AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - May 5, 2022
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

Mayor – Christine DeLisle	**Place 4 – Na'Cole Thompson**
Place 1 – Kathryn Pantalion-Parker	**Place 5 – Chris Czernek**
Place 2 – Esme Mattke Longoria	**Place 6 – Becki Ross, *Mayor Pro Tem***
Place 3 – Jason Shaw	**City Manager – Rick Beverlin**

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

2. Roll Call.

3. Convene into Executive Session pursuant to:
(1) Section 551.071, Texas Government Code, and Rule 1.05, Texas Rules of Professional Conduct, to consult with legal counsel regarding vacating Memorandum of Understanding with TxDOT pertaining to traffic signal acquisition; and
(2) Section 551.072, to deliberate the acquisition of property located in L.B. Johnson Survey, Abstract 350 for the purpose of a Special Warranty Deed and drainage easement for the San Gabriel Parkway Project (CIP T.11); and
(3) Section 551.072 and 551.087, Texas Government Code, Deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one (1) or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting development negotiations.

   Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:
(1) Memorandum of Understanding with TxDOT pertaining to traffic signal acquisition; and
(2) Special Warranty Deed and drainage easement for the San Gabriel Parkway Project (CIP T.11); and
(3) One or more business prospects.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

5. Roll Call.

6. Leander History

7. Staff Report
    - Public Works

8. Public comments on items <u>not</u> listed in the agenda.

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

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

9. Recognitions/Proclamations/Visitors.
    - Leander Pride Day (May 14)
    - National Police Week Proclamation (May 15-21)

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on April 21, 2022.

11. Approval of purchase Microsoft 365 Licenses from SHI Government Solutions, Inc. in the amount of $157,516.80 utilizing Texas DIR Contract DIR-TSO-4092; and authorize the City Manager to execute any and all necessary documents and renewals.

12. Approval of the award of Solicitation #S22-023 to Lone Star Paving Company for Roadway Rehabilitation FY 2022 in the total amount of $1,911,312.95; and authorize the City Manager to execute any and all necessary documents.

13. Acceptance of public infrastructure improvements for Bar W Commercial (19-PICP-029).

14. Reject bid for Solicitation #S22-015 regarding Fire Station No. 2 renovation and addition located at 1950 Crystal Falls Parkway.

15. Approval of the Second Reading of an Ordinance regarding Zoning Case 22-TOD-Z-004 to amend the current zoning of SFU-2-B (Single-Family Urban), GC-3-C (General Commercial), and T4 Transect (General Urban Zone) to T5 Transect (Urban Center Zone) on twenty-one parcels of land approximately 6.652 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036035–R036040, R036043–R036046, R036072, R036074, R036078–R036080, R036087–R036089, R036104, R036105, and R097401; and generally located on the east side of N. Brushy Street between W. Broade Street and W. South Street, and located along Broade Street between Brushy Street and N. West Drive, Leander, Williamson County, Texas.

16. Approval of the Second Reading of an Ordinance regarding Ordinance Case 22-OR-001 to amend the Composite Zoning Ordinance to adopt regulations for Mobile Food Establishments, update accessory structure requirements, updating definitions, and to provide for related matters; Williamson & Travis Counties, Texas.

17. Approval of a letter agreement for Addington Homestead Letter Agreement Case 22-DA-008 regarding the platting process; located at 4508 Valley View Road; Williamson County, Texas.

PUBLIC HEARING: ACTION

18. Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022A, in an aggregate principal amount not to exceed $22,500,000.00, for the purpose of paying contractual obligations of the City to be incurred for

    1. The construction of city-wide road, street and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to Hero Way East and
    2. The payment of professional services and costs of issuance related thereto.

    - Discuss and consider action on an Ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022A; Authorizing the sale thereof; and enacting provisions incident and related to the issuance of said certificates, in an aggregate principal amount not to exceed $22,500,000.00, for the purpose of paying contractual obligations of the City to be incurred as described above.

19. Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022B, in an aggregate principal amount not to exceed $34,500,000.00, for the purpose of paying contractual obligations of the City to be incurred for

    1. The construction, acquisition and installation of additions, improvements and extensions to the City's waterworks and sewer system, including but not limited to the City’s participation in the Brushy Creek Regional Wastewater System East Plant expansion and
    2. The payment of professional services and costs of issuance related thereto.

    - Discuss and consider action on an Ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022B; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said certificates, in an aggregate principal amount not to exceed $34,500,000.00, for the purpose of paying contractual obligations of the City to be incurred as described above.

20. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-006 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured Home) to LC-2-C (Local Commercial) on one (1) parcel of land approximately 0.487 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035493; and addressed at 607 Crystal Falls Parkway, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case 22-Z-006 as described above.

REGULAR AGENDA

21. Discuss and consider action on the First Reading of an Ordinance regarding Special Use Case 22-SU-001 to allow for the temporary residential use of a travel trailer or recreational vehicle for use by an ill, convalescent or otherwise disabled friend or relative needing care from the occupant of the primary residence, or a friend or relative providing necessary care for an ill, convalescent or otherwise disabled occupant; on one parcel of land approximately 0.3856 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036092; and more commonly known as 107 Bagdad Street, Leander, Williamson County, Texas.

22. Discuss and consider action on Tree Removal Case 21-TRP-002 regarding removal of Significant and Heritage Trees associated with The Square at Crystal Falls Site Development generally located on the southeast of the intersection of Crystal Falls Parkway and S. Bagdad Road, Leander, Williamson County, Texas.

23. Discuss and consider action on the creation of an Old Town Master Plan Advisory Committee.

24. Discuss and consider action on submitting a water contract application to Lower Colorado River Authority (LCRA) for the Second Amendment to the water contract for municipal uses between LCRA and City of Leander; with request to increase the Maximum Annual Quantity (MAQ) to thirty-four thousand (34,000) acre feet; and authorize the City Manager to sign any and all necessary documents.

25. Discuss and consider action on a Resolution of the City of Leander, Texas, supporting a comprehensive plan for the management of water system treatment capacity and demand, and providing for related matters.

26. Discuss and consider action on road closures for Liberty Fest 2022 to be held at Lakewood Park on July 4, 2022.

27. Convene back into Executive Session pursuant to:
(4) Section 551.071, Texas Government Code, and Rule 1.05, Texas Rules of Professional Conduct, to consult with legal counsel regarding enforcement of the City of Leander Home Rule Charter.

    Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:
    (4) Enforcement of the City of Leander Home Rule Charter.

28. Council Member Closing Statements.

29. Adjournment

CERTIFICATION
This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 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 55 1.071 [litigation and certain Consultation with attorney]. 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 29th day of April 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC

AGENDA ITEM # 10

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:
Approval of the minutes for meeting held on April 21, 2022.

BACKGROUND:
Attached are the minutes for meetings held on April 21, 2022.

PRESENTER:
Dara Crabtree, City Secretary

Attachments

1. Draft Minutes

MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - April 21, 2022

Mayor – Christine DeLisle	**Place 4 – Na'Cole Thompson**
Place 1 – Kathryn Pantalion-Parker	**Place 5 – Chris Czernek**
Place 2 – Esme Mattke Longoria	**Place 6 – Becki Ross, *Mayor Pro Tem***
Place 3 – Jason Shaw	**City Manager – Rick Beverlin**

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

BRIEFING WORKSHOP - CONVENE AT 5:30 PM

1. Opened meeting at 5:30 p.m.

2. Roll call reflected all present.

3. Staff Reports
   - Water Update included: water needs and development capacity; LCRA combined lake storage; Leander treatment capacity and water supply; water system past; CIP water projects; water system now; BCRUA expansion projects; water usage; partnerships; *[Recessed briefing workshop at 6:55 p.m.; reconvened briefing workshop at 7:21 p.m.];* conservation efforts; conservation phases; conservation program coordinator; irrigation pilot program; comprehensive plan; development regulations; current and proposed landscape plans; MUDs and PIDs.
   - Parks and Recreation Department Update included: senior activity center; senior activity center location; *[recessed at 7:56 p.m.; reconvened at 8:03 p.m.];* majority support construction of the senior center at Municipal Drive and to proceed; Old Town Park; Bryson Farmstead; golf club driving range; and upcoming events.
   - Election Update included: items on the ballot; changes in 2022; outreach; voter guide; news coverage; and after the election.

   Adjourned the briefing workshop at 8:33 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:08 p.m., Leander Fire Department presented the Colors with Joe Bob Ellison provided the Invocation and Mayor Christine led the Pledges of Allegiance.

5. Roll call reflected all present.

6. Public comments on items not listed in the agenda. No one spoke.

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

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

7. Recognitions/Proclamations/Visitors.
   - Air Quality Awareness Week (May 2-6)
   - Firefighter Appreciation Day (May 4)

[Recessed the regular meeting at 7:21 p.m.; reconvened the regular meeting at 8:50 p.m.]

CONSENT AGENDA: ACTION

Motion by Councilmember Becki Ross, Seconded by Councilmember Esme Mattke Longoria to approve items 8 through 12, 14 through 16 and 19.

Vote: 7 - 0

8. Approval of the minutes for meeting held on April 7, 2022.

9. Approval of purchase of eight (8) Self Contained Breathing Apparatus (SCBA) and twenty-five (25) SCBA cylinders for the Fire Department from Municipal Emergency Services in the amount of $94,614.22 utilizing BuyBoard Contract 603-20; and authorize the City Manager to execute any and all necessary documents.

10. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) to Arrowmont for the Panda Express project located at 132 W. Metro Drive to provide for three (3) concrete pours beginning at 3:00 a.m. from April 25 - June 25, weather dependent; and requiring Arrowmont to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

11. Approval of Amendment 2 to K. Friese and Associates Task Order KFA-46 for the addition of a twenty-four (24) inch waterline along San Gabriel Parkway, from Pleasant Hill Road to just west of Logan Del Way, and a new elevated water storage tank at the San Gabriel East pump station (CIP W-41), in the amount of $9,615.00, and authorize the City Manager to execute any and all necessary documents.

12. Approval of Change Order No. 30 to the construction contract with DeNucci Constructors, LLC for the Northline Phase 1 project, decreasing the City's portion of the contract by the amount of $338,393.00 in exchange for increasing the developer’s portion of the contract by the amount of $338,393.00; new contract total for City Improvements of $10,582,444.75; and authorize the City Manager to negotiate and execute any and all necessary documents.

13. Approval of Amendment 1 to Kimley-Horn and Associates, Inc. Task Order KH-04 for the Roadway Impact Fee Study, for four (4) additional meetings and related services; increasing the amount by $5,000.00 for new total not to exceed $120,000.00; and authorize the City Manager to negotiate and execute any and all necessary documents; and provide an effective date.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Esme Mattke Longoria to approve Amendment 1 to Kimley-Horn and Associates, Inc. Task Order KH-04 for the Roadway Impact Fee Study, for four (4) additional meetings and related services; increasing the amount by $5,000.00 for new total not to exceed $120,000.00; and authorize the City Manager to negotiate and execute any and all necessary documents; and provide an effective date, following a discussion.

Vote: 7 - 0

14. Approval of a Special Event Permit and street closures for the Sunset Music Series: Juneteenth Jubilee to be held on June 18, 2022 in Old Town Park.

15. Approval of a Special Event Permit for the 10th Annual Leander Bull Riding Shootout to be held on May 7, 2022 with a contingency date of May 21, 2022 at the South San Gabriel River Park Property, Leander, Williamson County, Texas.

16. Approval of Development Agreement Case 22-DA-005 regarding the Maple Ranch Development on one (1) parcel of land approximately 8.26 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R473797; and generally located to the southwest of the intersection Palmera Ridge Boulevard and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

17. Approval of Tree Removal Case 21-TRP-002 regarding removal of Significant and Heritage Trees associated with The Square at Crystal Falls Site Development generally located on the southeast of the intersection of Crystal Falls Parkway and S. Bagdad Road, Leander, Williamson County, Texas.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to delay to May 5, 2022, regular meeting the Tree Removal Case 21-TRP-002 regarding removal of Significant and Heritage Trees associated with The Square at Crystal Falls Site Development generally located on the southeast of the intersection of Crystal Falls Parkway and S. Bagdad Road, Leander, Williamson County, Texas, following a discussion.

Vote: 7 - 0

18. Approval of the Second Reading of an Ordinance regarding Zoning Case 22-TOD-Z-003 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the San Gabriel Industrial Minor PUD (Planned Unit Development) with the base zoning district GC-5-A (General Commercial) on two parcels of land approximately 86.9312 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031599 and R449731; and more commonly known as 9880 183A Toll Road, Leander, Williamson County, Texas.

Motion by Councilmember Becki Ross, Seconded by Councilmember Chris Czernek to approve the Second Reading of an Ordinance regarding Zoning Case 22-TOD-Z-003 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the San Gabriel Industrial Minor PUD (Planned Unit Development) with the base zoning district GC-5-A (General Commercial) on two parcels of land approximately 86.9312 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031599 and R449731; and more commonly known as 9880 183A Toll Road, Leander, Williamson County, Texas, following a discussion.

Vote: 7 - 0

19. Approval of the extension of the application expiration for Subdivision Case 20-FP-032 Rosenbusch Ph 2 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R613615; generally located to the southeast of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

20. Mayor Christine opened the Public Hearing at 9:29 p.m. regarding Ordinance Case 22-OR-001 to amend the Composite Zoning Ordinance to adopt regulations for Mobile Food Establishments, update accessory structure requirements, updating definitions, and to provide for related matters; Williamson & Travis Counties, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 9:29 p.m.

- Discuss and consider action regarding Ordinance Case 22-OR-001 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Ordinance Case 22-OR-001 to amend the Composite Zoning Ordinance to adopt regulations for Mobile Food Establishments, update accessory structure requirements, updating definitions, and to provide for related matters; Williamson & Travis Counties, Texas with Planning & Zoning Commission recommendations.

Vote: 7 - 0

21. Mayor Christine opened the Public Hearing at 9:31 p.m. regarding Special Use Case 22-SU-001 to allow for the temporary residential use of a travel trailer or recreational vehicle for use by an ill, convalescent or otherwise disabled friend or relative needing care from the occupant of the primary residence, or a friend or relative providing necessary care for an ill, convalescent or otherwise disabled occupant; on one parcel of land approximately 0.3856 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036092; and more commonly known as 107 Bagdad Street, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 9:31 p.m.

- Discuss and consider action regarding Special Use Permit Case 22-SU-001 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Esme Mattke Longoria to postpone to May 5, 2022, regular meeting Special Use Case 22-SU-001 to allow for the temporary residential use of a travel trailer or recreational vehicle for use by an ill, convalescent or otherwise disabled friend or relative needing care from the occupant of the primary residence, or a friend or relative providing necessary care for an ill, convalescent or otherwise disabled occupant; on one parcel of land approximately 0.3856 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036092; and more commonly known as 107 Bagdad Street, Leander, Williamson County, Texas, following a discussion.

Vote: 7 - 0

22. Mayor Christine opened the Public Hearing at 9:48 p.m. regarding Zoning Case 22-TOD-Z-004 to amend the current zoning of SFU-2-B (Single-Family Urban), GC-3-C (General Commercial), and T4 Transect (General Urban Zone) to T5 Transect (Urban Center Zone) on 21 parcels of land approximately 6.652 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036035–R036040, R036043–R036046, R036072, R036074, R036078–R036080, R036087–R036089, R036104, R036105, and R097401; and generally located on the east side of N. Brushy Street between W. Broade Street and W. South Street, and located along Broade Street between Brushy Street and N. West Drive, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 9:48 p.m.

- Discuss and consider action regarding Zoning Case 22-TOD-Z-004 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Zoning Case 22-TOD-Z-004 to amend the current zoning of SFU-2-B (Single-Family Urban), GC-3-C (General Commercial), and T4 Transect (General Urban Zone) to T5 Transect (Urban Center Zone) on 21 parcels of land approximately 6.652 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036035–R036040, R036043–R036046, R036072, R036074, R036078–R036080, R036087–R036089, R036104, R036105, and R097401; and generally located on the east side of N. Brushy Street between W. Broade Street and W. South Street, and located along Broade Street between Brushy Street and N. West Drive, Leander, Williamson County, Texas.

Vote: 7 - 0

REGULAR AGENDA

23. Discuss and consider action regarding solicitation #S22-009B to select Kimley Horn to complete the Old Town Master Plan, authorizing the City Manager negotiate and execute any and all necessary documents.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve solicitation #S22-009B with Option 2 to select Kimley Horn to complete the Old Town Master Plan, authorizing the City Manager negotiate and execute any and all necessary documents, following a discussion.

Vote: 6 - 1

NAY: Councilmember Jason Shaw

24. Discuss and consider action on K. Friese and Associates Task Order KFA-58 for the Water System Capital Improvement Plan in an amount not to exceed $98,354.00; authorize the City Manager to negotiate and execute any and all necessary documents; and provide an effective date.

Motion by Councilmember Jason Shaw, Seconded by Councilmember Chris Czernek to approve K. Friese and Associates Task Order KFA-58 for the Water System Capital Improvement Plan in an amount not to exceed $98,354.00; authorize the City Manager to negotiate and execute any and all necessary documents; and provide an effective date.

Vote: 7 - 0

25. Discuss and consider action on the proposal from Parkhill for professional services for the Leander Municipal Athletic Center at San Gabriel Park for master planning, design, and construction phase services in amount of $1,861,400.00, and authorizing the City Manager to execute any and all necessary documents.

Motion by Councilmember Esme Mattke Longoria, Seconded by Councilmember Becki Ross to approve the proposal from Parkhill for professional services for the Leander Municipal Athletic Center at San Gabriel Park for master planning, design, and construction phase services in amount of $1,861,400.00, and authorizing the City Manager to execute any and all necessary documents, following a discussion.

Vote: 6 - 1

NAY: Councilmember Jason Shaw

26. Discuss and consider action on an Ordinance amending Ordinance No. 21-077-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2022.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Na'Cole Thompson to approve an Ordinance amending Ordinance No. 21-077-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2022 amend to include the additional $55,000 for Old Town Master Plan, following a discussion.

Vote: 6 - 1

NAY: Councilmember Jason Shaw

27. Discuss and consider action on an annual blanket agreement with PBS of Texas, LLC to provide janitorial services pursuant to a piggyback clause in City of Round Rock Contract No. R-2018-5767 in an amount of $88,539.00; and authorize the City Manager to execute all necessary documents.

Motion by Councilmember Jason Shaw, Seconded by Councilmember Esme Mattke Longoria to approve an annual blanket agreement with PBS of Texas, LLC to provide janitorial services pursuant to a piggyback clause in City of Round Rock Contract No. R-2018-5767 in an amount of $88,539.00; and authorize the City Manager to execute all necessary documents.

Vote: 7 - 0

28. Discuss and consider action on adopting a Resolution of support for the City of Leander’s Community Project Funding request to Congressman John Carter.

Motion by Councilmember Becki Ross, Seconded by Councilmember Jason Shaw to approve a Resolution of support for the City of Leander’s Community Project Funding request to Congressman John Carter.

Vote: 7 - 0

29. Discuss and consider action on award of Solicitation #S22-021 for Interim Transit Services to Star Shuttle, Inc.; and authorize the City Manager to execute any and all necessary documents.

Motion by Councilmember Jason Shaw, Seconded by Councilmember Kathryn Pantalion-Parker to award of Solicitation #S22-021, option B for Interim Transit Services to Star Shuttle, Inc.; and authorize the City Manager to execute any and all necessary documents, following a discussion.

Vote: 5 - 2

NAY: Councilmember Esme Mattke Longoria
Councilmember Becki Ross

30. Discuss and consider action on the appointment of members to fill unexpired terms on the Active Adult Advisory Committee, Board of Adjustment, Economic Development Committee and Library Foundation Board.

Motion by Councilmember Becki Ross, Seconded by Councilmember Kathryn Pantalion-Parker to appoint Jennifer Austin, James Oliver and Anna Smith to the Economic Development Committee with terms expiring October 2023 and Carol Elsasser, Chris Schwendenmann, Jeff Anderson and Linda Smith to the Active Adult Advisory Committee with terms expiring October 2023.

Vote: 7 - 0

31. Discuss and consider action on ratifying the Mayor's appointments to the Ad Hoc Committee to promote beautification, conservation, volunteerism and community engagement in the City of Leander.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Becki Ross to ratify Mayor Christine's appointments of Anna Smith, Christian Bolding, James Oliver, Jennifer Howell, Jennifer White, Kirsten Lynch, Kristi Palm and Zachary Voith to the Ad Hoc Committee to promote beautification, conservation, volunteerism and community engagement in the City of Leander.

Vote: 7 - 0

32. Council Member Closing Statements.

Kathryn Pantalion-Parker - commented on upcoming Chamber of Commerce Golf Tournament; Old Town Street Festival and 5K run; and wished everyone Happy San Jacinto Day.

Esme Mattke Longoria - reminded everyone of the upcoming Movie in the Park and Teen Focus Group at the LAC.

Chris Czernek - reminded everyone early voting begins Monday, April 25 and to go vote.

Becki Ross - reminded everyone early voting begins on Monday, April 25 and to go vote.

Christine DeLisle - reminded everyone to shop locally and Subway provided dinner tonight.

33. Convened into Executive Session at 10:44 p.m. pursuant to:
(1) Section 551.071, Texas Government Code, and Rule 1.05, Texas Rules of Professional Conduct, to consult with legal counsel regarding the necessity for and to authorize condemnation of a .002 acre right-of-way tract and fifteen (15') foot wide (.017 acre) public utility and sidewalk easement on land located on Raider Way, Leander, Texas near Parkway Crossing for construction of a portion of the Raider Way / E. Woodview Drive Roadway Improvements (CIP T.12); and
(2) Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules

of Professional Conduct, to consult with legal counsel regarding Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
(3) Section 551.072, Texas Government Code to deliberate the purchase, exchange, lease, or value of real property for possible municipal facilities; and
(4) Section 551.071, Texas Government Code, and Rule 1.05, Texas Rules of Professional Conduct, to consult with legal counsel regarding BCRUA contracts, water service agreements and management of water usage; and
(5) Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: city manager.

Reconvened into open session at 1:44 a.m. to take action as determined appropriate regarding:
(1) Approval of an Ordinance authorizing condemnation of a .002 acre right-of-way tract and fifteen (15') foot wide (.017 acre) public utility and sidewalk easement on land located on Raider Way, Leander, Texas near Parkway Crossing for construction of a portion of the Raider Way / E. Woodview Drive Roadway Improvements (CIP T.12); and
(2) Docket No. 53063 appealing water rates established by the City of Leander; and authorize the City Manager to execute engagement letter with Davidson, Troilio, Ream, and Garza, PC; and
(3) Real property for possible municipal facilities; and
(4) BCRUA contracts, water service agreements and management of water usage; and
(5) City Manager.

Motion by Councilmember Becki Ross, Seconded by Councilmember Chris Czernek to approve (Item 1) an Ordinance authorizing condemnation of a .002 acre right-of-way tract and 15 foot wide (0.17 acre) public utility and sidewalk easement on land located on Radier Way, Leander, Texas near Parkway Crossing for construction of a portion of the Raider Way / E. Woodview Drive Roadway Improvement Project (CIP T.12); ratification of prior efforts and actions to obtain such land; stating intent to exercise the power of eminent domain, if necessary to acquire the land; authorize the City Attorney and City Manager to negotiate any and all necessary documents as discussed in executive session. Roll call vote: Councilmember Pantalion-Parker aye; Councilmember Mattke Longoria aye; Councilmember Shaw aye; Councilmember Thompson aye; Councilmember Czernek aye; Mayor Pro Tem Ross aye; and Mayor Christine aye.

Vote: 7 - 0

Motion by Councilmember Becki Ross, Seconded by Councilmember Chris Czernek to authorize (Item 2) the City Manager to execute the engagement letter with Davidson, Trolio, Ream and Garza, P.C.

Vote: 7 - 0

(Item 3) No action.

(Item 4) No action.

(Item 5) No action.

34. Adjourned 1:47 a.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

AGENDA ITEM # 11

City of Leander

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Approval of purchase Microsoft 365 Licenses from SHI Government Solutions, Inc. in the amount of $157,516.80 utilizing Texas DIR Contract DIR-TSO-4092; and authorize the City Manager to execute any and all necessary documents and renewals.

BACKGROUND:

City IT has completed necessary internal system upgrades and is ready to start work on migrating to the Microsoft 365 product. The first step is to obtain appropriate licensing from Microsoft through an authorized reseller. SHI Government Solutions, Inc. offers Microsoft licensing through a pre-negotiated State of Texas DIR contract which has favorable pricing and terms due to the State's purchasing volume. SHI Government Solutions, Inc. is a state-certified Historically Underutilized Business (HUB) with an excellent customer service record in regard to past city IT purchases.

This item is for Microsoft licensing only. City IT will bring forward another agenda item with any necessary outside consulting costs once the statement of work is finalized and ready for consideration. The consulting work agenda item will include costs for subject-matter experts to help City IT migrate existing mailboxes and accounts to the new Microsoft 365 platform in a manner which will minimize work interruption for city officials and staff, helping reduce the impact of this migration on our citizens and partners. The scope of work will also include a security audit and verification that the new Microsoft 365 platform is configured to information security best practices.

Click link to view the contract --- https://dir.texas.gov/contracts/dir-tso-4092.

RECOMMENDATION:

Staff respectfully recommends approval of purchase of Microsoft 365 Licenses from SHI Government Solutions in the amount of $157,516.80 utilizing Texas DIR Contract DIR-TSO-4092.

PRESENTER:

Stuart Smith, Assistant Director of IT / Information Security Officer

---

Fiscal Impact

Amount requested:	$157,516.80
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Operating

AGENDA ITEM # 12

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Approval of the award of Solicitation #S22-023 to Lone Star Paving Company for Roadway Rehabilitation FY 2022 in the total amount of $1,911,312.95; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Four (4) bids on the city's Roadway Rehabilitation FY 2022 project were received and opened April 13, 2022. Lone Star Paving Company was the qualified low bidder with a total base bid of $1,580,522.90 and total alternate bid of $584,547.05 (Alt. 1: $276,756.70, Alt. 2: $253,757.00, Alt. 3: $54,033.35). Based on the annual road rehab budget, the base bid, along with Alt. 1, and Alt. 3, totaling $1,911,312.95, are recommended to be awarded.

Lone Star Paving Company has a good performance record, strong recommendations, and has previously performed similar work with surrounding areas as well as the City of Leander FY2020 and FY2021 Roadway Rehabilitation projects. The attached bid tabulation includes proposed bids from Lone Star Paving Company, Bennet Paving, Inc., Alpha Paving Industries LLC, and Texas Materials Group. The second-lowest bidder was Bennet Paving, Inc.

Roadways selected for rehabilitation were based on the severity and extent of the distresses present on Pavement Condition Assessment performed by Applied Research Associates (ARA) in 2020 and 2021. The Roadway Rehabilitation FY 2022 project base bid includes Sonny Drive from S. West Drive to US 183 N, and multiple roads in the subdivision of Oak Ridge. Alt. 1 bid includes multiple roads in the subdivision of Mason Creek and Alt. 3 bid includes part of Tierra Alto Street from Crystal Falls Parkway to Bonita Verde Drive. Rehabilitation methods include mill and overlay with isolated full-depth repair locations.

Base Bid	$1,580,522.90
Alt. 1	$ 276,756.70
Alt. 3	$ 54,033.35
Total	$1,911,312.95

RECOMMENDATION:

Staff respectfully requests approval of the award of the contract to Lone Star Paving Company for the City of Leander Roadway Rehabilitation FY 2022 project in the amount of $1,911,312.95; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

Fiscal Impact

Amount requested:	$1,911,312.95
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	GL # 01-21-5605

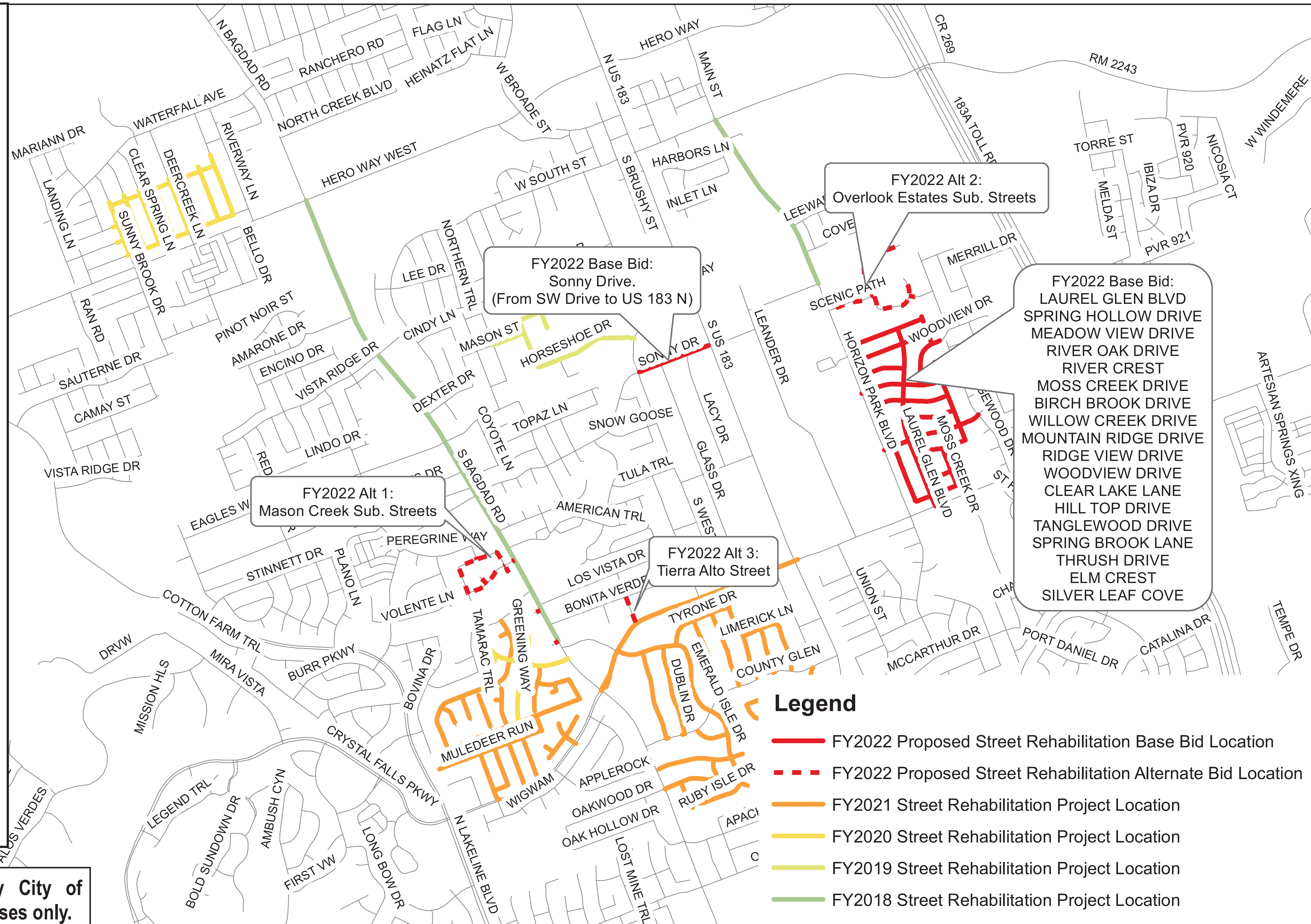
Attachments

1. COL Roadway Rehabilitation FY 22 Location Map
2. Bid Tabulation
3. Form CIQ
4. Form 1295
5. Agreement

CITY OF LEANDER ROADWAY REHABILITATION FY2022

PROJECT LOCATION

SHEET INDEX



This Map has been produced by City of Leander and is for Information purposes only.

City of Leander Roadway Rehabilitation FY 2022

BID TABULATION

Bid Opening Date = 4/13/2022

S.N.	Bid Items Description	Total Bid Amount			
		Lone Star Paving	Bennet Paving	Alpha Paving Industries	Texas Material Group
1	A. Sonny Drive (183 to SW Drive)	$ 186,668.00	$ 245,381.50	$ 242,243.08	$ 216,627.12
2	B. LAUREL GLEN BLVD	$ 310,078.60	$ 370,686.40	$ 380,942.61	$ 379,861.75
3	C. SPRING HOLLOW DRIVE	$ 172,024.15	$ 203,333.10	$ 206,050.22	$ 209,352.17
4	D. MEADOW VIEW DRIVE	$ 163,147.90	$ 189,001.10	$ 191,795.52	$ 198,343.30
5	E. RIVER OAK DRIVE	$ 83,057.75	$ 99,497.00	$ 107,397.07	$ 113,080.00
6	F. RIVER CREST	$ 50,839.00	$ 64,967.00	$ 69,520.61	$ 78,936.40
7	G. MOSS CREEK DRIVE	$ 41,438.00	$ 50,585.50	$ 55,105.18	$ 65,390.07
8	H. BIRCH BROOK DRIVE	$ 60,242.50	$ 74,918.50	$ 79,744.38	$ 86,694.20
9	I. WILLOW CREEK DRIVE	$ 79,195.75	$ 98,786.50	$ 104,408.97	$ 108,488.69
10	J. MOUNTAIN RIDGE DRIVE	$ 44,767.50	$ 54,173.50	$ 59,549.50	$ 67,170.45
11	K. RIDGE VIEW DRIVE	$ 83,116.50	$ 99,244.50	$ 106,432.08	$ 104,673.89
12	L. WOODVIEW DRIVE	$ 46,415.75	$ 58,172.00	$ 61,405.67	$ 69,677.03
13	M. CLEAR LAKE LANE	$ 31,685.50	$ 42,361.00	$ 42,628.25	$ 52,274.35
14	N. HILL TOP DRIVE	$ 54,799.00	$ 68,062.00	$ 72,906.20	$ 79,946.56
15	O. TANGLEWOOD DRIVE	$ 59,360.00	$ 74,342.00	$ 78,014.64	$ 85,507.20
16	P. SPRING BROOK LANE	$ 50,633.50	$ 62,215.50	$ 66,444.45	$ 74,714.10
17	Q. THRUSH DRIVE	$ 31,532.25	$ 40,535.00	$ 42,676.03	$ 52,312.60
18	R. ELM CREST	$ 14,994.25	$ 21,926.00	$ 21,877.04	$ 33,337.80
19	S. SILVER LEAF COVE	$ 16,527.00	$ 23,725.50	$ 23,879.02	$ 34,751.50
	TOTAL BASE BID	$ 1,580,522.90	$ 1,941,913.60	$ 2,013,020.52	$ 2,111,139.18
1	Alt 1 - Mason Creek Sub. Streets	$ 276,756.70	$ 377,834.00	$ 349,233.26	$ 341,581.62
2	Alt 2 - Overlook Estates Sub. Streets (Scenic Path and Overlook Bnd)	$ 253,757.00	$ 288,342.00	$ 285,780.00	$ 294,518.96
3	Alt 3 - Tierra Alto Street	$ 54,033.35	$ 74,096.00	$ 77,517.94	$ 72,301.20
	TOTAL BID ALTERNATIVES	$ 584,547.05	$ 740,272.00	$ 712,531.20	$ 708,401.78
	TOTAL of BASE BID, Alt 1, and Alt 3	**$ 1,911,312.95**	**$ 2,393,843.60**	**$ 2,439,771.72**	**$ 2,525,022.00**
	Lowest Bidder =	**Lone Star Paving**			

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Lone Star Paving Company

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes ☐ No N/A

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

☐ Yes ☐ No N/A

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

N/A

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

7 [signature]

Signature of vendor doing business with the governmental entity

4/12/2022

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-872174

Date Filed:
04/12/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asphalt Inc. LLC, dba Lone Star Paving Company
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Leander

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY-2022 Roadway Rehabilitation
Roadway Rehabilitation: Milling, Asphalt Paving, Pavement Markings, Manhole Adjustments

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Spinn, Stephen	Austin, TX United States	X	
Naivar, Joe	Austin, TX United States	X	
Ramming, John	Austin, TX United States	X	
Ohlendorf, Ryan	San Antonio, TX United States	X	
Knox, Allen	Austin, TX United States	X	
Playfair, Thomas	Austin, TX United States	X	
Morisey, Greg	Austin, TX United States	X	
Condon, Josh	Austin, TX United States	X	
Carroll, Brian	Temple, TX United States		X
Cabaza, Aaron	Austin, TX United States	X	
Lundquist, Dean	Leander, TX United States	X	
Asphalt Inc Employee Investments,	Austin, TX United States	X	
Kaitlin Wheeler Heritage Trust,	Austin, TX United States	X	
Patrick Wheeler Heritage Trust,	Austin, TX United States	X	
Nolan Wheeler Heritage Trust,	Austin, TX United States	X	
Wheeler, Jack	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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FY-2022 Roadway Rehabilitation
Roadway Rehabilitation: Milling, Asphalt Paving, Pavement Markings, Manhole Adjustments

4

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Andrew Warner, and my date of birth is 03/11/1981.

My address is 4025 Benetton Way (street), Leander (city), TX (state), 78641 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 12 day of April (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Leander, Texas ("Owner") and Lone Star Paving ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work consists of the edge mill and overlay or mill and overlay to include multiple full-depth repairs of various roadway segments of Sonny Drive from US 183 to SW Drive, Laurel Glen Blvd, Spring Hollow Drive, Meadow View Drive, River Oak Drive, River Crest, Moss Creek Drive, Birch Brook Drive, Willow Creek Drive, Mountain Ridge Drive, Ridge View Drive, Woodview Drive, Clear Lake Lane, Hill Top Drive, Tanglewood Drive, Spring Brook Lane, Thrush Drive, Elm Crest, and Silver Leaf Cove. Additionally, bid alternates include the mill and overlay of multiple roads in Mason Creek subdivision (Mason Creek Blvd, Nightshade Ln, Penstemon Ln, Purple Sage Cr, Redbud Ln, Still Meadow Dr, Sunflower Ct, and Chickory Ct) and part of Tierra Alto Street from Crystal Falls Parkway to Bonita Verde Drive with multiple full-depth repairs.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Leander Roadway Rehabilitation FY 2022

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Roman Poudyal, P.E. (Engineer), which is the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

    a. 95 percent of Work completed (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – NOT USED.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond
3. Payment bond
4. Bid bond
5. General Conditions
6. Supplementary Conditions
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings as listed in the table of contents of the Project Manual.
9. Addenda
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
    b. Documentation submitted by Contractor prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _______________ (which is the Effective Date of the Agreement).

OWNER:

City of Leander

By: ________________________

Title: City Manager

Attest: ________________________

Title: ________________________

Address for giving notices:

City of Leander

PO Box 319

Leander, TX 78646

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

____

By: ________________________

Title: ________________________

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: ________________________

Title: ________________________

Address for giving notices:

____

____

____

License No.: ________________________
(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

____

AGENDA ITEM # 13

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Bar W Commercial (19-PICP-029).

BACKGROUND:

The Public infrastructure improvements required for Bar W Commercial (19-PICP-029) have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of these public improvements have 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 and final plat, affidavit of all bills paid, and four (4) two-year term maintenance bonds. The maintenance bonds will commence their two (2)- year term upon City Council acceptance, as anticipated, on May 5, 2022 which will provide warranty and maintenance coverage for the public infrastructure improvements through May 5, 2024. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bonds to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bonds.

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the infrastructure improvements for the above project.

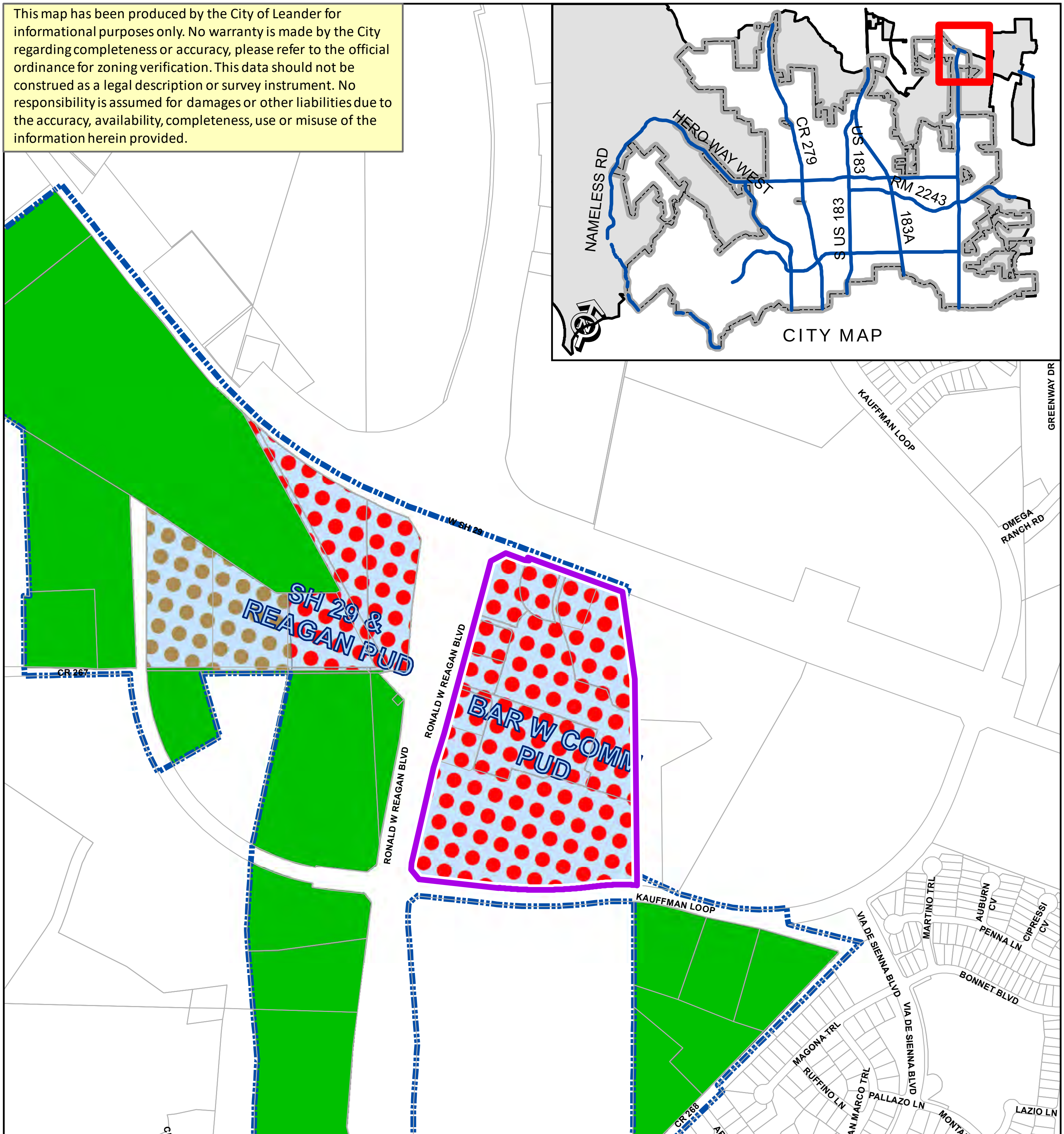
PRESENTER:

Ross E. Blackketter, P.E., City Engineer

Attachments

1. Bar W Commercial Acceptance Documents

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



PUBLIC IMPROVEMENT ACCEPTANCE

Location Map - 19-PICP-029 Bar W Ranch Subdivision Public Improvement Construction

Acceptance Area

City Limits

SFR - Single-Family Rural

PUD - Multi-Family

PUD - General Commercial

N

0 800

Feet

City of Leander Geographic Information Systems

March 4, 2022

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

Bar W Ranch Commercial – Public Improvement Plan (19-PICP-029) – Engineers Concurrence Letter for Certification of Completion.

Dear City of Leander,

On this day, I, the undersigned professional engineer, or my representative, made a final visual inspection of the above referenced project. I have also visited the site during construction and observed that the site grading, drainage structures and landscaping were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All berms, curbs, storm sewers, inlets, parking areas, driveways, water quality and detention ponds, utilities, permanent vegetation and similar construction items. In addition, the improvements have been constructed in substantial compliance with the approved construction documents.

There is no direct or indirect threat to the health, safety or welfare of the public, including utilizing the facilities on the subject site, by occupation or use of the site prior to all improvements having been completed. I, therefore, recommend engineering release of this project by the City of Leander.

If you should have any questions or concerns, please contact me at (512) 439-0400 or

ckimbell@cecinc.com.

Sincerely,

STATE OF TEXAS
CHAD KIMBELL
99810
LICENSED
PROFESSIONAL ENGINEER
03/04/2022

Chad Kimbell
Vice Principle
Civil & Environmental Consultants, Inc.

ADA Assistance

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

DATE: November 4, 2021

TO: Brian Green
White Construction
2705 Bee Cave Rd #250
Austin TX

FROM: Robert Ronson, RAS #16 Robert Ronson

PROJECT: Bar W Market Place
Kauffman Loop & Ronald W Reagan Blvd
Leander TX 78641

Inspection performed: 11/3/2021

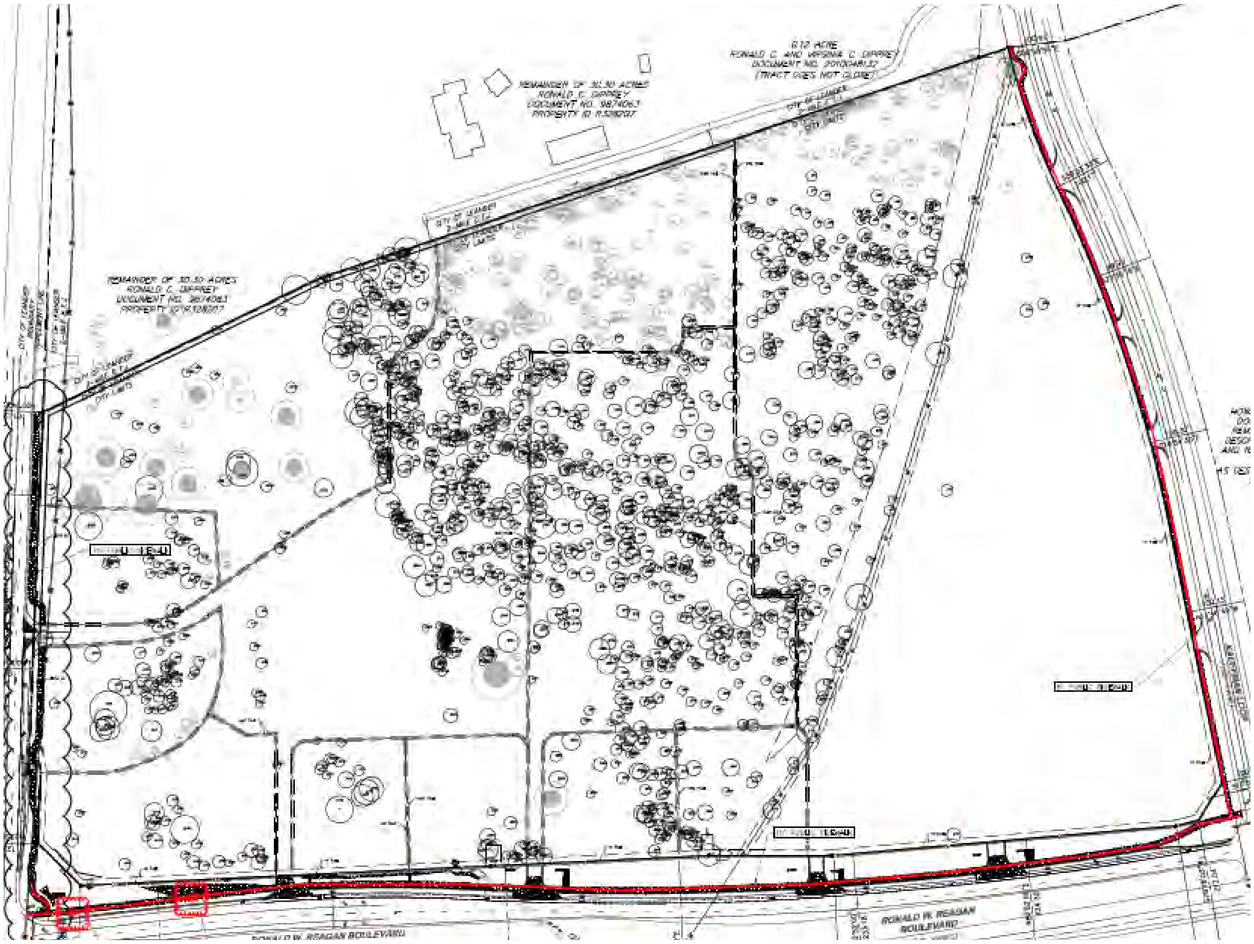
SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: public sidewalk and curb ramps along the north side of Kauffman and the east side of Ronald W Reagan (shown in red).

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

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

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



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

MAINTENANCE BOND
Subdivision Improvements

Bond# 58S215192

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Ranger Excavating, LP as Principal, whose address is 5222 Thundercreek Road Ste. B-1, Austin, TX 78759 and Liberty Mutual Insurance Company a Corporation organized under the laws of the State of Massachusetts, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Seventy-Seven Thousand Seven Dollars & 25/100-------- Dollars ($ 77,007.25) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed *Bar W Ranch Subdivision- PICP Project# 19-PICP-029 Ronald Reagan Decel Lanes* (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 the 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 3rd_ day of _November_, 2021.

Ranger Excavating, LP Principal	Liberty Mutual Insurance Company Surety
By: ________________	By: ________________
RANGER EXCAVATING, L.P. a Texas limited partnership	
Title: By: Ranger GP LLC, a Texas limited liability company, its general partner	Title: Robert James Nitsche, Attorney-in-Fact
Address: By: ________ [illegible], Vice President	Address: 10713 W. Sam Houston Pkwy N.
5222 Thunder Creek Rd	Houston, TX 77064
Austin, TX. 78759	

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

Robert James Nitsche

143 E. Austin, Giddings, TX 78942

(Seal)

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

Liberty Mutual. SURETY

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

Certificate No: 8205724-974127

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Craig Parker; Gary A. Nitsche; Kenneth Nitsche; Nina Smith; Robert James Nitsche; Robert K. Nitsche

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of June, 2021.

