



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

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



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

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Convene into Executive Session pursuant to:
 1. Section 551.071 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-001; and
 2. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Polly Scritchfield Survey, Abstract No. 899, Williamson County for utility easement and temporary construction easement relating to the Hero Way West Elevated Storage Tank and Water Line Project (CIP W.55); and
 3. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 1 Project (CIP T.11); and
 4. Section 551.071 and Section 551.072 Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of properties for public purposes; and
 5. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.072, to consult with legal counsel regarding a lease agreement for City operations; and
 6. Section 551.074, Texas Government Code, to deliberate the annual evaluation of the City Manager.

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

1. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-001; and
2. Acquisition of properties located in the Polly Scritchfield Survey, Abstract No. 899, Williamson County for utility easement and temporary construction easement relating to the Hero Way West Elevated Storage Tank and Water Line Project (CIP W.55); and
3. Acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 1 Project (CIP T.11); and
4. Acquisition of properties for public purposes; and
5. Lease agreement for City operations; and
6. Annual evaluation of the City Manager.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation, and the Fire Department Honor Guard will present the Colors followed by the Pledges of Allegiance.
5. Roll Call.
6. Welcome Special Guests and Visitors.
7. Public comments on items not listed in the agenda.

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

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

8. Recognitions/Proclamations.
 - Public Service Week Proclamation (May 3 - 9)
 - Small Business Week Proclamation (May 3 - 9)
 - International Firefighter Day Proclamation (May 4)
 - Air Quality Awareness Week Proclamation (May 4 - 8)
9. Staff Reports.
 - Water update includes Sandy Creek Water Treatment Plant (CIP W.69), Brushy Creek Regional Utility Authority (BCRUA), and County water needs.
 - Capital Improvement Project update includes Automated Metering Infrastructure (CIP W.42) conversation timeline, benefits to residents, how information is being communicated to residents, and where to find updates on the City's website.
 - Legislative update on the priorities for the City of Leander State and Federal Legislative Program.

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on April 2, 2026.
11. Acceptance of public infrastructure improvements for Valor Leander Phase 1 (PICP-23-0107) to include: streets, drainage, water and wastewater in compliance with the Development Agreement.

12. Acceptance of public infrastructure improvements for Hawkes Landing North Phase 1 (PICP-23-0073) to include: streets, drainage, water and wastewater.
13. Acceptance of public infrastructure for Sonny Retail Center (PICP-24-0142) to include street improvements.
14. Acceptance of public infrastructure improvements for PAG Leander H1 Phase 3 (PICP-24-0162) to include: public sidewalk and water improvements.
15. Approval of an Ordinance to update the Roadway Service Area Map to incorporate recently annexed areas into the City including the Hero Way EST and Alexander Tract Annexations.
16. Approval of the Second Reading of an Ordinance regarding Special Use Case Z-25-0203 for a Special Use Permit to allow for used vehicles sales on a portion of a parcel of land 0.73 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031857; and more commonly known as 2401 S US 183, Leander, Williamson County, Texas.
17. Approval of the Second Reading of an Ordinance 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 uses on Lot 3, Block B of the 675 Kauffman Loop Subdivision and allow for a car wash on Lot 4, Block B of the 675 Kauffman Loop Subdivision on one (1) parcel of land 2.4 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.

PUBLIC HEARING: ACTION

18. Conduct a Public Hearing on approval of the issuance of Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds, Series 2026 in a principal amount not to exceed \$53,405,000.00.
 - Discuss and consider action on a Resolution approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc., authorizing the issuance of Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds, Series 2026 in a principal amount not to exceed \$53,405,000.00; establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds.

REGULAR AGENDA

19. Discuss and consider action on acceptance of the City's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025.
20. Discuss and consider action on an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026 in the amount of \$4,264,214.00 being funded through CO Bond Series 2025; providing for an allocation of \$3,355,710.00 for design services related to the San Gabriel Parkway West improvements (CIP T.42), an allocation of \$313,326.00 for design services associated with the Grand Lake Parkway and East Crystal Falls Parkway intersection improvements (CIP T.89), and an allocation of \$595,178.00 providing for design services related to the north lanes of the San Gabriel Parkway Phase 2A improvements (CIP T.120).
21. Discuss and consider action on Amendment No.1 to the FY 2024-2025 Capital Improvement Program (CIP) list of projects, which were approved for funding with the FY 2024 Proposed Annual Budget.

22. Discuss and consider action on proposed funding options up to \$120,280.00 for the City of Leander's America 250 celebration in 2026.
23. Discuss potential updates to the Composite Zoning Ordinance and other associated ordinances regarding in-home day care facilities.
24. Council Member Closing Statements.
25. Convene back into Executive Session, if needed, pursuant to:
 1. Section 551.071 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-001; and
 2. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Polly Scritchfield Survey, Abstract No. 899, Williamson County for utility easement and temporary construction easement relating to the Hero Way West Elevated Storage Tank and Water Line Project (CIP W.55); and
 3. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 1 Project (CIP T.11); and
 4. Section 551.071 and Section 551.072 Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of properties for public purposes; and
 5. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.072, to consult with legal counsel regarding a lease agreement for City operations; and
 6. Section 551.074, Texas Government Code, to deliberate the annual evaluation of the City Manager.

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

1. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-001; and
2. Acquisition of properties located in the Polly Scritchfield Survey, Abstract No. 899, Williamson County for utility easement and temporary construction easement relating to the Hero Way West Elevated Storage Tank Water Line Project (CIP W.55); and
3. Acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 1 Project (CIP T.11); and
4. Acquisition of properties for public purposes; and
5. Lease agreement for City operations; and
6. Annual evaluation of the City Manager.

26. 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 9 day of April 2026 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

A handwritten signature in black ink that reads "Dara Crabtree". The signature is written in a cursive, flowing style. The first name "Dara" is written with a large, looped 'D' and a small 'a'. The last name "Crabtree" is written with a large 'C' and a series of connected loops for the remaining letters.

Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Approval of the minutes for meeting held on April 2, 2026.

BACKGROUND:

Attached are the minutes for meeting held on April 2, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the minutes for the City Council meeting held on April 2, 2026, as presented.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 04.02.2026



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 2, 2026
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened briefing workshop at 6:00 p.m.

2. Roll Call.

Roll call reflected all present.

3. Convene into Executive Session pursuant to:

1. Section 551.071 and Section 551.072 Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of properties for public purposes; and
2. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding DeNucci Constructors, LLC v. City of Leander, et al; and
3. Section 551.074, Texas Government Code, to discuss the evaluation process of the City Manager.

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

1. Acquisition of properties for public purposes; and
2. DeNucci Constructors, LLC v. City of Leander, et al; and
3. Evaluation process of the City Manager.

Convened into executive session at 6:01 p.m.; reconvened into open session at 6:51 p.m.

Mayor Thompson stated deliberations were not completed and will return into executive session at the end of the regular meeting.

Briefing workshop adjourned at 6:52 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:01 p.m.; Tiesa Hollaway, Hill Country Community Ministries, 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.]

Victor Javregvi, 506 Battlecreek - commented on code violation in Northcreek Subdivision.

8. Recognitions/Proclamations/Visitors.

- Proclamation recognizing Child Abuse Awareness and Prevention Month (April)
- Proclamation recognizing Week of the Child (April 6-11)
- Proclamation recognizing National Animal Control Officer Appreciation Week (April 12-18)
- Proclamation recognizing National Public Safety Telecommunicators Week (April 12-18)
- Proclamation recognizing National Crime Victim's Rights Week (April 19-25)

CONSENT AGENDA: ACTION

Motion: Approve consent agenda 9 through 13.

By: Councilmember Chang

Seconded: Councilmember Blair

Vote: 7 - 0

9. Approval of the minutes for meeting held on March 19, 2026.

10. Approval of joining the Texas Attorney General's opioid settlements with six (6) remnant defendants including: Associated Pharmacies, Inc. (and American Associated Pharmacies); JM Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dicson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics); and authorize the City Manager to execute the Settlement Participation Form and any and all necessary documents.

11. Approval of an agreement by and between the City of Leander and Texas Department of Public Safety (DPS), State Administrator of the Texas Law Enforcement Telecommunication System (TLETS) to enable the police department to access critical criminal justice information, including driver and vehicle records, criminal histories, warrants, protective orders, and other law enforcement databases essential to daily operations; and authorize the City Manager to execute any and all necessary documents.
12. Acceptance of public infrastructure improvements associated with Subdivision Case PICP-23-0044 Harmony Public School Public Improvements Construction Plan consisting of water and wastewater improvements; and providing for the City of Leander to maintain ownership of these public facilities to ensure they effectively support and stimulate local economic development.
13. Approval of the Second Reading of an Ordinance regarding Annexation Case A-25-0024 for Hero Way Elevated Storage Tank (EST) for the voluntary annexation of 11.369 acres ± 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.

PUBLIC HEARING: ACTION

14. Conduct a Public Hearing regarding Special Use Case Z-25-0203 for a Special Use Permit to allow for used vehicles sales on a portion of a parcel of land 0.73 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031857; and more commonly known as 2401 S US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0203 as described above.

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

Motion: Approve First Reading of an ordinance regarding Special Use Case Z-25-0203, following a discussion.

By: Mayor Thompson

Seconded: Mayor Pro Tem Ross

Vote: 7 - 0

15. Conduct a Public Hearing 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 uses on Lot 3, Block B of the 675 Kauffman Loop Subdivision and allow for a car wash on Lot 4, Block B of the 675 Kauffman Loop Subdivision on one (1) parcel of land 2.4 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.

- Discuss and consider action regarding Zoning Case Z-25-0205 as described above.

Opened the Public Hearing at 7:50 p.m.; closed the Public Hearing at 7:50 p.m. No one spoke in favor or opposition of the request.

Motion: Approve First Reading of an Ordinance regarding Zoning Case Z-25-0205, following a

discussion.

By: Councilmember Chang
Seconded: Councilmember Herrera

Vote: 7 - 0

REGULAR AGENDA

16. Discuss and consider action on approval of Task Order No. TR-HZI-CIPS23-019-01 for Professional Services in the amount of \$313,326.01 for the design of the proposed traffic signal and associated intersection improvements at the intersection of E. Crystal Falls Parkway and Grand Lake Parkway to Huitt-Zollars, Inc., along with the installation of a temporary traffic signal in the interim; and authorize the City Manager to execute all necessary documents.

Motion: Approve Task Order No. TR-HZI-CIPS23-019-01 in the amount of \$313,326.01.

By: Councilmember Chang
Seconded: Mayor Pro Tem Ross

Vote: 7 - 0

17. Discuss and consider action on a Change Order No. 2 to Core & Main LP for the implementation of an advanced metering infrastructure (AMI) system identified as Capital Improvements Program (CIP) Project number W.42 in the amount of \$1,980,187.60 increasing the total contract amount to \$11,086,883.34; and authorize the City Manager to execute all necessary documents.

Motion: Approve Change Order No. 2 to Core & Main LP, following a discussion.

By: Councilmember Blair
Seconded: Mayor Thompson

Vote: 7 - 0

18. Discuss and consider action on the Second Reading of an Ordinance 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.

Motion: Approve Second Reading of an Ordinance regarding Annexation Case A-25-0025 Alexander Tract and the adjacent ROW A-25-0026, following a discussion.

By: Mayor Pro Tem Ross
Seconded: Councilmember Chang

Vote: 7 - 0

19. Discuss and consider action on the Second Reading of an Ordinance regarding 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.

Motion: Approve Second Reading of an Ordinance regarding Zoning Case Z-25-0196.

By: Mayor Pro Tem Ross

Seconded: Mayor Thompson

Vote: 5 - 2 (Blair, Sponseller)

20. Council Member Closing Statements.

Stephen Chang - wished everyone a Good Friday and happy Easter.

Michael Herrera - wished everyone a happy Easter.

Natomi Blair - thanked Public Works staff for recent tour of water and wastewater facilities; and wish son a happy birthday.

Annette Sponseller - commented on upcoming Round Mountain Community Center historical marker unveiling.

Andrew Naudin - commented on this day in music history in 1800 Beethoven's Symponthy #1 appeared; and in history in 1801 the Battle of Coppenhagen took place and the term "turn a blind eye" came from this event; and reminded everyone to take care of their mental health.

Becki Ross - wished everyone a happy Easter.

Na'Cole Thompson - stated dinner came from Woks It 2 U; commented on upcoming events; wished husband a happy birthday and Councilmember Naudin a happy 32nd wedding anniversary; stated a proclamation had been issued for Education and Sharing Day.

21. Convene back into Executive Session, if needed, pursuant to:

1. Section 551.071 and Section 551.072 Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of properties for public purposes; and
2. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding DeNucci Constructors, LLC v. City of Leander, et al; and
3. Section 551.074, Texas Government Code, to discuss the evaluation process of the City Manager.

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

1. Acquisition of properties for public purposes; and
2. DeNucci Constructors, LLC v. City of Leander, et al; and
3. Evaluation process of the City Manager.

Convened back into Executive Session at 8:52 p.m.; reconvened back into open session at 9:23 p.m.

1. No action taken.
2. No action taken.
3. No action taken.

22. Adjournment

Adjourned at 9:24 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Valor Leander Phase 1 (PICP-23-0107) to include: streets, drainage, water and wastewater in compliance with the Development Agreement.

BACKGROUND:

Approximately \$1,093,138.05 in required public infrastructure improvements for streets, drainage, water, and wastewater associated with Valor Leander Phase 1 (PICP-23-0107) has been installed, inspected, and completed. These improvements provide the legally platted subdivision with access to essential City services—including transportation, water, and wastewater—supporting orderly, safe, and healthful development in accordance with the City's standards and regulations.

Occupancy for the school was authorized prior to formal Council acceptance of the public infrastructure to allow the school to open on schedule. All infrastructure was fully tested and final-inspected to ensure compliance and safety before occupancy was granted. In addition, the City secured fiscal surety in the amount of 110% of the full construction cost prior to recordation of the plat, which remained in place until Council acceptance.

The extension of public infrastructure consistent with City ordinances and adopted master plans will support additional sales revenue and promote future development within the surrounding area.

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

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

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

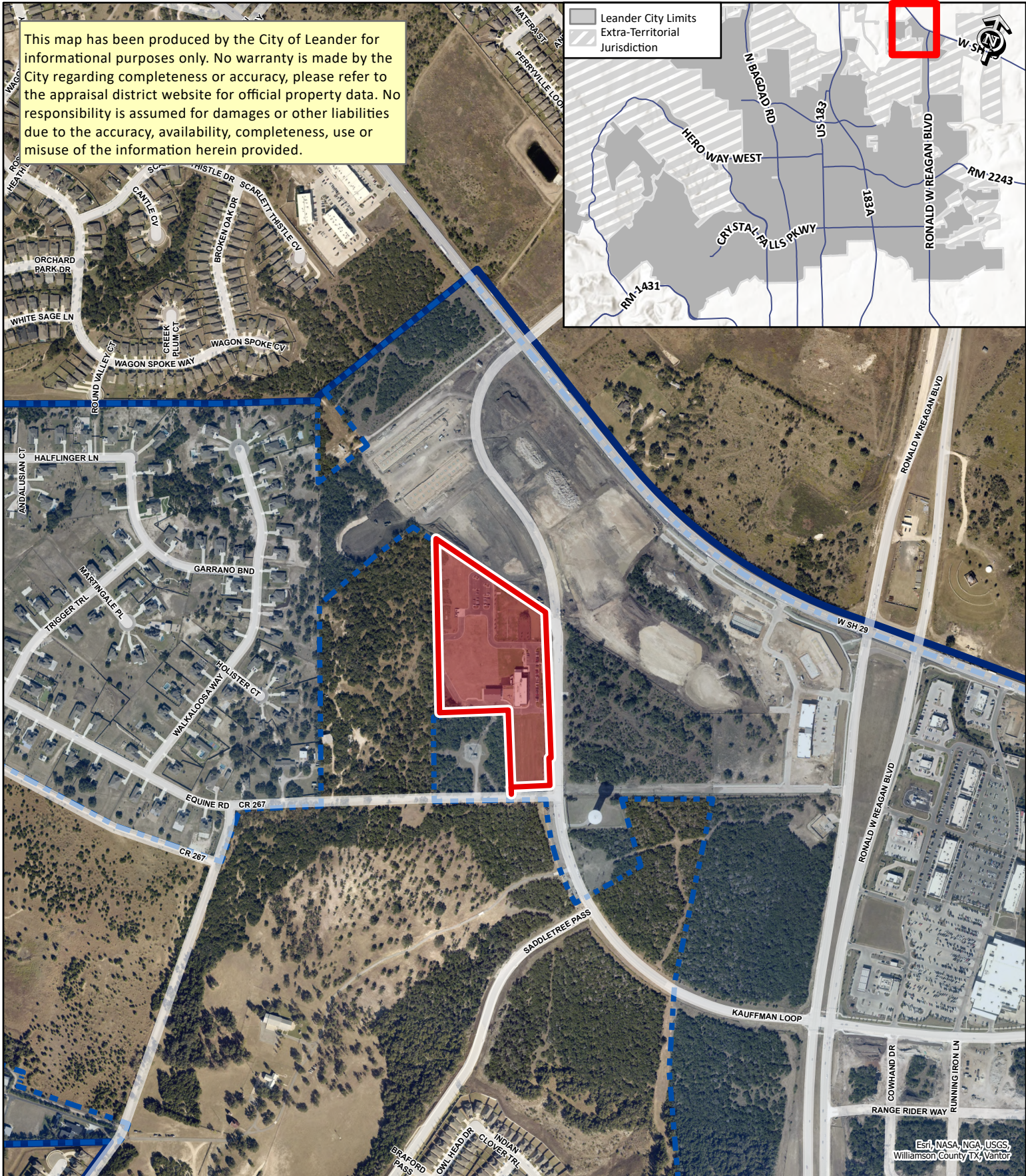
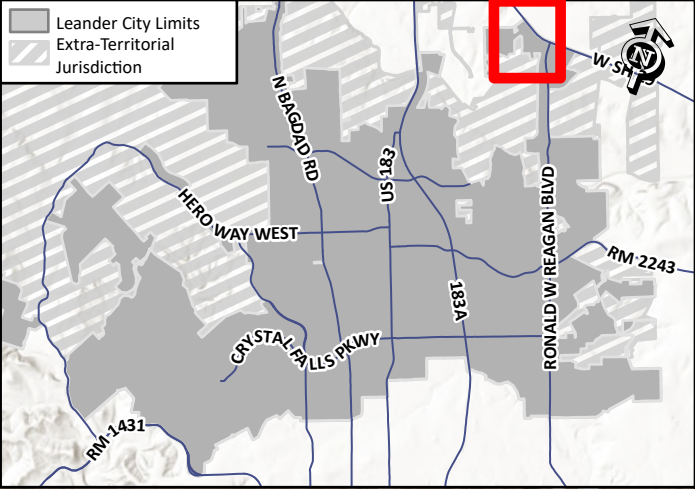
Emily D. Truman, P.E., CFM, City Engineer

Fiscal Impact

Attachments:

1. Council Acceptance Packet
2. DA-24-0010 Valor Public Schools Development Agreement 09.19.2024

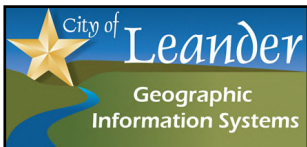
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy,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



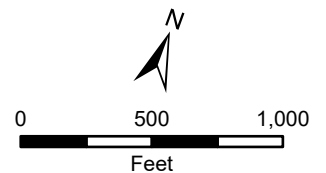
Esri, NASA, NGA, USGS,
Williamson County TX, Vantor

SUBDIVISION ACCEPTANCE

Valor Leander - PICP-23-0107



-  Accepted Subdivision
-  City Limits
-  Extra-Territorial Jurisdiction





CRITICAL PROJECT SOLUTIONS • DISPUTE ADVISORY • TAS REVIEW AND INSPECTION

January 16, 2025

Jesse Bates
Valor Education
220 Foremost Drive
Austin, TX 78745

TABS2024018957

Re: Valor Leander
290 County Road 267
Georgetown, TX 78628

Dear Jesse,

City Right of Way Sidewalk was observed and measured for compliance with the Texas Accessibility Standards 206/402/403. Running slopes and cross slopes were measured at approximately 10' increments for the entire public Right of Way sidewalk. Running slopes were measured at less than 5% and cross slopes were measured at less than 2%. A 2' smart level calibrated on site was used to measure the slopes.

We are pleased to inform you that the referenced facility's ramps and walkway, from the parking lot to the public R.O.W. sidewalk and ramps have been inspected on the date of this correspondence and found to be in substantial compliance with the provisions of the Texas Government Code, Chapter 469 (2012 Texas Accessibility Standards).

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

If you have any questions or need further assistance, or if you are not the owner of record for this facility, contact Rob Roy Parnell at 512-784-3699.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Roy Parnell", written over a horizontal line.

Rob Roy Parnell, Architect
Registered Accessibility Specialist No. 184

CC: Mr. Mike Haddon, Architect

Engineer's Concurrence for Project Acceptance

Project: Valor Leander Date: 1/19/2026

City of Leander Issued Permit Number: PICP-23-0107

Owner's Name & Address

Jesse Bates

220 Foremost Dr.

Austin, TX 78745

Consultant Engineer's Name & Address

Allison Kennaugh, P.E.

10814 Jollyville Road

Campus IV, Suite 200, Austin, TX 78759

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

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



01/19/2026

(SEAL)

Allison Kennaugh

Signature

Allison Kennaugh, P.E.

Typed Name

Kimley-Horn

Engineering Firm Name

TX Firm # F-928

Registered Engineering Firm Number

MAINTENANCE BOND
Subdivision Improvements
Bond No. SUR0008523MNT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Capital Constructors Group, LLC
as Principal, whose address is 4900 Spicewood Springs Rd., Suite 100
Austin, TX 78759 and
Frankenmuth Insurance Company a Corporation organized under the
laws of the State of Michigan, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of one hundred nine thousand three hundred thirteen & 81/100 Dollars
(\$109,313.81) to which payment will and truly to be made we do bind ourselves, our and each
of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by
these presents.

WHEREAS, the said Principal has constructed Valor Leander Public Improvement
Construction Plans Project PICIP-23-0107 (the "improvements") pursuant to
the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as
though the same were written and embodied herein;

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

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

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

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

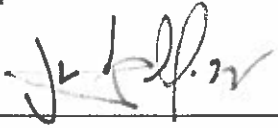
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 23rd day of December, 2025.

Capital Constructors Group, LLC

Frankenmuth Insurance Company

Principal

Surety

By: 

By: 

Title: President

Title: Brad Ballew, Attorney-In-Fact

Address: _____

Address: _____

4900 Spicewood Springs Road, Suite 100

One Mutual Avenue

Austin, TX 78759

Frankenmuth, MI 48787-0001

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

Ballew Surety Agency, Inc., Brad Ballew

3802 Menchaca Road, Austin, TX 78704

(Seal)

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Brad Ballew, Grant Ballew, Connie Davis

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 23rd day of December, 2025.

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

December 18, 2025
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

The following is the information as applicable to the Final Cost and Quantities, and Inspection Fee Settle Up of the Valor Leander Site Development Plans Project #PICP-23-0107 of this "project".

Final Plat Legal Name as Recoded: Valor Leander Final Plat, Lot 1, Block A, Doc #2024077143

Name on Approved Construction Documents: Valor Leander Public Improvement Construction Plans Project PICP-23-0107

Name on Bank Bond for Fiscal Posting: N/A

Final Cost and Quantities:

Costs Categories	Totals
Streets	\$47,799.05
Drainage	\$35,084.00
Water	\$93,299.00
Wastewater	\$593,706.00
Street Lights	\$323,250.00
TOTAL	\$1,093,138.05

Total Improvements = \$1,093,138.05
Maintenance Bond (10%) = \$ 109,313.81

Inspection fee settle up:

Total Improvements = \$ 1,093,138.05
Currently Paid Inspection Fees = \$ 86,645.00
Inspection Fees = \$ 86,645.00
Remaining Insp. Fees to be paid = \$ 0.00

If you have any questions or require any additional information, please do not hesitate to contact me at 512-782-0614 or allison.kennaugh@kimley-horn.com.

Sincerely,

Allison Kennaugh, P.E.
Project Manager
TBPE F-928



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

STATE OF TEXAS
COUNTY OF

Date: 1/9/26

Developer: Valor Education

Contractor/Material Provider ("Affiant"): Capital Constructors Group, LLC

Project: Valor Leander Public Improvement Construction Plans Project
PICP-23-0107

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 8th day of January 2026

Initialed: 

AFFIANT:

Signature: _____

Typed Name: Jerry DollarTitle: PresidentSTATE OF TEXAS
COUNTY OF Travis

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

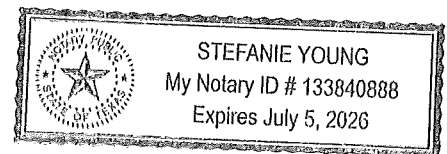
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of January 2026

[S E A L]

Stefanie Young
Notary in and for the State of Texas

Name: STEFANIE YOUNG

My commission expires: _____



Initialed: _____



DEVELOPMENT AGREEMENT FOR VALOR PUBLIC SCHOOLS – LEANDER CAMPUS

This Development Agreement for the Valor Public Schools – Leander Campus (the "Agreement") is made and entered into, effective as of the 19 day of Sept., 2024, (the, "Effective Date") by and between the City of Leander, Texas, a Texas home rule municipal corporation (the "City"), and Valor Texas Education Foundation, a Texas non-profit corporation (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 13.796 acre tract located in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the "Property") and wishes to construct a facility to be used as a public school as generally shown on the conceptual phasing plan attached hereto as Exhibit B (the "Project"). For the purposes of this Agreement, the aforementioned conceptual phasing plan is not being submitted for review for compliance with City ordinances nor City engineering standards. The Developer desires to have certain public improvements constructed in phases, have the posting of fiscal for the public improvements in phases, resolve all roadway adequacy fees related to the Project up front, address certain aspects of the development process, and provide for masonry incentives and setbacks in the Project.
- (b) The Developer plans to building the school facility in two phases. The first phase of private improvements includes the following. The second phase of private improvements will be provided in the future.
 - i. Education Building (approximately 25,500 square feet);
 - ii. Athletic field;
 - iii. Outdoor basketball court and play area with amenities;
 - iv. Parking and drive aisles,
 - v. Landscaping, and
 - vi. Private utilities.
- (c) The City is agreeable to addressing the Developer's requests subject to the conditions and terms as described in further detail hereinbelow.
- (d) The Developer will benefit from the terms of this Agreement by the expediency of staged construction and clarity of process. This Agreement will benefit the City by facilitating construction of public improvements to serve the public.
- (e) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement. This Agreement shall automatically terminate upon the satisfaction of all obligations, contingencies and conditions set forth herein by the Parties.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the Effective Date, provided that the City may terminate this Agreement if Developer defaults under

the terms of this Agreement and such default continues beyond any cure period provided for herein, fails to meet any deadlines imposed by this Agreement or the City's ordinances without the consent of or waiver by the City, or materially changes the Project without the prior consent of the City.

Section 3. Phasing of Public Improvements.

- (a) Phase I public improvements shall consist of the construction of signal improvements at the intersection of Kauffman Loop and CR 267 in Leander, Texas and the construction of a north bound turn lane from Kauffman Loop to CR267 as shown on the Project. Signal improvements shall be designed and constructed to allow for all foreseeable needs of future expansion of turn lanes or roadway and consistent with the City's Master Plan ("Phase I"). The posting of fiscal surety for Phase I shall be made prior to the approval and recordation of the final plat.
- (b) Phase II public improvements shall consist of the construction of a right-in-right-out approach at Driveway 1 and a northbound left turn land from Kauffman Loop to Driveway 2 as shown on the Project ("Phase II"). The required improvements may change when the Phase II site development plans are presented for review.

Section 4. Roadway Adequacy Payment.

The Roadway Adequacy Payment (the, "RAP") shall be paid by the Developer prior to the approval and recordation of the final plat. The RAP is estimated to be **\$226,675** and represents the RAP required by the Project and all improvements to the Property. Should the Project be altered where the difference between the RAP required before and after the alteration deviate more than 10%, the RAP will be adjusted accordingly. This RAP dedication of right-of-way and construction of public improvements in Section 3 will address the Roadway Adequacy Standards requirements per the ordinance for the entire property identified in **Exhibit B** as long as the proposed development remains the same.

Section 5. Development Process.

- (a) The permit issuance process for first phase of private improvements shall comply with the following order:
 - 1. Developer posts the fiscal surety for Phase I public improvements
 - 2. Developer pays the RAP as provided in Section 4 hereinabove.
 - 3. Upon the resolution of all plat comments the plat is recorded.
 - 4. The City will review and approve the Site Development Permit Case SD-23-0169 titled Valor Leander upon satisfying all City requirements. .
 - 5. The City will approve the Building Permit Case BLDC-24-00406.
 - 6. The City will review and approve the Public Improvement Construction Plans Case (PICP-23-0107) upon satisfying all City requirements. .
- (b) The completion process shall comply with the following order:
 - 1. Inspections for the public improvement construction plans, site development, and building permits shall be completed and all final close out items shall be submitted. Upon completion of these items, the following will occur:
 - i. The Public Improvement Construction Plans are accepted by the City Council.
 - ii. The Certificate of Completion for the Site Improvements is issued.
 - iii. The Certificate of Occupancy is issued.
- (c) Future phases of private improvements will follow the standard city development process.

Section 6. Development Standards.

- (a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning. This masonry requirement will allow for the application of the masonry incentives identified in the Composite Zoning Ordinance that allow for reduced setbacks and landscaping..
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 6(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 6(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 7. Status of the Project.

As a requirement of this Agreement, the Project, as defined hereinabove, is required to represent: (i) substantially all the major improvements required to complete the project in compliance with City ordinance requirements and City engineering standards and (ii) substantially all improvements that require inspection and permits.

Section 8. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

Section 9. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 10. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

Section 11. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In

order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 12. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 12. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
PO Box 319
Leander, Texas 78646-0319
Williamson County

with copy to:

The Knight Law Firm
Attn: Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Valor Public Schools
Attn: Jesse Bates
11720 South MoPac expressway
Austin, TX 78739
Travis County

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

Section 13. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement. The foregoing shall not restrict, prohibit or prevent Developer from pursuing and obtaining plats, permits, site plans or any other entitlements for the Project or other uses of the Property pursuant to the City's normal procedures unless provided otherwise in Section 5 of this Agreement.

Section 14. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 15. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 16. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 17. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an

obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 18. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 19. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 20. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 21. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description
Exhibit B – Conceptual Site Plan

EXECUTED in multiple originals this the 19 day of September, 2024.

CITY:

City of Leander, Texas
a Texas home-rule municipal corporation

By: C. DeLisle

Name: Christine DeLisle
Title: Mayor

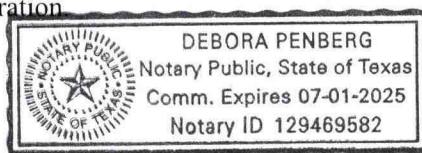
ATTEST:

By: Dara Crabtree
Dara Crabtree, City Secretary

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 19th day of September, 2024, by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation

(SEAL)



Debora Penberg
Notary Public, State of Texas

VALOR PUBLIC SCHOOLS

By: Jesse Bates

Name: JESSE BATES

Title: CHIEF OPERATING OFFICER

THE STATE OF TEXAS
COUNTY OF Travis

§
§

This instrument was acknowledged before me on this 13 day of September 2024 by Jesse Bates, COO of Valor Public Schools, a Texas non-profit corporation, on behalf of said corporation.

Julie Williams
Notary Public, State of Texas

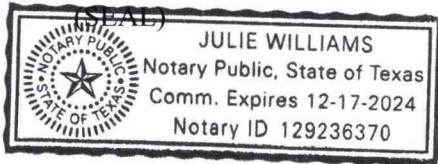
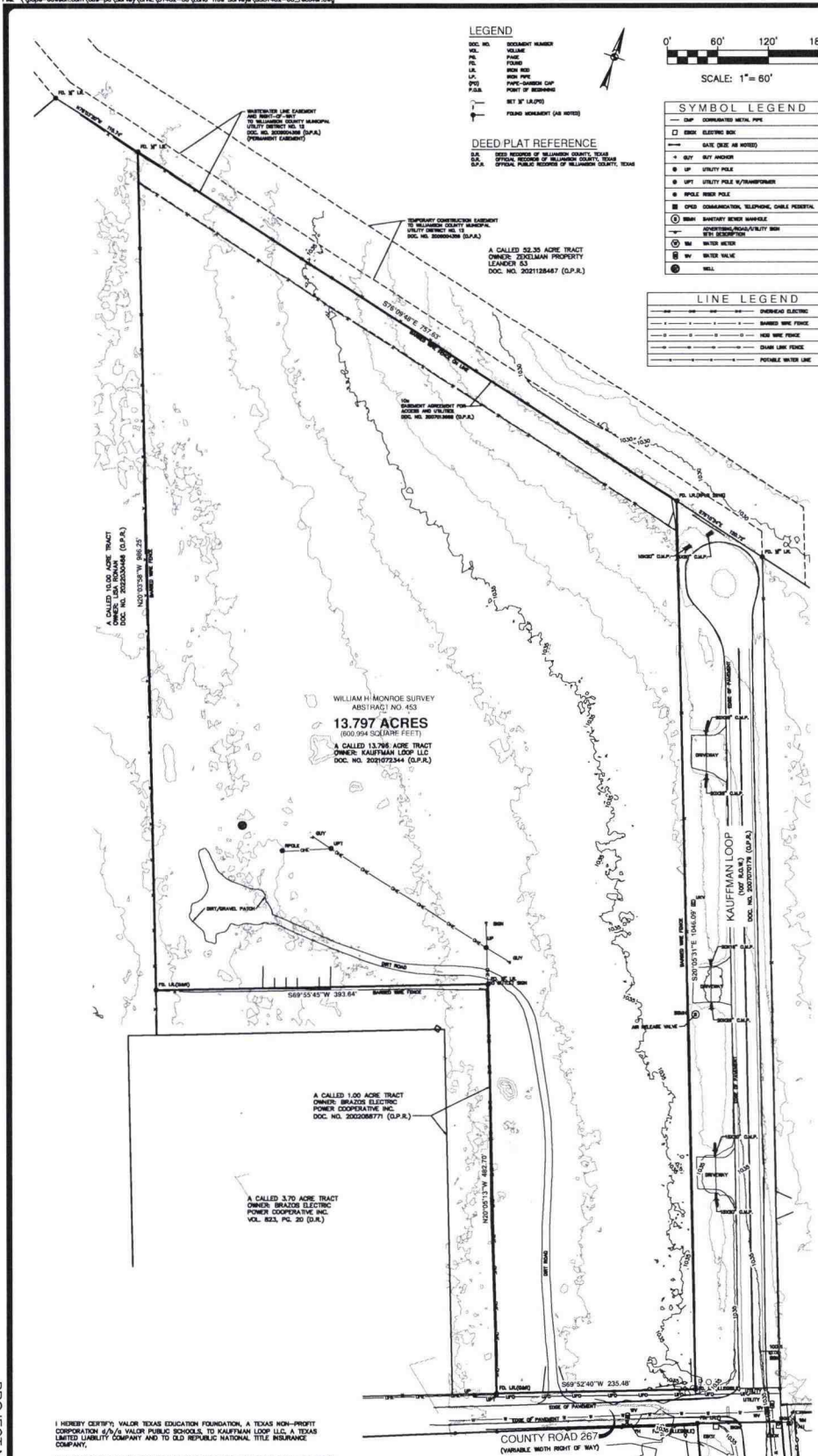


EXHIBIT A

Description of Property



- NOTES:**
- 1) 1/2" IRON ROD WITH YELLOW CAP MARKED PAPE-DAWSON SET AT SUBJECT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
 - 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) (NAD2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
 - 3) THE SURVEYOR DOES NOT HAVE KNOWLEDGE AS TO THE AVAILABILITY OF SERVICE TO, OR THE STATUS OF THE UTILITIES ON THIS SITE.
 - 4) THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 - 5) THE SURVEYED PROPERTY IS WITHIN THE FOLLOWING FLOOD ZONING AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 480401027E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND ACCOMPANIED AREAS - THIS DATA IS AVAILABLE ON THE WEBSITE WWW.FEMA.GOV ZONE X (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 - 6) FLOOD LIMIT LINES DO NOT REPRESENT THE PROPERTY WALL, OR WELL, BUT FLOOD, SLOPE LINES AND AREAS ARE FROM SAID FEDERAL EMERGENCY MANAGEMENT AGENCY DATA SOURCES AND ARE STATISTICAL. ONLY. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF SAID DATA.
 - 7) SURVEYED PROPERTY HAS DIRECT ACCESS TO COUNTY ROAD 267, A PUBLIC RIGHT OF WAY WITHOUT GAPS OR GORES, AND HAS DIRECT ACCESS TO KAUFMAN LOOP, A PUBLIC RIGHT OF WAY WITHOUT GAPS OR GORES.
 - 8) NO FLOODING AREAS WERE OBSERVED ON THE SURVEYED PROPERTY.
 - 9) THERE WAS NO OBSERVABLE EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITION AT THE TIME OF THIS SURVEY.
 - 10) THERE WAS NO OBSERVABLE EVIDENCE OF RECENT CHANGE IN STREET RIGHTS-OF-WAY AT THE TIME THE FIELD WORK WAS CONDUCTED.
 - 11) THE DIRECTIONS, DISTANCES AND CURVE DATA SHOWN HEREON CONSTITUTE THE MATHEMATICAL CLOSURE OF THE SURVEYED BOUNDARY.

FIELD NOTES

FOR

A 13,797 ACRE TRACT OF LAND, BEING SITUATED IN THE WILLIAM H. MONROE, ABSTRACT NO. 463, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 13,796 ACRE TRACT OF LAND CONVEYED TO KAUFMAN LOOP LLC, RECORDED IN DOCUMENT NO. 2021072344 OF WILLIAMSON COUNTY, TEXAS, SAID 13,797 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron rod with Regula cap found on a point in the north right-of-way line of County Road 267, a variable width right-of-way, said point being the southwest corner of Kaufman Loop, a 100'-right-of-way as described in Certificate of Survey Deed recorded in Document No. 2007070178 of the Official Public Records of Williamson County, Texas, same being the southeast corner of said 13,796-acre tract for the southeast corner and POINT OF BEGINNING hereof:

THENCE S 89°52'40" E, departing the west right-of-way line of said Kaufman Loop, with the north right-of-way line of said County Road 267, same being the south boundary line of said 13,796-acre tract, a distance of 236.48 feet to an iron rod with cap marked "SPT" found on a point in the north right-of-way line of said County Road 267, said point being the southeast corner of said 13,796-acre tract, same being the southeast corner of a called 1.00-acre tract conveyed to Pape-Dawson Engineers, Inc., recorded in Document No. 2002086771 of the Official Public Records of Williamson County, Texas for the southeast corner hereof;

THENCE N 20°50'13" E, departing the north right-of-way line of said County Road 267, with a west boundary line of said 13,796-acre tract, same being the north boundary line of said 1.00-acre tract, a distance of 483.70 feet to a 1/2" iron rod found at the southwest corner of said 13,796-acre tract, same being the northeast corner of said 1.00-acre tract for the southeast corner hereof;

THENCE S 89°50'48" E, with a south boundary line of said 13,796-acre tract, same being the north boundary line of said 1.00-acre tract, a distance of 483.70 feet to an iron rod with cap marked "SPT" found on a point in the east boundary line of a called 1.00-acre tract conveyed to Lise Monro, recorded in Document No. 202105498 of the Official Public Records of Williamson County, Texas, said point being the west boundary line of said 13,796-acre tract, same being the northeast corner of said 1.00-acre tract for the southeast corner hereof;

THENCE N 20°50'36" E, with the north boundary line of said 13,796-acre tract, same being the east boundary line of said 1.00-acre tract, a distance of 483.70 feet to an iron rod found on a point in the southwest boundary line of a called 3.70-acre tract conveyed to KAUFMAN LOOP LLC, recorded in Document No. 2021072344 of the Official Public Records of Williamson County, Texas, said point being the northeast corner of said 13,796-acre tract, same being the northeast corner of said 1.00-acre tract for the northeast corner hereof;

THENCE S 78°06'48" E, with the northeast boundary line of said 13,796-acre tract, same being the southeast boundary line of said 3.70-acre tract, a distance of 773.82 feet to an iron rod with cap marked "SPT" found on a point in the southwest boundary line of said 3.70-acre tract, said point being the northeast corner of said Kaufman Loop, same being the northeast corner of said 13,796-acre tract for the northeast corner hereof;

THENCE S 20°50'31" E, departing the southeast boundary line of said 3.70-acre tract, with the west right-of-way line of said Kaufman Loop, same being the east boundary line of said 13,796-acre tract, a distance of 1044.08 feet to the POINT OF BEGINNING and containing 13,797 acres in Williamson County, Texas. Said tract being described in Williamson County Property Card No. 23, recorded in Document No. 2021072344 of the Official Public Records of Williamson County, Texas.

