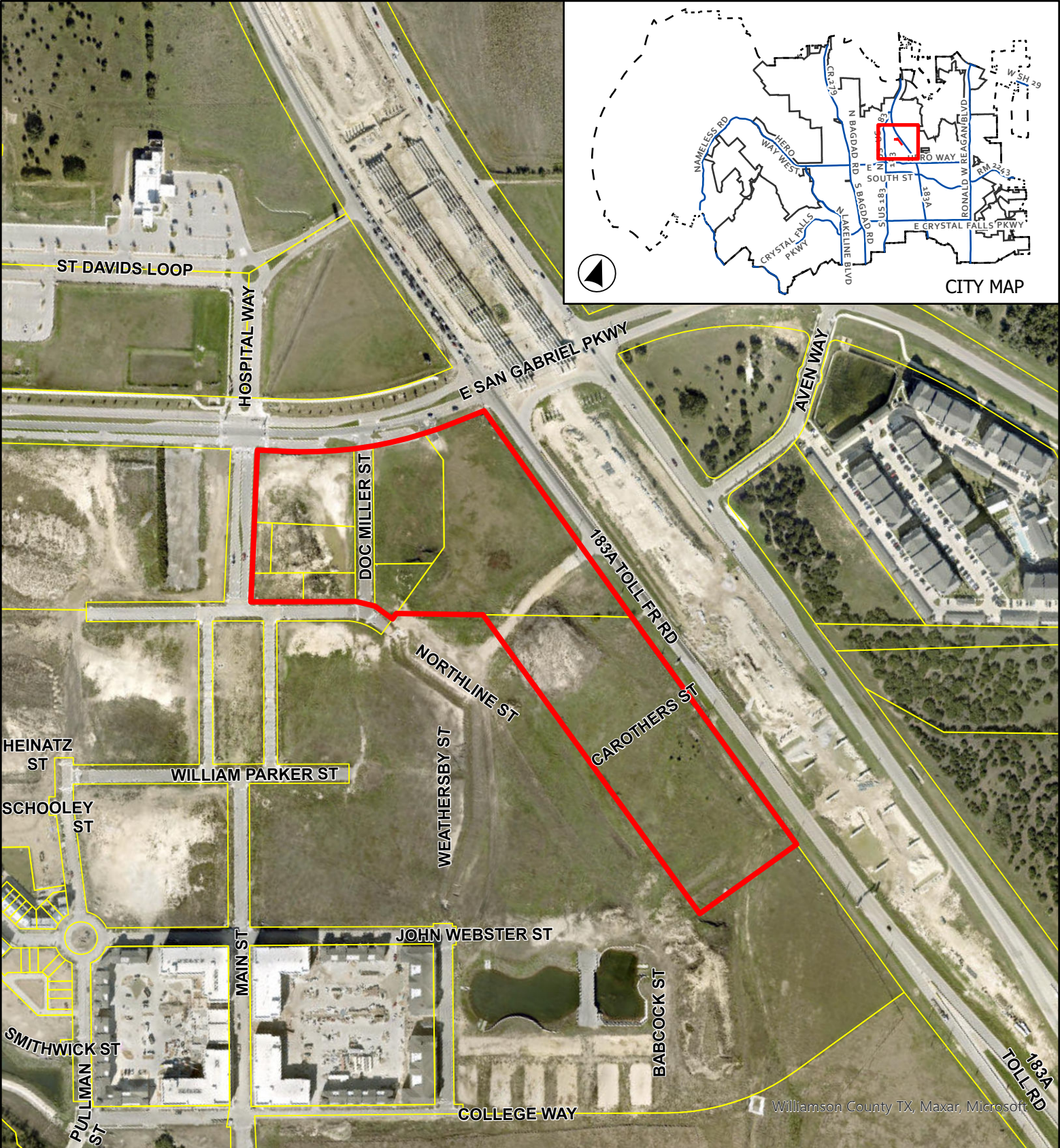
ATTACHMENT 4

NORTHLINE RETAIL

Public Notification

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





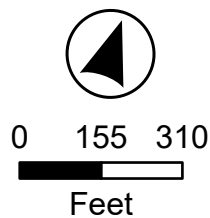
CASE: CPA-24-0014

ATTACHMENT 5

NORTHLINE RETAIL

Aerial Map

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



-  Leander City Limits
-  Subject Boundary



Alex Tynberg, Manager
Northline Leander Development Company, LP
2601 Wooldridge Drive
Austin, TX 78703
(512) 496-5373
atynberg@tynberg.com

September 13, 2024

Robin Griffin
Executive Director of Development Services
201 N. Brushy Street
Leander, TX 78641

RE: CITY OF LEANDER COMPREHENSIVE PLAN AMENDMENT LETTER OF INTENT

Dear Ms. Griffin,

Northline is coordinating with the City of Leander on the Northline Major PUD Amendment #2 (Z-24-0123) that is driven by the removal of 16.08 acres from the Northline PUD to be developed by Endeavor Real Estate Group (“Endeavor”) and included in the Endeavor Retail Major PUD Amendment (Z-24-0127) for a large-scale market viable retail development. Northline understands that this removal will require an amendment to the City of Leander Comprehensive Plan given the fact that this property is located in the Leander Central future land use category of the Comprehensive Plan and is to be redesignated as the Activity Center land use category.

The removal of 16.08 acres from the Northline PUD also contemplates an anticipated additional removal of up to another ~21.5 potential adjacent acres from the Northline PUD to the Endeavor Retail Major PUD.

We look forward to working with you on the approval of the proposed amendment to the City of Leander Comprehensive Plan. Thank you for your time in reviewing and for our ongoing coordination.

Best regards,

Alex Tynberg
Northline Leander Development Company, LP, Manager

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE MAP FROM LEANDER CENTRAL TO ACTIVITY CENTER FOR THE PROPERTY GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF EAST SAN GABRIEL PARKWAY AND 183A TOLL ROAD; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) to provide for and maintain a comprehensive plan for the City in accordance with the City Charter and Chapters 211 and 213 of the Texas Local Government Code;

WHEREAS, the City Council adopted the Future Land Use Plan set forth in the Comprehensive Plan by Ordinance No. 24-029-00;

WHEREAS, the City Council finds that the adoption of the amendments to the Future Land Use Plan herein promote the public health, safety, morals, and welfare and provide for the orderly development of the City; and

WHEREAS, after review, inquiry and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amendments to the Comprehensive Plan hereinafter set forth;

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

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

SECTION 2. Amendment of the Comprehensive Plan. The City Council hereby adopts the amendment to the Future Land Use Plan that is attached hereto as Exhibit A. The Future Land Plan, as amended, shall be kept in the office of the Planning Department and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan, as amended. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

SECTION 3. Amendment of Conflicting Ordinances. The City of Leander Future Land Use Plan previously adopted by Ordinance No. 24-029-00 is hereby amended to the extent of any conflict with Exhibit A. 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 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 First Reading this the 17th 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, October 10, 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 present except Commissioner Deirdre Moss.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the October 3, 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

Motion to approve Consent Agenda Item # 6.

6. Approval of the minutes for meeting held on September 26, 2024.

By: Board Member May
Seconded: Board Member Calame

Vote: 6 - 0 None

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-24-0014 to amend the Comprehensive Plan land use category from Leander Central to Activity Center 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 more commonly known as southwest of the intersection of East San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0014 as described above.

Marshall Hines, 1801 Montana Leander, TX 78641 spoke in opposition to the request.
Peter Maselli, 257 John Webster St Leander, TX 78641 spoke in favor to the request.

Motion to approve CPA-24-0014.

By: Board Member Calame
Seconded: Board Member Lantrip

Vote: 3 - 3 Board Member Mahan, Board Member Cosgrove, Board Member Oliver

Motion Failed.

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0120 to amend the 675 Kauffman Loop Planned Unit Development to allow for overhead commercial doors on two (2) parcels of land approximately 24.91 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and more commonly known as 675 Kauffman Loop, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0120 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-24-0120.

By: Board Member Lantrip
Seconded: Board Member Calame

Vote: 6 - 0 None

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0134 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured Home) to adopt the Hill Country Community Ministries – Lacy Drive PUD (Planned Unit Development) with the base zoning district of LC-3-A (Local Commercial) on three (3) parcels of land approximately 1.31 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R036399, R036398, and R036397; and more commonly addressed as 1005 Lacy Drive, 1007 Lacy Drive, and 1009 Lacy Drive, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0137 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning case Z-24-0137.

By: Board Member Mahan

Seconded: Board Member Cosgrove

Vote: 6 - 0 None

10. Conduct a Public Hearing regarding Zoning Case Z-24-0142 to amend the current zoning of SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land approximately 5.094 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R432899; and generally located at the southeast corner of the intersection of Hero Way West and N. Lakeline Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0142 as described above.

No one spoke in favor or in opposition of the request.

Motion to approve Zoning case Z-24-0142.

By: Board Member Mahan

Seconded: Board Member Oliver

Vote: 6 - 0 None

REGULAR AGENDA

11. Adjournment
Meeting adjourned at 7:24 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding the approval of a Resolution approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc.; authorizing the issuance of “\$39,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024”; establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds

- Discuss and consider action on a Resolution approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc., authorizing the issuance of “\$39,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024”; establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds

BACKGROUND:

The Texas Water Development Board (TWDB) formally approved BCRUA’s loan for the construction of the Phase 2 Brushy Creek Regional Water Treatment and Distribution Project on July 22, 2021. This project will complete the construction of the Phase 2 deep-water intake with a capacity of 145 MGD, the Phase 1D treatment capacity expansion to 42 MGD, electrical utility improvements for the Phase 2 raw water pump station, and bid and construction phase services.

On May 18, 2022, the BCRUA awarded the construction contract to Thalle/SAK Joint Venture in the amount of \$224,786,835.00. Leander's share is 42.85% or \$96,321,159.00. The City of Leander's plan of financing involves drawing down its approved financing of \$119,000,000.00 from the TWDB over three (3) phases. The City has taken down a total of \$80,000,000.00 in two (2) installments (2021 and 2022). This will be the third and final tranche in the amount of \$39,090,000.00.

On August 15, 2024, City Council approved a resolution authorizing the BCRUA Board to approve a Financing Agreement with the TWDB. The loan will span a twenty-five (25)- year term similar to the amortization schedules of previous bond issuances. Based on the current illustrative rates provided by the BCRUA’s financial advisor, the anticipated average annual interest rate is approximately 3.6%, which equates to an anticipated annual debt service of \$2,408,154.63. The FY25 Utility Fund budget includes this additional debt service cost.

This resolution would approve the BCRUA's resolution, planned for October 23, 2024, that would authorize the issuance of contract revenue bonds on behalf of the City of Leander. Subject to final approvals, closing on the funds is anticipated to occur on or before December 5, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	2,408,154.63 (estimated)
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Utility Debt Service (85-01-9266 & 9670)

- Attachments:**
1. City of Leander Approving Bond Resolution 2024 4
 2. Exhibit A to City Resolution - Bond Resolution 1
 3. Exhibit B to City Resolution - Form of Private Placement Memorandum 1
 4. BCRUA Bond Resolution - 2024 Leander 2
 5. TWDB Private Placement Memo - City of Leander SWIFT 2024 1
 6. Draft Opinion of Bond Counsel - Leander BCRUA TWDB Rev Bonds 2024 1
 7. Escrow Agreement - Leander BCRUA 2024 Bonds 1
 8. General Certificate of Authority - Leander BCRUA TWDB Rev Bonds 2024 1
 9. Paying Agent Registrar Agreement - BCRUA TWDB Rev Bonds 2024 1
 10. Award Certificate of BCRUA - Leander BCRUA Bonds 2024 1
 11. Draft Arbitrage and Tax Certificate - Leander BCRUA TWDB Rev Bond 2024 2

RESOLUTION NO. R-2024-_____

**RESOLUTION APPROVING A RESOLUTION OF THE BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC. AUTHORIZING THE
ISSUANCE OF CONTRACT REVENUE BONDS**

CITY OF LEANDER ,
COUNTIES OF WILLIAMSON AND TRAVIS ,
STATE OF TEXAS ,

WHEREAS, the City of Leander, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"); and

WHEREAS, the City has approved and executed the Master Contract for the financing, construction and operation of the BCRUA Regional Water Treatment and Distribution Project as amended by a First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment thereto (collectively, the "Master Contract") between the Cities of Cedar Park, Leander and Round Rock, Texas (collectively, the "Member Cities") and the BCRUA, pursuant to which the BCRUA will construct, operate and maintain water treatment and distribution facilities for the benefit of the Member Cities; and

WHEREAS, the City has previously requested the BCRUA to issue a separate series of contract revenue bonds for the City in an amount not to exceed \$39,090,000 to finance a certain portion of the City's contribution to the BCRUA Project (as defined in the Master Contract) pursuant to the Master Contract; and

WHEREAS, pursuant to Section 4.01(d) of the Master Contract, prior to adoption of a bond resolution by the BCRUA's Board of Directors for a Member City, a substantially final copy of the Bond Resolution for the Member City and the sale and offering documents, if any, shall be presented to the City Council of the Member City for review and approval; and

WHEREAS, a substantially final copy of the BCRUA's resolution attached hereto as Exhibit "A" (the "Bond Resolution") authorizing issuance of bonds (the "Bonds") to finance a portion of the BCRUA Project as described therein has been presented to the City Council; and

WHEREAS, the Bonds are being sold to the Texas Water Development Board (the "TWDB") with the only Sale and Offering Document (as defined in the Master Contract) being the limited purpose Private Placement Memorandum required by the rules of the TWDB (the "Private Placement Memorandum"), a substantially final copy of which is attached hereto as Exhibit "B" and has been presented to the City Council; and

WHEREAS, it is hereby further officially found and determined that public notice of the time, place, and purpose of this meeting was given, all as required by Texas Government Code, Chapter 551.

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

SECTION 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. Capitalized terms used herein shall have the meaning assigned in the preamble hereof or the Master Contract, unless otherwise defined.

SECTION 2. BOND RESOLUTION. The Bond Resolution attached hereto as Exhibit "A" has been presented to the City Council for review and is hereby approved as to form and content by the City Council with such changes therein or additions thereto as the City Manager or Finance Director may deem advisable. The City hereby acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from the Bond Payments (as defined in the Master Contract) to be made by the City to the BCRUA under and pursuant to the Master Contract. The Bond Resolution, including the Award Certificate executed thereunder, shall constitute a Bond Resolution under the Master Contract for all purposes.

SECTION 3. OFFERING DOCUMENT. The substantially final draft of the Private Placement Memorandum related to the issuance of the Bonds attached hereto as Exhibit "B" has been presented to the City Council for review and is hereby approved by the City Council with such changes therein or additions thereto as the City Manager or the Finance Director may deem advisable.

SECTION 4. CONTINUING DISCLOSURE UNDERTAKING. In Article X of the Master Contract, the City has agreed to provide continuing disclosure of certain financial and operating data so long as the Bonds are outstanding in accordance with Rule 15c2-12 (the "Rule") of the United States Securities and Exchange Commission (the "SEC"). Due to subsequent amendments to the Rule since the execution of the Master Contract, the City hereby undertakes as follows in order to comply with the requirements of the Rule as currently in effect:

(a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2024, financial statements of the City if audited financial statements of the City are then available, and (2) if not available by such time, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with generally accepted auditing standards by a certified public account or licensed public accountant or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of deposit made in accordance with Section 32 the Bond Resolution that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Master Contract for purposes of any other provision of the Master Contract.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

SECTION 5. CERTIFICATES. The City Manager and Finance Director are each authorized to sign an approval certificate attached hereto as Exhibit "C" reflecting the final interest rates and terms of the Bonds. The Mayor, City Secretary, City Manager and Finance Director are authorized to sign all certificates and are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Resolution and the issuance of the Bonds.

SECTION 6. CONSERVATION PLAN. The City will implement the Texas Water Development Board approved water conservation plan.

SECTION 7. IMMEDIATE EFFECT. This Resolution shall take effect immediately from and after its adoption in accordance with the law.

PASSED AND APPROVED this October 17, 2024.

Mayor
City of Leander, Texas

ATTEST:

City Secretary
City of Leander, Texas

[SIGNATURE PAGE]

EXHIBIT "A"
BOND RESOLUTION

EXHIBIT "B"

FORM OF PRIVATE PLACEMENT MEMORANDUM

EXHIBIT "C"

APPROVAL CERTIFICATE

The undersigned City Manager of the City of Leander, Texas, pursuant to the resolution adopted by the City Council on October 17, 2024 (the "Approving Resolution") approving "A Resolution Approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the Issuance of Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds, (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024; Establishing the Procedures for Selling and Delivering the Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds" authorizing the issuance of obligations designated as "Brushy Creek Regional Utility Authority Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024" (the "Bonds") do hereby approve the following terms of the Bonds:

- (i) the total principal amount of the Bonds of \$39,090,000;
- (ii) the purchase price for the Bonds is \$39,090,000;
- (iii) the dated date of the Bonds is November 15, 2024;
- (iv) the interest rates and maturity schedule for the Bonds are as set forth below:

<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>
\$1,415,000	2025	%	\$1,530,000	2038	%
1,065,000	2026		1,585,000	2039	
1,100,000	2027		1,640,000	2040	
1,130,000	2028		1,695,000	2041	
1,165,000	2029		1,760,000	2042	
1,200,000	2030		1,825,000	2043	
1,235,000	2031		1,890,000	2044	
1,270,000	2032		1,965,000	2045	
1,310,000	2033		2,040,000	2046	
1,350,000	2034		2,120,000	2047	
1,390,000	2035		2,205,000	2048	
1,435,000	2036		2,290,000	2049	
1,480,000	2037				

- (v) the Bonds are subject to optional redemption as set forth below:

On February 1, 2035, or on any date thereafter, the Bonds of this series maturing on and after August 1, 2035 may be redeemed prior to their scheduled maturities, at the option of the Brushy Creek Regional Utility Authority Inc., with funds derived from any available and lawful source, at par plus accrued interest to

the date fixed for redemption as a whole, or in part, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

- (vi) Interest on the Bonds accrues from the date of delivery and interest is payable each February 1 and August 1, commencing February 1, 2025.

[The Remainder of this page is Intentionally Left Blank]

EXECUTED AND DELIVERED this 17th day of October 2024.

Title: City Manager
City of Leander, Texas

RESOLUTION NO. BCRUA- 2024-_____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS, (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024"; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS

ADOPTED OCTOBER 23, 2024

RESOLUTION NO. BCRUA-2024-_____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS, (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024"; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (the "BCRUA") is a non-profit corporation of the State of Texas (the "State"), created by the Cities of Cedar Park, Leander and Round Rock, Texas (collectively, the "Cities" or singularly, a "City") and existing under the laws of the State, including Subchapter D of Chapter 431, as amended, Texas Transportation Code (the "Authority Act"); and

WHEREAS, pursuant to the Authority Act, the BCRUA, is empowered to acquire and construct water facilities including water conservation, storage, transportation, treatment and distribution facilities and to deliver this water to the Cities; and

WHEREAS, the Authority Act also authorizes the BCRUA acting through its Board of Directors (the "Board") to issue revenue bonds to finance such water projects, payable solely from the revenues derived from payments to be made to the BCRUA by each respective City for which a series of bonds are issued for the purpose of defraying such City's share of the cost of financing, acquiring, and constructing the BCRUA Project (as hereinafter defined); and

WHEREAS, the BCRUA has previously issued separate series of such revenue bonds for the City of Cedar Park, Texas, the City of Leander, Texas ("Leander") and the City of Round Rock, Texas ("Round Rock") to finance their respective share of costs of the BCRUA Project, with each such series payable from and secured solely by payments made by each respective City under the Contract (as hereinafter defined); and

WHEREAS, pursuant to the Authority Act, the BCRUA and the Cities have entered into a "Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project," dated as of September 2, 2008, as amended by (1) a "First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of January 22, 2009; (2) a "Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of October 20, 2010; (3) a "Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of February 22, 2012; (4) a "Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 25, 2018; (5) a "Fifth

Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 22, 2021; (6) a "Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of December 15, 2021; and (6) a "Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of March 27, 2024 (collectively, the "Contract"); and

WHEREAS, pursuant to the Contract the BCRUA has agreed to design, finance, construct, own, acquire, maintain and operate the BCRUA Project in a manner that will allow the BCRUA to deliver potable water to the Cities on a regional basis and under which each of the Cities agree to pay their share of the BCRUA Project and to make payments to or on behalf of the BCRUA in amounts sufficient to meet all of the BCRUA's obligations under the Contract including relating to a City's respective series of bonds issued to finance and refinance a City's share of the BCRUA Project and to own, operate and maintain the BCRUA Project; and

WHEREAS, the Cities and the BCRUA have approved the Contract; and

WHEREAS, Leander has requested that the BCRUA issue an additional separate series of revenue bonds in an aggregate principal amount not to exceed \$39,090,000 pursuant to the Contract to finance Leander's share of the BCRUA Project (the "Bonds"); and

WHEREAS, Round Rock has also requested that the BCRUA issue an additional separate series of contract revenue bonds pursuant to the Contract to finance its respective share of the BCRUA Project Costs with such series of contract revenue bonds expected to be issued and delivered simultaneously with the Bonds; and

WHEREAS, this Resolution constitutes a Bond Resolution as that term is defined in the Contract; and

WHEREAS, the principal of the Bonds and the interest thereon are and shall be solely payable from and secured by a lien on and pledge of the portion of the Annual Payments designated as "Bond Payments" to be made by Leander pursuant to the Contract in amounts sufficient to pay and redeem, and provide for the payment of the principal of, premium, if any, and interest on the Bonds, when due, and the fees and expenses of the Paying Agent/Registrar for the Bonds, all as required by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. THAT:

Section 1. DEFINITIONS. In addition to the definitions set forth in the preamble of this Resolution, the terms used in this Resolution (except as may be otherwise indicated in the FORM OF BOND) and not otherwise defined shall have the meanings given in Exhibit "A" to this Resolution attached hereto and made a part hereof.

Section 2. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) **Amount and Designation.** The BCRUA's bonds issued pursuant to this Resolution shall each be entitled "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024" and are hereby authorized to be issued and delivered in an aggregate maximum principal amount not to exceed \$39,090,000. The authority of the BCRUA Representative to execute and deliver an Award Certificate for the Bonds shall expire at 5:00 p.m., C.D.T., on December 31, 2024. Bonds priced on or before December 31, 2024 may close after such date.

(b) **Purpose.** The Bonds are to be issued for the following purposes to pay: (i) Leander's share of the cost of designing, constructing, acquiring, improving and/or expanding the BCRUA Project, including but not limited to construction of the phase 1D water treatment plant expansion, the phase 2 raw water delivery system and electrical utility improvements for the phase 2 raw water pump, and (ii) the costs of issuance of the Bonds..

Section 3. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) **Terms of the Bonds.** The Bonds shall initially be issued, sold, and delivered hereunder as fully registered bonds, without interest coupons, numbered consecutively from R-1 upward (except the initial Bond delivered to the Attorney General of the State which shall be numbered I-1), payable to the respective initial Registered Owners thereof in an Authorized Denomination, maturing not later than August 1, 2049, serially or otherwise on the dates, in the years and in the principal amounts, respectively, dated, all as set forth in the Award Certificate executed by the BCRUA Representative in substantially the form attached hereto as Exhibit "B".

(b) **Award Certificate.** As authorized by the Authority Act, the BCRUA Representative is hereby authorized, appointed, and designated to act on behalf of the Board in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including determining and fixing the date the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Bonds, the rate or rates of interest to be borne by each maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions for the Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in a certificate of the BCRUA Representative (the "Award Certificate") the form of which is attached hereto as Exhibit "B"; provided that (i) the price to be paid for the Bonds shall not be less than 98% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the Bonds shall not bear interest at a net effective interest rate in excess of the maximum rate allowed by law. In establishing the aggregate principal amount of the Bonds, the BCRUA Representative shall establish an amount not to exceed the amount authorized in Section 2, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery of the Bonds the Award Certificate has been executed and delivered as required by this Resolution. No such Award Certificate shall be executed and delivered under this Resolution, unless and until the City Council of the City of Leander approves this Resolution.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the Board hereby determines that the delegation of the authority to the BCRUA Representative to approve the final terms and conditions of the Bonds as set forth in this Resolution is, and the decisions made by the BCRUA Representative pursuant to such delegated authority and incorporated in the Award Certificate will be, in the BCRUA's best interest and shall have the same force and effect as if such determination were made by the Board, and the BCRUA Representative is hereby authorized to make and include in the Award Certificate an appropriate finding to that effect. The Award Certificate is hereby incorporated by reference into and made a part of this Resolution.

(c) ***Sale of the Bonds.*** To achieve advantageous borrowing costs for the BCRUA, the Bonds shall be sold to the Texas Water Development Board (the "Purchaser") at the price as set forth in the Award Certificate. The Private Placement Memorandum prepared in connection with the sale of the Bonds to the Purchaser in substantially the form attached to this Resolution is approved.

(d) ***In General.*** The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "C" to this Resolution and as determined by the BCRUA Representative as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate.

Section 4. INTEREST. The Bonds shall bear interest, calculated on the basis of a 360-day year composed of twelve 30-day months, from their date of delivery as set forth in the Award Certificate, until maturity or redemption, at the rate or rates set forth in the Award Certificate. Interest shall be payable to the Registered Owner of any such Bond in the manner provided and on the dates stated in the FORM OF BOND set forth in Exhibit "C" to this Resolution and the Award Certificate.

Section 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY-ONLY SYSTEM. (a) ***Paying Agent/Registrar.*** The BCRUA Representative in the Award Certificate shall select an eligible institution to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar"). The BCRUA Representative is authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form and substance presented to the Board set forth in Exhibit "D" in connection with the approval of this Resolution with such changes as are acceptable to the BCRUA Representative.

(b) **Registration Books.** The BCRUA shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar (the "Designated Trust Office") the Registration Books, and the Board hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as the BCRUA and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The BCRUA shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. A copy of the Registration Books shall be maintained in the State.

(c) **Ownership of Bonds.** The entity or person in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Resolution, whether or not such Bond shall be overdue, and, to the extent permitted by law, the BCRUA and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such Registered Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) **Payment of Bonds and Interest.** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Resolution. The Paying Agent/ Registrar shall keep proper records of all payments made by the BCRUA and the Paying Agent/Registrar with respect to the Bonds.

(e) **Authentication.** The Bonds initially issued and delivered pursuant to this Resolution shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State and registered by the Comptroller of Public Accounts of the State, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Resolution the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BOND in Exhibit "C" attached hereto.

(f) **Transfer, Exchange, or Replacement.** Each Bond issued and delivered pursuant to this Resolution, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Registered Owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the Registered Owner or such

assignee or assignees, as appropriate, be exchanged for fully registered Bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BOND set forth in Exhibit "C" to this Resolution, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same Series and have a single stated maturity date), as requested in writing by such Registered Owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate Registered Owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered Bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Resolution shall constitute one of the Bonds for all purposes of this Resolution and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Resolution there shall be printed an Authentication Certificate, in the form set forth in Exhibit "C" to this Resolution. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Board or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be in typed or printed form as determined by the BCRUA Representative. Pursuant to Subtitle D, Texas Government Code and particularly Section 1201.063, thereof, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Resolution. The BCRUA shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the Registered Owner or assignee of the Registered Owner not more than

three business days after the receipt of the Bonds to be canceled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** The BCRUA covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the BCRUA will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. The BCRUA reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than ninety (90) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the BCRUA covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the BCRUA. Upon any change in the Paying Agent/Registrar, the BCRUA promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(h) ***Book-Entry-Only System.*** The Bonds issued in exchange for the Bonds initially issued and delivered to the Purchaser shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsection (i) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the BCRUA and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the BCRUA and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary but to the extent permitted by law, the BCRUA and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes

whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the BCRUA's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the BCRUA to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(i) **Successor Securities Depository; Transfers Outside Book-Entry-Only System.** In the event that the BCRUA or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the BCRUA to DTC (as described in Section 35 of this Resolution) or DTC determines to discontinue providing its services with respect to the Bonds, the BCRUA shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

(j) **Payments to Cede & Co.** Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the BCRUA to DTC.

(k) **Notice of Redemption.** In addition to the method of providing a notice of redemption set forth in the FORM OF BOND, the Paying Agent/Registrar shall give notice of redemption of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that it is received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Registered Owner of any Bond who

has not sent the Bonds in for redemption sixty (60) days after the redemption date. Each notice of redemption, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the Series, the date of issue, the interest rate or rates, the maturity date, the CUSIP number, a reference to the certificate numbers and the amounts called of each certificate, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed, including a contact person and telephone number. All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such Registered Owner.

(l) **Conditional Notice of Redemption.** With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the BCRUA, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the BCRUA shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 6. FORM OF BOND. The form of the Bond, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State, with respect to the Bonds initially issued and delivered pursuant to this Resolution, shall be, respectively, substantially as set forth in Exhibit "C", with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution and any Award Certificate including specifically information relating to payment dates, the Bond date and redemption provisions.

Section 7. PLEDGE OF BOND PAYMENTS. (a) **Pledge.** The BCRUA hereby covenants and agrees that the Bond Payments are hereby irrevocably pledged to the payment and security of the Bonds Similarly Secured including the establishment and maintenance of the special funds or accounts created and established on the books and records of the BCRUA for the payment and security thereof, all as hereinafter provided; and it is hereby resolved that the Bonds Similarly Secured, and the interest thereon, shall constitute a lien on and pledge of the Bond Payments and be valid and binding without any physical delivery thereof or further act by the BCRUA, and the lien created hereby on the Bond Payments for the payment and security of the Bonds Similarly Secured shall be prior in right and claim as to any other indebtedness, liability, or obligation of the BCRUA or the BCRUA Project payable pursuant to the terms of the Contract. The BCRUA shall deposit the Bond Payments, as collected and received, into a separate fund and account on the books and records of the BCRUA known as the "Leander's Debt Service Fund," which has previously been created and is hereby confirmed, to be utilized pursuant to the Contract and Sections 9 and 12 hereof to pay the Bonds; provided, however, that the Board of the BCRUA may utilize any revenues, including those generated by the Contract, in excess of the Debt Service

Requirements on the Bonds Similarly Secured for any lawful purpose in accordance with this Resolution and the Contract.

(b) **Perfection of Pledge.** Chapter 1208, as amended, Texas Government Code, applies to the issuance of the Bonds Similarly Secured and the lien on and pledge of Bond Payments granted by the BCRUA under subsection (a) of this Section, and such pledge is therefore valid, effective, and perfected. If State law is amended at any time while the Bonds Similarly Secured are outstanding and unpaid such that the pledge of the Bond Payments granted by the BCRUA is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds Similarly Secured the perfection of the security interest in this pledge, the Board agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, as amended, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

Section 8. RATES AND CHARGES. For the benefit of the Registered Owners of the Bonds Similarly Secured and in addition to all provisions and covenants in the laws of the State and in this Resolution, the Contract between the BCRUA and Leander expressly stipulates and agrees, while any of the Bonds Similarly Secured are Outstanding, Leander will fix and collect such rates and charges for services to be supplied by the Leander System as will produce gross revenues at all times during the term of the Contract in an amount equal to pay all of the expenses of operation and maintenance of the Leander System including Annual Payments and Bond Payments under the Contract and all other amounts required by the laws and the provisions of the ordinances or resolutions authorizing the Leander Utility Bonds or other obligations now or hereafter outstanding payable, in whole or in part, from the net revenues of the Leander System, including the amounts required to pay all principal of and interest on such Leander Utility Bonds and other obligations. The BCRUA hereby expressly stipulates that it will maintain rates and charges through the Bond Payments to meet the debt service requirements on the Bonds Similarly Secured and agrees that it will take all appropriate action to enforce such terms of the Contract while any of the Bonds Similarly Secured are Outstanding.

The Registered Owners shall never have the right to demand payment for the Bonds out of any funds raised or to be raised from taxation by Leander or the BCRUA.

Section 9. DISTRIBUTION OF BOND PAYMENTS. After the Bond Payments have been received by the BCRUA such payments shall be further deposited into the Debt Service Fund as required by this Resolution.

Section 10. DEBT SERVICE FUND; CONSTRUCTION FUND; ESCROW FUND. (a) **Debt Service Fund.** For purposes of providing funds to pay the principal of and interest on the Bonds Similarly Secured as the same become due and payable, the BCRUA agrees to maintain, at the Depository, a separate and special fund or account to be created and known as the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Debt Service Fund" (the "Debt Service Fund"). The BCRUA covenants that there shall be deposited into the Debt Service Fund prior to each principal and interest payment date solely from the available Bond

Payments made by Leander pursuant to Section 9 of this Resolution an amount equal to one hundred per cent (100%) of the amount required to fully pay the interest on and the principal of the Bonds Similarly Secured then falling due and payable, such deposits to pay maturing principal and accrued interest on the Bonds Similarly Secured to be made in substantially equal monthly installments on or before the first day of each month. If the Bond Payments in any month are insufficient to make the required payments into the Debt Service Fund, then the amount of any deficiency in such payment shall be added to the amount otherwise required to be paid into the Debt Service Fund in the next month.

The required monthly deposits to the Debt Service Fund for the payment of principal of and interest on the Bonds Similarly Secured shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Debt Service Fund is equal to the amount required to fully pay and discharge all Outstanding Bonds Similarly Secured (principal and interest) or, (ii) the Bonds Similarly Secured are no longer Outstanding.

Any surplus proceeds from the sale of the Bonds, including investment income therefrom, not expended for authorized purposes shall be deposited into the Debt Service Fund, and such amounts (i.e., accrued and investment interest) so deposited into the Debt Service Fund shall reduce the sum otherwise required to be deposited in the Debt Service Fund from Bond Payments.

(b) **Construction Fund.** The BCRUA hereby creates and establishes and shall maintain on the books and records of the BCRUA a separate fund or account to be entitled the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024, Construction Fund" for use by the BCRUA for payment of Leander's share of the BCRUA Project. The BCRUA shall deposit the net proceeds from the sale of the Bonds released from escrow as provided in Section 10(c) below into the Construction Fund as provided in this Resolution. Funds in the Construction Fund shall be used for payment of Leander's share of BCRUA Project Costs. Upon payment of all such costs, any moneys remaining on deposit in the Construction Fund shall be transferred to the Debt Service Fund.

(c) **Escrow Fund.** The Escrow Agreement between the BCRUA and the escrow agent named therein (the "Escrow Agent") substantially in the form and content presented at this meeting and shown on Exhibit "E" attached hereto, specifying the duties and responsibilities of the BCRUA and the Escrow Agent, is hereby approved and the BCRUA Representative is hereby authorized and directed to execute the Escrow Agreement on behalf of the BCRUA. The BCRUA Representative in the Award Certificate shall select an eligible institution to serve as Escrow Agent.

On the closing date, the BCRUA shall cause the proceeds from the sale of the Bonds to be deposited into the Escrow Fund or, if agreed to by the Purchaser, all or a portion of the proceeds of the Bonds may be deposited into the Construction Fund.

Moneys disbursed from the Escrow Fund established pursuant to the Escrow Agreement shall be applied only for the costs of issuance of the Bonds or the BCRUA Project Costs.

The security for, and the investment of, funds on deposit in the Escrow Fund shall be governed by the provisions of the Escrow Agreement.

Section 11. DEFICIENCIES - EXCESS BOND PAYMENTS. (a) *Deficiencies.* If on any occasion there shall not be sufficient Bond Payments to make the required deposits into the Debt Service Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Bond Payments and such payments shall be in addition to the amounts required to be paid into these funds or accounts during such month or months.

(b) *Excess Bond Payments.* Subject to making the required deposits to the Debt Service Fund when and as required by this Resolution, any resolution authorizing the issuance of any currently Outstanding Bonds Similarly Secured or any resolution authorizing the issuance of Additional Bonds, any excess Bond Payments may be used by the BCRUA for any lawful purpose including, but not limited to, the redemption of any Bonds Similarly Secured.

Section 12. PAYMENT OF BONDS. While any of the Bonds Similarly Secured are Outstanding, the General Manager or other authorized BCRUA official, shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Debt Service Fund, if necessary, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Bonds Similarly Secured as such installment accrues or matures; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the Business Day next preceding the date a debt service payment is due on the Bonds Similarly Secured.

Section 13. INVESTMENTS. Funds held in any fund or account created, established, or maintained pursuant to this Resolution shall be invested as permitted by the provisions of the BCRUA investment policy and the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code and secured (to the extent not insured by the Federal Deposit Insurance Corporation) to the fullest extent required by the Public Funds Collateral Act, as amended, Chapter 2257, Texas Government Code. All interest and income derived from deposits and investments in any fund shall immediately be credited to, and any losses debited from, the fund from which such funds were derived. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

Section 14. ISSUANCE OF ADDITIONAL BONDS. In addition to the right to issue bonds of inferior lien as authorized by the laws of this State, the BCRUA reserves the right hereafter to issue Additional Bonds. The Additional Bonds, when issued, shall be payable from and secured by a lien on and pledge of the Bond Payments in the same manner and to the same extent as the Bonds and the other Bonds Similarly Secured, and shall in all respects be of equal dignity. The Additional Bonds may be issued in one or more series provided, however, that no Additional Bonds, shall be issued unless and until the following conditions have been met:

(i) Except for a refunding to cure a default, the BCRUA is not then in default as to any covenant, condition or obligation prescribed in the resolutions authorizing the issuance of the Bonds Similarly Secured or the Contract (including any amendment or supplement thereto) and

the funds under the resolution authorizing the same contains the amounts then required to be therein;

(ii) A consulting engineer certifies to the BCRUA the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the BCRUA Project as now or hereafter defined in the Contract; provided, however this certification shall not be necessary for the issuance of any refunding bonds;

(iii) Leander, shall have approved the resolution(s) authorizing the issuance of the Additional Bonds as to form and content and acknowledged that the payment of principal of and interest on such Additional Bonds is payable, in whole or in part, from the Bond Payments to be made to the BCRUA under and pursuant to the Contract;

(iv) The resolution authorizing the issuance of the Additional Bonds provides for deposits to be made to the Debt Service Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as the same become due;

(v) Based upon an opinion of legal counsel to the BCRUA that there are legal, valid and bindings contracts then in effect pursuant to which Leander and others, if any, which are parties to such contracts are obligated to make payments to the BCRUA during each fiscal year (including periods when services of the BCRUA Project may not be available to such contracting parties and others) in such amounts as shall be necessary to provide to the BCRUA sufficient funds to pay when due all principal and interest on all Bonds, Additional Bonds and other Bonds Similarly Secured to be Outstanding after the issuance of the proposed Additional Bonds; and

(vi) So long as any Bonds that will be Outstanding after the issuance of the proposed Additional Bonds are owned by the Purchaser, the BCRUA shall have demonstrated to the satisfaction of the Executive Administrator of the Purchaser that Bond Payments will be sufficient for the repayment of all of the Bonds, Additional Bonds and other Bonds Similarly Secured to be Outstanding after the issuance of the proposed Additional Bonds.

The Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the Board of the BCRUA may deem to be in the best interest of the BCRUA; provided, however, such refunding bonds do not have to comply with paragraph (ii) of this Section 14.

Section 15. SPECIAL PROJECT BONDS. The BCRUA further reserves the right to issue bonds in one or more installments for the purchase, construction, improvement, extension, replacement, enlargement or repair of utility facilities necessary under a contract or contracts with persons, corporations, municipal corporations, political subdivisions, or entities including Leander, such bonds to be payable from and secured by the proceeds of such contract or contracts (other than the Contract). The BCRUA further reserves the right to refund such bonds and secure the payment of the debt service requirements on the refunding bonds in the same manner or as otherwise permitted by the laws of the State.

Section 16. MAINTENANCE OF BCRUA PROJECT - INSURANCE. The BCRUA covenants, agrees, and affirms its covenants that while the Bonds Similarly Secured remain outstanding it will maintain and operate the BCRUA Project with all possible efficiency and maintain casualty and other insurance on the properties of the BCRUA Project and its operations of a kind and in such amounts customarily carried by municipal corporations in the State engaged in a similar type of business (which must be in an amount sufficient to protect the interests of the Registered Owners of the Bonds Similarly Secured in the BCRUA Project); and that it will faithfully and punctually perform all duties with reference to the BCRUA Project required by the laws of the State. All money received from losses under such insurance policies, other than public liability policies, shall be retained for the benefit of the Registered Owners of the Bonds Similarly Secured until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses of the BCRUA Project. Nothing in this Resolution shall be construed as requiring the BCRUA to expend any funds which are derived from sources other than the operation of the BCRUA Project but nothing herein shall be construed as preventing the BCRUA from doing so.

Section 17. RECORDS AND ACCOUNTS - ANNUAL AUDIT. The BCRUA covenants, agrees, and affirms its covenants that so long as any of the Bonds Similarly Secured remain Outstanding, it will keep and maintain separate and complete records and accounts pertaining to the operations of the BCRUA Project in which complete and correct entries shall be made of all transactions relating thereto as provided by applicable law. The Registered Owners of any Bonds Similarly Secured or any duly authorized agent or agents of such Registered Owners shall have the right to inspect the BCRUA Project and all properties comprising the same. The BCRUA further agrees that following (and in no event later than six (6) months after) the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. The BCRUA will provide such the annual audit performed by an independent firm of Certified Public Accountants as set forth in Section 30 of this Resolution. Expenses incurred in making the annual audit of the operations of the BCRUA Project are to be regarded as Maintenance and Operating Expenses of the BCRUA Project.

Section 18. SALE OR ENCUMBRANCE OF BCRUA PROJECT. While any Bonds remain Outstanding, the BCRUA will not sell, dispose of or further encumber the BCRUA Project or any substantial part thereof; provided, however, that this provision shall not prevent the BCRUA from (i) pledging the Bond Payments to Additional Bonds or Special Project Bonds as set forth in Sections 14 and 15 of this Resolution or (ii) disposing of any part of the BCRUA Project which is being replaced or is deemed by the BCRUA to be obsolete, worn out, surplus or no longer needed for the proper operation of the BCRUA Project. Any agreement pursuant to which the BCRUA contracts with a person, corporation, municipal corporation or political subdivision to operate the BCRUA Project or to lease and/or operate all or part of the BCRUA Project shall not be considered as an encumbrance of the BCRUA Project; provided, however, no such agreement shall impair the pledge and lien on the Bond Payments.

Section 19. COMPETITION. To the extent it legally may, the BCRUA will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the BCRUA Project and will prohibit the operation of any such competing facilities.

Section 20. SPECIAL COVENANTS. The BCRUA further covenants and agrees that: (a) **Title.** The BCRUA lawfully owns or will own and is or will be lawfully possessed of the lands or easements upon which its BCRUA Project is and will be located, and has or will purchase good and indefeasible estate in such lands in fee simple, or has or will lawfully obtain any necessary easements to operate the BCRUA Project, and it warrants that it has or will obtain and will defend, the title to all the aforesaid lands and easements for the benefit of the Registered Owners of the Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Bond Payments to the payment of the Bonds Similarly Secured, in the manner prescribed herein, and that it has lawfully exercised such rights.

(b) **Liens.** The BCRUA will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or its BCRUA Project, and it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge upon its BCRUA Project, provided, however, that no such tax, assessment, or charge, and that no such claims which might be or other lien or charge, shall be required to be paid while the validity of the same shall be contested in good faith by the BCRUA.

(c) **Performance.** The BCRUA will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the resolutions authorizing the issuance of Bonds Similarly Secured, and in each and every of the Bonds Similarly Secured and pay from the Bond Payments the principal of and interest on every Bonds Similarly Secured on the dates and in the places and manner prescribed in such resolutions and Bonds Similarly Secured; and that it will, at the times and in the manner prescribed, or cause to be deposited from the Bond Payments the amounts required to be deposited into the Debt Service Fund; and the Registered Owners of the Bonds Similarly Secured may require the BCRUA, its officials, agents, and employees to carry out, respect, or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of Bonds Similarly Secured, as the case may be, including, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the BCRUA, its officials, agents, and employees.

(d) **Legal Authority.** The BCRUA is duly authorized under the laws of the State to issue the Bonds Similarly Secured; that all action on its part for the authorization and issuance of the Bonds Similarly Secured has been duly and effectively taken, and the Bonds Similarly Secured in the hands of the Registered Owners thereof are and will be valid and enforceable special obligations of the BCRUA in accordance with their terms payable solely from the Bond Payments.

(e) **Budget.** The BCRUA will prepare, adopt, and place into effect an annual budget (the "Annual Budget") for Maintenance and Operation Expenses of the BCRUA Project for each Fiscal Year, including in each Annual Budget such items as are customarily and reasonably contained in a utility system budget under generally accepted accounting procedures.

(f) **Permits.** The BCRUA will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the BCRUA Project and which have been obtained from any governmental agency; and the BCRUA has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the BCRUA Project.

Section 21. LIMITED OBLIGATIONS OF THE BCRUA. The Bonds Similarly Secured are limited, special obligations of the BCRUA payable from and equally and ratably secured solely by a lien on and pledge of the Bond Payments, and the Registered Owners thereof shall never have the right to demand payment of the principal of or interest on the Bonds Similarly Secured from any funds raised or to be raised through taxation by Leander or the BCRUA.

Section 22. DEFAULT AND REMEDIES. (a) **Events of Default.** Each of the following occurrences or events for the purpose of this Resolution is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the BCRUA, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Resolution, and, if such default is capable of cure, the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the BCRUA; or

(iii) a default by Leander under the Contract.

(b) **Remedies for Event of Default.**

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the BCRUA, or any official, officer or employee of the BCRUA in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Resolution, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies. The Registered Owners are third party beneficiaries to the Contract with the ability to enforce the provisions of the Contract for such period that a default exists under the Contract.

(ii) Upon the happening of any Event of Default, then and in every case the Purchaser, acting as a Registered Owner of the Bonds, may exercise all remedies available to it in law or equity, and any provision of this Resolution or the Bonds that restricts or limits the Purchaser's full exercise of such remedies shall be of no force and effect.

(iii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then Outstanding.

(iv) As long as an Insurer is not in payment default on the related Insurance Policy for the Bonds, the Insurer shall be deemed to be the sole Registered Owner of such Bonds insured by it for purposes of enforcing remedies in the Event of Default under this Resolution.

(c) ***Remedies Not Exclusive.***

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Resolution, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Resolution.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Resolution, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Resolution do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the BCRUA or the Board.

(iv) None of the members of the Board of Directors, nor any other official or officer, agent, or employee of the BCRUA, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Resolution, or because of any Event of Default or alleged Event of Default under this Resolution.

Section 23. AMENDMENT OF RESOLUTION. (a) ***Amendments Without Consent.*** This Resolution and the rights and obligations of the BCRUA and of the Registered Owners of the Bonds may be modified or amended at any time without notice to or the consent of any Registered Owner of the Bonds or any Bonds Similarly Secured, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the BCRUA contained in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the BCRUA in this Resolution;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Resolution, upon receipt by the Board of an opinion of counsel, that the same is needed for such purpose, and will more clearly express the intent of this Resolution;

(iii) To supplement the security for the Bonds, replace or provide additional Credit Agreement, or change the form of the Bonds or make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(v) To make such changes, modifications or amendments as are permitted by Section 30(c) of this Resolution;

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds; or

(vii) To assign the Contract to a trustee.