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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

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

By: Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of November, 2021.

By: Renee C. Llewellyn, Assistant Secretary

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

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

MAINTENANCE BOND
Subdivision Improvements

Bond No 107506404

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Haegelin Construction Co. Ltd. as Principal, whose address is P. O. Box 9086, Austin, TX 78766 and Travelers Casualty and Surety Company of America, a Corporation organized under the laws of the State of Connecticut 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 Seventy Six Thousand Eight Hundred Eighty One and No/100 ($76,881.00) 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 the Bar W Ranch Subdivision – Public Improvement Construction Plans, Project #19-PICP-029, Water and Storm Sewer Improvements (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to the 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 20th day of October, 2021.

Haegelin Construction Co., Ltd.

Principal

By: Albert L Haegelin

Title: Pres., Haegelin mgmt LLC, GP

Address: P. O. Box 9086

Austin, TX 78766

Travelers Casualty and Surety Company of America

Surety

By:

Title: Barbara A. Shamard, Attorney-In-Fact

Address: 3500 E Palm Valley Blvd, Ste 3

Round Rock, TX 78665

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

Barbara A. Shamard, 3500 E Palm Valley Blvd, Ste 3, Round Rock, TX 78665

(Seal)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Barbara A Shamard** of **AUSTIN**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: ______________________
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **October**, **2021**.

____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact **Travelers Casualty and Surety Company of America**, for information or to make a complaint at:

Travelers Bond
Attn: Claims

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

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

ROADWAY SPECIALTIES, INC.
DEC 08 2021
RECEIVED

MAINTENANCE BOND
Subdivision Improvements
Bond No. 4448648

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Roadway Specialties, Inc. as Principal, whose address is P.O. Box 90309, Austin, TX 78709 and Suretec Insurance 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 Three Thousand Six Hundred Sixty Five and 62/100's Dollars ($3,665.62) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Bar W Ranch Subdivision – Public Improvement Construction Plans, Project #19-PICP-029 (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to the 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 27th day of October, 2021.

Roadway Specialties, Inc.
Principal

By: ____________________

Title: President

Address: ____________________

P.O. Box 90309

Austin, Texas 78709

Suretec Insurance Company
Surety

By: ____________________

Title: Brad Ballew, Attorney-In-Fact

Address: ____________________

2103 CityWest Boulevard, Suite 1300

Houston, Texas 77042

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

Ballew Surety Agency, Inc., Brad Ballew

3802 Menchaca Road, Austin, Texas 78704-6734

(Seal)

POA# 4221356

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them 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 or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November , 2020 .

SureTec Insurance Company

By: [signature]
Michael C. Keimig, President

SURETEC INSURANCE COMPANY — TEXAS

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Markel Insurance Company

By: [signature]
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

By: [signature]
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 27th day of October , 2021 .

SureTec Insurance Company

By: [signature]
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [signature]
Richard R. Grinnan, Vice President and Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. **4221356**
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS § **Bond #4452501**

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that BCS Concrete Structures LLC as Principal, whose address is 12724 S US Highway 183, Building 1, Mustang Ridge, Texas 78610 and SureTec Insurance 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 Twenty Seven Thousand Four Hundred Eleven and Twenty Cents-------------------------- Dollars ($ 27,411.20) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed **Bar W Ranch Subdivision - Public Improvement Construction Plans, Project #19-PICP-029 (Concrete Sidewalks, Driveways @ Kaufman and Ronald Reagan** (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 the 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 16th day of November, 20 21.

BCS Concrete Structures LLC
Principal

By: [signature]
Jeff Psencik
Title: CFO

Address: 12724 S US Highway 183, Building 1
Mustang Ridge, Texas 78610

SureTec Insurance Company
Surety

By: [signature]
April M Terbay
Title: Attorney-In-Fact

Address: 9737 Great Hills Trail, Suite 320
Austin, Texas 78759

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

Watkins Insurance Group

3834 Spicewood Springs Road, Austin, Texas 78759

(Seal)

POA# 4221197

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Patrick L Watkins, Sheila Pennington Noxon, Joy Holten, Rodney T Watkins, James F Siddons, April M Terbay, Andrew Webb, Hanna Ogle

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars ($10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them 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 or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of September , 2020 .

SureTec Insurance Company

SURETEC INSURANCE COMPANY TEXAS

By: Michael C. Keimig, President

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Markel Insurance Company

By: Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of September, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

By:

Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 16th day of November , 2021 .

SureTec Insurance Company

By: M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Richard R. Grinnan, Vice President and Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. **4221197**
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Civil & Environmental Consultants, Inc.

October 27, 2021

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

Bar W Ranch Commercial – Site Development Plan – Final Cost & Quantities (19-PICP-029)
CEC Project #192-031

Dear City of Leander,

The undersigned engineer has reviewed and verified the Final Costs & Quantities for the public infrastructure assigned with the 19-PICP-029 Project. The final contract amount is broken down into the following categories, Streets (sidewalks, driveways, handrails, and traffic signals), Drainage (paving), water (water improvements), and wastewater.

If you should have any questions or concerns, please contact me at (512) 439-0400 or

ckimbell@cecinc.com.

Sincerely,

STATE OF TEXAS
CHAD KIMBELL
99810
LICENSED
PROFESSIONAL ENGINEER

10-27-21

Chad Kimbell

Vice Principle
Civil & Environmental Consultants, Inc.

Enclosed: Final Costs & Quantities

WHITE CONSTRUCTION COMPANY
GENERAL CONTRACTING · CONSTRUCTION MANAGEMENT · DESIGN/BUILD

October 27, 2021

City of Leander Planning Department
201 N Brushy Street
Leander, TX 78641

RE: Bar W Ranch Commercial - Subdivision
19-PICP-029

Dear Sir or Madam;

The following is the cost breakdown only for items that will be Owned and Maintained by the City of Leander within the above referenced project.

Sidewalks/Approaches	[BCS Concrete]	$274,112.00
Water Improvements	[Haegelin Construction]	$768,803.00
Handrails	[Roadway Specialties]	$36,656.25
Paving	[Ranger]	$77,007.25
TOTAL:		$1,156,578.50

Please see the attached Cost & Quantities breakdown and Bonds for these Public Improvements. Please call if you have any questions.

Respectfully;

Brian Green
Sr. Project Manager
White Construction Company

2705 Bee Cave Road, Suite 250 | Austin, Texas | 78746
Phone 512-302-1177 | Fax 512-302-3009
www.whiteconst.com

Commercial Industry Leader Specializing in
Concrete Structures

Project: Bar W Market place

ROW cost and quantities REV1:

Ronald Reagan = **$ 181,774.00**
Sidewalks = 18,885.00 SF
Driveways = 6,865.00 SF
C&G = 1,730.00 LF

Kauffman = **$ 92,338.00**
Sidewalks = 10,445.00 SF
Driveways = 4,025.00 SF

HAEGELIN CONSTRUCTION CO.

October 27, 2021

Mr. Brian Green
White Construction Co.

Re: Bar W Ranch Subdivision
Public Improvement Construction Plans
19-PICP-029
Final Costs & Quantities - Public Right of Way or Easement

Please find the below final costs and quantities for the above referenced project:

WATER IMPROVEMENTS	QUANTITY	UNIT		UNIT PRICE		EXTENSION
12" Wet Connection	2	EA	$	1,200.00	$	2,400.00
12" C900 DR 14 PVC (including fittings)	7235	LF	$	64.00	$	463,040.00
6" CL 350 Ductile Iron (including fittings)	430	LF	$	58.00	$	24,940.00
12" MJ Gate Valve	18	LF	$	2,600.00	$	46,800.00
8" MJ Gate Valve	1	EA	$	1,900.00	$	1,900.00
6" MJ Gate Valve	33	EA	$	1,500.00	$	49,500.00
4" MJ Gate Valve	1	EA	$	1,200.00	$	1,200.00
3" Domestic Meter Assembly	1	EA	$	13,500.00	$	13,500.00
2" Domestic Meter Assembly	17	EA	$	2,600.00	$	44,200.00
2" Irrigation Meter Assembly	1	EA	$	2,400.00	$	2,400.00
1.5" Irrigation Meter Assembly	1	EA	$	2,200.00	$	2,200.00
5/8" Irrigation Meter Assembly	1	EA	$	1,800.00	$	1,800.00
Fire Hydrant	18	LS	$	2,900.00	$	52,200.00
20" Steel Encasement Pipe	59	LF	$	140.00	$	8,260.00
Concrete Trench Cap	33	LF	$	55.00	$	1,815.00
Air Release Valve	2	LS	$	3,500.00	$	7,000.00
Subtotal Water Improvements					$	723,155.00

STORM SEWER IMPROVEMENTS	QUANTITY	UNIT		UNIT PRICE		EXTENSION
18" CL 3 RCP	341	LF	$	56.00	$	19,096.00
24" CL 3 RCP	172	LF	$	66.00	$	11,352.00
18" 6:1 Safety End Treatment	4	EA	$	1,600.00	$	6,400.00
24" 6:1 Safety End Treatment	4	EA	$	2,200.00	$	8,800.00
Subtotal Storm Sewer Improvements					$	45,648.00
Total All Public Utility Improvements					**$**	**768,803.00**

Sincerely,
Haegelin Construction Co., Ltd

Brian Haegelin

ROADWAY SPECIALTIES, INC.

Certified HUB | DBE | SBE

October 26, 2021

Brian Green
White Construction Company
2705 Bee Cave Road, Suite 250
Austin, TX 78746

RE: Bar W Marketplace

Dear Brian,

On the subject project Roadway Specialties, Inc. will be installing 293.25 LF of TY E pedestrian handrail in the public Right of Way along Ronald Reagan Boulevard. Per our change order proposal #210618P, the cost of the TY E pedestrian handrail amounts to $36656.25.

Regards,

Lenny Bobrowski

P.O. Box 90309 ★ Austin, TX 78709-0309 ★ 512.280.6666 ★ Fax 512.280.6066

RANGER EXCAVATING, L.P.
5222 THUNDER CREEK RD. B-1 • AUSTIN, TEXAS 78759 • (512) 331-5551

MEMORANDUM

October 14, 2021

To: Brian Green
White Construction Company

From: William Lyons

RE: Bar W Ranch Subdivision - PICP
Project #19-PICP-029 – Ronald Reagan Decel Lanes

SUBJECT: Final Costs and Quantities

Brian,

Below are the final costs and quantities for our portion of the ROW improvements:

6" Moisture-Conditioned Subgrade	2892.5	SY	@	$ 3.00	per SY	$	8,677.50
15" Flex Base	2892.5	SY	@	$ 13.70	per SY	$	39,627.25
2.5" Type C Asphalt	2,225	SY	@	$ 12.90	per SY	$	28,702.50
						$	77,007.25

Sincerely,

William Lyons

SureTec Insurance Company

IMPORTANT NOTICE
Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

FINAL BILLS PAID AFFIDAVIT AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF

Date: April 18, 2022

Developer: **RR 29 Retail, Ltd**

Contractor/Material
Provider ("Affiant"): **White Construction Company**

Project: **Bar W Ranch Commercial**

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 18th day of April, 2022 .

Initialed:

Updated 10.20.14

AFFIANT:

Signature: ______________________

Typed Name: Brian Green

Title: Senior Project Manager

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared Brian Green, 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 18th day of April, 2022

[S E A L]

HILLARY DAVIS
Notary Public, State of Texas
Comm. Expires 02-03-2023
Notary ID 128510878

____
Notary in and for the State of Texas

Name: Hillary Davis

My commission expires: February 3, 2023

Initialed: ________

AGENDA ITEM # 14

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Reject bid for Solicitation #S22-015 regarding Fire Station No. 2 renovation and addition located at 1950 Crystal Falls Parkway.

BACKGROUND:

The remodel and improvements to Fire Station #2 were designed by BRW Architects to add an additional equipment bay to house an ambulance and double the size of the sleeping quarters, to provide sleeping amenities for EMS personnel. The project originally bid on July 22, 2021, for which the City received two (2) bids. The lowest qualified bid, at that time, was $1,877,000.00 for base scope of work, which was above the previous budget of $1,000,000.00. Additional funds were added September 2021 for the FY 2022 budget, but since this was past the deadline, both previous bidders chose not to extend their bids due to escalating inflation. This caused the City to re-bid the project on April 14, 2022, for which we received one bid for $3,453,883.00 for the base scope of work, over the current budget of $2,000,000.00.

RECOMMENDATION:

Staff recommends rejection of bid received on April 14, 2022, for project 21-CIP-001, with the budget amount of $2,000,000.00, and authorizing the City's CIP program and LFD to find an alternate solution.

PRESENTER:

Tony Bettis, PMP, CIP Project Manager

Fiscal Impact

Amount requested:	N/A at this time
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	one-time
Fund source (Operating / Utility / etc.):	CIP Funding

Attachments

1. Bid Tab for FS #2
2. CIP Project Sheet

City of Leander

SOLICITATION OPENING SIGN-IN SHEET

Solicitation Name	Fire Station #2 Rennovation & Addition	No.	S22-015	Opening Date	4/14/22

City Staff Attendee	Kelly Wenzel Name		Signature
City Staff Attendee	Kay Johnson Name		Signature

Attendee Information

Individual Name	Company Name	Signature
Ray Shawley	Trimbuilt Construction, Inc.	R Shawley
Christian Hughes	TRIMBUILT CONSTRUCTION INC	

PROJECT: **Leander Fire Station 2 Renovation & Addition**

BROWN REYNOLDS WATFORD ARCHITECTS BRW

PROJECT NUMBER: 218059.00

OWNER: City of Leander

BIDS DUE DATE: **April 14, 2022**

AT: **3:00 PM CST**

ADDENDA DATES: Addendum 1 - 03/22/2022

Contractor	Trimbuilt 4/14/22 @ 2:43pm KW	
Performance Bond (Yes / No)	Yes	
Payment Bond (Yes / No)	Yes	
Contractor Qualifications (Yes / No)	✓	
Technical Proposal (Yes / No)	✓	
Base Bid	3,453,883	
Alt. 1 - Open dining to day room	20,390	
Alt. 2 - Expand Dining to porch	58,153	
Alt. 3 - New flooring in day room and lobby	6,263	
Alt. 4 - Quartz in lieu of Plam. In bathrooms	3,907	
Alt. 5 - Upgrade kitchen counter to quartz	9,470	
Alt. 6 - Upgrade exist. Bathrooms to quartz	4,715	
Alt. 7 - Repaint exist. Door frames and walls	32,448	
Alt. 8 - Upgrade exist. Bathroom floors	10,023	
Alt. 9 - Temp. housing during construction	25,098	
Calendar Days	365	

Note: This is a competitive sealed proposal project. The owner with evaluate and rank each proposal prior to awarding the contract.

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	M.16	
PROJECT TITLE	Fire Station #2 EMS Station	
DEPARTMENT(S)	Fire	

PROJECT DESCRIPTION:
To renovate Fire Station #2 on W. Crystal Falls Parkway to allow for an EMS unit and staff to be station there. This will allow for a second EMS unit to be stationed in Leander. The one EMS unit we have in Leander is only able to respond to half of the calls in the City limits. The other medical calls have EMS units coming from neighboring cities. This project will include design and construction costs to remodel the current station, expansion of a dayroom, dining room, and workspace and 2 or 3 bedrooms if possible based on cost comparison options. The design has been completed and we are soliciting bids for construction.

Location	1950 Crystal Falls Pkwy
Limits From/To:	1950 Crystal Falls Pkwy

Schedule	**Start**	**End**
Design Phase	TBD	TBD
ROW/Esmt Acq.	TBD	TBD
Construction	FY22	FY22

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS
This addition to Fire Station #2 will provide a facility for Williamson County to support an EMS unit to be housed in this location, decreasing ambulance response time by greater than 10-12 minutes.

PROJECT COSTS	Prior	FY22	FY23	FY24	FY25	FY26	Future	Total
Design Phase	$ 167,975	$ -	$ -	$ -	$ -	$ -	$ -	$ 167,975
Construction	$ -	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ 2,000,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (Land Acquisition)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	*$ 167,975*	*$ 2,000,000*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	$ 2,167,975
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY22	FY23	FY24	FY25	FY26	Future	Total
Funding Source									
Account No.	**Fund**								
56-00-4013	*Proceeds (CO 2018)*	$ 167,975	$ 232,025	$ -	$ -	$ -	$ -	$ -	$ 400,000
40-00-4900	*General CIP*		$ 1,767,975						$ 1,767,975
Total Revenues		$ 167,975	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ 2,167,975
EXPENDITURE									
56-01-8353	Fire Station #2/EMS	$ 167,975	$ 232,025	$ -	$ -	$ -	$ -	$ -	$ 400,000
40-04-8353	Fire Station #2/EMS		$ 1,767,975						$ 1,767,975
Total Expenditures		$ 167,975	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ 2,167,975

Note: All amounts are shown in current dollars

AGENDA ITEM # 15

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case 22-TOD-Z-004 to amend the current zoning of SFU-2-B (Single-Family Urban), GC-3-C (General Commercial), and T4 Transect (General Urban Zone) to T5 Transect (Urban Center Zone) on twenty-one parcels of land approximately 6.652 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036035–R036040, R036043–R036046, R036072, R036074, R036078–R036080, R036087–R036089, R036104, R036105, and R097401; and generally located on the east side of N. Brushy Street between W. Broade Street and W. South Street, and located along Broade Street between Brushy Street and N. West Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission unanimously recommended approval of the zoning case during the March 24, 2022 meeting.

HISTORY/TIMELINE:

1978 – This property is a part of the original incorporation of the city in 1978.
03/24/2022 – Planning & Zoning Commission, 1st Public Hearing
04/21/2022 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

City of Leander on behalf of Robert Abbott, Baireuth LLC, Mark A. & Mary Jeanene Snyder, Terry & Iris E Davis, Iris T Davis Trustee of the Edna Conner Beasley Charitable Trust, MKS Stewardship LLC, Glenn R Saler, 105 W Willis LLC & the No 1 Sideline INC, Vilma E Valdivieso, Douglas W & Della Fay Lohmann, Randall Lee McSpadden, R & R Elite Investments LLP, William Wade & Heike Ward, Peggy Sue Whitt (LE) & Dennis J Roberts, CJJJP LLC, Century Water Solutions LLC, Krasniqi Real Estate Holdings LLC, and Joshua Waley.

RECOMMENDATION:

The City Council approved the zoning case during the April 21, 2022 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Public Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Letter of Intent
8. Neighborhood Outreach
9. Correspondance
10. Ordinance

Attachment # 1

PLANNING ANALYSIS

ZONING CASE 22-TOD-Z-004
OLD TOWN
T5 LARGE AREA REZONE

GENERAL INFORMATION

Owner/Agent: City of Leander

Current Zoning: PUD/TOD (Planned Unit Development/Transit Oriented Development)
CS (Civic Space)

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

Size and Location: PUD/TOD (Planned Unit Development/Transit Oriented Development)
T5 (Urban Center Zone)

Staff Contact: Justin Hunt
Planner

APPLICANT REQUEST

The City has initiated a large area zoning case to change the zoning of 22 properties from T4 Transect - General Urban Zone to the T5 Transect - Urban Center Zone. This change would allow for higher density mixed use developments that includes commercial, office, restaurant uses as well as alcohol sales, in addition to the uses allowed in T4. All property owners involved with this case have been informed of the rezone, and have been notified of their options to be involved including information regarding the differences between the two zonings.

STAFF CONCLUSIONS

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

SPECIAL CONSIDERATIONS

The City initiated this change because of the continued growth of Old Town and the transition towards more entertainment based uses. The existing T4 Transect is more residential in nature. Updating the zoning along Brushy Street and Broade Street will allow for the continuation of the vision of Old Town by providing the opportunity for a vibrant mixtures of uses while maintaining the walkable environment.

This zoning case is voluntary and the property owners may request to not be included. This change does not impact the existing use of the property, but it does impact the future redevelopment.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	T4 GC-3-C	Undeveloped Undeveloped
EAST	GC-3-C	Uses adjacent to US Hwy 183
SOUTH	CB T5	Pat Bryson Building, Chamber of Commerce, City Hall Davis House, 203, 208, 210 N. Brushy Street
WEST	SFU-2-B T4	Single-Family Residence Casa Costa, DFD Architects Inc, Single-Family Residences

SURROUNDING AREA:
All subject properties are located in the Old Town Mixed-Use Future Land Use category. This area is surrounded by more Old Town properties with a mix of current zonings of GC (general commercial), SFU (single-family urban), and some properties have already transitioned to the smart code zonings of CB, T4 and T5. Along US Hwy 183 and Hero Way West are general commercial uses and zonings.

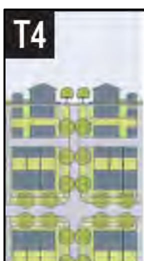
PHYSICAL AND NATURAL FEATURES:
Established trees exist on most of the lots, and 15 of the properties are located in the floodplain.

PROPERTY HISTORY:
These properties are a part of the original incorporation of the city in 1978.

EXISTING UTILITIES:
These properties have access to an 8" waterline and a 4", and a 6" wastewater line in the general vicinity. Some properties will need to extend the waterline, and could require an offsite waterline easement.

CURRENT LAND USES:
There is a mixture of commercial and Residential land uses on the subject properties and multiple accessory buildings. A couple of the parcels are undeveloped with no structures located on the site.

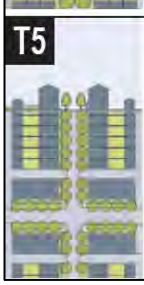
PROPOSED ZONING DISTRICT:



GENERAL URBAN ZONE

T4 General Urban Zone consists of a mixed use but primarily residential urban fabric. It includes a wide range of building types: detached, semi-detached, rowhouses, and small apartment buildings. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.

General Character:	mix of houses, townhouses & small apartment buildings, with scattered commercial activity; balance between landscape and buildings; presence of pedestrians
Building Placement:	shallow to medium front and side yard setbacks
Frontage Types:	porches, fences, dooryards
Typical Building Height:	1- to 3-story with a few taller apartment buildings
Civic Space Types:	squares and greens, pocket parks, playgrounds
Thoroughfare Types:	streets, avenues, boulevards, bikeways



URBAN CENTER ZONE

T5 Urban Center Zone consists of higher density mixed use development that accommodates retail, offices, rowhouses, and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting, and buildings set close to the sidewalks.

General Character:	Shops with apartments and office above; townhouses, larger apartment houses, live-works, and civic buildings; predominantly attached buildings; trees within the public right-of-way; substantial pedestrian activity, frequent retail frontages
Building Placement:	shallow setbacks or none; buildings oriented to street defining a street
Frontage Types:	stoops, shopfronts, galleries
Typical Building Height:	2- to 4-story with some single story
Civic Space Types:	plazas and squares, pocket parks, playgrounds
Thoroughfare Types:	streets, commercial streets, avenues, boulevards, bikeways

COMPREHENSIVE PLAN:

Applicable <u>Comprehensive Plan</u> goal statements

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Promote Old Town as a civic and cultural destination.
- Promote the Transit Oriented Development (TOD) as an urban destination within a suburban community.

Applicable <u>Future Land Use</u> categories

- **OLD TOWN MIXED-USE**
  Old Town as a future development category is intended for a mix of uses that keeps Leander historic center interesting and dynamic. New development and redevelopment within Old Town should be designed in harmony with the existing character that acknowledges Leander's heritage. This includes older buildings and historic, contributing structures along with a mix of new and adaptive reuse buildings.

  Old Town buildings are to be activated towards the street, encouraging walkability, eating establishments, central gathering spaces, and civic conversation. Old Town is scaled-down urban without on-site parking requirements, high impervious cover yet green space, street tree canopy and safe mix of vehicles and pedestrians. Old Town character includes small businesses, professional office, entertainment, shopping, arts and culture elements, and civic activity, each contributing to daytime and evening buzz. An assortment of residential is suitable and encouraged based on the context, focused on a balance of scale between building, site and streets. In the core, urban lofts and townhouses are appropriate; in the south and east districts, across US 183, attached and detached housing may be appropriate with design context and limitations.

  Compatible Uses: T4, T5.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander.

SCHEDULE:

DEVELOPMENT MEETING
No development meeting was held.

NOTIFICATION

03/03/2022 - Public Notice on Hill Country News
03/09/2022 - Mail Notification to Property Owners within 200'
03/09/2022 - Public Hearing Signage Posted on Property
03/24/2022 - Planning and Zoning Commission Public Hearing
04/21/2022 - City Council Public Hearing & First Reading of the Ordinance
05/05/2022 - City Council Second & Final Reading of the Ordinance

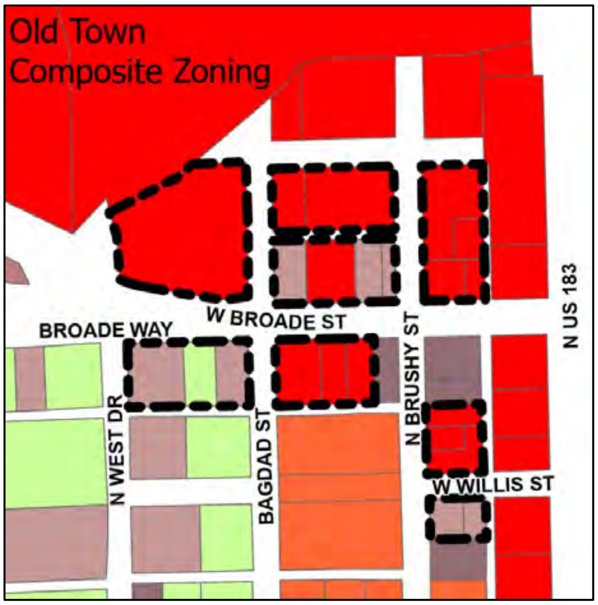
PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the city reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. The neighborhood outreach letter is attached to your packet attachment eight.

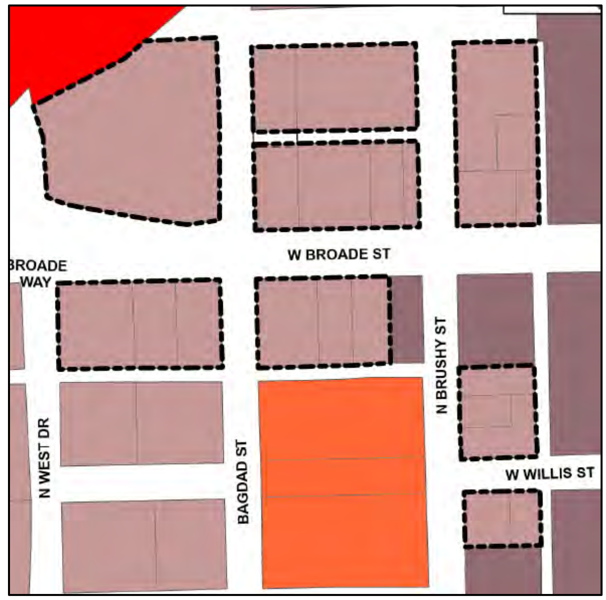
APPROVAL CRITERIA:

The subject properties are located within Old Town and identified as part of the Old Town Mixed Use land use category by the Comprehensive Plan. Properties within in Old Town have the option to develop under a conventional zoning or the SmartCode. Below, please find a comparison.

CONVENTIONAL ZONING



SMART CODE

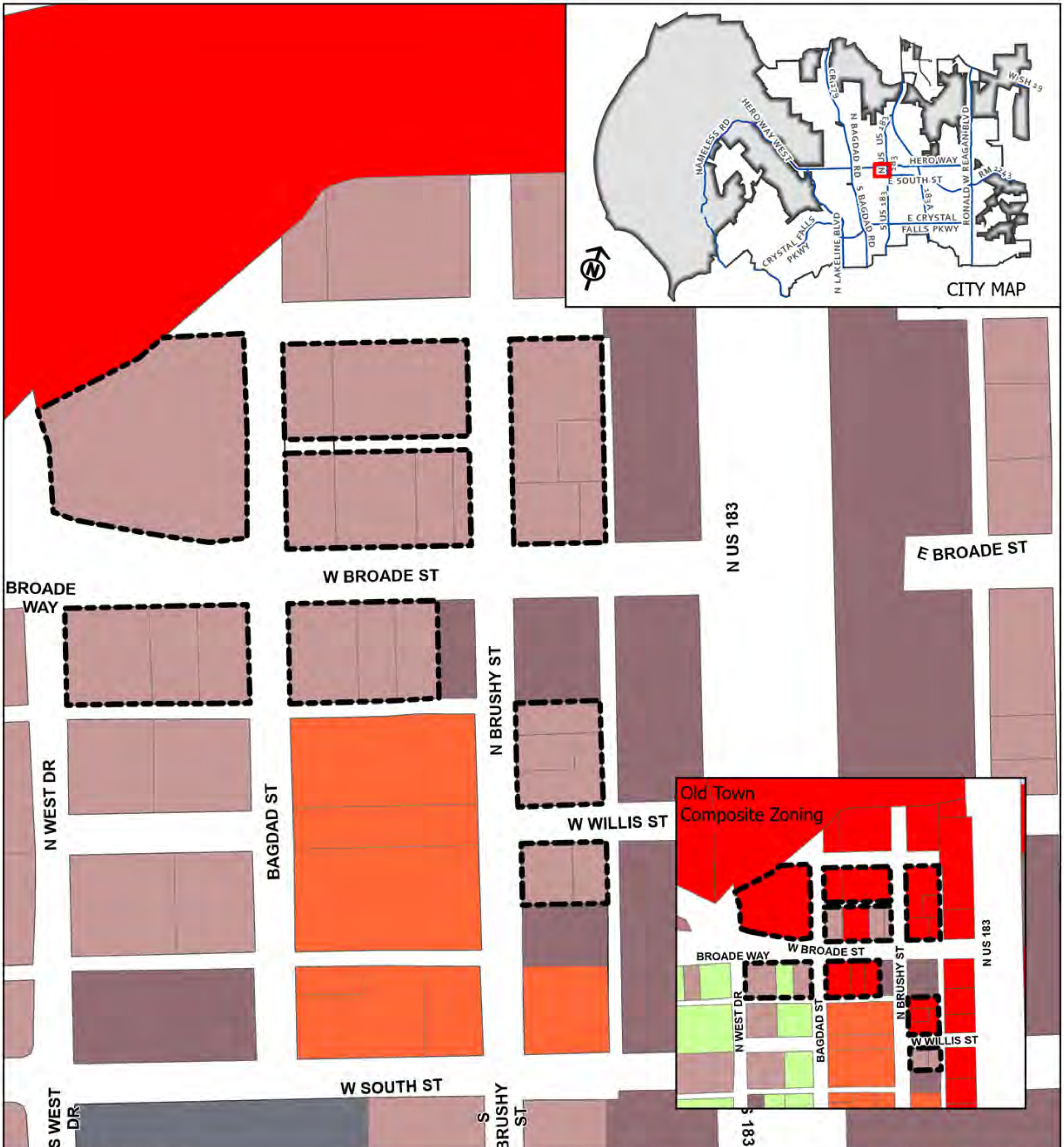


The City initiated zoning case would change the zoning the property to SmartCode with the T5 Urban Center Zone. This change will provide for a variety of land uses at a higher intensity. The Comprehensive Plan calls for infill development to complement the existing historic fabric of Old Town. The plan encourages a mix of uses, including office, retail and restaurants. Old Town should be extremely walkable, providing for safe and convenient pedestrian access throughout the area.

The T5 Urban Center Zone has several features that make it advantageous for property owners including reduced setback requirements, higher density allowances, and a focus on pedestrian connectivity in the form of reduced parking requirements on site.

Included here are a list of upcoming CIP projects:

a. P.48 Old Town Park (Ready to bid)
b. T.49 South Street Improvements (FY24)
c. T.53 West Drive Improvements (FY24)
d. W.22 Downtown Fire Improvements (In design)
e. T.16 East Street (If approved)
f. P.33 & P.34 Brushy Creek Trail (Future)



CASE: 22-TOD-Z-004

ATTACHMENT #2

OLD TOWN LARGE AREA REZONING

Zoning Verification

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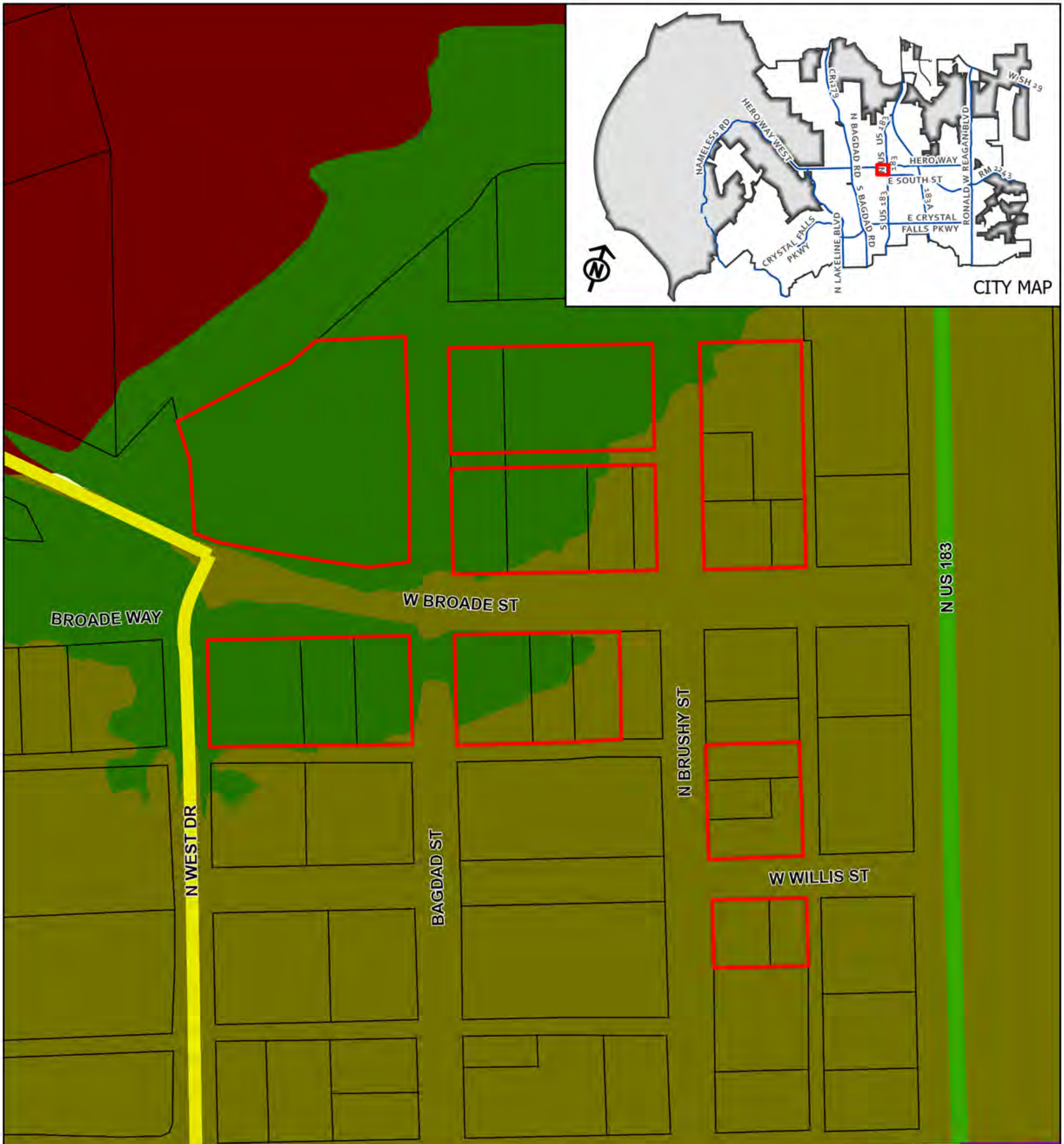
- Leander City Limits
- Leander ETJ
- Subject Area
- SFU - Single-Family Urban
- GC - General Commercial
- S2 - Station Sector
- Civic Building
- T4 - Genral Urban
- T5 - Urban Center
- SD - Special District

N

0 65 130

Feet



CASE: 22-TOD-Z-004

ATTACHMENT #3

OLD TOWN LARGE AREA REZONING

Future Land Use Map

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N

0 75 150

Feet

- Leander City Limits
- Leander ETJ
- Subject Area
- Activity Center
- Greenway
- Neighborhood Residential
- Old Town
- Urban Mixed Use
- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing
- Collector, Existing

CASE: 22-TOD-Z-004

ATTACHMENT #4

OLD TOWN LARGE AREA REZONING

Public Notification

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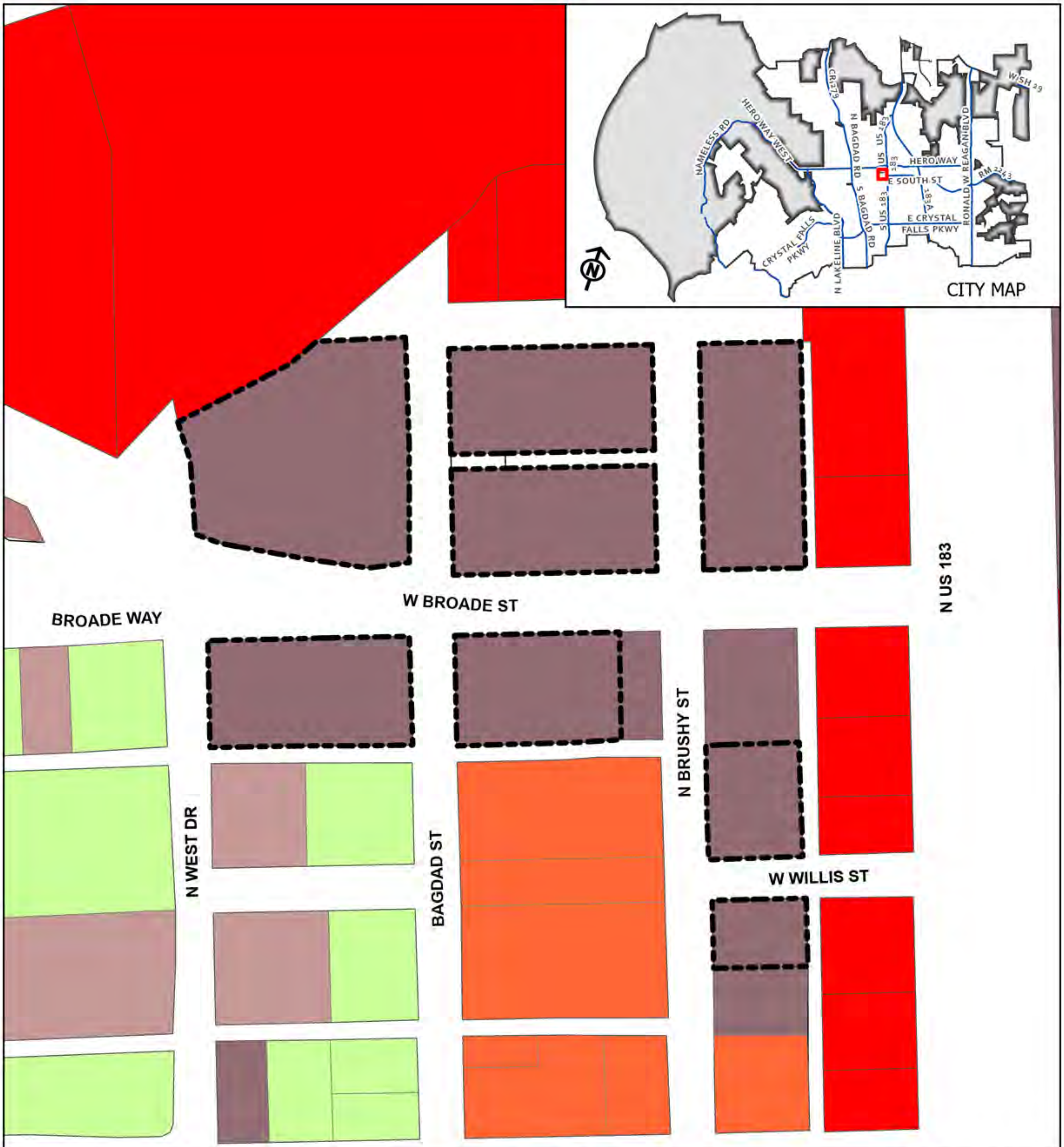
N

0 135 270

Feet

- Subject Area
- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ



CASE: 22-TOD-Z-004

ATTACHMENT #2

OLD TOWN LARGE AREA REZONING

Proposed Zoning Map

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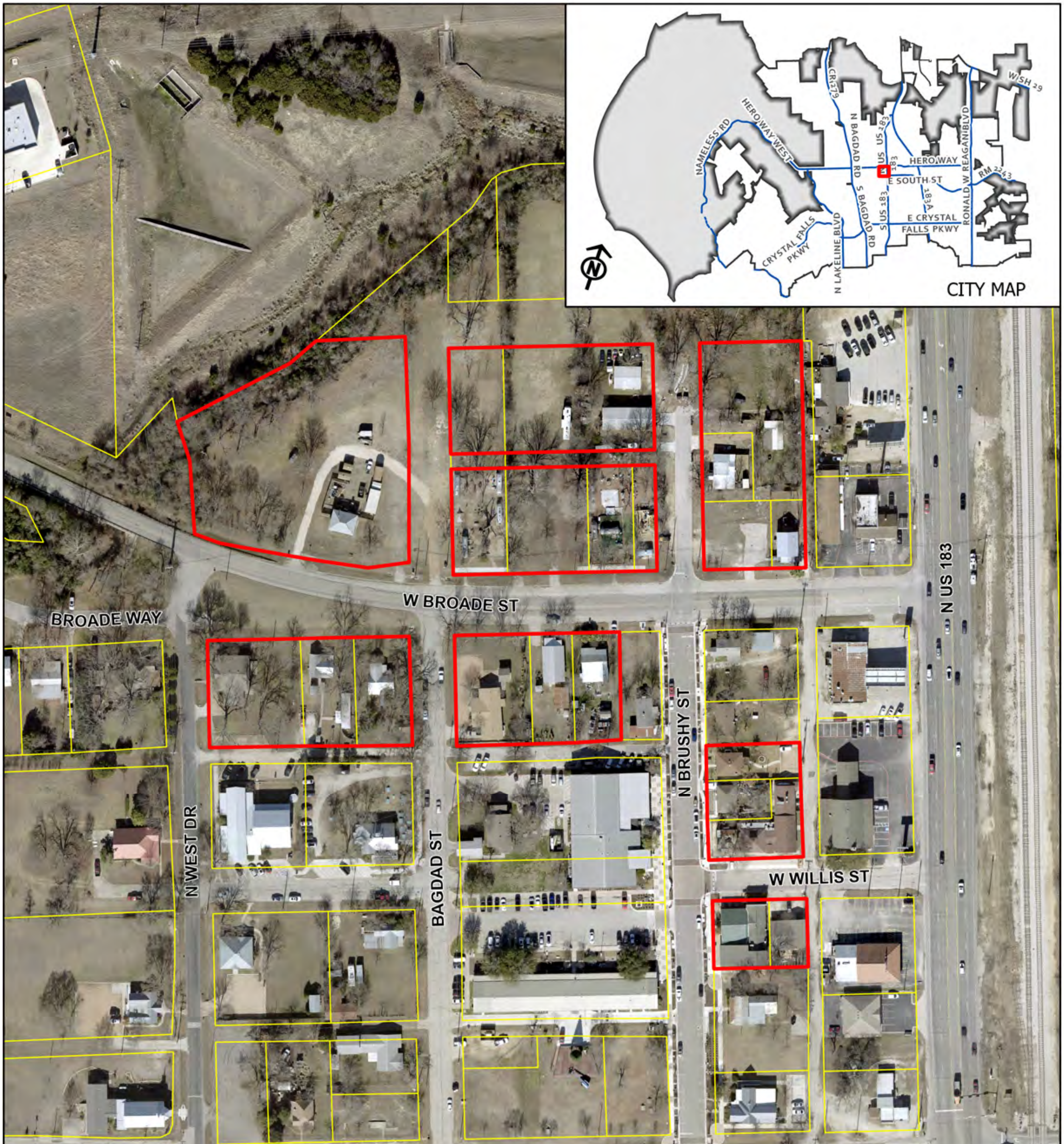
N

0 60 120

Feet



CASE: 22-TOD-Z-004

ATTACHMENT #6

OLD TOWN LARGE AREA REZONING

Aerial Map

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N

0 70 140

Feet

Leander City Limits

Leander ETJ

Subject Area

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

February 17, 2022

To whom it may concern:

The City of Leander has initiated a zoning change for multiple properties located within Old Town. The change includes updating the zoning category from T4 General Urban Zone to T5 Urban Center Zone. This change does not impact the existing use of the properties, but it does affect future redevelopment of the properties. The T4 Transect is predominately residential in nature while the T5 Transect allows for higher density mixed use development that includes commercial, office, and restaurant uses as well as alcohol sales. All property owners involved with this case have agreed to the rezone, and has been informed with the same information.

Thank you,
Case Manager
Cameron Goodman, Director of Economic Development – cgoodman@leandertx.gov or 512-528-2855

Cameron Goodman

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

February 17, 2022

Dear Property Owner:

This letter was sent to you in order to inform you of a nearby rezoning case. Your property is within 500’ of the proposed rezone request, and the letter here will give you information regarding the case. The City of Leander has initiated a zoning change for multiple properties located within Old Town and shown on the map provided. The change includes updating the zoning category from T4 General Urban Zone to T5 Urban Center Zone. This change does not impact the existing use of the properties, but it does affect future redevelopment of the properties. The T4 Transect is predominately residential in nature while the T5 Transect allows for higher density mixed use development that includes commercial, office, and restaurant uses as well as alcohol sales. All property owners involved with this case have agreed to the rezone, and has been informed with the same information.