END OF FIELD NOTES

- REFERENCES:**
- This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below:
- The Commitment of No. 20080804
 (As Recorded in the Williamson County Public Records)
 (Effective October 26, 2022)
 Data as of November 14, 2022
10. The following restrictive covenants of record (hereinafter referred to as "Restrictive Covenants") are hereby recorded and shall be deemed to be a part of this Survey:
- a. Rights of parties/tenants in possession (upon receipt and approval of an of an affidavit as to Possession executed by Seller, this item shall be amended or deleted). (Owner's Title Policy Only) (Not a Survey Matter)
 - b. Intentionally deleted.
 - c. Intentionally deleted.
 - d. Intentionally deleted.
 - e. Terms and provisions of Easement Agreement for Access and Utilities recorded in Document No. 2007013668, Official Public Records, Williamson County, Texas. (As Shown Thereon)
 - f. All easements, grants, exceptions or reservations of pool, rights, gas, and other interests, together with all rights, privileges and immunities existing, heretofore, existing or hereafter, whether created by deed or otherwise, shall be deemed to be included in this Survey, except as otherwise provided in this Survey. (Not a Survey Matter)
 - g. Section 14 of the conditions of this Policy is hereby deleted as to Arbitration (OTF) (Not a Survey Matter)
 - h. Section 13 of the conditions of this Policy is hereby deleted as to Arbitration (OTF) (Not a Survey Matter)

I HEREBY CERTIFY, VALOR TEXAS EDUCATION FOUNDATION, A TEXAS NON-PROFIT CORPORATION &/A/ VALOR PUBLIC SCHOOLS, TO KAUFMAN LOOP LLC, A TEXAS LIMITED LIABILITY COMPANY AND TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DECIMAL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 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VALOR TEXAS EDUCATION FOUNDATION
 STATE OF TEXAS REGISTRATION NO. 8222
 PART-DAWSON ENGINEERS
 10801 N. MOFAC CIRCLE
 SUITE 200
 AUSTIN, TX 78758

ALTA/ACSM LAND TITLE SURVEY

A 13,797 ACRE TRACT OF LAND, BEING SITUATED IN THE WILLIAM H. MONROE, ABSTRACT NO. 463, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 13,796 ACRE TRACT OF LAND CONVEYED TO KAUFMAN LOOP LLC, RECORDED IN DOCUMENT NO. 2021072344 OF WILLIAMSON COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

AUSTIN • SAN ANTONIO • HOUSTON • FORT WORTH • DALLAS
 1801 N. MOFAC CIRCLE, SUITE 200 • AUSTIN, TX 78758 • 512.64.8711
 TEXAS REGISTRATION #475 • TEXAS FIRM REGISTRATION #10008801

NO.	REVISION	DATE
1	ADD ADDITIONAL KAUFMAN LOOP TOPOGRAPHIC INFORMATION	08/31/2023

DATE: 08/31/2023

PROJECT NAME: VALOR

1 OF 2

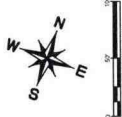
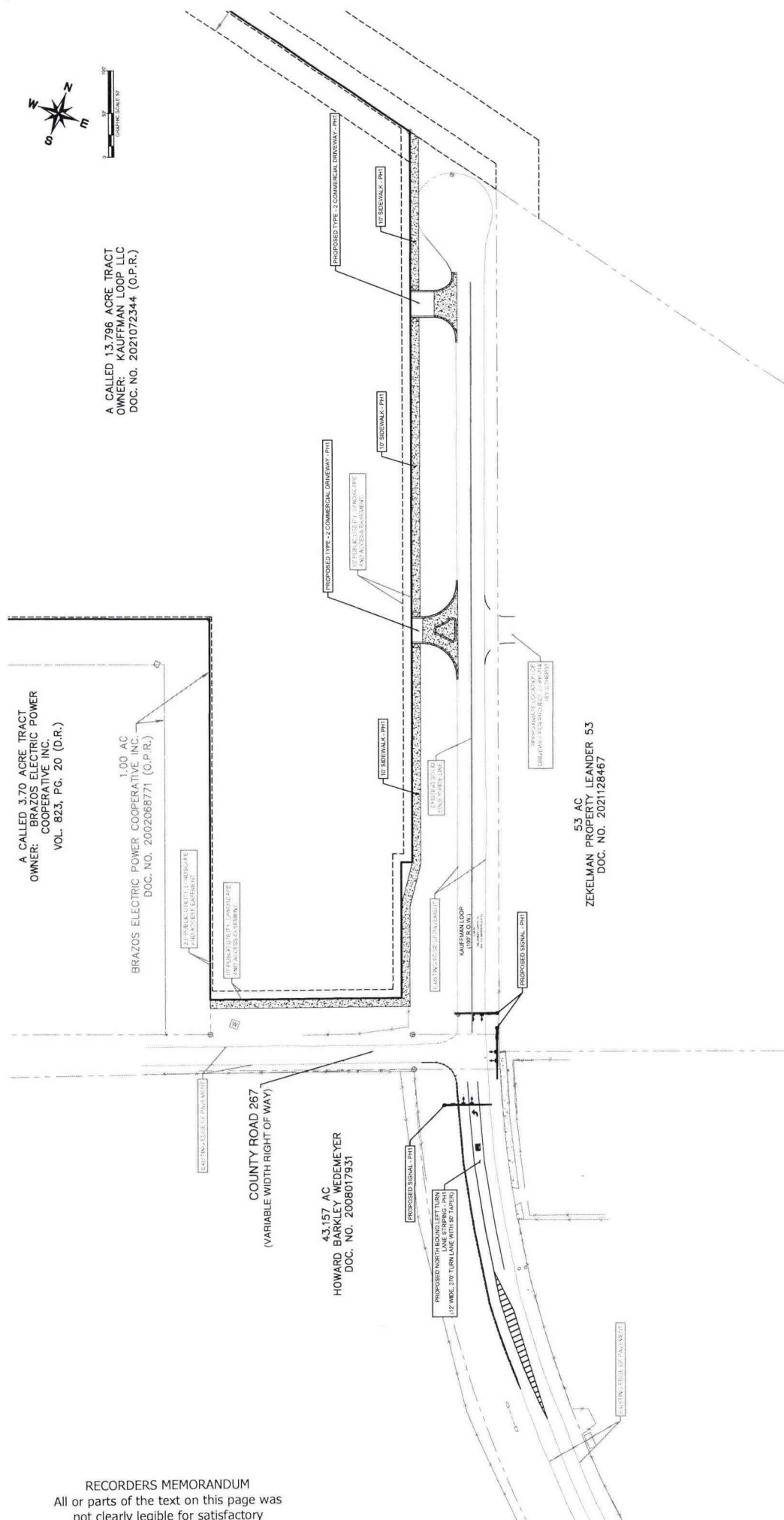
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RECORDERS MEMORANDUM

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EXHIBIT B
Conceptual Phasing Plan

RECORDERS MEMORANDUM
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recording.



LEGEND

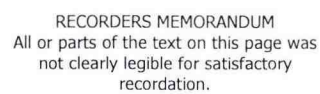
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	PROPOSED RIGHT OF WAY
	PROPOSED PAVEMENT STRIPING
	PROPOSED TRAFFIC SIGNAL
	PROPOSED CONCRETE SIDEWALK

Valor Leander PICP - Phasing Plan (Phase 1)

City of Leander, Texas
September, 2024

Kimley»Horn

10814 Jollyville Road
Campus IV, Suite 200
Austin, Texas 78758
512.418.1771
State of Texas Registration No. F-628



RECORDERS MEMORANDUM
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not clearly legible for satisfactory
recording.

3
E
City of Leander
PO Box 319
Leander, TX 78646

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2024084991

AGR Fee: \$98.00
10/25/2024 09:50 AM AMCCOY



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Hawkes Landing North Phase 1 (PICP-23-0073) to include: streets, drainage, water and wastewater.

BACKGROUND:

Approximately \$3,186,823.92 in required public infrastructure for streets, drainage, water and wastewater for the Hawkes Landing North Phase 1 (PICP-23-0073) has been installed, inspected, and completed. The completed public infrastructure will provide the legal subdivision of the property with access to city provided services like – transportation, water, wastewater for orderly, safe and healthful development to promote the health, safety and general welfare of the property.

All documentation required for acceptance of this project has been received, including record drawings, statement of completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two (2) year term maintenance bond. Hawkes Landing North Phase 1 (PICP-23-0073) consists of 4 Blocks of 136 Lots.

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

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council accept certain public infrastructure improvements for Hawkes Landing North Phase 1 (PICP-23-0073) to include: streets, drainage, water and wastewater.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Hawkes Landing N Ph 1 Council Packet

November 14, 2025

Parker Donathen
Brightland Homes
3815 S. Capital of Texas Highway, Suite 210
Austin, Texas 78704

Re: Hawkes Landing North Phase 1 TAS Inspection

INSPECTION COMPLETED – NO VIOLATIONS

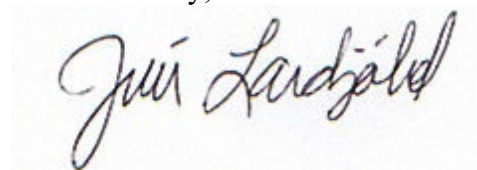
Dear Parker:

This report presents the findings of the inspection for the Hawkes Landing North Phase 1 Project in Leander, Texas for compliance with the Texas Accessibility Standards (TAS). This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection was conducted on November 10, 2025.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

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

Sincerely,

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

Jesús Lardizábal, RAS #1051

Engineer's Concurrence for Project Acceptance

Project: Hawkes Landing North Phase 1 **Date:** 12/11/25

City of Leander Issued Permit Number: PICP-23-0073

Owner's Name & Address

Brightland Homes, Ltd.
15725 N Dallas Pkwy, Suite 300
Addison, TX 75001

Consultant Engineer's Name & Address

Aimee Chavez, P.E.
10801 N. Mopac Expy, Building 3 - Suite 200
Austin, TX 78758

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

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



(SEAL)

Aimee Chavez
Signature

Aimee Chavez, P.E.

Typed Name

Pape-Dawson Engineers, Inc.

Engineering Firm Name

470

Registered Engineering Firm Number

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Brightland Homes, Ltd. as Principal, whose address is 15725 N Dallas Pkwy, Suite 300, Addison, TX 75001 and Atlantic Specialty Insurance Company, a Corporation organized under the laws of the State of New York, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Three Hundred Eighteen Thousand, Six Hundred Eighty-Two And 39/100 Dollars (\$318,682.39) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Hawkes Landing North Phase 1 Public Improvement Construction Plans (PICP-23-0073) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 8th day of December, 2025.

Brightland Homes, Ltd.
Principal

By: 

Title: Austin Division President

Address: 15725 North Dallas Parkway

Suite 300

Addison, TX 75001

Atlantic Specialty Insurance Company
Surety

By: 

Title: Jeremy Polk, Attorney-in-Fact

Address: 605 Highway 169 North

Suite 800

Plymouth, MN 55441

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

Scott David Chapman

480 Wildwood Forest Dr, Suite 760, Spring, TX 77380

(Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jeremy Polk, Jessica Gulliver, Jorge Mendez, Kisha Rushing, Matthew Erra, Spencer Brown**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

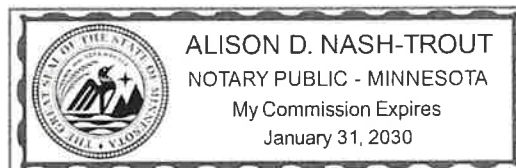
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of December, 2025.



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary

September 18, 2025

Ann Weis, P.E.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: Hawkes Landing North Phase 1
 App. No.: PICP-23-0073
 Final Cost Certification

Dear Mr. Dhakal:

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

Final Plat Legal Name as Recorded: Hawkes Landing North, Phase 1.
Name on Approved Construction Documents: Hawkes Landing North Phase 1.
Name on Bank Bond for Fiscal Posting: Hawkes Landing North Phase 1 Improvement Construction Plans (PICP-23-0073).

COST SUMMARY

Street Improvements:	\$	1,047,433.50
Drainage & Erosion and Sedimentation Control Improvements:	\$	947,187.75
Water Improvements:	\$	493,365.00
Wastewater Improvements:	\$	698,837.67
TOTAL	\$	3,186,823.92

MAINTENANCE BOND

Total Improvements:	\$	3,186,823.92
Maintenance Bond (10%)	\$	318,682.39

INSPECTION FEE

Total Cost of Hawkes Landing North Phase 1 Improvements	\$ 3,186,823.92
3.5% of Inspection Fees Owed to City	\$ 111,538.84
Inspection Fees Paid at Initial Submittal	\$ 106,292.12
Inspection Fees Paid at Initial Submittal of Revision #1	\$ 0.00
Inspection Fees Paid at Initial Submittal of Revision #2	\$ 23.61
Inspection Fees Paid at Initial Submittal of Revision #3	\$ 3,637.55
Inspection Fees Paid at Initial Submittal of Revision #4	\$ 0.00
Inspection Fees Owed to City with Closeout	\$ 1,585.56

ENGINEER'S CONTACT INFORMATION

Aimee Chavez, P.E.
Pape-Dawson Consulting Engineers, LLC.
10801 N. Mopac Expressway. Building 3, Suite 200
Austin, TX 78759
achavez@pape-dawson.com
(512) 693-2383

Please call if you have any questions.

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

Aimee Chz

Aimee Chavez, P.E.
Associate Vice President



H:\Projects\511\67\02\301 Construction Documents\Documents\Plan Processing\City\Closeout\Maintenance Bond\250905 Hawkes Phase 1 - Development Cost Letter.docx

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

STATE OF TEXAS
COUNTY OF TRAVIS

Date: 2/10/2026

Owner: DRB Group

Contractor/Material
Provider ("Affiant"): DNT Construction

Project : Hawkes Landing North Ph 1

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 11th day of Feb., 2026

AFFIANT:

Signature: _____



Typed Name: Dean Tomme

Title: President

Initialed: _____



PAGE 1 of 2

STATE OF TEXAS

COUNTY OF Texas

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of February, 20.

[S E A L]



Kristyne Watley
Notary in and for the State of Texas

Name: Kristyne Watley

My commission expires: March 18, 2028

Initialed: [Signature]



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Acceptance of public infrastructure for Sonny Retail Center (PICP-24-0142) to include street improvements.

BACKGROUND:

Approximately \$96,116.00 in required public infrastructure to include the street improvements for Sonny Retail Center (PICP-24-0142) commercial development have been installed, inspected, and are substantially completed. The completed public street improvement was recommended by the traffic impact study for this commercial development and includes the addition of a right-turn lane at Sonny Drive and West Drive intersection.

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

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

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council accept certain public infrastructure for the Sonny Retail Center (PICP-24-0142) related to street improvements.

PRESENTER:

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

Fiscal Impact

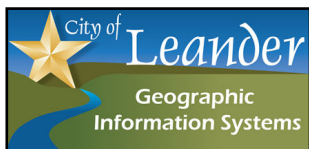
Attachments:

1. Sonny Retail Acceptance Documents

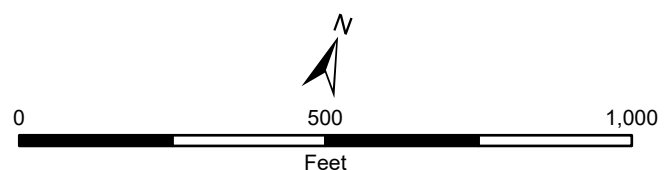


SUBDIVISION ACCEPTANCE

Sonny Retail - PICP-24-0142



- Accepted Subdivision
- City Limits
- Extra-Territorial Jurisdiction





Registered Accessibility Specialists
161 Coreopsis Cove | Kyle, TX | 78640

●CONSULTATION ● PLAN REVIEWS ● INSPECTIONS ● ASSESSMENTS

March 10, 2026

303 Sonny Drive LLC
PO Box 506
Giddings, Texas 78942

TABS2024017404

Architect: KO Design Group LLC

Re: **Sonny Retail Center ROW PICP-24-0142**
305 Sonny Drive
Leander, Texas 78641

Reviewer: Joshua Ronson, RAS #1596

INSPECTION COMPLETED – NO VIOLATIONS

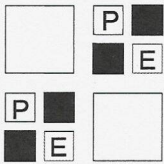
We are pleased to inform you that the referenced ROW has been inspected and found to be in substantial compliance with provisions of the 2013 Public Right of Way Accessibility Guidelines (PROWAG).

If you have any questions or need further assistance, or the requirements of the PROWAG, or if you are not the owner of record for this facility, contact Joshua Ronson at 512.680.6397.

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

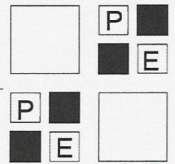
Respectfully,

Joshua Ronson



PROFESSIONAL STRUCIVIL ENGINEERS, INC.

STRUCTURAL CIVIL TRANSPORTATION
2205 W. PARMER LN., SUITE #201, AUSTIN, TEXAS 78727
512.238.6422 PSCE@PSCEINC.COM REGISTERED FIRM F-4951



ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: SONNY RETAIL CENTER – 305 SONNY DRIVE, CITY OF LEANDER, TEXAS

DATE: DECEMBER 12, 2025

Owner's Name and Address

303 SONNY DRIVE, LLC
4125 EAST AUSTIN STREET,
CITY OF GIDDINGS, TX 78942

Consultant Engineer's Name and Address

Professional StruCIVIL Engineers, Inc.
22205 W Parmer Lane, Suite 210
Austin, Texas 78727

On this date, December 12, 2025, I, the undersigned Professional Engineer in the State of Texas, reviewed information on the aforementioned site (ROW Permit PICP-24-0142 & Site Permit SD-23-0151). No discrepancies in the approved construction plans or deficiencies in construction were visible or brought to my attention by any parties except those listed below. I, therefore, recommend acceptance of this project by the City of Leander in once the following listed items are corrected to the satisfaction of the Development Services Department.



Signature

Mirza Tahir Baig, P.E.

Typed Name

82577

Texas Registration No.

F-4951

Texas Firm Registration No.

MAINTENANCE BOND
Subdivision Improvements

Bond No. CNB-26-0006665-00

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Pruneda Construction LLC
as Principal, whose address is 17707 Weiss Ln, Pflugerville, TX 78660 and
Insurors Indemnity Company a Corporation organized under the
laws of the State of Texas, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Nine Thousand Six Hundred Eleven and 60/100 Dollars
(\$ 9,611.60) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Sonny Retail Center
Project Number PICP-24-0142 (the
“improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of March, 2026.

Pruneda Construction LLC
Principal

By: Roy Pruneda
Roy Pruneda

Title: Member

Address: 17707 Weiss Ln

Pflugerville, TX 78660

Insurors Indemnity Company
Surety

By: James K Swindle
James K Swindle

Title: Attorney-In-Fact

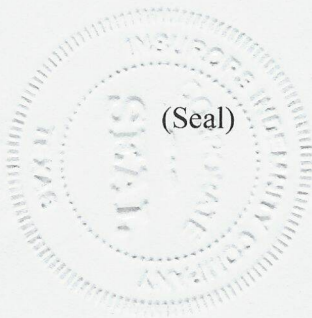
Address: 225 South Fifth Street

Waco, TX 76701

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

James K Swindle

2359 Austin Hwy, San Antonio, TX 78218



**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-26-0006665-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of TEXAS, and authorized and licensed to do business in the State of TEXAS and the United States of America, does hereby make, constitute and appoint

James K. Swindle of the City of San Antonio, State of TEXAS

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to -wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cheyenne Wadsen
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 04th day of March 2026

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY,
PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT
BONDDEPT@INSURORSINDEMNITY.COM.



Phone: 877 816 2800

PO Box 32577

Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

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

03/02/2026

Mr. Michael Duval (P.E.)
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

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

Final Plat Legal Name as Recorded: Leander Heights, Section 1, Block A, Lot 8-A of Leander Heights, Section 1, Block A, Lots 8-10, Amended

Name on Approved Construction Documents: Sonny Retail Center (PICP # 24-0142)

COSTS CATEGORIES	AMOUNT
Streets	\$96,116.00
Drainage	
Water	
Wastewater	
Streetlights	
TOTAL	\$96,116.00

Total Improvements = \$96,116.00
Maintenance Bond (10%) = \$9,611.60

Property Owner: 303 Sonny Drive, LLC
4125 E Austin St
Giddings, TX 78942
ed@leecountypetroleum.com
979-542-2340

Contractor: Pruneda Construction, LLC
17705 Weiss Ln
Pflugerville, TX 78660
prunedaconstruction@gmail.com
512-670-9466

Engineer: Professional StruCivil Engineers, INC
2205 W Parmer Ln (STE 201)
Austin, TX 78727
psce@psceinc.com
512-238-6422



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

STATE OF TEXAS
COUNTY OF Travis

Date: 3/4/2026

Developer: 303 Sonny Drive LLC

Contractor/Material
Provider ("Affiant"): Pruneda Construction LLC

Project: Sonny Retail Center - PICP-24-0142

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 4th day of March, 2026.

Initialed: RP

PAGE 1 of 2

AFFIANT:

Signature: Rogelio Pruneda

Typed Name: Rogelio Pruneda

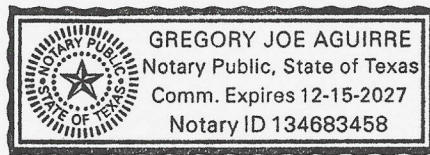
Title: Managing Member

STATE OF TEXAS
COUNTY OF Travis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of MARCH, 2026

[S E A L]



Gregory Aguirre
Notary in and for the State of Texas

Name: GREGORY JOE AGUIRRE

My commission expires: 12.15.2027

Initialed: RP



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for PAG Leander H1 Phase 3 (PICP-24-0162) to include: public sidewalk and water improvements.

BACKGROUND:

Approximately \$241,915.70 in required public infrastructure for the sidewalk and water improvements for the PAG Leander H1 Phase 3 (PICP-24-0162) have been installed, inspected, and are completed. The completed public infrastructure will establish the legal subdivision of the property with access to City provided services like – transportation and water for orderly, safe and healthful development to promote health, safety and general welfare of the property. The extension of water and sidewalk infrastructure in accordance with City ordinance will promote future development in the area by providing a walkable path and water service for this area.

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

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

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council accept certain public infrastructure improvements for PAG Leander H1 Phase 3 (PICP-24-0162) to include: public sidewalk and water improvements.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Council Acceptance-PAG H1 Ph 3

March 2, 2026

CLIENT:

Pape-Dawson Engineers
10601 N. Mopac Expy.
Building 3, Suite 200
Austin, TX 78759

PROJECT:

PAG Leander H1 Sidewalk
Leander, TX
Contour Project No: 26-033

REGISTERED ACCESSIBILITY SPECIALIST:

Elaine Andersen, RAS #1284
Co-Founder



INSPECTION COMPLETED – NO VIOLATIONS

To Whom It May Concern:

This report presents the findings of the on-site inspection for the **PAG Leander H1 Sidewalk** Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on March 2, 2026, which included the review of sidewalks, curb ramps and associated crosswalks within the phase.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement.

If you have any questions, contact Elaine Andersen at Elaine@Contour-Collective.com.

Sincerely,

Elaine Andersen, RAS #1284

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

Project: PAG Leander H1 Ph 3
Public Infrastructure Construction Project

Date: March 4, 2026

City of Leander Issued Permit Number: **PICP-24-0162**

Owner's Name and Address

PAG WEST, LLC
2555 South Telegraph Road
Bloomfield Hills, MI 48302

Consultant Engineer's Name and Address

Pape-Dawson
10801 N. MoPac Expy. Bldg. 3 Suite 200
Austin, Texas 78759

On February 26, 2026, I, the undersigned Professional Engineer in the State of Texas, or my representative, have made a visual inspection of the above referenced project. No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the City of Leander Subdivision Ordinance and Composite Zoning Ordinance.

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



(SEAL)

Signature

Dustin Goss, P.E., LEED AP

Typed Name

Pape-Dawson

Engineering Firm Name

470

Registered Engineering Firm Number

March 27, 2026

Paul Brochi, P.E.
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

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

Final Plat Legal Name as Recorded: PAG Leander H1, Phase 3 (FP—25-0220)

Name on Approved Construction Documents: PAG Leander H1, Phase 3 (PICP-24-0162)

Name on Bank Bond for Fiscal Posting: PAG Leander H1, Phase 3

COSTS CATEGORIES	AMOUNT
Water	\$161,670.70
Sidewalk	\$74,235.00
ESC	\$6,010.00
TOTAL	\$241,915.70

Total Improvements = \$241,915.70

Maintenance Bond (10%) = \$24,191.57



Signature

Dustin Goss, P.E., LEED AP

Typed Name

91805

Texas Registration No.

\\pape-dawson\PD-Legacy\H-Drive\Projects\514\94120\402 Construction Phase Services\Documents\Project Closeout\PICP\PAG Leander H1 Ph 3 PICP - Construction Cost Summary.docx

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that PAG West, LLC, a Delaware limited liability company, as Principal, with an address of c/o Penske Automotive Group, Inc., 2555 Telegraph Rd., Bloomfield Hills, MI 48302, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, a Corporation organized and existing under the laws of the State of Illinois and authorized under the laws of the State of Texas to act as Surety on bonds for PRINCIPAL, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Twenty-four thousand one hundred ninety one dollars and fifty-seven cents (\$24,191.57) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed PAG Leander H1-Phase 3 (*PICP-24-0162*) (the “improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 10th day of March, 20 26.

PAG WEST, LLC
Principal

By: _____

Title: Bernie Wolfe, President

Address: 2555 Telegraph Rd

Bloomfield Hills, MI 48302

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

Surety

By: _____

Title: Sandra M. Winsted, Attorney-in-Fact

Address: 1299 Zurich Way

Schaumburg, IL 60196

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

Robbi Morales, TX Licensed Resident Agent

5005 LBJ Freeway, Dallas, TX 75244

(Seal)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Corinne CHAPMAN, Roger PARAISON, Kristin L. HANNIGAN, Tara A. MAQUINTO, Robert NACHREINER, Sandra M. WINSTED, Dartonya WRIGHT, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, Jean TORRES, Samantha CHIERICI, Jessica B. DEMPSEY, Christina L. SANDOVAL, Nicholas KERTESZ, George F. DOUAIRE V of Chicago, Illinois,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of March, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 18th day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of March, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 416-559-8790

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: March 3, 2026

Developer: PAG Leander H2, LLC

Contractor/Material

Provider ("Affiant"): AutoBuilders General Contracting Services

Project: Hyundai of Leander 6.5 Acre Parking

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 3 day of MARCH, 2026.

Initialed: 

PAGE 1 of 2

AFFIANT:

Signature: _____

Typed Name: Ray Horta

Title: Vice President Central Region

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of 03, 2026

[S E A L]



Notary in and for the State of Texas

Name: SYEDA SUNDUS BUKHARI

My commission expires: 08-12-2029

Initialed: _____

PAGE 2 of 2



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Approval of an Ordinance to update the Roadway Service Area Map to incorporate recently annexed areas into the City including the Hero Way EST and Alexander Tract Annexations.

BACKGROUND:

As land is annexed into the city, the final step in the process is to also add the property to the Roadway Impact Fee (RIF) Service Area Map. This action is needed to support the future collection of RIF at the time of development. The RIF is used to ensure that new developments contribute to the overall transportation system for the city similar to water and wastewater impact fees.

A study was prepared that includes major roadway projects that may be funded by the RIF. The collection of the RIF started in January of 2024 and is collected based on five (5) service areas of the city. These fees will be used to make improvements within each of these service areas over time and will not necessarily be adjacent to the developments that contribute.

Since January 2024, 9 areas have been added to the RIF Service Area Map. This request will allow for the following two additional areas that were recently annexed to be incorporated into RIF Service Area Map:

1. Alexander Tract – which includes 55.152 acres is being added to Service Area B
2. Hero Way EST – which includes 11.369 acres is being added to Service Area C

HISTORY/TIMELINE:

04/01/2021 - Comprehensive Plan Adopted

05/01/2021 - Transportation Master Plan Adopted

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

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

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

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

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

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

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

1. Approval of the ordinance; or

2. Denial of the ordinance.

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

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 2 RIF Service Area Map
2. Att 3 A-25-0024 Hero Way West EST - Location & RIF Service Area Map
3. Att 4 A-25-0025 & A-25-0026 Alexander Tract & CR 267 ROW - Location & RIF Service Area Map
4. Att 1 Ordinance RIF Service Area

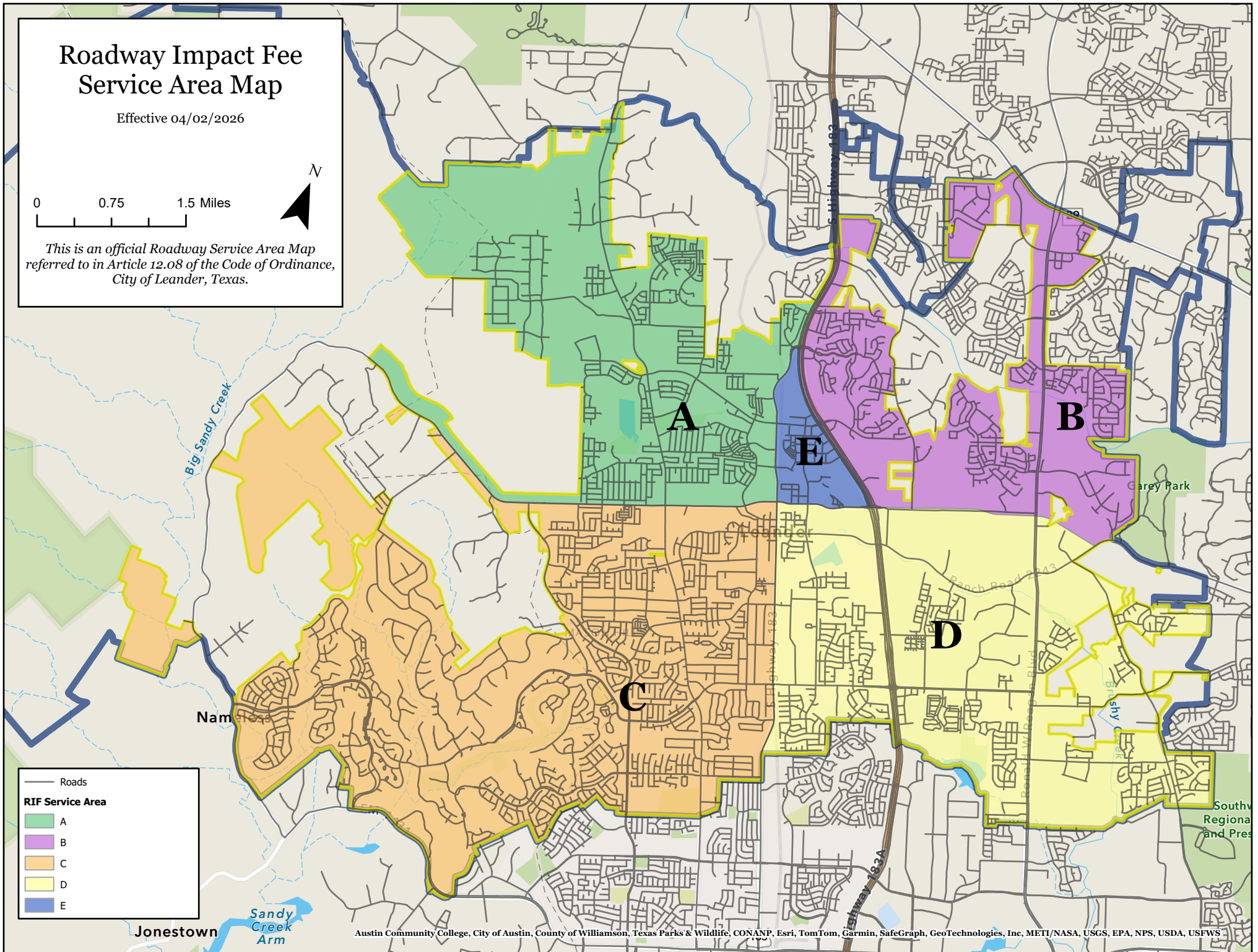
Roadway Impact Fee Service Area Map

Effective 04/02/2026

0 0.75 1.5 Miles



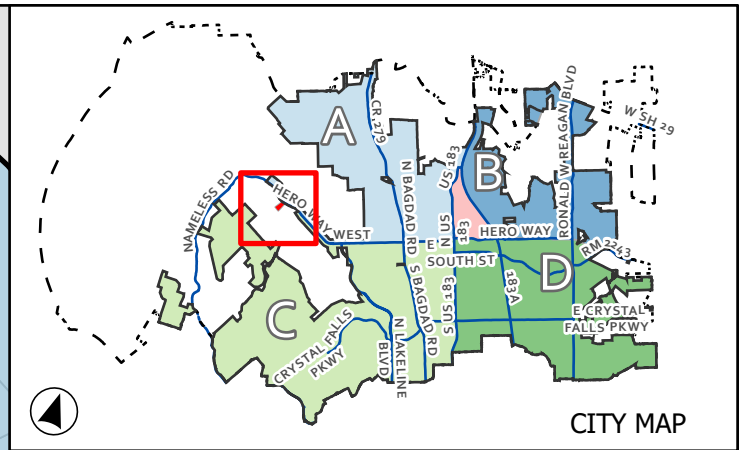
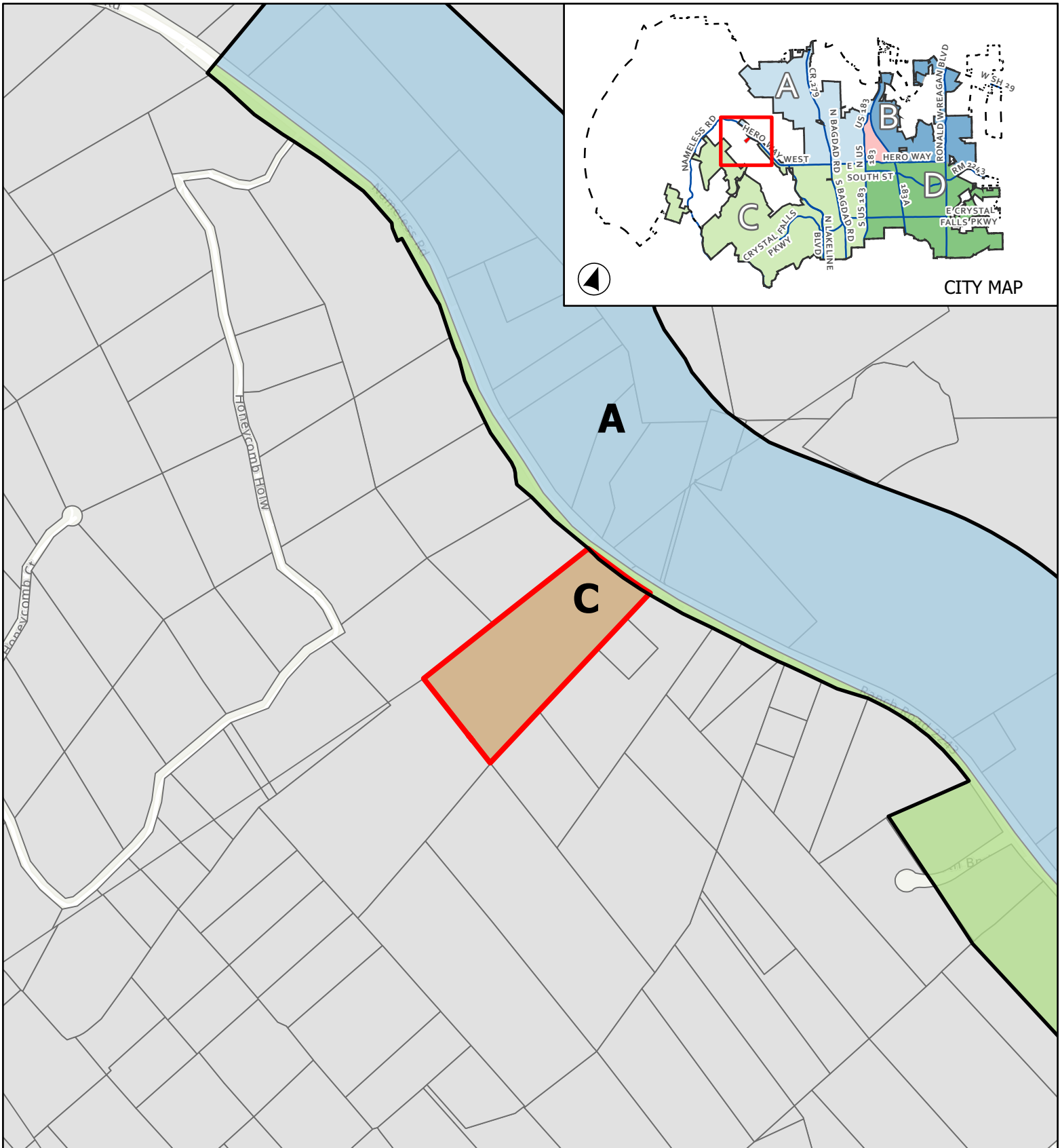
*This is an official Roadway Service Area Map
referred to in Article 12.08 of the Code of Ordinance,
City of Leander, Texas.*



— Roads

RIF Service Area

- A
- B
- C
- D
- E



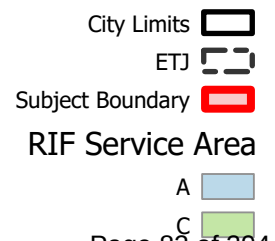
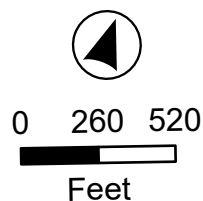
CASE: A-25-0024

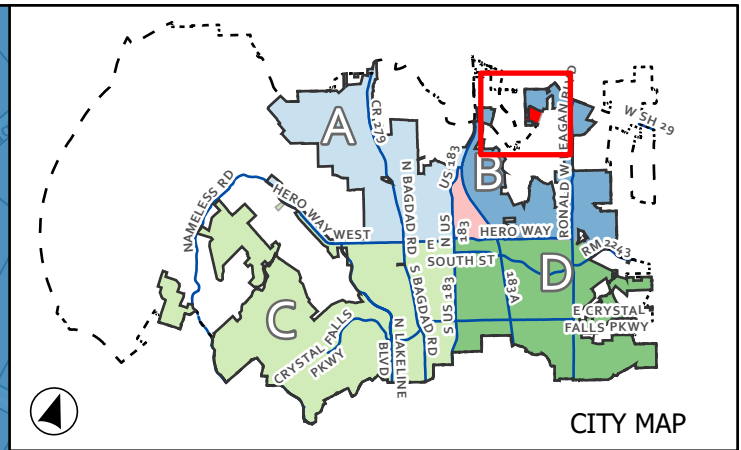
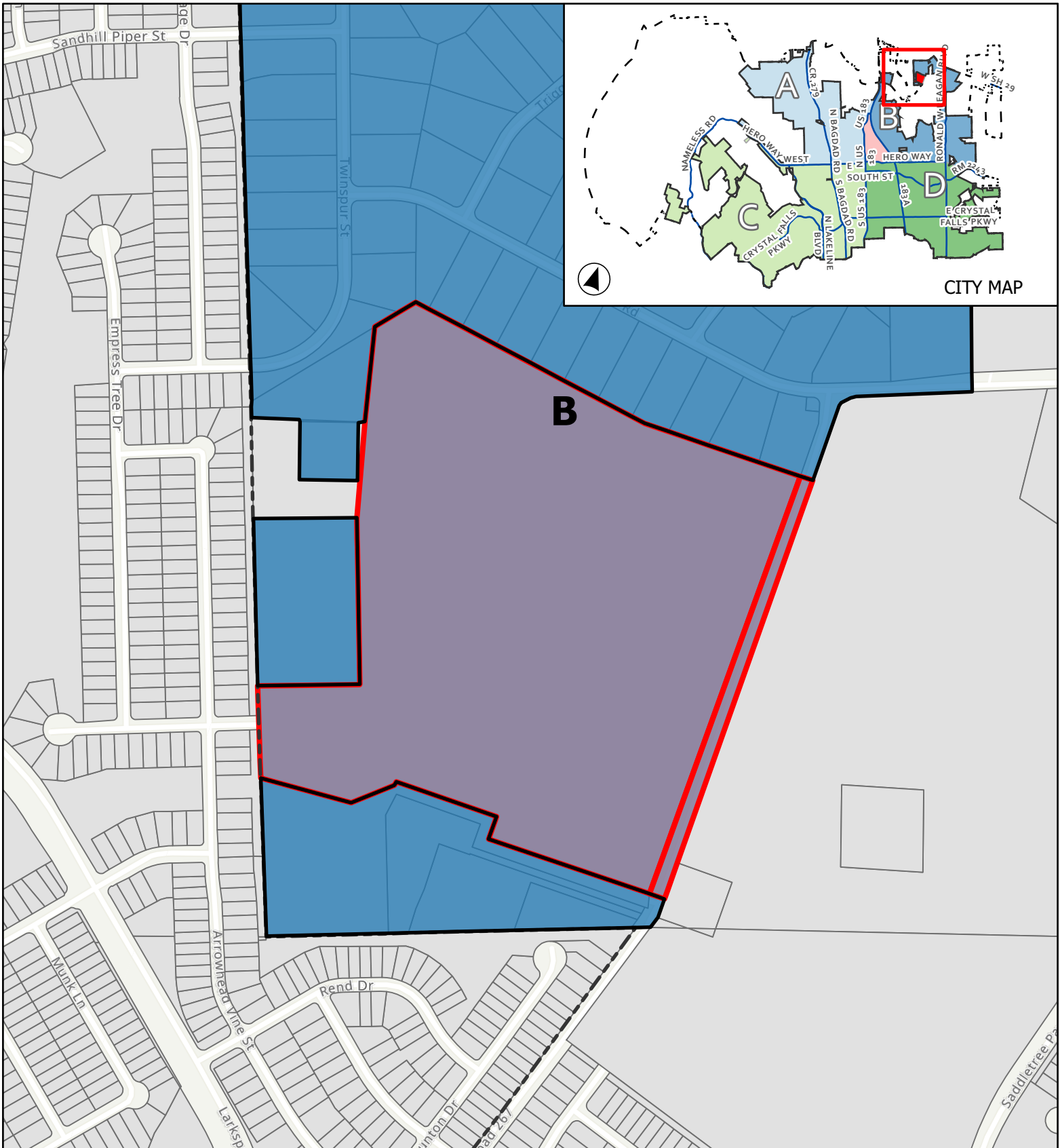
ATTACHMENT 3

HERO WAY WEST EST (CITY PROJECT)

Location Map & RIF Service Map

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





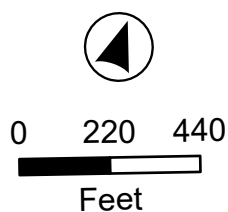
**CASE: A-25-0025
A-25-0026**

ATTACHMENT 4

**ALEXANDER TRACT AND CR 267
ROW VOLUNTARY ANNEXATION**

Location Map & RIF Service 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

RIF Service Area

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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

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

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

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

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

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

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

SECTION 2. Service Areas Adjusted. Service area B is hereby adjusted to add the land described in Ordinance No. 26-018-00 and 26-019-00. Service area C is hereby adjusted to add the land described in Ordinance No. 26-017-00. The roadway service area map reflecting such adjustments attached hereto and incorporated herein for all purposes as Exhibit A is hereby adopted and approved.

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

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

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

PASSED AND APPROVED this 16 day of April, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor

EXHIBIT A
(SEE ATTACHMENT)



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Special Use Case Z-25-0203 for a Special Use Permit to allow for used vehicles sales on a portion of a parcel of land 0.73 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031857; and more commonly known as 2401 S US 183, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process to approve a Special Use Permit (SUP). Uses permitted in a zoning district are classified in two ways.

1. Uses Permitted by Right: A use permitted by right is allowed in the specified zoning district provided that the property owner complies with specified building and site requirements.
2. Special Uses: These uses may be allowed within a zoning district but generally requires more review by the Planning and Zoning Commission and City Council in order to ensure the compatibility of the proposed use with the surrounding land uses.

The applicant has submitted a request for a Special Use Permit in order to allow for a used car dealership on the property. The site previously operated as a used car dealership known as Leander Auto Mall prior to the adoption of the Composite Zoning Ordinance in 2005. However, the Leander Auto Mall ceased operations in 2023, and when a different business began operating on the property, the site's non-conforming use status was lost.

To re-establish a used car dealership on this site today, the use must meet current zoning standards and all required site improvements. While the sale of new vehicles is permitted by right under the existing GC-4-C (General Commercial) zoning, the sale of used vehicles is permitted only in the HC (Heavy Commercial) use component, which would require a zoning change in this case. The proposed SUP would allow the used car dealership as an interim use for up to five (5) years, with the option to request an extension at the end of that term. The applicant has indicated plans to redevelop the property in the future.

GENERAL INFORMATION:

Current Zoning:

GC-4-C (General Commercial)

Size and Location:

The property is located on the west of US 183, approximately 1,100 feet north of Osage Drive, including approximately 0.73 acres.

Surrounding Area:

This property is located north of a retail center and east of a self-storage facility. The area to the north is proposed as a commercial area. Farther west of the property are residential uses.

Previous Zoning Cases:

No zone cases were previously submitted for this property:

COMPREHENSIVE PLAN:

Applicable Future Land Use categories

MULTI-USE CORRIDOR

The Multi-Use Corridor future development category is intended for mixed-use areas to be developed at a higher density/intensity and with uses not primarily supported in Neighborhood Residential. These areas are intended to provide for a mix of both commercial and residential uses that are not integrated into neighborhoods but maintain a seamless, compatible transition between residential and commercial uses.

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors.

These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate bufferyards are required to ensure compatibility with adjacent Neighborhood Residential.

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200 feet, 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 are also required to be contacted.

The applicant reached out to the residents on October 16 via mail. No concerns have been raised about the proposal.

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

HISTORY/TIMELINE:

01/20/1978 – Original Incorporation of Leander

02/26/2026 – Planning & Zoning, 1st Public Hearing

04/02/2026 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Southwest Engineers (Paulo Misi) on behalf of Julie Wiley (Joe Wiley)

RECOMMENDATION:

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

1. Approve the proposed Special Use Permit for a used car dealership for a five-year period;
2. Deny the proposed Special Use Permit for a used car dealership for a five-year period; or
3. Approve an alternative request that may include modifications to the time limit, limited hours of operation, increased setbacks, additional screening, or increased landscaping.