(b) **Amendments With Consent.** Subject to the other provisions of this Resolution, the Registered Owners of Outstanding Bonds aggregating 51% in Outstanding principal amount shall have the right from time to time to approve any amendment, other than amendments described in Subsection (a) of this Section, to this Resolution which may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Resolution or in the Bonds so as to:

- (1) Make any change in the maturity of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by the Outstanding Bonds;
- (3) Reduce the amount of the principal payable on the Outstanding Bonds;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the owners of less than all Bonds then Outstanding; or

- (6) Change the minimum percentage of the Outstanding principal amount of Bonds necessary for consent to such amendment.

(c) **Notice.** (i) If at any time the Board shall desire to amend this Resolution other than pursuant to subsection (a) above, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York or the State including in the Texas Bond Reporter once during each calendar week for at least two (2) successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all owners of Bonds. Such publication is not required, however, if the Board gives or causes to be given such notice in writing to each Registered Owner of Bonds.

(ii) In the event S&P and/or Moody's maintains a rating on the Bonds, copies of any modification or amendment to this Resolution shall be sent to S&P and/or Moody's, as applicable, at least ten (10) days prior to the effective date thereof.

(d) **Receipt of Consents.** Whenever at any time not less than thirty (30) days, and within one (1) year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least 51% in Outstanding principal amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) **Effect of Amendments.** Upon the adoption by the Board of any resolution to amend this Resolution pursuant to the provisions of this Section, this Resolution shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the BCRUA and all the owners of then Outstanding Bonds and all future Bonds shall thereafter be determined, exercised, and enforced under the resolution and this Resolution, as amended.

(f) **Consent Irrevocable.** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication or other service of the notice provided for in this Section and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and the BCRUA, but such revocation shall not be effective if the owners of 51% in Outstanding principal amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) **Ownership.** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Registration Books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that

such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

(h) **Insurer Consent.** Notwithstanding the foregoing provisions of this Section, so long as any Insurer is not in payment default under its policy, no amendment or supplement to this Resolution may become effective except upon obtaining the prior written consent of any such Insurer.

Section 24. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE BONDS. (a) **Covenants.** The BCRUA covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "IRS Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the BCRUA covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the IRS Code or, if more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the BCRUA, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the IRS Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the IRS Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the IRS Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the IRS Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the IRS Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire

investment property (as defined in section 148(b)(2) of the IRS Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten (10) percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the IRS Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the IRS Code and to pay to the United States of America, not later than sixty (60) days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the IRS Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder; and

(b) **Rebate Fund.** In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the BCRUA for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the IRS Code.

(c) **Proceeds.** The BCRUA understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the

Bonds. It is the understanding of the BCRUA that the covenants contained herein are intended to assure compliance with the IRS Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the IRS Code, as applicable to the Bonds, the BCRUA will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the IRS Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the BCRUA agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the IRS Code. In furtherance of such intention, the BCRUA hereby authorizes and directs the BCRUA Representative to execute any documents, certificates or reports required by the IRS Code and to make such elections, on behalf of the BCRUA, which may be permitted by the IRS Code as are consistent with the purpose for the issuance of the Bonds. This Resolution is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) ***Allocation of, and Limitation on, Expenditures for the Project.*** The BCRUA covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2 of this Resolution (the "Project") on its books and records in accordance with the requirements of the IRS Code. The BCRUA recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the BCRUA recognizes that in order for proceeds to be expended under the IRS Code, the sale proceeds or investment earnings must be expended no more than sixty (60) days after the earlier of (1) the fifth (5th) anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The BCRUA agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the BCRUA shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) ***Disposition of Project.*** The BCRUA covenants that the property constituting the BCRUA Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the BCRUA of cash or other compensation, unless the BCRUA obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the BCRUA shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 25. RESOLUTION TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the BCRUA and the Registered Owners from time to time of the Bonds and the pledge made in this Resolution by the BCRUA and the covenants and agreements set forth in this Resolution to be performed by the BCRUA shall be for the equal and proportionate benefit, security, and protection of all Registered Owners, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Resolution.

Section 26. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 27. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BOND, whenever under the terms of this Resolution or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 28. LIMITATION OF BENEFITS WITH RESPECT TO THE RESOLUTION. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Resolution or the Bonds is intended or should be construed to confer upon or give to any person other than the BCRUA, the Registered Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Resolution and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the BCRUA, the Registered Owners, and the Paying Agent/Registrar as herein and therein provided.

Section 29. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE. The BCRUA Representative is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State. The BCRUA Representative is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds as permitted by Chapter 1202, Texas Government Code, in which case the BCRUA Representative also is authorized to request the Comptroller of Public Accounts register the Bonds, and to cause

an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The BCRUA Representative is hereby authorized to execute the engagement letter submitted herewith for Bickerstaff Heath Delgado Acosta LLP to serve as the BCRUA's Bond Counsel for the issuance of the Bonds. The approving legal opinion of the BCRUA's Bond Counsel and the assigned CUSIP numbers may, at the option of the BCRUA, be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. The preamble to this Resolution is hereby adopted and made a part of this Resolution for all purposes. If insurance is obtained on any of the Bonds, the Bonds shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 30. COMPLIANCE WITH RULE 15c2-12. (a) **Annual Reports.** The BCRUA shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the BCRUA ending in or after 2024, financial statements of the BCRUA if audited financial statements of the BCRUA are then available, and (2) if not available by such time, audited financial statements of the BCRUA, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with generally accepted auditing standards by a certified public account or licensed public accountant or such other accounting principles as the BCRUA may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the BCRUA commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the BCRUA shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the BCRUA changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the BCRUA otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) **Event Notices.** The BCRUA shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other

material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the BCRUA;
- (13) The consummation of a merger, consolidation, or acquisition involving the BCRUA or the sale of all or substantially all of the assets of the BCRUA, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the BCRUA, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the BCRUA, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the BCRUA, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the BCRUA in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the BCRUA, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the BCRUA in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the BCRUA, and (b) the BCRUA intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The BCRUA shall file notice with the MSRB, in a timely manner, of any failure by the BCRUA to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) ***Limitations, Disclaimers, and Amendments.*** The BCRUA shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the BCRUA remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the BCRUA in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The BCRUA undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the BCRUA's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The BCRUA makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE BCRUA BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BCRUA, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the BCRUA in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the BCRUA under federal and state securities laws.

The provisions of this Section may be amended by the BCRUA from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the BCRUA, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the BCRUA (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The BCRUA may also

repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the BCRUA also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the BCRUA so amends the provisions of this Section, the BCRUA shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 31. APPLICATION OF BOND PROCEEDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the BCRUA Representative as follows an amount sufficient to accomplish the purposes of Section 2 shall be deposited in the Escrow Fund or Construction Fund as authorized by the Texas Water Development Board.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited to the Debt Service Fund as provided in Section 10 and applied to the payment of interest on the Bonds.

Section 32. DEFEASANCE PROVISIONS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Resolution, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the BCRUA with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased

Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Bond Payments as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the BCRUA will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Bond.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Resolution. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the BCRUA also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the BCRUA.

(c) Notwithstanding any provision of any other Section of this Resolution which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the BCRUA shall make proper arrangements to provide and pay for such services as required by this Resolution.

(d) Notwithstanding anything elsewhere in this Resolution, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the BCRUA retains the right under State law to later call that Defeased Bond for redemption in accordance with the provisions of this Resolution, the BCRUA may call such Defeased Bond for redemption upon complying with the provisions of State law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 33. COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS. The provisions of this Section shall apply so long as the Bonds, or any of them, are owned by the Texas Water Development Board (the "TWDB"). The BCRUA will comply with all of the requirements contained in the resolution or resolutions adopted by the TWDB with respect to the issuance of the Bonds. In addition, in compliance with the TWDB's State Water Implementation Fund for Texas Loan Program Rules, the BCRUA agrees and covenants:

(a) Any loan proceeds from the Bonds that are determined to be surplus proceeds remaining after completion of one or more of the projects described in Section 2 hereof shall be used in a manner approved by the Executive Administrator. The foregoing notwithstanding, it is further provided, however, that any interest earnings on monies on deposit in the Construction Fund which are required to be rebated to the United States of America pursuant to Section 24 hereof in order to prevent the Bonds from being arbitrage bonds shall be transferred to the "Rebate Fund" hereinafter established and shall not be considered as interest earnings for purposes of this subsection.

(b) The BCRUA is solely responsible for liability resulting from acts or omissions of the BCRUA, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the BCRUA, its contractors, consultants, agents, officials and employees as a result of activities relating to the project, to the extent permitted by law.

(c) BCRUA shall report to the TWDB the amounts of project funds, if any, that were used to compensate historically underutilized businesses that worked on the project, in accordance with 31 TAC § 363.1312.

(d) The TWDB will purchase the Bonds, acting through the TWDB's designated trustee, and the Bonds shall be registered in the name of Cede & Co. and closed in book-entry form in accordance with 31 TAC Section 363.42(c)(1).

(e) Neither the BCRUA nor a related party thereto will acquire any of the TWDB's source series bonds in an amount related to the amount of the Bonds to be acquired from the BCRUA by the TWDB.

(f) Payments of principal and interest on the Bonds will be made to the TWDB via wire transfer at no cost to the TWDB.

(g) The BCRUA will provide the TWDB with copies of "as built plans" pertaining to the projects financed, in whole or in part, with any funds of the TWDB.

(h) Within 60 days of completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Bonds, BCRUA will provide a final accounting to the TWDB

of the total costs of the projects; any surplus shall be used in a manner as approved by the Executive Administrator.

(i) So long as any Bonds are held by the TWDB, BCRUA will provide to the TWDB's Executive Administrator, within 180 days of the end of BCRUA fiscal year, a copy of each of its annual audited financial statements, to be submitted without charge.

(j) The BCRUA will maintain the records and accounts described in Section 17 hereof in accordance with generally accepted accounting principles necessary to demonstrate compliance with the TWDB's financial assistance related legal and contractual provisions, in accordance with 31 TAC § 363.42(a)(2)(G).

(k) Upon request by the Executive Administrator, the BCRUA shall submit annual audits of Leander for the Executive Administrator's review.

(l) BCRUA will comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

Section 34. FURTHER PROCEDURES. The President of the Board, the BCRUA Representative, and all other officers, employees, and agents of the Board, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Board all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith. The BCRUA Representative is authorized to sign this Resolution.

Section 35. DTC LETTER OF REPRESENTATION. The Board approves execution by the BCRUA Representative and delivery to DTC of a "Blanket Letter of Representations" with respect to the utilization by the Board of DTC's book-entry-only system and the Board intends to utilize such book-entry-only system in connection with the Bonds.

Section 36. BOND INSURANCE. (a) In connection with the sale of the Bonds, the BCRUA may obtain municipal bond insurance policies from one or more municipal bond insurers (the "Insurer") to guarantee the full and complete payment required to be made by or on behalf of the Board on some or all of the Bonds as determined by the BCRUA Representative. The BCRUA Representative is hereby authorized to sign a commitment letter with the Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies of a statement describing such insurance, in form and substance satisfactory to the Insurer and the BCRUA Representative, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Resolution.

(b) As long as an Insurer is not in default on the related Insurance Policy for the Bonds, the Insurer of a Series shall be deemed to be the sole Registered Owner of such Bonds insured by it for all purposes of this Resolution.

Section 37. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions which are in conflict or inconsistent with this Resolution are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 38. PUBLIC NOTICE. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Resolution was adopted; that this Resolution would be introduced and considered for adoption at said meeting; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 39. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Resolution or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Board or any officer, agent, employee or representative of the Board in his or her individual capacity, and neither the directors, officers, agents, employees or representatives of the Board nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 40. CREDIT AGREEMENTS. To the extent permitted by law, the BCRUA reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the BCRUA Representative that such Credit Agreements are in the best interest of the BCRUA given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in this Resolution. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) debt secured by a pledge of the Bond Payments on parity with the Bonds Similarly Secured (ii) debt secured by an inferior lien secured by a pledge of the Bond Payments subordinate to the Bonds Similarly Secured or (iii) partially parity and partially inferior lien.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED on this October 23, 2024.

**BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.**

BCRUA Representative

EXHIBIT A – Definitions
EXHIBIT B – Form of Award Certificate
EXHIBIT C – Form of Bond
EXHIBIT D – Paying Agent/Registrar Agreement
EXHIBIT E – Escrow Agreement

[SIGNATURE PAGE]

EXHIBIT A

DEFINITIONS

As used in this Resolution, the following terms and expressions shall have the meanings set forth below, unless the text in this Resolution specifically indicates otherwise.

The term *Additional Bonds* shall mean the obligations issued in accordance with the terms and conditions prescribed in Section 14 hereof.

The term *Annual Payments* shall have the meaning given in the Contract.

The term *Authorized Denominations* shall mean with respect to the Bonds the denomination of \$5,000 or any integral multiple thereof.

The term *Average Annual Debt Service Requirements* shall mean that average amount which, at the time of computation, will be required to pay the Debt Service Requirements on all outstanding Bonds Similarly Secured when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Debt Service Requirement by the number of Fiscal Years then remaining before Stated Maturity of such Bonds Similarly Secured. For purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from Bond proceeds shall be excluded in making the aforementioned computation.

The term *Award Certificate* shall mean the Certificate executed by the BCRUA Representative in connection with the Bonds that establishes the terms of the Bonds issued pursuant to Section 3 of this Resolution.

The term *BCRUA* shall mean Brushy Creek Regional Utility Authority, Inc. and any other public agency succeeding to the powers, rights, privileges and functions of the BCRUA and, when appropriate, the Board of Directors of the BCRUA.

The term *BCRUA Project* shall mean, collectively, the Land Interests and the improvements described in the recitals to the Contract and further described in the Preliminary Design Report, and as shown on Exhibit "D," Exhibit "D-1," Exhibit "D-2," Exhibit "D-3," Exhibit "E" and Exhibit "E-1" to the Contract. Without limitation the BCRUA Project includes the facilities, lines, intake structures, storage tanks, booster pumps and other appurtenances in the BCRUA Project, including specifically Phases 1B, 1C, and 1D, as described in Exhibit "E" to the Contract, including specifically Phase IIA as described in Exhibit "E-1" to the Contract, and the Phase II Regional System Components, as described in the Preliminary Design Report and owned by the BCRUA sufficient to treat the raw water and deliver the treated water to which the Cities, respectively, are entitled under the Contract.

The term *BCRUA Project Costs* means and includes, without limitation, the following costs incurred for the BCRUA Project by or on behalf of the BCRUA or the Cities: (i) the cost of acquisition of the Land Interests, including appraisals, closing costs and title insurance policies;

(ii) the cost of acquisition, construction, repair, replacement, improvement or decommissioning of the Facilities, and any structure, item of equipment, or other item, used for, or in connection with, the BCRUA Project; (iii) the cost of site preparation of the Land Interests, including demolition or removal of structures and improvements as necessary or incident to accomplishing the BCRUA Project; (iv) the cost of engineering, legal, architectural or other related services; (v) the preparation cost of plans, specifications, studies, surveys, cost estimates, and other expenses necessary or incident to planning, providing, or financing the BCRUA Project; (vi) the cost of machinery, equipment, furnishings, and facilities necessary or incident to placing the BCRUA Project in operation; (vii) finance charges and interest before, during, and after construction as permitted by the laws of the State; (viii) costs incurred in connection with financing the BCRUA Project, including, without limitation: (1) financing, legal, accounting, financial advisory, rating agency, and auditing fees, expenses and disbursements; (2) the cost of printing, engraving, and reproduction services; and (3) the cost of a trustee<s or paying agent<s initial or acceptance fee and subsequent fees; (ix) all costs, fees and expenses of litigation of all kinds; (x) the cost of property casualty and public liability insurance; (xi) the fees and costs of the Purchaser as the anticipated purchasers of the Bonds; (xii) reimbursement of the costs previously incurred by the Cities with respect to the BCRUA Project; and (xiii) other costs generally recognized as part of BCRUA Project construction costs.

The term *BCRUA Representative* shall mean the General Manager of the BCRUA or in his or her absence the President of the Board of BCRUA or such other person authorized by the Board to act as a BCRUA Representative.

The term *Bond Payments* shall mean the payments defined as "Bond Payments" within the Contract that the BCRUA expects to receive from the City of Leander, Texas pursuant to the terms of the Contract.

The term *Bonds* shall mean and include collectively the Bonds issued and delivered pursuant to this Resolution and the Award Certificate for the Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term *Bond* shall mean any of the Bonds.

The term *Bonds Similarly Secured* shall mean the Outstanding Series 2017 Refunding Bonds, the Outstanding Series 2017 Revenue Bonds, the Outstanding Series 2018 Bonds, the Outstanding Series 2021 Bonds, the Outstanding Series 2022 Bonds, the Bonds issued pursuant to this Resolution and any Additional Bonds hereafter issued by the BCRUA or bonds issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a lien on and pledge of the Bond Payments.

The term *Business Day* shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term *Certified Public Accountant* shall mean an independent certified public accountant or firm of independent certified public accountants.

The term *Closing Date* shall mean the date of physical delivery of the Bonds issued pursuant to this Resolution for the payment in full by the Purchaser.

The term *Contract* shall mean the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project, dated as of September 2, 2008, as amended by a "First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of January 22, 2009, by a "Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of October 20, 2010, by a "Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of February 22, 2012, by a "Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 25, 2018, by a "Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 22, 2021, by a "Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of December 15, 2021, and by a "Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of March 27, 2024 and together with any additional amendments and supplements thereto (which by the term of such instrument is designated as a supplement or amendment to such Contract).

The term *Credit Agreement* shall mean an insurance policy, a surety bond (including any supporting insurance agreement), a letter or line of credit or other type of enhancement issued in support of any Bonds Similarly Secured by a Credit Agreement Provider at the request of the BCRUA.

The term *Credit Agreement Provider* shall mean (i) with respect to any Credit Agreement consisting of a policy of municipal bond insurance or a surety bond, an issuer of policies of insurance insuring the timely payment of scheduled debt service on governmental obligations such as the Bonds Similarly Secured, provided that a Rating Agency having an outstanding rating on the Bonds Similarly Secured would rate the Bonds Similarly Secured upon delivery of the Bonds Similarly Secured fully insured by a standard policy issued by the issuer in its highest generic rating category for such obligations; and (ii) with respect to any Credit Agreement consisting of a letter or line of credit, any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds Similarly Secured would rate the Bonds Similarly Secured in one of its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Bonds Similarly Secured and the interest thereon.

The term *Debt Service Fund* shall mean the special fund or account created and established by the provisions of Section 10(a) of this Resolution.

The term *Debt Service Requirements* shall mean as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the BCRUA as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest calculated by (a) either (i) an interest rate equal to the average rate borne by such Bonds (or by comparable debt in the event that such Bonds have not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, (ii) if the Bonds bear interest at tax-exempt rates, an interest rate equal to the 24 month average of the Index (as most recently published in The Bond Buyer), unless such index is no longer published in The Bond Buyer, in which case the index to be used in its place shall be that index which the BCRUA Representative determines most closely replicates such index as set forth in a certificate of a BCRUA Representative, (iii) if the Bonds bear interest at taxable rates, an interest rate equal to the rate of the 30 day London Interbank Offered Rate, (iv) that interest rate which, in the judgment of the BCRUA Representative, based, to the extent possible, upon an accepted market index which corresponds with the provisions of the subject Bonds, is the average rate anticipated to be in effect with respect to such Bonds or (v) that interest rate which, in the judgment of the BCRUA Representative, based upon the interest rate methodology in the applicable Credit Agreement if calculating payments under a Credit Agreement, is the average rate anticipated to be in effect; and (b) that the debt service of such bonds is amortized such that annual debt service is substantially level over the remaining stated life of such bonds, and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

The term *Defeasance Securities* shall mean (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law in existence at the time of such defeasance that may be used to defease obligations such as the Bonds. The foregoing notwithstanding, the BCRUA Representative may elect in the Award Certificate to modify this definition of "Defeasance Securities" by eliminating any securities or obligations set forth in the preceding sentence upon determining that it is in the best interests of the BCRUA to do so.

The term *Depository* shall mean an official depository bank of the BCRUA.

The term *Designated Trust Office* shall have the meaning ascribed to said term in Section 5(b) of this Resolution.

The term *DTC* shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term *DTC Participant* shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term *Federal Securities* shall mean direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

The term *Financial Obligation* shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The term *Fiscal Year* shall mean the twelve-month accounting period used by the BCRUA in connection with the operation of the BCRUA Project, currently ending on September 30th of each year, which may be any twelve consecutive month period established by the BCRUA, but in no event may the Fiscal Year be changed more than one time in any three-calendar year period.

The term *Fitch* shall mean Fitch Investors Service, L.P., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency designated by the BCRUA.

The term *Interest Payment Date* shall mean the date semiannual interest is payable on the Bonds, while any of the Bonds remain Outstanding as established in the Award Certificate.

The term *IRS Code* shall mean the Internal Revenue Code of 1986, as amended.

The term *Land Interests* shall mean the fee simple interests and/or the easements, right-of-way and other interests in real property necessary for the acquisition, construction and operation of the BCRUA Project.

The term *Leander* means the City of Leander, Texas, a home-rule municipality.

The term *Leander System* shall mean the combined water and wastewater system of Leander together with all future extensions, improvements, enlargements, and additions thereto, including, to the extent permitted by law, storm sewer and drainage and/or reclaimed water systems which are integrated with the waterworks or wastewater disposal system, and all replacements thereof, provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or

permitted by law, the term Leander System shall not include any waterworks or wastewater facilities which are declared by Leander not to be a part of the Leander System and which are hereafter acquired or constructed by Leander with the proceeds from the issuance of "Special Facilities Bonds," which are not secured by or payable from the net revenues of the Leander System, but which are secured by and are payable solely from special contract revenues, or payments received from Leander or any other legal entity, or any combination thereof, in connection with such facilities; and such revenues or payments shall not be considered as or constitute gross revenues of the Leander System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such "Special Facilities Bonds."

The term *Leander Utility Bonds* shall mean the bonds, notes or other obligations issued by Leander secured by a lien on and pledge of the net revenues of the Leander System or any part thereof regardless of lien priority including such bonds, notes or other obligations now or hereafter outstanding.

The term *Maintenance and Operation Expenses* shall mean the expenses necessary to provide for the administration, efficient operation and adequate maintenance of the BCRUA's System, including the cost of purchasing water, paying necessary wages, salaries, and benefits, the acquisition of property and materials necessary to maintain the System in good condition and to operate it efficiently, together with such other costs and expenses as may now or hereafter be defined by law as proper maintenance and operation expenses of the System, including Operation and Maintenance Expenses (as defined in the Contract).

The term *Maturity* shall mean the date on which the principal of a Bond becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption or otherwise.

The term *Moody's* shall mean Moody's Investors Service, Inc., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency designated by the BCRUA.

The term *MSRB* shall mean the Municipal Securities Rulemaking Board.

The term *Outstanding* shall mean when used in this Resolution with respect to Bonds Similarly Secured means, as of the date of determination, all Bonds Similarly Secured of any series issued and delivered pursuant to this Resolution or the resolution authorizing such Bonds Similarly Secured, as the case may be, except:

- (1) those Bonds Similarly Secured canceled by the applicable Paying Agent/Registrar or delivered to the applicable Paying Agent/Registrar for cancellation;
- (2) those Bonds Similarly Secured for which payment has been duly provided by the BCRUA in accordance with the provisions of Section 32 of this Resolution (or similar provisions of a resolution authorizing other Bonds Similarly Secured) by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Defeasance Securities, or both, in the amount necessary to fully pay the principal of,

premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such Bonds Similarly Secured are to be redeemed, notice of redemption thereof shall have been duly given pursuant to this Resolution or irrevocably provided to be given to the satisfaction of the applicable Paying Agent/Registrar, or waived; and

(3) those Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds Similarly Secured have been registered and delivered in lieu thereof as provided in Section 5(f) of this Resolution (or similar provisions of a resolution authorizing other Bonds Similarly Secured).

The terms *Paying Agent/Registrar*, *Paying Agent* or *Registrar* shall mean the agent selected by the BCRUA Representative to perform such function in the Award Certificate or any successor agent under the Paying Agent/Registrar Agreement

The term *Preliminary Design Report* shall mean, collectively, the following described documents:

(i) *Treatment Plant PDR*, "Brushy Creek Regional Water Treatment Plant; Preliminary Design Report" prepared by Camp Dresser & McKee, Inc., dated July, 2008;

(ii) *Raw Water PDR*, ABrushy Creek Regional Water Supply Project B Phase 1 Raw Water Facilities B Floating Intake and Raw Water Pipeline; Preliminary Design Report@ prepared by Carter & Burgess, Inc., dated October 2007;

(iii) *Treated Transmission Main, Segment 1 PDR*, ABrushy Creek Regional Utility Authority 78 inch Water Transmission Main Preliminary Engineering Report" prepared by Lockwood, Andrews & Newman, Inc., dated May 24, 2007; and

(iv) *Treated Transmission Main, Segment 2C PDR*, APreliminary Engineering Report B Treated Water Transmission Line Segment 2C@ prepared by K. Friese & Associates, Inc., dated September 2007.

The term *Purchaser* shall mean the Texas Water Development Board.

The term *Rating Agencies* shall mean S&P, Moody's and/or Fitch according to which of such rating agencies then rates the Bonds Similarly Secured of the applicable series; and provided that if no such rating agency then rates any series of Bonds Similarly Secured of such series, the term "*Rating Agency*" shall refer to any national rating agency (if any) which provides such rating.

The term *Record Date* shall mean, with respect to the Bonds, the Business Day of each month as set forth in the Award Certificate.

The term *Registration Books* shall mean the books or records relating to the registration, payment and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5 of this Resolution.

The term *Registered Owner* shall mean the entity or person in whose names any of the Bonds are registered in the Registration Books.

The term *Resolution* shall mean this resolution adopted by the Board on October 23, 2024.

The term *Rule* shall mean SEC Rule 15c2-12, as amended from time to time.

The term *S&P* shall mean S&P Global Ratings, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *S&P* shall be deemed to refer to any other nationally recognized securities rating agency designated by the BCRUA.

The term *SEC* shall mean the United States Securities and Exchange Commission.

The term *Series 2017 Refunding Bonds* shall mean the “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2017.”

The term *Series 2017 Revenue Bonds* shall mean the “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2017.”

The term *Series 2018 Bonds* shall mean the “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2018.”

The term *Series 2021 Bonds* shall mean the “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2021.”

The term *Series 2022 Bonds* shall mean the “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2022.”

The term *Special Project Bonds* shall mean obligations which the BCRUA expressly reserves the right to issue in Section 15 of this Resolution.

The term *State* shall mean the State of Texas.

The term *Stated Maturity* shall mean, when used with respect to the Bonds, the scheduled maturity or mandatory sinking fund redemption date of a series of the Bonds.

EXHIBIT B

FORM OF AWARD CERTIFICATE

AWARD CERTIFICATE OF THE BCRUA REPRESENTATIVE

COUNTIES OF WILLIAMSON AND TRAVIS
STATE OF TEXAS

§
§

The undersigned, Sam Roberts, General Manager, acting as the BCRUA Representative of the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. (the “BCRUA”), in connection with “A Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the Issuance of “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024”; Establishing the Procedures for Selling and Delivering the Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds” (the “Bond Resolution”) adopted by the BCRUA on October 23, 2024, do hereby certify the following:

1. Capitalized terms not otherwise defined herein have the meaning assigned in the Bond Resolution.

2. This certificate is executed for and on behalf of the BCRUA and for the benefit of the Attorney General of the State of Texas and the Texas Water Development Board (the “Purchaser”) as the purchaser of the bonds entitled "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024,” in the aggregate principal amount of \$39,090,000 (the “Series 2024 Bonds”) authorized by the Bond Resolution.

3. This certificate is the Award Certificate of the BCRUA Representative as required by Section 3 of the Bond Resolution. The City Council of the City of Leander, Texas has approved the Bond Resolution in accordance with Section 3(b) of the Bond Resolution.

4. The Series 2024 Bonds are hereby sold to the Purchaser at a purchase price of \$39,090,000. Pursuant to Section 3(c) of the Bond Resolution, the Series 2024 Bonds are being sold on a private placement basis pursuant to a loan commitment received from the Purchaser to assure that the Series 2024 Bonds are sold on the terms most advantageous for the BCRUA. The terms of the Series 2024 Bonds are in the BCRUA's best interest. The terms of the Series 2024 Bonds are further shown in Exhibit “A”.

5. Proceeds of the Series 2024 Bonds are collectively in an amount sufficient to finance the City’s contribution to the design and acquisition of the BCRUA Project (as defined in the Bond Resolution) and to pay the costs of issuing the Series 2024 Bonds.

6. In consultation with, and reliance upon the advice of the financial advisor for the BCRUA, I hereby find that the terms of sale are the most advantageous reasonably available on the date and time of the pricing of the Series 2024 Bonds given the then existing market conditions and the terms of sale on such date and time.

7. The price to be paid by the Purchaser of the Series 2024 Bonds is not less than 98% of the aggregate original principal amount thereof plus accrued interest to the date of delivery of the Series 2024 Bonds. None of the Series 2024 Bonds bear interest at an interest rate greater than the maximum authorized by law. Additionally, all of the requirements of Sections 2(a) and 2(b) of the Bond Resolution have been met.

8. The Series 2024 Bonds shall (i) mature in the years and in the principal amounts and be subject to redemption as set forth in Exhibit “A”, (ii) bear interest at the rates for each such maturity and such interest shall be payable on the dates set forth in Exhibit “A” and in the Bond Resolution, and (iii) have the other terms and provisions, all as provided in Exhibit “A” and in the Bond Resolution. Each Series 2024 Bond shall reflect the terms set forth in Exhibit “A” and the provisions in the Form of Bond set forth in the Bond Resolution.

9. The Record Date for the interest payable on the Series 2024 Bonds on any interest payment date means the close of business on the fifteenth calendar day of the month preceding such interest payment date.

10. The Private Placement Memorandum, dated October 23, 2024, has been received by the undersigned and is hereby approved and deemed final as of its date (subject to the permissible omissions described in Rule 15c2-12) and the preparation and distribution of the final Private Placement Memorandum is hereby approved.

11. Pursuant to Section 30 of the Bond Resolution, the BCRUA agrees to provide annually to the MSRB, in an electronic format as prescribed by the MSRB, the updated financial information and operating data to the extent specified, by the times, subject to the exceptions noted, and as provided in the Bond Resolution and the Private Placement Memorandum under the caption “CONTINUING DISCLOSURE OF INFORMATION.”

12. Pursuant to Section 5(a) of the Bond Resolution, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, has been selected as the Paying Agent/Registrar for the Series 2024 Bonds. Pursuant to Section 10(c) of the Bond Resolution, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, has been selected as the Escrow Agent for the Series 2024 Bonds.

13. The Initial Bond will be registered in the name of Cede & Co.

[The Remainder of this Page is Intentionally Left Blank]

EXECUTED this _____, 2024.

**BRUSHY CREEK REGIONAL UTILITY
AUTHORITY, INC.**

BCRUA Representative

EXHIBIT A

TERMS OF THE SERIES 2024 BONDS

\$39,090,000

**BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS
(BRUSHY CREEK REGIONAL WATER TREATMENT
AND DISTRIBUTION PROJECT),
SERIES 2024**

GENERAL DESCRIPTION OF SERIES 2024 BONDS

The Series 2024 Bonds in the aggregate original principal amount of \$39,090,000 will be issued as serial bonds dated November 15, 2024, in the original principal amounts for each maturity, maturing on the dates, bearing interest at the rates as set forth in the following Maturity Schedule.

MATURITY SCHEDULE

Interest accrues from: Date of Delivery

Interest payable: February 1 and August 1 until maturity or redemption commencing February 1, 2025

<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>
\$1,415,000	2025	%	\$1,530,000	2038	%
1,065,000	2026		1,585,000	2039	
1,100,000	2027		1,640,000	2040	
1,130,000	2028		1,695,000	2041	
1,165,000	2029		1,760,000	2042	
1,200,000	2030		1,825,000	2043	
1,235,000	2031		1,890,000	2044	
1,270,000	2032		1,965,000	2045	
1,310,000	2033		2,040,000	2046	
1,350,000	2034		2,120,000	2047	
1,390,000	2035		2,205,000	2048	
1,435,000	2036		2,290,000	2049	
1,480,000	2037				

REDEMPTION PROVISIONS

Optional Redemption. On February 1, 2035, or on any date thereafter, the Series 2024 Bonds maturing on and after August 1, 2035 may be redeemed prior to their scheduled maturities,

at the option of the BCRUA, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption in whole or in part, only in inverse order of the maturities outstanding at the time of such redemption, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Series 2024 Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Series 2024 Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

EXHIBIT C

FORM OF BOND

- A. Form of Bond. All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the BCRUA Representative in the Award Certificate.

**REGISTERED
NO. _____**

**REGISTERED
AMOUNT
\$ _____**

**UNITED STATES OF AMERICA
STATE OF TEXAS
BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE BOND
(BRUSHY CREEK REGIONAL WATER TREATMENT AND
DISTRIBUTION PROJECT), SERIES 2024**

ISSUANCE DATE: STATED MATURITY INTEREST RATE: CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ **DOLLARS**

The Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), a non-profit corporation of the State of Texas, with its principal office in Round Rock, Texas, for value received, hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the Issuance Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* of each year commencing _____*.

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the "Holder") upon presentation and surrender, at a corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the Security Register maintained by the Paying

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

Agent/Registrar at the close of business on the Record Date, which is the _____* day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. In addition, interest may be paid by such other method, acceptable to the Texas Water Development Board, or such other Registered Owner, requested by, and at the risk and expense, of the Registered Owner; provided, however, that if this Bond is owned by the Texas Water Development Board, interest will be paid by wire transfer or other method acceptable to the Texas Water Development Board, and there will be no charge.

This Bond is one of the series specified in its title dated as of _____, 2024, and issued in the aggregate principal amount of \$_____ (the "Bonds") pursuant to a resolution adopted by the governing body of the BCRUA (the "Resolution"), to pay (i) Leander's share of the cost of designing, constructing, acquiring, improving and/or expanding the BCRUA Project, including but not limited to construction of the phase 1D water treatment plant expansion, the phase 2 raw water delivery system and electrical utility improvements for the phase 2 raw water pump, and (ii) the costs of issuance of the Bonds

The Bonds stated to mature on and after _____* may be redeemed prior to their Stated Maturities, at the option of the BCRUA, on _____*, or on any date thereafter, in whole or in part, and, if in part, the BCRUA shall select and designate the maturity or maturities in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Resolution for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the BCRUA or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Bonds of this series are special obligations of the BCRUA payable from and equally and ratably secured solely by a lien on and pledge of the Bond Payments received by the BCRUA from the City of Leander, Texas pursuant to the provisions of the Contract. In the Resolution, the BCRUA reserves and retains the right to issue Additional Bonds, without limitation as to principal amount but subject to any terms, conditions, or restrictions set forth in the Resolution or as may be applicable thereto under law or otherwise. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the BCRUA or BCRUA Project, except with respect to the Bond Payments. The Bonds are not obligations of the State of Texas.

The Holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Reference is hereby made to the Resolution, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description and nature of the Special Payments pledged for the payment of the Bonds; the terms and conditions under which the BCRUA may issue Additional Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the BCRUA and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Resolution. Capitalized terms used herein have the same meanings assigned in the Resolution.

This Bond, subject to certain limitations contained in the Resolution, may be transferred on the Registration Books upon presentation and surrender at a corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The BCRUA and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the BCRUA nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the BCRUA. Notice of the Special Record

Date and of the scheduled payment date of the past due interest (the "Special Payment Date" - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding special obligation of the BCRUA have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a lien on and pledge of the Bond Payments and as otherwise provided in this Resolution. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of the BCRUA has caused this Bond to be duly executed with the manual or facsimile signature of the President of the Board and countersigned with the manual or facsimile signature of the Secretary of the Board and has caused the official seal of the BCRUA to be duly impressed, or placed in facsimile, on this Bond.

BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.

President, Board of Directors

ATTESTED:

Secretary, Board of Directors

(SEAL)

B. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §§ REGISTER NO. _____
PUBLIC ACCOUNTS
THE STATE OF TEXAS §§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

C. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

This Bond has been duly issued under the provisions of the within-mentioned Resolution; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____

as Paying Agent/Registrar

By: _____
Authorized Signature

D. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for registration
thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed: _____

E. The Initial Bond of each series shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

- i) immediately under the name of the Bond(s) the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below" and "CUSIP No." shall be deleted;
- ii) the first two paragraphs shall read as follows:

The Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), a non-profit corporation of the State of Texas, with its principal office located in Round Rock, Texas, for value received, hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the _____* day of _____* in each of the years and in principal installments and bearing interest at per annum rates in accordance with the following schedule:

Principal <u>Amount</u>	Maturity (_____)	Interest <u>Rate</u>
----------------------------	---------------------	-------------------------

(Information to be inserted from Award Certificate).

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the _____*, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____*, commencing _____* (the "Interest Payment Date").

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the Holder), upon its presentation and surrender, at a corporate trust office of _____, _____, _____ (the "Paying Agent/Registrar"). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

iii) the Initial Bond shall be numbered "I-1."

F. Insurance Legend. If an insurance policy is obtained by the Purchaser or the BCRUA for any Bonds, the definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the Insurer.

EXHIBIT D
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of October 23, 2024 (this “Agreement”), by and between the Brushy Creek Regional Utility Authority, Inc. (the “Issuer”), a non-profit corporation created by and acting on behalf of the cities of Cedar Park, Texas; Leander, Texas; and Round Rock, Texas, and The Bank of New York Mellon Trust Company, N.A., a banking corporation duly organized and existing under the laws of the United States of America (the “Bank”).

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its \$39,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024 (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about November 15, 2024; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the “Resolution” (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of the Securities and with respect to the transfer and exchange thereof as provided herein and in the “Resolution.”

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for political subdivisions, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

**ARTICLE TWO
DEFINITIONS**

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated office for payment of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" is Specialized Public Finance, Inc.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by an authorized representative, delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Resolution.

“Record Date” means for the interest payable on the Securities on any interest payment date the close of business on the fifteenth calendar day of the month preceding such interest payment date.

“Resolution” means the Resolutions of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary of the Board or any other officer of the Issuer and delivered to the Bank.

“Responsible Officer” when used with respect to the Bank means any managing director, vice president, senior associate, associate, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Resolution on which the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer no later than 10:00 a.m. Central Time on the applicable payment date, pay on behalf of the Issuer the principal of each Security at its Stated

Maturity or Redemption Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer no later than 10:00 a.m. Central Time on the applicable payment date, the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first-class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Resolution.

Section 3.03 Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, or the Treasury Regulations, the Bank shall report to or cause to be reported to the Holders and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Securities which is required to be reported by the Holders on their returns of federal income tax.

ARTICLE FOUR REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register"), and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank also agrees to keep a copy of the Security Register within the State of Texas. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

The Issuer shall provide an adequate inventory of printed Securities certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities certificates in safekeeping, which shall be not less than the level of care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that it maintains for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order or other notice of a legal proceeding and prior to the release or disclosure of any of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the same or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Resolution, to deliver and issue Securities certificates in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities certificates it has paid pursuant to Section 3.01, Securities certificates it has delivered upon the transfer or exchange of any Securities certificates pursuant to Section 4.01, and Securities certificates it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates pursuant to Section 4.06.

**ARTICLE FIVE
THE BANK**

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Issuer, the Issuer's Financial Advisor or other agent as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proven that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities certificates containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with legal counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon, provided that any such written advice or opinion is supplied to the Issuer by the Bank.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a segregated account to be held by the Bank solely for the benefit of the owners of the Securities to be used solely for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for such accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on the Bank's part, arising out of or in connection with the Bank's acceptance or administration of its duties hereunder, including the cost and expense incurred by the Bank in defending against any claim or from liability imposed on the Bank in connection with the Bank's exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the Travis County, Texas, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in Travis County, Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements,” effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09. No Boycott of Israel. The Bank is a Company as defined in Section 808.001(2) of the Texas Government Code, which means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit. The Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that the Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 5.10. No Terrorist Organization. The Bank is a Company as defined in Section 2270.0001(2) of the Texas Government Code, which means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that it is not identified on the lists prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 2252.153 or 2270.0201, Texas Government Code, as amended.

Section 5.11. No Discrimination Against Fossil-Fuel Companies. The Bank hereby verifies that it, and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the Bank, if any, does not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2276.002, Texas Government Code. As used in the foregoing verification, “boycott energy company” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company either (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (ii) does business with such a company, but “boycott energy company” does not include any such refusal, termination, or action made or taken for ordinary business purposes. The Bank understands the definition of

“boycott energy company” to exclude a refusal, termination, or action (a) done for an ordinary business purpose (including, without limitation, managing credit, regulatory, litigation, compliance, and/or operational risks), (b) done without regard to whether a prospective customer meets or exceeds federal or state environmental standards, or (c) both (i) not intended to penalize or inflict harm on a company because of its use of fossil fuel-based energy and (ii) not limiting commercial relations with any company in fact (due to the absence of demand for particular transactions, for example because they are effectively precluded by government regulation or by economic realities). As used in this Section 5.11, the Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

Section 5.12. No Discrimination Against Firearm Entities and Firearm Trade Associations. The Bank hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the Bank, if any, do not discriminate against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, (a) “discriminate against a firearm entity or firearm trade association” means to refuse to engage in the trade of any goods or services, or to refrain from continuing or terminate an existing business relationship, with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, but does not include any such action taken (i) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (ii) for a traditional business reason that is specific to the customer or potential customer and not based solely on the customer’s or potential customer’s status as a firearm entity or firearm trade association, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Bank understands the definition of “discriminate against a firearm entity or firearm trade association” to include a policy not to do business with any manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories, or ammunition or any firearm trade association because of its standing as such an entity, but not to include a customer qualification policy that takes into account customer-specific facts that are not common to all such manufacturers, distributors, wholesalers, suppliers, or retailers or all firearm trade associations (e.g., types of firearms manufactured and/or to whom they are sold) and is based on traditional business reasons (including, without limitation, managing credit, regulatory, litigation, compliance, and/or operational risks). As used in this Section 5.12, the Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under

common control with the Bank within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

Section 5.13. Survival of Representations. As used in the foregoing verifications, the Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding sections shall survive termination of the Agreement until the statute of limitations has run.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their respective successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Resolution, the Resolution shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate on the date of final payment by the Bank of the principal of and interest on the Securities to the Holders thereof.

This Agreement may be earlier terminated upon 30 days written notice by either party; provided, however, that this Agreement may not be terminated (i) by the Bank until a successor Paying Agent/Registrar that is a national or state banking institution and a corporation or association organized and existing under the laws of the United States of America or of any state which possesses trust powers and is subject to supervision or examination by a federal or state regulatory agency has been appointed by the Issuer and has accepted such appointment, or (ii) at any time during which such termination might, in the judgment of the Issuer, disrupt, delay, or otherwise adversely affect the payment of the principal, premium, if any, or interest on the Securities. Prior to terminating this Agreement, the Issuer may reasonably require the Bank to show that such termination will not occur during a period described in (ii) above.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within 30 days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer. The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of the Agreement.

Section 6.11. Governing Law.

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

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**

By: _____
Title: _____

Mailing Address: The Bank of New York Mellon
Trust Company, N.A.
2001 Bryan Street, 10th Floor
Dallas, Texas 75201

**BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.**

By: _____
Title: BCRUA Representative

Address: 221 East Main Street
Round Rock, Texas 78664

SCHEDULE A

Paying Agent/Registrar Fee Schedule

EXHIBIT E
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between Brushy Creek Regional Utility Authority, a political subdivision of the State of Texas in Travis and Williamson Counties, Texas, Authority), acting by and through its Authorized Representative (as defined herein) and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to Resolution finally adopted on October 23, 2024 (Resolution), the Brushy Creek Regional Utility Authority authorized the issuance of \$39,090,000 Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024, dated November 15, 2024 (Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding a water supply improvements (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the Authority to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number(s) LM231430 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the Authority and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Authority, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled Brushy Creek Regional Utility Authority, City of Leander Contract Revenue Bonds, Texas Water Development Board LM221430 Escrow Account” and shall not be subject to warrants, drafts or checks drawn by the Authority but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Resolution and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the Authority and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the Authority’s responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Resolution. The Authority shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Resolution, that being the sole obligation of the Authority.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the Authority and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation

imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the Authority and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the Authority and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the Authority or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The Authority is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the Authority and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the Authority must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the Authority has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Authority. Whether appointed by the Authority or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for

the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the Authority.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

The Bank of New York Mellon Trust
Company
2001 Bryan Street, 10th Floor
Dallas, Texas 75201
Ph: (214) 468-5036
Attn: Corporate Trust

Sam Roberts
General Manager
BCRUA
221 E. Main Street
Round Rock, Texas 78664
Ph: 512-799-4526
sroberts@bcrua.org

Bryan McMath
Interim Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the Authority and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the Authority and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the Authority but may not be paid directly from the Escrow Account(s).

SECTION 19: NO BOYCOTT OF ISRAEL. The Escrow Agent is a Company as defined in Section 808.001(2) of the Texas Government Code, which means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit. The Escrow Agent, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that the Escrow Agent does not boycott Israel and will not boycott Israel

through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 20: NO TERRORIST ORGANIZATION. The Escrow Agent is a Company as defined in Section 2270.0001(2) of the Texas Government Code, which means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The Escrow Agent, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that it is not identified on the lists prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 2252.153 or 2270.0201, Texas Government Code, as amended.

SECTION 21: NO DISCRIMINATION AGAINST FOSSIL-FUEL COMPANIES. The Escrow Agent hereby verifies that it, and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the Escrow Agent, if any, does not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2276.002, Texas Government Code. As used in the foregoing verification, “boycott energy company” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company either (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (ii) does business with such a company, but “boycott energy company” does not include any such refusal, termination, or action made or taken for ordinary business purposes. The Escrow Agent understands the definition of “boycott energy company” to exclude a refusal, termination, or action (a) done for an ordinary business purpose (including, without limitation, managing credit, regulatory, litigation, compliance, and/or operational risks), (b) done without regard to whether a prospective customer meets or exceeds federal or state environmental standards, or (c) both (i) not intended to penalize or inflict harm on a company because of its use of fossil fuel-based energy and (ii) not limiting commercial relations with any company in fact (due to the absence of demand for particular transactions, for example because they are effectively precluded by government regulation or by economic realities). As used in this Section 5.11, the Escrow Agent understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

SECTION 22: NO DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS. The Escrow Agent hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the Escrow Agent, if any, do not discriminate against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to

comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, (a) “discriminate against a firearm entity or firearm trade association” means to refuse to engage in the trade of any goods or services, or to refrain from continuing or terminate an existing business relationship, with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, but does not include any such action taken (i) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (ii) for a traditional business reason that is specific to the customer or potential customer and not based solely on the customer’s or potential customer’s status as a firearm entity or firearm trade association, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Escrow Agent understands the definition of “discriminate against a firearm entity or firearm trade association” to include a policy not to do business with any manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories, or ammunition or any firearm trade association because of its standing as such an entity, but not to include a customer qualification policy that takes into account customer-specific facts that are not common to all such manufacturers, distributors, wholesalers, suppliers, or retailers or all firearm trade associations (e.g., types of firearms manufactured and/or to whom they are sold) and is based on traditional business reasons (including, without limitation, managing credit, regulatory, litigation, compliance, and/or operational risks). As used in this Section 5.12, the Escrow Agent understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

SECTION 23: SURVIVAL OF REPRESENTATIONS. As used in the foregoing verifications, the Escrow Agent understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding sections shall survive termination of the Agreement until the statute of limitations has run.