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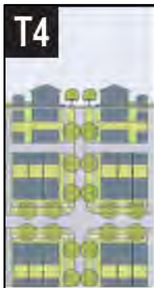
T4 GENERAL URBAN ZONE & T5 URBAN CENTER ZONE INTENT STATEMENTS



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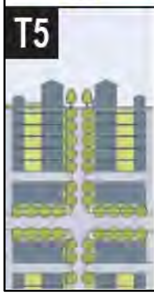

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Thank you,
Case Manager
Justin Hunt, Planner – jhunt@leandertx.gov or 512-528-2751

parcelid	ownernme	pstladdres	pstlcity	pstlstate	pstlzip5	siteaddres	sitecity	sitest	sitezip
R031378	HIGH TIME	17819 STU	SPRING	TX	77379	CR 274	LEANDER	TX	78641
R036031	VINCIK, JOS	335 BAKER	LEANDER	TX	78641	400 BRUSH	LEANDER	TX	78641
R036033	BAIREUTH	3508 FAR V	AUSTIN	TX	78731	BRUSHY ST	LEANDER	TX	78641
R036041	LEANDER L	309 HWY 1	LEANDER	TX	78641	309 HWY 1	LEANDER	TX	78641
R036042	SJK LEANDI	125 WOOD	SANTA ROS	FL	32459	303 N HWY	LEANDER	TX	78641
R036069	SHEETAL EI	207 N HWY	LEANDER	TX	78641	207 N HWY	LEANDER	TX	78641
R036070	COMPASS I	ATT:DIANA	BIRMINGH.	AL	35296	201 N HWY	LEANDER	TX	78641
R036075	BRUSHY PR	5205 TURN	AUSTIN	TX	78731	208 N BRU:	LEANDER	TX	78641
R036076	BRUSHY PR	5205 TURN	AUSTIN	TX	78731	210 N BRU:	LEANDER	TX	78641
R036077	JOHNNY 9S	8315 BURN	AUSTIN	TX	78757	203 N BRU:	LEANDER	TX	78641
R036081	CITY OF LE/	PO BOX 31	LEANDER	TX	78646	202 BAGD/	LEANDER	TX	78641
R036090	305 WILLIS	3061 N BA(	LEANDER	TX	78641	305 WILLIS	LEANDER	TX	78641
R036091	SWEETEN l	1004 CLEAI	LEANDER	TX	78641	201 BAGD/	LEANDER	TX	78641
R036092	WICKEY, F/	PO BOX 70	CENTREVIL	MI	49032	107 BAGD/	LEANDER	TX	78641
R036093	304 W WIL	918 PALOS	LEANDER	TX	78641	304 W WIL	LEANDER	TX	78641
R036094	SCHAEFER,	601 DEERC	LEANDER	TX	78641	303 W SOL	LEANDER	TX	78641
R036095	SCHAEFER,	101 BAGD/	LEANDER	TX	78641	101 BAGD/	LEANDER	TX	78641
R036096	SHOPP, JOI	13821 LON	LEANDER	TX	78641	301 W SOL	LEANDER	TX	78641
R036097	CITY OF LE/	PO BOX 31	LEANDER	TX	78646	200 WILLIS	LEANDER	TX	78641
R036098	CITY OF LE/	PO BOX 31	LEANDER	TX	78646	205 SOUTH	LEANDER	TX	78641
R036099	CITY OF LE/	PO BOX 31	LEANDER	TX	78646	103 N BRU:	LEANDER	TX	78641
R036100	SOTO, CHR	109 N HIGH	LEANDER	TX	78641	109 N HWY	LEANDER	TX	78641
R036101	WITCHER, (	P.O. BOX 1	LEANDER	TX	78646	107 N US 1	LEANDER	TX	78641
R036102	AHP HOLDI	12160 W P.	CEDAR PAF	TX	78613	101 N US 1	LEANDER	TX	78641
R036103	CITY OF LE/	PO BOX 31	LEANDER	TX	78646	100 & 104	LEANDER	TX	78641
R036139	MDC COAS	Attn: CORP	IRVING	TX	75063	101 S HWY	LEANDER	TX	78641
R036148	DAVIS, P RI	201 N WES	LEANDER	TX	78641	404 BROAD	LEANDER	TX	78641
R036149	BECHTOL J.	23305 WIN	LEANDER	TX	78641	400 W BRC	LEANDER	TX	78641
R036150	MANNING,	207 N WES	LEANDER	TX	78641	207 N WES	LEANDER	TX	78641
R036151	DAVIS, P RI	201 N WES	LEANDER	TX	78641	201 N WES	LEANDER	TX	78641
R036152	TKRESS LLC	104 COVIN	GEORGETC	TX	78628	103 N WES	LEANDER	TX	78641
R109480	LEANDER IS	PO BOX 21	LEANDER	TX	78646	204 W SOL	LEANDER	TX	78641
R109608	LEANDER, I	PO BOX 11	LEANDER	TX	78646	101 N WES	LEANDER	TX	78641
R305215	LEANDER, I	PO BOX 11	LEANDER	TX	78646	WEST DR	LEANDER	TX	78641
R357805	CITY OF LE/	PO BOX 31	LEANDER	TX	78646	102 BAGD/	LEANDER	TX	78641
R418897	OT VILLAGI	% Preferre	AUSTIN	TX	78720	202 N TRE/	LEANDER	TX	78641
R418947	PSTLZIP5	UNAVAILAI	LEANDER	TX	78641	106 WINDI	LEANDER	TX	78641
R418948	LEBLANC, A	11012 LON	AUSTTIN	TX	78754	108 WINDI	LEANDER	TX	78641
R418949	AVILA, VAL	200 WINDI	LEANDER	TX	78641	200 WINDI	LEANDER	TX	78641
R418950	FLORES, JU	202 WINDI	LEANDER	TX	78641	202 WINDI	LEANDER	TX	78641
R418951	THOM, ERI	204 WINDI	LEANDER	TX	78646	204 WINDI	LEANDER	TX	78641
R418952	RAMACHAI	15513 FISH	AUSTIN	TX	78717	206 WINDI	LEANDER	TX	78641
R418953	REYNOLDS,	208 WINDI	LEANDER	TX	78641	208 WINDI	LEANDER	TX	78641
R418954	OT VILLAGI	% Preferre	AUSTIN	TX	78720	210 WINDI	LEANDER	TX	78641
R487428	LEANDER IS	PO BOX 21	LEANDER	TX	78646	202 W SOL	LEANDER	TX	78641
R487429	LEANDER IS	PO BOX 21	LEANDER	TX	78646	104 S BRUS	LEANDER	TX	78641

R496898	A+ FEDERA	PO BOX 14	AUSTIN	TX	78761	11255 HER	LEANDER	TX	78641
R496900	H E BUTT G	ATTN: PRO	SAN ANTOI	TX	78283	N HWY 183	LEANDER	TX	78641
R503958	UNKNOWN	000 Bagdad	Leander	TX	78641	BAGDAD ST	LEANDER	TX	78641
R542549	PEMAS LLC	13-24 JACK	LONG ISLAI	NY	11101	11245 HER	LEANDER	TX	78641
R542550	H E BUTT G	ATTN: PRO	SAN ANTOI	TX	78283	BROADE ST	LEANDER	TX	78641
R565243	NGUYEN, K	708 LOS RC	LEANDER	TX	78641	E EVANS ST	LEANDER	TX	78641
R565244	5TH ELEME	16701 RED	LEANDER	TX	78641	BROADE ST	LEANDER	TX	78641
R565245	WARREN, F	201 N MOL	CEDAR PAR	TX	78613	WILLIS ST	LEANDER	TX	78641
R565246	KABILAN, S	129 BEISA I	ROUND RO	TX	78681	SOUTH ST	LEANDER	TX	78641
R566532	CITY OF LE	PO BOX 31	LEANDER	TX	78646	WILLIS ST	LEANDER	TX	78641
R590758	UNKNOWN	000 missin	Georgetow	TX	78626	N US 183	LEANDER	TX	78641
R590759	UNKNOWN	000 missin	Georgetow	TX	78626	N BRUSHY	LEANDER	TX	78641
R619585	CITY OF LE	% RIDE OR	AUSTIN	TX	78748	104 N BRU	LEANDER	TX	78641

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

February 17, 2022

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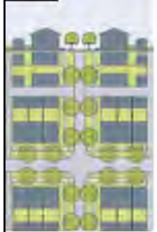
T4



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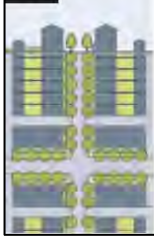
General Character:	mix of houses, townhouses & small apartment buildings, with scattered commercial activity; balance between landscape and buildings; presence of pedestrians
Building Placement:	shallow to medium front and side yard setbacks
Frontage Types:	porches, fences, dooryards
Typical Building Height:	1- to 3-story with a few taller apartment buildings
Civic Space Types:	squares and greens, pocket parks, playgrounds
Thoroughfare Types:	streets, avenues, boulevards, bikeways

T5



URBAN CENTER ZONE

T5 Urban Center Zone consists of higher density mixed use development that accommodates retail, offices, rowhouses, and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting, and buildings set close to the sidewalks.

General Character:	Shops with apartments and office above; townhouses, larger apartment houses, live-works, and civic buildings; predominantly attached buildings; trees within the public right-of-way; substantial pedestrian activity, frequent retail frontages
Building Placement:	shallow setbacks or none; buildings oriented to street defining a street
Frontage Types:	stoops, shopfronts, galleries
Typical Building Height:	2- to 4-story with some single story
Civic Space Types:	plazas and squares, pocket parks, playgrounds
Thoroughfare Types:	streets, commercial streets, avenues, boulevards, bikeways

Case Manager
Justin Hunt, Planner – jhunt@leandertx.gov or 512-528-2751

If you do not wish to be included in this City initiated zoning case, please notify the Planning Department before March 24, 2022 by emailing planning@leandertx.gov or calling 512-528-2751.

The process for rezoning property within Leander city limits includes public hearings before the Planning & Zoning Commission and City Council, as well as two readings of the ordinance.

Scheduled public hearings:

- **Planning & Zoning Commission – March 24, 2022 at 7:00 p.m.**
- **City Council – April 21, 2022 at 7:00 p.m.**

Please do not hesitate to contact me if you have any questions.

Sincerely,

____
____
____

parcelid	ownernme1	pstladdres	pstlcity	pstlstate	pstlzip5	siteaddres	sitecity	sitest	sitezip
R036031	VINCIK, JOSHUA DANE	335 BAKER LN	LEANDER	TX	78641	400 BRUSHY ST	LEANDER	TX	78641
R036033	BAIREUTH LLC	3508 FAR WEST BLVD STE 190	AUSTIN	TX	78731	BRUSHY ST	LEANDER	TX	78641
R036041	LEANDER LAND LTD CO	309 HWY 183 N	LEANDER	TX	78641	309 HWY 183 N	LEANDER	TX	78641
R036042	SJK LEANDER 183 LLC	125 WOOD BEACH DR	SANTA ROSA BEACH	FL	32459	303 N HWY 183	LEANDER	TX	78641
R036069	SHEETAL ENTERPRISE LLC	207 N HWY 183	LEANDER	TX	78641	207 N HWY 183	LEANDER	TX	78641
R036070	COMPASS BANK	ATT:DIANA SEALE-TAX ACCT DEPT PO BOX 10566	BIRMINGHAM	AL	35296	201 N HWY 183	LEANDER	TX	78641
R036075	BRUSHY PROPERTIES LLC	5205 TURNABOUT LN	AUSTIN	TX	78731	208 N BRUSHY ST	LEANDER	TX	78641
R036076	BRUSHY PROPERTIES LLC	5205 TURNABOUT LN	AUSTIN	TX	78731	210 N BRUSHY ST	LEANDER	TX	78641
R036077	JOHNNY 99 LLC	8315 BURNET RD #D	AUSTIN	TX	78757	203 N BRUSHY ST	LEANDER	TX	78641
R036081	CITY OF LEANDER	PO BOX 319	LEANDER	TX	78646	202 BAGDAD ST	LEANDER	TX	78641
R036090	305 WILLIS STREET LLC	3061 N BAGDAD RD	LEANDER	TX	78641	305 WILLIS ST	LEANDER	TX	78641
R036091	SWEETEN UP BAKE SHOP LLC	1004 CLEAR LAKE LN	LEANDER	TX	78641	201 BAGDAD ST	LEANDER	TX	78641
R036097	CITY OF LEANDER	PO BOX 319	LEANDER	TX	78646	200 WILLIS ST	LEANDER	TX	78641
R036098	CITY OF LEANDER	PO BOX 319	LEANDER	TX	78646	205 SOUTH ST	LEANDER	TX	78641
R036099	CITY OF LEANDER	PO BOX 319	LEANDER	TX	78646	103 N BRUSHY ST	LEANDER	TX	78641
R036100	SOTO, CHRISTIAN CRUZ & BENJAMIN CRUZ JR	109 N HIGHWAY 183	LEANDER	TX	78641	109 N HWY 183	LEANDER	TX	78641
R036101	WITCHER, C K	P.O. BOX 1865	LEANDER	TX	78646	107 N US 183	LEANDER	TX	78641
R036102	AHP HOLDINGS LLC	12160 W PARMER LN STE 130-807	CEDAR PARK	TX	78613	101 N US 183	LEANDER	TX	78641
R036103	CITY OF LEANDER	PO BOX 319	LEANDER	TX	78646	100 & 104 N BRUSHY ST	LEANDER	TX	78641
R036150	MANNING, ROBERT SCOTT	207 N WEST DR	LEANDER	TX	78641	207 N WEST DR	LEANDER	TX	78641
R036151	DAVIS, P REESE & NORMA JEAN	201 N WEST DR	LEANDER	TX	78641	201 N WEST DR	LEANDER	TX	78641
R496900	H E BUTT GROCERY CO	ATTN: PROPERTY TAX OFFICE PO BOX 839999	SAN ANTONIO	TX	78283	N HWY 183	LEANDER	TX	78641
R503958	UNKNOWN, LEANDER	000 Bagdad	Leander	TX	78641	BAGDAD ST	LEANDER	TX	78641
R542550	H E BUTT GROCERY CO	ATTN: PROPERTY TAX OFFICE PO BOX 839999	SAN ANTONIO	TX	78283	BROADE ST	LEANDER	TX	78641
R566532	CITY OF LEANDER	PO BOX 319	LEANDER	TX	78646	WILLIS ST	LEANDER	TX	78641
R619585	CITY OF LEANDER	% RIDE OR DIE LLC 11308 ROBERT WOODING DR	AUSTIN	TX	78748	104 N BRUSHY ST	LEANDER	TX	78641

Write the Case Number

22-TOD-SU-001

Found in the attached letter

ONLINE OPTION

If you prefer, submit comments online at:

leandertx.gov/notice

A property owner near you has requested a change as described in the attached letter. Complete and mail this postcard or visit the city website to provide comments. Postage has been prepaid for your convenience.

Name: Toni Shopp

Address: 13621 Long Hollow Loop
Leander, TX [redacted]

Email: [redacted]

I ☑ **SUPPORT** ☐ **OPPOSE** the requested change as described. **Other comments:**

Good luck and God bless!

Write the Case Number

22-TOD-SU-001

Found in the attached letter

ONLINE OPTION

If you prefer, submit comments online at:

leandertx.gov/notice

A property owner near you has requested a change as described in the attached letter. Complete and mail this postcard or visit the city website to provide comments. Postage has been prepaid for your convenience.

Name: Anja Schaefer

Address: 101 BAGDAD ST.

Email: [redacted]

I ☑ **SUPPORT** ☐ **OPPOSE** the requested change as described. **Other comments:**

The RV is not in the way and helping family members is important. I applaud Faith for her decision and commitment.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING A SPECIAL USE PERMIT TO ALLOW FOR THE TEMPORARY RESIDENTIAL USE OF A TRAVEL TRAILER OR RECREATIONAL VEHICLE FOR USE BY AN ILL, CONVALESCENT OR OTHERWISE DISABLED FRIEND OR RELATIVE NEEDING CARE FROM THE OCCUPANT OF THE PRIMARY RESIDENCE, OR A FRIEND OR RELATIVE PROVIDING NECESSARY CARE FOR AN ILL, CONVALESCENT OR OTHERWISE DISABLED OCCUPANT; AND A TIME FRAME OF ONE (1) YEAR; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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 0.3856 acres, more or less, located in Leander, Williamson County, being more particularly described in Exhibit "A", and addressed as 107 Bagdad Street, more particularly described in Document Number 2010021829, Official Public Records of Williamson County, Texas, and identified by tax identification number R036092.

SECTION 4. Special Use Permit. The amendment to the Special Use Permit is hereby approved to allow temporary residential use of a travel trailer or recreational vehicle for use by an ill, convalescent or otherwise disabled friend or relative needing care from the occupant of the primary residence, or a friend or relative providing necessary care for an ill, convalescent or otherwise disabled occupant. The term of this permit shall be limited to a time frame of one (1) year. Within sixty (60) days of cessation of the temporary use, all occupancy of the unit shall cease, the unit shall be disconnected from all utilities and the unit shall be removed from the premises.

SECTION 5. 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 6. 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 21st day of April, 2022.
FINALLY PASSED AND APPROVED on this the 5th day of May, 2022.

ATTEST:	**THE CITY OF LEANDER, TEXAS**
______________________________	______________________________
Dara Crabtree, City Secretary	Christine Delisle, Mayor

AGENDA ITEM # 16

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Ordinance Case 22-OR-001 to amend the Composite Zoning Ordinance to adopt regulations for Mobile Food Establishments, update accessory structure requirements, updating definitions, and to provide for related matters; Williamson & Travis Counties, Texas.

BACKGROUND:

This request is the second step in the ordinance process. This update includes the following amendments:

1. Establish Mobile Food Establishments
2. Revise Accessory Structure Requirements
3. Updates to Definitions

The Commission reviewed the request during the March 24, 2022 meeting and recommended the following changes:

1. Provide for an increased setback when the size of the accessory structure is increased.
2. Update the owners of operation for a temporary use to match the LO (Local Office) hours

HISTORY/TIMELINE:

03/24/2022 – Planning & Zoning Commission, 1st Public Hearing
04/14/2022 – Planning & Zoning Commission, Action
04/21/2022 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The City Council approved this request during the April 21, 2022 meeting.

PRESENTER:

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

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Attachments

1. Planning Analysis
2. Ordinance Redline
3. Ordinance

PLANNING ANALYSIS

ORDINANCE CASE 22-OR-001
COMPOSITE ZONING ORDINANCE

GENERAL INFORMATION

Ordinance Amendment: Composite Zoning Ordinance

Changes: Updates to add/remove definitions, establish standards for Mobile Food Establishments, and update accessory structure requirements.

Staff Contact: Robin M. Griffin, AICP, Executive Director of Development Services

PURPOSE

Currently, mobile food establishments (aka food trucks) are not permitted by right by the Composite Zoning Ordinance. Staff has evaluated the ordinances as well as the regulations for surrounding municipalities. As part of this research, staff has crafted an ordinance to address the following questions:

1. **WHY ALLOW MOBILE FOOD ESTABLISHMENTS?**
   - Provides an opportunity to increase jobs and businesses.
   - Offers opportunities for food choices.
   - Helps new restaurants test the local market for a permanent location.
   - Allows the City to signal to other potential businesses that the community is adopting the evolving economy and is supporting entrepreneurship.
   - Activates areas that are in need of redevelopment.

2. **QUESTIONS TO ANSWER**
   - Where does this type of use fit?
   - How long should they stay at one location?
   - Does the community want this use?
   - When can mobile food establishments operate?
   - How should parking be addressed?
   - Should there be limits on hours, lighting, and outdoor activities?

3. **WHERE**
   - LC, GC use components, amenity centers?
   - Distance from other brick and mortar restaurants?
   - Distance from single-family?
   - On public property like City Hall and parks?

4. **DURATION**
   - Allowed to stay overnight?
   - Limit on the number of days?

5. **Nuisances**
   - Hours of Operation: follow base zoning?
   - Trash: How do we keep the area clean?
   - Lighting: Dark Sky Compliant?
   - Maintenance of trucks

This amendment includes two types of mobile food establishments – parks and temporary. A park would be a site that is improved to support multiple mobile food establishments at a fixed location. The primary use would be mobile food establishments. A temporary mobile food establishment would be allowed at an existing business or developed site.

In addition to this update, we have added several definitions and updated the accessory structure size provisions. Currently, the ordinance limits the size of an accessory structure to 10% of the size of the primary structure. We have noticed an influx in requests to allow for a large accessory structure. We suspect that this change stems an increase in the number of people that work from home. Staff proposes to increase the size from 10% to 20% of the primary structure. This means that a 2,500 square foot home could have a 500 square foot accessory structure instead of 250 square feet.

COMPREHENSIVE PLAN

GOAL #1 – ECONOMIC GROWTH – QUALITY DEVELOPMENT & ECONOMIC GROWTH GENERATING A DIVERSE TAX BASE

Strategy 1.2 Maintain development codes that achieve the community's desired character and quality.

Action 1.2.3 Prepare amendments to the development codes to address changing market demands and development patterns.

CHAPTER 4 - COMMUNITY ENGAGEMENT

Figure 3.22, What Should Leander Focus on to Promote the Community?

COMPOSITE ZONING ORDINANCE

ARTICLE I – GENERAL, SECTION 6: DEFINITIONS

Accessory Building or Accessory Structure (nonresidential) means an accessory building / structure that is a subordinate building, the use of which is secondary to and supportive of the main building. Includes, but is not limited to, storage facilities, detached garages, parking structures or enclosures, shade structures, and other similar buildings or structures.

Accessory Building or Accessory Structure (residential) means a building or structure that is incidental to and customarily associated with the principal structure on the same site, attached to or detached from the main building, not used for commercial purposes and not rented. Includes, but is not limited to, swimming pools, pool houses/cabanas, workshops, decks, storage sheds, barbeque structures, playscapes, tree houses, shade structures, and other similar buildings or structures. Conexes and shipping containers are not permitted or considered to be an accessory structure in residential zoning districts.

Accessory Dwelling Unit means a unit built on a legal lot in addition to a principal dwelling unit Accessory dwelling units are subordinate in size, location, and use to the principal structure.

Auto body, paint and repair shop means an establishment that provides collision repair services for automobiles and light trucks and other similar motor vehicles, including body frame straightening and repair, replacement of damaged parts and painting. The term "auto body, painting and repair shops" may also include general repairs

Bed and Breakfast means a private residence or commercial operation that offers sleeping accommodations and serves breakfasts at no extra cost to its lodgers.

Brewpub means an establishment containing both a restaurant and a brewery that produces beer for on site sale and consumption.

Building means any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, which is permanently affixed to the land, has one or more floors and a roof, and has enclosed walls for fifty (50%) percent of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof".

Drought tolerant turf grasses means turf grass varieties and mixes that have been developed to minimize, once established, the requirements for irrigation, mowing, weeding and fertilizer in central Texas landscapes and have summer-dormancy capabilities. Drought-tolerant turf grasses include species such as Buffalo, Bermuda hybrids that do not produce viable seed, Zoysia, and HABITURF®. St. Augustine is not considered a drought-tolerant turf grass.

Executive Director of Development Services means the person appointed by the City Manager to oversee the Development Services Department and serve as the Planning Director.

Floodplain means a waterway and the adjacent land area subject to inundation during the design storm.

Garage means a structure or part thereof, designed, used or intended to be used for the parking and storage of motor vehicles. A garage is considered to be part of the primary structure for single-family residential purposes. A garage shall include paved, vehicular access to a street.

Hospital means an institution providing primary health care services, including in-patient medical or surgical care, including related facilities such as out-patient clinics, offices, laboratories, teaching facilities, meeting areas, cafeterias, maintenance and parking facilities. Typical uses include medical centers and hospitals.

Masonry means brick, stone, or stucco. Tilt wall faced in brick or stone, or stamped to looks like brick or stone also qualifies as masonry.

Microbrewery, Microdistillery, or Microwinery means:

(a) A Microbrewery is a facility that produces no more than 15,000 barrels of beer annually and which may include a tasting room and retail space.

(b) A Microdistillery is a facility that produces no more than 5,000 gallons of spirituous beverages annually and which may include a tasting room and retail space. Also referred to as craft, boutique, or artisanal distilleries.

(c) A Microwinery is a facility that produces no more than 50,000 gallons of wine and related beverages annually and which may include a tasting room and retail space, but does not include a vineyard.

Mini-warehouse means a structure containing separate storage spaces of varying sizes leased or rented as individual leases. This term includes self-storage facility and mini-storage facility.

Mobile Food Establishment means a readily movable, motorized wheeled vehicle, or a towed wheeled vehicle, designed and equipped with heat producing equipment to cook, fry, or warm products to serve food and associated non-alcoholic beverages. This definition shall also apply to any associated uses such as seating, refuse containers, generators, or equipment associated with the mobile food establishment operation.

Mobile Food Establishment Temporary Use means a Mobile Food Establishment that locates temporarily on a property with an existing business, in accordance with the standards of this ordinance.

Mobile Food Establishment Park means a property used or developed to accommodate one or more Mobile Food Establishments as the primary use of the property. Mobile Food Establishment Parks must have a valid certificate of occupancy in addition to all other applicable permits and inspections.

Modular Housing means a residential structure that is constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent site. This type of structure is designed to be used as a permanent residential structure when the module or the modular component is transported to the permanent site and erected or installed on a permanent foundation system. It does not include:

(a) Manufactured housing,

(b) Housing constructed of sectional or panelized system that does not use a modular component, or

(c) A ready-built home constructed in a manner in which the entire living area is contained in a single unit or section at a temporary location for the purpose of selling and moving to the home to a different location.

Office means a building used for executive, consulting, professional, management, or administrative services. Typical uses include administrative offices including, but not limited to, real estate, law, architectural design, accounting, insurance, property management, investment, personnel, travel, or business offices.

Office, Medical means an office used to provide consultation, diagnosis, therapy, or corrective treatment services by doctors, dentists, or other similar medical practitioners.

Office Warehouse means an establishment engaged in both the administration and management of, and the storage of, goods for themselves or other firms. Typical uses for the office portion include business functions related to the goods being stored. A limited amount of on-site sales activity with the customer present is expected. Typical uses for the warehouse portions include storage by retail stores such as furniture and appliance stores, household moving and general freight storage. The office/warehouse facility's typical design has an office entry on the street-facing side of the building and a warehouse and loading entry on the rear of the building. Uses for the warehouse portion shall not include major wholesale distribution centers, cold storage plants including frozen food lockers, storage of weapons and ammunition, truck or air freight terminals, bus barns, parcel services, major post offices, grain terminals, transfer and storage businesses and the stockpiling of sand, gravel or other aggregate materials. A minimum of twenty-five (25%) percent of the building shall be used for office purposes.

Off-Street Parking Space means an area for one (1) motor vehicle not on a public street or alley, with an all weather surface (asphalt or concrete). A public street shall not be classified as off-street use, however, head-in parking or parallel parking spaces protected by raised peninsulas or islands adjacent to a public street may be considered as off-street parking if approved by the Director of Planning.

Shade Structure means gazebos, arbors, pergolas or similar structures intended as decorative features to provide respite from the sun and partial protection from the elements while still out of doors.

Vet Clinic means a facility for the care, diagnosis and medical treatment by a licensed veterinarian.

ARTICLE III – USE COMPONENTS

SECTION 14: LO - LOCAL OFFICE

(b) Conforming Uses

(5) Mobile Food Establishment Park (Special Use Permit is required, see Article IV, Section 10 for Use Standards)

(6) Mobile Food Establishment Temporary Use (See Article IV, Section 10 for Use Standards)

ARTICLE IV – USE STANDARDS

SECTION 2: Special Use Permit

(a) Uses Qualified

(16) Mobile Food Establishment Park

SECTION 5: Accessory Building/Structure/Use; Sports & Other Equipment Regulations

(d) In residential districts, a covered patio or porch is considered to be part of the primary building / structure.

****NEW CODE ADDITIONS****

SECTION 10: Mobile Food Establishment Park & Mobile Food Establishment Temporary Use

(a) Intent. The intent of this section is to provide regulations for the development of Mobile Food Establishment Parks as well as provide provisions for Mobile Food Establishment Temporary Use as a temporary use on site that are already developed for commercial purposes.

(b) General requirements.

(1) Mobile Food Establishments shall not locate on public streets, sidewalks, required parking areas needed to meet minimum parking requirements for the primary use, fire lanes, or blocking access drives.

(2) Mobile Food Establishments shall not be located within one hundred fifty (150') feet of a residential dwelling unit. This measurement shall be measured from the property line of the dwelling unit to the closest point of the Mobile Food Establishment.

(3) Mobile Food Establishments, generators, and other equipment shall be maintained and be in operable condition at all times.

(4) No trash or grease shall be left on site after the departure of the Mobile Food Establishment.

(5) Exterior finishes shall be maintained with minimum property, structural, and health standards.

(6) Mobile Food Establishments shall remain on wheels and drivable or with the hitch in place.

(7) Mobile Food Establishments shall have an up to date registration and license.

(8) The property owner authorization shall be provided prior to operating a Mobile Food Establishment on private or public property.

(9) All signage for the Mobile Food Establishment shall be on or attached to the vehicle. "A" Frame signs may be used for menu items internal to the site.

(10) All Mobile Food Establishments shall maintain a permit in compliance with the Williamson County and Cities Health District regulations and City regulations.

(c) Mobile Food Establishment Parks. In addition to the general requirements listed in this section, Mobile Food Establishment Parks shall also comply with the following.

(1) A special use permit is required.

(2) A site development permit is required demonstrating compliance will all ordinance requirements. This permit shall provide a plan for the location of the Mobile Food Establishments, parking, amenity areas, restrooms, driveways, sidewalks, and refuse containers. Setbacks associated with the zoning district shall apply to the Mobile Food Establishment Park. Parking areas may be comprised of crushed granite with a ribbon curb.

(3) Restrooms. Permanent restrooms within a permitted building or structure shall be provided onsite within the Mobile Food Establishment Park for the use by the Mobile Food Establishments and the Mobile Food Establishment customers, operators, and employees. The number of and type of restrooms shall be determined based on the occupant load of the Mobile Food Establishment Park. These restrooms shall be available for use during the Mobile Food Establishment Park hours of operation. No portable or temporary restrooms shall be allowed.

(4) Hours of Operation: Hours of operation shall comply with the underlying base zoning district

(5) Common Area. Each Mobile Food Establishment Park shall be required to provide two hundred (200) square feet of common area per Mobile Food Establishment. The area should be a minimum of ten (10') feet in width. Common area shall include outdoor eating areas, open space, playscape, covered gathering space, or other similar uses.

(6) Parking. See Article VI, Section 3.

(7) An annual permit from the City for each calendar year is required for a Mobile Food Establishment Park. This permit shall be requested each year in January 1.

i. The property owner shall be responsible for obtaining the permit.

ii. The property owner shall attest that al Mobile Food Establishments within the Park have the required permits from the health district and that all inspections by the Fire Department have been completed.

iii. This permit may be revoked if the Mobile Food Establishment Park is found to be out of compliance with the health department or the City's regulations.

iv. The Mobile Food Establishment Park shall have a manager and the contact information for the manager shall be provided with the annual permit.

(8) Certificate of Completion. Each Mobile Food Establishment Park shall be required to receive a certificate of completion for the site improvements prior to the operation of Mobile Food Establishments.

(d) Mobile Food Establishment Temporary Use.

(1) Upon issuance of a permit pursuant to the Code of Ordinances, a Mobile Food Establishment is permitted as an accessory use supporting the following uses:

i. Property located within a LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components, which contains an operational business;

ii. Places of worship;

iii. Apartment complexes;

iv. Parks and recreation facilities;

v. Homeowner Association owned common areas; or

vi. Public or private education facilities.

(2) Hours of Operation

i. The Mobile Food Establishment shall not operate during the hours that the primary use is closed.

(3) Restrooms located within a permanent building that has been issued a valid certificate of occupancy shall be provided for the use of the Mobile Food Establishment's customers, operators and employees. Such restroom(s) must remain open and available for use at all times during which the Mobile Food Establishment is situated on the operation site. No portable or temporary restrooms shall be allowed.

(4) Number of Mobile Food Establishment per property: Sites smaller than one (1) acre are prohibited from having more than two (2) Mobile Food Establishment on-site at any time.

ARTICLE V – SITE COMPONENTS

SECTION 2: Type 2

(b) Site Uses and Features (Some Site Uses Listed Also Require Appropriate Use Component)

(1) General (All Development):

i. Accessory buildings / structures are permitted providing that their total gross floor area square footage is not greater than twenty percent (20%) of the gross floor area of the primary building / structure with the use utilizing such accessory building / structure(s), or one hundred twenty (120) square feet, whichever is greater (agricultural and recreational buildings / structures are exempt from this limit).

ARTICLE VI – USE STANDARDS

SECTION 3: Off-Street Parking Requirements

USE CATEGORY	SPECIFIC USE	SPACE REQUIREMENT
COMMERCIAL USES		
Food & Beverage Establishments	Restaurant as a single use or comprising more than 20% of a mixed retail center	1:100 sq. ft.
	Mobile Food Establishment Park	1:100 sq. ft. of common area plus 2 spaces per Mobile Food Establishment Park

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.02, THE COMPOSITE ZONING ORDINANCE TO AMEND THE COMPOSITE ZONING ORDINANCE TO ADOPT REGULATIONS FOR MOBILE FOOD ESTABLISHMENTS, UPDATE ACCESSORY STRUCTURE REQUIREMENTS, UPDATE DEFINITIONS, AND TO PROVIDE FOR RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed amendments to Section 14.02.001, Article 14.02, Chapter 14, Leander Code of Ordinances (the "Composite Zoning Ordinance"), and forwarded its recommendation on the amendments to the City Council; and

WHEREAS, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has considered the proposed amendments and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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. **Amendment of Article I, Section 6.** Article I, Section 6 of the Composite Zoning Ordinance is hereby amended by adding the following definitions:

Accessory Building or Accessory Structure (residential) means a building or structure that is incidental to and customarily associated with the principal structure on the same site, attached to or detached from the main building, not used for commercial purposes and not rented. Includes, but is not limited to, swimming pools, pool houses/cabanas, workshops, decks, storage sheds, barbeque structures, playscapes, tree houses, shade structures, and other similar buildings or structures. Conexes and shipping containers are not permitted or considered to be an accessory structure in residential zoning districts.

Accessory Dwelling Unit means a unit built on a legal lot in addition to a principal dwelling unit Accessory dwelling units are subordinate in size, location, and use to the principal structure.

Auto body, paint and repair shop means an establishment that provides collision repair services for automobiles and light trucks and other similar motor vehicles, including body frame straightening and repair, replacement of damaged parts and painting. The term "auto body, painting and repair shops" may also include general repairs

Bed and Breakfast means a private residence or commercial operation that offers sleeping accommodations and serves breakfasts at no extra cost to its lodgers.

Brewpub means an establishment containing both a restaurant and a brewery that produces beer for on site sale and consumption.

Drought tolerant turf grasses means turf grass varieties and mixes that have been developed to minimize, once established, the requirements for irrigation, mowing, weeding and fertilizer in central Texas landscapes and have summer-dormancy capabilities. Drought-tolerant turf grasses include species such as Buffalo, Bermuda hybrids that do not produce viable seed, Zoysia, and HABITURF®. St. Augustine is not considered a drought-tolerant turf grass.

Executive Director of Development Services means the person appointed by the City Manager to oversee the Development Services Department and serve as the Planning Director.

Garage means a structure or part thereof, designed, used or intended to be used for the parking and storage of motor vehicles. A garage is considered to be part of the primary structure for single-family residential purposes. A garage shall include paved, vehicular access to a street.

Hospital means an institution providing primary health care services, including in-patient medical or surgical care, including related facilities such as out-patient clinics, offices, laboratories, teaching facilities, meeting areas, cafeterias, maintenance and parking facilities. Typical uses include medical centers and hospitals.

Microbrewery, Microdistillery, or Microwinery means:

(a) A Microbrewery is a facility that produces no more than 15,000 barrels of beer annually and which may include a tasting room and retail space.
(b) A Microdistillery is a facility that produces no more than 5,000 gallons of spirituous beverages annually and which may include a tasting room and retail space. Also referred to as craft, boutique, or artisanal distilleries.
(c) A Microwinery is a facility that produces no more than 50,000 gallons of wine and related beverages annually and which may include a tasting room and retail space, but does not include a vineyard.

Mini-warehouse means a structure containing separate storage spaces of varying sizes leased or rented as individual leases. This term includes self-storage facility and mini-storage facility.

Mobile Food Establishment means a readily movable, motorized wheeled vehicle, or a towed wheeled vehicle, designed and equipped with heat producing equipment to cook, fry, or warm products to serve food and associated non-alcoholic beverages. This definition shall also apply to any associated uses such as seating, refuse containers, generators, or equipment associated with the mobile food establishment operation.

Mobile Food Establishment Temporary Use means a Mobile Food Establishment that locates temporarily on a property with an existing business, in accordance with the standards of this ordinance.

Mobile Food Establishment Park means a property used or developed to accommodate one or more Mobile Food Establishments as the primary use of the property. Mobile Food Establishment Parks must have a valid certificate of occupancy in addition to all other applicable permits and inspections.

Modular Housing means a residential structure that is constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent site. This type of structure is designed to be used as a permanent residential structure when the module or the modular component is transported to the permanent site and erected or installed on a permanent foundation system. It does not include:

(a) Manufactured housing,
(b) Housing constructed of sectional or panelized system that does not use a modular component, or
(c) A ready-built home constructed in a manner in which the entire living area is contained in a single unit or section at a temporary location for the purpose of selling and moving to the home to a different location.

Office means a building used for executive, consulting, professional, management, or administrative services. Typical uses include administrative offices including, but not limited to, real estate, law, architectural design, accounting, insurance, property management, investment, personnel, travel, or business offices.

Office, Medical means an office used to provide consultation, diagnosis, therapy, or corrective treatment services by doctors, dentists, or other similar medical practitioners.

Office Warehouse means an establishment engaged in both the administration and management of, and the storage of, goods for themselves or other firms. Typical uses for the office portion include business functions related to the goods being stored. A limited amount of on-site sales activity with the customer present is expected. Typical uses for the warehouse portions include storage by retail stores such as furniture and appliance stores, household moving and general freight storage. The office/warehouse facility's typical design has an office entry on the street-facing side of the building and a warehouse and loading entry on the rear of the building. Uses for the warehouse portion shall not include major wholesale distribution centers, cold storage plants including frozen food lockers, storage of weapons and ammunition, truck or air freight terminals, bus barns, parcel services, major post offices, grain terminals, transfer and storage businesses and the stockpiling of sand, gravel or other aggregate materials. A minimum of twenty-five (25%) percent of the building shall be used for office purposes.

Shade Structure means gazebos, arbors, pergolas or similar structures intended as decorative features to provide respite from the sun and partial protection from the elements while still out of doors.

Vet Clinic means a facility for the care, diagnosis and medical treatment by a licensed veterinarian.

SECTION 3. Amendment of Article I, Section 6. Article I, Section 6 of the Composite Zoning Ordinance is hereby amended by modifying the following definitions:

Accessory Building or Accessory Structure (nonresidential) means an accessory building / structure that is a subordinate building, the use of which is secondary to and supportive of the main building. Includes, but is not limited to, storage facilities, detached garages, parking structures or enclosures, shade structures, and other similar buildings or structures.

Building means any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, which is permanently affixed to the land, has one or more floors and a roof, and has enclosed walls for fifty (50%) percent of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof".

Masonry means brick, stone, or stucco. Tilt wall faced in brick or stone, or stamped to looks like brick or stone also qualifies as masonry.

Off-Street Parking Space means an area for one (1) motor vehicle not on a public street or alley, with an all weather surface (asphalt or concrete). A public street shall not be classified as off-street use, however, head-in parking or parallel parking spaces protected by raised peninsulas or islands adjacent to a public street may be considered as off-street parking if approved by the Director of Planning.

SECTION 4. Amendment of Article I, Section 6. Article I, Section 6 of the Composite Zoning Ordinance is hereby amended by removing the following definitions:

Backage Road means a road that runs parallel to or alongside an arterial street that provides the main point of access to property.

Sign Band means a portion of the exterior wall of the building generally located near of the eve of a structure and out of a material different from the remainder of the wall or along the eve of a canopy, usually oriented horizontally, and including business or industry identification colors, logos, signage or other similar features.

SECTION 5. **Amendment of the term “Flood Plain”.** The term “flood plain” wherever it appears in the Subdivision Ordinance shall be modified to appear as “Floodplain”.

SECTION 6. **Amendment of Article III, Section 14 (b).** Article III, Section 14 (b) of the Composite Zoning Ordinance is hereby amended by adding Subsection (5) and (6) as follows and renumber the remainder of the section accordingly:

(b) Conforming Uses

(5) Mobile Food Establishment Park (Special Use Permit is required, see Article IV, Section 10 for Use Standards)

(6) Mobile Food Establishment Temporary Use (See Article IV, Section 10 for Use Standards)

SECTION 7. **Amendment of Article IV, Section 5 (d).** Article IV, Section 2 (a) of the Composite Zoning Ordinance is hereby amended by adding Subsection (16):

(16) Mobile Food Establishment Park

SECTION 8. **Amendment of Article IV, Section 5.** Article IV, Section 5 of the Composite Zoning Ordinance is hereby amended by adding Subsection (d) and as follows and renumber the remainder of the section accordingly:

(d) In residential districts, a covered patio or porch is considered to be part of the primary building / structure.

SECTION 9. **Amendment of Article IV, Section 10.** Article IV, Section 10 of the Composite Zoning Ordinance is hereby amended by adding Section 10 and renumbering the existing Section 10 to Section 11:

SECTION 10: Mobile Food Establishment Park & Mobile Food Establishment Temporary Use

(a) Intent. The intent of this section is to provide regulations for the development of Mobile Food Establishment Parks as well as provide provisions for Mobile Food Establishment Temporary Use as a temporary use on site that are already developed for commercial purposes.

(b) General requirements.

(1) Mobile Food Establishments shall not locate on public streets, sidewalks, required parking areas needed to meet minimum parking requirements for the primary use, fire lanes, or blocking access drives.

(2) Mobile Food Establishments shall not be located within one hundred fifty (150’) feet of a residential dwelling unit. This measurement shall be

measured from the property line of the dwelling unit to the closest point of the Mobile Food Establishment.

(3) Mobile Food Establishments, generators, and other equipment shall be maintained and be in operable condition at all times.

(4) No trash or grease shall be left on site after the departure of the Mobile Food Establishment.

(5) Exterior finishes shall be maintained with minimum property, structural, and health standards.

(6) Mobile Food Establishments shall remain on wheels and drivable or with the hitch in place.

(7) Mobile Food Establishments shall have an up to date registration and license.

(8) The property owner authorization shall be provided prior to operating a Mobile Food Establishment on private or public property.

(9) All signage for the Mobile Food Establishment shall be on or attached to the vehicle. "A" Frame signs may be used for menu items internal to the site.

(10) All Mobile Food Establishments shall maintain a permit in compliance with the Williamson County and Cities Health District regulations and City regulations.

(c) Mobile Food Establishment Parks. In addition to the general requirements listed in this section, Mobile Food Establishment Parks shall also comply with the following.

(1) A special use permit is required.

(2) A site development permit is required demonstrating compliance will all ordinance requirements. This permit shall provide a plan for the location of the Mobile Food Establishments, parking, amenity areas, restrooms, driveways, sidewalks, and refuse containers. Setbacks associated with the zoning district shall apply to the Mobile Food Establishment Park. Parking areas may be comprised of crushed granite with a ribbon curb.

(3) Restrooms. Permanent restrooms within a permitted building or structure shall be provided onsite within the Mobile Food Establishment Park for the use by the Mobile Food Establishments and the Mobile Food Establishment customers, operators, and employees. The number of and type of restrooms shall be determined based on the occupant load of the Mobile Food Establishment Park. These restrooms shall be available for use during the Mobile Food Establishment Park hours of operation. No portable or temporary restrooms shall be allowed.

(4) Hours of Operation: Hours of operation for the general public shall be between 7:00 a.m. to 10:00 p.m. Sunday through Thursday, and between 7:00 a.m. and 11:00 p.m. Friday and Saturday.

(5) Common Area. Each Mobile Food Establishment Park shall be required to provide two hundred (200) square feet of common area per Mobile Food Establishment. The area should be a minimum of ten (10’) feet in width. Common area shall include outdoor eating areas, open space, playscape, covered gathering space, or other similar uses.

(6) Parking. See Article VI, Section 3.

(7) An annual permit from the City for each calendar year is required for a Mobile Food Establishment Park. This permit shall be requested each year in January 1.

  i. The property owner shall be responsible for obtaining the permit.

  ii. The property owner shall attest that al Mobile Food Establishments within the Park have the required permits from the health district and that all inspections by the Fire Department have been completed.

  iii. This permit may be revoked if the Mobile Food Establishment Park is found to be out of compliance with the health department or the City’s regulations.

  iv. The Mobile Food Establishment Park shall have a manager and the contact information for the manager shall be provided with the annual permit.

(8) Certificate of Completion. Each Mobile Food Establishment Park shall be required to receive a certificate of completion for the site improvements prior to the operation of Mobile Food Establishments.

(d) Mobile Food Establishment Temporary Use.

(1) Upon issuance of a permit pursuant to the Code of Ordinances, a Mobile Food Establishment is permitted as an accessory use supporting the following uses:

  i. Property located within a LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components, which contains an operational business;

  ii. Places of worship;

  iii. Apartment complexes;

  iv. Parks and recreation facilities;

  v. Homeowner Association owned common areas; or

  vi. Public or private education facilities.

(2) Hours of Operation

  i. Hours of operation for the general public shall be between 7:00 a.m. to 10:00 p.m. Sunday through Thursday, and between 7:00 a.m. and 11:00 p.m. Friday and Saturday.

(3) Restrooms located within a permanent building that has been issued a valid certificate of occupancy shall be provided for the use of the Mobile Food Establishment's customers, operators and employees. Such restroom(s) must remain open and available for use at all times during which the Mobile Food Establishment is situated on the operation site. No portable or temporary restrooms shall be allowed.

(4) Number of Mobile Food Establishment per property: Sites smaller than one (1) acre are prohibited from having more than two (2) Mobile Food Establishment on-site at any time.

SECTION 10. **Amendment of Article V, Section 2.** Article V, Section 2 (b)(1)(i) of the Composite Zoning Ordinance is hereby amended as follows:

(b) Site Uses and Features (Some Site Uses Listed Also Require Appropriate Use Component)

(1) General (All Development):

i. Accessory buildings / structures are permitted providing that their total gross floor area square footage is not greater than twenty percent (20%) of the gross floor area of the primary building / structure with the use utilizing such accessory building / structure(s), or one hundred twenty (120) square feet, whichever is greater (agricultural and recreational buildings / structures are exempt from this limit).

SECTION 11. **Amendment of Article VI, Section 3.** Article VI, Section 3 (a) of the Composite Zoning Ordinance is hereby to add the following information to the table:

USE CATEGORY	SPECIFIC USE	SPACE REQUIREMENT
COMMERCIAL USES		
Food & Beverage Establishments	Mobile Food Establishment Park	1:100 sq. ft. of common area plus 2 spaces per Mobile Food Establishment Park

SECTION 12. **Conflicting Ordinances.** Exhibit "A", Chapter 14, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 13. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 14. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

SECTION 15. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 16. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading this the 21st day of April, 2022.
FINALLY PASSED AND APPROVED on this the 5th day of May, 2022.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
______________________________	______________________________
Christine DeLisle, Mayor	Dara Crabtree, City Secretary

AGENDA ITEM # 17

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Approval of a letter agreement for Addington Homestead Letter Agreement Case 22-DA-008 regarding the platting process; located at 4508 Valley View Road; Williamson County, Texas.

BACKGROUND:

The developer wishes to develop this property for residential purposes. This property was subdivided outside of the Subdivision Ordinance process. Replatting generally requires that the entire original lot is included. In this situation, the other owners of Lot 10 are not willing to participate. This letter agreement will allow the property owner to use the short form final plat process to replat the property without including all of the original lot. The remaining portion will have frontage on ROW and access to utilities. Approval of this agreement would remove the requirement for the entire lot to be included in the submittal.

APPLICANT/AGENT:

Kristi Lyn Harrison Addington Family Trust

PRESENTER:

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

Attachments

1. Signed Agreement
2. Location Exhibit

May 5, 2022

Kristi Lyn Harrison Addington Family Trust
c/o Kristi Addington
4508 Valley View Road
Leander, Texas 78641

RE: Short Form Plat Procedure for Property Located at 4508 Valley View Road, Leander, Texas 78641

Dear Ms. Addington:

This letter sets forth the agreement between you and the City of Leander, Texas (the "City") regarding platting/replatting of the 6.81 acre tract which is a portion of Lot 10 , Live Oak Ranch Section 1 Subdivision and which has an address of 4508 Valley View Road, Leander, Texas, being more particularly described in Exhibit "A" (the "Property"). Lot 10 had been previously divided into two parcels but never legally replatted.

Replatting generally requires the entire original tract be submitted for consideration while showing the division(s) of the property. Although requested, the owner of the other portion of Lot 10 has refused to participate to bring the divided tract into legal compliance. After review by the City, the City hereby agrees and grants your request that the Property may be subdivided as generally shown on Exhibit "A" using the short form final platting process without the need for obtaining the other property owner's participation. The City has been unable to find any restrictions or covenants that apply to the Property or that would be altered or removed by this replat.

You, as the applicants, agree that all other requirements of applicable local, state, and federal regulations and procedures for Short Form Final Plats shall be adhered to and met, except as modified by this letter agreement.

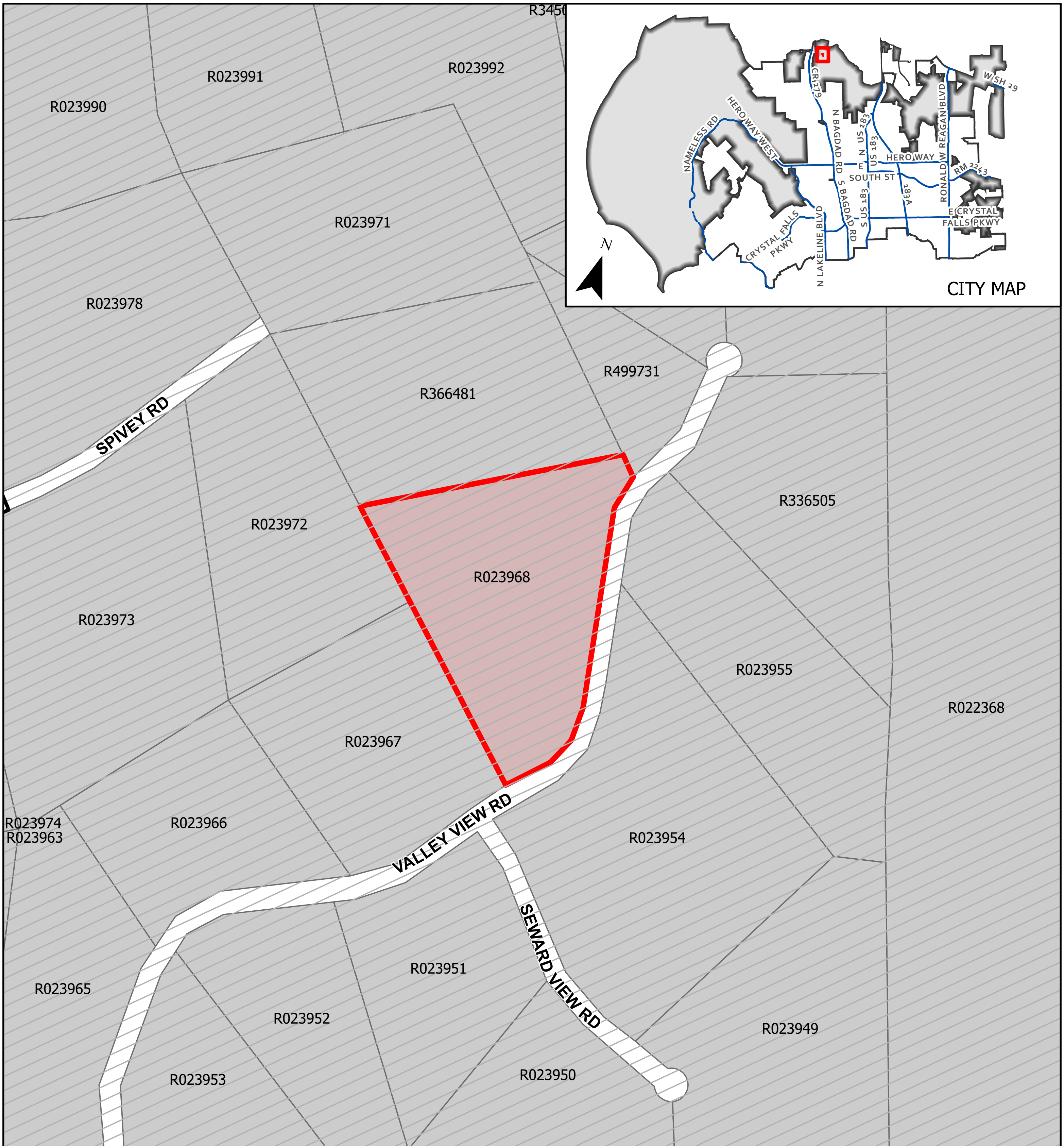
Sincerely,

____
Richard B. Beverlin, III, City Manager

AGREED:

Kristi Addington

Kristi Addington



CASE: 22-DA-008 **ATTACHMENT #2** **ADDINGTON AGREEMENT**

Site Location

N

0 150 300

Feet

Subject Area

Leander City Limits

ETJ

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 herin provided.

AGENDA ITEM # 18

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022A, in an aggregate principal amount not to exceed $22,500,000.00, for the purpose of paying contractual obligations of the City to be incurred for

1. The construction of city-wide road, street and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to Hero Way East and
2. The payment of professional services and costs of issuance related thereto.

