



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, March 19, 2026
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Joint workshop with the Planning and Zoning Commission to receive a presentation from Kendig Keast Collaborative, Inc., regarding the kick-off of the Comprehensive Plan and Transportation Master Plan update.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

8. Staff Reports
 - Water update includes Sandy Creek Water Treatment Plant (CIP W.69), Brushy Creek Regional Utility Authority (BCRUA), and County water needs.
9. Proclamation
 - Proclamation recognizing City of Leander is a Fire Adaptive Community.

CONSENT AGENDA: ACTION

10. Approval of the minutes for meetings held on February 27, 2026 and March 5, 2026.
11. Approval of an amendment to the Memorandum of Understanding between the City of Leander and Hill Country Hyzers Disc Golf Club updating the roles and responsibilities and an additional disc golf site at Devine Lake Park, Leander, Texas; and authorize the City Manager to execute any and all necessary documents.
12. Approval of Change Order No. 3 to CC Carlton Industries, Ltd. to close out the construction of the San Gabriel East Elevated Storage Tank, (CIP W.41) in the amount of (\$342,037.17) reducing the total contract amount to \$7,938,970.33; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0205 to amend the current zoning of 675 Kauffman Loop Planned Unit Development (PUD) with base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) to remove the prohibition of automotive repair on Lot 3, Block B on one (1) parcel of land 0.8 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R328207; and generally located 1,500 feet to the east of the intersection of SH 29 and Ronald W. Reagan Boulevard on the south side of SH 29, Leander, Williamson County, Texas. *Postponed by Applicant.*
14. Conduct a Public Hearing regarding Annexation Case A-25-0024 for Hero Way Elevated Storage Tank (EST) for the voluntary annexation of 11.369 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R025382 and Travis Central Appraisal District Parcel 353992; and generally located south of Hero Way West and approximately 750 feet west of Honeycomb Mesa, Leander, Williamson and Travis Counties, Texas.
 - Discuss and consider action on the First Reading of an Ordinance regarding Annexation Case A-25-0024 as described above.
15. Conduct a Public Hearing regarding Annexation Case A-25-0025 Alexander Tract and the adjacent ROW of CR 267 Annexation Case A-25-0026 for the voluntary annexation of 55.152 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District as Parcel R032246; and the portion of the abutting right-of-way known as CR 267 and generally located west of Kauffman Loop approximately 300 feet south of Equine Road and CR 267 Leander, Williamson County, Texas.
 - Discuss and consider action on the First Reading of an Ordinance regarding Annexation Case A-24-0025 as described above.
 - Discuss and consider action on the First Reading of an Ordinance regarding Annexation Case A-25-0026 as described above.
16. Conduct a Public Hearing on Zoning Case Z-25-0196 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFU-2-A (Single-Family Urban) and SFC-2-A (Single-Family Compact) on one (1) parcel of land 55.152 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032246; and generally located west of Kauffman Loop approximately 300 feet south of Equine Road and CR 267, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-25-0196 as described above.

17. Conduct a public hearing regarding the issuance of City of Leander, Texas General Obligation Refunding Bonds, Series 2026, in an amount not to exceed \$20,320,000.00.
 - Discuss and consider action regarding an Ordinance Authorizing the Issuance of City of Leander, Texas General Obligation Refunding Bonds, Series 2026, in an amount not to exceed \$20,320,000.00.

REGULAR AGENDA

18. Discuss and consider action regarding Tree Removal Case TRP-25-0049 regarding the removal of one (1) Heritage Tree associated with Oak Grove Estates (PICP-25-0274), generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.
19. Discuss and consider action on an addendum to a cooperation agreement under Texas Local Government Code, Section 392.059(b) to the Housing Authority of Travis County (HATC) to acquire, finance, renovate, operate, and manage an affordable housing development zoned as part of the Preserve at Mason Creek to address the parkland dedication requirements, more particularly described as 7.675 acres ± in size out of Williamson Central Appraisal District Parcel R655944; and generally located south of Horseshoe Drive, approximately 480 feet west of S. West Drive, Leander, Williamson County, Texas.
20. Discuss and consider action on a Resolution to suspend for 45 days the effective date proposed by ATMOS Energy Corporation - MidTex Division to increase rates under the Gas Reliability Infrastructure Program; and authorize the City of Leander's continued participation in a coalition of cities known as the ATMOS Texas Municipalities (ATM).
21. Council Member Closing Statements.
22. 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 a settlement agreement for Docket No. 58864, Petition of Highten Leander, 76, LLC to Amend Certificates of Convenience and Necessity within Williamson County by Streamlined Expedited Release with the Public Utilities Commission; and
 2. Section 551.076, Texas Government Code and Section 551.089, Texas Government Code, deliberation regarding security deployment relating to devices, personnel and critical infrastructure; and
 3. Section 551.071 and Section 551.072 Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of properties for public purpose; and
 4. Section 551.071 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of a Chapter 380 Agreement(s) for Project EDA-26-003; and
 5. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the L.B. Johnson Survey, Abstract 350 and Talbot Chambers Survey Abstract 125, Williamson County for fee simple parcel and drainage and grading easement relating to the San Gabriel Parkway 3 Project (CIP T.46).

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

Convene into Executive Session pursuant to:

1. Settlement Agreement for Docket No. 58864, Petition of Highten Leander, 76, LLC to Amend Certificates of Convenience and Necessity within Williamson County by Streamlined Expedited Release with the Public Utilities Commission; and
2. Security deployment relating to devices, personnel and critical infrastructure; and
3. Acquisition of properties for public purpose; and
4. Acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of a Chapter 380 Agreement(s) for Project EDA-26-003; and
5. Acquisition of properties located in the L.B. Johnson Survey, Abstract 350 and Talbot Chambers Survey Abstract 125, Williamson County for fee simple parcel and drainage and grading easement relating to the San Gabriel Parkway 3 Project (CIP T.46).

23. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], 551.0761 [critical infrastructure/cybersecurity systems, policies, and contracts] critical infrastructure or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 13 day of March 2026 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Joint workshop with the Planning and Zoning Commission to receive a presentation from Kendig Keast Collaborative, Inc., regarding the kick-off of the Comprehensive Plan and Transportation Master Plan update.

BACKGROUND:

The City Charter requires the City to prepare a comprehensive plan and to review and consider amendments every five (5) years. The last time the plan received a major update was in 2020. To begin the next update, the City Council has approved a contract with Kendig Keast Collaborative, Inc. (KKC), to lead the Comprehensive Plan update.

As an early, vital step in the process for updating Leander's Comprehensive Plan and Transportation Master Plan, KKC will facilitate an initial "big picture" joint workshop discussion with the City Council and the Planning & Zoning Commission. This joint workshop is designed as an informal interactive session where KKC will provide an overview of the project process and timeline as well as receive vital input and direction from City leadership which will help to establish priorities and set direction for the planning process.

During the workshop, discussion topics will include reflecting on changes since the 2020 Comprehensive Plan and 2021 Transportation Master Plan Update, reviewing current conditions as part of Leander today, and looking ahead at strategic opportunities and challenges facing the community. Please see attached agenda and PowerPoint for more details.

HISTORY/TIMELINE:

09/18/2025 - Contract awarded to Kendig Keast Collaborative Inc

12/18/2025 - Contract executed

03/05/2025 - Comprehensive Plan Advisory Committee (CPAC) selected

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Michael Chenausky, Senior Planner

Fiscal Impact

Attachments:

1. Att 1 Leander Plans Joint Workshop 1 Overview
2. Att 2 Leander Plans - Joint Workshop 1 Presentation

JOINT WORKSHOP 1

Comprehensive Plan and Transportation Master Plan Update

City Council and Planning & Zoning Commission

Thursday, March 19, 2026 | 6:00 pm workshop hour

As an early step in the process for updating Leander's Comprehensive Plan and Transportation Master Plan (TMP), the consultant team will facilitate an initial "big picture" joint workshop discussion with the Mayor, City Council, and Planning & Zoning Commission.

WORKSHOP PURPOSES

- Familiarize City leadership with the consultant team, and vice versa.
- Brief everyone on the project process and timeline.
- Ensure early leadership input and direction to the consultants, to help focus their work.
- Highlight the special characteristics and circumstances of Leander as context for proceeding with the planning process.

Workshop Overview

The workshop discussions are intended to be informal and interactive, touching on:

Looking Back

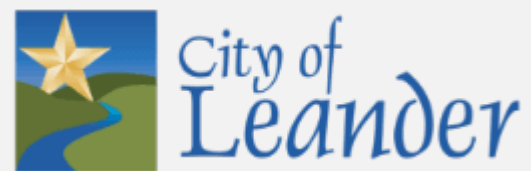
- Ways in which Leander is the same/different since the 2020 Comprehensive Plan and the 2021 TMP update.
- Major City or community accomplishments in recent years of which leadership is most proud.

Leander Today

- A sampling of data points about current conditions in Leander, as a preview of the eventual Leander Today Report (first deliverable, also to reflect leadership and community input).

Looking Ahead

- Strategic opportunities and challenges facing Leander that must be addressed — or remain an ongoing focus — in the updated plans, which could involve:
 - Growth management
 - Demographics and socioeconomic trends
 - Land use and development, including neighborhoods and the local housing outlook
 - Transportation — of all types
 - Public infrastructure, facilities and public safety services
 - Economic outlook and tax base
 - Recreation, amenities and overall livability
 - Community image and appearance
 - Others
- Your personal hopes/priorities for your community in serving as an elected or advisory official.



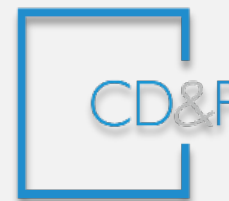
Leander TX

Comprehensive Plan and Transportation Master Plan Update

Joint Workshop #1 – Issues and Needs | March 19, 2026



KENDIG KEAST
COLLABORATIVE



Our Core Team

Gary Mitchell, FAICP

Chief Operations Officer

Project Manager



Frank Barrera, RSP1

*Multimodal
Transportation
Planning Lead*

Sub Lead



Jennifer Mak, AIA, AICP

Architect & Sr Urban Designer

Deputy Project Manager

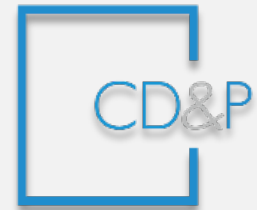


KENDIG KEAST
COLLABORATIVE

Lilly Swank

Project Manager

Community
Engagement
Lead



Zane Rodriguez, AICP

Planner

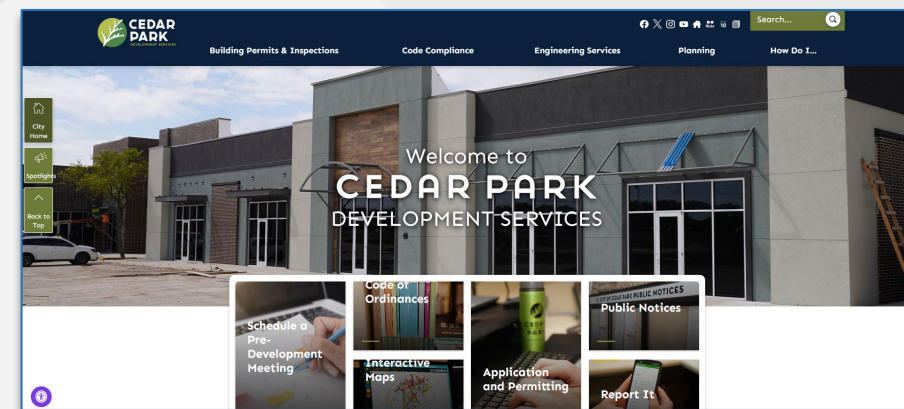
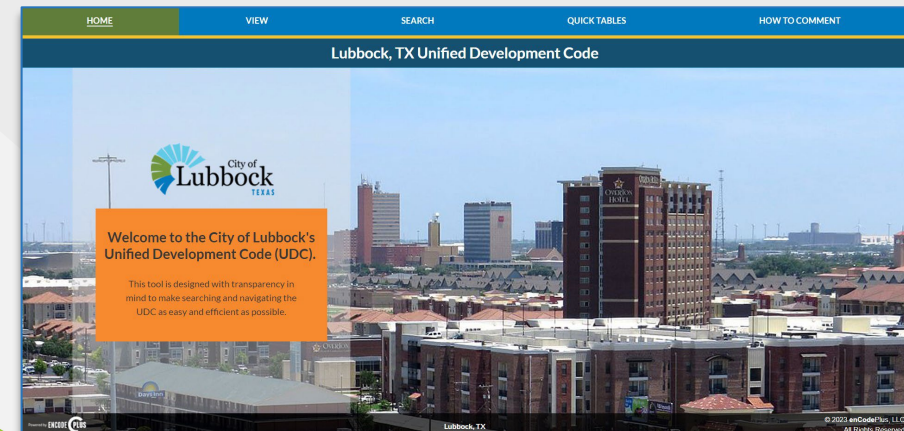
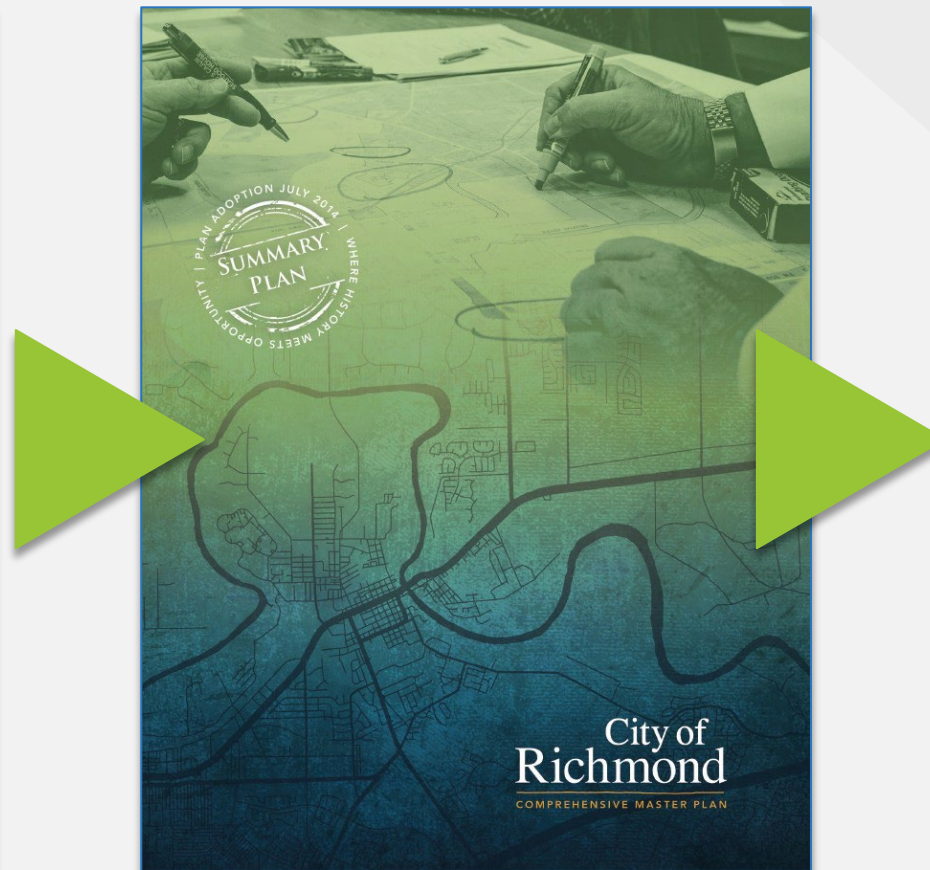
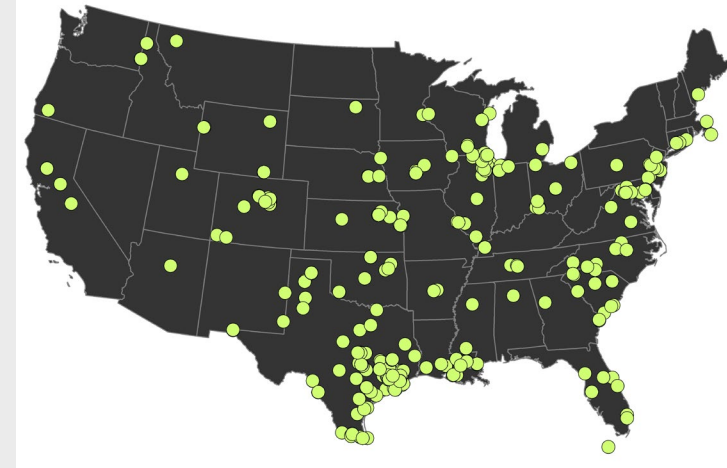
Transportation
Master Plan Support





KENDIG KEAST
COLLABORATIVE

Niche Community Planning Firm for 40+ Years



► National Practice | Texas Base and Focus

*** Award-winning plans and development codes**

**Comprehensive Plans
in all Areas of Texas**

- Alvin
- Amarillo
- Angleton
- **Bastrop ***
- Bay City
- Baytown
- Bedford
- Beeville
- Bellaire
- **Borger ***
- **Brenham ***
- Brownsville
- **Bryan ***
- Cedar Park
- Cibolo
- College Station
- Copperas Cove
- Corpus Christi
- Cuero
- **Dayton ***
- Del Rio
- Dickinson
- Eagle Pass
- Early
- **Edinburg ***
- El Campo
- **El Lago ***
- Freeport
- Fresno
- **Fulshear ***
- Galveston
- Georgetown
- Granbury
- Grand Prairie
- **Harlingen ***
- Highland Park
- Hitchcock
- Houston
- Humble
- Huntsville
- Ingleside
- Jasper
- Jersey Village
- Katy
- Kemah
- **Kerrville ***
- Killeen
- Kingsville
- La Porte
- Lake Jackson
- League City
- **LEANDER**
- Lewisville
- Liberty
- **Lockhart ***
- Los Fresnos
- Lubbock
- Magnolia
- Manor
- Manvel
- **McAllen ***
- Meadows Place
- Mineral Wells
- Missouri City
- **Mont Belvieu ***
- Montgomery
- **Nacogdoches ***
- Nassau Bay
- **Pearland ***
- Pflugerville
- Plainview
- Pleasanton
- Port Lavaca
- **Richmond ***
- **Rosenberg ***
- San Angelo
- San Benito
- Seabrook
- Sealy
- Shenandoah
- Sherman
- South Padre Island
- **Stafford ***
- Stephenville
- **Sugar Land ***
- Sweetwater
- **Temple ***
- Victoria
- Vinton
- **Waller ***
- Webster
- W. University Place
- Wharton



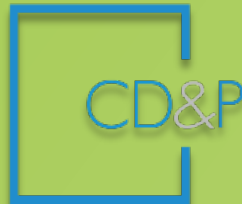
Relevant *Experience*

Nearby Similar
Lochner Projects in

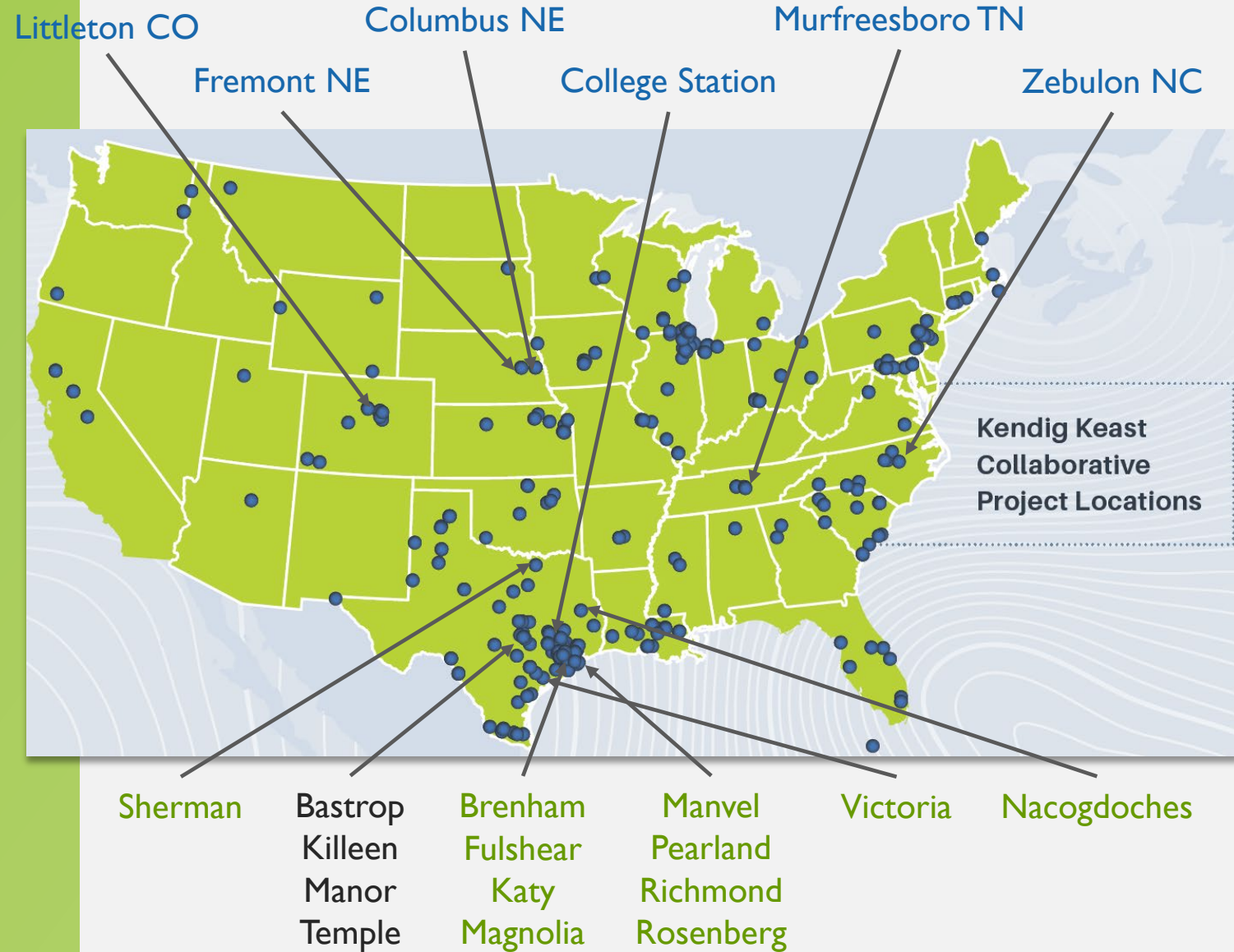


SEGUIN
TEXAS

Past Teaming on
Central Texas
Transportation Planning



Joint Comprehensive and Transportation Plans



Comprehensive Plans with Transportation Focus



▶ Workshop Objectives



Process and Timeline



Context for Plans



Initial Priorities

5 Project Phases and Timeline

Project Startup

- Data / Mapping Transfer
- Outreach Plan
- Committee Formation

Leander Today

Key Indicators / Trends
Early Input
Joint Workshop 1

Feb-Apr

Plan Direction

Key Planning Assumptions
Consensus on Plan Focus
Joint Workshop 2

May

Future Leander

Plan and Map Refinement
Committee + Community
Draft Plans

Jun-Oct

Implementation

Actions / Priorities Focus
Public Open House
Joint Workshop 3

Nov-Dec

Finalize / Adopt

Hearing Drafts
Public Hearings
As-Adopted Final Plans

**Jan-Mar
2027**

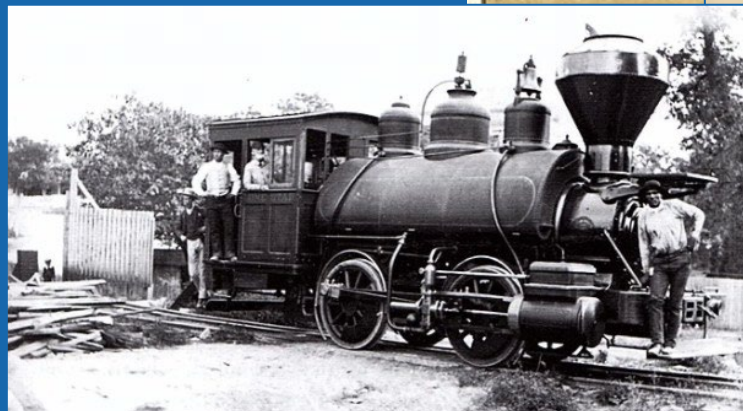


Looking Back

- Ways in which Leander is the same and different since the 2020 Comprehensive Plan and 2021 Transportation Master Plan?

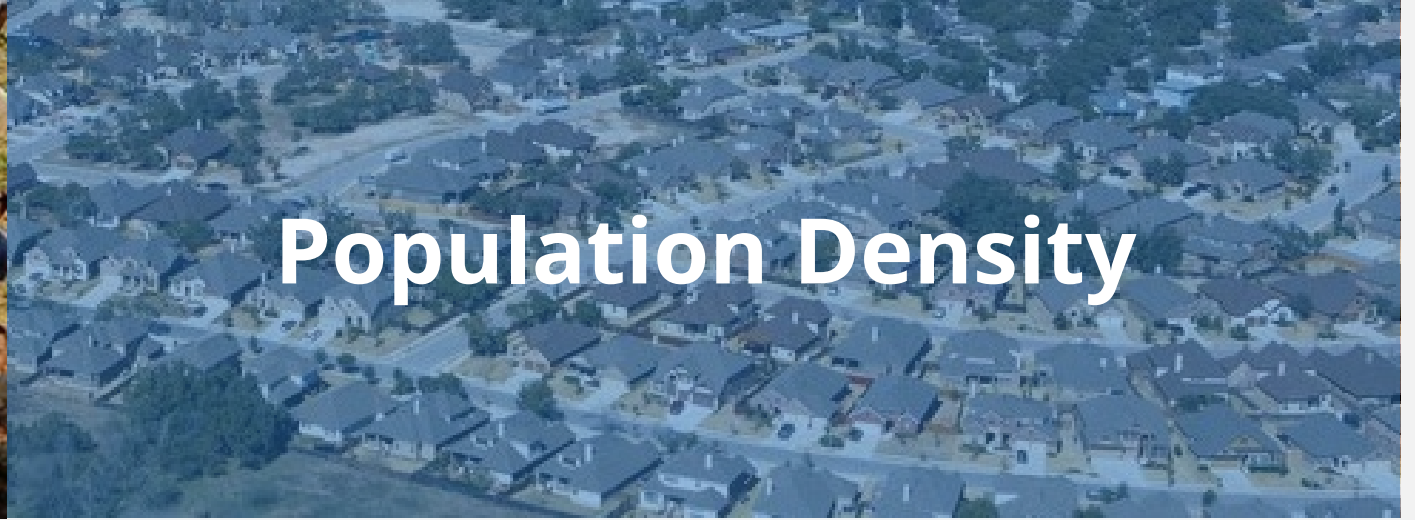


- Major City and community accomplishments in recent years of which you are most proud?



Leander Today

Examples of Plan Context



Population Density



Leander 2010

1,160.6

persons per square mile



Leander 2020

1,578.6

persons per square mile



Comparisons

3,042.5

Cedar Park 2020

1,171.7

Georgetown 2020

3,174.0

Round Rock 2020

Leander Today

Examples of Plan Context



Median Age



Leander 2010

30.7

median age of residents



Leander 2024

36.3

median age of residents



Comparisons

37.7

Cedar Park 2024

42.6

Georgetown 2024

36.2

Round Rock 2024

Leander Today

Examples of Plan Context



Jobs:Housing Ratio



Leander 2010

1.63

of jobs per housing unit



Leander 2024

1.55

of jobs per housing unit



Comparisons

1.49

Cedar Park 2024

1.05

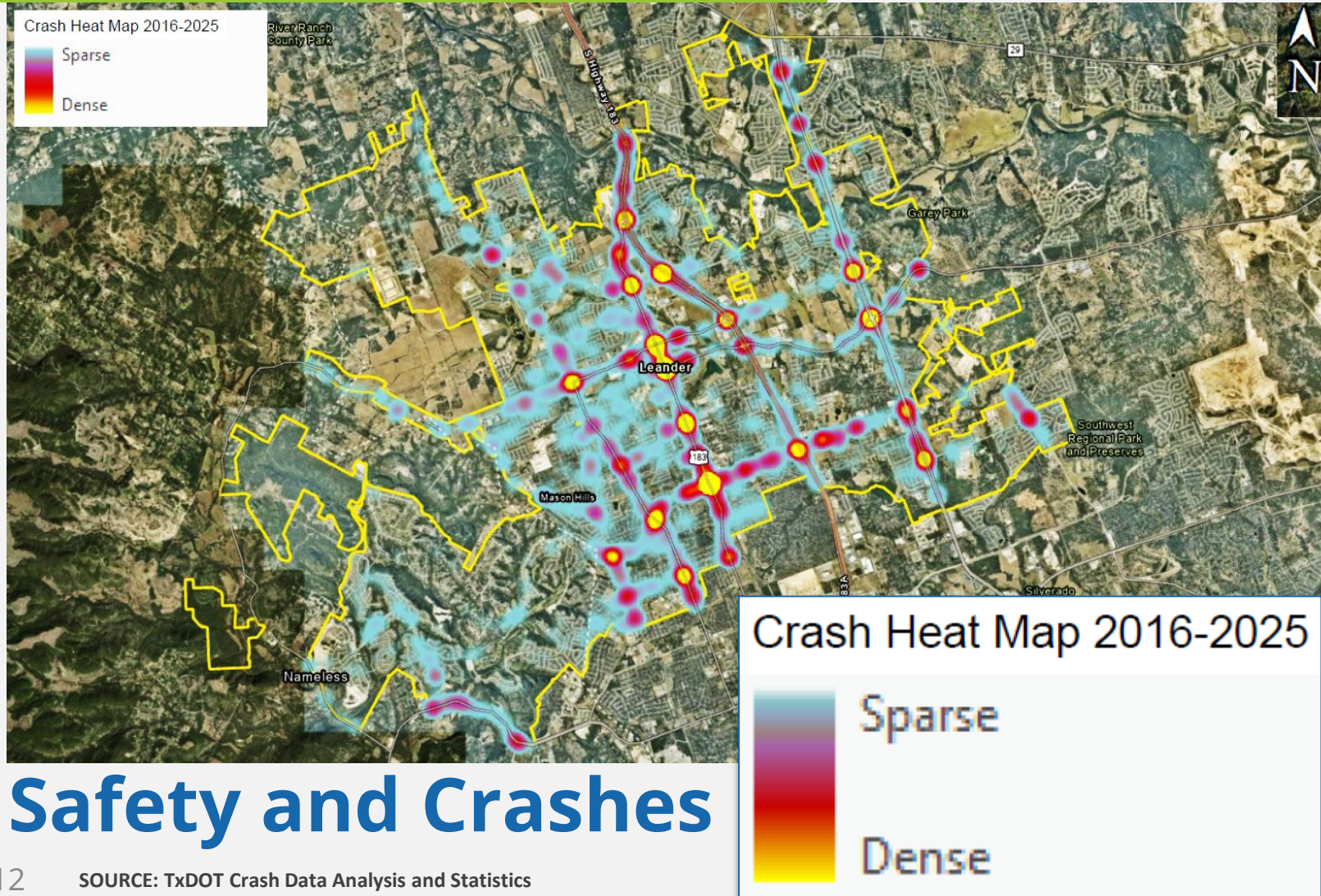
Georgetown 2024

1.39

Round Rock 2024

Leander Today

Examples of Plan Context



Leander 2016

429

Total crashes

15

Serious injuries



Leander 2025

715

Total crashes

20

Serious injuries

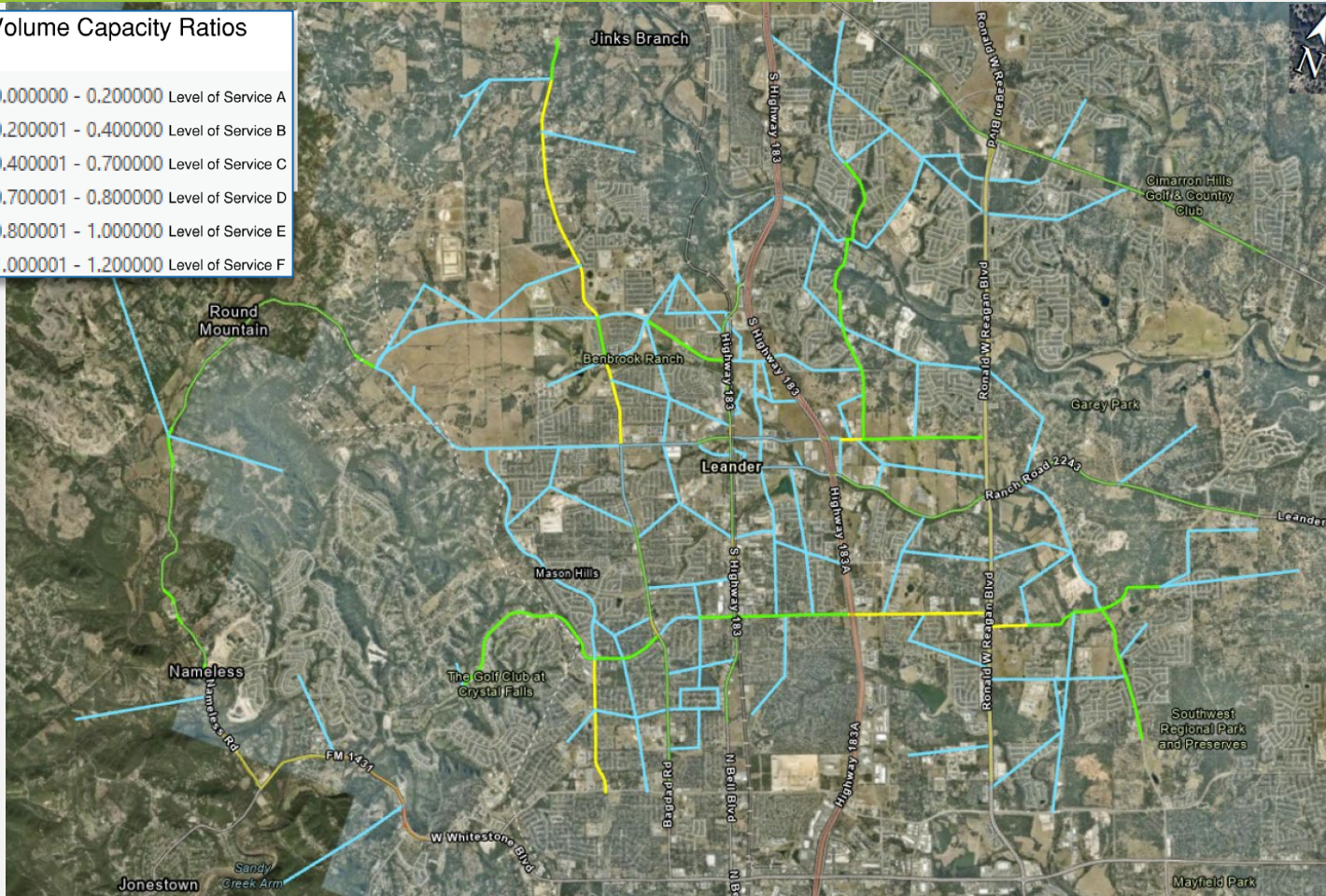
Safety and Crashes

Leander Today

Examples of Plan Context

2020 Volume Capacity Ratios

0.000000 - 0.200000	Level of Service A
0.200001 - 0.400000	Level of Service B
0.400001 - 0.700000	Level of Service C
0.700001 - 0.800000	Level of Service D
0.800001 - 1.000000	Level of Service E
1.000001 - 1.200000	Level of Service F