City staff recommends Option 1 listed above – approve the Special Use Permit. Staff made this recommendation based on the limited time frame of five (5) years and the surrounding land uses including commercial and a self-storage facility. The site will be redeveloped at a later time.

The Planning & Zoning Commission unanimously approved the Special Use Permit during the February 26, 2026 meeting.

The City Council unanimously approved the Special Use Permit during the April 2, 2026 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-25-0203 Att 1 Letter of Intent - Wiley SUP
2. Z-25-0203 Att 2 Current Zoning - Wiley Center Development SUP
3. Z-25-0203 Att 3 FLU Map - Wiley Center Development SUP
4. Z-25-0203 Att 4 Public Notification - Wiley Center Development SUP
5. Z-25-0203 Att 5 Aerial Map - Wiley Center Development SUP
6. Z-25-0203 Att 6 Utilities Map - Wiley Center Development SUP
7. Z-25-0203 Att 7 Conceptual Site and Layout Plan - Wiley SUP
8. Z-25-0203 Att 8 Neighborhood Outreach - Wiley SUP
9. Z-25-0203 Att 9 Ordinance - Wiley SUP
10. Z-25-0203 Att 10 P & Z minutes



**Southwest
Engineers**
Engineering Texas Since 1978

**Public Infrastructure
Land Development
Land & ROW Acquisition**

TBPELS No. F-1909

December 10, 2025

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

**RE: Wiley Center Development
2401 S Hwy 183
Leander, Texas 78613
SWE Project No. 1293-001-25
Letter of Intent for Special Use Permit**

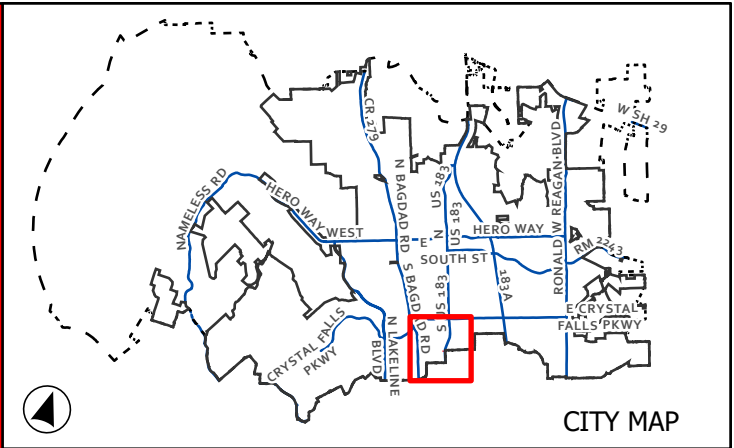
This property is 2.075-acres within the full-purpose jurisdiction of the City of Leander. The property consists of two (2) commercial retail buildings, a commercial parking area, and associated parking and drives.

The current zoning for the lot is General Commercial, which encompasses "New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]". The proposed use of the property is a Used Car Lot which falls under Heavy Commercial. The Special Use Permit indicates a Heavy Commercial use within General Commercial zoning. The time limit for this Special Use Permit will be a 5-year time limit.

If you have any questions, please feel free to contact me at 512-222-4964.

Respectfully submitted,

Paulo Misi, P.E.
Senior Project Manager
/kd



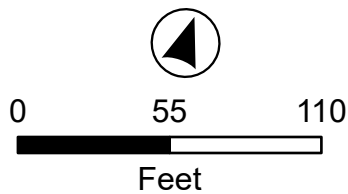
CASE: Z-25-0203

ATTACHMENT 2

WILEY CENTER
DEVELOPMENT SUP

Current Zoning

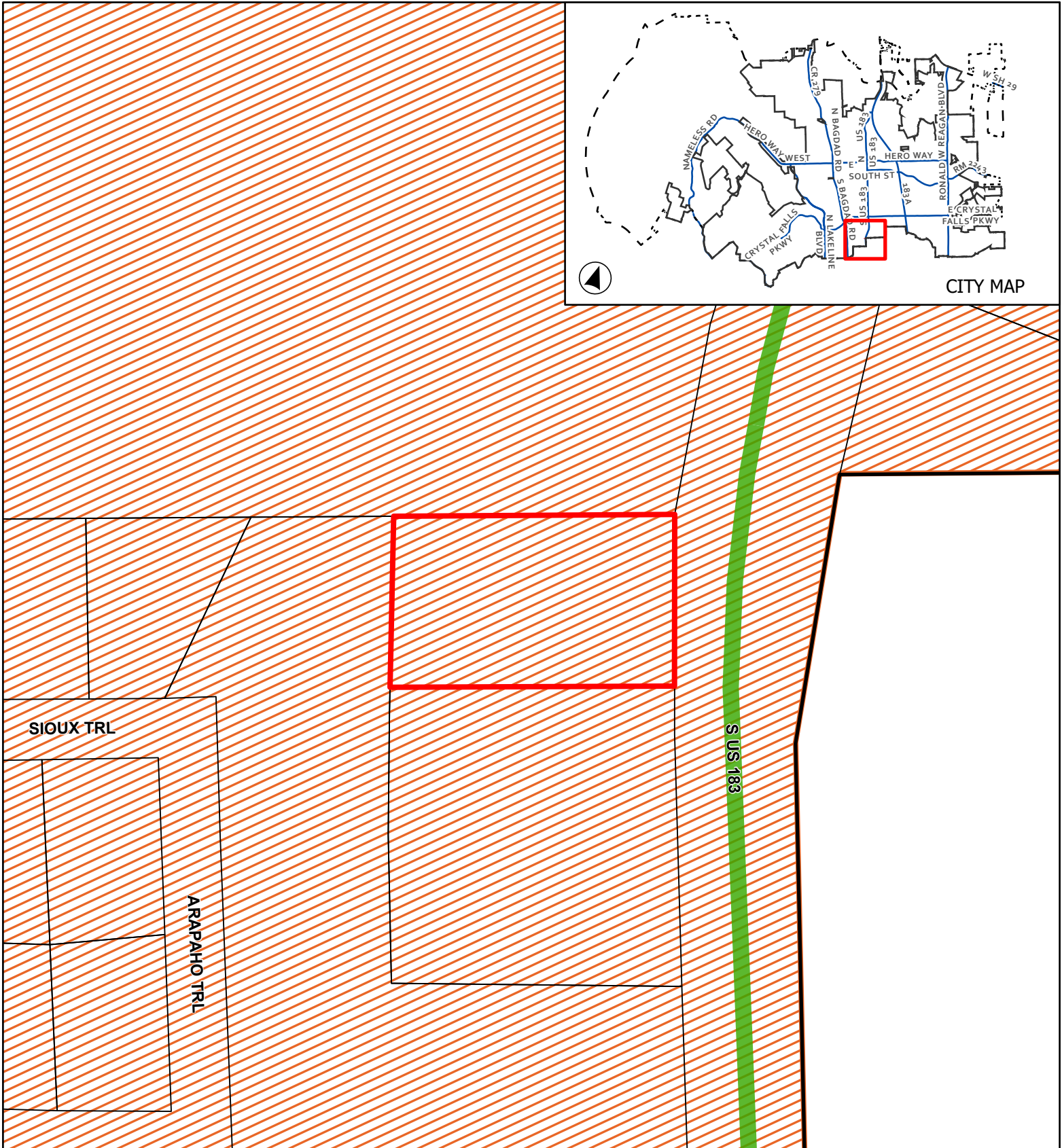
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- City Limits
- ETJ
- Subject Boundary

Current Zoning

- SFE - Single-Family Estate
- SFU - Single-Family Urban
- GC - General Commercial



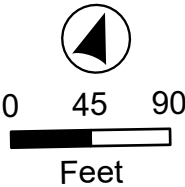
CASE: Z-25-0203

ATTACHMENT 3

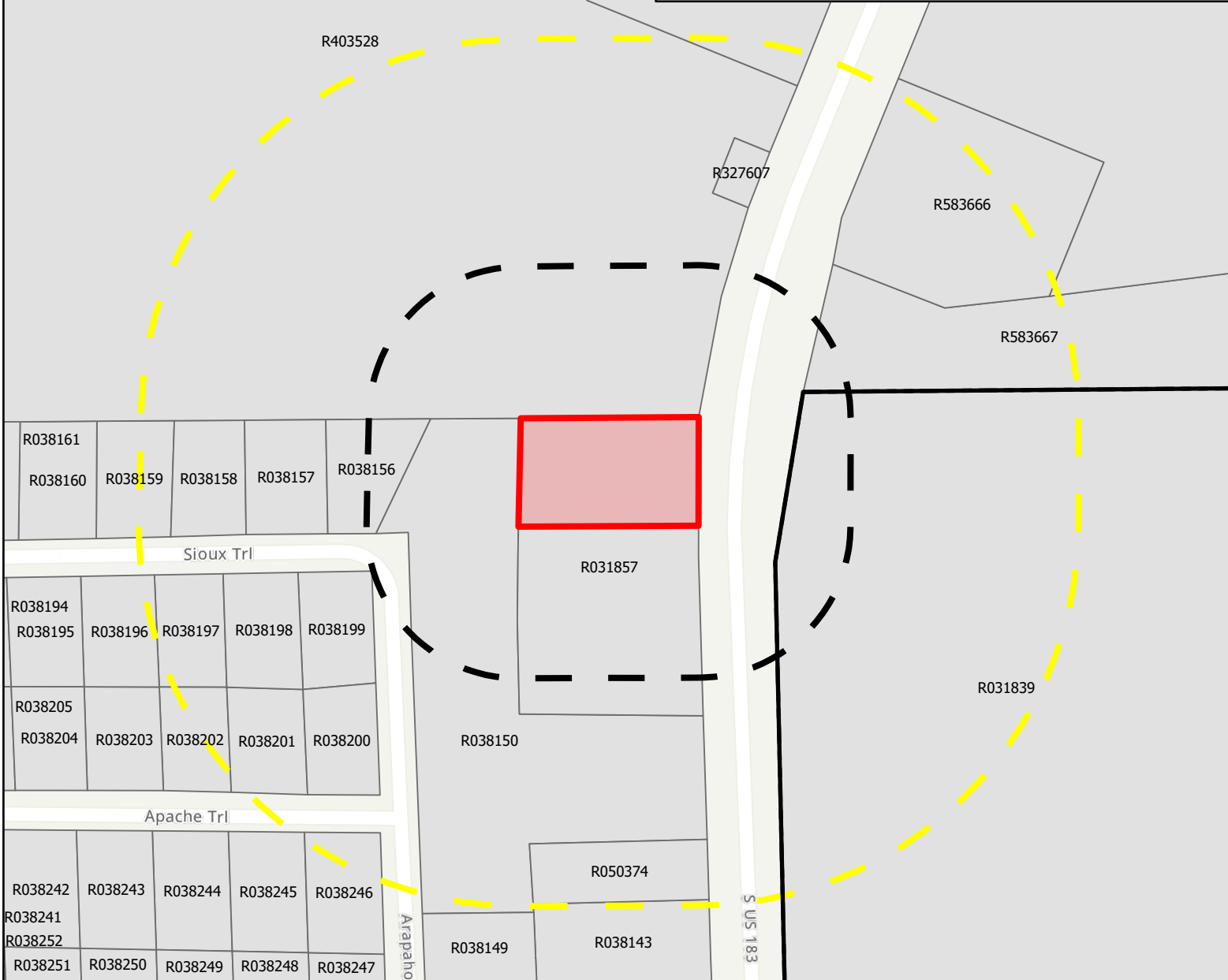
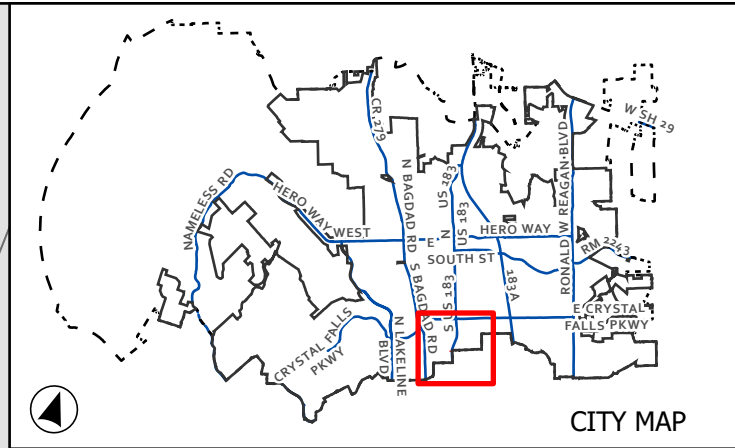
WILEY CENTER
DEVELOPMENT SUP

Future Land Use Map

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- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 6 Lane, Existing
- Multi-Use Corridor - Priority Corridor



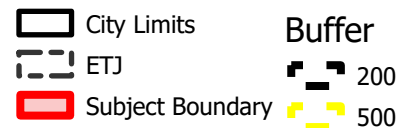
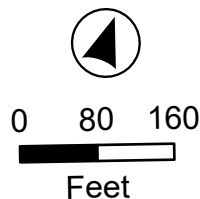
CASE: Z-25-0203

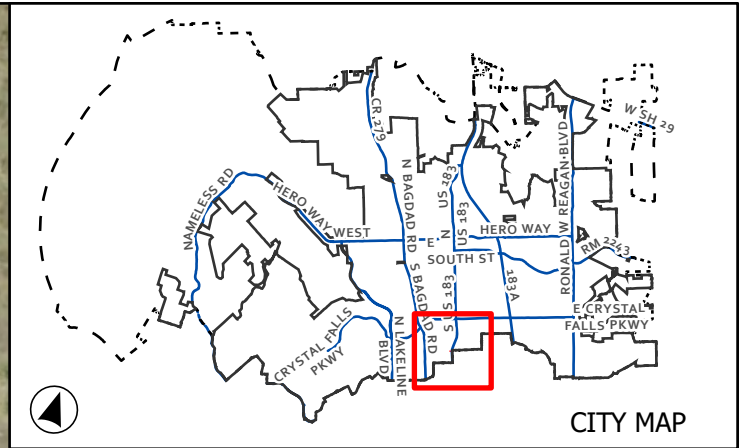
ATTACHMENT 4

WILEY CENTER DEVELOPMENT
SUP

Public Notification

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CITY MAP

S US 183

Williamson County TX, Microsoft, Vantor

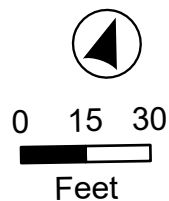
CASE: Z-25-0203

ATTACHMENT 5

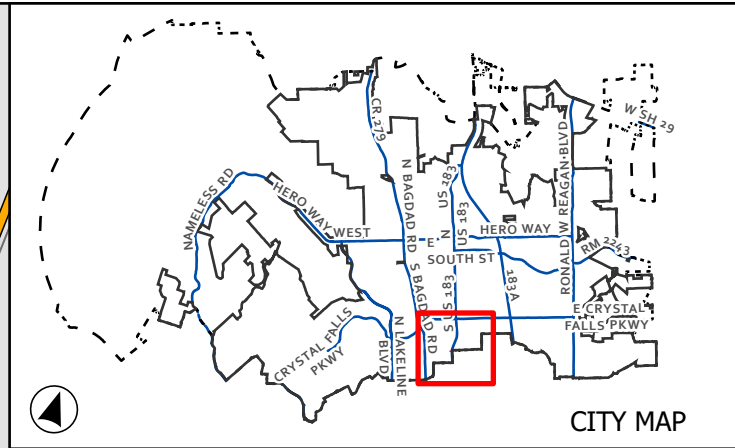
WILEY CENTER
DEVELOPMENT SUP

Aerial Map

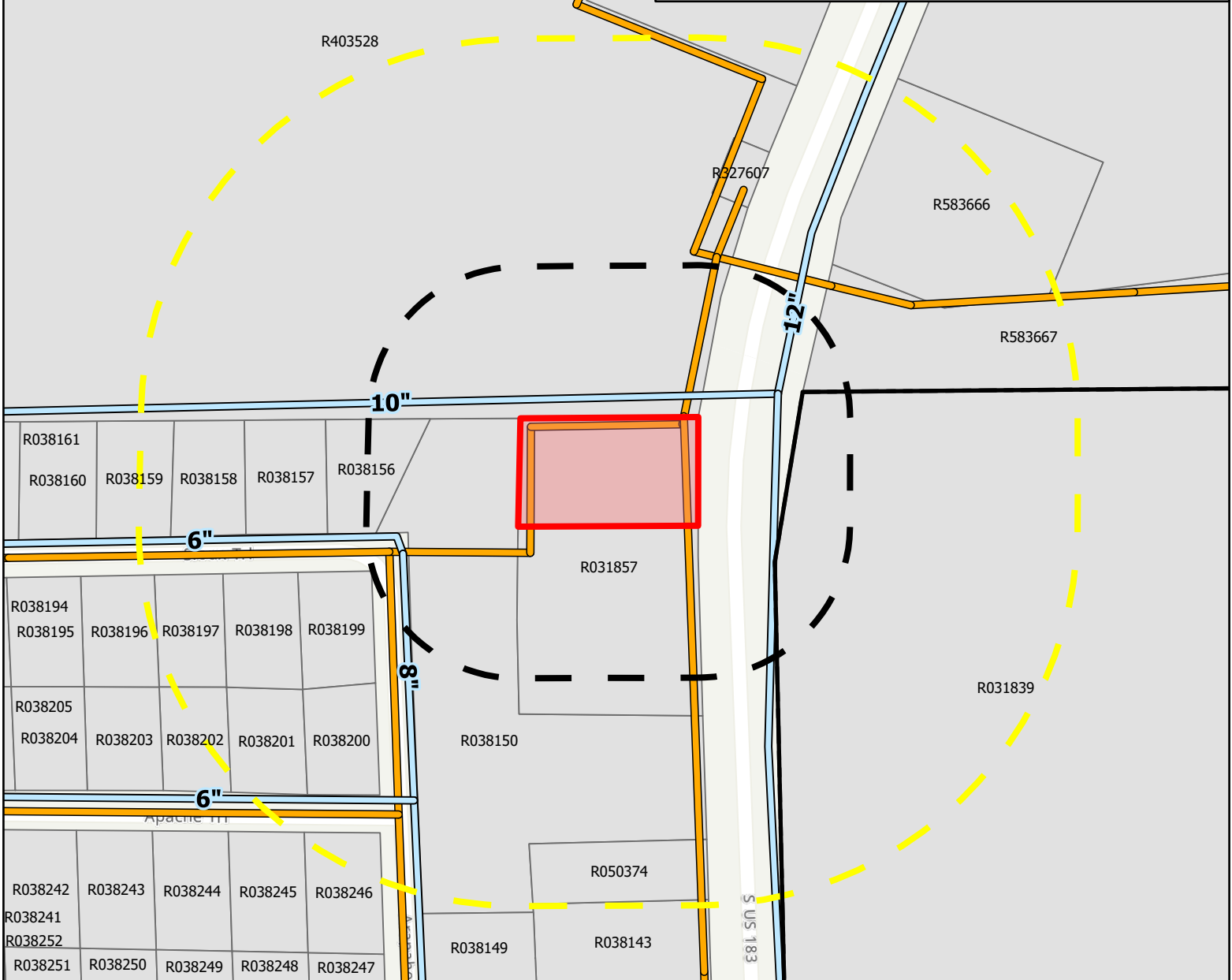
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- Leander City Limits
- Williamson County Parcels
- Subject Boundary



CITY MAP



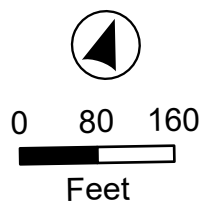
CASE: Z-25-0203

ATTACHMENT 6

WILEY CENTER DEVELOPMENT
SUP

Utilities Map

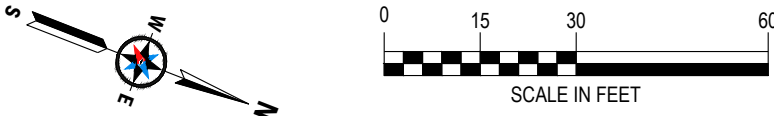
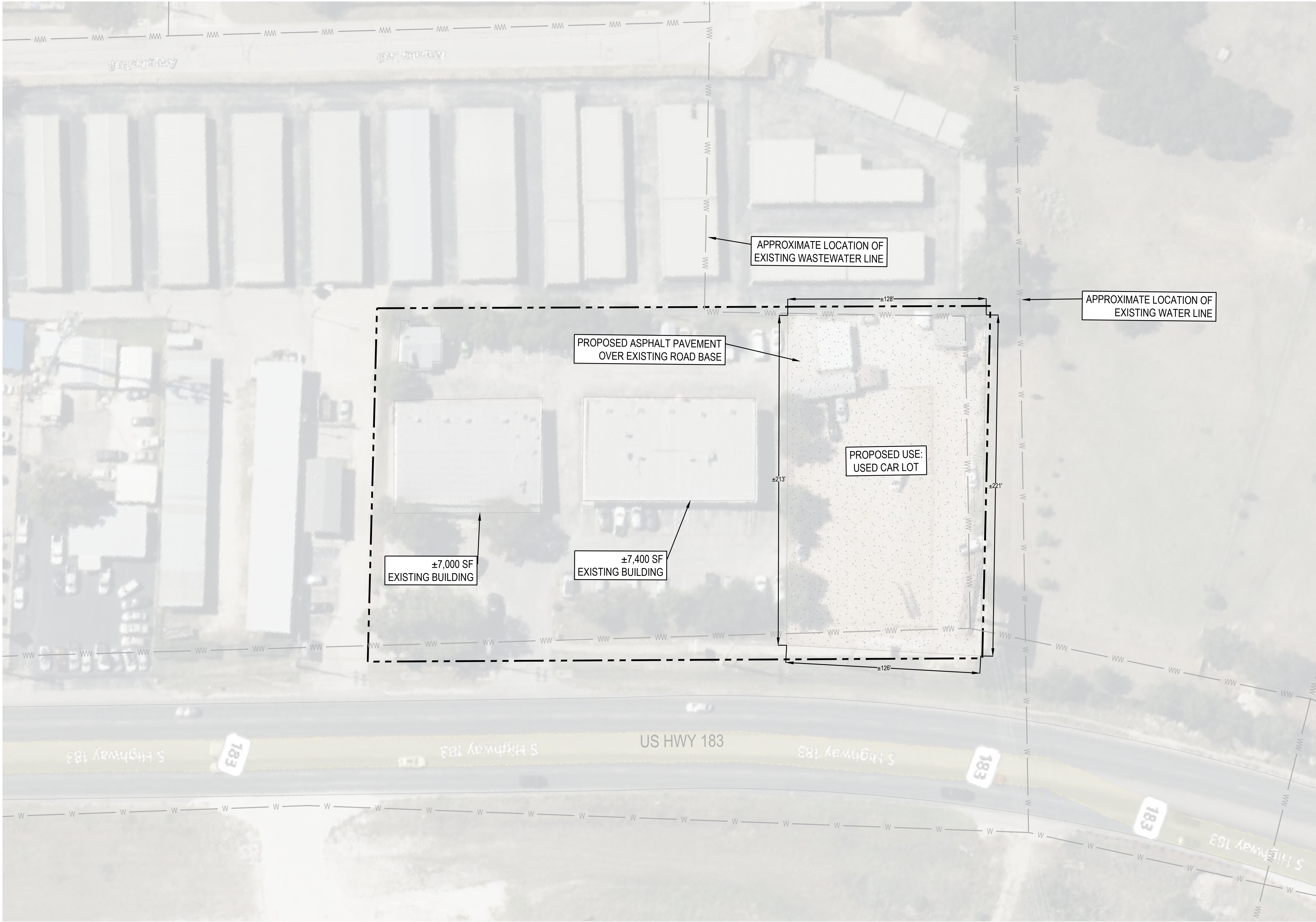
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City Limits
ETJ
Subject Boundary

Buffer
200
500

Waste Water Line
Water Main Line



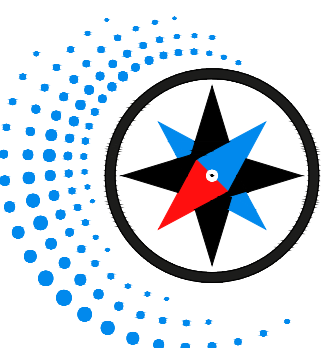
LEGEND

- PROPERTY BOUNDARY
- WATER LINE
- WASTEWATER LINE

NOTES:

THIS PLAN IS CONCEPTUAL AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE SUBDIVISION ORDINANCE, COMPOSITE ZONING ORDINANCE, OR TOD ORDINANCE REQUIREMENTS

THE SPECIAL USE PERMIT IS VALID FOR 10 YEARS FROM THE DATE OF APPROVAL.



Southwest
Engineers

Engineering Texas Since 1978

TBPE NO. F-1909
www.swengineering.com

ROUND ROCK

2631 GATTIS SCHOOL ROAD STE 270
ROUND ROCK, TEXAS 78664
PH: 512.222.4962

GONZALES | BUDA | BASTROP
ROUND ROCK | CUERO

CONCEPTUAL SITE LAYOUT & LAND USE PLAN

WILEY CENTER DEVELOPMENT
2401 S HWY 183, LEANDER, TEXAS 78641

DRAWN BY:	PROJECT NO.
KD	1293-001
CHECKED BY:	DRAWING NO.
PM	1
SHEET 1 OF 1	

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.

On October 16, the residents were notified by mail sent by Southwest Engineers.

Attached is the letter that was sent to each residential property owner, as well as a list of all property owners contacted.

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.

All property owners within 500' of the site were notified. There is no HOA or any representative. The contact information has been attached.

3. What concerns were raised during these communications?

There were no concerns raised by the neighboring home owners during these communications

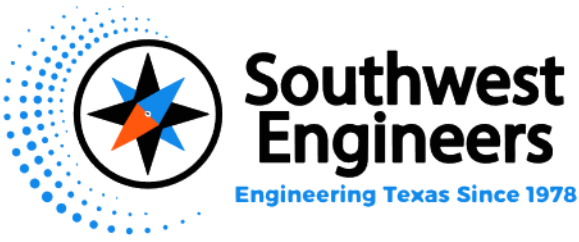
4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

Not applicable

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

Signature: Faylo Migi

Date 11/11/2025



**Public Infrastructure
Land Development
Land & ROW Acquisition**

TBPELS No. F-1909

October 9, 2025

To whom it may concern,

The owners of the property located at 2401 S Hwy 183, Leander, TX 78641 (see location map) are applying for a Special Use Permit which will allow them to operate a Used Car Lot. You are receiving this letter because the City of Leander requires the applicant to notify all residential property owners within 500' of the applicant's property.

We are required to report any concerns you may have with this application. This property has operated as a Used Car Lot from as early as 2001 up until Spring 2025. If there are any concerns, please do not hesitate to reach out to us to voice these concerns. You can find our contact information below.

(512) 222-4964
wileydevelopment@swengineers.com

Best Regards,
Southwest Engineers

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING THE WILEY TRACT SPECIAL USE PERMIT TO ALLOW FOR USED VEHICLES SALES; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 0.73 acres ±; being more particularly described in Exhibit "A"; commonly known as 2401 S US 183; identified by Williamson Central Appraisal District tax identification number R031857; more particularly described in Instrument Number 19538131DR; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Special Use Permit is hereby approved to allow used vehicles sales uses as conceptually shown in Exhibit "B". The term of this permit shall be limited to a time frame of five (5) years. At the end of this term, the applicant has the ability to request an extension.

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 2nd day of April, 2026.

FINALLY PASSED AND APPROVED on this the 16th day of April, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 26, 2026
Regular Meeting at 6:00 PM



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

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

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners were present except Commissioner Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the February 24, 2026 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

Rebekah Cummings, 2333 Beebalm St., Leander, Texas 78641 spoke on behalf of residents seeking answers about the sports complex.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 6-10.

By: Board Member Oliver
Seconded: Board Member Coats

Vote: 6 - 0

6. Approval of the minutes for meeting held on February 12, 2026.
7. Approval of the extension of the application expiration for Site Development Case SD-24-0226 Gabriel's Horn Development Overall Shared Improvements; on four (4) parcels of land 17.82 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R473804, R022218,

R500871, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriel Horn Road, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Site Development Case SD-24-0245 Gabriels Horn Lot 5; on two (2) parcels of land 9.09 acres $\pm$ in size; more particularly described by Williamson Central Appraisal District Parcels R473804 and R500872, commonly known as 2005 Gabriels Horn Place, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Site Development Case SD-24-0246 Gabriels Horn Lot 4; on one (1) parcel of land 2.06 acres $\pm$ in size; more particularly described by Williamson Central Appraisal District Parcel R022218, commonly known as 18201 and 18193 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
10. Approval of the extension of the application expiration for Site Development Case SD-24-0247 Gabriels Horn Lot 3; on one (1) parcel of land 1.83 acres $\pm$ in size; more particularly described by Williamson Central Appraisal District Parcel R500872, commonly known as 18249 & 18229 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing regarding Special Use Case Z-25-0203 to consider action on a Special Use Permit to allow for used vehicles sales on a portion of a parcel of land 0.73 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031857; and more commonly known as 2401 S US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0203 as described above.

Public Hearing opened at 6:08 p.m.; Public Hearing closed at 6:08 p.m.; following discussion.

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

Motion to approve Zoning Case Z-25-0203.

By: Board Member Oliver

Seconded: Board Member Bray

Vote: 6 - 0

REGULAR AGENDA - REVISED

12. Discuss and consider action 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 approximately 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.

Motion to approve Zoning Case Z-25-0196.

By: Board Member Morales

Seconded: Board Member Oliver

Vote: 5 - 1 Board Member Lantrip

13. Discuss and consider action on selecting a Planning & Zoning Commissioner to serve as a member of the Comprehensive Plan Advisory Committee (CPAC).

Motion to select Commissioner Morales as the Planning & Zoning Commissioner to serve as a member of the Comprehensive Plan Advisory Committee (CPAC).

By: Board Member Oliver
Seconded: Board Member Lewis

Vote: 6 - 0

14. Adjournment
Meeting adjourned at 6:26 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY 4/16/2026

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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 uses on Lot 3, Block B of the 675 Kauffman Loop Subdivision and allow for a car wash on Lot 4, Block B of the 675 Kauffman Loop Subdivision on one (1) parcel of land 2.4 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.

BACKGROUND:

This request is the final step in the zoning process. The applicant has submitted a request to amend the 675 Kauffman Loop PUD that includes the following updates:

1. **Lot 3, Block B** – The applicant is proposing to remove the existing prohibition on automotive repair for the development of this lot. The PUD was previously amended to allow for overhead doors as part of the development. This change would allow for automotive repair with overhead doors such as general service garages, inspection centers, and repair shops.
2. **Lot 4, Block B** – The applicant is also requesting to allow the car wash and reduce the compatibility setback for washing of vehicles (including vacuum facilities) from 150 feet to 75 feet from properties zoned for residential use (Article V, Section 3(v)(a) of the Composite Zoning Ordinance). The proposal also includes increasing the height of the required masonry screening wall to eight (8) feet between the car wash and the residential use. The wall height would be eight (8) feet only where it is directly adjacent to Lot 4, Block B.

The proposal complies with the Comprehensive Plan and is appropriate for properties located in the Activity Center land use category as identified by the Comprehensive Plan.

Since the Planning & Zoning Commission meeting, the applicant has made the following changes:

1. **Lot 3, Block B** – Clarified that the repair use will be limited in scope and housed within a 5,000 square foot building with all repair work fully contained indoors to minimize impacts on surrounding properties.
2. **Lot 4, Block B** – Added additional noise reduction measures for the self service vacuums, such as a silencer and an enclosure around the vacuum motor, along with setback requirements to further reduce noise impacts.

PREVIOUS APPROVALS

Initially, a PUD for this property was approved in 2022 that included a horizontal mixed-use development with General Commercial and Townhouse uses. The adopted PUD prohibited the following uses:

1. Bar, nightclub or private club;
2. Equipment and furniture or other similar good sales, repair and service;
3. Funeral home, including embalming and crematory facilities associated with an onsite funeral home or cemetery;
4. Manufactured housing sales and accessory building sales;
5. Office/warehouse including painting, plumbing or similar commercial services;
6. Transportation related facilities including commercial parking lots, passenger terminals, taxi-cab stations and mass transit terminals;
7. New or used vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop; and
8. Wholesale activities with less than 3,500 square feet of gross area of business.

In 2024, a minor amendment to the PUD was approved that clarified the timing of the phasing of the project and allowed for overhead doors associated with commercial uses, such as restaurants with outdoor patios.

GENERAL INFORMATION:

Current Zoning:

Planned Unit Development (PUD) with base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial)

Size and Location:

The two (2) lots are located approximately 1,500 feet to the east of the intersection of SH 29 and Ronald W. Reagan Boulevard on the south side of SH 29, including approximately 2.4 acres.

Surrounding Area:

To the north of this property is SH 29 and a vacant lot outside the City of Leander's corporate limits and extraterritorial jurisdiction. To the west of the overall development is the Bar W Ranch Commercial development, which includes HEB and retail uses. To the east of the overall development is vacant land outside the City of Leander corporate limits jurisdiction and to the south is the SFT (Single-Family Townhouse) portion of the 675 Kauffman Loop PUD development, which is currently undeveloped.

PROPOSED ZONING DISTRICT:

USE COMPONENT

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT

TYPE 2:

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

Intent:

1. The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

2. This component is intended to be utilized with the majority of LO (Local Office) and LC (Local Commercial) use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
3. This component is intended to be utilized with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components when adjacent to residential districts and additional compatibility standards are warranted.
4. This component is generally not intended to be utilized with HC (Heavy Commercial), and HI (Heavy Industrial) use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the landowner.

ARCHITECTURAL COMPONENT

TYPE A:

Features: Five (5) or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

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

Applicable Future Land Use category

Activity Center

- Major strategic commercial centers within the community.
- Intended to provide opportunities for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development.
- Regional in nature and serve a population beyond Leander and are found on major highways and arterials.
- Coordinated access and traffic are required in these high volume areas.
- Designed to become community destinations with activities, amenities, shopping, restaurants and places to gather, live and work.

Mixed-use centers complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.

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

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200 feet, 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 are also required to be contacted.

Neighborhood outreach was conducted via mailed letters on October 27, 2025, regarding only Lot 3, Block B proposed updates. No comments/concerns were received. Upon update to the PUD amendment request to include Lot 4, Block B, the applicant conducted a new neighborhood outreach via mailed letters on February 6, 2026. Per the applicant's neighborhood summary communications, they also reached out via email and phone. The adjacent townhome community representative discussed raising the height of the fence to 10 feet to help with noise. The applicant consulted with City staff to confirm the preferred height for a fence being eight (8) feet. Additionally, the developer of the car wash verified that the building will be 75 feet from the property line, and the vacuums will be located on the north side of the lot, closest to SH 29.

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

HISTORY/TIMELINE:

10/10/2022 – Kauffman Loop PUD Approved
06/19/2024 – Kauffman Loop PUD Minor Amendment Approved
11/21/2024 – Kauffman Loop PUD Amendment #1 Approved
02/12/2026 – Kauffman Loop PUD Amendment #2, Postponed
03/12/2026 – Planning & Zoning, 1st Public Hearing
04/02/2026 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

675 Kaufman, LLC. (Richard Gary)

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 could modify the following:
 - a. Adjusting the allowed or prohibited uses on both lots or either lot;
 - b. Increasing the distance requirements for the car wash;
 - c. Requiring alternative screening; and/or
 - d. Approving the proposed amendments for only one lot.

City staff recommends Option 1 listed above – approve the proposed zoning request. Staff is recommending approval based on the applicant's updates to the zoning request, which improve compatibility with adjacent land uses and reflect coordination with representatives of the planned townhome community. The additional clarification regarding the small-scale automotive repair use, along with the enhanced noise-mitigation measures, helps ensure that the proposed use can operate with minimal impact on nearby residential properties.

During the meeting of March 12, 2026, the Planning & Zoning Commission had two (2) failed motions. There

were two (2) separate motions made, one (1) for denial and one (1) for approval, with each motion receiving a vote of 3 for and 3 against. Therefore, this item comes forward to the City Council without a recommendation of approval or denial from the Commission.

The City Council unanimously approved the Special Use Permit during the April 2, 2026 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-25-0205 Att 1 Letter of Intent - 675 Kauffman Loop
2. Z-25-0205 Att 2 Current Zoning - 675 Kauffman Loop
3. Z-25-0205 Att 3 FLU Map - 675 Kauffman Loop
4. Z-25-0205 Att 4 Public Notification - 675 Kauffman Loop
5. Z-25-0205 Att 5 Aerial Map - 675 Kauffman Loop
6. Z-25-0205 Att 6 Utilities Map - 675 Kauffman Loop
7. Z-25-0205 Att 7 PUD Notes- 675 Kauffman Loop PUD Amendment #2 - Updated 03.19.2026
8. Z-25-0205 Att 8 Neighborhood Outreach
9. Z-25-0205 Att 9 Ordinance - 675 Kauffman Loop
10. Z-25-0205 Att 10 Conceptual Site Plan - 675 Kauffman Loop

LETTER OF INTENT

JW Development, Inc

For

675 Kauffman LP

Re: PUD AMENDMENT Ordinance 22-0093-00
Amended by and
further amended by 24-104-00

Property located at 675 Kaufman Loop Georgetown TX. 78626

Parcel ID R328207, County ID 48491

Specifically , Lot 3, Block B of the Kauffman LOOP PUD with base zoning GC-2A

Lot 4, Block B of Kauffman Loop PUD

We regret the need to petition the city for yet another PUD amendment.

We are expressing via this letter of intent that we would like to request the removal of prohibited use, Automotive Services from this PUD, as described in Ordinance 22-0093-00.

More specifically, from 1 lot: Lot 3, Block B of the final Plat. (attached as an exhibit)

We were unaware of automotive services as a restricted/prohibited use list. This was clearly an oversight on our part and failure to notice the addition of this in prohibitive use section.

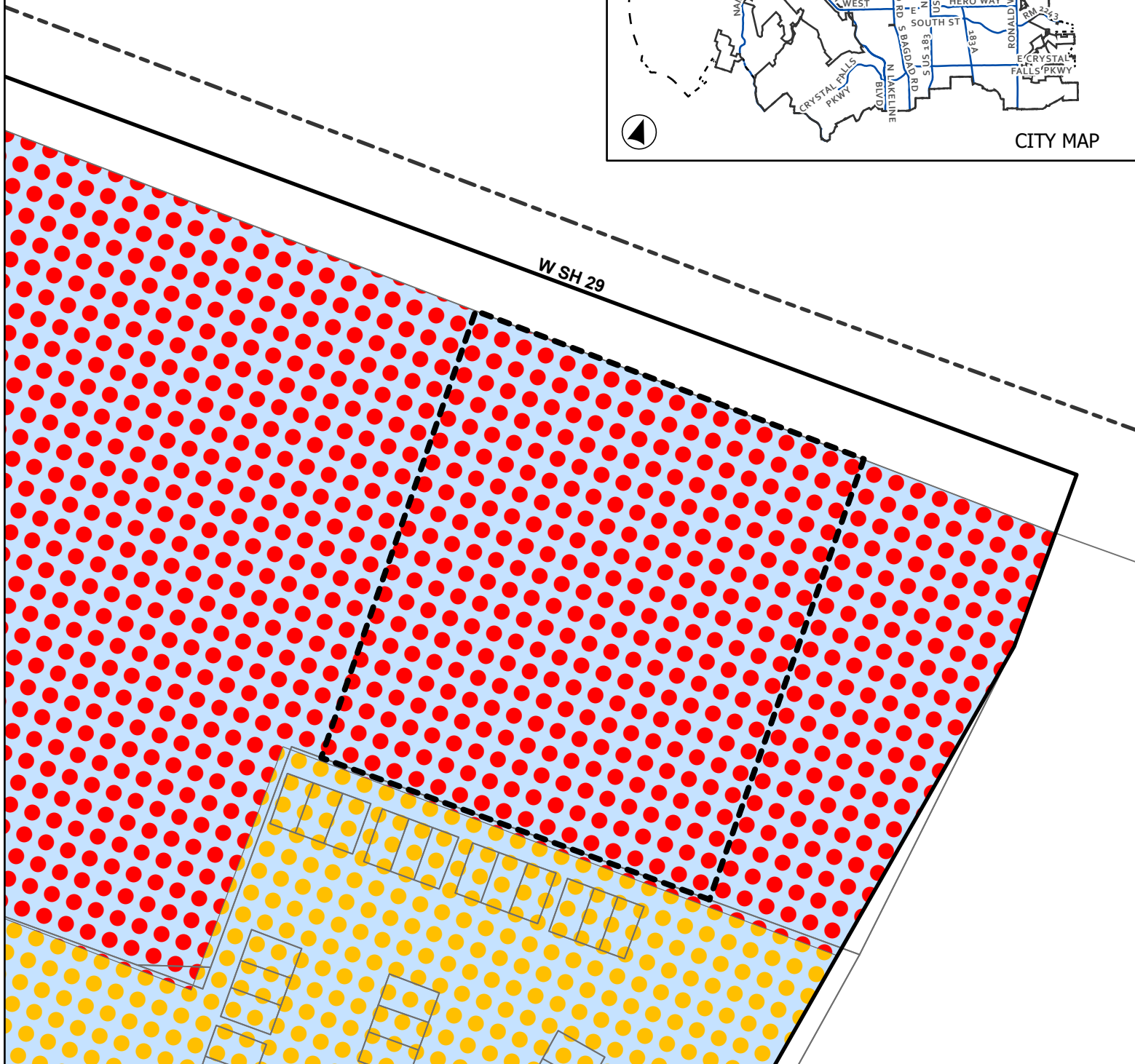
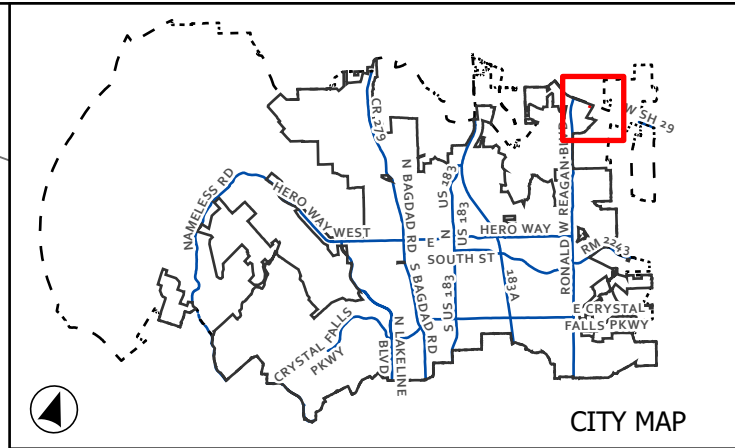
Additionally, we are requesting a variance in the base zone CODE as part of the PUD to allow for a Car Wash on Lot 4, Block B at this location to allow for this adjacent to a residential property.

EXHIBIT A Attached in the EXHIBITS section provides the details as to our request.