- Discuss and consider action on an Ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022A; Authorizing the sale thereof; and enacting provisions incident and related to the issuance of said certificates, in an aggregate principal amount not to exceed $22,500,000.00, for the purpose of paying contractual obligations of the City to be incurred as described above.

BACKGROUND:

On March 3, 2022, City Council approved a resolution authorizing the publication of a notice of intent to issue Certificates of Obligation - Series A for transportation projects and Series B for utility projects. The notices included specific projects, but also stated that the lists were not exclusive. The Series A Transportation resolution included a not-to-exceed amount of $22,500,000. Staff recommended that these funds be used for four (4) projects - Hero Way East ILA with Williamson County ($13.9M); Heritage Grove Road ($3,2M); Blockhouse Farm Development Agreement (future Niles Drive cost share) ($870,000); and various traffic signalization improvements ($2.25M). Debt service would be paid through the I&S portion of the tax rate which is currently 17.7565 cents per $100. The proposed debt service is structured to not increase the tax rate, but at same time take advantage of lower interest rates available in the early years of the repayment term. A preliminary pro forma used to guide the repayment structure is attached. It is anticipated that due to investor demand and the City's excellent credit rating (recently increased by Moody's from Aa2 to Aa1) will enable the par amount of the certificates to be less than the not-to-exceed amount.

The Series B Utility resolution included a not-to-exceed amount of $34,500,000. Staff recommended that these funds be used for four (4) projects - Brushy Creek Regional Wastewater Plant Expansion ($12.5M); Sandy Creek WTP Sludge Processing ($10.6M); Sandy Creek WTP Treatment Train ($5.85M); and Reclaimed Water (Effluent) System ($2.845M). The proposed debt will be paid from the Utility Fund. No rate increase is expected due to continued strong growth in our customer base.

City staff have been working with our Financial Advisor, Chris Allen, RBC Capital Markets, bond counsel, Gregory Miller, Bickerstaff Heath Delgado Acosta LLP, and underwriters Raymond James & Associates, and FHN Financial, to prepare the necessary documents and market the proposed certificates to the investment community.

The actual sale will occur on Thursday, May 5 and subject to City Council approval.

HISTORY/TIMELINE:

March 3, 2022 - Resolution authorizing notice of intent to issuance Certificates of Obligation, Series 2022-A and 2022-B.

RECOMMENDATION:

Subject to satisfactory market conditions (bids) on May 5, recommend approval.

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Amount requested:	$22,500,000
Approved in current budget (Yes / No):	yes
Expenditure (New / Amended):	amended
Recurring or one-time:	one-time
Fund source (Operating / Utility / etc.):	Debt Service

Attachments

1. Tax Rate Pro Forma Impact
2. Ordinance
3. Moodys Rating Upgrade
4. S&P Ratings Affirmed AA
5. Bond Ratings Defined

City of Leander, Texas - I&S Tax Rate Impact Analysis

A	B	C	D	E	F	G	H	I	J	K
FYE (9/30)	TAV [1]	TAV Growth	Existing Tax-Supported General Obligation Debt Service	Plus: Proposed City Rebate to Muds CP Fees	Net Existing I&S Tax Debt Service	Calculated I&S Tax Rate For Existing Debt Service	$20.5 Million Series 2022 Estimated Debt Service [2]	Total Projected Net Debt Service	Projected I&S Tax Rate [3]	FYE (9/30)
2022	$ 7,934,894,110	11.10%	$ 11,972,875	$ 1,425,000	$ 13,397,875	0.1776	$ -	$ 13,397,875	0.1776	2022
2023	9,125,128,227	15.00%	11,480,475	1,710,000	13,190,475	0.1490	2,526,460	15,716,935	0.1776	2023
2024	10,493,897,460	15.00%	11,793,425	2,052,000	13,845,425	0.1360	4,235,500	18,080,925	0.1776	2024
2025	11,018,592,333	5.00%	9,993,925	2,462,400	12,456,325	0.1165	3,957,500	16,413,825	0.1536	2025
2026	11,569,521,950	5.00%	9,996,225	2,954,880	12,951,105	0.1154	965,000	13,916,105	0.1240	2026
2027	12,147,998,048	5.00%	9,997,125	3,545,856	13,542,981	0.1149	969,000	14,511,981	0.1232	2027
2028	12,330,218,018	1.50%	8,235,025	3,599,044	11,834,069	0.0989	966,750	12,800,819	0.1070	2028
2029	12,515,171,289	1.50%	8,243,125	3,653,029	11,896,154	0.0980	968,500	12,864,654	0.1060	2029
2030	12,702,898,858	1.50%	8,236,075	3,707,825	11,943,900	0.0969	969,000	12,912,900	0.1048	2030
2031	12,893,442,341	1.50%	7,768,825	3,763,442	11,532,267	0.0922	968,250	12,500,517	0.1000	2031
2032	13,086,843,976	1.50%	7,773,225	3,819,894	11,593,119	0.0913	966,250	12,559,369	0.0989	2032
2033	13,283,146,636	1.50%	7,777,075	3,877,192	11,654,267	0.0905	968,000	12,622,267	0.0980	2033
2034	13,482,393,835	1.50%	7,769,950	3,935,350	11,705,300	0.0895	968,250	12,673,550	0.0969	2034
2035	13,684,629,743	1.50%	7,769,600	3,994,380	11,763,980	0.0886	967,000	12,730,980	0.0959	2035
2036	13,889,899,189	1.50%	5,875,450	4,054,296	9,929,746	0.0737	964,250	10,893,996	0.0809	2036
2037	14,098,247,677	1.50%	5,874,388	-	5,874,388	0.0430	965,000	6,839,388	0.0500	2037
2038	14,309,721,392	1.50%	3,612,600	-	3,612,600	0.0260	964,000	4,576,600	0.0330	2038
2039	14,524,367,213	1.50%	-	-	-		966,250	966,250	0.0069	2039
2040	14,742,232,721	1.50%	-	-	-		966,500	966,500	0.0068	2040
2041	14,963,366,212	1.50%	-	-	-		964,750	964,750	0.0066	2041
2042	15,187,816,705	1.50%	-	-	-		966,000	966,000	0.0066	2042
Total			**$ 144,169,388**	**$ 48,554,590**	**$ 192,723,977**		**$ 27,152,210**	**$ 219,876,188**		**Total**
								max	0.1776	

(1) TAV values and growth estimates as provided by the City.
(2) Assumes current interest rates plus 50 basis points.
(3) Assumes 97% tax collection rate.

*** PRELIMINARY - FOR DISCUSSION PURPOSES ONLY ***

ORDINANCE NO. 22-__-__

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $_________ "CITY OF LEANDER, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022A"; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES

WHEREAS, the City Council of the City of Leander, Texas (the "City") originally determined that it should issue certificates of obligation in an amount not to exceed $22,500,000, for the purpose of paying contractual obligations of the City to be incurred for (1) the construction of City-wide road, street and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to Hero Way East, and (2) the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of public hearing and intention to issue said certificates of obligation for such purposes has been published in the *Hill Country News*, a newspaper found and determined to be of general circulation in the City of Leander, Texas, on March 10, 2022 and on March 17, 2022, the date of the first publication of such notice being before the forty-fifth (45th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on May 5, 2022, the City Council of the City of Leander, Texas, convened at 6:00 p.m. and after a public hearing, considered passage of an ordinance authorizing the issuance of said certificates of obligation (the "Ordinance"); and

WHEREAS, the certificates of obligation in the principal amount of $_________ should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

WHEREAS, no bond proposition to authorize the issuance of certificates for the same purpose as the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, this City Council hereby finds and determines that the above specified certificates of obligation described in said notice should be issued and sold at this time in the amount and manner hereinafter provided;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Authorized Officials" means the Mayor, City Secretary, City Manager and/or Finance Director of the City.

"Certificate" or "Certificates" means the Certificates authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022A," in the aggregate principal amount of $_________, and which shall be secured by the full faith and credit of the City and as more specifically described in Article II of this Ordinance.

"City" means the City of Leander, Texas.

"City Council" means the City Council of the City.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Date of Delivery" means the date of the initial delivery of and payment for the Certificates.

"Defeasance Securities" mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (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 governing body of the City adopts or approves the proceedings authorizing the purchase thereof 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 governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable law of the State of Texas that may be used to defease obligations such as the Certificates.

"Designated Payment/Transfer Office" means the office of the Paying Agent/Registrar which is designated for the presentment of the Certificates.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Certificate" means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.04 of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2023.

"Mayor" means the Mayor of the City.

"Owner" or "Registered Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially BOKF, NA, Dallas, Texas, or any successor thereto as provided in this Ordinance.

"Purchase Agreement" means the Purchase Agreement pertaining to the Certificates, by and between the City and the Underwriters, approved in Section 7.01 of this Ordinance.

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Surplus Revenues" means those revenues of the City's Waterworks and Sewer System available after deduction of the reasonable expenses of operation and maintenance of said Waterworks and Sewer System as defined in Section 1502.056(a) of the Texas Government Code, and payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said Waterworks and Sewer System.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

"Underwriters" means Raymond James & Associates, Inc. and FHN Financial Capital Markets.

"Waterworks and Sewer System" means the City's combined water and sewer utility system.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates.

Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each $100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually and transferred by the Authorized Officials to the Interest and Sinking Fund for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) The City's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City.

(c) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. <u>Revenue Pledge</u>.

(a) The Certificates are additionally secured by and shall be payable from a limited pledge, not to exceed $1,000, of the Surplus Revenues of the City's Waterworks and Sewer System, such pledge authorized pursuant to Chapter 1502, Texas Government Code, as amended. Notwithstanding the requirements of Section 2.01, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

(b) The Surplus Revenues, when and as received by the City, are hereby pledged to the payment of the Certificates and shall be deposited into the Interest and Sinking Fund.

Section 2.03. Effect of Pledge.

Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Certificates and the pledge of the combination of taxes and revenues thereof granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the combination of taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance 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 Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.04. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022A Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.05. Construction Fund.

(a) A special fund or account, to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022A Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates (other than proceeds representing accrued interest on the Certificates and any premium on the Certificates that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for (1) the construction of City-wide road, street and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to Hero Way East, and (2) the payment of professional services and costs of issuance related thereto (the “Project”).

(b) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the Project shall be deposited in the Interest and Sinking Fund.

Section 2.06. Security of Funds.

All moneys on deposit in the Interest and Sinking Fund and the Construction Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated “City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022A” (the “Certificates”), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of $___________ for the purpose of paying contractual obligations to be incurred for (1) the construction of City-wide road, street and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to Hero Way East, and (2) the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated May 1, 2022 and shall bear interest on the unpaid principal amount thereof from the Date of Delivery (anticipated to be May 26, 2022) (which date shall be noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts and bear interest at the per annum rates set forth in the following schedule:

Year of Maturity	Principal Installments	Interest Rate	Year of Maturity	Principal Installments	Interest Rate
2023	$,000	%	2033	$,000	%
2024	,000	%	2034	,000	%
2025	,000	%	2035	,000	%
2026	,000	%	2036	,000	%
2027	,000	%	2037	,000	%
2028	,000	%	2038	,000	%
2029	,000	%	2039	,000	%
2030	,000	%	2040	,000	%
2031	,000	%	2041	,000	%
2032	,000	%	2042	,000	%

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the later of the Date of Delivery or from the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 15 and August 15 of each year, commencing on February 15, 2023, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 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 Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Date of Delivery shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Date of Delivery, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Underwriters, or their Representative, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their Representative. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Underwriters or their Representative.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of $5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the

Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of $5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

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

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive

Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. <u>Book-Entry-Only System</u>.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City 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 in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City 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 Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such

Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. 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 Ordinance with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register 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 Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are 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 Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law, which may or may not be additionally secured by the Surplus Revenues of the City's Waterworks and Sewer System. The City further reserves the right to issue any additional obligations secured by the net revenues on the City's Waterworks and Sewer System, which are senior to the lien and pledge of the Surplus Revenues securing payment of the Certificates.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

The City reserves the option to redeem Certificates maturing on and after August 15, 20__, in whole or in part, before their respective scheduled maturity dates, on August 15, 20__, or on any date thereafter (such redemption dates to be fixed by the City), at a price equal to the principal amount of the Certificates to be called for redemption plus accrued interest to the date fixed for redemption.

At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each stated maturity to be redeemed, and the date of redemption therefor.

Section 4.03. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City reserves the right to give notice of its election or direction to optionally redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the City.

Section 4.07. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, Dallas, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, 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.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED REGISTERED

No. R-_____ $_________

United States of America
State of Texas
CITY OF LEANDER, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2022A

Dated Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
May 1, 2022	_______%	August 15, 20__	__________

Date of Delivery: May 26, 2022

Registered Owner:

Principal Amount: DOLLARS

THE CITY OF LEANDER, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Date of Delivery shown above 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 February 15 and August 15 in each year, commencing February 15, 2023. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of $_______ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for (1) the construction of City-wide road, street and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to

Hero Way East, and (2) the payment of professional services and costs of issuance related thereto.

THE CERTIFICATES maturing on and after August 15, 20__ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on August 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

IF THIS CERTIFICATE (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 Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

IN THE EVENT OF A PARTIAL REDEMPTION of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

THE CERTIFICATES are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City, and from a limited pledge, not to exceed $1,000, of Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenue pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and from a limited pledge of Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

____

Mayor
City of Leander, Texas

____

City Secretary
City of Leander, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____________
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office an Opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, ________________.

[SEAL]

____

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, NA
Dallas, Texas
as Paying Agent/Registrar

Dated: ________________ By: ________________________________
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto/ ____/
(Please print or typewrite name and address, including zip code, of Transferee)
___________________________________ the within Certificate and all rights
(Please insert Social Security or Taxpayer Identification Number)
thereunder, and hereby irrevocably constitutes and appoints ______________, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240-17Ad-15).

____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Initial Certificate.

Heading and paragraph one shall be amended to read as follows:

REGISTERED
No. T-1 $___________

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LEANDER, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2022A

Dated Date: May 1, 2022

Date of Delivery: May 26, 2022

Registered Owner: ______________________

Principal Amount: _________________________________ DOLLARS

THE CITY OF LEANDER, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

YEAR OF MATURITY	PRINCIPAL INSTALLMENTS	INTEREST RATE

(Information to be inserted from
schedule in Section 3.02(b) hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above 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 February 15 and August 15 in each year, commencing February 15, 2023. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(f) Form of Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on each Certificate.

Section 6.03. CUSIP Registration.

The City may secure identification numbers ("CUSIP Numbers") and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Certificates.

Section 6.04. <u>Legal Opinion</u>.

The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, or may be attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

Section 7.01. <u>Approval of Documents</u>.

The form and content of the Purchase Agreement relating to the Certificates is hereby approved.

Section 7.02. <u>Sale of the Certificates</u>.

(a) The Certificates are hereby sold and shall be delivered to the Underwriters at a price of $__________ (representing the par amount of the Certificates of $_________, plus an original reoffering premium of $__________, and less an Underwriters' discount of $________), pursuant to the terms and provisions of the Purchase Agreement of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Purchase Agreement on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of ________________________.

(b) Proceeds from the sale of the Certificates shall be applied as follows:

(1) $_______________ to the Construction Fund consisting of $______________ from the par amount of the Certificates and $___________ from premium; and

(2) $______________ from premium to pay the costs of issuance, consisting of:

$__________ of general costs of issuance; and
$__________ of Underwriters' Discount.

Section 7.03. <u>Approval of Official Statement.</u>

The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The Mayor and the City Secretary are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof and of any closing certificates to the Underwriters. The use and distribution of the Preliminary Official Statement by the Underwriters is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Underwriters are hereby authorized to use and distribute the Official Statement in the reoffering, sale, and delivery of the Certificates to the public. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 7.04. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available by the Authorized Officials to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed 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 Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed 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 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 Certificates (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 Code;

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

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

(6) to refrain from using any portion of the proceeds of the Certificates, 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 Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with–

(i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

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

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

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates 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 Code;

(9) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and

(10) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

In order to facilitate compliance with the above covenants (8) and (9), a "Rebate Fund" is hereby authorized to be established by the City 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 Certificateholders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the 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 Code as applicable to the Certificates, the City 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 Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City 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 Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Reserved.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to wit:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable;

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or

(iii) the City declares bankruptcy.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, 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 Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) 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 Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

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

ARTICLE XI

DISCHARGE

Section 11.01. Discharge and Defeasance. If the City shall pay or cause to be paid, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this

Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Defeasance Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar or any trust company or commercial bank that does not act as a depository for the City, which Defeasance Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions.

As used in this Article XII, the following terms have the meanings ascribed to such terms below:

> "EMMA" means the Electronic Municipal Market Access System established by the MSRB.
>
> "MSRB" means the Municipal Securities Rulemaking Board.
>
> "Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.
>
> "SEC" means the United States Securities and Exchange Commission.

Section 12.02. Annual Reports.

The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA. The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 7.03 of this Ordinance under Tables 1 through 6 and 8 through 14 of the Official Statement (the "Annual Financial Information"). The City shall additionally provide financial statements of the City (the "Financial Statements") that will be (1) prepared in accordance with the accounting principles described in Appendix B thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in Appendix B thereto and (2) 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. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2022. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but 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 Financial Statements becomes available.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

Section 12.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

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 Certificates or other material events affecting the tax-exempt status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event;

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, 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 obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, 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 obligated person, any of which reflect financial difficulties.

For the purposes of the preceding clauses (15) and (16) of this Section 12.03 of this Ordinance, the term, “financial obligation” means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of a debt obligation or any such derivative instrument. The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with Rule 15c2-12 of the Securities Exchange Act of 1934.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 by the time required by this Section.

Section 12.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 12.03 of any bond calls and defeasance that cause the City to no longer be such an "obligated person."

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, 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 Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, 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 Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article 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 Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates 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 Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 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.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Further Procedures.

The Mayor and City Secretary, and all other officers, employees, and agents of the City, 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 seal and on behalf of the City 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 Ordinance, the Certificates, the sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager, Finance Director and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by Registered Owners for consent to such amendment.

Section 13.03. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 13.04. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13.05. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 5th day of May, 2022.

____

Mayor
City of Leander, Texas

ATTEST:

____

City Secretary
City of Leander, Texas

[CITY SEAL]

01392608;1

MOODY'S
INVESTORS SERVICE

CREDIT OPINION
27 April 2022

Send Your Feedback

Contacts

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Leander (City of) TX

Update following upgrade to Aa1

Summary

The credit profile of the City of Leander (Aa1) benefits from a multi-year trend of significant tax base growth coupled with positive financial performance and maintenance of strong operating reserves as well as above average resident income indices. The profile also includes a manageable pension burden with contributions that annually exceed the Moody's "tread water" indicator. These characteristics are weighed against the city's above average debt burden, which is supported partially by enterprise operations.

On April 27, 2022, we upgraded the city's issuer and general obligation limited tax (GOLT) ratings to Aa1 from Aa2.

Credit strengths

» Rapid tax base growth

» Strong financial position

Credit challenges

» Above median debt burden with plans for additional issuances

» Elevated fixed costs almost entirely attributable to annual debt service costs

Rating outlook

Moody's does not generally assign outlooks to local government credits with this amount of debt outstanding.

Factors that could lead to an upgrade

» Further expansion and diversification of tax base

» Material reduction of the debt burden

Factors that could lead to a downgrade

» Contraction of the tax base

» Trend of operating deficits that lead to a material decrease in reserve levels

» Increase in the debt burden without continued growth in the tax base

Key indicators

Exhibit 1
Leander (City of) TX

	2017	2018	2019	2020	2021
Economy/Tax Base					
Total Full Value ($000)	$3,441,298	$4,402,926	$5,401,792	$6,237,383	$6,921,625
Population	40,338	46,419	53,716	60,613	60,613
Full Value Per Capita	$85,312	$94,852	$100,562	$102,905	$114,194
Median Family Income (% of US Median)	135.8%	136.6%	143.6%	142.9%	142.9%
Finances					
Operating Revenue ($000)	$42,516	$46,298	$52,398	$58,629	$69,463
Fund Balance ($000)	$16,194	$15,797	$17,619	$22,625	$31,707
Cash Balance ($000)	$18,965	$18,456	$21,137	$26,710	$36,998
Fund Balance as a % of Revenues	38.1%	34.1%	33.6%	38.6%	45.6%
Cash Balance as a % of Revenues	44.6%	39.9%	40.3%	45.6%	53.3%
Debt/Pensions					
Net Direct Debt ($000)	$91,291	$84,910	$124,718	$115,055	$108,552
3-Year Average of Moody's ANPL ($000)	$20,631	$22,487	$24,343	$29,053	$38,179
Net Direct Debt / Full Value (%)	2.7%	1.9%	2.3%	1.8%	1.6%
Net Direct Debt / Operating Revenues (x)	2.1x	1.8x	2.4x	2.0x	1.6x
Moody's - ANPL (3-yr average) to Full Value (%)	0.6%	0.5%	0.5%	0.5%	0.6%
Moody's - ANPL (3-yr average) to Revenues (x)	0.5x	0.5x	0.5x	0.5x	0.5x

Sources: US Census Bureau, Leander (City of) TX's financial statements and Moody's Investors Service

Profile

Located in Williamson County and Travis County (Aaa stable), the City of Leander is favorably located in the Austin metropolitan area, roughly 25 miles northwest of the City of Austin (Aa1 stable) with convenient rail access to downtown. The population, estimated at 60,613 in 2020, has grown roughly 130% since the 2010 census.

Detailed credit considerations

Economy and tax base: rapidly growth tax base north of Austin, TX

Rapid residential development in Leander is expected to continue given the city's favorable location in the Austin metroplex. The city's tax base expanded 25.5% for fiscal 2022 to a sizable $8.7 billion, the city's eighth consecutive year of double-digit taxable value growth. Since 2016, the city's tax base has expanded over 200%. Single and multifamily residential development has been the largest growth driver for the city's economy, which accounted for roughly 80% of taxable values in fiscal 2022. The top ten taxpayers equated to only 4.3% the full value with a majority of the largest taxpayers being apartment complexes, developers, or commercial centers.

Estimates for 2023 full valuation from Williamson County, where 75% of the city is located, suggests another strong increase, with taxable values increasing 50% over their 2022 levels. While two thirds of the increase are due to re-appraisals, one third is due to new construction.

Resident income levels demonstrate the strength of the metroplex economy and access to employment opportunities, with the city's median family income equal to 142.9% of the US. Additionally, the city's February 2022 unemployment rate of 3.3% compares favorably to both the state (4.7%) and national (4.1%) rates during the same period.

Financial operations and reserves: strong reserve levels expected to be maintained

The city's financial position will continue to benefit from a trend of operating surpluses and healthy reserve levels, as reserves have essentially doubled since fiscal 2018. Conservative budgeting and growing revenue streams have allowed management to keep reserves well above the city's policy of maintaining reserve levels equal to at least 25% of operating expenditures.

In fiscal 2021 (ending September 30), operating funds (general and debt service funds) had a $9.1 million surplus, pushing available reserves to $31.7 million, representing a strong 45.6% of operating revenues. Of the available reserves, $29 million (52.1% of general fund revenues) was maintained in the general fund.

Operating revenues are diversified, with a majority of the fiscal 2021 operating revenues received from property taxes (52.8%), licenses and permits (18.2%), and sales taxes (14%). Due to strong sales tax performance and the use of carryover surplus money for capital spending, the city expects a $3 million surplus above revenue estimates in the general fund.

The city maintains significant flexibility under the maximum total property tax rate of $25 per $1,000 of assessed values; for fiscal 2022 the city levies a combined rate of $4.80 with $3.02 for operations and $1.78 for debt service. While Senate Bill 2 limits property tax revenue growth by 3.5% on existing property over the prior year, Leander will still experience strong revenue growth given the large amount of new property values being added to the tax rolls.

Liquidity

The city's cash position has grown in line with its sound financial performance. At the end of fiscal 2021, operating cash and investments equaled $37 million, representing a strong 53.3% of operating revenues.

Debt and pensions: above median debt with plans for future issuances

Leander's debt burden will remain above medians as future issuance is needed for infrastructure for the rapidly growing city, but will remain manageable with continued tax base growth. The city has approximately $200.6 million in general obligation limited tax debt outstanding which is an above average 2.3% of fiscal 2022 full valuation. Of the debt outstanding, the city plans to pay $75.8 million from the city's water and sewer funds, which leaves a net direct debt burden of 1.8% of full value.

After the current issuance, the city will have a total of $28 million in authorized but unissued bonds outstanding, with $12 million in park bonds and $16 million authorized for a recreation center. The city anticipates issuing the park bonds in late 2023, while the timing for the recreation center bonds remains unclear.

Debt structure

All of the city's debt is fixed rate and matures over the long-term (final maturity in fiscal 2042). Principal amortization is slightly below average with 59.1% of principal repaid within ten years.

Debt-related derivatives

The city is not party to any interest rate swaps or other derivative agreements.

Pensions and OPEB

Leander has a manageable employee pension burden based on participation in the Texas Municipal Retirement System, an agent multiemployer retirement plan administered by the State of Texas (Aaa stable). Moody's three-year average adjusted net pension liability (ANPL) for the city, under our methodology for adjusting reported pension data, was $52.5 million or a manageable 0.8 times fiscal 2021 operating revenues. Positively, the city's pension contributions have modestly exceeded “tread water” each of the past five years. Moody's ANPL reflects certain adjustments we make to improve comparability of reported pension liabilities and are not intended to replace the city's reported contribution information.

The city's fixed costs including debt ($13.5 million), pension ($2.6 million), and minimal OPEB contributions total $16.1 million in fiscal 2021, representing an elevated but manageable 23.2% of operating revenues.

ESG considerations

Environmental

The city's overall E issuer profile score is moderately negative (E-3). While the city has relatively low exposure to environmental risks related to carbon transition, water management, waste and pollution and natural capital, the score reflects moderately negative exposure to physical climate risks when compared to other local governments. Of the physical climate risks Moody's evaluates, Leander's most significant exposures are to the physical climate risks related to water stress and wildfires.

Social

The city's overall S issuer profile score is positive (S-1) reflecting positive exposure to demographics and labour and income, supported by a young populace and high net migration. Education, health and safety, housing and access to basic services are neutral to low in the area.

Governance

The city's overall G issuer profile score is neutral to low (G-2) and reflects a solid institutional framework, positive policy credibility and effectiveness demonstrated by strong budget management evidenced in budget outcomes that typically outpace expectations. Transparency and disclosure is on par with peers supported by a history of timely audit releases and budget adoption.

Rating methodology and scorecard factors

The US Local Government General Obligation Debt methodology includes a scorecard, a tool providing a composite score of a local government's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare local government credits.

Exhibit 2

Leander (City of) TX

Scorecard Factors and Subfactors	Measure	Score
Economy/Tax Base (30%) [1]		
Tax Base Size: Full Value (in 000s)	$8,688,371	Aa
Full Value Per Capita	$143,342	Aa
Median Family Income (% of US Median)	142.9%	Aa
Finances (30%)		
Fund Balance as a % of Revenues	45.6%	Aaa
5-Year Dollar Change in Fund Balance as % of Revenues	27.6%	Aaa
Cash Balance as a % of Revenues	53.3%	Aaa
5-Year Dollar Change in Cash Balance as % of Revenues	32.2%	Aaa
Management (20%)		
Institutional Framework	Aa	Aa
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	1.1x	Aaa
Debt and Pensions (20%)		
Net Direct Debt / Full Value (%)	1.8%	A
Net Direct Debt / Operating Revenues (x)	2.2x	A
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	0.4%	Aaa
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	0.5x	Aa
	Scorecard-Indicated Outcome	Aa1
	Assigned Rating	Aa1

[1] Economy measures are based on data from the most recent year available.
[2] Notching Factors are specifically defined in the US Local Government General Obligation Debt methodology.
[3] Standardized adjustments are outlined in the GO Methodology Scorecard Inputs publication.
Source: US Census Bureau, Leander, TX's financial statements and Moody's Investors Service

REPORT NUMBER 1326995

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

S&P Global
Ratings

RatingsDirect®

Summary:
Leander, Texas; General Obligation

Primary Credit Analyst:
Joyce Jung, Centennial + 1 (212) 4380629; joyce.jung@spglobal.com

Secondary Contact:
Calix Sholander, New York + 1 (303) 721 4255; calix.sholander@spglobal.com

Table Of Contents

Summary:

Leander, Texas; General Obligation

Credit Profile		
US$27.92 mil combination tax and rev certs of oblig ser 2022B dtd 05/01/2022 due 08/15/2042		
Long Term Rating	AA/Stable	New
US$18.34 mil combination tax and rev certs of oblig ser 2022A dtd 05/01/2022 due 08/15/2042		
Long Term Rating	AA/Stable	New
Leander GO (FGIC) (National)		
Unenhanced Rating	AA(SPUR)/Stable	Affirmed

Rating Action

S&P Global Ratings assigned its 'AA' long-term rating to Leander, Texas' $18.34 million series 2022A combination tax certificates of obligations and $27.92 million series 2022B combination tax certificates of obligations. At the same time, S&P Global Ratings affirmed its 'AA' long-term rating and underlying rating (SPUR) on the city's previously issued debt. The outlook is stable.

The certificates are payable from the city's ad valorem taxes, which are levied on all taxable property. The certificates are additionally secured by a limited pledge of the surplus net revenues of the city's waterworks and sewer system. Given the limited nature of the additional pledged revenues, we base our ratings on these obligations on the city's limited-tax general obligation pledge. Despite state statutory tax rate limitations, we do not differentiate between the city's limited-tax debt rating and its general creditworthiness. That's because the ad valorem taxes are collected from a broad tax base and there are no restrictions on what the limited tax can be used for, which supports our view of the city's overall ability and willingness to pay debt service. State statutes limit the ad valorem tax rate for cities to $2.50 per $100 of taxable assessed valuation (AV) for all purposes. In addition, the Texas attorney general will permit the allocation of $1.50 of the $2.50 maximum tax rate for ad valorem tax debt service. For fiscal 2022, the city's levy is well below the maximum, at 47.97 cents per $100 of AV, 17.76cents of which is specifically dedicated to debt service.

Proceeds of the 2022A certificates will finance street improvement projects, and 2022B proceeds will fund water and sewer facility improvements.

Credit overview

Leander is a primarily residential suburb, about 20 miles northwest of Austin in Williamson and Travis counties. The city benefits from its favorable location within Austin's rapidly growing metropolitan statistical area (MSA), and has recently seen rapid population expansion. The city's tax base has experienced consistent growth due to rising property values and continuous residential development. Despite the pandemic, the city's finances remained resilient, with reserves exceeding 30% of operating expenditures in the past three fiscal years. Based on the balanced operating budget for fiscal 2022 and projected tax revenue growth, we anticipate the finances will remain very strong. While the population and economic growth strongly support the city's overall operations and financial needs, growth-related infrastructure and service needs may further increase its already elevated debt burden. Despite its exceptionally strong budgetary performance, we expect potential volatility in budgetary performance if there is a dramatic slowdown in economic development.

The ratings reflect our view of the city's:

- Expanding local economy, driven by population and residential development;
- Good management practices and policies, along with a strong institutional framework;
- Strong budgetary performance and very strong flexibility and liquidity; and
- Weak debt profile with additional debt plans.

Environmental, social, and governance

We analyzed the city's economic, financial, and debt and liability profile and determined that its environmental, social, and governance (ESG) risks are in line with the sector standard. While the city is exposed to inland flooding in the long term, it has not experienced material flooding issues and is mitigating its risks through maintenance projects and development standards. Furthermore, we view as a social opportunity the city's continued population growth--particularly in-migration of young, highly skilled professionals contributing to the area's social capital. We believe that this population growth will help generate additional revenue to cover increasing operational or capital costs required for the city's operations.

Stable Outlook

Upside scenario

We could raise the rating if sustained economic growth leads to stability in budgetary performance and if the city manages its growth-related needs and moderates its elevated debt burden.

Downside scenario

Although unlikely, we could lower the rating if Leander's growth pressure negatively affects budgetary performance, resulting in sustained operating deficits, decreasing its reserve below the city's formal policy.

Credit Opinion

Expanding local economy driven by population growth and residential development

Leander is a primarily residential suburb, about 20 miles northwest of Austin in Williamson and Travis counties. The city benefits from its favorable location within Austin's rapidly growing MSA, and has recently seen rapid population expansion. The city's tax base has experienced consistent growth due to rising property values and continuous residential development. The city serves 86,880 residents, and the county population growth projection rate over the next 10 years is strong at 38%, which is higher than the state and national averages. Reflective of its population growth, the city's tax base exhibited strong market value growth of 26% in the most recent assessment. The tax base consists primarily of residential properties (81%), followed by commercial/industrial properties (7%).

Officials anticipate $4 billion tax base growth for next year's taxable values due to strong residential development. Furthermore, several commercial developments are in the pipeline, including construction of a private hospital, an office facility for a global headquarters, a 86-acre business park and distribution center, and a 115-acre mixed-use development. Officials anticipate growth will continue for the foreseeable future, as they anticipate the city's population will reach over 200,000 at full buildout.

Good management with standard financial policies and practices under our Financial Management Assessment methodology

When drafting the budget, management analyzes historical trends for revenue and expenditure assumptions. Management reports budget-to-actuals to the city council on a monthly basis and has the flexibility to make amendments throughout the fiscal year. The city has a five-year rolling capital improvement plan that identifies detailed projects and their respective funding sources. Management also has an internal investment policy that mirrors state guidelines, and investment performance and holdings are reported to city council on a quarterly basis. Although forecasts are not formally adopted, management internally evaluates five-year revenue and expenditure forecasts to serve as a tool for future financial planning. Leander has a formal fund balance policy of maintaining a minimum available general fund balance of three months (25%) of general fund expenditures. The city does not currently maintain a formal debt management policy. Additionally, the city has cyber security measures, training, and cyber insurance to protect its systems.

Stable budgetary performance with very strong reserves and liquidity

Our view of the city's budgetary performance in fiscal years 2019-2021 excludes one-time capital projects and adjustments for recurring transfers in the general and total governmental fund. The city has demonstrated stable budgetary performance, and based on the fiscal 2021 audit, and a balanced budget for fiscal 2022, we anticipate the budgetary performance will remain at least strong.

For fiscal 2021, the city's primary operating revenue sources are property taxes (40%), followed by licenses, permits, and fees revenues (23%) and sales tax revenues (18%). Operating revenues were resilient during the COVID-19 pandemic. Licenses, permits, and fees revenues reached their record high, increasing by 57% from fiscal 2020, reflecting strong residential development. Property and sales tax continues to increase because of the competitive housing market and population growth. Expenditure growth is primarily due to increased personnel costs as additional employees were hired to support city services.

For fiscal 2022, the city adopted a balanced budget. The $53.4 million operating budget reflects conservative growth in property tax, sales tax, and permit and license revenues, and growth in overall expenditures. Operating expenditures increased by roughly 18% from fiscal 2021, primarily due to personnel costs, an additional one-time equipment purchase, and an additional transfer out to the capital project fund. Based on six-month year-to-date figures, official anticipate finishing the year with at least break-even results in the operating fund.

Based on the operating surplus in fiscal 2021, the city's available reserves increased to $28.2 million, or 60% of operating expenditures, which exceeds the city's formal reserve policy of maintaining 90 days of operating expenditures (25% of operating expenditures). At this time, the city has no plans to use the reserves.

Further boosting the city's finances is the federal stimulus funding. The city anticipates roughly $5.6 million from

American Rescue Plan Act funding, with roughly $3 million remaining, which will be used over the next few years for smart water meter upgrades.

Additionally, the city's liquidity consists of $56.1 million of unrestricted cash in fiscal 2021. While the city has several privately placed debt issuances outstanding (accounting for roughly 0.4% of total direct debt, or $1.3 million), the legal provisions do not contain permissive provisions that could weaken the city's liquidity in the near term, and we expect liquidity will remain very strong. Officials indicate that the banks provided favorable rate for the short term of these privately placed loans.

Weak debt and contingent liability profile

Our view of the city's debt excludes fully self-supporting debt from the water and sewer fund for the last three fiscal years. Including series 2022A and B series, the city's total direct debt equates to roughly $354.1 million, of which we consider $131.8 million to be self-supporting. At this time, the city plans to issue an additional $12 million for park improvement projects in 2023. Additionally, the city plans to issue additional self-supporting debt for the water and sewer improvement projects in the next three to five years. Based on projected tax base growth, officials anticipate the interest and sinking tax rate will remain flat to support the 2022A and future issuances. Furthermore, series 2022B is expected to be self-supporting by the revenues generated by the water sewer system.

Manageable pension and other postemployment benefits liabilities, with low pressure on its budget

We do not anticipate any direct credit pressure from the city's involvement with its pension and other postemployment benefits (OPEB) obligations.

The city participates in the Texas Municipal Retirement System (TMRS), which has a funded ratio of roughly 87% and net pension liability of $6.9 million. The city contributes to a nontraditional, joint contributory, hybrid defined-benefit pension plan administered by the TMRS. The agent multiple-employer retirement plan's contributions are actuarially determined under state law governing the TMRS and the city has met its obligations annually.

The city also provides OPEB known as the Supplemental Death Benefit Fund, which has an OPEB liability of roughly $606,523, using the discount rate of 2%. The city may terminate coverage by adopting an ordinance before Nov. 1 of any year to be effective the following Jan. 1. Additionally, the city administers a single employer defined benefit health care plan for retirees. Based on the 2.25% discount rate, its OPEB liability is roughly $617,501.

Strong institutional framework

The institutional framework score for Texas municipalities is strong.

Leander, Texas--Key Credit Metrics

	Most recent	Historical information		
		2021	2020	2019
Very strong economy				
Projected per capita EBI % of U.S.	127			
Market value per capita ($)	201,483			
Population			43,122	41,731
County unemployment rate(%)			5.9	
Market value ($000)	8,688,371	6,921,625	6,237,383	

Leander, Texas--Key Credit Metrics (cont.)				
	Most recent	**Historical information**		
		2021	**2020**	**2019**
Ten largest taxpayers % of taxable value	4.3			
Strong budgetary performance				
Operating fund result % of expenditures		17.6	9.7	4.5
Total governmental fund result % of expenditures		15.5	15.3	9.5
Very strong budgetary flexibility				
Available reserves % of operating expenditures		59.5	49.0	39.3
Total available reserves ($000)		28,186	20,507	15,770
Very strong liquidity				
Total government cash % of governmental fund expenditures		83	36	92
Total government cash % of governmental fund debt service		362	149	386
Strong management				
Financial Management Assessment	Good			
Very weak debt & long-term liabilities				
Debt service % of governmental fund expenditures		23.0	24.1	23.7
Net direct debt % of governmental fund revenue	290			
Overall net debt % of market value	7.7			
Direct debt 10-year amortization (%)	51			
Required pension contribution % of governmental fund expenditures		4.4		
OPEB actual contribution % of governmental fund expenditures		0.0		
Strong institutional framework				

EBI--Effective buying income. OPEB--Other postemployment benefits. Data points and ratios may reflect analytical adjustments.

Related Research

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022
- 2021 Update Of Institutional Framework For U.S. Local Governments

Ratings Detail (As Of April 26, 2022)		
Leander combination tax and rev certs of oblig ser 2018A dtd 10/01/2018 due 08/15/2038		
Long Term Rating	AA/Stable	Affirmed
Leander combination tax and rev certs of oblig ser 2018B dtd 10/01/2018 due 08/15/2038		
Long Term Rating	AA/Stable	Affirmed
Leander comb tax and rev certs of oblig ser 2021 dtd 01/01/2021 due 08/15/2040		
Long Term Rating	AA/Stable	Affirmed
Leander Comb Tax & Rev Certs of Obligation ser 2015 dtd 01/15/2015 due 08/15/2035		
Long Term Rating	AA/Stable	Affirmed

Ratings Detail (As Of April 26, 2022) (cont.)		
Leander GO and rfdg bnds		
Long Term Rating	AA/Stable	Affirmed
Leander GO and rfdg bnds		
Long Term Rating	AA/Stable	Affirmed
Leander GO bnds ser 2018 dtd 10/01/2018 due 08/15/2038		
Long Term Rating	AA/Stable	Affirmed
Many issues are enhanced by bond insurance.		

Municipal Bond Ratings

What is a Bond Rating

A bond rating performs the isolated function of credit risk evaluation. A bond rating does not constitute a recommendation to invest in a bond and does not take into consideration the risk preference of the investor. While many factors go into the investment decision making process, the bond rating is often the single most important factor affecting the interest cost on bonds.

There are three major rating agencies for municipal bonds: Moody's Investors Service, S&P Global (formerly Standard & Poor's) and Fitch Ratings. Of the three rating agencies, S&P Global and Moody's rate over 80% of all municipal and corporate bonds.

Rating Criteria

In assigning a rating for general obligation bonds the rating agencies assess the following factors:

- Economy
- Debt Structure
- Financial Condition
- Demographic Factors
- Management practices of the governing body and administration

The above criteria are also used to analyze revenue bonds and lease obligations although additional credit criteria is considered (e.g. users and user charges for utilities) and the covenants and protections offered by the bond documents are highly important.

Rating agencies use mathematical ratios to compare an issuer to others; however, a rating is not a scientific evaluation and subjective evaluation appears to also play a role in the final rating assigned.

Rating Grades

Moody's "investment grade" ratings (ratings in the Baa category or higher in contrast to lower rated issues that are considered speculative) are described below.

> “Aaa” - Issuers or issues rated Aaa demonstrate the strongest creditworthiness relative to other U.S. municipal or tax-exempt issuers or issues.
>
> “Aa” - Issuers or issues rated Aa demonstrate very strong creditworthiness relative to other U.S. municipal or tax-exempt issuers or issues.
>
> “A” - Issuers or issues rated A present above-average creditworthiness relative to other U.S. municipal or tax-exempt issuers or issues.
>
> “Baa” - Issuers or issues rated Baa represent average creditworthiness relative to other U.S. municipal or tax-exempt issuers or issues.

Bonds in the Aa, A, and Baa are also assigned "1", "2" or "3" based on the strength of the issue within each category. Accordingly, "A1" would be the strongest group of A securities and "A3" would be the weakest A securities.

S&P's ratings are similar except that all letters are capital letter and ratings within a rating category are assigned a "+" for the strongest credits within a group or "-" for the weakest credits within a group.

The following table shows the comparable investment grade ratings of the three major rating agencies:

	Moody's	S&P Global	Fitch
Best Quality	Aaa	AAA	AAA
High Quality	Aa1 Aa2 Aa3	AA+ AA AA-	AA+ AA AA-
Upper Medium Grade	A1 A2 A3	A+ A A-	A+ A A-
Medium Grade	Baa1 Baa2 Baa3	BBB+ BBB BBB-	BBB+ BBB BBB-

Rating Links

The following are external links to websites for the major bond rating agencies and links to sites relating to bond ratings:

Fitch Ratings

Moody's Investors Service

S&P Global

Details regarding NRSROs is available at the SEC's webpage on Credit Rating Agencies.

Article - "CREDIT RATINGS - How to play the rating game"

Role of WM Financial Strategies

For your bond issue, WM Financial Strategies will explore the feasibility of obtaining a bond rating, a municipal bond insurance policy or selling the securities unrated (see Bond Insurance). If it is determined that a rating is desirable, WM Financial Strategies will implement an action plan designed to secure the highest rating possible for your bond issue. A rating strategy is prepared to specifically address your credit condition and the rating process for your issue. During periods in which no bond issues are being considered, WM Financial Strategies is available to explore methods for retaining or enhancing your credit standing. In addition rating agencies are required to undergo routine reviews of the ratings they have assigned. If a municipal entity is placed under a formal review process, WM Financial Strategies can assist you in preparing responses to rating questions or conducting a rating review call.

About WMFS | Background | Experience | Resume | Services | Resources | News | Site Map | Home

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AGENDA ITEM # 19

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022B, in an aggregate principal amount not to exceed $34,500,000.00, for the purpose of paying contractual obligations of the City to be incurred for

1. The construction, acquisition and installation of additions, improvements and extensions to the City's waterworks and sewer system, including but not limited to the City's participation in the Brushy Creek Regional Wastewater System East Plant expansion and
2. The payment of professional services and costs of issuance related thereto.

- Discuss and consider action on an Ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022B; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said certificates, in an aggregate principal amount not to exceed $34,500,000.00, for the purpose of paying contractual obligations of the City to be incurred as described above.

BACKGROUND:

On March 3, 2022, City Council approved a resolution authorizing the publication of a notice of intent to issue Certificates of Obligation - Series A for transportation projects and Series B for utility projects. The notices included specific projects, but also stated that the lists were not exclusive.

The Series B Utility resolution included a not-to-exceed amount of $34,500,000. Staff recommended that these funds be used for four (4) projects - Brushy Creek Regional Wastewater Plant Expansion ($12.5M); Sandy Creek WTP Sludge Processing ($10.6M); Sandy Creek WTP Treatment Train ($5.85M); and Reclaimed Water (Effluent) System ($2.845M). The proposed debt will be paid from the Utility Fund. No rate increase is expected due to continued strong growth in our customer base.

City staff have been working with our Financial Advisor, Chris Allen, RBC Capital Markets, bond counsel, Gregory Miller, Bickerstaff Heath Delgado Acosta LLP, and underwriters Raymond James & Associates, and FHN Financial, to prepare the necessary documents and market the proposed certificates to the investment community.

The actual sale will occur on Thursday, May 5 and subject to City Council approval.

HISTORY/TIMELINE:

March 3, 2022 - Resolution authorizing publication of notice of intent to issue Certifcates of Obligation.

RECOMMENDATION:

Subject to satisfactory market conditions (bids) - recommend approval.

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Amount requested:	$34,500,000
Approved in current budget (Yes / No):	yes
Expenditure (New / Amended):	Amended
Recurring or one-time:	one-time
Fund source (Operating / Utility / etc.):	Utility Fund

Attachments

1. Ordinance

ORDINANCE NO. 22-__-__

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $_________ "CITY OF LEANDER, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022B"; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES

WHEREAS, the City Council of the City of Leander, Texas (the "City") originally determined that it should issue certificates of obligation in an amount not to exceed $________,000, for the purpose of paying contractual obligations of the City to be incurred for (i) the construction, acquisition and installation of additions, improvements and extensions to the City's Waterworks and Sewer System, including but not limited to the City's participation in the Brushy Creek Regional Wastewater System East Plant expansion; and (ii) the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of public hearing and intention to issue said certificates of obligation for such purposes has been published in the *Hill Country News*, a newspaper found and determined to be of general circulation in the City of Leander, Texas, on March 10, 2022 and on March 17, 2022, the date of the first publication of such notice being before the forty-fifth (45th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on May 5, 2022, the City Council of the City of Leander, Texas, convened at 6:00 p.m. and after a public hearing, considered passage of an ordinance authorizing the issuance of said certificates of obligation (the "Ordinance"); and

WHEREAS, the certificates of obligation in the principal amount of $______,000 should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

WHEREAS, no bond proposition to authorize the issuance of certificates for the same purpose as the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, this City Council hereby finds and determines that the above specified certificates of obligation described in said notice should be issued and sold at this time in the amount and manner hereinafter provided;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Authorized Officials" means the Mayor, City Secretary, City Manager and/or Finance Director of the City.

"Certificate" or "Certificates" means the Certificates authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022B," in the aggregate principal amount of $_________, and which shall be secured by the full faith and credit of the City and as more specifically described in Article II of this Ordinance.

"City" means the City of Leander, Texas.

"City Council" means the City Council of the City.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Date of Delivery" means the date of the initial delivery of and payment for the Certificates.

"Defeasance Securities" mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (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 governing body of the City adopts or approves the proceedings authorizing the purchase thereof 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 governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable law of the State of Texas that may be used to defease obligations such as the Certificates.

"Designated Payment/Transfer Office" means the office of the Paying Agent/Registrar which is designated for the presentment of the Certificates.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Certificate" means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.04 of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2023.

"Mayor" means the Mayor of the City.

"Owner" or "Registered Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially BOKF, NA, Dallas, Texas, or any successor thereto as provided in this Ordinance.

"Purchase Agreement" means the Purchase Agreement pertaining to the Certificates, by and between the City and the Underwriters, approved in Section 7.01 of this Ordinance.

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Surplus Revenues" means those revenues of the City's Waterworks and Sewer System available after deduction of the reasonable expenses of operation and maintenance of said Waterworks and Sewer System as defined in Section 1502.056(a) of the Texas Government Code, and payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said Waterworks and Sewer System.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

"Underwriters" means Raymond James & Associates, Inc. and FHN Financial Capital Markets.

"Waterworks and Sewer System" means the City's combined water and sewer utility system.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates.

Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each $100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually and transferred by the Authorized Officials to the Interest and Sinking Fund for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) The City's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City.

(c) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. <u>Revenue Pledge</u>.

(a) The Certificates are additionally secured by and shall be payable from a limited pledge, not to exceed $1,000, of the Surplus Revenues of the City's Waterworks and Sewer System, such pledge authorized pursuant to Chapter 1502, Texas Government Code, as amended. Notwithstanding the requirements of Section 2.01, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

(b) The Surplus Revenues, when and as received by the City, are hereby pledged to the payment of the Certificates and shall be deposited into the Interest and Sinking Fund.

Section 2.03. Effect of Pledge.

Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Certificates and the pledge of the combination of taxes and revenues thereof granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the combination of taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance 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 Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.04. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022B Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.05. Construction Fund.

(a) A special fund or account, to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022B Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates (other than proceeds representing accrued interest on the Certificates and any premium on the Certificates that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for the construction, acquisition and installation of additions, improvements and extensions to the City's Waterworks and Sewer System, including but not limited to the City's participation in the Brushy Creek Regional Wastewater System East Plant expansion, and for the payment of professional services and costs of issuance related thereto, (the "Project").

(b) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the Project shall be deposited in the Interest and Sinking Fund.

Section 2.06. Security of Funds.