Congestion and Volume-to-Capacity Ratios



Leander 2020

- Few roads over capacity (FM 1431)
- Multiple roads nearing capacity:
 - Crystal Falls Parkway (east of US 183 Toll)
 - Ronald Reagan Blvd
 - North Bagdad Road
 - North Lakeline Blvd
 - US 183



Leander 2050

- Expect more roadways over capacity:
 - Crystal Falls Pkwy
 - CR 176 & 177
 - CR 270
 - North Bagdad Road
 - US 183
 - Kauffman Loop

Looking Ahead

Strategic opportunities and challenges facing Leander that must be addressed – or remain an ongoing focus – in the updated plans

Could involve:

- Growth management
- Demographics and socioeconomic trends
- Land use and development, including neighborhoods and the local housing outlook
- Transportation — of all types
- Public infrastructure, facilities and public safety services
- Economic outlook and tax base
- Recreation, amenities and overall livability
- Community image and appearance
- Others ...



Where to Focus?

**Above all else,
these plans
must address**
_____.

- ▶ **An ongoing or emerging issue**
- ▶ **A personal hope or priority for your community**



Potential Starter Top 10 List

>> *In no particular order*

If items to add that you consider
more important, then what would
you bump from the Top 10?

8

Managed growth
(service capacities,
resource protection)

9

Commercial growth
(jobs, tax base balance)

10

Housing options
(type, price, setting)

1

Long-term, reliable water supply

2

Public safety (security, hazards)

3

Traffic flow and congestion relief

4

Travel safety (vehicles, walking, biking)

5

Tax base and fiscal sustainability

6

More “complete” community
(recreation, amenities, culture)

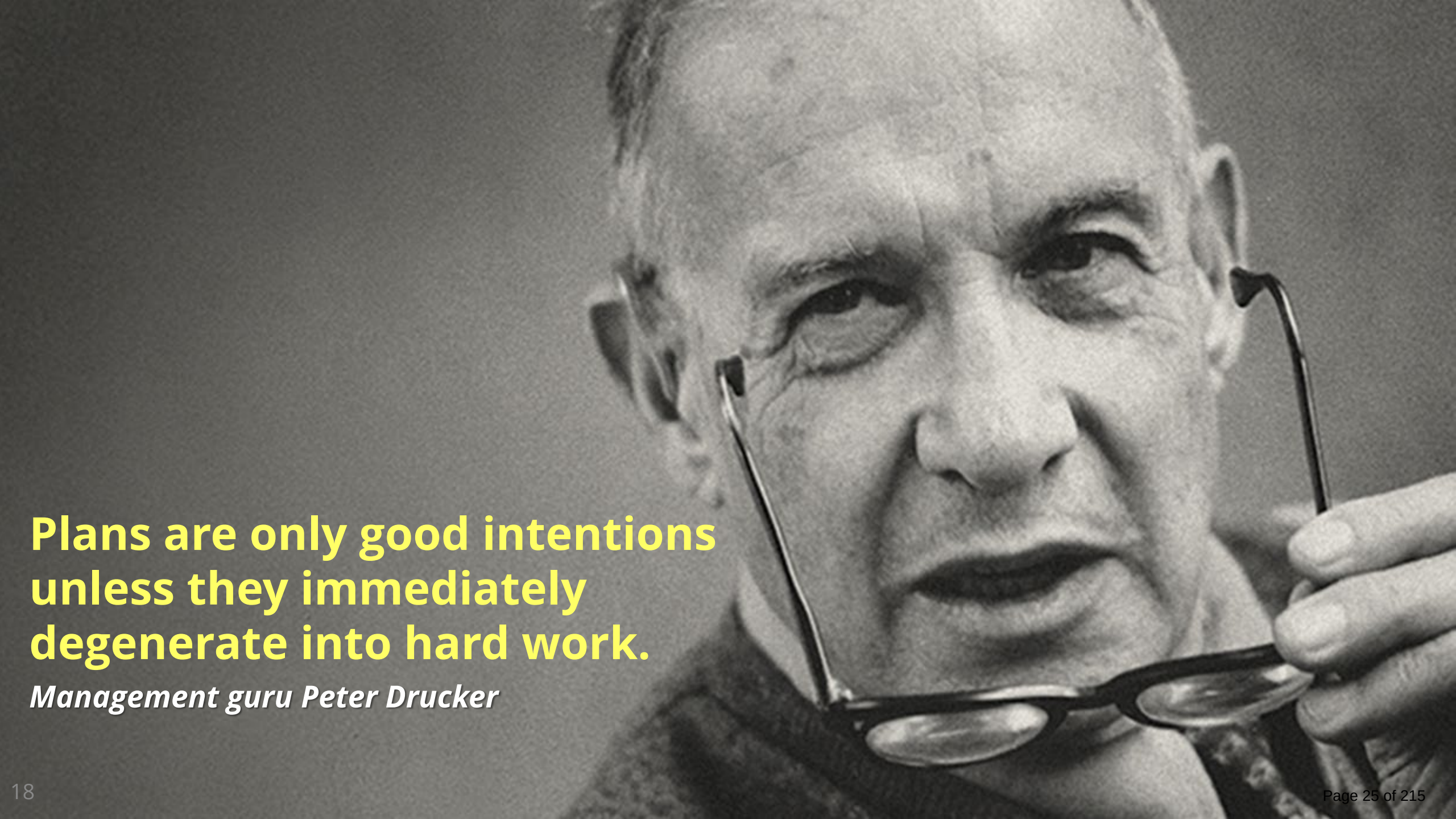
7

More connected community
(roads, sidewalks/paths, people)

A close-up photograph of a young child with light skin and dark eyes, wearing a blue shirt. The child is blowing out several lit birthday candles. The candles are in the foreground, slightly out of focus, with bright yellow and orange flames. The background is a soft, out-of-focus green.

**A goal
without a plan
is just a wish.**

Author Antoine de Saint-Exupéry

A black and white close-up portrait of Peter Drucker. He is an older man with a serious expression, looking slightly to the right. He is holding a pair of dark-rimmed glasses in his right hand, with the frames resting near his chin. The background is a soft, out-of-focus grey.

**Plans are only good intentions
unless they immediately
degenerate into hard work.**

Management guru Peter Drucker

An aerial photograph of a suburban neighborhood with many houses and trees. A large green rectangular overlay is positioned on the right side of the image, containing the text 'Thank You' and 'See you next in May ...'.

Thank You

See you next in May ...



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Approval of the minutes for meetings held on February 27, 2026 and March 5, 2026.

BACKGROUND:

Attached are the minutes for meetings held on February 27, 2026 and March 5, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the minutes for meetings held on February 27, 2026 and March 5, 2026.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes Special Meeting 02.27.2026
2. Draft Minutes Regular Meeting 03.05.2026



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Friday, February 27, 2026
Special Called Meeting at 6:30 PM



Mayor – Vacant

Place 1 – Stephen Chang

Place 2 – Michael Herrera

Place 3 – Natomi Blair

Place 4 – Annette Sponseller

Place 5 – Andrew Naudin

Place 6 – Becki Ross

City Manager – Todd Parton

A reception will be held at 6:00 p.m. prior to the convening of the meeting. Residents will have an opportunity to congratulate Mayor Thompson and take photos.

SPECIAL CALLED MEETING - CONVENE AT 6:30 PM

1. Open Meeting.

Opened meeting at 6:30 p.m.

2. Roll Call.

Roll call reflected all present except Councilmember Sponseller.

3. Welcome Special Guests and Visitors.

4. Ceremonial Oath of Office for newly elected Mayor.

5. Councilmember Closing Remarks.

Councilmembers congratulated newly elected Mayor Thompson and looked forward to continuing to work with her in her new role as Mayor.

6. Adjournment

Adjourned at 6:56 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



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

Pat Bryson Municipal Hall
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Briefing Workshop at 6:00 PM
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Mayor – Na'Cole Thompson
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Place 2 – Michael Herrera
Place 3 – Natomi Blair

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present.

3. Receive presentation and update from Edge Engineering on the progress of the Stormwater Master Plan including completed milestones, prioritized projects, and next steps for implementation.

Discussion included objectives; recap progress to-date; data collection; flood modeling; area of interest prioritization — top 15 projects; and next steps.

Briefing workshop adjourned at 6:29 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:00 p.m.; former Councilmember Chris Czernek provided the invocation; and Mayor Thompson led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

6. Welcome Special Guests and Visitors.

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

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

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

No one spoke.

8. Leander Chamber of Commerce tourism update including but not limited to, results on Texas Tour 2022, 2023, and 2024 along with goals for 2026.

Presentation included funds spent in 2025 on tourism; budget for 2026; 2025 goals; results from work in 2025; Spotlight City video; trip builder; tourism friendly city; and 2026 goals.

9. Recognitions/Proclamations/Visitors.

- Certificate of Recognition of Congressional App Challenge winners: 1st place team from Rouse High School consisting of Pranav Jaishankar, Amartyaram Jami, Ronit Baldaniya and 2nd place Aditya Jha from Running Brush Middle School.
- CTX Learning Festival Proclamation

CONSENT AGENDA: ACTION

Mayor Thompson stated Item 14 was pulled from the consent agenda and will be considered separately.

Motion: Approve consent agenda items 10 through 13.

By: Councilmember Chang

Seconded: Councilmember Blair

Vote: 7 - 0

10. Approval of the minutes for meetings held on February 17, 2026, and February 19, 2026.
11. Award of Solicitation S26-006 to D.I.J. Construction, Inc., for the furnishing of all labor, material, equipment, and supervision necessary to perform all work required for roadway striping services on an "as needed" basis for five (5) years not to exceed \$500,000.00; and authorize the City Manager to execute any and all necessary documents.
12. Approval of the purchase of materials and installation services with Cunningham Recreation utilizing BuyBoard Cooperative Contract 781-25 to resurface the Lakewood Park Splash Pad due to July 2025 flooding that caused extensive damage in the amount of \$185,916.12; and authorize the City Manager to negotiate a contract and execute any and all necessary documents.
13. Approval of Task Order GEN-HDR-CIPS23-019-01 under the Agreement for Professional Services with HDR Engineering, Inc. (HDR), for engineering and inspection services related to micro-trenching in the amount of \$99,918.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of a Resolution for the Leander Fire Department to submit a grant with the 2026 Urban Area Security Initiative (UASI) for a command bus at a cost of \$800,000.00 with no matching funds from the City; and authorize the City Manager to execute any and all necessary documents.

Motion: Approve Resolution for grant submittal.

By: Councilmember Ross

Seconded: Councilmember Chang

Vote: 7 - 0

PUBLIC HEARING: ACTION

15. Conduct a Public Hearing pursuant to Chapter 26, Texas Parks and Wildlife Code, regarding the proposed installation of a public water line on public parkland located on Lot 87, Block B, of Stewart Crossing Phase 1 Subdivision more particularly depicted by the plat recorded as Document No. 2016026419 of the Official Public Records of Williamson County, Leander, Williamson County, Texas, for the purpose of installation, maintenance, and operation of an underground water line; whether there is no feasible and prudent alternative to the use or taking of such land; and whether the project includes all reasonable planning to minimize harm to the land, as a park.
- Discuss and consider action on an Ordinance making findings pursuant to Chapter 26, Texas Parks and Wildlife Code, regarding the installation of a public water line as described above requiring use of public parkland for the installation of public infrastructure; and authorize the City Manager to execute any and all necessary documents.

Public Hearing opened at 7:53 p.m.; Public Hearing closed at 7:54 p.m. Jared Bowers, 1308 Monroe Street spoke in favor of the request. No one spoke in opposition.

Motion: Approve Ordinance making findings pursuant to Chapter 26.

By: Councilmember Ross

Seconded: Councilmember Sponseller

Vote: 7 - 0

REGULAR AGENDA

16. Discussion and consider action to appoint the members of the Comprehensive Plan Advisory Committee (CPAC) for the City of Leander 2026 Comprehensive Plan Update.

Motion: Appoint the following individuals to the CPAC: Serenity Coats, Andy Eis, Laura Davis, Mark Moore, Anita Chumnavech, Monique Boakes, Laura Lantrip, Tiesa Hollaway, Kyla Spady, Marcia Back and Julie Vaughn.

By: Mayor Thompson

Seconded: Councilmember Sponseller

Vote: 7 - 0

17. Receive presentation and consider City Council Subcommittee recommendations on the composition and duties of boards, committees, and commissions.

Presentation included committee steering process overview; challenges with current standards; a recommendation that current non-statutory boards be converted to ad hoc structure; and suggested guidelines. Following a discussion, the City Council took no action and would bring back for a future workshop.

18. Council Member Closing Statements.

Natomi Blair - congratulated new police officers; fire personnel on promotions.

Annette Sponseller - commented on recent special election; the integrity of the city secretary's office; recent emergency management training; meeting with all the Directors and City Manager leadership; and upcoming events.

Andrew Naudin - commented on this date in history in 1770 the Boston Massacre; and on this date in music history in 1971 Led Zepplin debuted Stairway to Heaven live; and talk to your neighbors, be mindful of mental health.

Na'Cole Thompson - stated dinner came from Domino's tonight; reminded everyone to shop locally; and commented on upcoming events.

19. 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 acquisition of properties for public purpose; and
2. Section 551.071, Section 551.072 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Agreement for Project EDA-26-001; and
3. Section 551.071, Section 551.072 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of a Chapter 380 Agreement(s) for Project EDA-26-002; and
4. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the S.S. Evans Survey Abstract 275, Travis County for water line easements and temporary construction easements relating to the Hero Way West Water Line Project.

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

1. Acquisition of property for public purpose; and
2. Old Town Incentive Agreement(s) for Project EDA-26-001; and
3. Chapter 380 Agreement(s) for Project EDA-26-002; and
4. Acquisition of properties located in the S.S. Evans Survey Abstract 275, Travis County for water line easements and temporary construction easements relating to the Hero Way West Water Line Project.

Convened into Executive Session at 8:57 p.m.; reconvened into open session at 9:42 p.m.

1. No action.
2. No action.

3. No action.

4. Motion: Approve the acquisition of properties located in the S.S. Evans Survey Abstract 275, Travis County for water line easements and temporary construction easements relating to the Hero Way West Water

By: Councilmember Ross

Seconded: Councilmember Naudin

Vote: 7 - 0

20. Adjournment

Adjourned at 9:43 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Approval of an amendment to the Memorandum of Understanding between the City of Leander and Hill Country Hyzers Disc Golf Club updating the roles and responsibilities and an additional disc golf site at Devine Lake Park, Leander, Texas; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

At the December 10, 2025, City Council meeting, staff received direction to prepare updates to the existing Memorandum of Understanding (MOU) with the Hill Country Hyzers Disc Golf Club (HCH). The original 2022 MOU, along with the current 2024 MOU, are attached for reference.

Updates include expanding the scope of the agreement to include the installation of a new disc golf course at Devine Lake Park and updating roles and responsibilities for both parties. This amended MOU outlines expectations related to funding participation, data reporting, cost-sharing discussions with HCH, and long-term planning for additional disc golf amenities, including exploration of a future third course per City Council direction.

More specifically, the City and HCH will continue to operate under a partnership through this amended MOU, which outlines shared responsibilities for the maintenance and operations of the Benbrook Ranch Park Disc Golf Course. That course remains a valued community asset, supported by a 2022 redesign completed in collaboration with HCH, Mint Discs, and Oise Disc Golf Design. The City will continue to provide course maintenance while HCH will continue to program activities and monitor course conditions.

Also, this amended MOU will help to ensure continued access to disc golf amenities during the construction of the North Brushy Creek Interceptor Project, which will temporarily disrupt the Benbrook Ranch course, by establishing a proposed new beginner-friendly disc golf course at Devine Lake Park. This location will serve as a permanent secondary course within the park system and provide an accessible option for new players and families.

The Devine Lake Park proposed design document is attached. The estimated cost of the Devine Lake course is approximately \$20,000.00, and HCH has expressed interest in participating in cost-sharing, consistent with past cooperative projects.

HISTORY/TIMELINE:

11/08/2022 - Executed MOU with HCH for improvements to the Benbrook Ranch Disc Golf Course.
01/18/2024 - Council approved MOU with HCH for operations and use of the Benbrook Ranch Disc Golf Course.
12/10/2025 - Received Council consensus to update the MOU.

APPLICANT/AGENT:

RECOMMENDATION:

Approval of the MOU amendment with the City of Leander and HCH Disc Golf Club updating the roles of responsibilities and an additional disc golf site at Devine Lake Park.

PRESENTER:

Ashlea Boyle, Executive Director of Parks, Recreation, and Community Services

Fiscal Impact

Attachments:

1. Hill Country Hyzers Disc Golf Club - MOU - 11.08.2022
2. Hill Country Hyzers Disc Golf Club - MOU - 01.18.2024
3. First Amended and Restated MOU with Hill Country Hyzers Disc Golf Club
4. Devine Lake Park Proposed Disc Golf Course Design
5. Disc Golf Photos

MEMORANDUM OF UNDERSTANDING
JOINT PROPERTY ENHANCEMENT PROJECT BY
CITY OF LEANDER PARKS AND RECREATION
AND
HILL COUNTRY HYZERS DISC GOLF CLUB

To: Mark Tummons, Parks and Recreation Director, City of Leander
Christopher Albert, Hill Country Hyzers Board Member
Alexander 'Xan' Erwin, Hill Country Hyzers Board Member
Mike Olse, Olse Disc Golf Design

From: Kelsey Heiden, Assistant Parks and Recreation Director, City of Leander

Date: September 2, 2022

Subject: Joint property enhancement project at Benbrook Ranch Park Disc Golf Course

INTRODUCTION:

The Hill Country Hyzers Disc Golf Club ("HCH"), and the City of Leander Parks and Recreation Department ("LPARD"), agree to work cooperatively on the Benbrook Ranch Park Disc Golf Course Redesign ("PROJECT"), in the manner specified below in this Memorandum of Understanding ("MOU"):

\$10,000 will be awarded to Olse Design (Mike Olse) in a partnership between: Leander Parks and Recreation (LPARD), Hill Country Hyzers Disc Golf Club (HCH), and Mint Discs (MINT). The project will include a design document outlining the proposed tee and basket locations for each hole. Additionally, Mike Olse will work with LPARD and the HCH during implementation of new holes, moving dirt, trimming trees, and for basket and tee placement.

It is understood by all parties herein that this MOU is not intended to be a legally binding agreement and that it is solely for the purpose of stipulating, outlining and facilitating proposed steps necessary for institution of the PROJECT.

HCH AGREES TO THE FOLLOWING:

1. Fund \$4,501 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
2. Work with Mint Discs to fundraise for the PROJECT, collecting and funding an additional \$2,500 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
3. Utilize HCH members to assist in clearing of the PROJECT.
4. Utilize HCH members to assist in implementation of the PROJECT.

LPARD COOPERATION FOR THE FOLLOWING:

5. Identify proposed space on CITY property, as determined by CITY, to accommodate the PROJECT.
6. Fund \$2,999 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
7. Purchase of new sleeves for baskets as determined by the PROJECT design.
8. Utilize Parks and Recreation Maintenance and Operations team members to assist in clearing and implementation of the PROJECT.

9. Utilize Parks and Recreation Maintenance and Operations team members to correct current and planning for future erosion control concerns as determined by the PROJECT plan.
10. Installation of drainage culverts at creek crossings.
11. Utilize community volunteers, as determined by CITY, with HCH to help maintain the PROJECT.
12. Installation of concrete tee pads at existing and new tee locations, as determined by the PROJECT design.
13. Relocation of baskets, as determined by the PROJECT design.

HCH AND LPARD AGREE TO THE FOLLOWING:

1. Work together to develop, for the benefit of the community, programs to further expand the PROJECT.

TERM:

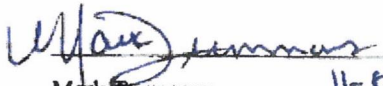
The term for the MOU is through the completion of the design and implementation of the PROJECT, not to exceed one year.

AMENDMENT OR TERMINATION:

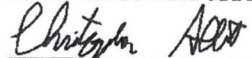
This MOU will become effective on the date of the last signature written below (the "Effective Date") and will remain in force thereafter, until the project is completed, unless and until terminated as specified herein. CITY or HCH may terminate at any time, with or without notice, if HCH or CITY desires to terminate this MOU, a written notice is requested to be given to parties no less than 10 calendar days prior to the desired date of termination.

City of Leander Parks and Recreation	Kelsey Heiden	kheiden@leandertx.gov
Hill Country Hyzers Disc Golf Club	Alexander 'Xan' Erwin	xan.erwin@yahoo.com
Hill Country Hyzers Disc Golf Club	Christopher Albert	Christopher.Albert00@gmail.com
Olse Disc Golf Design	Mike Olse	mikeolsediscgolfdesign@mail.com

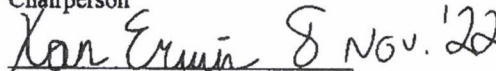
CITY OF LEANDER, TEXAS


 Mark Tummons
 Parks and Recreation Director
 11-8-22

HILL COUNTRY HYZERS DISC GOLF CLUB

 04 Nov 22

Christopher Albert
 Chairperson

 8 Nov. '22
 Alexander 'Xan' Erwin
 Secretary

MIKE OLSE DISC GOLF DESIGN

 11/4/22
 Mike Olse
 Owner, Disc Golf Design

MEMORANDUM OF UNDERSTANDING

between the
Hill Country Hyzers Disc Golf Club
and
City of Leander

This Memorandum of Understanding ("MOU") is made and entered into by and between the Hill Country Hyzers Disc Golf Club, a nonprofit community-based group exempt under section 501c3 of the federal tax code (hereinafter referred to as "Hyzers"), and City of Leander, a municipal corporation located in Leander, Texas, (hereinafter referred to as "City").

WHEREAS:

1. The City, by and through its City Council, has deemed it in the best interest and good will for the citizens of Leander to maintain and improve the City-owned Benbrook Ranch Park and Disc Golf Course ("Course"); and
2. The Hyzers desire to promote disc golf as a viable recreational and competitive sport in the Central Texas area; and
3. The City has need for assistance in funding, coordinating, and implementing Course improvements; and
4. The Hyzers desire to assist the City with Course improvements while allowing the City to retain responsibility and final authority on improvement activities.

NOW, THEREFORE, in consideration of the mutual benefits to each party hereto, the parties agree as follows:

1. The Hyzers agree to submit a calendar of planned activities, including leagues and tournaments, to the City at the beginning of each calendar year. If City planned activities conflict with Hyzers planned activities, City activities will take priority.
2. The Hyzers agree to abide by City permit, license, and insurance requirements for activities hosted at the Course, as applicable, and will not delegate event host responsibilities to a third party.
3. The Hyzers agree to inform participants associated with activities hosted at the Course of City park rules and will assist the City in encouraging compliance.
4. The Hyzers agree to collect funds associated with activities hosted at the Course to be used for Course improvements. Funds will be transferred to the City in the form of an annual check payment. Discussion of the use of funds will be a joint discussion between the City and Hyzers.
5. The City agrees to maintain Course facilities at mutually agreed standards during Hyzers planned activities, as well as monitor course conditions and address concerns in a timely manner, so as to facilitate an optimal play environment.

6. The City agrees to allow Hyzers to promote the Course in marketing and advertising of Hyzers planned activities. However, Hyzers must seek pre-approval from the City to display temporary signage on Course grounds, and sign uses and contents must not conflict with other City rules and regulations.
7. Terms of this MOU are governed by the laws of the state of Texas and Benbrook Ranch Park and Disc Golf Course is located in Williamson County, Texas. This is the entire agreement and there is no other agreement.
8. This MOU is for the term of five (5) years from the date signed by the parties, unless terminated earlier. The MOU may be renewed for an additional five (5) years upon agreement of the parties.
9. This MOU may be terminated by either party upon thirty (30) days' written notice.
10. This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.

THE UNDERSIGNED accept and agree to implement the responsibilities detailed in this Memorandum of Understanding. In witness whereof, the parties, hereto, have executed this agreement:

CITY OF LEANDER, TEXAS
(THE CITY)

HILL COUNTRY HYZERS
DISC GOLF CLUB (HYZERS)

By: 
Isaac D. Turner, Interim City Manager
Date: 1/28/24

By: 
Alexander Erwin, President
Date: 8 January, 2024

Attest:


Dara Crabtree, City Secretary
Date: 01.18.2024

Attest:

Witness
Date: _____

**FIRST AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING**
between the
Hill Country Hyzers Disc Golf Club
and
City of Leander

This First Amended and Restated Memorandum of Understanding (“MOU”) is made and entered into by and between the Hill Country Hyzers Disc Golf Club, a nonprofit community-based group exempt under section 501(c)(3) of the federal tax code (hereinafter referred to as “Hyzers”), and City of Leander, a municipal corporation located in Leander, Texas, (hereinafter referred to as “City”).

WHEREAS:

1. The City, by and through its City Council, has deemed it in the best interest and good will for the citizens of Leander to maintain and improve the City-owned Benbrook Ranch Park and Disc Golf Course and Devine Lake Park Disc Golf Course (collectively, the “Courses”); and
2. The parties intend to explore opportunities for a potential third disc golf course as part of future park planning, including locations such as San Gabriel Park or other suitable sites; and
3. The Hyzers desire to promote disc golf as a viable recreational and competitive sport in the Central Texas area; and
4. The City has need for assistance in funding, coordinating, and implementing Course improvements; and
5. The Hyzers desire to assist the City with Course improvements while allowing the City to retain responsibility and final authority on improvement activities.

NOW, THEREFORE, in consideration of the mutual benefits to each party hereto, the parties agree as follows:

1. The Hyzers agree to submit a calendar of planned activities, including leagues and tournaments, to the City at the beginning of each calendar year. If City planned activities conflict with Hyzers planned activities, City activities will take priority.
2. The Hyzers agree to abide by City permit, license, and insurance requirements for activities hosted at the Courses, as applicable, and will not delegate event host responsibilities to a third party.
3. The Hyzers agree to inform participants associated with activities hosted at the Courses of City park rules and will assist the City in encouraging compliance. The Hyzers will promptly report any safety concerns, hazards, or maintenance issues to the City.
4. The Hyzers agree to collect funds associated with activities hosted at the Courses to be used for improvement of the Courses. Funds will be transferred to the City in the form of an annual

check payment. Discussion of the use of funds will be a joint discussion between the City and Hyzers. The Hyzers will collaborate with the City on planning, design concepts, and cost-sharing related to improvements across all Course locations.