SECTION 24: AUTHORIZED REPRESENTATIVE. The term “Authorized Representative” as used herein means the General Manager of the Authority or, in his or her absence, the President of the Board of the Authority or such other person authorized by the Board in the Resolution or other duly approved instrument to act as a BCRUA Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Authorized Representative

Date: _____

Address: 221 East Main Street
Round Rock, Texas 78664

(Seal)

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Escrow Agent

By: _____

Title: _____

Date: _____

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

EXHIBIT A
Fee Schedule

PRIVATE PLACEMENT MEMORANDUM DATED OCTOBER 23, 2024

NEW ISSUE BOOK-ENTRY-ONLY

On the date of initial delivery of the Obligations (defined below), Issuer Bond Counsel (identified on page i) will render its opinion substantially in the form attached in “APPENDIX C – FORM OF OPINION OF BOND COUNSEL.”

\$39,090,000

**BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS (BRUSHY CREEK REGIONAL
WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024
(THE “OBLIGATIONS”)**

Dated: November 15, 2024

Due: August 1

Interest accrues from the Delivery Date shown below

Interest Date:	Interest on the Obligations will be payable on February 1 and August 1 each year, commencing February 1, 2025 (each an “Interest Payment Date”). The Obligations will bear interest at the rates per annum set forth in “APPENDIX A – MATURITY SCHEDULE.”
Record Date:	The close of business on the fifteenth (15th) day of the calendar month next preceding each Interest Payment Date.
Date Interest Accrues:	Each Obligation shall bear interest from the Delivery Date thereof or the most recent Interest Payment Date to which interest has been paid or provided for at the rate set forth in “APPENDIX A – Maturity Schedule,” such interest payable semiannually on February 1 and August 1 of each year until the earliest of maturity or prior redemption, commencing on February 1, 2025.
Redemption:	On February 1, 2035, or on any date thereafter, the Obligations maturing on and after August 1, 2035 may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Obligations, or portions thereof within such maturity to be redeemed (provided that a portion of an Obligation may be redeemed only in integral multiples of \$5,000 of principal amount). See “THE OBLIGATIONS – Redemption Provisions” herein.
Authorized Denominations:	The Obligations are being issued as fully registered bonds in denominations of \$5,000 , or any integral multiple thereof.
Paying Agent/Registrar/Registrar:	The paying agent (“Paying Agent/Registrar/Registrar”) for the Obligations is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.
Book-Entry-Only System	Upon initial issuance, the ownership of the Obligations will be registered in the registration books of the Issuer kept by the Paying Agent/Registrar, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”) to which principal, redemption premium, if any, and interest payments on the Obligations will be made. The purchasers of the Obligations will not receive physical delivery of bond certificates. Principal of, interest, and premium if any, on the Obligations will be payable at the designated office of the Paying Agent/Registrar in Dallas, Texas as the same become due and payable.
Issuer:	Brushy Creek Regional Utility Authority, Inc.
Official Action:	Resolution, dated October 23, 2024.
Purpose:	See “APPENDIX B – OFFICIAL ACTION.”
Security for the Obligations:	See APPENDIX B – OFFICIAL ACTION.”
Ratings:	See “OTHER INFORMATION – Ratings”
Delivery Date:	November 15, 2024.

See “APPENDIX A – MATURITY SCHEDULE” for Principal Amounts, Maturities,
Interest Rates, Yields, and Initial CUSIP Numbers

AUTHORITY OFFICIALS, STAFF AND CONSULTANTS

Policy making and supervisory functions of the Issuer are the responsibility of and are vested in a six-member Board of Directors (“Board”). The Board members serve two-year staggered terms and are two members appointed by each member city, including the City of Leander, Texas, the City of Leander, Texas and the City of Leander, Texas. The Issuer’s Articles of Incorporation delegates administrative responsibilities of the Issuer to the General Manager. Various support services are provided by independent consultants and advisors.

<u>Board of Directors</u>	<u>Position</u>
Na’Cole Thompson	President
Anne Duffy	Vice President
Rene Flores	Secretary
Jason Anderson	Citizen Director
Hilda Montgomery	Citizen Director
Mel Kirkland	Citizen Director

SELECTED ADMINISTRATIVE STAFF

<u>Name</u>	<u>Position</u>
Sam Roberts, P.E.	General Manager

CONSULTANTS AND ADVISORS

Auditors	Weaver and Tidwell, L.L.P. Austin, Texas
Bond Counsel	McCall, Parkhurst & Horton L.L.P. Austin, Texas
Financial Advisor.....	Specialized Public Finance Inc. Austin, Texas

TABLE OF CONTENTS

	Page
INTRODUCTION	1
THE OBLIGATIONS.....	1
General Description	1
Purpose	1
Authority for Issuance	1
Security for the Obligations	1
Redemption Provisions	1
Book-Entry-Only System.....	1
TAX MATTERS	2
Opinion	2
OTHER INFORMATION	2
Settlement of Purchase of Obligations.....	2
Forward Looking Statements.....	3
Ratings	3
LITIGATION	3
General.....	3
The Issuer.....	3
CONTINUING DISCLOSURE OF INFORMATION.....	3
Compliance with Prior Undertakings.....	3
MISCELLANEOUS	3
ADDITIONAL INFORMATION	4
APPENDIX A MATURITY SCHEDULE	
APPENDIX B FORM OF OFFICIAL ACTION	
APPENDIX C FORM OF OPINION OF BOND COUNSEL	

PRIVATE PLACEMENT MEMORANDUM
relating to

\$39,090,000

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS (BRUSHY CREEK
REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024
(the “Obligations”)

INTRODUCTION

This Private Placement Memorandum, including the cover page and appendices, contains brief descriptions of the Issuer, provides certain information with respect to the issuance by the Issuer, and summaries of certain provisions of the “Obligations” pursuant to the Official Action. Except as otherwise set forth herein, capitalized terms used but not defined in this Private Placement Memorandum have the meanings assigned to them in the Official Action. See “APPENDIX B – FORM OF OFFICIAL ACTION” attached hereto.

APPENDIX A contains the maturity schedule for the Obligations. APPENDIX B contains the Official Action and a description of the purpose for the proceeds of the Obligations. APPENDIX C contains a copy of the proposed opinion of Bond Counsel with respect to the Obligations. The summaries of the documents contained in the forepart of this Private Placement Memorandum are not complete or definitive, and every statement made in this Private Placement Memorandum concerning any provision of any document is qualified by reference to such document in its entirety.

THE OBLIGATIONS

General Description

The Obligations are being issued in the aggregate principal amount set forth in APPENDIX A of this Private Placement Memorandum and will mature and be subject to redemption prior to maturity as described therein. The Obligations are being issued as fully registered bonds in denominations of **\$5,000**, or any integral multiple thereof. The Obligations will be dated November 15, 2024 and will mature on the dates, and will bear interest at the rates per annum set forth in “APPENDIX A – MATURITY SCHEDULE.”

Interest on the Obligations is payable semiannually on each Interest Payment Date, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal of and the redemption price with respect to the Obligations will be payable to the Owners upon presentation and surrender at the designated office of the Paying Agent/Registrar.

Purpose

See “APPENDIX B – FORM OF OFFICIAL ACTION.”

Authority for Issuance

The Obligations are issued pursuant to the Constitution and the general laws of the State of Texas, including Subchapter D of Chapter 431, Texas Transportation Code, as amended (the “Act”); and the Official Action.

Security for the Obligations

See “APPENDIX B – FORM OF OFFICIAL ACTION.”

Redemption Provisions

On February 1, 2035, or on any date thereafter, the Obligations maturing on and after August 1, 2035 may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and if less than all of

a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Obligations, or portions thereof within such maturity to be redeemed (provided that a portion of an Obligation may be redeemed only in integral multiples of \$5,000 of principal amount).

Book-Entry-Only System

The information in this caption concerning The Depository Trust Company, New York, New York (“DTC”) and DTC’s book entry system has been obtained from DTC and the Issuer makes no representation or warranty nor takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Obligations and deposited with DTC. See “APPENDIX B – FORM OF OFFICIAL ACTION.”

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument (from over 100 countries) that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearance Corporation, and Fixed Income Clearance Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: “AA+.” The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

TAX MATTERS

Opinion

Bond Counsel will deliver its opinion on the date of delivery of the Obligations substantially in the form as attached in “APPENDIX C – FORM OF OPINION OF BOND COUNSEL.”

OTHER INFORMATION

Settlement of Purchase of Obligations

The Issuer intends for the delivery of the Obligations to be facilitated through the book-entry-only system of DTC. See “THE OBLIGATIONS – Book-Entry-Only System.” In connection with the delivery of the Obligations, a settlement agent may be used to effect the delivery of the Obligations. If such a settlement agent is used, such settlement agent (i) is being used solely to facilitate book-entry delivery of the Obligations, (ii) will be acting solely as a “Clearing DTC Participant” and not as an “underwriter” (each as defined in Section 2(a)(11) of the U.S. Securities Act of 1933, as amended, (iii) is not acting as a fiduciary or municipal advisor to Issuer with regard to the Obligations and, accordingly, has no fiduciary duty to the Issuer under Federal or state securities laws, and therefore is not required by federal or state law to act in the best interests of the Issuer, (iv) in providing information to the Issuer, is not providing “advice” with the meaning of Section 15B of the Securities Exchange Act of 1934, as amended, and that the information provided has not been relied on by the Issuer in the issuance of the Obligations and (v) has not provided any legal, accounting, regulatory or tax advice to the Issuer.

Forward Looking Statements

The statements contained in this Private Placement Memorandum, including the cover page, appendices, and any other information or documents provided by the Issuer, that are not purely historical, are forward-looking statements, including statements regarding the Issuer's expectations, hopes, intentions, or strategies regarding the future. Holders and beneficial owners of the Obligations have placed reliance on forward-looking statements. All forward looking statements included in this Private Placement Memorandum are based on information available to the Issuer on the date hereof. It is important to note that the Issuer's actual results could differ materially from those in such forward-looking statements.

Ratings

No application has been made to any ratings agency or municipal bond insurance company for qualification of the Obligations for ratings or municipal bond insurance, respectively.

LITIGATION

General

On the date of delivery of the Obligations to the initial purchasers thereof, the Issuer will execute and deliver a certificate to the effect that, except as disclosed herein, no litigation of any nature has been filed or is pending, as of that date, to restrain or enjoin the issuance or delivery of the Obligations or which would affect the provisions made for their payment or security or in any manner questioning the validity of the Obligations.

The Issuer

There is no litigation, proceeding, inquiry, or investigation pending by or before any court or other governmental authority or entity (or, to the best knowledge of the Issuer, threatened) that adversely affects the power, authority or obligation of the Issuer to deliver the Obligations, the security for, or the validity of, the Obligations or the financial condition of the Issuer.

CONTINUING DISCLOSURE OF INFORMATION

In the Official Action, the Issuer has made the following agreement for the benefit of the holders and beneficial owners of the Obligations. The Issuer is required to observe the agreement for so long as it remains obligated to advance funds to pay the Obligations. Under the agreement, the Issuer will be obligated to provide certain updated financial information and operating data, and timely notice of specified material events, to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access System. See "APPENDIX B – FORM OF OFFICIAL ACTION."

Compliance with Prior Undertakings

During the last five years, the Issuer has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

MISCELLANEOUS

Any statements made in this Private Placement Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Private Placement Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Obligations.

The information contained above is neither guaranteed as to accuracy or completeness nor to be construed as a representation by the Issuer. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Private Placement Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the Issuer or the Issuer from the date hereof.

The Private Placement Memorandum is submitted in connection with the sale of the securities referred to herein to the Texas Water Development Board on the Delivery Date and may not be reproduced or used, as a whole or in part, for any other purpose.

ADDITIONAL INFORMATION

The Private Placement Memorandum speaks only as of its date and the information contained herein is subject to change. Descriptions of the Obligations and the Official Action and any other agreements and documents contained herein constitute summaries of certain provisions thereof and do not purport to be complete.

APPENDIX A

MATURITY SCHEDULE

August 1 Maturity	Principal Amount	Rate	Initial Yield	CUSIP Numbers
2025	\$ 1,415,000			
2026	1,065,000			
2027	1,100,000			
2028	1,130,000			
2029	1,165,000			
2030	1,200,000			
2031	1,235,000			
2032	1,270,000			
2033	1,310,000			
2034	1,350,000			
2035	1,390,000			
2036	1,435,000			
2037	1,480,000			
2038	1,530,000			
2039	1,585,000			
2040	1,640,000			
2041	1,695,000			
2042	1,760,000			
2043	1,825,000			
2044	1,890,000			
2045	1,965,000			
2046	2,040,000			
2047	2,120,000			
2048	2,205,000			
2049	2,290,000			

APPENDIX B

FORM OF OFFICIAL ACTION

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

RESOLUTION NO. BCRUA- 2024-_____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS, (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024"; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS

ADOPTED OCTOBER 23, 2024

RESOLUTION NO. BCRUA-2024-_____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS, (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024"; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (the "BCRUA") is a non-profit corporation of the State of Texas (the "State"), created by the Cities of Cedar Park, Leander and Round Rock, Texas (collectively, the "Cities" or singularly, a "City") and existing under the laws of the State, including Subchapter D of Chapter 431, as amended, Texas Transportation Code (the "Authority Act"); and

WHEREAS, pursuant to the Authority Act, the BCRUA, is empowered to acquire and construct water facilities including water conservation, storage, transportation, treatment and distribution facilities and to deliver this water to the Cities; and

WHEREAS, the Authority Act also authorizes the BCRUA acting through its Board of Directors (the "Board") to issue revenue bonds to finance such water projects, payable solely from the revenues derived from payments to be made to the BCRUA by each respective City for which a series of bonds are issued for the purpose of defraying such City's share of the cost of financing, acquiring, and constructing the BCRUA Project (as hereinafter defined); and

WHEREAS, the BCRUA has previously issued separate series of such revenue bonds for the City of Cedar Park, Texas, the City of Leander, Texas ("Leander") and the City of Round Rock, Texas ("Round Rock") to finance their respective share of costs of the BCRUA Project, with each such series payable from and secured solely by payments made by each respective City under the Contract (as hereinafter defined); and

WHEREAS, pursuant to the Authority Act, the BCRUA and the Cities have entered into a "Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project," dated as of September 2, 2008, as amended by (1) a "First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of January 22, 2009; (2) a "Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of October 20, 2010; (3) a "Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of February 22, 2012; (4) a "Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 25, 2018; (5) a "Fifth

Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 22, 2021; (6) a "Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of December 15, 2021; and (6) a "Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of March 27, 2024 (collectively, the "Contract"); and

WHEREAS, pursuant to the Contract the BCRUA has agreed to design, finance, construct, own, acquire, maintain and operate the BCRUA Project in a manner that will allow the BCRUA to deliver potable water to the Cities on a regional basis and under which each of the Cities agree to pay their share of the BCRUA Project and to make payments to or on behalf of the BCRUA in amounts sufficient to meet all of the BCRUA's obligations under the Contract including relating to a City's respective series of bonds issued to finance and refinance a City's share of the BCRUA Project and to own, operate and maintain the BCRUA Project; and

WHEREAS, the Cities and the BCRUA have approved the Contract; and

WHEREAS, Leander has requested that the BCRUA issue an additional separate series of revenue bonds in an aggregate principal amount not to exceed \$39,090,000 pursuant to the Contract to finance Leander's share of the BCRUA Project (the "Bonds"); and

WHEREAS, Round Rock has also requested that the BCRUA issue an additional separate series of contract revenue bonds pursuant to the Contract to finance its respective share of the BCRUA Project Costs with such series of contract revenue bonds expected to be issued and delivered simultaneously with the Bonds; and

WHEREAS, this Resolution constitutes a Bond Resolution as that term is defined in the Contract; and

WHEREAS, the principal of the Bonds and the interest thereon are and shall be solely payable from and secured by a lien on and pledge of the portion of the Annual Payments designated as "Bond Payments" to be made by Leander pursuant to the Contract in amounts sufficient to pay and redeem, and provide for the payment of the principal of, premium, if any, and interest on the Bonds, when due, and the fees and expenses of the Paying Agent/Registrar for the Bonds, all as required by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. THAT:

Section 1. DEFINITIONS. In addition to the definitions set forth in the preamble of this Resolution, the terms used in this Resolution (except as may be otherwise indicated in the FORM OF BOND) and not otherwise defined shall have the meanings given in Exhibit "A" to this Resolution attached hereto and made a part hereof.

Section 2. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) ***Amount and Designation.*** The BCRUA's bonds issued pursuant to this Resolution shall each be entitled "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024" and are hereby authorized to be issued and delivered in an aggregate maximum principal amount not to exceed \$39,090,000. The authority of the BCRUA Representative to execute and deliver an Award Certificate for the Bonds shall expire at 5:00 p.m., C.D.T., on December 31, 2024. Bonds priced on or before December 31, 2024 may close after such date.

(b) ***Purpose.*** The Bonds are to be issued for the following purposes to pay: (i) LEANDER'S SHARE OF THE COSTS OF DESIGNING, CONSTRUCTING, ACQUIRING, IMPROVING AND/OR EXPANDING THE BCRUA PROJECT, INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF THE PHASE 1D WATER TREATMENT PLANT EXPANSION, THE PHASE 2 RAW WATER DELIVERY SYSTEM AND ELECTRICAL UTILITY IMPROVEMENTS FOR THE PHASE 2 RAW WATER PUMP AND (ii) THE COSTS OF ISSUANCE OF THE BONDS.

Section 3. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) ***Terms of the Bonds.*** The Bonds shall initially be issued, sold, and delivered hereunder as fully registered bonds, without interest coupons, numbered consecutively from R-1 upward (except the initial Bond delivered to the Attorney General of the State which shall be numbered I-1), payable to the respective initial Registered Owners thereof in an Authorized Denomination, maturing not later than August 1, 2049, serially or otherwise on the dates, in the years and in the principal amounts, respectively, dated, all as set forth in the Award Certificate executed by the BCRUA Representative in substantially the form attached hereto as Exhibit "B".

(b) ***Award Certificate.*** As authorized by the Authority Act, the BCRUA Representative is hereby authorized, appointed, and designated to act on behalf of the Board in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including determining and fixing the date the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Bonds, the rate or rates of interest to be borne by each maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions for the Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in a certificate of the BCRUA Representative (the "Award Certificate") the form of which is attached hereto as Exhibit "B"; provided that (i) the price to be paid for the Bonds shall not be less than 98% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the Bonds shall not bear interest at a net effective interest rate in excess of the maximum rate allowed by law. In establishing the aggregate principal amount of the Bonds, the BCRUA Representative shall establish an amount not to exceed the amount authorized in Section 2, which shall be sufficient to

provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery of the Bonds the Award Certificate has been executed and delivered as required by this Resolution. No such Award Certificate shall be executed and delivered under this Resolution, unless and until the City Council of the City of Leander approves this Resolution.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the Board hereby determines that the delegation of the authority to the BCRUA Representative to approve the final terms and conditions of the Bonds as set forth in this Resolution is, and the decisions made by the BCRUA Representative pursuant to such delegated authority and incorporated in the Award Certificate will be, in the BCRUA's best interest and shall have the same force and effect as if such determination were made by the Board, and the BCRUA Representative is hereby authorized to make and include in the Award Certificate an appropriate finding to that effect. The Award Certificate is hereby incorporated by reference into and made a part of this Resolution.

(c) ***Sale of the Bonds.*** To achieve advantageous borrowing costs for the BCRUA, the Bonds shall be sold to the Texas Water Development Board (the "Purchaser") at the price as set forth in the Award Certificate. The Private Placement Memorandum prepared in connection with the sale of the Bonds to the Purchaser in substantially the form attached to this Resolution is approved.

(d) ***In General.*** The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "C" to this Resolution and as determined by the BCRUA Representative as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate.

Section 4. INTEREST. The Bonds shall bear interest, calculated on the basis of a 360-day year composed of twelve 30-day months, from their date of delivery as set forth in the Award Certificate, until maturity or redemption, at the rate or rates set forth in the Award Certificate. Interest shall be payable to the Registered Owner of any such Bond in the manner provided and on the dates stated in the FORM OF BOND set forth in Exhibit "C" to this Resolution and the Award Certificate.

Section 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY-ONLY SYSTEM. (a) ***Paying Agent/Registrar.*** The BCRUA Representative in the Award Certificate shall select an eligible institution to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar"). The BCRUA Representative is authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form and substance presented to the

Board set forth in Exhibit "D" in connection with the approval of this Resolution with such changes as are acceptable to the BCRUA Representative.

(b) **Registration Books.** The BCRUA shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar (the "Designated Trust Office") the Registration Books, and the Board hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as the BCRUA and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The BCRUA shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. A copy of the Registration Books shall be maintained in the State.

(c) **Ownership of Bonds.** The entity or person in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Resolution, whether or not such Bond shall be overdue, and, to the extent permitted by law, the BCRUA and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such Registered Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) **Payment of Bonds and Interest.** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Resolution. The Paying Agent/ Registrar shall keep proper records of all payments made by the BCRUA and the Paying Agent/Registrar with respect to the Bonds.

(e) **Authentication.** The Bonds initially issued and delivered pursuant to this Resolution shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State and registered by the Comptroller of Public Accounts of the State, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Resolution the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BOND in Exhibit "C" attached hereto.

(f) **Transfer, Exchange, or Replacement.** Each Bond issued and delivered pursuant to this Resolution, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with

a written request therefor duly executed by the Registered Owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the Registered Owner or such assignee or assignees, as appropriate, be exchanged for fully registered Bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BOND set forth in Exhibit "C" to this Resolution, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same Series and have a single stated maturity date), as requested in writing by such Registered Owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate Registered Owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered Bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Resolution shall constitute one of the Bonds for all purposes of this Resolution and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Resolution there shall be printed an Authentication Certificate, in the form set forth in Exhibit "C" to this Resolution. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Board or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be in typed or printed form as determined by the BCRUA Representative. Pursuant to Subtitle D, Texas Government Code and particularly Section 1201.063, thereof, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Resolution. The BCRUA shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or (ii) with respect to any Bond

or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the Registered Owner or assignee of the Registered Owner not more than three business days after the receipt of the Bonds to be canceled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** The BCRUA covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the BCRUA will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. The BCRUA reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than ninety (90) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the BCRUA covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the BCRUA. Upon any change in the Paying Agent/Registrar, the BCRUA promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(h) ***Book-Entry-Only System.*** The Bonds issued in exchange for the Bonds initially issued and delivered to the Purchaser shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsection (i) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the BCRUA and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the BCRUA and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary but to the extent permitted by law, the BCRUA and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of

such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the BCRUA's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the BCRUA to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(i) ***Successor Securities Depository; Transfers Outside Book-Entry-Only System.*** In the event that the BCRUA or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the BCRUA to DTC (as described in Section 35 of this Resolution) or DTC determines to discontinue providing its services with respect to the Bonds, the BCRUA shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

(j) ***Payments to Cede & Co.*** Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the BCRUA to DTC.

(k) ***Notice of Redemption.*** In addition to the method of providing a notice of redemption set forth in the FORM OF BOND, the Paying Agent/Registrar shall give notice of redemption of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities

depositories or such national information services shall be sent so that it is received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Registered Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date. Each notice of redemption, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the Series, the date of issue, the interest rate or rates, the maturity date, the CUSIP number, a reference to the certificate numbers and the amounts called of each certificate, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed, including a contact person and telephone number. All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such Registered Owner.

(1) ***Conditional Notice of Redemption.*** With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the BCRUA, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the BCRUA shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 6. FORM OF BOND. The form of the Bond, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State, with respect to the Bonds initially issued and delivered pursuant to this Resolution, shall be, respectively, substantially as set forth in Exhibit "C", with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution and any Award Certificate including specifically information relating to payment dates, the Bond date and redemption provisions.

Section 7. PLEDGE OF BOND PAYMENTS. (a) ***Pledge.*** The BCRUA hereby covenants and agrees that the Bond Payments are hereby irrevocably pledged to the payment and security of the Bonds Similarly Secured including the establishment and maintenance of the special funds or accounts created and established on the books and records of the BCRUA for the payment and security thereof, all as hereinafter provided; and it is hereby resolved that the Bonds Similarly Secured, and the interest thereon, shall constitute a lien on and pledge of the Bond Payments and be valid and binding without any physical delivery thereof or further act by the BCRUA, and the lien created hereby on the Bond Payments for the payment and security of the Bonds Similarly Secured shall be prior in right and claim as to any other indebtedness, liability, or obligation of the BCRUA or the BCRUA Project payable pursuant to the terms of the Contract. The BCRUA shall deposit the Bond Payments, as collected and received, into a separate fund and account on the books and records of the BCRUA known as the "Leander's Debt Service Fund," which has

previously been created and is hereby confirmed, to be utilized pursuant to the Contract and Sections 9 and 12 hereof to pay the Bonds; provided, however, that the Board of the BCRUA may utilize any revenues, including those generated by the Contract, in excess of the Debt Service Requirements on the Bonds Similarly Secured for any lawful purpose in accordance with this Resolution and the Contract.

(b) **Perfection of Pledge.** Chapter 1208, as amended, Texas Government Code, applies to the issuance of the Bonds Similarly Secured and the lien on and pledge of Bond Payments granted by the BCRUA under subsection (a) of this Section, and such pledge is therefore valid, effective, and perfected. If State law is amended at any time while the Bonds Similarly Secured are outstanding and unpaid such that the pledge of the Bond Payments granted by the BCRUA is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds Similarly Secured the perfection of the security interest in this pledge, the Board agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, as amended, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

Section 8. RATES AND CHARGES. For the benefit of the Registered Owners of the Bonds Similarly Secured and in addition to all provisions and covenants in the laws of the State and in this Resolution, the Contract between the BCRUA and Leander expressly stipulates and agrees, while any of the Bonds Similarly Secured are Outstanding, Leander will fix and collect such rates and charges for services to be supplied by the Leander System as will produce gross revenues at all times during the term of the Contract in an amount equal to pay all of the expenses of operation and maintenance of the Leander System including Annual Payments and Bond Payments under the Contract and all other amounts required by the laws and the provisions of the ordinances or resolutions authorizing the Leander Utility Bonds or other obligations now or hereafter outstanding payable, in whole or in part, from the net revenues of the Leander System, including the amounts required to pay all principal of and interest on such Leander Utility Bonds and other obligations. The BCRUA hereby expressly stipulates that it will maintain rates and charges through the Bond Payments to meet the debt service requirements on the Bonds Similarly Secured and agrees that it will take all appropriate action to enforce such terms of the Contract while any of the Bonds Similarly Secured are Outstanding.

The Registered Owners shall never have the right to demand payment for the Bonds out of any funds raised or to be raised from taxation by Leander or the BCRUA.

Section 9. DISTRIBUTION OF BOND PAYMENTS. After the Bond Payments have been received by the BCRUA such payments shall be further deposited into the Debt Service Fund as required by this Resolution.

Section 10. DEBT SERVICE FUND; CONSTRUCTION FUND; ESCROW FUND. (a) **Debt Service Fund.** For purposes of providing funds to pay the principal of and interest on the Bonds Similarly Secured as the same become due and payable, the BCRUA agrees to maintain, at the Depository, a separate and special fund or account to be created and known as the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue

Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Debt Service Fund" (the "Debt Service Fund"). The BCRUA covenants that there shall be deposited into the Debt Service Fund prior to each principal and interest payment date solely from the available Bond Payments made by Leander pursuant to Section 9 of this Resolution an amount equal to one hundred per cent (100%) of the amount required to fully pay the interest on and the principal of the Bonds Similarly Secured then falling due and payable, such deposits to pay maturing principal and accrued interest on the Bonds Similarly Secured to be made in substantially equal monthly installments on or before the first day of each month. If the Bond Payments in any month are insufficient to make the required payments into the Debt Service Fund, then the amount of any deficiency in such payment shall be added to the amount otherwise required to be paid into the Debt Service Fund in the next month.

The required monthly deposits to the Debt Service Fund for the payment of principal of and interest on the Bonds Similarly Secured shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Debt Service Fund is equal to the amount required to fully pay and discharge all Outstanding Bonds Similarly Secured (principal and interest) or, (ii) the Bonds Similarly Secured are no longer Outstanding.

Any surplus proceeds from the sale of the Bonds, including investment income therefrom, not expended for authorized purposes shall be deposited into the Debt Service Fund, and such amounts (i.e., accrued and investment interest) so deposited into the Debt Service Fund shall reduce the sum otherwise required to be deposited in the Debt Service Fund from Bond Payments.

(b) **Construction Fund.** The BCRUA hereby creates and establishes and shall maintain on the books and records of the BCRUA a separate fund or account to be entitled the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024, Construction Fund" for use by the BCRUA for payment of Leander's share of the BCRUA Project. The BCRUA shall deposit the net proceeds from the sale of the Bonds released from escrow as provided in Section 10(c) below into the Construction Fund as provided in this Resolution. Funds in the Construction Fund shall be used for payment of Leander's share of BCRUA Project Costs. Upon payment of all such costs, any moneys remaining on deposit in the Construction Fund shall be transferred to the Debt Service Fund.

(c) **Escrow Fund.** The Escrow Agreement between the BCRUA and the escrow agent named therein (the "Escrow Agent") substantially in the form and content presented at this meeting and shown on Exhibit "E" attached hereto, specifying the duties and responsibilities of the BCRUA and the Escrow Agent, is hereby approved and the BCRUA Representative is hereby authorized and directed to execute the Escrow Agreement on behalf of the BCRUA. The BCRUA Representative in the Award Certificate shall select an eligible institution to serve as Escrow Agent.

On the closing date, the BCRUA shall cause the proceeds from the sale of the Bonds to be deposited into the Escrow Fund or, if agreed to by the Purchaser, all or a portion of the proceeds of the Bonds may be deposited into the Construction Fund.

Moneys disbursed from the Escrow Fund established pursuant to the Escrow Agreement shall be applied only for the costs of issuance of the Bonds or the BCRUA Project Costs.

The security for, and the investment of, funds on deposit in the Escrow Fund shall be governed by the provisions of the Escrow Agreement.

Section 11. DEFICIENCIES - EXCESS BOND PAYMENTS. (a) *Deficiencies.* If on any occasion there shall not be sufficient Bond Payments to make the required deposits into the Debt Service Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Bond Payments and such payments shall be in addition to the amounts required to be paid into these funds or accounts during such month or months.

(b) *Excess Bond Payments.* Subject to making the required deposits to the Debt Service Fund when and as required by this Resolution, any resolution authorizing the issuance of any currently Outstanding Bonds Similarly Secured or any resolution authorizing the issuance of Additional Bonds, any excess Bond Payments may be used by the BCRUA for any lawful purpose including, but not limited to, the redemption of any Bonds Similarly Secured.

Section 12. PAYMENT OF BONDS. While any of the Bonds Similarly Secured are Outstanding, the General Manager or other authorized BCRUA official, shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Debt Service Fund, if necessary, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Bonds Similarly Secured as such installment accrues or matures; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the Business Day next preceding the date a debt service payment is due on the Bonds Similarly Secured.

Section 13. INVESTMENTS. Funds held in any fund or account created, established, or maintained pursuant to this Resolution shall be invested as permitted by the provisions of the BCRUA investment policy and the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code and secured (to the extent not insured by the Federal Deposit Insurance Corporation) to the fullest extent required by the Public Funds Collateral Act, as amended, Chapter 2257, Texas Government Code. All interest and income derived from deposits and investments in any fund shall immediately be credited to, and any losses debited from, the fund from which such funds were derived. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

Section 14. ISSUANCE OF ADDITIONAL BONDS. In addition to the right to issue bonds of inferior lien as authorized by the laws of this State, the BCRUA reserves the right hereafter to issue Additional Bonds. The Additional Bonds, when issued, shall be payable from and secured by a lien on and pledge of the Bond Payments in the same manner and to the same extent as the Bonds and the other Bonds Similarly Secured, and shall in all respects be of equal dignity. The Additional Bonds may be issued in one or more series provided, however, that no Additional Bonds, shall be issued unless and until the following conditions have been met:

(i) Except for a refunding to cure a default, the BCRUA is not then in default as to any covenant, condition or obligation prescribed in the resolutions authorizing the issuance of the Bonds Similarly Secured or the Contract (including any amendment or supplement thereto) and the funds under the resolution authorizing the same contains the amounts then required to be therein;

(ii) A consulting engineer certifies to the BCRUA the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the BCRUA Project as now or hereafter defined in the Contract; provided, however this certification shall not be necessary for the issuance of any refunding bonds;

(iii) Leander, shall have approved the resolution(s) authorizing the issuance of the Additional Bonds as to form and content and acknowledged that the payment of principal of and interest on such Additional Bonds is payable, in whole or in part, from the Bond Payments to be made to the BCRUA under and pursuant to the Contract;

(iv) The resolution authorizing the issuance of the Additional Bonds provides for deposits to be made to the Debt Service Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as the same become due;

(v) Based upon an opinion of legal counsel to the BCRUA that there are legal, valid and bindings contracts then in effect pursuant to which Leander and others, if any, which are parties to such contracts are obligated to make payments to the BCRUA during each fiscal year (including periods when services of the BCRUA Project may not be available to such contracting parties and others) in such amounts as shall be necessary to provide to the BCRUA sufficient funds to pay when due all principal and interest on all Bonds, Additional Bonds and other Bonds Similarly Secured to be Outstanding after the issuance of the proposed Additional Bonds; and

(vi) So long as any Bonds that will be Outstanding after the issuance of the proposed Additional Bonds are owned by the Purchaser, the BCRUA shall have demonstrated to the satisfaction of the Executive Administrator of the Purchaser that Bond Payments will be sufficient for the repayment of all of the Bonds, Additional Bonds and other Bonds Similarly Secured to be Outstanding after the issuance of the proposed Additional Bonds.

The Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the Board of the BCRUA may deem to be in the best interest of the BCRUA; provided, however, such refunding bonds do not have to comply with paragraph (ii) of this Section 14.

Section 15. SPECIAL PROJECT BONDS. The BCRUA further reserves the right to issue bonds in one or more installments for the purchase, construction, improvement, extension, replacement, enlargement or repair of utility facilities necessary under a contract or contracts with persons, corporations, municipal corporations, political subdivisions, or entities including Leander, such bonds to be payable from and secured by the proceeds of such contract or contracts (other than the Contract). The BCRUA further reserves the right to refund such bonds and secure the

payment of the debt service requirements on the refunding bonds in the same manner or as otherwise permitted by the laws of the State.

Section 16. MAINTENANCE OF BCRUA PROJECT - INSURANCE. The BCRUA covenants, agrees, and affirms its covenants that while the Bonds Similarly Secured remain outstanding it will maintain and operate the BCRUA Project with all possible efficiency and maintain casualty and other insurance on the properties of the BCRUA Project and its operations of a kind and in such amounts customarily carried by municipal corporations in the State engaged in a similar type of business (which must be in an amount sufficient to protect the interests of the Registered Owners of the Bonds Similarly Secured in the BCRUA Project); and that it will faithfully and punctually perform all duties with reference to the BCRUA Project required by the laws of the State. All money received from losses under such insurance policies, other than public liability policies, shall be retained for the benefit of the Registered Owners of the Bonds Similarly Secured until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses of the BCRUA Project. Nothing in this Resolution shall be construed as requiring the BCRUA to expend any funds which are derived from sources other than the operation of the BCRUA Project but nothing herein shall be construed as preventing the BCRUA from doing so.

Section 17. RECORDS AND ACCOUNTS - ANNUAL AUDIT. The BCRUA covenants, agrees, and affirms its covenants that so long as any of the Bonds Similarly Secured remain Outstanding, it will keep and maintain separate and complete records and accounts pertaining to the operations of the BCRUA Project in which complete and correct entries shall be made of all transactions relating thereto as provided by applicable law. The Registered Owners of any Bonds Similarly Secured or any duly authorized agent or agents of such Registered Owners shall have the right to inspect the BCRUA Project and all properties comprising the same. The BCRUA further agrees that following (and in no event later than six (6) months after) the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. The BCRUA will provide such the annual audit performed by an independent firm of Certified Public Accountants as set forth in Section 30 of this Resolution. Expenses incurred in making the annual audit of the operations of the BCRUA Project are to be regarded as Maintenance and Operating Expenses of the BCRUA Project.

Section 18. SALE OR ENCUMBRANCE OF BCRUA PROJECT. While any Bonds remain Outstanding, the BCRUA will not sell, dispose of or further encumber the BCRUA Project or any substantial part thereof; provided, however, that this provision shall not prevent the BCRUA from (i) pledging the Bond Payments to Additional Bonds or Special Project Bonds as set forth in Sections 14 and 15 of this Resolution or (ii) disposing of any part of the BCRUA Project which is being replaced or is deemed by the BCRUA to be obsolete, worn out, surplus or no longer needed for the proper operation of the BCRUA Project. Any agreement pursuant to which the BCRUA contracts with a person, corporation, municipal corporation or political subdivision to operate the BCRUA Project or to lease and/or operate all or part of the BCRUA Project shall not

be considered as an encumbrance of the BCRUA Project; provided, however, no such agreement shall impair the pledge and lien on the Bond Payments.

Section 19. COMPETITION. To the extent it legally may, the BCRUA will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the BCRUA Project and will prohibit the operation of any such competing facilities.

Section 20. SPECIAL COVENANTS. The BCRUA further covenants and agrees that: (a) **Title.** The BCRUA lawfully owns or will own and is or will be lawfully possessed of the lands or easements upon which its BCRUA Project is and will be located, and has or will purchase good and indefeasible estate in such lands in fee simple, or has or will lawfully obtain any necessary easements to operate the BCRUA Project, and it warrants that it has or will obtain and will defend, the title to all the aforesaid lands and easements for the benefit of the Registered Owners of the Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Bond Payments to the payment of the Bonds Similarly Secured, in the manner prescribed herein, and that it has lawfully exercised such rights.

(b) **Liens.** The BCRUA will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or its BCRUA Project, and it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge upon its BCRUA Project, provided, however, that no such tax, assessment, or charge, and that no such claims which might be or other lien or charge, shall be required to be paid while the validity of the same shall be contested in good faith by the BCRUA.

(c) **Performance.** The BCRUA will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the resolutions authorizing the issuance of Bonds Similarly Secured, and in each and every of the Bonds Similarly Secured and pay from the Bond Payments the principal of and interest on every Bonds Similarly Secured on the dates and in the places and manner prescribed in such resolutions and Bonds Similarly Secured; and that it will, at the times and in the manner prescribed, or cause to be deposited from the Bond Payments the amounts required to be deposited into the Debt Service Fund; and the Registered Owners of the Bonds Similarly Secured may require the BCRUA, its officials, agents, and employees to carry out, respect, or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of Bonds Similarly Secured, as the case may be, including, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the BCRUA, its officials, agents, and employees.

(d) **Legal Authority.** The BCRUA is duly authorized under the laws of the State to issue the Bonds Similarly Secured; that all action on its part for the authorization and issuance of the Bonds Similarly Secured has been duly and effectively taken, and the Bonds Similarly Secured in the hands of the Registered Owners thereof are and will be valid and enforceable special obligations of the BCRUA in accordance with their terms payable solely from the Bond Payments.

(e) **Budget.** The BCRUA will prepare, adopt, and place into effect an annual budget (the "Annual Budget") for Maintenance and Operation Expenses of the BCRUA Project for each Fiscal Year, including in each Annual Budget such items as are customarily and reasonably contained in a utility system budget under generally accepted accounting procedures.

(f) **Permits.** The BCRUA will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the BCRUA Project and which have been obtained from any governmental agency; and the BCRUA has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the BCRUA Project.

Section 21. LIMITED OBLIGATIONS OF THE BCRUA. The Bonds Similarly Secured are limited, special obligations of the BCRUA payable from and equally and ratably secured solely by a lien on and pledge of the Bond Payments, and the Registered Owners thereof shall never have the right to demand payment of the principal of or interest on the Bonds Similarly Secured from any funds raised or to be raised through taxation by Leander or the BCRUA.

Section 22. DEFAULT AND REMEDIES. (a) **Events of Default.** Each of the following occurrences or events for the purpose of this Resolution is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the BCRUA, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Resolution, and, if such default is capable of cure, the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the BCRUA; or

(iii) a default by Leander under the Contract.

(b) **Remedies for Event of Default.**

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the BCRUA, or any official, officer or employee of the BCRUA in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Resolution, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies. The Registered Owners are third party beneficiaries to the Contract with the

ability to enforce the provisions of the Contract for such period that a default exists under the Contract.

(ii) Upon the happening of any Event of Default, then and in every case the Purchaser, acting as a Registered Owner of the Bonds, may exercise all remedies available to it in law or equity, and any provision of this Resolution or the Bonds that restricts or limits the Purchaser's full exercise of such remedies shall be of no force and effect.

(iii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then Outstanding.

(iv) As long as an Insurer is not in payment default on the related Insurance Policy for the Bonds, the Insurer shall be deemed to be the sole Registered Owner of such Bonds insured by it for purposes of enforcing remedies in the Event of Default under this Resolution.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Resolution, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Resolution.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Resolution, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Resolution do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the BCRUA or the Board.

(iv) None of the members of the Board of Directors, nor any other official or officer, agent, or employee of the BCRUA, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Resolution, or because of any Event of Default or alleged Event of Default under this Resolution.

Section 23. AMENDMENT OF RESOLUTION. (a) ***Amendments Without Consent.*** This Resolution and the rights and obligations of the BCRUA and of the Registered Owners of the Bonds may be modified or amended at any time without notice to or the consent of any Registered Owner of the Bonds or any Bonds Similarly Secured, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the BCRUA contained in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the BCRUA in this Resolution;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Resolution, upon receipt by the Board of an opinion of counsel, that the same is needed for such purpose, and will more clearly express the intent of this Resolution;

(iii) To supplement the security for the Bonds, replace or provide additional Credit Agreement, or change the form of the Bonds or make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(v) To make such changes, modifications or amendments as are permitted by Section 30(c) of this Resolution;

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds; or

(vii) To assign the Contract to a trustee.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Resolution, the Registered Owners of Outstanding Bonds aggregating 51% in Outstanding principal amount shall have the right from time to time to approve any amendment, other than amendments described in Subsection (a) of this Section, to this Resolution which may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Resolution or in the Bonds so as to:

- (1) Make any change in the maturity of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by the Outstanding Bonds;
- (3) Reduce the amount of the principal payable on the Outstanding Bonds;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;

- (5) Affect the rights of the owners of less than all Bonds then Outstanding; or
- (6) Change the minimum percentage of the Outstanding principal amount of Bonds necessary for consent to such amendment.

(c) **Notice.** (i) If at any time the Board shall desire to amend this Resolution other than pursuant to subsection (a) above, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York or the State including in the Texas Bond Reporter once during each calendar week for at least two (2) successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all owners of Bonds. Such publication is not required, however, if the Board gives or causes to be given such notice in writing to each Registered Owner of Bonds.

(ii) In the event S&P and/or Moody's maintains a rating on the Bonds, copies of any modification or amendment to this Resolution shall be sent to S&P and/or Moody's, as applicable, at least ten (10) days prior to the effective date thereof.

(d) **Receipt of Consents.** Whenever at any time not less than thirty (30) days, and within one (1) year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least 51% in Outstanding principal amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) **Effect of Amendments.** Upon the adoption by the Board of any resolution to amend this Resolution pursuant to the provisions of this Section, this Resolution shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the BCRUA and all the owners of then Outstanding Bonds and all future Bonds shall thereafter be determined, exercised, and enforced under the resolution and this Resolution, as amended.

(f) **Consent Irrevocable.** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication or other service of the notice provided for in this Section and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and the BCRUA, but such revocation shall not be effective if the owners of 51% in Outstanding principal amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) **Ownership.** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Registration Books kept by

the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

(h) **Insurer Consent.** Notwithstanding the foregoing provisions of this Section, so long as any Insurer is not in payment default under its policy, no amendment or supplement to this Resolution may become effective except upon obtaining the prior written consent of any such Insurer.

Section 24. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE BONDS. (a) **Covenants.** The BCRUA covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "IRS Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the BCRUA covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the IRS Code or, if more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the BCRUA, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the IRS Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the IRS Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the IRS Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the IRS Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the IRS Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the IRS Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten (10) percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the IRS Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the IRS Code and to pay to the United States of America, not later than sixty (60) days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the IRS Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder; and

(b) ***Rebate Fund.*** In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the BCRUA for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the IRS Code.

(c) ***Proceeds.*** The BCRUA understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the BCRUA that the covenants contained herein are intended to assure compliance with the IRS Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the IRS Code, as applicable to the Bonds, the BCRUA will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the IRS Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the BCRUA agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the IRS Code. In furtherance of such intention, the BCRUA hereby authorizes and directs the BCRUA Representative to execute any documents, certificates or reports required by the IRS Code and to make such elections, on behalf of the BCRUA, which may be permitted by the IRS Code as are consistent with the purpose for the issuance of the Bonds. This Resolution is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) ***Allocation of, and Limitation on, Expenditures for the Project.*** The BCRUA covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2 of this Resolution (the "Project") on its books and records in accordance with the requirements of the IRS Code. The BCRUA recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the BCRUA recognizes that in order for proceeds to be expended under the IRS Code, the sale proceeds or investment earnings must be expended no more than sixty (60) days after the earlier of (1) the fifth (5th) anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The BCRUA agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the BCRUA shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) ***Disposition of Project.*** The BCRUA covenants that the property constituting the BCRUA Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the BCRUA of cash or other compensation, unless the BCRUA obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the BCRUA shall not be obligated to comply with this covenant if it obtains an opinion of nationally-

recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 25. RESOLUTION TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the BCRUA and the Registered Owners from time to time of the Bonds and the pledge made in this Resolution by the BCRUA and the covenants and agreements set forth in this Resolution to be performed by the BCRUA shall be for the equal and proportionate benefit, security, and protection of all Registered Owners, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Resolution.

Section 26. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 27. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BOND, whenever under the terms of this Resolution or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 28. LIMITATION OF BENEFITS WITH RESPECT TO THE RESOLUTION. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Resolution or the Bonds is intended or should be construed to confer upon or give to any person other than the BCRUA, the Registered Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Resolution and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the BCRUA, the Registered Owners, and the Paying Agent/Registrar as herein and therein provided.