All moneys on deposit in the Interest and Sinking Fund and the Construction Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022B" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of $___________,000 for the purpose of paying contractual obligations of the City to be incurred for (i) the construction, acquisition and installation of additions, improvements and extensions to the City's Waterworks and Sewer System, including but not limited to the City's participation in the Brushy Creek Regional Wastewater System East Plant expansion; and (ii) the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated May 1, 2022 and shall bear interest on the unpaid principal amount thereof from the Date of Delivery (anticipated to be May 26, 2022) (which date shall be noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts and bear interest at the per annum rates set forth in the following schedule:

Year of Maturity	Principal Installments	Interest Rate	Year of Maturity	Principal Installments	Interest Rate
2023	$,000	%	2033	$,000	%
2024	,000	%	2034	,000	%
2025	,000	%	2035	,000	%
2026	,000	%	2036	,000	%
2027	,000	%	2037	,000	%
2028	,000	%	2038	,000	%
2029	,000	%	2039	,000	%
2030	,000	%	2040	,000	%
2031	,000	%	2041	,000	%
2032	,000	%	2042	,000	%

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the later of the Date of Delivery or from the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 15 and August 15 of each year, commencing on February 15, 2023, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the “Record Date”); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the “Special Record Date”) will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be at least 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 Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Date of Delivery shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Date of Delivery, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Underwriters, or their Representative, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their Representative. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Underwriters or their Representative.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of $5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the

Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of $5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

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

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive

Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City 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 in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City 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 Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such

Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. 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 Ordinance with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register 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 Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are 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 Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law, which may or may not be additionally secured by the Surplus Revenues of the City's Waterworks and Sewer System. The City further reserves the right to issue any additional obligations secured by the net revenues on the City's Waterworks and Sewer System, which are senior to the lien and pledge of the Surplus Revenues securing payment of the Certificates.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

The City reserves the option to redeem Certificates maturing on and after August 15, 20__, in whole or in part, before their respective scheduled maturity dates, on August 15, 20__, or on any date thereafter (such redemption dates to be fixed by the City), at a price equal to the principal amount of the Certificates to be called for redemption plus accrued interest to the date fixed for redemption.

At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each stated maturity to be redeemed, and the date of redemption therefor.

Section 4.03. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City reserves the right to give notice of its election or direction to optionally redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the City.

Section 4.07. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, Dallas, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, 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.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED REGISTERED

No. R-_____ $_________

United States of America
State of Texas
CITY OF LEANDER, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2022B

Dated Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
May 1, 2022	_______%	August 15, 20__	__________

Date of Delivery: May 26, 2022

Registered Owner:

Principal Amount: DOLLARS

THE CITY OF LEANDER, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Date of Delivery shown above 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 February 15 and August 15 in each year, commencing February 15, 2023. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of $_______ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for the construction, acquisition and installation of additions, improvements and extensions to the City's Waterworks and Sewer System, including but not limited to the

City’s participation in the Brushy Creek Regional Wastewater System East Plant expansion, and for the payment of professional services and costs of issuance related thereto.

THE CERTIFICATES maturing on and after August 15, 20__ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on August 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

IF THIS CERTIFICATE (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 Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

IN THE EVENT OF A PARTIAL REDEMPTION of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

THE CERTIFICATES are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City, and from a limited pledge, not to exceed $1,000, of Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenue pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein.

Capitalized terms used herein have the meanings assigned in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and from a limited pledge of Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

____
Mayor
City of Leander, Texas

____
City Secretary
City of Leander, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. ______________
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office an Opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _________________.

[SEAL]

____
Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, NA
Dallas, Texas

as Paying Agent/Registrar

Dated: _________________ By: ___________________________________
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto/
____/
(Please print or typewrite name and address, including zip code, of Transferee)
____________________________________ the within Certificate and all rights
(Please insert Social Security or Taxpayer Identification Number)
thereunder, and hereby irrevocably constitutes and appoints ______________, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________

Signature Guaranteed:

____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240-17Ad-15).

____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Initial Certificate.

Heading and paragraph one shall be amended to read as follows:

REGISTERED
No. T-1 $____________

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LEANDER, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2022B

Dated Date: May 1, 2022

Date of Delivery: May 26, 2022

Registered Owner: ______________________

Principal Amount: ________________________________ DOLLARS

THE CITY OF LEANDER, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

YEAR OF MATURITY	PRINCIPAL INSTALLMENTS	INTEREST RATE

(Information to be inserted from schedule in Section 3.02(b) hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above 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 February 15 and August 15 in each year, commencing February 15, 2023. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(f) Form of Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on each Certificate.

Section 6.03. CUSIP Registration.

The City may secure identification numbers ("CUSIP Numbers") and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, or may be attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

Section 7.01. Approval of Documents.

The form and content of the Purchase Agreement relating to the Certificates is hereby approved.

Section 7.02. Sale of the Certificates.

(a) The Certificates are hereby sold and shall be delivered to the Underwriters at a price of $__________ (representing the par amount of the Certificates of $_________, plus an original reoffering premium of $__________, and less an Underwriters' discount of $________), pursuant to the terms and provisions of the Purchase Agreement of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Purchase Agreement on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of ______________________.

(b) Proceeds from the sale of the Certificates shall be applied as follows:

(1) $_______________ to the Construction Fund consisting of $______________ from the par amount of the Certificates and $___________ from premium; and

(2) $______________ from premium to pay the costs of issuance, consisting of:

$__________ of general costs of issuance; and
$__________ of Underwriters' Discount.

Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The Mayor and the City Secretary are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof and of any closing certificates to the Underwriters. The use and distribution of the Preliminary Official Statement by the Underwriters is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Underwriters are hereby authorized to use and distribute the Official Statement in the reoffering, sale, and delivery of the Certificates to the public. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 7.04. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available by the Authorized Officials to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed 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 Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed 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 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 Certificates (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 Code;

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

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

(6) to refrain from using any portion of the proceeds of the Certificates, 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 Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with–

(i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

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

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

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates 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 Code;

(9) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and

(10) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in

such place as the Secretary may prescribe.

In order to facilitate compliance with the above covenants (8) and (9), a "Rebate Fund" is hereby authorized to be established by the City 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 Certificateholders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the 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 Code as applicable to the Certificates, the City 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 Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City 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 Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Reserved.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to wit:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable;

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or

(iii) the City declares bankruptcy.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, 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 Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) 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 Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

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

ARTICLE XI

DISCHARGE

Section 11.01. Discharge and Defeasance. If the City shall pay or cause to be paid, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Defeasance Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar or any trust company or commercial bank that does not act as a depository for the City, which Defeasance Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions.

As used in this Article XII, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

Section 12.02. Annual Reports.

The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA. The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 7.03 of this Ordinance under Tables 1 through 6 and 8 through 14 of the Official Statement (the "Annual Financial Information"). The City shall additionally provide financial statements of the City (the "Financial Statements") that will be (1) prepared in accordance with the accounting principles described in Appendix B thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in Appendix B thereto and (2) 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. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2022. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but 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 Financial Statements becomes available.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

Section 12.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

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 Certificates or other material events affecting the tax-exempt status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event;

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, 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 obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, 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 obligated person, any of which reflect financial difficulties.

For the purposes of the preceding clauses (15) and (16) of this Section 12.03 of this Ordinance, the term, "financial obligation" means a: (A) debt obligation;

(B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of a debt obligation or any such derivative instrument. The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with Rule 15c2-12 of the Securities Exchange Act of 1934.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 by the time required by this Section.

Section 12.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 12.03 of any bond calls and defeasance that cause the City to no longer be such an "obligated person."

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, 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 Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, 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 Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article 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 Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates 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 Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 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.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Further Procedures.

The Mayor and City Secretary, and all other officers, employees, and agents of the City, 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 seal and on behalf of the City 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 Ordinance, the Certificates, the sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager, Finance Director and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by Registered Owners for consent to such amendment.

Section 13.03. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 13.04. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13.05. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 5th day of May, 2022.

____
Mayor
City of Leander, Texas

ATTEST:

____
City Secretary
City of Leander, Texas

[CITY SEAL]

01400831;1

AGENDA ITEM # 20

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-006 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured Home) to LC-2-C (Local Commercial) on one (1) parcel of land approximately 0.487 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035493; and addressed at 607 Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-006 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

04/14/2022 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

TDi Engineering, LLC (Awandit Giri) on behalf of Polar Lane Group, LLC (Ravi Kumar Pulimi).

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval of the request during the April 14, 2022 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Public Notice Map
5. Proposed Zoning Map
6. Aerial Map
7. Letter of Intent
8. Summary of Neighborhood Outreach
9. Ordinance
10. P&Z Minutes

PLANNING ANALYSIS

ZONING CASE 22-Z-006
607 CRYSTAL FALLS PARKWAY

GENERAL INFORMATION

Owner/Agent: TDi Engineering, LLC (Awandit Giri) on behalf of Polar Lane Group, LLC (Ravi Kumar Pulimi).

Current Zoning: SFU/MH-2-B (Single-family Urban/Manufactured Home)

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

Size and Location: One (1) parcel of land approximately 0.487 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035493; and addressed at 607 Crystal Falls Pkwy, Leander, Williamson County, Texas.

Staff Contact: Cory Dale,
Planner

APPLICANT REQUEST

This request is the first step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to develop a commercial office condo.

STAFF CONCLUSIONS

Y	N	
☒	☐	Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see pages 2 & 3*
☒	☐	Does the proposal comply with the goal statements of the Comprehensive Plan? *see pages* 3 & 4
☐	☒	Does the proposal warrant any other special considerations? *See below.*

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFU/MH-2-B	Residential (High Chaparral Subdivision)
EAST	GC-3-C	Commercial (Clarity Eye Center)
SOUTH	PUD-LC GC-3-C	Commercial (The Oaks on Crystal Falls – Office Condos) Commercial (Leander Dental)
WEST	GC-3-C	Vacant

SURROUNDING AREA:
Encompassing the subject property is the High Chaparral Subdivision which includes commercial lots along Crystal Falls Parkway and SFU/MH lots. To the south is the Oaks on Crystal Falls Office Condo PUD and additional commercial.

PHYSICAL AND NATURAL FEATURES:
This property contains no floodplain and many trees scattered over the site. Tree preservation and mitigation will be addressed at time of site development.

PROPERTY HISTORY:
This property is platted as part of the High Chaparral Subdivision (Lot 9, Block 3).

MAJOR CORRIDORS:
This property has access onto Crystal Falls Parkway.

TRANSPORTATION PLAN REQUIREMENTS:
This property includes potential ROW dedication along Crystal Falls Parkway along with an (8') sidewalk. At the time of site development plan submittal, the applicant will submit either a Traffic Impact Analysis (TIA) or a fee in lieu of TIA as determined by the City Engineer. Per Transportation Master Plan, the proposed project will also include the east-west trails segment for Crystal Falls Parkway Trail.

EXISTING UTILITIES:
This property has access to both water and sewer within the Crystal Falls Parkway ROW.

CURRENT LAND USES:
This property is currently undeveloped.

PROPOSED ZONING DISTRICT:

USE COMPONENT

LC – LOCAL COMMERCIAL:

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

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

SITE COMPONENT

TYPE 2:

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

Intent:

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

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is intended to be utilized with LO, LC, GC, HC, and HI use components when adjacent to residential districts and additional compatibility standards are warranted.
(5) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.
(6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT
TYPE C (non-residential only):
Features: 3 or more architectural features.

Intent:
(1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, HC and HI use components for intermediate quality development.
(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
(3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy;
- Prioritize commercial growth through the use of zoning;
- Provide new Commercial development opportunity;

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.

  DESIRED MIX: 40-60% Non-Residential, 0-40% Residential
  COMPATIBLE ZONING: SFT, TF, CH LO, LC, GC (*Priority Corridors Only), PUD

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plans submitted will be reviewed by City Staff.

SCHEDULE:

DEVELOPMENT MEETING
A development meeting was held with Staff on September 20, 2021. No changes have been made to the project since the development meeting was held.

NOTIFICATION

3/24/2022 - Public Notice on Hill Country News
3/30/2022 - Mail Notification to Property Owners within 200’
3/30/2022 - Public Hearing Signage Posted on Property
4/14/2022 - Planning and Zoning Commission Public Hearing
5/05/2022 - City Council Public Hearing & First Reading of the Ordinance
5/19/2022 - City Council Second & Final Reading of the Ordinance

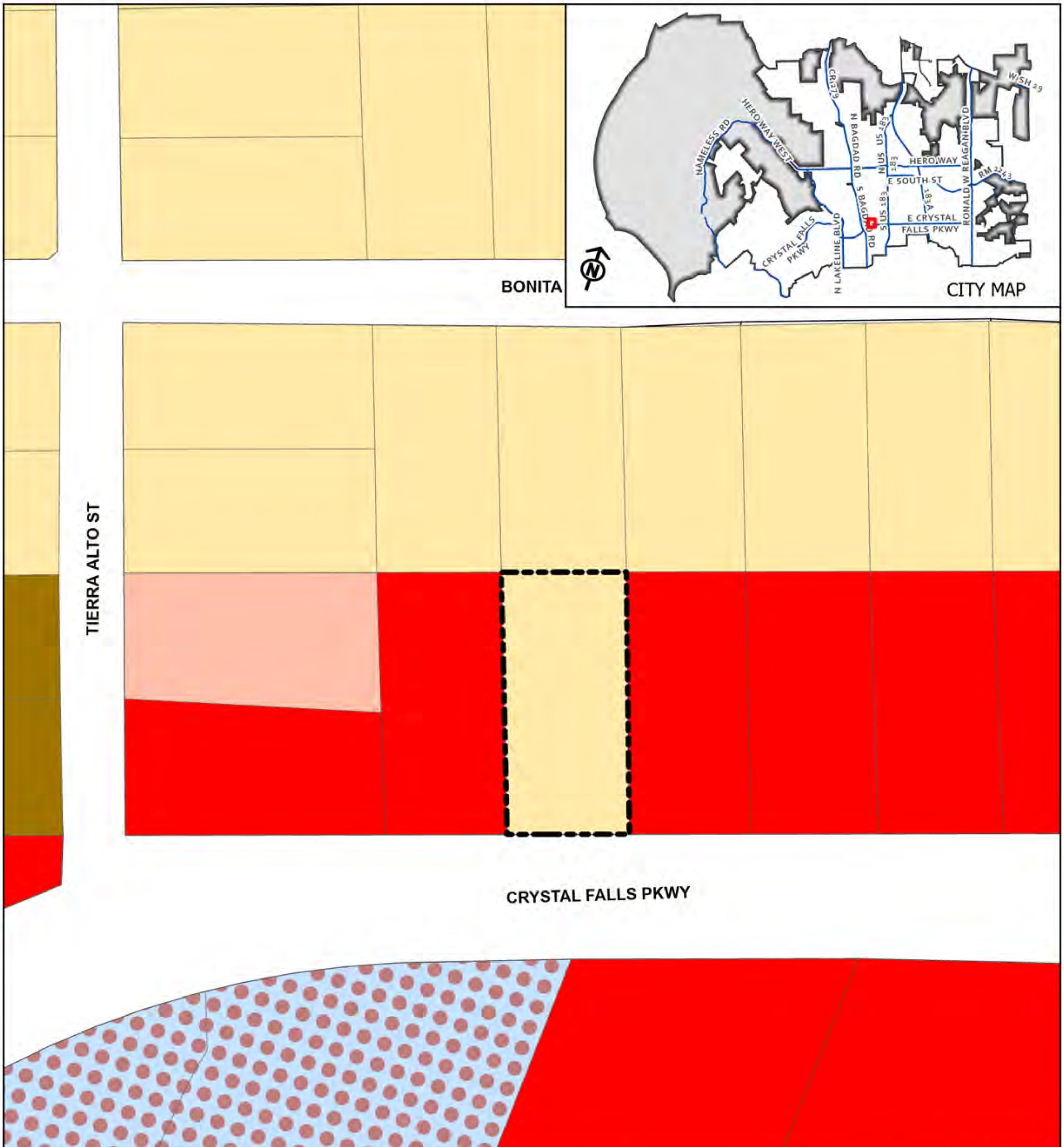
PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200’, the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500’ as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Per the applicant all owners have been notified via mail and no concerns have been raised.

Please see the full report from the applicant included in the packet as attachment 8.

APPROVAL CRITERIA:

This zoning request is consistent with the future land use map designation of Multi-Use Corridor and the proposed development would be compatible and comparable with the surrounding land uses along Crystal Falls Parkway.



CASE: 22-Z-006 | **ATTACHMENT #2** | **CRYSTAL FALLS PKWY**

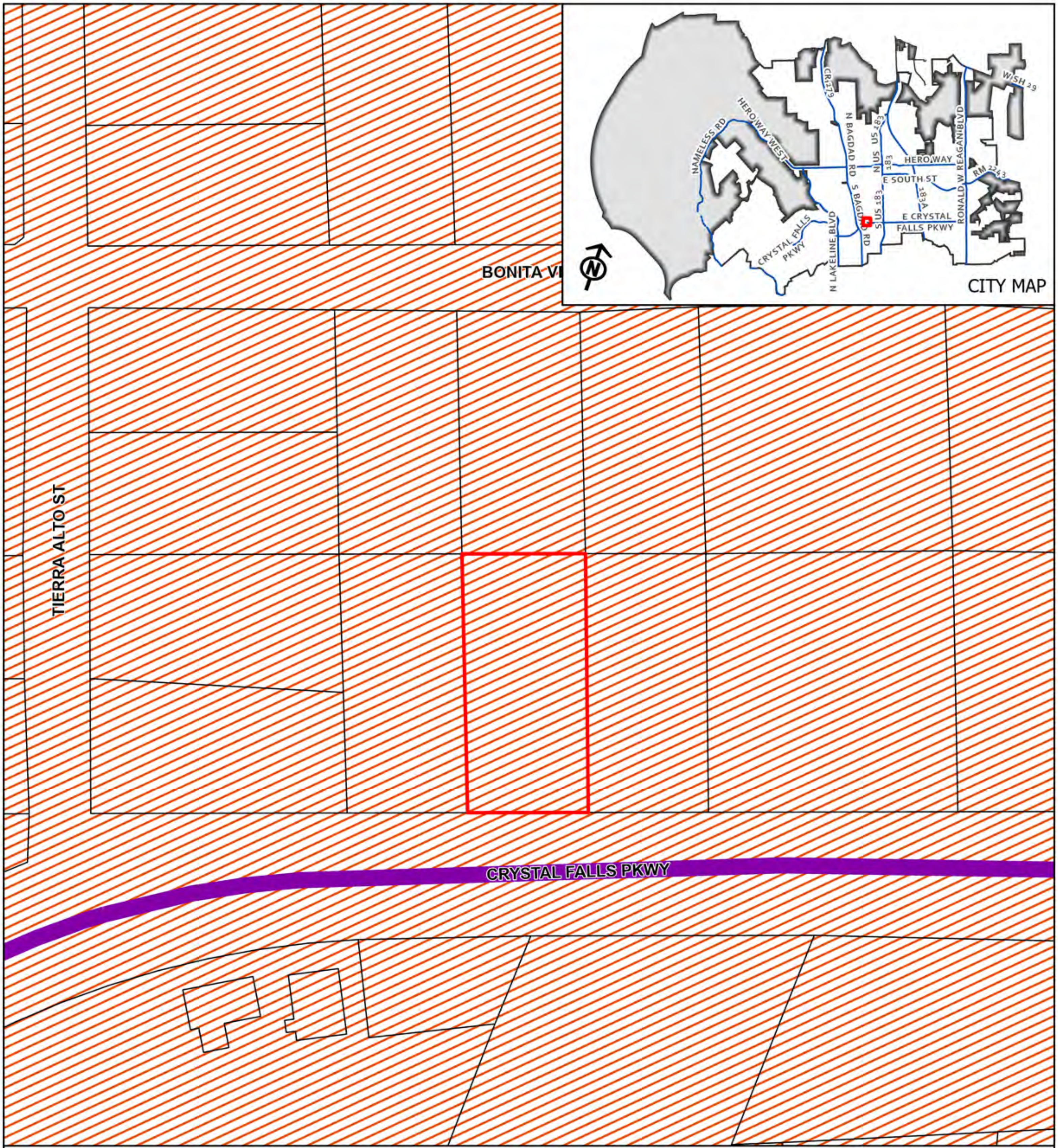
Current Zoning Map

- Leander City Limits
- Leander ETJ
- Subject Area
- SFU/MH - Single-Family Urban/Manufactured Home
- TF - Two Family
- LO - Local Office
- GC - General Commercial
- PUD - Local Commercial

N

0 37.5 75
Feet

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 herin provided.



CASE: 22-Z-006

ATTACHMENT #3

CRYSTAL FALLS PKWY

Future Land Use Map

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N

0 50 100

Feet

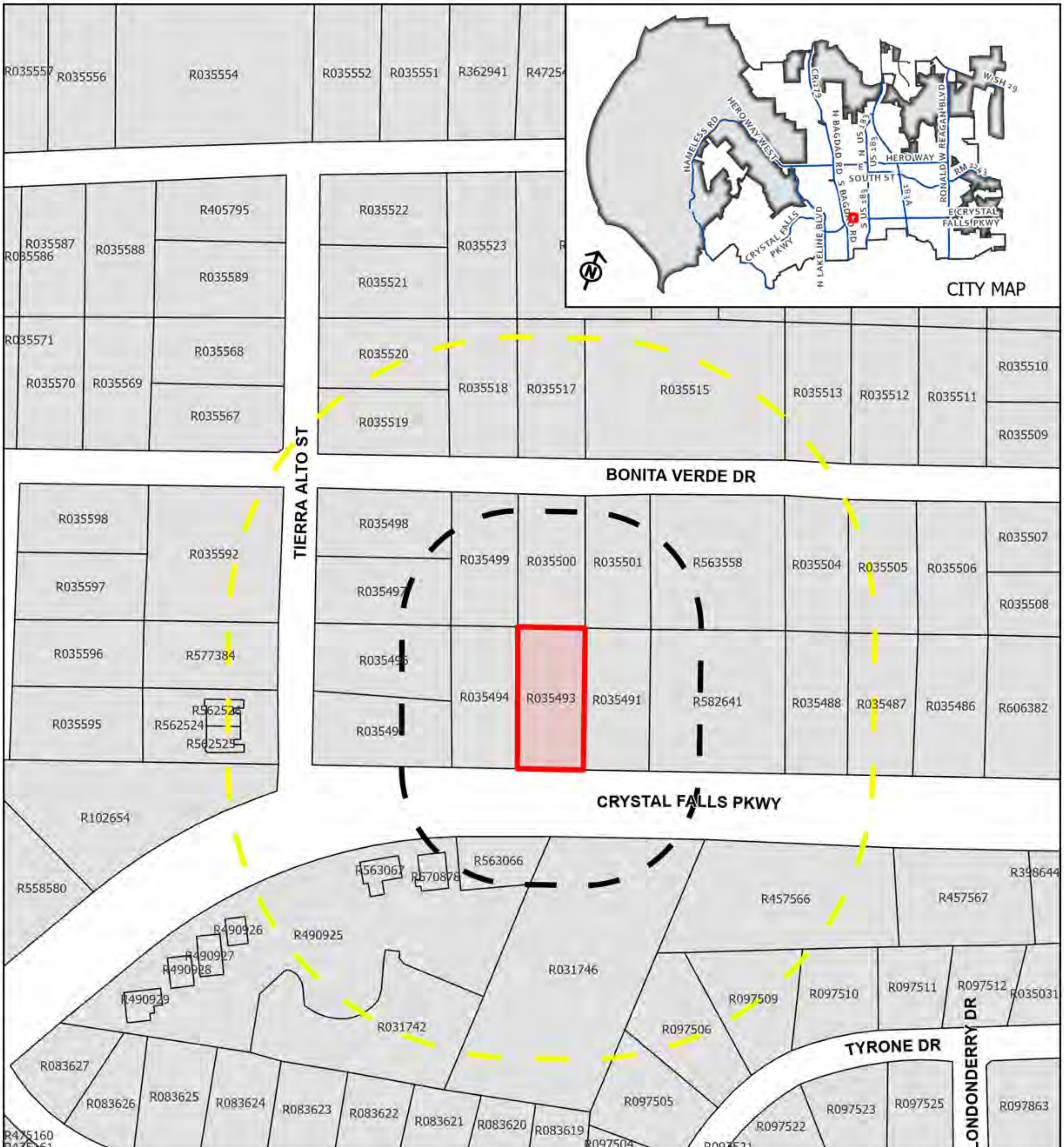
Leander City Limits

Leander ETJ

Subject Area

Multi-Use Corridor

Arterial 4 Lane, Existing



CASE: 22-Z-006 **ATTACHMENT #4** **CRYSTAL FALLS PKWY**

Location Map

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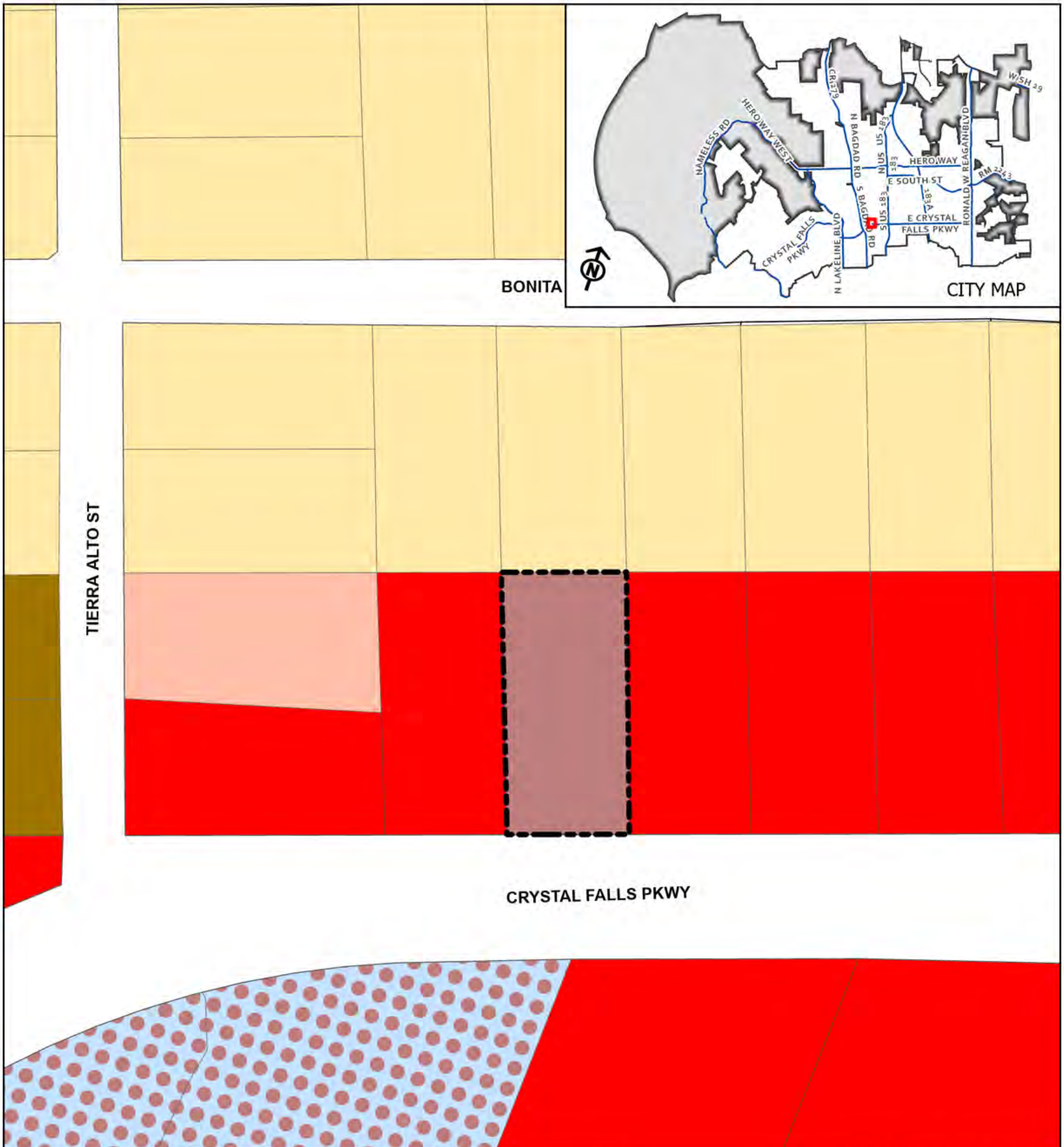
N

0 90 180

Feet

- Subject Area
- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ



CASE: 22-Z-006 **ATTACHMENT #5** **CRYSTAL FALLS PKWY**

Proposed Zoning Map

- Leander City Limits
- Leander ETJ
- Subject Area
- SFU/MH - Single-Family Urban/Manufactured Home
- TF - Two Family
- LO - Local Office
- LC - Local Commercial
- GC - General Commercial
- PUD - Local Commercial

N

0 37.5 75

Feet

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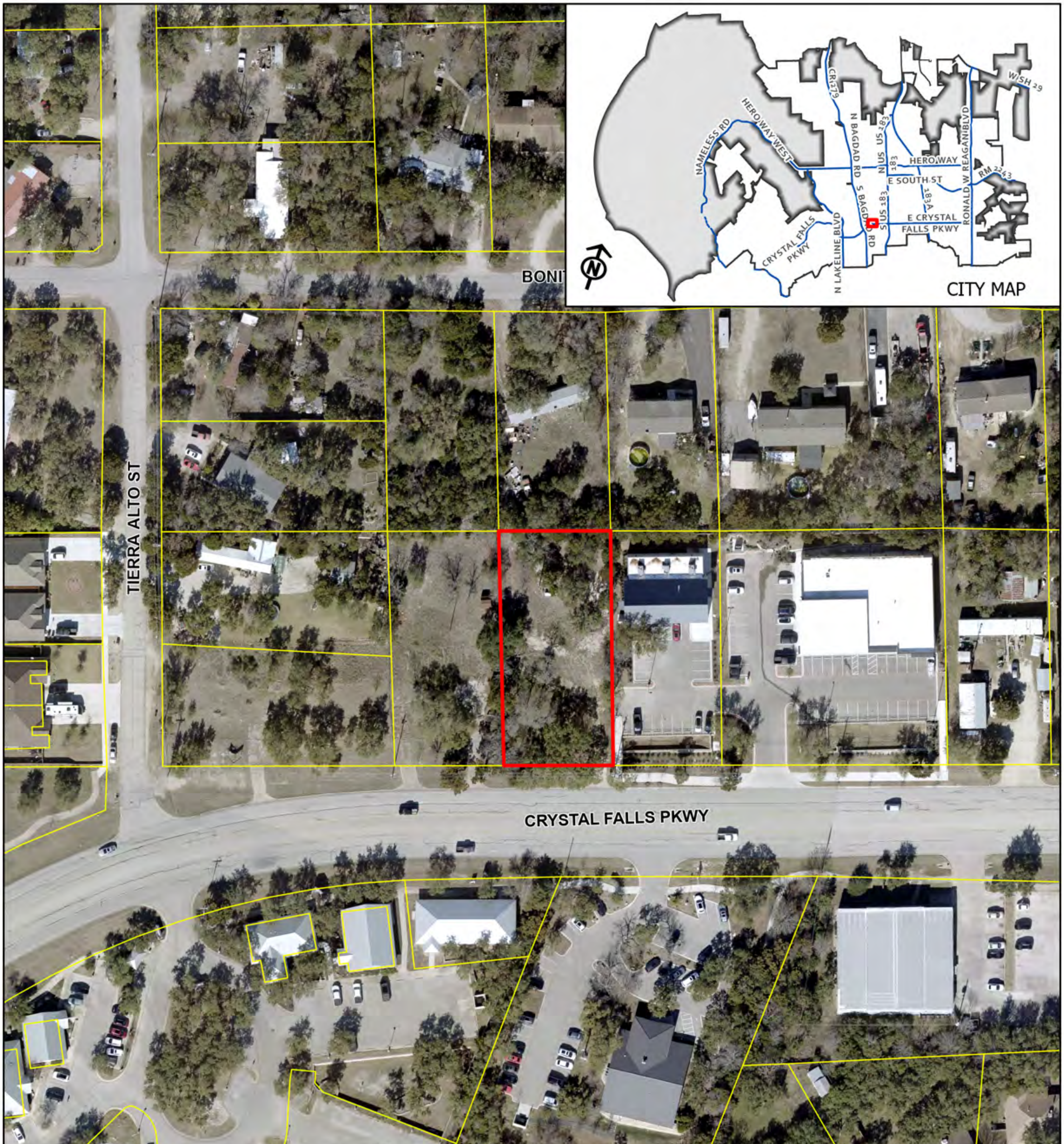

CASE: 22-Z-006 **ATTACHMENT #6** **CRYSTAL FALLS PKWY**

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 herin provided.

N

0 50 100

Feet

Leander City Limits

Leander ETJ

Subject Area

TDi ENGINEERING

5906 Old Fredericksburg Road
Suite 300
Austin, Texas 78749

(512) 301-3389
www.tdi-llc.net

March 3, 2022

City of Leander Planning Department
201 North Brushy Street
Leander, Texas 78646
Phone 512-528-2763

RE: Crystal Falls Office Zoning Change Request Letter – (SFU/MH to LC-2-C)
607 Crystal Falls Pkwy, Leander, TX, 78641
Lot 9, Block 3, High Chaparral Ranchettes

Dear Reviewer:

This letter is to serve as our formal zoning change request from the current zoning, SFU/MH (Single Family Urban/Manufactured Home), to the proposed zoning classification LC-2-C (Local Commercial). The subject Lot 9, is currently a vacant lot. The Lot 8, to the east is zoned GC and has a Clarity Eye Centre (commercial use). The adjacent Lot 10, to the west is also vacant and is zoned as GC. Both lots on either side of the subject lot tract are zoned GC. Both Lot 9 and Lot 10 are owned by same entity, Polar Lane Group, LLC. The owner of the property wants to develop a commercial office condo on a combined Lot 9 and Lot 10.

The future land use map shows this lot to be a multi-use corridor. This category is compatible with SFT, TF, CH, LO, LC, and GC.

For this reason, we strongly encourage the city to approve our zoning change request. Should you need additional information please do not hesitate to contact us.

Sincerely,

Awandit Giri, P.E.

STATE OF TEXAS
AWANDIT GIRI
143140
LICENSED
PROFESSIONAL ENGINEER
3/29/2022

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

The surrounding neighbors within 500' of the property where notified via mail. A letter was sent out to the neighboring owners which stated the zoning change and the reason for zoning change. Agent was directly involved in the communication process. Please see additional attachment for the address, name and contact of the properties notified. Proof of certified mail has been provided.

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 the neighboring owners within 500' of the subject property were notified. A separate sheet listing the contact information of the individuals has been provided.

3. What concerns were raised during these communications?

As of now, no concerns have been raised.

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

As of now, no concerns have been raised.

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

Signature:____Date 3/3/2022__________________________

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM SFU/MH-2-B (SINGLE-FAMILY URBAN/MANUFACTURED HOME) AND LC-2-C (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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 parcels of land being including 0.487 acres ±; being more particularly described in Exhibit "A"; addressed at 607 Crystal Falls Pkwy; identified by Williamson Central Appraisal District tax identification number R035493; more particularly described in Instrument Number 2021097002 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU/MH-2-B (Single-Family Urban/Manufactured Home) and LC-2-C (Local Commercial) as shown in Exhibit "A".

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

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

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

PASSED AND APPROVED on First Reading this the 21st day of April, 2022.
FINALLY PASSED AND APPROVED on this the 5th day of May, 2022.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

__________________________________ __________________________________

Dara Crabtree, City Secretary Christine DeLisle, Mayor

MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas

April 14, 2022 at 7:00 PM

Place 1 – Donnie Mahan, *Vice Chair*	**Place 5 – Gary Hampton, Jr.**
Place 2 – John Cosgrove, *Chair*	**Place 6 – Laura Lantrip**
Place 3 – Ron May	**Place 7 – Rick Carpenter**
Place 4 – Deirdre Moss	

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

1. Call to Order at 7:00 p.m.

2. Roll Call
All Commissioners are present.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the April 7, 2022, meeting

4. Review of meeting protocol.

5. Citizen Comments: Three (3) minutes allowed per speaker.
[Please turn in speaker request form before the meeting begins.]

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case 21-TOD-FP-030 regarding Bryson Phase 8, 9, and 12 Final Plat on one parcel of land approximately 54.957 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R485834; generally located south east of Bryson Ridge Trail and South Chitalpa Street, Leander, Williamson County, Texas.

7. Approval of Minutes.

Motion made by Commissioner May and seconded by Vice Chair Mahan to approve the consent agenda items 6 and 7.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-006 to amend the current zoning of SFU/MH-2-B (Single-Family Urban/Manufactured Home) to LC-2-C (Local Commercial) on one parcel of land approximately 0.487 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035493; and addressed at 607 Crystal Falls Pkwy, Leander, Williamson County, Texas.
   - Discuss and consider action regarding Zoning Case 22-Z-006 as described above.

   Motion made by Commissioner Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the zoning request.

   AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

   7 - 0 Passed

REGULAR AGENDA

9. Discuss and consider action on Tree Removal Case 21-TRP-002 regarding removal of Significant and Heritage Trees associated with The Square at Crystal Falls Site Development generally located on the southeast of the intersection of Crystal Falls Parkway and S Bagdad Road, Leander, Williamson County, Texas.
   - Discuss and consider action regarding Tree Removal Case 21-TRP-002 as described above.

   Motion made by Commissioner Ron May, seconded by Commissioner Deirdre Moss to approve the tree removal.

   AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

   7 - 0 Passed

10. Discuss and consider action regarding Ordinance Case 22-OR-001 to amend the Composite Zoning Ordinance to adopt regulations for Mobile Food Establishments, update accessory structure requirements, updating definitions, and to provide for related matters; Williamson & Travis Counties, Texas.

   Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to approve with the condition that the hours of operation for a temporary mobile food establishment are update to match the LO (Local Office) use component.

   AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

   7 - 0 Passed

11. Discuss and consider action on recommendations from the Planning & Zoning Commission for the FY 2022/2023 City Budget and CIP Plan.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to approve 2022/2023 City Budget and CIP Plan.

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

7 - 0 Passed

12. Adjournment at 7:30 p.m.

APPROVED:

____

CHAIRMAN COSGROVE

ATTEST:

____

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY

AGENDA ITEM # 21

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Discuss and consider action on the First Reading of an Ordinance regarding Special Use Case 22-SU-001 to allow for the temporary residential use of a travel trailer or recreational vehicle for use by an ill, convalescent or otherwise disabled friend or relative needing care from the occupant of the primary residence, or a friend or relative providing necessary care for an ill, convalescent or otherwise disabled occupant; on one parcel of land approximately 0.3856 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036092; and more commonly known as 107 Bagdad Street, Leander, Williamson County, Texas.

BACKGROUND:

This request is the second step in the special use permit process. The Planning & Zoning Commission unanimously recommended approval of the requested special use permit during the March 24, 2022 meeting with the condition that staff has the ability to grant extensions at the end of the term.

HISTORY/TIMELINE:

03/24/2022 – Planning & Zoning Commission, 1st Public Hearing
04/21/2022 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

Faith Wickey

RECOMMENDATION:

The City Council postponed action on this case to the May 5, 2022 meeting. The Council requested details regarding the code enforcement case as well as confirmation that the applicant lives at this location. We have confirmed that the applicant has a homestead exemption at 107 Bagdad Street and the documentation is attached.

PRESENTER:

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

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Attachments

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Public Notice Map
5. Aerial Map
6. Letter of Intent
7. Conceptual Site Layout
8. Summary of Neighborhood Outreach
9. Correspondance
10. Ordinance
11. Code Enforcement Case
12. WCAD Data

PLANNING ANALYSIS

SPECIAL USE PERMIT CASE 22-SU-001
107 BAGDAD STREET

GENERAL INFORMATION

Owner/Agent: Faith Wickey

Current Zoning: SFU-2-B (Single-Family Urban)

Proposed Use: Applicant is requesting a special use permit to allow for temporary occupation of RV.

Size and Location: The property is located at 107 Bagdad Road and is approximately .3856 acres.

Staff Contact: Cory Dale, Planner

APPLICANT REQUEST

Applicant is requesting a Special Use Permit per CZO Article IV, Section 2(13) to allow a temporary residential use of an RV to care for elderly relatives.

STAFF CONCLUSIONS

Y	N	
☒	☐	Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page* 2
☒	☐	Does the proposal comply with the goal statements of the Comprehensive Plan? *see page* 3
☒	☐	Does the proposal warrant any other special considerations? See below.

SPECIAL CONSIDERATIONS

Uses permitted in a zoning district are classified in two ways. The first type of use is what is referred to as a use 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. The second type of use is what is referred to as a special use. A Special Use Permit allows for certain land uses in a given zoning district and 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. In this case, the temporary residential use of an RV is not currently a permitted use. This use is considered temporary and will need to meet the following standards:

i. The lot, tract or parcel shall be at least 6,000 square feet in area;
ii. The use of the travel trailer or recreational vehicle shall be limited to residential use by an individual constructing their own home in an SFR district for not more than a period of one year; or an ill, convalescent or otherwise disabled friend or relative needing care from the occupant of the primary residence, or a friend or relative providing necessary care for an ill, convalescent or otherwise disabled occupant of the primary residence. The need for care shall be documented by a letter from a physician;
iii. No more than two (2) people may occupy the travel trailer or recreational vehicle;
iv. The temporary unit may only be placed on a legal parcel with an existing primary residence except where the permanent residence is under construction as described in (ii) above;
v. The temporary unit shall have an approved connection to a sanitary sewer system or septic system. The unit shall also have an approved connection to a public water system or well;
vi. The temporary unit shall meet zoning setback requirements and shall be located no closer to a street than the front wall of the permanent residence;
vii. The temporary unit shall be currently licensed as required by the State of Texas, have a valid state inspection and remain in a mobile condition;

viii. The temporary unit shall not be considered a separate residential unit for the purpose of calculating impact fees;
ix. The temporary unit shall not be rented or leased;
x. If approved, an administrative permit for residential use of a travel trailer or recreational vehicle shall be obtained. Such permit shall expire one year from the date of issuance. Permits may be renewed annually in the discretion of the City Council. Permit and renewal applications shall be accompanied by a written statement signed by the applicant under penalty of perjury that the use will conform to the standards set forth in this subsection. Renewal applications shall be submitted prior to permit expiration and shall include an updated letter from a physician;
xi. Within sixty (60) days of cessation of the temporary residential use, all occupancy of the unit shall cease, the unit shall be disconnected from all utilities and the unit shall be removed from the premises.

There is an active Code Enforcement Case on this site. The developer/land owner submits this request to bring the property under compliance with City codes.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFU-2-B	Commercial (Casa Costa)
EAST	Civic	Leander City Hall
SOUTH	SFU-2-B	Residential
WEST	T4	Residential

SURROUNDING AREA:
This property is located southeast of the intersection of Bagdad Street and W Willis Street.

PHYSICAL AND NATURAL FEATURES:
This property is not located within a floodplain, is used for a homestead and contain few trees on site.

MAJOR CORRIDORS:
This property has access off Willis Street.

SUBDIVISIONS:
This tract has been platted as part of the Town of Leander Final Plat (Lots 1 – 4).

EXISTING UTILITIES:
This tract has access to both sewer and water lines within W Willis ROW.

CURRENT LAND USES:
This property is currently a residential home.

ZONING DISTRICT:

USE COMPONENT

SFU – SINGLE FAMILY URBAN:

Features: 7,200 sq. ft. lot min.; 1,200 sq. ft. living area min.

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

SITE COMPONENT

TYPE 2:

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

Intent:

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

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is intended to be utilized with LO, LC, GC, HC, and HI use components when adjacent to residential districts and additional compatibility standards are warranted.

(5) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

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

ARCHITECTURAL COMPONENT

TYPE B:

Features: 4 or more architectural features.

Intent:

(1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.

(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.

(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.

(4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Maintain and/or improve affordability and diversity in the housing market.

Applicable Future Land Use categories

OLD TOWN

- Old Town as a future development category is intended for a mix of uses that keeps Leander historic center interesting and dynamic. New development and redevelopment within Old Town should be designed in harmony with the existing character that acknowledges Leander's heritage. This includes older buildings and historic, contributing structures along with a mix of new and adaptive reuse buildings.

  Old Town buildings are to be activated towards the street, encouraging walkability, eating establishments, central gathering spaces, and civic conversation. Old Town is scaled-down urban without on-site parking requirements, high impervious cover yet green space, street tree canopy and safe mix of vehicles and pedestrians. Old Town character includes small businesses, professional office, entertainment, shopping, arts and culture elements, and civic activity, each contributing to daytime and evening buzz.

An assortment of residential is suitable and encouraged based on the context, focused on a balance of scale between building, site and streets. In the core, urban lofts and townhouses are appropriate; in the south and east districts, across US 183, attached and detached housing may be appropriate with design context and limitations.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

All applicable departments within the City of Leander reviewed this proposal. If the SUP is approved, the next step in the process would be to acquire appropriate residential permits.

SCHEDULE:

DEVELOPMENT MEETING
A development meeting was not required prior to this SUP submittal.

NOTIFICATION

03/03/2022 - Public Notice on Hill Country News
03/09/2022 - Mail Notification to Property Owners within 200'
03/09/2022 - Public Hearing Signage Posted on Property
03/24/2022 - Planning and Zoning Commission Public Hearing
04/21/2022 - City Council Public Hearing & First Reading of the Ordinance
05/05/2022 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

Notices were mailed by City staff to all property owners within 200 feet. Neighborhood outreach information per applicant within packet as attachment 8.

APPROVAL CRITERIA:

This request remains consistent with both the future land use map designation of Old Town and current zoning of SFU-2-B. The proposed temporary residential use of an RV for property located at 107 Bagdad Road keeps the existing residential character and would be compatible with the surrounding land uses. Please note, if the proposed RV use is approved a permit will be issued. Such permit will expire one year from issuance date. The permit may be renewed annually at the discretion of the City Council.