5. The City agrees to maintain all Course facilities at mutually agreed standards during Hyzers planned activities, as well as monitor course conditions and address concerns in a timely manner, so as to facilitate an optimal play environment, provided funding is available and allocated for such purposes. The Hyzers may assist with maintenance of the Courses through volunteer efforts only when such activities have been reviewed and approved in advance by the City, provided that prior to engaging in maintenance or related activities volunteers shall complete and sign volunteer forms supplied by the City.
6. The Hyzers agree to provide a monthly report to the City that includes the following:
 - a. Estimate of total rounds played each month at each course;
 - b. Brief description and attendance numbers of club-organized activities held each month at each course (events, tournaments, leagues, clinics, etc.);
 - c. Monthly financial report that includes 1) summary of all revenues received related to disc golf activities; 2) all expenditures made for course maintenance, operations, programming, supplies, or improvements; and 3) the current balance of all funds held by the Club that are designated for or associated with the Courses; and
 - d. Any additional information reasonably requested by the City.
7. The Hyzers agree to provide an annual report to the City that includes the following:
 - a. Summary of all revenues, expenditures, donations, sponsorships, and in-kind contributions for the preceding year, including a statement of the year-end balance of all disc-golf-related funds maintained by the Club; and
 - b. Any additional information reasonably requested by the City.
8. The City agrees to allow Hyzers to promote the Courses in marketing and advertising of Hyzers planned activities. However, Hyzers must seek pre-approval from the City to display temporary signage on grounds of the Courses, and sign uses and contents must not conflict with other City rules and regulations.
9. Terms of this MOU are governed by the laws of the state of Texas. Benbrook Ranch Park and Disc Golf Course and Devine Lake Park are both located in Williamson County, Texas. This document constitutes the entire agreement between the parties.
10. The parties shall designate points of contact which either party may change from time to time. The following points of contact are designated for communication:
 - a. Hyzers – Primary: Alexander Erwin (President);
Secondary: Clint Blaylock (Vice President)
 - b. City – Primary: John Smyth (Parks and Facilities Operations Manager);
Secondary: Vacant (Parks and Facility Operations Assistant Manager).
11. Notices and reports provided for in this MOU shall be delivered to the physical address or

email address as follows:

If to the Hyzer:

Alexander Erwin - President
229 Montell Drive, Georgetown, Texas 78628
512-557-9246
info@hyzers.org

If to the City:

John Smyth - Parks and Facilities Operations Manager
406 Municipal Drive, Leander, Texas 78641
jsmyth@leandertx.gov

12. The Hyzers shall operate under this MOU as an independent contractor and not as an employee, agent, partner, or representative of the City. Nothing in this MOU shall be construed to create an agency, joint venture, or employment relationship between the parties, and the Hyzers have no authority to bind or obligate the City in any manner.
13. Any disputes arising out of or relating to this MOU shall be brought and resolved exclusively in the state or federal courts located in Williamson County, Texas.
14. This MOU is for the term of five (5) years from the date signed by the parties, unless terminated earlier. The MOU may be renewed for an additional five (5) years upon written agreement of the parties.
15. This MOU may be terminated by either party upon thirty (30) days' written notice.
16. This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.
17. This MOU amends and replaces in its entirety the Memorandum of Understanding between the Hill Country Hyzers Disc Golf Club and the City of Leander dated January 18, 2024.

THE UNDERSIGNED accept and agree to implement the responsibilities detailed in this Memorandum of Understanding. In witness whereof, the parties, hereto, have executed this agreement:

CITY OF LEANDER, TEXAS
(THE CITY)

HILL COUNTRY HYZERS
DISC GOLF CLUB (HYZERS)

By: _____
Todd Parton, City Manager

By: _____
Alexander Erwin, President

Date: _____

Date: _____

Attest:

Attest:

Dara Crabtree, City Secretary

Witness

Date: _____

Date: _____

Devine Lake Park Proposed Disc Golf Course Design



Maroon = proposed holes



Members of Hyzers Disc Golf Club at Benbrook Park



Disc Golf Basket or Target - the metal tray at the bottom is referred to as the tray or cage.



Disc Golf Player In Action



Disc Golf Players In Action



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Approval of Change Order No. 3 to CC Carlton Industries, Ltd. to close out the construction of the San Gabriel East Elevated Storage Tank, (CIP W.41) in the amount of (\$342,037.17) reducing the total contract amount to \$7,938,970.33; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Change Order No. 3 is the project close out change order for the construction completion of the San Gabriel East Pump Station, 1.25 Million Gallon Elevated Storage Tank and 6,500 linear feet of 24-inch transmission line installation. These projects complete the extension of a 24-inch water transmission and distribution line along San Gabriel Parkway from Ronald Reagan Boulevard west to Bagdad Road. These improvements provide water service capacity and redundant water service transmission in the northern and northwestern parts of the city.

Bids for this project were received on January 26, 2023, with two (2) bids received. The lowest qualified bid was from CC Carlton Industries, Ltd. (CC Carlton), in the amount of \$8,281,007.50, who were awarded the construction contract by the City Council on March 3, 2023.

Change Order No. 1 to this contract was executed to provide CC Carlton an additional 33 days to their contract deadline to resolve scheduling conflicts with a separate City contractor (Gage and Cade Construction) who needed to construct a temporary access road before they could mobilize on the site. Both CC Carlton and Gage and Cade Construction were issued Notices to Proceed on the same day, May 1, 2023.

Change Order No. 2 addressed weather delay impacts affecting the construction of the elevated storage tank. CC Carlton was eligible for 59 additional days due to rain delays.

Change Order No. 3 is the project close-out change order which accounts for the following: removal of shaft abrasive blast cleaning specification requirement, as abrasive blast cleaning is not required per final tank manufacturing standards; the installation of chain link fence, guardrail, iron ornamental fence; the removal of embankment extension for the safe buildout of the elevated storage tank bowl section; and weather delay impacts. Additionally, a credit was returned to the City for the void mitigation and masonry wall line item scopes that were found not to be necessary for the construction of this project.

HISTORY/TIMELINE:

08/06/2020 – Contracted with K. Friese + Associates to engineer and design a water storage tank and 6,500 extension of 24-inch diameter water transmission main.

12/01/2021 – Completed 24-inch diameter water transmission main extension project is completed.

8/12/2022 – City received one (1) bid for San Gabriel Elevated Storage Tank solicitation.

09/15/2022 – City rejected one (1) bid received on 08/12/2022 and began the process to resolicit.

01/26/2023 – City received two (2) bids for San Gabriel Elevated Storage Tank in the 2nd solicitation.

02/17/2023 – City finalizes qualifications for CC Carlton Industries, Ltd.

03/03/2023 – City Manager executed a contract with CC Carlton Industries, Ltd.

05/01/2023 – Notice to Proceed issued to CC Carlton Industries, Ltd.
08/23/2024 – Change Order No. 1 is executed for the addition of 33 days due to construction of a temporary access road prior to mobilization to site and \$0;
09/27/2024 – Change Order No. 2 is executed for the addition of 59 days due to the impact of weather delays and \$0.
06/23/2025 – City accepts beneficial use of the San Gabriel East Elevated Storage Tank.
12/04/2025 – Requested additional safety guardrails and gates installation completed, completing punch list.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Change Order 3 closing out the project and providing a deduction in the amount of \$342,037.17, thereby reducing the total contract amount to \$7,938,970.33.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	(\$342,037.17)
<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>	Water Impact Fees

Attachments:

1. W.41 - Change Order No. 3

CHANGE ORDER NO. 3

Owner:	City of Leander	Owner's Project No.:	W.41
Engineer:	K. Frieze + Associates	Engineer's Project No.:	N/A
Contractor:	CC Carlton Industries, Ltd.	Contractor's Project No.:	N/A
Project:	SAN GABRIEL ELEVATED STORAGE TANK		
Contract Name:	21-CIP-005: SAN GABRIEL ELEVATED STORAGE TANK		
Date Issued:	March 3, 2023		

The Contract is modified as follows upon execution of this Change Order:

Description: W.41 Closeout Change Order

- Removal of Shaft abrasive blast cleaning requirement.
- Chain link fence, guardrail, iron ornamental fence, install and remove embankment extension for safe buildout of EST Bowl section, and weather impacts.
- Realignment of line-item allocations.

Attachments: **CC Carlton Industries, Ltd. Change Order Proposals**

Change in Contract Price
Original Contract Price:
\$8,281,007.50
Previously incorporated Change Orders:
\$0.00
Contract Price Incorporating Previous Change Orders:
\$8,281,007.50
Decrease - Change Order No. 3:
\$342,037.17
Contract Price incorporating this Change Order:
\$7,938,970.33
Change in Contract Times
The CONTRACT TIME will be increased by two hundred eighty (280) calendar days for the substantial completion of improvements.

Recommended by Engineer

Signature: 

Name: Greg Blackburn, PE

Title: Project Manager

Date: 02/16/2026

Authorized by Owner

Signature: _____

Name: _____

Title: _____

Date: _____

Accepted by Contractor

Signature: 

Name: Damian Porter

Title: Director of Plant Operations

Date: 2-17-26

From C. C. CARLTON IND., LTD.
10265 TX - 29
LIBERTY HILL, TX 78642

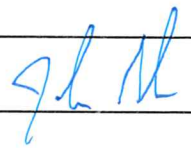
San Gabriel EST Shaft Abrasive Removal Change Order

ITEM NO	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1	Shaft Abrasive blast cleaning deduct	1.00	LS	\$ 5,000.00	5,000.00
For the Total Sum of: Five Thousand Dollars					5,000.000

This Change Order will add < 0 DAYS > days to the Contract

C. C. Carlton Industries, Ltd.

By: John Graham

Signature: 

8/29/2024

Owner

By:

Signature:

Date:

Engineer: K.Friese

By:

Signature:

Date:



April 22, 2024

Mr. John Graham
C.C. Carlton Industries
4875 Martin Court
Smyrna, GA 30082

RE: Removal of shaft abrasive blast cleaning requirement.

Mr. Graham,

Phoenix would like to request the removal of the abrasive blast cleaning requirement on the shaft from the contract. Phoenix has a form system that creates a smooth finish on the exterior of the shaft and no abrasive blast cleaning is needed to clean up the concrete. It is also our experience that abrasive blast cleaning the concrete can open holes that did not exist prior and cause maintenance issues in the future for the city. Phoenix would be able to offer a deduct to remove the abrasive blast cleaning requirement of \$5,000.00.

Please let me know if this is acceptable.

Thank you,

Courtney McLaughlin

Courtney McLaughlin
Project Manager



PCO No. #3

To:	City of Leander	Job Name:	San Gabriel EST
		Job #:	23-010
		Date:	10/14/2025

From C. C. CARLTON IND., LTD.
10265 TX - 29
LIBERTY HILL, TX 78642

San Gabriel EST 8' High Chaink Link Fence(Black)/Ornamental Iron Fence/Embankment/Weather Days

ITEM NO	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1	8' High Chaink Link Fence (Black Coated)	55.00	LF	\$ 80.16	4,408.53
2	42" 2 Rail Ornamental Iron Fence W/ 1 gates & 8' Cross Fences	173.00	LF	\$ 90.52	15,659.30
3	Install and Remove Embankment for Safe Buildout of EST Bowl Section				-
4	Weather Days				-

For the Total Sum of:

20,067.83**This Change Order will add 280 DAYS days to the Contract**C. C. Carlton Industries, Ltd.By: Justin Lyon10/14/2025



c. c. Carlton Industries, Ltd.

6207 Bee Caves Rd., Suite 320
Austin, TX 78746
Office: (512) 476-4282

CHANGE REQUEST WORKSHEET

REQUESTED BY: C. C. Carlton Industries, Ltd.
10265 TX-29, Liberty Hill, TX 78642
Austin, Tx. 78746

DATE: 10/14/2025
CHANGE REQUEST NUMBER: PCO No. #3
CONTRACT NUMBER: 23-010

PROJECT NAME: 0

DESCRIPTION: 8' High Chaink Link Fence (Black Coated)

Labor:

	LABOR CLASSIFICATION	HOURS				HOURLY RATE	LABOR COST
		x1.0	x1.5	x2.0	DIFF.		
1						\$0.00	\$0.00
2						\$0.00	\$0.00
3						\$0.00	\$0.00
4						\$0.00	\$0.00
5						\$0.00	\$0.00
6						\$0.00	\$0.00
7						\$0.00	\$0.00

TOTAL LABOR: \$0.00 Line 1

MATERIALS:

	MATERIAL DESCRIPTION	QTY	UNITS	UNIT COST	MATERIAL COST
1			EA		\$0.00
2			TN		\$0.00
3			LF		\$0.00

SUBTOTAL MATERIAL: \$0.00

SALES TAX: \$0.00

TOTAL MATERIALS: \$0.00 Line 2

EQUIPMENT COSTS:

	DESCRIPTION	QTY	UNITS	UNIT COST	OTHER COST
1			HR		\$0.00
2			HR		\$0.00
3			HR		\$0.00

TOTAL EQUIPMENT COSTS: \$0.00 Line 3

SUBCONTRACTS:

	SUBCONTRACTOR NAME / DESCRIPTION	QTY	UNITS	UNIT COST	SUB COST
1	8' High Chain Link Fence(Black Coated)	55	LF	\$68.00	\$3,740.00

SUBCONTRACT COSTS: \$3,740.00 Line 4

(Sum of Lines 1, 2, 3, and 4) SUBTOTAL: \$3,740.00 Line 5

Mark-up = 15% MARK-UP: \$561.00 Line 6

Bond = 2.5% Bond: \$107.53

(Total of Lines 5 and 6) GRAND TOTAL: \$4,408.53 Line 7

TOTAL CHANGE REQUEST: \$4,408.53

Note:

A change order will be processed for the amount shown to facilitate payment. If a change order is not received by the end of the month in which the work was performed, this price request will be invoiced to protect our lien rights.

SUBMITTED BY:

Justin Lyon

DATE: 10/14/2025



c.c. Carlton Industries, Ltd.

6207 Bee Caves Rd., Suite 320
Austin, TX 78746
Office: (512) 476-4282

CHANGE REQUEST WORKSHEET

REQUESTED BY: C. C. Carlton Industries, Ltd.
10265 TX-29, Liberty Hill, TX 78642
Austin, Tx. 78746

DATE: 10/14/2025
CHANGE REQUEST NUMBER: PCO No. #3
CONTRACT NUMBER: 23-010

PROJECT NAME: 0

DESCRIPTION: 42" 2-Rail Ornamental Iron Fence W/ 1 Gate & 8' Cross Fences

Labor:

	LABOR CLASSIFICATION	HOURS				HOURLY RATE	LABOR COST
		x1.0	x1.5	x2.0	DIFF.		
1						\$0.00	\$0.00
2						\$0.00	\$0.00
3						\$0.00	\$0.00
4						\$0.00	\$0.00
5						\$0.00	\$0.00
6						\$0.00	\$0.00
7						\$0.00	\$0.00

TOTAL LABOR: \$0.00 Line 1

MATERIALS:

	MATERIAL DESCRIPTION	QTY	UNITS	UNIT COST	MATERIAL COST
1			EA		\$0.00
2			TN		\$0.00
3			LF		\$0.00

SUBTOTAL MATERIAL: \$0.00

SALES TAX: \$0.00

TOTAL MATERIALS: \$0.00 Line 2

EQUIPMENT COSTS:

	DESCRIPTION	QTY	UNITS	UNIT COST	OTHER COST
1			HR		\$0.00
2			HR		\$0.00
3			HR		\$0.00

TOTAL EQUIPMENT COSTS: \$0.00 Line 3

SUBCONTRACTS:

	SUBCONTRACTOR NAME / DESCRIPTION	QTY	UNITS	UNIT COST	SUB COST
1	42" 2-Rail Ornamental Iron Fence W/ 1 Gate & 8' Cross Fences	173	LF	\$76.79	\$13,284.67

SUBCONTRACT COSTS: \$13,284.67 Line 4

(Sum of Lines 1, 2, 3, and 4) **SUBTOTAL:** \$13,284.67 Line 5

Mark-up = 15% **MARK-UP:** \$1,992.70 Line 6

Bond = 2.5% **Bond:** \$381.93

(Total of Lines 5 and 6) **GRAND TOTAL:** \$15,659.30 Line 7

TOTAL CHANGE REQUEST: \$15,659.30

Note:

A change order will be processed for the amount shown to facilitate payment. If a change order is not received by the end of the month in which the work was performed, this price request will be invoiced to protect our lien rights.

SUBMITTED BY:

Justin Lyon

DATE: 10/14/2025

Weather Days at San Gabriel EST

LEANDER 1.6 NW, TX US (US1TXWM0013)

	Date	PRCP (Inches)
1	9/2/2024	0.16
2	9/4/2024	0.71
3	9/6/2024	0.15
4	11/5/2024	1.6
5	11/18/2024	0.37
6	1/10/2025	0.82
7	3/27/2025	0.11
8	4/20/2025	0.29
9	4/23/2025	0.73
10	5/2/2025	0.34
11	5/6/2025	0.71
12	5/10/2025	0.1
13	5/17/2025	0.77
14	5/23/2025	0.17
15	5/27/2025	1.17
16	5/28/2025	1.5
17	5/29/2025	1
18	5/30/2025	1.86
19	6/4/2025	0.17
20	6/9/2025	0.83
21	6/11/2025	0.77
22	6/12/2025	0.78
23	6/15/2025	0.76
24	7/2/2025	0.37
25	7/4/2025	1.04
26	7/5/2025	6.27
27	7/6/2025	3.93
28	7/9/2025	0.56
29	8/2/2025	0.13

From C. C. CARLTON IND., LTD.
10265 TX - 29
LIBERTY HILL, TX 78642

San Gabriel EST Void Mitigation and Stone Fence Deducts

ITEM NO	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1	Void Mitigation (Deduct)	1.00	LS	(\$285,000.00)	(285,000.00)
2	8' Tall Stone Fence (Deduct)	1.00	LS	(\$72,105.00)	(72,105.00)

For the Total Sum of: (357,105.00)

This Change Order will add 00 DAYS days to the Contract

Contractor: C.C.Carlton Industries Ltd

Project Manager: Justin Lyon

Date: 12/22/2025



c.c. Carlton Industries, Ltd.

6207 Bee Caves Rd., Suite 320
Austin, TX 78746
Office: (512) 476-4282

CHANGE REQUEST WORKSHEET

REQUESTED BY: C. C. Carlton Industries, Ltd.
10265 TX-29, Liberty Hill, TX 78642
Austin, Tx. 78746

DATE: 10/14/2025
CHANGE REQUEST NUMBER: PCO No. #4
CONTRACT NUMBER: 23-010

PROJECT NAME: 0

DESCRIPTION: 8' High Chaink Link Fence (Black Coated)

Labor:

	LABOR CLASSIFICATION	HOURS				HOURLY RATE	LABOR COST
		x1.0	x1.5	x2.0	DIFF.		
1						\$0.00	\$0.00
2						\$0.00	\$0.00
3						\$0.00	\$0.00
4						\$0.00	\$0.00
5						\$0.00	\$0.00
6						\$0.00	\$0.00
7						\$0.00	\$0.00

TOTAL LABOR: \$0.00 Line 1

MATERIALS:

	MATERIAL DESCRIPTION	QTY	UNITS	UNIT COST	MATERIAL COST
1			EA		\$0.00
2			TN		\$0.00
3			LF		\$0.00

SUBTOTAL MATERIAL: \$0.00

SALES TAX: \$0.00

TOTAL MATERIALS: \$0.00 Line 2

EQUIPMENT COSTS:

	DESCRIPTION	QTY	UNITS	UNIT COST	OTHER COST
1			HR		\$0.00
2			HR		\$0.00
3			HR		\$0.00

TOTAL EQUIPMENT COSTS: \$0.00 Line 3

SUBCONTRACTS:

	SUBCONTRACTOR NAME / DESCRIPTION	QTY	UNITS	UNIT COST	SUB COST
1	Void Mitigation (Deduct)	1	LS	-\$285,000.00	-\$285,000.00

SUBCONTRACT COSTS: -\$285,000.00 Line 4

(Sum of Lines 1, 2, 3, and 4) **SUBTOTAL:** -\$285,000.00 Line 5

Mark-up = 15% **MARK-UP:** Line 6

Bond = 2.5% **Bond:** Line 6

(Total of Lines 5 and 6) **GRAND TOTAL:** -\$285,000.00 Line 7

TOTAL CHANGE REQUEST: -\$285,000

Note:

If approved, Please add 15 **additional days** to contract for added scope of work.

A change order will be processed for the amount shown to facilitate payment. If a change order is not received by the end of the month in which the work was performed, this price request will be invoiced to protect our lien rights.

SUBMITTED BY:

Justin Lyon

DATE: 10/14/2025



c. c. Carlton Industries, Ltd.

6207 Bee Caves Rd., Suite 320
Austin, TX 78746
Office: (512) 476-4282

CHANGE REQUEST WORKSHEET

DATE: 12/22/2025

REQUESTED BY: C. C. Carlton Industries, Ltd.

CHANGE REQUEST NUMBER: PCO No. #4

10265 TX-29, Liberty Hill, TX 78642

CONTRACT NUMBER: 23-010

Austin, Tx. 78746

PROJECT NAME: 0

DESCRIPTION: 42" 2-Rail Ornamental Iron Fence W/ 1 Gate & 8' Cross Fences

Labor:

	LABOR CLASSIFICATION	HOURS				HOURLY RATE	LABOR COST
		x1.0	x1.5	x2.0	DIFF.		
1						\$0.00	\$0.00
2						\$0.00	\$0.00
3						\$0.00	\$0.00
4						\$0.00	\$0.00
5						\$0.00	\$0.00
6						\$0.00	\$0.00
7						\$0.00	\$0.00

TOTAL LABOR: \$0.00 Line 1

MATERIALS:

	MATERIAL DESCRIPTION	QTY	UNITS	UNIT COST	MATERIAL COST
1			EA		\$0.00
2			TN		\$0.00
3			LF		\$0.00

SUBTOTAL MATERIAL: \$0.00

SALES TAX: \$0.00

TOTAL MATERIALS: \$0.00 Line 2

EQUIPMENT COSTS:

	DESCRIPTION	QTY	UNITS	UNIT COST	OTHER COST
1			HR		\$0.00
2			HR		\$0.00
3			HR		\$0.00

TOTAL EQUIPMENT COSTS: \$0.00 Line 3

SUBCONTRACTS:

	SUBCONTRACTOR NAME / DESCRIPTION	QTY	UNITS	UNIT COST	SUB COST
1	8' Tall Stone Fence (Deduct)	1	LS	-\$72,105.00	-\$72,105.00

SUBCONTRACT COSTS: -\$72,105.00 Line 4

(Sum of Lines 1, 2, 3, and 4) SUBTOTAL: -\$72,105.00 Line 5

Mark-up = 15% MARK-UP: Line 6

Bond = 2.5% Bond:

(Total of Lines 5 and 6) GRAND TOTAL: -\$72,105.00 Line 7

TOTAL CHANGE REQUEST: -\$72,105

Note:

If approved, Please add 176 **additional days** to contract for added scope of work.

A change order will be processed for the amount shown to facilitate payment. If a change order is not received by the end of the month in which the work was performed, this price request will be invoiced to protect our lien rights.

SUBMITTED BY:

Justin Lyon

DATE: 10/14/2025



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0205 to amend the current zoning of 675 Kauffman Loop Planned Unit Development (PUD) with base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) to remove the prohibition of automotive repair on Lot 3, Block B on one (1) parcel of land 0.8 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R328207; and generally located 1,500 feet to the east of the intersection of SH 29 and Ronald W. Reagan Boulevard on the south side of SH 29, Leander, Williamson County, Texas. ***Postponed by Applicant.***

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

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

Attachments:



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Conduct a Public Hearing regarding Annexation Case A-25-0024 for Hero Way Elevated Storage Tank (EST) for the voluntary annexation of 11.369 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R025382 and Travis Central Appraisal District Parcel 353992; and generally located south of Hero Way West and approximately 750 feet west of Honeycomb Mesa, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action on the First Reading of an Ordinance regarding Annexation Case A-25-0024 as described above.

BACKGROUND:

A resolution was adopted on February 10, 2026, commencing the voluntary annexation of 11.369 acres $\pm$. The resolution set the public hearing for March 19, 2026, and the readings of the ordinance for March 19, 2026, and April 2, 2026.

The City of Leander purchased this parcel in December 2025 for siting and construction of the Hero Way West Elevated Storage Tank (EST). City plans include the construction of a 1.25 million gallon EST to provide additional capacity to the northwest quadrant of the City. This project also includes the extension of 18,150 linear feet of water mains that are required to increase and control flows from the Brushy Creek Regional Utility Authority (BCRUA) to the Travisso community as well as the existing and planned residential communities to the north and west of the tower site.

The total cost for the project, from design through construction, is estimated to be approximately \$28 million. This cost is inclusive of the EST and related water line extensions. Construction is planned to commence in Fiscal Year 2028.

HISTORY/TIMELINE:

02/10/2026 - Resolution Adopted

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

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

1. Approve the proposed Annexation; or
2. Deny the proposed Annexation.

Staff recommends Option 1 listed above – approve the Annexation. This property is owned by the City and will include improvements identified in the City’s Capital Improvements Project (CIP) Plan.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-25-0024 Att 1 Hero Way EST - Ordinance
2. A-25-0024 Att 2 Hero Way EST - Location Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 11.369 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS, AND TRAVIS COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as described herein, have made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the property described in **Exhibit B**, attached hereto and incorporated by reference herein for all purposes (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of the services agreement attached hereto as **Exhibit A**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. 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, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 19th day of March, 2026.

FINALLY PASSED AND APPROVED on this 2nd day of April, 2026.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement, required by Local Government Code 43.0672 without an exception for unity of landowner and the provider of services, stipulates the services to be provided to property to be annexed into the City of Leander and is by between the City of Leander as the owner requesting the annexation (the, "Landowner") and the City of Leander as the provider of services (the, "City").

RECITALS

WHEREAS, upon the request of the Landowners, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the "Effective Date"); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the Subject Property into the City; and

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

1. **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

- a. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

- b. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

c. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

d. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

e. Maintenance of City-owned parks and playgrounds within the City.

f. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis as those facilities are available to current City property owners and residents.

g. Maintenance of other City facilities, buildings, and service.

h. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce

its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

2. Scheduled Municipal Services. Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

- a. Water service and maintenance of water facilities as follows:

- i. Inspection of water distribution lines as provided by statutes of the State of Texas.
- ii. In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the Subject Property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's owner requests and is able to connect to the City's water utility system.

- b. Wastewater service and maintenance of wastewater service as follows:

- i. Inspection of sewer lines as provided by statutes of the State of Texas.

ii. In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

c. Maintenance of streets and rights-of-way as appropriate as follows:

i. Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

2. Routine maintenance as presently performed by the City.

ii. The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

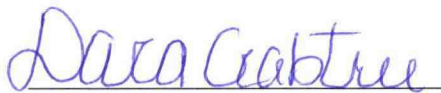
1. As provided in C(i)(1)&(2) above;
 2. Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
 3. Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
 4. Installation and maintenance of street lighting in accordance with established policies of the City;
- iii. If the outer boundaries of the Subject Property abut existing roadways, the Landowners agrees that no improvements are required on such roadways to service the Subject Property.
3. Capital Improvements. Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.
 4. Term. This agreement expires ten (10) years from the date of execution below.
 5. Property Description. The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.
 6. Binding Effect/Authority. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.
 7. Choice of Law. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

8. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
9. Legal Construction. If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.
10. Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

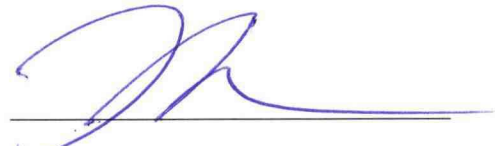
EXECUTED and AGREED to by the Parties this the 10 day of February, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS



Dara Crabtree, City Secretary



Todd Parton, City Manager

LANDOWNER(S):

Name (print): 
Title: Todd Parton, City Manager
Date: 2/11/2026

Name (print): _____
Title: _____
Date: _____

Subject Property

BEING A 11.369 ACRE TRACT OF LAND OUT OF THE POLLY SCRITCHFIELD SURVEY, ABSTRACT NO. 899, WILLIAMSON COUNTY, TEXAS, AND ABSTRACT NO. 692, TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 11.331 ACRE TRACT OF LAND CONVEYED TO PHILIP J. HACKETT AND KATERINA HACKETT, HUSBAND AND WIFE AS JOINT TENANTS BY DEED RECORDED IN DOCUMENT NO. 2010010132, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DOCUMENT NO. 2010023808, OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 11.369 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with yellow cap labeled "RPLS 2218" on the south line of R.M. 2243 at the northwest corner of the remainder of a called 12.26 Acre Tract of land conveyed to John Hage and wife, Evie Hage by deed recorded in Volume 927, Page 928, Deed Records of Williamson County, Texas, same being the northeast corner of said 11.331 Acre Tract, (from which a concrete TXDOT highway monument found on the south line of said R.M. 2243, same being on the north line of said 12.26 Acre Tract bears, Easterly, (C2) along the arc of a non-tangent curve to the left, an arc distance of 166.90 feet, having a radius of 1,949.85 feet, a central angle of 04°54'16" and a chord which bears S80°06'50"E, 166.85 feet) for the northeast corner of this tract;

THENCE S23°35'44"W in part along the west line of the remainder of said 12.26 Acre Tract, and the west line of a 4.00 Acre Tract of land conveyed to John Kenneth Hage, Jr. by deed recorded in Document No. 2020083149 of the official Public records of Williamson County, Texas, same being the east line of said 11.331 Acre Tract, (Pass at a distance of 809.96 feet the common west corner of the remainder of said 12.26 Acre Tract and said 4.00 Acre Tract), in all total distance of 1,157.54 feet to a 1/2" iron rod found at the southeast corner of said 11.331 Acre Tract, same being the southwest corner of said 4.00 Acre Tract, same being at the northwest corner of a called 15.14 Acre Tract of land conveyed to Terry Alan Schultz and wife, Donna G. Schultz by deed recorded in Volume 1949, Page 911 of the official Records of Williamson County, Texas, same being the northeast corner of a called 14.44 Acre Tract of land conveyed to James Carpignano and Stephanie Carpignano by deed recorded in Document No. 2019204124 of the Official Public Records of Travis County, Texas for the southwest corner of this tract;

THENCE N58°07'21"W along the north line of said 14.44 Acre Tract, same being the south line of said 11.331 Acre Tract, a distance of 533.28 feet to a 1/2" iron rod found on the east line of a Lot 12, "Honeycomb Hills" according to the plat thereof recorded in Cabinet 70, Page 100 of the Plat Records of Travis County, Texas, the northwest corner of said 14.44 Acre Tract, same being the southwest corner of said 11.331 Acre Tract for the southwest corner of this tract;

THENCE N31°52'24"E in part along the east line of said Lot 12 and along the east line of Lot 7 of said "Honeycomb" subdivision (Pass at a distance of 439.78 feet a 1/2" iron rod found at the common easterly corners of said Lot 12 and said Lot 7) in all a total distance of 1039.78 feet to a 1/2" iron rod found with blue cap labeled "B&G Surveying" on the south line of said R.M. 2243 at the northeast corner of said Lot 7, same being at the northwest corner of said 11.331 Acre Tract, for the northwest corner of this tract, from which, a 3/8" iron rod found on the south line of said R.M. 2243, same being the north line of said Lot 7 bears, N69°57'59"W a distance of 220.13 feet;

THENCE along the south line of said R.M. 2243, same being the north line of said

11.369 Acre Tract the following two courses:

1. S73°23'10"E a distance of 225.69 feet to a concrete TXDOT highway monument found at a point of curvature to the left;

2. Easterly, (C1) along the arc of a non-tangent curve to the left, an arc distance of 155.95 feet, having a radius of 1,949.85 feet, a central angle of 04°34'57" and a chord which bears S75°23'14"E, 155.91 feet to the POINT OF BEGINNING.

Containing 11.369 acres, more or less.

City of Leander
11.369 Acres
Job No. 590-22-04

METES AND BOUNDS DESCRIPTION

BEING A 11.369 ACRE TRACT OF LAND OUT OF THE POLLY SCRITCHFIELD SURVEY, ABSTRACT NO. 899, WILLIAMSON COUNTY, TEXAS, AND ABSTRACT NO. 692, TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 11.331 ACRE TRACT OF LAND CONVEYED TO PHILIP J. HACKETT AND KATERINA HACKETT, HUSBAND AND WIFE AS JOINT TENANTS BY DEED RECORDED IN DOCUMENT NO. 2010010132, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DOCUMENT NO. 2010023808, OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 11.369 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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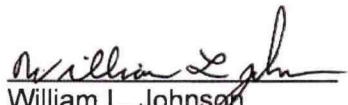
THENCE along the south line of said R.M. 2243, same being the north line of said 11.369 Acre Tract the following two courses:

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2. Easterly, (C1) along the arc of a non-tangent curve to the left, an arc distance of 155.95 feet, having a radius of 1,949.85 feet, a central angle of 04°34'57" and a chord which bears S75°23'14"E, 155.91 feet to the POINT OF BEGINNING.