Section 29. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE. The BCRUA Representative is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State. The BCRUA Representative is hereby authorized, to the extent deemed necessary or advisable

thereby, in the discretion thereof, to request that the Attorney General approve the Bonds as permitted by Chapter 1202, Texas Government Code, in which case the BCRUA Representative also is authorized to request the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The BCRUA Representative is hereby authorized to execute the engagement letter submitted herewith for Bickerstaff Heath Delgado Acosta LLP to serve as the BCRUA's Bond Counsel for the issuance of the Bonds. The approving legal opinion of the BCRUA's Bond Counsel and the assigned CUSIP numbers may, at the option of the BCRUA, be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. The preamble to this Resolution is hereby adopted and made a part of this Resolution for all purposes. If insurance is obtained on any of the Bonds, the Bonds shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 30. COMPLIANCE WITH RULE 15c2-12. (a) *Annual Reports.* The BCRUA shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the BCRUA ending in or after 2024, financial statements of the BCRUA if audited financial statements of the BCRUA are then available, and (2) if not available by such time, audited financial statements of the BCRUA, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with generally accepted auditing standards by a certified public account or licensed public accountant or such other accounting principles as the BCRUA may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the BCRUA commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the BCRUA shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the BCRUA changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the BCRUA otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) *Event Notices.* The BCRUA shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the BCRUA;

(13) The consummation of a merger, consolidation, or acquisition involving the BCRUA or the sale of all or substantially all of the assets of the BCRUA, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the BCRUA, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the BCRUA, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the BCRUA, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the BCRUA in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the BCRUA, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the BCRUA in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the BCRUA, and (b) the BCRUA intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The BCRUA shall file notice with the MSRB, in a timely manner, of any failure by the BCRUA to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) ***Limitations, Disclaimers, and Amendments.*** The BCRUA shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the BCRUA remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the BCRUA in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The BCRUA undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the BCRUA's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The BCRUA makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE BCRUA BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BCRUA, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the BCRUA in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the BCRUA under federal and state securities laws.

The provisions of this Section may be amended by the BCRUA from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the BCRUA, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the BCRUA (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The BCRUA may also

repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the BCRUA also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the BCRUA so amends the provisions of this Section, the BCRUA shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 31. APPLICATION OF BOND PROCEEDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the BCRUA Representative as follows an amount sufficient to accomplish the purposes of Section 2 shall be deposited in the Escrow Fund or Construction Fund as authorized by the Texas Water Development Board.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited to the Debt Service Fund as provided in Section 10 and applied to the payment of interest on the Bonds.

Section 32. DEFEASANCE PROVISIONS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Resolution, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the BCRUA with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased

Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Bond Payments as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the BCRUA will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Bond.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Resolution. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the BCRUA also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the BCRUA.

(c) Notwithstanding any provision of any other Section of this Resolution which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the BCRUA shall make proper arrangements to provide and pay for such services as required by this Resolution.

(d) Notwithstanding anything elsewhere in this Resolution, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the BCRUA retains the right under State law to later call that Defeased Bond for redemption in accordance with the provisions of this Resolution, the BCRUA may call such Defeased Bond for redemption upon complying with the provisions of State law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 33. COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS. The provisions of this Section shall apply so long as the Bonds, or any of them, are owned by the Texas Water Development Board (the "TWDB"). The BCRUA will comply with all of the requirements contained in the resolution or resolutions adopted by the TWDB with respect to the issuance of the Bonds. In addition, in compliance with the TWDB's State Water Implementation Fund for Texas Loan Program Rules, the BCRUA agrees and covenants:

(a) Any loan proceeds from the Bonds that are determined to be surplus proceeds remaining after completion of one or more of the projects described in Section 2 hereof shall be used in a manner approved by the Executive Administrator. The foregoing notwithstanding, it is further provided, however, that any interest earnings on monies on deposit in the Construction Fund which are required to be rebated to the United States of America pursuant to Section 24 hereof in order to prevent the Bonds from being arbitrage bonds shall be transferred to the "Rebate Fund" hereinafter established and shall not be considered as interest earnings for purposes of this subsection.

(b) The BCRUA is solely responsible for liability resulting from acts or omissions of the BCRUA, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the BCRUA, its contractors, consultants, agents, officials and employees as a result of activities relating to the project, to the extent permitted by law.

(c) BCRUA shall report to the TWDB the amounts of project funds, if any, that were used to compensate historically underutilized businesses that worked on the project, in accordance with 31 TAC § 363.1312.

(d) The TWDB will purchase the Bonds, acting through the TWDB's designated trustee, and the Bonds shall be registered in the name of Cede & Co. and closed in book-entry form in accordance with 31 TAC Section 363.42(c)(1).

(e) Neither the BCRUA nor a related party thereto will acquire any of the TWDB's source series bonds in an amount related to the amount of the Bonds to be acquired from the BCRUA by the TWDB.

(f) Payments of principal and interest on the Bonds will be made to the TWDB via wire transfer at no cost to the TWDB.

(g) The BCRUA will provide the TWDB with copies of "as built plans" pertaining to the projects financed, in whole or in part, with any funds of the TWDB.

(h) Within 60 days of completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Bonds, BCRUA will provide a final accounting to the

TWDB of the total costs of the projects; any surplus shall be used in a manner as approved by the Executive Administrator.

(i) So long as any Bonds are held by the TWDB, BCRUA will provide to the TWDB's Executive Administrator, within 180 days of the end of BCRUA fiscal year, a copy of each of its annual audited financial statements, to be submitted without charge.

(j) The BCRUA will maintain the records and accounts described in Section 17 hereof in accordance with generally accepted accounting principles necessary to demonstrate compliance with the TWDB's financial assistance related legal and contractual provisions, in accordance with 31 TAC § 363.42(a)(2)(G).

(k) Upon request by the Executive Administrator, the BCRUA shall submit annual audits of Leander for the Executive Administrator's review.

(l) BCRUA will comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

Section 34. FURTHER PROCEDURES. The President of the Board, the BCRUA Representative, and all other officers, employees, and agents of the Board, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Board all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith. The BCRUA Representative is authorized to sign this Resolution.

Section 35. DTC LETTER OF REPRESENTATION. The Board approves execution by the BCRUA Representative and delivery to DTC of a "Blanket Letter of Representations" with respect to the utilization by the Board of DTC's book-entry-only system and the Board intends to utilize such book-entry-only system in connection with the Bonds.

Section 36. BOND INSURANCE. (a) In connection with the sale of the Bonds, the BCRUA may obtain municipal bond insurance policies from one or more municipal bond insurers (the "Insurer") to guarantee the full and complete payment required to be made by or on behalf of the Board on some or all of the Bonds as determined by the BCRUA Representative. The BCRUA Representative is hereby authorized to sign a commitment letter with the Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies of a statement describing such insurance, in form and substance satisfactory to the Insurer and the BCRUA Representative, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Resolution.

(b) As long as an Insurer is not in default on the related Insurance Policy for the Bonds, the Insurer of a Series shall be deemed to be the sole Registered Owner of such Bonds insured by it for all purposes of this Resolution.

Section 37. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions which are in conflict or inconsistent with this Resolution are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 38. PUBLIC NOTICE. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Resolution was adopted; that this Resolution would be introduced and considered for adoption at said meeting; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 39. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Resolution or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Board or any officer, agent, employee or representative of the Board in his or her individual capacity, and neither the directors, officers, agents, employees or representatives of the Board nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 40. CREDIT AGREEMENTS. To the extent permitted by law, the BCRUA reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the BCRUA Representative that such Credit Agreements are in the best interest of the BCRUA given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in this Resolution. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) debt secured by a pledge of the Bond Payments on parity with the Bonds Similarly Secured (ii) debt secured by an inferior lien secured by a pledge of the Bond Payments subordinate to the Bonds Similarly Secured or (iii) partially parity and partially inferior lien.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED on this October 23, 2024.

**BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.**

BCRUA Representative

EXHIBIT A – Definitions
EXHIBIT B – Form of Award Certificate
EXHIBIT C – Form of Bond
EXHIBIT D – Paying Agent/Registrar Agreement
EXHIBIT E – Escrow Agreement

[SIGNATURE PAGE]

EXHIBIT A

DEFINITIONS

As used in this Resolution, the following terms and expressions shall have the meanings set forth below, unless the text in this Resolution specifically indicates otherwise.

The term *Additional Bonds* shall mean the obligations issued in accordance with the terms and conditions prescribed in Section 14 hereof.

The term *Annual Payments* shall have the meaning given in the Contract.

The term *Authorized Denominations* shall mean with respect to the Bonds the denomination of \$5,000 or any integral multiple thereof.

The term *Average Annual Debt Service Requirements* shall mean that average amount which, at the time of computation, will be required to pay the Debt Service Requirements on all outstanding Bonds Similarly Secured when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Debt Service Requirement by the number of Fiscal Years then remaining before Stated Maturity of such Bonds Similarly Secured. For purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from Bond proceeds shall be excluded in making the aforementioned computation.

The term *Award Certificate* shall mean the Certificate executed by the BCRUA Representative in connection with the Bonds that establishes the terms of the Bonds issued pursuant to Section 3 of this Resolution.

The term *BCRUA* shall mean Brushy Creek Regional Utility Authority, Inc. and any other public agency succeeding to the powers, rights, privileges and functions of the BCRUA and, when appropriate, the Board of Directors of the BCRUA.

The term *BCRUA Project* shall mean, collectively, the Land Interests and the improvements described in the recitals to the Contract and further described in the Preliminary Design Report, and as shown on Exhibit "D," Exhibit "D-1," Exhibit "D-2," Exhibit "D-3," Exhibit "E" and Exhibit "E-1" to the Contract. Without limitation the BCRUA Project includes the facilities, lines, intake structures, storage tanks, booster pumps and other appurtenances in the BCRUA Project, including specifically Phases 1B, 1C, and 1D, as described in Exhibit "E" to the Contract, including specifically Phase IIA as described in Exhibit "E-1" to the Contract, and the Phase II Regional System Components, as described in the Preliminary Design Report and owned by the BCRUA sufficient to treat the raw water and deliver the treated water to which the Cities, respectively, are entitled under the Contract.

The term *BCRUA Project Costs* means and includes, without limitation, the following costs incurred for the BCRUA Project by or on behalf of the BCRUA or the Cities: (i) the cost of acquisition of the Land Interests, including appraisals, closing costs and title insurance policies;

(ii) the cost of acquisition, construction, repair, replacement, improvement or decommissioning of the Facilities, and any structure, item of equipment, or other item, used for, or in connection with, the BCRUA Project; (iii) the cost of site preparation of the Land Interests, including demolition or removal of structures and improvements as necessary or incident to accomplishing the BCRUA Project; (iv) the cost of engineering, legal, architectural or other related services; (v) the preparation cost of plans, specifications, studies, surveys, cost estimates, and other expenses necessary or incident to planning, providing, or financing the BCRUA Project; (vi) the cost of machinery, equipment, furnishings, and facilities necessary or incident to placing the BCRUA Project in operation; (vii) finance charges and interest before, during, and after construction as permitted by the laws of the State; (viii) costs incurred in connection with financing the BCRUA Project, including, without limitation: (1) financing, legal, accounting, financial advisory, rating agency, and auditing fees, expenses and disbursements; (2) the cost of printing, engraving, and reproduction services; and (3) the cost of a trustee<s or paying agent<s initial or acceptance fee and subsequent fees; (ix) all costs, fees and expenses of litigation of all kinds; (x) the cost of property casualty and public liability insurance; (xi) the fees and costs of the Purchaser as the anticipated purchasers of the Bonds; (xii) reimbursement of the costs previously incurred by the Cities with respect to the BCRUA Project; and (xiii) other costs generally recognized as part of BCRUA Project construction costs.

The term *BCRUA Representative* shall mean the General Manager of the BCRUA or in his or her absence the President of the Board of BCRUA or such other person authorized by the Board to act as a BCRUA Representative.

The term *Bond Payments* shall mean the payments defined as "Bond Payments" within the Contract that the BCRUA expects to receive from the City of Leander, Texas pursuant to the terms of the Contract.

The term *Bonds* shall mean and include collectively the Bonds issued and delivered pursuant to this Resolution and the Award Certificate for the Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term *Bond* shall mean any of the Bonds.

The term *Bonds Similarly Secured* shall mean the Outstanding Series 2017 Refunding Bonds, the Outstanding Series 2017 Revenue Bonds, the Outstanding Series 2018 Bonds, the Outstanding Series 2021 Bonds, the Outstanding Series 2022 Bonds, the Bonds issued pursuant to this Resolution and any Additional Bonds hereafter issued by the BCRUA or bonds issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a lien on and pledge of the Bond Payments.

The term *Business Day* shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term *Certified Public Accountant* shall mean an independent certified public accountant or firm of independent certified public accountants.

The term *Closing Date* shall mean the date of physical delivery of the Bonds issued pursuant to this Resolution for the payment in full by the Purchaser.

The term *Contract* shall mean the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project, dated as of September 2, 2008, as amended by a "First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of January 22, 2009, by a "Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of October 20, 2010, by a "Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of February 22, 2012, by a "Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 25, 2018, by a "Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 22, 2021, by a "Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of December 15, 2021, and by a "Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of March 27, 2024 and together with any additional amendments and supplements thereto (which by the term of such instrument is designated as a supplement or amendment to such Contract).

The term *Credit Agreement* shall mean an insurance policy, a surety bond (including any supporting insurance agreement), a letter or line of credit or other type of enhancement issued in support of any Bonds Similarly Secured by a Credit Agreement Provider at the request of the BCRUA.

The term *Credit Agreement Provider* shall mean (i) with respect to any Credit Agreement consisting of a policy of municipal bond insurance or a surety bond, an issuer of policies of insurance insuring the timely payment of scheduled debt service on governmental obligations such as the Bonds Similarly Secured, provided that a Rating Agency having an outstanding rating on the Bonds Similarly Secured would rate the Bonds Similarly Secured upon delivery of the Bonds Similarly Secured fully insured by a standard policy issued by the issuer in its highest generic rating category for such obligations; and (ii) with respect to any Credit Agreement consisting of a letter or line of credit, any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds Similarly Secured would rate the Bonds Similarly Secured in one of its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Bonds Similarly Secured and the interest thereon.

The term *Debt Service Fund* shall mean the special fund or account created and established by the provisions of Section 10(a) of this Resolution.

The term *Debt Service Requirements* shall mean as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the BCRUA as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest calculated by (a) either (i) an interest rate equal to the average rate borne by such Bonds (or by comparable debt in the event that such Bonds have not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, (ii) if the Bonds bear interest at tax-exempt rates, an interest rate equal to the 24 month average of the Index (as most recently published in The Bond Buyer), unless such index is no longer published in The Bond Buyer, in which case the index to be used in its place shall be that index which the BCRUA Representative determines most closely replicates such index as set forth in a certificate of a BCRUA Representative, (iii) if the Bonds bear interest at taxable rates, an interest rate equal to the rate of the 30 day London Interbank Offered Rate, (iv) that interest rate which, in the judgment of the BCRUA Representative, based, to the extent possible, upon an accepted market index which corresponds with the provisions of the subject Bonds, is the average rate anticipated to be in effect with respect to such Bonds or (v) that interest rate which, in the judgment of the BCRUA Representative, based upon the interest rate methodology in the applicable Credit Agreement if calculating payments under a Credit Agreement, is the average rate anticipated to be in effect; and (b) that the debt service of such bonds is amortized such that annual debt service is substantially level over the remaining stated life of such bonds, and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

The term *Defeasance Securities* shall mean (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law in existence at the time of such defeasance that may be used to defease obligations such as the Bonds. The foregoing notwithstanding, the BCRUA Representative may elect in the Award Certificate to modify this definition of "Defeasance Securities" by eliminating any securities or obligations set forth in the preceding sentence upon determining that it is in the best interests of the BCRUA to do so.

The term *Depository* shall mean an official depository bank of the BCRUA.

The term *Designated Trust Office* shall have the meaning ascribed to said term in Section 5(b) of this Resolution.

The term *DTC* shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term *DTC Participant* shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term *Federal Securities* shall mean direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

The term *Financial Obligation* shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The term *Fiscal Year* shall mean the twelve-month accounting period used by the BCRUA in connection with the operation of the BCRUA Project, currently ending on September 30th of each year, which may be any twelve consecutive month period established by the BCRUA, but in no event may the Fiscal Year be changed more than one time in any three-calendar year period.

The term *Fitch* shall mean Fitch Investors Service, L.P., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency designated by the BCRUA.

The term *Interest Payment Date* shall mean the date semiannual interest is payable on the Bonds, while any of the Bonds remain Outstanding as established in the Award Certificate.

The term *IRS Code* shall mean the Internal Revenue Code of 1986, as amended.

The term *Land Interests* shall mean the fee simple interests and/or the easements, right-of-way and other interests in real property necessary for the acquisition, construction and operation of the BCRUA Project.

The term *Leander* means the City of Leander, Texas, a home-rule municipality.

The term *Leander System* shall mean the combined water and wastewater system of Leander together with all future extensions, improvements, enlargements, and additions thereto, including, to the extent permitted by law, storm sewer and drainage and/or reclaimed water systems which are integrated with the waterworks or wastewater disposal system, and all replacements thereof, provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or

permitted by law, the term Leander System shall not include any waterworks or wastewater facilities which are declared by Leander not to be a part of the Leander System and which are hereafter acquired or constructed by Leander with the proceeds from the issuance of "Special Facilities Bonds," which are not secured by or payable from the net revenues of the Leander System, but which are secured by and are payable solely from special contract revenues, or payments received from Leander or any other legal entity, or any combination thereof, in connection with such facilities; and such revenues or payments shall not be considered as or constitute gross revenues of the Leander System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such "Special Facilities Bonds."

The term *Leander Utility Bonds* shall mean the bonds, notes or other obligations issued by Leander secured by a lien on and pledge of the net revenues of the Leander System or any part thereof regardless of lien priority including such bonds, notes or other obligations now or hereafter outstanding.

The term *Maintenance and Operation Expenses* shall mean the expenses necessary to provide for the administration, efficient operation and adequate maintenance of the BCRUA's System, including the cost of purchasing water, paying necessary wages, salaries, and benefits, the acquisition of property and materials necessary to maintain the System in good condition and to operate it efficiently, together with such other costs and expenses as may now or hereafter be defined by law as proper maintenance and operation expenses of the System, including Operation and Maintenance Expenses (as defined in the Contract).

The term *Maturity* shall mean the date on which the principal of a Bond becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption or otherwise.

The term *Moody's* shall mean Moody's Investors Service, Inc., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency designated by the BCRUA.

The term *MSRB* shall mean the Municipal Securities Rulemaking Board.

The term *Outstanding* shall mean when used in this Resolution with respect to Bonds Similarly Secured means, as of the date of determination, all Bonds Similarly Secured of any series issued and delivered pursuant to this Resolution or the resolution authorizing such Bonds Similarly Secured, as the case may be, except:

- (1) those Bonds Similarly Secured canceled by the applicable Paying Agent/Registrar or delivered to the applicable Paying Agent/Registrar for cancellation;
- (2) those Bonds Similarly Secured for which payment has been duly provided by the BCRUA in accordance with the provisions of Section 32 of this Resolution (or similar provisions of a resolution authorizing other Bonds Similarly Secured) by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Defeasance Securities, or both, in the amount necessary to fully pay the principal of,

premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such Bonds Similarly Secured are to be redeemed, notice of redemption thereof shall have been duly given pursuant to this Resolution or irrevocably provided to be given to the satisfaction of the applicable Paying Agent/Registrar, or waived; and

(3) those Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds Similarly Secured have been registered and delivered in lieu thereof as provided in Section 5(f) of this Resolution (or similar provisions of a resolution authorizing other Bonds Similarly Secured).

The terms *Paying Agent/Registrar*, *Paying Agent* or *Registrar* shall mean the agent selected by the BCRUA Representative to perform such function in the Award Certificate or any successor agent under the Paying Agent/Registrar Agreement

The term *Preliminary Design Report* shall mean, collectively, the following described documents:

(i) *Treatment Plant PDR*, "Brushy Creek Regional Water Treatment Plant; Preliminary Design Report" prepared by Camp Dresser & McKee, Inc., dated July, 2008;

(ii) *Raw Water PDR*, ABrushy Creek Regional Water Supply Project B Phase 1 Raw Water Facilities B Floating Intake and Raw Water Pipeline; Preliminary Design Report@ prepared by Carter & Burgess, Inc., dated October 2007;

(iii) *Treated Transmission Main, Segment 1 PDR*, ABrushy Creek Regional Utility Authority 78 inch Water Transmission Main Preliminary Engineering Report" prepared by Lockwood, Andrews & Newman, Inc., dated May 24, 2007; and

(iv) *Treated Transmission Main, Segment 2C PDR*, APreliminary Engineering Report B Treated Water Transmission Line Segment 2C@ prepared by K. Friese & Associates, Inc., dated September 2007.

The term *Purchaser* shall mean the Texas Water Development Board.

The term *Rating Agencies* shall mean S&P, Moody's and/or Fitch according to which of such rating agencies then rates the Bonds Similarly Secured of the applicable series; and provided that if no such rating agency then rates any series of Bonds Similarly Secured of such series, the term "*Rating Agency*" shall refer to any national rating agency (if any) which provides such rating.

The term *Record Date* shall mean, with respect to the Bonds, the Business Day of each month as set forth in the Award Certificate.

The term *Registration Books* shall mean the books or records relating to the registration, payment and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5 of this Resolution.

The term *Registered Owner* shall mean the entity or person in whose names any of the Bonds are registered in the Registration Books.

The term *Resolution* shall mean this resolution adopted by the Board on October 23, 2024.

The term *Rule* shall mean SEC Rule 15c2-12, as amended from time to time.

The term *S&P* shall mean S&P Global Ratings, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *S&P* shall be deemed to refer to any other nationally recognized securities rating agency designated by the BCRUA.

The term *SEC* shall mean the United States Securities and Exchange Commission.

The term *Series 2017 Refunding Bonds* shall mean the “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2017.”

The term *Series 2017 Revenue Bonds* shall mean the “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2017.”

The term *Series 2018 Bonds* shall mean the “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2018.”

The term *Series 2021 Bonds* shall mean the “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2021.”

The term *Series 2022 Bonds* shall mean the “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2022.”

The term *Special Project Bonds* shall mean obligations which the BCRUA expressly reserves the right to issue in Section 15 of this Resolution.

The term *State* shall mean the State of Texas.

The term *Stated Maturity* shall mean, when used with respect to the Bonds, the scheduled maturity or mandatory sinking fund redemption date of a series of the Bonds.

EXHIBIT B

FORM OF AWARD CERTIFICATE

[See Tab 7 of Transcript]

EXHIBIT C

FORM OF BOND

- A. Form of Bond. All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the BCRUA Representative in the Award Certificate.

**REGISTERED
NO.** _____

**REGISTERED
AMOUNT**
\$ _____

**UNITED STATES OF AMERICA
STATE OF TEXAS
BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE BOND
(BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION
PROJECT), SERIES 2024**

ISSUANCE DATE: STATED MATURITY INTEREST RATE: CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ **DOLLARS**

The Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), a non-profit corporation of the State of Texas, with its principal office in Round Rock, Texas, for value received, hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the Issuance Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* of each year commencing _____*.

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the "Holder") upon presentation and surrender, at a corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the Security Register maintained by the Paying

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

Agent/Registrar at the close of business on the Record Date, which is the _____* day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. In addition, interest may be paid by such other method, acceptable to the Texas Water Development Board, or such other Registered Owner, requested by, and at the risk and expense, of the Registered Owner; provided, however, that if this Bond is owned by the Texas Water Development Board, interest will be paid by wire transfer or other method acceptable to the Texas Water Development Board, and there will be no charge.

This Bond is one of the series specified in its title dated as of _____, 2024, and issued in the aggregate principal amount of \$_____ (the "Bonds") pursuant to a resolution adopted by the governing body of the BCRUA (the "Resolution"), to pay (i) LEANDER'S SHARE OF THE COSTS OF DESIGNING, CONSTRUCTING, ACQUIRING, IMPROVING AND/OR EXPANDING THE BCRUA PROJECT INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF THE PHASE 1D WATER TREATMENT PLANT EXPANSION, THE PHASE 2 RAW WATER DELIVERY SYSTEM AND ELECTRICAL UTILITY IMPROVEMENTS FOR THE PHASE 2 RAW WATER PUMP AND (ii) THE COSTS OF ISSUANCE OF THE BONDS.

The Bonds stated to mature on and after _____* may be redeemed prior to their Stated Maturities, at the option of the BCRUA, on _____*, or on any date thereafter, in whole or in part, and, if in part, the BCRUA shall select and designate the maturity or maturities in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Resolution for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the BCRUA or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Bonds of this series are special obligations of the BCRUA payable from and equally and ratably secured solely by a lien on and pledge of the Bond Payments received by the BCRUA from the City of Leander, Texas pursuant to the provisions of the Contract. In the Resolution, the BCRUA reserves and retains the right to issue Additional Bonds, without limitation as to principal amount but subject to any terms, conditions, or restrictions set forth in the Resolution or as may be applicable thereto under law or otherwise. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the BCRUA or BCRUA Project, except with respect to the Bond Payments. The Bonds are not obligations of the State of Texas.

The Holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Reference is hereby made to the Resolution, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description and nature of the Special Payments pledged for the payment of the Bonds; the terms and conditions under which the BCRUA may issue Additional Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the BCRUA and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Resolution. Capitalized terms used herein have the same meanings assigned in the Resolution.

This Bond, subject to certain limitations contained in the Resolution, may be transferred on the Registration Books upon presentation and surrender at a corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The BCRUA and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the BCRUA nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest

payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the BCRUA. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding special obligation of the BCRUA have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a lien on and pledge of the Bond Payments and as otherwise provided in this Resolution. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of the BCRUA has caused this Bond to be duly executed with the manual or facsimile signature of the President of the Board and countersigned with the manual or facsimile signature of the Secretary of the Board and has caused the official seal of the BCRUA to be duly impressed, or placed in facsimile, on this Bond.

BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.

President, Board of Directors

ATTESTED:

Secretary, Board of Directors

(SEAL)

B. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §§ REGISTER NO. _____
PUBLIC ACCOUNTS
THE STATE OF TEXAS §§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

C. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

This Bond has been duly issued under the provisions of the within-mentioned Resolution; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____

as Paying Agent/Registrar

By: _____
Authorized Signature

D. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for registration
thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed: _____

E. The Initial Bond of each series shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

- i) immediately under the name of the Bond(s) the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below" and "CUSIP No." shall be deleted;
- ii) the first two paragraphs shall read as follows:

The Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), a non-profit corporation of the State of Texas, with its principal office located in Round Rock, Texas, for value received, hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the _____* day of _____* in each of the years and in principal installments and bearing interest at per annum rates in accordance with the following schedule:

Principal <u>Amount</u>	Maturity (_____)	Interest <u>Rate</u>
----------------------------	---------------------	-------------------------

(Information to be inserted from Award Certificate).

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the _____*, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____*, commencing _____* (the "Interest Payment Date").

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the Holder), upon its presentation and surrender, at a corporate trust office of _____, _____, _____ (the "Paying Agent/Registrar"). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

iii) the Initial Bond shall be numbered "I-1."

F. Insurance Legend. If an insurance policy is obtained by the Purchaser or the BCRUA for any Bonds, the definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the Insurer.

EXHIBIT D
PAYING AGENT/REGISTRAR AGREEMENT

[See Tab 14 of Transcript]

EXHIBIT E
ESCROW AGREEMENT

[See Tab 15 of Transcript]

PRIVATE PLACEMENT MEMORANDUM DATED OCTOBER 23, 2024

NEW ISSUE BOOK-ENTRY-ONLY

On the date of initial delivery of the Obligations (defined below), Issuer Bond Counsel (identified on page i) will render its opinion substantially in the form attached in “APPENDIX C – FORM OF OPINION OF BOND COUNSEL.”

\$39,090,000

**BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS (BRUSHY CREEK REGIONAL
WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024
(THE “OBLIGATIONS”)**

Dated: November 15, 2024

Due: August 1

Interest accrues from the Delivery Date shown below

Interest Date:	Interest on the Obligations will be payable on February 1 and August 1 each year, commencing February 1, 2025 (each an “Interest Payment Date”). The Obligations will bear interest at the rates per annum set forth in “APPENDIX A – MATURITY SCHEDULE.”
Record Date:	The close of business on the fifteenth (15th) day of the calendar month next preceding each Interest Payment Date.
Date Interest Accrues:	Each Obligation shall bear interest from the Delivery Date thereof or the most recent Interest Payment Date to which interest has been paid or provided for at the rate set forth in “APPENDIX A – Maturity Schedule,” such interest payable semiannually on February 1 and August 1 of each year until the earliest of maturity or prior redemption, commencing on February 1, 2025.
Redemption:	On February 1, 2035, or on any date thereafter, the Obligations maturing on and after August 1, 2035 may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Obligations, or portions thereof within such maturity to be redeemed (provided that a portion of an Obligation may be redeemed only in integral multiples of \$5,000 of principal amount). See “THE OBLIGATIONS – Redemption Provisions” herein.
Authorized Denominations:	The Obligations are being issued as fully registered bonds in denominations of \$5,000 , or any integral multiple thereof.
Paying Agent/Registrar/Registrar:	The paying agent (“Paying Agent/Registrar/Registrar”) for the Obligations is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.
Book-Entry-Only System	Upon initial issuance, the ownership of the Obligations will be registered in the registration books of the Issuer kept by the Paying Agent/Registrar, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”) to which principal, redemption premium, if any, and interest payments on the Obligations will be made. The purchasers of the Obligations will not receive physical delivery of bond certificates. Principal of, interest, and premium if any, on the Obligations will be payable at the designated office of the Paying Agent/Registrar in Dallas, Texas as the same become due and payable.
Issuer:	Brushy Creek Regional Utility Authority, Inc.
Official Action:	Resolution, dated October 23, 2024.
Purpose:	See “APPENDIX B – OFFICIAL ACTION.”
Security for the Obligations:	See APPENDIX B – OFFICIAL ACTION.”
Ratings:	See “OTHER INFORMATION – Ratings”
Delivery Date:	November 15, 2024.

**See “APPENDIX A – MATURITY SCHEDULE” for Principal Amounts, Maturities,
Interest Rates, Yields, and Initial CUSIP Numbers**

AUTHORITY OFFICIALS, STAFF AND CONSULTANTS

Policy making and supervisory functions of the Issuer are the responsibility of and are vested in a six-member Board of Directors (“Board”). The Board members serve two-year staggered terms and are two members appointed by each member city, including the City of Leander, Texas, the City of Leander, Texas and the City of Leander, Texas. The Issuer’s Articles of Incorporation delegates administrative responsibilities of the Issuer to the General Manager. Various support services are provided by independent consultants and advisors.

<u>Board of Directors</u>	<u>Position</u>
Na’Cole Thompson	President
Anne Duffy	Vice President
Rene Flores	Secretary
Jason Anderson	Citizen Director
Hilda Montgomery	Citizen Director
Mel Kirkland	Citizen Director

SELECTED ADMINISTRATIVE STAFF

<u>Name</u>	<u>Position</u>
Sam Roberts, P.E.	General Manager

CONSULTANTS AND ADVISORS

Auditors	Weaver and Tidwell, L.L.P. Austin, Texas
Bond Counsel	McCall, Parkhurst & Horton L.L.P. Austin, Texas
Financial Advisor.....	Specialized Public Finance Inc. Austin, Texas

TABLE OF CONTENTS

	Page
INTRODUCTION	1
THE OBLIGATIONS.....	1
General Description	1
Purpose	1
Authority for Issuance	1
Security for the Obligations	1
Redemption Provisions	1
Book-Entry-Only System.....	1
TAX MATTERS	2
Opinion	2
OTHER INFORMATION	2
Settlement of Purchase of Obligations.....	2
Forward Looking Statements	3
Ratings	3
LITIGATION	3
General.....	3
The Issuer.....	3
CONTINUING DISCLOSURE OF INFORMATION.....	3
Compliance with Prior Undertakings.....	3
MISCELLANEOUS	3
ADDITIONAL INFORMATION	4
APPENDIX A MATURITY SCHEDULE	
APPENDIX B FORM OF OFFICIAL ACTION	
APPENDIX C FORM OF OPINION OF BOND COUNSEL	

PRIVATE PLACEMENT MEMORANDUM
relating to

\$39,090,000

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS (BRUSHY CREEK
REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024
(the “Obligations”)

INTRODUCTION

This Private Placement Memorandum, including the cover page and appendices, contains brief descriptions of the Issuer, provides certain information with respect to the issuance by the Issuer, and summaries of certain provisions of the “Obligations” pursuant to the Official Action. Except as otherwise set forth herein, capitalized terms used but not defined in this Private Placement Memorandum have the meanings assigned to them in the Official Action. See “APPENDIX B – FORM OF OFFICIAL ACTION” attached hereto.

APPENDIX A contains the maturity schedule for the Obligations. APPENDIX B contains the Official Action and a description of the purpose for the proceeds of the Obligations. APPENDIX C contains a copy of the proposed opinion of Bond Counsel with respect to the Obligations. The summaries of the documents contained in the forepart of this Private Placement Memorandum are not complete or definitive, and every statement made in this Private Placement Memorandum concerning any provision of any document is qualified by reference to such document in its entirety.

THE OBLIGATIONS

General Description

The Obligations are being issued in the aggregate principal amount set forth in APPENDIX A of this Private Placement Memorandum and will mature and be subject to redemption prior to maturity as described therein. The Obligations are being issued as fully registered bonds in denominations of **\$5,000**, or any integral multiple thereof. The Obligations will be dated November 15, 2024 and will mature on the dates, and will bear interest at the rates per annum set forth in “APPENDIX A – MATURITY SCHEDULE.”

Interest on the Obligations is payable semiannually on each Interest Payment Date, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal of and the redemption price with respect to the Obligations will be payable to the Owners upon presentation and surrender at the designated office of the Paying Agent/Registrar.

Purpose

See “APPENDIX B – FORM OF OFFICIAL ACTION.”

Authority for Issuance

The Obligations are issued pursuant to the Constitution and the general laws of the State of Texas, including Subchapter D of Chapter 431, Texas Transportation Code, as amended (the “Act”); and the Official Action.

Security for the Obligations

See “APPENDIX B – FORM OF OFFICIAL ACTION.”

Redemption Provisions

On February 1, 2035, or on any date thereafter, the Obligations maturing on and after August 1, 2035 may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and if less than all of

a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Obligations, or portions thereof within such maturity to be redeemed (provided that a portion of an Obligation may be redeemed only in integral multiples of \$5,000 of principal amount).

Book-Entry-Only System

The information in this caption concerning The Depository Trust Company, New York, New York (“DTC”) and DTC’s book entry system has been obtained from DTC and the Issuer makes no representation or warranty nor takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Obligations and deposited with DTC. See “APPENDIX B – FORM OF OFFICIAL ACTION.”

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument (from over 100 countries) that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearance Corporation, and Fixed Income Clearance Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: “AA+.” The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

TAX MATTERS

Opinion

Bond Counsel will deliver its opinion on the date of delivery of the Obligations substantially in the form as attached in “APPENDIX C – FORM OF OPINION OF BOND COUNSEL.”

OTHER INFORMATION

Settlement of Purchase of Obligations

The Issuer intends for the delivery of the Obligations to be facilitated through the book-entry-only system of DTC. See “THE OBLIGATIONS – Book-Entry-Only System.” In connection with the delivery of the Obligations, a settlement agent may be used to effect the delivery of the Obligations. If such a settlement agent is used, such settlement agent (i) is being used solely to facilitate book-entry delivery of the Obligations, (ii) will be acting solely as a “Clearing DTC Participant” and not as an “underwriter” (each as defined in Section 2(a)(11) of the U.S. Securities Act of 1933, as amended, (iii) is not acting as a fiduciary or municipal advisor to Issuer with regard to the Obligations and, accordingly, has no fiduciary duty to the Issuer under Federal or state securities laws, and therefore is not required by federal or state law to act in the best interests of the Issuer, (iv) in providing information to the Issuer, is not providing “advice” with the meaning of Section 15B of the Securities Exchange Act of 1934, as amended, and that the information provided has not been relied on by the Issuer in the issuance of the Obligations and (v) has not provided any legal, accounting, regulatory or tax advice to the Issuer.

Forward Looking Statements

The statements contained in this Private Placement Memorandum, including the cover page, appendices, and any other information or documents provided by the Issuer, that are not purely historical, are forward-looking statements, including statements regarding the Issuer's expectations, hopes, intentions, or strategies regarding the future. Holders and beneficial owners of the Obligations have placed reliance on forward-looking statements. All forward looking statements included in this Private Placement Memorandum are based on information available to the Issuer on the date hereof. It is important to note that the Issuer's actual results could differ materially from those in such forward-looking statements.

Ratings

No application has been made to any ratings agency or municipal bond insurance company for qualification of the Obligations for ratings or municipal bond insurance, respectively.

LITIGATION

General

On the date of delivery of the Obligations to the initial purchasers thereof, the Issuer will execute and deliver a certificate to the effect that, except as disclosed herein, no litigation of any nature has been filed or is pending, as of that date, to restrain or enjoin the issuance or delivery of the Obligations or which would affect the provisions made for their payment or security or in any manner questioning the validity of the Obligations.

The Issuer

There is no litigation, proceeding, inquiry, or investigation pending by or before any court or other governmental authority or entity (or, to the best knowledge of the Issuer, threatened) that adversely affects the power, authority or obligation of the Issuer to deliver the Obligations, the security for, or the validity of, the Obligations or the financial condition of the Issuer.

CONTINUING DISCLOSURE OF INFORMATION

In the Official Action, the Issuer has made the following agreement for the benefit of the holders and beneficial owners of the Obligations. The Issuer is required to observe the agreement for so long as it remains obligated to advance funds to pay the Obligations. Under the agreement, the Issuer will be obligated to provide certain updated financial information and operating data, and timely notice of specified material events, to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access System. See "APPENDIX B – FORM OF OFFICIAL ACTION."

Compliance with Prior Undertakings

During the last five years, the Issuer has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

MISCELLANEOUS

Any statements made in this Private Placement Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Private Placement Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Obligations.

The information contained above is neither guaranteed as to accuracy or completeness nor to be construed as a representation by the Issuer. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Private Placement Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the Issuer or the Issuer from the date hereof.

The Private Placement Memorandum is submitted in connection with the sale of the securities referred to herein to the Texas Water Development Board on the Delivery Date and may not be reproduced or used, as a whole or in part, for any other purpose.

ADDITIONAL INFORMATION

The Private Placement Memorandum speaks only as of its date and the information contained herein is subject to change. Descriptions of the Obligations and the Official Action and any other agreements and documents contained herein constitute summaries of certain provisions thereof and do not purport to be complete.

APPENDIX A

MATURITY SCHEDULE

August 1 Maturity	Principal Amount	Rate	Initial Yield	CUSIP Numbers
2025	\$ 1,415,000			
2026	1,065,000			
2027	1,100,000			
2028	1,130,000			
2029	1,165,000			
2030	1,200,000			
2031	1,235,000			
2032	1,270,000			
2033	1,310,000			
2034	1,350,000			
2035	1,390,000			
2036	1,435,000			
2037	1,480,000			
2038	1,530,000			
2039	1,585,000			
2040	1,640,000			
2041	1,695,000			
2042	1,760,000			
2043	1,825,000			
2044	1,890,000			
2045	1,965,000			
2046	2,040,000			
2047	2,120,000			
2048	2,205,000			
2049	2,290,000			

APPENDIX B
FORM OF OFFICIAL ACTION

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

November 15, 2024

\$39,090,000

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS
(BRUSHY CREEK REGIONAL WATER TREATMENT AND
DISTRIBUTION PROJECT), SERIES 2024

WE HAVE ACTED AS BOND COUNSEL in connection with the issuance by the Brushy Creek Regional Utility Authority, Inc. (the "Authority") of its \$39,090,000 aggregate original principal amount of Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024, dated November 15, 2024 (the "Bonds"). Any capitalized terms not otherwise defined herein have the meaning given in the Bond Resolution (as defined below).

IN OUR CAPACITY AS BOND COUNSEL, we have examined the Bonds for the sole purpose of rendering an opinion with respect to the legality and validity of the Bond Resolution and the Bonds under the Constitution and laws of the State of Texas, and with respect to the excludability of the interest on the Bonds from gross income for federal income tax purposes. We have not been requested to investigate or verify, and have not investigated or verified, any records, data or other material relating to the financial condition or capabilities of the Authority.

WE HAVE EXAMINED the applicable and pertinent provisions of the Constitution and laws of the State of Texas. We have also examined applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), court decisions, Treasury Regulations, and published rulings of the Internal Revenue Service as we have deemed relevant, a transcript of certified proceedings of the Authority and other pertinent instruments authorizing and relating to the issuance of the Bonds, including (1) the resolution adopted by the Board of Directors of the Authority on October 23, 2024 and the Award Certificate executed by the BCRUA Representative on October __, 2024 (collectively, the "Bond Resolution") authorizing the issuance of the Bonds, (2) the registered Initial Bond numbered I-1, and (3) the Arbitrage and Tax Certificate of the Authority.

BASED ON OUR EXAMINATION, we are of the opinion that:

1. The Bonds are valid and legally binding obligations of the Authority enforceable in accordance with their terms, except as their enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and as may be affected by matters involving the exercise of equitable or judicial discretion.
2. The Bonds are secured by and payable from the Bond Payments received by the Authority from the City pursuant to the provisions of the Contract, as provided in the Bond Resolution.

3. Interest on the Bonds is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code and will not constitute a specific item of tax preference under Section 57 of the Code for purposes of calculating the alternative minimum tax.
4. The Bonds are not “private activity bonds” as defined by Section 141 of the Code.

In rendering this opinion, we have assumed continuing compliance by the Authority with the covenants contained in the Bond Resolution and the Arbitrage and Tax Certificate, that it will comply with the applicable requirements of the Code, including requirements relating to, *inter alia*, the use and investment of proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the Authority to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue. We have not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date hereof that may affect the tax-exempt status of the interest on the Bonds.

The opinions set forth above are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. We observe that the Authority has covenanted in the Bond Resolution not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

Respectfully,

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between Brushy Creek Regional Utility Authority, a political subdivision of the State of Texas in Travis and Williamson Counties, Texas, Authority), acting by and through its Authorized Representative (as defined herein) and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to Resolution finally adopted on October 23, 2024 (Resolution), the Brushy Creek Regional Utility Authority authorized the issuance of \$39,090,000 Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024, dated November 15, 2024 (Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding a water supply improvements (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the Authority to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number(s) LM231430 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the Authority and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Authority, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled Brushy Creek Regional Utility Authority, City of Leander Contract Revenue Bonds, Texas Water Development Board LM221430 Escrow Account” and shall not be subject to warrants, drafts or checks drawn by the Authority but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Resolution and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the Authority and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the Authority’s responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Resolution. The Authority shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Resolution, that being the sole obligation of the Authority.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the Authority and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation

imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the Authority and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the Authority and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the Authority or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The Authority is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the Authority and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the Authority must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the Authority has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Authority. Whether appointed by the Authority or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for

the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the Authority.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

The Bank of New York Mellon Trust
Company
2001 Bryan Street, 10th Floor
Dallas, Texas 75201
Ph: (214) 468-5036
Attn: Corporate Trust

Sam Roberts
General Manager
BCRUA
221 E. Main Street
Round Rock, Texas 78664
Ph: 512-799-4526
sroberts@bcrua.org

Bryan McMath
Interim Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the Authority and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the Authority and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the Authority but may not be paid directly from the Escrow Account(s).

SECTION 19: NO BOYCOTT OF ISRAEL. The Escrow Agent is a Company as defined in Section 808.001(2) of the Texas Government Code, which means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit. The Escrow Agent, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that the Escrow Agent does not boycott Israel and will not boycott Israel

through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 20: NO TERRORIST ORGANIZATION. The Escrow Agent is a Company as defined in Section 2270.0001(2) of the Texas Government Code, which means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The Escrow Agent, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that it is not identified on the lists prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 2252.153 or 2270.0201, Texas Government Code, as amended.

SECTION 21: NO DISCRIMINATION AGAINST FOSSIL-FUEL COMPANIES. The Escrow Agent hereby verifies that it, and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the Escrow Agent, if any, does not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2276.002, Texas Government Code. As used in the foregoing verification, “boycott energy company” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company either (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (ii) does business with such a company, but “boycott energy company” does not include any such refusal, termination, or action made or taken for ordinary business purposes. The Escrow Agent understands the definition of “boycott energy company” to exclude a refusal, termination, or action (a) done for an ordinary business purpose (including, without limitation, managing credit, regulatory, litigation, compliance, and/or operational risks), (b) done without regard to whether a prospective customer meets or exceeds federal or state environmental standards, or (c) both (i) not intended to penalize or inflict harm on a company because of its use of fossil fuel-based energy and (ii) not limiting commercial relations with any company in fact (due to the absence of demand for particular transactions, for example because they are effectively precluded by government regulation or by economic realities). As used in this Section 5.11, the Escrow Agent understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

SECTION 22: NO DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS. The Escrow Agent hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the Escrow Agent, if any, do not discriminate against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to

comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, (a) “discriminate against a firearm entity or firearm trade association” means to refuse to engage in the trade of any goods or services, or to refrain from continuing or terminate an existing business relationship, with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, but does not include any such action taken (i) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (ii) for a traditional business reason that is specific to the customer or potential customer and not based solely on the customer’s or potential customer’s status as a firearm entity or firearm trade association, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Escrow Agent understands the definition of “discriminate against a firearm entity or firearm trade association” to include a policy not to do business with any manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories, or ammunition or any firearm trade association because of its standing as such an entity, but not to include a customer qualification policy that takes into account customer-specific facts that are not common to all such manufacturers, distributors, wholesalers, suppliers, or retailers or all firearm trade associations (e.g., types of firearms manufactured and/or to whom they are sold) and is based on traditional business reasons (including, without limitation, managing credit, regulatory, litigation, compliance, and/or operational risks). As used in this Section 5.12, the Escrow Agent understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

SECTION 23: SURVIVAL OF REPRESENTATIONS. As used in the foregoing verifications, the Escrow Agent understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding sections shall survive termination of the Agreement until the statute of limitations has run.

SECTION 24: AUTHORIZED REPRESENTATIVE. The term “Authorized Representative” as used herein means the General Manager of the Authority or, in his or her absence, the President of the Board of the Authority or such other person authorized by the Board in the Resolution or other duly approved instrument to act as a BCRUA Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Authorized Representative

Date: _____

Address: 221 East Main Street
Round Rock, Texas 78664

(Seal)

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Escrow Agent

By: _____

Title: _____

Date: _____

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

EXHIBIT A

Fee Schedule

GENERAL CERTIFICATE OF THE AUTHORITY

THE STATE OF TEXAS

§

§

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. §

WE, the undersigned President and Secretary, respectively, of the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. (the “BCRUA”), DO HEREBY CERTIFY as follows:

1. This certificate is executed for and on behalf of the BCRUA, for the benefit of the Attorney General of the State of Texas and for the benefit of the Purchaser in connection with the issuance of the Bonds. The capitalized terms used herein shall have the meanings whenever they are used given in Exhibit “A” attached hereto.

2. The BCRUA is a local government corporation duly created by the Cities of Cedar Park, Texas, Leander, Texas and Round Rock, Texas (collectively, the “Cities”) pursuant to Subchapter D of the Texas Transportation Code, as amended.