Richard Gary

512 415 9367

richard@jwdevelopmentinc.com



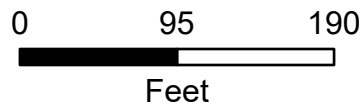
CASE: Z-25-0205

ATTACHMENT 2

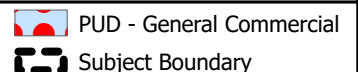
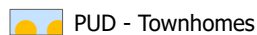
675 KAUFFMAN
LOOP

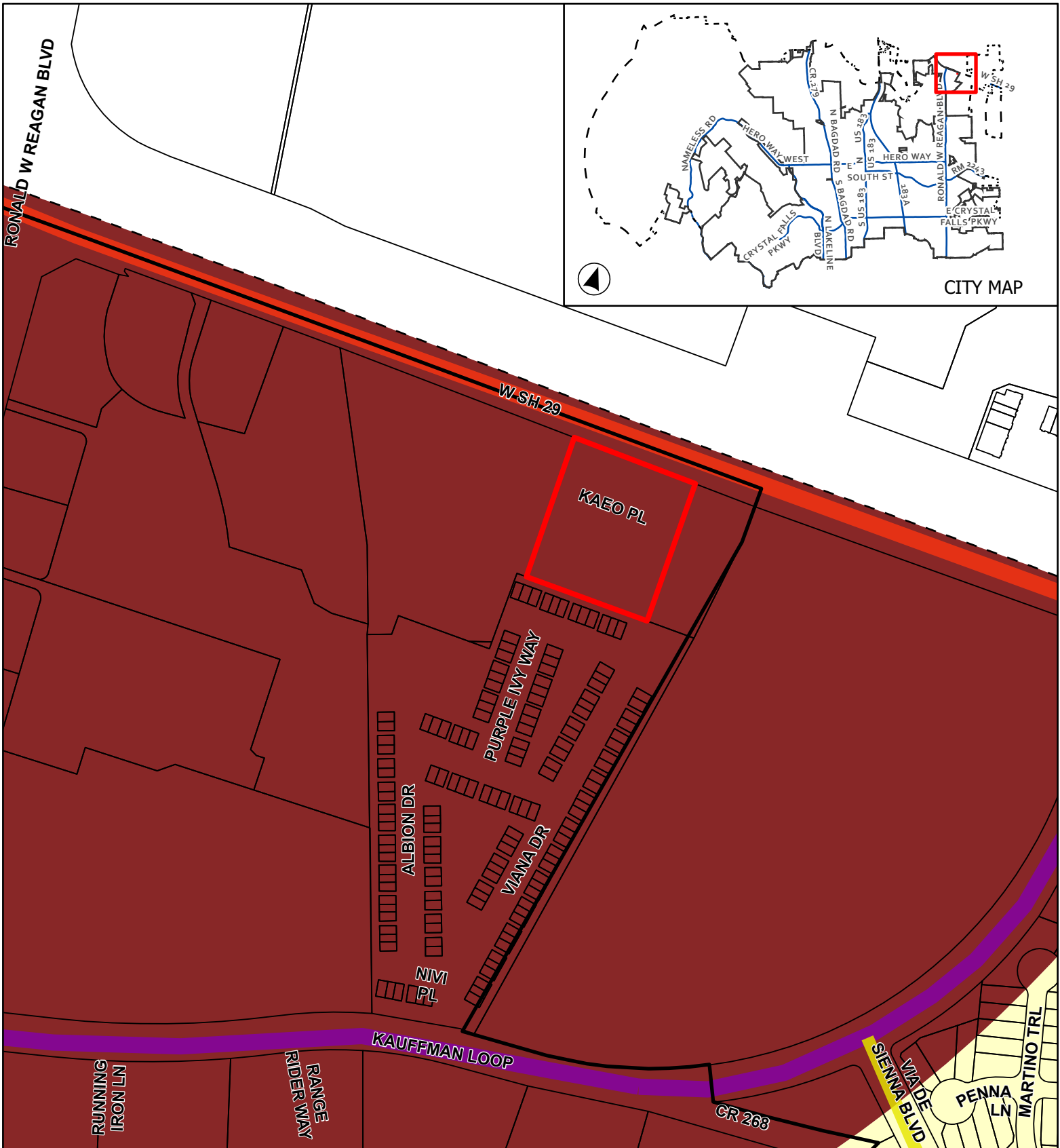
Current Zoning

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.



Current Zoning





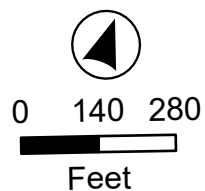
CASE: Z-25-0205

ATTACHMENT 3

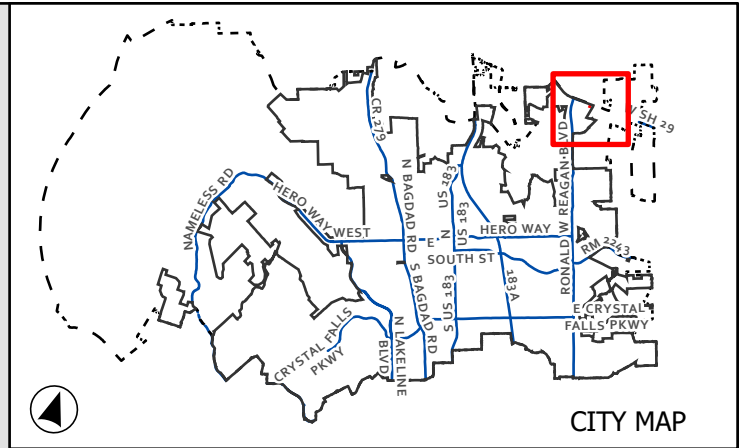
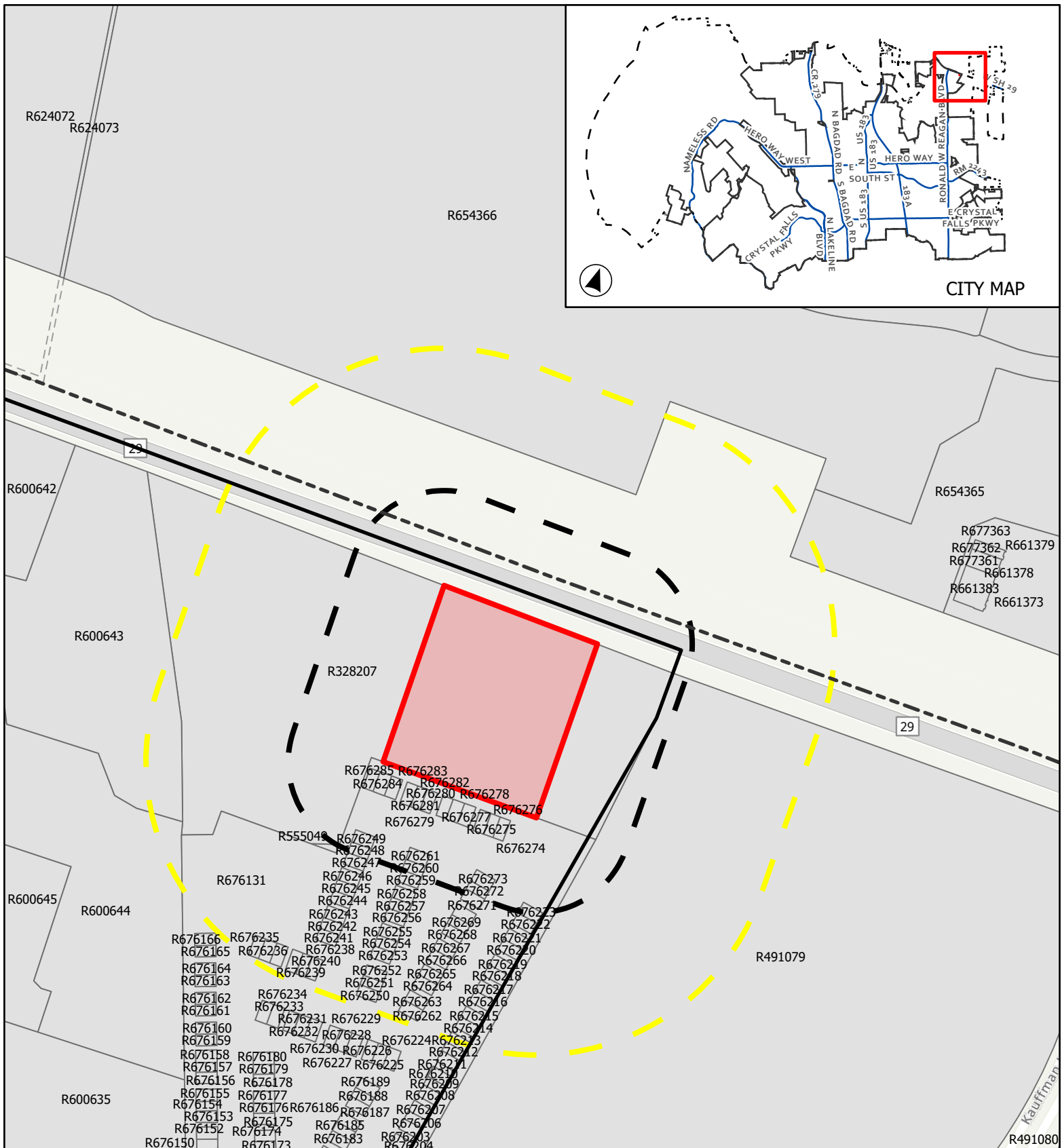
675 KAUFFMAN LOOP

Future Land Use Map

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



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



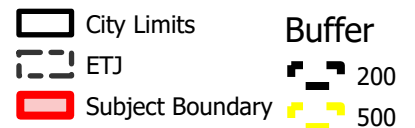
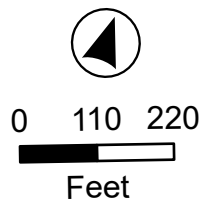
CASE: Z-25-0205

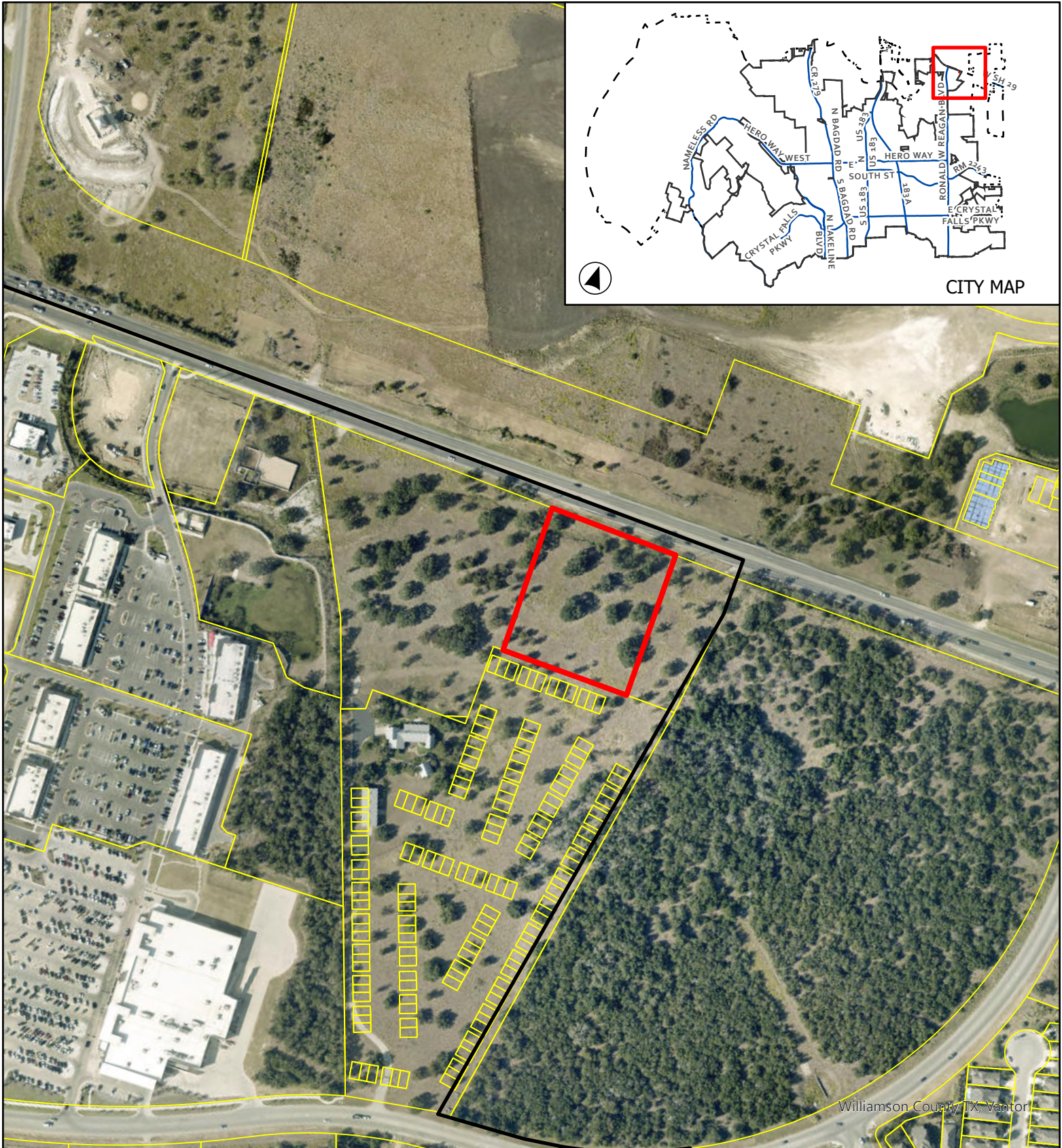
ATTACHMENT 4

675 KAUFFMAN LOOP

Public Notification

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





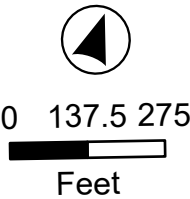
CASE: Z-25-0205

ATTACHMENT 5

675 KAUFFMAN LOOP

Aerial Map

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



- Leander City Limits
- Williamson County Parcels
- Subject Boundary

Exhibit A

675 Kauffman Loop Planned Unit Development Amendment #2

A. Purpose and Intent

1. The 675 Kauffman Loop PUD is comprised of approximately 25 acres. The property referenced in this PUD Amendment #2 applies to Lots 3 and 4, Block B of the 675 Kauffman Loop Subdivision, as shown in Exhibit B. The development of this property includes ~~commercial and residential development~~ automotive services and a carwash.

B. Applicability and Base Zoning

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

GC-2-A (General Commercial)

~~SFT 2-A (Single Family Townhouse)~~

C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concept; as well as a guide for general geometry and layout of the future private roadway and building envelopes. It is not intended to serve as a final document.

D. Allowable / Prohibited Uses

1. The allowable uses include all uses authorized pursuant to SFT and GC use components as identified in Exhibit C, except the following as prohibited uses:
 - a) Bar, nightclub or private club.
 - b) Equipment and furniture or other similar good sales, repair and service.
 - c) Funeral home, included embalming and crematory facilities associated with an on-site funeral home or cemetery.
 - d) Manufactured housing sales and accessory building sales.
 - e) Office/warehouse including painting, plumbing or similar commercial service.
 - f) Transportation related facilities including commercial parking lots, passenger terminals, taxi-cab station and mass transit terminals.
 - g) New or used vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop, except as amended below.
 - h) Wholesale activities with less than 3,500 square feet of gross area of business.

2. Small scale automotive repair of new or used vehicles allowed on Lot 3, Block B of the 675 Kauffman Loop Subdivision. -Small scale means a facility that is less than 5,000 square feet with all services located indoors. This building shall not be located within 75' of a residential district. Any overhead doors shall not be oriented towards residential.

~~2. The maximum number of townhouses (10 units/acre) on the 15.36 SFT tract is 153 units.~~

~~3. A condo regime is proposed for the townhouse tract allowing multiple units on one lot.~~

E. Development Standards

1. The PUD modifies the limitations of Article VI, Section 7 (b) (5) of the City's Composite Zoning Ordinance regarding the use of structural stabilization for the perimeter of non- residential and multi-family drainage facilities being limited to ninety (90%) percent of the pond perimeter excluding outlet structures.

2. This project shall utilize private drives instead of public roadways. Private drives will meet city of Leander Private Drive standards.

3. Sidewalks are required throughout the interior of the project and connecting Kauffman. These sidewalks shall be a minimum of four (4') feet wide and constructed of concrete.

~~4. Guest Parking will be provided at a ratio ten (10%) percent of the required spaces.~~

~~5.4.~~ Turf grass in the narrow strips adjacent to street curbs between sidewalk and street pavement shall be prohibited. Materials such as river rock crushed granite, or similar product shall be used in this location.

~~6.5.~~ All HOA Landscape Lots shall be limited to fifty (50%) percent turf grass coverage.

~~7.6.~~ Commercial portions of the development (Parcels 1 or 2 – Exhibit C) shall be developed with vertical improvements prior to or concurrently with the residential portions of the development (Parcel 3 – Exhibit C). Commercial Portions of the development (Parcels 1 or 2 – Exhibit C) shall be developed with pad ready improvements prior to or concurrently with the residential portion of the development (Parcel 3 – Exhibit C).

7. Commercial overhead service doors are permitted in the General Commercial portion of the project.

8. Carwash is allowed on Lot 4, Block B of the 675 Kauffman Loop Subdivision. The washing of vehicles (including vacuum facilities) shall not be located within 75' of a residential district. The carwash and vacuum facilities shall meet the following criteria:

a. The carwash building shall not be located within 75' of a residential district.

b. The vacuum motor shall have a muffler and shall be placed within an enclosure.

c. The vacuum motor enclosure shall be 200' from a residential district.

8.—The self-service vacuum bays shall not include individual vacuum motor equipment, but may have vacuum hoses.

d. _____

9.—A six-foot masonry privacy wall is required to be constructed in accordance with Article VI, Section 14(d) of the Composite Zoning Ordinance. An eight-foot (8') masonry privacy is required to be installed between the carwash and the residential use

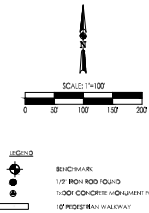
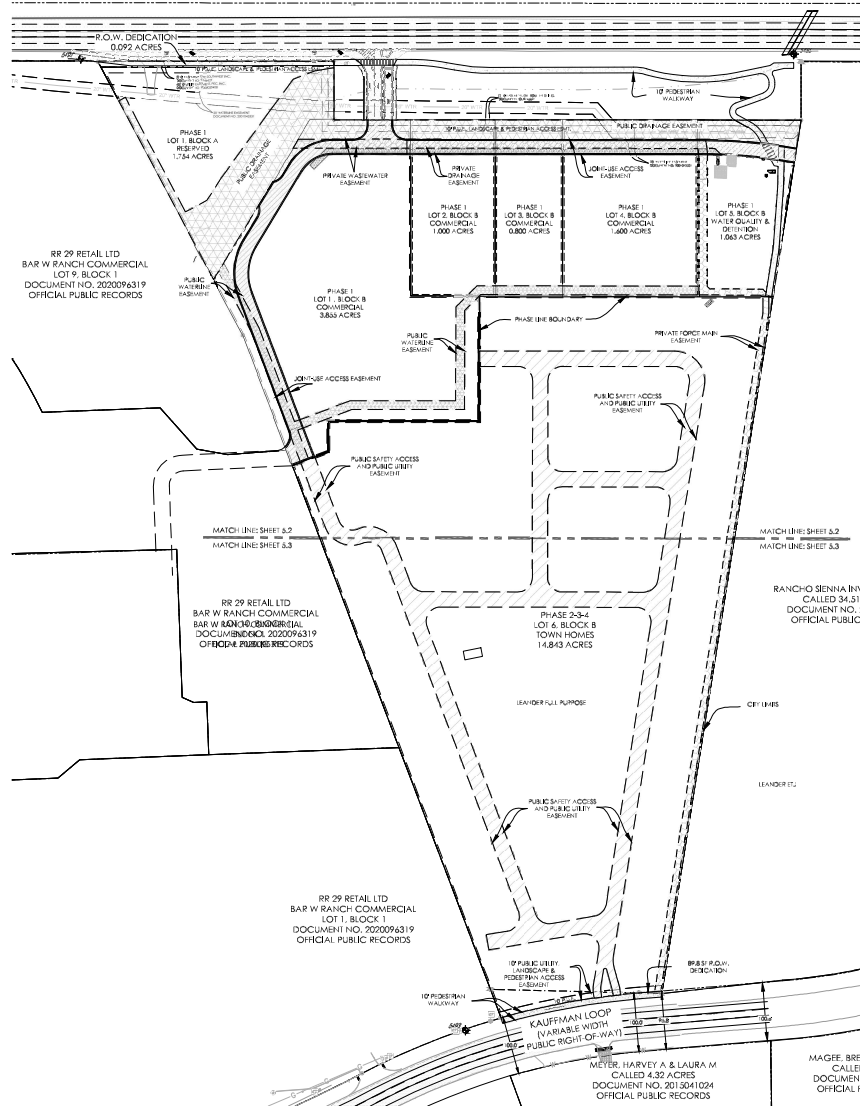
10.9. _____

PRELIMINARY PLAT
675 KAUFFMAN LOOP

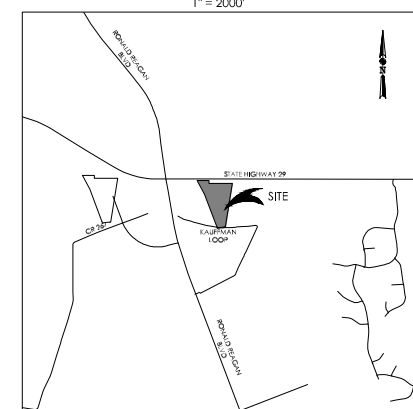
A SUBDIVISION IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS.

BEING A 23.008 ACRE TRACT OF LAND, LOCATED IN THE GREENLEAF F&B SURVEY, ABSTRACT NO. 2, WILLIAMSON COUNTY, TEXAS, S40D 23.008 ACRE TRACT, BEING ALL OF THAT CALLED 24.91 ACRE TRACT OF LAND, AND ALL OF THAT CALLED 0.12 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021063860, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

W. STATE HIGHWAY 29
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)



VICINITY MAP
1" = 2000'



PROPERTY OWNER/DEVELOPER:
275 KAUFFMAN TP
7801 N. CAPITAL OF TEXAS HWY, SUITE 300
AUSTIN, TEXAS 78731

SURVEYOR:
QUICK INC. LAND SURVEYING
831 N. MAIN STREET
SALADO, TEXAS 76171
PHONE: (817) 313-4950

ENGINEER:
THOMAS J. GROLL, P.E.
TOM GROLL ENGINEERING, PC
RPM #1979
5208 PRIOR LANE
AUSTIN, TEXAS 78734

LAND USE:
OF LOTS: 7
RIGHT-OF-WAY DEDICATION: 0.092 ACRES
COMMERCIAL: 9.010 ACRES
DETENTION: 1.043 ACRES
TOWNHOMES: 14.843 ACRES
TOTAL AREA: 23.008 ACRES

ZONING:
PUD - GENERAL COMMERCIAL
PUD - TOWNHOMES

KNOW ALL MEN BY THESE PRESENTS:
THAT THOMAS J. GROLL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE ARTS OF SURVEYING AND TO HEREBY STATE THAT THE PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS.

THOMAS J. GROLL, P.E.
TOM GROLL ENGINEERING, PC
REGISTERED PROFESSIONAL ENGINEER NO. 10974
RPM #1979

PLAT NOTES:
1. THE SUBDIVISION IS BEING PLATTED IN ACCORDANCE WITH THE CITY OF LEANDER, TEXAS.
2. NO PORTION OF THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS.
3. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION.
4. NO BUILDING OR OTHER STRUCTURE IS PERMITTED UNTIL THE CITY OF LEANDER HAS REVIEWED AND APPROVED THE PLAT AND THE CITY OF LEANDER HAS ISSUED A BUILDING PERMIT.
5. PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PRIVATE AND PUBLIC EASEMENTS AND ACCESS BY THE CITY OF LEANDER.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER AGENT.
7. IN ADDITION TO THE EASEMENTS SHOWN HEREON, A 10' WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL HIGHWAY RIGHT-OF-WAY AND A 10' WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL CITY OF LEANDER.
8. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT (ON-OR AFTER) ORDINANCES OF THE CITY OF LEANDER. ADDITIONAL SETBACKS MAY BE REQUIRED AS SET FORTH IN THE CURRENT (ON-OR AFTER) ORDINANCES.
9. APPROVAL OF THIS PRELIMINARY PLAT DOES NOT CONSTITUTE THE APPROVAL OF VARIANCES OR WAIVERS TO ORDINANCE REQUIREMENTS.
10. ALL LOTS IN THE PLAT SHALL BE SUBJECT TO THE CITY OF LEANDER'S POLICY OF FLOOD INSURANCE DEDUCTIONS AND CLOSURES TO ALL OF THE LOTS IN THE SUBDIVISION AND TO ADJACENT PROPERTIES.
11. LOTS IN THE PLAT SHALL BE SUBJECT TO THE CITY OF LEANDER'S POLICY OF FLOOD INSURANCE DEDUCTIONS AND CLOSURES TO ALL OF THE LOTS IN THE SUBDIVISION AND TO ADJACENT PROPERTIES.

PLATTER'S AFFIDAVIT:
I, THE PLATTER, DO HEREBY AFFIRM THAT I AM THE OWNER OF THE LAND SHOWN ON THIS PLAT AND THAT I HAVE THE RIGHT TO PLAT THE SAME.

GENERAL NOTES:
1. THE PLAT IS SUBJECT TO THE CITY OF LEANDER'S POLICY OF FLOOD INSURANCE DEDUCTIONS AND CLOSURES TO ALL OF THE LOTS IN THE SUBDIVISION AND TO ADJACENT PROPERTIES.
2. THE PLAT IS SUBJECT TO THE CITY OF LEANDER'S POLICY OF FLOOD INSURANCE DEDUCTIONS AND CLOSURES TO ALL OF THE LOTS IN THE SUBDIVISION AND TO ADJACENT PROPERTIES.
3. THE PLAT IS SUBJECT TO THE CITY OF LEANDER'S POLICY OF FLOOD INSURANCE DEDUCTIONS AND CLOSURES TO ALL OF THE LOTS IN THE SUBDIVISION AND TO ADJACENT PROPERTIES.

PLATTER'S CERTIFICATE OF TITLE:
I, THE PLATTER, DO HEREBY CERTIFY THAT I HAVE A CLEAR TITLE TO THE LAND SHOWN ON THIS PLAT AND THAT I HAVE THE RIGHT TO PLAT THE SAME.

PLATTER'S AFFIDAVIT:
I, THE PLATTER, DO HEREBY AFFIRM THAT I AM THE OWNER OF THE LAND SHOWN ON THIS PLAT AND THAT I HAVE THE RIGHT TO PLAT THE SAME.

PLATTER'S AFFIDAVIT:
I, THE PLATTER, DO HEREBY AFFIRM THAT I AM THE OWNER OF THE LAND SHOWN ON THIS PLAT AND THAT I HAVE THE RIGHT TO PLAT THE SAME.

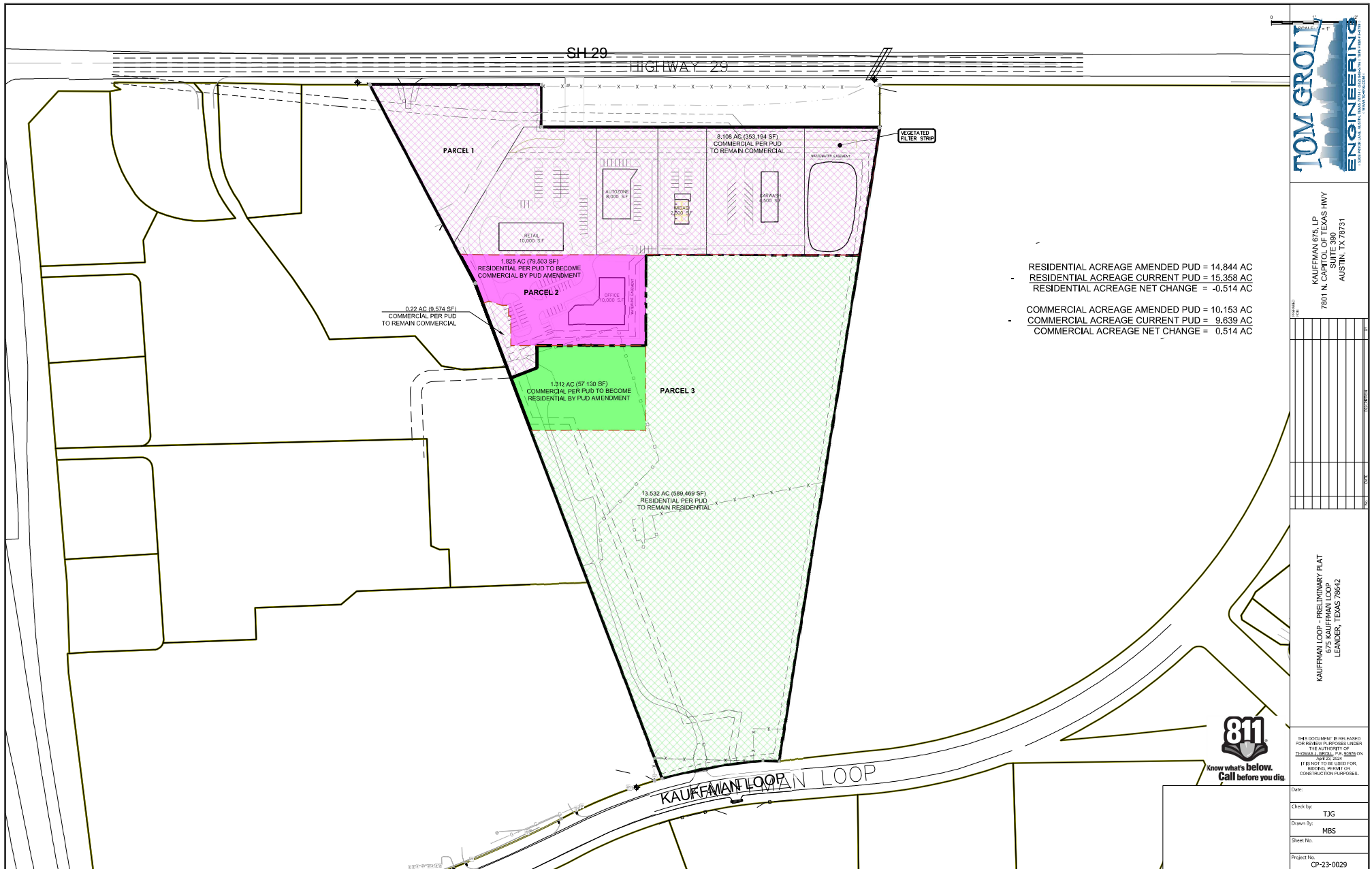
MAGGIE BRENNON & LAURA M
CALLED 4.72 ACRES
DOCUMENT NO. 2018039839
OFFICIAL PUBLIC RECORDS

ENGINEER:
THOMAS J. GROLL, P.E.
TOM GROLL ENGINEERING, PC
RPM #1979
5208 PRIOR LANE
AUSTIN, TEXAS 78734

OWNER/DEVELOPER:
675 KAUFFMAN LOOP
RPM #1979
5208 PRIOR LANE
AUSTIN, TEXAS 78734

APPROVED RMG

IF SUBMITTED ON OR AFTER 5/20/20
JOB NO. 250004
PROJECT NO. XXXXXXXX
SHEET 3 OF 15



From: 675 Kaufman LP

TO: Neighbors within area to be notified

RE: Proposed PUD Amendment (Zoning Change)
Ordinance 22-093-00 regarding Block B

This notice serves to inform you that as owners of the commercial parcel, approximately 10 acres in total area, that we are petitioning the City of Leander to modify the existing PUD to allow for automotive repair and car wash services.

Said automotive repair will be in an enclosed building as we see in most branded brands. The current client is a MIDAS automotive franchise. We are petitioning the city to remove the automotive prohibition on Lot 3, Block B.

Additionally, Lot 4, Block B is a proposed Car Wash service and will be the 13th unit of this locally owner/operator. It is a tunnel car wash. The PUD amendment seeks to remove restrictions in the zoning code prohibiting locations of car wash units near residential designations.

I am glad to meet with you and to discuss either of these uses.

Richard Gary

JW Development

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

Austin, TX 78730

richard@jwdevelopmentinc.com

512 415 9367

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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

Sent an original letter on 10/27 then followed up with a new letter regarding SUDS on 2/6/26.

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.

We notified the Townhome Community representative. Ravi Palumi. He was notified by mail, email and phone
Ph 650 740 3097. pulimi@gmail.com 190601 Reanch Rd. 1431, Jonestown, TX 78645 USA.

3. What concerns were raised during these communications?

He and i discussed about the possibility of raising the height of the fence to help abate the noise.

we discussed an 8 ft or 10 ft fence for the width of the Car Wash lot.

Additionally, the developer of the car wash has verified that the blowers are on the north side of the building close to SH 29

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

We will agree to an increase in the height of the screening fence. (Masonry- to 8 ft or 10 ft - whatever the city will allow.

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

Signature: _____

Date: _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CHANGING THE 675 KAUFFMAN LOOP PUD (PLANNED UNIT DEVELOPMENT) BY REMOVING THE PROHIBITION OF AUTOMOTIVE USES ON LOT 3, BLOCK B AND ALLOW FOR A CAR WASH ON LOT 4, BLOCK B OF THE KAUFFMAN LOOP SUBDIVISION; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land including 2.4 acres $\pm$; being more particularly described in Exhibit "B"; legally described as Lot 3, Block B and Lot 4, Block B of the 675 Kauffman Loop Subdivision; identified by Williamson Central Appraisal District tax identification number R328207; more particularly described in Instrument Number 2025087273; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the 675 Kauffman Loop PUD (Planned Unit Development) to remove the prohibition of automotive uses on Lot 3, Block B and allow for a car wash on Lot 4, Block B of the Kauffman Loop Subdivision. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for

all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 2nd day of April, 2026.
FINALLY PASSED AND APPROVED on this the 16th day of April, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor

Hwy 29, Georgetown, Tx. 78628

Start of Blowers
80 ft inside
tunnel

THIS DOCUMENT IS FOR INTERIM REVIEW AND
NOT INTENDED FOR BIDDING, PERMIT OR
CONSTRUCTION PURPOSES.

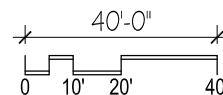
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CHARLES WILLIAM POPE
& ASSOCIATES - ARCHITECTS
TEL: (210) 349-6005



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Conduct a Public Hearing on approval of the issuance of Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds, Series 2026 in a principal amount not to exceed \$53,405,000.00.

- Discuss and consider action on a Resolution approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc., authorizing the issuance of Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds, Series 2026 in a principal amount not to exceed \$53,405,000.00; establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds.

BACKGROUND:

Federal and state law generally authorize local governments, such as the City and the Brushy Creek Regional Utility Authority (“BCRUA”), to “refund” maturities of outstanding bonds. A refunding is akin to a mortgage refinancing in that it involves an issuance of bonds to effectively pay off and replace the bonds that are being refunded. Refundings can be undertaken for different reasons. For the purposes of the resolution that is the subject of this item, as discussed below, the refunding transaction (acquisition of new bonds to replace the refunded bonds) will result in lower overall debt service obligations of the City with respect to the obligations of the bonds being refunded. This can be done by either or a combination of lower interest rates on the new bonds, or premium generated from the sale of the new bonds.

Specifically, this resolution approves the refunding of all or a portion of the outstanding maturities of the Series 2017 Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project) (the “Series 2017 Bonds”). The process for authorizing this refunding transaction is that the BCRUA first adopts a resolution authorizing the refunding (which it did on March 25, 2026) and then the City adopt a resolution to approve that prior BCRUA resolution (the resolution of this agenda item). Moreover, the resolution before the Council in this item authorizes the refunding of all or a portion of the Series 2017 Bonds by approving the BCRUA Resolution of March 25.

The sale of the refunding bonds (the “Series 2026 Refunding Bonds”) is a delegated sale and can only occur if the sale falls within certain parameters, primarily being that: a) the refunding transaction yields a net present value debt service savings of at least 2% of the principal amount of the Series 2017 Bonds, and b) the principal amount of the refunding bonds does not exceed \$53,405,000. The ultimate principal amount of the Series 2026 Refunding Bonds, which might be less than \$53,405,000, will be based on the market conditions at the time of sale, which is expected to occur on or about May 11, 2026.

The refunding transaction is expected to generate a total of \$2,559,288 in present value savings, which is approximately 6.45% of the \$40,245,000 of the par amount of the refunded bonds.

The BCRUA resolution that is approved by this resolution delegates to the BCRUA General Manager the authority to select the date and terms of the sale of the Series 2026 Refunding Bonds provided that the terms are within the parameters specified in the BCRUA resolution.

The City's Chief Financial Officer and the City's Financial Advisor will present to Council at this meeting an overview of the refunding which include a summary of the obligations to be refunded, anticipated savings, and the parameters and timeline for the transaction.

HISTORY/TIMELINE:

2009 - City issued BCRUA contract revenue bonds in the principal amount of \$91,180,000 to finance a portion of the water treatment and distribution project.

2017 - City issued refunding obligations (the Series 2017 Bonds referenced above) in the principal amount of \$80,505,000 to refund the Series 2009 bonds to achieve debt service savings. The proceeds of the bonds authorized by this Resolution will be used to refund all or a portion of the Series 2017 Bonds. The key events for the transaction are: BCRUA authorizing the refunding transaction (March 25), Council approval of the BCRUA resolution (April 16), Sale of the refunding bonds (May 11), Closing on the sale of refunding bonds (final week of May).

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that City Council approve this resolution to authorize the issuance of Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds, Series 2026 in a principal amount not to exceed \$53,405,000.00; establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds.

PRESENTER:

Otis Williams, Chief Financial Officer

Fiscal Impact

Attachments:

1. City Approving Resolution Leander
2. Delegation Resolution BCRUA

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. 26-018-00

**RESOLUTION APPROVING A RESOLUTION OF THE BRUSHY CREEK
REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF
CONTRACT REVENUE REFUNDING BONDS**

**CITY OF LEANDER
COUNTIES OF WILLIAMSON
STATE OF TEXAS**

**§
§
§**

WHEREAS, the City of Leander, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc. ("BCRUA"); and

WHEREAS, the City has approved and executed an "Amended and Restated Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority Water Treatment and Distribution System," dated as of April 23, 2025 (the "Master Contract"), which amended and restated the "Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project," dated as of September 2, 2008, and the subsequent amendments thereto;

WHEREAS, the Master Contract provides for the financing, construction and operation of the BCRUA Regional Water Treatment and Distribution Project between the Cities of Cedar Park, Leander and Round Rock, Texas (collectively, the "Member Cities") and BCRUA, pursuant to which BCRUA will construct, operate and maintain water treatment and distribution facilities for the benefit of the Member Cities; and

WHEREAS, BCRUA has previously issued its "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds, (Brushy Creek Regional Water Treatment and Distribution Project), Series 2017," in the aggregate original principal amount of \$80,505,000 (the "Series 2017 Bonds") pursuant to the Master Contract to finance the City's share of the first phase of the System (as defined in the Master Contract); and

WHEREAS, the Board of Directors of BCRUA has adopted the resolution attached hereto as Exhibit "A" (the "Refunding Bond Resolution") authorizing issuance of refunding bonds (the "Bonds") to refund the Series 2017 Bonds, or a portion thereof, for a debt service savings as further set forth therein; and

WHEREAS, pursuant the Refunding Bond Resolution and to Section 4.1(d) of the Master Contract, prior to adoption of a bond resolution by BCRUA's Board of Directors for a Member City, a substantially final copy of the Bond Resolution for the Member City and the sale and offering documents, if any, shall be presented to the City Council of the Member City for review and approval; and

WHEREAS, it is hereby further officially found and determined that public notice of the time, place, and purpose of this meeting was given, all as required by Texas Government Code, Chapter 551.

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

SECTION 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. Capitalized terms used herein shall have the meaning assigned in the preamble hereof or the Master Contract, unless otherwise defined.

SECTION 2. BOND RESOLUTION. The Refunding Bond Resolution attached hereto as Exhibit "A" has been presented to the City Council for review and is hereby approved as to form and content by the City Council. The City hereby acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from the Bond Payments (as defined in the Master Contract) to be made by the City to BCRUA under and pursuant to the Master Contract. The Refunding Bond Resolution, including the Award Certificate executed thereunder, shall constitute a Bond Resolution under the Master Contract for all purposes.

SECTION 3. OFFERING DOCUMENT. The Preliminary Official Statement related to the issuance of the Bonds is hereby authorized to be approved by the City Manager or an Assistant City Manager with such approval being set forth in the approval certificate attached hereto as Exhibit "B". The City further approves the distribution of the final Official Statement in the reoffering of the Bonds by the underwriters or initial purchasers in final form, with such changes therein or additions thereto as City Manager or an Assistant City Manager may deem advisable.

SECTION 4. CONTINUING DISCLOSURE UNDERTAKING. In Article X of the Master Contract, the City has agreed to provide continuing disclosure of certain financial and operating data so long as the Bonds are outstanding in accordance with Rule 15c2-12 (the "Rule") of the United States Securities and Exchange Commission (the "SEC"). Due to amendments to the Rule, the City hereby undertakes as follows in order to comply with the requirements of the Rule as currently in effect:

(a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2026, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 3 of this Resolution, being information of the type described in Exhibit "C" hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with accountant the accounting principles described in Exhibit "C" hereto or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation and in substantially the form included in the Official Statement and (ii) audited, if the City commissions an audit of such financial statements

and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of deposit made in accordance with Section 32 the Bond Resolution that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF

ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Master Contract for purposes of any other provision of the Master Contract.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

SECTION 5. CERTIFICATES. Each of the City Manager, the City's Chief Financial Officer, and the City Secretary are authorized to sign an approval affidavit and approval certificate attached hereto as Exhibit "B" reflecting the final interest rates and terms of the Bonds. The City Manager, the City's Chief Financial Officer, and the City Secretary

are authorized to sign all certificates and are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Resolution and the issuance of the Bonds.

SECTION 6. IMMEDIATE EFFECT. This Resolution shall take effect immediately from and after its adoption in accordance with the law.

[Signature page follows]

PASSED AND APPROVED this April 16, 2026.

Mayor
City of Leander, Texas

ATTEST:

City Secretary

[Signature Pg]

EXHIBIT "A"
REFUNDING BOND RESOLUTION

EXHIBIT "B"

FORM OF APPROVAL CERTIFICATE

The undersigned City Manager of the City of Leander, Texas, pursuant to the resolution adopted by the City Council on April 2, 2026 (the "Approving Resolution") approving "A Resolution Approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the Issuance of Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2026; Establishing the Procedures for Selling and Delivering the Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds" authorizing the issuance of obligations designated as "Brushy Creek Regional Utility Authority Inc., City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2026" (the "Bonds") do hereby approve the following terms of the Bonds:

- (i) the total principal amount of the Bonds of \$_____;
- (ii) the purchase price for the Bonds is \$_____;
- (iii) the dated date of the Bonds is _____, 2026;
- (iv) the interest rates and maturity schedule for the Bonds are as set forth below:

<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>
\$	20_	%	\$	20_	%
	20_			20_	
	20_			20_	
	20_			20_	
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- (v) the Bonds are subject to optional redemption as set forth below:

On _____ 1, 20_, or on any date thereafter, the Bonds of this series maturing on and after _____ 1, 20_ may be redeemed prior to their scheduled maturities, at the option of the Brushy Creek Regional Utility Authority Inc., with

funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

- (vi) Interest on the Bonds accrues from the date of delivery and interest is payable each _____ and _____, commencing _____, 20__.
- (vii) The Preliminary Official Statement related to the issuance of the Bonds is hereby approved pursuant to Section 3 of the Approving Resolution.

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EXECUTED AND DELIVERED this ____ day of _____, 2026.

Title: City Manager
City of Leander, Texas

EXHIBIT "C"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 4 of this Resolution.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) DEBT INFORMATION
- (2) APPENDIX B - Table 1 – Water Usage (Gallons)
- (3) APPENDIX B - Table 2 – Ten Largest Water And Sewer Customers
- (4) APPENDIX B - Table 3 – Monthly Water And Sewer Rates
- (5) APPENDIX B - Table 4 – Daily Flow (Wastewater Treatment)
- (6) APPENDIX B - Table 6 – Utility System Condensed Statement of Operations
- (7) APPENDIX B - Table 7 – Coverage Calculation
- (8) APPENDIX B - Table 8 – Current Investments

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.