Containing 11.369 acres, more or less.

Bearings are referenced to the Texas State Plane Coordinate System of 1983, Central Zone (4203). All distances shown hereon are grid distances.
All iron rods found are 1/2" unless otherwise noted.

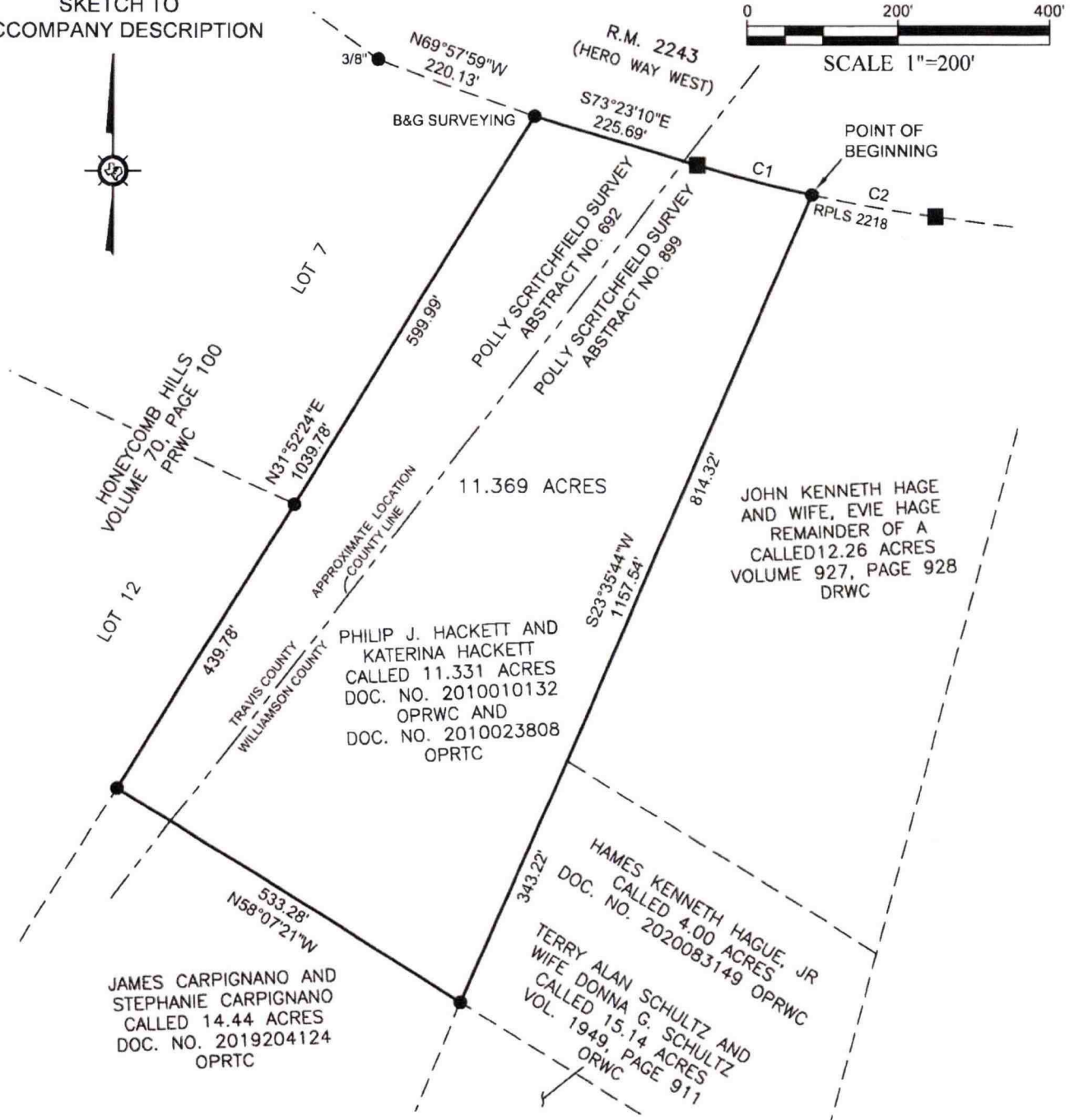
I William L. Johnson, a Registered Professional land surveyor, do hereby confirm that the property shown hereon was prepared from an on the ground survey under my direct supervision.


William L. Johnson
Registered Professional Land Surveyor No. 5425
State of Texas

21 NOVEMBER 2022
Date



SKETCH TO
ACCOMPANY DESCRIPTION



Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	155.95'	1949.85'	004°34'57"	S75°23'14"E	155.91'
C2	166.90'	1949.85'	004°54'16"	S80°06'50"E	166.85'

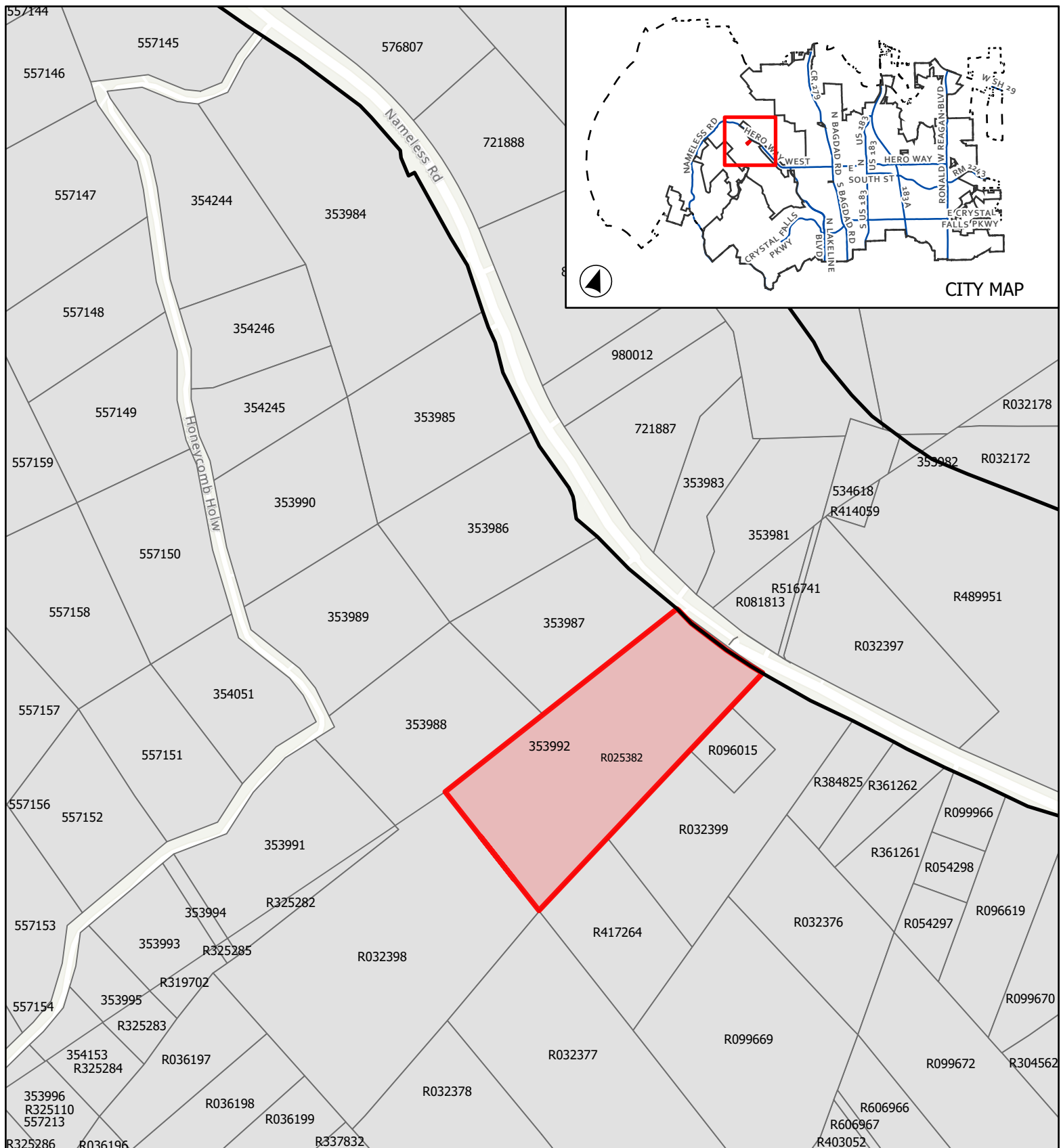
LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE STATED)
- CONCRETE HIGHWAY MONUMENT
- OPRWC OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS
- OPRTC OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS
- PRTC PLAT RECORDS TRAVIS COUNTY, TEXAS
- ORWC OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS



Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463

BEARINGS ARE BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.



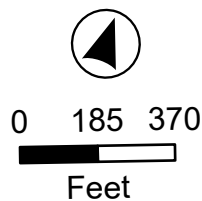
CASE: A-25-0024

ATTACHMENT 2

**HERO WAY WEST EST
VOLUNTARY ANNEXATION**

Utilities Map

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



 City Limits
 ETJ

 Subject Boundary

 Waste Water Line

 Water Main Line



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Conduct a Public Hearing regarding Annexation Case A-25-0025 Alexander Tract and the adjacent ROW of CR 267 Annexation Case A-25-0026 for the voluntary annexation of 55.152 acres ± in size, more particularly described by Williamson Central Appraisal District as Parcel R032246; and the portion of the abutting right-of-way known as CR 267 and generally located west of Kauffman Loop approximately 300 feet south of Equine Road and CR 267 Leander, Williamson County, Texas.

- Discuss and consider action on the First Reading of an Ordinance regarding Annexation Case A-24-0025 as described above.
- Discuss and consider action on the First Reading of an Ordinance regarding Annexation Case A-25-0026 as described above.

BACKGROUND:

A resolution was adopted on February 10, 2026, commenced the voluntary annexation of 55.152 acres ±. The resolution set the public hearing for March 19, 2026, and the readings of the ordinance for March 19, 2026, and April 2, 2026. This property is subject to a development agreement between the property owner and the City that requires annexation when the land use develops and is no longer used for agricultural purposes. The developer is proposing a single-family residential development including a mixture of lot sizes ranging from 50 feet to 60 feet in width.

Zoning Case Z-25-0196 is associated with this annexation. Upon completion of the annexation, the next step in the development process is to begin the subdivision process.

APPLICANT REQUEST:

The developer is proposing an annexation and zoning change for 55.152 acres with access off of CR 267 to allow for a single-family residential development with a mixture of lot sizes. The request for annexation is needed in order to connect to City services.

SIZE & LOCATION:

The property is located west of CR 267, approximately 2,000 feet west of Kauffman Loop, including approximately 55.152 acres. To the north of this property is Bonnet subdivision with a mix of SFR (Single-Family Rural) and SFE (Single-Family Estate). To the east and west of this property are the Larkspur and Bar W subdivisions which are both in the ETJ and include a mix of 50' lots adjacent to this subdivision.



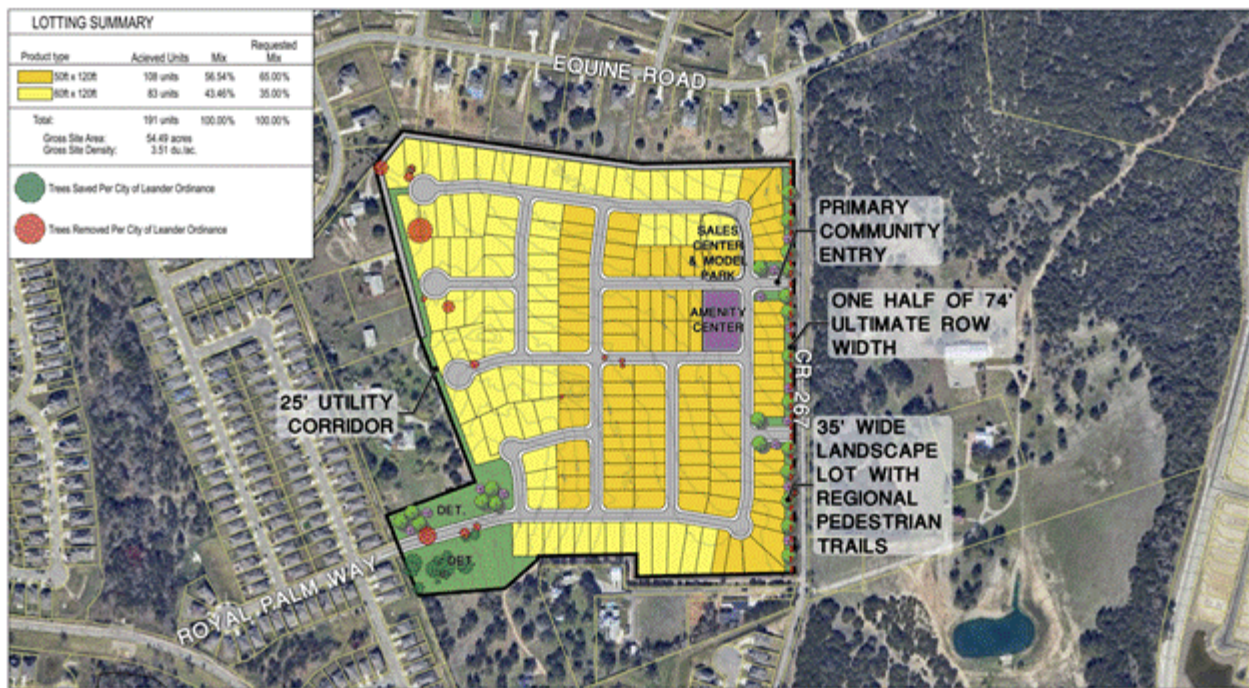
LAND USE:

ETJ / Interim SFR-1-B (Single-Family Rural) – Requires a one-acre lot minimum. The future land use category is Neighborhood Residential, which supports various residential lot sizes. The applicant is proposing SFU (Single-Family Urban) and SFC (Single-Family Compact) base zoning in Zoning Case Z-25-0196 which will allow for lots 50 to 60 feet in width. An amendment to the Comprehensive Plan is not required.

This property is subject to an annexation development agreement.

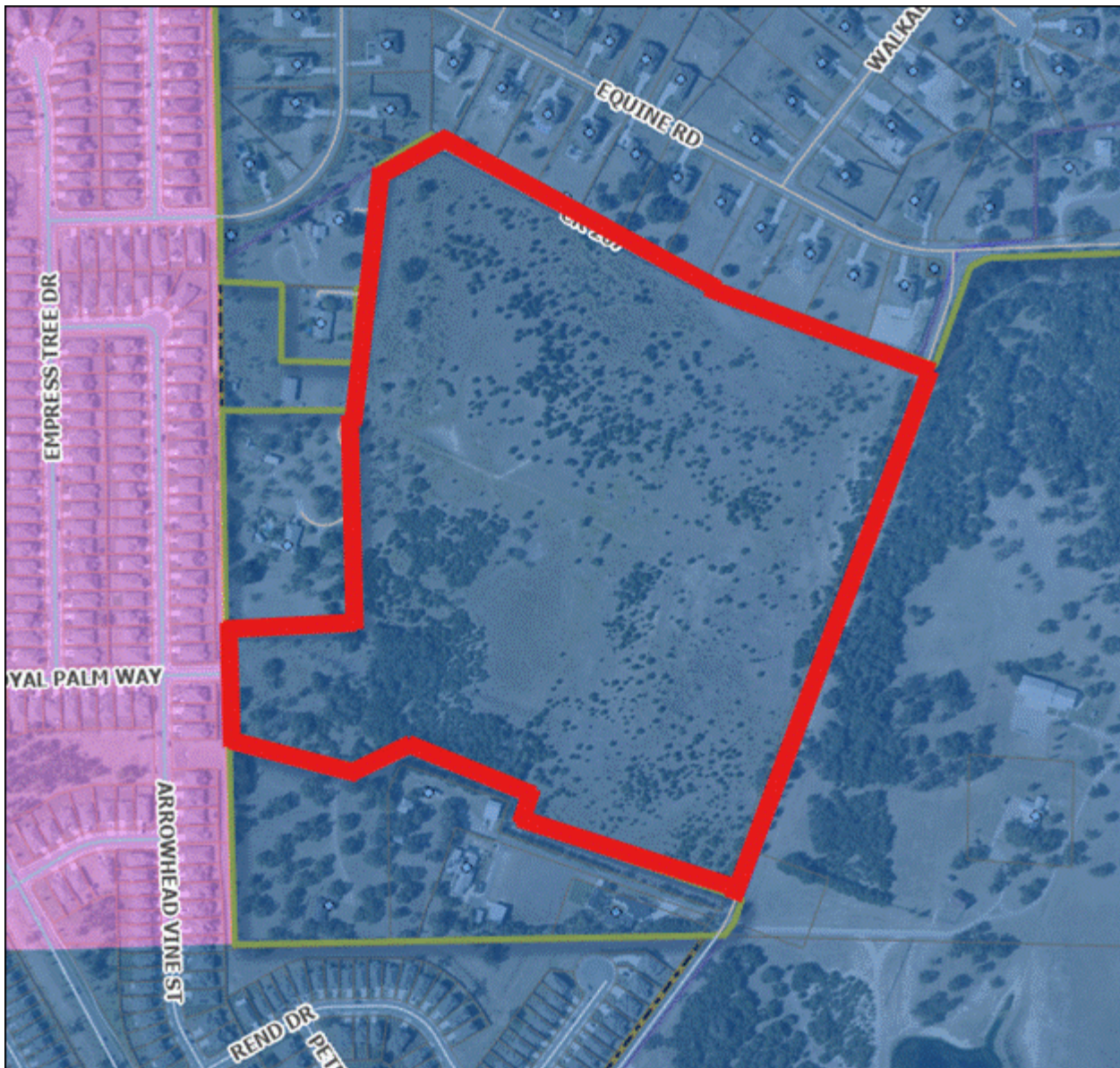
PROPOSED LAND USE PLAN:

SFU (Single-Family Urban) – 83 units
SFC (Single-Family Compact) – 108 units



UTILITIES:

A portion of the property is located in the Leander Water CCN and Georgetown Water CCN below. The property is not located within the Leander Wastewater CCN. The proposal includes extending the city's water system and wastewater for the individual lots.



ROAD NETWORK:

This proposal will include a series of internal roads to serve the neighborhood. The developer is currently proposing public streets. CR 267 is a substandard road that is in poor condition. It is currently maintained by Williamson County. The developer will need to complete a traffic study, make some improvements to the road and the extent of the improvements will be determined at the development stage.

The adjacent portion of CR 267 will need to be annexed as part of this request. The future access points have not been finalized but will be evaluated at the subdivision stage.

With the number of single-family homes proposed, the development will be required to have a secondary access road or the homes would have to be equipped with residential fire sprinkler systems as required by the fire code.

PARKLAND :

The developer would be subject to the current parkland dedication requirements. The Parks Master Plan does not include a trail network at this location.

PUBLIC SAFETY/EMERGENCY SERVICES:

This property is located in Williamson County ESD #4. Typically, when a property is annexed, the property is removed from the ESD (Emergency Services District). Upon annexation, this property will be served by the City of Leander Police and Fire Departments. This property is surrounded by property within the City Limits to the north and south; this annexation would not extend the service area for emergency services, but there may be an increase in calls with the addition of more houses.

ADDITIONAL CONSIDERATIONS:

Relating to annexing the property

This development will provide housing opportunities to citizens of Leander and would bring high-quality residential housing to the area.

The City would collect property taxes and utility billing-related revenues.

The City would have to provide traffic enforcement and maintenance of all public roadways, public parkland, water-related infrastructure, and other routine city-related services.

The City would need to annex CR 267 and take on its maintenance. (The County is starting a road rehabilitation project to improve the condition of CR 267.)

Relating to not annexing the property

Land-use controls will not apply. The City will not be able to limit lot size or land use, but the developer can have access to the water since the property is within city Water CCN.

The City would not be able to collect property taxes but would collect utility billing-related revenues at the out of city rate.

The City would not have to provide police-related services, code enforcement, roadway maintenance, or other routine city-related services, but would continue to provide existing levels of mutual aid-related fire services.

The property owner could request to release the property from the city's Extra Territorial Jurisdiction (ETJ).

HISTORY/TIMELINE:

02/10/2026 – Resolution Adopted

02/12/2026 – Planning & Zoning Commission, Zoning Public Hearing

02/26/2026 – Planning & Zoning Commission, Zoning Approved

APPLICANT/AGENT:

SEC Planning LLC (Elizabeth Espinoza) on behalf of Cheryl Cervenka, Mark Alexander, Bridget Gibson

RECOMMENDATION:

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

1. Approve the proposed Annexation; or
2. Deny the proposed Annexation.

Staff recommends Option 1 listed above – approve the Annexation. Staff made this recommendation based on the review and evaluation of the potential impact this annexation request would have on City services and infrastructure.

The next item on the agenda is the zoning case associated with this development. Action on this item does not approve the zoning.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-25-0025 Att 1 Alexander Tract - Ordinance
2. A-25-0026 Att 2 Alexander Tract ROW - Ordinance
3. A-25-0025 & A-25-0026 Att 3 Alexander Tract - Location Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 55.152 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as described herein, have made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the property described in **Exhibit B**, attached hereto and incorporated by reference herein for all purposes (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of the services agreement attached hereto as **Exhibit A**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby

are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. 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, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 19th day of March, 2026.

FINALLY PASSED AND APPROVED on this 2nd day of April, 2026.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and Mark Alexander, Bridget Gibson, and Cheryl Cervenka (collectively, the "Landowners"). The City and the Landowners may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowners, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the "Effective Date"); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the Subject Property into the City; and

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

The following services and schedule represent the provision of services agreed to between the Landowners of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a Landowners uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that Landowners.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the Landowners or staff.

The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the Subject Property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line

extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

2. Routine maintenance as presently performed by the City.

D. The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in C(i)(1) and C(i)(2) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

E. The outer boundaries of the Subject Property abut existing roadways. The Landowners agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowners will be responsible for the development costs the same as a developer in a similarly situated area

under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

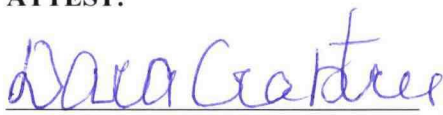
(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

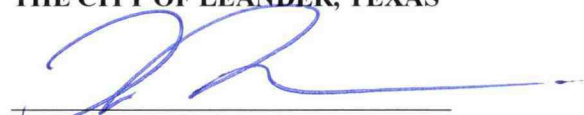
(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the 10th day of February, 2024.

ATTEST:


Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS

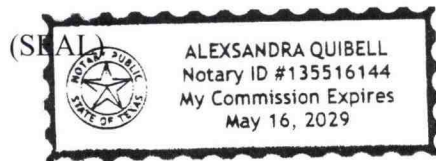

Todd Parton, City Manager

LANDOWNERS:

Signature: [Signature]
Name (print): Mark Alexander
Date: 1-24-2026

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This document was acknowledged before me on the 24th day of January, 2026 by mark Alan Alexander.



[Signature]
Notary Public - State of Texas

Signature: _____
Name (print): _____
Date: _____

STATE OF TEXAS §
COUNTY OF _____ §

This document was acknowledged before me on the _____ day of _____, 20____ by _____.

(SEAL)

Notary Public - State of Texas

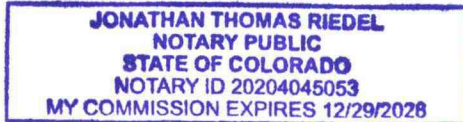
LANDOWNERS:

Signature: *Cheryl Cervenka*
Name (print): Cheryl Cervenka
Date: 1-23-2026

STATE OF ~~TEXAS~~ Colorado §
§
COUNTY OF Montezuma §

This document was acknowledged before me on the 23rd day of January, 20 26 by
Cheryl Cervenka.

(SEAL)



JTR
Notary Public - State of ~~Texas~~ Colorado

Signature: _____
Name (print): _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This document was acknowledged before me on the _____ day of _____, 20____ by
_____.

(SEAL)

Notary Public - State of Texas

LANDOWNERS:

Signature: Bridget Gilson

Name (print): Bridget Gilson

Date: Jan 23, 2026

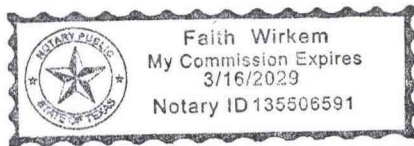
STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This document was acknowledged before me on the 23rd day of January, 2026 by
Bridget Gilson

(SEAL)



Faith Wirkem

Notary Public - State of Texas

Signature: _____

Name (print): _____

Date: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

This document was acknowledged before me on the ____ day of _____, 20__ by

(SEAL)

Notary Public - State of Texas

Exhibit B

**PROPERTY DESCRIPTION
[SEE ATTACHED]**

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING A PORTION OF COUNTY ROAD 267 LOCATED IN AND OWNED AND MAINTAINED BY WILLIAMSON COUNTY, TEXAS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by Texas Local Government Code § 43.1055 to annex right of way that is contiguous to the City's boundary or to an area being simultaneously annexed after providing notice to the owner of the right of way of the intent to annex right of way and allowing the owner of the right of way 61 days to provide written objection to the proposed right of way; and

WHEREAS, the City of Leander has provided notice to the owner of the right of way of the intended annexation of a portion of Nameless Road and 61 days have elapsed without objection from the owner of the right of way; and

WHEREAS, the property is contiguous to the present city boundary or to an area being simultaneously annexed by the City of Leander.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That certain portion of County Road 267 described and depicted in **Exhibit A** attached hereto and incorporated by reference herein for all purposes is hereby annexed into the corporate boundaries of the City of Leander, Texas.

SECTION 4. That the official map and boundary of the City, heretofore adopted and amended be and hereby are amended so as to include the annexed right of way as part of the City of Leander.

SECTION 5. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 7. 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, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 19th day of March, 2026.

FINALLY PASSED AND APPROVED on this 2nd day of April, 2026.

ATTEST:

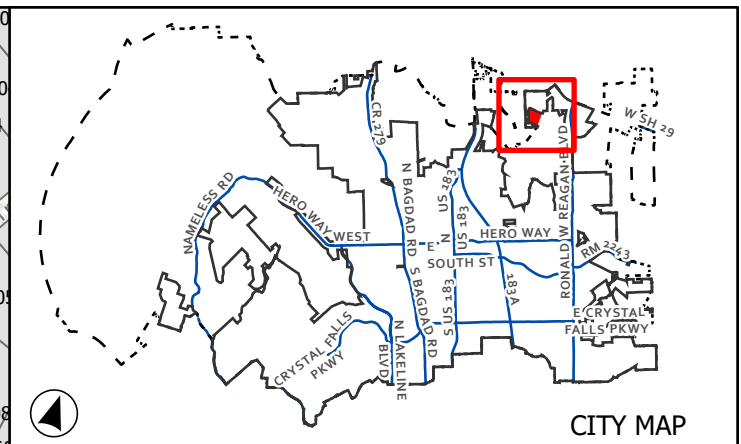
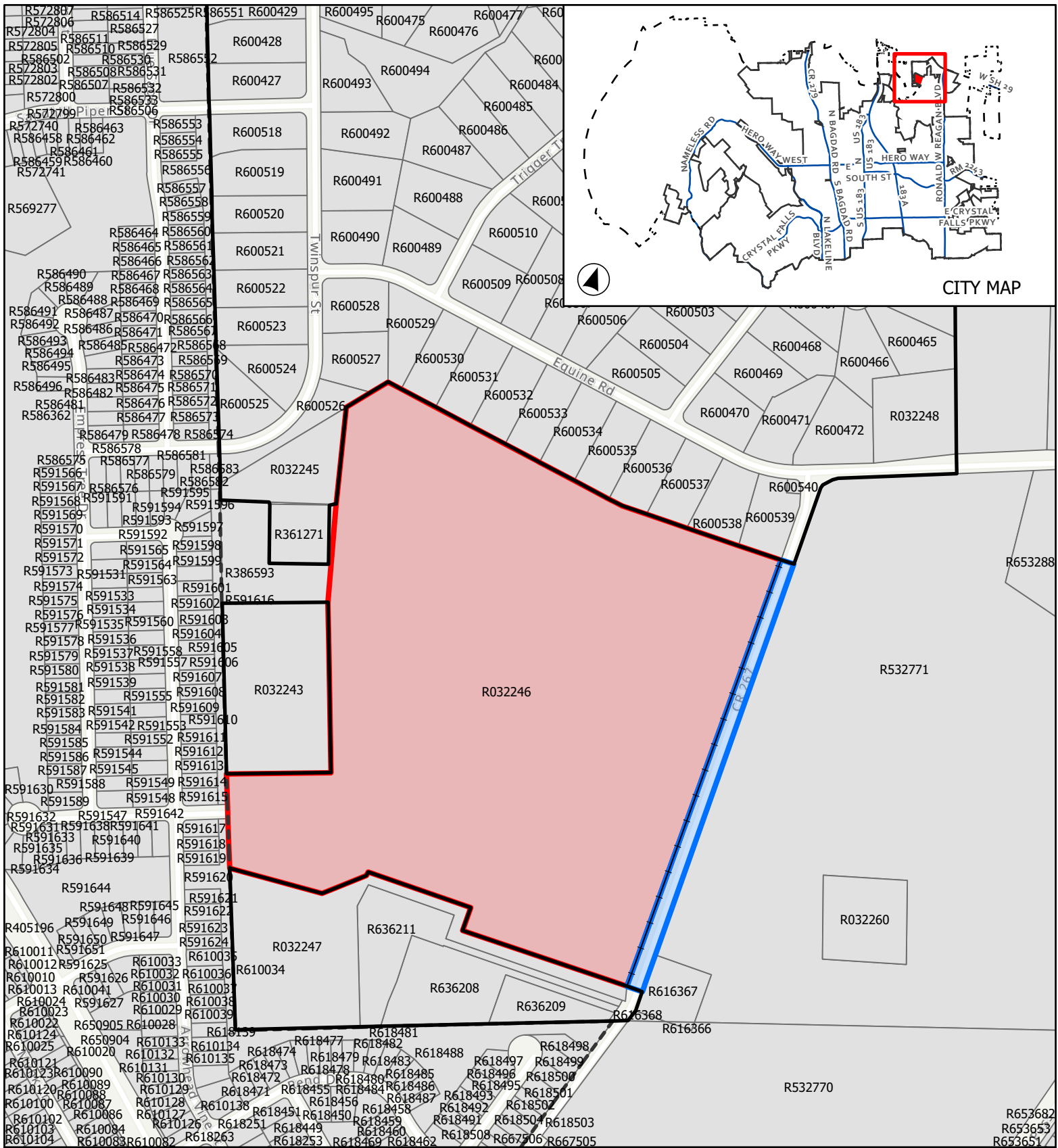
CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor

Exhibit A

Being all that right of way to the east and contiguous to the Tract labeled, "55.094 acres," on the attached survey and beginning at a capped ½ inch iron rod stamped "CBD SETSTONE" at the northeast corner of a called 55.152 acre tract of land conveyed to Mark Alexander, et al. by general warranty deed with life estate reservation recorded in Document Number 2013017775, Official Public Records, Williamson County, Texas, and affidavit regarding fact of death and expiration of a life estate reserved in a general warranty deed recorded in 2024057632, Official Public Records, Williamson County, Texas, Thence S00°38'50"E with the common line of said 55.152 acre tract of land a distance of 1,607.69 feet to a ½ inch iron rod found with illegible cap at the southeast corner of said 55.152 acre tract, being at the northeast corner of a called 0.82 acre tract conveyed to Victor E. and Cathy Jayne Landig by deed recorded in Document Number 2006029147, Official Public Records, Williamson County, Texas.