3. The Board of Directors of the BCRUA has authorized the issuance of a series of bonds entitled “Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024” in the aggregate principal amount of \$39,090,000 (the “Bonds”), authorized by a resolution passed and adopted on October 23, 2024 (the “Bond Resolution”).

4. Upon the issuance of the proposed Bonds, the rents, revenues and income to be derived from the facilities to be constructed or financed by the BCRUA with the proceeds of the Bonds will not in any manner be pledged or encumbered to the payment of any debt or obligation of the BCRUA other than the Bonds Similarly Secured.

5. Upon issuance of the proposed Bonds, the Contract, attached hereto as Exhibit “B”, is a true and correct copy of such Contract as currently in effect between the parties. The Contract has been duly authorized and is in compliance with any applicable statutory requirements. The Contract, as submitted to the Attorney General of Texas, is still in full force and effect and has not been amended since the Seventh Amendment, executed as of March 27, 2024, or rescinded.

6. Save and except for the pledge of the portion of the proceeds of the aforesaid Contract defined as “Bond Payments” in the Bond Resolution, to the payment of the principal and interest to become due with respect to the Bonds Similarly Secured, none of the revenue or income to the BCRUA from the aforesaid Contract has been encumbered or pledged to the payment of any other debt or obligation whatsoever.

7. The duly qualified and acting members of the Board of Directors and officers of BCRUA are as follows:

Na’cole Thompson	President
Anne Duffy	Vice President
Rene Flores	Secretary
Jason Anderson	Citizen Director
Hilda Montgomery	Citizen Director
Mel Kirkland	Citizen Director

8. Sam Roberts is the duly appointed and qualified General Manager of the BCRUA.

9. The BCRUA is not in default as to any covenant, condition or obligation contained in the Bond Resolution or the Contract (including any amendment or supplement thereto).

10. Additional transcript requirements pursuant to the provisions of Section 1202.008, as amended, Texas Government Code, are attached hereto as Exhibit "C".

11. All officers and directors taking or who have taken any action in connection with the authorization, sale, execution and delivery of the Bonds are or were duly qualified and acting incumbent officers and directors of the BCRUA, and all incumbent officers and directors executing any documents in connection therewith were duly authorized to execute such documents.

12. All of the meetings held by the Board of Directors pursuant to which any proceedings were passed, adopted and approved in connection with the Bonds were meetings open to the public for which public notice had been given, all as required by law and particularly Chapter 551, Texas Government Code, as amended.

13. Appearing below are the true and correct signatures of the persons holding the offices of President and Secretary. By their signatures hereon, the President certifies that the signature of the Secretary appearing hereon is his or her genuine signature and the Secretary certifies that the signature of the President appearing hereon is his or her genuine signature. The true and correct signature of the General Manager is attached and set forth in Exhibit "D".

14. The Bylaws of BCRUA as of the date hereof are attached hereto as Exhibit "E".

15. The Articles of Incorporation of BCRUA as of the date hereof are attached as Exhibit "F".

16. The Corporate Existence Certificate of the Issuer issued by the Office of the Secretary of State and the Certificate of Good Standing of the Issuer issued by the Office of the Texas Comptroller of Public Accounts are attached hereto as Exhibit "G".

17. The Bonds are in amounts sufficient to finance Leander's share of the BCRUA Regional Water Treatment and Distribution Project (as defined in the Contract) and to pay the costs of issuing the Bonds.

18. That with respect to any contracts contained within this transcript of proceedings in connection with the authorization and issuance of the Bonds:

a. all disclosure filings and acknowledgements required by Section 2252.908 of the Texas Government Code, and the rules of the Texas Ethics Commission related to said provision, have been or will be made;

b. pursuant to Section 2271.002, Texas Government Code, BCRUA has not entered and is not entering into a governmental contract with a Company (as

defined in Section 808.001(2) of the Texas Government Code, which means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit) that boycotts Israel;

c. pursuant to Section 2252.151, Texas Government Code, BCRUA has not entered and will not enter into a governmental contract with a Company (as defined in Section 2270.0001(2) of the Texas Government Code, which means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit) that is identified on the lists prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2252.153 and 2270.0201, Texas Government Code, as amended;

d. pursuant to Section 2274.002, Texas Government Code, the BCRUA has not entered and is not entering into a governmental contract with a Company (as defined in Section 808.001(2) of the Texas Government Code, which means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit) that discriminates against Firearm Entities or Firearm Trade Associations. The terms “discriminate,” “Firearm Entity,” and “Firearm Trade Association,” here have the meaning as given to them in Chapter 2274 of the Texas Government Code; and

e. pursuant to Section 2276.002, Texas Government Code, the BCRUA has not entered and is not entering into a governmental contract with a Company (as defined in Section 808.001(2) of the Texas Government Code, which means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit) that boycotts any energy company. The term “boycott energy company,” here has the meaning given to it in Chapter 2276 of the Texas Government Code.

f. For any contract having a value of \$100,000 or more to which the BCRUA will be a party relating to the issuance of the Bonds, the party contracting with BCRUA will have a standing letter on file with Attorney General regarding the preceding certifications 18(b) through (e) and such contracts shall state that the representations and obligations pertaining to such shall survive the termination of the respective contract.

19. We have caused the official seal of the BCRUA to be impressed, or printed, or copied on the Bonds and such seal on the Bonds has been duly adopted as, and is hereby declared to be, the official seal of the BCRUA.

20. BCRUA is in compliance with all applicable requirements contained in the rules, regulations and policies of the Texas Water Development Board and all of the TWDB conditions set forth in Texas Water Development Board Resolution Nos. 21-082 and 23-053 have been met or will be met prior to closing.

21. BCRUA has submitted executed engineering, financial advisor, and bond counsel contracts appropriate for the project scope of work, in form and substance that are satisfactory to the Texas Water Development Board Executive Administrator, including reasonable fees to be reimbursed for the services performed.

22. BCRUA has submitted executed contracts with the contracting parties regarding the contract revenues pledged to the payment of the Bonds, in form and substance acceptable to the Executive Administrator. Such contracts include provisions consistent with Texas Water Development Board Resolution No. 21-082 regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet BCRUA's debt service obligations and additional parity obligations.

23. The Contract has been duly authorized and is in compliance with any applicable statutory requirements. The Contract, as submitted to the Attorney General of Texas, is still in full force and effect and has not otherwise been amended or has not been rescinded. No litigation is pending or to the best of our knowledge threatened concerning the title or authority of the officers or concerning the Contract. The Bond Resolution (as defined in the Contract) and the Sale and Offering Documents (as defined in the Contract) comply with the Contract. The BCRUA has approved the Bond Resolution authorizing the issuance of the Bonds and acknowledges that the payment of principal of and interest on such Bonds is payable from the Bond Payments to be made by the Cities under and pursuant to the Contract.

24. No litigation is pending, or to the best knowledge of the BCRUA, threatened against the BCRUA seeking to restrain or enjoin the issuance of the Bonds, questioning issuance or sale of the Bonds or the authority or action of the BCRUA relating to the issuance or sale of the Bonds or collection of revenues or the pledge of revenues to the principal of and interest on the Bonds, or otherwise pertaining to, affecting or contesting: (a) the Bond Resolution; (b) the issuance, delivery, payment, security or validity of the Bonds; (c) the authority of the governing body and the officers of the BCRUA to execute and deliver the Contract or the Bond Resolution; (d) the validity of the corporate existence of the BCRUA; or (e) the right to hold office of any member of the Board of Directors of BCRUA.

25. This Certificate is submitted pursuant to Title 1, Chapter 53, Texas Administrative Code. Upon the approval of the Bonds by the Attorney General of the State of Texas, he is authorized to date this Certificate as of the date of such approval. If any litigation should develop, or if any other event should occur which should make this Certificate inaccurate before the Attorney General's approval of the Bonds, we will notify the Attorney General at once by both telephone and facsimile transmission. With this assurance, the Attorney General is entitled to rely on the accuracy of this Certificate at the time of approval of the Bonds unless we advise him otherwise.

[The remainder of this page intentionally left blank.]

**WITNESS OUR HANDS OF THE BRUSHY CREEK REGIONAL UTILITY
AUTHORITY, INC. this _____.**

Secretary, Board of Directors
Brushy Creek Regional Utility Authority, Inc.

President, Board of Directors
Brushy Creek Regional Utility
Authority, Inc.

(SEAL)

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

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

Notary Public

(Notary Seal)

EXHIBIT "A"

Bond Resolution	A Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the Issuance of “Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024”; Establishing the Procedures for Selling and Delivering the Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds.
Bonds	Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024.
Bonds Similarly Secured	As defined in the Bond Resolution.
Contract	Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment And Distribution Project among Brushy Creek Regional Utility Authority, Inc., City of Cedar Park, City of Leander and City of Round Rock dated September 2, 2008 as amended by the First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project, dated as of January 22, 2009, as amended by the Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project, dated as of October 20, 2010, as amended by the Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project, dated as of February 22, 2012, as amended by the Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project, dated as of April 25, 2018, as amended by the Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the

BCRUA Regional Water Treatment and Distribution Project, dated as of April 22, 2021, as amended by the Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project dated as of December 15, 2021, and as amended by the Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project dated as of March 27, 2024.

Leander

City of Leander, Texas

Purchaser

Texas Water Development Board

EXHIBIT “B”
MASTER CONTRACT

EXHIBIT “C”

**Bond Review Board Information,
Pursuant to Section 1202.008 of the Government Code**

[See Tab 11 of this Transcript]

EXHIBIT “D”

Signature of General Manager

Sam Roberts,
General Manager

EXHIBIT “E”
BYLAWS

EXHIBIT “F”
ARTICLES OF INCORPORATION

EXHIBIT “G”

CORPORATE EXISTENCE AND GOOD STANDING CERTIFICATES

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of October 23, 2024 (this “Agreement”), by and between the Brushy Creek Regional Utility Authority, Inc. (the “Issuer”), a non-profit corporation created by and acting on behalf of the cities of Cedar Park, Texas; Leander, Texas; and Round Rock, Texas, and The Bank of New York Mellon Trust Company, N.A., a banking corporation duly organized and existing under the laws of the United States of America (the “Bank”).

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its \$39,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024 (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about November 15, 2024; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the “Resolution” (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of the Securities and with respect to the transfer and exchange thereof as provided herein and in the “Resolution.”

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for political subdivisions, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

**ARTICLE TWO
DEFINITIONS**

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated office for payment of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" is Specialized Public Finance, Inc.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by an authorized representative, delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Resolution.

“Record Date” means for the interest payable on the Securities on any interest payment date the close of business on the fifteenth calendar day of the month preceding such interest payment date.

“Resolution” means the Resolutions of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary of the Board or any other officer of the Issuer and delivered to the Bank.

“Responsible Officer” when used with respect to the Bank means any managing director, vice president, senior associate, associate, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Resolution on which the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer no later than 10:00 a.m. Central Time on the applicable payment date, pay on behalf of the Issuer the principal of each Security at its Stated

Maturity or Redemption Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer no later than 10:00 a.m. Central Time on the applicable payment date, the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first-class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Resolution.

Section 3.03 Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, or the Treasury Regulations, the Bank shall report to or cause to be reported to the Holders and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Securities which is required to be reported by the Holders on their returns of federal income tax.

ARTICLE FOUR REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register"), and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank also agrees to keep a copy of the Security Register within the State of Texas. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

The Issuer shall provide an adequate inventory of printed Securities certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities certificates in safekeeping, which shall be not less than the level of care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that it maintains for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order or other notice of a legal proceeding and prior to the release or disclosure of any of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the same or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Resolution, to deliver and issue Securities certificates in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities certificates it has paid pursuant to Section 3.01, Securities certificates it has delivered upon the transfer or exchange of any Securities certificates pursuant to Section 4.01, and Securities certificates it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates pursuant to Section 4.06.

**ARTICLE FIVE
THE BANK**

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Issuer, the Issuer's Financial Advisor or other agent as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proven that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities certificates containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with legal counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon, provided that any such written advice or opinion is supplied to the Issuer by the Bank.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a segregated account to be held by the Bank solely for the benefit of the owners of the Securities to be used solely for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for such accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on the Bank's part, arising out of or in connection with the Bank's acceptance or administration of its duties hereunder, including the cost and expense incurred by the Bank in defending against any claim or from liability imposed on the Bank in connection with the Bank's exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the Travis County, Texas, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in Travis County, Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements,” effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09. No Boycott of Israel. The Bank is a Company as defined in Section 808.001(2) of the Texas Government Code, which means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit. The Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that the Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 5.10. No Terrorist Organization. The Bank is a Company as defined in Section 2270.0001(2) of the Texas Government Code, which means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that it is not identified on the lists prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 2252.153 or 2270.0201, Texas Government Code, as amended.

Section 5.11. No Discrimination Against Fossil-Fuel Companies. The Bank hereby verifies that it, and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the Bank, if any, does not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2276.002, Texas Government Code. As used in the foregoing verification, “boycott energy company” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company either (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (ii) does business with such a company, but “boycott energy company” does not include any such refusal, termination, or action made or taken for ordinary business purposes. The Bank understands the definition of

“boycott energy company” to exclude a refusal, termination, or action (a) done for an ordinary business purpose (including, without limitation, managing credit, regulatory, litigation, compliance, and/or operational risks), (b) done without regard to whether a prospective customer meets or exceeds federal or state environmental standards, or (c) both (i) not intended to penalize or inflict harm on a company because of its use of fossil fuel-based energy and (ii) not limiting commercial relations with any company in fact (due to the absence of demand for particular transactions, for example because they are effectively precluded by government regulation or by economic realities). As used in this Section 5.11, the Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

Section 5.12. No Discrimination Against Firearm Entities and Firearm Trade Associations. The Bank hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the Bank, if any, do not discriminate against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, (a) “discriminate against a firearm entity or firearm trade association” means to refuse to engage in the trade of any goods or services, or to refrain from continuing or terminate an existing business relationship, with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, but does not include any such action taken (i) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (ii) for a traditional business reason that is specific to the customer or potential customer and not based solely on the customer’s or potential customer’s status as a firearm entity or firearm trade association, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Bank understands the definition of “discriminate against a firearm entity or firearm trade association” to include a policy not to do business with any manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories, or ammunition or any firearm trade association because of its standing as such an entity, but not to include a customer qualification policy that takes into account customer-specific facts that are not common to all such manufacturers, distributors, wholesalers, suppliers, or retailers or all firearm trade associations (e.g., types of firearms manufactured and/or to whom they are sold) and is based on traditional business reasons (including, without limitation, managing credit, regulatory, litigation, compliance, and/or operational risks). As used in this Section 5.12, the Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under

common control with the Bank within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

Section 5.13. Survival of Representations. As used in the foregoing verifications, the Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding sections shall survive termination of the Agreement until the statute of limitations has run.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their respective successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Resolution, the Resolution shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate on the date of final payment by the Bank of the principal of and interest on the Securities to the Holders thereof.

This Agreement may be earlier terminated upon 30 days written notice by either party; provided, however, that this Agreement may not be terminated (i) by the Bank until a successor Paying Agent/Registrar that is a national or state banking institution and a corporation or association organized and existing under the laws of the United States of America or of any state which possesses trust powers and is subject to supervision or examination by a federal or state regulatory agency has been appointed by the Issuer and has accepted such appointment, or (ii) at any time during which such termination might, in the judgment of the Issuer, disrupt, delay, or otherwise adversely affect the payment of the principal, premium, if any, or interest on the Securities. Prior to terminating this Agreement, the Issuer may reasonably require the Bank to show that such termination will not occur during a period described in (ii) above.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within 30 days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer. The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of the Agreement.

Section 6.11. Governing Law.

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

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**

By: _____
Title: _____

Mailing Address: The Bank of New York Mellon
Trust Company, N.A.
2001 Bryan Street, 10th Floor
Dallas, Texas 75201

**BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.**

By: _____
Title: BCRUA Representative

Address: 221 East Main Street
Round Rock, Texas 78664

SCHEDULE A

Paying Agent/Registrar Fee Schedule

AWARD CERTIFICATE OF THE BCRUA REPRESENTATIVE

COUNTIES OF WILLIAMSON AND TRAVIS
STATE OF TEXAS

§
§

The undersigned, Sam Roberts, General Manager, acting as the BCRUA Representative of the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. (the “BCRUA”), in connection with “A Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the Issuance of “Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024”; Establishing the Procedures for Selling and Delivering the Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds” (the “Bond Resolution”) adopted by the BCRUA on October 23, 2024, do hereby certify the following:

1. Capitalized terms not otherwise defined herein have the meaning assigned in the Bond Resolution.
2. This certificate is executed for and on behalf of the BCRUA and for the benefit of the Attorney General of the State of Texas and the Texas Water Development Board (the “Purchaser”) as the purchaser of the bonds entitled "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024,” in the aggregate principal amount of \$39,090,000 (the “Series 2024 Bonds”) authorized by the Bond Resolution.
3. This certificate is the Award Certificate of the BCRUA Representative as required by Section 3 of the Bond Resolution. The City Council of the City of Leander, Texas has approved the Bond Resolution in accordance with Section 3(b) of the Bond Resolution.
4. The Series 2024 Bonds are hereby sold to the Purchaser at a purchase price of \$39,090,000. Pursuant to Section 3(c) of the Bond Resolution, the Series 2024 Bonds are being sold on a private placement basis pursuant to a loan commitment received from the Purchaser to assure that the Series 2024 Bonds are sold on the terms most advantageous for the BCRUA. The terms of the Series 2024 Bonds are in the BCRUA's best interest. The terms of the Series 2024 Bonds are further shown in Exhibit “A”.
5. Proceeds of the Series 2024 Bonds are collectively in an amount sufficient to finance the City’s contribution to the design and acquisition of the BCRUA Project (as defined in the Bond Resolution) and to pay the costs of issuing the Series 2024 Bonds.
6. In consultation with, and reliance upon the advice of the financial advisor for the BCRUA, I hereby find that the terms of sale are the most advantageous reasonably available on the date and time of the pricing of the Series 2024 Bonds given the then existing market conditions and the terms of sale on such date and time.

7. The price to be paid by the Purchaser of the Series 2024 Bonds is not less than 98% of the aggregate original principal amount thereof plus accrued interest to the date of delivery of the Series 2024 Bonds. None of the Series 2024 Bonds bear interest at an interest rate greater than the maximum authorized by law. Additionally, all of the requirements of Sections 2(a) and 2(b) of the Bond Resolution have been met.

8. The Series 2024 Bonds shall (i) mature in the years and in the principal amounts and be subject to redemption as set forth in Exhibit “A”, (ii) bear interest at the rates for each such maturity and such interest shall be payable on the dates set forth in Exhibit “A” and in the Bond Resolution, and (iii) have the other terms and provisions, all as provided in Exhibit “A” and in the Bond Resolution. Each Series 2024 Bond shall reflect the terms set forth in Exhibit “A” and the provisions in the Form of Bond set forth in the Bond Resolution.

9. The Record Date for the interest payable on the Series 2024 Bonds on any interest payment date means the close of business on the fifteenth calendar day of the month preceding such interest payment date.

10. The Private Placement Memorandum, dated October 23, 2024, has been received by the undersigned and is hereby approved and deemed final as of its date (subject to the permissible omissions described in Rule 15c2-12) and the preparation and distribution of the final Private Placement Memorandum is hereby approved.

11. Pursuant to Section 30 of the Bond Resolution, the BCRUA agrees to provide annually to the MSRB, in an electronic format as prescribed by the MSRB, the updated financial information and operating data to the extent specified, by the times, subject to the exceptions noted, and as provided in the Bond Resolution and the Private Placement Memorandum under the caption “CONTINUING DISCLOSURE OF INFORMATION.”

12. Pursuant to Section 5(a) of the Bond Resolution, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, has been selected as the Paying Agent/Registrar for the Series 2024 Bonds. Pursuant to Section 10(c) of the Bond Resolution, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, has been selected as the Escrow Agent for the Series 2024 Bonds.

13. The Initial Bond will be registered in the name of Cede & Co.

[The Remainder of this Page is Intentionally Left Blank]

EXECUTED this _____, 2024.

**BRUSHY CREEK REGIONAL UTILITY
AUTHORITY, INC.**

BCRUA Representative

EXHIBIT A

TERMS OF THE SERIES 2024 BONDS

\$39,090,000

**BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS
(BRUSHY CREEK REGIONAL WATER TREATMENT
AND DISTRIBUTION PROJECT),
SERIES 2024**

GENERAL DESCRIPTION OF SERIES 2024 BONDS

The Series 2024 Bonds in the aggregate original principal amount of \$39,090,000 will be issued as serial bonds dated November 15, 2024, in the original principal amounts for each maturity, maturing on the dates, bearing interest at the rates as set forth in the following Maturity Schedule.

MATURITY SCHEDULE

Interest accrues from: Date of Delivery

Interest payable: February 1 and August 1 until maturity or redemption commencing February 1, 2025

<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>
\$1,435,000	2025	%	\$1,525,000	2038	%
1,110,000	2026		1,570,000	2039	
1,140,000	2027		1,625,000	2040	
1,170,000	2028		1,680,000	2041	
1,200,000	2029		1,740,000	2042	
1,230,000	2030		1,800,000	2043	
1,265,000	2031		1,865,000	2044	
1,295,000	2032		1,930,000	2045	
1,330,000	2033		2,005,000	2046	
1,365,000	2034		2,085,000	2047	
1,400,000	2035		2,165,000	2048	
1,435,000	2036		2,245,000	2049	
1,480,000	2037				

REDEMPTION PROVISIONS

Optional Redemption. On February 1, 2035, or on any date thereafter, the Series 2024 Bonds maturing on and after August 1, 2035 may be redeemed prior to their scheduled maturities,

at the option of the BCRUA, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption in whole or in part, only in inverse order of the maturities outstanding at the time of such redemption, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Series 2024 Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Series 2024 Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

ARBITRAGE AND TAX CERTIFICATE

I, the undersigned authorized representative the Brushy Creek Regional Utility Authority, Inc., herein referred to as the “**Issuer**” or “**Authority**,” for purposes of establishing reasonable expectation pursuant to Regulation Section 1.148-2(b), HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF as follows:

1. GENERAL

(a) **The Obligations.** I, with others, are charged with the responsibility of (i) issuing \$39,090,000 City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024, dated November 15, 2024, and maturing on August 1 of each year beginning August 1, 2025 through, and including, August 1, 2049 (the “**Obligations**”); and (ii) executing a Financing Agreement between the Texas Water Development Board, an agency of the State of Texas (herein referred to as the “**Board**” or “**TWDB**”), and the Issuer regarding Board Participation. The Obligations are payable from and secured by a lien on and pledge of the portion of the Annual Payments designated as “Bond Payments” to be made by Leander pursuant to the Contract, as provided in the Authority Resolution and the City Resolution (as hereinafter defined).

(b) **Authorization for the Obligations.** The Obligations have been authorized and are issued pursuant to: (i) the Constitution and laws of the State, including Subchapter D of Chapter 431, of the Texas Transportation Code, as amended; (ii) the TWDB Resolution (as hereinafter defined); and (iii) the “**Bond Resolution**,” which is comprised of the following: (a) a resolution of the Board of Directors of the Authority entitled “A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF “BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024”; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS,” duly adopted on October 23, 2024 (the “**Authority Resolution**”); (b) a resolution of the City Council of the City of Leander (the “**City**” or “**Leander**”) entitled “RESOLUTION APPROVING A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF “BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024”; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SUCH BONDS,” duly adopted on October 17, 2024 (the “**City Resolution**”), which authorizes the Authority to issue the Obligations on behalf of the City; (c) the Award Certificate of the BCRUA Representative executed on October __, 2024; and (d) the Approval Certificate of the City Manager of the City of Leander executed on October __, 2024.

Capitalized terms used in this certificate, unless otherwise defined herein, shall have the meanings ascribed to such capitalized terms in the documents that together comprise the Bond Resolution unless the context hereof clearly requires otherwise.

The Authority is a local governmental non-profit corporation of the State of Texas (the “**State**”) created to develop a regional water treatment and distribution system (the “**BCRUA Project**”) to supply treated potable water to the three participating member cities: Round Rock, Cedar Park and Leander (together, the “**Member Cities**,” and each, a “**Member City**”).

The TWDB Resolution (as defined below) authorized the TWDB to provide the Issuer with financial assistance to finance the BCRUA Project. The assistance is in the form of the TWDB’s purchase of the Obligations.

(c) **Amount Deemed Received.** The Obligations have been privately placed with the Board, pursuant to the terms of “A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF \$194,400,000 TO THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. FROM THE STATE WATER IMPLEMENTATION REVENUE FUND FOR TEXAS THROUGH THE PROPOSED PURCHASE OF \$75,310,000 BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., CITY OF CEDAR PARK, TEXAS CONTRACT REVENUE BONDS, PROPOSED SERIES 2021 (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT) AND IN THE FORM OF A MULTI-YEAR COMMITMENT \$119,090,000 BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS, PROPOSED SERIES 2021 – 2023 (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT) (21-082),” dated July 22, 2021 and “A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD AMENDING TEXAS WATER DEVELOPMENT BOARD RESOLUTION NO. 21-082 PROVIDING FINANCIAL ASSISTANCE TO THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. (23-053),” dated July 25, 2023 (together, the “**TWDB Resolution**”). The Issuer has received \$39,090,000 (funded by the Obligations in the par amount of \$39,090,000) from the Board. The Board is purchasing the Obligations for the amount of \$39,090,000. As stated in the Certificate as to Issue Price, attached hereto as **Exhibit B**, the Board is not acting as an Underwriter (as such term is defined in the Code) with respect to the Obligations and has no present intention to sell, reoffer, or otherwise dispose of the Obligations (or any portion of the Obligations or any interest in the Obligations). The Board has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Obligations and the Board has not agreed with the Issuer pursuant to a written agreement to sell the Obligations to persons other than the Board or a related party to the Board.

(d) **Proceeds of the Obligations.** The Proceeds of the Obligations will consist of:

- i. sale proceeds; and
- ii. investment proceeds.

(e) **Regulations.** References to “**Regulations**” mean the Treasury Regulations promulgated under Section 103, and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

(f) **Defined Terms.** The following terms have the meanings ascribed to them in the Regulations (and the Code, where indicated) unless the context hereof clearly requires otherwise:

- (i) available amount, §1.148-1(b);
- (ii) bona fide debt service fund, §1.148-1(b);
- (iii) bond year, §1.148-1(b);
- (iv) capital expenditure, §1.150-1(b);
- (v) commingled fund, §1.148-1(b);
- (vi) computation date, §1.148-3(e);
- (vii) fair market value, §1.148-1(b);
- (viii) gross proceeds, §1.148-1(b);
- (ix) guaranteed investment contract, §1.148-1(b);
- (x) investment, §1.148-1(b);
- (xi) investment proceeds, §1.148-1(b);
- (xii) investment property, Code §148(b)(2);
- (xiii) investment-type property, §1.148-1(b);
- (xiv) issue, §1.150-1(c);
- (xv) issue price, §1.148-1(b);
- (xvi) multipurpose issue, §1.148-1(b);
- (xvii) net sale proceeds, §1.148-1(b);
- (xviii) nonpurpose investment, §1.148-1(b);
- (xix) proceeds, §1.148-1(b);
- (xx) rebatable arbitrage, §1.148-3;
- (xxi) receipts, §1.148-1
- (xxii) related party, §1.150-1(b);
- (xxiii) replacement proceeds, §1.148-1(c);
- (xxiv) required rebate, §1.148-3;
- (xxv) sale proceeds, §1.148-1(b);
- (xxvi) sinking fund, §1.148-1(c)(2);
- (xxvii) transferred proceeds, §1.148-1(b);
- (xxviii) value, §1.148-1(b);
- (xxix) working capital, §1.150-1(b); and
- (xxx) yield, §1.148-1(b).

2. **PURPOSE OF ISSUE**

(a) **Purposes of the Obligations.** The Obligations are being issued to provide funds which will be used, together with other available funds of the Issuer to (i) finance Leander’s share of the costs of designing, constructing, acquiring, improving and/or expanding the BCRUA Project, including but not limited to construction of the Phase 1D water treatment plant expansion, the Phase 2 raw water delivery system and electrical utility improvements for the

Phase 2 raw water pump (the “**2024 Project**”), and (ii) pay the costs of issuance of the Obligations.

Portions of the respective contributions of the Member Cities for the BCRUA Project will be made through the issuance of bonds in accordance with the “Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project,” dated as of September 2, 2008 as amended by (1) a “First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project” dated as of January 22, 2009; (2) a “Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project” dated as of October 20, 2010; (3) a “Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project” dated as of February 22, 2012; (4) a “Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project” dated as of April 25, 2018; (5) a “Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project” dated as of April 22, 2021; (6) a “Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project” dated as of December 15, 2021; and (7) a “Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project” dated as of March 27, 2024 (collectively, the “**Contract**”). Under the Contract, each Member City is solely responsible for bond payments on its respective series of bonds. No Member City has any liability or responsibility for any bond payment on a series of bonds issued for another Member City.

Other than members of the general public, the Issuer expects that throughout the lesser of the term of the Obligations, or the useful lives of the 2024 Project, the only user of the 2024 Project has been or will be the Issuer or the Issuer's employees and agents. In accordance with that certain Contract, the Issuer expects that the manager of the 2024 Project will be the Issuer, or a third-party entity pursuant to a contract that meets the requirements of Rev. Proc. 2017-13. I.R.B. 2017-6. In no event will the proceeds of the Obligations, or the 2024 Project be used for private business use. The Issuer may apply different rates for different classes of customers, including volume purchasers, which are reasonable and customary. No portion of the proceeds of the Obligations will be used to make or finance any leases or other investment property that is held principally as a passive vehicle for the production of income. No prepayment of property or services will be made with proceeds of the Obligations.

(b) General Yield Restriction Covenant. Unless expressly permitted herein, no portion of the proceeds of the Obligations will be used to finance “investment property” or “investment-type property” with a yield in excess of the yield on the Obligations.

(c) No Overissuance; Universal Cap. The proceeds from the Obligations do not exceed the amount which is required for the purposes described in Section 2(a) above. The Issuer reasonably expects that the universal cap, as defined in Regulations Section 1.148-6(b)(2),

will not reduce the amount of gross proceeds allocable to the Obligations during the term of the Obligations.

(d) Reimbursement. None of the proceeds of the Obligations will be used to reimburse the Issuer for any expenditures unless such expenditures (i) were described in a reimbursement resolution meeting the requirements of Regulations Section 1.150-2, or (ii) were preliminary expenditures not exceeding 20% of the issue price of the Obligations (as defined in Regulations Section 1.150-2(f), such as architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction).

(e) No Hedge Bonds.

(i) The Issuer will not invest more than 50% of the proceeds of the Obligations in nonpurpose investments having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A) of the Code, and at least 85% of the spendable proceeds of the Obligations used to finance the 2024 Project will be used to carry out the governmental purposes of such issue within the three year period beginning on the date hereof.

(ii) The Obligations does not constitute "hedge bonds" within the meaning of Section 149(g) of the Code.

(f) No Replacement Proceeds.

(i) Other than the proceeds of the Obligations, the Issuer has on hand no funds which (x) could legally and practically be used for the governmental purposes for which the Obligations are being issued which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes, or (y) would be used for the governmental purposes of the Obligations if the proceeds of the Obligations were not used or to be used for such purposes.

(ii) The Issuer does not reasonably expect that the term of the Obligations will be longer than reasonably necessary for the governmental purpose of the Obligations, or that there will be available amounts during the period that the Obligations remain outstanding longer than necessary. The weighted average maturity of the Obligations (within the meaning of Section 147(b) of the Code) is _____ years. The reasonably expected economic life of the 2024 Project is at least [twenty (20)] years. The weighted average maturity of the Obligations does not exceed 120% of the reasonably expected economic life of the 2024 Project.

(iii) No portion of the proceeds of the Obligations will be used (x) directly or indirectly to replace funds of the Issuer or other agency, department, or division of the Issuer, that could be used for the 2024 Project, or (y) to replace any proceeds of any prior issuance of an Obligations by the Issuer or other agency, department, or division of the Issuer.

(g) No Private Business Use of Financed Projects.

(i) Not more than ten percent (10%) of the Proceeds of the Obligations will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit. A use of the Proceeds includes (x) ownership of the 2024 Project financed or refinanced with the proceeds of the Obligations, (y) actual or beneficial use of the 2024 Project pursuant to a lease or a management, incentive payment or output contract, or (z) any other similar arrangement, agreement or understanding, whether written or oral. The payment of the principal of or the interest on more than ten percent (10%) of the Obligations will not be, directly or indirectly: (x) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit, or (B) payments in respect of such property; or (y) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. For purposes of this subparagraph (i), persons (other than a state or local governmental unit) using such Proceeds on the same basis as the general public shall not be taken into account.

(ii) None of the proceeds of the Obligations will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(iii) No proceeds of the Obligations are being used to make grants to any person.

(iv) No proceeds of the Obligations will be used for a private business use that is unrelated to, or disproportionate to, the governmental use of the proceeds, as such terms are defined in Code Section 141(b)(3).

3.SOURCE AND DISTRIBUTION OF FUNDS.

(a) Proceeds of the Obligations. The proceeds derived from the sale of the Obligations set forth in Section 1(c) above, in the amount of \$39,090,000, constitute the “**Sale Proceeds**” of the Obligations for purposes of this Certificate.

(b) Application of Proceeds. The Sale Proceeds of the Obligations and investment earnings thereon, will be applied as follows:

Deposit to the Project Fund:	\$.00
Cost of Issuance	<u>.00</u>
TOTAL	<u>\$39,090,000.00</u>

(c) Temporary Period for Proceeds Applied to Capital Projects. The Sale Proceeds of the Obligations in the amount of \$_____.00 will be deposited in the Project Fund and will be applied to pay the costs of the 2024 Project. The Issuer will use such funds only for capital expenditures in connection with the 2024 Project. Such proceeds will not be

used to repay, at maturity or otherwise, any indebtedness of the Issuer. The proceeds will be used to pay all or a portion of the costs of the 2024 Project within three (3) years from the date hereof. As to such amounts, the Issuer certifies that:

(i) It reasonably expects that at least eighty-five percent (85%) of such net sale proceeds of the Obligations will be expended within three years after the date hereof; and

(ii) It reasonably expects to incur within six (6) months from the date of issue hereof a substantial binding obligation (not subject to contingencies within the Issuer's or related party's control) to a third party to expend at least five percent (5%) of such net sale proceeds of the Obligations on the 2024 Project, which expenditures will be capital in nature; and

(iii) It reasonably expects the completion of the 2024 Project, and the allocation of such net sale proceeds of the Obligations to expenditures, to proceed with due diligence.

The proceeds of the Obligations deposited into the Project Fund may be invested without regard to yield restriction for a three-year temporary period in accordance with Regulations Section 1.148-2(e)(2). Any proceeds held beyond the end of such three-year period shall not be invested at a yield in excess of the yield on the Obligations.

(d) **Expenditure of Investment Proceeds.** Investment proceeds may be invested without regard to yield restriction for a period of up to one (1) year following receipt, and thereafter may not be invested at a yield in excess of the yield on the Obligations. Investment proceeds are defined as any amounts actually or constructively received from investing proceeds of an issue.

(e) **Temporary Period for Accrued Interest.** There is no accrued interest on the Obligations.

(f) **Temporary Period for Bona Fide Debt Service Fund.** Any fund used or established to make debt service payments on the Obligations will be used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year, and will be depleted at least once each bond year, except for a reasonable carry over amount not to exceed (i) the earnings on the fund in the immediately preceding bond year, or (ii) one-twelfth of the debt service payments on the Obligations for the immediately preceding bond year. Monies deposited into such funds may be invested without regard to yield for a period not to exceed thirteen months in accordance with Regulation Section 1.148-2(e)(5).

(g) **Temporary Period for Costs of Issuance.** Sale Proceeds of the Obligations in the amount of \$_____.00 have been, or will, be used to pay a portion of the costs incurred by the Issuer in connection with the authorization, issuance and delivery of the Obligations. Such amounts are expected to be expended by the Issuer to pay such costs on the date hereof and will not be invested. In the event such Proceeds are invested, they may be invested without regard to yield restriction for a three-year period from the date hereof.

(h) **Temporary Period for Sinking Fund Proceeds.** Amounts treated as proceeds of the Obligations because they are accumulated in any sinking fund for the Obligations may be invested without regard to yield restriction for a period of thirty (30) days beginning on the date of accumulation, and thereafter shall be invested at a yield not in excess of the yield on the Obligations in accordance with Regulation Section 1.148-2(e)(5).

(i) **No Other Funds or Accounts to Pay Debt Service.** There are no funds or accounts which are reasonably expected to be used to pay debt service on the Obligations or which are pledged to the Obligations, and for which there is reasonable assurance that amounts on deposit therein will be available to pay debt service on the Obligations if the Issuer encounters financial difficulty.

(j) **Rebate Requirement - Obligations.** The Issuer covenants that any and all investment proceeds earned on the gross proceeds (as defined in the Regulations) in excess of the yield on the Obligations will be held and set aside for rebate to the federal government if required by the Regulations if required to be held in accordance with the arbitrage requirements of Section 148 of the Code and the rebate requirements imposed by Section 148(f) of the Code. Such amount shall be calculated in the manner and paid at the times required by the Regulations.

4. **CALCULATION OF YIELD.**

(a) **Method for Computing Yield.** The yield on the Obligations means that percentage which, when used in computing the present value on the date of delivery of all expected payments (principal and interest) paid on the Obligations an amount equal to the present value of the issue price of the Obligations (defined as the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Obligations were sold). Yield is calculated on a 360-day year with interest compounded annually. The issue price of the Obligations is the price paid by a purchaser, that is neither an Underwriter (as such term in defined in Regulation Section 1.148-1(f)) or a related party (as defined in Regulation Section 1.150-1(b)) to an Underwriter. Accordingly, the issue price of the Obligations is \$39,090,000 (par amount of \$39,090,000), which is the price paid by the Board.

(b) **Yield.** For purposes of calculating the yield on the Obligations, the issue price is \$39,090,000 (representing the par amount of \$39,090,000). The yield on the Obligations has been determined to be _____% ("**Arbitrage Yield**") by Specialized Public Finance Inc., the Issuer's Municipal Advisor, as set forth in the Certificate of Municipal Advisor attached hereto as **Exhibit A**.

5. **REBATE.**

(a) **Calculation of Investment Income.** The Issuer has provided for the calculation of its investment income from the investment of the proceeds of the Obligations.

(b) **Selection of Bond Year.** The Issuer hereby selects as the last day of its first bond year the one-year period (or shorter period from the date of issue of the Obligations) that ends at the close of November 14, 2025.

(c) **Rebate Covenant; Construction Exception.** The Issuer has agreed, to the extent required by Section 148(f) of the Code, to calculate and pay or cause to be calculated and paid to the United States Treasury, in the manner and at the times prescribed in the Regulations, an amount equal to the sum of (i) the excess of (x) the future value of all “nonpurpose receipts” in which the gross proceeds of the Obligations are invested over (y) the future value of all “nonpurpose payments” with respect to the Obligations, plus, (ii) any income attributable to the excess described in (x) above. The first required computation date of rebatable arbitrage in respect of the Obligations is November 14, 2029, or if earlier, the redemption date of the last outstanding Obligations. The Issuer understands, however, that if the Obligations satisfy the requirements for a rebate exception outlined in Regulation Section 1.148-7 for which it is eligible, the Obligations are not subject to the rebate requirement. The Issuer shall consult with Bickerstaff Heath Delgado Acosta LLP, Bond Counsel to the Issuer (“**Bond Counsel**”) or any other nationally recognized bond counsel as to the applicability of these exceptions prior to its required computation date.

(d) **Retention of Records.** The Issuer agrees to keep and retain until three years after the retirement of all of the Obligations, adequate records with respect to the investment of (i) all proceeds of the Obligations received upon the sale thereof, the earnings thereon and all reinvestments thereof, (ii) amounts to be used, or pledged, to pay, directly or indirectly, debt service on the Obligations, (iii) any other gross proceeds, and (iv) amounts in any rebate fund. Such records shall include: (i) purchase price; (ii) purchase date; (iii) type of investment; (iv) accrued interest paid; (v) interest rate (if applicable); (vi) principal amount; (vii) maturity date; (viii) interest payment date (if applicable); (ix) date of liquidation; and (x) receipts upon liquidation. If any investment becomes gross proceeds of the Obligations or is otherwise pledged to pay debt service on the Obligations on a date other than the date such investment is purchased, the Issuer's records shall include the market value of such investment on the date it is pledged to pay debt service on the Obligations or otherwise becomes gross proceeds. If any investment is retained after the date the last Obligations is retired, the Issuer's records shall include the market value of such investment on the date the last Obligations is retired. Amounts will be segregated wherever held in order to permit the Issuer to maintain these records.

(e) **Continuous Investment of Funds.** Except as provided in the next sentence, all amounts that constitute gross proceeds of the Obligations and all amounts in any rebate fund shall be invested at all times to the extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested due to the denomination, price or availability of investments, the Issuer may invest all such amounts in a deposit account of a bank with a yield not less than that paid to the general public or hold such moneys uninvested to the extent necessary.

6. MISCELLANEOUS.

(a) **Single Issue.** There are no other issues of governmental obligations of the Issuer: (a) sold within fifteen (15) days of the date of the sale of the Obligations; (b) sold pursuant to a common plan of financing with the Obligations; and (c) to be paid out of substantially the same source of funds, determined without regard to guarantees from unrelated parties.

(b) **No Federal Guarantee.** Except for the investments of the type described in the last sentence of this Section 6(b), no portion of the payment of principal or interest on the Obligations or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof). No portion of the Obligations have been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or invested (directly or indirectly) in federally insured deposits or accounts. The foregoing provisions shall not apply to (i) proceeds of the Obligations invested for an initial temporary period, as described in Section 148(c) of the Code, until such proceeds are needed for the purpose for which said Obligations were issued, (ii) investments in a bona fide debt service fund, as described in Regulation Section 1.148-1(b), (iii) investments in a reserve fund that meets the requirements of Section 148(d) of the Code, (iv) investments in obligations issued by the United States Treasury, or (v) any other investments permitted under regulations issued by the Internal Revenue Service.

(c) **No Transactions to Reduce Investment Yield.** The Issuer has not entered into and will not enter into any transaction to reduce the yield on the investment of the proceeds of the Obligations in such a manner that the amount to be rebated to the Federal government is less than it would have been had the transaction been at arm's length and had the yield on the issue not been relevant to either party.

(d) **Expectations are Reasonable.** The statements as to the expectations of the Issuer made herein are reasonable as of the date of this certificate, and there are no facts, estimates or circumstances that would materially change the expectations expressed in this certificate.

(e) **Information Reporting.** The Issuer has reviewed the Internal Revenue Service Form 8038-G to be filed in connection with the issuance of the Obligations, a copy of which is attached hereto as **Exhibit C**, and all of the information contained therein is, to the best of the Issuer's knowledge, true and complete.

(f) **No Expected Disposition of Facilities.** No portion of the facilities or other property financed by the Obligations is expected to be sold or otherwise disposed of prior to the last maturity of the Obligations, other than that which is due to normal wear, tear, and obsolescence.

(g) **Alteration of Restrictions and Covenants.** The yield restrictions and any other restriction or covenant contained herein may be altered or ignored if the Issuer receives an

opinion of Bond Counsel or any other nationally recognized bond counsel to the effect that such alteration or nonobservance will not adversely affect the tax exemption of interest on the Obligations to which it is otherwise entitled.

(h) **Changes in Facts or Expectations.** The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different yield restrictions or rebate requirements from those set forth herein and that Bond Counsel or other nationally recognized bond counsel should be contacted if such changes do occur.

[Remainder of this page intentionally left blank.]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of November 2024.

By: _____

Name: Sam Roberts

Title: General Manager

EXHIBIT A

CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned, on behalf of Specialized Public Finance Inc., financial advisor to the Issuer of its \$39,090,000 aggregate principal amount of Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024, certifies as set forth below. Terms used but not defined herein are as defined in the Arbitrage and Tax Certificate to which this certificate is attached.

We have been advised by Bond Counsel that the issue price of the Obligations is the price of such Obligations paid by the purchaser as represented by the Texas Water Development Board, as purchaser of \$39,090,000.00. In calculating the Yield on the Obligations, assuming that the aggregate issue price of the Obligations is \$39,090,000.00, the yield on the Obligations calculated in the manner described in this paragraph is _____. For purposes hereof, yield has been calculated on a 360-day basis with interest compounded semi-annually.

We have been advised by Bond Counsel that the weighted average maturity of the Obligations is the sum of the products of the issue price of each maturity which is a part of the issue and the years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue. Assuming that the Initial Offering Prices are the issue prices of the Obligations and that the entire issue price of the Obligations is \$39,090,000.00, the combined weighted average maturity of the Obligations is _____ years.

SPECIALIZED PUBLIC FINANCE INC.

By: _____

Name: _____

Title: _____

EXHIBIT B

CERTIFICATE AS TO ISSUE PRICE

The undersigned, as the purchaser (the “Purchaser”) of \$39,090,000 in aggregate principal amount of the Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024 (the “Bonds”), hereby represents that:

1. We are purchasing the Bonds for our own account for investment purposes and have no present intention to resell or otherwise dispose of the Bonds (or any portion thereof).
2. We are not acting as an Underwriter (as defined in Section 4 below) with respect to the Bonds and presently there is no Underwriter for the Bonds. We have not contracted with any person pursuant to a written agreement to have such person participate in an initial sale of the Bonds and we have not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than ourselves or related parties to ourselves. The entire principal amount of the Bonds will be advanced to the Issuer November 15, 2024.
3. We purchased the Bonds at a price of 100 percent at par.
4. Defined Terms.
 - (a) “Public” means any person (including an individual, trust, estate, partnership, association or corporation) other than an Underwriter or a related party. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
 - (b) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in any initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in any initial sale of the Bonds to the Public (including a member of the selling group or a party to a retail distribution agreement participating in any initial sale of the Bonds to the Public).

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended; however, the Purchaser understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in its Arbitrage and Tax Certificate executed by the Issuer in connection with the issuance of the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, in connection with rendering its opinion that any interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Given this ____ day of _____, 2024.

TEXAS WATER DEVELOPMENT BOARD

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM 8038-G



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of an Ordinance 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) and Development Agreement Case DA-24-0007 on eight (8) parcels of land approximately 16.0602 acres $\pm$ 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.

BACKGROUND:

This request is the final step in the zoning process. During the meeting of September 12, 2024, the Planning & Zoning Commission recommended approval contingent on the approval of the Comprehensive Plan Amendment.