RESOLUTION NO. R-2026-007

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE REFUNDING BONDS (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2026"; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS

ADOPTED MARCH 25, 2026

RESOLUTION NO. R-2026-007

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE REFUNDING BONDS (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2026"; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (the "BCRUA") is a non-profit corporation of the State of Texas (the "State"), created by the Cities of Cedar Park, Leander and Round Rock, Texas (collectively, the "Cities" or singularly, a "City") and existing under the laws of the State, including Subchapter D of Chapter 431, as amended, Texas Transportation Code (the "Authority Act"); and

WHEREAS, pursuant to the Authority Act, BCRUA, is empowered to acquire and construct water facilities including water conservation, storage, transportation, treatment and distribution facilities and to deliver this water to the Cities; and

WHEREAS, the Authority Act also authorizes BCRUA acting through its Board of Directors (the "Board") to issue revenue bonds to finance such water projects, payable solely from the revenues derived from payments to be made to BCRUA by each respective City for which a series of bonds are issued for the purpose of defraying such City's share of the cost of financing, acquiring, and constructing the BCRUA Project (as hereinafter defined); and

WHEREAS, BCRUA has previously issued separate series of such revenue bonds for the City of Cedar Park, Texas, the City of Leander, Texas ("Leander") and the City of Round Rock, Texas ("Round Rock") to finance their respective share of costs of the BCRUA Project, with each such series payable from and secured solely by payments made by each respective City under the Contract (as hereinafter defined); and

WHEREAS, pursuant to the Authority Act, BCRUA and the Cities have entered into an "Amended and Restated Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority Water Treatment and Distribution System," dated as of April 23, 2025 (the "Contract"), which amended and restated the "Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project," dated as of September 2, 2008, and the subsequent amendments thereto; and

WHEREAS, pursuant to the Contract, BCRUA has agreed to design, finance, construct, maintain and operate the BCRUA Project in a manner that will allow BCRUA to deliver potable water to the Cities on a regional basis and under which each of the Cities agree to pay their share of the BCRUA Project and to make payments to or on behalf of BCRUA in amounts sufficient to meet all of BCRUA's obligations under the Contract including relating to a City's respective series

of bonds issued to finance and refinance a City's share of the BCRUA Project and to own, operate and maintain the BCRUA Project; and

WHEREAS, the Cities and BCRUA have approved the Contract; and

WHEREAS, BCRUA has previously issued its "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds, (Brushy Creek Regional Water Treatment and Distribution Project), Series 2017," in the aggregate original principal amount of \$80,505,000 (the "Series 2017 Bonds") pursuant to the Contract to finance Leander's share of the first phase of the BCRUA Project; and

WHEREAS, BCRUA deems it advisable and in the best interest of BCRUA to refund those Series 2017 Bonds designated by the BCRUA Representative (as defined in Exhibit "A" attached hereto) to be refunded (the "Refunded Obligations"), in order to achieve a net present value debt service savings of not less than 2.0% of the principal amount of the Refunded Obligations net of any contribution with such savings, among other information and terms to be included in an award certificate to be executed by the BCRUA Representative, all in accordance with the provisions of the Authority Act; and

WHEREAS, the Authority Act authorizes BCRUA to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for BCRUA, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, BCRUA is further authorized to enter into an escrow agreement with a paying agent for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the BRUA with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as BCRUA and such escrow agent may agree, provided that such deposits may be invested and reinvested in authorized escrow securities pursuant to the terms of the resolution authorizing the Refunded Obligations and State law; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized: and

WHEREAS, this Resolution constitutes a Bond Resolution as that term is defined in the Contract; and

WHEREAS, the principal of the Bonds and the interest thereon are and shall be solely payable from and secured by a lien on and pledge of the portion of the Annual Payments designated as "Bond Payments" to be made by Leander pursuant to the Contract in amounts sufficient to pay and redeem, and provide for the payment of the principal of, premium, if any, and interest on the Bonds, when due, and the fees and expenses of the Paying Agent/Registrar for the Bonds, all as required by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. THAT:

Section 1. DEFINITIONS. In addition to the definitions set forth in the preamble of this Resolution, the terms used in this Resolution (except as may be otherwise indicated in the FORM OF BOND) and not otherwise defined shall have the meanings given in Exhibit "A" to this Resolution attached hereto and made a part hereof.

Section 2. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) *Amount and Designation.* BCRUA's bonds issued pursuant to this Resolution shall each be entitled "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE REFUNDING BONDS (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2026" and are hereby authorized to be issued and delivered in an aggregate maximum principal amount not to exceed \$53,405,000. The title of the Bonds shall be designated by the year in which such Bonds are awarded pursuant to Section 3 below. The authority of the BCRUA Representative to execute and deliver an Award Certificate for the Bonds shall expire at 5:00 p.m., C.D.T., on March 25, 2027. Bonds priced on or before March 25, 2027 may close after such date.

(b) *Purpose.* The Bonds are to be issued for the following purposes to pay: (i) refunding the Refunded Obligations and (ii) paying the costs of issuance of the Bonds.

Section 3. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) *Terms of the Bonds.* The Bonds shall initially be issued, sold, and delivered hereunder as fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the initial Bond delivered to the Attorney General of the State which shall be numbered T-1 and TPC-1 respectively), payable to the respective initial Registered Owners thereof in an Authorized Denomination, maturing not later than August 1, 2038, serially or otherwise on the dates, in the years and in the principal amounts, respectively, dated, all as set forth in the Award Certificate executed by the BCRUA Representative pursuant to subsection (b) below in substantially the form attached hereto as Exhibit "C".

(b) *Award Certificate.* As authorized by the Authority Act, the BCRUA Representative is hereby authorized, appointed, and designated to act on behalf of the Board in selling and delivering the Bonds determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Resolution and carrying out the other procedures specified in this Resolution, including determining and fixing the Bonds as Taxable Bonds or Tax-Exempt Bonds, the date the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as

any mandatory sinking fund redemption provisions for the Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in a certificate of the BCRUA Representative (the "Award Certificate") the form of which is attached hereto as Exhibit "B"; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery, (ii) the Bonds shall not bear interest at a net effective interest rate in excess of the maximum rate allowed by law and (iii) the refunding must produce a net present value debt service savings of at least 2.0% of the principal amount of the Refunded Obligations, net of any contribution. In establishing the aggregate principal amount of the Bonds, the BCRUA Representative shall establish an amount not to exceed the amount authorized in Section 2, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery of the Bonds the Award Certificate has been executed and delivered as required by this Resolution. No such Award Certificate shall be executed and delivered under this Resolution, unless and until the City Council of the City of Leander approves this Resolution.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the Board hereby determines that the delegation of the authority to the BCRUA Representative to approve the method of sale and the final terms and conditions of the Bonds as set forth in this Resolution is, and the decisions made by the BCRUA Representative pursuant to such delegated authority and incorporated in the Award Certificate will be, in BCRUA's best interest and shall have the same force and effect as if such determination were made by the Board, and the BCRUA Representative is hereby authorized to make and include in the Award Certificate an appropriate finding to that effect. The Award Certificate is hereby incorporated by reference into and made a part of this Resolution.

(c) *Sale of the Bonds.* To achieve advantageous borrowing costs for BCRUA, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the BCRUA Representative in the Award Certificate. In determining whether to sell the Bonds by a negotiated, placement or competitive sale, the BCRUA Representative shall take into account the financial condition of BCRUA, any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the BCRUA Representative, might affect the net borrowing costs on the Bonds.

If the BCRUA Representative determines that the Bonds should be sold at a competitive sale, the BCRUA Representative shall cause to be prepared a notice of sale and official statement in such manner as the BCRUA Representative deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to sell the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the BCRUA Representative determines that the Bonds should be sold by a negotiated sale or placement, the BCRUA Representative shall designate the placement purchaser or the

senior managing underwriter for the Bonds and such additional investment banking firms as the BCRUA Representative deems appropriate to assure that the Bonds are sold on the most advantageous terms. The BCRUA Representative, acting for and on behalf of the Board, is authorized to enter into and carry out a bond purchase contract or other agreement for the Bonds to be sold by negotiated sale or placement at such price, with and subject to such terms as determined by the BCRUA Representative pursuant to subsection (b) above.

(d) ***In General.*** The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "C" to this Resolution and as determined by the BCRUA Representative as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate.

Section 4. INTEREST. The Current Interest Bonds shall bear interest, calculated on the basis of a 360-day year composed of twelve 30-day months, from their date of delivery as set forth in the Award Certificate, until maturity or redemption, at the rate or rates set forth in the Award Certificate. Interest shall be payable to the Registered Owner of any such Current Interest Bond in the manner provided and on the dates stated in the FORM OF BOND set forth in Exhibit "C" to this Resolution and the Award Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Award Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Award Certificate. Attached to the Award Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY-ONLY SYSTEM. (a) ***Paying Agent/Registrar.*** The BCRUA Representative in the Award Certificate shall select an eligible institution to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar"). The BCRUA Representative is authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form and substance presented to the Board set forth in Exhibit "D" in connection with the approval of this Resolution with such changes as are acceptable to the BCRUA Representative.

(b) **Registration Books.** BCRUA shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar (the "Designated Trust Office") the Registration Books, and BCRUA hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as BCRUA and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. BCRUA shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. A copy of the Registration Books shall be maintained in the State.

(c) **Ownership of Bonds.** The entity or person in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Resolution, whether or not such Bond shall be overdue, and, to the extent permitted by law, BCRUA and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such Registered Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) **Payment of Bonds and Interest.** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Resolution. The Paying Agent/ Registrar shall keep proper records of all payments made by BCRUA and the Paying Agent/Registrar with respect to the Bonds.

(e) **Authentication.** The Bonds initially issued and delivered pursuant to this Resolution shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State and registered by the Comptroller of Public Accounts of the State, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Resolution the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BOND in Exhibit "C" attached hereto.

(f) **Transfer, Exchange, or Replacement.** Each Bond issued and delivered pursuant to this Resolution, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Registered Owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the Registered Owner or such assignee or assignees, as appropriate, be exchanged for fully registered Bonds, without interest

coupons, in the appropriate form prescribed in the FORM OF BOND set forth in Exhibit "D" to this Resolution, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same Series and have a single stated maturity date), as requested in writing by such Registered Owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate Registered Owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered Bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Resolution shall constitute one of the Bonds for all purposes of this Resolution and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Resolution there shall be printed an Authentication Certificate, in the form set forth in Exhibit "C" to this Resolution. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by BCRUA or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be in typed or printed form as determined by the BCRUA Representative. Pursuant to Subtitle D, Texas Government Code and particularly Section 1201.063, thereof, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Resolution. BCRUA shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the Registered Owner or assignee of the Registered Owner not more than three

business days after the receipt of the Bonds to be canceled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** BCRUA covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding BCRUA will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. BCRUA reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than ninety (90) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, BCRUA covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by BCRUA. Upon any change in the Paying Agent/Registrar, BCRUA promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(h) ***Book-Entry-Only System.*** The Bonds issued in exchange for the Bonds initially issued and delivered to the initial purchasers thereof shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsection (i) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, BCRUA and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, BCRUA and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary but to the extent permitted by law, BCRUA and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying

Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge BCRUA's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of BCRUA to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(i) ***Successor Securities Depository; Transfers Outside Book-Entry-Only System.*** In the event that BCRUA or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of BCRUA to DTC (as described in Section 35 of this Resolution) or DTC determines to discontinue providing its services with respect to the Bonds, BCRUA shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

(j) ***Payments to Cede & Co.*** Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of BCRUA to DTC.

(k) ***Notice of Redemption.*** In addition to the method of providing a notice of redemption set forth in the FORM OF BOND, the Paying Agent/Registrar shall give notice of redemption of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that it is received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Registered Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date. Each notice

of redemption, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the Series, the date of issue, the interest rate or rates, the maturity date, the CUSIP number, a reference to the certificate numbers and the amounts called of each certificate, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed, including a contact person and telephone number. All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such Registered Owner.

(1) ***Conditional Notice of Redemption.*** With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of BCRUA, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, BCRUA shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 6. FORM OF BOND. The form of the Bond, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State, with respect to the Bonds initially issued and delivered pursuant to this Resolution, shall be, respectively, substantially as set forth in Exhibit "C", with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution and any Award Certificate including specifically information relating to payment dates, the Bond date and redemption provisions.

Section 7. PLEDGE OF BOND PAYMENTS. (a) ***Pledge.*** BCRUA hereby covenants and agrees that the Bond Payments are hereby irrevocably pledged to the payment and security of the Bonds Similarly Secured including the establishment and maintenance of the special funds or accounts created and established on the books and records of BCRUA for the payment and security thereof, all as hereinafter provided; and it is hereby resolved that the Bonds Similarly Secured, and the interest thereon, shall constitute a lien on and pledge of the Bond Payments and be valid and binding without any physical delivery thereof or further act by BCRUA, and the lien created hereby on the Bond Payments for the payment and security of the Bonds Similarly Secured shall be prior in right and claim as to any other indebtedness, liability, or obligation of BCRUA or the BCRUA Project payable pursuant to the terms of the Contract. BCRUA shall deposit the Bond Payments, as collected and received, into a separate fund and account on the books and records of BCRUA known as the "Leander's Debt Service Fund," which has previously been created and is hereby confirmed, to be utilized pursuant to the Contract and Sections 9 and 12 hereof to pay the Bonds; provided, however, that BCRUA may utilize any revenues, including those generated by the Contract, in excess of the Debt Service Requirements on the Bonds Similarly Secured for any lawful purpose in accordance with this Resolution and the Contract.

(b) **Perfection of Pledge.** Chapter 1208, as amended, Texas Government Code, applies to the issuance of the Bonds Similarly Secured and the lien on and pledge of Bond Payments granted by BCRUA under subsection (a) of this Section, and such pledge is therefore valid, effective, and perfected. If State law is amended at any time while the Bonds Similarly Secured are outstanding and unpaid such that the pledge of the Bond Payments granted by BCRUA is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds Similarly Secured the perfection of the security interest in this pledge, BCRUA agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, as amended, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

Section 8. RATES AND CHARGES. For the benefit of the Registered Owners of the Bonds Similarly Secured and in addition to all provisions and covenants in the laws of the State and in this Resolution, the Contract between BCRUA and Leander expressly stipulates and agrees, while any of the Bonds Similarly Secured are Outstanding, Leander will fix and collect such rates and charges for services to be supplied by the Leander System as will produce gross revenues at all times during the term of the Contract in an amount equal to pay all of the expenses of operation and maintenance of the Leander System including Annual Payments and Bond Payments under the Contract and all other amounts required by the laws and the provisions of the ordinances or resolutions authorizing the Leander Utility Bonds or other obligations now or hereafter outstanding payable, in whole or in part, from the net revenues of the Leander System, including the amounts required to pay all principal of and interest on such Leander Utility Bonds and other obligations. BCRUA hereby expressly stipulates that it will maintain rates and charges through the Bond Payments to meet the debt service requirements on the Bonds Similarly Secured and agrees that it will take all appropriate action to enforce such terms of the Contract while any of the Bonds Similarly Secured are Outstanding.

The Registered Owners shall never have the right to demand payment for the Bonds out of any funds raised or to be raised from taxation by Leander or BCRUA.

Section 9. DISTRIBUTION OF BOND PAYMENTS. After the Bond Payments have been received by BCRUA such payments shall be further deposited into the Debt Service Fund as required by this Resolution.

Section 10. DEBT SERVICE FUND. For purposes of providing funds to pay the principal of and interest on the Bonds Similarly Secured as the same become due and payable, BCRUA agrees to maintain, at the Depository, a separate and special fund or account to be created and known as the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Debt Service Fund" (the "Debt Service Fund"). BCRUA covenants that there shall be deposited into the Debt Service Fund prior to each principal and interest payment date solely from the available Bond Payments made by Leander pursuant to Section 9 of this Resolution an amount equal to one hundred per cent (100%) of the amount required to fully pay the interest on and the principal of the Bonds Similarly Secured then falling due and payable, such deposits to pay maturing principal and accrued interest on the Bonds Similarly Secured to be made in substantially equal monthly

installments on or before the first day of each month. If the Bond Payments in any month are insufficient to make the required payments into the Debt Service Fund, then the amount of any deficiency in such payment shall be added to the amount otherwise required to be paid into the Debt Service Fund in the next month.

The required monthly deposits to the Debt Service Fund for the payment of principal of and interest on the Bonds Similarly Secured shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Debt Service Fund is equal to the amount required to fully pay and discharge all Outstanding Bonds Similarly Secured (principal and interest) or, (ii) the Bonds Similarly Secured are no longer Outstanding.

Any surplus proceeds from the sale of the Bonds, including investment income therefrom, not expended for authorized purposes shall be deposited into the Debt Service Fund, and such amounts (i.e., accrued and investment interest) so deposited into the Debt Service Fund shall reduce the sum otherwise required to be deposited in the Debt Service Fund from Bond Payments.

Section 11. DEFICIENCIES - EXCESS BOND PAYMENTS. (a) *Deficiencies.* If on any occasion there shall not be sufficient Bond Payments to make the required deposits into the Debt Service Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Bond Payments and such payments shall be in addition to the amounts required to be paid into these funds or accounts during such month or months.

(b) *Excess Bond Payments.* Subject to making the required deposits to the Debt Service Fund when and as required by this Resolution, any resolution authorizing the issuance of any currently Outstanding Bonds Similarly Secured or any resolution authorizing the issuance of Additional Bonds, any excess Bond Payments may be used by BCRUA for any lawful purpose including, but not limited to, the redemption of any Bonds Similarly Secured.

Section 12. PAYMENT OF BONDS. While any of the Bonds Similarly Secured are Outstanding, the General Manager or other authorized BCRUA official, shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Debt Service Fund, if necessary, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Bonds Similarly Secured as such installment accrues or matures; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the Business Day next preceding the date a debt service payment is due on the Bonds Similarly Secured.

Section 13. INVESTMENTS. Funds held in any fund or account created, established, or maintained pursuant to this Resolution shall be invested as permitted by the provisions of BCRUA's investment policy and the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code and secured (to the extent not insured by the Federal Deposit Insurance Corporation) to the fullest extent required by the Public Funds Collateral Act, as amended, Chapter 2257, Texas Government Code. All interest and income derived from deposits and investments in any fund shall immediately be credited to, and any losses debited from, the fund from which such funds were derived. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

Section 14. ISSUANCE OF ADDITIONAL BONDS. In addition to the right to issue bonds of inferior lien as authorized by the laws of this State, BCRUA reserves the right hereafter to issue Additional Bonds. The Additional Bonds, when issued, shall be payable from and secured by a lien on and pledge of the Bond Payments in the same manner and to the same extent as the Bonds and the other Bonds Similarly Secured, and shall in all respects be of equal dignity. The Additional Bonds may be issued in one or more series provided, however, that no Additional Bonds, shall be issued unless and until the following conditions have been met:

(i) Except for a refunding to cure a default, BCRUA is not then in default as to any covenant, condition or obligation prescribed in the resolutions authorizing the issuance of the Bonds Similarly Secured or the Contract (including any amendment or supplement thereto) and the funds under the resolution authorizing the same contains the amounts then required to be therein;

(ii) A consulting engineer certifies to BCRUA the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the BCRUA Project as now or hereafter defined in the Contract; provided, however this certification shall not be necessary for the issuance of any refunding bonds;

(iii) Leander, shall have approved the resolution(s) authorizing the issuance of the Additional Bonds as to form and content and acknowledged that the payment of principal of and interest on such Additional Bonds is payable, in whole or in part, from the Bond Payments to be made to BCRUA under and pursuant to the Contract;

(iv) The resolution authorizing the issuance of the Additional Bonds provides for deposits to be made to the Debt Service Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as the same become due; and

(v) Based upon an opinion of legal counsel to BCRUA that there are legal, valid and bindings contracts then in effect pursuant to which Leander and others, if any, which are parties to such contracts are obligated to make payments to BCRUA during each fiscal year (including periods when services of the BCRUA Project may not be available to such contracting parties and others) in such amounts as shall be necessary to provide to BCRUA sufficient funds to pay when due all principal and interest on all Bonds, Additional Bonds and other Bonds Similarly Secured to be Outstanding after the issuance of the proposed Additional Bonds.

The Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the Board of BCRUA may deem to be in the best interest of BCRUA; provided, however, such refunding bonds do not have to comply with paragraph (ii) of this Section 14.

Section 15. SPECIAL PROJECT BONDS. BCRUA further reserves the right to issue bonds in one or more installments for the purchase, construction, improvement, extension, replacement, enlargement or repair of utility facilities necessary under a contract or contracts with persons, corporations, municipal corporations, political subdivisions, or entities including Leander,

such bonds to be payable from and secured by the proceeds of such contract or contracts (other than the Contract). BCRUA further reserves the right to refund such bonds and secure the payment of the debt service requirements on the refunding bonds in the same manner or as otherwise permitted by the laws of the State.

Section 16. MAINTENANCE OF BCRUA PROJECT - INSURANCE. BCRUA covenants, agrees, and affirms its covenants that while the Bonds Similarly Secured remain outstanding it will maintain and operate the BCRUA Project with all possible efficiency and maintain casualty and other insurance on the properties of the BCRUA Project and its operations of a kind and in such amounts customarily carried by municipal corporations in the State engaged in a similar type of business (which must be in an amount sufficient to protect the interests of the Registered Owners of the Bonds Similarly Secured in the BCRUA Project); and that it will faithfully and punctually perform all duties with reference to the BCRUA Project required by the laws of the State. All money received from losses under such insurance policies, other than public liability policies, shall be retained for the benefit of the Registered Owners of the Bonds Similarly Secured until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses of the BCRUA Project. Nothing in this Resolution shall be construed as requiring BCRUA to expend any funds which are derived from sources other than the operation of the BCRUA Project but nothing herein shall be construed as preventing BCRUA from doing so.

Section 17. RECORDS AND ACCOUNTS - ANNUAL AUDIT. BCRUA covenants, agrees, and affirms its covenants that so long as any of the Bonds Similarly Secured remain Outstanding, it will keep and maintain separate and complete records and accounts pertaining to the operations of the BCRUA Project in which complete and correct entries shall be made of all transactions relating thereto as provided by applicable law. The Registered Owners of any Bonds Similarly Secured or any duly authorized agent or agents of such Registered Owners shall have the right to inspect the BCRUA Project and all properties comprising the same. BCRUA further agrees that following (and in no event later than six (6) months after) the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. BCRUA will provide such the annual audit performed by an independent firm of Certified Public Accountants as set forth in Section 30 of this Resolution. Expenses incurred in making the annual audit of the operations of the BCRUA Project are to be regarded as Maintenance and Operating Expenses of the BCRUA Project.

Section 18. SALE OR ENCUMBRANCE OF BCRUA PROJECT. While any Bonds remain Outstanding, BCRUA will not sell, dispose of or further encumber the BCRUA Project or any substantial part thereof; provided, however, that this provision shall not prevent BCRUA from (i) pledging the Bond Payments to Additional Bonds or Special Project Bonds as set forth in Sections 14 and 15 of this Resolution or (ii) disposing of any part of the BCRUA Project which is being replaced or is deemed by BCRUA to be obsolete, worn out, surplus or no longer needed for the proper operation of the BCRUA Project. Any agreement pursuant to which the BCRUA contracts with a person, corporation, municipal corporation or political subdivision to operate the

BCRUA Project or to lease and/or operate all or part of the BCRUA Project shall not be considered as an encumbrance of the BCRUA Project; provided, however, no such agreement shall impair the pledge and lien on the Bond Payments.

Section 19. COMPETITION. To the extent it legally may, BCRUA will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the BCRUA Project and will prohibit the operation of any such competing facilities.

Section 20. SPECIAL COVENANTS. BCRUA further covenants and agrees that: (a) **Title.** BCRUA lawfully owns or will own and is or will be lawfully possessed of the lands or easements upon which its BCRUA Project is and will be located, and has or will purchase good and indefeasible estate in such lands in fee simple, or has or will lawfully obtain any necessary easements to operate the BCRUA Project, and it warrants that it has or will obtain and will defend, the title to all the aforesaid lands and easements for the benefit of the Registered Owners of the Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Bond Payments to the payment of the Bonds Similarly Secured, in the manner prescribed herein, and that it has lawfully exercised such rights.

(b) **Liens.** BCRUA will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or its BCRUA Project, and it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge upon its BCRUA Project, provided, however, that no such tax, assessment, or charge, and that no such claims which might be or other lien or charge, shall be required to be paid while the validity of the same shall be contested in good faith by BCRUA.

(c) **Performance.** BCRUA will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the resolutions authorizing the issuance of Bonds Similarly Secured, and in each and every of the Bonds Similarly Secured and pay from the Bond Payments the principal of and interest on every Bonds Similarly Secured on the dates and in the places and manner prescribed in such resolutions and Bonds Similarly Secured; and that it will, at the times and in the manner prescribed, or cause to be deposited from the Bond Payments the amounts required to be deposited into the Debt Service Fund; and the Registered Owners of the Bonds Similarly Secured may require BCRUA, its officials, agents, and employees to carry out, respect, or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of Bonds Similarly Secured, as the case may be, including, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against BCRUA, its officials, agents, and employees.

(d) **Legal Authority.** BCRUA is duly authorized under the laws of the State to issue the Bonds Similarly Secured; that all action on its part for the authorization and issuance of the Bonds Similarly Secured has been duly and effectively taken, and the Bonds Similarly Secured in the hands of the Registered Owners thereof are and will be valid and enforceable special obligations of BCRUA in accordance with their terms payable solely from the Bond Payments.

(e) **Budget.** BCRUA will prepare, adopt, and place into effect an annual budget (the "Annual Budget") for Maintenance and Operation Expenses of the BCRUA Project for each Fiscal Year, including in each Annual Budget such items as are customarily and reasonably contained in a utility system budget under generally accepted accounting procedures.

(f) **Permits.** BCRUA will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the BCRUA Project and which have been obtained from any governmental agency; and BCRUA has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the BCRUA Project.

Section 21. LIMITED OBLIGATIONS OF BCRUA. The Bonds Similarly Secured are limited, special obligations of BCRUA payable from and equally and ratably secured solely by a lien on and pledge of the Bond Payments, and the Registered Owners thereof shall never have the right to demand payment of the principal of or interest on the Bonds Similarly Secured from any funds raised or to be raised through taxation by Leander or BCRUA.

Section 22. DEFAULT AND REMEDIES. (a) **Events of Default.** Each of the following occurrences or events for the purpose of this Resolution is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of BCRUA, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Resolution, and, if such default is capable of cure, the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to BCRUA; or

(iii) a default by Leander under the Contract.

(b) **Remedies for Event of Default.**

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against BCRUA, or any official, officer or employee of BCRUA in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Resolution, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies. The Registered Owners are third party beneficiaries to the Contract with the

ability to enforce the provisions of the Contract for such period that a default exists under the Contract.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then Outstanding.

(iii) As long as an Insurer is not in payment default on the related Insurance Policy for the Bonds, the Insurer shall be deemed to be the sole Registered Owner of such Bonds insured by it for purposes of enforcing remedies in the Event of Default under this Resolution.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Resolution, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Resolution.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Resolution, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Resolution do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of BCRUA or the Board.

(iv) None of the members of the Board of Directors, nor any other official or officer, agent, or employee of BCRUA, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Resolution, or because of any Event of Default or alleged Event of Default under this Resolution.

Section 23. AMENDMENT OF RESOLUTION. (a) ***Amendments Without Consent.*** This Resolution and the rights and obligations of BCRUA and of the Registered Owners of the Bonds may be modified or amended at any time without notice to or the consent of any Registered Owner of the Bonds or any Bonds Similarly Secured, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of BCRUA contained in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon BCRUA in this Resolution;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Resolution, upon receipt by BCRUA of an opinion of counsel, that the same is needed for such purpose, and will more clearly express the intent of this Resolution;

(iii) To supplement the security for the Bonds, replace or provide additional Credit Agreement, or change the form of the Bonds or make such other changes in the provisions hereof as BCRUA may deem necessary or desirable and which shall not, in the judgment of BCRUA, materially adversely affect the interests of the owners of the Outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of BCRUA, materially adversely affect the interests of the owners of the Outstanding Bonds;

(v) To make such changes, modifications or amendments as are permitted by Section 30(c) of this Resolution;

(vi) To make such other changes in the provisions hereof as BCRUA may deem necessary or desirable and which shall not, in the judgment of BCRUA, materially adversely affect the interests of the owners of the Outstanding Bonds; or

(vii) To assign the Contract to a trustee.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Resolution, the Registered Owners of Outstanding Bonds aggregating 51% in Outstanding principal amount shall have the right to approve any amendment, other than amendments described in Subsection (a) of this Section, to this Resolution which may be deemed necessary or desirable by BCRUA; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Resolution or in the Bonds so as to:

- (1) Make any change in the maturity of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by the Outstanding Bonds;
- (3) Reduce the amount of the principal payable on the Outstanding Bonds;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the owners of less than all Bonds then Outstanding; or
- (6) Change the minimum percentage of the Outstanding principal amount of Bonds necessary for consent to such amendment.

(c) **Notice.** (i) If at any time BCRUA shall desire to amend this Resolution other than pursuant to Section 23(a) of this Resolution, BCRUA shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York or the State including in the Texas Bond Reporter once during each calendar week for at least two (2) successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all owners of Bonds. Such publication is not required, however, if BCRUA gives or causes to be given such notice in writing to each Registered Owner of Bonds.

(ii) In the event a Rating Agency maintains a rating on the Bonds, copies of any modification or amendment to this Resolution shall be sent to such Rating Agency, as applicable, at least ten (10) days prior to the effective date thereof.

(d) **Receipt of Consents.** Whenever at any time not less than thirty (30) days, and within one (1) year, from the date of the first publication of said notice or other service of written notice of the proposed amendment BCRUA shall receive an instrument or instruments executed by all of the owners or the owners of at least 51% in Outstanding principal amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, BCRUA may adopt the amendatory resolution in substantially the same form.

(e) **Effect of Amendments.** Upon the adoption by BCRUA of any resolution to amend this Resolution pursuant to the provisions of this Section, this Resolution shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of BCRUA and all the owners of then Outstanding Bonds and all future Bonds shall thereafter be determined, exercised, and enforced under the resolution and this Resolution, as amended.

(f) **Consent Irrevocable.** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication or other service of the notice provided for in this Section and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and BCRUA, but such revocation shall not be effective if the owners of 51% in Outstanding principal amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) **Ownership.** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Registration Books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

(h) **Insurer Consent.** Notwithstanding the foregoing provisions of this Section, so long as any Insurer is not in payment default under its policy, no amendment or supplement to this Resolution may become effective except upon obtaining the prior written consent of any such Insurer.

Section 24. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) **Covenants.** BCRUA covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "IRS Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, BCRUA covenants as follows for all Bonds issued as Tax-Exempt Bonds:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the IRS Code or, if more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by BCRUA, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the IRS Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the IRS Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the IRS Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the IRS Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the IRS Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the IRS Code) which produces a

materially higher yield over the term of the Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten (10) percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the IRS Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the IRS Code and to pay to the United States of America, not later than sixty (60) days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the IRS Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) ***Rebate Fund.*** In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by BCRUA for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the IRS Code.

(c) ***Proceeds.*** BCRUA understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of BCRUA that the covenants contained herein are intended to assure compliance with the IRS Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated

which modify or expand provisions of the IRS Code, as applicable to the Bonds, BCRUA will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the IRS Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, BCRUA agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the IRS Code. In furtherance of such intention, BCRUA hereby authorizes and directs the BCRUA Representative to execute any documents, certificates or reports required by the IRS Code and to make such elections, on behalf of BCRUA, which may be permitted by the IRS Code as are consistent with the purpose for the issuance of the Bonds.

(d) ***Disposition of Project.*** BCRUA covenants that the property constituting the BCRUA Project will not be sold or otherwise disposed in a transaction resulting in the receipt by BCRUA of cash or other compensation, unless BCRUA obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, BCRUA shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) ***Taxable Bonds.*** In connection with the issuance of any Taxable Bonds, the BCRUA Representative may establish additional accounts or funds as necessary to distinguish Taxable Bond proceeds from Tax-Exempt Bond proceeds.

Section 25. RESOLUTION TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between BCRUA and the Registered Owners from time to time of the Bonds and the pledge made in this Resolution by BCRUA and the covenants and agreements set forth in this Resolution to be performed by BCRUA shall be for the equal and proportionate benefit, security, and protection of all Registered Owners, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Resolution.

Section 26. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 27. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BOND, whenever under the terms of this Resolution or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 28. LIMITATION OF BENEFITS WITH RESPECT TO THE RESOLUTION. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Resolution or the Bonds is intended or should be construed to confer upon or give to any person other than BCRUA, the Registered Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Resolution and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of BCRUA, the Registered Owners, and the Paying Agent/Registrar as herein and therein provided.

Section 29. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE. BCRUA Representative is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State. The BCRUA Representative is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds as permitted by Chapter 1202, Texas Government Code, in which case the BCRUA Representative also is authorized to request the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The BCRUA Representative is hereby authorized to execute the engagement letter submitted herewith for McCall, Parkhurst & Horton L.L.P. to serve as BCRUA's Bond Counsel for the issuance of the Bonds. The approving legal opinion of BCRUA's Bond Counsel and the assigned CUSIP numbers may, at the option of BCRUA, be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. The preamble to this Resolution is hereby adopted and made a part of this Resolution for all purposes. If insurance is obtained on any of the Bonds, the Bonds shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 30. COMPLIANCE WITH RULE 15c2-12. (a) *Annual Reports.* BCRUA shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each Fiscal Year, financial information and operating data with respect to BCRUA including financial statements of the BCRUA as determined by the BCRUA Representative at the time the Bonds are sold. The Award Certificate shall specify such financial and operating data of the general type included in the final Official Statement authorized by Section

33 or this Resolution. Any financial statements to be so provided shall be prepared in accordance with generally accepted auditing standards by a certified public account or licensed public accountant or such other accounting principles as BCRUA may be required to employ from time to time pursuant to state law or regulation. BCRUA shall commission an annual audit of such statements and if the audit is completed within the period during which they must be provided, a copy of such audit also shall be provided in accordance with the Rule. If such audit of such financial statements is not complete within such period, then BCRUA shall provide unaudited financial statements within the required time period and audited financial statements for the applicable fiscal year to the MSRB, when the audit report on such statements become available.

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

(b) **Event Notices.** BCRUA shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of BCRUA;
- (13) The consummation of a merger, consolidation, or acquisition involving BCRUA or the sale of all or substantially all of the assets of BCRUA, other than in the ordinary course of

business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of BCRUA, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of BCRUA, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of BCRUA, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for BCRUA in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of BCRUA, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of BCRUA in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of BCRUA, and (b) BCRUA intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

BCRUA shall file notice with the MSRB, in a timely manner, of any failure by BCRUA to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) ***Limitations, Disclaimers, and Amendments.*** BCRUA shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, BCRUA remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that BCRUA in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. BCRUA undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of BCRUA's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. BCRUA makes

no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL BCRUA BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY BCRUA, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by BCRUA in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of BCRUA under federal and state securities laws.

Notwithstanding the provisions of Section 23 of this Resolution, the provisions of this Section 30 of this Resolution may be amended by BCRUA from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of BCRUA, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with BCRUA (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. BCRUA may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and BCRUA also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If BCRUA so amends the provisions of this Section, BCRUA shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 31. APPLICATION OF BOND PROCEEDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the BCRUA Representative as follows: (i) any underwriting discount or fees may be retained by and/or wired directly to such parties; (ii) any accrued interest shall be deposited to the Debt Service Fund as provided in Section 10; (iii) an amount sufficient to provide for the refunding of the Refunded Obligations shall be deposited with the Escrow Agent pursuant to the Escrow Agreement to refund the Refunded Obligations; and (iv) an amount sufficient to pay the remaining costs of issuance of the Bonds shall be deposited to a bond proceeds account, if needed, to be used for such purpose.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited to the Debt Service Fund as provided in Section 10 and applied to the payment of interest on the Bonds.

Section 32. DEFEASANCE PROVISIONS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Resolution, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by BCRUA with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Bond Payments as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter BCRUA will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Bond.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this

Resolution. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of BCRUA also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to BCRUA.

(c) Notwithstanding any provision of any other Section of this Resolution which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and BCRUA shall make proper arrangements to provide and pay for such services as required by this Resolution.

(d) Notwithstanding anything elsewhere in this Resolution, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, BCRUA retains the right under State law to later call that Defeased Bond for redemption in accordance with the provisions of this Resolution, BCRUA may call such Defeased Bond for redemption upon complying with the provisions of State law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 33. ESCROW AGREEMENT; REDEMPTION OF REFUNDED OBLIGATIONS; OFFICIAL STATEMENT. (a) *Escrow Agreement.* The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement in substantially the form and substance presented to BCRUA set forth in Exhibit "E" in connection with the approval of this Resolution with such changes as are acceptable to the BCRUA Representative, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for BCRUA by the underwriters or purchasers, (b) to maximize the present value savings of the refunding and/or to minimize the costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Resolution; and, the BCRUA Representative is hereby authorized to select the Escrow Agent and execute and deliver such Escrow Agreement, on behalf of BCRUA, in multiple counterparts.

(b) ***Redemption Prior to Maturity of Refunded Obligations.*** To maximize the present value savings and to minimize the costs of refunding, BCRUA hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Award Certificate, and the BCRUA Representative is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

(c) ***Purchase of Defeasance Securities.*** The BCRUA Representative and the Escrow Agent are each hereby authorized (i) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved and (ii) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

(d) ***Official Statement.*** The BCRUA Representative is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12. BCRUA further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters or initial purchasers in final form, with such changes therein or additions thereto as the BCRUA Representative executing the same may deem advisable, such determination to be conclusively evidenced by his or her execution thereof.

Section 34. FURTHER PROCEDURES. The President of the Board, the BCRUA Representative, and all other officers, employees, and agents of the Board, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of BCRUA all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith. The BCRUA Representative is authorized to sign this Resolution.

Section 35. DTC LETTER OF REPRESENTATION. BCRUA approves execution by the BCRUA Representative and delivery to DTC of a "Blanket Letter of Representations" with respect to the utilization by BCRUA of DTC's book-entry-only system and BCRUA intends to utilize such book-entry-only system in connection with the Bonds.

Section 36. BOND INSURANCE. (a) In connection with the sale of the Bonds, BCRUA may obtain municipal bond insurance policies from one or more municipal bond insurers (the "Insurer") to guarantee the full and complete payment required to be made by or on behalf of BCRUA on some or all of the Bonds as determined by the BCRUA Representative. The BCRUA Representative is hereby authorized to sign a commitment letter with the Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds

of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies of a statement describing such insurance, in form and substance satisfactory to the Insurer and the BCRUA Representative, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Resolution.

(b) As long as an Insurer is not in default on the related Insurance Policy for the Bonds, the Insurer of a Series shall be deemed to be the sole Registered Owner of such Bonds insured by it for all purposes of this Resolution.

Section 37. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions which are in conflict or inconsistent with this Resolution are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 38. PUBLIC NOTICE. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Resolution was adopted; that this Resolution would be introduced and considered for adoption at said meeting; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 39. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Resolution or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Board or any officer, agent, employee or representative of BCRUA in his or her individual capacity, and neither the directors, officers, agents, employees or representatives of BCRUA nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 40. CREDIT AGREEMENTS. To the extent permitted by law, BCRUA reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the BCRUA Representative that such Credit Agreements are in the best interest of BCRUA given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in this Resolution. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) debt secured by a pledge of the Bond Payments on parity with the Bonds Similarly Secured (ii) debt secured by an inferior lien secured by a pledge of the Bond Payments subordinate to the Bonds Similarly Secured or (iii) partially parity and partially inferior lien.

Section 41. ELECTRONIC SIGNATURES. The Mayor or Mayor Pro-Tem and the City Clerk hereby authorize the use of their electronic signatures in connection with the offering and sale of the Certificates and hereby authorize the City's Financial Advisor, City Attorney and

Bond Counsel to use such electronic signatures in connection with the offering and sale of the Certificates.

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PASSED AND ADOPTED on this March 25, 2026.

**BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.**

BCRUA Representative

EXHIBIT A – Definitions
EXHIBIT B – Form of Award Certificate
EXHIBIT C – Form of Bond
EXHIBIT D – Paying Agent/Registrar Agreement
EXHIBIT E – Escrow Agreement

[Signature Page]

EXHIBIT A

DEFINITIONS

As used in this Resolution, the following terms and expressions shall have the meanings set forth below, unless the text in this Resolution specifically indicates otherwise.

The term *Accreted Value* means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Award Certificate and the Accretion Table attached as an exhibit to the Award Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

The term *Accretion Table* means the exhibit attached to the Award Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

The term *Additional Bonds* shall mean the obligations issued in accordance with the terms and conditions prescribed in Section 14 hereof.

The term *Annual Payments* shall have the meaning given in the Contract.

The term *Authorized Denominations* shall mean with respect to the Bonds the denomination of \$5,000 or any integral multiple thereof.

The term *Average Annual Debt Service Requirements* shall mean that average amount which, at the time of computation, will be required to pay the Debt Service Requirements on all outstanding Bonds Similarly Secured when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Debt Service Requirement by the number of Fiscal Years then remaining before Stated Maturity of such Bonds Similarly Secured. For purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from Bond proceeds shall be excluded in making the aforementioned computation.

The term *Award Certificate* shall mean the Certificate executed by the BCRUA Representative in connection with the Bonds that establishes the terms of the Bonds issued pursuant to Section 3 of this Resolution.

The term *BCRUA* shall mean Brushy Creek Regional Utility Authority, Inc. and any other public agency succeeding to the powers, rights, privileges and functions of BCRUA and, when appropriate, the Board of Directors of BCRUA.

The term *BCRUA Project* shall mean the “*System*” as defined in the Contract, which means, collectively the Raw Water Delivery System, the Treatment System, and the Treated Water Distribution System as shown in Exhibit A to the Contract.

The term *BCRUA Project Costs* shall mean the “*System Costs*” as defined in the Contract, which means and includes, without limitation, the following costs incurred for the System by or on behalf of BCRUA or the Cities: (i) the cost of acquisition of the Land Interests, including appraisals, closing costs and title insurance policies; (ii) the cost of acquisition, construction, repair, replacement, improvement or decommissioning of the System, and any structure, item of equipment, or other item, used for, or in connection with, the System; (iii) the cost of site preparation of the Land Interests, including demolition or removal of structures and improvements as necessary or incident to completing the System; (iv) the cost of engineering, legal, architectural or other related services; (v) the preparation cost of plans, specifications, studies, surveys, cost estimates, and other expenses necessary or incident to planning, providing, or financing the System; (vi) the cost of machinery, equipment, furnishings, and facilities necessary or incident to placing the System in operation; (vii) finance charges and interest before, during, and after construction as permitted by the laws of the State; (viii) costs incurred in connection with financing the System, including, without limitation: (1) financing, legal, accounting, financial advisory, rating agency, and auditing fees, expenses and disbursements; (2) the cost of printing, engraving, and reproduction services; and (3) the cost of a trustee’s or paying agent’s initial or acceptance fee and subsequent fees; (ix) all costs, fees and expenses of litigation of all kinds; (x) the cost of property casualty and public liability insurance; (xi) the fees and costs of the underwriters as the anticipated purchasers of the Bonds; (xii) reimbursement of the costs previously incurred by and agreeable to the other Cities with respect to the System; and (xiii) other costs generally recognized as a part of System construction costs.

The term *BCRUA Representative* shall mean the General Manager of BCRUA or in his or her absence the President of the Board of BCRUA or such other person authorized by the Board to act as a BCRUA Representative.

The term *Bond Payments* shall mean the payments defined as “*Bond Payments*” within the Contract that BCRUA expects to receive from the City of Leander, Texas pursuant to the terms of the Contract.

The term *Bonds* shall mean and include collectively the Bonds issued and delivered pursuant to this Resolution and the Award Certificate for the Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term *Bond* shall mean any of the Bonds.