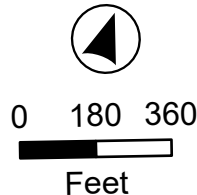
CASE: A-25-0025
A-25-0026

ATTACHMENT 3

ALEXANDER TRACT AND CR 267
ROW VOLUNTARY ANNEXATION

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
- Railroad

Case Number

- A-25-0025
- A-25-0026



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Conduct a Public Hearing on Zoning Case Z-25-0196 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFU-2-A (Single-Family Urban) and SFC-2-A (Single-Family Compact) on one (1) parcel of land 55.152 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032246; and generally located west of Kauffman Loop approximately 300 feet south of Equine Road and CR 267, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0196 as described above.

BACKGROUND:

This request is the second step in the zoning process. The applicant has submitted a petition for annexation which will be heard by City Council concurrently with the zoning change request. The annexation would need to be approved prior to the zoning change being approved. This request would change the designated zoning district of the property for the development of a single-family residential subdivision with a mixture of lot sizes ranging from 60 feet to 50 feet in width. The proposal complies with the Comprehensive Plan and is appropriate for properties located in the Neighborhood Residential land use category as identified by the Future Land Use Map. However, the current water resolution prioritizes low-density residential rezonings. The requested SFU (Single-Family Urban - 60' lots) and SFC (Single-Family Compact - 50' lots) use components would be considered higher density and not supported by the water resolution.

During the Planning & Zoning Commission meeting on February 12, 2026, the Commission delayed action on the case to allow for the applicant to work with staff on an amendment to the request to reduce the proposed density. The applicant was amenable to removing the SFL-2-A (Single-Family Limited - 35' lots) zoning district from the zoning request and reconfiguring the proposed layout to better accommodate a buffer between the smaller lots and larger lots. The proposed layout was revised from 61 SFL lots, 89 SFC lots, and 54 SFU lots totaling 204 units to now include 108 SFC lots and 83 SFU lots totaling 191 units.

WATER CONSERVATION REQUIREMENTS:

The Composite Zoning Ordinance currently limits turfgrass to 50% of residential lots with additional limits such as no turfgrass in strips less than six feet in width. Up to half of the lot may consist of non-plant material such as mulch or crushed granite. The landscape areas shall include native and adaptive plants which are typically drought tolerant. Home Builders are required to provide WaterWise landscaping options to home buyers which include proper soil preparation, practical turfgrass selection of drought-tolerant species, avoiding invasive plants, and efficient irrigation systems, among others.

In addition, the Subdivision Ordinance requires a phasing plan when there are over 30 residential lots in the subdivision to analyze the timing, number of lots, and infrastructure to be completed of each phase. Additional water conservation tools include irrigation systems with rain sensors, minimizing overspray, and rainwater harvesting. The City sponsors a rain barrel program at least once a year that allows residents to purchase them at a discounted price.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single-Family Rural)
Proposed Zoning: SFU-2-A (Single-Family Urban)
SFC-2-A (Single-Family Compact)

Size and Location: The property is located south of the Bonnet subdivision on the west side of CR 267, including approximately 55.152 acres.

Surrounding Area: To the north of this property is the Bonnet subdivision with a mix of SFR (Single-Family Rural) and SFE (Single-Family Estate) zoned lots. To the west of this property is the Larkspur subdivision, which is outside the City limits and the ETJ and to the east of this property is the Bar W. Ranch subdivision which is outside the City limits, but within the ETJ. Both of these subdivisions include a mix of lot sizes generally around 50 foot with Bar W. Ranch also allowing 45 foot lots.

PROPOSED ZONING DISTRICT:

USE COMPONENT

SFU – SINGLE FAMILY URBAN:

Features: 7,200 square foot lot min.; 1,200 square foot living area min.

Intent: Development of single-family detached dwellings on moderate urban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with moderate lot sizes. Such components are generally intended to offer a variety of housing opportunities and are in the fabric of the neighborhoods. In addition, a variety of lot sizes shall be provided within one half mile of major intersections such as arterials or collectors. This component provides moderate size lots that may serve as a transition between larger lots and higher density areas.

SFC – SINGLE FAMILY COMPACT:

Features: 5,500 square foot lot min.; 1,100 square foot living area min.

Intent: Development of single-family detached dwellings on small lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with small lot sizes. Such components are generally intended to offer a variety of housing opportunities and in the fabric of the neighborhoods, and to be developed on a moderate scale with a maximum district size of seventy-five acres. A variety of lot sizes shall be provided within one half mile of major intersections such as arterials or collectors and along residential collectors. The higher density residential shall be located closest to major intersections such as arterials or collectors and transition to lower density uses further away from the major intersections. This component provides for higher density lots and serves as a transition between moderate-sized lots and higher density areas.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 20% of primary building or 120 square feet; accessory dwellings for SFR, SFE and SFS.

Intent:

(1) 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.

(2) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: Five (5) or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (4) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR (Single-Family Rural), SFE (Single-Family Estate), SFS (Single-Family Suburban), SFU (Single-Family Urban) and SFC (Single-Family Compact) components.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Encourage a variety of market-driven housing types.

Applicable Future Land Use categories

NEIGHBORHOOD RESIDENTIAL

- The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and elementary schools. These areas are intended to have a mix of suburban and auto-oriented development character which are primarily found in the form of detached residential lots.

Architectural styles, building height and massing are relatively uniform in this type of land use. Most streets are considered to be local and low-volume with curb and gutter, sidewalks, consistent speeds and highly accessible driveways. Strategically located parks are essential and in some cases a school or other institutional use is integrated or in close proximity.

Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility considerations.

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 feet as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500 feet is also required to be contacted.

A neighborhood outreach was conducted via mailed and hand-delivered letters the week of September 29, 2025. Below is a list of comments/concerns that were discussed during the meeting:

- Traffic impacts along County Road 267
- Road Improvements along County Road 267

The following changes were made to address issues discussed.

- Applicant noted they are open to sharing the Traffic Impact Analysis report once it has been finalized. They are currently in communication with the County regarding the roadway improvements.

Please see the full report from the applicant attached as Exhibit 9.

HISTORY/TIMELINE:

02/10/2026 – Annexation Resolution

02/12/2026 - Planning & Zoning, 1st Public Hearing

02/26/2026 - Planning & Zoning, Approved

APPLICANT/AGENT:

SEC Planning LLC (Elizabeth Espinoza) on behalf of Cheryl Cervenka, Mark Alexander, and Bridget Gibson.

RECOMMENDATION:

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

1. Approve the proposed zoning request;
2. Deny the proposed zoning request; or
3. Approve an alternative request which would modify the use components to comply with the current water resolution. This would alter the zoning districts to SFR (Single-Family Rural), SFE (Single-Family Estate), and/or SFS (Single-Family Suburban).

If the Council determines that this development is unique and beneficial to the city, Staff recommends Option 1 listed above – approve the proposed zoning request. Staff made this recommendation based on the compatibility with the adjacent land uses and the smaller lots adjacent to CR 267 acting as a transition to the larger lots to the north. The Comprehensive Plan had identified this area as being residential and this request would comply with the future land use map.

During the February 12, 2026 meeting, the Planning & Zoning Commission postponed action on the request until the February 26, 2026 meeting in order for the applicant to reconsider the request to remove the Single-Family Limited.

During the meeting of February 26, 2026, the Planning & Zoning Commission recommended approval of the updated request to include SFU-2-A (Single-Family Urban) and SFC-2-A (Single-Family Compact).

PRESENTER:

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

Attachments:

1. Z-25-0196 Att 1 Letter of Intent - Alexander Tract
2. Z-25-0196 Att 2 Current Zoning - Alexander Tract
3. Z-25-0196 Att 3 FLU Map - Alexander Tract
4. Z-25-0196 Att 4 Public Notification - Alexander Tract
5. Z-25-0196 Att 5 Proposed Zoning - Alexander Tract
6. Z-25-0196 Att 6 Aerial Image
7. Z-25-0196 Att 7 Utilities Map - Alexander Tract
8. Z-25-0196 Att 8 Neighborhood Outreach

9. Z-25-0196 Att 9 Ordinance - Alexandar Tract



February 17, 2026

City of Leander Planning Department
104 North Brushy Street
PO Box 319
Leander, Texas 78646-0319

Re: Alexander Tract Re-Zoning Application Letter of Intent

Property Owner(s): Mark Alexander, Bridget Gibson, and Cheryl Cervenka
Address: CR 267, GEORGETOWN, TEXAS 78628
Property ID number: R032246

Please find attached an application for a Re-Zoning submittal for the Alexander Tract, generally located on the west right-of-way of County Road 267 south of the intersection with Equine Road in the City of Leander's ETJ. The property is located on one tract of land at CR 267, GEORGETOWN, TEXAS 78628. The land use indicated on the City Future Land Use Map is *Neighborhood Residential*.

The property is currently open grassland with mild to moderate topographic slope generally towards the south.

The existing zoning category for the Tract is *Future Annexation Development Agreement*. A zoning change is being proposed to allow for residential development consistent with others in the area facing a major thoroughfare through the city.

Based on feedback received by the Planning and Zoning Commission on February 12th, 2026, the Applicant has revised the proposed rezoning request. The Applicant is currently requesting to change the city base zoning district to SFU-2-A – Single Family Suburban, and SFC-2-A – Single Family Compact.

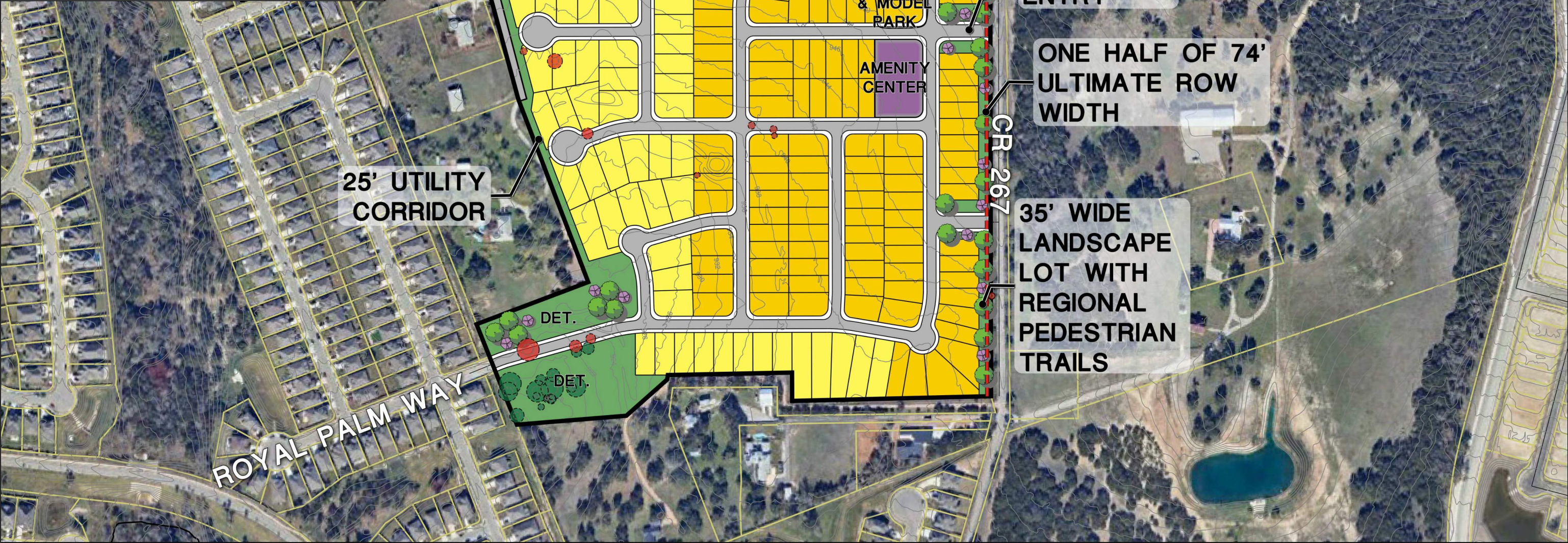
Thank you for considering this new Leander development.

Sincerely,

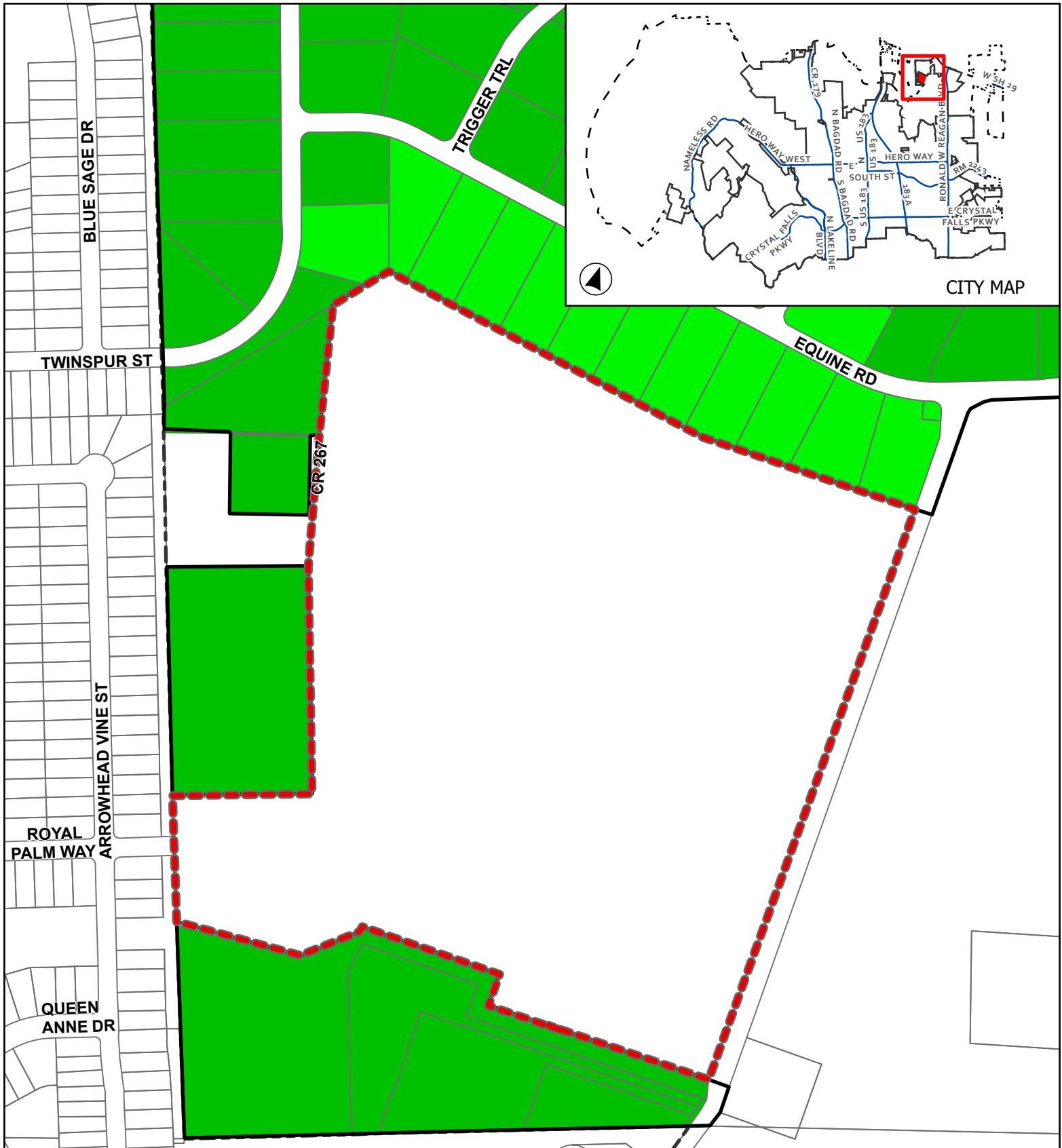
Peter Verdicchio, PLA
Principal

LOTING SUMMARY			
Product type	Acieved Units	Mix	Requested Mix
50ft x 120ft	108 units	56.54%	65.00%
60ft x 120ft	83 units	43.46%	35.00%
Total:	191 units	100.00%	100.00%
Gross Site Area:	54.49 acres		
Gross Site Density:	3.51 du./ac.		

Trees Saved Per City of Leander Ordinance
 Trees Removed Per City of Leander Ordinance



Topographical Data Source: CBD
Parcel Data Source: CBD
Contour Interval: 2'



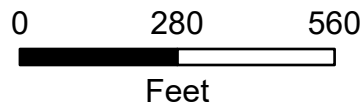
CASE: Z-25-0196

ATTACHMENT 2

ALEXANDER TRACT

Current Zoning

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

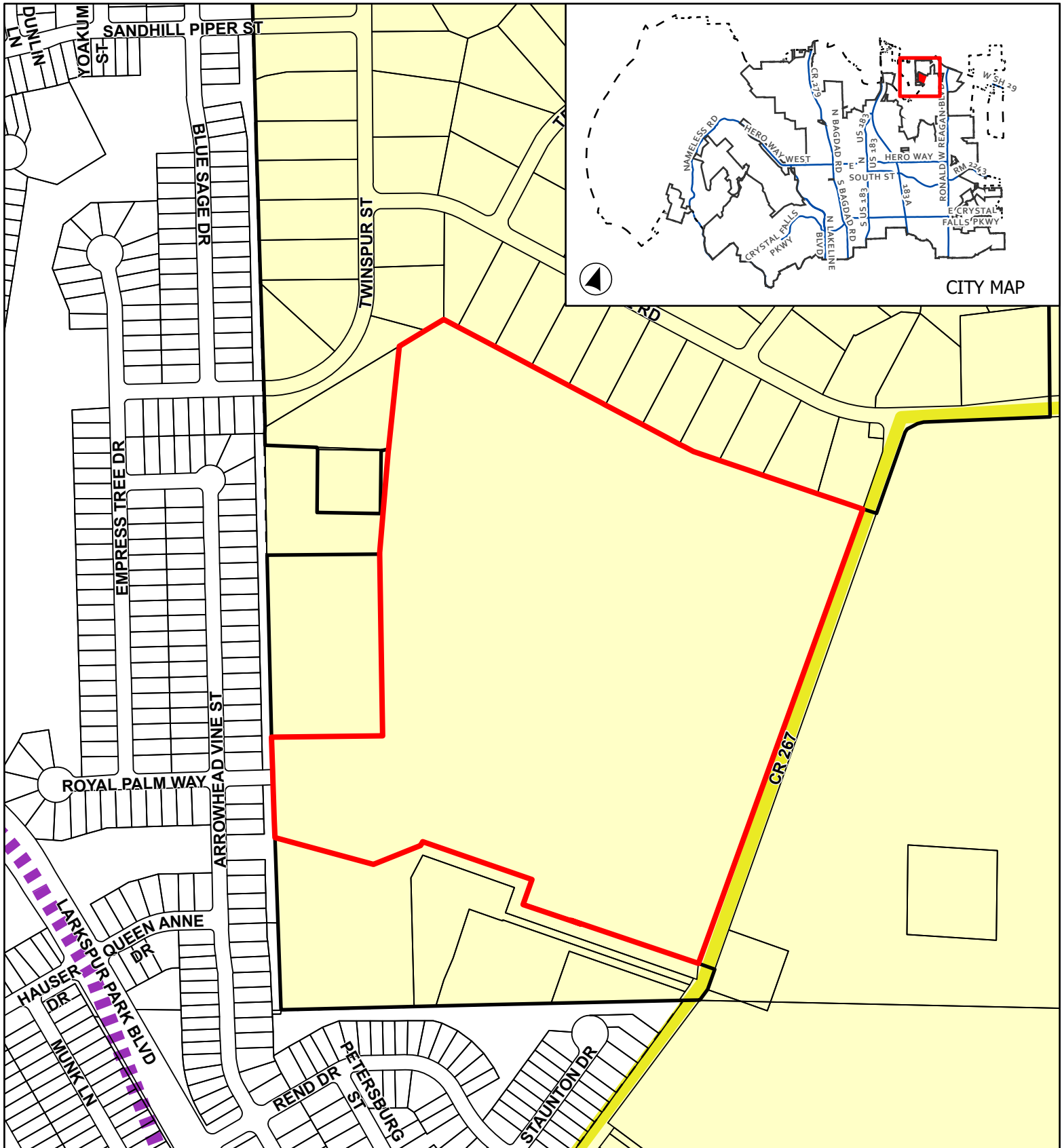


- City Limits
- ETJ

Current Zoning

- SFR - Single-Family Rural

- SFE - Single-Family Estate
- Subject Boundary



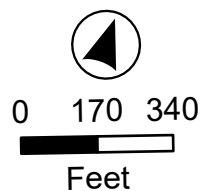
CASE: Z-25-0196

ATTACHMENT 3

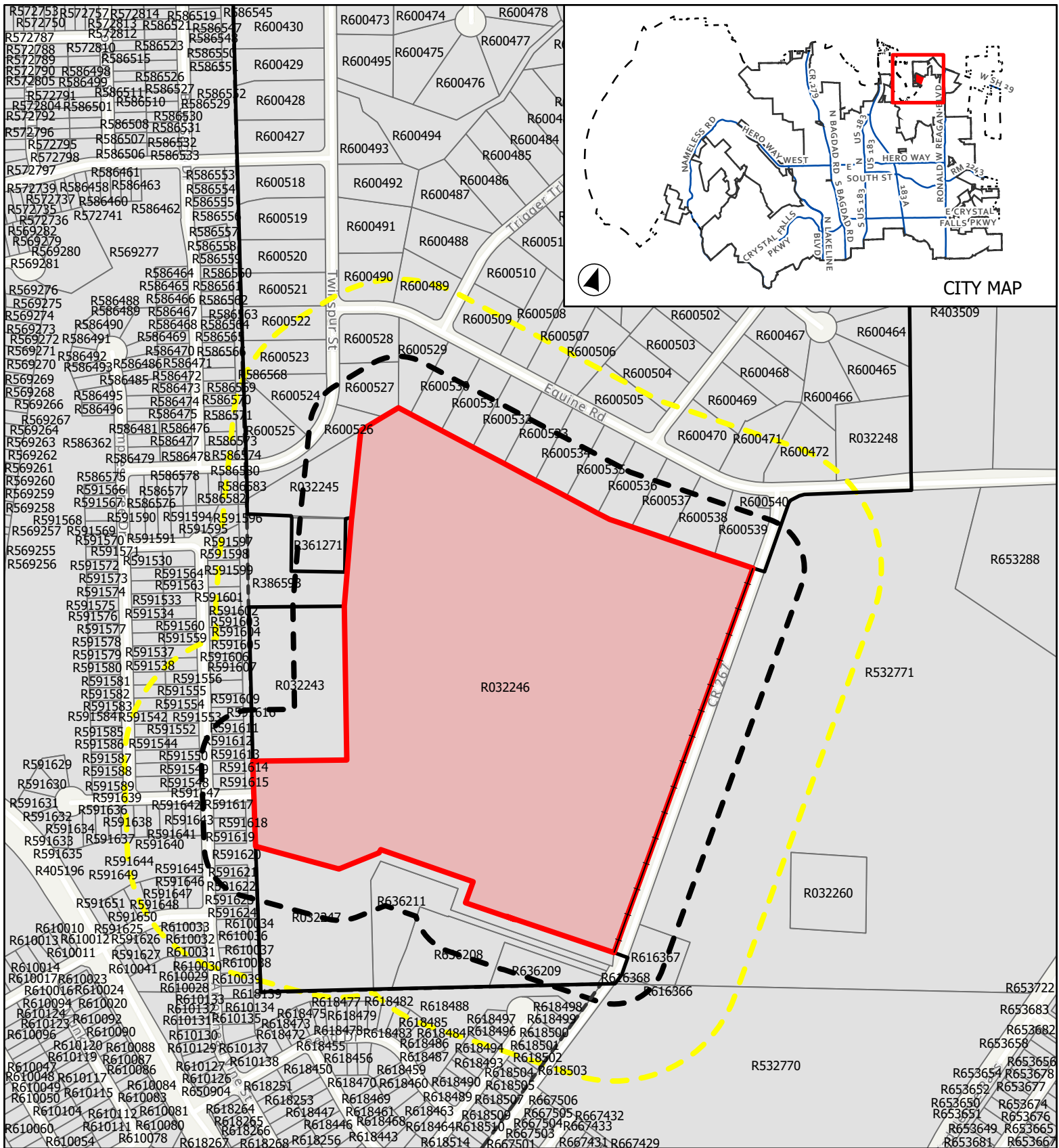
ALEXANDER TRACT

Future Land Use Map

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- | | |
|---------------------------|--------------------------|
| ETJ Boundary | Neighborhood Residential |
| Leander City Limits | Activity Center |
| Collector, Existing | Subject Boundary |
| Arterial 4 Lane, Proposed | |



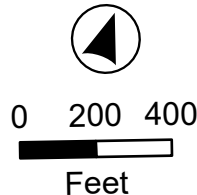
CASE: Z-25-0196

ATTACHMENT 4

ALEXANDER TRACT

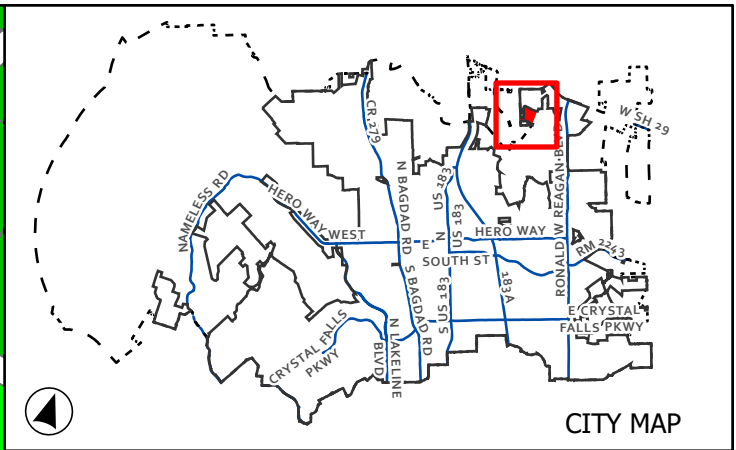
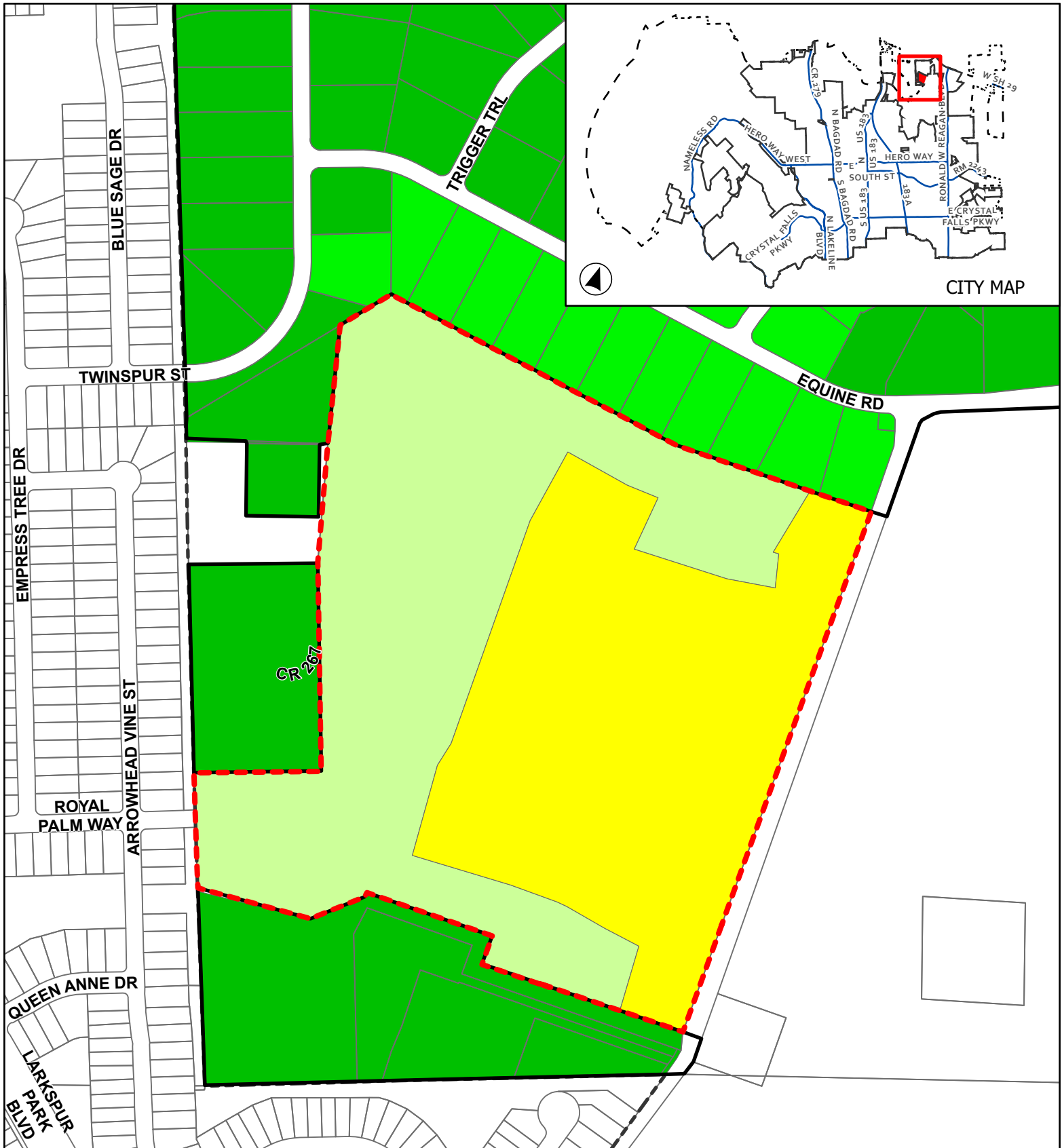
Public Notification

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City Limits
ETJ
Railroad

Subject Boundary
200'
500'



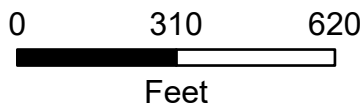
CASE: Z-25-0196

ATTACHMENT 5

ALEXANDER TRACT

Proposed Zoning

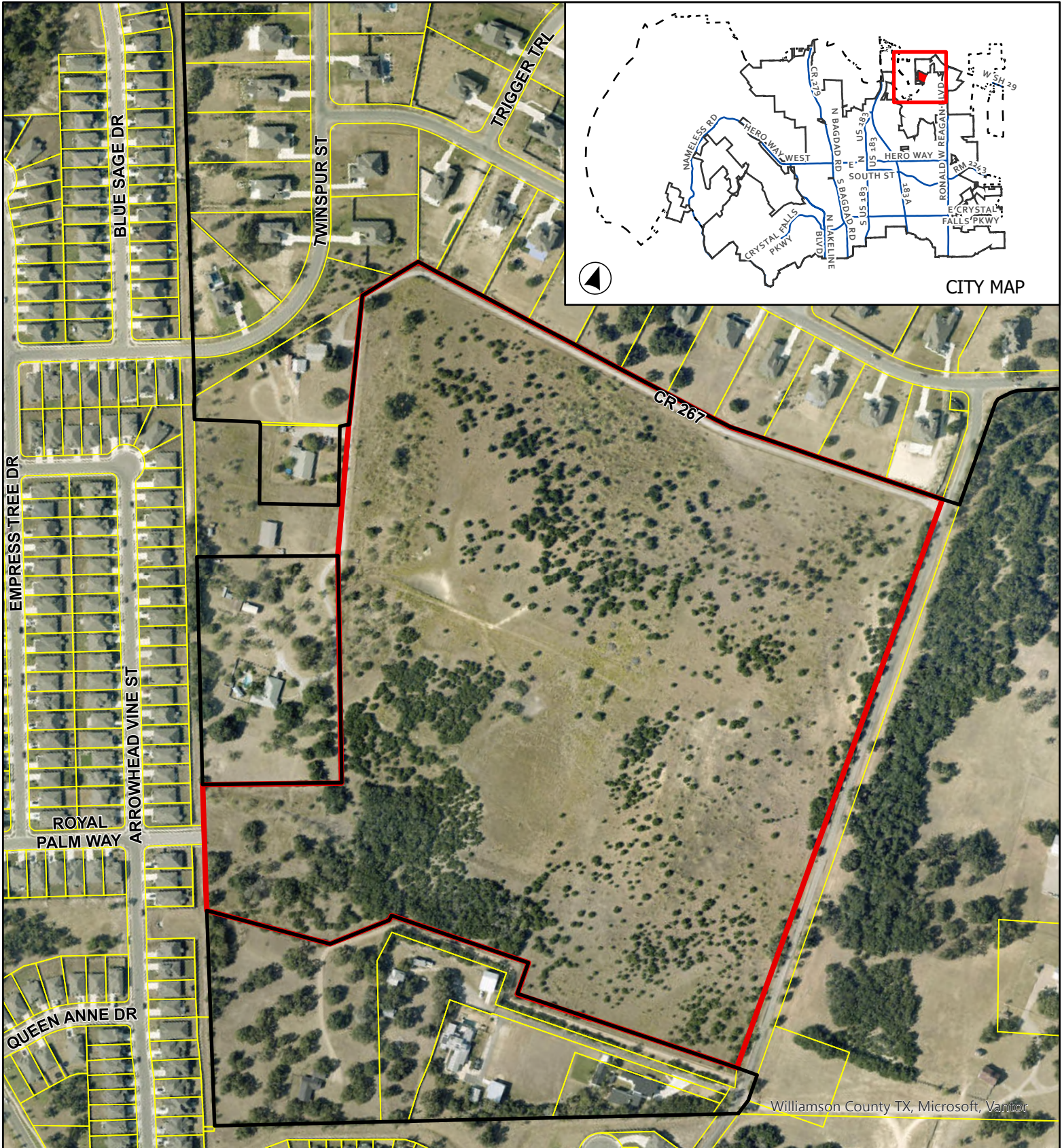
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



Proposed Zoning

- SFR - Single-Family Rural ■
- SFE - Single-Family Estate ■
- SFU - Single-Family Urban ■
- SFC - Single-Family Compact ■

City Limits
 ETJ
 Subject Boundary ■



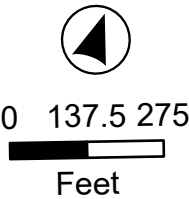
CASE: Z-25-0196

ATTACHMENT 6

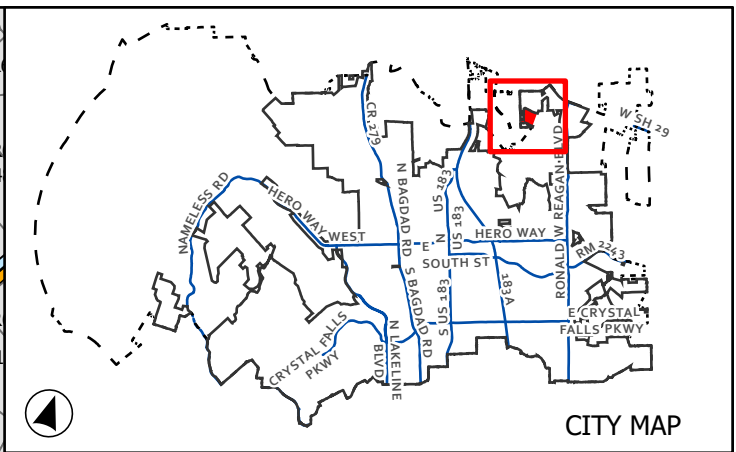
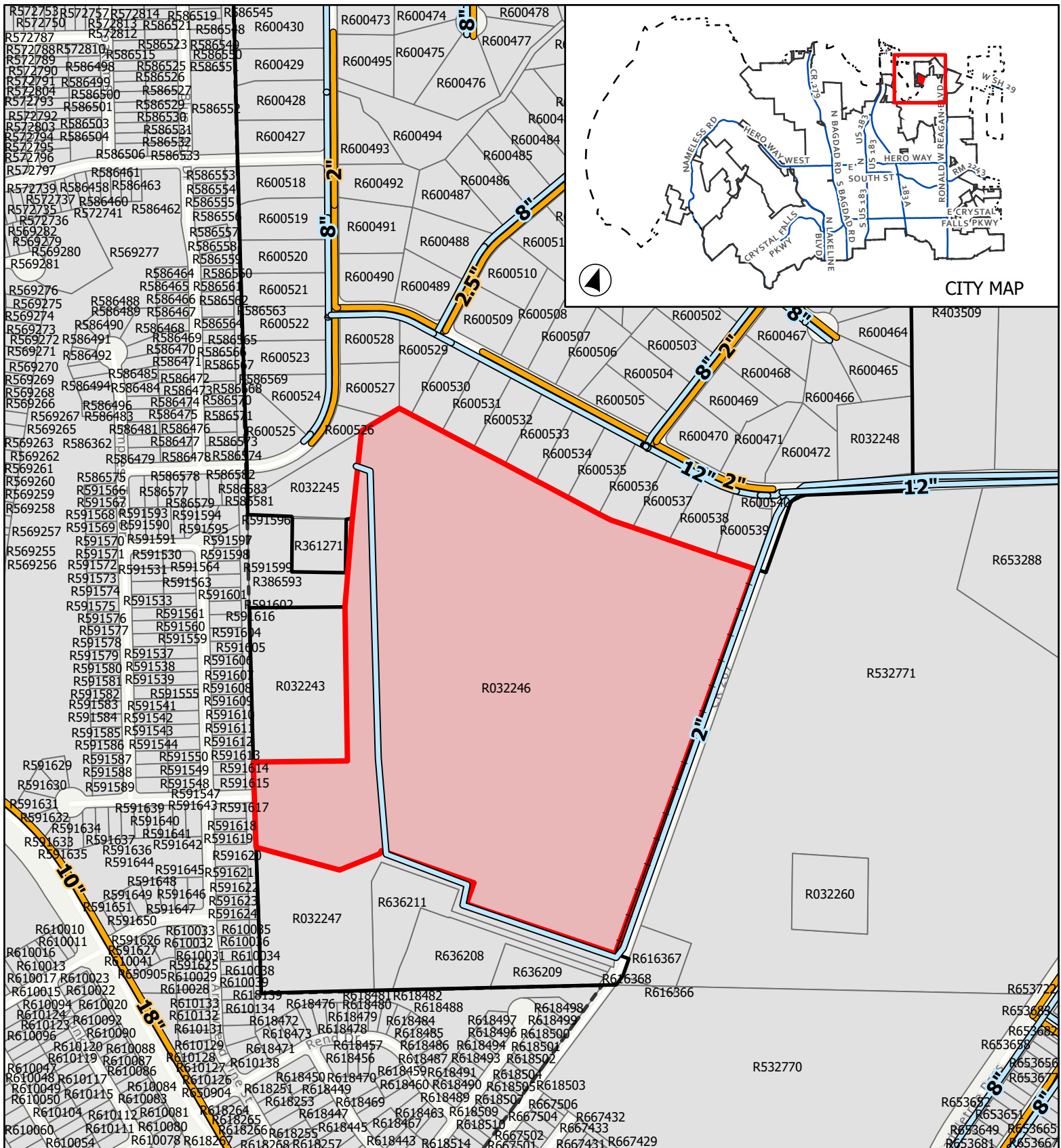
ALEXANDER TRACT

Aerial Map

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- Leander City Limits
- Subject Boundary
- Williamson County Parcels



CASE: Z-25-0196

ATTACHMENT 7

ALEXANDER TRACT

Utilities Map

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0 200 400

Feet



Subject Boundary

Waste Water Line

Water Main Line

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

Letters were sent to the property owners within 500' the week of 09/29/2025, see attached for letter and list of property owners. Additionally, Pulte hand-delivered notices to the mailboxes of all adjacent properties not part of the Larkspur or Bonet HOAs. Pulte will present the proposed project and answer questions at the scheduled meeting on September 30th at 6:00 p.m.

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.

PROPERTY OWNERS, SEE ATTACHED NAMES AND ADDRESSES AS WELL AS THE LARKSPUR HOA

3. What concerns were raised during these communications?

NO RESPONSES TO DATE

[Update -10/2025 Traffic & more information on traffic / road improvements](#)

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

NONE TO DATE

[Update - 10/2025 Response to concerns - Open to sharing TIA report once finalized. We are in communication with the County about their road improvement efforts for CR 267.](#)

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

Signature:



Date

10/23/2025

Updated 1/28/2026



September 29, 2025

Re: Alexander Tracts Zoning Change Introduction

Hello Neighbors!

As part of an application to the City of Leander, please find attached information pertaining to a Zoning Change submittal for the Property located on the west right-of-way of County Road 267 south of the intersection with Equine Road in the City of Leander's ETJ. The property is located on one tract of land at CR 267, Georgetown, Texas 78628. PulteGroup, Inc. appreciates your review and consideration in supporting their effort to convert the property to SFU-Single Family Urban, SFC-Single Family Compact, and SFL-Single Family Limited and develop high-quality residential consistent with other development in the surrounding area.

The Property is currently located within the City of Leander's ETJ and is designated as "*Future Annexation Development Agreement*". The Future Land Use Plan identifies the Property as "*Neighborhood Residential*" which is intended to provide opportunity for a variety of single-family dwellings. The Applicant intends to develop a residential project on the Property and seeks to rezone the property to SFU-Single Family Urban, SFC-Single Family Compact, and SFL-Single Family Limited. The rezoning request is for straight zoning, offering the Applicant the zoning standards to develop a high-quality residential development. Rezoning to SFU-Single Family Urban, SFC-Single Family Compact, and SFL-Single Family Limited will offer residential development consistent with the residential developments along CR 267.

Additionally, the preliminary property design includes a future collector roadway and accounts for future roadway designs consistent with the City's Future Land Use Plan (FLUP). From a land perspective, this area is an area of Leander in transition. Development growth in this area has been primarily residential, making the development a suitable addition.

We welcome any questions or feedback you may have. Please contact me to convey any questions or thoughts you may have regarding the rezoning. My associates or I can be reached at 512.246.7003 or via email at info@secplanning.com.

Thank you for considering this proposed Leander development.

Sincerely,

Peter Verdicchio, PLA, ASLA
Principal

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 55.152 acres $\pm$; being more particularly described in **Exhibit "A"**; generally located west of Kauffman Loop approximately 300 feet south of Equine Road and CR 267; identified by Williamson Central Appraisal District tax identification number R032246; more particularly described in Instrument Number 2024057632; recorded in the Official Public Records of Williamson County, Texas.

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

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

notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 19th day of March, 2026.
FINALLY PASSED AND APPROVED on this the 2nd day of April, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Conduct a public hearing regarding the issuance of City of Leander, Texas General Obligation Refunding Bonds, Series 2026, in an amount not to exceed \$20,320,000.00.

- Discuss and consider action regarding an Ordinance Authorizing the Issuance of City of Leander, Texas General Obligation Refunding Bonds, Series 2026, in an amount not to exceed \$20,320,000.00.

BACKGROUND:

This Ordinance is to authorize the issuance and sale of refunding bonds for portions of certain of the City's outstanding obligations. These obligations (the "Outstanding Obligations") are the Certificates of Obligation, Series 2026; General Obligation and Refunding Bonds, Series 2016; and the General Obligation Bonds, Series 2018. The refunding is a refinancing of these Outstanding Obligations made for the purpose of generating debt service savings for the City. It is anticipated that the refunding will result in savings of at least 3% of the debt service payments, or approximately \$500,000.00 to \$600,000.00, over the full terms of the bonds.

Callable debt for each of these series is as shown below.

- General Obligation and Refunding Bonds, Series 2016 = \$10,055,000
- Combination Tax and Revenue Certificates of Obligation, Series 2016 = \$8,915,000
- General Obligation Refunding Bonds, Series 2018 = \$1,350,000

To achieve the greatest savings for the City in this transaction, the City Council, by adopting this ordinance, will delegate to the City Manager, Chief Financial Officer, and Financial Advisor for the City, the authority to select the day on which to enter the market to sell the bonds and to also select certain terms of those bonds. (This type of sale is typically referred to as a "delegated sale"). This ordinance specifies the parameters for that sale such that for the bonds to be sold, the transaction must yield a debt service savings of at least 3%, the interest rate on the bonds cannot exceed 5%, and the term of the bonds cannot exceed August 15, 2037.

The Chief Financial Officer and the City's Financial Advisor will be at this City Council meeting to provide an overview of the transaction, including a summary of the Outstanding Obligations, the anticipated savings, and the overall timeline for the transaction. The highlights of the timeline are stated below.

As noted, the par amount of the bonds and final estimated savings will be determined at the time of the pricing and sale of the bonds, which is currently expected to be the morning of April 16, 2026.

HISTORY/TIMELINE:

The bonds will refund/refinance maturities of the Outstanding Obligations which were sold by the City in 2016 and 2018. The key dates for the transaction are: City Council authorizes the delegated sale (March 19); Pricing

and sale of the bonds (estimated April 16); Estimated closing and proceeds placed in escrow to accomplish the refunding/refinancing (May 19); Estimated completion of the refunding/refinancing (August 15).

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of issuance of General Obligation Refunding Bonds, Series 2026, in an amount not to exceed \$20,320,000.00.

PRESENTER:

Otis Williams, Chief Financial Officer

Fiscal Impact

Attachments:

1. Authorizing Ordinance GO Refunding Bonds, Series 2026

BOND ORDINANCE NO. 26-XXX-XXX

Adopted: March 19, 2026

CITY OF LEANDER, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2026

ORDINANCE NO. 26-__

AN ORDINANCE authorizing the issuance of "CITY OF LEANDER, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026"; specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; establishing procedures for the sale and delivery of the bonds; delegating matters relating to the sale and issuance of the bonds to an authorized City official; resolving other matters incident and related thereto; and providing an effective date.

WHEREAS, the City Council (the "Council") of Leander City, Texas (the "City") has heretofore issued, sold, and delivered, and there are currently outstanding obligations, to wit: "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016" dated November 1, 2016; "City of Leander, Texas General Obligation and Refunding Bonds Series 2016" dated November 1, 2016; and "City of Leander, Texas General Obligation Refunding Bonds Series 2018" dated May 15, 2018, (the "Refunded Bonds"); and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended ("Chapter 1207"), the Council is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded Bonds, or other authorized depository, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of Chapter 1207, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount and certain other specified terms of Bonds to be issued, negotiate the terms of sale thereof and to select the specific maturities (whole or part) of the Refunded Bonds to be refunded; and

WHEREAS, the Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund all or a portion of the Refunded Bonds to achieve debt service savings and authorize the issuance of the Bonds in one or more series with the terms of such bonds to be included in one or more pricing certificates (each a "Pricing Certificate") to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Chapters 1207 and 1371, Texas Government Code, as amended; now, therefore,

BE IT ORDINANCEED, ADJUDGED AND DECREED BY THE CITY COUNCIL OF LEANDER, TEXAS:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Bonds of the City shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth, to be designated and bear the title "CITY OF LEANDER, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026" or such other designation as specified in the Pricing Certificate (hereinafter referred to as the "Bonds"), for the following purposes, to wit: (i) for the discharge and final payment of certain obligations of the City (identified in the preamble hereof and referred to as the "Refunded Bonds") and (ii) for the payment of costs of issuance, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended.

SECTION 2: Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only,

shall be dated as provided in the Pricing Certificate (the "Bond Date"), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity [defined below]) thereof, and shall become due and payable on a date certain in each of the years and in principal amounts (each a "Stated Maturity" and collectively the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date(s) specified in the Pricing Certificate at the rate or rates per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1207 of the Texas Government Code, as amended, the Mayor, the City Manager, and the City's Chief Financial Officer (each a "Pricing Officer") are each, individually or together, hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including (i) selecting the specific maturities (in whole or in part) of the Refunded Bonds to be refunded, (ii) determining whether the Bonds shall be issued in one or more series or subseries, (iii) determining (A) the aggregate original principal amount of each series of the Bonds, the date of each series of the Bonds, any additional or different designation or title by which the Bonds shall be known, (B) the price at which each series of the Bonds will be sold, (C) the manner of sale (negotiated, privately placed or competitively bid), (D) the designation of underwriters or purchasers associated with the issuance and sale of the Bonds, and (E) the Stated Maturities of each series of the Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each Stated Maturity, the interest payment dates, the record date, the price and terms upon and at which each series of the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, (iv) determining whether to use a book-entry-only securities clearance, settlement and transfer system, (v) the designation of one or more funds for the payment of the Bonds, (vi) the terms of any bond insurance applicable to the Bonds, (vii) any modification of the continuing disclosure undertaking contained in Section 33 hereof as may be required by the purchasers of the Bonds in connection with any amendments to the United States Securities and Exchange Commission Rule 15c2-12, (viii) determining the form of escrow agreement, and (ix) determining all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the applicable Pricing Certificate; provided that:

- (A) The aggregate original principal amount of the Bonds shall not exceed the original principal amount of \$20,320,000, exclusive of premium for costs of issuance and underwriters' discount;
- (B) The true interest cost rate of the Bonds shall not exceed 5.00%;
- (C) The Bonds must produce a present value savings of at least 3.00%, net of any City contribution; and
- (D) The final Stated Maturity of the Bonds shall not be later than August 15, 2037.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with any series of the Bonds, then the Pricing Officer is authorized, in

connection with effecting the sale of the Bonds, to make the selection of the municipal bond insurance company for the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy or policies in support of such series. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to effect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days from the date of adoption of this Ordinance. The Pricing Officer may exercise such delegation on more than one occasion during such time period. The Bonds shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Agreement (hereinafter defined) and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar (as defined below), and the payment thereof 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, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment thereof upon a redemption of less than all of the principal amount of a Bond may be accomplished without presentation and surrender of such Bond. Interest due on the Bonds shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (which shall be defined and set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States Mail,

first class postage prepaid, to the address of the Holder recorded 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. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive ordinance to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such next succeeding day shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Bonds 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 past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (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 of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. The Security Register shall be kept and maintained at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by such Holder's duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by such Holder's duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the single Initial Bond referenced in Section 8) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the single Initial Bond referenced in Section 8) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the applicable provisions contained hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in a Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" system, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the City Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers and the seal on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the

proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in the Texas Government Code, Chapter 1201, as amended. Additionally, when the Bonds are delivered to the initial purchaser(s), the City Treasurer, or person charged with performing the duties of the City Treasurer, shall register the Bonds on the records of the City.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C, executed manually or by facsimile by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the total principal amount shown in the Pricing Certificate in principal installments to become due and payable as provided in the Pricing Certificate and numbered I-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from I-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bond(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed with the information set forth in the Pricing Certificate, and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling form and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LEANDER, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2026

Bond Date:

Interest Rate:
_____ %

Stated Maturity:
_____, 20__

CUSIP NO:

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Leander (hereinafter referred to as the "City"), a body corporate and political subdivision in the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest to the registered owner hereof on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" (affixed hereto by the Paying Agent/Registrar) (unless the "Registration Date" is an interest payment date, in which case this Bond shall bear interest from such date, or unless the "Registration Date" is the delivery date hereof (or of a Predecessor Bond (hereinafter mentioned)), in which case it shall bear interest from _____) 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 _____ in each year until maturity or prior redemption, commencing _____, 20__. Principal of this Bond is payable upon presentation and surrender at its Stated Maturity or redemption to the registered owner hereof, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) 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 ____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded 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 registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive ordinance to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such

date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and 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.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") pursuant to an Ordinance adopted by the City Council (herein referred to as the "Ordinance"), for the following purposes, to wit: (i) for the discharge and final payment of certain outstanding obligations of the City and (ii) to pay costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to the Ordinance.

The Bonds maturing on and after ____, 20__ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on ____, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption, and upon 30 days prior written notice being given by United States Mail, first class postage prepaid, to registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. 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 interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount of Bonds to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

[The Bonds maturing in the years 20__ and 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

\$_____,000 Term Bond Due _____, 20__	
_____, 20__	\$_____,000
_____, 20__	\$_____,000
_____, 20__	\$_____,000
_____, 20__	\$_____,000 (Maturity)

\$_____,000 Term Bond Due _____, 20__	
_____, 20__	\$_____,000
_____, 20__	\$_____,000
_____, 20__	\$_____,000
_____, 20__	\$_____,000
_____, 20__	\$_____,000 (Maturity)

At least forty-five (45) days prior to each mandatory redemption date specified above that the Term Bonds are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable maturity to be redeemed on the next following _____ from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Bonds not selected for prior redemption shall be paid on the date of their stated maturity.

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Bonds of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund.]

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 interest thereon shall cease to accrue from and after the redemption date therefore, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event of a partial redemption of the principal amount of this Bond, and except if this Bond shall then be registered in the name of Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and there shall be issued to the registered owner hereof, without charge, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof. If this Bond is called for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Bonds, unless 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 may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City 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.

The Bonds constitute direct obligations of the City, payable from a direct and continuing annual ad valorem tax levied on all taxable property within the City, without legal limit as to rate, sufficient to pay the Debt Service Requirements on the Bonds. Reference is hereby made to the Ordinance and the Pricing Certificate, copies of which are on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein without definition have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, 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 by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment 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 City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 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, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do 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 the levy of a tax as aforestated. In case any provision in this Bond 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. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council has caused this Bond to be duly executed under the official seal of said Council as of the Bond Date.

CITY OF LEANDER, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

REGISTERED:

City Manager

(City Seal)

[Remainder of page intentionally left blank]

C. Form of Registration Certificate of Comptroller of Public Accounts - to appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
 §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
 §
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 _____.

Acting Comptroller of Public
Accounts of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; 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 of the State of Texas, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in _____, _____, is the Designated Payment/Transfer Office for this Bond.

Registration date:

_____, _____, as Paying Agent/Registrar

By: _____
Authorized Signature

E. 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:) _____

_____) 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: _____

Signature guaranteed: _____

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.

F. The Initial Bond(s) shall be in the form set forth in paragraph B of this Section, except that the heading and first paragraph of the single fully registered Initial Bond shall be modified as follows:

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LEANDER, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2026

Bond Date: _____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Leander (hereinafter referred to as the "City"), a body corporate and political subdivision in the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in each of the years and in principal installments in accordance with the following schedule:

YEAR OF
MATURITY

PRINCIPAL
INSTALLMENTS (\$)

INTEREST
RATE (%)

(Information to be inserted from schedule in the Pricing Certificate)

² Conform the terms and provisions of this Bond to the terms and provisions specified in the Pricing Certificate.

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the interest payment date next preceding the "Registration Date" (affixed upon the Bonds by the Paying Agent/Registrar) of each Bond (unless a Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of a Bond is the delivery date of the Bond or its Predecessor Bond to the initial Holder, in which case it shall bear interest from _____) 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 ____ in each year, commencing _____, 20____. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____, _____, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in _____, _____, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner 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 ____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded 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 registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive ordinance to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and 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.

SECTION 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a direct and continuing annual ad valorem tax on all taxable property within the City without legal limit as to rate, sufficient to pay the Debt Service Requirements on the Bonds and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the Debt Service Requirements on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2026 Refunding Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, City Manager, and the City's Chief Financial Officer, individually or jointly, are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, City Manager, and the City's Chief Financial Officer, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Bonds as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, (in each case, a "Lost Bond") the Paying Agent/Registrar may execute and deliver a replacement Lost Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such Lost Bond, or in lieu of and in substitution for such Lost Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Lost Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Lost Bond shall be borne by the Holder of the Lost Bond.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of any such Lost Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of any such Lost Bonds.

SECTION 12: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow

agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds, or applicable redemption date, such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the Pricing Certificate, the term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City 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 on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

SECTION 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 33 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the

Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in ordinance to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, City Manager, and the City's Chief Financial Officer, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued and (2) not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are a current refunding of the Refunded Bonds in that the Refunded Bonds are to be paid and redeemed in full within 90 days of the delivery date of the Bonds.

SECTION 15: Sale of Bonds; Purchase Agreement; Official Statement. The Bonds authorized by this Ordinance may be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Agreement"), the terms of which Purchase Agreement are to be determined by the Pricing Officer, in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Agreement for and on behalf of the City and as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of said Purchase Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers, if any;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Agreement;
8. The certain conditions to the obligations of the City under the Purchase Agreement;
9. Termination of the Purchase Agreement;
10. Particular covenants of the City;

11. The survival of representations made in the Purchase Agreement;
12. The payment of any expenses relating to the Purchase Agreement;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City and as the act and deed of this Council.

Furthermore, the use of a Preliminary Official Statement in connection with a public offering and sale of the Bonds is hereby authorized and approved in all respects. The City Mayor and City Secretary are further authorized and directed to cause to be delivered for and on behalf of the City copies of an Official Statement in final form as may be required by the Purchasers, and such Official Statement in final form as approved by the Pricing Officer shall be deemed to be approved by the Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16: Reserved.

SECTION 17: Reserved.

SECTION 18: Control and Custody of Bonds. The City Mayor shall be and is hereby authorized to take and have charge of all necessary ordinances and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 19: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less certain costs of issuance, and accrued interest, if any, received from the Purchasers of the Bonds or additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited, in the amount specified by the Pricing Officer in the Pricing Certificate, (i) with the Escrow Agent (as defined in Section 20 hereof) for application and disbursement in accordance with the provisions of the Escrow Agreement (as defined in Section 20 hereof) or with the paying agent/registrar for the Refunded Bonds for the payment and redemption or purchase and cancellation of the Refunded Bonds, as the case may be. The proceeds of sale of the Bonds not so deposited as specified above shall be disbursed for the payment of costs of issuance or deposited in the Interest and Sinking Fund for the Bonds or otherwise applied, all in accordance with written instructions from the City or its financial advisor or as set forth in the Pricing Certificate. Accrued interest, if any, and any excess bond proceeds, including investment earnings, not deposited in a construction fund or with the Escrow Agent or the paying agent for the Refunded Bonds or used to pay costs of issuance shall be deposited to the credit of the Interest and Sinking Fund.

Additionally, the Pricing Officer shall determine the amount of any City contribution to the refunding from moneys on deposit in the interest and sinking fund maintained for the payment of the Refunded Bonds.

SECTION 20: Escrow Agreement Approval and Redemption of Refunded Bonds.

(a) An Escrow Agreement (the "Escrow Agreement") by and between the City and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection

with the issuance of the Bonds, shall be attached to and approved by the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by the Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Bonds;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent's compensation, matters related to the administration of the Escrow Fund, and the settlement of any paying agents' charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the City, in cooperation with the Escrow Agent, are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF LEANDER, TEXAS SERIES 2026 GENERAL OBLIGATION REFUNDING BONDS ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Ordinance, the Pricing Certificate and the Escrow Agreement.

(b) In ordinance to provide for the refunding, discharge, and retirement of the Refunded Bonds as selected by the Pricing Officer, the Refunded Bonds identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first date such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance adopted by the City Council which authorized the issuance of the Refunded Bonds and the related pricing certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Bonds in substantially the form set forth as an exhibit to the Pricing Certificate, to the paying agent/registrars for the Refunded Bonds, in accordance with the redemption provisions applicable to the Refunded Bonds.

(c) The paying agent/registrars for the Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the ordinance authorizing the Refunded Bonds and the related pricing certificate and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date.

(d) The source of funds for payment of the principal of and interest on the Refunded Bonds on their redemption date shall be from the funds deposited with (1) the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in this Section 20 of this Ordinance and by the Pricing Officer or (2) the paying agent/registrars for the Refunded Bonds.

SECTION 21: Notices to Holders - Waiver. Wherever this Ordinance or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class

postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 22: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 23: Market Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Bickerstaff Heath Delgado Acosta LLP, Attorneys, Austin, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on or attached to definitive printed obligations or an executed counterpart thereof shall accompany the global Bonds deposited with The Depository Trust Company. The City Council confirms the continuation of the engagement Bickerstaff Heath Delgado Acosta LLP as the City's bond counsel.

SECTION 24: CUSIP Numbers. CUSIP numbers may be printed or typed on the Bonds deposited with The Depository Trust Company or on printed definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 25: Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or the Pricing Certificate or any provision hereof, this Ordinance and the Pricing Certificate and all their provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 26: Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Ordinance and the Pricing Certificate shall be and remain controlling as to the matters contained herein.

SECTION 27: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 28: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 29: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 30: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the Council hereby declares that this Ordinance would have been adopted without such invalid provision.

SECTION 31: Incorporation of Findings and Determinations. The findings and determinations of the Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 32: Bond Insurance. All or any portion of the Bonds may be sold with the principal of and interest thereon being insured by a qualified municipal bond insurance provider. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and to determine the provisions of any commitment therefor.

SECTION 33: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means 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 to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA, within six months after the end of each fiscal year ending in or after the year in which the Bonds are issued (such fiscal year, the “Issuance Year”), financial information and operating data with respect to the City that is of the general type included in the Official Statement authorized by Section 15 of this Ordinance, in Tables 1 through 9 and 11 through 14, and in Appendix B and information included under “INVESTMENTS”, “INVESTMENT AUTHORITY”, “INVESTMENT POLICIES” and “CURRENT INVESTMENTS”. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Appendix B thereto, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the City shall provide unaudited financial statements for the applicable fiscal year

to the MSRB through EMMA within six months after the end of each fiscal year ending in or after the Issuance Year, and audited financial statements for such fiscal year when and if the audit report for such financial statements becomes available. Any financial statements to be so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after 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, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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 in possession but subject to the supervision and ordinances of a court or governmental authority, or the entry of an ordinance 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) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, 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 required by subsection (c) of this Section of any Bond calls and defeasance that cause the City to be no longer such an “obligated person”.

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 does not make any 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 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 this Ordinance for purposes of any other provision of this Ordinance.

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.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting 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 (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) 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 provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) 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.

SECTION 34: Further Procedures. Any one or more of the Mayor, City Manager, and the City's Chief Financial Officer 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 on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in ordinance to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, City Manager, the City's Chief Financial Officer, or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in ordinance to cure any ambiguity, formal defect, or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 35: Public Meeting. It is officially found, determined, and declared that the

meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 36: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED, this the 19th day of March, 2026.

CITY OF LEANDER, TEXAS

Na’Cole Thompson, Mayor

ATTEST:

Dana Crabtree, City Secretary

(City Seal)

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

This PAYING AGENT/REGISTRAR AGREEMENT, dated as of _____, 2026 (this “Agreement”), by and between the City of Leander, Texas (the “Issuer”) and BOKF, NA (the “Bank”), a national banking association duly organized and operating under the laws of the United States of America.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its General Obligation Refunding Bonds, Series 2026 (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 _____, 2026; 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 “Ordinance” (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 said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance, a copy of which books and records shall be maintained at the office of the Bank located in the State of Texas or shall be available to be accessed from such office located in the State of Texas.

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 municipalities, 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:

“Acceleration Date” on any Security means, if applicable, the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Bank Office” means the corporate trust or commercial banking office 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.

“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.

“Legal Holiday” means a day on which the Bank is required or authorized to be closed.

“Ordinance” means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

“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 Ordinance).

“Redemption Date” when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

“Resolution” means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, 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 Ordinance 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. (a) **Principal Payments.** 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 the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

(b) **Interest Payments.** 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 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.

(c) Federal Tax Information Reporting. To the extent required by the Internal Revenue Code of 1986, as amended, and the Regulations, it shall be the duty of the Bank to report to the owners of the Securities and the Internal Revenue Service (i) the amount of “reportable payments,” if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Securities, and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Securities required to be included in the gross income of the owners thereof for federal income tax purposes.

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 Ordinance.

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”) 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. If the Bank Office is located outside the State of Texas, a copy of the Security Register shall be kept in 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 Financial Industry Regulatory Authority, 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 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. SECURITIES. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained 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.

Unless required by law, 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 and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

SECTION 4.05. RETURN OF CANCELLED SECURITIES. The Bank will, at such reasonable intervals as it determines, surrender Securities to the Issuer in lieu of which or in exchange for which other Securities have been issued, or which have been paid, or will provide a certificate of destruction relating thereto.

SECTION 4.06. MUTILATED, DESTROYED, LOST, OR STOLEN SECURITIES. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, 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 it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities 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 in the Ordinance and agrees to use reasonable care in the performance thereof.

Additionally, the Bank is authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner described in the closing memorandum prepared by the Issuer's financial advisor or other agent of the Issuer. The Bank may act on a facsimile or e-mail transmission of the closing memorandum by the Financial Advisor or the Issuer, 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.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved 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 on 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 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 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.

(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. MONEY HELD BY BANK. The Bank shall deposit any moneys received from the Issuer into an account to be held in an agency capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided 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 and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Funds held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained in the name and for the benefit of the Issuer.

The Bank shall be under no liability for interest on any money received by it hereunder.

Any money deposited with the Bank for the payment on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Texas Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Texas Property Code or inactive under Chapter 73 of the Texas Property Code.

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 its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the 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 County in the State of Texas where either the Bank maintains an office or the administrative offices of the Issuer is located, 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 located in the State of 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 from time to time, 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. COMPLIANCE WITH LAWS PROHIBITING THE BOYCOTTING OF ISRAEL. The Bank represents and verifies, under Section 2271.002, Texas Government Code, that the Bank and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Banker, if any, do not boycott Israel and will not boycott Israel through the full term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, “boycott Israel,” a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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 under Section 2252.153 or 2270.0201, Texas Government Code, as amended and posted on any of the following pages of such officer’s Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and excludes the Bank and each of its parent company, wholly-

or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

SECTION 5.11. COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES. The Bank represents and verifies, under Section 2276.002, Texas Government, as amended, that the Bank, and the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the Bank do not boycott energy companies and, such entities will not boycott energy companies through the full term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2276.001(1), Texas Government Code by reference to Section 809.001, Texas Government Code, shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

SECTION 5.12. COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION. The Bank represents and verifies, under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, (“SB 19”)), as amended, that Bank, nor the parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, of the Bank have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and such entities will not through the full term of this Agreement discriminate against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section.

As used in the foregoing verification and the following definitions, (a) “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing 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, or (iii) 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 and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) 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 (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) 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, (b) “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as 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 (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and (c) “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any 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.

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 and shall not be liquidated or otherwise limited by any provision of this Agreement notwithstanding anything to the contrary.

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 shall bind its 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, expressed 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 Ordinance 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 Ordinance, the Ordinance 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 of the principal of and interest on the Securities to the Holders thereof or may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

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 sixty (60) days after the giving of 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 this Agreement.

SECTION 6.11 MERGER, CONVERSION, CONSOLIDATION OR SUCCESSION. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the

Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

SECTION 6.12. 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 intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF LEANDER, TEXAS

By: _____

Title: Mayor

Address: 105 N. Brushy Street
Leander, Texas 78641

Attest:

Title: City Secretary

BOKF, NA

By: _____

Title: _____

Address: Corporate Trust Department
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

Schedule A



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Discuss and consider action regarding Tree Removal Case TRP-25-0049 regarding the removal of one (1) Heritage Tree associated with Oak Grove Estates (PICP-25-0274), generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

BACKGROUND:

This request is the first step in the tree removal request process. The applicant has submitted a request to remove six (6) Significant Trees and one (1) Heritage Tree. While the letter of intent and preservation plan mentions five (5) Significant Trees, the City considers multi-trunk Trees 917A and 917B as two (2) separate trees. These trees were not previously approved for removal with the Preliminary Plat. Per the applicant, the subdivision construction plan design requires additional tree removals in order to grade the right-of-way. Additionally, the Heritage Tree is impacted by channel construction.

Per Subdivision Ordinance, Article II, Section 22 (3)(iii)(d)(2), removal of Significant Trees greater than 18 caliper inches requires the approval of the Planning & Zoning Commission. Heritage Trees may be removed only with the approval of a Tree Removal Permit and after the required mitigation has been approved. The Planning & Zoning Commission will complete their review of the Significant Tree Removal on March 12, 2026. The action will be provided during the City Council meeting.

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

The Subdivision Ordinance includes the following tree mitigation requirements:

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

HERITAGE TREE REMOVAL – COUNCIL CONSIDERATION

There are 13 Heritage Trees on the site and the applicant is proposing to remove one (1). As part of this request, the following mitigation will be required for the Heritage Tree removal request:

- Heritage Tree removal fee in the amount of \$9,000.00 based off the removal of 30 caliper inches at a rate of \$300.00 per inch.
- Replacement Trees required at a 3:1 ratio for a total of 90 inches. Mitigation is proposed through credit from the 773.5 caliper inches of preserved trees.

SIGNIFICANT TREE REMOVAL – PLANNING & ZONING COMMISSION CONSIDERATION

Action will be taken by the Planning & Zoning Commission on March 12, 2026, regarding Significant Trees. No additional action is required by the City Council for this portion of the request. There are 221 Significant Trees between eight (8) and 26 caliper inches and the applicant is proposing to remove a total of 56 trees. The Preliminary Plat included 25 trees to be removed. During the Public Improvements Construction Plan (PICP) review, additional trees were proposed to be removed. Of the additional trees, 25 Significant Trees do not require action because they are less than 18 caliper inches. There are five (5) Significant Trees between 18 and 26 inches and one (1) Heritage Tree that require consideration for approval by the Commission. The following tree mitigation is proposed for the tree removal request:

- Mitigation is proposed through credit from the 773.5 caliper inches of preserved trees.

A complete preservation plan for this property is provided as Attachment 3. All of the fees and mitigation will be paid with the Public Improvement Construction Plans (PICP) permit.

GENERAL INFORMATION:

Current Zoning: SFE-2-A (Single Family Estate)

Size and Location: This property is generally located east of CR 175, approximately 250 feet north of Carthage Street, including approximately 20.536 acres.

Surrounding Area: This property is located north of the Edgewood subdivision. To the west of the site is a single-family residence. The areas to the north and south are undeveloped. The Grass Patch Inc. is located directly to the east of the site located outside the City limits.

Physical and Natural Features: This property contains moderate tree coverage with an existing residence. There is no floodplain.

HISTORY/TIMELINE:

03/19/2025 – Annexation Approved

03/20/2025 – Zoning Approved

06/18/2025 – Concept Plan Approved

12/11/2025 – Preliminary Plat Approved

03/12/2026 – Planning & Zoning Commission

APPLICANT/AGENT:

Eli Engineering, PLLC (Gary Jones) on behalf of CR 175 Investments, LLC (Josh Becker)

RECOMMENDATION:

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

1. Approve the tree removal request;
2. Deny the tree removal request; or

3. Propose an alternative plan that includes saving additional trees

Staff recommends Option 1 listed above – Approve the tree removal request. This would allow the applicant to remove trees as part of the PICP permit.

The Planning & Zoning Commission took action on the Significant Trees and made a recommendation regarding the Heritage Tree removal during the March 12, 2026 meeting. The action will be available during the meeting.

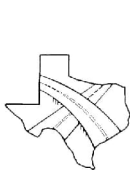
PRESENTER:

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

Fiscal Impact

Attachments:

1. TRP-25-0049 Att 1 Letter of Intent - Oak Grove Estates
2. TRP-25-0049 Att 2 Location Map - Oak Grove Estates
3. TRP-25-0049 Att 3 Tree Removal Exhibit - Oak Grove Estates
4. TRP-25-0049 Att 4 Tree Field Data - Oak Grove Estates



Firm # 17877

Mr. Justin W. Hunt
Senior Planner
City of Leander
201 N Brushy Street
Leander, TX 78641

Re: Oak Grove Estates
Significant and Heritage Tree Removal Request

Dear Mr. Hunt:

On behalf of CR 175 Investment, LLC. I am requesting removal of an additional five (5) significant trees measured greater than eighteen (18) inches up to twenty-six (26) inches and one heritage tree (>26") from the referenced subdivision that are over and above what was approved with the Preliminary Plat. As a result of the specific requirements we ran into during construction plan design, there were additional trees close to the ROW that will need to be removed predominantly for grading. The one heritage tree in the bypass channel presents a significant challenge to try to save. We looked at multiple channel alternatives to try to get something that would work to save the tree. The offsite channel is a significant amount of water that would require concrete channel protection and tree well walls to control erosion and direct the channel around the tree. That would result in inefficient hydraulics and could result in ongoing maintenance issues in the channel.

In accordance with Section 22(3)(III)(B) of the Subdivision Ordinance, up to fifty (50%) percent of the caliper inches of significant trees between eight (8) and twenty six (26) caliper inches may be removed without mitigation for single family and two-family subdivisions. Mitigation is being achieved by using credit for existing trees on site per Article VI, Section 1 (c)(5)(III)(A). The proposed plan significantly exceeds the requirements of the Subdivision Ordinance. The Owner and our team share the desire to save as many of these trees as possible which resulted in multiple iterations in layouts and configurations to get to where we are. There are so many trees on this property, to meet the City's design criteria and just a practical layout for the homes requires some consideration for removal which I think the Ordinance recognizes with the 50% mandate. There are some of the trees shown to be removed that the Owner may choose to keep although they do not meet the specific criteria with respect to the ½ critical root zone.

I have included the Tree Preservation Summary tables for both the approved Preliminary Plat and the proposed PICP plans below. As shown, there were 150" of trees >18" to 26" shown to be removed with the Preliminary Plat. After designing the streets, drainage and utilities for the subdivision, we are showing an additional 130" of those trees to be removed plus the one 30" heritage tree. The plan still saves 75% of the significant trees and 93% of the heritage trees.

TREE PRESERVATION PLAN - APPROVED PRELIMINARY

OAK GROVE ESTATES

TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" to 18"	1891	1676	88%	215	11%
>18" to 26"	1141	991	87%	150	13%
SUBTOTAL 8" to 26"	3032	2667	88%	365	12%
>26"	427	427	100%	0	0%
TOTALS	3459	3094	89%	365	11%

TOTAL TREES

TREE SIZE (in caliper inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" to 18"	165	147	89%	18	11%
>18" to 26"	56	49	88%	7	13%
SUBTOTAL 8" to 26"	221	196	89%	25	11%
>26" HERITAGE	13	13	100%	0	0%
TOTALS	234	209	89%	25	11%

MITIGATION PLAN: 8" - 18"

TREE SIZE (in caliper inches)	>50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
8" to 18"	0	0	-	-	\$ -

MITIGATION PLAN: Protected & Heritage Trees

TREE SIZE (in caliper inches)	Removed (total inches)	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
>18" to 26"	0	-	0	-	\$0.00
>26" HERITAGE	0	-		0	\$0
				TOTAL	\$0.00

TREE PRESERVATION PLAN - PICP PLANS

OAK GROVE ESTATES

TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" to 18"	1900	1433	75%	467	25%
>18" to 26"	1141	861	75%	280	25%
SUBTOTAL 8" to 26"	3041	2294	75%	747	25%
>26"	427	397	93%	30	7%
TOTALS	3468	2691	78%	777	22%

TOTAL TREES

TREE SIZE (in caliper inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" to 18"	165	122	74%	43	26%
>18" to 26"	56	43	77%	13	23%
SUBTOTAL 8" to 26"	221	165	75%	56	25%
>26" HERITAGE	13	12	92%	1	8%
TOTALS	234	177	76%	57	24%

MITIGATION PLAN: 8" - 18"

TREE SIZE (in caliper inches)	>50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
8" to 18"	0	0	-	-	\$ -

MITIGATION PLAN: Protected & Heritage Trees

TREE SIZE (in caliper inches)	Removed (total inches)	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
>18" to 26"	0	-	0	-	\$0.00
>26" HERITAGE	30	-		90	\$9,000
				TOTAL	\$9,000.00

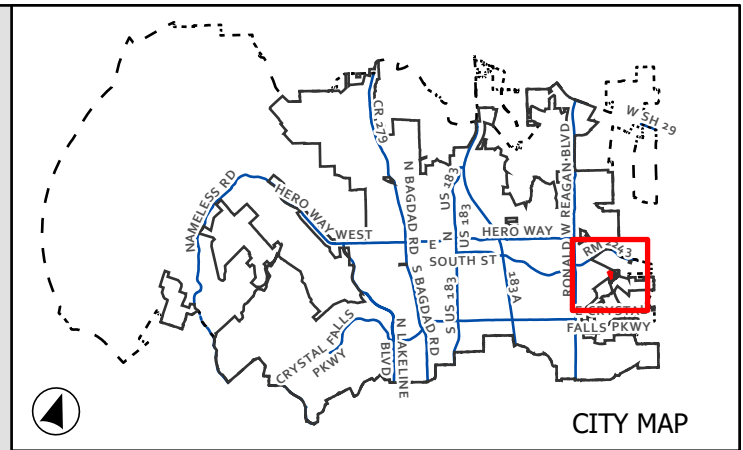
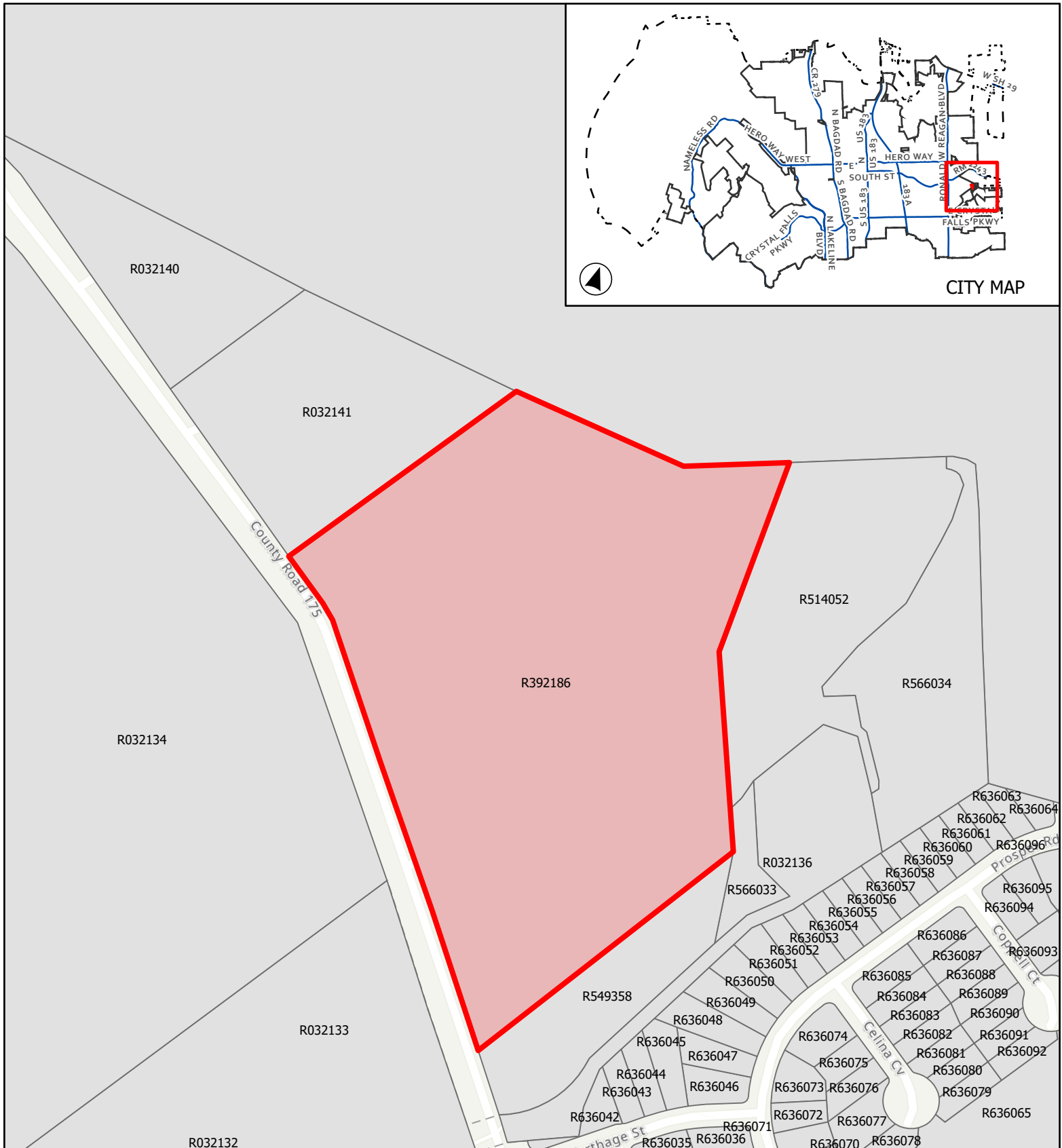
We respectfully request that the Planning Commission and City Council recognize the significant effort undertaken in designing this subdivision to preserve as many trees as possible. This is one of the situations that is comparable to squeezing a balloon. You change the layout for one item that results in a problem in another area. The plan as submitted is the result of squeezing that balloon, wrestling with the alternatives, and coming out with the best solution we can with what we were given to work with.

If you have any questions or comments, please feel free to contact me at (512) 658-8095 or gejtexas@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Eli Jones". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gary Eli Jones,
P.E. Member



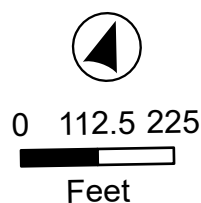
CASE: TRP-45-0049

ATTACHMENT 2

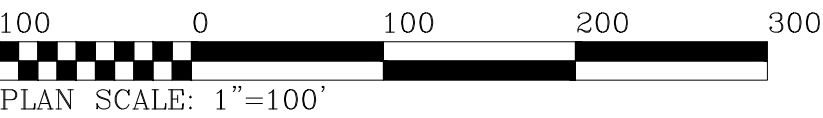
OAK GROVE ESTATES

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.



Subject Boundary 



Line #	Length	Direction
L1	152.16	N56° 07' 04"W
L2	1008.25	N38° 42' 54"W
L3	702.35	S31° 23' 59"W
L4	432.79	S23° 18' 31"E
L5	432.28	S0° 05' 31"E
L6	238.45	N68° 58' 40"E
L7	390.47	S85° 01' 58"E
L8	609.23	N33° 50' 50"E

#	OWNER INFORMATION	ACRES	DEED/PLAT INFORMATION
1	CSM-MASON FAMILY, LP	173.8	2011086909
2	JOHN WAYNE & JODY M. BRODHECKER	5.00	2025012047
3	LEANDER ISID TRUSTEE	163.59	2010054945
4	JESSE W. STENCE	74.00	2021184954
5	GEORGE A. GLENN	5.368	2004056662
6	GEORGE A. GLENN	3.43	2004056662
7	GEORGE A. GLENN	2.39	2004056662
8	GEORGE A. GLENN	0.477	2004056662
9	GZJS, LLC	2.295	2016045671
10	MI HOMES OF AUSTIN, LLC	--	--
11	MI HOMES OF AUSTIN, LLC	--	--
12	MI HOMES OF AUSTIN, LLC	--	--
13	JONATHAN D. SAMUEL	--	2025014416
14	BALA KOTESWARA RAO MALLAMPATI & ARUNA RATAKINDA (CO-TRUSTEES OF THE MALLAMPATI LIVING TRUST)	--	2025005587
15	VIKARAT & MANISHA SONONE	--	2024066785
16	THAMILARASAN THANASINGH & SUGANTHA PRIYA RAJENDRAN	--	2025000315
17	SATISH MOTIPALLI & SUNITHA KAPARTHI	--	2024019384

-  PROPOSED PROPERTY LINE
 EXISTING BOUNDARY LINE
 PROPOSED SETBACK LINE
 PROPOSED EASEMENT
 EXISTING EASEMENT
 EXISTING CONTOURS
 EXISTING CITY E.T.J. LINE

Diagram illustrating the Critical Root Zone (CRZ) for trees. The top tree is labeled 'TREE (TO REMAIN)' and has a solid green outline. The bottom tree is labeled 'TREE (TO BE REMOVED)' and has a dashed red outline. Both trees show the 'TRUNK LOCATION' and the 'CRITICAL ROOT ZONE' (ZZZ).

JOHN McCOWN, R.P.L.S. NO. 5135
600 WEST WHITESTONE BLVD.
CEDAR PARK, TX 78613
512-249-8875
TBPELS FIRM NO. 10084600

OWNER / DEVELOPER
175 INVESTMENTS, L.L.C.
621 COUNTY ROAD 175
LEANDER, TEXAS 78641
CONTACT: JOSH BECKER
512-909-4744
josh@dannendev.com

1. THIS DEVELOPMENT IS ZONED AS SINGLE FAMILY ESTATE (SFE-2A).
2. PARK PLAN: SEE IN LIEU.
3. THIS DEVELOPMENT IS IDENTIFIED AS NEIGHBORHOOD RESIDENTIAL PER THE CITY OF LEANDER
FUTURE LAND USE PLAN.
4. NO PORTION OF THIS DEVELOPMENT LIES WITHIN ZONE "AE" AND IS WITHIN THE 0.2% ANNUAL
CHANCE FLOODPLAIN AS SHOWN ON FEMA PLAN 48491C0460F, DATED DECEMBER 20TH, 2019.
5. THIS PROJECT LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.
6. THIS PROJECT DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

1. IN THE EVENT OF A CONFLICT WITH TREE REMOVAL/PRESERVATION CALLOUTS ON PLAN SHEET(S) VERSUS THE TREE REMOVAL/PRESERVATION MATRIX, THE TREE REMOVAL/PRESERVATION MATRIX SHALL APPLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY WITH CITY STAFF SHOULD ANY INCONSISTENCY EXIST WITHIN AN APPROVED PLAN SET. NO IN-FIELD CHANGES ARE MADE TO APPROVED PLANS, NO EXCEPTIONS.

2. REFER TO SHEET 6 FOR COMPLETE TREE LIST.

3. THE TREE SURVEY SHOWN WAS COMPLETED ON FEBRUARY 10, 2023

LEANDER, TEXAS 78641 (ETJ)
OAK GROVE ESTATES SUBDIVISION

SUBDIVISION IMPROVEMENTS

EXISTING CONDITIONS PLAN

DRAWING SCALE:
HORIZ. =

SURVEYED:

FILE NAME: RR

DATE: _____

DESIGNED: EEI

SHEET

8

OF

63

C:\Users\jlemon\Documents\ELI Engineering\2--Working Folder\Folder\Oak Grove Subdivision\00_01--CAD\00_04--Shaded\CONSTRUCTION\ELL_OAK_GROVE_ET_CADD.dwg Dec 16, 2025 9:41 am

EXISTING TREE LIST

TREE NO	TREE TYPE	CALIPER INCH	REMOVED	PROTECTED	HERITAGE	REASON FOR REMOVAL
800	LIVE OAK	17		0	0	
801	LIVE OAK	17		0	0	
802	CEDARELM	19		19	0	
803A	CEDARELM	15		0	0	
803B	CEDARELM	15		0	0	
804A	LIVE OAK	22		22	0	
804B	LIVE OAK	16		0	0	
805A	LIVE OAK	13		0	0	
805B	LIVE OAK	13		0	0	
806A	LIVE OAK	11		0	0	
806B	LIVE OAK	10		0	0	
807	LIVE OAK	31		0	31	
808	LIVE OAK	31		0	31	
809	LIVE OAK	22		22	0	
810	CEDARELM	17		0	0	
811	LIVE OAK	21		21	0	
812	LIVE OAK	18		18	0	
813	LIVE OAK	18		18	0	
814	LIVE OAK	18		18	0	
815	LIVE OAK	23		23	0	
816	LIVE OAK	16		0	0	
817	LIVE OAK	58		0	58	
818	LIVE OAK	18		18	0	
819	LIVE OAK	16		0	0	
820	CEDARELM	20		20	0	
821A	LIVE OAK	16		0	0	
821B	LIVE OAK	16		0	0	
822A	LIVE OAK	15		0	0	
822B	LIVE OAK	13		0	0	
823A	LIVE OAK	15		0	0	
823B	LIVE OAK	10		0	0	
824	LIVE OAK	24	24	24	0	ROADWAY CONSTRUCTION
825	LIVE OAK	18	18	18	0	ROADWAY CONSTRUCTION
826A	LIVE OAK	12	12	0	0	ROADWAY CONSTRUCTION
826B	LIVE OAK	11	11	0	0	ROADWAY CONSTRUCTION
827A	LIVE OAK	13	13	0	0	ROADWAY CONSTRUCTION
827B	LIVE OAK	12	12	0	0	ROADWAY CONSTRUCTION
828	LIVE OAK	20		20	0	
829	LIVE OAK	16		0	0	
830A	LIVE OAK	23		23	0	
830B	LIVE OAK	11		0	0	
831A	LIVE OAK	18		18	0	
831B	LIVE OAK	10		0	0	
831C	LIVE OAK	10		0	0	
832	LIVE OAK	37		0	37	
833	LIVE OAK	24		24	0	
834	LIVE OAK	20		20	0	
835A	LIVE OAK	16		0	0	
835B	LIVE OAK	16		0	0	
836	LIVE OAK	26		0	26	
837	LIVE OAK	28		0	28	
838A	LIVE OAK	23		23	0	
838B	LIVE OAK	23		23	0	
838C	LIVE OAK	23		23	0	
838D	LIVE OAK	11		0	0	
839A	LIVE OAK	17		0	0	
839B	LIVE OAK	10		0	0	
840A	LIVE OAK	21		21	0	
840B	LIVE OAK	14		0	0	
841	LIVE OAK	16		0	0	
842	LIVE OAK	16		0	0	
843	LIVE OAK	25		25	0	
844	LIVE OAK	17	17	0	0	ROADWAY CONSTRUCTION
845	LIVE OAK	19	19	19	0	ROADWAY CONSTRUCTION
846A	LIVE OAK	15		0	0	
846B	LIVE OAK	14		0	0	
847A	LIVE OAK	26		0	26	
847B	LIVE OAK	19		19	0	
848	LIVE OAK	18		18	0	
849A	LIVE OAK	21	21	21	0	ROADWAY CONSTRUCTION
849B	LIVE OAK	16	16	0	0	ROADWAY CONSTRUCTION
849C	LIVE OAK	13	13	0	0	ROADWAY CONSTRUCTION
850A	LIVE OAK	17		0	0	
850B	LIVE OAK	8		0	0	
851	LIVE OAK	21	21	21	0	ROADWAY CONSTRUCTION
852	LIVE OAK	22	22	22	0	ROADWAY CONSTRUCTION
853	LIVE OAK	19	19	19	0	ROADWAY CONSTRUCTION
854A	LIVE OAK	14	14	0	0	ROADWAY CONSTRUCTION
854B	LIVE OAK	9	9	0	0	ROADWAY CONSTRUCTION
855A	LIVE OAK	16		0	0	
855B	LIVE OAK	15		0	0	
856A	CEDARELM	14		0	0	
856B	CEDARELM	12		0	0	
856C	CEDARELM	8		0	0	
857A	LIVE OAK	12		0	0	
857B	LIVE OAK	9		0	0	
858	LIVE OAK	24		24	0	

EXISTING TREE LIST

TREE NO	TREE TYPE	CALIPER INCH	REMOVED	PROTECTED	HERITAGE	REASON FOR REMOVAL
859	LIVE OAK	18		18	0	
860A	CEDARELM	13		0	0	
860B	CEDARELM	11		0	0	
860C	CEDARELM	8		0	0	
860D	CEDARELM	5		0	0	
861A	CEDARELM	11		0	0	
861B	CEDARELM	10		0	0	
861C	CEDARELM	9		0	0	
861D	CEDARELM	9		0	0	
861E	CEDARELM	8		0	0	
861F	CEDARELM	6		0	0	
862A	LIVE OAK	17		0	0	
862B	LIVE OAK	16		0	0	
863	LIVE OAK	18		18	0	
864A	LIVE OAK	16		0	0	
864B	LIVE OAK	10		0	0	
865	LIVE OAK	16		0	0	
866A	LIVE OAK	11		0	0	
866B	LIVE OAK	8		0	0	
866C	LIVE OAK	6		0	0	
867A	CEDARELM	12	12	0	0	ROADWAY CONSTRUCTION
867B	CEDARELM	10	10	0	0	ROADWAY CONSTRUCTION
868A	LIVE OAK	18		18	0	
868B	LIVE OAK	6		0	0	
868C	LIVE OAK	5		0	0	
869A	LIVE OAK	12	12	0	0	ROADWAY CONSTRUCTION
869B	LIVE OAK	10	10	0	0	ROADWAY CONSTRUCTION
869C	LIVE OAK	9	9	0	0	ROADWAY CONSTRUCTION
870A	LIVE OAK	10	10	0	0	ROADWAY CONSTRUCTION
870B	LIVE OAK	8	8	0	0	ROADWAY CONSTRUCTION
870C	LIVE OAK	5	5	0	0	ROADWAY CONSTRUCTION
871A	LIVE OAK	16		0	0	
871B	LIVE OAK	11		0	0	
871C	LIVE OAK	9		0	0	
872A	LIVE OAK	9	9	0	0	ROADWAY CONSTRUCTION
872B	LIVE OAK	8	8	0	0	ROADWAY CONSTRUCTION
872C	LIVE OAK	8	8	0	0	ROADWAY CONSTRUCTION
872D	LIVE OAK	6		0	0	
873	LIVE OAK	20	20	20	0	ROADWAY CONSTRUCTION
874	LIVE OAK	20	20	20	0	ROADWAY CONSTRUCTION
875	LIVE OAK	23	23	23	0	ROADWAY CONSTRUCTION
876	LIVE OAK	18	18	18	0	ROADWAY CONSTRUCTION
877A	LIVE OAK	12	12	0	0	ROADWAY CONSTRUCTION
877B	LIVE OAK	7	7	0	0	ROADWAY CONSTRUCTION
877C	LIVE OAK	6	6	0	0	ROADWAY CONSTRUCTION
878A	LIVE OAK	10	10	0	0	ROADWAY CONSTRUCTION
878B	LIVE OAK	8	8	0	0	ROADWAY CONSTRUCTION
878C	LIVE OAK	5	5	0	0	ROADWAY CONSTRUCTION
878D	LIVE OAK	4	4	0	0	ROADWAY CONSTRUCTION
879A	LIVE OAK	16		0	0	
879B	LIVE OAK	9		0	0	
879C	LIVE OAK	8		0	0	
879D	LIVE OAK	5		0	0	
879E	LIVE OAK	5		0	0	
880	LIVE OAK	19	19	19	0	ROADWAY CONSTRUCTION
881	LIVE OAK	16		0	0	
882	LIVE OAK	21		21	0	
883A	LIVE OAK	9		0	0	
883B	LIVE OAK	9		0	0	
883C	LIVE OAK	7		0	0	
883D	LIVE OAK	6		0	0	
884A	LIVE OAK	8	8	0	0	ROADWAY CONSTRUCTION
884B	LIVE OAK	8	8	0	0	ROADWAY CONSTRUCTION
885	LIVE OAK	24	24	24	0	ROADWAY CONSTRUCTION
886	LIVE OAK	18	18	18	0	ROADWAY CONSTRUCTION
887A	LIVE OAK	12		0	0	
887B	LIVE OAK	10		0	0	
888	LIVE OAK	30		0	30	
889	LIVE OAK	18		18	0	
890	LIVE OAK	29		0	29	
891	POSTOAK	16		0	0	
892	LIVE OAK	27		0	27	
893	CEDARELM	18		18	0	
894	LIVE OAK	16		0	0	
895A	LIVE OAK	32		0	32	
895B	LIVE OAK	14		0	0	
895C	LIVE OAK	14		0	0	
895D	LIVE OAK	9		0	0	
896	LIVE OAK	30	30	0	30	CHANNEL CONSTRUCTION
897	LIVE OAK	16	16	0	0	CHANNEL CONSTRUCTION
898A	LIVE OAK	13	13	0	0	CHANNEL CONSTRUCTION
898B	LIVE OAK	13	13	0	0	CHANNEL CONSTRUCTION
898C	LIVE OAK	11	11	0	0	CHANNEL CONSTRUCTION
898D	LIVE OAK	11	11	0	0	CHANNEL CONSTRUCTION
898E	LIVE OAK	10	10	0	0	CHANNEL CONSTRUCTION
899	LIVE OAK	20		20	0	
900A	LIVE OAK	13	13	0	0	ROADWAY CONSTRUCTION
900B	LIVE OAK	10	10	0	0	ROADWAY CONSTRUCTION

EXISTING TREE LIST

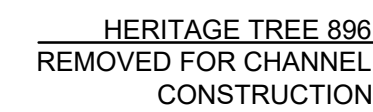
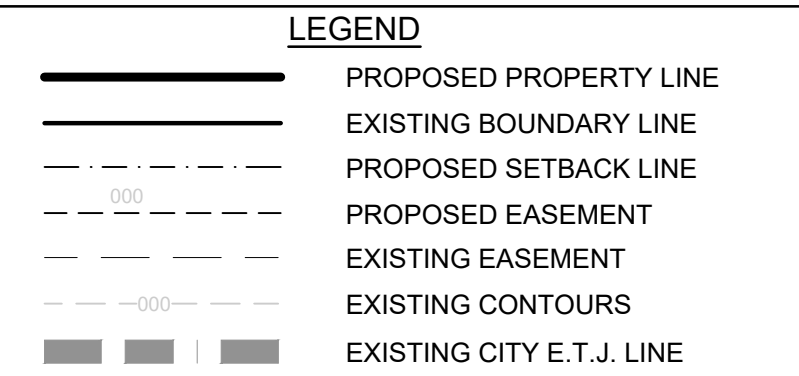
TREE NO	TREE TYPE	CALIPER INCH	REMOVED	PROTECTED	HERITAGE	REASON FOR REMOVAL
901A	LIVE OAK	11	11	0	0	ROADWAY CONSTRUCTION
901B	LIVE OAK	10	10	0	0	ROADWAY CONSTRUCTION
902A	LIVE OAK	9	9	0	0	ROADWAY CONSTRUCTION
903	LIVE OAK	16		0	0	
904	LIVE OAK	19		19	0	
905	LIVE OAK	19		19	0	
906A	LIVE OAK	21		21	0	
906B	LIVE OAK	18		18	0	
906C	LIVE OAK	9		0	0	
907A	LIVE OAK	8		0	0	
907B	LIVE OAK	8		0	0	
907C	LIVE OAK	8		0	0	
908A	LIVE OAK	15		0	0	
908B	LIVE OAK	15		0	0	
909A	LIVE OAK	17		0	0	
909B	LIVE OAK	10		0	0	
910A	LIVE OAK	17		0	0	
910B	LIVE OAK	16		0	0	
910C	LIVE OAK	12		0	0	
910D	LIVE OAK	12		0	0	
910E	LIVE OAK	9		0	0	
911A	LIVE OAK	16		0	0	
911B	LIVE OAK	9		0	0	
912A	LIVE OAK	11		0	0	
912B	LIVE OAK	10		0	0	
913A	LIVE OAK	13		0	0	
913B	LIVE OAK	12		0	0	
914A	LIVE OAK	13		0	0	
914B	LIVE OAK	12		0	0	
914C	LIVE OAK	8		0	0	
915A	LIVE OAK	13		0	0	
915B	LIVE OAK	13		0	0	
916A	LIVE OAK	11		0	0	
916B	LIVE OAK	10		0	0	
917A	LIVE OAK	25	25	25	0	ROADWAY CONSTRUCTION
917B	LIVE OAK	23	23	23	0	ROADWAY CONSTRUCTION
918A	LIVE OAK	21		21	0	
918B	LIVE OAK	19		19	0	
918C	LIVE OAK	10		0	0	
919	LIVE OAK	20		20	0	
920A	CEDARELM	21		21	0	
920B	CEDARELM	20		20	0	
921A	LIVE OAK	12		0	0	
922A	LIVE OAK	12		0	0	
922B	LIVE OAK	9		0	0	
923A	LIVE OAK	16		0	0	
923B	LIVE OAK	14		0	0	
924A	LIVE OAK	18		18	0	
925	LIVE OAK	42		0	42	
926A	LIVE OAK	14		0	0	
926B	LIVE OAK	10		0	0	
927	CEDARELM	17		0	0	
928A	LIVE OAK	9		0	0	
928B	LIVE OAK	8		0	0	
928C	LIVE OAK	7		0	0	
928A	LIVE OAK	11		0	0	
928B	LIVE OAK	10		0	0	
928C	LIVE OAK	9		0	0	
929D	LIVE OAK	8		0	0	

TREE PRESERVATION PLAN - ONSITE ONLY

OAK GROVE ESTATES					
TREE CALIPER INCHES					
TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %</

1. IN THE EVENT OF A CONFLICT WITH TREE REMOVAL/PRESERVATION CALLOUTS ON PLAN SHEET(S) VERSUS THE TREE REMOVAL/PRESERVATION MATRIX, THE TREE REMOVAL/PRESERVATION MATRIX SHALL APPLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY WITH CITY STAFF SHOULD ANY INCONSISTENCY EXIST WITHIN AN APPROVED PLAN SET. NO IN-FIELD CHANGES ARE MADE TO APPROVED PLANS, NO EXCEPTIONS.

3. THE TREE SURVEY SHOWN WAS COMPLETED ON FEBRUARY 10, 2023



700 THERESA COVE, CEDAR PARK, TX 78613
512-918-0819 (F) 512-532-0560

OAK GROVE ESTATES SUBDIVISION

SUBDIVISION IMPROVEMENTS

EXISTING HERITAGE TREE MAP

DRAWING SCALE:

SURVEYED:

FILE NAME: RR

DATE: _____

DRAWN:	JTC
DESIGNED:	EEI

SHEET
10
OF
63

C:\Users\jason\Documents\ELI Engineering\2-Working\Files\Oak Grove\Subdivision\00-01-CAD\00-04-Shared\CONSTRUCTION\ELL OAK GROVE_EROSION.dwg Dec 16, 2025 9:43 am



- NOTES:
- SEE SHEET 9 FOR COMPLETE EXISTING TREE LIST.
 - SEE SHEET 49 FOR TREE PROTECTION DETAILS.

LEGEND	
	PROPOSED PROPERTY LINE
	EXISTING BOUNDARY LINE
	PROPOSED EASEMENT
	EXISTING CITY E.T.J. LINE

TREE PROTECTION LEGEND

TREE PROTECTION (STANDARD 303.2, SHEET 49)

TREE (TO REMAIN)

TREE (TO BE REMOVED)

TP

TP

TRUNK LOCATION

CRITICAL ROOT ZONE

TRUNK LOCATION

CRITICAL ROOT ZONE



ELI ENGINEERING

ELI ENGINEERING, PLLC.

700 THERESA COVE, CEDAR PARK, TX 78613

512-916-0616 (F) 512-552-0660

OAK GROVE ESTATES SUBDIVISION

SUBDIVISION IMPROVEMENTS

TREE PROTECTION PLAN

HORIZ. =	VERT. =
SURVEYED:	RR
FILE NAME:	JTC
DATE:	EEI
DRAWN:	
DESIGNED:	

SHEET

12

OF

63



TAG 873
20" LIVE OAK



TAG 873
20" LIVE OAK



TAG 874
20" LIVE OAK



TAG 874
20" LIVE OAK



TAG 875
23" LIVE OAK



TREE 875
23" LIVE OAK



TAG 880
19" LIVE OAK



TAG 880
19" LIVE OAK



TAG 880
19" LIVE OAK

**NOTE: APPEARS THE FREEZE TOOK OUT SOME
PRETTY LARGE BRANCHES ON THIS TREE.**



**TREE 896 NO TAG
30" LIVE OAK**



TREE 896 NO TAG
30" LIVE OAK



TREE 896 NO TAG
30" LIVE OAK



TREE 917 NO TAG
25"/23" LIVE OAK



**TREE 917 NO TAG
25"/23" LIVE OAK**



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Discuss and consider action on an addendum to a cooperation agreement under Texas Local Government Code, Section 392.059(b) to the Housing Authority of Travis County (HATC) to acquire, finance, renovate, operate, and manage an affordable housing development zoned as part of the Preserve at Mason Creek to address the parkland dedication requirements, more particularly described as 7.675 acres $\pm$ in size out of Williamson Central Appraisal District Parcel R655944; and generally located south of Horseshoe Drive, approximately 480 feet west of S. West Drive, Leander, Williamson County, Texas.

BACKGROUND:

The City Council entered into an agreement with the Housing Authority of Travis County (HATC) and Cascade Homes, LLC to partner on the development and operation of an affordable housing project known as the Preserve at Mason Creek. The property is currently zoned to allow for condo regime single-family development.

There are two (2) site development permit applications for the Preserve at Mason Creek for a total of 64 residential units and private drives on a single lot, to be built in two (2) phases. Both project permit applications have expired and have submitted an application for reinstatement. Below, please find the timeline.

PHASE 1 SD-22-0021

08/23/2022 – Filing Date
09/15/2022 – 1st Review Comments
06/15/2022 – Application Expiration
12/15/2023 – Administrative Extension Expiration
04/23/2024 – Reinstatement Application
05/09/2024 – 1st Reinstatement Review Comments
02/09/2025 – Reinstatement Application Expiration
02/10/2026 – Reinstatement

PHASE 2 SD-23-0070

01/31/2023 – Filing Date
03/03/2023 – 1st Review Comments
12/03/2023 – Application Expiration
06/03/2024 – Administrative Extension Expiration
02/20/2025 – Reinstatement Application
04/03/2025 – 1st Reinstatement Review Comments
01/03/2026 – Reinstatement Application Expiration
01/22/2026 – Reinstatement

PILOT (Payment In Lieu of Taxes)

11/19-2024 – Initial Meeting with Staff to discuss the proposal

02/25/2025 – Meeting to discuss the agreement
03/21/2025 – Meeting to discuss the agreement
03/26/2025 – Meeting to discuss the agreement
05/30/2025 – Meeting to discuss the agreement
06/06/2025 – Meeting to discuss the agreement
06/11/2025 – Meeting to discuss the agreement
08/07/2025 – Attainable Housing Workshop
09/04/2025 – Approval of the PILOT

Since the original submittal, parkland dedication requirements have been updated to increase parkland and recreation improvement obligations. Once a site development permit expires and is no longer eligible for an extension, the ordinance requires compliance with the most current Parkland Ordinances. In this situation, both site development permits would need to be updated to increase the parkland dedication and recreation improvement requirements. The purpose of this addendum is to allow for the City Council to consider allowing the development to continue within the previous requirements in order to continue to support affordable housing at this location. The estimated increased fees cost difference is \$142,504.33, which includes \$64,000 in increased recreation improvements fees and \$78,504.33 in increased parkland dedication in-lieu fees.

The City Council reviewed this addendum during the February 10, 2026 meeting. During the meeting, the Council requested additional information regarding the timeline of the permit as well as the parkland proposed with the development (shown in Attachment 5). The overall plan for the development is shown in Attachment 6 of this agenda item.

FEE CALCULATIONS

Preserve at Mason Creek Ph 1 & Ph 2 – OLD ORDINANCE

- 3.5 acres per 100 units
- \$400 per unit for Recreation Improvement Fee Deposits
- \$1,050 per unit for fee in lieu of Parkland

Preserve at Mason Creek Ph 1 & Ph 2 – NEW ORDINANCE

- 7.5 acres per 100 units
- \$1,400 per unit for Recreation Improvement Fee Deposits
- \$2,355.13 per unit for fee in lieu of Parkland

PREVIOUS FEE CALCULATIONS

	Units	Recreation Improvements	Parkland Dedication	Parkland Provided	Parkland Fee in Lieu
Phase 1	43	\$17,200.00	1.505	2.30	\$0.00
Phase 2	21	\$8,400.00	0.735	0.00	\$0.00
TOTAL	64	\$25,600.00	2.24	2.30	\$0.00

CURRENT FEE CALCULATIONS

	Units	Recreation Improvement	Parkland Dedication	Parkland Provided	Parkland Fee in Lieu
Phase 1	43	\$60,200.00	3.225	2.30	\$29,046.60
Phase 2	21	\$29,400.00	1.575	0.00	\$49,457.73
TOTAL	64	\$89,600.00	4.8	2.30	\$78,504.33

DIFFERENCE

	Units	Recreation Improvement	Parkland Dedication	Parkland Fee in Lieu
Phase 1	43	\$43,000.00	1.72	\$29,046.60
Phase 2	21	\$21,000.00	0.84	\$49,457.73
TOTAL	64	\$64,000.00	2.56	\$78,504.33

HISTORY/TIMELINE:

02/16/2017 – PUD Approved
08/23/2022 – SD-22-0021 Phase 1 Site Development Application Submitted (more details above)
12/15/2022 – PUD Addition Approved
01/23/2023 – SD-23-0070 Phase 2 Site Development Application Submitted (more details above)
11/17/2023 – Replat Recorded
09/19/2024 – Parkland Dedication Ordinance Updated
02/25/2025 to 06/11/2025 – Meetings to discuss the agreement (more details above)
08/07/2025 – Attainable Housing Workshop
09/04/2025 – Approval of the PILOT
01/22/2026 – Phase 1 Site Development Reinstated
02/10/2026 – Phase 2 Site Development Reinstated

APPLICANT/AGENT:

Cascade Homes, LLC (Brian Crittendon)

RECOMMENDATION:

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

1. Approve the addendum; or
2. Deny the addendum;

Staff recommends Option 1 listed above – Approve the addendum to the cooperative agreement. Given the nature of this affordable housing project, staff recommends allowing the project to continue under the previous ordinance. Approval of this addendum will enable the project to move forward without redesigning the development to incorporate additional parkland.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Preserve at Mason Creek Addendum
2. Att 2 Preserve at Mason Creek Cooperation Agreement
3. Att 3 Preserve at Mason Creek - Location Map
4. Att 4 Preserve at Mason Creek - Aerial Map
5. Att 5 Preserve at Mason Creek - Parkland Dedication
6. Att 6 Preserve at Mason Creek Rendering

**ADDENDUM TO THE COOPERATION AND PAYMENT IN LIEU OF TAXES
AGREEMENT
BETWEEN
THE CITY OF LEANDER, TEXAS
AND THE
HOUSING AUTHORITY OF TRAVIS COUNTY**

This Addendum to the Cooperation and Payment in Lieu of Taxes Agreement (this “Addendum”) is entered into as of _____, 2026 (the “Effective Date”), by and between the City of Leander, Texas (the “City”), the Housing Authority of Travis County (“HATC”) and Cascade Homes LLC, or an affiliate (“Cascade”).

WHEREAS, the City, HATC, and Cascade are parties to that certain Cooperation and Payment in Lieu of Taxes Agreement dated effective September 4, 2025 (the “Agreement”);

WHEREAS, the Agreement authorizes HATC, acting through its affiliate Travis County Facilities Corporation, to undertake an affordable housing project known as the Preserve at Mason Creek located approximately south of Horseshoe Drive and east of Circle Diamond Lane in the City of Leander, Williamson County, Texas (the “Project”), on the property described in Exhibit A to the Agreement, which shall be developed by Cascade;

WHEREAS, the Preserve at Mason Creek Phases 1 & 2 Site Development plans (the “Plans”) for the Project expired and Cascade seeks to reinstate the plans;

WHEREAS, the City increased the Fee in Lieu of Parkland Dedication, the Park Improvement Fees, and the amount of land required to be dedicated as parkland set forth in Section 61 of the City’s Subdivision Ordinance (the “Parkland Fees”) after the Plans were originally filed and the new Parkland Fees apply to reinstatement applications filed after the adoption of the fees; and

WHEREAS, the Parties desire to take further steps to promote affordable housing by authorizing the Parkland Fees in effect when the original application for the Plans was filed to apply to the Project;

NOW, THEREFORE, the City, HATC and Cascade (each, a “Party” and collectively, the “Parties”) hereto agree as follows:

Section 1. Recitals. All of the recitals and preambles stated above are true and correct and are incorporated herein and made a part of this Agreement.

Section 2. Parkland Fees. The Parties agree that the Parkland Fees in effect on January 31, 2023 shall apply to the Project.

Section 3. General Provisions.

a) The capitalized terms herein have the same definition as those capitalized terms in the Agreement.

- b) The Agreement is hereby amended only to the extent described herein and all other terms and conditions of the Agreement remain unaltered. If any provisions conflict between this Addendum and the Agreement, this Addendum shall control.
- c) This Addendum, together with any exhibits attached hereto, and the Agreement, as amended by this Addendum, constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.
- d) Each party hereto has the full legal authority to Addendum and deliver this Addendum. In addition, the individual who executes this Addendum on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

Section 4. Effective Date. This Addendum shall be effective as of the date first written above.

Section 5. Counterparts. This Addendum may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Addendum, facsimile or electronic signatures shall be considered original signatures.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum and of the date and year first above written.

CITY:

CITY OF LEANDER, TEXAS

By: _____
 Name: Na’Cole Thompson
 Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2026, by Na’Cole Thompson, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

 Notary Public, State of Texas

HATC:

THE HOUSING AUTHORITY OF
TRAVIS COUNTY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2026, by
_____, _____ of The Housing Authority of Travis County, a Texas county
housing authority, on behalf of said authority.

(SEAL)

Notary Public, State of Texas

CASCADE:

CASCADE HOMES, LLC

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2026, by
_____, _____ of Cascade Homes, LLC, a _____ limited liability company,
on behalf of said company.

(SEAL)

Notary Public, State of Texas

COOPERATION AND PAYMENT IN LIEU OF TAXES AGREEMENT
BETWEEN
THE CITY OF LEANDER, TEXAS
AND THE
HOUSING AUTHORITY OF TRAVIS COUNTY

This Cooperation and Payment in Lieu of Taxes Agreement (this “Agreement”) is entered into as of September 4, 2025 (the “Effective Date”), by and between the City of Leander, Texas (the “City”), the Housing Authority of Travis County (“HATC”) and Cascade Homes LLC, or an affiliate (“Cascade”).

WHEREAS, HATC, acting through its affiliate Travis County Facilities Corporation, desires to undertake an affordable housing project known as the Preserve at Mason Creek located approximately south of Horseshoe Drive and east of Circle Diamond Lane in the City of Leander, Williamson County, Texas (the “Project”), on the property described in Exhibit A (the “Property”) which shall be developed by Cascade;

WHEREAS, on September 4, 2025, the City Council of the City declared that there is a need for HATC to exercise its powers within the territorial boundaries of the City because there exists in the City a shortage of safe and sanitary housing available to lower income persons at rents they can afford and the City does not wish to participate in the Project; and

WHEREAS, in order for HATC to exercise its powers within the territorial boundaries of a municipality, Texas Local Government Code (the “Code”) Section 392.017(a) requires that the City Council of the City adopt a resolution declaring a need for HATC to exercise its powers in the City and authorizing a cooperation agreement with HATC under Section 392.059 of the Code.

NOW, THEREFORE, the City, HATC and Cascade (each, a “Party” and collectively, the “Parties”) hereto agree as follows:

Section 1. Recitals. All of the recitals and preambles stated above are true and correct and are incorporated herein and made a part of this Agreement.

Section 2. Cooperation Agreement. The City and HATC agree that HATC is authorized to exercise its powers under Chapter 392 of the Code, to complete and operate the Project as provided in this Agreement.

Section 3. Authorized Activities. HATC is authorized to acquire land, develop site improvements, and construct buildings for the Project within the City together with Cascade and to operate and manage such Project for the benefit of residents of the City under the terms and conditions of this Agreement.

Section 4. Payment Obligations. Notwithstanding its entitlement to a full exemption from ad valorem property taxes under Section 303.042 of the Code, Cascade shall pay to the City a “Payment In Lieu of Taxes” or “PILOT Payment” commencing on the eleventh anniversary of the date on which a final certificate of occupancy has been issued for the Project and continuing as for so long as (i) HATC holds an ownership interest in the Project or the land on which the Project is

located and (ii) the Property is exempt from ad valorem taxes. Said PILOT Payment shall be the portion of ad valorem taxes that would be assessed against the Project (including the real property and business personal property) and payable only for the City's portion of ad valorem taxes in each calendar year and payable to the City as if no exemption were in place. Cascade shall pay the PILOT Payment annually within thirty (30) days of the later of (i) receiving an invoice from HATC for the same and (ii) the completion of any protest of the assessed value of the Project. HATC shall deliver an invoice to Cascade and a copy to the City within thirty (30) days after the assessed value of the Project is delivered to HATC by the Williamson Central Appraisal District. Prorations shall be applied as applicable. In the event the ad valorem tax exemption ceases to exist and full annual ad valorem taxes are payable with respect to the Project, the obligation to pay the PILOT Payment shall cease and be of no further force and effect. HATC agrees to notify both the City Manager and Chief Appraiser of the Williamson Central Appraisal District within thirty (30) days of HATC's departure from the Project's ownership structure.

Section 5. Interest. Interest shall accrue on any PILOT Payment that is paid after the date it is required to be paid under this Agreement at the rate provided for in the Texas Tax Code as though the PILOT Payment is an ad valorem tax payment.

Section 6. Authorization. The Mayor and the City Manager of the City, the President and CEO of HATC and any authorized representative of Cascade are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this Agreement.

Section 7. Annual Reports. HATC shall submit within one hundred twenty (120) days after the end of its fiscal year a report to the City Manager of the City describing the housing and services operation undertaken for the benefit of low-income families of the City, including the residents of the Project, and describing other community outreach activities of the HATC in the City, if any. Cascade will provide a copy of the ground lease and development agreement with HATC or its affiliates for the Project to the City within thirty (30) days of the execution thereof.

Section 8. Attorneys' Fees and Legal Expenses. Should any Party hereto institute any action or proceeding in court to enforce any provision hereof by reason of any alleged breach of any provision of this Agreement or for any judicial remedy, the prevailing Party shall be entitled to receive from the losing Party all actual and reasonable attorneys' fees and all court costs in connection with said proceeding. Cascade shall further reimburse the City for attorneys' fees incurred by the City in the preparation and review of documents and agreements related to the Project, up to a maximum of ten thousand dollars (\$10,000.00) within thirty (30) days of receiving an invoice from the City.

Section 9. Applicable Law and Jurisdiction. This Agreement will be governed by the laws of the state of Texas and any disputes arising from it must be handled exclusively in the federal and state courts located in Williamson County, Texas, or federal courts with jurisdiction over Williamson County, Texas.

Section 10. Amendment. This Agreement may be amended only by written agreement signed by all Parties hereto.

Section 11. Agreement Binds and Benefits Successors. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Project, is binding on the City, HATC and Cascade.

Section 12. Preservation of Authority. No applicable provision or intention in this Agreement limits authority or power of the City to exercise its powers under any law. No applicable provision or intention in this Agreement limits authority or power of HATC to exercise its powers under any law. No provision or intention in this Agreement limits the authority or power of HATC to exercise its powers under Chapter 392 of the Code to acquire, finance, plan, undertake, construct, rehabilitate or operate the Project under this Agreement or in the area of operation of HATC, as hereby expanded.

Section 13. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

If to Cascade, to: Cascade Homes, LLC
7000 N. MoPac Expressway, Suite 200
Austin, Texas 78731

If to City, to: City of Leander
Attn: City Manager
105 N. Brushy St.
Leander, TX 78641

If to HATC, to: Housing Authority of Travis County
502 E Highland Mall Blvd
Austin, TX 78752

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days' written notice to the other party.

Section 14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 15. Effective Date. This Agreement shall be effective as of the date first written above.

Section 16. Counterparts. This Agreement may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Agreement, facsimile or electronic signatures shall be considered original signatures.

[Signature Page Follows]

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

CITY:

CITY OF LEANDER, TEXAS

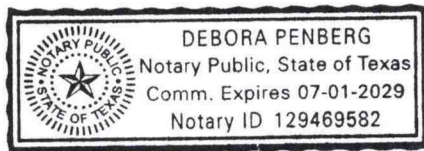
By: nm Thompson
Name: Na'Cole Thompson
Title: Mayor Pro Tem

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 4th day of September, 2025, by Na'Cole Thompson, Mayor Pro Tem of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Debora Penberg

(SEAL)



Notary Public, State of Texas

HATC:

THE HOUSING AUTHORITY OF
TRAVIS COUNTY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, _____ of The Housing Authority of Travis County, a Texas county housing authority, on behalf of said authority.

(SEAL)

Notary Public, State of Texas

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

CITY:

CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2025, by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

HATC:

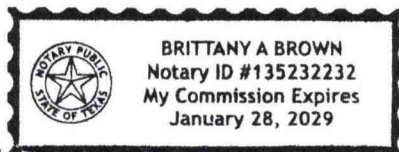
THE HOUSING AUTHORITY OF
TRAVIS COUNTY

By: Patrick B. Howard
Name: Patrick B. Howard
Title: CEO

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 16th day of September, 2025, by Patrick Howard, CEO of The Housing Authority of Travis County, a Texas county housing authority, on behalf of said authority.

(SEAL)



Brittany A. Brown
Notary Public, State of Texas

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(SEAL)

Notary Public, State of Texas

CASCADE:

CASCADE HOMES, LLC

By: 

Name: Brian Crittendon

Title: Manager

THE STATE OF TEXAS
COUNTY OF Travis

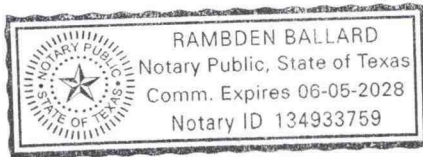
§
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This instrument was acknowledged before me on this 10th day of September, 2025, by Brian Crittendon Manager of Cascade Homes, LLC, a Texas limited liability company, on behalf of said company.



(SEAL)

Notary Public, State of Texas

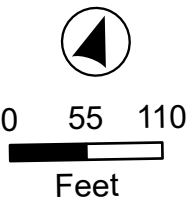




ATTACHMENT 4: PRESERVE AT MASON CREEK

Aerial Map

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



- Leander City Limits
- Subject Boundary





ATTACHMENT 6 PRESERVE AT MASON CREEK - RENDERING



EXECUTIVE SUMMARY
3/19/2026

AGENDA SUBJECT:

Discuss and consider action on a Resolution to suspend for 45 days the effective date proposed by ATMOS Energy Corporation - MidTex Division to increase rates under the Gas Reliability Infrastructure Program; and authorize the City of Leander's continued participation in a coalition of cities known as the ATMOS Texas Municipalities (ATM).

BACKGROUND:

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos Energy Corporation – MidTex Division (Atmos Energy) and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy.

“GRIP” RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act ("GURA"), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between general rate cases. This section of GURA is commonly referred to as the GRIP statute, that is, the “Gas Reliability Infrastructure Program.”

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between general rate cases by applying for an interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

ATMOS ENERGY'S "GRIP" APPLICATION

On or about February 20, 2026, Atmos Energy filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (GRIP). Atmos Energy's application, if approved by the Commission, will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2026 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
Rate R - Residential Sales	\$25.03 per customer per month	\$10.59 per customer per month	\$35.62 per customer per month	\$10.59
Rate C - Commercial	\$140.01 per customer per month	\$38.65 per customer per month	\$178.66 per customer per month	\$38.65
Rate I (Industrial) & Rate T (Transportation)	\$2100.00 per meter per month	\$658.18 per meter per month	\$2758.18 per meter per month	\$658.18

Also, Atmos Energy's proposed increase in revenue results in the following approximate percentage increases in a customer's base-rate bills. Base rates recover Atmos Energy's costs excluding the cost of gas and are the costs that are directly within Atmos Energy's control:

- Residential Gas Service: 42.31% increase in customer charge per bill
- Commercial Gas Service: 27.61% increase in customer charge per bill
- Industrial & Transportation Gas Service: 31.34% increase in customer charge per meter

The increase in an average customer's bill is shown below:

- Residential Gas Service: 20.86% increase in customer bill
- Commercial Gas Service: 17.28% increase in customer bill
- Industrial: 21.05% increase in customer bill
- Transportation: 10.58% increase in customer bill

Atmos Energy's application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy's revenue of about \$286.9 million, of which ATM's portion is about \$28.2 million. Atmos Energy proposed an effective date of April 21, 2026. Should Atmos Energy's proposed effective date be suspended for 45 days, the effective date would be extended to June 5, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

In light of the Texas Supreme Court's opinion, the City's ability to review and effectuate a change in Atmos Energy's requested increase is limited. Nonetheless, to allow for a limited review of Atmos Energy's GRIP application, and given the limited authority cities have in GRIP cases, it is recommended that the City suspend Atmos Energy's proposed effective date of April 21, 2026 for 45 days as allowed by state law, so that the City may evaluate whether the data and calculations in Atmos Energy's rate application are correctly done.

Therefore, ATM's Special Counsel, the law firm of Herrera Law & Associates, PLLC recommends that the City adopt a resolution suspending Atmos Energy's proposed effective date for 45 days. Assuming a proposed effective date of April 21, 2026, Atmos Energy's proposed effective date is suspended until June 5, 2026.

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments:

1. Atmos-GRIP-2026-MidTex-ATM-SUSPENSION-RESOLUTION

RESOLUTION NO.

A RESOLUTION BY THE CITY OF LEANDER, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about February 20, 2026, Atmos Energy Corporation – MidTex Division ("Atmos Energy") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), which if approved, results in an increase in the monthly customer charges as follows:

Rate Schedule	Current Customer Charge	Proposed 2026 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
Rate R – Residential Sales	\$25.03 per customer per month	\$10.59 per customer per month	\$35.62 per customer per month	\$10.59
Rate C – Commercial Sales	\$140.01 per customer per month	\$38.65 per customer per month	\$178.66 per customer per month	\$38.65
Rate I (Industrial) & Rate T (Transportation)	\$2,100.00 per meter per month	\$658.18 per meter per month	\$2,758.18 per meter per month	\$658.18

WHEREAS, Atmos Energy's application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy's revenue of about \$286.9 million, of which ATM's portion is about \$28.2 million; and

WHEREAS, the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by Atmos Energy is complex; and

WHEREAS, the effective date proposed by Atmos Energy is April 21, 2026 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 5, 2026; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in Atmos Energy's rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by Atmos Energy for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Atmos Texas Municipalities ("ATM").

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with Atmos Energy's application to increase rates.

Section 5. To the extent Atmos Energy's application to increase rates under section 104.301 of the Gas Utility Regulatory Act ("GURA") is considered a ratemaking proceeding Atmos Energy is ordered to reimburse the City's reasonable rate case expenses incurred in response to Atmos Energy's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law, or pursuant to agreement between Atmos and ATM.

Section 6. A copy of this resolution shall be sent to Mr. Christopher A. Felan, Vice

President, Rates & Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703, or via email to AHerrera@HerreraLawPLLC.com.

Section 7. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this 19 day of March, 2026.

MAYOR

ATTEST:

CITY SECRETARY