HISTORY/TIMELINE:

06/21/2018 – Approval of Northline PUD and Concept Plan.
11/20/2019 – Administrative approval of Northline Minor PUD Amendment
09/12/2024 – Planning & Zoning, 1st Public Hearing
09/19/2024 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

Endeavor Real Estate Group (R. Charles Northington) on behalf of Northline Leander Development Company, LP. (Alexander H. Tynberg)

RECOMMENDATION:

The City Council unanimously approved the zoning request during the September 19, 2024 meeting with the recommendation to amend the Comprehensive Plan and interior walk-ability access.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0127 Att 1 Planning Analysis - Northline Retail PUD
2. Z-24-0127 Att 2 Current Zoning - Northline Retail PUD

3. Z-24-0127 Att 3 FLU Map - Northline Retail PUD
4. Z-24-0127 Att 4 Public Notification - Northline Retail PUD
5. Z-24-0127 Att 5 Proposed Zoning - Northline Retail PUD
6. Z-24-0127 Att 6 Aerial Map - Northline Retail PUD
7. Z-24-0127 Att 7 PUD Notes - Northline Retail PUD
8. Z-24-0127 Att 8 PUD Notes Redline - Northline Retail PUD
9. Z-24-0127 Att 9 Letter of Intent - Northline Retail PUD
10. Z-24-0127 Att 10 Ordinance - Northline Retail PUD
11. DA-24-0007 Att 11 Development Agreement



PLANNING ANALYSIS

ZONING CASE Z-24-0127 NORTHLINE RETAIL PUD

GENERAL INFORMATION

Owner/Agent:	Endeavor Real Estate Group (R. Charles Northington) on behalf of Northline Leander Development Company, LP. (Alexander H. Tynberg).
Current Zoning:	Northline Planned Unit Development
Proposed Zoning:	Northline Retail Planned Unit Development with base zoning GC-2-A (General Commercial)
Size and Location:	The property is located southwest of the intersection of East San Gabriel Parkway and 183A Toll Road, including approximately 16.06 acres.
Staff Contact:	Karina Castillo, AICP Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop a retail development along San Gabriel Parkway and 183A Toll Road.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 4*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

This site is currently part of the Northline PUD and is proposed to be removed to establish conventional zoning for the property. An administrative PUD amendment is required to remove this property from the Northline PUD.

This site is proposed to be removed from the SmartCode and will follow the Composite Zoning Ordinance, unless alternative standards were approved with this request. The PUD includes perimeter block length being met with private drives instead of streets, removing the square footage limitation for an individual user, reduced minimum setbacks along with maximum setbacks, a reduction in landscaping, alternative parking requirements, and an increase in the amount and size of signage.

The requested zoning district is not a compatible district under the Leander Central future land use category. The applicant has submitted an application for a Comprehensive Plan Amendment which is scheduled for a public hearing before the City Council on October 27, 2024. During the September 13, 2024, the Planning & Zoning Commission voted to approve the zoning request contingent on the approval of the Comprehensive Plan Amendment.

SITE INFORMATION:**ABUTTING ZONING AND LAND USE:**

	ZONING	LAND USE
NORTH	T5-Urban Center	Undeveloped
EAST	PUD-GC	Undeveloped
SOUTH	T5-Urban Center T6-Urban Core	Undeveloped, ACC Campus, CAP Metro Station
WEST	PUD	Undeveloped, Townhomes, Multi-Family

SURROUNDING AREA:

This property is located east of the Northline development and south of the St. David's Emergency Room. The ACC San Gabriel Campus is located towards the south.

PHYSICAL AND NATURAL FEATURES:

This property is vacant and does not contain any tree coverage or creeks.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 08/08/2005.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 18-TOD-Z-012 requested a zone change from Transit Oriented Development District to Northline PUD and was approved on 06/21/2018.
- 19-TOD-Z-021 requested an amendment to the Northline PUD and was approved on 11/20/2019.

MAJOR CORRIDORS:

This property has access onto San Gabriel Parkway and 183A Toll Road.

TRANSPORTATION PLAN REQUIREMENTS:

This property does not include the extension of any new roads proposed on the Transportation Master Plan. All roads and drives within the site are proposed to be private.

The table below includes the streets within the development. These streets have not been reviewed and are subject to change during the review process.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
San Gabriel Parkway	Arterial	Commercial	126' ROW 6-Lane Arterial 10' sidewalk
183A Toll Road	Access Controlled	Commercial	400' ROW Access Controlled 10' sidewalk

SUBDIVISIONS:

The site has had several subdivision cases that have been previously submitted, approved, and/or completed for this property.

EXISTING UTILITIES:

This property has access to water and wastewater along Doc Miller Street as shown in Figures 1 and 2.



Figure 1: Water System



Figure 2: Wastewater System

CURRENT LAND USES:

This property is currently vacant.

PROPOSED ZONING DISTRICT:
PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for a retail development. The contents of this PUD further explain and illustrate the overall function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

USE COMPONENT**GC – GENERAL COMMERCIAL:**

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

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

SITE COMPONENT**TYPE 2:**

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:**Applicable Comprehensive Plan goal statements**

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Continue efforts regarding the construction of projects within the Leander Central/Transit-Oriented Development District as a mixed-use urban environment.
- Pursue signature regional attractions, destinations, and events.

Applicable Future Land Use categories**LEANDER CENTRAL**

- The Leander Central future development category encompasses the City's future urban center, in close proximity to Leander Station. This area is envisioned to be a very walkable area which encourages a "sense

of place” and should represent the most dense, urban form Leander will have. This is a highly activated area with first floor storefronts, employment, dense residential, and entertainment.

Land uses are less distinguishable and less regulated in the urban environment, where the focus is more on form than function. Important characteristics in the central location are building relationship with the street and pedestrian movement, signage, street design, and public gathering places.

This area is envisioned to be developed with an urban character, meaning development requires on-street or structured parking and an emphasis on pedestrian walkability. Vehicular circulation occurs along a grid-based network of complete streets with short blocks and focus on safety and efficient distribution of vehicles, bikes and pedestrians.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was not held with Staff, but the applicant has been working closely with staff to coordinate the process of this project

NOTIFICATION

08/22/2024 - Public Notice on Hill Country News
 08/28/2024 - Mail Notification to Property Owners within 200'
 08/28/2024 - Public Hearing Signage Posted on Property
 09/12/2024 - Planning and Zoning Commission Public Hearing
 09/19/2024 - City Council Public Hearing & First Reading of the Ordinance
 10/03/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

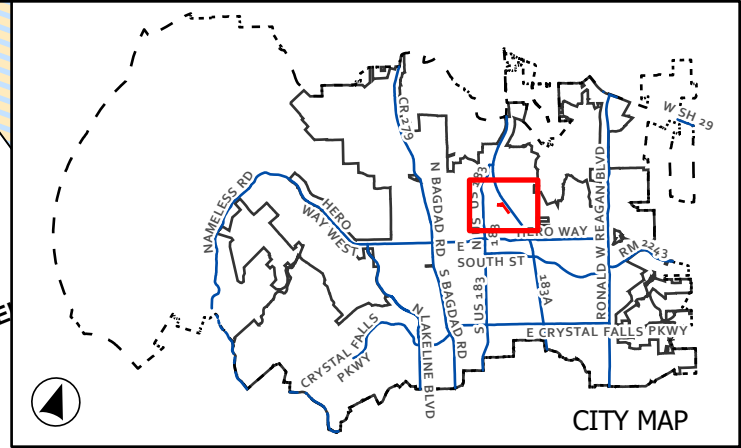
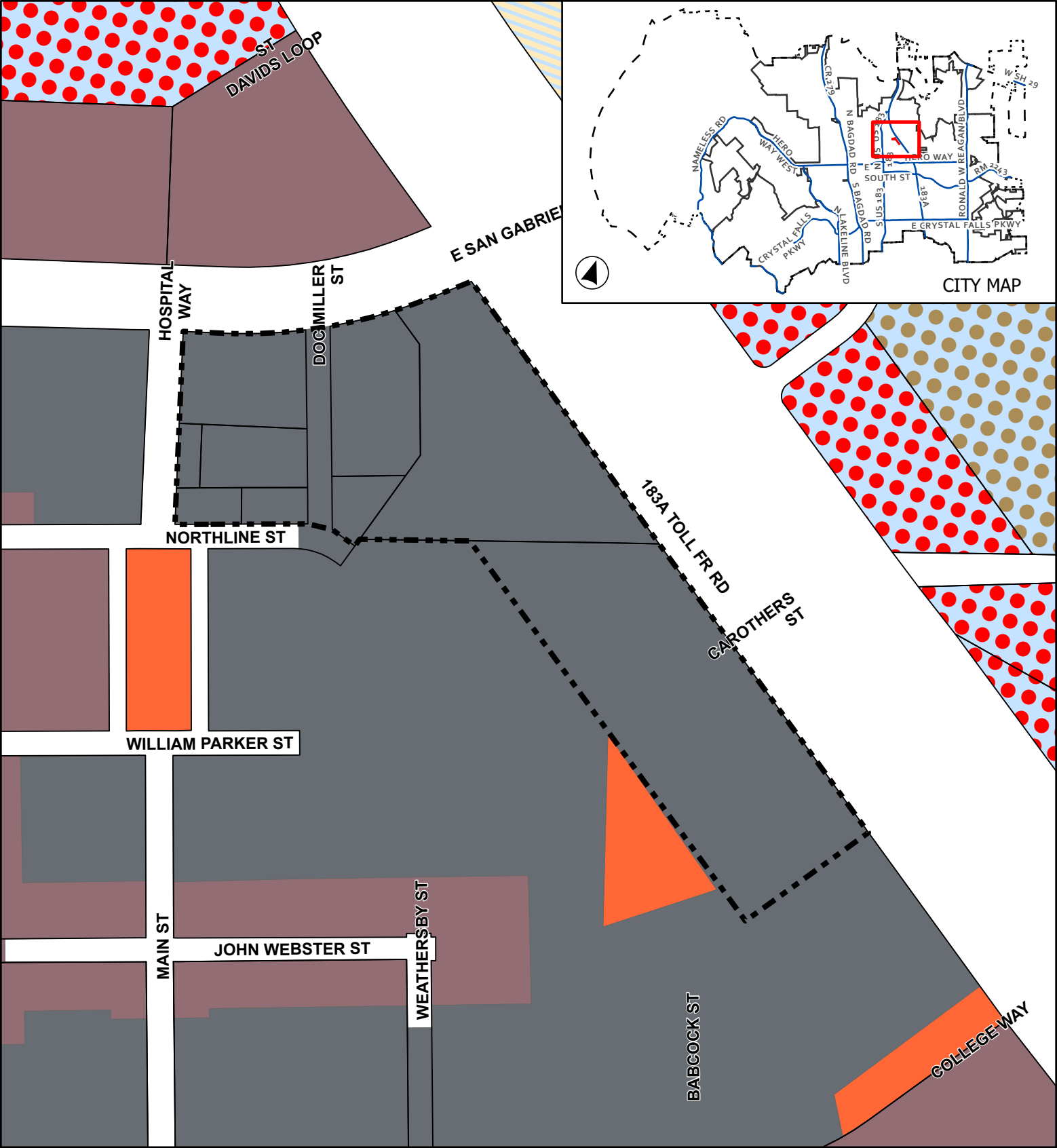
There are no single-family properties within 500' of the property.

APPROVAL CRITERIA:

The Leander Central future land use category is intended to develop a walkable area with dense urban form with characteristics such as building relationship with the street and pedestrian movement, signage, street design, and public gathering places and requires on-street or structured parking and an emphasis on pedestrian walkability. The applicant is requesting a base zoning of General Commercial (GC) for commercial and retail uses. This PUD includes the following waivers and higher standards:

- **Use Standards:** Prohibits intense uses that are allowed within the GC district but are not compatible with the surrounding area
- **Development Standards:**
 - Removes the limitation of maximum square footage for an individual user.
 - Removes the requirement for streets to meet the perimeter block length and instead use private drives throughout the parking lot. The adjacent streets will not be extended onto this site.

- Provides parking requirement of one space for every 250 square feet of any use within the development as opposed to the current ratios require that vary by use.
 - Setbacks along Main Street and Doc Miller Street are being adjusted to be more compatible with the neighboring development. The Parking, Aisle, Loading, Canopies, and Outdoor Display setbacks are proposed to be reduced from 15 feet to 10 feet along San Gabriel Parkway and 183A Toll Road.
 - The required percentage of landscaping along the frontages of the lots is requested to be reduced from 50% to 25% along with removing the requirement for a wall or berm that screens the parking along the arterial roadways. In addition, the application is requesting to increase the distance of trees being located from every parking space from 50 feet to 75 feet within Block C.
- **Signage:** The PUD is proposing alternative signage requirements:
 - Allowing additional multi-tenant pylon sign along 183A Toll Road.
 - Increasing the sign display area for the pylon from 150 square feet to 500 square feet along 183A Toll Road.
 - Increasing the sign display area for monument signs along San Gabriel is proposed to increase from 120 square feet to 350 square feet.
 - Increasing the maximum height for the monument sign along San Gabriel from 20 feet to 30 feet.
 - Allowing the option for Master Sign Plans for large scale tenants to allow for additional wall signage allowance as approved by the Director.



CASE: Z-24-0127

ATTACHMENT 2

NORTHLINE RETAIL PUD

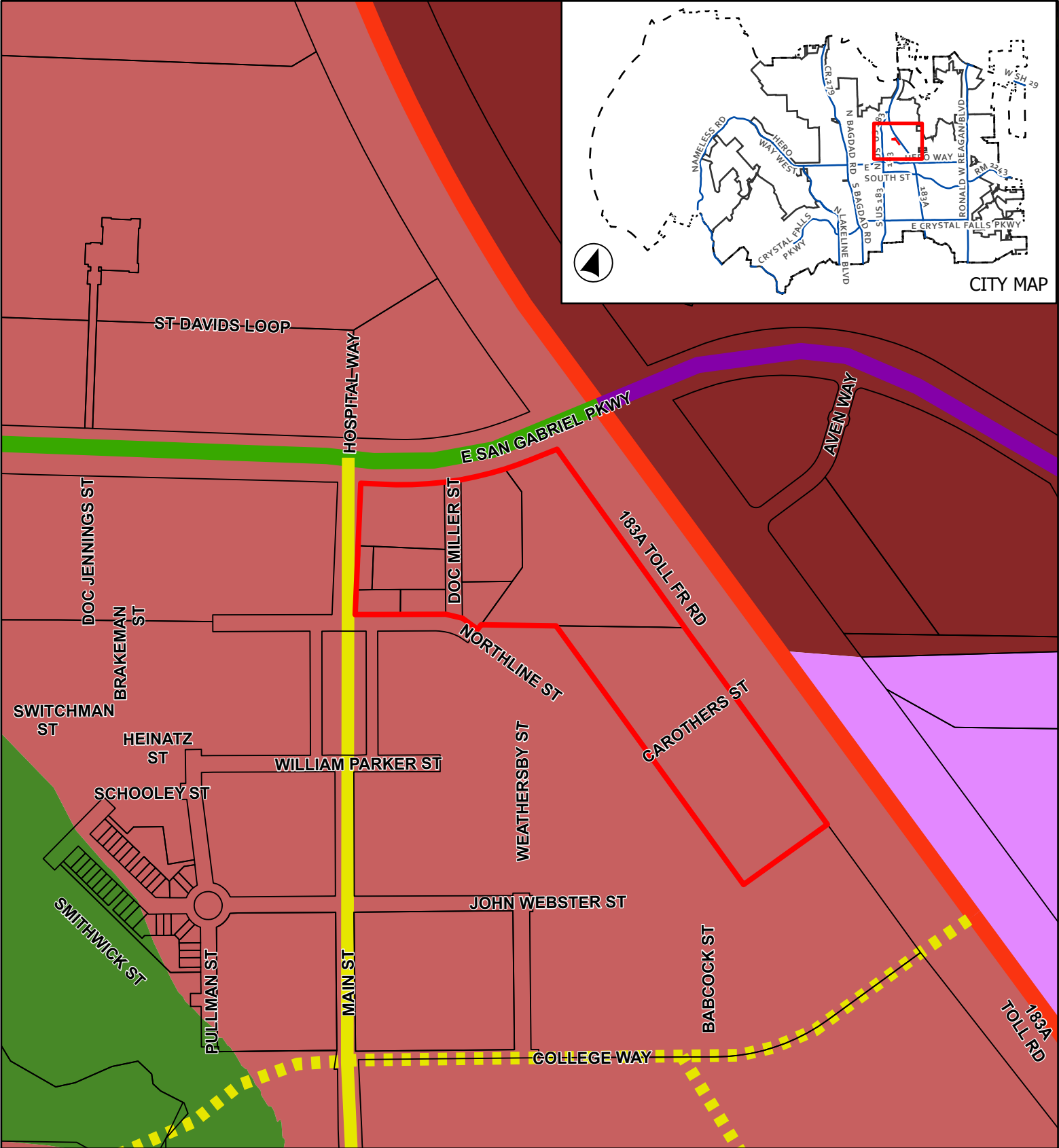
Current Zoning

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

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- PUD - Multi-Family
- PUD - General Commercial

- CD - Conventional Sector
- Civic Building
- T5 - Urban Center
- T6 - Urban Core





CASE: Z-24-0127

ATTACHMENT 3

NORTHLINE RETAIL PUD

Future Land Use Map



0 170 340

Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary

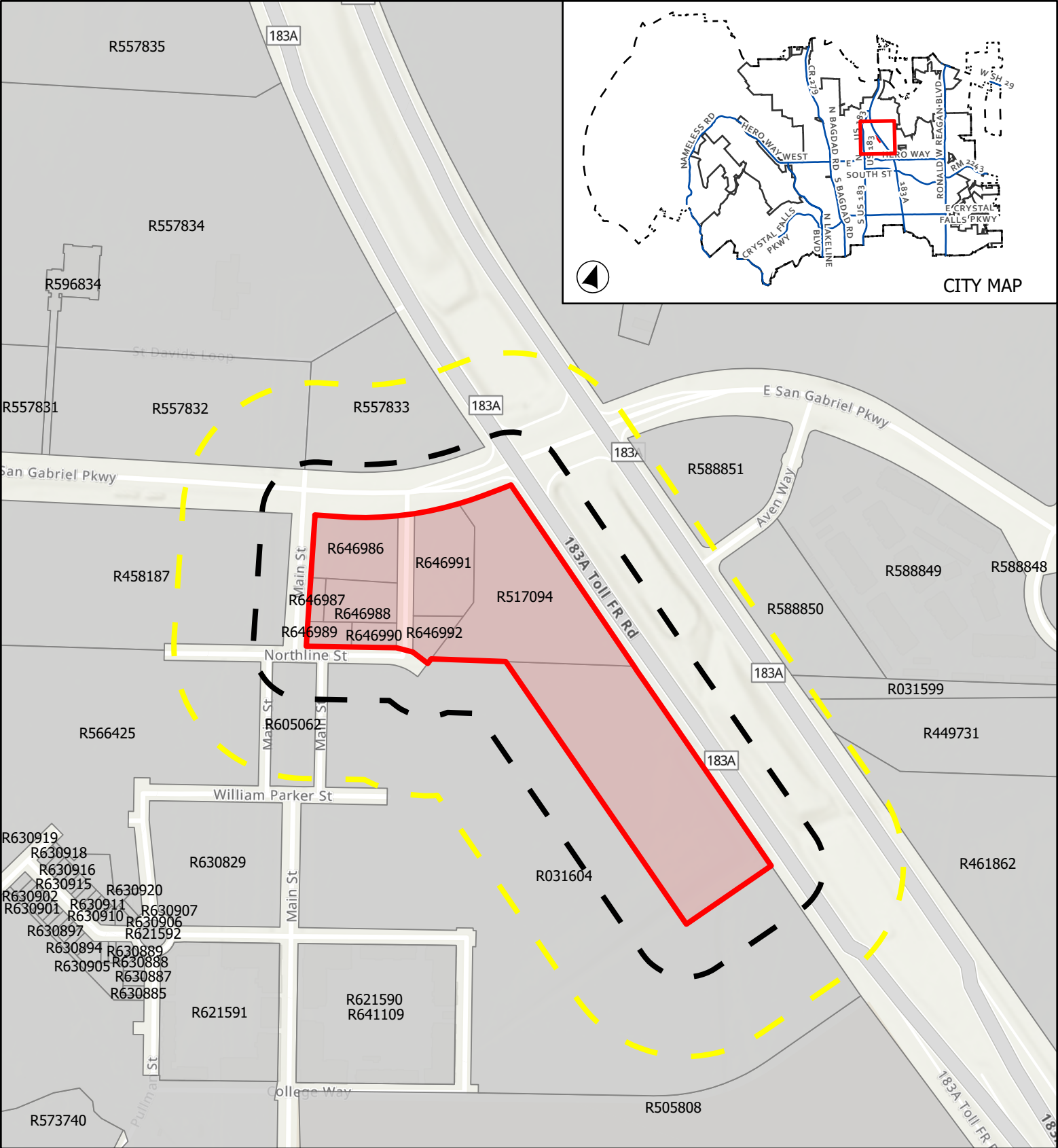
Future Land Use

- Activity Center

Thoroughfare Plan

- Employment Center
- Leander Central
- Greenway
- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing
- Collector, Existing
- Collector, Proposed
- Access Controlled, Existing

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



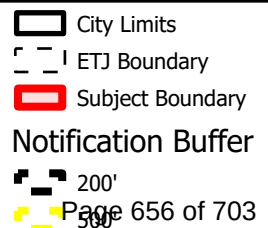
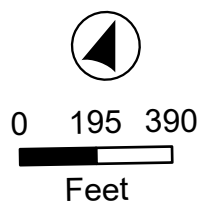
CASE: Z-24-0127

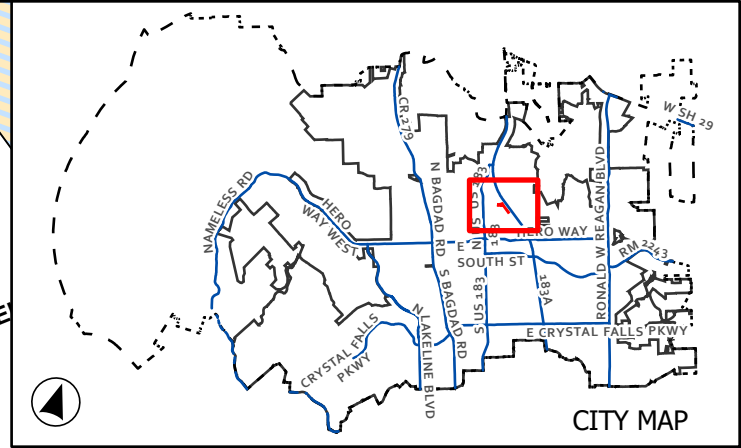
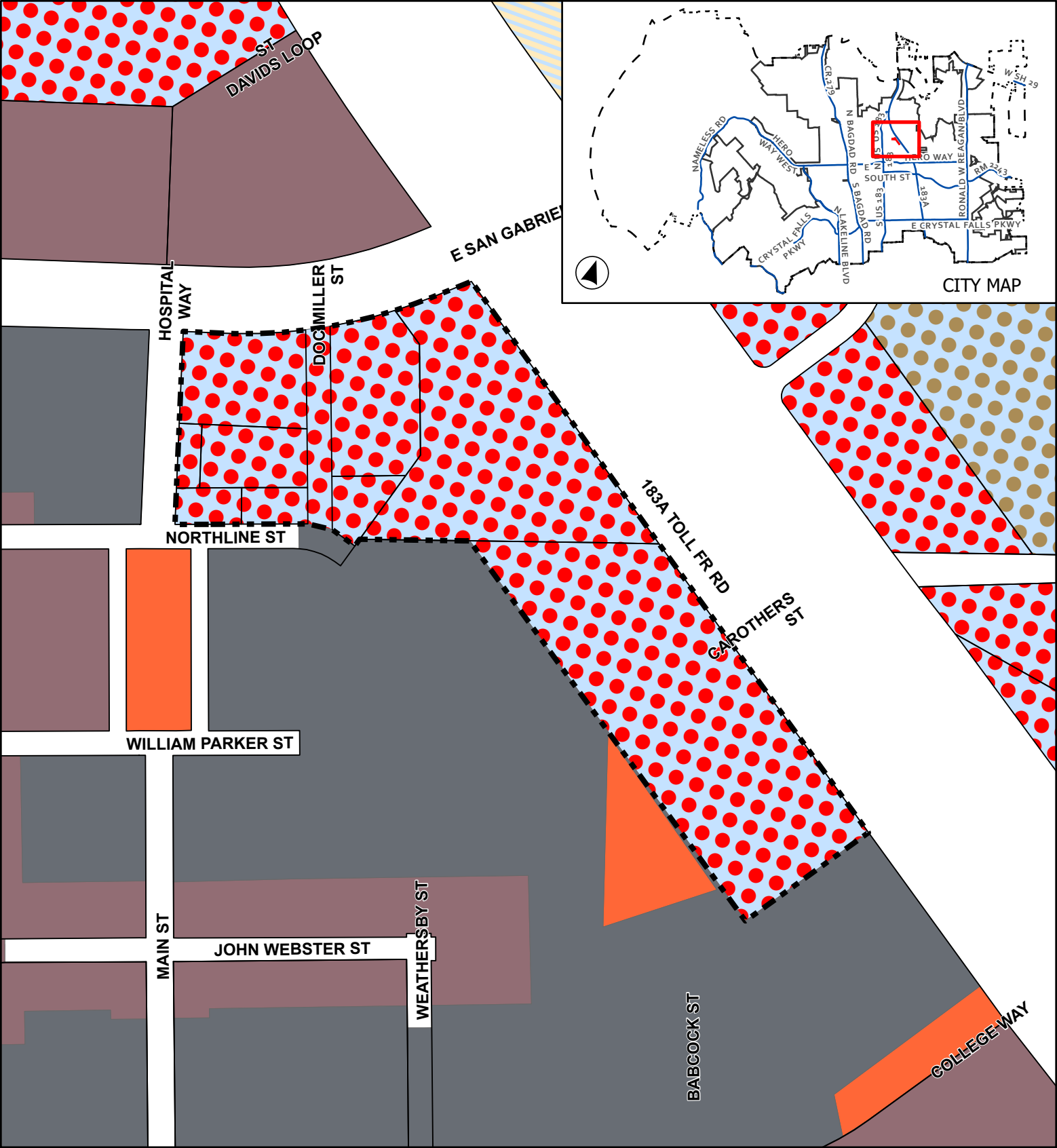
ATTACHMENT 4

NORTHLINE RETAIL PUD

Public Notification

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





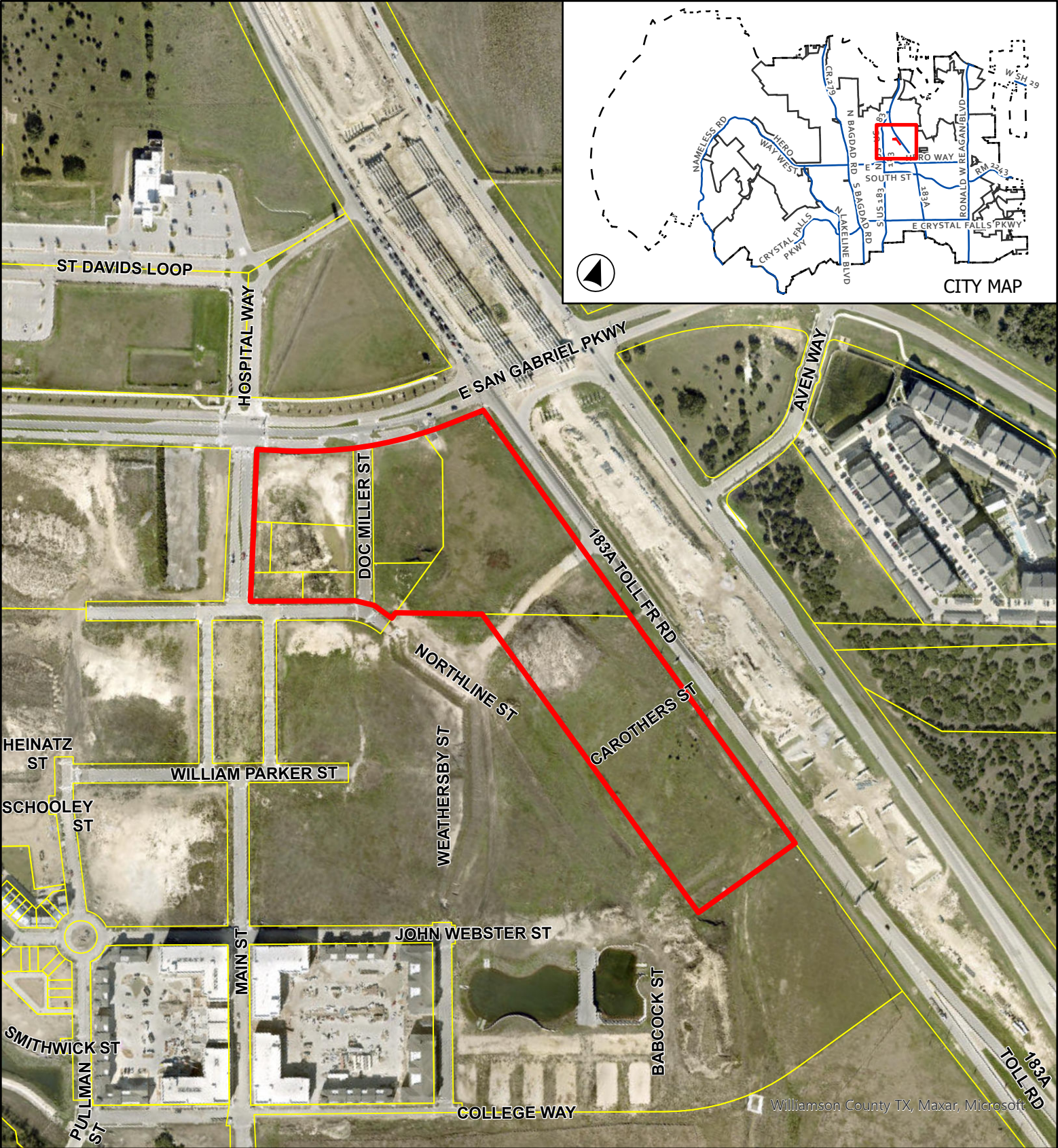
CASE: Z-24-0127 ATTACHMENT 5 NORTHLINE RETAIL PUD

Proposed Zoning

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

- | | |
|--------------------------------|--------------------------|
| Leander City Limits | PUD - General Commercial |
| Extra-Territorial Jurisdiction | CD - Conventional Sector |
| Subject Boundary | Civic Building |
| PUD - Multi-Family | T5 - Urban Center |
| PUD - Local Commercial | T6 - Urban Core |





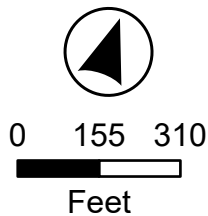
CASE: Z-24-0127

ATTACHMENT 6

NORTHLINE RETAIL PUD

Aerial Map

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



- Leander City Limits
- Subject Boundary

EXHIBIT A

Northline Retail Planned Unit Development

I. Purpose and Intent

- A. The Northline Retail PUD (the “PUD”) is comprised of approximately 16.08 acres, as shown in **Exhibit B** (the “Property”). The development of this Property includes commercial / retail style development.
- B. The PUD has been designed to provide retail and commercial services to the surrounding area. The contents of this PUD further explain and illustrate the overall appearance and function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the Property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general development vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of non-residential uses and open space areas which are contemplated within the development.

II. Applicability and Base Zoning

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

GC-2-A (General Commercial)

III. Street Network

- A. All streets and roadways within the PUD shall be private.
- B. Perimeter block length requirements will be met through private drives.

IV. Prohibited/Allowed Uses

- A. The allowable uses shall include all commercial uses permitted in the GC use component.
- B. The following uses are prohibited:
 - 1. Animal hospital, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery.
 - 2. Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock.

3. Funeral home, including embalming and crematory facilities associated with an on-site funeral home or cemetery.
 4. Manufactured housing sales and accessory building sales.
 5. Office/warehouse including painting, plumbing or other similar commercial service.
 6. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals.
 7. New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
 8. Wholesale activities with less than 3,500 square feet of gross area of the business.
- C. Individual users shall not be limited to a maximum gross square footage in a single building. A single building shall not be limited to a maximum square footage of floor area.

V. Setbacks

- A. All setbacks shall comply with the City of Leander Composite Zoning Ordinance, except as modified below:

Nonresidential and District Setbacks

	Minimum Building Setback	Maximum Building Setback*
Main Street	0 feet	30 feet
Doctor Miller Street	0 feet	30 feet

*Maximum Street Side Setback may be amended as approved by the Planning Director.

Parking, Aisle, Loading, Canopies, Outdoor Display Setbacks

	Parking Setback
183A Toll Road	10 feet
San Gabriel Parkway	10 feet

VI. Landscaping

A. Landscape Requirements

1. Twenty-five percent (25%) of the required landscaped area and required plantings contained in the landscape requirements shall be installed between the front property lines and the building being constructed.
2. To reduce the thermal impact of unshaded parking lots, additional trees shall be planted as necessary so that the center point of each parking space is no more than 75 feet away from the trunk of a tree in Block C of **Exhibit C**.

B. Major Corridor Streetscape Standards

A parking lot located between the right-of-way and a building along a corridor shall not be required to be fully screened from view of the corridor to a height of four (4) feet with a wall or berm.

VII. Off-Street Parking.

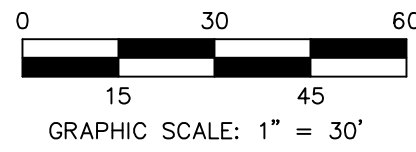
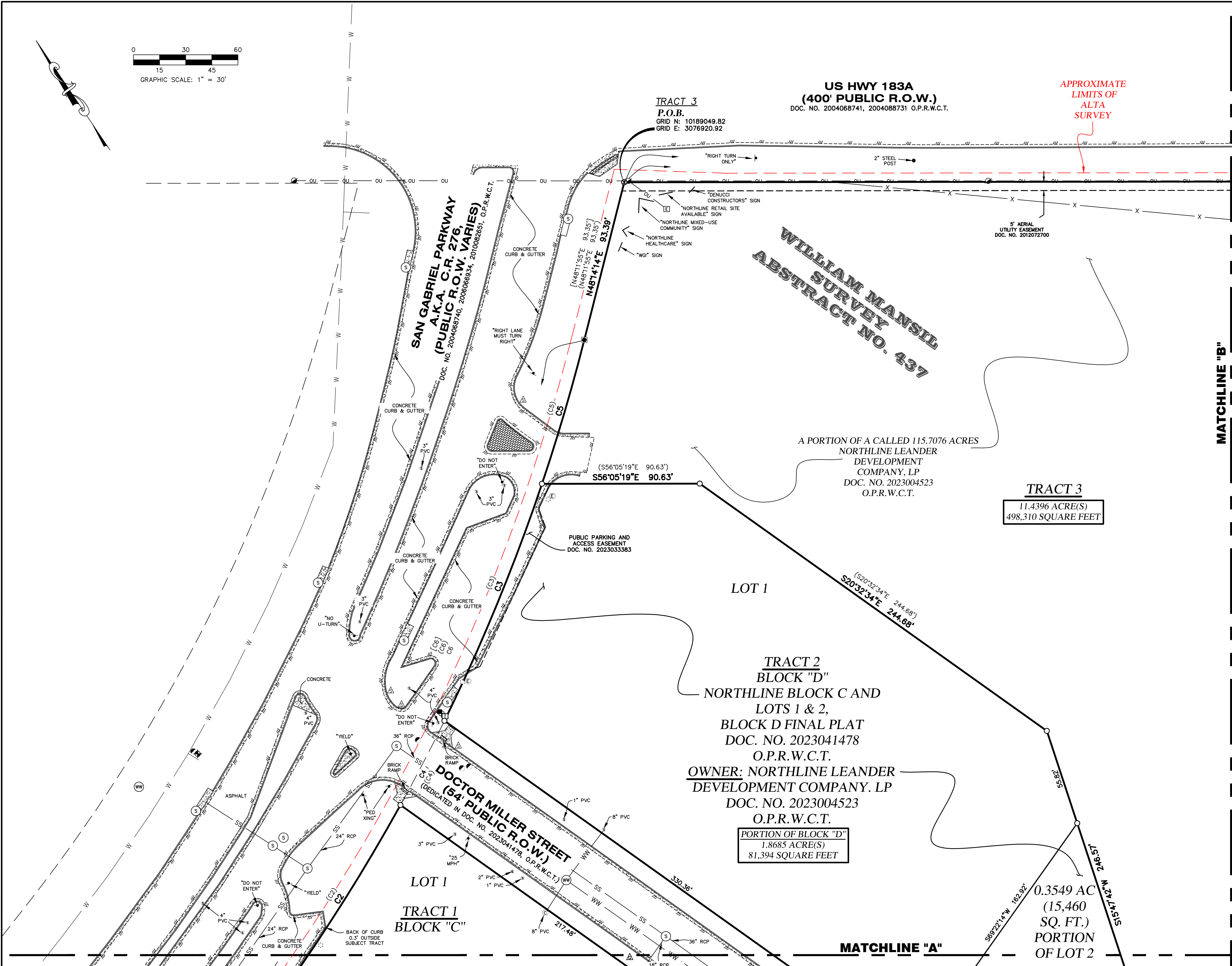
- A. Off-street parking shall be provided at a rate of no less than 1 space per 250 square feet across the PUD area. This shall be calculated across the entire PUD area as opposed to by use.

VIII. Signage.

- A. Two (2) multi-tenant pylon signs may be installed along 183A Toll Road.
- B. Maximum square feet of sign display area for multi-tenant pylon sign along a Toll Road may be up to five-hundred (500) square feet.
- C. Maximum square feet of sign display area for monument signs on an Arterial Road for developments 5 acres and greater may be three hundred fifty (350) square feet.
- D. Maximum height for monument signs on an Arterial Road for developments five (5) acres and greater may be thirty (30) feet.
- E. A Master Sign Plan may be approved by the Director of Planning for other areas of this PUD to provide additional allowances for wall signage for large scale tenants that are a minimum of twenty-thousand (20,000) square feet in size

IX. Sidewalks.

- A. A pedestrian connectivity plan shall be provided at the preliminary plat stage demonstrating connectivity between Northline Retail, Northline Subdivision, and sidewalks along adjacent roadways (183A Toll Road and San Gabriel Pkwy). The pedestrian connections may be phased and shall be permitted to connect to any future or existing sidewalks in Northline Retail, Northline Subdivision and sidewalks along adjacent roadways (183A Toll Road and San Gabriel Pkwy).



US HWY 183A
(400' PUBLIC R.O.W.)
DOC. NO. 2004068741, 2004088731 O.P.R.W.C.T.

APPROXIMATE
LIMITS OF
ALTA
SURVEY

TRACT 3
P.O.B.
GRID N: 10189049.82
GRID E: 3076920.92

WILLIAM MANSIE
SURVEY
ABSTRACT NO. 437

A PORTION OF A CALLED 115.7076 ACRES
NORTHLINE LEANDER
DEVELOPMENT
COMPANY, LP
DOC. NO. 2023004523
O.P.R.W.C.T.

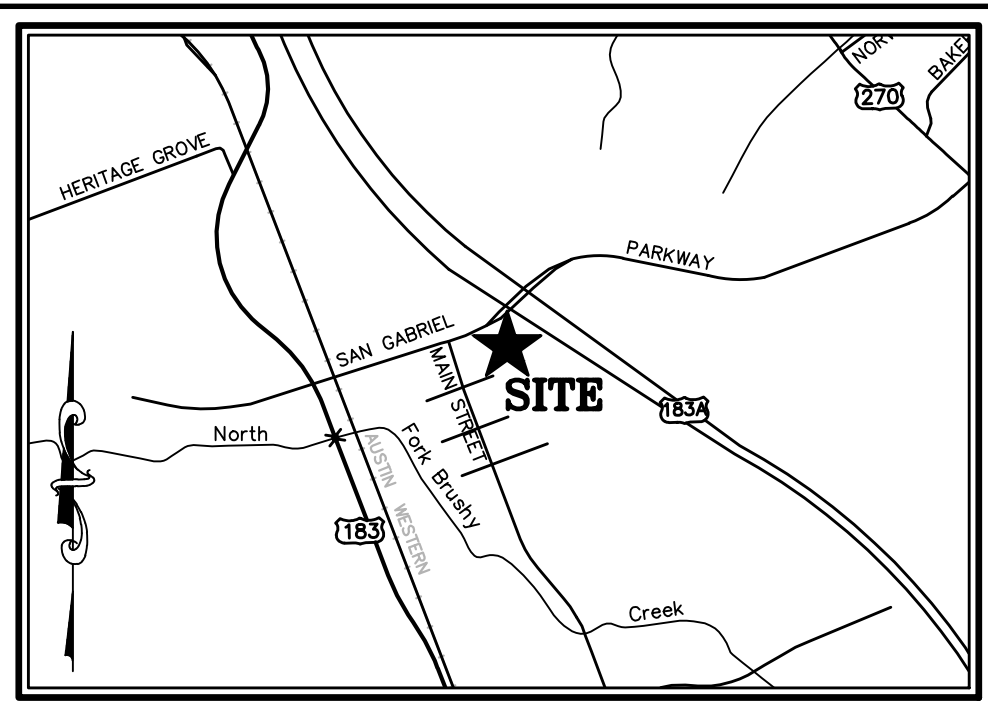
TRACT 3
11.4396 ACRE(S)
498,310 SQUARE FEET

TRACT 2
BLOCK "D"
NORTHLINE BLOCK C AND
LOTS 1 & 2,
BLOCK D FINAL PLAT
DOC. NO. 2023041478
O.P.R.W.C.T.
OWNER: NORTHLINE LEANDER
DEVELOPMENT COMPANY, LP
DOC. NO. 2023004523
O.P.R.W.C.T.

PORTION OF BLOCK "D"
1.8685 ACRE(S)
81,394 SQUARE FEET

0.3549 AC
(15,460
SQ. FT.)
PORTION
OF LOT 2

LEGEND	
—	PROPERTY LINE
- - -	ADJACENT PROPERTY LINES
- - -	EXISTING EASEMENT LINES
○	CALCULATED POINT
△	1/2" IRON ROD WITH "4WARD
○	BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND
●	(UNLESS NOTED)
●	IRON ROD WITH "BAKER AIKLEN"
●	CAP FOUND (UNLESS NOTED)
●	COTTON SPINDLE FOUND
●	TXDOT TYPE II BRASS DISC
●	FOUND (UNLESS NOTED)
△	SURVEY CONTROL POINT
●	BOLLARD POST (UNLESS NOTED)
●	CLEAN OUT
●	ELECTRIC JUNCTION BOX
●	ELECTRIC METER
●	ELECTRIC TRANSFORMER
●	FIRE HYDRANT
●	GAS VALVE
●	LIGHT POLE
●	STUB-OUT PIPE
●	TELECOMMUNICATIONS PEDESTAL
●	TELECOMMUNICATIONS MANHOLE
●	TRAFFIC SIGNAL POLE
●	WATER VALVE
●	WATER FAUCET
●	DRAIN INLET
●	STORM SEWER MANHOLE
●	WASTEWATER MANHOLE
●	WATER MANHOLE
●	SIGN (AS NOTED)
●	POWER/UTILITY POLE
●	GUY ANCHOR
●	GAS MARKER POST
●	STOP SIGN
●	PARKING SIGN
—	EDGE OF ASPHALT
—	GUARD RAIL
X	WIRE FENCE
G	GAS LINE
T	UNDERGROUND
—	TELECOMMUNICATIONS
OU	OVERHEAD UTILITY
WW	WASTEWATER LINE
W	WATER LINE
SS	STORM SEWER LINE
CONC	CONCRETE
BRICK	BRICK
STONE	STONE
CONC	CONCRETE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
P.O.B.	POINT OF BEGINNING
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS,
	TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER
	PLAT DOC. NO. 2023041478
[.....]	RECORD INFORMATION PER
	PLAT DOC. NO. 2023004523



VICINITY MAP
SCALE: 1" = 2000'

LEGAL DESCRIPTION:

TRACT 1: LOT(S) 1, 2, 3, 4 AND 5, BLOCK C, NORTHLINE BLOCK C AND LOTS 1 & 2, BLOCK D FINAL PLAT, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT 2: ALL OF LOT 1 AND A 0.3549 ACRE (15,460 SQ. FEET) PORTION OF LOT 2, BLOCK D, NORTHLINE BLOCK C AND LOTS 1 & 2, BLOCK D FINAL PLAT, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT 3: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 11.4396 ACRES, MORE OR LESS, SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, AND THE WILLIAM MANSIE SURVEY, ABSTRACT NO. 437, WILLIAMSON COUNTY, TEXAS.

TRACT 4: BEING A 0.0200 ACRE (870 SQUARE FEET) PORTION OF NORTHLINE STREET (54' PUBLIC RIGHT-OF-WAY), A PUBLIC RIGHT-OF-WAY IN THE CITY OF LEANDER DEDICATED IN DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000138805545.

SURVEY CONTROL:

STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS (NAVD 88) SHOWN HEREON WERE DERIVED FROM THE TEXAS COOPERATIVE NETWORK ON DATE 08-23-2016. 4WARD CONTROL POINT WAS CHECKED TO LCRA, MON AZ53, HAVING A PUBLISHED GRID COORDINATE & NAVD 88, ELEVATION OF N 10183259.8400, E 3077908.5950, ELEV. 972.29'.

FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE "X", AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48491C0455F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER 20, 2019.

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

UTILITY NOTE:

THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

GENERAL NOTES:

- PROPERTY ADDRESS: MAIN STREET, DOCTOR MILLER STREET, NORTHLINE STREET & SAN GABRIEL PARKWAY, LEANDER, TX 78641 (NO ADDRESS DETERMINATION WAS PROVIDED TO THE SURVEYOR FOR THE SUBJECT TRACTS)
- THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.
- THERE WERE NO BUILDINGS ON THIS TRACT AT THE TIME OF THE ON-THE-GROUND FIELD SURVEY.
- THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY.
- THIS SITE WAS UNDER CONSTRUCTION AT TIME OF THE ON-THE-GROUND FIELD SURVEY, SITE GRADING WAS OCCURRING ON THIS LOT AND THE SURROUNDING LOTS.
- AT THE TIME OF THE FIELD SURVEY, THERE WAS NO EVIDENCE THAT THIS SITE IS OR WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- THE PROPERTY IS NOT LOCATED WITHIN ANY WETLAND AREAS PER US DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY MAP.
- THERE WAS NO ZONING REPORT OR ZONING LETTER PROVIDED TO THE SURVEYOR AT THE TIME OF THE SURVEY.

ALTA/NSPS CERTIFICATION:
TO: NORTHLINE LEANDER DEVELOPMENT COMPANY, LP
CERCO DEVELOPMENT, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 8-9 AND 13 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON (MAY 18, 2022).