The term *Bonds Similarly Secured* shall mean the Outstanding Series 2017 Refunding Bonds, the Outstanding Series 2017 Bonds, the Outstanding Series 2018 Bonds, the Outstanding Series 2021 Bonds, the Outstanding Series 2022 Bonds, the Outstanding Series 2024 Bonds, the Outstanding Series 2025 Bonds, the Bonds issued pursuant to this Resolution, and any Additional Bonds hereafter issued by the BCRUA or bonds issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a lien on and pledge of the Bond Payments

The term *Business Day* shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term *Certified Public Accountant* shall mean an independent certified public accountant or firm of independent certified public accountants.

The term *Closing Date* shall mean the date of physical delivery of the Bonds issued pursuant to this Resolution for the payment in full by the initial purchaser thereof.

The term *Compounded Amount* means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

The term *Compounding Dates* means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Award Certificate.

The term *Contract* shall mean the "Amended and Restated Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority Water Treatment and Distribution System," dated as of April 23, 2025, which amended and restated the "Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project," dated as of September 2, 2008, and the subsequent amendments thereto.

The term *Credit Agreement* shall mean an insurance policy, a surety bond (including any supporting insurance agreement), a letter or line of credit or other type of enhancement issued in support of any Bonds Similarly Secured by a Credit Agreement Provider at the request of BCRUA.

The term *Credit Agreement Provider* shall mean (i) with respect to any Credit Agreement consisting of a policy of municipal bond insurance or a surety bond, an issuer of policies of insurance insuring the timely payment of scheduled debt service on governmental obligations such as the Bonds Similarly Secured, provided that a Rating Agency having an outstanding rating on the Bonds Similarly Secured would rate the Bonds Similarly Secured upon delivery of the Bonds Similarly Secured fully insured by a standard policy issued by the issuer in its highest generic rating category for such obligations; and (ii) with respect to any Credit Agreement consisting of a letter or line of credit, any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds Similarly Secured would rate the Bonds Similarly Secured in one of its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Bonds Similarly Secured and the interest thereon.

The term *Current Interest Bonds* means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Award Certificate.

The term *Debt Service Fund* shall mean the special fund or account created and established by the provisions of Section 10 of this Resolution.

The term *Debt Service Requirements* shall mean as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by BCRUA as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest calculated by (a) either (i) an interest rate equal to the average rate borne by such Bonds (or by comparable debt in the event that such Bonds have not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, (ii) if the Bonds bear interest at tax-exempt rates, an interest rate equal to the 24 month average of the Index (as most recently published in The Bond Buyer), unless such index is no longer published in The Bond Buyer, in which case the index to be used in its place shall be that index which the BCRUA Representative determines most closely replicates such index as set forth in a certificate of a BCRUA Representative, (iii) if the Bonds bear interest at taxable rates, an interest rate equal to the rate of the 30 day London Interbank Offered Rate, (iv) that interest rate which, in the judgment of the BCRUA Representative, based, to the extent possible, upon an accepted market index which corresponds with the provisions of the subject Bonds, is the average rate anticipated to be in effect with respect to such Bonds or (v) that interest rate which, in the judgment of the BCRUA Representative, based upon the interest rate methodology in the applicable Credit Agreement if calculating payments under a Credit Agreement, is the average rate anticipated to be in effect; and (b) that the debt service of such bonds is amortized such that annual debt service is substantially level over the remaining stated life of such bonds, and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

The term *Defeasance Securities* shall mean (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law in existence at the time of such defeasance that may be used to defease obligations such as the Bonds. The foregoing notwithstanding, the BCRUA Representative may elect in the Award Certificate to modify this definition of "Defeasance Securities" by eliminating any securities or obligations set forth in the preceding sentence upon determining that it is in the best interests of BCRUA to do so.

The term *Depository* shall mean an official depository bank of BCRUA.

The term *Designated Trust Office* shall have the meaning ascribed to said term in Section 5(b) of this Resolution.

The term *DTC* shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term *DTC Participant* shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term *Escrow Agent* means the financial institution selected by the BCRUA Representative to perform such function in the Award Certificate or any successor escrow agent under the Escrow Agreement.

The term *Escrow Agreement* means the agreement by and between BCRUA and the Escrow Agent relating to the refunding of the Refunded Obligations.

The term *Federal Securities* shall mean direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

The term *Financial Obligation* shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The term *Fiscal Year* shall mean the twelve-month accounting period used by BCRUA in connection with the operation of the BCRUA Project, currently ending on September 30th of each year, which may be any twelve consecutive month period established by BCRUA, but in no event may the Fiscal Year be changed more than one time in any three-calendar year period.

The term *Fitch* shall mean Fitch Investors Service, L.P., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency designated by BCRUA.

The term *Interest Payment Date* shall mean the date semiannual interest is payable on the Bonds, while any of the Bonds remain Outstanding as established in the Award Certificate.

The term *IRS Code* shall mean the Internal Revenue Code of 1986, as amended.

The term *Land Interests* shall mean the fee simple interests and/or the easements, right-of-way and other interests in real property necessary for the acquisition, construction and operation of the BCRUA Project.

The term *Maintenance and Operation Expenses* shall mean the expenses necessary to provide for the administration, efficient operation and adequate maintenance of BCRUA's System, including the cost of purchasing water, paying necessary wages, salaries, and benefits, the acquisition of property and materials necessary to maintain the System in good condition and to operate it efficiently, together with such other costs and expenses as may now or hereafter be defined by law as proper maintenance and operation expenses of the System, including Operation and Maintenance Expenses (as defined in the Contract).

The term *Maturity* shall mean the date on which the principal of a Bond becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption or otherwise.

The term *Moody's* shall mean Moody's Investors Service, Inc., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency designated by BCRUA.

The term *MSRB* shall mean the Municipal Securities Rulemaking Board.

The term *Outstanding* shall mean when used in this Resolution with respect to Bonds Similarly Secured means, as of the date of determination, all Bonds Similarly Secured of any series issued and delivered pursuant to this Resolution or the resolution authorizing such Bonds Similarly Secured, as the case may be, except:

- (1) those Bonds Similarly Secured canceled by the applicable Paying Agent/Registrar or delivered to the applicable Paying Agent/Registrar for cancellation;
- (2) those Bonds Similarly Secured for which payment has been duly provided by BCRUA in accordance with the provisions of Section 32 of this Resolution (or similar provisions of a resolution authorizing other Bonds Similarly Secured) by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Defeasance Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such Bonds Similarly Secured are to be redeemed, notice of redemption thereof shall have been duly given pursuant to this Resolution or irrevocably provided to be given to the satisfaction of the applicable Paying Agent/Registrar, or waived; and
- (3) those Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds Similarly Secured have been registered and delivered in lieu thereof as provided in Section 5(f) of this Resolution (or similar provisions of a resolution authorizing other Bonds Similarly Secured).

The terms *Paying Agent/Registrar*, *Paying Agent* or *Registrar* shall mean the agent selected by the BCRUA Representative to perform such function in the Award Certificate or any successor agent under the Paying Agent/Registrar Agreement

The term *Premium Compound Interest Bonds* means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Award Certificate.

The term *Rating Agencies* shall mean S&P, Moody's and/or Fitch according to which of such rating agencies then rates the Bonds Similarly Secured of the applicable series; and provided that if no such rating agency then rates any series of Bonds Similarly Secured of such series, the term "*Rating Agency*" shall refer to any national rating agency (if any) which provides such rating.

The term *Raw Water Delivery System* shall mean: (a) the deep-water intake and pumping system in Lake Travis, (b) the tunnel to deliver raw water from the intake system to the raw water pumping station, (c) the raw water pumping station, (d) the line(s) to deliver 26.9 mgd of raw water to the Cedar Park Water Treatment Plant, (e) the line(s) to deliver 12.0 mgd of raw water to the Leander Sandy Creek Water Treatment Plant, and (f) the line(s) to deliver 105.8 mgd of raw water to the Brushy Creek Water Treatment Plant.

The term *Record Date* shall mean, with respect to the Bonds, the Business Day of each month as set forth in the Award Certificate.

The term *Refunded Obligations* means those Refundable Obligations designated by the BCRUA Representative in the Award Certificate to be refunded.

The term *Refundable Obligations* means the Outstanding Series 2016 Bonds.

The term *Registration Books* shall mean the books or records relating to the registration, payment and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5 of this Resolution.

The term *Registered Owner* shall mean the entity or person in whose names any of the Bonds are registered in the Registration Books.

The term *Resolution* shall mean this resolution adopted by the Board on March 25, 2026.

The term *Leander* means the City of Leander, Texas, a home-rule municipality.

The term *Leander System* shall mean the combined water and wastewater system of Leander together with all future extensions, improvements, enlargements, and additions thereto, including, to the extent permitted by law, storm sewer and drainage and/or reclaimed water systems which are integrated with the waterworks or wastewater disposal system, and all replacements thereof, provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term Leander System shall not include any waterworks or wastewater facilities which are declared by Leander not to be a part of the Leander System and which are

hereafter acquired or constructed by Leander with the proceeds from the issuance of "Special Facilities Bonds," which are not secured by or payable from the net revenues of the Leander System, but which are secured by and are payable solely from special contract revenues, or payments received from Leander or any other legal entity, or any combination thereof, in connection with such facilities; and such revenues or payments shall not be considered as or constitute gross revenues of the Leander System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such "Special Facilities Bonds."

The term *Leander Utility Bonds* shall mean the bonds, notes or other obligations issued by Leander secured by a lien on and pledge of the net revenues of the Leander System or any part thereof regardless of lien priority including such bonds, notes or other obligations now or hereafter outstanding.

The term *Rule* shall mean SEC Rule 15c2-12, as amended from time to time.

The term *S&P* shall mean S&P Global Ratings, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *S&P* shall be deemed to refer to any other nationally recognized securities rating agency designated by BCRUA.

The term *SEC* shall mean the United States Securities and Exchange Commission.

The term *Series 2017 Refunding Bonds* shall mean the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2017."

The term *Series 2017 Bonds* shall mean the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2017."

The term *Series 2018 Bonds* shall mean the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2018."

The term *Series 2021 Bonds* shall mean the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2021."

The term *Series 2022 Bonds* shall mean the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2022."

The term *Series 2024 Bonds* shall mean the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024."

The term *Series 2025 Bonds* shall mean the "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2025."

The term *Special Project Bonds* shall mean obligations which BCRUA expressly reserves the right to issue in Section 15 of this Resolution.

The term *State* shall mean the State of Texas.

The term *Stated Maturity* shall mean, when used with respect to the Bonds, the scheduled maturity or mandatory sinking fund redemption date of a series of the Bonds.

The term *Taxable Bonds* means Bonds bearing interest at a taxable rate.

The term *Tax-Exempt Bonds* shall mean Bonds bearing interest which is excludable from gross income for Federal taxation purposes pursuant to section 103 of the Code.

The term *Treatment System* shall mean: (a) the BCRUA Water Treatment Plant, including the administration building, (b) the on-site water storage tank(s), and (c) the related facilities.

The term *Treated Water Distribution System* shall mean: (a) the distribution lines, valves, meters, and related facilities to deliver treated water to the respective City Systems for the Cities.

EXHIBIT B

FORM OF AWARD CERTIFICATE

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the BCRUA Representative.)

AWARD CERTIFICATE OF THE BCRUA REPRESENTATIVE

COUNTIES OF WILLIAMSON AND TRAVIS
STATE OF TEXAS

§
§

The undersigned, General Manager, acting as the BCRUA Representative of the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), in connection with "A Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the Issuance of "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2026"; Establishing the Procedures for Selling and Delivering the Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds" (the "Resolution") adopted by BCRUA on March 25, 2026, do hereby certify the following:

1. Capitalized terms not otherwise defined herein have the meaning assigned in the Resolution and the Bond Purchase Agreement dated of even date herewith between the BCRUA and _____ acting on its own behalf and on behalf of the other underwriters listed therein (the "Underwriters").

2. This certificate is executed for and on behalf of BCRUA and for the benefit of the Attorney General of the State of Texas and the Underwriters as the purchasers of the bonds entitled "Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2026," in the aggregate principal amount of \$ _____ (the "Series 2026 Bonds") authorized by the Resolution.

3. This certificate is the Award Certificate of the BCRUA Representative as required by Section 3 of the Resolution. The City Council of the City of Leander, Texas has approved the Resolution in accordance with Section 3(b) of the Resolution.

4. The Series 2026 Bonds are hereby sold to the Underwriters at the purchase price set forth in the Bond Purchase Agreement. Pursuant to Section 3(c) of the Bond Ordinance, the Series 2026 Bonds are being sold on a negotiated basis to assure that the Series 2026 Bonds are sold on the terms most advantageous for BCRUA. The terms of the Series 2026 Bonds are in BCRUA's best interest. The terms and provisions of the Bond Purchase Agreement are hereby approved in accordance with Section 3(c) of the Resolution. The terms of the Series 2026 Bonds are further shown in Exhibit "A".

5. Proceeds of the Series 2026 Bonds are in an amount sufficient to refund the Refunded Obligations set forth in Exhibit "B" hereto and to pay the costs of issuing the Series 2026 Bonds. The Refunded Obligations shall be subject to redemption as set forth in Exhibit "B".

6. The issuance of the Series 2026 Bonds is in the best interest of BCRUA and produces a net present value debt service savings of \$ _____ (_____ % of the Refunded Obligations) and a gross debt service savings of \$ _____. Attached hereto as Exhibit "C" is a schedule illustrating the present value savings to be realized by BCRUA as a result of the refunding of the Refunded Obligations by the issuance of the Series 2026 Bonds.

7. In consultation with, and reliance upon the advice of the financial advisor for BCRUA, I hereby find that the terms of sale are the most advantageous reasonably available on the date and time of the pricing of the Series 2026 Bonds given the then existing market conditions and the terms of sale on such date and time.

8. The price to be paid by the Underwriters for the Series 2026 Bonds is not less than 90% of the aggregate original principal amount thereof plus accrued interest to the date of delivery of the Series 2026 Bonds. None of the Series 2026 Bonds bear interest at an interest rate greater than the maximum authorized by law. Additionally, all of the requirements of Sections 3(a) and 3(b) of the Resolution have been met. The \$ _____ of reoffering premium derived from the Series 2026 Bonds is allocated as follows: (i) \$ _____ to the Underwriters' discount, (ii) \$ _____ to the remaining costs of issuance of the Series 2026 Bonds and (iii) \$ _____ to the escrow for the Refunded Obligations

9. The Series 2026 Bonds shall (i) mature in the years and in the principal amounts and be subject to redemption as set forth in Exhibit "A", (ii) bear interest at the rates for each such maturity and such interest shall be payable on the dates set forth in Exhibit "A" and in the Resolution, and (iii) have the other terms and provisions, all as provided in Exhibit "A" and in the Resolution. Each Series 2026 Bond shall reflect the terms set forth in Exhibit "A" and the provisions in the Form of Bond set forth in the Resolution.

10. The Record Date for the interest payable on the Series 2026 Bonds on any interest payment date means the close of business on the fifteenth day of the month preceding such interest payment date.

11. The Preliminary Official Statement dated _____, 2026, has been received by the undersigned and is hereby approved and deemed final as of its date (subject to the permissible omissions described in Rule 15c2-12) and the preparation and distribution of the final Official Statement is hereby approved.

12. Pursuant to Section 30 of the Resolution, BCRUA agrees to provide annually to the MSRB, in an electronic format as prescribed by the MSRB, the updated financial information and operating data to the extent specified, by the times, subject to the exceptions noted, and as provided in the Resolution and the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION - Annual Reports."

13. [In accordance with the Resolution, I hereby determine that it is in the best interest of BCRUA to modify the definition of "Defeasance Securities" set forth in the Resolution to read as follows: "Defeasance Securities" means (i) Federal Securities and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.]

14. Pursuant to Section 5(a) of the Resolution, _____, has been selected as the Paying Agent/Registrar for the Series 2026 Bonds. Pursuant to Section 33 of the Resolution, _____, has been selected as the Escrow Agent for the Series 2026 Bonds.

[The Remainder of this Page is Intentionally Left Blank]

EXECUTED this ____ day of ____, 2026.

**BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.**

BCRUA Representative

EXHIBIT A

TERMS OF THE SERIES 2026 BONDS

\$ _____
**BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE REFUNDING BONDS,
(BRUSHY CREEK REGIONAL WATER TREATMENT
AND DISTRIBUTION PROJECT),
SERIES 2026**

GENERAL DESCRIPTION OF SERIES 2026 BONDS

The Series 2026 Bonds in the aggregate original principal amount of \$ _____ will be issued as serial bonds dated _____, 20__, in the original principal amounts for each maturity, maturing on the dates, bearing interest at the rates as set forth in the following Maturity Schedule.

MATURITY SCHEDULE

Interest accrues from: Issuance Date

Interest payable: _____ and _____ until maturity or redemption commencing _____, 20__.

<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>
\$	20__	%	\$	20__	%
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	
	20__			20__	

REDEMPTION PROVISIONS

Optional Redemption. On _____, 20__, or on any date thereafter, the Series 2026 Bonds of this series maturing on and after _____, 20__ may be redeemed prior to their scheduled maturities, at the option of BCRUA, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Bonds, or

portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

[Remainder of this Page Intentionally Left Blank]

EXHIBIT B

NOTICE OF REDEMPTION/DEFEASANCE **BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.**

NOTICE IS HEREBY GIVEN that the following obligations (the "Obligations") issued by the Brushy Creek Regional Utility Authority, Inc. (the "Issuer") have been defeased and called for redemption prior to their scheduled maturities on ____, 20__, at a price of par plus accrued interest to the date of redemption, to-wit:

Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2016, maturing on August 1 in each of the years 20__ through 20__, inclusive, aggregating \$_____ in principal amount.

<u>Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Redemption</u> <u>Date</u>	<u>CUSIP</u> <u>Number*</u>
20__	\$	%	August 1, 20__	117467 __

*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Obligations. The Issuer shall not be responsible for the selection or the correctness of the CUSIP numbers set forth herein.

The Obligations shall be redeemed on and shall no longer bear interest after the redemption date. Due provision for the payment of the obligations described above has been made with The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Bank"), and said obligations shall be presented for payment either in person or by mail, at the following address:

First Class/Registered/Certified Mail

The Bank of New York Mellon
Trust Company, N.A.
Transfers/Redemptions
500 Ross Street, Suite 625
Pittsburgh, PA 15262

By Overnight or Courier

The Bank of New York Mellon
Trust Company, N.A.
Transfers/Redemptions
500 Ross Street, Suite 625
Pittsburgh, PA 15262

By Hand

The Bank of New York Mellon
Trust Company, N.A.
Corporate Trust Window
500 Ross Street, Suite 625
Pittsburgh, PA 15262

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering the Obligations for redemption.

EXHIBIT C
DEBT SERVICE SAVINGS SCHEDULE

EXHIBIT C

FORM OF BOND

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the BCRUA Representative in the Award Certificate.)

**REGISTERED
NO. _____**

**REGISTERED
AMOUNT
\$ _____**

**UNITED STATES OF AMERICA
STATE OF TEXAS
BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF LEANDER, TEXAS CONTRACT REVENUE REFUNDING BOND
(BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION
PROJECT), SERIES 2026**

ISSUANCE DATE: STATED MATURITY INTEREST RATE: CUSIP NO.:
_____, 20__ _____, 20__ %

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ **DOLLARS**

The Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), a non-profit corporation of the State of Texas, with its principal office in Leander, Texas, for value received, hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the Issuance Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* of each year commencing _____*.

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the "Holder") upon presentation and surrender, at a corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

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. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. In addition, interest may be paid by such other method, acceptable to the Registered Owner, requested by, and at the risk and expense, of the Registered Owner.

This Bond is one of the series specified in its title dated as of _____, 2026, and issued in the aggregate principal amount of \$_____ (the "Bonds") pursuant to a resolution adopted by the governing body of BCRUA (the "Resolution"), to (i) REFUNDING THE REFUNDED OBLIGATIONS (ii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.

The Bonds stated to mature on and after _____* may be redeemed prior to their Stated Maturities, at the option of BCRUA, on _____*, or on any date thereafter, in whole or in part, and, if in part, BCRUA shall select and designate the maturity or maturities in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Resolution for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, BCRUA or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

The Bonds of this series are special obligations of BCRUA payable from and equally and ratably secured solely by a lien on and pledge of the Bond Payments received by BCRUA from the City of Leander, Texas pursuant to the provisions of the Contract. In the Resolution, BCRUA reserves and retains the right to issue Additional Bonds, without limitation as to principal amount but subject to any terms, conditions, or restrictions set forth in the Resolution or as may be applicable thereto under law or otherwise. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of BCRUA or BCRUA Project, except with respect to the Bond Payments. The Bonds are not obligations of the State of Texas.

The Holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Reference is hereby made to the Resolution, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description and nature of the Special Payments pledged for the payment of the Bonds; the terms and conditions under which BCRUA may issue Additional Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of BCRUA and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Resolution. Capitalized terms used herein have the same meanings assigned in the Resolution.

This Bond, subject to certain limitations contained in the Resolution, may be transferred on the Registration Books upon presentation and surrender at a corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

BCRUA and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither BCRUA nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from BCRUA. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address

of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding special obligation of BCRUA have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a lien on and pledge of the Bond Payments and as otherwise provided in this Resolution. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of BCRUA has caused this Bond to be duly executed with the manual or facsimile signature of the President of the Board and countersigned with the manual or facsimile signature of the Secretary of the Board and has caused the official seal of BCRUA to be duly impressed, or placed in facsimile, on this Bond.

BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.

President, Board of Directors

ATTESTED:

Secretary, Board of Directors

(SEAL)

C. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond Only.

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

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

THE STATE OF TEXAS §§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

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.

This Bond has been duly issued under the provisions of the within-mentioned Resolution; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____

as Paying Agent/Registrar

By: _____
Authorized Signature

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): _____

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for registration
thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed: _____

F. The Initial Bond of each series shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

i) immediately under the name of the Bond(s) the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below" and "CUSIP No." shall be deleted;

ii) the first two paragraphs shall read as follows:

The Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), a non-profit corporation of the State of Texas, with its principal office located in Round Rock, Texas, for value received, hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the _____* day of _____* in each of the years and in principal installments and bearing interest at per annum rates in accordance with the following schedule:

Principal <u>Amount</u>	Maturity (_____)	Interest <u>Rate</u>
----------------------------	---------------------	-------------------------

(Information to be inserted from Award Certificate)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the _____*, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____*, commencing _____* (the "Interest Payment Date").

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the Holder), upon its presentation and surrender, at a corporate trust office of _____, _____, _____ (the "Paying Agent/Registrar"). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

iii) the Initial Bond shall be numbered "T-1."

G. Insurance Legend. If an insurance policy is obtained by the initial purchasers of the Bonds or BCRUA for any Bonds, the definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the Insurer.

EXHIBIT "D"
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of _____, 2026 (this “Agreement”), by and between the Brushy Creek Regional Utility Authority, Inc. (the “Issuer”), a non-profit corporation created by and acting on behalf of the cities of Cedar Park, Texas; Leander, Texas; and Round Rock, Texas, and The Bank of New York Mellon Trust Company, N.A., a banking corporation duly organized and existing under the laws of the United States of America (the “Bank”).

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its \$_____ Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), 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 or about _____, 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 “Resolution” (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of the Securities and with respect to the transfer and exchange thereof as provided herein and in the “Resolution.”

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for political subdivisions, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

**ARTICLE TWO
DEFINITIONS**

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated office for payment of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" is Specialized Public Finance, Inc.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by an authorized representative, delivered to the Bank.

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

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

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

“Record Date” means for the interest payable on the Securities on any interest payment date the close of business on the fifteenth calendar day of the month preceding such interest payment date.

“Resolution” means the Resolutions of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary of the Board or any other officer of the Issuer and delivered to the Bank.

“Responsible Officer” when used with respect to the Bank means any managing director, vice president, senior associate, associate, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Resolution on which the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer no later than 10:00 a.m. Central Time on the applicable payment date, pay on behalf of the Issuer the principal of each Security at its Stated

Maturity or Redemption Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer no later than 10:00 a.m. Central Time on the applicable payment date, the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first-class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Resolution.

Section 3.03 Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, or the Treasury Regulations, the Bank shall report to or cause to be reported to the Holders and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Securities which is required to be reported by the Holders on their returns of federal income tax.

ARTICLE FOUR REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register"), and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank also agrees to keep a copy of the Security Register within the State of Texas. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

The Issuer shall provide an adequate inventory of printed Securities certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities certificates in safekeeping, which shall be not less than the level of care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that it maintains for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order or other notice of a legal proceeding and prior to the release or disclosure of any of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the same or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Resolution, to deliver and issue Securities certificates in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities certificates it has paid pursuant to Section 3.01, Securities certificates it has delivered upon the transfer or exchange of any Securities certificates pursuant to Section 4.01, and Securities certificates it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates pursuant to Section 4.06.

**ARTICLE FIVE
THE BANK**

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on an e-mail transmission of the closing memorandum acknowledged by the Issuer, the Issuer's Financial Advisor or other agent as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proven that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities certificates containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with legal counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon, provided that any such written advice or opinion is supplied to the Issuer by the Bank.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a segregated account to be held by the Bank solely for the benefit of the owners of the Securities to be used solely for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for such accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on the Bank's part, arising out of or in connection with the Bank's acceptance or administration of its duties hereunder, including the cost and expense incurred by the Bank in defending against any claim or from liability imposed on the Bank in connection with the Bank's exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the Travis County, Texas, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in Travis County, Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements,” effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09. No Boycott of Israel. The Bank is a Company as defined in Section 808.001(2) of the Texas Government Code, which means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit. The Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that the Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 5.10. No Terrorist Organization. The Bank is a Company as defined in Section 2270.0001(2) of the Texas Government Code, which means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that it is not identified on the lists prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 2252.153 or 2270.0201, Texas Government Code, as amended.

Section 5.11. No Discrimination Against Fossil-Fuel Companies. The Bank hereby verifies that it, and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the Bank, if any, does not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2276.002, Texas Government Code. As used in the foregoing verification, “boycott energy company” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company either (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (ii) does business with such a company, but “boycott energy company” does not include any such refusal, termination, or action made or taken for ordinary business purposes. The Bank understands the definition of

“boycott energy company” to exclude a refusal, termination, or action (a) done for an ordinary business purpose (including, without limitation, managing credit, regulatory, litigation, compliance, and/or operational risks), (b) done without regard to whether a prospective customer meets or exceeds federal or state environmental standards, or (c) both (i) not intended to penalize or inflict harm on a company because of its use of fossil fuel-based energy and (ii) not limiting commercial relations with any company in fact (due to the absence of demand for particular transactions, for example because they are effectively precluded by government regulation or by economic realities). As used in this Section 5.11, the Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

Section 5.12. No Discrimination Against Firearm Entities and Firearm Trade Associations. The Bank hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the Bank, if any, do not discriminate against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, (a) “discriminate against a firearm entity or firearm trade association” means to refuse to engage in the trade of any goods or services, or to refrain from continuing or terminate an existing business relationship, with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, but does not include any such action taken (i) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (ii) for a traditional business reason that is specific to the customer or potential customer and not based solely on the customer’s or potential customer’s status as a firearm entity or firearm trade association, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Bank understands the definition of “discriminate against a firearm entity or firearm trade association” to include a policy not to do business with any manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories, or ammunition or any firearm trade association because of its standing as such an entity, but not to include a customer qualification policy that takes into account customer-specific facts that are not common to all such manufacturers, distributors, wholesalers, suppliers, or retailers or all firearm trade associations (e.g., types of firearms manufactured and/or to whom they are sold) and is based on traditional business reasons (including, without limitation, managing credit, regulatory, litigation, compliance, and/or operational risks). As used in this Section 5.12, the Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under

common control with the Bank within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

Section 5.13. Survival of Representations. As used in the foregoing verifications, the Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding sections shall survive termination of the Agreement until the statute of limitations has run.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their respective successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Resolution, the Resolution shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate on the date of final payment by the Bank of the principal of and interest on the Securities to the Holders thereof.

This Agreement may be earlier terminated upon 30 days written notice by either party; provided, however, that this Agreement may not be terminated (i) by the Bank until a successor Paying Agent/Registrar that is a national or state banking institution and a corporation or association organized and existing under the laws of the United States of America or of any state which possesses trust powers and is subject to supervision or examination by a federal or state regulatory agency has been appointed by the Issuer and has accepted such appointment, or (ii) at any time during which such termination might, in the judgment of the Issuer, disrupt, delay, or otherwise adversely affect the payment of the principal, premium, if any, or interest on the Securities. Prior to terminating this Agreement, the Issuer may reasonably require the Bank to show that such termination will not occur during a period described in (ii) above.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within 30 days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer. The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of the Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page is intentionally left blank.]

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

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**

By: _____
Title: _____

Mailing Address: BNY Corporate Trust
601 Travis Street, 16th Floor
Houston, Texas 77002

**BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.**

By: _____
Title: Sam Roberts, BCRUA Representative

Address: 221 East Main Street
Round Rock, Texas 78664

SCHEDULE A

Paying Agent/Registrar Fee Schedule

EXHIBIT "E"
ESCROW AGREEMENT

ESCROW AGREEMENT

Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2026

THIS ESCROW AGREEMENT, dated as of _____, 2026 (herein, together with any amendments or supplements hereto, called the "Agreement"), entered into by and between the Brushy Creek Regional Utility Authority, Inc. (the "Issuer"), a non-profit corporation created by and acting on behalf of the Cities of Cedar Park, Texas, Leander, Texas and Round Rock, Texas, and The Bank of New York Mellon Trust Company, National Association, as escrow agent (together with any successor in such capacity, the "Escrow Agent"),

W I T N E S S E T H:

WHEREAS, the Issuer heretofore issued and there presently remain outstanding the obligations (the "Refunded Obligations") described in the Verification Report of _____ (the "Report") relating to the Refunded Obligations, attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Refunded Obligations are scheduled to mature in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in the Report; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purposes of receiving payment from the funds provided for such purpose and Issuer's right to call such Refunded Obligations for redemption in accordance with the provisions of the resolution, order or ordinance authorizing their issuance upon compliance with the provisions of Texas law; and

WHEREAS, the Issuer is authorized under state law, including subchapter D of Chapter 431 of the Texas Local Government Code, to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with an eligible institution, including any place of payment (paying agent) for any of the Refunded Obligations, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Issuer is further authorized to enter into an escrow agreement with any such eligible institution for any of the Refunded Obligations with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such eligible institution may agree, provided that such deposits may be invested only in obligations authorized by state law, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Obligations when due; and

WHEREAS, this Agreement constitutes an escrow agreement of the kind authorized and required by state law; and

WHEREAS, the Escrow Agent does not act as a depository bank of the Issuer; and

WHEREAS, The Bank of New York Mellon Trust Company, National Association is the paying agent for the Refunded Obligations; and

WHEREAS, the Issuer's City of Leander, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2026 (the "Refunding Obligations") have been issued, sold and delivered for the purpose, among others, of obtaining the funds required to provide for the payment of the principal of the Refunded Obligations at their respective maturity dates or dates of redemption and the interest thereon to such dates as set forth in the Report; and

WHEREAS, the Issuer desires that, concurrently with the delivery of the Refunding Obligations to the purchasers thereof, certain proceeds of the Refunding Obligations, together with certain other available funds of the Issuer, if applicable, shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the "Escrowed Securities" for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Refunded Obligations as it accrues and becomes payable and the principal of the Refunded Obligations on their respective maturity dates or dates of redemption; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the Issuer desires to establish the Escrow Fund at a corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent is herein also referred to as the "Paying Agent," and any paying agent for the Refunded Obligations, acting through the Escrow Agent, is also a party to this Agreement, as a paying agent for the Refunded Obligations to acknowledge their acceptance of the terms and provisions of this Agreement in such capacity.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of principal of and the interest on the Refunded Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

"Escrow Fund" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrowed Securities" means (A) the (i) the direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) the noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Issuer adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of the Refunded Obligations are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and/or (iii) the noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Issuer adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, all as further described in the Report or cash or (B) other such securities substituted therefor pursuant to Article IV of this Agreement.

"Paying Agent" means The Bank of New York Mellon Trust Company, National Association acting in its capacity as paying agent for the Refunded Obligations.

Section 1.02. Other Definitions. The terms "Agreement," "Issuer," "Escrow Agent," "Refunded Obligations," "Refunding Obligations," and "Report" when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Obligations in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.01. Deposits in the Escrow Fund. Concurrently with the sale and delivery of the Refunding Obligations the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds and Escrowed Securities described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the Issuer's Refunded Obligations Escrow Fund (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Obligations on their respective maturity dates or dates of redemption, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Obligations at their respective maturity dates or dates of redemption and interest thereon to such maturity dates or dates of redemption in the amounts and at the times shown in the Report.

Section 3.03. Sufficiency of Escrow Fund. The Issuer represents (based solely on the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Refunded Obligations at their respective maturity dates or dates of redemption as such interest comes due and the principal of the Refunded Obligations at their respective maturity dates or dates of redemption as the Refunded Obligations mature, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Refunded Obligations to make the payments set forth in Section 3.02 hereof, notice of any such insufficiency shall be given to the Issuer by the Escrow Agent as

promptly as practicable as hereinafter provided, but neither the Escrow Agent nor the Issuer shall in any manner be responsible for any insufficiency of funds in the Escrow Fund.

Section 3.04. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Refunded Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as a constructive trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.01. Investments. Except as provided in Sections 4.02, 4.03 and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.02. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Obligations - State and Local Government Series with an interest rate equal to zero percent (0%), as and to the extent described in the Report, to the extent such Obligations are available from the Department of the Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities that are United States Treasury Certificates of Indebtedness, Notes or Bonds - State and Local Government Series. All such re-investments shall be acquired on and shall mature on the dates shown on the Report.

Section 4.03. Substitutions and Reinvestments. At the written direction of the Issuer, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof or hold such proceeds as cash, together with other moneys or securities held in the Escrow Fund, provided that, except for investments described in Section 4.02, the Issuer delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that after such substitution or reinvestment the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable direct obligations of the United States of America), together with the interest thereon and other available moneys, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance with the Report, the principal of, interest on and premium, if any, on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Refunded Obligations subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the Issuer.

Section 4.04. Substitution for Escrowed Securities. Concurrently with the initial deposit by the Issuer with the Escrow Agent, but not thereafter, the Issuer, at its option, may substitute cash or direct noncallable and not pre-payable obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof, and for which there are no payments other than the payment made on the maturity date) (the "Substitute Obligations") for Escrowed Securities, if any, but only if such Substitute Obligations

- (a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,
- (b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and
- (c) produce the amount necessary to pay the interest on and principal of the Refunded Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the Issuer with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the Issuer may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

Section 4.05. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Obligations or Refunded Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Refunded Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII

CONCERNING THE PAYING AGENTS AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Obligations shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Refunding Obligations or the Refunded Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment and paying agent and/or a Paying Agent/Registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or willful default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem

necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

The Escrow Agent may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

To the extent allowed by law, the Issuer agrees to indemnify, defend and hold the Escrow Agent and its officers, directors, agents, and employees harmless from and against any and all loss, damage, claim, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, claim, liability, or expense resulting from its own negligence or willful misconduct. The foregoing indemnification shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent for any reason.

Section 7.03. Compensation. Concurrently with the sale and delivery of the Refunding Obligations, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amount set forth in Exhibit "C" attached hereto, the sufficiency of which is hereby acknowledged by the Escrow Agent. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

The Bank of New York Mellon Trust Company, National Association is the place of payment (paying agent) for the Refunded Obligations. The Issuer covenants to timely pay for all future paying agency services of The Bank of New York Mellon Trust Company, National Association for the Refunded Obligations in accordance with the paying agent fee schedule now in effect through the final payment of the Refunded Obligations, the sufficiency of which is hereby acknowledged by The Bank of New York Mellon Trust Company, National Association.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as

escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 calendar days, the Escrow Agent, at the expense of the Issuer, has the right to petition a court of competition jurisdiction to appoint a successor under the Agreement, a successor may be appointed by the owners of a majority in principal amount of the Refunded Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation, bank, association or trust company organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, authorized under Texas law to act as an escrow agent, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$5,000,000 and subject to the supervision or examination by Federal or State authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. If within 60 days following the resignation of the Escrow Agent, no successor Escrow Agent shall have been appointed, the Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent.

Any corporation or association into which the Escrow Agent in its individual capacity 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 Escrow Agent in its individual capacity shall be a party, or any corporation or association to which all or substantially all the corporate trust business of the Escrow Agent in its individual capacity may be sold or otherwise transferred, shall be the Escrow Agent under this Agreement without further act.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer, specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Refunded Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be a paying agent for the Refunded Obligations and shall have accepted such appointment, in which event such

resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its Paying Agent's fee hereunder. Any expenses incurred in connection with the appointment of a successor Escrow Agent will not be paid from the Escrow Fund.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Exhibit "A" attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) calendar days prior notice thereof. Prior written notice of any amendment to this Agreement contemplated pursuant to Section 8.08 and immediate written notice of any incidence of a severance pursuant to Section 8.04 shall be sent by the Issuer to Moody's Investors Service.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Refunded Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Obligations, the Issuer, the Escrow Agent (and, in the case of Section 4.05, the owners of the Refunding Obligations) and their respective successors and legal representatives.

Section 8.04. 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 provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective Date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report and the Escrowed Securities, together with the specific sums stated in Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Obligations and the Refunding Obligations.

Section 8.09. Verifications of Statutory Representations and Covenants. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) **Not a Sanctioned Company.** The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation 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.

(b) **No Boycott of Israel.** The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) **No Discrimination Against Firearm Entities.** The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) **No Boycott of Energy Companies.** The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As

used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 8.10. Exemption from Disclosure Form. The Escrow Agent represents and warrants that it is "a wholly owned subsidiary of The Bank of New York Mellon Corporation, a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended".

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EXECUTED as of the date first written above.

**BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.**

By: _____
Title: BCRUA Representative

[Issuer SigPg]

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION**

By _____
Authorized Signatory

[Bank SigPg]

EXHIBIT "A"

ADDRESSES OF THE ISSUER AND THE ESCROW AGENT

Issuer

Brushy Creek Regional Utility Authority, Inc.
221 East Main Street
Round Rock, Texas 78664

Escrow Agent

The Bank of New York Mellon Trust Company, N.A.
601 Travis Street, 16th Floor
Houston, Texas 77002

EXHIBIT B

VERIFICATION REPORT OF GRANT THORNTON LLP

EXHIBIT C
ESCROW AGENT FEE



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Discuss and consider action on acceptance of the City's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025.

BACKGROUND:

This agenda item explains that the Annual Comprehensive Financial Report (ACFR) is a factual record of the City's financial performance for the fiscal year ending September 30, 2025. This report provides a transparent accounting of the City's financial health, management of public funds, and compliance with state and federal reporting requirements. It highlights that the City received an Unmodified or "Clean" Opinion" from an independent audit firm, which is the highest level of assurance. However, a material weakness in internal controls over financial reporting was identified. The Finance Department has implemented a Corrected Action Plan, and we anticipate full operational testing and remediation to be completed by September 30, 2026.

Based on the report received from Whitley Penn, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year ended in accordance with Generally Accepted Accounting Principles (GAAP).

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council accept the Annual Comprehensive Financial Report for the fiscal year ended September 30, 2025.

PRESENTER:

Otis E. Williams, Chief Financial Officer

Fiscal Impact

Attachments:

1. Audit Presentation

City of Leander, Texas

Audit Results
Fiscal Year 2025 Financial Statement Audit
and Federal Single Audit



THE AUDIT PROCESS



Planning
(Summer 2025)

1



Internal
Controls
(September 2025)

2



Understanding
&
Identifying Key
Controls &
Testing
Controls
(September 2025)

3



Substantive
Testing
(Dec-Feb 2026)

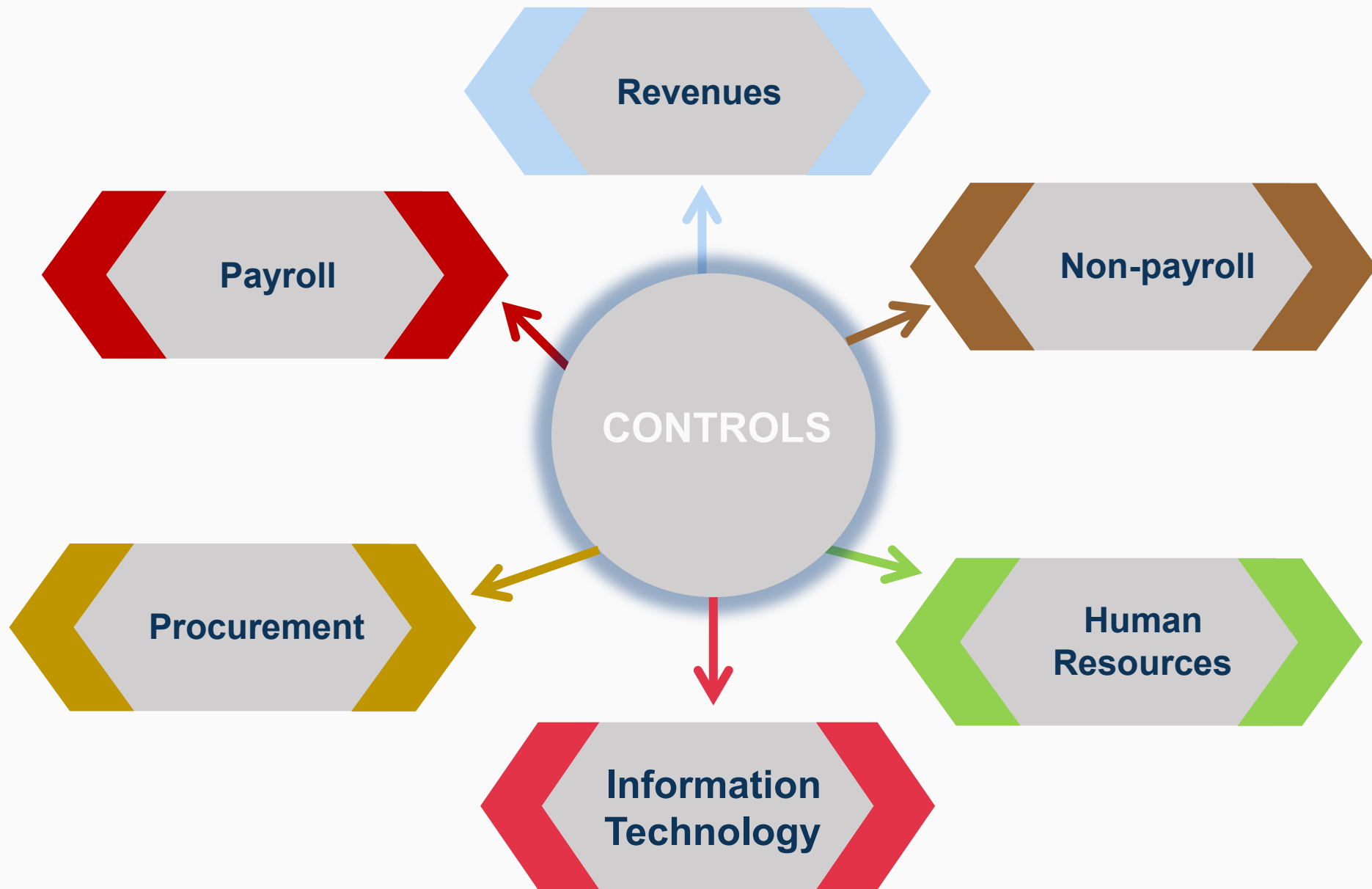
4



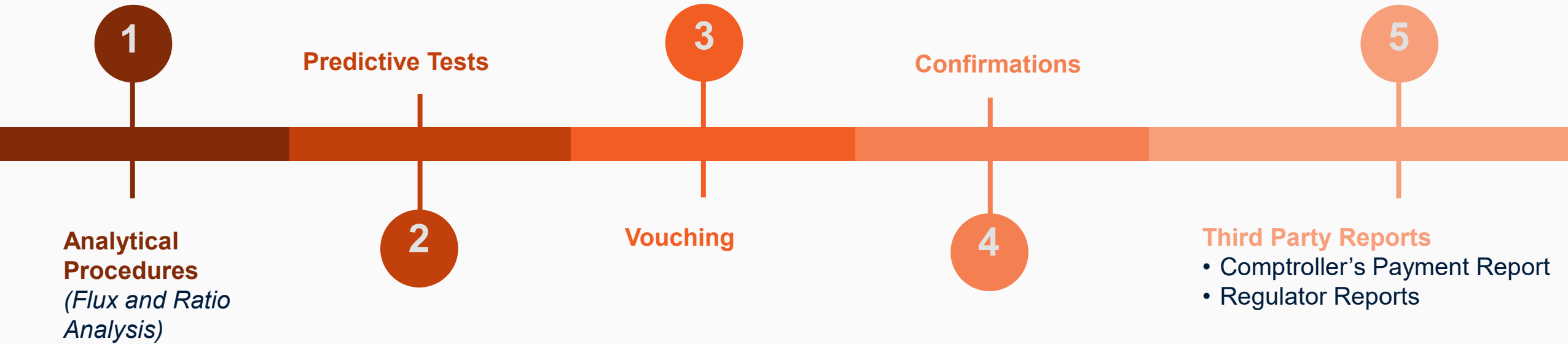
Opinion &
Report
Issuance
(March 2026)

5

FINANCIAL INTERNAL CONTROLS



SUBSTANTIVE PROCEDURES



Financial Statement and Single Audit Opinions



Unmodified



Modified



Disclaimer

AUDITOR'S REPORT ON INTERNAL CONTROL AND COMPLIANCE

Audit in Accordance With:

- Generally Accepted Auditing Standards (GAAS)
- Generally Accepted Government Auditing standards (GAGAS)

Auditor's Report on the Financial Statements

- Unmodified or “Clean” Opinion

Auditor's Report on Internal Control and Compliance

- Material weakness in internal control over financial reporting (material audit adjustments)
- No instances of noncompliance material to the financial statements noted

FEDERAL SINGLE AUDIT REPORT

- **Major Program:**
 - ARPA: Coronavirus State and Local Fiscal Recovery Funds
- **Unmodified opinion on compliance**
- **No internal control findings related to the major program**
- **No instances of noncompliance or questioned costs were noted**

GOVERNMENT-WIDE STATEMENT OF NET POSITION (\$ IN THOUSANDS)

	2025	2024	\$ Change	% Change
Current and other assets	\$475,599	\$332,937	\$142,662	42.8%
Capital assets	1,127,519	1,041,413	86,106	8.3%
Total Assets	1,603,118	1,374,350	228,768	16.6%
Def Outflows	6,124	10,235	(4,111)	(40.2)%
Other liabilities	38,593	42,884	(4,291)	(10.0)%
Long-term liabilities	359,585	248,943	110,642	44.4%
Total Liabilities	398,178	291,827	106,351	36.4%
Def Inflows	3,704	6,133	(2,429)	(39.6)%
Net Position	\$1,207,360	\$1,086,625	\$120,735	11.1%

LONG-TERM LIABILITIES (\$ IN THOUSANDS)

Total Primary Government (Governmental and Business-type Activities)	September 30, 2025	September 30, 2024	\$ Change
General obligation bonds	\$211,995	\$101,515	\$110,480
Revenue bonds	103,456	108,255	(4,799)
Unamortized premiums	24,891	18,011	6,880
Notes payable	4,798	5,406	(608)
Leases payable	762	1,170	(408)
SBITA liability	276	616	(340)
Net pension liability	8,952	10,584	(1,632)
Total OPEB liability	1,234	1,132	102
Compensated absences	3,219	2,254	965
Total	\$359,583	\$248,943	\$110,640

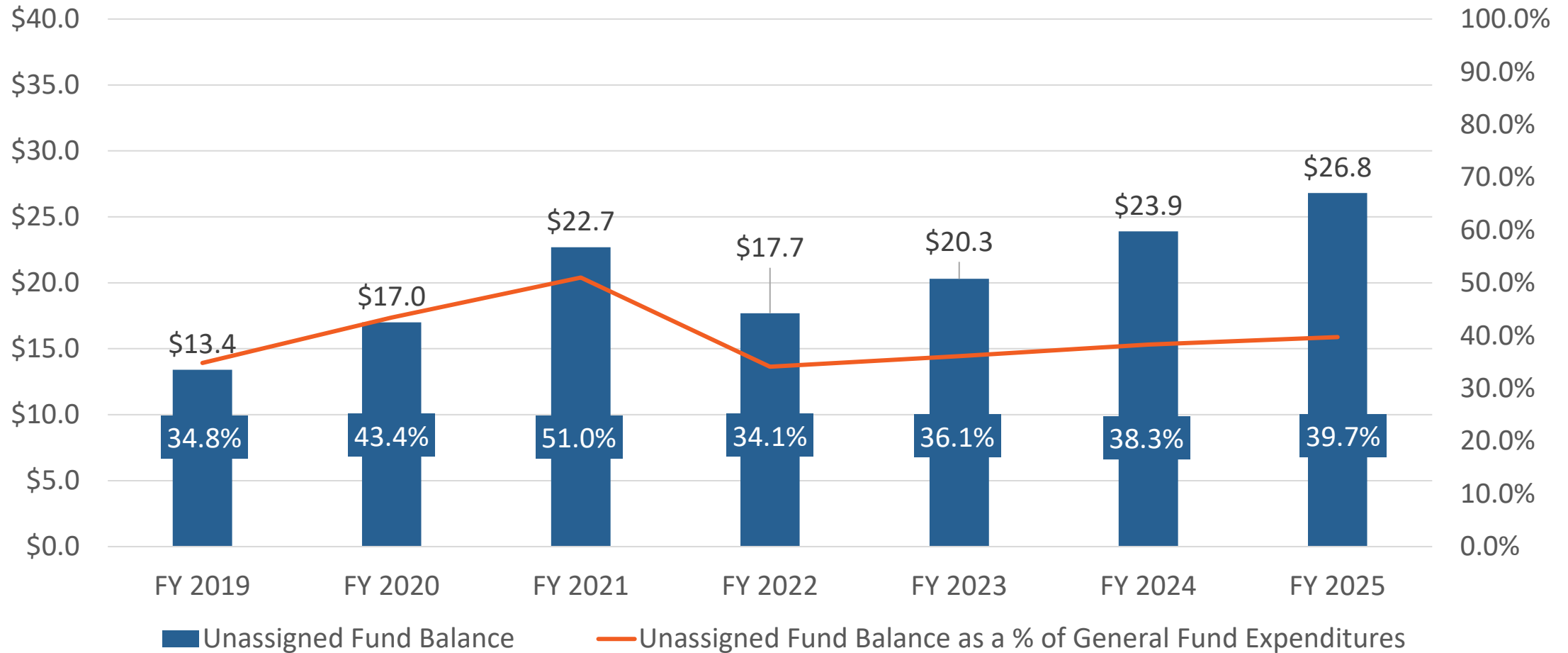
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS (\$ IN THOUSANDS)

Year ended September 30, 2025	General	Capital Projects	Debt Service	Federal ARPA	Non-major	Total
Total revenues	\$75,251	\$3,909	\$23,521	\$3,159	\$15,471	\$121,312
Total expenditures	(67,515)	(15,071)	(22,965)	(2,778)	(6,984)	(115,313)
Total other financing sources (uses), net	(3,388)	142,138	1,102	-	(4,108)	135,743
Net change in fund balances	4,348	130,976	1,658	381	4,379	141,743
Fund balance – beginning	37,307	48,820	9,349	380	21,494	117,350
Fund balance - ending	\$41,655	\$179,796	\$11,007	\$761	\$25,873	\$259,093

FY 2025 BUDGET AND ACTUAL – GENERAL FUND

- Revenues of \$75.3M were greater than final budgeted revenues by \$4.1M
- Expenditures of \$67.5M were less than final budgeted expenditures by \$4.7M
- Expenditures and other uses exceeded revenues and other sources by \$3.4M (fund balance decreased by this amount)
- Fund balance as of September 30, 2025, totaled \$41.7M
 - Nonspendable fund balance - \$1.0M
 - Committed/Assigned fund balance - \$13.9M
 - Unassigned fund balance - \$26.8M

Unassigned General Fund Balance (\$M)



STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION – ENTERPRISE FUNDS (\$ IN THOUSANDS)

	Utility	Golf Course	Year Ended September 30, 2025
Operating revenues	\$51,667	\$3,131	\$54,798
Operating expenses	(37,337)	(2,759)	(40,096)
Non-operating revenues (expenses),net	(1,650)	35	(1,615)
Capital contributions and transfers, net	42,555	(1,000)	41,555
Change in net position	55,235	(593)	54,642
Net Position – Beginning	522,233	5,522	527,755
Net Position – Ending	\$577,468	\$4,928	\$582,396

REQUIRED COMMUNICATIONS

Significant Accounting Policies

- The City's accounting policies and methods are appropriate and in accordance with industry standards.
- GASB 101 – *Compensated Absences*

Accounting Estimates

- The preparation of the financial statements requires that certain estimates and judgments be made by management. These judgments and estimates include:
 - No significant accounting estimates

REQUIRED COMMUNICATIONS

Significant Risks in a Financial Statement Audit (not specific to the City)

- Improper revenue recognition

Difficulties Encountered in Performing the Audit

- We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected or Uncorrected Misstatements

- All adjustments were reviewed and approved by management.

Disagreements with Management

- We had no disagreements with management over the application of accounting principles or management's judgments about accounting estimates.

REQUIRED COMMUNICATIONS

Management Representations

- We have requested certain representations from management.

Consultation with Other Accountants

- We are not aware of any situations in which management consulted with other accountants on accounting or financial reporting matters.

Major Issues Discussed with Management Prior to Retention

- We discussed the application of accounting principles and auditing standards, however, our responses were not a condition to our retention.

QUESTIONS?





EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026 in the amount of \$4,264,214.00 being funded through CO Bond Series 2025; providing for an allocation of \$3,355,710.00 for design services related to the San Gabriel Parkway West improvements (CIP T.42), an allocation of \$313,326.00 for design services associated with the Grand Lake Parkway and East Crystal Falls Parkway intersection improvements (CIP T.89), and an allocation of \$595,178.00 providing for design services related to the north lanes of the San Gabriel Parkway Phase 2A improvements (CIP T.120).

BACKGROUND:

This funding allocation will ensure that the design services required for each project listed below can proceed without delay and in accordance with the city capital improvement plan intentions. Project scope information and how the funds will be used is provided below for each project.

San Gabriel Parkway Improvements project (CIP T.42)

The San Gabriel Parkway Improvements project (CIP T.42) is a multi-phase capital improvement initiative to expand the existing two (2) lane roadway to a four (4) lane divided section with future accommodation for six (6) lanes. The project spans from Bagdad Road to US 183, with Phase 1 focusing on alignment and traffic studies, and Phase 2 encompassing full design, utility coordination, and construction services.

The \$3,355,710.00 in funding requested to be allocated for this item will be used to pay for services to be provided by HDR Engineering, Inc., which was selected through a qualification-based process to deliver comprehensive services including: traffic analysis and geometric schematic design; environmental permitting (TCEQ, Floodplain, TDLR); utility coordination and duct bank design; signal and illumination design; landscaping and irrigation (via sub-consultants); public engagement; and construction management via Procore software.

Crystal Falls Parkway/Grand Lakes Parkway Traffic Signal (CIP T.89)

This project entails the detailed design to support the installation of a temporary and permanent traffic signal that comports with city and TxDOT requirements. This project will help to better control traffic exiting and entering Grand Lake Parkway as well as improve traffic movements along Crystal Falls Parkway.

The \$313,326.00 in funding requested to be allocated for this project will be used to pay for services to be provided by Huitt-Zollars, Inc., to deliver comprehensive services including: designing lane configurations, pavement markings, pedestrian improvements, and both temporary and permanent traffic signals for this intersection while meeting all TxDOT requirements.

North Two (2) Lanes of San Gabriel Parkway Phase 2 (T.120)

This project will build upon the existing San Gabriel Parkway Phase 2 project by adding two north lanes to

provide for a complete four (4) lane road that extends San Gabriel Parkway to Ronald Reagan Boulevard. This will help to improve east-west traffic flow along San Gabriel Parkway and will, in coordination with the installation of the traffic light at San Gabriel Parkway and Ronald Reagan Boulevard, help to better control and facilitate traffic flow along Ronald Reagan Boulevard.

The \$595,178.00 in funding requested to be allocated for this project will be used to pay for design services to be provided by Freese and Nichols that will support the construction of a complete four-lane road with paved lanes, curb and gutter, stormwater drains, fiber conduit, and retaining walls.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council approve an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026 in the amount of \$4,264,214.00 being funded through CO Bond Series 2025; providing for an allocation of \$3,355,710.00 for design services related to the San Gabriel Parkway West improvements (CIP T.42), an allocation of \$313,326.00 for design services associated with the Grand Lake Parkway and East Crystal Falls Parkway intersection improvements (CIP T.89), and an allocation of \$595,178.00 providing for design services related to the north lanes of the San Gabriel Parkway Phase 2A improvements (CIP T.120).

PRESENTER:

Otis Williams, Chief Financial Officer

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$4,264,214.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Fund 50 CO Bond Series 2025

Attachments:

1. Ordinance Amending FY25 with Exhibit A and Project Details

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS,
AMENDING ORDINANCE NO. 25-061-00 ADOPTING THE
ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR
FISCAL YEAR 2026.**

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the Mayor and City Council; and

WHEREAS, the City Council approved and adopted the FY 2026 budget; and

WHEREAS, the City Council desires to amend the budget to account for changes that were unanticipated prior to adoption of the budget.

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. Budget Amendment. The FY 2026 Budget is hereby amended as shown in Exhibit A.

SECTION 3. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

PASSED and APPROVED on this 16 day of April 2026.

ATTEST:

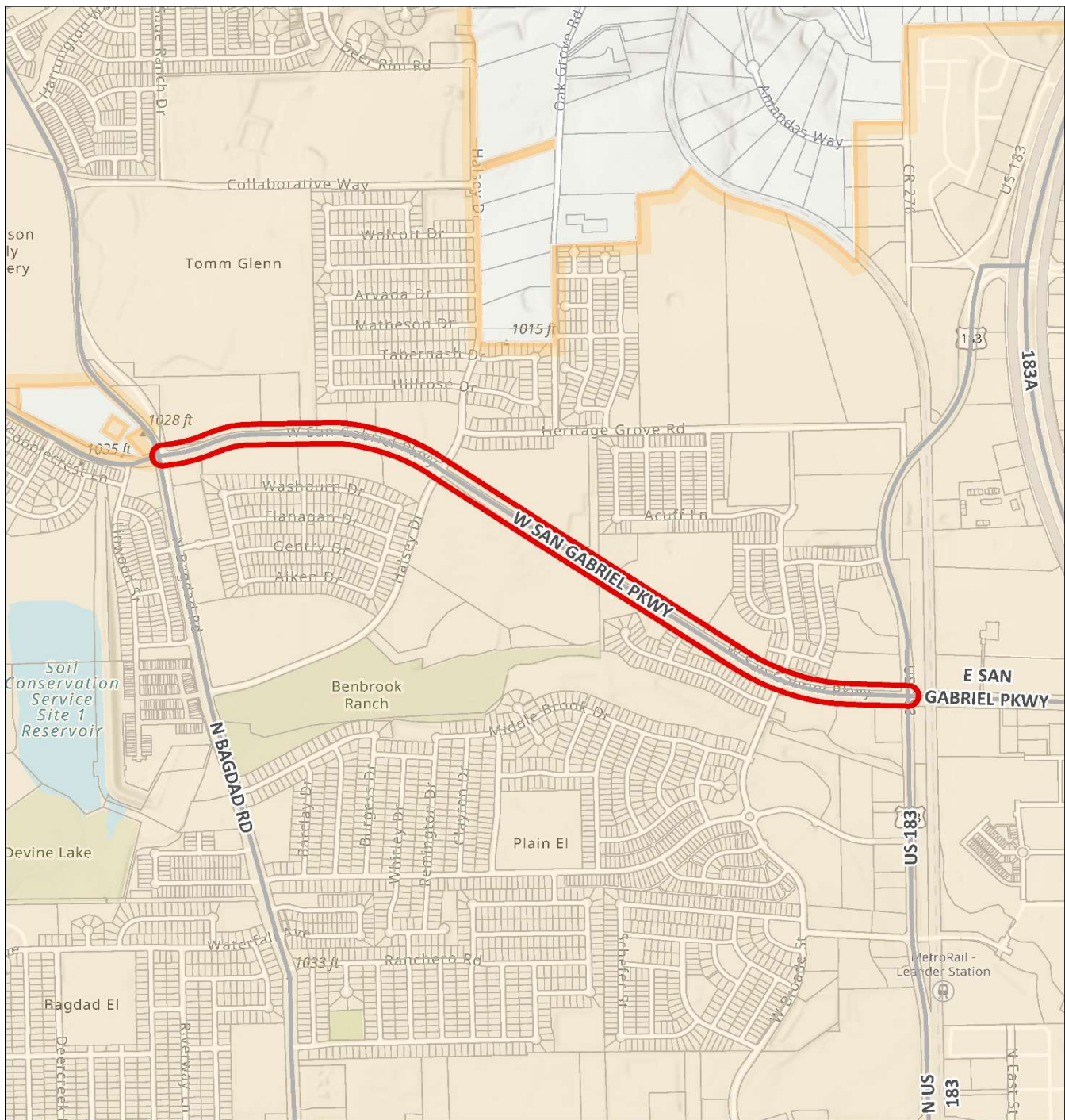
CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor

EXHIBIT A

[illegible]



CIP Program

T.42 - San Gabriel Parkway West Improvements

Transportation Projects

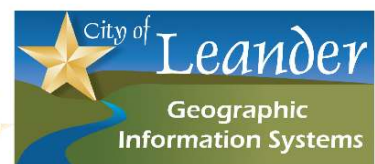


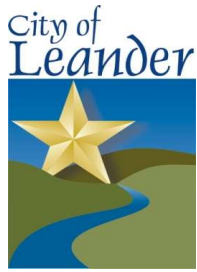
T.42

Leander City Limits

Parcels (WCAD)

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.42	RANKING:	23
PROJECT TITLE	San Gabriel Parkway West Improvements	MATRIX SCORE:	92
DEPARTMENT(S)	Engineering		

PROJECT DESCRIPTION:

This project will widen the current 7,650 linear feet of 2-lane road to a 4-lane arterial with center medians and multimodal paths, from Bagdad Road to the west to US Highway 183 on the east end, eventually becoming part of a major east-west arterial between Bagdad Road and Ronald W. Reagan Boulevard. A ductbank for City fiber optic cable will be included.

Location	North central Leander		
Limits From/To:	US Highway 183 to Bagdad Road		
Schedule	Duration	For Non Utility CIP projects - Check all that apply: ☒ Project will also involve the need for NEW City Utility Infrastructure, including Fiber conduit. ☒ Project Cost Estimate Below DOES include cost for new utility infrastructure. ☐ Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.	
Design Phase	24 months		
ROW/Esmt Acq.	8 months		
Construction	24 months		

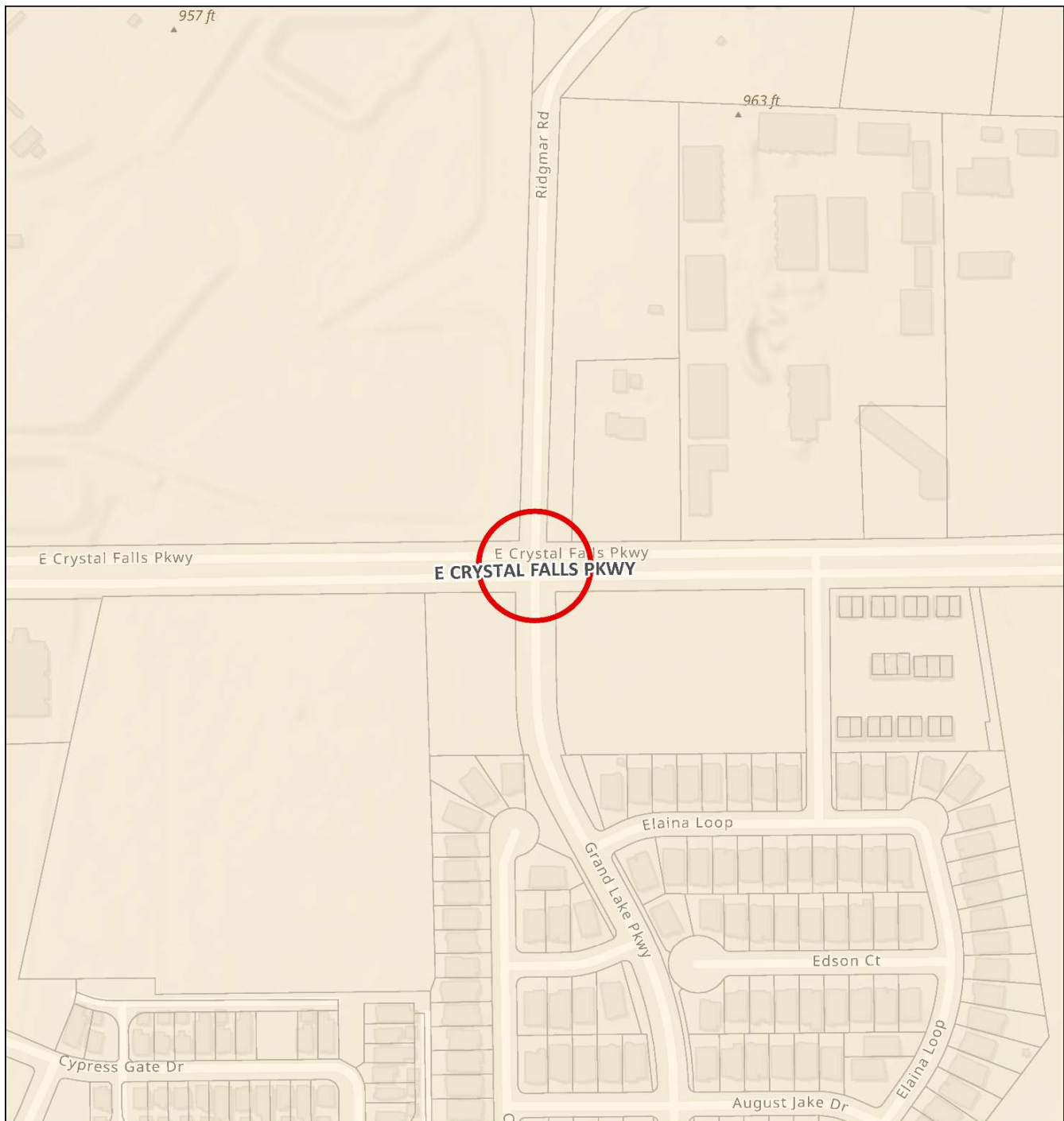
PROJECT NEED/BENEFITS

Per Transportation Master Plan, the current 2-lane configuration is to be widened to an initial 4-lane arterial with the option to expand to 6-lanes in the future. With Leander Independent School District constructing their new Early Childhood Development Center at the corner of Halsey Drive and San Gabriel Parkway West, this road will be impacted with cyclical waves of heavy traffic in the morning and afternoon, possibly creating gridlock.

☐ Project requires hiring new staff	Anticipated Number of New Employees:			0	Usable Life of Asset:		30	Years
PROJECT COSTS	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
Design Consultant	\$ -	\$ 3,355,710	\$ 838,928	\$ -	\$ -	\$ -	\$ -	\$ 4,194,638
Construction	\$ -	\$ -	\$ -	\$ 17,375,000	\$ -	\$ -	\$ -	\$ 17,375,000
Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection/Testing	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
Contingencies	\$ -	\$ -	\$ -	\$ 4,343,750	\$ -	\$ -	\$ -	\$ 4,343,750
Other (easements and Right-Of-Way)	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Total Estimated Cost	\$ -	\$ 3,355,710	\$ 2,338,928	\$ 21,918,750	\$ -	\$ -	\$ -	\$ 27,613,388

PROJECT BUDGET	Prior	FY26	FY27	FY28	FY29	FY30	Future	Total
FUNDING SOURCE								
Account No.	Fund							
50	September Debt Issuance 2025	\$ -	\$ 3,355,710	\$ 2,338,928	\$ 20,718,750	\$ -	\$ -	\$ 26,413,388
12	Substandard Boundary Streets	\$ -	\$ -	\$ -	\$ 893,905	\$ -	\$ -	\$ 893,905
44	Roadway Impact Fees - A	\$ -	\$ -	\$ -	\$ 306,095	\$ -	\$ -	\$ 306,095
Total Revenues		\$ -	\$ 3,355,710	\$ 2,338,928	\$ 21,918,750	\$ -	\$ -	\$ 27,613,388
EXPENDITURE								
50-	TBD	\$ -	\$ 3,355,710	\$ 2,338,928	\$ 20,718,750	\$ -	\$ -	\$ 26,413,388
12-	TBD	\$ -	\$ -	\$ -	\$ 893,905	\$ -	\$ -	\$ 893,905
44-	TBD	\$ -	\$ -	\$ -	\$ 306,095	\$ -	\$ -	\$ 306,095
Total Expenditures		\$ -	\$ 3,355,710	\$ 2,338,928	\$ 21,918,750	\$ -	\$ -	\$ 27,613,388

Note: All amounts are shown in current dollars



CIP Program

T.89 - Grand Lake Parkway at East Crystal Falls Parkway - Intersection Improvements

Transportation Projects

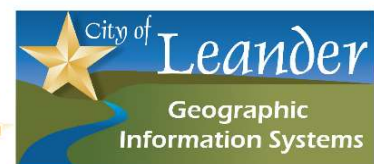
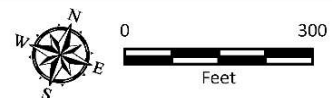


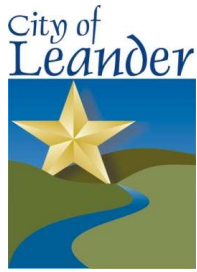
T.89

Leander City Limits

Parcels (WCAD)

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.89	RANKING:	N/A
PROJECT TITLE	Grand Lake Parkway at East Crystal Falls Parkway - Intersection Improvement	MATRIX SCORE:	N/A
DEPARTMENT(S)	Transportation		

PROJECT DESCRIPTION:

Project includes installation of temporary erosion control measures, new traffic signal and signal timings, advance flashing beacon assembly, pedestrian signals, new pavement striping, and signage. Associated intersection improvements include sidewalk, crosswalk, curb ramp, and conduit improvements, as well as potential extension of left turn bays on East Crystal Falls Parkway.

Location	Ridgmar Drive and Grand Lake Parkway at East Crystal Falls Parkway.		
Limits From/To:	Intersection		
Schedule	Duration	For Non Utility CIP projects - Check all that apply: ☐ Project will also involve the need for NEW City Utility Infrastructure, including Fiber conduit. ☐ Project Cost Estimate Below DOES include cost for new utility infrastructure. ☒ Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.	
Design Phase	12 months		
ROW/Esmt Acq.	none		
Construction	12 months		

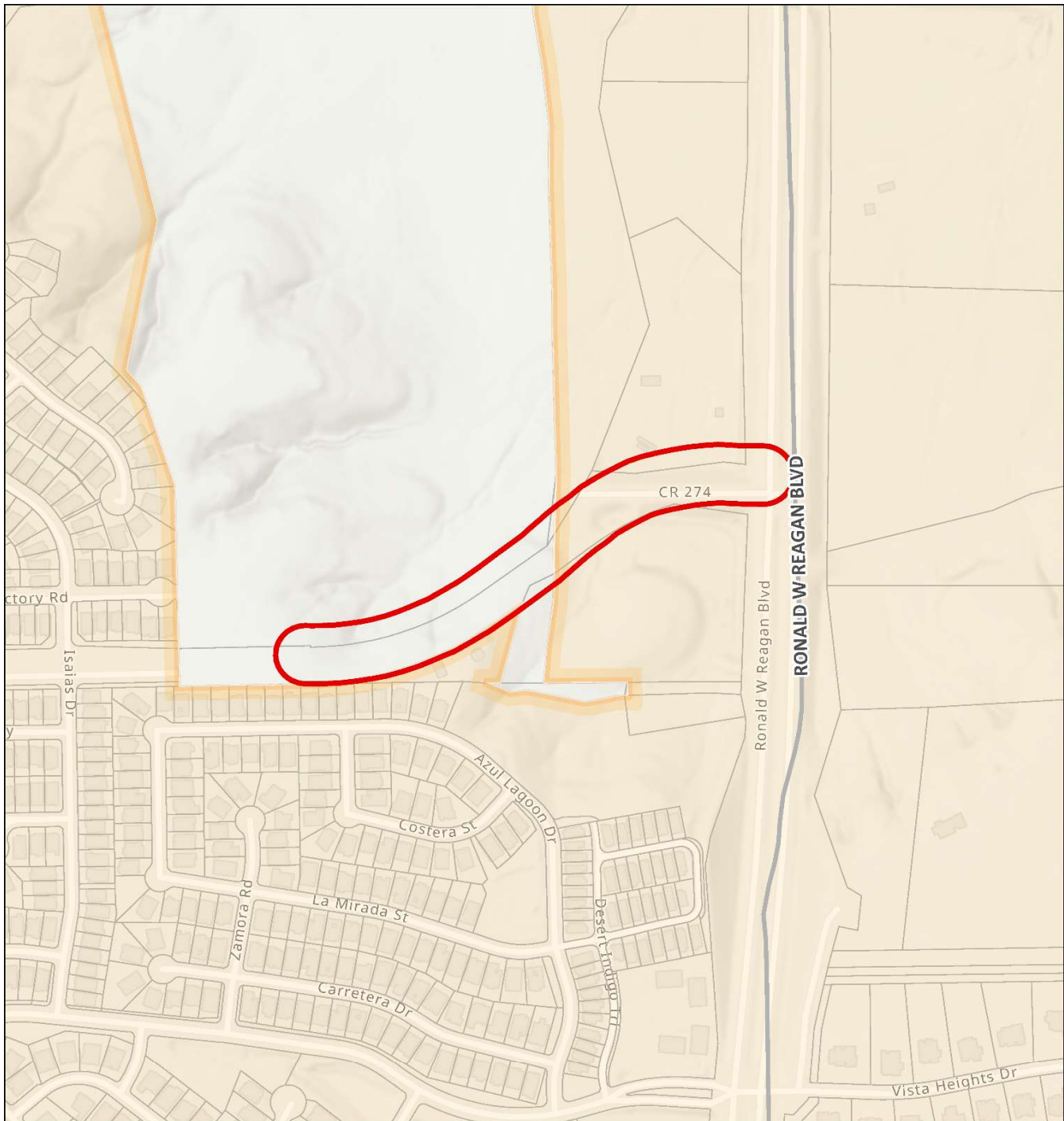
PROJECT NEED/BENEFITS

From Transportation Master Plan. This project will help facilitate traffic in and out of the Ridgmar and Cold Springs neighborhoods.

☐ Project requires hiring new staff	Anticipated Number of New Employees:			0	Usable Life of Asset:		30	Years
PROJECT COSTS	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
Design Consultant	\$ -	\$ 313,326	\$ 78,332	\$ -	\$ -	\$ -	\$ -	\$ 391,658
Construction	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 800,000
Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection/Testing	\$ -	\$ -	\$ 37,000	\$ -	\$ -	\$ -	\$ -	\$ 37,000
Contingencies	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Estimated Cost	\$ -	\$ 313,326	\$ 1,115,332	\$ -	\$ -	\$ -	\$ -	\$ 1,428,658

PROJECT BUDGET	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
FUNDING SOURCE								
Account No.	Fund							
50	September Debt Issuance 2025	\$ -	\$ 313,326	\$ 1,042,828	\$ -	\$ -	\$ -	\$ 1,356,154
12	Substd Boundary Streets	\$ -	\$ -	\$ 72,504	\$ -	\$ -	\$ -	\$ 72,504
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ -	\$ 313,326	\$ 1,115,332	\$ -	\$ -	\$ -	\$ 1,428,658
EXPENDITURE								
50-	TBD	\$ -	\$ 313,326	\$ 1,042,828	\$ -	\$ -	\$ -	\$ 1,356,154
12-	TBD	\$ -	\$ -	\$ 72,504	\$ -	\$ -	\$ -	\$ 72,504
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ -	\$ 313,326	\$ 1,115,332	\$ -	\$ -	\$ -	\$ 1,428,658

Note: All amounts are shown in current dollars



CIP Program

T.120 - San Gabriel Pkwy East - Phase 2A North Two Lanes

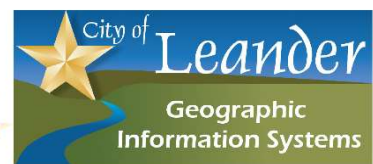
Transportation Projects

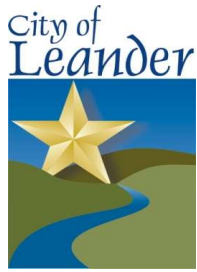
 T.120

 Leander City Limits

 Parcels (WCAD)

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.120	RANKING:	49
PROJECT TITLE	San Gabriel Parkway Phase 2A - North Two Lanes	MATRIX SCORE:	0
DEPARTMENT(S)	Engineering		

PROJECT DESCRIPTION:

San Gabriel Parkway Phase 2 was contracted for the south two lanes of a 4-lane roadway. This project adds the two north lanes to provide for a complete four lane road, including paved lanes, curb and gutter, stormwater drains, fiber conduit, retaining walls.

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

PROJECT NEED/BENEFITS

From Transportation Master Plan. This completes the four lanes for this roadway profile. With the growth and the need for an east-west thoroughfare, these two north lanes need to be added to the project to provide for a full roadway. The City was originally waiting on the adjacent landowner to develop, but through a series of discussions, the landowner has expressed that there is no desire to develop this property in the near future.

☐ Project requires hiring new staff	Anticipated Number of New Employees:	0	Usable Life of Asset:	30	Years
--	--------------------------------------	---	-----------------------	----	-------

PROJECT COSTS	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
Design Consultant	\$ -	\$ 595,178	\$ 148,795	\$ -	\$ -	\$ -	\$ -	\$ 743,973
Construction	\$ -	\$ -	\$ 6,100,000	\$ -	\$ -	\$ -	\$ -	\$ 6,100,000
Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection/Testing	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Contingencies	\$ -	\$ -	\$ 1,525,000	\$ -	\$ -	\$ -	\$ -	\$ 1,525,000
Other (easements and Right-of-Way)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Total Estimated Cost</i>	\$ -	\$ 595,178	\$ 7,923,795	\$ -	\$ -	\$ -	\$ -	\$ 8,518,973

PROJECT BUDGET	Prior	FY26	FY27	FY28	FY29	FY30	Future	Total
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FUNDING SOURCE

Account No.	Fund							
50	September Debt Issuance 2025	\$ -	\$ 595,178	\$ 7,923,795	\$ -	\$ -	\$ -	\$ 8,518,973
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ -	\$ 595,178	\$ 7,923,795	\$ -	\$ -	\$ -	\$ 8,518,973

EXPENDITURE

50-	TBD	\$ -	\$ 595,178	\$ 7,923,795	\$ -	\$ -	\$ -	\$ 8,518,973
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ -	\$ 595,178	\$ 7,923,795	\$ -	\$ -	\$ -	\$ 8,518,973

Note: All amounts are shown in current dollars



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Discuss and consider action on Amendment No.1 to the FY 2024-2025 Capital Improvement Program (CIP) list of projects, which were approved for funding with the FY 2024 Proposed Annual Budget.

BACKGROUND:

Should the City Council approve the ordinance to amend Ordinance No. 25-061-00 that adopted the annual budget for Fiscal Year 2026 in the amount of \$4,264,214.00 for design services related to the San Gabriel Parkway West improvements (CIP T.42), for design services associated with the Grand Lake Parkway and East Crystal Falls Parkway intersection improvements (CIP T.89), and for design services related to the north lanes of the San Gabriel Parkway Phase 2A improvements (CIP T.120). The CIP list of projects outlines necessary capital projects which have been researched, submitted, and reviewed by City staff and Consultants, based on need, priority, and funding. Projects include municipal facilities, parks and recreation, drainage, transportation, water, and wastewater infrastructure.

These needs have been identified by Consultants within the Comprehensive Facilities Plan, the Transportation Master Plan, the Water Master Plan, the Wastewater Master Plan, the Storm Water Master Plan, the Ronald Reagan Boulevard Corridor Study, and additional planning efforts.

As the FY26 CIP list of projects is not yet approved, City staff is submitting this Amendment No. 1 to include the following three specific projects:

- T.42 San Gabriel Parkway West Improvements,
- T.89 Grand Lake Parkway at East Crystal Falls Parkway – Intersection Improvements, and
- T.120 San Gabriel Parkway Phase 2A – North Two Lanes.

Approval of this amendment will help to ensure that these continue to progress through the capital projects process without any undue delays as the full FY 2026 Capital Improvements Program continues to move through the formal approval process. Detailed information for each project is included as an attachment, as well as a link to the most recently adopted CIP Plan is provided.

View [CIP FY 2024 Plan](#).

HISTORY/TIMELINE:

09/11/2023 - FY 2024-2025 CIP submitted and approved by City Council

APPLICANT/AGENT:

RECOMMENDATION:

City Staff recommends approval of this Amendment No. 1 to the FY 2024-2025 list of CIP projects as identified, obligating the City to project costs accounting to \$4,264,214.00.

PRESENTER:

Tony Bettis, CIP Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$4,264,214.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Various

Attachments:

1. CIP FY24 Amendment 1



FISCAL YEAR 2024 - 2026

CAPITAL IMPROVEMENT PROGRAM

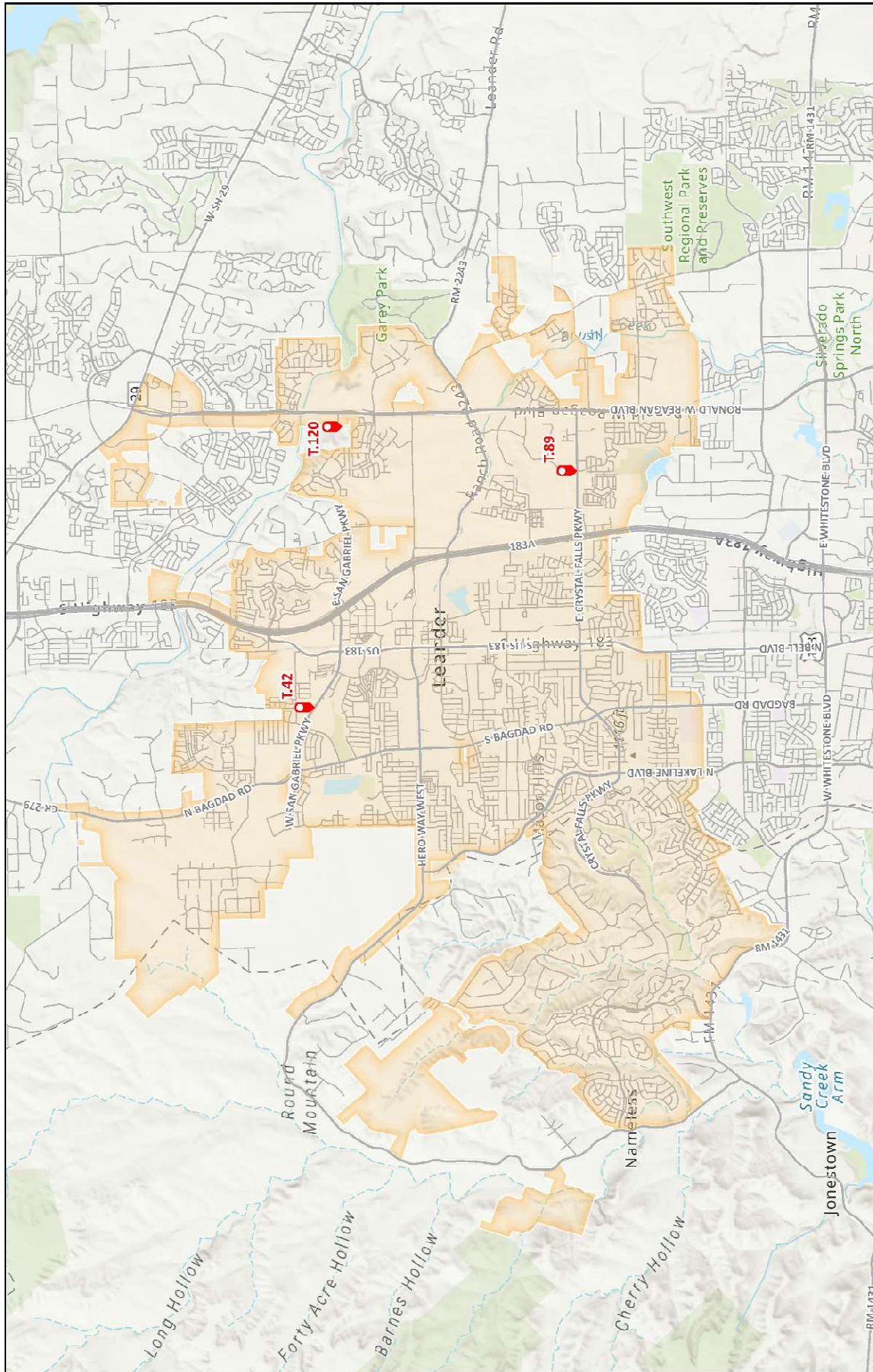
City of Leander, Texas

AMENDMENT No. 1

**FY24 - FY26
CAPITAL IMPROVEMENTS
PROGRAM**

TRANSPORTATION

AMENDMENT No. 1

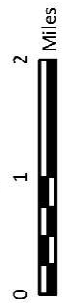


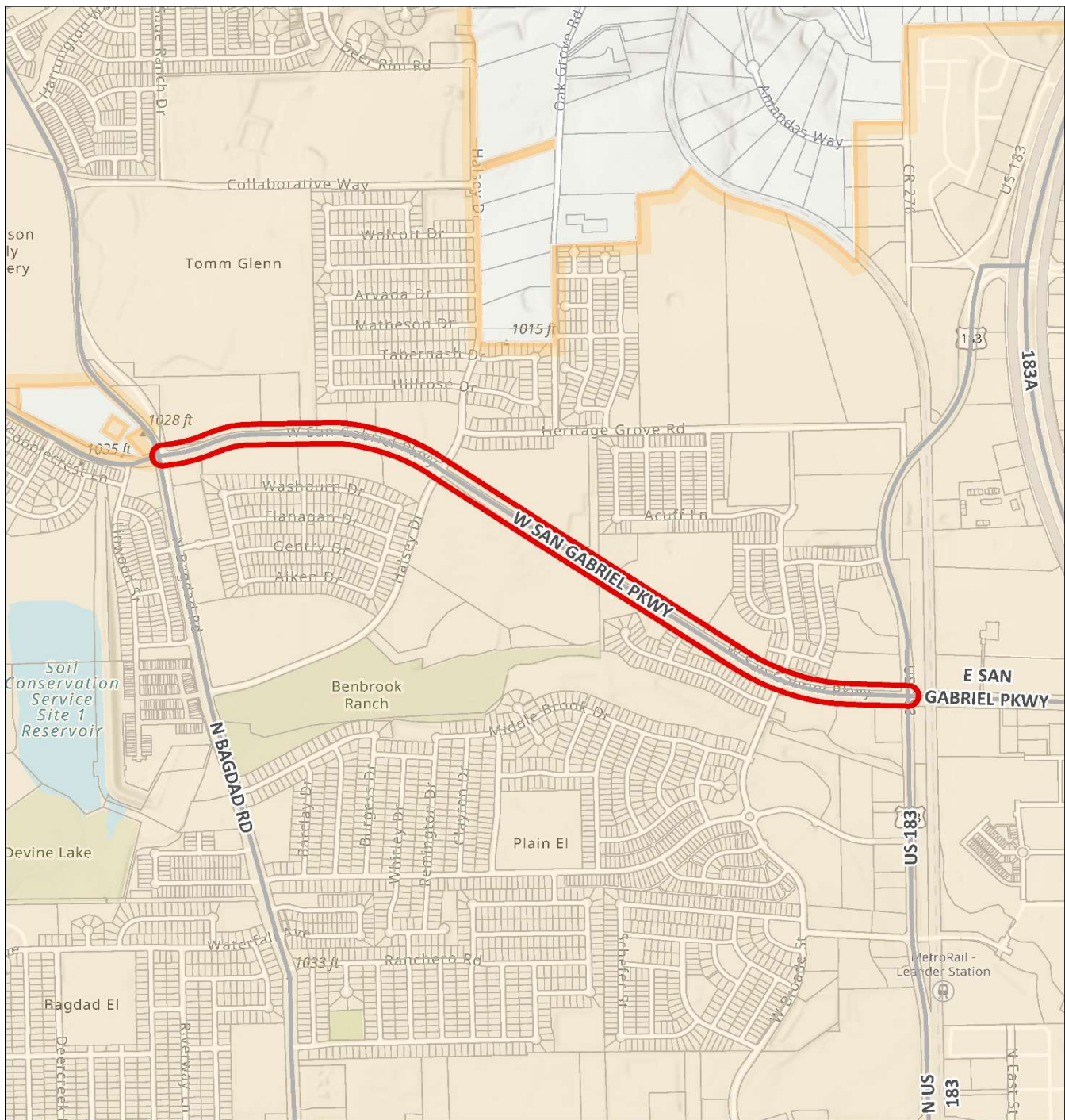
CIP Program

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Transportation

Leander City Limits





CIP Program

T.42 - San Gabriel Parkway West Improvements

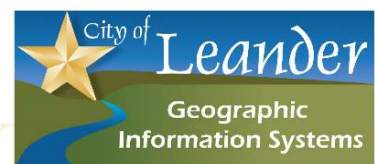
Transportation Projects

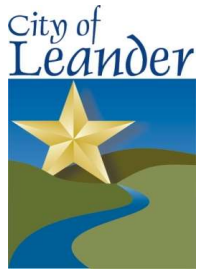
 T.42

 Leander City Limits

 Parcels (WCAD)

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.42	RANKING:	23
PROJECT TITLE	San Gabriel Parkway West Improvements	MATRIX SCORE:	92
DEPARTMENT(S)	Engineering		

PROJECT DESCRIPTION:

This project will widen the current 7,650 linear feet of 2-lane road to a 4-lane arterial with center medians and multimodal paths, from Bagdad Road to the west to US Highway 183 on the east end, eventually becoming part of a major east-west arterial between Bagdad Road and Ronald W. Reagan Boulevard. A ductbank for City fiber optic cable will be included.

Location	North central Leander		
Limits From/To:	US Highway 183 to Bagdad Road		
Schedule	Duration	For Non Utility CIP projects - Check all that apply: ☒ Project will also involve the need for NEW City Utility Infrastructure, including Fiber conduit. ☒ Project Cost Estimate Below DOES include cost for new utility infrastructure. ☐ Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.	
Design Phase	24 months		
ROW/Esmt Acq.	8 months		
Construction	24 months		

PROJECT NEED/BENEFITS

Per Transportation Master Plan, the current 2-lane configuration is to be widened to an initial 4-lane arterial with the option to expand to 6-lanes in the future. With Leander Independent School District constructing their new Early Childhood Development Center at the corner of Halsey Drive and San Gabriel Parkway West, this road will be impacted with cyclical waves of heavy traffic in the morning and afternoon, possibly creating gridlock.

☐ Project requires hiring new staff	Anticipated Number of New Employees:	0	Usable Life of Asset:	30	Years
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PROJECT COSTS	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
Design Consultant	\$ -	\$ 3,355,710	\$ 838,928	\$ -	\$ -	\$ -	\$ -	\$ 4,194,638
Construction	\$ -	\$ -	\$ -	\$ 17,375,000	\$ -	\$ -	\$ -	\$ 17,375,000
Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection/Testing	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
Contingencies	\$ -	\$ -	\$ -	\$ 4,343,750	\$ -	\$ -	\$ -	\$ 4,343,750
Other (easements and Right-Of-Way)	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
<i>Total Estimated Cost</i>	\$ -	\$ 3,355,710	\$ 2,338,928	\$ 21,918,750	\$ -	\$ -	\$ -	\$ 27,613,388

PROJECT BUDGET	Prior	FY26	FY27	FY28	FY29	FY30	Future	Total
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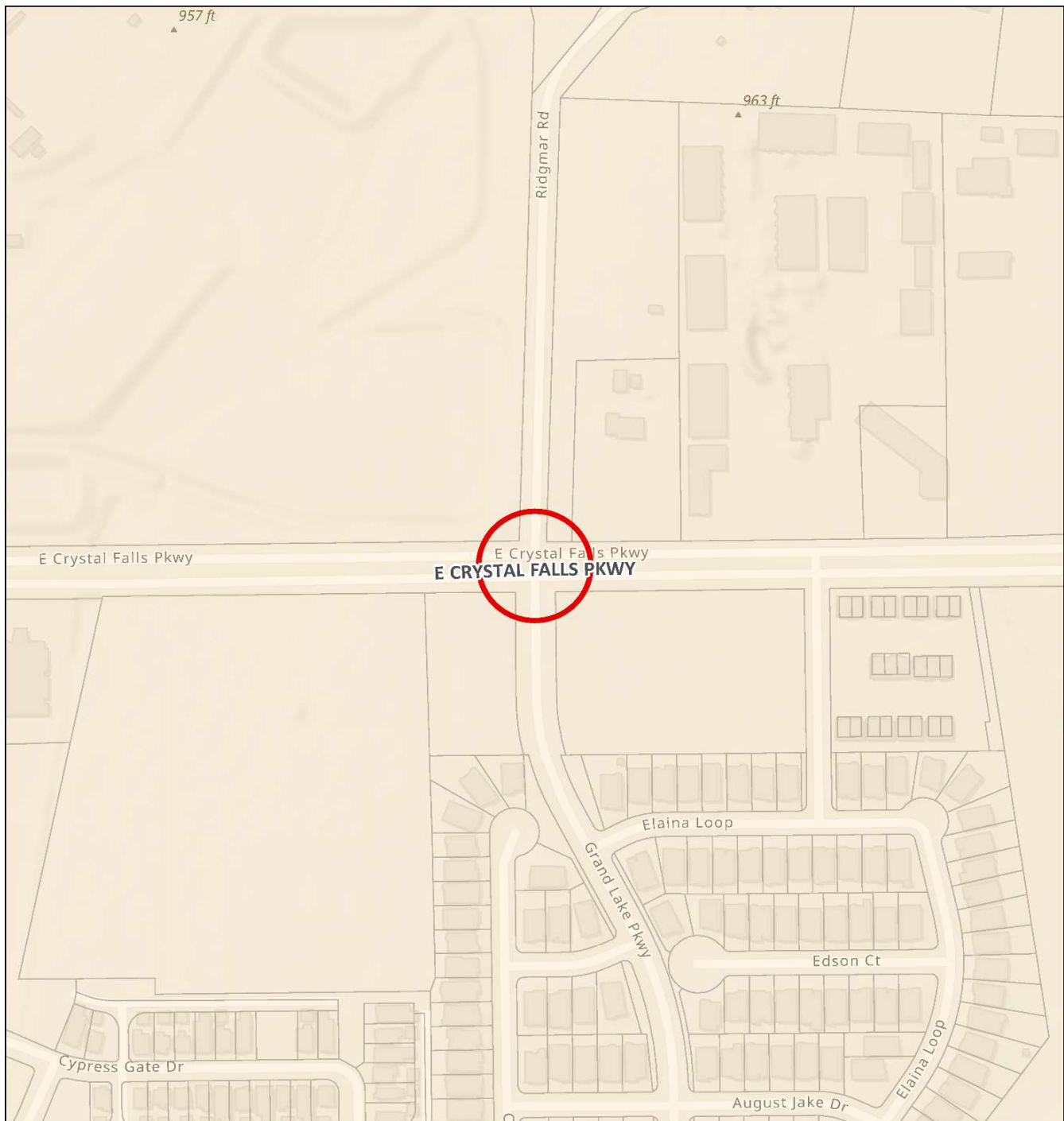
FUNDING SOURCE

Account No.	Fund							
50	September Debt Issuance 2025	\$ -	\$ 3,355,710	\$ 2,338,928	\$ 20,718,750	\$ -	\$ -	\$ 26,413,388
12	Substandard Boundary Streets	\$ -	\$ -	\$ -	\$ 893,905	\$ -	\$ -	\$ 893,905
44	Roadway Impact Fees - A	\$ -	\$ -	\$ -	\$ 306,095	\$ -	\$ -	\$ 306,095
Total Revenues		\$ -	\$ 3,355,710	\$ 2,338,928	\$ 21,918,750	\$ -	\$ -	\$ 27,613,388

EXPENDITURE

50-	TBD	\$ -	\$ 3,355,710	\$ 2,338,928	\$ 20,718,750	\$ -	\$ -	\$ 26,413,388
12-	TBD	\$ -	\$ -	\$ -	\$ 893,905	\$ -	\$ -	\$ 893,905
44-	TBD	\$ -	\$ -	\$ -	\$ 306,095	\$ -	\$ -	\$ 306,095
Total Expenditures		\$ -	\$ 3,355,710	\$ 2,338,928	\$ 21,918,750	\$ -	\$ -	\$ 27,613,388

Note: All amounts are shown in current dollars



CIP Program

T.89 - Grand Lake Parkway at East Crystal Falls Parkway - Intersection Improvements

Transportation Projects

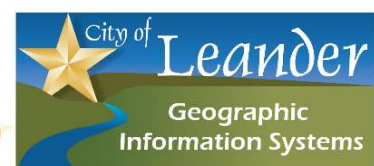
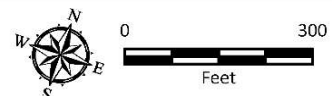


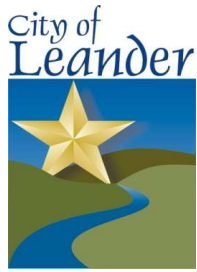
T.89

Leander City Limits

Parcels (WCAD)

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.89	RANKING:	N/A
PROJECT TITLE	Grand Lake Parkway at East Crystal Falls Parkway - Intersection Improvement	MATRIX SCORE:	N/A
DEPARTMENT(S)	Transportation		

PROJECT DESCRIPTION:

Project includes installation of temporary erosion control measures, new traffic signal and signal timings, advance flashing beacon assembly, pedestrian signals, new pavement striping, and signage. Associated intersection improvements include sidewalk, crosswalk, curb ramp, and conduit improvements, as well as potential extension of left turn bays on East Crystal Falls Parkway.

Location	Ridgmar Drive and Grand Lake Parkway at East Crystal Falls Parkway.		
Limits From/To:	Intersection		
Schedule	Duration	For Non Utility CIP projects - Check all that apply: ☐ Project will also involve the need for NEW City Utility Infrastructure, including Fiber conduit. ☐ Project Cost Estimate Below DOES include cost for new utility infrastructure. ☒ Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.	
Design Phase	12 months		
ROW/Esmt Acq.	none		
Construction	12 months		

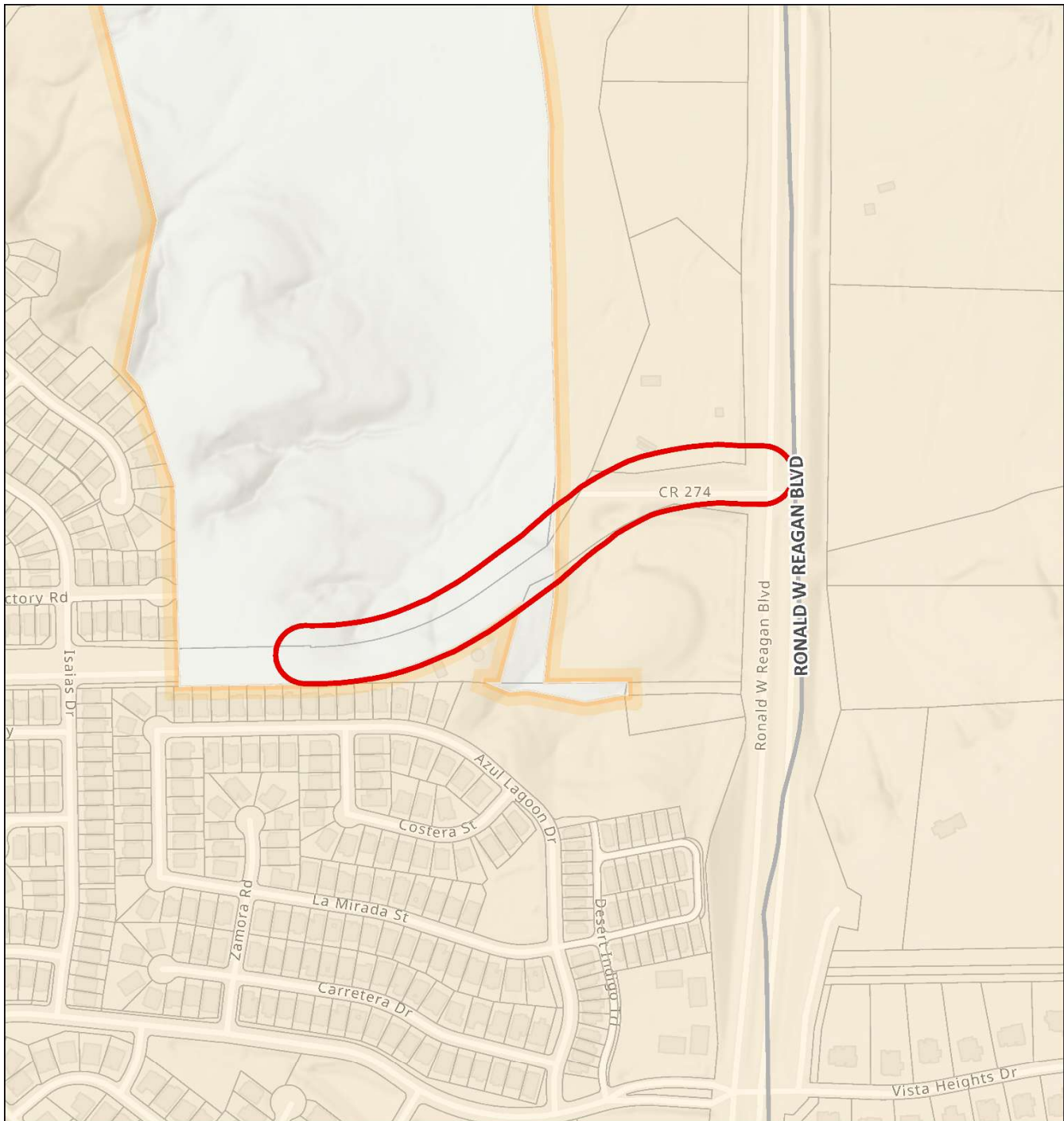
PROJECT NEED/BENEFITS

From Transportation Master Plan. This project will help facilitate traffic in and out of the Ridgmar and Cold Springs neighborhoods.

☐ Project requires hiring new staff	Anticipated Number of New Employees:			0	Usable Life of Asset:		30	Years
PROJECT COSTS	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
Design Consultant	\$ -	\$ 313,326	\$ 78,332	\$ -	\$ -	\$ -	\$ -	\$ 391,658
Construction	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 800,000
Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection/Testing	\$ -	\$ -	\$ 37,000	\$ -	\$ -	\$ -	\$ -	\$ 37,000
Contingencies	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Estimated Cost	\$ -	\$ 313,326	\$ 1,115,332	\$ -	\$ -	\$ -	\$ -	\$ 1,428,658

PROJECT BUDGET	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
FUNDING SOURCE								
Account No.	Fund							
50	September Debt Issuance 2025	\$ -	\$ 313,326	\$ 1,042,828	\$ -	\$ -	\$ -	\$ 1,356,154
12	Substd Boundary Streets	\$ -	\$ -	\$ 72,504	\$ -	\$ -	\$ -	\$ 72,504
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ -	\$ 313,326	\$ 1,115,332	\$ -	\$ -	\$ -	\$ 1,428,658
EXPENDITURE								
50-	TBD	\$ -	\$ 313,326	\$ 1,042,828	\$ -	\$ -	\$ -	\$ 1,356,154
12-	TBD	\$ -	\$ -	\$ 72,504	\$ -	\$ -	\$ -	\$ 72,504
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ -	\$ 313,326	\$ 1,115,332	\$ -	\$ -	\$ -	\$ 1,428,658

Note: All amounts are shown in current dollars



CIP Program

T.120 - San Gabriel Pkwy East - Phase 2A North Two Lanes

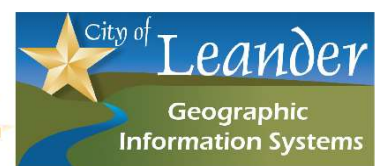
Transportation Projects

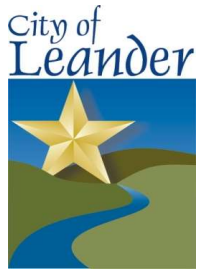
 T.120

 Leander City Limits

 Parcels (WCAD)

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.120	RANKING:	49
PROJECT TITLE	San Gabriel Parkway Phase 2A - North Two Lanes	MATRIX SCORE:	0
DEPARTMENT(S)	Engineering		

PROJECT DESCRIPTION:

San Gabriel Parkway Phase 2 was contracted for the south two lanes of a 4-lane roadway. This project adds the two north lanes to provide for a complete four lane road, including paved lanes, curb and gutter, stormwater drains, fiber conduit, retaining walls.

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

PROJECT NEED/BENEFITS

From Transportation Master Plan. This completes the four lanes for this roadway profile. With the growth and the need for an east-west thoroughfare, these two north lanes need to be added to the project to provide for a full roadway. The City was originally waiting on the adjacent landowner to develop, but through a series of discussions, the landowner has expressed that there is no desire to develop this property in the near future.

☐ Project requires hiring new staff	Anticipated Number of New Employees:	0	Usable Life of Asset:	30	Years
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PROJECT COSTS	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
Design Consultant	\$ -	\$ 595,178	\$ 148,795	\$ -	\$ -	\$ -	\$ -	\$ 743,973
Construction	\$ -	\$ -	\$ 6,100,000	\$ -	\$ -	\$ -	\$ -	\$ 6,100,000
Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection/Testing	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Contingencies	\$ -	\$ -	\$ 1,525,000	\$ -	\$ -	\$ -	\$ -	\$ 1,525,000
Other (easements and Right-of-Way)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Total Estimated Cost</i>	\$ -	\$ 595,178	\$ 7,923,795	\$ -	\$ -	\$ -	\$ -	\$ 8,518,973

PROJECT BUDGET	Prior	FY26	FY27	FY28	FY29	FY30	Future	Total
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FUNDING SOURCE

Account No.	Fund							
50	September Debt Issuance 2025	\$ -	\$ 595,178	\$ 7,923,795	\$ -	\$ -	\$ -	\$ 8,518,973
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ -	\$ 595,178	\$ 7,923,795	\$ -	\$ -	\$ -	\$ 8,518,973

EXPENDITURE

50-	TBD	\$ -	\$ 595,178	\$ 7,923,795	\$ -	\$ -	\$ -	\$ 8,518,973
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ -	\$ 595,178	\$ 7,923,795	\$ -	\$ -	\$ -	\$ 8,518,973

Note: All amounts are shown in current dollars

City of
Leander



105 N. Brushy Street
Leander, TX 78641

www.leandertx.gov



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Discuss and consider action on proposed funding options up to \$120,280.00 for the City of Leander's America 250 celebration in 2026.

BACKGROUND:

Staff is providing three (3) levels of funding options for City Council consideration to support Leander's coordinated, City-wide celebration of America's 250th anniversary in 2026. This milestone, known nationally as America 250, represents a once-in-a-generation opportunity to honor the nation's history, commemorate its achievements, and bring the community together in a meaningful and celebratory way.

The proposed options allow the City to determine the desired scale and visibility of its participation in this nationwide commemoration. Each option outlines a different scope of programming and enhancements, ranging from expanded community engagement opportunities and major celebratory elements to the baseline activities already funded.

Liberty Fest is planned for July 3, 2026, consistent with the schedule followed over the past several years and will again consist of live music, fireworks, vendors, and children's activities. Options one and two listed below are enhancements that would be in addition to the standard Liberty Fest event.

Option 1: Full America 250 Celebration – \$120,280.00

Option 1 offers the most comprehensive and immersive celebration of America's 250th anniversary, incorporating proposed enhancements, programming, and decorations. This full-scale package delivers a city-wide experience with the highest level of visibility, engagement, and patriotic impact. This option includes Liberty Fest plus the additions outlined below.

Includes:

- Community giveaways (small American flags, patriotic wristbands, and commemorative coins, etc.)
- America 250 decorations across City Hall, Pat Bryson Municipal Hall, Devine Lake Park, monuments, trees, and public spaces
- Custom banners in Old Town and pole banners along Northline
- Inflatable eagle and inflatable archway at Devine Lake Park
- Council Chambers decorations and building lighting in red, white, and blue for City Hall and Pat Bryson Municipal Hall
- Illuminated 250 sign
- Lantern Trail with candle lanterns and shepherd hooks
- Expanded Library programming
- Senior Activity Center programs (food, crafts, decorations, and guest speakers)
- Golf Course Glow Ball Tournament and decorations

- Full pre-Liberty Fest weekend activities: Movie in the Park, live music, inflatables, vendors, Freedom Fun Glow Run (5K), pet parade, sidewalk chalk, games, etc.
- Bike / Pedestrian Patriotic Parade
- Shirts for Council and all staff
- \$60,000.00 drone show presented in addition to the traditional fireworks display

Option 2: Mid-Level America 250 Celebration – \$74,505.00

Option 2 provides an approach that enhances the America 250 celebration with key decorations, programs, and community activities while scaling back the most expensive components of Option 1. It maintains strong visibility and engagement without the full cost of the comprehensive package. This option includes Liberty Fest plus the additions outlined below.

Includes Option 1 with the following reductions:

- Scaled down \$40,000.00 drone show
- Lantern Trail removed
- Parade removed
- Staff shirts removed (jerseys maintained for Council)
- Various reductions across decorations and supplies

Option 3: Base Level Liberty Fest Event (No Additional Funding)

Option 3 provides the standard Independence Day experience funded within existing department budgets. It maintains traditional Liberty Fest programming without America 250-specific enhancements. The approved FY26 Liberty Fest budget is \$95,000.

Includes:

- Standard Liberty Fest event, which includes live music, food vendors, children's activities, and fireworks
- No expanded America 250 programs

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends discussion and direction regarding the option the City Council wishes to pursue.

PRESENTER:

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

Fiscal Impact

Attachments:

1. America's 250 Program Cost Options

Leander Celebrates America's 250 Anniversary

Option 1

Give-a-Ways

Item	Cost
Small American Flags on Sticks	\$ 440.91
Patriotic Silicone Wristbands	\$ 1,766.96
Commemorative Coins	\$ 3,250.00
	\$ 5,457.87

Devine Lake Park Entry Decorations

Item	Cost
7ft. Inflatable American Flying Bald Eagle	\$ 44.64
9ft. Patriotic Inflatable Archway	\$ 60.99
	\$ 105.63

City Hall

Item	Cost
City Hall and Pat Bryson Building Lighting (Red, White, Blue)	\$ 3,677.00
Council Chambers Decorations	\$ 300.00
	\$ 3,977.00

Banners

Item	Cost
(14) 24"x48" Banners, Custom America 250 Design - Old Town	\$ 1,290.50
Pole Banners (4 sets of 10) - Northline	\$ 2,000.00
	\$ 3,290.50

Drone Show

Item	Cost
Drone Show	\$ 60,000.00
	\$ 60,000.00

Leander Celebrates America's 250 Anniversary

Option 1

Lantern Trail

Item	Cost
Candle Lanterns	\$ 2,143.68
Shepherd Hooks	\$ 923.79
	\$ 3,067.47

Pre-Liberty Fest Event at Lakewood Park

Item	Cost
Sidewalk Chalk	\$ 37.20
Light Towers	\$ 1,351.00
Bands (2) 5pm-6:30pm / 6:45pm -8:15pm	\$ 750.00
Production with Lights / Generator / MC	\$ 3,150.00
Movie in the Park (Independence Day Movie with License)	\$ 584.71
Fun Run (Glow supplies, decorations, etc.)	\$ 3,929.62
Inflatables	\$ 2,636.00
Pet Parade	\$ 250.00
Game Awards	\$ 75.00
	\$ 12,763.53

Decorations: Monuments / Trees

Item	Cost
Decorate Monuments and Trees - City Hall / Red / White / Blue	\$ 1,000.00
250 Illuminated Sign	\$ 1,000.00
	\$ 2,000.00

Council Jerseys / All City Staff Shirts

Item	Cost
Jerseys	\$ 500.00
Staff Shirts (550)	\$ 5,800.00
	\$ 6,300.00

Leander Celebrates America's 250 Anniversary

Option 1

Senior Activity Center

Item	Cost
Guest Speakers - VFW / Veterans	\$ -
Food / Crafts / Pot Luck	\$ 250.00
Decorations	\$ 460.00
	\$ 710.00

Parade (Municipal to Old Town)

Item	Cost
Staff - Parks and Recreation	\$ 5,333.00
Staff - Streets	\$ 3,961.00
Staff - Fire / Police	\$ 6,864.00
Awards	\$ 150.00
Portable Toilets	\$ 400.00
	\$ 16,708.00

Library Programming

Item	Cost
Tea Party (Adults)	\$ 100.00
Sweet Land of Liberty <i>Nailed It! Competition</i> (Teens)	\$ 200.00
LiberTEA Party (Childrens)	\$ 200.00
Parade Entry	\$ 200.00
Patriotic Decorations	\$ 500.00
	\$ 1,200.00

Golf Programming

Item	Cost
Glow Ball Tournament	\$ 4,200.00
Patriotic Decorations	\$ 500.00
	\$ 4,700.00

Leander Celebrates America's 250 Anniversary

Option 1

TOTAL COST	\$ 120,280.00
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Leander Celebrates America's 250 Anniversary

Option 2

Give-a-Ways

Item	Cost
Small American Flags on Sticks	\$ 440.91
Patriotic Silicone Wristbands	\$ 1,766.96
Commemorative Coins	\$ 3,250.00
Subtotal	\$ 5,457.87

Devine Lake Park Entry Decorations

Item	Cost
7ft. Inflatable American Flying Bald Eagle	\$ 44.64
9ft. Patriotic Inflatable Archway	\$ 60.99
Subtotal	\$ 105.63

City Hall

Item	Cost
City Hall and Pat Bryson Building Lighting (Red, White, Blue)	\$ 3,677.00
Council Chambers Decorations	\$ 300.00
Subtotal	\$ 3,977.00

Banners

Item	Cost
(14) 24"x48" Banners, Custom America 250 Design - Old Town	\$ 1,290.50
Pole Banners (4 sets of 10) - Northline	\$ 2,000.00
Subtotal	\$ 3,290.50

Drone Show

Item	Cost	Reduction	New Cost
Drone Show	\$ 60,000.00	\$ (20,000.00)	\$ 40,000.00
Subtotal	\$ 60,000.00	\$ (20,000.00)	\$ 40,000.00

Leander Celebrates America's 250 Anniversary

Option 2

Lantern Trail

Item	Cost	Reduction	New Cost
Candle Lanterns	\$ 2,143.68	\$(2,143.68)	
Shepherd Hooks	\$ 923.79	\$(923.79)	
Subtotal	\$ 3,067.47	\$(3,067.47)	\$ -

Pre-Liberty Fest Event at Lakewood Park

Item	Cost
Sidewalk Chalk	\$ 37.20
Light Towers	\$ 1,351.00
Bands (2) 5pm-6:30pm / 6:45pm -8:15pm	\$ 750.00
Production with Lights / Generator / MC	\$ 3,150.00
Movie in the Park (Independence Day Movie with License)	\$ 584.71
Fun Run (Glow supplies, decorations, etc.)	\$ 3,929.62
Inflatables	\$ 2,636.00
Pet Parade	\$ 250.00
Game Awards	\$ 75.00
Subtotal	\$ 12,763.53

Decorations: Monuments / Trees

Item	Cost
Decorate Monuments and Trees - City Hall / Red / White / Blue	\$ 1,000.00
250 Illuminated Sign	\$ 1,000.00
Subtotal	\$ 2,000.00

Council Jerseys / All City Staff Shirts

Item	Cost	Reduction	New Cost
Jerseys	\$ 500.00		\$ 500.00
Staff Shirts (550)	\$ 5,800.00	\$(5,800.00)	
Subtotal	\$ 6,300.00	\$(5,800.00)	\$ 500.00

Leander Celebrates America's 250 Anniversary

Option 2

Senior Activity Center

Item	Cost
Guest Speakers - VFW / Veterans	\$ -
Food / Crafts / Pot Luck	\$ 250.00
Decorations	\$ 460.00
Subtotal	\$ 710.00

Parade (Municipal to Old Town)

Item	Cost	Reduction	New Cost
Staff - Parks and Recreation	\$ 5,333.00	\$(5,333.00)	
Staff - Streets	\$ 3,961.00	\$(3,961.00)	
Staff - Fire / Police	\$ 6,864.00	\$(6,864.00)	
Awards	\$ 150.00	\$(150.00)	
Portable Toilets	\$ 400.00	\$(400.00)	
Subtotal	\$ 16,708.00	\$(16,708.00)	\$ -

Library Programming

Item	Cost	Reduction	New Cost
Tea Party (Adults)	\$ 100.00		\$ 100.00
Sweet Land of Liberty <i>Nailed It! Competition</i> (Teens)	\$ 200.00		\$ 200.00
LiberTEA Party (Childrens)	\$ 200.00		\$ 200.00
Parade Entry	\$ 200.00	\$(200.00)	
Patriotic Decorations	\$ 500.00		\$ 500.00
Subtotal	\$ 1,200.00	\$(200.00)	\$ 1,000.00

Golf Programming

Item	Cost
Glow Ball Tournament	\$ 4,200.00
Patriotic Decorations	\$ 500.00
Subtotal	\$ 4,700.00

Leander Celebrates America's 250 Anniversary

Option 2

TOTAL COST	Cost	Reduction	New Cost
	\$ 120,280.00	\$ (45,775.47)	\$ 74,504.53



EXECUTIVE SUMMARY
4/16/2026

AGENDA SUBJECT:

Discuss potential updates to the Composite Zoning Ordinance and other associated ordinances regarding in-home day care facilities.

BACKGROUND:

The purpose of this agenda item is to seek guidance from the City Council to make updates to the Code of Ordinance to provide clarification of the requirements for home day care facilities, day care facilities, and home schools. Currently, the Composite Zoning Ordinance allows for in-home day cares for five (5) or fewer children. This use is allowed in all single-family residential zoning districts. Day Care Centers are allowed in the LC (Local Commercial) use component and all other more intense use components.

ORDINANCE REFERENCES:

COMPOSITE ZONING ORDINANCE – ARTICLE I, SECTION 6

Day Care Center means a child care facility that provides care less than 24 hours a day for more than twelve (12) children under age fourteen (14) and licensed by the State of Texas.

Dwelling means any building or portion thereof which is designed for or used exclusively for residential purposes, including single-family, two-family and multi-family dwellings, but not including hotels, motels, campers, trailers, or other similar structures.

Dwelling Unit means a residential unit designed to accommodate one (1) household for living, sleeping, eating, cooking and sanitation.

COMPOSITE ZONING ORDINANCE – ARTICLE III, SECTION 1
SECTION 1: SFR – SINGLE-FAMILY RURAL

- a. **Statement of Intent:** The Single-Family Rural use component is intended for the development of single-family detached dwellings on lots one acre or larger in size and for other uses that are compatible and complimentary to large lot and very low density residential development. The purpose of this component is to provide regulations to preserve rural character and maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes. This component is also intended to preserve the larger tracts of land for future economic development in accordance with the Comprehensive Plan, while permitting rural/agricultural uses on the land to continue.
- b. **Conforming Uses:** Certain uses listed in this use component may also need to be supported by an appropriate site component to be permitted. A building or premise shall be used only for the following purposes:
 1. Single-family dwelling of not less than sixteen hundred (1,600) square feet of living area; accessory dwelling with a minimum living area of four hundred (400) square feet; and a maximum living area of nine hundred (900) square feet or 40% of the gross living area of the primary dwelling, whichever is

greater. However, for lots greater than three acres in size, there is no limit to the maximum size of the accessory dwelling.

2. Community services including community center, civic organizations, fraternal organizations, and cemetery / mausoleum not including a crematory or embalming facilities
3. Golf courses (public and private) and all associated improvements and activities, but not including miniature golf courses, golf practice ranges (unless associated with a golf course), or similar forms of commercial amusement
4. Day care (in home) for 5 or fewer children
5. Emergency services including fire, police and EMS stations
6. Family Home and Group Home-Class 1
7. Home occupations (see Article IV, Section 8 for Use Standards)

COMPOSITE ZONING ORDINANCE – ARTICLE III, SECTION 14

SECTION 14: LO – LOCAL OFFICE

- a. **Statement of Intent:** The Local Office use component allows for the development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a commercial street or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.
- b. **Conforming Uses:** Certain uses listed in this use component may also need to be supported by an appropriate site component in order to be permitted. A building or premise shall be used only for the following purposes:
 1. Any residential use if such use was established on the property as of September 1, 2005, the effective date of this ordinance.
 2. Group Home-Class 3 with approval of a Special Permit, Family Home, Group Home-Class 1 and Group Home-Class 2.
 3. Community services including community center and civic and fraternal organizations.
 4. Day care centers and group day care homes

COMPOSITE ZONING ORDINANCE – ARTICLE III, SECTION 1

PARKING REQUIREMENTS

d. Enclosed Garage and Parking

1. Dwelling units with three or more bedrooms and lots having an accessory dwelling: A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.
2. Dwelling units with two or less bedrooms and not having an accessory dwelling: A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided for each lot.
3. Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

COMPOSITE ZONING ORDINANCE – ARTICLE VI, SECTION 3

PARKING REQUIREMENTS

CIVIC USES		
Educational & Daycare	Elementary Schools	greater of 1:4 seats in auditorium or 2:classroom

Facilities	Secondary Schools, colleges	greater of 1:4 seats in auditorium or 10:classroom
	Day Care Center	1:400 sq. ft.

RESEARCH – SURROUNDING CITIES

	Cedar Park	Georgetown	Round Rock	Taylor	Hutto	Pflugerville
Number of Children allowed	6 or fewer under 14, after school care for not more 6 additional	6 or fewer under 14, plus no more than 6 children ages 5 to 13, no more than 12 at any time	6 or fewer	6 or fewer	6 or fewer	6 or fewer
Site Improvement Requirements	Conditional Use requirement that there is adequate space provided on site for temporary parking, drop-off, and pick-up during peak times.	No	No	No	No	No
Can the garage be converted?	No	No	Yes	Special Use Permit required	Yes	Yes

HISTORY/TIMELINE:

09/01/2005 – Composite Zoning Ordinance Adopted

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The City's zoning limitation is based strictly on land-use intensity and neighborhood compatibility, not on health and safety standards governed by Health and Human Services Commission (HHSC). It is important to note: the City building and/or fire codes regulating fire safety requirements for a family home will be preempted by the regulations established in Chapter 42, Texas Human Resources Code, and HHSC regulations, which are found in Title 26, Chapter 742, Texas Administrative Code (TAC). Staff is requesting feedback on a proposed ordinance update to clarify in home day care facilities. Staff sees the following options:

OPTION 1 – Maintain the current ordinance allowing in-home day cares with the limit of five (5) or fewer children.

- **PROS** – Minimal impact on adjacent properties.
- **CONS** – Does not help address the growing need for affordable childcare.
- **ORDINANCE UPDATE**
 - Add a definition of “in-home day care.”

OPTION 2 – Increase the limit to six (6) or fewer children for in-home day cares.

- **PROS** – Minimal impact on adjacent properties. Most surrounding cities allow at least six (6) children in an in-home day care.
- **CONS** – Although slightly expanded, this still may not sufficiently address the increasing demand for affordable childcare.
- **ORDINANCE UPDATE**
 - Add a definition of “in-home day care.”

OPTION 3 – Allow up to six (6) children under age 14, plus up to six (6) additional children for after-school care. Total enrollment could increase during after-school hours while maintaining morning limits.

- **PROS** – Minor impacts to adjacent properties and expands childcare options. Morning traffic would remain similar, as the limit for children under 14 remains at six (6) or fewer. After-school enrollment would distribute traffic impacts later in the day while increasing capacity.
- **CONS** – Increasing enrollment could require structural changes, such as an addition or garage conversion, potentially altering the home’s character. Converting the garage may result in a reduction to the available parking for the resident as well as the in-home day care.
- **ORDINANCE UPDATES**
 - Add a definition of “in-home day care.”
 - Add standards for temporary parking and traffic circulation and drop-off/pick-up.
 - Add standards for situations requiring garage conversion to preserve residential character.
 - Add standards for outdoor play areas.
 - Consider a requirement for a Specific Use Permit for more than six (6) children.

OPTION 4– Increase the limit to twelve (12) or fewer children. Allows the largest expansion of enrollment.

- **PROS** – Significantly increases childcare availability.
- **CONS** – Larger enrollment could require additions or garage conversions, altering the structure’s residential nature. Converting the garage may result in a reduction to the available parking for the resident as well as the in-home day care. Adjacent properties may experience more noticeable impacts during morning and afternoon peak times.
- **ORDINANCE UPDATES**
 - Add a definition of “in-home day care.”
 - Add standards for temporary parking and traffic circulation and drop-off/pick-up.
 - Add standards for situations requiring garage conversion to preserve residential character.
 - Add standards for outdoor play areas.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services
 Joshua Davis, Fire Marshal

Fiscal Impact

Attachments:

1. Att 1 Day Care Workshop PowerPoint
2. Att 2 SB 599 Bill Analysis

DAY CARE WORKSHOP

Current Zoning Ordinance

- In-Home Day Care allows 5 or fewer children
- In-Home Day Cares are allowed for all properties zoned for residential use

DAY CARE WORKSHOP

Surrounding Cities

	Cedar Park	Georgetown	Round Rock	Taylor	Hutto	Pflugerville
Number of Children	Up to 6 under 14, up to 6 additional for after school.	Up to 6 under 14, plus up to 6 ages 5 to 13, no more than 12 at any time.	6 or fewer	6 or fewer	6 or fewer	6 or fewer
Site Requirements	Conditional Use required to ensure adequate space provided on site for temporary parking, drop-off, and pick-up during peak times.	No	No	No	No	No
Garage Conversion?	No	No	Yes	Special Use Permit required	Yes	Yes

DAY CARE WORKSHOP

Ordinance Update Options

- **OPTION 1: No Change (limit remains at 5 children)**
- **OPTION 2: Allow up to 6 children**
- **OPTION 3: Allow up to 6 children, plus up to 6 children for afterschool care**
- **OPTION 4: Allow up to 12 children**

DAY CARE WORKSHOP

Ordinance Update Options

- **OPTION 1: No Change (limit remains at 5 children)**
 - **PROS** – Minimal impact on adjacent properties.
 - **CONS** – Does not help address the growing need for affordable childcare.
 - **ORDINANCE UPDATE**
 - Add a definition of “in-home day care.”

DAY CARE WORKSHOP

Ordinance Update Options

- **OPTION 2: Allow up to 6 children**
 - **PROS** – Minimal impact on adjacent properties. Most surrounding cities allow at least 6 children in an in-home day care.
 - **CONS** – Although slightly expanded, this still may not sufficiently address the increasing demand for affordable childcare.
 - **ORDINANCE UPDATE**
 - Add a definition of “in-home day care.”

DAY CARE WORKSHOP

Ordinance Update Options

- **OPTION 3: Allow up to 6 children, plus up to 6 children for afterschool care**
 - **PROS** – Minor impacts to adjacent properties and expands childcare options. Morning traffic would remain similar; afterschool traffic spread later in the day.
 - **CONS** – Higher enrollment may require structural changes (e.g. additions or garage conversions) that could alter the home's character and parking.
 - **ORDINANCE UPDATES**
 - Add a definition of “in-home day care.”
 - Add standards for temporary parking and for traffic circulation and dropoff/pickup.
 - Add standards for situations requiring garage conversion to preserve residential character.
 - Add standards for outdoor play areas.

DAY CARE WORKSHOP

Ordinance Update Options

- **OPTION 4: Allow up to 12 children**
 - **PROS** – Significantly increases childcare availability.
 - **CONS** – Larger enrollment could require additions or garage conversions, altering the structure's residential nature and parking. Adjacent properties may experience more noticeable impacts during morning and afternoon peak times.
 - **ORDINANCE UPDATES**
 - Add a definition of “in-home day care.”
 - Add standards for temporary parking and traffic circulation and dropoff/pickup.
 - Add standards for situations requiring garage conversion to preserve residential character.
 - Add standards for outdoor play areas.

ATTACHMENT A

<https://capitol.texas.gov/tlodocs/89R/analysis/html/SB00599F.htm>

BILL ANALYSIS

Senate Research Center

S.B. 599
By: West
Health & Human Services
6/3/2025
Enrolled

AUTHOR'S / SPONSOR'S STATEMENT OF INTENT

The Texas Health and Human Services Commission (HHSC) establishes comprehensive statewide minimum standards for the health and safety of childcare facilities and registered family homes in Chapter 42 of the Human Resource Code. The code requires each childcare facility and registered family home to earn a license issued by the department. Additional HHSC responsibilities include collecting and publishing data on reported incidents in licensed day-care centers that impair the basic safety, health, or welfare of a child. Incidents refer to the number of violations, children's serious injuries, etc. Other components of the code include ensuring that there are qualified personnel, proper distribution of medication, safe homes, and food that meets the Child and Adult Care Food Program's standards.

In some Texas cities, municipal code enforcement is requiring licensed childcare homes and registered family homes to modify their facilities beyond the scope of state-level childcare regulation. Additionally, some Texas cities are restricting childcare center capacity beyond the restrictions in state standards. Childcare facilities and registered family homes need regulatory certainty.

S.B. 599 prohibits a political subdivision from requiring a licensed childcare home or registered family home to comply with health and safety standards that exceed those already set forth by HHSC. It will ensure that childcare facilities can prevent incurring more costs, remain open, and have regulatory certainty.

(Original Author's/Sponsor's Statement of Intent)

S.B. 599 amends current law relating to the authority of a political subdivision to regulate a licensed, registered, or listed group day-care home or family home.

RULEMAKING AUTHORITY

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

SECTION BY SECTION ANALYSIS

SECTION 1. Amends Chapter 250, Local Government Code, by adding Section 250.014, as follows:

Sec. 250.014. GROUP DAY-CARE HOME AND FAMILY HOME REGULATORY CERTAINTY. Prohibits a political subdivision from adopting or enforcing an ordinance, order, or other measure that requires a group day-care home or family home licensed, registered, or listed under Chapter 42 (Regulation of Certain Facilities, Homes, and Agencies that Provide Child-Care Services), Human Resources Code, to comply with health and safety standards that exceed the standards established by statute or Health and Human Services Commission rule.

SECTION 2. Effective date: upon passage or September 1, 2025.