CASE: 22-SU-001 **ATTACHMENT #2** **107 BAGDAD ST**

Current Zoning Map

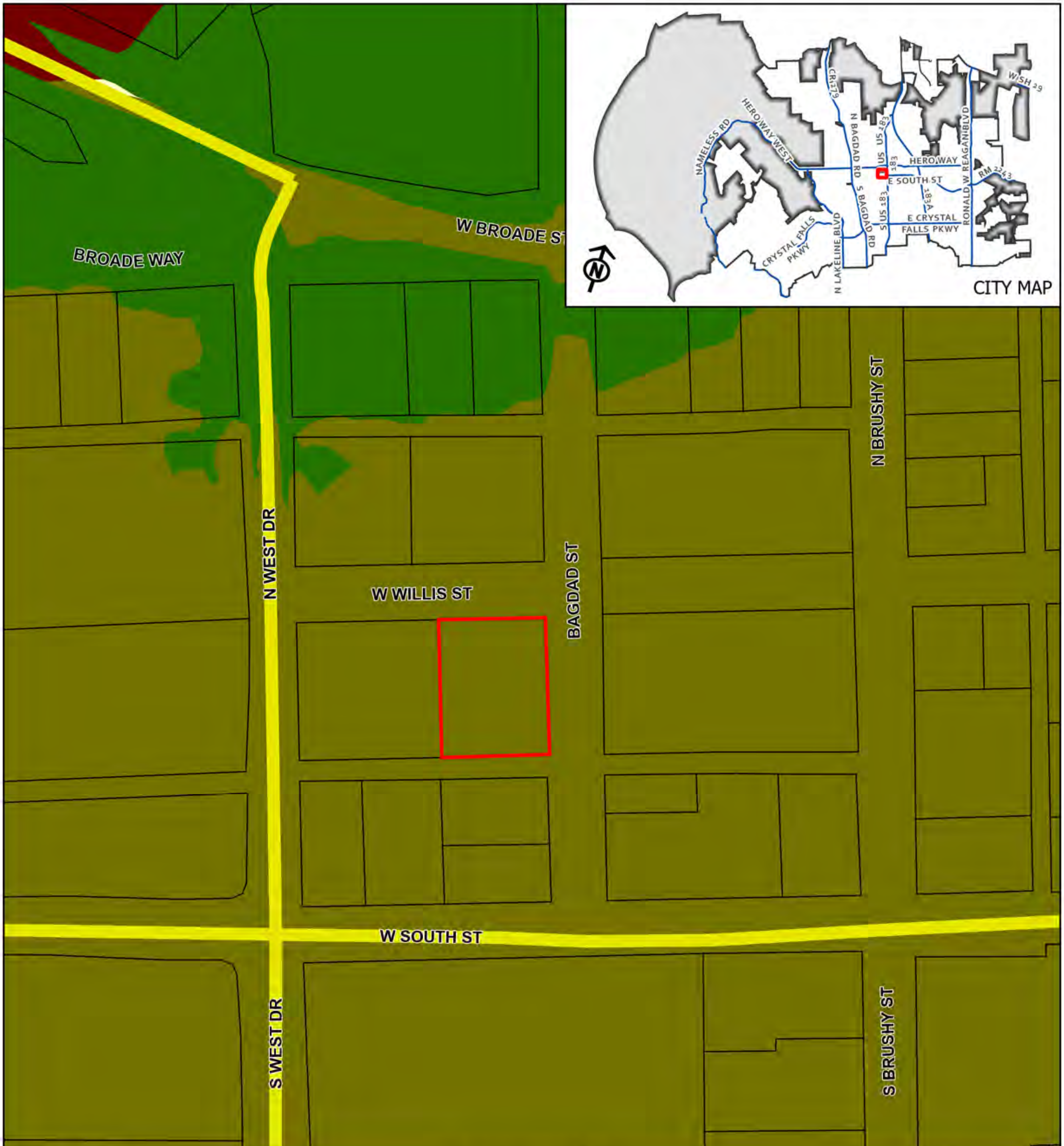
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

- Leander City Limits
- Leander ETJ
- Subject Area
- SFU - Single-Family Urban
- LC - Local Commercial
- GC - General Commercial
- Civic Building
- T4 - Genral Urban
- T5 - Urban Center
- SD - Special District

N

0 50 100

Feet



CASE: 22-SU-001 | **ATTACHMENT #3** | **107 BAGDAD ST**

Future Land Use Map

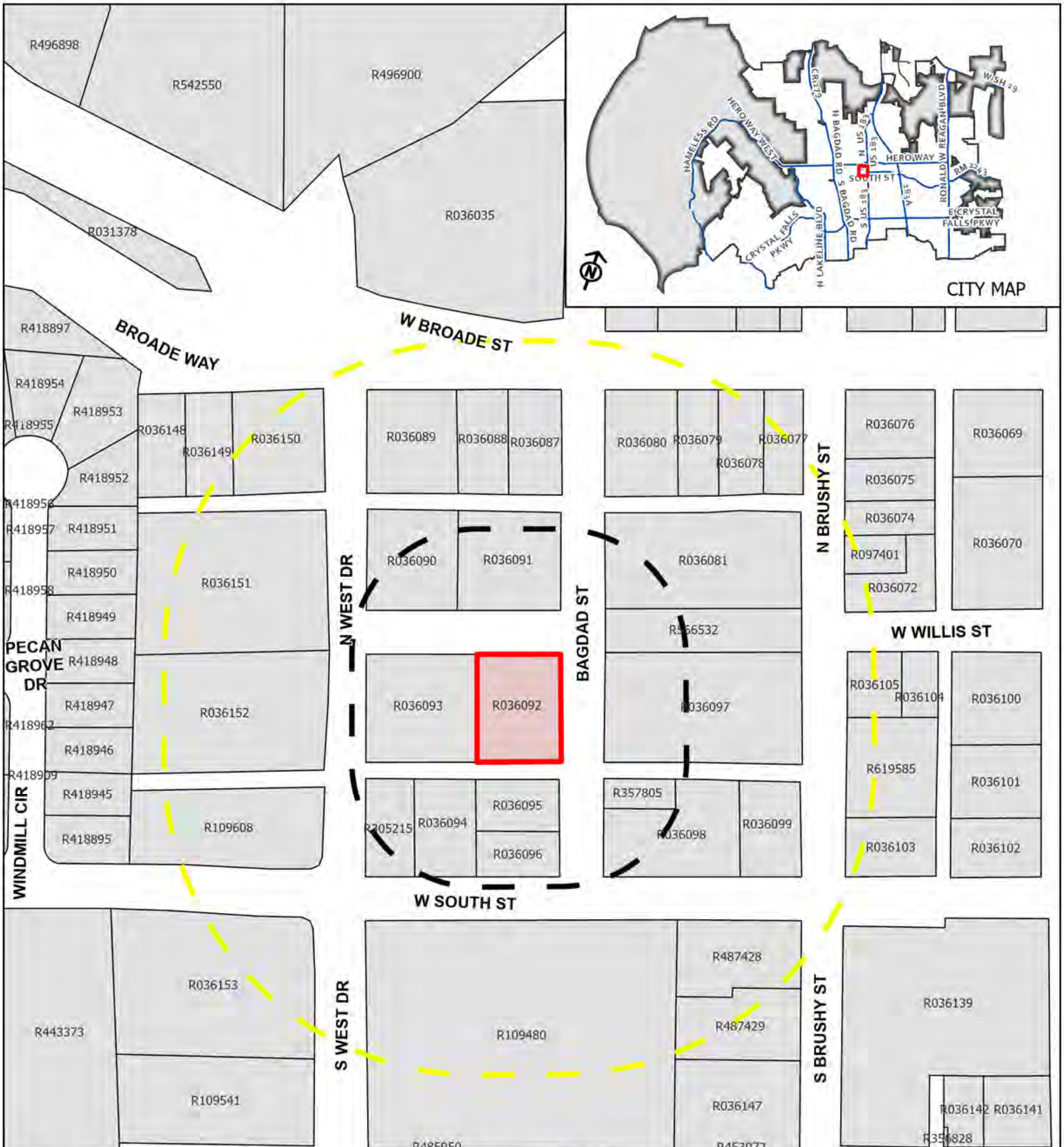
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

N

0 62.5 125

Feet

- Leander City Limits
- Leander ETJ
- Subject Area
- Activity Center
- Greenway
- Neighborhood Residential
- Old Town
- Collector, Existing



CASE: 22-SU-001 **ATTACHMENT #4** **107 BAGDAD ST**

Public Notification

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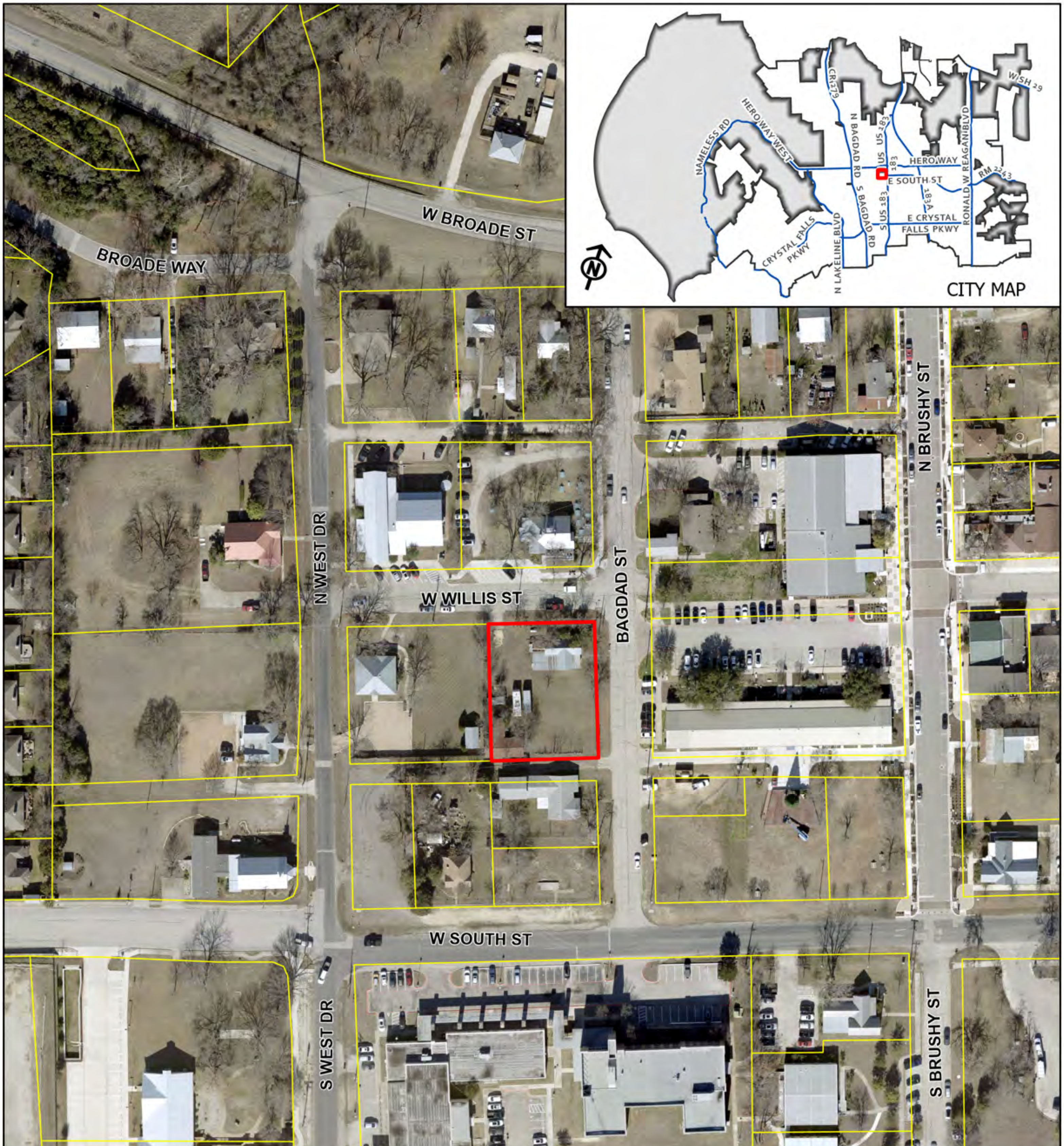
N

0 80 160

Feet

- Subject Area
- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ



CASE: 22-SU-001 **ATTACHMENT #6** **107 BAGDAD ST**

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 herin provided.

N

0 60 120

Feet

Leander City Limits

Leander ETJ

Subject Area

Faith Wickey

107 Bagdad Street
Leander, TX 78641

faith@faithwickey.com
269-615-7231

January 28, 2022

To my neighbors and the city of Leander:

I am submitting a Special Use Permit Application to request permission to park a 39 ft. Winnebago motorhome directly behind my house at the above address.

My home is on the corner of Bagdad Street and West Willis Street. It is a flat open property of 16,725 square feet with a single residence and separate garage. I will be parking the motor home directly behind my house parallel to the back of the house and facing West Willis Street.

The reason it's important for me to be able to do this is because my elderly parents who are 88 and 92 and frail, need my care full time. The motor home is their home, and as my home is only one bedroom, and I work at home, it's too small for all of us. The RV is our solution to this situation.

The Special Use Ordinance for this specific application is as follows:

Section 2: Special Use Permit

(A) (13) Temporary residential use of a travel trailer or recreational vehicle meeting the following standards:

> (ii) The lot or parcel shall be at least 6,000 square feet in area.

My property is 16,725 square feet in size.

> (iii) The use of the travel trailer or recreational vehicle shall be limited to residential use by an individual constructing their own home in an SFR district for not more than a period of one year; or an ill, convalescent or otherwise disabled friend or relative needing care from the occupant of the primary residence, or a friend or relative providing necessary care for an ill, convalescent or otherwise disabled occupant of the primary residence. The need for care shall be documented by a letter from a physician.

I am attaching a letter from their doctor stating that it's important for me to take care of them in this way. I provide all of their meals, manage their medications and chronic illness conditions, and provide general care.

(iv) No more than 2 people may occupy the travel trailer or recreational vehicle.

There will be only 2 people living in the motor home.

(v) The temporary unit may only be placed on a legal parcel with an existing primary residence except where the permanent residence is under construction as described in (ii) above.

I am the owner of the property, and it's my primary residence.

(vi) The temporary unit shall have an approved connection to a sanitary sewer system or septic system. The unit shall also have an approved connection to a public water system or well.

The motor home will be connected to city water through my house, and connected to the city sewer via an outside cleanout connection. Also, it will be plugged into an existing 50 amp RV outlet.

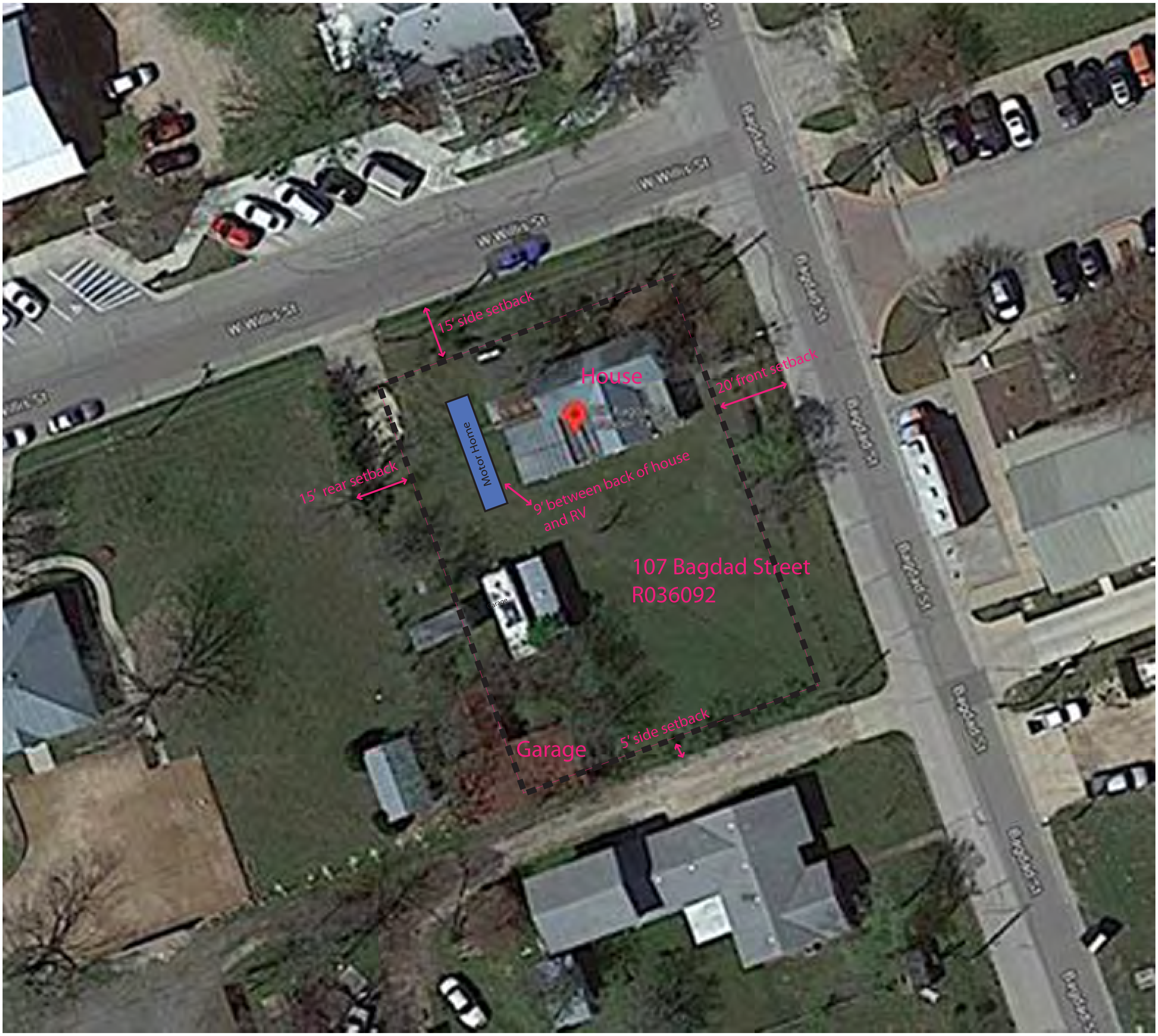
(vii) The temporary unit shall meet zoning setback requirements and shall be located no closer to a street than the front wall of the permanent residence.

See map diagram for setback measurements.

Thank you.

Sincerely,

Faith Wickey



15' side setback
House
20' front setback
Motor Home
15' rear setback
9' between back of house and RV
107 Bagdad Street
R036092
Garage
5' side setback
W Willis St
Bagdad St

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.

I MAILED CERTIFIED LETTERS TO THE RESIDENTIAL PROPERTY OWNERS ON 1/27/22. SEVERAL OF THE NEIGHBORS HAVE EXPRESSED SUPPORT FOR WHAT WERE DOING.

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.

THE PROPERTY OWNERS WERE NOTIFIED

3. What concerns were raised during these communications?

SEVERAL OF THE NEIGHBORS ~~HA~~ HAVE EXPRESSED SUPPORT FOR WHAT WE'RE DOING. SO FAR I HAVE NOT GOTTEN ANY NEGATIVE RESPONSES.

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

WE DID NOT ~~HA~~ HAVE A MEETING, JUST THE CERTIFIED LETTERS.

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

Signature: [illegible] Date 1/27/22

Write the Case Number

22-TOD-SU-001

Found in the attached letter

ONLINE OPTION

If you prefer, submit comments online at:

leandertx.gov/notice

A property owner near you has requested a change as described in the attached letter. Complete and mail this postcard or visit the city website to provide comments. Postage has been prepaid for your convenience.

Name: Toni Shopp

Address: 13621 Long Hollow Loop
Leander, TX [redacted]

Email: [redacted]

I ☑ **SUPPORT** ☐ **OPPOSE** the requested change as described. **Other comments:**

Good luck and God bless!

Write the Case Number

22-TOD-SU-001

Found in the attached letter

ONLINE OPTION

If you prefer, submit comments online at:

leandertx.gov/notice

A property owner near you has requested a change as described in the attached letter. Complete and mail this postcard or visit the city website to provide comments. Postage has been prepaid for your convenience.

Name: Anja Schaefer

Address: 101 BAGDAD ST.

Email: [redacted]

I ☑ **SUPPORT** ☐ **OPPOSE** the requested change as described. **Other comments:**

The RV is not in the way and helping family members is important. I applaud Faith for her decision and commitment.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING A SPECIAL USE PERMIT TO ALLOW FOR THE TEMPORARY RESIDENTIAL USE OF A TRAVEL TRAILER OR RECREATIONAL VEHICLE FOR USE BY AN ILL, CONVALESCENT OR OTHERWISE DISABLED FRIEND OR RELATIVE NEEDING CARE FROM THE OCCUPANT OF THE PRIMARY RESIDENCE, OR A FRIEND OR RELATIVE PROVIDING NECESSARY CARE FOR AN ILL, CONVALESCENT OR OTHERWISE DISABLED OCCUPANT; AND A TIME FRAME OF ONE (1) YEAR; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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 0.3856 acres, more or less, located in Leander, Williamson County, being more particularly described in Exhibit “A”, and addressed as 107 Bagdad Street, more particularly described in Document Number 2010021829, Official Public Records of Williamson County, Texas, and identified by tax identification number R036092.

SECTION 4. Special Use Permit. The amendment to the Special Use Permit is hereby approved to allow temporary residential use of a travel trailer or recreational vehicle for use by an ill, convalescent or otherwise disabled friend or relative needing care from the occupant of the primary residence, or a friend or relative providing necessary care for an ill, convalescent or otherwise disabled occupant. The term of this permit shall be limited to a time frame of one (1) year. Within sixty (60) days of cessation of the temporary use, all occupancy of the unit shall cease, the unit shall be disconnected from all utilities and the unit shall be removed from the premises.

SECTION 5. 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 6. 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 5th day of May, 2022.
FINALLY PASSED AND APPROVED on this the 19th day of May, 2022.

ATTEST:	**THE CITY OF LEANDER, TEXAS**
______________________________	______________________________
Dara Crabtree, City Secretary	Christine Delisle, Mayor

City of Leander
Department of Code Enforcement

P.O. Box 319 Leander, TX 78646   Fax: (512) 528 - 0660   Ema : CodeEnforcement@Leandertx.gov

Case #: CE-22-6020

Case #: CE-22-6020	**Date Reported:** 1/11/2022	**Assigned to:** Alma Trevino

Violation(s): Special Vehicle Storage (chap 14, art VI, § 9), Zoning Ordinance Violation(s) (chap 14, exhibit A)

Description: Complaint regarding multiple trailers and RV's parked on the property.

Posted:	**Posted Date:**	**Referred to:**
Court Date:		**Disposition:**
Close Date:		**Followup Date:**

Reported By	**Alleged Violator**	**Location**
	Faith Wickey TX	107 Bagdad St Leander, TX 78641

Actions Taken

Date Entered	User Name	Inspection Comments
1/14/2022	Alma Trevino	On 1/12/22, I, Code Enforcement Officer Alma Trevino visited 107 Bagdad St on a report of several trailers and RV's parked on the property. Upon arriving, I observed several trailers and RV's parked/stored on the property. The property was found in violation. The following violation was observed: Special Vehicle Storage The violation was discussed with the property owner. Photos were taken. I will reinspect the site on or after 1/19/22.

Additional Actions Taken

Date Entered	Username	Comment
1/14/2022	Alma Trevino	On 1/11/22, I received an email from [redacted] regarding this property having several trailers and RV's parked on it. The email is attached.
1/14/2022	Alma Trevino	On 1/12/21, I called the property owner, Faith, [redacted], and talked to her about the violations. I explained she could only store 2 special vehicles on the property. She stated they all belonged to her. She stated she was not aware she could only park 2 special vehicles on her property. I explained she would need to find alternative storage for them.
4/26/2022	Alma Trevino	On 1/31/22, Ms. Wickey applied for a permit for the 4 special vehicles parked on her property.

Photos for Case CE-22-6020

Photos for Case CE-22-6020

Photos for Case CE-22-6020

WCAD

Property	Owner	Property Address	Tax Year	2022 Market Value
R036092	WICKEY, FAITH	107 BAGDAD ST, LEANDER, TX 78641	2022	$262,156

2022 GENERAL INFORMATION

Property Status	Active
Property Type	Land
Legal Description	S3976 - Leander, BLOCK 16, Lot 1-4
Neighborhood	L50QN - LEANDER/CP NOM-IMP
Account	R-17-W334-0160-0001-0004
Map Number	4-3638

2022 OWNER INFORMATION

Owner Name	WICKEY, FAITH
Owner ID	O0433097
Exemptions	Homestead, Tax Code 11.13(c) Exemption
Percent Ownership	100%
Mailing Address	PO BOX 70 CENTREVILLE, MI 49032-0070
Agent	-

2022 VALUE INFORMATION

Improvement Homesite Value	$40,396
Improvement Non-Homesite Value	$0
Total Improvement Market Value	$40,396
Land Homesite Value	$221,760
Land Non-Homesite Value	$0
Land Agricultural Market Value	$0
Total Land Market Value	$221,760
Total Market Value	$262,156
Agricultural Use	$0
Timber Use	$0
Total Appraised Value	$262,156
Homestead Cap Loss	-$87,448
Total Assessed Value	$174,708

2022 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		$0	$174,708	0	0
CLE- City of Leander	HS, OA	$15,000	$159,708	0.479699	0
GWI- Williamson CO	HS, OA	$95,000	$79,708	0.400846	0
J01- Aus Comm Coll	OA	$174,708	$0	0.1048	0
RFM- Wmsn CO FM/RD	HS	$3,000	$171,708	0.04	0
SLE- Leander ISD	HS, OA	$38,000	$136,708	1.337	0
T05- TIRZ - Leander		$0	$174,708	0	0
W09- Upper Brushy Creek WCID	HS, OA	$25,000	$149,708	0.0175	0
TOTALS				2.379845	

2022 IMPROVEMENTS

Expand/Collapse All

Improvement #1	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value
-	A1 - Residential Single Family	Yes	1,058 Sq. Ft	$40,396

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	1900	1,058	$33,124	Details
2	Open Porch	-	170	$1,346	Details
3	Open Porch	2018	266	$3,426	Details
4	Out Bldg	-	540	$2,500	Details

2022 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Residential	A3 - Misc. Residential	Yes	$221,760	$0	$0	16,800 Sq. ft
TOTALS						**16,800 Sq. ft / 0.385675 acres**

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	APPRAISED	HS CAP LOSS	ASSESSED
2021	$20,225	$138,600	$158,825	$0	$0	$158,825	$0	$158,825
2020	$20,150	$131,670	$151,820	$0	$0	$151,820	$0	$151,820
2019	$21,055	$135,240	$156,295	$0	$0	$156,295	$0	$156,295
2018	$19,411	$128,184	$147,595	$0	$0	$147,595	$0	$147,595
2017	$18,016	$112,476	$130,492	$0	$0	$130,492	$0	$130,492

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
4/5/2010	THOMPSON, FRANCES M	WICKEY, FAITH	2010021829	

AGENDA ITEM # 22

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Discuss and consider action on Tree Removal Case 21-TRP-002 regarding removal of Significant and Heritage Trees associated with The Square at Crystal Falls Site Development generally located on the southeast of the intersection of Crystal Falls Parkway and S. Bagdad Road, Leander, Williamson County, Texas.

BACKGROUND:

This request is the second step in the tree removal request process. The Planning and Zoning Commission recommended approval during the April 14, 2022 meeting.

HISTORY/TIMELINE:

04/14/2022 – Planning & Zoning Commission
04/21/2022 – City Council

APPLICANT/AGENT:

Jamison Civil Engineering, LLC (Stephen Jamison, P.E) on behalf of The Square at Crystal Falls, LLC (Aman Bandali)

RECOMMENDATION:

The City Council reviewed this request during the April 21, 2022 and postponed action until the May 5th meeting in order to allow for the applicant to explain why it is necessary to remove the Heritage Trees.

PRESENTER:

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

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Attachments

1. Planning Analysis
2. Location Exhibit
3. Aerial Map
4. Letter of Intent
5. Tree Removal Exhibit
6. Tree Removal Inventory

PLANNING ANALYSIS

TREE REMOVAL CASE 21-TRP-002
THE SQUARE AT CRYSTAL FALLS

GENERAL INFORMATION

Owner/Agent: Jamison Civil Engineering (Stephen Jamison, P.E)

Current Zoning: GC-3-C (General Commercial)

Size and Location: A combined commercial lot located southeast of the intersection of Crystal Falls Parkway and S Bagdad Road, approximately 3.27 acres in size.

Staff Contact: Cory Dale
Planner

APPLICANT REQUEST

The applicant has submitted a request to remove ten (10) significant trees measured at 213 caliper inches and three (3) heritage trees measured at 92 caliper inches.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	GC-3-C	Commercial (7-Eleven)
EAST	GC-3-C	Commercial (Xplor Preschool & School Age Care)
SOUTH	GC-3-C	Commercial (Business Park)
WEST	SFU-2-B	Boulders at Crystal Falls subdivision

SURROUNDING AREA:
This project includes work within two (2) commercial lots located along S Bagdad Road. The project is located west of County Glen Section 8 subdivision and east of the Boulders at Crystal Falls Phase 1 subdivision across Bagdad Road.

PHYSICAL AND NATURAL FEATURES:
This property contains significant tree cover where the development is proposed (attachment 5). The trees proposed for removal at this time include those within the building pad sites, pavement/fire lanes and detention pond area.

MAJOR CORRIDORS:
This project has access onto S Bagdad Road.

CURRENT LAND USES:
The project area includes two (2) tracts which are currently undeveloped.

APPROVAL CRITERIA:

The Composite Zoning Ordinance includes the following tree mitigation requirements:

- Up to 50% of significant trees between eight (8") and eighteen (18") caliper inches may be removed without mitigation. The replacement ratio is 1:1.
- Trees 18 to 26 caliper inches may be removed with the approval of the Commission and a replacement ratio of 2:1.
- Heritage Trees (>26) require approval by the Commission and Council, a replacement ratio of 3:1, and a removal fee in the amount of $300

Below, please see the proposed tree removal calculation per Square at Crystal Falls Site Plan (21-SD-0036):

TREE PRESERVATION PLAN

TREE CALIPER INCHES

TREE SIZE (in caliper inches)	**TOTAL INCHES**	**SAVED INCHES**	**SAVED INCHES %**	**REMOVED INCHES**	**REMOVED INCHES %**
8" to 18"	284	66	23%	218	77%
>18" to 26"	377	164	44%	213	56%
SUBTOTAL 8" to 26"	661	230	35%	431	65%
>26"	193	101	48%	92	52%
TOTALS	854	331	39%	523	61%

TOTAL TREES

TREE SIZE (in caliper inches)	**TOTAL TREES**	**SAVED TREES**	**SAVED TREES %**	**REMOVED TREES**	**REMOVED TREES %**
8" to 18"	21	5	24%	16	76%
>18" to 26"	16	7	44%	9	56%
SUBTOTAL 8" to 26"	37	12	32%	25	68%
>26" HERITAGE	6	3	40%	3	60%
TOTALS	43	15	35%	28	65%

MITIGATION PLAN: 8" - 18"

TREE SIZE (in caliper inches)	**>50% REMOVAL**	**1:1 REPLACEMENT**	**2:1 REPLACEMENT**	**3:1 REPLACEMENT**	**FEES**
8" to 18"	76	76	-	-	-

MITIGATION PLAN: Protected & Heritage Trees

TREE SIZE (in caliper inches)	**Removed** (total inches)	**1:1 REPLACEMENT**	**2:1 REPLACEMENT**	**3:1 REPLACEMENT**	**FEES**
>18" to 26"	213	-	426	-	57600 **
>26" HERITAGE	92	-	-	276	$69,000 *

* (92" X $300/IN) + (276" X $150/IN)
** 426" – 42" on site replacement = 384" x $150/IN

As part of the mitigation process, the Developer is proposing to pay the mitigation fees in the amount of $150 per caliper inch of replacement tree in lieu of planting new trees.

Mitigation Fees

- Significant Trees >18” – 26” removed: 213”
- Significant Trees >18” – 26”: on site replacement of 42” caliper inches to be planted (426” – 42” = 384”)
- Significant Trees >18” – 26” mitigation fees ($150 per caliper inch at 2:1): **$57,600**

- Heritage Tree (>26”) removed: 92”
- Heritage Tree Removal Fee ($300 per caliper inch removed): **$27,600**
- Heritage Tree Mitigation Fee ($150 per caliper inch at 3:1): **$41,400**

- Total Mitigation Fee: **$126,600**

CASE: 21-TRP-002

ATTACHMENT #2

THE SQUARE AT CRYSTAL FALLS

Location Map

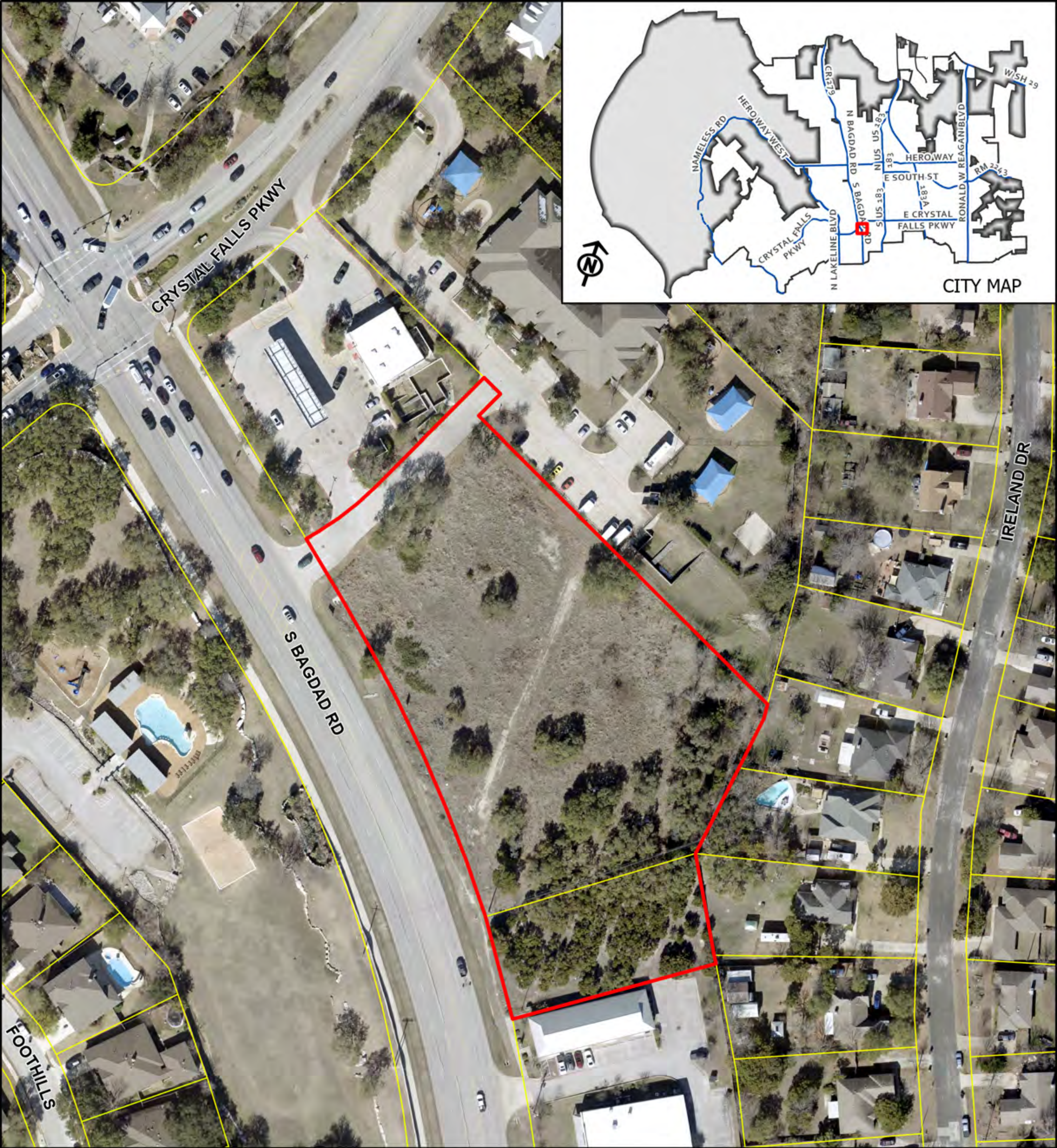
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

N

0 65 130

Feet

- Subject Area
- Leander City Limits
- ETJ
- Extra-Territorial Jurisdiction



CASE: 21-TRP-002 **ATTACHMENT #6** **THE SQUARE AT CRYSTAL FALLS**

Aerial Map

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N

0 50 100

Feet

Leander City Limits

Leander ETJ

Subject Area

Jamison Civil Engineering LLC
TBPE #F-17756
13812 Research Blvd. #B-2
Austin, Texas 78750

JCE
Office: (737) 484-0880
Fax: (737) 484-0897
E-Mail: steve@jamisoneng.com

September 9, 2021

The City of Leander
Planning Department
201 N. Brushy St.
Leander, Tx. 78641

Re: The Square at Crystal Falls Heritage Tree Removal Request

We are respectfully requesting the review and approval of the significant and heritage tree removals associated with The Square at Crystal Falls site plan. Due to the proposed site development improvements this request is being submitted.

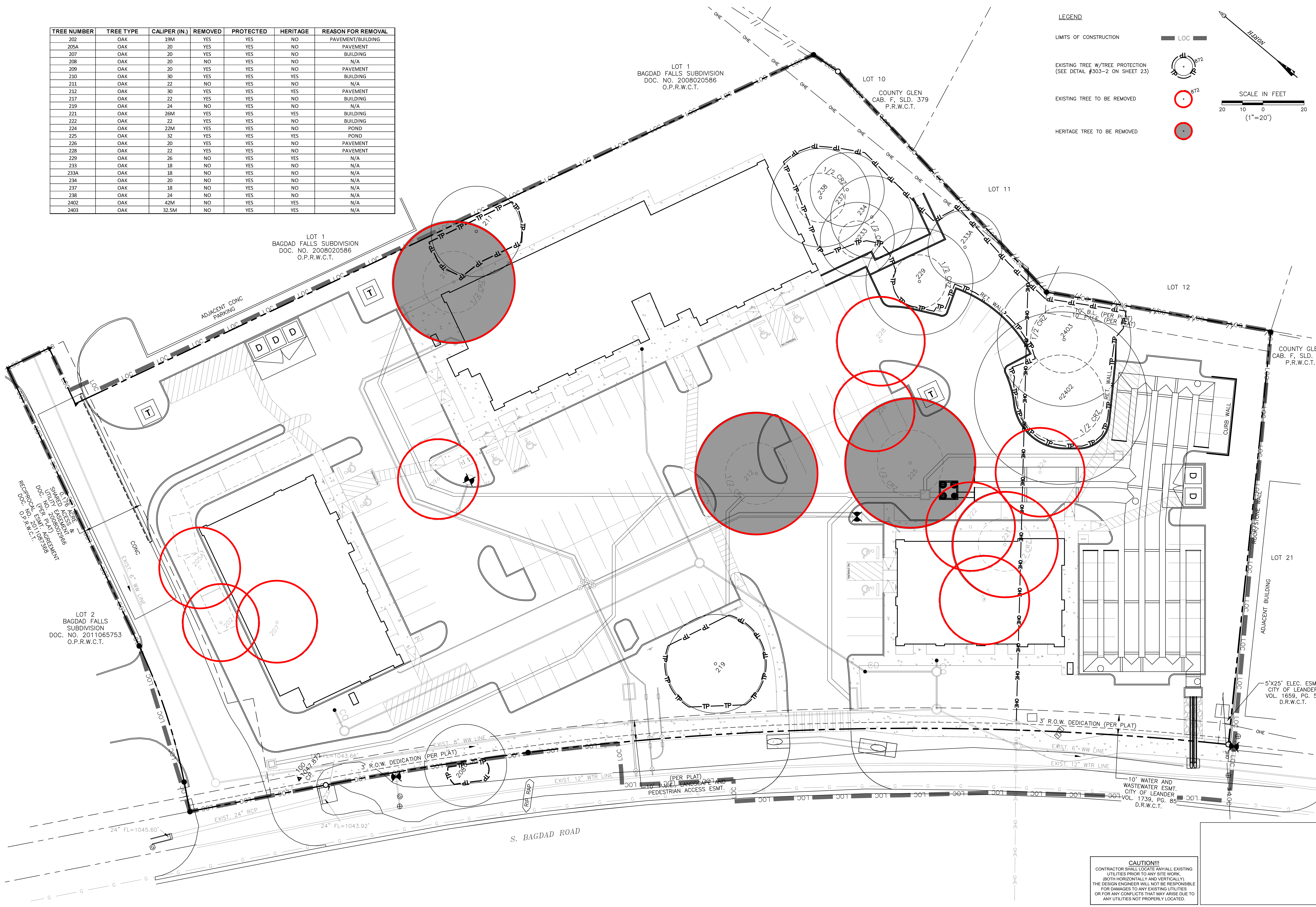
The purpose of the site development improvements are being proposed to help encourage commercial growth within the City of Leander when it is allowed by current zoning regulations as well as future growth plans.

Should you have any questions or comments, please feel free to contact our office.

Sincerely,

Lynn Hebdon
Jamison Civil Engineering LLC

TREE NUMBER	TREE TYPE	CALIPER (IN.)	REMOVED	PROTECTED	HERITAGE	REASON FOR REMOVAL
202	OAK	19M	YES	YES	NO	PAVEMENT/BUILDING
205A	OAK	20	YES	YES	NO	PAVEMENT
207	OAK	20	YES	YES	NO	BUILDING
208	OAK	20	NO	YES	NO	N/A
209	OAK	20	YES	YES	NO	PAVEMENT
210	OAK	30	YES	YES	YES	BUILDING
211	OAK	22	NO	YES	NO	N/A
212	OAK	30	YES	YES	YES	PAVEMENT
217	OAK	22	YES	YES	NO	BUILDING
219	OAK	24	NO	YES	NO	N/A
221	OAK	26M	YES	YES	YES	BUILDING
222	OAK	22	YES	YES	NO	BUILDING
224	OAK	22M	YES	YES	NO	POND
225	OAK	32	YES	YES	YES	POND
226	OAK	20	YES	YES	NO	PAVEMENT
228	OAK	22	YES	YES	NO	PAVEMENT
229	OAK	26	NO	YES	YES	N/A
233	OAK	18	NO	YES	NO	N/A
233A	OAK	18	NO	YES	NO	N/A
234	OAK	20	NO	YES	NO	N/A
237	OAK	18	NO	YES	NO	N/A
238	OAK	24	NO	YES	NO	N/A
2402	OAK	42M	NO	YES	YES	N/A
2403	OAK	32.5M	NO	YES	YES	N/A



JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD #B-2
AUSTIN, TEXAS 78750
OFFICE: (737) 484-0880
INFO@JAMISONENG.COM

JCE

THE SQUARE AT CRYSTAL FALLS
EROSION SEDIMENTATION CONTROL PLAN
BAGDAD RD
LEANDER, TEXAS 78641

The seal appearing on this document was authorized by Stephen Ray Jamison on 3/11 2022

STATE OF TEXAS
STEPHEN RAY JAMISON
86951
LICENSED PROFESSIONAL ENGINEER

File: H:\1900 BAGDAD\DWG\EXHIBITS\TREE PERMIT EXHIBIT 031122.DWG
Job No.:
Snapshot:
Scale (Hor.): 1"=30'
Scale (Vert.):
Date: 08/09/21
Checked By: SRJ
Drawn By:
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET
01 of 01

AGENDA ITEM # 23

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Discuss and consider action on the creation of an Old Town Master Plan Advisory Committee.

BACKGROUND:

The first step in the Old Town Master Plan process is to select and advisory committee. This committee should be made up of approximately fifteen (15) people with five (5) alternates. The members will need to be available to meet to discuss the plan.

Below, please find the proposed makeup of the committee. This proposal includes representatives from standing boards and commissions as well as stakeholders within Old Town. The purpose of this committee is to provide an opportunity for the community to share feedback during the process.

1. Property Owners within Old Town or their representatives
2. Planning & Zoning Commission Member
3. Parks Board Member
4. Public Arts Commission Member
5. Economic Development Committee Member
6. Historic Preservation Committee Member

Staff will notify all property owners within Old Town about this opportunity to serve on the committee. The selection of the members will be scheduled for the May 19, 2022 meeting. The committee will meet with the consultant and staff beginning in June with a project kick-off meeting.

HISTORY/TIMELINE:

04/21/2022 City Council, selection of Kimley-Horn to prepare the Old Town Master Plan

APPLICANT/AGENT:

City of Leander

PRESENTER:

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

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AGENDA ITEM # 24

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Discuss and consider action on submitting a water contract application to Lower Colorado River Authority (LCRA) for the Second Amendment to the water contract for municipal uses between LCRA and City of Leander; with request to increase the Maximum Annual Quantity (MAQ) to thirty-four thousand (34,000) acre feet; and authorize the City Manager to sign any and all necessary documents.

BACKGROUND:

City of Leander is seeing significant water demand increase with the current City's rapid growth. Total annual water demand increased from six (6) acre feet on 2015 to ten (10) acre feet in 2021. However, based on the current City's growth pattern, it is estimated to reach annual water demand of twenty-four (24) acre feet by year 2028 and reach annual water demand of thirty-one (31) acre feet by year 2038, assuming City's buildout is two hundred twenty-five thousand (225,000) population.

Raw water for the city's water use is sourced from Lake Travis using water contract for municipal uses between LCRA and City of Leander. Sourced raw water are treated using Sandy Creek and Brushy Creek Utility Authority water treatment plants and distributed to the customers. Current water contract allows the City to divert twenty-four thousand (24,000) acre feet raw water per year from Lake Travis. If no amendment were made, the City is predicted to have a raw water deficit by year 2028. Therefore, the proposed contract amendment is needed to plan for meeting the City's future projected water demand. Considering current growth, any unforeseen future water demands, such as large commercial or industrial development, and to plan for the long range water demand, the City is requesting LCRA to increase the Maximum Annual Quantity (MAQ) to thirty-four thousand (34,000) acre feet through this amendment.

HISTORY/TIMELINE:

05/2022- Submitting application for Second Amendment to increase the MAQ to thirty-four thousand (34,000) acre feet.
11/16/2012 - TCEQ approval of Inter Basin Transfer Permit for twenty-four thousand (24,000) acre feet.
08/21/2007 - First Amendment, MAQ increased to twenty-four thousand (24,000) acre feet.
02/02/2000 - Original contract (Water Use Permit No. 5677), MAQ was sixty-four hundred (6,400) acre feet.

RECOMMENDATION:

Staff respectfully requests authorization of the City Manager to sign and submit a water contract application to Lower Colorado River Authority (LCRA) for the Second Amendment to the water contract for municipal uses between LCRA and City of Leander, with request to increase the Maximum Annual Quantity (MAQ) to thirty-four thousand (34,000) acre feet, and authorize the City Manager to sign any and all necessary documents.

PRESENTER:

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

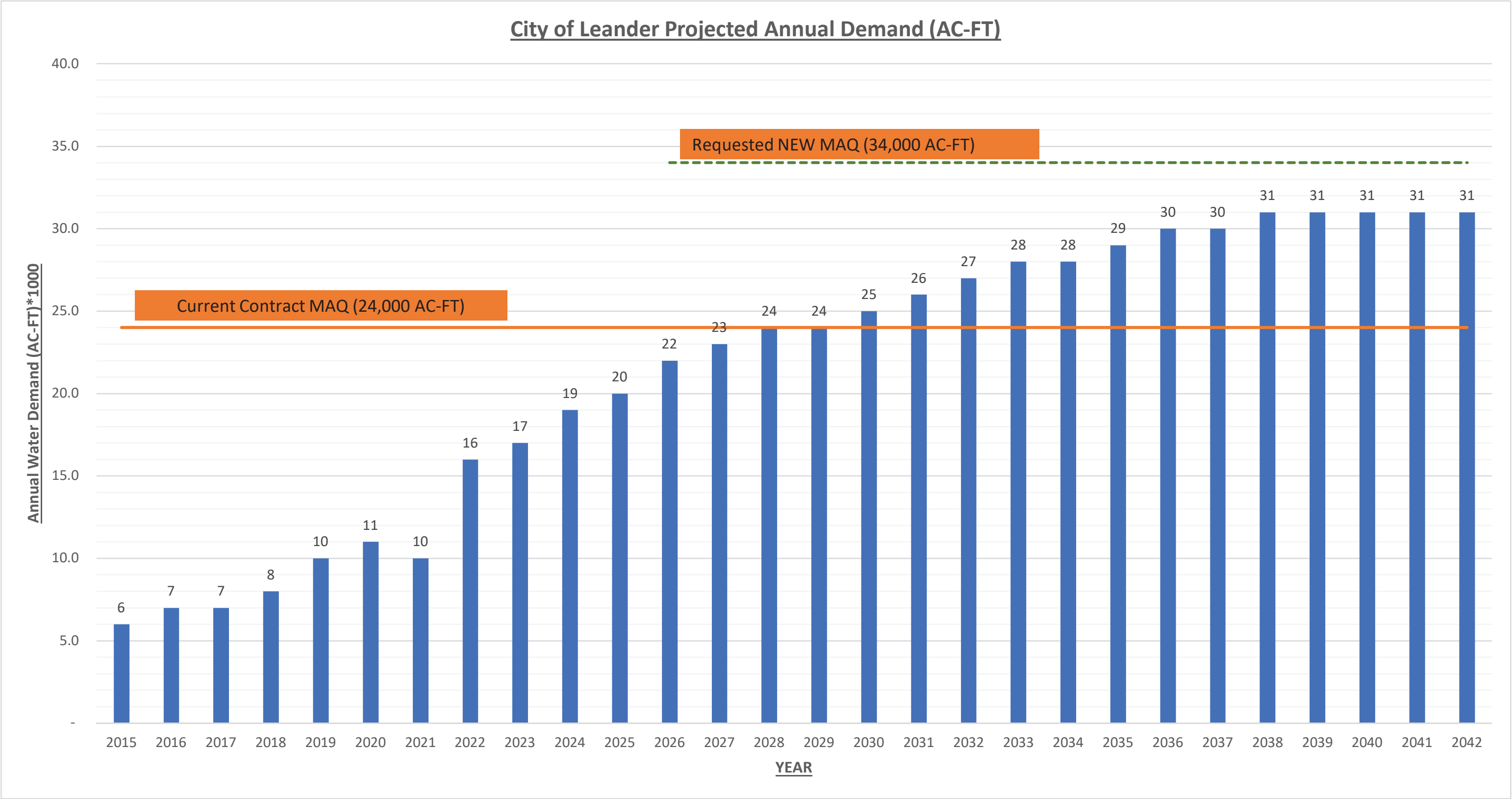
Fiscal Impact

Amount requested: $11,500.00
Approved in current budget (Yes / No): No

Expenditure (New / Amended): New
Recurring or one-time: One-time Application Fee Only
Fund source (Operating / Utility / etc.): GL#01-21-5600

Attachments

1. Requested Maximum Annual Quantity (MAQ)
2. City of Leander and LCRA Water Contract Application Form



Notes:

1. See next page for all assumpation and consideration for calculating projected annual demand.
2. To meet the growing demand and to account for any unforseen water demand, City of Leander is requesting to increase Maximum Annual Quantity (MAQ) to 34,000.00 AC-FT from current 24,000.00 AC-FT.