STEVEN M. DUARTE, R.P.L.S.
TEXAS REGISTRATION NO. 5940
SDUARTE@4WARDLS.COM

7/23/2024

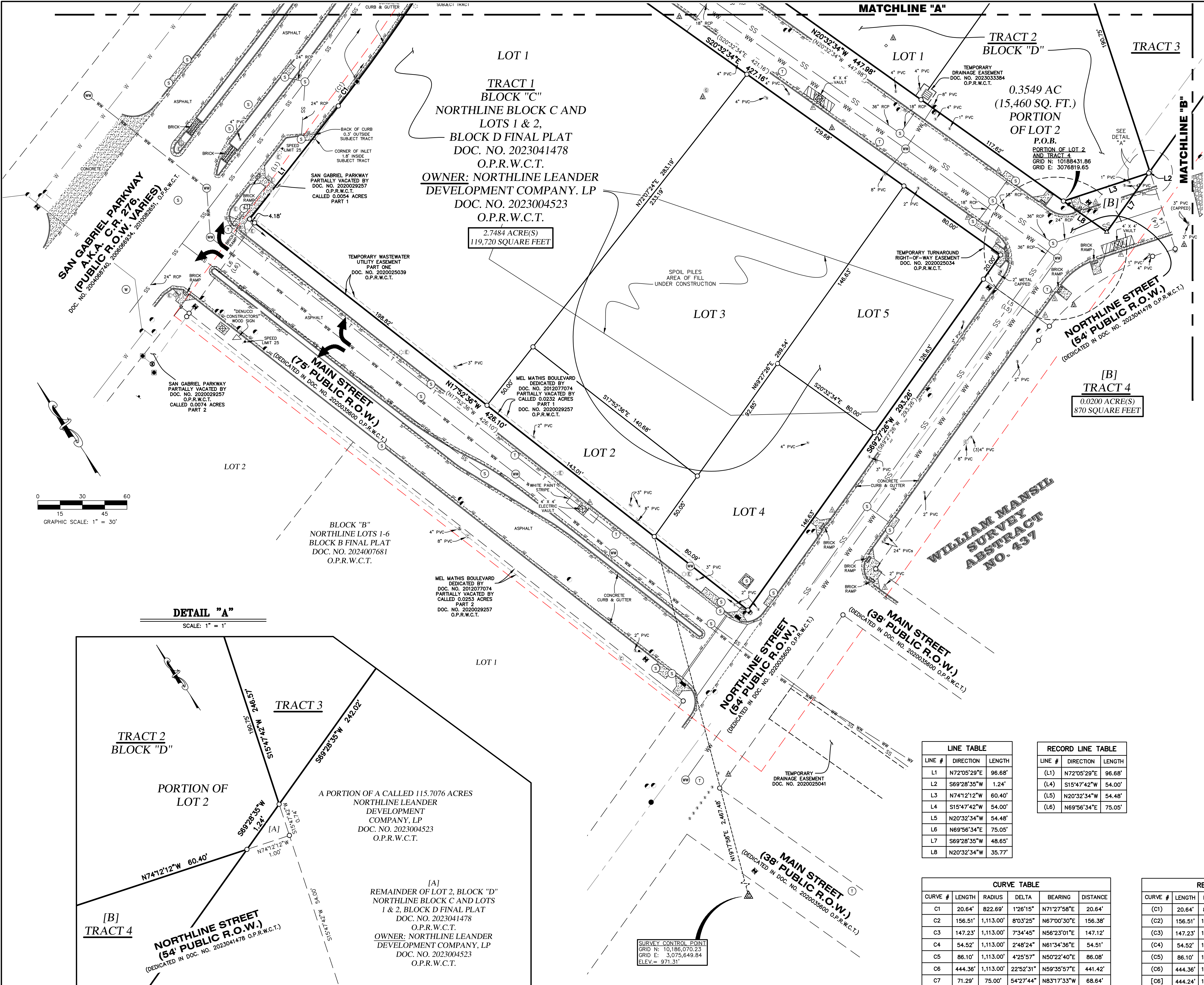
DATE



ALTA/NSPS LAND
TITLE SURVEY
City of Leander,
Williamson County,
Texas

4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TPELS FIRM #10114300

Date:	7/23/2024
Project:	00508
Scale:	1" = 30'
Reviewer:	PRB
Tech:	EBD
Field Crew:	SV/
Survey Date:	MAY 2024
Sheet:	1 OF 4



TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
G.F. NO.: 202401883
EFFECTIVE DATE: JUNE 21, 2024
ISSUED: JULY 3, 2024

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. []

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:

DOCUMENT NO. 2016069577 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
DOCUMENT NO. 2021137384 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
DOCUMENT NO. 2022007152 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
DOCUMENT NO. 2023011433 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
DOCUMENT NO. 2023011474 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
DOCUMENT NO. 2023037818 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO] AND
DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
ALL AS RECORDED IN WILLIAMSON COUNTY TEXAS.

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. DRAINAGE EASEMENTS GRANTED TO WILLIAMSON COUNTY, TEXAS, BY INSTRUMENT DATED DECEMBER 15, 2005, RECORDED UNDER DOCUMENT NO. 2005101028 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND AS AFFECTED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 2012077075 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

B. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, TEXAS, BY INSTRUMENT DATED OCTOBER 25, 2007, RECORDED UNDER DOCUMENT NO. 2007090878 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

C. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AND REIMBURSEMENT AGREEMENT DATED OCTOBER 6, 2011, RECORDED UNDER DOCUMENT NO. 2011086122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. ADDENDUM TO AGREEMENT RECORDED UNDER DOCUMENT NO. 2013032923 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. AMENDED ADDENDUM TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR THE VILLAGE AT LEANDER STATION RECORDED UNDER DOCUMENT NO. 2014037224 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SECOND ADDENDUM TO THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR THE VILLAGE AT LEANDER STATION RECORDED UNDER DOCUMENT NO. 2016043754 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO]

D. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR RB 270 PARTNERSHIP DATED OCTOBER 6, 2011, RECORDED UNDER DOCUMENT NO. 201086121 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED UNDER DOCUMENT NO. 2012077075, 2016010199 AND 2018030796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING FURTHER AFFECTED BY ASSIGNMENTS RECORDED UNDER DOCUMENT NOS. 2019056977 AND 2022069980 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO]

E. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, TEXAS, BY INSTRUMENT DATED APRIL 17, 2012, RECORDED UNDER DOCUMENT NO. 2012097782 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT - EXPIRED]

F. TEMPORARY TURNAROUND RIGHT-OF-WAY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025034 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO - SHOWN ON SURVEY]

G. TEMPORARY TURNAROUND RIGHT-OF-WAY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025035 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

H. TEMPORARY WATER QUALITY POND EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025037 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

I. TEMPORARY WASTEWATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025039 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO - SHOWN ON SURVEY]

J. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025041 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

K. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

L. LIENS SECURING ASSESSMENTS AND/OR CHARGES PAYABLE TO NORTHLINE PROPERTY OWNERS' MASTER ASSOCIATION AS SET OUT IN AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHLINE PROPERTY OWNERS MASTER ASSOCIATION RECORDED UNDER DOCUMENT NO. 2023011433 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO]

COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THE POLICY IF THIS ITEM IS NOT SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE. (LOAN POLICY ONLY) (FIRST LIEN PURCHASE MONEY AND/OR CONSTRUCTION LIEN)

M. TEMPORARY WASTEWATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025039 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO - SHOWN ON SURVEY]

N. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT FOR THE NORTHLINE PUD DATED JUNE 7, 2018, RECORDED UNDER DOCUMENT NO. 2018050888 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND RE-RECORDED UNDER DOCUMENT NO. 2018070935 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING FURTHER AFFECTED BY ASSIGNMENTS RECORDED UNDER DOCUMENT NOS. 2019060935, 2019060936, 2022074891, 2022069967 AND 2023040424 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO]

O. THE RIGHTS OF UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT TO LEVY TAXES AND ISSUE BONDS. [SUBJECT TO]

P. SUBJECT TO ALL DEFINITIONS, EASEMENTS, COVENANTS, LIMITATIONS, CONDITIONS, RIGHTS, PRIVILEGES, OBLIGATIONS, LIABILITIES, AND ALL OTHER TERMS AND PROVISIONS OF THAT CERTAIN AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHLINE, RECORDED UNDER DOCUMENT NO. 2023011433 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO]

Q. SUBJECT TO ALL DEFINITIONS, EASEMENTS, COVENANTS, LIMITATIONS, CONDITIONS, RIGHTS, PRIVILEGES, OBLIGATIONS, LIABILITIES, AND ALL OTHER TERMS AND PROVISIONS OF THAT CERTAIN SECOND AMENDED AND RESTATED NORTHLINE DOWNTOWN DISTRICT SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED UNDER DOCUMENT NO. 2023011474 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]

R. LIENS SECURING ASSESSMENTS AND/OR CHARGES PAYABLE TO THE NORTHLINE DOWNTOWN ASSOCIATION AS SET OUT IN SECOND AMENDED AND RESTATED NORTHLINE DOWNTOWN DISTRICT SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER DOCUMENT NO. 2023011474 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]

COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THE POLICY IF THIS ITEM IS NOT SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE. (LOAN POLICY ONLY)

ALTA/NSPS LAND
TITLE SURVEY
City of Leander,
Williamson County,
Texas

4WARD

Land Surveying

A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLANDSURVEYING.COM (512) 537-2384
TSP#15 FIRM#10174300

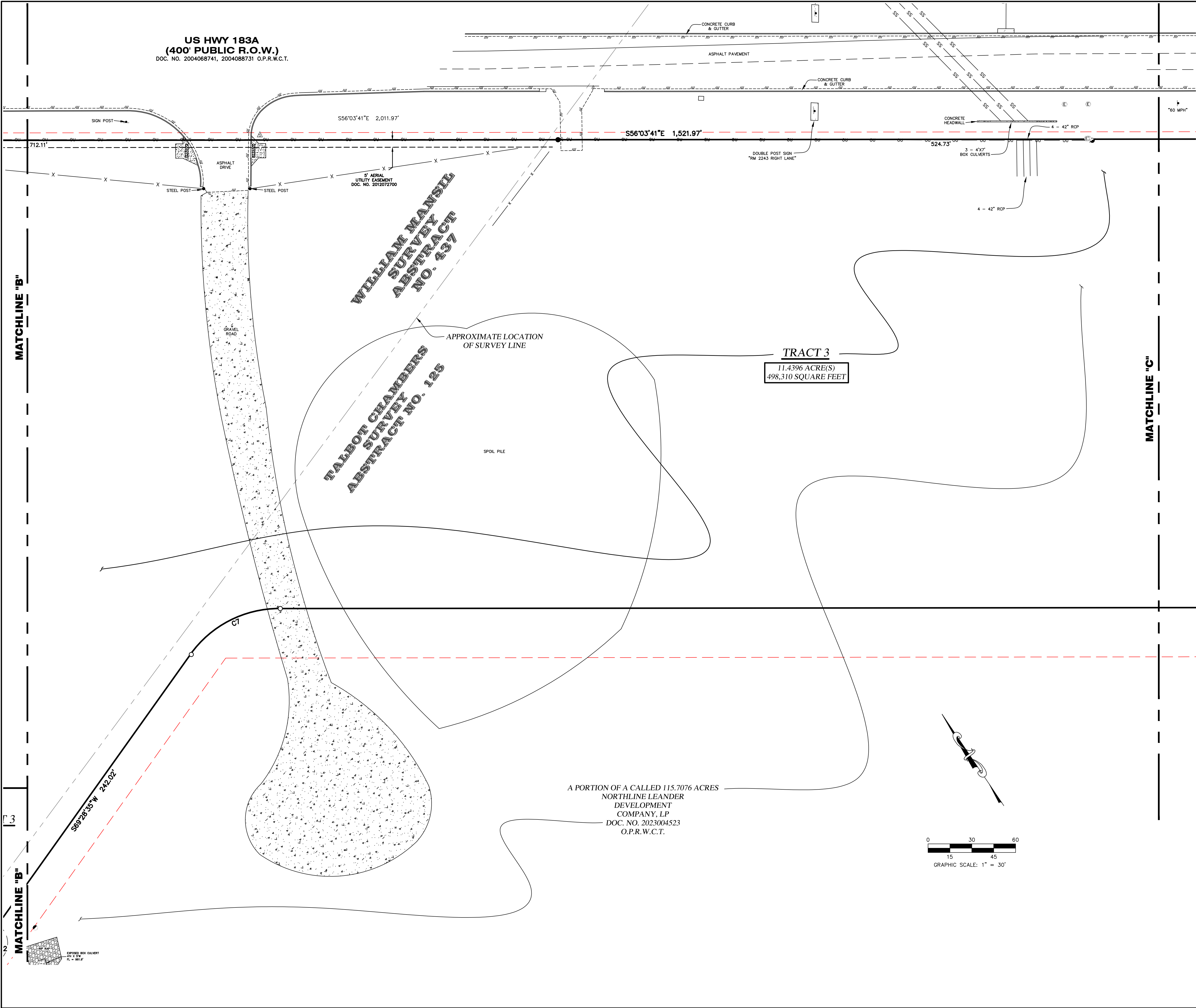
Date: 7/23/2024
Project: 00508
Scale: 1" = 30'
Reviewer: PRB
Tech: EBD
Field Crew: SV/
Survey Date: MAY 2024
Sheet: 2 OF 4

P:\00508\Drawings\Northline ALTA TOPO TREE\00508_NORTHLINE BLOCKS CD\X.H-REV.dwg
Page 663 of 703

US HWY 183A
(400' PUBLIC R.O.W.)
DOC. NO. 2004068741, 2004088731 O.P.R.W.C.T.

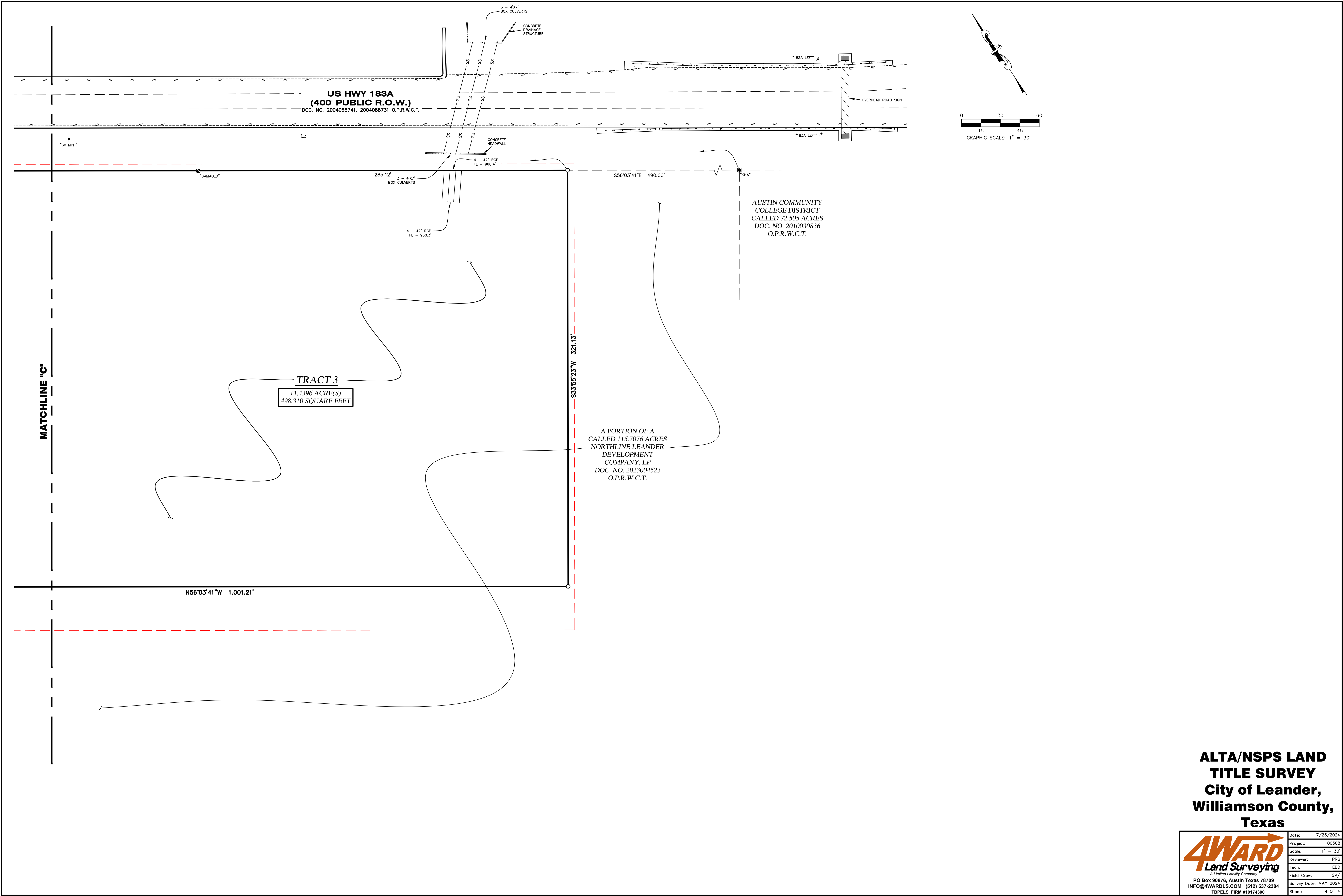
TITLE COMMITMENT NOTES (CONTINUED):

- S. THE TERMS, CONDITIONS AND STIPULATIONS OF THE NORTHLINE PUD DEVELOPMENT AND REIMBURSEMENT AGREEMENT, AN UNRECORDED AGREEMENT, DATED AUGUST 28, 2018, AS AFFECTED BY DOCUMENT NO. 2021122114 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER AFFECTED BY ASSIGNMENTS RECORDED UNDER DOCUMENT NOS. 2019056973, 2019107846 AND 2022069984 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
- T. PUBLIC PARKING AND ACCESS EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED APRIL 24, 2023, RECORDED UNDER DOCUMENT NO. 2023033383 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO - SHOWN ON SURVEY]
- U. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED APRIL 24, 2023, RECORDED UNDER DOCUMENT NO. 2023033384 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO - SHOWN ON SURVEY]
- Y. AERIAL UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., BY INSTRUMENT DATED APRIL 31, 2012, RECORDED UNDER DOCUMENT NO. 2012072700 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (TRACT 3) [SUBJECT TO - SHOWN ON SURVEY]



ALTA/NSPS LAND
TITLE SURVEY
City of Leander,
Williamson County,
Texas

 4WARD <i>Land Surveying</i> A Limited Liability Company PO Box 90876, Austin Texas 78709 INFO@4WARDLS.COM (512) 537-2384 TPELS FIRM #10174300	Date: 7/23/2024
	Project: 00508
	Scale: 1" = 30'
	Reviewer: PRB
	Tech: EBD
	Field Crew: SV/
Survey Date: MAY 2024	
Sheet: 3 OF 4	



**ALTA/NSPS LAND
TITLE SURVEY
City of Leander,
Williamson County,
Texas**

4WARD Land Surveying A Limited Liability Company PO Box 90876, Austin Texas 78709 INFO@4WARDLS.COM (512) 537-2384 TPELS FIRM #10174300	Date:	7/23/2024
	Project:	00508
	Scale:	1" = 30'
	Reviewer:	PRB
	Tech:	EBD
	Field Crew:	SV/
	Survey Date:	MAY 2024
	Sheet:	4 OF 4

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.4432 ACRES (498,464 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 AND THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 47.5871 ACRES TRACT AND THE REMAINDER OF A CALLED 22.781 ACRES TRACT CONVEYED TO NORTHLINE LEANDER DEVELOPMENT COMPANY, LP IN DOCUMENT NO. 2023004523 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 11.4432 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a cotton gin spindle found being the intersection of the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) dedicated in Document No. 2004068741 and Document No. 2004088731 (O.P.R.W.C.T.) and the south right-of-way line of San Gabriel Parkway - County Road 276 (right-of-way varies) dedicated in Document No. 2004068740, Document No. 2006066934 and Document No. 2010082651, and being the northwest corner of said Northline Leander Development Company Tract, and being the north corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the south right-of-way line of said San Gabriel Parkway, along the southwest right-of-way line of U.S. Highway 183A and the northeast line of said Northline Leander Development Company tract **S56°03'41"E**, passing at a distance of 712.11 feet a 1/2-inch iron rod found, passing at a distance of 1,236.84 feet a Texas Department of Transportation (TxDOT) Type II concrete monument found, in all a distance of **1,521.97** feet to a 1/2-inch iron rod with "4Ward-boundary" cap set for the east corner hereof;

THENCE, leaving the southwest right-of-way line of U.S. Highway 183A over and across said Northline Leander Development Company tract the following four (4) courses and distances:

- 1) **S33°55'23"W**, a distance of **321.13** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **N56°03'41"W**, a distance of **1,000.58** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof,
- 3) Along the arc of a curve to the left, whose radius is **75.00** feet, whose arc length is **71.32** feet and whose chord bears **N83°18'07"W**, a distance of **68.66** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of tangency hereof,
- 4) **S69°27'26"W**, a distance of **242.79** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being in the north right-of-way line of Northline Street (54' right-of-way, dedicated in Document No. 2023041478 (O.P.R.W.C.T.);

THENCE, leaving the north right-of-way line of Northline Street, in part with the east and north lines of Lot 1 and Lot 2, Block D, Northline Block C and Lots 1 & 2 Block D Final Plat, a subdivision recorded in Document No. 2023041478 (O.P.R.W.C.T.) the following three (3) courses and distances:

- 1) **N15°47'42"E**, passing at a distance of 196.95 feet a 1/2-inch iron rod with "4Ward-Boundary" cap set for the common east corner of said Lot 2 and said Lot 1 of Block D, in all a distance of **247.31** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,

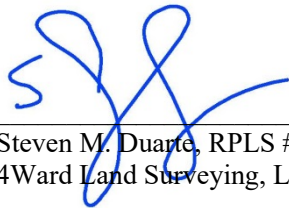
- 2) **N20°32'34"W**, a distance of **244.68** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point hereof,
- 3) **N56°05'19"W**, a distance of **90.63** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point hereof, being in the south right-of-way line of said San Gabriel Parkway - County Road 276, being the northeast corner of said Lot 1, Block D;

THENCE, leaving the north east line of said Lot 1, Block D, with the south right-of-way line of said San Gabriel Parkway - County Road 276 the following two (2) courses and distances:

- 1) Along the arc of a curve to the left, whose radius is **1,113.00** feet, whose arc length is **86.10** feet and whose chord bears **N50°22'40"E**, a distance of **86.08** feet to a 1/2-inch iron rod with “Baker Aiklen” cap set for a tangent point and angle point hereof, and
- 2) **N48°14'14"E**, a distance of **93.39** feet to the **POINT OF BEGINNING** hereof, containing 11.4432 Acres (498,464 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_NORTHLINE BLOCKS C, D, K & H.dwg)



5/28/24

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



EXHIBIT “ ”

Lot 2, Block D, Northline Block C and Lots 1 & 2 Block D Final Plat

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.3549 ACRES (15,460 SQUARE FEET) OUT OF THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK D, NORTHLINE BLOCK C AND LOTS 1 & 2 BLOCK D FINAL PLAT, A SUBDIVISION RECORDED IN DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 2 CONVEYED TO NORTHLINE LEANDER DEVELOPMENT COMPANY, LP IN DOCUMENT NO. 2023004523 (O.P.R.W.C.T.), SAID 0.3549 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the east right-of-way line of Doctor Miller Street (54’ right-of-way) and the north right-of-way line of Northline Street (54’ right-of-way), being the southwest corner of said Lot 2, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north right-of-way line of said Northline Street, with the east right-of-way line of said Doctor Miller Street and the west line of said Lot 2, **N20°32’34”W**, a distance of **117.62** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northwest corner hereof, being the common west corner of said Lot 2 and Lot 1 of said Northline Block C and Lots 1 & 2 Block D Final Plat;

THENCE, leaving the east right-of-way line of said Doctor Miller Street, with the common line of said Lot 2 and said Lot 1, **N69°22’14”E**, a distance of **162.92** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northeast corner hereof, being the common east corner of said Lot 2 and said Lot 1;

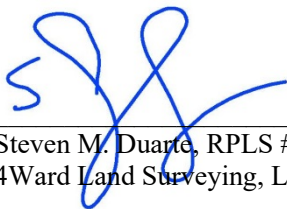
THENCE, leaving the south line of said Lot 1, with the east line of said Lot 2, **S15°47’42”W**, a distance of **190.75** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the southeast corner hereof, from which a 1/2-inch iron rod with “4Ward-Boundary” cap set for the southeast corner of said Lot 2, being the northeast corner of said Northline Street bears, **S15°47’42”W**, a distance of 0.74 feet;

THENCE, leaving the east line of said Lot 2, over and across said Lot 2, **S69°28’35”W**, a distance of **1.24** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point in the south line hereof, being in the south line of said Lot 2 and the north right-of-way line of said Northline Street;

THENCE, with the south line of said Lot 2 and the north right-of-way line of said Northline Street, **N74°12’12”W**, a distance of **60.40** feet to the **POINT OF BEGINNING** hereof, containing 0.3549 Acres (15,460 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_NORTHLINE BLOCKS C, D, K & H.dwg)


Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

7/18/24

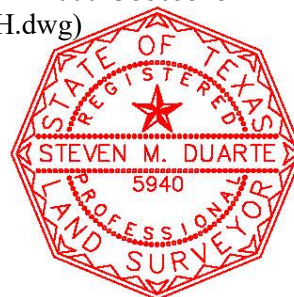


EXHIBIT “ ”

Northline Street (54' Public Right-of-Way)

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0200 ACRES (870 SQUARE FEET) OUT OF THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF NORTHLINE STREET (54' PUBLIC RIGHT-OF-WAY), A PUBLIC RIGHT-OF-WAY IN THE CITY OF LEANDER, TEXAS DEDICATED IN DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0200 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the east right-of-way line of Doctor Miller Street (54' right-of-way) and the north right-of-way line of Northline Street (54' right-of-way), being the southwest corner of said Lot 2, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the east right-of-way line of said Doctor Miller Street, with the north right-of-way line of said Northline Street and the south line of Lot 2, Block D, Northline Block C and Lots 1 & 2, Block D Final Plat, a subdivision recorded in Document No. 2023041478 (O.P.R.W.C.T.), **S74°14'12”E**, a distance of **60.40** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the east corner hereof;

THENCE, leaving the south line of said Lot 2, over and across said Northline Street the following two (2) courses and distances:

- 1) **S69°28'35”W**, a distance of **48.65** feet to a calculated point for the south corner hereof,
- 2) **N20°32'34”W**, a distance of **35.77** feet to the **POINT OF BEGINNING** hereof, containing 0.0200 Acres (870 Square Feet) more or less.

NOTE:

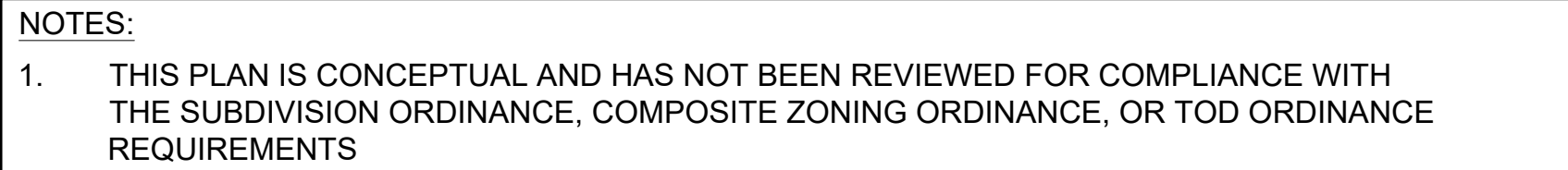
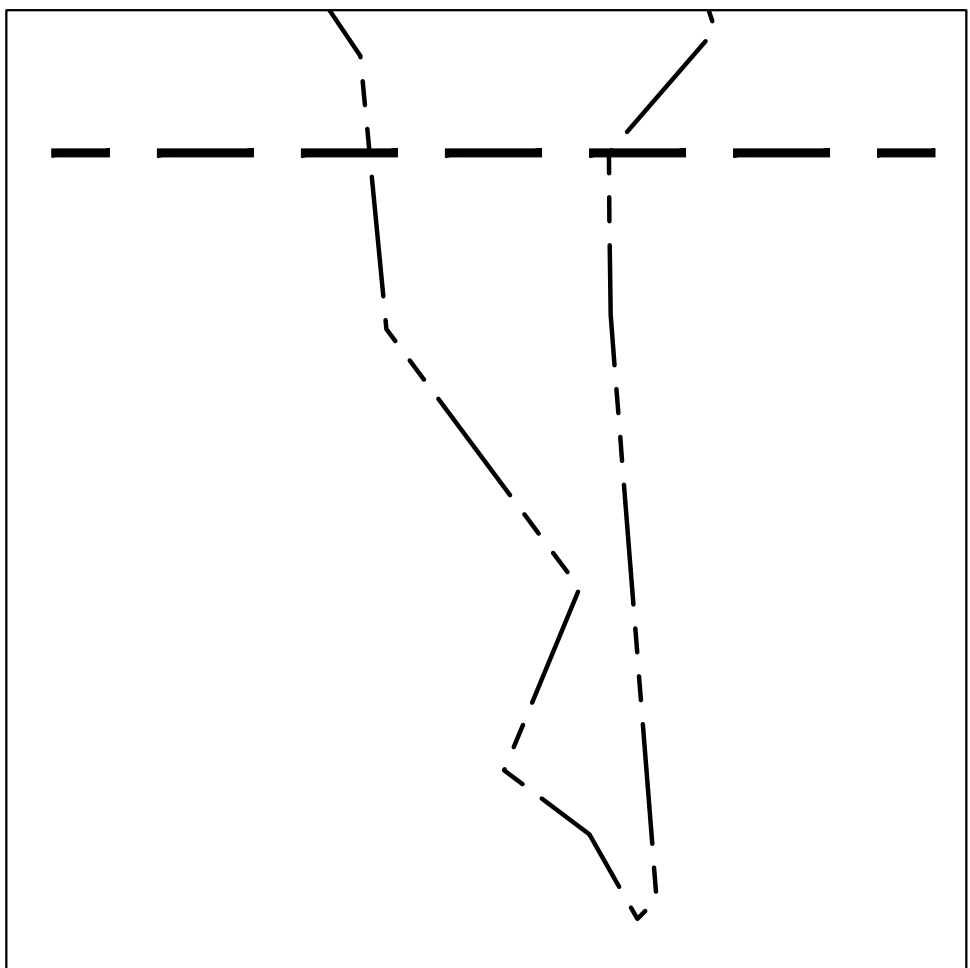
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_NORTHLINE BLOCKS C, D, K & H.dwg)

A handwritten signature in blue ink, appearing to read "S. Duarte", written over a horizontal line.

7/23/24

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC





- *NOTE:FINAL ACREAGE SUBJECT TO CHANGE
PENDING COORDINATION WITH APPROVED
STREET SECTIONS

Bradley Wilkins



STATE OF TEXAS
BRADLEY M. WILKINS
141652
LICENSED
PROFESSIONAL ENGINEER

EXHIBIT C

CONCEPTUAL SITE LAYOUT AND LAND USE PLAN

ENDEAVOR NORTHLINE RETAIL PHASE 1

CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

[illegible]

EXHIBIT A

Northline Retail Planned Unit Development

I. Purpose and Intent

- A. The Northline Retail PUD (the “PUD”) is comprised of approximately 16.08 acres, as shown in **Exhibit B** (the “Property”). The development of this Property includes commercial / retail style development.
- B. The PUD has been designed to provide retail and commercial services to the surrounding area. The contents of this PUD further explain and illustrate the overall appearance and function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the Property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general development vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of non-residential uses and open space areas which are contemplated within the development.

II. Applicability and Base Zoning

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

GC-2-A (General Commercial)

III. Street Network

- A. All streets and roadways within the PUD shall be private.
- B. Perimeter block length requirements will be met through private drives.

IV. Prohibited/Allowed Uses

- A. The allowable uses shall include all commercial uses permitted in the GC use component.
- B. The following uses are prohibited:
 - 1. Animal hospital, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery.
 - 2. Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock.

3. Funeral home, including embalming and crematory facilities associated with an on-site funeral home or cemetery.
 4. Manufactured housing sales and accessory building sales.
 5. Office/warehouse including painting, plumbing or other similar commercial service.
 6. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals.
 7. New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
 8. Wholesale activities with less than 3,500 square feet of gross area of the business.
- C. Individual users shall not be limited to a maximum gross square footage in a single building. A single building shall not be limited to a maximum square footage of floor area.

V. Setbacks

- A. All setbacks shall comply with the City of Leander Composite Zoning Ordinance, except as modified below:

Nonresidential and District Setbacks

	Minimum Building Setback	Maximum Building Setback*
Main Street	0 feet	30 feet
Doctor Miller Street	0 feet	30 feet

*Maximum Street Side Setback may be amended as approved by the Planning Director.

Parking, Aisle, Loading, Canopies, Outdoor Display Setbacks

	Parking Setback
183A Toll Road	10 feet
San Gabriel Parkway	10 feet

VI. Landscaping

A. Landscape Requirements

1. Twenty-five percent (25%) of the required landscaped area and required plantings contained in the landscape requirements shall be installed between the front property lines and the building being constructed.
2. To reduce the thermal impact of unshaded parking lots, additional trees shall be planted as necessary so that the center point of each parking space is no more than 75 feet away from the trunk of a tree in Block C of **Exhibit C**.

B. Major Corridor Streetscape Standards

A parking lot located between the right-of-way and a building along a corridor shall not be required to be fully screened from view of the corridor to a height of four (4) feet with a wall or berm.

VII. Off-Street Parking.

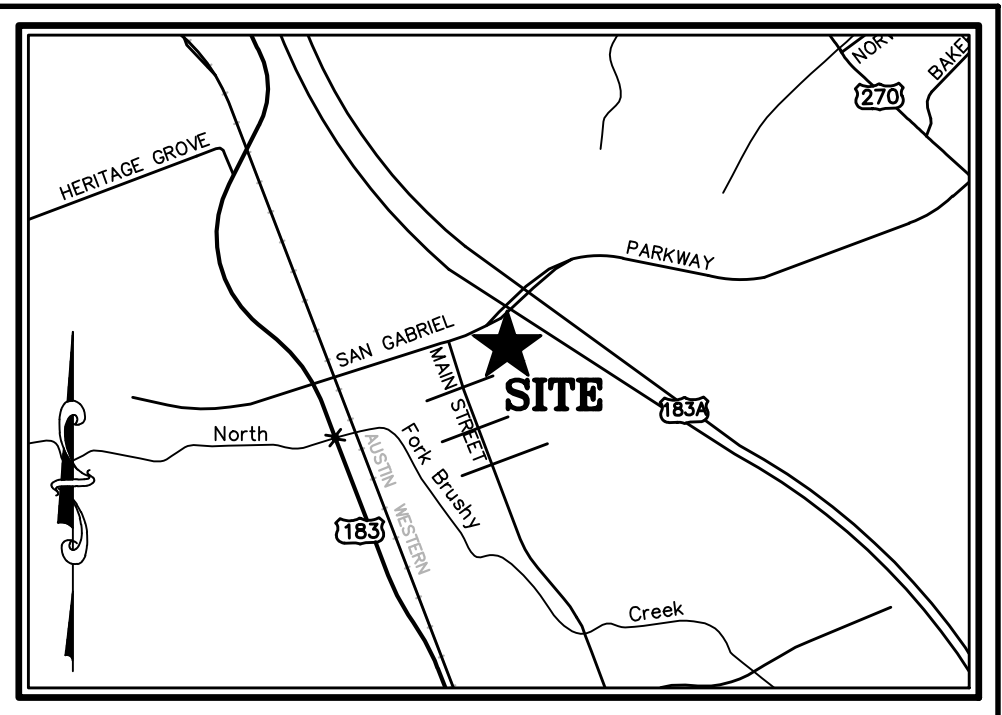
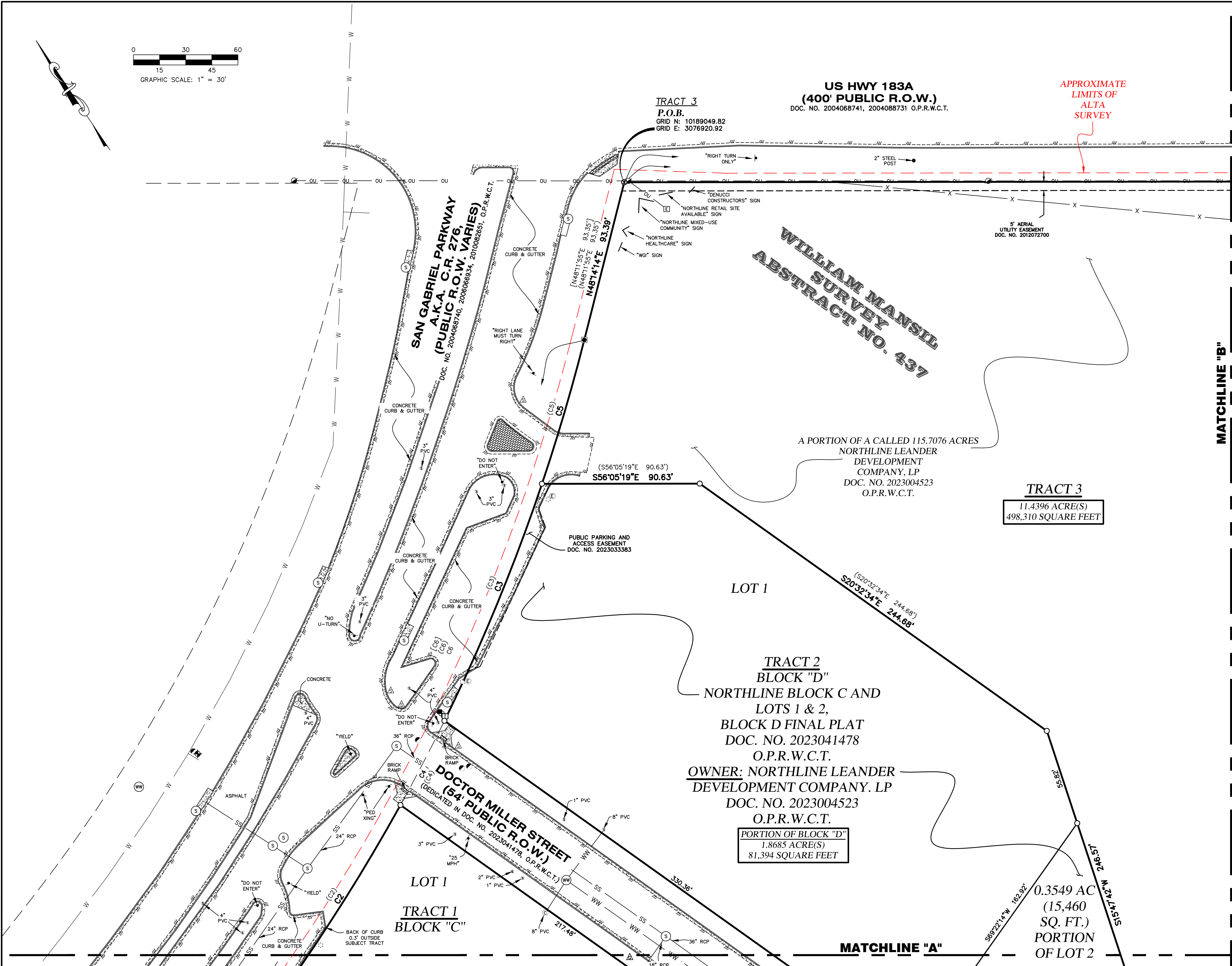
- A. Off-street parking shall be provided at a rate of no less than 1 space per 250 square feet across the PUD area. This shall be calculated across the entire PUD area as opposed to by use.

VIII. Signage.

- A. Two (2) multi-tenant pylon signs may be installed along 183A Toll Road.
- B. Maximum square feet of sign display area for multi-tenant pylon sign along a Toll Road may be up to five-hundred (500) square feet.
- C. Maximum square feet of sign display area for monument signs on an Arterial Road for developments 5 acres and greater may be three hundred fifty (350) square feet.
- D. Maximum height for monument signs on an Arterial Road for developments five (5) acres and greater may be thirty (30) feet.
- E. A Master Sign Plan may be approved by the Director of Planning for other areas of this PUD to provide additional allowances for wall signage for large scale tenants that are a minimum of twenty-thousand (20,000) square feet in size

IX. Sidewalks.

- A. A pedestrian connectivity plan shall be provided at the preliminary plat stage demonstrating connectivity between Northline Retail, Northline Subdivision, and sidewalks along adjacent roadways (183A Toll Road and San Gabriel Pkwy). The pedestrian connections may be phased and shall be permitted to connect to any future or existing sidewalks in Northline Retail, Northline Subdivision and sidewalks along adjacent roadways (183A Toll Road and San Gabriel Pkwy).



LEGEND	
—	PROPERTY LINE
- - -	ADJACENT PROPERTY LINES
- - -	EXISTING EASEMENT LINES
○	CALCULATED POINT
△	1/2" IRON ROD WITH "4WARD
●	BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND
●	(UNLESS NOTED)
●	IRON ROD WITH "BAKER AIKLEN"
●	CAP FOUND (UNLESS NOTED)
●	COTTON SPINDLE FOUND
●	TXDOT TYPE II BRASS DISC
●	FOUND (UNLESS NOTED)
△	SURVEY CONTROL POINT
●	BOLLARD POST (UNLESS NOTED)
●	CLEAN OUT
●	ELECTRIC JUNCTION BOX
●	ELECTRIC METER
●	ELECTRIC TRANSFORMER
●	FIRE HYDRANT
●	GAS VALVE
●	LIGHT POLE
●	STUB-OUT PIPE
●	TELECOMMUNICATIONS PEDESTAL
●	TELECOMMUNICATIONS MANHOLE
●	TRAFFIC SIGNAL POLE
●	WATER VALVE
●	WATER FAUCET
●	DRAIN INLET
●	STORM SEWER MANHOLE
●	WASTEWATER MANHOLE
●	WATER MANHOLE
●	SIGN (AS NOTED)
●	POWER/UTILITY POLE
●	GUY ANCHOR
●	GAS MARKER POST
●	STOP SIGN
●	PARKING SIGN
—	EDGE OF ASPHALT
—	GUARD RAIL
X	WIRE FENCE
G	GAS LINE
T	UNDERGROUND TELECOMMUNICATIONS
OU	OVERHEAD UTILITY
WW	WASTEWATER LINE
W	WATER LINE
SS	STORM SEWER LINE
CONC	CONCRETE
BRICK	BRICK
STONE	STONE
CONC	CONCRETE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
P.O.B.	POINT OF BEGINNING
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT DOC. NO. 2023041478
[.....]	RECORD INFORMATION PER PLAT DOC. NO. 202304523

LEGAL DESCRIPTION:

TRACT 1: LOT(S) 1, 2, 3, 4 AND 5, BLOCK C, NORTHLINE BLOCK C AND LOTS 1 & 2, BLOCK D FINAL PLAT, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT 2: ALL OF LOT 1 AND A 0.3549 ACRE (15,460 SQ. FEET) PORTION OF LOT 2, BLOCK D, NORTHLINE BLOCK C AND LOTS 1 & 2, BLOCK D FINAL PLAT, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT 3: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 11.4396 ACRES, MORE OR LESS, SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, AND THE WILLIAM MANSIE SURVEY, ABSTRACT NO. 437, WILLIAMSON COUNTY, TEXAS.

TRACT 4: BEING A 0.0200 ACRE (870 SQUARE FEET) PORTION OF NORTHLINE STREET (54' PUBLIC RIGHT-OF-WAY), A PUBLIC RIGHT-OF-WAY IN THE CITY OF LEANDER DEDICATED IN DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000138805545.

SURVEY CONTROL:

STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS (NAVD 88) SHOWN HEREON WERE DERIVED FROM THE TEXAS COOPERATIVE NETWORK ON DATE 08-23-2016. 4WARD CONTROL POINT WAS CHECKED TO LCRA, MON AZ53, HAVING A PUBLISHED GRID COORDINATE & NAVD 88, ELEVATION OF N 10183259.8400, E 3077908.5950, ELEV. 972.29'.

FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE "X", AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48491C0455F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER 20, 2019.

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

UTILITY NOTE:

THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

GENERAL NOTES:

- 1) PROPERTY ADDRESS: MAIN STREET, DOCTOR MILLER STREET, NORTHLINE STREET & SAN GABRIEL PARKWAY, LEANDER, TX 78641 (NO ADDRESS DETERMINATION WAS PROVIDED TO THE SURVEYOR FOR THE SUBJECT TRACTS)
- 2) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.
- 3) THERE WERE NO BUILDINGS ON THIS TRACT AT THE TIME OF THE ON-THE-GROUND FIELD SURVEY.
- 4) THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY.
- 5) THIS SITE WAS UNDER CONSTRUCTION AT TIME OF THE ON-THE-GROUND FIELD SURVEY, SITE GRADING WAS OCCURRING ON THIS LOT AND THE SURROUNDING LOTS.
- 6) AT THE TIME OF THE FIELD SURVEY, THERE WAS NO EVIDENCE THAT THIS SITE IS OR WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- 7) THE PROPERTY IS NOT LOCATED WITHIN ANY WETLAND AREAS PER US DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY MAP.
- 8) THERE WAS NO ZONING REPORT OR ZONING LETTER PROVIDED TO THE SURVEYOR AT THE TIME OF THE SURVEY.

ALTA/NSPS CERTIFICATION:
TO: NORTHLINE LEANDER DEVELOPMENT COMPANY, LP
CERCO DEVELOPMENT, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 8-9 AND 13 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON (MAY 18, 2022).