CITY OF LEANDER - POPULATION AND WATER DEMAND PROJECTIONS

Population/Connections/LUEs							Internal Leander Demand			Total Leander Demand with Wholesale			
End of Year		No. of Domestic Units	Population	No. of Water Connections	Connection Growth Rate	No. of LUEs	Projected Average Day Internal Leander Demand (MGD)	Projected Max Day Internal Leander Demand (MGD)	Projected Average Flow per Person per Day (gpcd)	Total Wholesale Contracts - Max Day Demand (MGD)	Projected Average Day Demand with Wholesale (MGD)	Projected Max Day Demand with Wholesale (MGD)	Projected Yearly Demand With Wholesale (AC-FT) *1000
2015	Historical/Actual	12,922	43,418	13,092		15,449	4.75	11.90	109.46	0.00	4.75	11.90	6.00
2016		14,729	49,489	14,703	12.3%	17,350	5.50	11.50	111.19	0.00	5.50	11.50	7.00
2017		16,420	55,171	16,463	12.0%	19,426	6.16	10.90	111.57	0.00	6.16	10.90	7.00
2018		18,120	60,883	18,063	9.7%	21,314	6.89	12.42	113.13	0.32	7.05	12.74	8.00
2019		19,999	67,197	19,887	10.1%	23,467	7.87	14.94	117.07	0.35	8.16	15.29	10.00
2020		22,760	76,474	22,971	15.5%	27,106	9.77	17.63	127.74	0.52	9.49	16.79	11.00
2021		25,857	86,880	26,026	13.3%	30,711	8.34	14.44	96.00	0.64	8.66	14.74	10.00
2022	Projected	28,960	96,726	29,149	12.0%	34,396	11.66	21.86	120.54	4.00	13.79	25.86	16.00
2023		31,856	106,398	32,064	10.0%	37,836	12.83	24.05	120.54	4.00	14.96	28.05	17.00
2024		35,041	117,038	35,270	10.0%	41,619	14.11	26.45	120.54	4.00	16.24	30.45	19.00
2025		38,546	128,742	38,797	10.0%	45,781	15.52	29.10	120.54	4.00	17.65	33.10	20.00
2026		41,436	138,398	41,707	7.5%	49,215	16.68	31.28	120.54	4.00	18.82	35.28	22.00
2027		44,544	148,778	44,835	7.5%	52,906	17.93	33.63	120.54	4.00	20.07	37.63	23.00
2028		47,885	159,936	48,198	7.5%	56,874	19.28	36.15	120.54	4.00	21.41	40.15	24.00
2029		50,279	167,933	50,608	5.0%	59,717	20.24	37.96	120.54	1.00	20.78	38.96	24.00
2030		52,793	176,329	53,138	5.0%	62,703	21.26	39.85	120.54	1.00	21.79	40.85	25.00
2031		55,433	185,146	55,795	5.0%	65,838	22.32	41.85	120.54	1.00	22.85	42.85	26.00
2032		57,096	190,700	57,469	3.0%	67,813	22.99	43.10	120.54	1.00	23.52	44.10	27.00
2033		58,809	196,421	59,193	3.0%	69,848	23.68	44.39	120.54	1.00	24.21	45.39	28.00
2034		60,573	202,314	60,969	3.0%	71,943	24.39	45.73	120.54	1.00	24.92	46.73	28.00
2035		61,784	206,360	62,188	2.0%	73,382	24.88	46.64	120.54	1.00	25.41	47.64	29.00
2036		63,020	210,487	63,432	2.0%	74,850	25.37	47.57	120.54	1.00	25.91	48.57	30.00
2037		64,281	214,697	64,701	2.0%	76,347	25.88	48.53	120.54	1.00	26.41	49.53	30.00
2038		65,566	218,991	65,995	2.0%	77,874	26.40	49.50	120.54	1.00	26.93	50.50	31.00
2039		66,222	221,181	66,655	1.0%	78,653	26.66	49.99	120.54	1.00	27.20	50.99	31.00
2040		66,884	223,393	67,321	1.0%	79,439	26.93	50.49	120.54	1.00	27.46	51.49	31.00
2041		67,218	224,510	67,658	0.5%	79,836	27.06	50.74	120.54	1.00	27.60	51.74	31.00
2042		67,365	225,000	67,806	0.2%	80,011	27.12	50.85	120.54	1.00	27.66	51.85	31.00

1. Population = 3.34 people/Domestic Unit for 2022 and beyond, 3.36 people/Domestic Unit for before 2022
2. No. of LUEs = 1.18 x No. of Water Connections (based on 2020 review of actual connections/meters)
3. Assume Average Day Demand = 400 gpd/Connection (~340 gpd/LUE)
4. Max Day Demand = 750 gpd/Connection (~635 gpd/LUE)
5. For population and water projections, utilizing a modified growth rate that is more aggressive than Comp Plan
6. Projections are based on demands with no watering restrictions, impacts of new irrigation and tiered rate ordinances are not factored in currently, pending data
7. Assume buildout of City is 225,000 population

8. Projected Yearly Demand (AC-FT) = Projected Average Day Demand*365*/325851

WATER CONTRACT APPLICATION
And
GENERAL INFORMATION FORM

A customer who is a natural person may request that his or her address, phone number and social security number be kept confidential, unless required or mandated by law.

(__) Yes (request for confidentiality) (✓) No (do not request confidentiality)

I. APPLICANT: City of Leander

Address: PO Box 319

City: Leander State: TX Zip: 78646

Phone: (512) 2592640 Fax: (512) 5288421

E-mail Address: ____

II. GENERAL INFORMATION

1. This application is for one of the following uses of water (check only one):
   (___) Agriculture (___) Industrial (___) Irrigation (including golf course or landscape irrigation)
   (✓) Municipal (___) Recreational (including amenity ponds)

2. This request is for 34,000 acre-feet per year.
   - *Request to be in acre-feet (af) (1af= 325,851 gallons)*

3. The requested contract is for a term of 40 years.

Contracts limited to the following term:	*Minimum*	*Maximum*
i. Firm Contract (Municipal or Industrial)	*5 years*	*40 years*
ii. Firm Industrial Contract (<500 acre-feet)	*1 year*	*40 years*
iii. Firm Contract (Other than Municipal or Industrial)	*5 years*	*10 years*

4. Water will be used within a service area which consists of a total of 48,697 acres of land in Williamson and Travis County.

5. Water will be pumped from the following (check only one):
   (__) Lake Buchanan (__) Inks Lake (__) Lake LBJ
   (__) Lake Marble Falls (✓) Lake Travis (__) Lake Austin
   (__) Lady Bird Lake (__) Colorado River (__) Other - ____

   NOTE: If water will be diverted downstream of Lake Travis, conveyance, delivery, or system losses will be assessed.

6. The maximum diversion rate will be 34,000 ac-ft

7. Will you have an alternative "low water level" intake location? (✓) Yes (__) No
   If yes, please describe where that location will be: Construction of Deep water intake is underway (Estimated Completion Date: 2027). Proposed location shown on Exhibit B.

8. Will water be pumped and delivered to you by an entity other than you? ( ) Yes (✓) No
   If yes, please indicate that entity to us: ____

III. ADDITIONAL APPLICATION INFORMATION

On a separate page, please provide:

1. "Exhibit A" - An estimate of the amount of water which will be needed per year, the "Maximum Annual Quantity" (MAQ amount should be rounded to the next whole number), throughout the term of the proposed contract. The estimate of the Maximum Annual Quantity should include:
   a. A detailed description of how you determined the amount necessary for the proposed contract, including consideration of the beneficial use of the water without waste and the full implementation of your proposed water conservation plan;
   b. If water will be diverted downstream of the Highland Lakes, conveyance, delivery or system losses will be incurred to deliver the amount of water requested to the Point of Diversion under the contract and will be added to the amount requested to be diverted (*see* Water Contract Rule 5.1(k));
   c. For a proposed contract for water upstream of any of the Highland Lakes, or water from a tributary of the Colorado River downstream of the Highland Lakes, a technical analysis shall be performed to determined the potential maximum impact of the proposed contract on LCRA's water rights. (*See* Water Contract Rule 5.1(k).) Applicant also shall include such impact in its application to the Texas Commission on Environmental Quality for any Permit to Use State Water necessary to use the water sought in the proposed contract request; and,
   d. If you have an alternate source of water supply from which you also will be diverting from the same facilities used to divert water under the requested contract, please provide a proposed accounting plan setting forth how you intend to account for and report water used from the various sources of supply.

2. "Exhibit B" - Map showing the point of diversion from the Colorado River and any points of discharge of return flows, as applicable, with said points referenced to an original county survey corner by bearing and distance.

3. "Exhibit C" - Recent survey or legal description of subject property service area, including boundary map.

4. "Exhibit D" - Map showing the location of subject service area. A 7 1/2 minute USGS Quadrangle map is suggested.

5. "Exhibit E" – Water Conservation Plan.

6. "Exhibit F" – Drought Contingency Plan.

7. "Exhibit G" – Demand Schedule : A demand or use schedule that estimates your annual water usage, and any increases to it over time, of the water to be supplied under the proposed contract

8. "Exhibit H" – Contact List: List the names, business addresses, telephone numbers and email addresses of the following *(as applicable)*: individual signing this application; primary contact for questions regarding the application (if not the signatory to the application); engineer for applicant; attorney for applicant; operations staff for applicant.

9. "Exhibit I" – Authority regarding Service Area: Provide documentation showing the applicant's legal rights with regard to the property included in the service area ((e.g., deed, lease, certificate of convenience and necessity, or water service agreement with property owner).

10. “Exhibit J” *(as applicable)* – Corporate Structure and Signature Authority: If the contract is in the name of an entity, please provide documentation of the corporate structure, corporate officers, and signature authority of the person who will be executing the contract.

11. "Exhibit K" *(as applicable)* – Plan for treatment of wastewater or waste disposal and the estimated amount *(as applicable)*

NOTE: Exhibits must be included with the application (please provide 4 copies of each exhibit); See "Lower Colorado River Authority Water Contract Rules" for further details concerning Exhibits B through G.

IV. APPLICATION FEE

An application fee in accordance with the following schedule must be submitted with the application.

Application Type	Application Fee
Replacement or Amendment (<500 acre-feet/year)	$2,000
Replacement or Amendment (≥500 acre-feet/year)	$2,000 plus $1.00 per acre-foot of additional water above 500 acre-feet
New Contract (<500 acre-feet/year)	$2,000
New Contract (≥500 and <5,000 acre-feet/year)	$2,000 plus $1.00 per additional acre-foot above 500 acre-feet
New Contract ≥5,000 acre-feet/year	$10,000 plus $1.00 per additional acre-foot above 5,000 acre-feet

V. STATEMENT OF UNDERSTANDING AND AUTHORIZATION

I have read and understand all of the provisions contained in the *Lower Colorado River Authority Water Contract Standard Terms and Conditions*, as well as the *Lower Colorado River Authority Water Contract Rules*, and hereby request the Lower Colorado River Authority to consider this application to enter into the most current standard form water contract. I further acknowledge and agree that, by filing this application, I may be required by LCRA consistent with LCRA’s Water Contract Rules to provide additional funds for the costs of technical review that are not otherwise covered by the application fees submitted herewith and that a failure to do so may result LCRA’s rejection of my application. All of the above information is, to the best of my knowledge, known to be correct and accurate as of the date recorded below and such information may be used to complete the necessary documents for the requested water contract. If this application is filed on behalf of an organization, I have the authority to submit this application.

Signature:____________________________ Date:__________ Title:__________________________

THE STATE OF TEXAS, COUNTY OF:________________________________§

This instrument was acknowledged before me this______day of____________________, 20____, by

(Name)____(Title)______________________________

(SEAL) ______________________________
Notary Public Signature

AGENDA ITEM # 25

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Discuss and consider action on a Resolution of the City of Leander, Texas, supporting a comprehensive plan for the management of water system treatment capacity and demand, and providing for related matters.

BACKGROUND:

City staff is aware that Leander City Council desires to communicate to BCRUA partner cities and the residents of Leander, Texas, that the City of Leander has a comprehensive short- and long-term plan to manage water system treatment capacity and demand.

On October 15, 2021, the City Manager presented recommendations and updates to Leander City Council for meeting water delivery needs and confirming development capacity in the city. In addition, the Sixth Amendment to the BCRUA Master Contract dated December 15, 2021, established a maximum daily capacity and a maximum instantaneous delivery rate for each BCRUA participating city to include Cedar Park, Leander, and Round Rock.

On April 29, 2022, the City Manager presented an addendum to the October 15, 2021, water system recommendations with updates describing the City's planned strategic conservation efforts in preparation for anticipated Summer 2022 water demand increases.

RECOMMENDATION:

Staff recommends Council approval of the Resolution supporting a comprehensive plan for the management of water system treatment capacity and demand.

Attachments

1. Resolution of Support
2. 2022 CM Memo Addendum
3. 2021 CM Memo

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, SUPPORTING A COMPREHENSIVE PLAN FOR THE MANAGEMENT OF WATER SYSTEM TREATMENT CAPACITY AND DEMAND, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the cities of Cedar Park, Leander, and Round Rock are participating cities in the Brushy Creek Regional Utility Authority, Inc. (BCRUA); and

WHEREAS, on October 15, 2021, the City Manager presented recommendations and updates to Leander City Council for meeting water delivery needs and confirming development capacity in the city; and

WHEREAS, the Sixth Amendment to the Master Contract for the financing, construction, and operation of the BCRUA Regional Water Treatment and Distribution Project, dated and entered into as of December 15, 2021, established a maximum daily capacity and a maximum instantaneous delivery rate for each BCRUA participating city; and

WHEREAS, on April 29, 2022, the City Manager presented an addendum to the October 15, 2021, water system recommendations with updates describing the City's planned strategic conservation efforts in preparation for anticipated Summer 2022 water demand increases; and

WHEREAS, the Leander City Council desires to communicate to BCRUA partner cities and the residents of Leander, Texas, that the City of Leander has a comprehensive short- and long-term plan to manage water system treatment capacity and demand.

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

Leander City Council supports the City Manager's recommendations presented in the memorandum dated October 15, 2021, to successfully address Leander's water needs in both the short- and long-term; as well as the recommendations and updates presented in the memorandum addendum dated April 29, 2022, outlining the City of Leander's planned actions for management of the public water system and related conservation efforts through Summer 2022.

DULY PASSED AND APPROVED this the 5th day of May, 2022.

CITY OF LEANDER, TEXAS

____
Christine DeLisle, Mayor

ATTEST:

____
Dara Crabtree, City Secretary

ADDENDUM

April 29, 2022
RE: Water Management Plan for Summer 2022

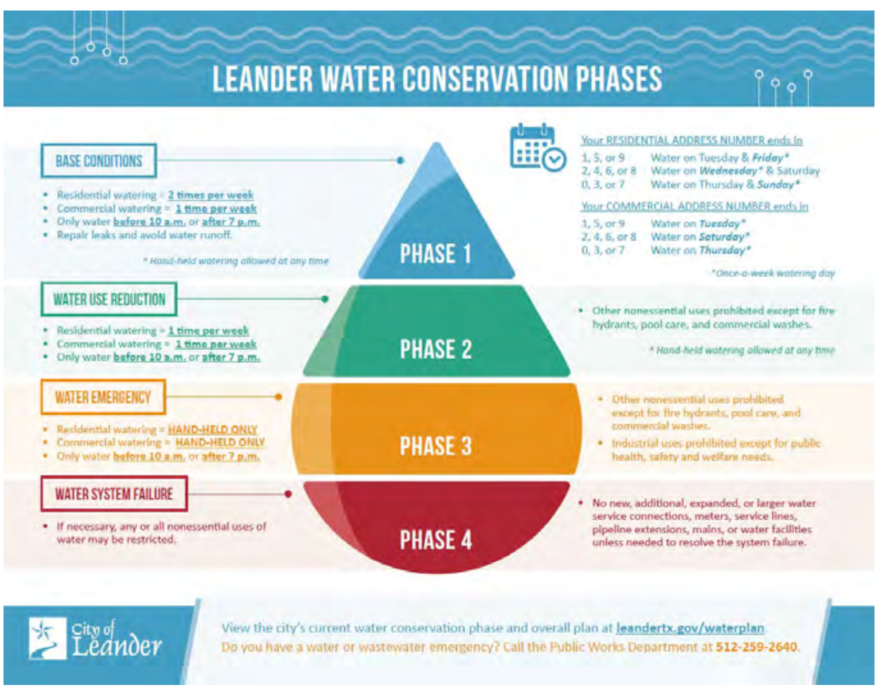
Honorable Mayor and Council:

Please consider this memorandum to be my addendum to the recommendations shared with you on Oct. 15, 2021, regarding the City's comprehensive water management plan.

In March 2021, Council approved an update to the Water Conservation and Drought Contingency Plan, which improves our ability to manage and monitor peak-day water demands caused by residential irrigation during the spring and summer months. As we head into this summer, our efforts will focus on minimizing critical peak-day ***and*** peak-hour water demands by working strategically with our commercial customers, and by educating our residential community.

Conservation phase communications

At a minimum, the City will continue with Phase 2 requirements of once-per-week watering throughout the summer. This consistency will help us focus more on improving public awareness and compliance with our conservation efforts. The conservation phase guide shown below will be distributed by mail in May 2022 to nearly all City commercial and residential water customers.



Conservation information will be published on the City's website, social media channels, and shared with local Homeowners Association contacts for distribution across additional HOA newsletters and ongoing resident communications.

Conservation Program Coordinator

We have already started the process of recruiting for a new Conservation Program Coordinator position, which will operate within the Public Works Department. The position will be responsible for coordinating energy, water, and natural resource conservation programs, projects, and plans. Overall, the coordinator will supplement ongoing communications by assisting with the pilot irrigation program and promoting water conservation to utility customers and other groups through educational activities and similar outreach efforts. Our recruitment timeline for this full-time position is shown below:

- April 22 --- Position posted (minimum 2 weeks)
- Platforms --- NeoGov, GovtJobs, WorkInTexas, TML, SGR, TWC, Handshake, LinkedIn, AWWA, Jobs for Vets, Texas Govt Insider, Indeed, Austin Contractors/Engs.
- Process --- Interview candidates as applications are received
- Hire dates --- Earliest possible includes May 23, May 31, or June 6

Irrigation from commercial & public customers

City staff has already started targeting a segment of our water customer base to include properties and/or accounts with water meters that are used exclusively for landscape irrigation purposes. Multifamily property common areas, Homeowners Association common areas, and public entity (i.e. Leander ISD, City of Leander) fields and facilities will be our areas of focus. Staff is strategically communicating with known contacts among this group already to confirm that anticipated summer watering schedules:

- Will follow the City's current water conservation standards.
- Do not exacerbate typical peak-hour system demands.
- Are monitored and can be adjusted to conserve water wherever possible.

The Public Works Department also will work with a licensed third-party irrigation system professional to assist with recommendations, guidance, and onsite support for commercial and public customers. Additional strategic actions for the City will include:

- Reduction of raw water delivery to the Travisso Wastewater Plant pond.
- Reduction of non-critical flushing points across the City's water system.
- Optimization of the timing of water system tie-ins and flushing for new construction.

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

RE: Summer 2022

Conservation phase escalation

Throughout the summer, Public Works Department staff will monitor total daily water demand. Internal discussions about escalation from Phase 2 to Phase 3 will start when demands, run times, storage tank levels, and/or peaking hours at BCRUA, Sandy Creek WTP and Crystal Falls Pump Station exceed 90% of system treatment capacity for two consecutive days. In terms of overall water use, 90% of daily demand would be equivalent to about 9 MGD at Sandy Creek WTP and 13.5 MGD at BCRUA.

According to our Water Conservation and Drought Contingency Plan ordinance, Phase 3 will be triggered when one or more of the following occurs:

1. Total daily water demand equals or exceeds 95% of the total operation system treatment capacity for three (3) consecutive days;
2. Total daily water demand equals or exceeds 95% of firm capacity of key pump stations for three (3) consecutive days;
3. LCRA general manager or board declares a water emergency;
4. The city manager or city manager's designee determines that Phase 3 response measures are necessary to protect public health, safety, and welfare.

Bottom line -- City staff will utilize all available resources to manage flows, run times, and peaking hours to curb or reduce demand in an effort to prevent an escalation of conservation phases.

BCRUA communications

On March 24, BCRUA General Manager Karen Bondy requested additional information regarding current and anticipated management of City of Leander peak demands at the BCRUA Water Treatment Plant, and peaking factor was a focus of the BCRUA Operations Committee discussion on July 28, 2021. Enclosed in this addendum are documents showing the various distributions of water among Leander's take points and affiliated treatment facilities. Maximum plant capacities and delivery rates are shown in Exhibit F of the 6th Amendment to the BCRUA Master Contract.

Exhibit F
BCRUA Regional Water Project
Maximum Capacities and Delivery Rates - November 17, 2021

	Maximum Daily Capacity Phase 1B (MGD)	Maximum Daily Capacity Phase 1C (MGD)	Maximum Daily Capacity Phase 1D (MGD)	% of Capacity	Maximum Instantaneous Rate 1B (GPM)	Maximum Instantaneous Rate 1C (GPM)	Maximum Instantaneous Rate 1D (GPM)
Cedar Park	5.6	8.67	11.17	26.67	3,889	6,021	7,757
Leander	9.8	15.16	19.56	46.67	6,806	10,528	13,583
Round Rock	5.6	8.67	11.17	26.67	3,889	6,021	7,757
Total	**21.00**	**32.50**	**41.90**	**100**	**14,584**	**22,570**	**29,090**

CITY OF LEANDER, TEXAS | P. (512) 528-2700 | F. (512) 690-2193 | LEANDERTX.GOV

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

RE: Summer 2022

Please note that all BCRUA partner cities are still in discussion about the BCRUA peaking factor, and City staff has requested more information about the definition of instantaneous flow rate. While BCRUA has provided some process information, City staff is still unclear how instantaneous flow rate is calculated using existing water plant data. We will continue meeting with Karen Bondy and the BCRUA Operations Committee to make progress on this issue.

In addition to meeting regularly with BCRUA Operations Committee members over the last several months, City staff has scheduled regular appointments to brief with Councilmember Na'Cole Thompson on these issues. As the BCRUA Board President and our elected Leander representative, staff will update her on all discussions in preparation for future BCRUA Board Meeting presentations, discussions, and/or possible actions.

Sincerely,

Richard B. Beverlin, III
City Manager

Encls.

1. Water Phases Mailer
2. Leander Water Use MGD
3. Leander Wholesale Delivery MGD
4. BCRUA Take Point Report
5. BCRUA Hourly Average (April 17, 2022)
6. BCRUA Peaking Factor Presentation
7. BCRUA 6th Amendment to Master Contract

CITY OF LEANDER, TEXAS | P. (512) 528-2700 | F. (512) 690-2193 | LEANDERTX.GOV

LEANDER WATER CONSERVATION PHASES

PHASE 1

BASE CONDITIONS

- Residential watering = <u>2 times per week</u>
- Commercial watering = <u>1 time per week</u>
- Only water **<u>before 10 a.m.</u>** or **<u>after 7 p.m.</u>**
- Repair leaks and avoid water runoff.

^ Hand-held watering allowed at any time

<u>Your RESIDENTIAL ADDRESS NUMBER ends in</u>

1, 5, or 9	Water on Tuesday & ***Friday****
2, 4, 6, or 8	Water on ***Wednesday**** & Saturday
0, 3, or 7	Water on Thursday & ***Sunday****

<u>Your COMMERCIAL ADDRESS NUMBER ends in</u>

1, 5, or 9	Water on ***Tuesday****
2, 4, 6, or 8	Water on ***Saturday****
0, 3, or 7	Water on ***Thursday****

**Once-a-week watering day*

PHASE 2

WATER USE REDUCTION

- Residential watering = <u>1 time per week</u>
- Commercial watering = <u>1 time per week</u>
- Only water **<u>before 10 a.m.</u>** or **<u>after 7 p.m.</u>**

- Other nonessential uses prohibited except for fire hydrants, pool care, and commercial washes.

^ Hand-held watering allowed at any time

PHASE 3

WATER EMERGENCY

- Residential watering = **<u>HAND-HELD ONLY</u>**
- Commercial watering = **<u>HAND-HELD ONLY</u>**
- Only water **<u>before 10 a.m.</u>** or **<u>after 7 p.m.</u>**

- Other nonessential uses prohibited except for fire hydrants, pool care, and commercial washes.
- Industrial uses prohibited except for public health, safety and welfare needs.

PHASE 4

WATER SYSTEM FAILURE

- If necessary, any or all nonessential uses of water may be restricted.

- No new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water facilities unless needed to resolve the system failure.

City of Leander

View the city's current water conservation phase and overall plan at **<u>leandertx.gov/waterplan</u>**.
Do you have a water or wastewater emergency? Call the Public Works Department at **512-259-2640**.

WATER CONSERVATION TIPS

- Set your irrigation system to reflect current watering days and times, and check for leaks or runoff.
- Check faucets and pipes for leaks.
- Stop using your toilet as a wastebasket.
- Install water-saving shower heads or flow restrictors.
- Turn off the water while brushing your teeth.
- Use your automatic dishwasher for full loads only.

>> View more water conservation tips at leandertx.gov/waterplan.

CITY OF LEANDER, TEXAS
P.O. BOX 319
LEANDER, TEXAS 78646-0319

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WATER UPDATE

YOUR GUIDE to the City of Leander

WATER CONSERVATION PLAN

- Our water conservation phases are shown inside
- See our current phase at leandertx.gov/waterplan
- Save this guide for future reference

>> Did you know the City of Leander presented its water system update at a Leander City Council regular meeting on April 21, 2022? Watch the video at leandertx.gov/video.

JANUARY

	Date	BCRUA Takepoints				BCRUA	SCWTP	TOTAL
		Raw	Ronald Reagan	Travisso	Bagdad			
		MGD	MGD	MGD	MGD	MGD	MGD	MGD
Saturday, January 01, 2022	1		3.041	2.606		5.647	1.0	6.647
Sunday, January 02, 2022	2		3.756	2.560		6.316	1.2	7.516
Monday, January 03, 2022	3		3.159	2.525		5.684	2.1	7.784
Tuesday, January 04, 2022	4		3.556	2.469		6.025	1.2	7.225
Wednesday, January 05, 2022	5		3.013	2.711		5.724	2.1	7.824
Thursday, January 06, 2022	6		3.744	2.563		6.307	1.5	7.807
Friday, January 07, 2022	7		2.704	2.442		5.146	2.1	7.246
Saturday, January 08, 2022	8		3.389	2.643		6.032	0.5	6.532
Sunday, January 09, 2022	9		3.191	2.440		5.631	1.7	7.331
Monday, January 10, 2022	10		3.539	2.597		6.136	2.1	8.236
Tuesday, January 11, 2022	11		3.017	2.431		5.448	1.1	6.548
Wednesday, January 12, 2022	12		2.636	2.508		5.144	1.1	6.244
Thursday, January 13, 2022	13		3.495	2.477		5.972	1.5	7.472
Friday, January 14, 2022	14		2.872	2.571		5.443	1.8	7.243
Saturday, January 15, 2022	15		3.414	2.661		6.075	1.6	7.675
Sunday, January 16, 2022	16		3.151	2.572		5.723	2.2	7.923
Monday, January 17, 2022	17		3.239	2.579		5.818	2.0	7.818
Tuesday, January 18, 2022	18		3.470	2.603	0.102	6.175	1.6	7.775
Wednesday, January 19, 2022	19		3.204	2.505	0.102	5.811	1.8	7.611
Thursday, January 20, 2022	20		3.537	2.088	0.102	5.727	1.5	7.227
Friday, January 21, 2022	21		2.782	2.185	0.102	5.069	1.9	6.969
Saturday, January 22, 2022	22		3.054	2.184	0.102	5.340	1.5	6.840
Sunday, January 23, 2022	23		3.298	2.267	0.102	5.667	1.9	7.567
Monday, January 24, 2022	24		2.575	2.194	0.102	4.871	1.4	6.271
Tuesday, January 25, 2022	25		3.263	2.157	0.202	5.622	1.2	6.822
Wednesday, January 26, 2022	26		2.849	2.172	0.232	5.253	1.5	6.753
Thursday, January 27, 2022	27		2.870	2.089		4.959	1.7	6.659
Friday, January 28, 2022	28		3.584	2.258		5.842	1.7	7.542
Saturday, January 29, 2022	29		2.773	2.260		5.033	1.6	6.633
Sunday, January 30, 2022	30		3.704	2.238		5.942	1.8	7.742
Monday, January 31, 2022	31		2.656	2.115		4.771	1.4	6.171

	Raw	Ronald Reagan	Travisso	Bagdad	BCRUA	SCWTP	TOTAL	
Total	0.000	98.535	74.670	1.148	174.353	49.300	223.653	
Average	#DIV/0!	3.179	2.409	0.128	5.624	1.610	7.215	←
Max	0.000	3.756	2.711	0.232	6.316	2.200	8.236	←
Min	0.000	2.575	2.088	0.102	4.771	0.500	6.171	

FEBRUARY

	Date	BCRUA Takepoints				BCRUA	SCWTP	TOTAL
		Raw	Ronald Reagan	Travisso	Bagdad			
		MGD	MGD	MGD	MGD	MGD	MGD	MGD
Tuesday, February 01, 2022	1		3.352	2.151		5.503	1.1	6.603
Wednesday, February 02, 2022	2		2.688	2.089		4.777	1.5	6.277
Thursday, February 03, 2022	3		2.881	2.169		5.050	1.1	6.150
Friday, February 04, 2022	4		3.653	2.239		5.892	2.0	7.892
Saturday, February 05, 2022	5		3.483	2.250		5.733	2.0	7.733
Sunday, February 06, 2022	6		3.433	2.218		5.651	1.2	6.851
Monday, February 07, 2022	7		2.743	2.200		4.943	1.7	6.643
Tuesday, February 08, 2022	8		2.853	1.912		4.765	1.6	6.365
Wednesday, February 09, 2022	9		3.444	2.234		5.678	2.9	8.578
Thursday, February 10, 2022	10		3.274	2.195		5.469	1.5	6.969
Friday, February 11, 2022	11		2.509	2.161		4.670	2.5	7.170
Saturday, February 12, 2022	12		2.522	2.245		4.767	2.0	6.767
Sunday, February 13, 2022	13		2.923	1.937		4.860	2.3	7.160
Monday, February 14, 2022	14		2.542	2.226		4.768	2.5	7.268
Tuesday, February 15, 2022	15		3.169	2.170		5.339	2.2	7.539
Wednesday, February 16, 2022	16		2.465	2.300		4.765	2.2	6.965
Thursday, February 17, 2022	17		2.973	2.173		5.146	2.5	7.646
Friday, February 18, 2022	18		2.674	2.170		4.844	2.6	7.444
Saturday, February 19, 2022	19		2.490	2.433		4.923	2.4	7.323
Sunday, February 20, 2022	20		3.156	2.270		5.426	2.3	7.726
Monday, February 21, 2022	21		2.590	2.326		4.916	2.3	7.216
Tuesday, February 22, 2022	22		3.191	2.301		5.492	2.1	7.592
Wednesday, February 23, 2022	23		2.471	2.158		4.629	2.1	6.729
Thursday, February 24, 2022	24		2.339	2.189		4.528	1.8	6.328
Friday, February 25, 2022	25		2.344	2.109		4.453	2.2	6.653
Saturday, February 26, 2022	26		3.000	2.209		5.209	2.1	7.309
Sunday, February 27, 2022	27		1.760	2.146		3.906	2.2	6.106
Monday, February 28, 2022	28		3.040	1.945		4.985	2.3	7.285

	Raw	Ronald Reagan	Travisso	Bagdad	BCRUA	SCWTP	TOTAL	
Total	0.000	79.962	61.125	0.000	141.087	57.200	198.287	
Average	#DIV/0!	2.856	2.183	#DIV/0!	5.039	2.043	7.082	←
Max	0.000	3.653	2.433	0.000	5.892	2.900	8.578	←
Min	0.000	1.760	1.912	0.000	3.906	1.100	6.106	

MARCH

	Date	Raw	Ronald Reagan	Travisso	Bagdad	BCRUA	SCWTP	TOTAL
		BCRUA Takepoints				BCRUA	SCWTP	TOTAL
		MGD	MGD	MGD	MGD	MGD	MGD	MGD
Tuesday, March 01, 2022	1		2.856	1.814		4.670	2.6	7.270
Wednesday, March 02, 2022	2		2.693	2.369		5.062	2.7	7.762
Thursday, March 03, 2022	3		3.069	2.332		5.401	2.9	8.301
Friday, March 04, 2022	4		2.735	2.376		5.111	2.7	7.811
Saturday, March 05, 2022	5		2.728	2.353	0.058	5.139	2.5	7.639
Sunday, March 06, 2022	6		2.719	2.345		5.064	2.8	7.864
Monday, March 07, 2022	7		2.790	2.373		5.163	2.6	7.763
Tuesday, March 08, 2022	8		2.984	2.295		5.279	2.8	8.079
Wednesday, March 09, 2022	9		2.815	2.327		5.142	3.0	8.142
Thursday, March 10, 2022	10		3.120	2.267	0.082	5.469	2.8	8.269
Friday, March 11, 2022	11		3.490	2.311		5.801	2.7	8.501
Saturday, March 12, 2022	12		2.686	2.282		4.968	2.5	7.468
Sunday, March 13, 2022	13		2.674	2.179		4.853	2.1	6.953
Monday, March 14, 2022	14		3.047	2.441		5.488	3.2	8.688
Tuesday, March 15, 2022	15		3.472	2.414		5.886	3.4	9.286
Wednesday, March 16, 2022	16		3.556	2.503		6.059	3.5	9.559
Thursday, March 17, 2022	17		3.084	2.407	0.082	5.573	3.5	9.073
Friday, March 18, 2022	18		4.153	2.440		6.593	3.2	9.793
Saturday, March 19, 2022	19		2.992	2.455		5.447	4.0	9.447
Sunday, March 20, 2022	20		3.065	2.333		5.398	3.3	8.698
Monday, March 21, 2022	21		3.789	2.376		6.165	2.8	8.965
Tuesday, March 22, 2022	22		2.761	2.292		5.053	2.7	7.753
Wednesday, March 23, 2022	23		3.405	2.480	0.081	5.966	3.8	9.766
Thursday, March 24, 2022	24		3.801	2.402	0.082	6.285	3.8	10.085
Friday, March 25, 2022	25		3.161	2.471		5.632	3.2	8.832
Saturday, March 26, 2022	26		3.757	2.535		6.292	4.9	11.192
Sunday, March 27, 2022	27		3.736	2.548		6.284	4.5	10.784
Monday, March 28, 2022	28		3.463	2.620		6.083	4.8	10.883
Tuesday, March 29, 2022	29		4.301	2.438	0.082	6.821	3.4	10.221
Wednesday, March 30, 2022	30		3.011	2.480		5.491	3.9	9.391
Thursday, March 31, 2022	31		3.748	2.553		6.301	4.3	10.601

	Raw	Ronald Reagan	Travisso	Bagdad	BCRUA	SCWTP	TOTAL	
Total	0.000	99.661	73.811	0.467	173.939	100.900	274.839	
Average	#DIV/0!	3.215	2.381	0.078	5.611	3.255	8.866	←
Max	0.000	4.301	2.620	0.082	6.821	4.900	11.192	←
Min	0.000	2.674	1.814	0.058	4.670	2.100	6.953	

APRIL

	Date	BCRUA Takepoints				BCRUA	SCWTP	TOTAL
		Raw	Ronald Reagan	Travisso	Bagdad			
		MGD	MGD	MGD	MGD	MGD	MGD	MGD
Friday, April 01, 2022	1		4.435	2.070		6.505	5.5	12.005
Saturday, April 02, 2022	2		5.590	1.834		7.424	5.3	12.724
Sunday, April 03, 2022	3		5.277	1.823	0.082	7.182	6.0	13.182
Monday, April 04, 2022	4		4.476	2.169		6.645	4.0	10.645
Tuesday, April 05, 2022	5		4.746	2.742		7.488	5.6	13.088
Wednesday, April 06, 2022	6		5.157	2.885		8.042	5.7	13.742
Thursday, April 07, 2022	7		4.710	2.842	0.081	7.633	5.3	12.933
Friday, April 08, 2022	8		5.489	3.224		8.713	5.0	13.713
Saturday, April 09, 2022	9		5.637	3.156		8.793	5.0	13.793
Sunday, April 10, 2022	10		5.648	3.149		8.797	5.2	13.997
Monday, April 11, 2022	11		5.226	3.230		8.456	4.9	13.356
Tuesday, April 12, 2022	12		5.245	3.181	0.101	8.527	4.0	12.527
Wednesday, April 13, 2022	13		5.257	3.336	0.102	8.695	5.8	14.495
Thursday, April 14, 2022	14		5.141	3.348		8.489	4.9	13.389
Friday, April 15, 2022	15		6.120	3.368		9.488	5.1	14.588
Saturday, April 16, 2022	16		4.894	3.267		8.161	4.6	12.761
Sunday, April 17, 2022	17		5.748	3.237	0.101	9.086	5.4	14.486
Monday, April 18, 2022	18		5.285	3.363		8.648	4.8	13.448
Tuesday, April 19, 2022	19		5.573	3.235		8.808	4.7	13.508
Wednesday, April 20, 2022	20		5.409	3.277		8.686	5.3	13.986
Thursday, April 21, 2022	21		4.871	3.212		8.083	4.6	12.683
Friday, April 22, 2022	22		5.592	3.328		8.920	4.7	13.620
Saturday, April 23, 2022	23		5.631	3.348		8.979	4.6	13.579
Sunday, April 24, 2022	24		5.741	3.168		8.909	5.4	14.309
Monday, April 25, 2022	25		3.774	2.987		6.761	2.4	9.161
Tuesday, April 26, 2022	26		3.249	2.873		6.122	2.8	8.922
Wednesday, April 27, 2022	27		4.055	3.326		7.381	5.0	12.381
Thursday, April 28, 2022	28		3.701	3.161		6.862	3.6	10.462
Friday, April 29, 2022	29							
Saturday, April 30, 2022	30							

	Raw	Ronald Reagan	Travisso	Bagdad	BCRUA	SCWTP	TOTAL	
Total	0.000	141.677	84.139	0.467	226.283	135.200	361.483	
Average	#DIV/0!	5.060	3.005	0.093	8.082	4.829	12.910	←
Max	0.000	6.120	3.368	0.102	9.488	6.000	14.588	←
Min	0.000	3.249	1.823	0.081	6.122	2.400	8.922	

JANUARY

	Date	City of Liberty Hill Take Point MGD	City of Georgetown Take Point MGD	TOTAL MGD
Saturday, January 01, 2022	1	0.241		0.241
Sunday, January 02, 2022	2	0.253		0.253
Monday, January 03, 2022	3	0.292		0.292
Tuesday, January 04, 2022	4	0.623		0.623
Wednesday, January 05, 2022	5	0.378		0.378
Thursday, January 06, 2022	6	0.393		0.393
Friday, January 07, 2022	7	0.302		0.302
Saturday, January 08, 2022	8	0.306		0.306
Sunday, January 09, 2022	9	0.801		0.801
Monday, January 10, 2022	10	0.982		0.982
Tuesday, January 11, 2022	11	0.496		0.496
Wednesday, January 12, 2022	12	0.144		0.144
Thursday, January 13, 2022	13	0.201		0.201
Friday, January 14, 2022	14	0.315		0.315
Saturday, January 15, 2022	15	1.082		1.082
Sunday, January 16, 2022	16	1.210		1.210
Monday, January 17, 2022	17	1.201		1.201
Tuesday, January 18, 2022	18	0.396		0.396
Wednesday, January 19, 2022	19	0.366		0.366
Thursday, January 20, 2022	20	0.333		0.333
Friday, January 21, 2022	21	0.347		0.347
Saturday, January 22, 2022	22	0.281		0.281
Sunday, January 23, 2022	23	0.305		0.305
Monday, January 24, 2022	24	0.307		0.307
Tuesday, January 25, 2022	25	0.276		0.276
Wednesday, January 26, 2022	26	0.124		0.124
Thursday, January 27, 2022	27	0.234		0.234
Friday, January 28, 2022	28	0.226		0.226
Saturday, January 29, 2022	29	0.376		0.376
Sunday, January 30, 2022	30	0.324		0.324
Monday, January 31, 2022	31	0.278		0.278

	Liberty Hill	Georgetown	TOTAL	
Total	13.393	0.000	13.393	
Average	0.432	#DIV/0!	0.432	
Max	1.210	0.000	1.210	←
Min	0.124	0.000	0.124	

FEBRUARY

	Date	City of Liberty Hill Take Point MGD	City of Georgetown Take Point MGD	TOTAL MGD
Tuesday, February 01, 2022	1	0.256		0.256
Wednesday, February 02, 2022	2	0.253		0.253
Thursday, February 03, 2022	3	0.211		0.211
Friday, February 04, 2022	4	0.253		0.253
Saturday, February 05, 2022	5	0.589		0.589
Sunday, February 06, 2022	6	0.344		0.344
Monday, February 07, 2022	7	0.259		0.259
Tuesday, February 08, 2022	8	0.232		0.232
Wednesday, February 09, 2022	9	0.269		0.269
Thursday, February 10, 2022	10	0.245		0.245
Friday, February 11, 2022	11	0.240		0.240
Saturday, February 12, 2022	12	0.247		0.247
Sunday, February 13, 2022	13	0.199		0.199
Monday, February 14, 2022	14	0.219		0.219
Tuesday, February 15, 2022	15	0.329		0.329
Wednesday, February 16, 2022	16	0.450		0.450
Thursday, February 17, 2022	17	0.137		0.137
Friday, February 18, 2022	18	0.278		0.278
Saturday, February 19, 2022	19	0.181		0.181
Sunday, February 20, 2022	20	0.180		0.180
Monday, February 21, 2022	21	0.148		0.148
Tuesday, February 22, 2022	22	0.260		0.260
Wednesday, February 23, 2022	23	0.164		0.164
Thursday, February 24, 2022	24	0.206		0.206
Friday, February 25, 2022	25	0.276		0.276
Saturday, February 26, 2022	26	0.382		0.382
Sunday, February 27, 2022	27	0.260		0.260
Monday, February 28, 2022	28	0.329		0.329

Total	7.396	0.000	7.396	
Average	0.264	#DIV/0!	0.264	
Max	0.589	0.000	0.589	←
Min	0.137	0.000	0.137	

MARCH

	Date	City of Liberty Hill Take Point MGD	City of Georgetown Take Point MGD	TOTAL MGD
Tuesday, March 01, 2022	1	0.245		0.245
Wednesday, March 02, 2022	2	0.218		0.218
Thursday, March 03, 2022	3	0.316		0.316
Friday, March 04, 2022	4	0.353		0.353
Saturday, March 05, 2022	5	0.443		0.443
Sunday, March 06, 2022	6	0.374		0.374
Monday, March 07, 2022	7	0.335		0.335
Tuesday, March 08, 2022	8	0.459		0.459
Wednesday, March 09, 2022	9	0.328		0.328
Thursday, March 10, 2022	10	0.442		0.442
Friday, March 11, 2022	11	0.739		0.739
Saturday, March 12, 2022	12	0.343		0.343
Sunday, March 13, 2022	13	0.280		0.280
Monday, March 14, 2022	14	0.305		0.305
Tuesday, March 15, 2022	15	0.373		0.373
Wednesday, March 16, 2022	16	0.370		0.370
Thursday, March 17, 2022	17	0.350		0.350
Friday, March 18, 2022	18	0.461		0.461
Saturday, March 19, 2022	19	0.481		0.481
Sunday, March 20, 2022	20	0.419		0.419
Monday, March 21, 2022	21	0.457		0.457
Tuesday, March 22, 2022	22	0.421		0.421
Wednesday, March 23, 2022	23	0.452		0.452
Thursday, March 24, 2022	24	0.449		0.449
Friday, March 25, 2022	25	0.399		0.399
Saturday, March 26, 2022	26	0.562		0.562
Sunday, March 27, 2022	27	0.658		0.658
Monday, March 28, 2022	28	0.618		0.618
Tuesday, March 29, 2022	29	0.528		0.528
Wednesday, March 30, 2022	30	0.414		0.414
Thursday, March 31, 2022	31	0.492		0.492

	City of Liberty Hill	City of Georgetown	TOTAL
Total	11.650	0.000	13.084
Average	0.416	#DIV/0!	0.422
Max	0.739	0.000	0.739 ←
Min	0.218	0.000	0.218

APRIL

	Date	City of Liberty Hill Take Point	City of Georgetown Take Point	TOTAL
	Date	MGD	MGD	MGD
Friday, April 01, 2022	1	0.413		0.413
Saturday, April 02, 2022	2	0.407	1.900	2.307
Sunday, April 03, 2022	3	0.663	1.698	2.361
Monday, April 04, 2022	4	0.462	0.804	1.266
Tuesday, April 05, 2022	5	0.445	0.773	1.218
Wednesday, April 06, 2022	6	0.551	0.670	1.221
Thursday, April 07, 2022	7	0.607	0.734	1.341
Friday, April 08, 2022	8	0.554	1.415	1.970
Saturday, April 09, 2022	9	0.501	1.847	2.348
Sunday, April 10, 2022	10	0.424	1.972	2.395
Monday, April 11, 2022	11	0.527	1.606	2.133
Tuesday, April 12, 2022	12	0.558	1.263	1.821
Wednesday, April 13, 2022	13	0.644	1.186	1.830
Thursday, April 14, 2022	14	0.486	1.062	1.548
Friday, April 15, 2022	15	0.545	2.044	2.589
Saturday, April 16, 2022	16	0.452	1.355	1.807
Sunday, April 17, 2022	17	0.486	1.767	2.253
Monday, April 18, 2022	18	0.497	1.816	2.313
Tuesday, April 19, 2022	19	0.613	1.823	2.436
Wednesday, April 20, 2022	20	0.481	1.769	2.250
Thursday, April 21, 2022	21	0.538	1.183	1.721
Friday, April 22, 2022	22	0.522	1.403	1.925
Saturday, April 23, 2022	23	0.615	1.872	2.487
Sunday, April 24, 2022	24	0.441	2.067	2.508
Monday, April 25, 2022	25	0.442	1.094	1.536
Tuesday, April 26, 2022	26	0.405	0.562	0.967
Wednesday, April 27, 2022	27	0.471		0.471
Thursday, April 28, 2022	28	0.627	0.007	0.634
Friday, April 29, 2022	29			
Saturday, April 30, 2022	30			

Total	14.377	35.693	50.070
Average	0.513	1.322	1.669
Max	0.663	2.067	2.589 ←
Min	0.405		

Water Treatment Facility

Take Point Daily Report

April 2022

Date	Leander 12" Raw MGD	Leander RR MGD	Leander 2 SC 24" MGD	Leander 2 Travisso MGD	Leander Bagdad MGD	Leander Peak Hour MGD	Leander % Peak Hour Capacity MGD	Leander Total MGD	Leander % Delivered MGD	Leander % Capacity	Cedar Park MGD	Cedar Park Peak Hourly MGD	Cedar Park % Peak Hour Capacity MGD	Cedar Park Total MGD	Cedar Park % Delivered MGD	Cedar Park % Capacity	Round Rock 12 MGD	Round Rock 30 MGD	Round Rock Peak Hourly MGD	Round Rock % Peak Hour Capacity MGD	Round Rock Total MGD	Round Rock % Delivered MGD	Round Rock % Capacity	Total Delivered MGD
1		4.435		2.070		10.469	69%	6.505	74%	43%	1.016	1.048	12%	1.016	12%	12%	0.691	0.566	4.023	46%	1.257	14%	15%	8.78
2		5.590		1.834		10.536	69%	7.424	81%	49%	1.010	1.045	12%	1.010	11%	12%	0.764		1.404	16%	0.764	8%	9%	9.20
3		5.277		1.823	0.082	10.624	70%	7.182	80%	47%	1.019	1.052	12%	1.019	11%	12%	0.766		1.468	17%	0.766	9%	9%	8.97
4		4.476		2.171		10.212	67%	6.647	75%	44%	1.020	1.055	12%	1.020	12%	12%	0.591	0.555	3.793	44%	1.146	13%	13%	8.81
5		4.746		2.742		11.946	79%	7.488	75%	49%	1.019	1.059	12%	1.019	10%	12%	0.883	0.533	4.531	52%	1.416	14%	16%	9.92
6		5.157		2.886		11.103	73%	8.043	78%	53%	1.014	1.049	12%	1.014	10%	12%	0.830	0.367	4.455	51%	1.197	12%	14%	10.25
7		4.710		2.842	0.081	12.316	81%	7.633	81%	50%	1.017	1.055	12%	1.017	11%	12%	0.788		1.706	20%	0.788	8%	9%	9.44
8		5.489		3.218		12.901	85%	8.707	79%	57%	1.010	1.043	12%	1.010	9%	12%	0.778	0.468	3.814	44%	1.246	11%	14%	10.96
9		5.637		3.156		12.563	83%	8.793	82%	58%	1.020	1.065	12%	1.020	10%	12%	0.890		1.739	20%	0.890	8%	10%	10.70
10		5.648		3.149		12.798	84%	8.797	83%	58%	1.020	1.053	12%	1.020	10%	12%	0.837		1.507	17%	0.837	8%	10%	10.65
11		5.226		3.229		12.760	84%	8.455	78%	56%	1.017	1.058	12%	1.017	9%	12%	0.669	0.738	3.595	41%	1.407	13%	16%	10.88
12		5.245		3.183	0.101	12.657	83%	8.529	82%	56%	1.022	1.057	12%	1.022	10%	12%	0.833		1.926	22%	0.833	8%	10%	10.38
13		5.247		3.335	0.102	13.601	90%	8.684	79%	57%	1.024	1.052	12%	1.024	9%	12%	0.894	0.435	5.041	58%	1.329	12%	15%	11.04
14		5.141		3.347		12.833	85%	8.488	82%	56%	1.018	1.055	12%	1.018	10%	12%	0.825		1.701	20%	0.825	8%	10%	10.33
15		6.120		3.368		13.759	91%	9.488	79%	63%	1.018	1.057	12%	1.018	9%	12%	0.881	0.556	4.731	55%	1.437	12%	17%	11.94
16		4.894		3.267		13.360	88%	8.161	81%	54%	1.021	1.054	12%	1.021	10%	12%	0.893		1.820	21%	0.893	9%	10%	10.08
17		5.748		3.237	0.101	13.151	87%	9.086	83%	60%	1.020	1.050	12%	1.020	9%	12%	0.829		1.676	19%	0.829	8%	10%	10.94
18		5.285		3.363		13.201	87%	8.648	80%	57%	1.017	1.049	12%	1.017	9%	12%	0.703	0.468	3.984	46%	1.171	11%	14%	10.84
19		5.573		3.236		12.877	85%	8.809	82%	58%	1.016	1.059	12%	1.016	9%	12%	0.897	0.047	2.336	27%	0.944	9%	11%	10.77
20		5.409		3.277		14.020	92%	8.686	83%	57%	1.025	1.057	12%	1.025	10%	12%	0.817		1.716	20%	0.817	8%	9%	10.53
21		4.871		3.212		13.176	87%	8.083	82%	53%	1.017	1.058	12%	1.017	10%	12%	0.775		1.744	20%	0.775	8%	9%	9.88
22		5.592		3.328		13.003	86%	8.920	78%	59%	1.018	1.044	12%	1.018	9%	12%	0.805	0.632	3.843	44%	1.437	13%	17%	11.38
23		5.631		3.349		13.445	89%	8.980	83%	59%	1.018	1.047	12%	1.018	9%	12%	0.857		1.735	20%	0.857	8%	10%	10.86
24		5.741		3.168		12.889	85%	8.909	83%	59%	1.025	1.061	12%	1.025	10%	12%	0.803		1.659	19%	0.803	7%	9%	10.74
25								0.000	#DIV/0!					0.000	#DIV/0!						0.000	#DIV/0!		0.00
26								0.000	#DIV/0!					0.000	#DIV/0!						0.000	#DIV/0!		0.00
27								0.000	#DIV/0!					0.000	#DIV/0!						0.000	#DIV/0!		0.00
28								0.000	#DIV/0!					0.000	#DIV/0!						0.000	#DIV/0!		0.00
29								0.000	#DIV/0!					0.000	#DIV/0!						0.000	#DIV/0!		0.00
30								0.000	#DIV/0!					0.000	#DIV/0!						0.000	#DIV/0!		0.00
31								0.000	#DIV/0!					0.000	#DIV/0!						0.000	#DIV/0!		0.00
Total	0.000	126.888	0.000	71.790	0.467			199.145	80.2%		24.441			24.441	9.8%		19.299	5.365			24.664	9.9%		248.25
Average	#DIV/0!	5.287	#DIV/0!	2.991	0.093	12.508	82%	6.424		55%	1.018	1.053	12%	0.788		12%	0.804	0.488	2.748	32%	0.822		12%	8.01
Max	0.000	6.120	0.000	3.368	0.102	14.020	92%	9.488		63%	1.025	1.065	12%	1.025		12%	0.897	0.738	5.041	58%	1.437		17%	11.94
Min	0.000	4.435	0.000	1.823	0.081	10.212		0.000			1.010	1.043		0.000			0.591	0.047	1.404		0.000			0.00

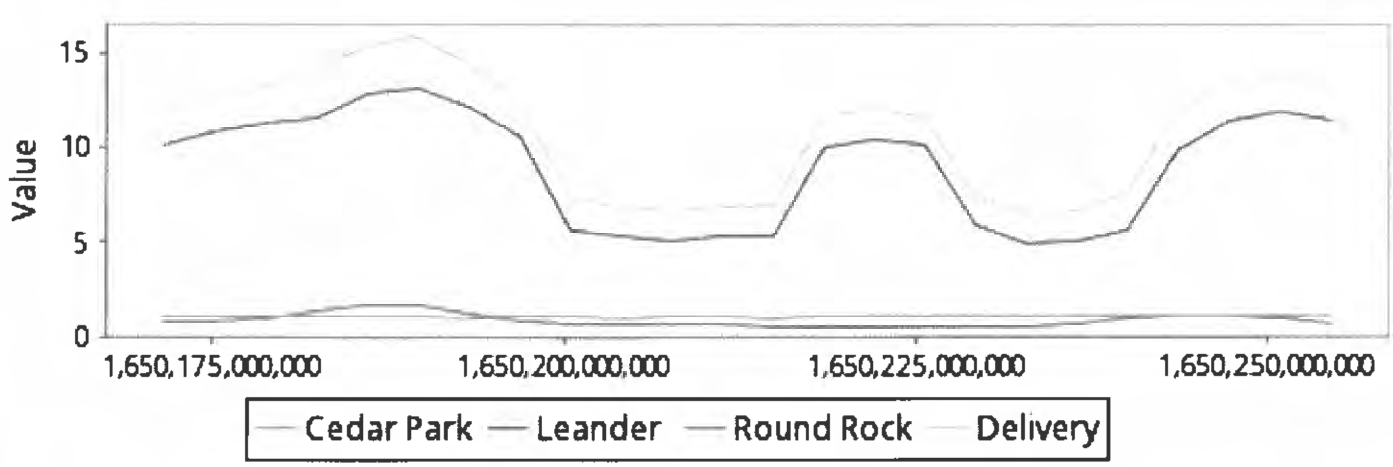
Current Capacity Allocations			Max Peak Hour Flow at 1.0 PF
Owner	% Capacity	Flow (MGD)	(MGD)
Cedar Park	26.67	8.668	8.668
Leander	46.67	15.168	15.168
Round Rock	26.67	8.668	8.668
Total	100	32.504	32.504

Brushy Creek Regional Utility Authority

Hourly Avg Report (MGD)

Report Range: 2022-04-17 00:00:00 To 2022-04-17 23:59:59

Hour	Delivery Avg	Cedar Park Avg	Leander Avg	Round Rock Avg
12:00 AM	11.858	1.005	10.159	0.721
1:00 AM	12.587	1.040	10.793	0.752
2:00 AM	13.265	1.022	11.237	0.996
3:00 AM	14.081	1.026	11.624	1.424
4:00 AM	15.412	1.035	12.798	1.582
5:00 AM	15.841	1.019	13.151	1.676
6:00 AM	14.432	0.991	12.165	1.246
7:00 AM	12.350	1.029	10.529	0.792
8:00 AM	7.351	1.017	5.648	0.696
9:00 AM	6.900	0.991	5.270	0.632
10:00 AM	6.636	1.021	5.017	0.602
11:00 AM	6.933	1.014	5.347	0.579
12:00 PM	6.852	0.990	5.327	0.537
1:00 PM	11.678	1.041	10.074	0.560
2:00 PM	12.050	1.050	10.466	0.529
3:00 PM	11.572	1.017	10.116	0.461
4:00 PM	7.331	1.047	5.828	0.486
5:00 PM	6.436	1.012	4.875	0.560
6:00 PM	6.654	1.037	4.987	0.674
7:00 PM	7.592	1.038	5.642	0.912
8:00 PM	11.787	1.024	9.841	1.007
9:00 PM	13.542	1.021	11.463	1.058
10:00 PM	13.747	1.040	11.862	0.863
11:00 PM	13.063	1.010	11.450	0.636



BCRUA | Peaking Factor Discussion

July 28, 2021

METHODOLOGY

- Calculate the maximum peaking factor based on the “usable storage” of the BCRUA ground and elevated tanks
- Assume all 3 cities are taking the maximum peaking factor simultaneously for 6 continuous hours
- Assume all 3 cities take less than their allotted BCRUA flow rate over a single day

METHODOLOGY

- Usable BCRUA Storage
  - Ground Storage Tank
    - Start at 75% full allow to go down to 25% full
    - Phase 1C = 2 MG of usable storage in GST
  - Elevated Storage Tank
    - Start at 75% full allow to go down to 50% full
    - Phase 1C = 0.5 MG of usable storage in EST
  - Total Usable Storage
    - 2.5 MG

RESULTS

SUMMARY		
PHASE	**QTY**	**UNIT**
PHASE 1C		
BCRUA WTP Capacity	32.5	MGD
Total Usable Storage	2.50	MG
Peaking Factor to Use Storage over 6 hours	***1.31***	
PHASE 1D		
BCRUA WTP Capacity	40	MGD
Total Usable Storage	2.50	MG
Peaking Factor to Use Storage over 6 hours	***1.25***	
PHASE 2		
BCRUA WTP Capacity	42	MGD
Total Usable Storage	2.50	MG
Peaking Factor to Use Storage over 6 hours	***1.24***	
PHASE 2A		
BCRUA WTP Capacity	67	MGD
Total Usable Storage	5.50	MG
Peaking Factor to Use Storage over 6 hours	***1.33***	
PHASE 2B		
BCRUA WTP Capacity	90	MGD
Total Usable Storage	5.50	MG
Peaking Factor to Use Storage over 6 hours	***1.24***	
PHASE 3		
BCRUA WTP Capacity	106	MGD
Total Usable Storage	5.50	MG
Peaking Factor to Use Storage over 6 hours	***1.21***	

Lasts 9.2 hours at 1.2X

Lasts 7.6 hours at 1.2X

Lasts 7.3 hours at 1.2X

Lasts 9.7 hours at 1.2X

Lasts 7.5 hours at 1.2X

Lasts 8.5 hours at 1.15X

PEAKING RECOMMENDATIONS

- Utilize a 1.20 Peaking Factor for all cities for Phases 1C, 1D, 2, 2A, and 2B
- Utilize a 1.15 Peaking Factor for Phase 3

PEAKING RECOMMENDATIONS

- Accelerate Finished Water Pumping Capacity Phasing for Phase 2A and 2B
  - Phase 2A, increase from 72 MGD to ~77 MGD
  - Phase 2B, increase from 96 MGD to ~104 MGD

- Does not require additional ultimate pumping capacity

LEANDER IMPROVEMENTS

- 2021
  - Add check feature to Bermad valve at Reagan
  - New Bagdad Entry Point comes online
    - Max flow rate of ~2.5 MGD into 1127 plane
    - Bagdad flow control valve logic will total all of Leander’s BCRUA flows, modulates to maintain total below Leander’s peak flow rate (17.9 MGD)

- 2023
  - San Gabriel EST (1127 Zone) placed in service, will help shave peaks on Reagan Entry Point

LEANDER IMPROVEMENTS

- 2023-2024
  - New Terminus Pump Station and additional GST added at Bagdad Entry Point
    - Adds storage and increases Leander's ability to take BCRUA flows for Phase 1D

LEANDER IMPROVEMENTS

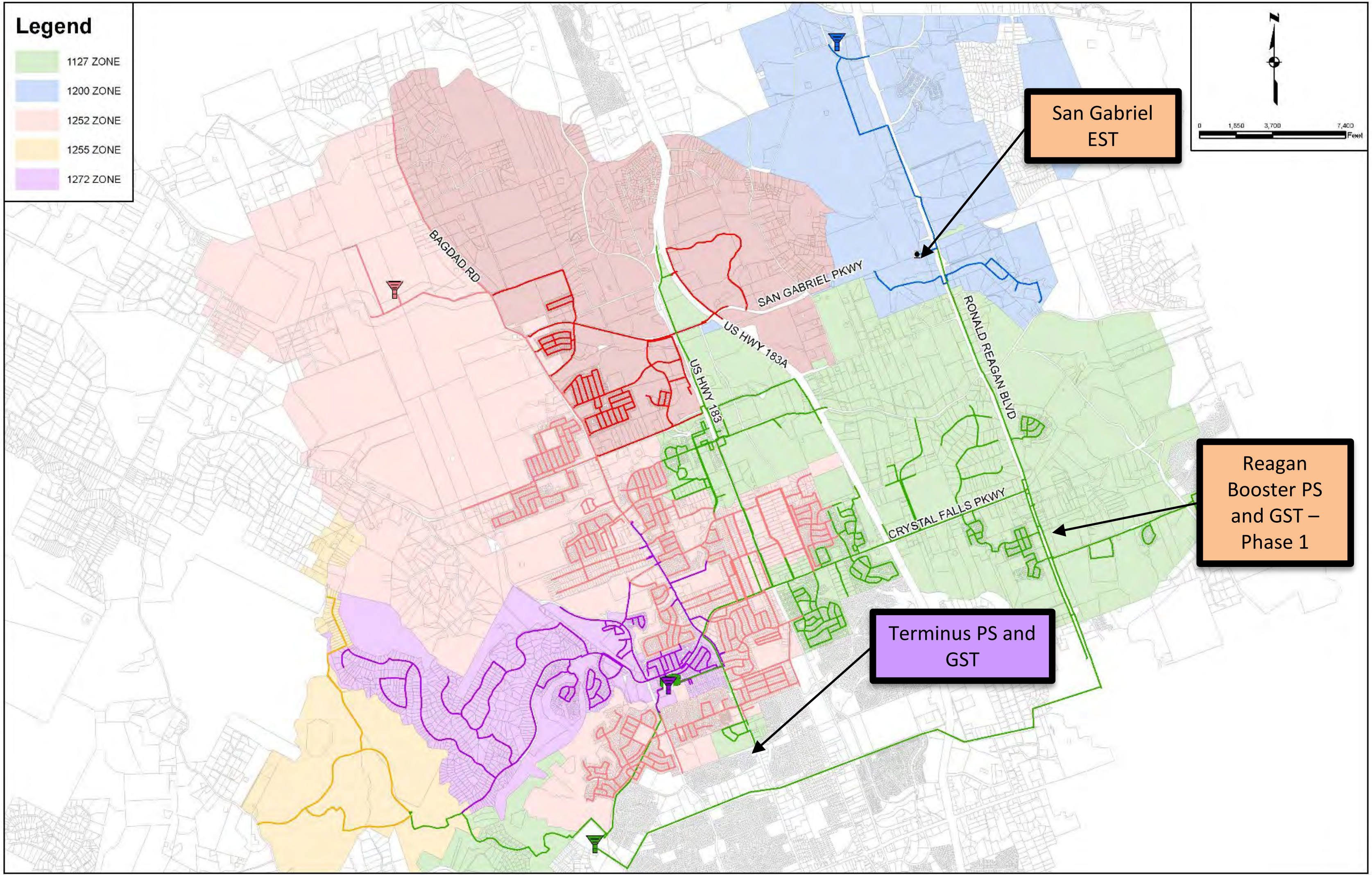
- 2025-2026
  - Reagan GST and Pump Station placed in service
    - Initial phase includes 2.5 MG GST
    - Allows for addition of modulating flow control valve and check valve at Reagan take point
- ~2027
  - Travisso EST placed in service
    - Travisso PS will pump to Travisso EST, results in less pump start/stops and more even flows throughout the day

LEANDER OPERATIONS

- 2021-2025 – BCRUA Take Point Operations
  - Travisso – direct flow to customers, Travisso PS
  - Reagan – direct flow to customers
  - Bagdad – flow controlled based on total Leander take

LEANDER OPERATIONS

- 2026 to Buildout - BCRUA Take Point Operations
  - Travisso – direct flow to customers, Travisso PS
    - ~6 MGD at buildout
  - Reagan – flow controlled based on total Leander take
    - ~32 MGD at buildout
  - Bagdad – flow controlled based on total Leander take
    - ~12 MGD at buildout



Legend
1127 ZONE
1200 ZONE
1252 ZONE
1255 ZONE
1272 ZONE
San Gabriel EST
Reagan Booster PS and GST – Phase 1
Terminus PS and GST
BAGDAD RD
SAN GABRIEL PKWY
US HWY 183A
US HWY 183
RONALD REAGAN BLVD
CRYSTAL FALLS PKWY
N
0
1,850
3,700
7,400
Feet

SIXTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT

THIS SIXTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT (the "Sixth Amendment") is dated and entered into as of the 15th day of December, 2021, by and among Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), a non-profit corporation of the State of Texas (the "State"), created and existing under the laws of the State, including Subchapter D of Chapter 431 as amended, Texas Transportation Code, and the City of Cedar Park, Texas ("Cedar Park"), the City of Leander, Texas ("Leander"), and the City of Round Rock, Texas ("Round Rock") all home-rule municipalities and political subdivisions of the State (individually, the "City"; collectively, the "Cities"). The BCRUA and the Cities are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on the 2nd day of September, 2008 the Parties entered into that one certain Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (the "Master Contract"), that provides terms and conditions for the financing, construction and operation of the first phase of the new regional system consisting generally of upgrades to Cedar Park's raw water intake, a raw water intake line, new water treatment plant, and water transmission mains; and

WHEREAS, on the 22nd day of January, 2009 the Parties entered into that one certain First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("First Amendment") to postpone the date on which the BCRUA Project is to be operational from April 1, 2011 to April 1, 2012; and

WHEREAS, on the 20th day of October, 2010 the Parties entered into that one certain Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Second Amendment") to update the estimated costs shown in Exhibit D with actual cost numbers, as well as to revise estimated costs; and

WHEREAS, on the 22nd day of February, 2012 the Parties entered into that one certain Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Third Amendment") to delay substantial completion of the water treatment plant from April 2012 to June 2012; and

WHEREAS, on the 25th day of April, 2018 the Parties entered into that one certain Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Fourth Amendment") to expand the definition of "BCRUA Project" to include certain Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and

WHEREAS, on the 22nd day of April, 2021 the Parties entered into that one certain Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Fifth Amendment") to expand the definition of "BCRUA Project" to include all Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and to attach a new Exhibit D-1 to set out the estimated costs, the allocation of the costs among the Parties, and to set out the Parties respective reserved capacities in said Phase II components; and

WHEREAS, the Parties now desire to expand the definition of "BCRUA Project" to include new phases to be designated Phase IB, Phase IC, and Phase ID, all as described in Exhibit E, attached hereto and incorporated herein for all purposes; and

WHEREAS, with respect to the added Phase IB, IC, and ID components, the Parties also desire to attach a new Exhibit D-2 to set out the estimated costs, the allocation of the costs among the Cities, and to set out the Cities' respective reserved capacities in said Phase IB, IC, and ID components; and

WHEREAS, the Parties now desire to attach a new Exhibit F to set out a maximum daily capacity and a maximum instantaneous delivery rate for each City, and

WHEREAS, the Parties now desire to amend Article VI, Sections 7.2 and 8.3 to include Delivery Point meters, control valves, and other control systems which provide the BCRUA with the ability to regulate and control the rate of flow and to provide for backflow prevention devices to protect the Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Cities and the BCRUA mutually agree that the Master Contract is amended as follows:

ARTICLE I
TABLE OF CONTENTS

The list of exhibits in the Table of Contents of the Master Contract, is amended to read as follows:

EXHIBITS

Exhibit D-2	BCRUA Regional Water Project Capacity and Cost Allocation, Phases IB, IC, and ID.
Exhibit E	Descriptions of Phases IB, IC, and ID
Exhibit F	BCRUA Regional Water Project Maximum Capacities and Delivery Rates

ARTICLE II
ADDED EXHIBIT D-2

The attached document entitled "Exhibit D-2; BCRUA Regional Water Project Capacity and Cost Allocation, Phases IB, IC, and ID" has been added to set out the Cities' respective capacity and cost allocation of Phases IB, IC, and ID of the Regional System Components and it shall be considered attached to and incorporated in the Master Contract.

ARTICLE III
ADDED EXHIBIT E

The attached document entitled "Exhibit E, Descriptions of Phases IB, IC, and ID" has been added to describe Phase IB, Phase IC, and Phase ID Regional System Components and it shall be considered attached to and incorporated in the Master Contract.

ARTICLE IV
ADDED EXHIBIT F

The attached document entitled "Exhibit F, Maximum Capacities and Delivery Rates" has been added to describe the maximum daily capacities for each City, and the maximum instantaneous delivery rates, and it shall be considered attached to and incorporated in the Master Contract.

ARTICLE V
DEFINITIONS

Except as amended herein, all terms used herein shall have the meanings assigned to them in the Master Contract, unless the context clearly requires otherwise.

4.01 The Master Contract, Article I, Section 1.1 (f) shall be amended to read as follows:

(f) "BCRUA Project" means, collectively, the Land Interests and the improvements described in the recitals to this Contract and further described in the Preliminary Design Report, and as shown on Exhibit D, Exhibit D-1, Exhibit D-2, and Exhibit E. Without limitation the BCRUA Project includes the facilities, lines, intake structures, storage tanks, booster pumps, and other appurtenances in the BCRUA Project, including specifically Phases IB, IC, and ID, as described in Exhibit E and the Phase II Regional System Components, as described in the Preliminary Design Report and owned by the BCRUA sufficient to treat the raw water and deliver the treated water to which the Cities, respectively, are entitled under this Contract.

4.02 The Master Contract, Article I, Section 1.1 (r) shall be amended to read as follows:

(r) "Delivery Point" means the place, whether one or more, to which the BCRUA will deliver treated or raw water to each City pursuant to this Contract.

ARTICLE VI
AMENDMENT TO ARTICLE VI, RESERVED CAPACITIES

Section 6.1 Reserved Capacities in BCRUA Project Components. Each City, respectively, shall have the exclusive right to its reserved capacity in each BCRUA Project component as described in Exhibit D, Exhibit D-1, Exhibit D-2, and Exhibit F. No reserved capacity may be allocated to or used by anyone other than the City on whose behalf that capacity has been reserved, unless the affected City specifically agrees in writing to the allocation or use.

Section 6.2 Reserved Capacities for Treated and Raw Water in the BCRUA Project. Each City, respectively, shall have the exclusive right to take, and the BCRUA shall have the obligation to deliver, treated and raw water at the Delivery Points in the amounts shown in Exhibit D, Exhibit D-1, Exhibit D-2, and Exhibit F

Section 6.3 Transfer of Reserved Capacity. Any City may transfer any portion of its reserved capacity in one or more BCRUA Project components to another City, in exchange for such consideration as such Cities shall deem appropriate. The Cities making such transfer shall provide written notice to the BCRUA and the other City, signed by the Cities making the transfer, specifying the amount of transferred reserved capacity and the affected BCRUA Project component(s), and providing that the Cities otherwise ratify and confirm their pre-existing obligations under this Contract. No such transfer shall be effective until and unless such notice is provided. A transfer of reserved capacity shall not change any Bond Payment, other payment, or other obligations of the Cities pursuant to this Contract.

Section 6.4 Documentation of Transferred Reserved Capacity. In the event that reserved capacity is transferred, the BCRUA and the Cities shall cause a written amendment to be made to Exhibit D, Exhibit D-1, Exhibit D-2 and Exhibit F. describing such transfer and setting forth the revised reserved capacity of each City in the BCRUA Project or component(s) thereof.

ARTICLE VII
AMENDMENT TO SECTION 7.2

Section 7.2 Rate and Quantity at Delivery Point(s). The rate and quantity of treated and raw water delivered to each City at its Delivery Point(s), shall be metered. Each City shall cooperate in good faith to design the Delivery Point(s) to be at appropriate sizes and in appropriate locations to deliver the City's reserved capacity. Each Delivery Point shall be designed to deliver treated water at a maximum rate as defined in Exhibit F, and no City shall take delivery of treated or raw water from the BCRUA Project at such Delivery Point(s) at a rate exceeding the rates in Exhibit F.

ARTICLE VIII
AMENDMENT TO SECTION 8.3

Section 8.3 Measuring and Backflow Equipment at Delivery Points. The BCRUA shall furnish, install, operate and maintain at its own expense for each Delivery Point the necessary meters, including electronic or other equipment and devices of standard type for measuring properly and controlling the quantity of treated and raw water delivered under this Contract. Such meter or meters and other equipment so installed shall remain the property of the BCRUA. However, the cost of installation, operation, maintenance, repair, replacement, and all other costs associated with the Delivery Point meters shall be allocated solely to the City receiving water through that Delivery Point. Each City shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of the BCRUA. For the purpose of this Contract the original record or reading of the meter or meters shall be the journal or other record book of BCRUA in its office in which the records of the employees or agents of the BCRUA who take readings are or may be transcribed. Upon written request of a City, the BCRUA will give the City a copy of such journal or record book, or permit the City to have access to the same in the office of the BCRUA during reasonable business hours.

As stated above, all Delivery Point meters shall include the ability for the BCRUA to control the rate of flow of treated and raw water through each City's meter(s). The controlled rate of flow through the meters shall be expressed in gallons per minute (GPM). The purpose of controlling the rate of flow is to limit each City's take of treated and raw water so that it does not exceed its allocated capacity shown on Exhibit D, Exhibit D-1, Exhibit D-2 and Exhibit F. If a City has more than one Delivery Point meter, then that City shall give notice to the BCRUA regarding how it wants its capacity allocated among its multiple meters. The total controlled flow of all the multiple meters shall not exceed that City's total allocated capacity shown on Exhibit D, Exhibit D-1, Exhibit D-2 and Exhibit F. Said City may modify its allocation among its meters by giving the BCRUA reasonable notice of its desire to do so. No City shall be permitted to exceed its allocated capacity of treated and raw water expressed in GPM.

The BCRUA shall calibrate its meters periodically, but not less often than every year, in the presence of a representative of each City. The BCRUA and the Cities shall jointly observe any necessary adjustments which are made to the meters. If any check meter(s) hereinafter provided for have been installed, the same shall also be calibrated by each City in the presence of a representative of the BCRUA and a representative of the other Cities, who shall jointly observe any necessary adjustment. The BCRUA shall give the Cities reasonable notice of the time when any such calibration is to be made. In the event that a representative of a City is not present at the time set, the BCRUA may proceed with calibration and adjustment in the absence of any such representative.

If any party at any time observes a variation between the delivery meter or meters and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other Parties, and the Parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment, and said meter or meters shall then be adjusted to accuracy. Each party shall give the other Parties not less than forty-eight (48) hours' notice of the time of all tests of meters so that the other Parties may have a representative present.

If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of service or out of repair so that the amount of treated water delivered cannot be ascertained or computed from the reading thereof, the treated water delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the Parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of treated water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Each City may, at its sole option and its own expense, install and operate a check meter to verify the operation of each meter installed by the BCRUA, but the measurement of treated water for the purpose of this Contract shall be determined solely by the BCRUA's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the BCRUA, but the reading, calibration and adjustment thereof shall be made only by the City that installed the check meter, except during any period when a check meter may be used under the provisions hereof for measuring the amount of treated water delivered, in which case the reading, calibration and adjustment thereof shall be made by BCRUA with like effect as if such check meter or meters had been furnished or installed by BCRUA.

The BCRUA shall furnish, install, operate and maintain at its own expense for each Delivery Point the necessary backflow prevention devices approved by the Operations Committee.

ARTICLE VIX
MISCELLANEOUS

Section 9.1 To the extent necessary to effect the terms and provisions of this Sixth Amendment, the Master Contract is hereby amended and modified. In all other respects, the aforesaid Master Contract is hereby ratified and confirmed.

Section 9.2 The provisions of Section 8.3 related to the controlling the rate of flow through each City's meter(s) shall not go into effect until such time as BCRUA gives notice to the Cities that the equipment necessary for controlling the rate of flow have been installed and tested.

Section 9.3 This Sixth Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Sixth Amendment to be duly executed as of the ____ day of ________________, 2021.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: ______________________________
Na'Cole Thompson, President

Attest:

By: ______________________________
Rene Flores, Secretary

CITY OF CEDAR PARK, TEXAS

By: ______________________________
Corbin Van Arsdale, Mayor

Attest:

By: ______________________________
LeAnn Quinn, City Secretary

CITY OF LEANDER, TEXAS

By: C. Sederquist
Christine Sederquist, Mayor

Attest:

By: Dara Crabtree
Dara Crabtree, City Secretary

CITY OF ROUND ROCK, TEXAS

By: ______________________________

Craig Morgan, Mayor

Attest:

By: ______________________________

Meagan Spinks, City Clerk

Exhibit D-2
BCRUA Regional Water Project
Capacity and Cost Allocation, Phases IB, IC, and ID - November 17, 2021

DESCRIPTION	CONSTRUCTED CAPACITY (MGD)	ESTIMATED COST	CEDAR PARK RESERVED CAPACITY (%)	CEDAR PARK COST	LEANDER RESERVED CAPACITY (%)	LEANDER COST	ROUND ROCK RESERVED CAPACITY (%)	ROUND ROCK COST
PHASE IB - WATER TREATMENT PLANT RE-RATING TO 21 MGD								
Engineering Services	21	$ 150,000	26.67	$ 40,000	46.67	$ 70,000	26.67	$ 40,000
PHASE IB - WTP RE-RATING SUB-TOTAL		$ 150,000		$ 40,000		$ 70,000		$ 40,000
Cost Allocation Percentages				26.67%		46.67%		26.67%
PHASE IC - 11.5 MGD RAW WATER INTAKE & WATER TREATMENT PLANT EXPANSION								
Planning & Design Services	32.5	$ 1,815,000	26.67	$ 484,061	46.67	$ 846,879	26.67	$ 484,061
Construction & Construction Phase Services	32.5	$ 16,436,000	26.67	$ 4,382,933	46.67	$ 7,670,133	26.67	$ 4,382,933
PHASE IC - RWI & WTP EXPANSION SUB-TOTAL		$ 18,251,000		$ 4,866,994		$ 8,517,012		$ 4,866,994
Cost Allocation Percentages				26.67%		46.67%		26.67%
PHASE ID - 9.4 MGD WATER TREATMENT PLANT EXPANSION								
Planning & Design Services	41.9	$ 1,260,400	26.67	$ 336,107	46.67	$ 588,187	26.67	$ 336,107
Construction & Construction Phase Services	41.9	$ 16,349,000	26.67	$ 4,359,733	46.67	$ 7,629,533	26.67	$ 4,359,733
PHASE ID - WTP EXPANSION SUB-TOTAL		$ 17,609,400		$ 4,695,840		$ 8,217,720		$ 4,695,840
Cost Allocation Percentages				26.67%		46.67%		26.67%
BCRUA PROJECT PHASES IB, IC & ID TOTAL COST		$ 36,010,400		$ 9,602,834		$ 16,804,732		$ 9,602,834

Exhibit E

Descriptions of Phases IB, IC, and ID

Phase	*Capacity (MGD)*[1]	*Description*
1B	21	Raw water and treatment capacity re-rate completed through field demonstration testing and reporting (no construction).
1C	32.5	Water treatment plant and raw water intake barge expansion consisting of the addition of a conventional treatment train and three raw water pumps.
1D	41.9[2]	Water treatment plant expansion consisting of the addition of a conventional treatment train and solids handling improvements.

[1] Reference Exhibit D-2 for the Cities respective reserved capacity percentages and flow rates by Phase.

[2] The Cities reserved capacity of Phase 1D shall be based on the reserved capacity percentages documented in Exhibit D-2, should the raw water capacity delivered to Phase 1D through the Phase 1A, Contract 2 Raw Water Pipeline be less than 41.9 MGD as determined through future engineering studies and construction repairs.

Exhibit F
BCRUA Regional Water Project
Maximum Capacities and Delivery Rates - November 17, 2021

	Maximum Daily Capacity Phase 1B (MGD)	Maximum Daily Capacity Phase 1C (MGD)	Maximum Daily Capacity Phase 1D (MGD)	% of Capacity	Maximum Instantaneous Rate 1B (GPM)	Maximum Instantaneous Rate 1C (GPM)	Maximum Instantaneous Rate 1D (GPM)
Cedar Park	5.6	8.67	11.17	26.67	3,889	6,021	7,757
Leander	9.8	15.16	19.56	46.67	6,806	10,528	13,583
Round Rock	5.6	8.67	11.17	26.67	3,889	6,021	7,757
Total	**21.00**	**32.50**	**41.90**	**100**	**14,584**	**22,570**	**29,090**

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: N M Thompson
Na'Cole Thompson, President

Attest:
By: Rene M Flores
Rene Flores, Secretary

CITY OF CEDAR PARK, TEXAS

By: ______________________
Corbin Van Arsdale, Mayor

Attest:

By: ______________________
LeAnn Quinn, City Secretary

CITY OF LEANDER, TEXAS

By: C. Sederquist
Christine Sederquist, Mayor

Attest:

By: Dara Crabtree
Dara Crabtree, City Secretary

CITY OF ROUND ROCK, TEXAS

By: ______________________
Craig Morgan, Mayor

Attest:

By: ______________________
Meagan Spinks, City Clerk

R-2021-330

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

Office of the City Manager

Oct. 15, 2021

RE: City Manager Goals

Honorable Mayor and Council:

Please consider this memorandum to be my formal response to your request for information as described in the following Council directive:

Develop, plan and present recommendations and updates for meeting water delivery needs as well as confirming the current development capacity for the city by Oct. 15, 2021.

As we have presented to Council over the last few months, our ability to successfully address Leander's water needs in both the short- and long-term will require a multifaceted solution of management, operation, and policy actions. It's also important that we remain flexible in our approach because, as you know, conditions can change on a dime.

How did we get here?

This strategy is intended to provide Council with a realistic, pragmatic approach on how to manage our growth and subsequent water demands. But it's also important for Council to understand where we came from. Without dwelling too much on the past, below are a few notable contributors to our current situation:

- Exponential growth over the last few years have outstripped all local and regional projections for residential housing products.
- Changes in desired residential product type have led to irrigation systems being installed in nearly all post-2015 housing products.
- Historical decisions/indecisions regarding BCRUA deep water intake and facility expansion project timelines, scope, and setbacks.
- Internal infrastructure distribution and capital projects not historically keeping pace with our overall growth rate. Prior to 2020, a full-time CIP project manager did not even exist.
- Contractual obligations outside of the city (i.e. Liberty Hill, Lively Tract, Rancho Sienna, Georgetown, etc.)
- Imbalance of residential vs. commercial/industrial development growth, thus a "run" on available water due to unprecedented regional housing demand.

RE: City Manager Goals

So what should the current and future leaders of Leander do? Our ability to manage growth in terms of both water capacity and water demand will be vitally important over the next few years.

Leander Water Capacity

Our water capacity needs should be considered in terms of both system and treatment capacity. System capacity is how water moves through the city. Treatment capacity is the total amount of water needed on the most demanding day (i.e. hottest days of the summer).

Improving system capacity

Leander's total water infrastructure consists of 5 pressure planes, 2 water treatment plants, 4 pump stations, numerous pressure reducing valve (PRV) stations, 3 ground storage tanks, 3 elevated storage tanks, and 324 miles of water line. The following projects are planned to improve system capacity over the next few years:

Fiscal Year 2021
- San Gabriel Booster Pump Station **completed*
- New water entry point from the BCRUA plant at Bagdad/New Hope **Nov. 2021*
- San Gabriel Parkway 24-inch water line **operational by mid-Nov. 2021*

Fiscal Year 2022
- San Gabriel Elevated Storage Tank
- Terminus High Zone Pump Station and Ground Storage Tank (design)
- Advanced Metering Infrastructure (design)
- Travisso Elevated Storage Tank (design)
- Sandy Creek Water Treatment Plant Sludge Improvement (design)

Fiscal Year 2023
- Travisso Elevated Storage Tank (construction)
- Terminus High Zone Pump Station and Ground Storage Tank (construction)
- Advanced Metering Infrastructure (construction)
- Ronald Reagan Booster Pump Station and Ground Storage Tank (design)
- Sandy Creek Water Treatment Plant Sludge Improvement (construction)

Fiscal Year 2024
- San Gabriel West Booster Pump Station (design)

Fiscal Year 2025
- Ronald Reagan Booster Pump Station and Ground Storage Tank (construction)

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

Office of the City Manager

RE: City Manager Goals

Recommendation
CIP water projects should receive priority consideration from Council. Staff will update Council regularly on the progress of these projects and look for ways to allocate City resources that could expedite completion whenever possible.

Improving treatment capacity

Leander has two water treatment facilities. Sandy Creek Water Treatment Plant capacity is currently rated for 12 million gallons per day (MGD), and Leander's capacity of the BCRUA Water Treatment Plant is currently 14.9 MGD. However, due to limitations in sludge processing, Sandy Creek today is closer to 10 MGD.

Today, this puts Leander's total water treatment capacity today at 25 MGD. Several City and BCRUA projects either planned or in progress over the next 8-10 years would increase Leander's capacity to 44 MGD at best. Our current phasing plan for capacity expansion is as follows:

Fiscal Year 2021 / 2022
- Design of BCRUA Phase 1D
- Design of BCRUA parallel raw waterline

Fiscal Year 2023
- Completion of Sandy Creek sludge improvement (+2 MGD)

Fiscal Year 2025
- Completion of Phase 1D – Expands BCRUA capacity to 42 MGD (+5 MDG)
- Completion of Phase 1D parallel raw waterline

Fiscal Year 2027
- Completion of Phase 2 – BCRUA Deepwater Intake raw waterline (drought resilience)

Fiscal Year 2028
- Completion of Phase 2A* – Expands BCRUA capacity to 67 MGD (+12 MGD)
  ** This phase is not yet funded or under design by BCRUA*

As you know, the BCRUA projects will require continuous collaboration with our partner city operators and elected officials. The chart below outlines the estimated timeline for completion of the above expansion projects and how they align with current population growth projections.

	Year									
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Projected Leander Population and Water Connections									
Projected Leander Population	85,650	95,928	107,440	118,184	130,002	143,003	153,728	165,257	173,520	182,196
Projected Water Connections	25,491	28,550	31,976	35,174	38,691	42,560	45,752	49,184	51,643	54,225
Projected Growth Rate	12.0%	12.0%	12.0%	10.0%	10.0%	10.0%	7.5%	7.5%	5.0%	5.0%
Projected New Water Connections	2,731	3,059	3,426	3,198	3,517	3,869	3,192	3,431	2,459	2,582
	Projected Leander Water Demands									
Projected Leander Water Usage Max Day Demands (MGD)	19.30	21.61	23.77	26.15	28.76	30.92	33.24	35.73	37.52	39.40
Projected Leander Wholesale Water Max Day Demands (MGD)	1.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	1.00	1.00
Total Leander Max Day Demands (MGD)	**20.30**	**25.61**	**27.77**	**30.15**	**32.76**	**34.92**	**37.24**	**39.73**	**38.52**	**40.40**
Leander Water Capacity	25.00	25.00	25.00	27.00	32.00	32.00	32.00	44.00	44.00	44.00
Leander Expansions				**Sandy**	**1D**			**2A**		

Notes:
1. *Projected growth rate is based on current trends and staff forecasts, this is more aggressive than the 2020 Comp Plan or 2021 Long Range Water Study.*
2. *Includes currently existing wholesale agreements with other cities, no other wholesale agreements are included.*
3. *Assume Sandy Creek WTP can produce 12 MGD on a max day.*
4. *Leander currently receives up to 14.93 MGD from BCRUA in Phase 1C.*
5. *Assumes a max day demand of 750 gpd/connection (636 gpd/LUE) for Leander customers throughout.*

Recommendation
Leander's appointed staff and elected BCRUA representatives should closely monitor the progress of current BCRUA expansion projects and look for ways to allocate additional resources, negotiate additional terms, or consider Board or Council actions that could expedite completion whenever possible. Any significant delays could negatively impact our peak operating capacity over the next 5-7 years.

Negotiating contracts

In addition to the City's commitment with BCRUA, we maintain several contracts that allow for Leander to receive raw water from Lake Travis, as well as provide for the wholesale delivery of water to other cities. Part of our water management strategy will be to negotiate with existing contract partners, or seek potential new partners, in an effort to expand Leander's water capacity.

Below is a brief list of our existing agreements outside of BCRUA, which are also described in the 2021 Water and Wastewater Rate Study.

RE: City Manager Goals

- Lower Colorado River Authority (LCRA) – In 1998 Leander entered into a wholesale potable water service agreement with the Brazos River Authority (BRA) and LCRA, acting together as the Brazos-Colorado Water Alliance, to provide Leander up to 6,400 acre feet of potable water annually on a wholesale basis. This was amended in 2007 to increase Leander's maximum quantity to 24,000 acre feet annually. The City's annual raw water payment to LCRA is approximately $2.6 million, and it is forecast to increase to $3.4 million by 2030.

- Liberty Hill – In 2013 Leander agreed to treat up to 600 acre feet of the Liberty Hill's LCRA raw water allotment annually and deliver it to a Liberty Hill take point. Our first delivery of treated water occurred in August 2017.

- Georgetown – They have contract rights for up to 1,200 acre feet of raw water from Lake Travis. Our interlocal agreement, approved in April 2020 after 2-3 years of negotiation, will allow for Georgetown to take up to 3 MGD of treated water per day for up to 7 years, which starts when all appropriate infrastructure is in place. We expect Georgetown will have the ability to take water starting in summer 2022.

Over the last several weeks, I've had additional discussions with counterparts from Georgetown, Round Rock, Cedar Park, and Liberty Hill, and staff has also met with LCRA, to discuss negotiable options that could improve our net water supply. Below is what we know today:

- LCRA – Following our supply study recommendations, we will seek to increase Leander's Lake Travis supply from 24,000 to 34,000 acre feet, which allows us to capture all BCRUA treatment capacity at build out. Since this application and permit process could take 2-3 years, we wanted to start as soon as possible. Council will be involved in discussions before final approval.

- Liberty Hill – We discussed each city's water capacities and demands, and they asked if we would supply another 600 acre feet. However, as previously discussed with Council, we'll want to stay within the terms of our existing contract at least until BCRUA Phase 2A is online. We also discussed the possibility of partnering to expand Sandy Creek beyond our 12 MGD capacity. This could be mutually beneficial, or it could involve insurmountable design and cost issues, so we will need to gather additional data and advise the Council at a later date.

- Georgetown – We shared each other's internal water modeling and discussed our needs and challenges. In short, Georgetown will unequivocally need the entire 3 MGD from Leander to meet their own projected water demands over the next 7-8 years. It is unlikely we will be able to negotiate any change to our current contract without creating potential legal or credibility issues.

- Round Rock & Cedar Park – Neither city expressed interest in acquiring Leander's commitment of 3 MGD to Georgetown, nor was there interest is renegotiating current BCRUA allotments among the three cities. Both cities are expecting to utilize their available water capacities for future economic development opportunities, as well as population growth. However, they would presumably be able to assist us on a short-term basis in the event of future sudden infrastructure or plant failures.

Recommendation
Staff should continue positive working relationships with the above partner cities and providers to explore future water supply opportunities, and to bolster our resiliency and ongoing cooperation should any unexpected water emergencies arise.

Leander Water Demand

Current population growth projections for Leander over the next 8-10 years, which are shown in the table on page 4, were derived from a variety of data that incorporate regional market conditions, known development projects and timelines, and anticipated land uses in Leander.

Our approach to managing water demand will involve a combination of technology improvements, aggressive water conservation policies, and a fiscally responsible approach to new development.

Water conservation ordinance

In March 2021, Council approved an update to the Water Conservation and Drought Contingency Plan, which improves our ability to manage and monitor peak-day water demands caused by residential irrigation during the spring and summer months. Staff will continue to review this ordinance to ensure our phasing and enforcement triggers remain effective.

Recommendation
The City should, at a minimum, continue with Phase 2 requirements of once-per-week watering throughout the year. This consistency will help us focus more on improving public awareness and compliance with our conservation efforts.

Real-time water data

This fiscal year, we will establish an action plan to install Advanced Metering Infrastructure (AMI) technology in all City water meters. AMI is an integrated system of smart meters, communications networks, and data platforms that will allow us to monitor customer water use in real time. This would significantly improve our ability to track spikes in water use and help redirect education or enforcement resources.

This solutions will take 3-5 years to fully implement, but most of the funding, approximately $5.6 million, has already been made available to the City through American Rescue Plan Act federal relief funds.

Recommendation
The City should use all of our allotted ARPA funds to procure and integrate AMI water meter technology throughout Leander's water system as soon as possible.

Reclaimed water uses

Earlier this week, Council authorized staff to start developing a reclaimed water system at the RM 2243 Wastewater Treatment Plant, which will establish a bulk filling station for contractors and create a direct connection to the Northline development. The City also operates a reclamation plant in the Travisso subdivision, which has delivered reclaimed and raw water to the Crystal Falls Golf Club for course irrigation, as well as several Travisso right-of-way landscape and common areas, since 2014. The Travisso plant is slated for a second expansion as the subdivision is fully developed over the next few years.

Recommendation
Now with reclamation efforts underway, the City should look for ways to expand 2243 WWTP and Northline reclaimed water connections into other areas of Leander, and establish a citywide water reclamation program to further reduce unnecessary irrigation and construction demands on our potable water system.

Tiered water rates and discounts

Council recently approved a tiered rate structure for residential water customers, effective Jan. 1, 2022, to incentivize conservative usage. Other changes include revisions to our leak adjustment policy, senior and disabled person discounts, and winter quarter averaging for sewer rates. While this is likely to negatively impact our small percentage of very high-end water users, our low-end users could see slight reductions in their water bill over the next few months.

Recommendation
The City should closely monitor how tiered water rates, policies and related discount changes impact residential water usage over the next 10-12 months and report back to Council on progress.

Landscape regulations

Council recently inquired how changes to our landscape requirements for new development could positively impact Leander's long-term water demands. Over the next few weeks, staff will be proposing ordinance changes to limit certain turf grass and area requirements that often contribute to higher water uses. Some proposed items are shown below:

CURRENT & PROPOSED REGULATIONS

	RESIDENTIAL	COMMERCIAL
Turf Grass	Limited to 2/3 of lot after subtracting impervious cover No turf grass between the sidewalk and back of curb (replace with river rock or granite)	Limited to 50% of the landscape area; Prohibit turf grass in strips less than 10' wide in parking areas and between sidewalks and pavement
Landscape Requirements	2 trees in the front yard, 6 shrubs	15% landscape area for commercial, 10% for industrial, 20% multi-family. 2 tree and 4 shrubs are required for every 600 square feet of landscape area/setback area; Remove landscape in side/rear setbacks when not adjacent to residential and needed for buffering. Calculate requirements for the overall center. Provide overall landscape plan. Consider limiting landscape area to the percentage.
Landscape Lots	Minimum 10' lot required when adjacent to collector or arterial, landscaped with 2 trees and 4 shrubs per every 600 square feet; Limit turf grass to 50% of landscape lot; Provide a more specific corridor plant list.	None
Reclaimed Water	Implement a reclaimed water program.	Implement a reclaimed water program.

Entry Monuments at Neighborhoods	Limit amount of turf grass permitted	NA
Irrigation Meters	None	Require a separate irrigation meter for schools
Project Phasing	Update the Subdivision Ordinance to provide project phasing for residential projects	NA

Future Development in Leander

As you know, the greater Austin region is one of the fastest growing metropolitan areas in the United States. As Austin's desirability and cost of living rises, Leander will continue to absorb that growth. What impact will this unprecedented market demand have on us? If left unchecked, residential development, particularly lucrative high density single- and multi-family projects, could dominate our remaining landscape and burden Leander's water system to an unsustainable degree. So what should we do?

Following the Comprehensive Plan

Approved last April, the City's new Comprehensive Plan and Future Land Use Map documents may be our best vehicles to implement a strategic and conservative approach to growth that encourages more commercial, retail, and employment centers. In addition to diversifying our tax base, this could indirectly reduce projected water demands.

Now that the City also has a modeled Transportation Master Plan, we will need to re-review the Comprehensive Plan to confirm that the proposed future land uses make sense where the relevant roadway classification types have been updated. Staff will need to compare changes and confirm appropriate land use categories are in place, or if updates are needed. For example, some streets have changed from collectors to arterials. This could be an instance where the land use category would change to support only commercial or industrial components.

Recommendation
Moving forward, both Council and the Planning & Zoning Commission should carefully consider any development proposals that seek to amend the Comprehensive Plan. We expect significant market interest in high-density residential development over the next decade. The City should look to preserve as much potentially viable commercial and industrial areas as possible.

RE: City Manager Goals

Phasing residential development

Currently, our subdivision ordinance does not require phasing of projects. However, the ordinance does allow for it, and we work with developers to establish timelines for phasing when proposed. Staff is researching options to establish phasing requirements that would limit the number of single-family homes that would be approved per phase. We are working with legal counsel to make sure this approach remains compliant with the Local Government Code.

Recommendation
The City should establish ordinance-based phasing for residential development, where applicable, and require phases to be developed one at a time, rather than concurrently.

MUDs & PIDs

Often used as a means to finance large-scale residential projects, developers sometimes request approval from municipalities to create special districts that provide for additional infrastructure investments. There are several existing Municipal Utility Districts and Public Improvement Districts in Leander that have served this purpose. However, the City is not obligated to participate in the creation of these entities, and it may serve us well to avoid consideration of any proposals that would create additional districts in the future.

Below are a few pros/cons:

- MUD tax rates can vary, so citizens may not have the same tax burden neighborhood to neighborhood, which create equity concerns.
- MUDs can encourage hopscotch development instead of radial development from the city and infrastructure core.
- While MUDs and PIDs provide the developer with a financing alternative for a project, those costs are passed down to the property owner by either assessment or tax.
- In some cases, MUD boards will issue new debt and keep their districts going beyond the original timeframe anticipated by the home owners.
- Is there a commercial component to the MUD proposal? If so, that could that lessen the impacts on residential land uses.

Recommendation
Moving forward, Council should carefully consider any new MUD or PID development proposals and look to prioritize viable commercial and industrial interests first.

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

Conclusion

It has taken several years/decades to plan Leander's physical infrastructure and land uses. In light of the current contingencies, including BCRUA expansion, rapid residential growth, internal infrastructure, CIP timing and management, water consumption and conservation strategies, as well as preexisting contracts, it will require a comprehensive, multipronged approach with careful monitoring, regional coordination, and local consensus to effectively achieve the ultimate water system and management plan that the citizens of Leander deserve, and that staff and Council are actively working to deliver.

Sincerely,

Richard B. Beverlin, III
City Manager

AGENDA ITEM # 26

EXECUTIVE SUMMARY
05/05/2022

AGENDA SUBJECT:

Discuss and consider action on road closures for Liberty Fest 2022 to be held at Lakewood Park on July 4, 2022.

BACKGROUND:

Liberty Fest will be held on July 4, 2022. The event will take place at Lakewood Park at 2040 Artesian Springs Crossing. Parking for the event will be located at the HEB Center in Cedar Park, Texas. On-site parking will be available to staff, vendors, sponsors, band and crew members, and VIP guests. The event site will open at 3:00 p.m. with buses beginning to load at 2:30 p.m. The event will be completed at 10:30 p.m.

Staff proposes the following road closures from 2:30 p.m. to 11:59 p.m. on July 4, 2022:

- Outside (right) lane of eastbound Crystal Falls Parkway between 183A Toll Road Frontage and Grand Lake Parkway
- Outside (right) lanes along 183A Toll Road Frontage at the HEB Center

Additionally, staff proposes "no parking" restrictions to be in place on Artesian Springs Crossing from 12:01 a.m. – 11:59 p.m. on July 4, 2022.

Additional Consideration:

The Parks and Recreation Department will:

- Provide planning and organization of the event in regard to application, set up, tear down, booking performers and entertainment.
- Ensure the grounds are presentable as possible (i.e. mowed, trimmed, treat for fire ants, etc.) immediately prior to the event.
- Coordinate with other city departments to set up and remove blockades for event as needed.
- Place waste cans and dispose of trash.

RECOMMENDATION:

Staff respectfully requests Council approval of the road closures as outlined and reviewed by the Parks and Recreation, Public Works, Police, and Fire Departments for Liberty Fest 2022.

PRESENTER:

Mark Tummons, Parks & Recreation Director
Leah Anderson, Parks & Recreation Manager

Attachments

1. Liberty Fest Site Plan

LEANDER LIBERTY FEST
PECAN ISLAND DR
NATURAL FALLS RUN
PRICKLY PEAR CV
CACTUS MOUND DR
PKWY
CACTUS VALLEY DR
SPRINGS XING
PECAN ISLAND DR
HARVEST KNOLL LN
BUS PICK UP
VIP/SPONSORS
STAFF PARKING
Band Parking
VIP
STAGE
LAKEWOOD
KID ZONE
BAR - SPONSORS
VENDORS
VENDORS
VENDOR PARKING
SOIL CONSERVATION SERVICE SITE 3 RESERVOIR
WALK IN ENTRANCE
COOLER CHECKS
ATTENDEE BORDER
(split rail, orange
fence, barricade)