STEVEN M. DUARTE, R.P.L.S.
TEXAS REGISTRATION NO. 5940
SDUARTE@4WARDLS.COM

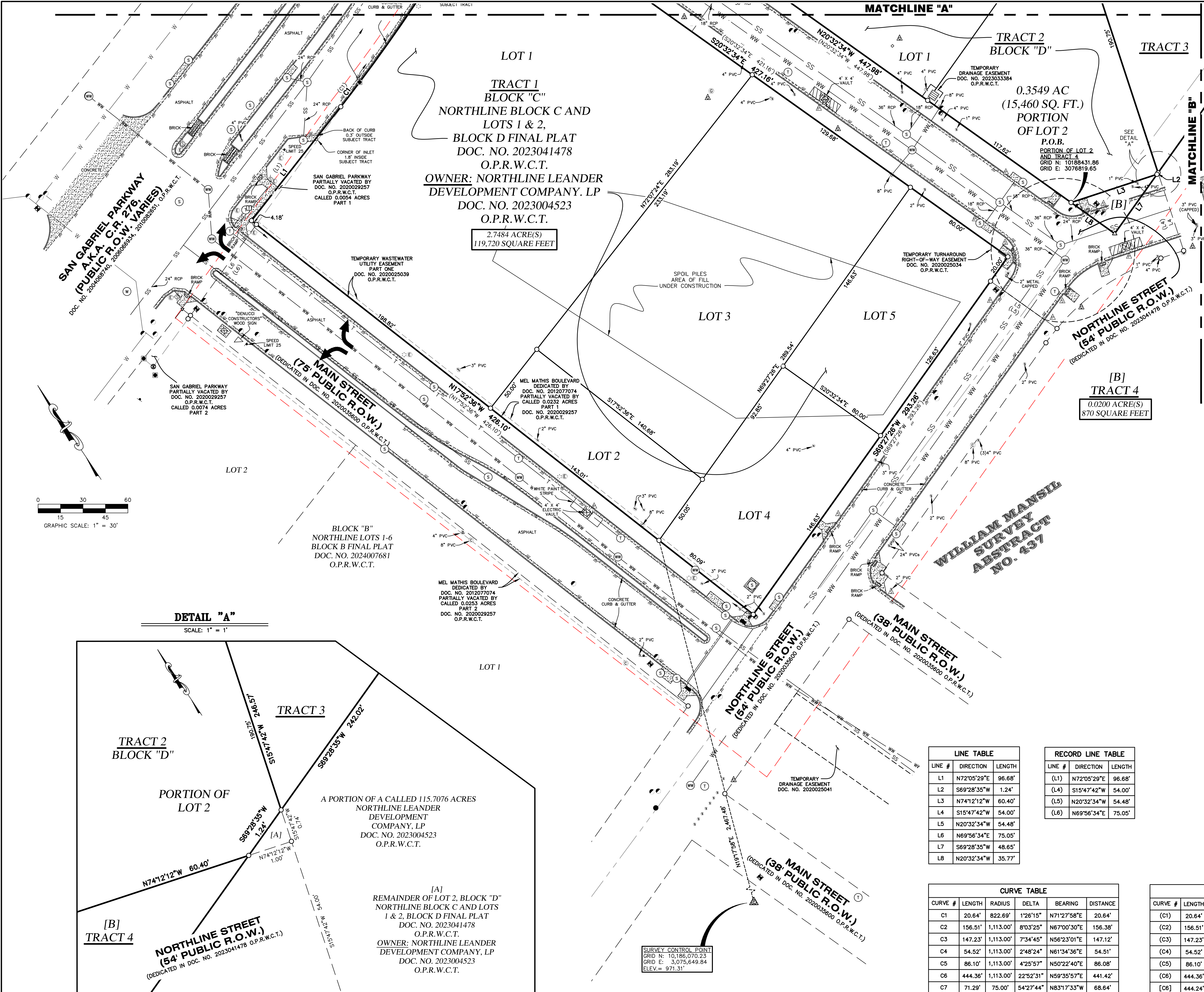
7/23/2024



**ALTA/NSPS LAND
TITLE SURVEY**
**City of Leander,
Williamson County,
Texas**



Date:	7/23/2024
Project:	00508
Scale:	1" = 30'
Reviewer:	PRB
Tech:	EBD
Field Crew:	SV/
Survey Date:	MAY 2024
Sheet:	1 OF 4



TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
G.F. NO.: 202401883
EFFECTIVE DATE: JUNE 21, 2024
ISSUED: JULY 3, 2024

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. []

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:

DOCUMENT NO. 2016069577 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
DOCUMENT NO. 2021137384 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
DOCUMENT NO. 2022007152 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
DOCUMENT NO. 2023011433 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
DOCUMENT NO. 2023011474 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
DOCUMENT NO. 2023037818 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO] AND
DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS; [SUBJECT TO]
ALL AS RECORDED IN WILLIAMSON COUNTY TEXAS.

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. DRAINAGE EASEMENTS GRANTED TO WILLIAMSON COUNTY, TEXAS, BY INSTRUMENT DATED DECEMBER 15, 2005, RECORDED UNDER DOCUMENT NO. 2005101028 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND AS AFFECTED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 2012077075 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

B. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, TEXAS, BY INSTRUMENT DATED OCTOBER 25, 2007, RECORDED UNDER DOCUMENT NO. 2007090878 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

C. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AND REIMBURSEMENT AGREEMENT DATED OCTOBER 6, 2011, RECORDED UNDER DOCUMENT NO. 2011086122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. ADDENDUM TO AGREEMENT RECORDED UNDER DOCUMENT NO. 2013030293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. AMENDED ADDENDUM TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR THE VILLAGE AT LEANDER STATION RECORDED UNDER DOCUMENT NO. 2014037224 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SECOND ADDENDUM TO THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR THE VILLAGE AT LEANDER STATION RECORDED UNDER DOCUMENT NO. 2016043754 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO]

D. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR RB 270 PARTNERSHIP DATED OCTOBER 6, 2011, RECORDED UNDER DOCUMENT NO. 201086121 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. AND AMENDED UNDER DOCUMENT NO. 2013030292, 2016010199 AND 2018030796 THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING FURTHER AFFECTED BY ASSIGNMENTS RECORDED UNDER DOCUMENT NOS. 2019056977 AND 2022069980 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO]

E. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, TEXAS, BY INSTRUMENT DATED APRIL 17, 2012, RECORDED UNDER DOCUMENT NO. 2012097782 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT - EXPIRED]

F. TEMPORARY TURNAROUND RIGHT-OF-WAY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025034 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO - SHOWN ON SURVEY]

G. TEMPORARY TURNAROUND RIGHT-OF-WAY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025035 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

H. TEMPORARY WATER QUALITY POND EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025037 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

I. TEMPORARY WASTEWATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025039 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO - SHOWN ON SURVEY]

J. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025041 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

K. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]

L. LIENS SECURING ASSESSMENTS AND/OR CHARGES PAYABLE TO NORTHLINE PROPERTY OWNERS' MASTER ASSOCIATION AS SET OUT IN AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHLINE PROPERTY OWNERS MASTER ASSOCIATION RECORDED UNDER DOCUMENT NO. 2023011433 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO]

COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THE POLICY IF THIS ITEM IS NOT SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE. (LOAN POLICY ONLY) (FIRST LIEN PURCHASE MONEY AND/OR CONSTRUCTION LIEN)

M. TEMPORARY WASTEWATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025039 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO - SHOWN ON SURVEY]

N. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT FOR THE NORTHLINE PUD DATED JUNE 7, 2018, RECORDED UNDER DOCUMENT NO. 2018050888 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND RE-RECORDED UNDER DOCUMENT NO. 2018070935 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING FURTHER AFFECTED BY ASSIGNMENTS RECORDED UNDER DOCUMENT NOS. 2019060935, 2019060935, 2022074891, 2022069967 AND 2023040424 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO]

O. THE RIGHTS OF UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT TO LEVY TAXES AND ISSUE BONDS. [SUBJECT TO]

P. SUBJECT TO ALL DEFINITIONS, EASEMENTS, COVENANTS, LIMITATIONS, CONDITIONS, RIGHTS, PRIVILEGES, OBLIGATIONS, LIABILITIES, AND ALL OTHER TERMS AND PROVISIONS OF THAT CERTAIN AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHLINE, RECORDED UNDER DOCUMENT NO. 2023011433 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) [SUBJECT TO]

Q. SUBJECT TO ALL DEFINITIONS, EASEMENTS, COVENANTS, LIMITATIONS, CONDITIONS, RIGHTS, PRIVILEGES, OBLIGATIONS, LIABILITIES, AND ALL OTHER TERMS AND PROVISIONS OF THAT CERTAIN SECOND AMENDED AND RESTATED NORTHLINE DOWNTOWN DISTRICT SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED UNDER DOCUMENT NO. 2023011474 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]

R. LIENS SECURING ASSESSMENTS AND/OR CHARGES PAYABLE TO THE NORTHLINE DOWNTOWN ASSOCIATION AS SET OUT IN SECOND AMENDED AND RESTATED NORTHLINE DOWNTOWN DISTRICT SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER DOCUMENT NO. 2023011474 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]

COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THE POLICY IF THIS ITEM IS NOT SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE. (LOAN POLICY ONLY)

LINE TABLE			
LINE #	DIRECTION	LENGTH	
L1	N72°05'29"E	96.68'	
L2	S69°28'35"W	1.24'	
L3	N74°12'12"W	60.40'	
L4	S15°47'42"W	54.00'	
L5	N20°32'34"W	54.48'	
L6	N69°56'34"E	75.05'	
L7	S69°28'35"W	48.65'	
L8	N20°32'34"W	35.77'	

RECORD LINE TABLE			
LINE #	DIRECTION	LENGTH	
(L1)	N72°05'29"E	96.68'	
(L4)	S15°47'42"W	54.00'	
(L5)	N20°32'34"W	54.48'	
(L6)	N69°56'34"E	75.05'	

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	20.64'	822.69'	1°26'15"	N71°27'58"E	20.64'
C2	156.51'	1,113.00'	80°3'25"	N67°00'30"E	156.38'
C3	147.23'	1,113.00'	73°4'45"	N56°23'01"E	147.12'
C4	54.52'	1,113.00'	2°48'24"	N61°34'36"E	54.51'
C5	86.10'	1,113.00'	4°25'57"	N50°22'40"E	86.08'
C6	444.36'	1,113.00'	22°52'31"	N59°35'57"E	441.42'
C7	71.29'	75.00'	54°27'44"	N83°17'33"W	68.64'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C1)	20.64'	822.69'	1°26'15"	N71°27'58"E	20.64'
(C2)	156.51'	1,113.00'	80°3'25"	N67°00'30"E	156.38'
(C3)	147.23'	1,113.00'	73°4'45"	N56°23'01"E	147.12'
(C4)	54.52'	1,113.00'	2°48'24"	N61°34'36"E	54.51'
(C5)	86.10'	1,113.00'	4°25'57"	N50°22'40"E	86.08'
(C6)	444.36'	1,113.00'	22°52'31"	N59°35'57"E	441.42'
(C6)	444.24'	1,113.00'	22°52'09"	N59°35'56"E	441.30'

ALTA/NSPS LAND
TITLE SURVEY
City of Leander,
Williamson County,
Texas

4WARD
Land Surveying

A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TSP#LS FIRM#01174300

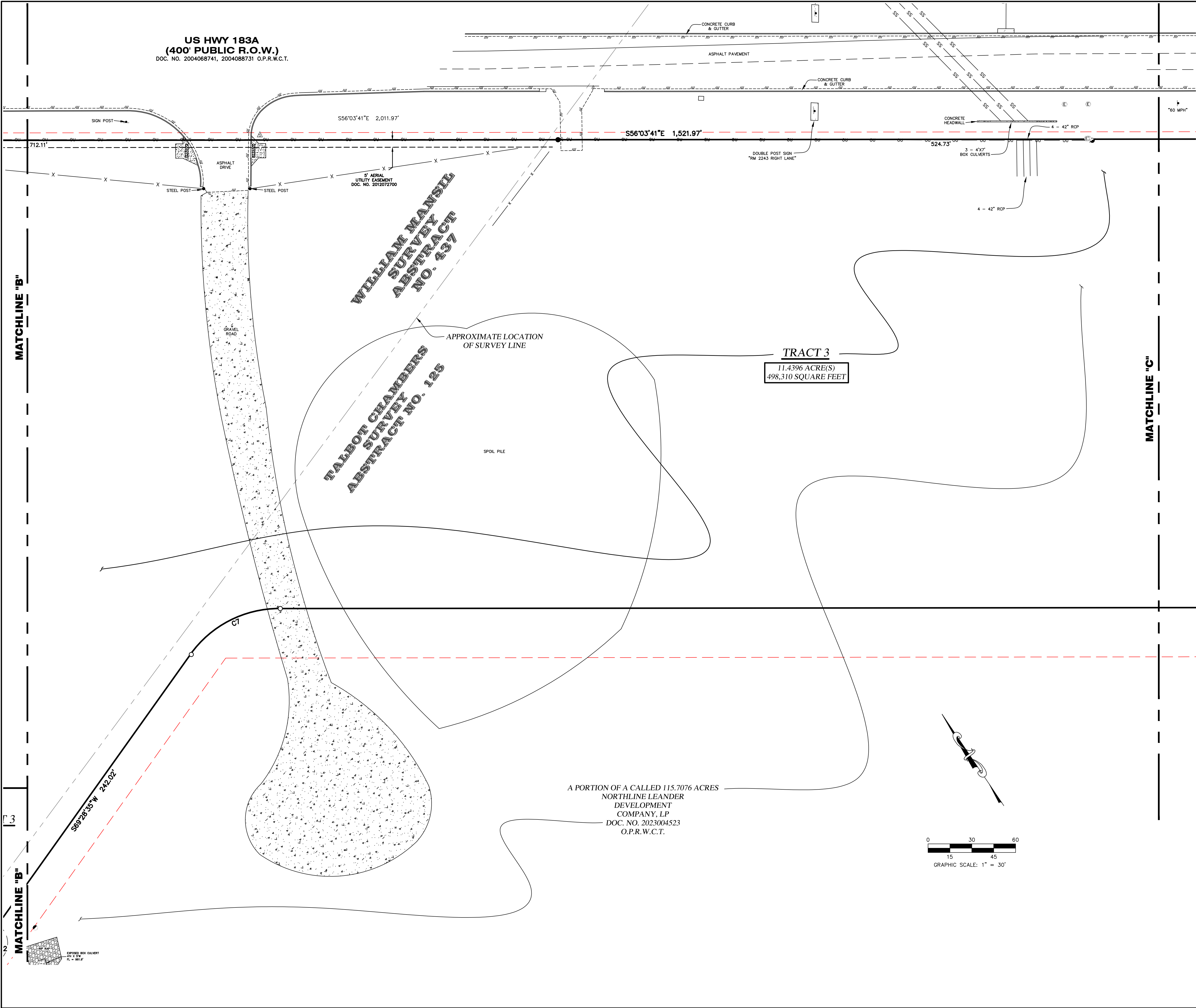
Date: 7/23/2024
Project: 00508
Scale: 1" = 30'
Reviewer: PRB
Tech: EBD
Field Crew: SV/
Survey Date: MAY 2024
Sheet: 2 OF 4

Page 675 of 703

US HWY 183A
(400' PUBLIC R.O.W.)
DOC. NO. 2004068741, 2004088731 O.P.R.W.C.T.

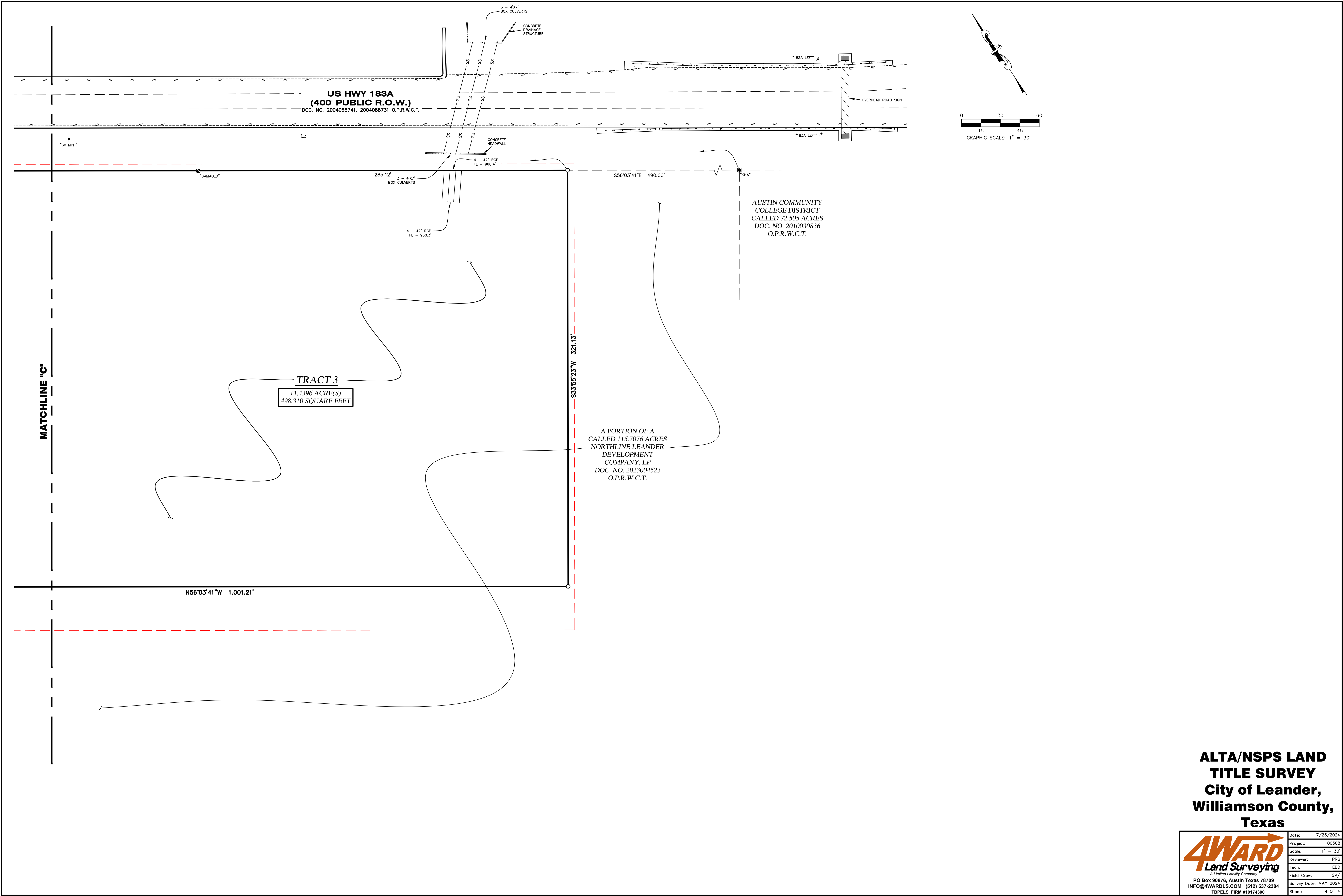
TITLE COMMITMENT NOTES (CONTINUED):

- S. THE TERMS, CONDITIONS AND STIPULATIONS OF THE NORTHLINE PUD DEVELOPMENT AND REIMBURSEMENT AGREEMENT, AN UNRECORDED AGREEMENT, DATED AUGUST 28, 2018, AS AFFECTED BY DOCUMENT NO. 2021122114 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER AFFECTED BY ASSIGNMENTS RECORDED UNDER DOCUMENT NOS. 2019056973, 2019107846 AND 2022069984 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
- T. PUBLIC PARKING AND ACCESS EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED APRIL 24, 2023, RECORDED UNDER DOCUMENT NO. 2023033383 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO - SHOWN ON SURVEY]
- U. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED APRIL 24, 2023, RECORDED UNDER DOCUMENT NO. 2023033384 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO - SHOWN ON SURVEY]
- Y. AERIAL UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., BY INSTRUMENT DATED APRIL 31, 2012, RECORDED UNDER DOCUMENT NO. 2012072700 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (TRACT 3) [SUBJECT TO - SHOWN ON SURVEY]



**ALTA/NSPS LAND
TITLE SURVEY
City of Leander,
Williamson County,
Texas**

 4WARD <i>Land Surveying</i> A Limited Liability Company PO Box 90876, Austin Texas 78709 INFO@4WARDLS.COM (512) 537-2384 TPELS FIRM #10174300	Date: 7/23/2024
	Project: 00508
	Scale: 1" = 30'
	Reviewer: PRB
	Tech: EBD
	Field Crew: SV/
Survey Date: MAY 2024	
Sheet: 3 OF 4	



**ALTA/NSPS LAND
TITLE SURVEY
City of Leander,
Williamson County,
Texas**

4WARD Land Surveying A Limited Liability Company PO Box 90876, Austin Texas 78709 INFO@4WARDLS.COM (512) 537-2384 TPELS FIRM #10174300	Date:	7/23/2024
	Project:	00508
	Scale:	1" = 30'
	Reviewer:	PRB
	Tech:	EBD
	Field Crew:	SV/
Survey Date:	MAY 2024	
Sheet:	4 OF 4	

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.4432 ACRES (498,464 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 AND THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 47.5871 ACRES TRACT AND THE REMAINDER OF A CALLED 22.781 ACRES TRACT CONVEYED TO NORTHLINE LEANDER DEVELOPMENT COMPANY, LP IN DOCUMENT NO. 2023004523 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 11.4432 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a cotton gin spindle found being the intersection of the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) dedicated in Document No. 2004068741 and Document No. 2004088731 (O.P.R.W.C.T.) and the south right-of-way line of San Gabriel Parkway - County Road 276 (right-of-way varies) dedicated in Document No. 2004068740, Document No. 2006066934 and Document No. 2010082651, and being the northwest corner of said Northline Leander Development Company Tract, and being the north corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the south right-of-way line of said San Gabriel Parkway, along the southwest right-of-way line of U.S. Highway 183A and the northeast line of said Northline Leander Development Company tract **S56°03'41"E**, passing at a distance of 712.11 feet a 1/2-inch iron rod found, passing at a distance of 1,236.84 feet a Texas Department of Transportation (TxDOT) Type II concrete monument found, in all a distance of **1,521.97** feet to a 1/2-inch iron rod with "4Ward-boundary" cap set for the east corner hereof;

THENCE, leaving the southwest right-of-way line of U.S. Highway 183A over and across said Northline Leander Development Company tract the following four (4) courses and distances:

- 1) **S33°55'23"W**, a distance of **321.13** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **N56°03'41"W**, a distance of **1,000.58** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof,
- 3) Along the arc of a curve to the left, whose radius is **75.00** feet, whose arc length is **71.32** feet and whose chord bears **N83°18'07"W**, a distance of **68.66** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of tangency hereof,
- 4) **S69°27'26"W**, a distance of **242.79** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being in the north right-of-way line of Northline Street (54' right-of-way, dedicated in Document No. 2023041478 (O.P.R.W.C.T.);

THENCE, leaving the north right-of-way line of Northline Street, in part with the east and north lines of Lot 1 and Lot 2, Block D, Northline Block C and Lots 1 & 2 Block D Final Plat, a subdivision recorded in Document No. 2023041478 (O.P.R.W.C.T.) the following three (3) courses and distances:

- 1) **N15°47'42"E**, passing at a distance of 196.95 feet a 1/2-inch iron rod with "4Ward-Boundary" cap set for the common east corner of said Lot 2 and said Lot 1 of Block D, in all a distance of **247.31** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,

- 2) **N20°32'34"W**, a distance of **244.68** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point hereof,
- 3) **N56°05'19"W**, a distance of **90.63** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point hereof, being in the south right-of-way line of said San Gabriel Parkway - County Road 276, being the northeast corner of said Lot 1, Block D;

THENCE, leaving the north east line of said Lot 1, Block D, with the south right-of-way line of said San Gabriel Parkway - County Road 276 the following two (2) courses and distances:

- 1) Along the arc of a curve to the left, whose radius is **1,113.00** feet, whose arc length is **86.10** feet and whose chord bears **N50°22'40"E**, a distance of **86.08** feet to a 1/2-inch iron rod with “Baker Aiklen” cap set for a tangent point and angle point hereof, and
- 2) **N48°14'14"E**, a distance of **93.39** feet to the **POINT OF BEGINNING** hereof, containing 11.4432 Acres (498,464 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_NORTHLINE BLOCKS C, D, K & H.dwg)

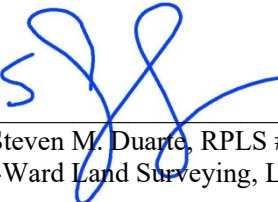

5/28/24
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



EXHIBIT “ ”

Lot 2, Block D, Northline Block C and Lots 1 & 2 Block D Final Plat

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.3549 ACRES (15,460 SQUARE FEET) OUT OF THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK D, NORTHLINE BLOCK C AND LOTS 1 & 2 BLOCK D FINAL PLAT, A SUBDIVISION RECORDED IN DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 2 CONVEYED TO NORTHLINE LEANDER DEVELOPMENT COMPANY, LP IN DOCUMENT NO. 2023004523 (O.P.R.W.C.T.), SAID 0.3549 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the east right-of-way line of Doctor Miller Street (54’ right-of-way) and the north right-of-way line of Northline Street (54’ right-of-way), being the southwest corner of said Lot 2, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north right-of-way line of said Northline Street, with the east right-of-way line of said Doctor Miller Street and the west line of said Lot 2, **N20°32’34”W**, a distance of **117.62** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northwest corner hereof, being the common west corner of said Lot 2 and Lot 1 of said Northline Block C and Lots 1 & 2 Block D Final Plat;

THENCE, leaving the east right-of-way line of said Doctor Miller Street, with the common line of said Lot 2 and said Lot 1, **N69°22’14”E**, a distance of **162.92** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northeast corner hereof, being the common east corner of said Lot 2 and said Lot 1;

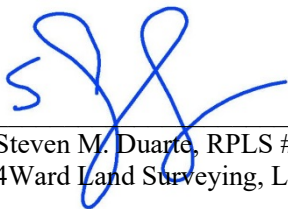
THENCE, leaving the south line of said Lot 1, with the east line of said Lot 2, **S15°47’42”W**, a distance of **190.75** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the southeast corner hereof, from which a 1/2-inch iron rod with “4Ward-Boundary” cap set for the southeast corner of said Lot 2, being the northeast corner of said Northline Street bears, **S15°47’42”W**, a distance of 0.74 feet;

THENCE, leaving the east line of said Lot 2, over and across said Lot 2, **S69°28’35”W**, a distance of **1.24** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point in the south line hereof, being in the south line of said Lot 2 and the north right-of-way line of said Northline Street;

THENCE, with the south line of said Lot 2 and the north right-of-way line of said Northline Street, **N74°12’12”W**, a distance of **60.40** feet to the **POINT OF BEGINNING** hereof, containing 0.3549 Acres (15,460 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_NORTHLINE BLOCKS C, D, K & H.dwg)


Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

7/18/24

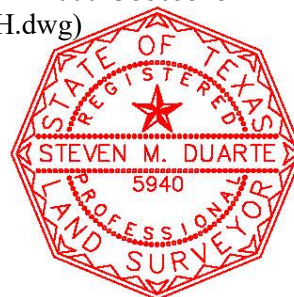


EXHIBIT “ ”

Northline Street (54' Public Right-of-Way)

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0200 ACRES (870 SQUARE FEET) OUT OF THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF NORTHLINE STREET (54' PUBLIC RIGHT-OF-WAY), A PUBLIC RIGHT-OF-WAY IN THE CITY OF LEANDER, TEXAS DEDICATED IN DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0200 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the east right-of-way line of Doctor Miller Street (54' right-of-way) and the north right-of-way line of Northline Street (54' right-of-way), being the southwest corner of said Lot 2, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the east right-of-way line of said Doctor Miller Street, with the north right-of-way line of said Northline Street and the south line of Lot 2, Block D, Northline Block C and Lots 1 & 2, Block D Final Plat, a subdivision recorded in Document No. 2023041478 (O.P.R.W.C.T.), **S74°14'12”E**, a distance of **60.40** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the east corner hereof;

THENCE, leaving the south line of said Lot 2, over and across said Northline Street the following two (2) courses and distances:

- 1) **S69°28'35”W**, a distance of **48.65** feet to a calculated point for the south corner hereof,
- 2) **N20°32'34”W**, a distance of **35.77** feet to the **POINT OF BEGINNING** hereof, containing 0.0200 Acres (870 Square Feet) more or less.

NOTE:

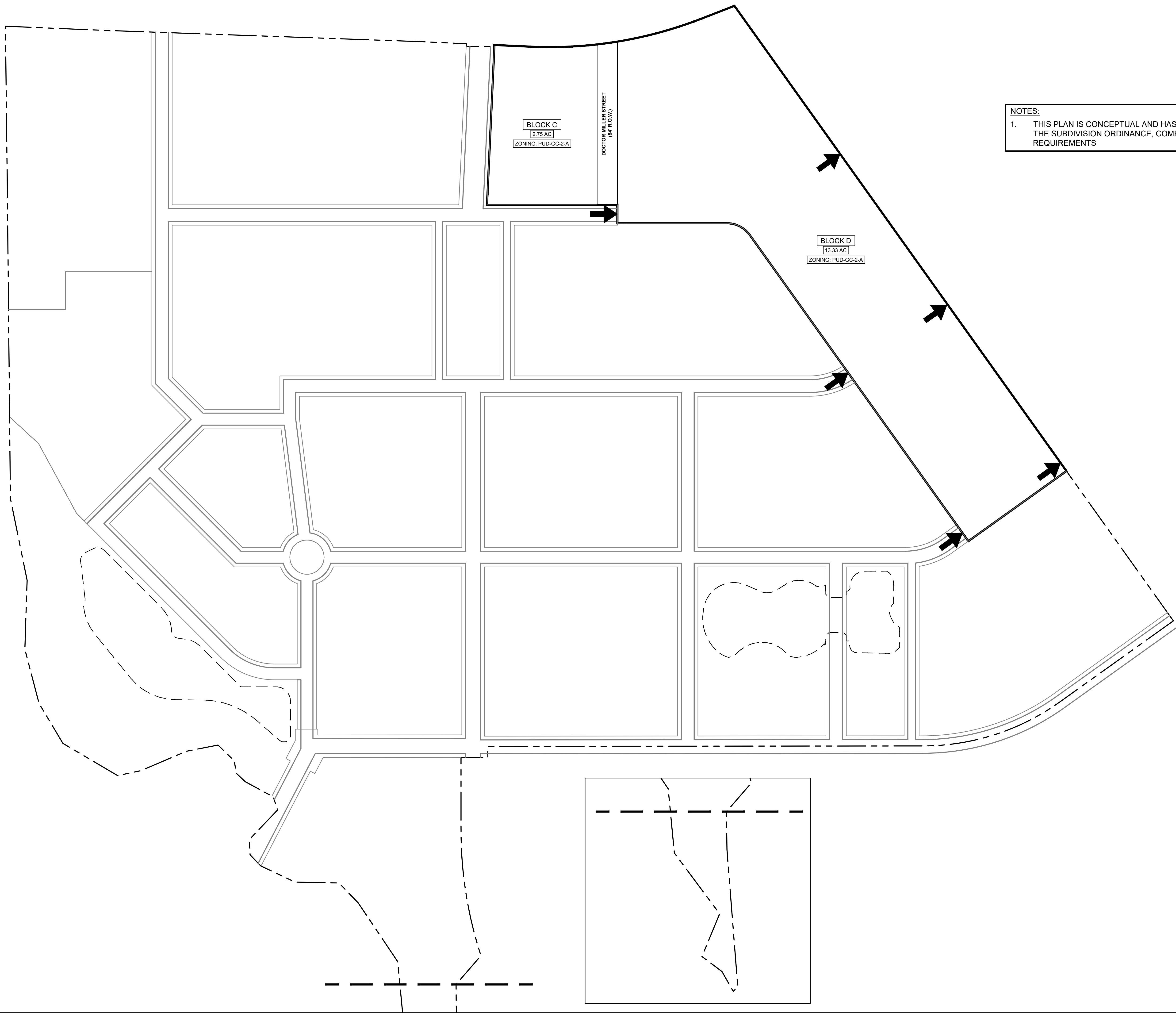
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_NORTHLINE BLOCKS C, D, K & H.dwg)

A blue ink handwritten signature of Steven M. Duarte, consisting of a stylized 'S' and 'D'.

7/23/24

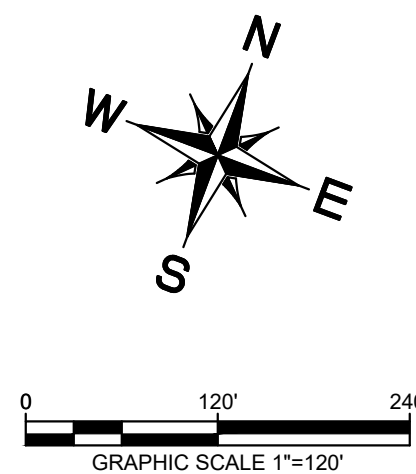
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



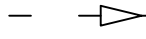


NOTES:

1. THIS PLAN IS CONCEPTUAL AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE SUBDIVISION ORDINANCE, COMPOSITE ZONING ORDINANCE, OR TOD ORDINANCE REQUIREMENTS



LEGEND

-  EXISTING PROPERTY LINE
 EASEMENT
 PROPOSED THOROUGHFARE (R.O.W.)
 FLOW LINE
 SIDEWALK
 PROPOSED SECONDARY TRAIL
 100 YEAR FLOODPLAIN PROPOSED
 (POST FEMA MAP REVISION)
 100 YEAR FLOODPLAIN EXISTING
 CONTOUR (GRADE) ELEVATION
 1'-0" INCREMENT
 PROPOSED INTERSECTION
 AT EXISTING STREET

***NOTE:FINAL ACREAGE SUBJECT TO CHANGE
PENDING COORDINATION WITH APPROVED
STREET SECTIONS**

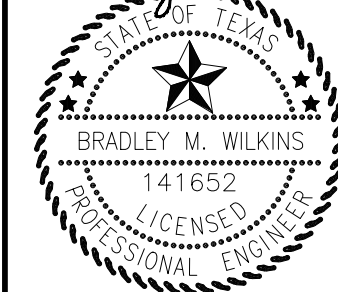
ENDEAVOR NORTHLINE RETAIL PHASE 1

CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

EXHIBIT C

CONCEPTUAL SITE LAYOUT AND LAND USE PLAN

08/20/2024	KHA PROJECT 21-SD-040	DATE AUGUST 2024	SCALE: AS SHOWN	DESIGNED BY: BMW	DRAWN BY: JML	CHECKED BY: BMW
------------	--------------------------	---------------------	-----------------	------------------	---------------	-----------------



Brooklyn, William

Kimley»»Horn
10814 JOLLYVILLE ROAD AVALLON IV SUITE 200 AUSTIN, TX
78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
TBE Firm No. 928

[illegible]

Date: August 14, 2024

To: Robin Griffin, City of Leander Executive Director of Development Services

From: Endeavor Real Estate Group

Subject: Northline Retail PUD Letter of Intent

Dear Ms. Griffin:

Endeavor Real Estate Group is seeking a rezone of approximately 16.08 acres of the existing Northline PUD to a PUD with a base zoning district selected from the Leander Composite Zoning Ordinance of GC-2-A per Staff's recommendation. This rezone will facilitate a market viable large-scale retail development along San Gabriel Parkway and 183A adjacent to the Northline PUD.

The Northline Retail PUD area is intended to provide retail and commercial services to the surrounding area, creating valuable amenities for Leander in the near term. The proposed modifications from the GC-2-A base zoning district will help enable development of a viable and financially feasible project.

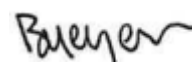
The following items are proposed modifications from the GC-2-A base zoning district:

- Streets and roadways within the PUD shall be private.
- Perimeter length restrictions shall be met through private drives.
- Specific uses are prohibited per Staff's recommendation.
- Setbacks along Main Street, Doctor Miller Street, U.S. Hwy 183A and San Gabriel Parkway are amended.
- Landscape requirements installed between front property lines and the buildings have been reduced rather than be non-applicable and landscape requirements within Block C have been amended.
- Parking lots between right-of-way and buildings along a corridor shall not be required to be fully screened and shall abide by other landscape requirements.
- Parking to be required at a rate of no less than 1:250 square feet across the PUD area.
- Two pylon signs may be installed along 183A.
- Maximum square footage of sign display area for multi-tenant pylon signs along a toll road may be up to 500'.
- Maximum square footage of sign display area for monument signs along an arterial road for developments 5 acres and greater may be 350'.

We look forward to further coordination and to working with you on the approval of this proposed Northline Retail PUD. Thank you in advance for your time in reviewing and for our ongoing coordination.

Best,


Charles Northington
Managing Principal
Endeavor Real Estate Group


Buck Cody
Managing Principal
Endeavor Real Estate Group

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 16.0602 acres $\pm$; being more particularly described in Exhibit "B"; located southwest of the intersection of East San Gabriel Parkway and 183A Toll Road; identified by Williamson Central Appraisal District tax identification numbers R517094, R031604, R646992, R646986, R646987, R646988, R646989, and R646990; more particularly described in Instrument Number 2023004523; recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

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

PASSED AND APPROVED on First Reading this the 19th day of September, 2024. **FINALLY PASSED AND APPROVED** on this the 17th day of October, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

**DEVELOPMENT AGREEMENT
ESTABLISHING MASONRY AND DEVELOPMENT STANDARDS
FOR THE NORTHLINE RETAIL PLANNED UNIT DEVELOPMENT**

This **Development Agreement Establishing Masonry and Development Standards for the Northline Retail Planned Unit Development** (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 **Northline Leander Development Company, LP**, a Texas limited partnership (the "Owner"). **Cerco Development, Inc.**, a Texas corporation (the "Developer") joins in the execution of this Agreement pursuant to the Consent and Joinder of Cerco Development, Inc. to the Agreement attached hereto and incorporated herein for all purposes as **Exhibit C** to the Agreement. The City and the Owner are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Owner owns that certain 16.0602 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 general commercial uses in compliance with the Northline Retail Planned Unit Development adopted by Ordinance No. ____ on ____ (the "Development").
- (b) The Owner further owns that certain 20.5 acre tract, more or less, located in Williamson County, Texas, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes (the "Option Site Area"). The Option Site Area is zoned to both the Northline Planned Unit Development adopted by Ordinance No. 18-042-00 on June 21, 2018, as amended and the Northline Retail PUD adopted by Ordinance No. ____ on ____, 2024, as amended (the "Northline Retail PUD"). The Owner may add the Option Site Area to the Northline Retail PUD by obtaining approval of a Minor PUD Amendment pursuant to the procedure set forth in the Northline Retail PUD and the City's zoning regulations.
- (a) In the event that the Owner adds the Option Site Area to the Northline Retail PUD, the terms "Development" and "Property" when used herein shall include the Option Site Area.
- (b) The Owner desires that the City be able to enforce the development standards set forth herein for development of the Property, 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.
- (c) The Owner 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 Owner after conveyance to the builder the 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.

- (d) 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 the Owner 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 ninety percent (90%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, and factory tinted (not painted) split faced concrete masonry unit or similar material approved by the Director of Planning. In calculating percentage of exterior wall area, the area of windows and window frames, doors and door frames, eaves, soffits, dormers, columns, recessed entryways, foundation, and similar areas are excluded from the calculations.
- (b) **Building Permits.** The Owner acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Owner 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 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 this Agreement, this Agreement shall control.

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

- (a) Owners rights and obligations under this Agreement may be assigned by Owner 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 Owner of this Agreement or of any right or duty of Owner pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed. The City hereby expressly consents to and approves any future assignment of the Developer's rights and obligations under this Agreement to Developer or an entity under common control with Developer and agrees that no further consent to assignment to Developer or an entity under common control with Developer will be necessary; however, a copy of such assignment must be delivered to the City within ten (10) business days of execution.
- (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 Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner 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 Owner shall be addressed:

Northline Leander Development Company, LP, a Texas limited partnership
Attn: Alex Tynberg
2601 Wooldridge Drive
Austin, Texas 78703
Travis County

With copy to:

Alan Haywood
Graves Dougherty Hearon & Moody
401 Congress Ave. #, Suite 2700
Austin, TX 78701
Travis County

Any notice mailed to the Developer shall be addressed:

Endeavor Real Estate Group
Attn: Charlie Northington, Buck Cody, Sabrina Sanders
500 W. 5th Street, Suite 700
Austin, Texas 78701
Travis County

With copy to:

Metcalf Wolff Stuart & Williams, LLP
Attn: David Wolff
221 W. 6th Street, Suite 1300
Austin, TX 78701
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, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner 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 19. 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 20. 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 Owner represents that neither the Owner 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 21. 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, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 22. 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 23. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Description of the Property

Exhibit B – Description of the Option Site Area

Exhibit C – Consent and Joinder of **Cerco Development, Inc.** to the Agreement

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

OWNER:

By: _____
Name:
Title:

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

EXHIBIT “A”

Description of Property

EXHIBIT “B”

Description of Option Site Area

Exhibit C

Consent and Joinder of Cerco Development, Inc., to the Development Agreement Establishing Masonry and Development Standards for the Northline Retail Planned Unit Development

This **Consent and Joinder of Cerco Development, Inc., to the Development Agreement Establishing Masonry and Development Standards for the Northline Retail Planned Unit Development** (the "Consent and Joinder") 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 **Cerco Development, Inc.**, a Texas corporation (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Consent and Joinder in Agreement.

- (a) The Developer is under contract to purchase the 16.0602 acre tract located in Williamson County, Texas described in **Exhibit A** to the Agreement. The Developer may subsequently develop and/or acquire the Option Site Area.
- (b) The Developer hereby joins in the execution of the foregoing Agreement in order to evidence its agreement and consent to be bound by all of the provisions thereof.
- (c) This Consent and Joinder is further executed for the purpose of addressing the requirement of the Developer to perform a traffic impact analysis ("TIA") for the Development.
- (d) The Developer acknowledges and agrees that the foregoing Agreement, plus the mutual promises expressed herein regarding the requirement to conduct a TIA for the Development, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Traffic Impact Analysis. The Developer shall not be required to perform a TIA for the Development as long as the Property is developed in accordance with the land uses set forth in the Northline Retail Planned Unit Development adopted by Ordinance No. ____ on ____ (the "Northline Retail PUD"). In the event the Property, or any portion thereof, is not developed in accordance with the land uses set forth in the Northline Retail PUD, even if the modified land uses are authorized by a subsequently approved amendment to the Northline Retail PUD, the TIA waiver set forth in this section shall no longer apply and the Developer shall be required to comply with the City ordinances and regulations governing the requirement for a traffic impact analysis in effect at the time of the submission of an application for land uses that differ from those set forth in the Northline Retail PUD. This section is effective only to development of the Property by the Developer. It is the intent of the Parties that only the Developer has the right to the TIA waiver set forth in this section. This section does not constitute a covenant that runs with the land and may not be assigned

Section 3. Notices. Any notice mailed to the Developer shall be addressed to:

Endeavor Real Estate Group
Attn: Charlie Northington, Buck Cody, Sabrina Sanders
500 W. 5th Street, Suite 700
Austin, Texas 78701
Travis County

With copy to:

Metcalf Wolff Stuart & Williams, LLP
Attn: David Wolff
221 W. 6th Street, Suite 1300
Austin, TX 78701
Travis County

IN WITNESS WHEREOF, the City and Developer have executed this Consent and Joinder of the City to the Agreement as of the day and year set forth below.

DEVELOPER:

Cerco Development, Inc.
a Texas corporation

By: _____
Name: _____
Title: _____

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

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



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Discuss and consider action on an Ordinance implementing Civil Service for Firefighters and establishing classification and the number of positions in each classification; authorizing the Fire Chief to appoint each Assistant Fire Chief; and providing for related matters.

BACKGROUND:

At the special election held on May 4, 2024, the voters of the City of Leander voted to adopt Chapter 143 of the Texas Local Government Code (Chapter 143) providing for civil service for fire fighters. Section 143.021(a), Texas Local Government Code, requires the Firefighters' Civil Service Commission (FCSC) to provide for the classification of all firefighters and for the City Council to prescribe the number of positions in each classification. The FCSC approved the classifications set forth in the Ordinance at its October 8, 2024 meeting. Note that a member of the Fire Department classified as Driver will be appointed as a Plans Examiner.

Further, Section 143.014, Texas Local Government Code, provides that if at least four (4) classifications exist below the classification of department head, the City Council may authorize the Fire Chief to appoint each person occupying an authorized position in the classification immediately below that of department head in accordance with Section 143.014. FCSC's action and the Ordinance establish at least four (4) classifications below the classification of department head, and the classification immediately below Fire Chief is Assistant Fire Chief. As such, the Ordinance further authorizes the Fire Chief to appoint each Assistant Fire Chief in accordance with Section 143.014.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

The Fire Chief, Civil Service Director, and legal counsel recommend approval of the Ordinance.

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Ordinance Civil Service Classifications

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ESTABLISHING ARTICLE 9.08, OF THE CITY OF LEANDER CODE OF ORDINANCES TO IMPLEMENT CIVIL SERVICE FOR FIREFIGHTERS AND ESTABLISH CLASSIFICATIONS AND THE NUMBER OF POSITIONS IN EACH CLASSIFICATION PURSUANT TO CHAPTER 143, TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE FIRE CHIEF TO APPOINT EACH ASSISTANT FIRE CHIEF; AND PROVIDING FOR THE EFFECTIVE DATE, OPEN MEETINGS, AND RELATED MATTERS.

WHEREAS, at the special election held on May 4, 2024, the voters of the City of Leander voted to adopt Chapter 143 of the Texas Local Government Code (“Chapter 143”) providing for civil service for fire fighters; and

WHEREAS, Section 143.021(a) requires the City of Leander Firefighters’ Civil Service Commission (“FCSC”) to provide for classification of all fire fighters and for the City Council to prescribe the numbers of positions in each classification; and

WHEREAS, the FCSC approved the classifications set forth herein at its October 8, 2024 meeting; and

WHEREAS, Section 143.014, Texas Local Government Code, provides that if at least four classifications exist below the classification of department head, the City Council may authorize the fire chief to appoint each person occupying an authorized position in the classification immediately below that of department head in accordance with Section 143.014; and

WHEREAS, at least four classifications exist below the classification of department head;

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. Civil Service Implemented; Firefighter Classifications Adopted. Chapter 9 of the City of Leander Code of Ordinances is hereby amended by adding Article 9.08, entitled “Municipal Civil Service” to read as follows:

ARTICLE 9.08. – MUNICIPAL CIVIL SERVICE

DIVISION 1. – GENERALLY

Sec. 9.08.001—9.08.010. – Reserved

DIVISION 2. – MUNICIPAL CIVIL SERVICE FOR FIREFIGHTERS

Sec. 9.08.011. – Implementation. Chapter 143 of the Texas Local Government Code related to municipal civil service for firefighters is hereby implemented.

Sec. 9.08.012. – Classifications and Number of Positions. The number of positions in each classification for the Fire Department shall be as follows:

- a) Assistant Fire Chief: 3
- b) Division Chief: 1
- c) Battalion Chief: 3
- d) Captain: 3
- e) Lieutenant: 20
- f) Driver: 20
- g) Firefighter: 35

Sec. 9.08.013. – Appointment of Assistant Fire Chief. The Fire Chief is authorized to appoint each person occupying the Assistant Fire Chief position in accordance with Section 143.014, Texas Local Government Code.

Section 3. Effective Date. This Ordinance will become effective upon its adoption, passage by the City Council in accordance with the procedures on the date of passage as required and publication as required by law.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this 17 day of October, 2024.

CITY OF LEANDER, TEXAS

BY: _____
Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
10/17/2024

AGENDA SUBJECT:

Discuss and consider action on appointments to the following boards, commissions and committees: Board of Adjustment, Ethics Commission, Historical Preservation Commission, Leander Public Arts and Cultural Commission, Planning and Zoning Commission, Tax Increment Reinvestment Zone No.1(TIRZ) Board, Development Authority Board, as well as the Economic Development Committee and Parks & Recreation Advisory Board if needed.

BACKGROUND:

Vacancies on City boards, committees and commissions are filled twice a year; in April, and in October when appointments are made. The term of each member shall begin in November and end on October 31 of the year the term expires.

This item will provide the City Council an opportunity to:

- Appoint and/or reappoint four (4) members to the Board of Adjustment, five (5) members to the Leander Public Arts and Cultural Commission, and one (1) member to the TIRZ and Development Authority Boards with terms expiring October 31, 2026;
- Appoint and/or reappoint four (4) members to the Ethics Commission, four (4) members to the Historical Preservation Commission, and four (4) members to the Planning & Zoning Commission with terms expiring October 31, 2027; and
- Fill vacancies with unexpired terms of two (2) members on the Board of Adjustment and unexpired terms of one (1) member on the Leander Public Arts and Culture Commission with term expiring October 31, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Debora Penberg, Senior Deputy City Secretary

Fiscal Impact

Attachments: