



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - February 16, 2023
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, *Mayor Pro Tem*
Place 5 – Chris Czernek
Place 6 – Becki Ross
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 Section 551.087, Texas Government Code Deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations related to the following project(s): Project Cutting Edge.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding Project Cutting Edge, including approving an Addendum to the 380 Agreement for said project.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Recognitions/Proclamations/Visitors.
- Week of the Young Child (April 1 - 7)

CONSENT AGENDA: ACTION

8. Approval of the minutes for meetings held on January 27, 2023, February 2, 2023, and February 7, 2023.
9. A resolution of support for Williamson County to seek U.S. Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program funding for the Ranch to Market Road (RM) 2243 People-to-Jobs Connector Project.
10. Acceptance of the Quarterly Investment Report for the period ending December 31, 2022.
11. Approval of renewal of the first amended and restated Emergency Service Organizations Agreement with Williamson County to provide funding to the City of Leander for providing select emergency services to residents of the City; and authorize the City Manager to execute any and all necessary documents.
12. Approval of purchase of one (1) 230-kilowatt generator for the Leander Police Station located at 705 Leander Drive, Leander, Texas, from Loftin utilizing Turnkey BuyBoad contract 657-21 in the amount of \$229,098.00; and authorize the City Manager to execute any and all necessary documents.
13. Approval of the Transmission Line Contribution Agreement between Northline Leander Development Company, LP ("NLDC") and the City of Leander for NLDC's participation in the cost of the reclaimed water service to the Northline PUD, in the amount of \$250,000.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of Development Agreement Case DA-22-0031 regarding the Lenox Hill Townhouses Development Agreement on one (1) parcel of land approximately 16.427 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R514458; and commonly known as 14661 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
15. Approval of rescheduling the 2nd Reading of an Ordinance to March 16, 2023, relating to the Bar W Ranch East Annexation Case A-22-0006 regarding the voluntary annexation of 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
16. Approval of Change Order No. 3 to the contract with Tyler Technologies for EnerGov permitting software, aka Development Hub, providing for additional users in the amount of \$2,088.00 for a new contract total of \$191,253.00; and authorize the City Manager to negotiate and execute any and all necessary documents.
17. Approval of the extension of the application expiration for Subdivision Case SFP-21-0006, B Twisted short form final plat, more particularly described by Williamson Central Appraisal District Parcel R605507, generally located approximately three thousand (3,000') feet to the west of intersection of Bagdad Road and County Road 281, on the south side of County Road 281, Leander, Williamson County, Texas.

18. Approval of the extension of the application expiration for Subdivision Case PP-21-0007 Hawkes Landing North Phase 1 preliminary plat; more particularly described by Williamson Central Appraisal District Parcel R616492; generally located to the west of the intersection Bagdad Road and Halsey Drive, Leander, Williamson County, Texas.
19. Approval of a Second Reading of an Ordinance regarding Zoning Case Z-22-0018 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Winding Oak PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) and Subdivision Case CP-22-0010 to adopt the Winding Oak Concept Plan, and approval of Development Agreement Case DA-22-0017 on one (1) parcel of land approximately 4.6 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R432300; and commonly known as 100 Winding Oak Drive, Williamson County, Texas.

PUBLIC HEARING: ACTION

20. Conduct a Public Hearing regarding Subdivision Case CP-22-0011 to adopt the Harmony Public School Concept Plan and Subdivision Case 22-PP-0013 to adopt the Harmony Public School Preliminary Plat on eight (8) parcels of land approximately 27.99 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031594, R031591, R031590, R031592, R508114, R508113, R508115, and R031595; generally located on the north side of Hero Way between 183A Toll Road and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Subdivision Case CP-22-0011 and 22-PP-0013 as described above.

REGULAR AGENDA

21. Receive presentation and accept the Annual Financial Report for fiscal year ending September 30, 2022, from external auditor, Patillo Brown and Hill, LLP.
22. Discuss and consider action on a Resolution supporting the authorization of new or amended agreements to provide for the disposal of brush debris under declaration of local disaster Ordinance No. 23-011-00 approved by the City Council on February 7, 2023.
23. Discuss and consider action on an Ordinance No. 22-074-00 regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply, and to provide for related matters, Leander, Williamson & Travis Counties, Texas.
24. Discuss and consider ratifying the City Manager's appointment of Randall Malik as Economic Development Director.
25. Discuss and consider action on a Resolution authorizing an Interlocal Agreement for Fire Protection and Emergency Services between the City of Leander, Texas and Williamson County Emergency Services District No. 9.
26. Discuss the Comprehensive Plan Implementation Schedule, Leander, Williamson & Travis Counties, Texas.
27. Discuss the recommendations from BerryDunn on the review of the City's development process.

28. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
29. Council Member Closing Statements.
30. 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 13 day of February 2023 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.


Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Approval of the minutes for meetings held on January 27, 2023, February 2, 2023, and February 7, 2023.

BACKGROUND:

Attached are the minutes for meeting held on January 27, 2023, February 2, 2023, and February 7, 2023.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes 01.27.2023
2. Draft Minutes 02.02.2023
3. Draft Minutes 02.07.2023



MINUTES
CITY COUNCIL RETREAT
CITY OF LEANDER, TEXAS
Pat Bryson Municipal Hall - Council Chambers
201 N. Brushy Street, Leander, TX 78641

Friday, January 27, 2023 at 8:30 a.m.



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria
Place 3 – David McDonald

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

1. Open Meeting at 8:32 a.m.
2. Roll Call reflected all present with Mayor Pro Tem Thompson and Councilmember Mattke Longoria absent and Councilmember Pantalion-Parker arriving at 8:35 a.m.
3. Discuss City Council vision and mission statements and 2023 goals included: product from strategic plan; samples from Georgetown, Round Rock, Cedar Park, Pflugerville; edits to vision elements; everything must be balanced; curious how often citizens go to Austin; commercial piece not added fast in downturn economy; 183 A frontage left for commercial; transportation; connectivity; general mobility approach; mission statement will be placed on future agenda along with goals for formal adoption; land piece importance with economic development; find companies that desire to be around metro rail stop outside of Austin; be intentional about economic development; high yield ad valorem businesses; strategic focus areas; Comprehensive Plan updates; *[council recessed at 9:35 a.m.; reconvened at 9:48 a.m.]*; discussion continued, xeriscaping; HOA outreach; materials to assist small business owners; and council has until February 15 to submit comments to the city secretary; and an item will be placed on the March 16 agenda to adopt the City Council Mission Statement and Strategic Goals.
4. Discuss the city's fiscal year 2023 financial outlook included: general fund FY 23 overview; sales tax collection this fiscal year versus last year; sales tax collection by category; development permitting deficit projected of \$1.75 million; expenditures; full time positions; closing the gap; area cities by population and tax base per capita; tax base by type; annual sales tax collections per neighboring cities; how council vision and budget are related; and council needs to direct staff to put budget dollars to several of the items in their goals. *[council recessed at 10:55 a.m.; reconvened at 11:12 a.m.]*
[council recessed due to technical difficulty at 11:15 a.m.; reconvened at 11:18 a.m.]
5. Review Resolutions No. 22-012-00 and 22-031-00 regarding management of the city's water system included: water needs and development capacity; overall capacity; treatment capacity; water contracts review; water conservation; community outreach; system improvements; irrigation systems; CIP water projects; treatment capacity; BCRUA; water improvement projects; water needs; *[Councilmember Czernek left the meeting at 11:55 a.m.]* *[council recessed for lunch at 11:55 a.m.; reconvened at 1:08 p.m.]*; reclaim water; water conservation; top ten residential water customers; consider model home

consumption ordinance; rain barrel sales; water conservation education and enforcement; turf grass requirements; Astroturf requirements; impervious covering; multi-family and single-family units entitled; irrigation systems; historical water uses among various residential areas; residential zoning sample data; activity center areas; employment center areas; neighborhood centers; urban mixed-use centers; development agreements postponing issuing residential permits for five years when water issue resolved - council wants changes for what we know not what we do not know; desired mix is 0% residential unless with a mixed use development then allow up 20% residential; staff will work a comprehensive plan amendment proposal to bring to council for a future discussion prior to beginning notification process; tier 3 rate user showed no impact; and irrigation assessment program. *[council recessed at 2:49 p.m.; reconvened at 3:14 p.m.]*

6. Discuss current and potential short-term rental regulations in the city included: increase in requests; need to update ordinance; define and to determine whether to allow or not allow; hire a consultant to locate; pros and cons; case law; requiring a registration piece; neighboring cities requirements; staffing to enforce; research collecting capabilities of HOT funds in ETJ; problem trying to solve; enforcement component; and HOA enforcement.
7. Discuss local priorities related to the Texas Legislature's 88th regular session included: current bills filed in legislation session; not all bills will survive the legislation session; council focus on bills that will impact the City's long term and short term goals; Council can issue a Resolution in support or opposition of bills and forward to sponsor of bill, representative and/or TML; March 10 last day to file bills; TML priorities; preemption bill filed regulating commerce will have impact to City's home rule authority; land use; property tax; sales tax; other tax; elections and debt; open government; and lobbying transparency; and shot clock.
8. Adjourned at 4:28 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - February 2, 2023



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, *Mayor Pro Tem*
Place 5 – Chris Czernek
Place 6 – Becki Ross
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. Opened meeting at 6:00 p.m.
2. Roll Call reflected all present.
3. Received update from Atmos Energy regarding the December 2022 winter storm Elliott including lessons learned from winter storm Uri; plans in place for future storms; CNG brought in for winter storm Elliott; usage outpaced what could serve; moving forward have a much more robust plan moving into recent January 2023 event; researched data of users upstream; no issues to date in January 2023 event; fortification plan; CNG plan; future pipeline projects; standing up a liquid natural gas facility (seasonal); accelerated fortification plan to keep up with development in Leander; per Atmos representatives, this is solely on Atmos there is nothing the city can do to fix the past issues pertaining to system demands; Atmos goal is to grow with Leander; accounting for individual house square footages regarding demands; redundancy for supply; industrial users curtailing their use to help with load during winter storms; review of development with developers before sign contracts with developer can service them; systems all over are at the end of the line and for those customers it should not be a thought; and Atmos' commitment to serve all citizens of Leander.

Briefing workshop adjourned at 6:49 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:04 p.m., Pastor Chris Wembely 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.

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.]

Steve Oberg, 2336 Belen Drive - commented on San Gabriel east; project has long history; Palmera MUD; Capital Improvement Project timeline; Phase 2 timeline; Phase 3 now being listed and approved for design only; and why has it not been completed.

Heath Armstrong, 1300 Lions Lair - commented on Atmos presentation; attorney; exercise caution CNG trucks are not a permanent solution; and temperature differences between Uri and Elliott significantly different.

7. Recognitions/Proclamations/Visitors.
- Black History Month proclamation (February)
8. Received annual update of Hotel Occupancy Tax funds from Leander Chamber of Commerce including: visitor center logo; tourism budget; program of work 2022; entire contract amount as of December 31, 2022; results of work in 2021 and 2022; and goals for 2023.

CONSENT AGENDA: ACTION

Motion by Councilmember Esme Mattke Longoria, Seconded by Councilmember Kathryn Pantalione-Parker to approve consent agenda items 9 through 21.

Vote: 7 - 0

9. Approval of the minutes for meeting held on January 19, 2023.
10. Approval to renew Microsoft 365 subscription licensing utilizing pricing and terms contained in Texas DIR Contract DIR-TSO-4092 from SHI Government Solutions, Inc., and to pay the renewal amount due of \$168,302.40; and authorize the City Manager to execute any and all necessary documents and renewals.
11. Approval of an Ordinance correcting a scrivener's error in several sections of the personnel policy adopted by Ordinance No. 22-094-00 on October 20, 2022; making finding of fact; and providing for related matters.
12. Approval of Task Order CFA-001 from CobbFendley and Associates for design services related to the widening and improving of South Street and West Drive, located in the Old Town area, (CIP Projects T.17, T.49, and T.53) including adjacent utility systems, right-of-way improvements, surveying, documents for right-of-way procurement, assessments, and needed improvements for related intersections, in the amount of \$1,137,791.30; and authorize the City Manager to execute any and all necessary documents.

13. Approval of Amendment No. 7 to Task Order HAI-2 to Halff Associates for the design and construction of Lakewood Park (CIP Project 18-CIP+002) providing for additional documentation and a report for the correction to the required soil mitigation and compensatory cut to comply with the requirements of the Upper Brushy Creek Water Control Improvements District increasing the contract amount by \$5,000.00 for a new total contract amount of \$939,017.00; authorize the City Manager to execute any and all necessary documents.
14. Approval of a variance of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Lendi Home Builders, LLC to provide for construction activities for the Crystal Falls Town Center Phase 2 Lot 1 project (21-SD-020) located on 1890 Crystal Falls Parkway, Leander Texas, to begin construction at 4:00 a.m. from February 3, 2023 to March 3, 2023; and require the contractor to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.
15. Approval of a variance of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Lendi Home Builders, LLC to provide for construction activities for the Crossing at Crystal Falls Phase 5 Swadeshi Plaza project (21-SD-045) located on 10745 Crystal Falls Parkway, Lot 4 of Cantwell Tract, Leander Texas to begin construction at 4:00 a.m. from February 3, 2023 to April 30, 2023; and require the contractor to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.
16. Acceptance of public infrastructure improvements for Travisso Phase 4 Sections 4 and 5 Subdivision.
17. Approval of an Ordinance amending Code of Ordinances, Section 6.07.063 of the Leander Stormwater Ordinance.
18. Award of Solicitation S22-026 for construction services for Falcon Oaks wastewater and water improvement (CIP Project WW.20/W.6), with Joe Bland Construction, LP, in the amount of \$4,568,573.75; and authorize the City Manager to execute any and all necessary documents.
19. Authorize the President of the BCRUA to finalize a Resolution approving Supplemental Contract No. 2 with Walker Partners, LLC for construction phase services of BCRUA Phase 1D Water Treatment Plant Expansion.
20. Approval of purchase of forty-two (42) ballistic shields for the Leander Police Department in the amount of \$141,428.70 from GT Distributor, Inc. utilizing the BuyBoard Co-Op Contract; and authorize the City Manager to execute any and all necessary documents.
21. Approval of purchase of a multi-sensor digital security camera system for the Leander Police Department Headquarters in the amount of \$55,625.44 from Convergent Technologies utilizing the Sourcewell Contract #030421-CTL; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

22. Mayor Christine opened the Public Hearing at 7:35 p.m. regarding Comprehensive Plan Case CPA-22-0005 to amend the Transportation Master Plan to remove the proposed collector roadway located to the south of the terminus of Republic Trails and to the west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:35 p.m.

- Discuss and consider action regarding Comprehensive Plan Case CPA-22-0005 as described above.

Motion by Councilmember Kathryn Pantalione-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Comprehensive Plan Case CPA-22-0005 to amend the Transportation Master Plan to remove the proposed collector roadway located to the south of the terminus of Republic Trails and to the west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

Vote: 7 - 0

23. Mayor Christine opened the Public Hearing at 7:37 p.m. regarding Zoning Case Z-22-0018 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Winding Oak PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) and Subdivision Case CP-22-0010 to adopt the Winding Oak Concept Plan on two (2) parcels of land approximately 12 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R432300 and R538852; and commonly known as 100 Winding Oak Drive, Williamson County, Texas. No spoke in favor of the request. Shane Painter, 2401 Airport Drive; Steve Oberg, 2336 Belen Drive; Garrett Woerner, 2344 Belen Drive, Chris Cox, 2433 Costera Street spoke in opposition of the request. Janice Lentz, 2313 Carretera Drive and Andrew Bunce, 2405 Airport Drive submitted written opposition to the request via the website. The Public Hearing closed at 7:45 p.m.

- Discuss and consider action regarding Zoning Case Z-22-0018 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalione-Parker to approve Zoning Case Z-22-0018 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Winding Oak PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) and Subdivision Case CP-22-0010 to adopt the Winding Oak Concept Plan on two (2) parcels of land approximately 12 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R432300 and R538852; and commonly known as 100 Winding Oak Drive, Williamson County, Texas, removing the residential component and approving GC-2-A on the 4.6 acres only as requested, following a discussion.

Vote: 7 - 0

24. Conduct a Public Hearing regarding Zoning Case Z-22-0021 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Bar W Ranch East Commercial PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse), MF-2-A (Multi-Family), and GC-2-A (General Commercial) on one (1) parcel of land approximately 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. ***[POSTPONED BY APPLICANT TO MARCH 2, 2023]***

REGULAR AGENDA

25. Discuss and consider action regarding an Interlocal Agreement with the Williamson County Economic Development Partnership; and authorize the City Manager to execute any and all necessary documents.

Motion by Councilmember Becki Ross, Seconded by Mayor Christine DeLisle to approve Interlocal Agreement with the Williamson County Economic Development Partnership in the amount of \$20,000.00; and authorize the City Manager to execute any and all necessary documents, following a discussion.

Vote: 7 - 0

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

27. Council Member Closing Statements.

Kathryn Pantalion-Parker - wished everyone good night.

Esme Mattke Longoria - wished everyone good night.

David McDonald - wished everyone good night.

Na'Cole Thompson - wished everyone good night.

Chris Czernek - wished everyone good night.

Becki Ross - wished everyone good night.

Christine DeLisle - stated Randall's and HEB provided food for dinner; commented on people going door to door trying to sell their service after the storm; brush clean up information on the website; and thanked staff for all their efforts with the recent storm.

28. Convene into Executive Session pursuant to:
1. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding recreation center; 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 and 551.087, Texas Government Code Deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations related to the following project(s): Project Cutting Edge and Project Ride or Die; and
 4. Section 551.074, Texas Government Code, to discuss or deliberate the duties of a public officer or employee: City Manager.

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

1. Recreation center; and
2. Ratepayers appealing the water rates; and

3. Project(s): Cutting Edge and Ride or Die; and
4. City Manager.

(Item 1) No action.

(Item 2) No action.

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross (Item 3) to approve an addendum to Chapter 380 Agreement with Project Cutting Edge terminating the 380 Agreement.

Vote: 7 - 0

(Item 3 - Ride or Die, LLC) No action.

(Item 4) No action.

29. Adjournment

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

From: [PCR](#)
To: [Dara Crabtree](#)
Subject: Public Comments Request
Date: Wednesday, February 1, 2023 11:36:52 AM

Submitted on Wednesday, February 1, 2023 - 11:36am Form: Public Comments Request Form
ID: 15331 Submission ID: 138092 Submitted values are:

Full Name Andrew Bunce

Do you live within Leander city limits? Yes

Home Address 2405 Airport Dr

Phone Number 5412074901

Email [REDACTED]

My comments apply to the following regular meeting: City Council

My comments apply to the following meeting date Thu, 02/02/2023

My agenda item or case number Z-22-0018, CP-22-0010

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

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

My comments (optional)

The city voted to limit new and increased density residential areas due to the future water projects. This development represents a new and increased density residential area. If this proposal is approved, where specifically does the city draw the line for new development?

Do small scale commercial sites fit into the city's vision of Hero Way given the future expansion of the road?

What is the forecasted impact on Winding Oaks and Hero Way?

What is the maintenance plan to support this increased construction traffic on Winding Oaks?

How will this development impact the traffic on Hero Way and the maintenance of that road?

Is there a plan to repair and improve the intersection of Winding Oaks and Hero to handle the increased construction traffic and future access to the proposed residential and commercial sites?

How will this development impact the improvement plans for Hero? If so, will traffic have to be diverted through the Palmera Ridge community?

What are the forecasted impacts these new residential units will have on the Leander ISD zoning proposals?

I want to upload a file with this form Yes

Upload a file (optional) [andrew_bunce_statement.pdf](#)

The results of this submission may be viewed at:

<https://www.leandertx.gov/node/15331/submission/138092>

Andrew Bunce
2405 Airport Drive
Leander, TX 78641
541-207-4901

To whom it may concern,

Below are my concerns regarding Z-22-0018 and CP-22-0010. Based on the concerns I do not concur with the development plans at this time.

1. The city voted to limit new and increased density residential areas due to the future water projects. This development represents a new and increased density residential area. If this proposal is approved, where specifically does the city draw the line for new development?
2. Do small scale commercial sites fit into the city's vision of Hero Way given the future expansion of the road?
3. What is the forecasted impact on Winding Oaks and Hero Way?
 - a. What is the maintenance plan to support this increased construction traffic on Winding Oaks?
 - b. How will this development impact the traffic on Hero Way and the maintenance of that road?
 - c. Is there a plan to repair and improve the intersection of Winding Oaks and Hero to handle the increased construction traffic and future access to the proposed residential and commercial sites?
 - d. How will this development impact the improvement plans for Hero?
 - e. If so, will traffic have to be diverted through the Palmera Ridge community?
4. What are the forecasted impacts these new residential units will have on the Leander ISD zoning proposals?

Thank you for your consideration,

Andrew Bunce

From: [PCR](#)
To: [Dara Crabtree](#)
Subject: Public Comments Request
Date: Thursday, January 26, 2023 8:16:01 PM

Submitted on Thursday, January 26, 2023 - 8:15pm Form: Public Comments Request Form
ID: 15331 Submission ID: 138064 Submitted values are:

Full Name Janice LENTZ

Do you live within Leander city limits? Yes

Home Address 2313 Carretera Drive

Phone Number (512) 963-2426

Email [REDACTED]

My comments apply to the following regular meeting: City Council

My comments apply to the following meeting date Thu, 02/02/2023

My agenda item or case number Z-22-0018 CP-22-0010

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

I want to include comments at the meeting No. I just want my position (FOR/AGAINST)
added to the meeting record.

I want to upload a file with this form No

The results of this submission may be viewed at:

<https://www.leandertx.gov/node/15331/submission/138064>



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - February 7, 2023 at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria
Place 3 – David McDonald

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

1. Opened meeting at 6:30 p.m.
2. Roll Call reflected all present with Councilmember Mattke Longoria absent.
3. Public comments on items not listed in the agenda.

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

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

4. Received report from City Manager and the Emergency Management Team regarding Winter Storm Landon including: city preparations for freezing rain; Emergency Operations Center activation; Mayor Christine issued Disaster Declaration; brush debris in all areas of the city; Clawson Disposal assessment of debris.
5. Discuss and consider possible action on an ordinance extending the Disaster Declaration issued by Mayor DeLisle on January 31, 2023.

Motion by Mayor Christine DeLisle, Seconded by Councilmember David McDonald to approve an Ordinance No. 23-011-00 extending the Disaster Declaration issued by Mayor Christine DeLisle on January 31, 2023 for thirty (30) days.

Vote: 6 - 0

6. Discuss and consider possible action to waive permit fees and relax regulations related to disposal of storm debris.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Kathryn Pantalion-Parker to approve an Ordinance No. 23-012-00 waiving permit fees and relax regulations related to disposal of storm debris, following a discussion.

Vote: 6 - 0

7. Discuss and consider possible action related to procurement of services to dispose of storm debris.

No action, following a discussion.

8. Adjourned 7:20 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

From: [PCR](#)
To: [Dara Crabtree](#)
Subject: Public Comments Request
Date: Sunday, February 5, 2023 4:43:53 PM

Submitted on Sunday, February 5, 2023 - 4:43pm Form: Public Comments Request Form ID: 15331 Submission ID: 138122 Submitted values are:

Full Name Allison Catalano

Do you live within Leander city limits? Yes

Home Address 744 American Trail

Phone Number 512-433-9954

Email [REDACTED]

My comments apply to the following regular meeting: City Council

My comments apply to the following meeting date Tue, 02/07/2023

My agenda item or case number Non-agenda

My position on the above agenda item or case number My item is NOT on the agenda.

My NON-AGENDA item topic

Why does the area between Hero Way and Crystal Falls Parkway touching Bagdad have so many power outages? My specific neighborhood is Trails at Leander. Our power flickers frequently, but we also have an inordinate amount of significant outages.

Can the council look into this and find a solution?

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

My comments (optional)

I want to upload a file with this form No

The results of this submission may be viewed at:

<https://www.leandertx.gov/node/15331/submission/138122>



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

A resolution of support for Williamson County to seek U.S. Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program funding for the Ranch to Market Road (RM) 2243 People-to-Jobs Connector Project.

BACKGROUND:

The Rebuilding American Infrastructure with Sustainability and Equity, or RAISE Discretionary Grant program, provides a unique opportunity for the U.S. Department of Transportation (USDOT) to invest in road, rail, transit and port projects that promise to achieve national objectives. Previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants, Congress has dedicated nearly \$12.1 billion to fourteen (14) rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact.

Williamson County has been designing and preparing an environmental assessment for the future construction of a controlled access facility, RM 2243 (Hero Way), from 183A to the Southwest Bypass, a length of approximately eight (8) miles. The City also desires to cooperate with the County to facilitate rights-of-way acquisition and construction of the first frontage road for the portions of the County project within Leander city limits, a length of approximately three (3) miles. In 2021, the City and Williamson County entered into an agreement to provide for the City's participation in the acquisition of easements and rights-of-way, up to \$13.9 million in total City cost.

Williamson County is resubmitting the RM 2243 (Hero Way) Project, also referred to as the RM 2243 People-to-Jobs Connector Project, for a RAISE grant at the end of February 2023 to partially fund Phase 1 construction costs. Although the County will reference the City's commitment to ROW funds in the grant application, they have requested resolutions and/or letters of support from various entities for the project, as well as for the application for federal funds.

Attachments

1. Proposed resolution
2. City-County interlocal agreement

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF SUPPORT FOR WILLIAMSON COUTNY TO SEEK U.S. DEPARTMENT OF TRANSPORTATION (USDOT) REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY GRANT PROGRAM FUNDING FOR THE RANCH TO MARKET ROAD (RM) 2243 PEOPLE-TO-JOBS CONNECTOR PROJECT.

WHEREAS, Williamson County is and has been in the process of designing and preparing an environmental assessment for the future construction of a controlled access facility, RM 2243 (Hero Way), from 183A to the Southwest Bypass, a length of approximately eight (8) miles; and

WHEREAS, the City desires to cooperate with the County to facilitate the right-of-way acquisition and construction of the first frontage road for the portions of the County Project within City limits, a length of approximately three (3) miles; and

WHEREAS, in 2021, the City and Williamson County entered into an agreement to provide for the City's participation in acquisition of easements and rights-of-way, up to \$13.9 million in total cost, for the portion of the RM 2243 People-to-Jobs Connector Project within the City limits; and

WHEREAS, Williamson County is a significant technological hub for the United States, accounting for more than \$292 billion in domestic production of electronics annually from Apple, Dell, Samsung Semiconductor, and others; and

WHEREAS, the project will modernize and replace dilapidated infrastructure by constructing a multimodal transportation corridor with safety and environmental resiliency features, and Williamson County has and continues to make needed investments in these areas as well as in promoting denser, more multimodal-friendly urban mixed-used development;

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

Leander City Council supports the USDOT RAISE discretionary grant application submitted by Williamson County in support of the RM 2243 People-to-Jobs Connector Project, which is a critical investment in surface transportation infrastructure that will significantly impact the city of Leander, Texas, economy and improve multimodal transportation the greater Williamson County, Texas, region.

DULY PASSED AND APPROVED this the 16th day of February, 2023.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE RIGHT OF WAY
ACQUISITION COSTS RELATED TO RM 2243 (HERO WAY) PROJECT**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Leander, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing and preparing an environmental assessment for the future construction of a controlled access facility, RM 2243 (Hero Way), from 183A to the Southwest Bypass, a length of approximately eight (8) miles, as shown on **Exhibit “A-1”**, attached hereto (the “**County Project**”); and

WHEREAS, the City desires to cooperate with the County to facilitate the right-of-way acquisition and construction of the first frontage road for the portions of the County Project within City limits, a length of approximately three (3) miles, as shown on Exhibit “A-2” (“**Leander Segment**”); and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the right-of-way acquisition for the portion of the County Project within the City limits.

**II.
COUNTY OBLIGATIONS**

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary design, final design and construction of the first frontage road, right-of-way and easement acquisitions related to the construction of the County Project, unless otherwise specified herein (“**County Project Costs**”).

2.02 Construction Plans. The County will submit the plans and specifications related to the County Project to the City. Any changes or modifications to the plans will be submitted to the City for comment prior to commencing construction. The County shall schedule periodic progress meetings of not less than one per month, unless otherwise agreed by both Parties.

2.03 Funds. Prior to invoicing City, County will provide written confirmation that the funds necessary to complete the physical construction of the Leander Segment have been appropriated, or otherwise set aside, and of County's intent to retain such sufficient funds until construction of the Leander Segment is complete. The amount set aside will be no less than the design engineer's latest estimate of probable costs.

III.

CITY OBLIGATIONS

3.01 City Reimbursements. After receipt of the notice provided pursuant to Section 2.03 above, the City shall reimburse the County the sum of up to and no more than Thirteen Million Nine Hundred Thousand Dollars (\$13,900,000) (City Participation") as its cost to participate in the County Project, in exchange for the acquisition of easements and rights-of-way. The County will transmit reimbursement requests that clearly describe work done for which reimbursement is sought, including copies of settlement statements for all acquired easements and right-of-way. Reimbursement requests, when totaled, will not exceed the City Participation amount, and will be sent pursuant the following payment schedule: 25% upon execution of this Agreement, 25% upon contract award, 50% when construction is 50% complete (as determined by the value of the work completed to date against the contract amount). The City shall make a good faith effort to pay the invoice within thirty (30) days after receipt of said payment request from the County.

3.02 Permission to Acquire ROW. The City agrees to allow the County to acquire easements and right-of-way for the County Project, through condemnation or otherwise, within the City's boundaries. The City further agrees to provide the right-of-way footprint to potential developers and acquire the right-of-way through the development process to the extent possible.

IV.

DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative

action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If City fails to pay for Services under this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Indemnity. To the extent permitted by law, grantee agrees to hold harmless, defend (on demand) and indemnify the City and all the City's officers, employees, and agents, against any and all causes of action, suits, liabilities, claims, demands, losses, costs or damages, including, but not limited to, personal injuries including death, property damage and attorney's fees, for claims resulting from County's actions in furtherance of the County Project.

5.06 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

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

5.08 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.09 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the plans attached hereto as Exhibit "A."

5.10 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.11 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.12 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below.

CITY: City of Leander
PO Box 319
Leander, TX 78643
Attn: City Manager
Telephone: (512) 930-3652

COUNTY: 710 S. Main Street,
City, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.13 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.14 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.15 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.16 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF LEANDER, TEXAS

By: C. Sederquist
Christine Sederquist, Mayor

ATTEST:

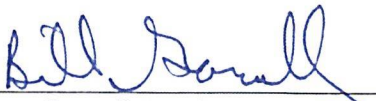
By: Dara Crabtree
Dara Crabtree, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 4th day of November, 2021, by Christine Sederquist as Mayor of the City of Leander, a Texas home-rule city, on behalf of said city.

Deborah Penberg
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

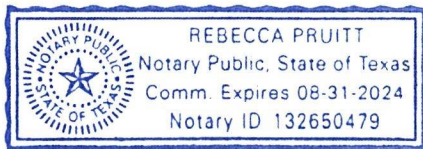
By: 
William Gravell, Jr., County Judge

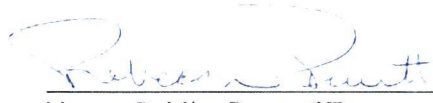
ATTEST:

By: 
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

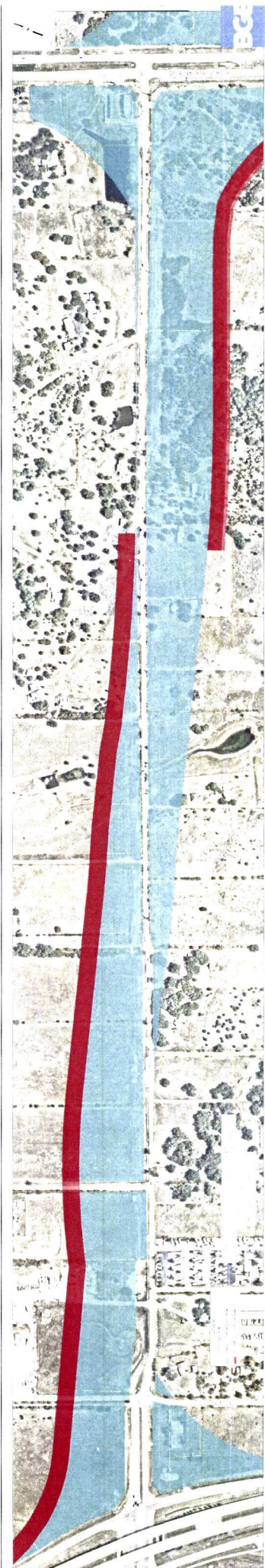
THIS INSTRUMENT was acknowledged before me on this 23rd day of November, 2021, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

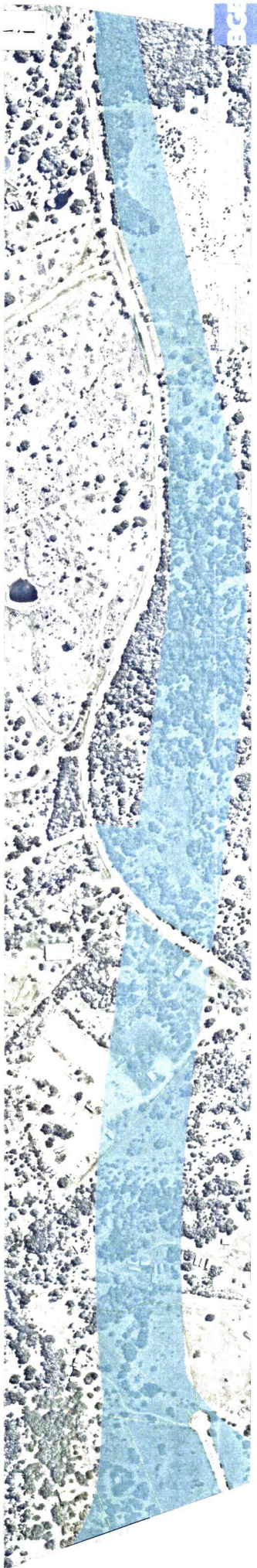



Notary Public, State of Texas



Scale 1:500
North Arrow
Legend
Proposed Road Alignment
Existing Road Alignment
Property Lines
Topography
Water Features
Buildings
Vegetation
Other Features





Williamson County Proposed Bond Project Request Form

Part A. General Project Information

Project Information - Please fill in the following information.

Project Sponsor(s)

CITY OF LEANDER

Project Category

☒

Roadway/Drainage

☐

Regional Trail Connection

Project Name

HERO WAY

Project Limits/Location

FROM U.S. HWY. 183-A EASTWARD ALONG HERO WAY TO THE EASTERN CITY LIMITS ALONG RM 2243 AT GARY RANCH PARK

Project Length (in miles)

2.50

Project Description

PURCHASE RIGHT-OF-WAY FOR RM 2243 CONTROLLED ACCESS EXPRESSWAY AS DEFINED IN THE WILLIAMSON COUNTY'S AND TXDOT'S RM 2243 CORRIDOR STUDY AND CONSTRUCT EASTBOUND AND WESTBOUND FRONTAGE ROADS

Who will manage the project? (County, Sponsor, etc)

WILLIAMSON COUNTY/TXDOT

Who will be responsible for maintenance?

TXDOT

Project Justification - Describe at a minimum, the issue(s) the project will address, the proposed solution(s), the desired outcome, and how the project will help implement Williamson County's Long Range Transportation Plan or Comprehensive Parks Master Plan.

View the plans at www.wilco.org/LRTP and www.wilco.org/CPMP (Regional Trail Plan - pg 67).

THIS EXPRESSWAY PROJECT WILL IMPROVE MOBILITY, CAPACITY, AND CONNECTIVITY BETWEEN U.S. HWY. 183-A AND I-35 WHEN COMBINED WITH THE REMAINING PORTION OF THE PROPOSED EXPRESSWAY FROM THE LEANDER'S EASTERN CITY LIMITS TO THE CITY OF GEORGETOWN. PURCHASE OF RIGHT-OF-WAY AND CONSTRUCTION OF FRONTAGE ROADS WILL FACILITATE EFFICIENT DEVELOPMENT IN THIS MAJOR EAST-WEST CORRIDOR WITH THE LEAST COST AND DISRUPTION TO DEVELOPMENT AS COMPARED TO PURCHASING RIGHT-OF-WAY IN THE OUT YEARS.

Project Map - Provide a map of the project in electronic format (pdf or jpg).

Project Information - Provide additional backup information such as cost estimates and planning documents that may be useful in evaluating the project.

Project Priority - Indicate the projects priority if submitting more than one project application for Transportation or Trails.

1

of

1

Part B. Project Status and Schedule

Project Status - Describe work accomplished to date.

WILLIAMSON COUNTY AND TXDOT HAVE COMPLETED AND FINALIZED A PROPOSED SCHEMATIC AND ALIGNMENT FOR THE PROPOSED RM 2243 EXPRESSWAY PROJECT WITH THE COMPLETION OF THEIR RM2243 CORRIDOR STUDY AS PRESENTED AT THEIR NOVEMBER 29, 2018, OPEN HOUSE IN GEORGETOWN. WILLIAMSON COUNTY AND TXDOT HAVE INITIATED PROCESS TO PROVIDE AN ENVIRONMENTAL ASSESSMENT, WHICH IS EXPECTED TO BE COMPLETED IN APPROXIMATELY TWO YEARS.

Anticipated Project Schedule

	Start Date	Finish Date
Planning/Design/Environmental Clearance	10/19	09/21
Right-of-Way Acquisition	10/21	09/22
Utility Relocation	01/22	06/22
Construction	07/22	06/24

Part C. Local Cost Participation

Local cost participation is strongly encouraged. Projects will be evaluated in part by the percentage of local cost participation.

Estimated Costs

Planning/Design/Environmental Clearance	
Right-of-Way Acquisition	\$ 26,400,000
Utility Relocation	
Construction	\$ 39,050,000
Total Project Cost	\$ 65,450,000
Sponsor's Cash Contribution	\$ 13,460,000
In-kind Contribution - List total amount of in-kind contributions to right. List type (services, ROW, grant, etc) and amount for each below. (Note: Sponsor is assumed to fund relocation of sponsor-owned utilities unless otherwise noted.)	\$ 450,000

EXISTING WATER LINE AND WASTEWATER LINE RELOCATIONS

Total Amount of Funds Committed by Sponsor	\$ 13,910,000
County Funds Requested	\$ 51,540,000
Sponsor Cost Participation Percentage	21.3%

Part D. Applicant Contact Information

Name	Wayne S. Watts, P.E.
Title	City Engineer
Mailing Address	P.O. Box 319, Leander, Texas 78646
Phone	512-528-2766
Email	w.watts@leandertx.gov

Please complete these forms and submit them by April 12, 2019 via email to bdaigh@wilco.org or by mail to:

Williamson County Citizen's Bond Committee
3151 SE Inner Loop, Suite B
Georgetown TX 78626



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Acceptance of the Quarterly Investment Report for the period ending December 31, 2022.

BACKGROUND:

Under the Public Funds Investment Act (PFIA), the City is required to maintain a City Council-approved Investment Policy that is reviewed annually and is in compliance with the Act. Quarterly Investment Reports are presented to the governing body to disclose the book and market values of the investments at the period end, and to demonstrate compliance with the Council-approved Investment Policy.

The period covered in this report is October 1, 2022 through December 31, 2022.

As of December 31, 2022, the City's investment portfolio totaled \$264,386,691.00. Interest earnings for the quarter were \$1,209,236.00, and the fiscal year-to-date interest earnings totaled \$1,209,236.00. The average yield-to-maturity on the investment fund was 2.449% and the weighted average maturity was two hundred fifty (250) days.

RECOMMENDATION:

Approval and acceptance of the Quarterly Investment Report for the period ending December 31, 2022.

PRESENTER:

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

Attachments

1. Quarterly Investment Report 12-31-2022



QUARTERLY INVESTMENT REPORT

City of Leander

DECEMBER 31, 2022



MEEDER

PUBLIC FUNDS
PATTERSON GROUP

Preparing for Recovery

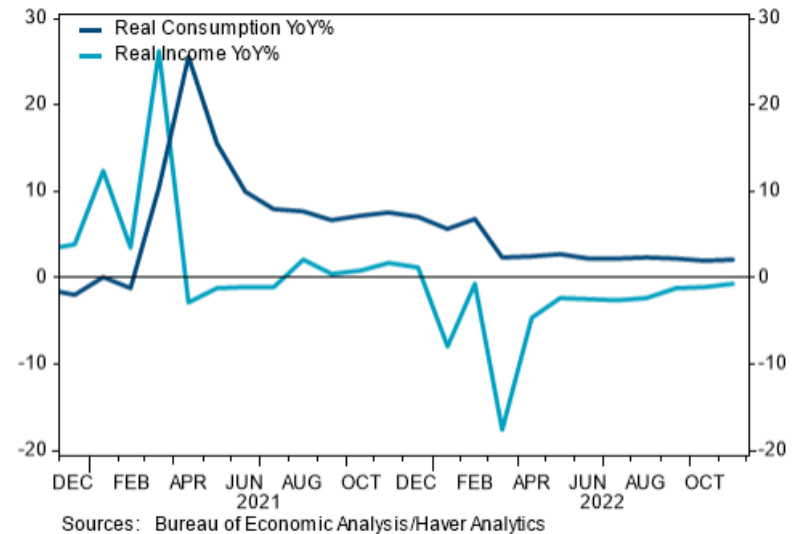
If 2022 was all about inflation, then 2023 may be all about recovering and preparing for recovery. With the monthly irregularities in data, and the uncertainty in the economic outlook and legislative policy, we are left with unanswered questions for the new year. Investors and consumers alike continue to wonder is the U.S. in recession? How deep and prolonged might a downturn be? Has inflation peaked, and if so, will price pressures continue to retreat from here?

For the consumer, high borrowing costs and prices, a surprisingly low level of labor participation and depleted savings should increasingly lower spending activity. And, as shoppers reduce or shift spending, businesses may continue a growing trend of investment, particularly in technology to replace high-cost labor and grow productivity; a missing component of activity for over a decade. Excessive post-Covid consumer demand led to inflated retail inventories which now weigh down on prices and business.

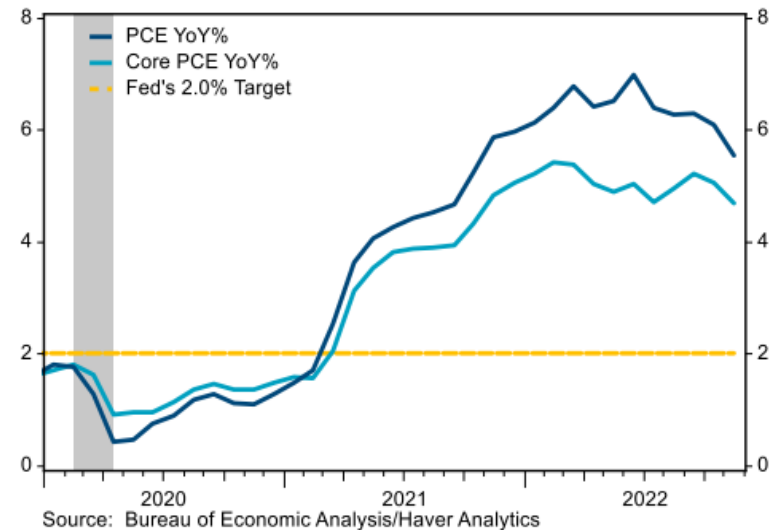
Consumer activity peaked in the 3rd quarter, but the lingering pain of inflation increasingly took its toll by year-end. The reality of a reduced wealth cushion, is causing a shift or reduction in spending habits. For some, this means curtailing purchases. For others, this means downgrading the quality or brand of their purchases. And for others –notably the younger generation – this has resulted in binge spending (where consumers pull back as much as possible one month to purchase more expensive items the next). Regardless of the form, it is increasingly evident that consumers are dramatically shifting the goods and services in their basket - a reflection of growing unease for household financials.

As the consumer modifies her spending, the Fed has also modified the plan for fighting inflation. With inflation pressures easing the Fed has reduced its march to higher rates with its limited 0.50% increase in overnight rates in December.

Is the consumer worn out?



Inflation easing



A Painful Progress

In 2023 the continuing near-term pain to the consumer and to business will undoubtedly forestall a much larger and longer-term struggle if inflation were to remain unchecked domestically and globally. Global uncertainty caused by political tensions, outright threats and war, along with lingering supply chain snags will continue to exacerbate markets unease causing substantial volatility and even threatening economic dysfunction.

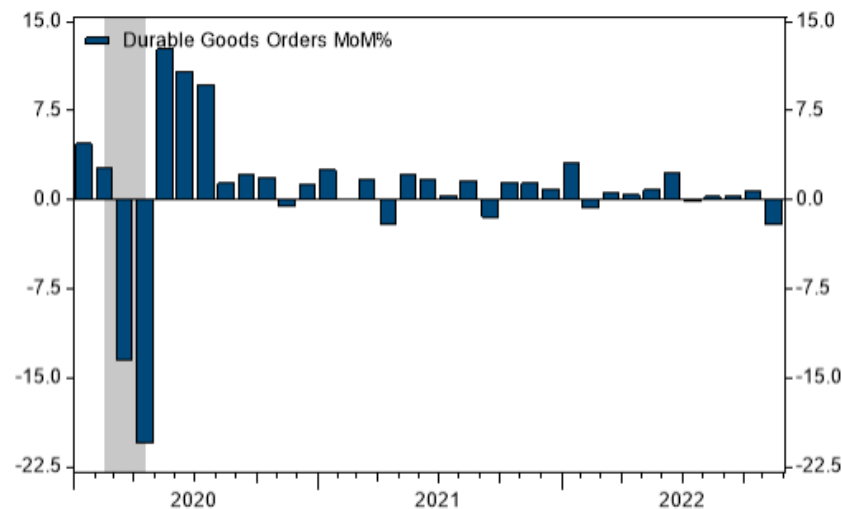
Throughout 2022 central banks have recognized and coordinated rate increases to fight inflation. Even the historically conservative Bank of Japan has allowed its ten-year bond rate to rise from 0.00% to 0.50%! The US leads the inflation battle at an inflation rate of 5.5% year-over-year versus a rate still near 10% in Europe.

The easing of inflation has given the central banks some breathing space. If slowing demand and discounting prices because of elevated inventories along with declining house prices extends globally, we may see all central banks pausing to wait for an anticipated turn. That interplay of inflation and central bank intervention will ultimately shape 2023.

GDP has unexpectedly risen at year-end after two quarters of decline. The factors continue to vary perhaps too greatly to make predictions: personal consumption especially on services was up whereas goods consumption was down and business investment remains sluggish.

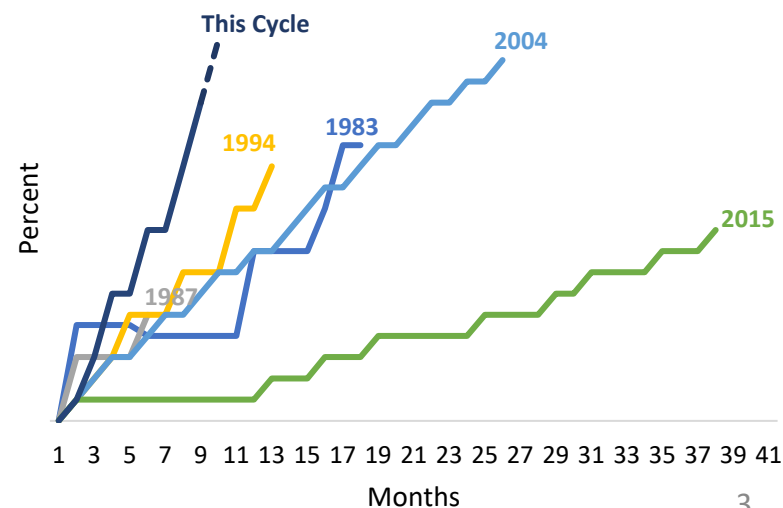
All that said, the painfully slow pace of retreat continues to underscore the fact that there is still work to be done, as Chairman Powell said at the December FOMC meeting.

Big item orders drop



Source: Census Bureau/Haver Analytics

Fastest Rate Hiking Cycle



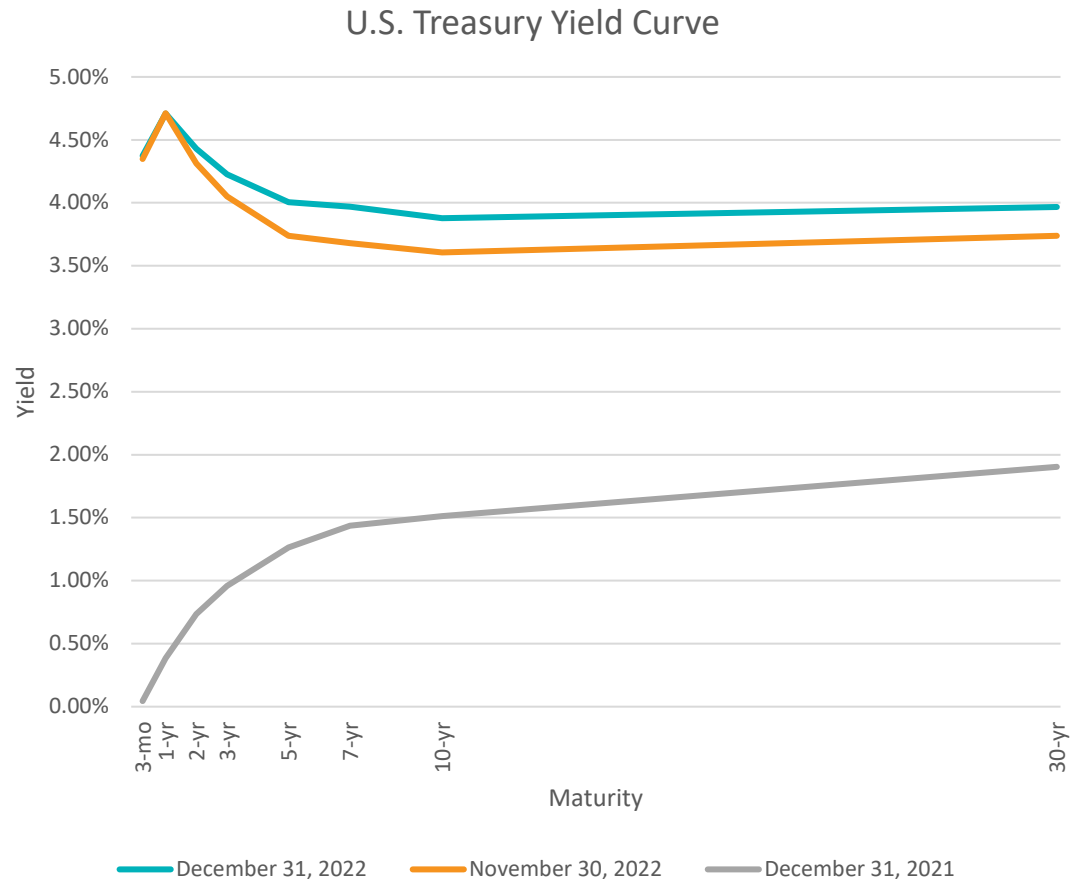
Expectations Drive Rates

The Fed has moderated from the 0.75% hike paces and gave us only a 0.50% hike in December.

The Fed fully concedes that higher rates will slow growth but is willing to take these actions to tame inflation through lessening demand.

The expected increase in GDP has changed the recession discussion somewhat with the market even beginning to think a soft landing may be possible.

There are signs of slightly slowing inflation such as lower rents and a reduced need for workers. The continuously changing environment has even the Fed debating how much more tightening is needed.



City of Leander, Texas

Quarterly Investment Report
October – December 2022
Portfolio Summary Management Report

This quarterly report is prepared in compliance with the Investment Policy and Strategy of the City and the Public Funds Investment Act (Chapter 2256., Texas Government Code).

<u>Portfolio as of September 30, 2022</u>		<u>Portfolio as of December 31, 2022</u>	
Beginning Book Value	\$ 236,112,354	Ending Book Value	\$ 264,386,691
Beginning Market Value	\$ 230,398,743	Ending Market Value	\$ 259,164,273
Unrealized Gain/Loss	\$ (5,713,611)	Investment Income for the period	\$ 1,209,236
		Unrealized Gain/Loss	\$ (5,222,418)
		Change in Unrealized Gain/Loss	\$ 491,193
WAM at Beginning Period Date ¹	342 days	WAM at Ending Period Date ¹	250 days
		Change in Market Value ²	\$ 28,765,530
Average Yield to Maturity for period		2.184%	
Average Yield 6 month T-bill for period		4.540%	
Average Yield 1 year Treasury for period		4.600%	
Average Yield 2 year Treasury for period		4.380%	

Authorized by:



Robert Powers, Executive Finance Director
City of Leander



Jodi Levie, Assistant Finance Director
City of Leander



Linda Patterson, President
Patterson & Associates

¹ WAM, represents weighted average maturity.

² *Change in Market Value* is required data, but will primarily reflect the receipt and expenditure of the City's funds from quarter to quarter.

Your Portfolio

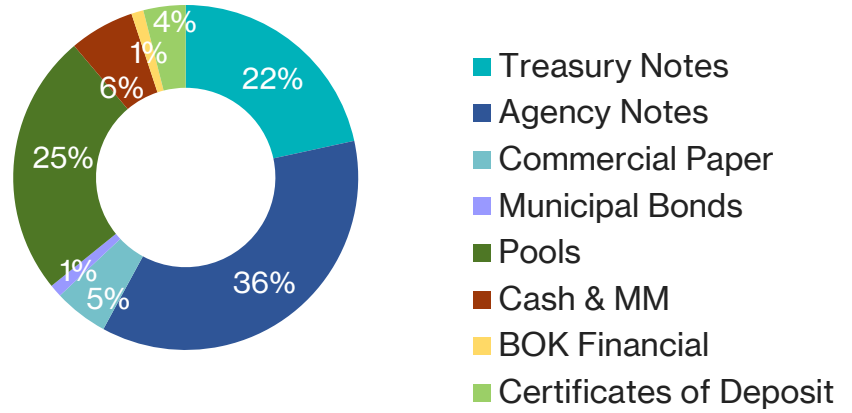
As of December 31, 2022

Your Portfolio Statistics

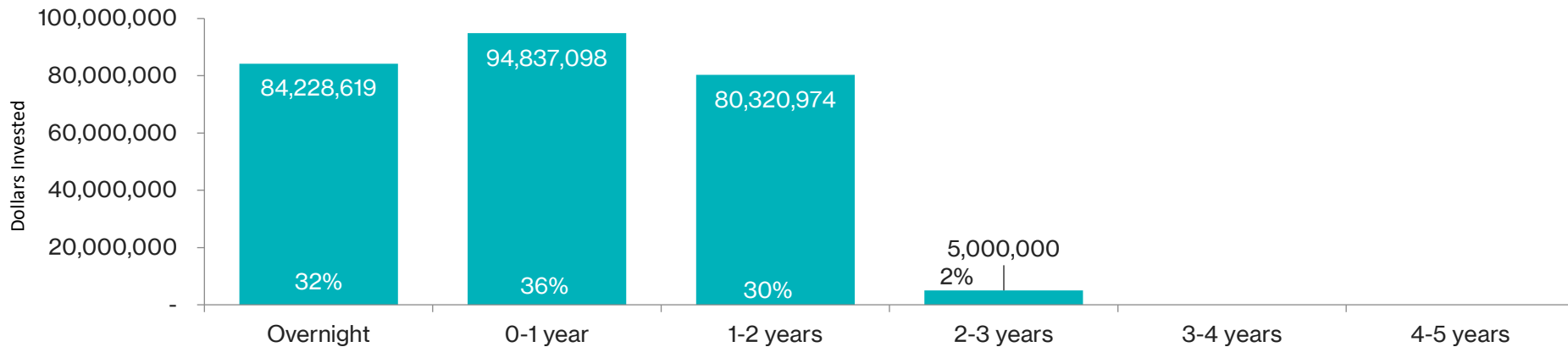
Weighted Average Maturity 0.68 years

Weighted Average Yield (All Funds) 2.45%

Your Asset Allocation



Your Maturity Distribution



Allocation Percentage Per Year

City of Leander, Texas
Portfolio Management
Portfolio Summary
December 31, 2022

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
BOK Financial - MM Funds	3,007,229.24	3,007,229.24	3,007,229.24	1.14	1	1	3.697
Commercial Paper Disc. -Amortizing	13,500,000.00	13,412,108.00	13,452,818.47	5.09	264	53	2.484
Federal Agency Coupon Securities	96,000,000.00	92,098,382.91	96,039,779.67	36.33	879	494	1.603
Treasury Coupon Securities	57,500,000.00	55,894,665.00	57,083,891.76	21.59	560	266	1.603
Municipal Bonds	3,125,000.00	3,073,916.25	3,125,000.00	1.18	968	156	0.513
Texpool	51,407,636.49	51,407,636.49	51,407,636.49	19.44	1	1	3.980
TexStar	12,559,801.91	12,559,801.91	12,559,801.91	4.75	1	1	3.968
Texas Range	1,130,176.73	1,130,176.73	1,130,176.73	0.43	1	1	4.130
Money Market Funds	15,789,719.22	15,789,719.22	15,789,719.22	5.97	1	1	3.706
Bank Accounts/CD's pd mo/qrly	10,790,637.55	10,790,637.55	10,790,637.55	4.08	274	193	3.555
Investments	264,810,201.14	259,164,273.30	264,386,691.04	100.00%	477	250	2.449
Cash and Accrued Interest							
Accrued Interest at Purchase		1,302.08	1,302.08				
Subtotal		1,302.08	1,302.08				
Total Cash and Investments	264,810,201.14	259,165,575.38	264,387,993.12		477	250	2.449

Total Earnings	December 31	Month Ending	Fiscal Year To Date
Current Year		444,260.12	1,209,235.95

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the City of Leander, Texas of the position and activity within the City's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.


 Robert Powers, Executive Finance Director

1-30-23

Reporting period 12/01/2022-12/31/2022
 Data Updated: SET_LEND: 01/27/2023 15:40
 Run Date: 01/27/2023 - 15:40

Portfolio LEND
 AP
 PM (PRF_PM1) 7.3.0
 Report Ver. 7.3.6.1

City of Leander, Texas
Summary by Type
December 31, 2022
Grouped by Fund

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: ARPA 2021						
Texpool	1	2,874,657.81	2,874,657.81	1.09	3.980	1
Subtotal	1	2,874,657.81	2,874,657.81	1.09	3.980	1
Fund: Certs of Obligation 2016						
Federal Agency Coupon Securities	1	2,500,000.00	2,500,000.00	0.95	1.000	719
TexStar	1	2,262,688.04	2,262,688.04	0.86	3.968	1
Subtotal	2	4,762,688.04	4,762,688.04	1.81	2.410	378
Fund: Certs of Obligation 2018A						
Treasury Coupon Securities	1	1,000,000.00	998,129.68	0.38	2.087	150
TexStar	1	1,926,597.70	1,926,597.70	0.73	3.968	1
Subtotal	2	2,926,597.70	2,924,727.38	1.11	3.326	52
Fund: Certs of Obligation 2018B						
TexStar	1	464,379.20	464,379.20	0.18	3.968	1
Subtotal	1	464,379.20	464,379.20	0.18	3.968	1
Fund: Certs of Obligation 2022A						
Commercial Paper Disc. -Amortizing	1	5,500,000.00	5,482,838.47	2.07	2.496	47
Federal Agency Coupon Securities	2	11,000,000.00	11,058,251.55	4.18	2.599	435
Texpool	1	509,294.05	509,294.05	0.19	3.980	1
Subtotal	4	17,009,294.05	17,050,384.07	6.44	2.607	297
Fund: Certs of Obligation 2022B						
Federal Agency Coupon Securities	2	10,000,000.00	10,052,955.96	3.80	2.599	435
Commercial Paper Disc. -Amortizing	1	8,000,000.00	7,969,980.00	3.01	2.475	57
TexStar	1	1,158,157.75	1,158,157.75	0.44	3.968	1
Subtotal	4	19,158,157.75	19,181,093.71	7.25	2.630	252

City of Leander, Texas
Summary by Type
December 31, 2022
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Debt Service						
Texpool	1	6,121,606.19	6,121,606.19	2.32	3.980	1
Subtotal	1	6,121,606.19	6,121,606.19	2.32	3.980	1
Fund: General Consolidated						
Bank Accounts/CD's pd mo/qtrly	5	4,790,637.55	4,790,637.55	1.81	2.832	199
Federal Agency Coupon Securities	15	71,000,000.00	70,928,572.16	26.83	1.340	499
Municipal Bonds	2	3,125,000.00	3,125,000.00	1.18	0.513	156
Money Market Funds	2	15,789,719.22	15,789,719.22	5.97	3.706	1
Treasury Coupon Securities	10	50,000,000.00	49,597,919.19	18.76	1.530	284
Texpool	5	41,186,635.43	41,186,635.43	15.58	3.980	1
TexStar	2	3,294,725.83	3,294,725.83	1.25	3.968	1
Texas Range	1	1,130,176.73	1,130,176.73	0.43	4.130	1
Subtotal	42	190,316,894.76	189,843,386.11	71.81	2.246	268
Fund: GO 2016 - Senior Center						
TexStar	1	104,538.45	104,538.45	0.04	3.968	1
Subtotal	1	104,538.45	104,538.45	0.04	3.968	1
Fund: GO 2016 - Transportation						
TexStar	1	139,351.96	139,351.96	0.05	3.968	1
Subtotal	1	139,351.96	139,351.96	0.05	3.968	1
Fund: GO 2018 - Parks						
TexStar	1	292,073.78	292,073.78	0.11	3.968	1
Subtotal	1	292,073.78	292,073.78	0.11	3.968	1
Fund: GO 2018 - Rec Center						
Treasury Coupon Securities	1	1,500,000.00	1,497,194.51	0.57	2.087	150
TexStar	1	385,859.38	385,859.38	0.15	3.968	1
Subtotal	2	1,885,859.38	1,883,053.89	0.72	2.472	119
Fund: GO 2018 - Senior Center						
Federal Agency Coupon Securities	1	1,500,000.00	1,500,000.00	0.57	1.000	719

City of Leander, Texas
Summary by Type
December 31, 2022
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: GO 2018 - Senior Center						
Bank Accounts/CD's pd mo/qrly	1	2,000,000.00	2,000,000.00	0.76	4.100	125
TexStar	1	339,111.60	339,111.60	0.13	3.968	1
Subtotal	3	3,839,111.60	3,839,111.60	1.46	2.877	346
Fund: GO 2018 - Transportation						
Bank Accounts/CD's pd mo/qrly	1	4,000,000.00	4,000,000.00	1.51	4.150	220
Treasury Coupon Securities	1	5,000,000.00	4,990,648.38	1.89	2.087	150
TexStar	1	2,192,318.22	2,192,318.22	0.83	3.968	1
Subtotal	3	11,192,318.22	11,182,966.60	4.23	3.194	146
Fund: PID Crystal Springs						
BOK Financial - MM Funds	1	956,348.81	956,348.81	0.36	3.820	1
Subtotal	1	956,348.81	956,348.81	0.36	3.820	1
Fund: PID Deerbrooke NIA						
BOK Financial - MM Funds	1	553,649.98	553,649.98	0.21	3.640	1
Texpool	1	9.99	9.99	0.00	0.000	1
Subtotal	2	553,659.97	553,659.97	0.21	3.640	1
Fund: PID Deerbrooke SIA						
BOK Financial - MM Funds	1	928,342.39	928,342.39	0.35	3.640	1
Texpool	1	715,433.02	715,433.02	0.27	3.980	1
Subtotal	2	1,643,775.41	1,643,775.41	0.62	3.788	1
Fund: PID Oak Creek						
BOK Financial - MM Funds	1	568,888.06	568,888.06	0.22	3.640	1
Subtotal	1	568,888.06	568,888.06	0.22	3.640	1
Total and Average	74	264,810,201.14	264,386,691.04	100.00	2.449	250



City of Leander, Texas
Fund ARPA21 - ARPA 2021
Investments by Fund
December 31, 2022

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
60000013	10187	Texpool	09/02/2021	2,874,657.81	2,874,657.81	2,874,657.81	3.980	3.925	3.979	1
Subtotal and Average				2,874,657.81	2,874,657.81	2,874,657.81		3.925	3.980	1
Total Investments and Average				2,874,657.81	2,874,657.81	2,874,657.81		3.925	3.980	1

Fund CO2016 - Certs of Obligation 2016
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Federal Agency Coupon Securities										
3130AQCM3	10194	FHLB Call Note	12/20/2021	2,500,000.00	2,500,000.00	2,324,434.25	1.000	0.986	1.000	12/20/2024 719
Subtotal and Average				2,500,000.00	2,500,000.00	2,324,434.25		0.986	1.000	719
TexStar										
20163	10028	TexStar	11/22/2016	2,262,688.04	2,262,688.04	2,262,688.04	3.968	3.913	3.968	1
Subtotal and Average				2,262,688.04	2,262,688.04	2,262,688.04		3.914	3.968	1
Total Investments and Average				4,762,688.04	4,762,688.04	4,587,122.29		2.377	2.410	377

Fund CO2018A - Certs of Obligation 2018A
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Treasury Coupon Securities										
912828R69	10206	T Note	04/25/2022	998,129.68	1,000,000.00	988,242.00	1.625	2.058	2.086	05/31/2023 150
Subtotal and Average				998,129.68	1,000,000.00	988,242.00		2.058	2.087	150
TexStar										
20184	10104	TexStar	11/06/2018	1,926,597.70	1,926,597.70	1,926,597.70	3.968	3.913	3.968	1
Subtotal and Average				1,926,597.70	1,926,597.70	1,926,597.70		3.914	3.968	1
Total Investments and Average				2,924,727.38	2,926,597.70	2,914,839.70		3.281	3.326	51

Fund CO2018B - Certs of Obligation 2018B
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20185	10105	TexStar	11/06/2018	464,379.20	464,379.20	464,379.20	3.968	3.913	3.968	1
Subtotal and Average				464,379.20	464,379.20	464,379.20		3.914	3.968	1
Total Investments and Average				464,379.20	464,379.20	464,379.20		3.914	3.968	1

Fund CO2022A - Certs of Obligation 2022A
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Commercial Paper Disc. -Amortizing										
22533UPH0	10211	Credit Agricole CP	05/31/2022	5,482,838.47	5,500,000.00	5,467,836.00	2.390	2.462	2.496	02/17/2023 47
Subtotal and Average				5,482,838.47	5,500,000.00	5,467,836.00		2.462	2.496	47
Federal Agency Coupon Securities										
3130A0F70	10213	FHLB Note	06/03/2022	5,542,511.47	5,500,000.00	5,421,212.61	3.375	2.493	2.528	12/08/2023 341
3130A1XJ2	10215	FHLB Note	06/03/2022	5,515,740.08	5,500,000.00	5,374,585.70	2.875	2.634	2.671	06/14/2024 530
Subtotal and Average				11,058,251.55	11,000,000.00	10,795,798.31		2.564	2.599	435
Texpool										
60000014	10212	Texpool	05/26/2022	509,294.05	509,294.05	509,294.05	3.980	3.925	3.979	1
Subtotal and Average				509,294.05	509,294.05	509,294.05		3.925	3.980	1
Total Investments and Average				17,050,384.07	17,009,294.05	16,772,928.36		2.572	2.607	297

Fund CO2022B - Certs of Obligation 2022B
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Commercial Paper Disc. -Amortizing											
62479MPT4	10217	MUFG Bank CP	06/06/2022	7,969,980.00	8,000,000.00	7,944,272.00		2.441	2.475	02/27/2023	57
Subtotal and Average				7,969,980.00	8,000,000.00	7,944,272.00		2.441	2.475		57
Federal Agency Coupon Securities											
3130A0F70	10214	FHLB Note	06/03/2022	5,038,646.79	5,000,000.00	4,928,375.10	3.375	2.493	2.528	12/08/2023	341
3130A1XJ2	10216	FHLB Note	06/03/2022	5,014,309.17	5,000,000.00	4,885,987.00	2.875	2.634	2.671	06/14/2024	530
Subtotal and Average				10,052,955.96	10,000,000.00	9,814,362.10		2.564	2.599		435
TexStar											
20210	10171	TexStar	01/14/2021	1,158,157.75	1,158,157.75	1,158,157.75	3.968	3.913	3.968		1
Subtotal and Average				1,158,157.75	1,158,157.75	1,158,157.75		3.914	3.968		1
Total Investments and Average				19,181,093.71	19,158,157.75	18,916,791.85		2.594	2.630		251

**Fund DS - Debt Service
Investments by Fund
December 31, 2022**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
60000003	10017	Texpool	09/01/2016	6,121,606.19	6,121,606.19	6,121,606.19	3.980	3.925	3.979	1
Subtotal and Average				6,121,606.19	6,121,606.19	6,121,606.19		3.925	3.980	1
Total Investments and Average				6,121,606.19	6,121,606.19	6,121,606.19		3.925	3.980	1

**Fund GEN - General Consolidated
Investments by Fund
December 31, 2022**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Coupon Securities											
31422XMV1	10188	FRMAC Call Note	10/04/2021	5,000,000.00	5,000,000.00	4,641,162.75	0.500	0.493	0.500	10/04/2024	642
3133ENGQ7	10191	FFCB Note	12/09/2021	4,999,353.70	5,000,000.00	4,663,769.65	0.920	0.914	0.926	12/09/2024	708
3133ENF39	10219	FFCB Note	08/11/2022	4,994,134.31	5,000,000.00	4,949,358.50	3.125	3.278	3.324	08/08/2023	219
3133ENG20	10221	FFCB Note	08/15/2022	4,998,832.00	5,000,000.00	4,898,228.10	3.300	3.269	3.315	08/15/2024	592
3133EMCQ3	10165	FFCB Call Note	10/15/2020	5,000,000.00	5,000,000.00	4,819,077.40	0.280	0.313	0.317	10/13/2023	285
3133EMVD1	10173	FFCB Call Note	04/05/2021	5,000,000.00	5,000,000.00	4,717,371.20	0.330	0.366	0.371	04/05/2024	460
3133ENML1	10198	FFCB Call Note	01/27/2022	5,000,000.00	5,000,000.00	4,940,243.10	0.740	0.729	0.740	04/27/2023	116
3130ARHG9	10220	FHLB Note	08/11/2022	4,936,252.15	5,000,000.00	4,835,463.55	2.125	3.217	3.262	02/28/2024	423
3130ALJ70	10172	FHLB Call Note	03/12/2021	5,000,000.00	5,000,000.00	4,733,021.30	0.400	0.394	0.400	03/12/2024	436
3130ALVY7	10176	FHLB Call Note	04/15/2021	5,000,000.00	5,000,000.00	4,714,620.65	0.400	0.394	0.400	04/15/2024	470
3130AMEZ1	10180	FHLB Call Note	05/28/2021	5,000,000.00	5,000,000.00	4,694,273.00	0.400	0.394	0.400	05/24/2024	509
3130AMT85	10181	FHLB Call Note	06/28/2021	5,000,000.00	5,000,000.00	4,676,433.05	0.400	0.394	0.400	06/28/2024	544
3130ANNS5	10186	FHLB Call Note	08/30/2021	5,000,000.00	5,000,000.00	4,654,240.15	0.500	0.493	0.500	08/28/2024	605
3130AQC3M3	10193	FHLB Call Note	12/20/2021	1,000,000.00	1,000,000.00	929,773.70	1.000	0.986	1.000	12/20/2024	719
3134GXZT4	10218	FHLMC Call Note	07/14/2022	5,000,000.00	5,000,000.00	4,902,091.60	4.000	3.945	4.000	07/14/2025	925
Subtotal and Average				70,928,572.16	71,000,000.00	67,769,127.70		1.322	1.340		498
Treasury Coupon Securities											
912828ZD5	10195	T Note	01/12/2022	4,999,565.92	5,000,000.00	4,961,910.00	0.500	0.536	0.543	03/15/2023	73
91282CBE0	10196	T Note	01/12/2022	4,959,807.19	5,000,000.00	4,768,555.00	0.125	0.895	0.908	01/15/2024	379
91282CCN9	10197	T Note	01/25/2022	4,979,095.90	5,000,000.00	4,868,360.00	0.125	0.840	0.852	07/31/2023	211
91282CBN0	10200	T Note	02/22/2022	4,992,488.63	5,000,000.00	4,966,645.00	0.125	1.063	1.077	02/28/2023	58
91282CCU3	10201	T Note	02/22/2022	4,960,228.74	5,000,000.00	4,849,025.00	0.125	1.325	1.344	08/31/2023	242
91282CBM2	10202	T Note	02/22/2022	4,926,899.64	5,000,000.00	4,751,560.00	0.125	1.430	1.450	02/15/2024	410
9128282U3	10203	T Note	03/23/2022	4,969,779.99	5,000,000.00	4,784,960.00	1.875	2.219	2.250	08/31/2024	608
91282CAK7	10204	T Note	03/29/2022	4,932,541.25	5,000,000.00	4,843,165.00	0.125	2.056	2.085	09/15/2023	257
91282CDM0	10209	T Note	05/18/2022	4,914,208.72	5,000,000.00	4,810,545.00	0.500	2.395	2.428	11/30/2023	333
912828T26	10210	T Note	05/20/2022	4,963,303.21	5,000,000.00	4,878,125.00	1.375	2.349	2.381	09/30/2023	272
Subtotal and Average				49,597,919.19	50,000,000.00	48,482,850.00		1.509	1.530		283
Municipal Bonds											
419792ZJ8	10167	State of Hawaii	10/29/2020	1,125,000.00	1,125,000.00	1,093,556.25	0.571	0.562	0.570	10/01/2023	273
59333NN90	10164	Miami-Dade County FL	09/30/2020	2,000,000.00	2,000,000.00	1,980,360.00	0.375	0.473	0.480	04/01/2023	90

Portfolio LEND
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Report Ver. 7.3.6.1

**Fund GEN - General Consolidated
Investments by Fund
December 31, 2022**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Subtotal and Average				3,125,000.00	3,125,000.00	3,073,916.25		0.506	0.513	155
Texpool										
60000001	10015	Texpool	09/01/2016	1,617,839.12	1,617,839.12	1,617,839.12	3.980	3.925	3.979	1
60000002	10016	Texpool	09/01/2016	39,065,304.66	39,065,304.66	39,065,304.66	3.980	3.925	3.979	1
60000005	10018	Texpool	09/01/2016	163,436.90	163,436.90	163,436.90	3.980	3.925	3.979	1
60000008	10019	Texpool	09/01/2016	328,640.31	328,640.31	328,640.31	3.980	3.925	3.979	1
60000009	10020	Texpool	09/01/2016	11,414.44	11,414.44	11,414.44	3.980	3.925	3.979	1
Subtotal and Average				41,186,635.43	41,186,635.43	41,186,635.43		3.925	3.980	1
TexStar										
11890	10013	TexStar	09/01/2016	1,334,576.95	1,334,576.95	1,334,576.95	3.968	3.913	3.968	1
23010	10014	TexStar	09/01/2016	1,960,148.88	1,960,148.88	1,960,148.88	3.968	3.913	3.968	1
Subtotal and Average				3,294,725.83	3,294,725.83	3,294,725.83		3.914	3.968	1
Texas Range										
1168	10011	Texas Range Texas Daily	09/01/2016	1,130,176.73	1,130,176.73	1,130,176.73	4.130	4.073	4.130	1
Subtotal and Average				1,130,176.73	1,130,176.73	1,130,176.73		4.073	4.130	1
Money Market Funds										
2142	10117	Invesco Gov't & Agency-Res	01/25/2019	10,700,708.29	10,700,708.29	10,700,708.29	3.462	3.414	3.462	1
026	10199	NexBank ICS	01/19/2022	5,089,010.93	5,089,010.93	5,089,010.93	4.220	4.162	4.220	1
Subtotal and Average				15,789,719.22	15,789,719.22	15,789,719.22		3.656	3.706	1
Bank Accounts/CD's pd mo/qrtly										
5446	10003	BBVA-PNC Business Checking	09/01/2016	960.85	960.85	960.85				1
172404911	10222	East West Bank - CD	08/03/2022	4,456,581.95	4,456,581.95	4,456,581.95	3.030	2.988	3.030	08/03/2023 214
8172	10004	Frost Bk Public Fund Checking	09/01/2016	65,643.55	65,643.55	65,643.55				1
8156	10005	Frost Bk Public Fund Checking	09/01/2016	60,144.48	60,144.48	60,144.48				1
380B	10205	Texas Capital Bank Public Chkg	03/22/2022	207,306.72	207,306.72	207,306.72	0.300	0.295	0.300	1
Subtotal and Average				4,790,637.55	4,790,637.55	4,790,637.55		2.793	2.832	199
Total Investments and Average				189,843,386.11	190,316,894.76	185,517,788.71		2.215	2.246	268

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Report Ver. 7.3.6.1

Fund GO16SC - GO 2016 - Senior Center
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20160	10025	TexStar	11/22/2016	104,538.45	104,538.45	104,538.45	3.968	3.913	3.968	1
Subtotal and Average				104,538.45	104,538.45	104,538.45		3.914	3.968	1
Total Investments and Average				104,538.45	104,538.45	104,538.45		3.914	3.968	1

Fund GO16TR - GO 2016 - Transportation
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20162	10027	TexStar	11/22/2016	139,351.96	139,351.96	139,351.96	3.968	3.913	3.968	1
Subtotal and Average				139,351.96	139,351.96	139,351.96		3.914	3.968	1
Total Investments and Average				139,351.96	139,351.96	139,351.96		3.914	3.968	1

Fund GO18PK - GO 2018 - Parks
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20182	10106	TexStar	11/06/2018	292,073.78	292,073.78	292,073.78	3.968	3.913	3.968	1
Subtotal and Average				292,073.78	292,073.78	292,073.78		3.914	3.968	1
Total Investments and Average				292,073.78	292,073.78	292,073.78		3.914	3.968	1

Fund GO18REC - GO 2018 - Rec Center
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Treasury Coupon Securities										
912828R69	10207	T Note	04/25/2022	1,497,194.51	1,500,000.00	1,482,363.00	1.625	2.058	2.086	05/31/2023 150
Subtotal and Average				1,497,194.51	1,500,000.00	1,482,363.00		2.058	2.087	150
TexStar										
20180	10107	TexStar	11/06/2018	385,859.38	385,859.38	385,859.38	3.968	3.913	3.968	1
Subtotal and Average				385,859.38	385,859.38	385,859.38		3.914	3.968	1
Total Investments and Average				1,883,053.89	1,885,859.38	1,868,222.38		2.439	2.472	119

Fund GO18SC - GO 2018 - Senior Center
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Federal Agency Coupon Securities										
3130AQCM3	10192	FHLB Call Note	12/20/2021	1,500,000.00	1,500,000.00	1,394,660.55	1.000	0.986	1.000	12/20/2024 719
Subtotal and Average				1,500,000.00	1,500,000.00	1,394,660.55		0.986	1.000	719
TexStar										
20183	10108	TexStar	11/06/2018	339,111.60	339,111.60	339,111.60	3.968	3.913	3.968	1
Subtotal and Average				339,111.60	339,111.60	339,111.60		3.914	3.968	1
Bank Accounts/CD's pd mo/qrtly										
240000060	10223	Texas Capital Bank	11/28/2022	2,000,000.00	2,000,000.00	2,000,000.00	4.100	4.043	4.100	05/06/2023 125
Subtotal and Average				2,000,000.00	2,000,000.00	2,000,000.00		4.044	4.100	125
Total Investments and Average				3,839,111.60	3,839,111.60	3,733,772.15		2.838	2.877	346

Fund GO18TR - GO 2018 - Transportation
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Treasury Coupon Securities											
912828R69	10208	T Note	04/25/2022	4,990,648.38	5,000,000.00	4,941,210.00	1.625	2.058	2.086	05/31/2023	150
Subtotal and Average				4,990,648.38	5,000,000.00	4,941,210.00		2.058	2.087		150
TexStar											
20181	10109	TexStar	11/06/2018	2,192,318.22	2,192,318.22	2,192,318.22	3.968	3.913	3.968		1
Subtotal and Average				2,192,318.22	2,192,318.22	2,192,318.22		3.914	3.968		1
Bank Accounts/CD's pd mo/qrtly											
240000062	10224	Texas Capital Bank	11/28/2022	4,000,000.00	4,000,000.00	4,000,000.00	4.150	4.093	4.150	08/09/2023	220
Subtotal and Average				4,000,000.00	4,000,000.00	4,000,000.00		4.093	4.150		220
Total Investments and Average				11,182,966.60	11,192,318.22	11,133,528.22		3.150	3.194		145

Fund PIDCS - PID Crystal Springs
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BOK Financial - MM Funds										
822864	10118	Cavanal Hill Govt Sec (APCXX)	10/01/2022	956,348.81	956,348.81	956,348.81	3.820	3.767	3.820	1
Subtotal and Average				956,348.81	956,348.81	956,348.81		3.768	3.820	1
Total Investments and Average				956,348.81	956,348.81	956,348.81		3.768	3.820	1

Fund PIDDBN - PID Deerbrooke NIA
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BOK Financial - MM Funds										
822454	10119	Federated Govt Oblg (GORXX)	10/01/2022	553,649.98	553,649.98	553,649.98	3.640	3.590	3.640	1
Subtotal and Average				553,649.98	553,649.98	553,649.98		3.590	3.640	1
Texpool										
60000012	10147	Texpool	01/30/2020	9.99	9.99	9.99				1
Subtotal and Average				9.99	9.99	9.99		0.000	0.000	1
Total Investments and Average				553,659.97	553,659.97	553,659.97		3.590	3.640	1

Fund PIDDBS - PID Deerbrooke SIA
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BOK Financial - MM Funds										
822451	10120	Federated Govt Oblg (GORXX)	10/01/2022	928,342.39	928,342.39	928,342.39	3.640	3.590	3.640	1
Subtotal and Average				928,342.39	928,342.39	928,342.39		3.590	3.640	1
Texpool										
60000011	10124	Texpool	03/06/2019	715,433.02	715,433.02	715,433.02	3.980	3.925	3.979	1
Subtotal and Average				715,433.02	715,433.02	715,433.02		3.925	3.980	1
Total Investments and Average				1,643,775.41	1,643,775.41	1,643,775.41		3.736	3.788	1

Fund PIDOC - PID Oak Creek
Investments by Fund
December 31, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BOK Financial - MM Funds										
829908	10121	Cavanal Hill Govt Sec (APCXX)	10/01/2022	568,888.06	568,888.06	568,888.06	3.640	3.590	3.640	1
Subtotal and Average				568,888.06	568,888.06	568,888.06		3.590	3.640	1
Total Investments and Average				568,888.06	568,888.06	568,888.06		3.590	3.640	1

City of Leander, Texas
Cash Reconciliation Report
For the Period October 1, 2022 - December 31, 2022
Grouped by Fund

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Certs of Obligation 2016											
12/20/2022	10194	CO2016	Interest	3130AQCM3	2,500,000.00	FHLBC 2.5M 1.00% Mat. 12/20/2024	12/20/2024	0.00	12,500.00	0.00	12,500.00
Subtotal								0.00	12,500.00	0.00	12,500.00
Certs of Obligation 2018A											
11/30/2022	10206	CO2018A	Interest	912828R69	1,000,000.00	TNOTE 1.0M 1.63% Mat. 05/31/2023	05/31/2023	0.00	8,125.00	0.00	8,125.00
Subtotal								0.00	8,125.00	0.00	8,125.00
Certs of Obligation 2022A											
12/08/2022	10213	CO2022A	Interest	3130A0F70	5,500,000.00	FHLB 5.5M 3.38% Mat. 12/08/2023	12/08/2023	0.00	92,812.50	0.00	92,812.50
12/14/2022	10215	CO2022A	Interest	3130A1XJ2	5,500,000.00	FHLB 5.5M 2.88% Mat. 06/14/2024	06/14/2024	0.00	79,062.50	0.00	79,062.50
Subtotal								0.00	171,875.00	0.00	171,875.00
Certs of Obligation 2022B											
12/08/2022	10214	CO2022B	Interest	3130A0F70	5,000,000.00	FHLB 5.0M 3.38% Mat. 12/08/2023	12/08/2023	0.00	84,375.00	0.00	84,375.00
12/14/2022	10216	CO2022B	Interest	3130A1XJ2	5,000,000.00	FHLB 5.0M 2.88% Mat. 06/14/2024	06/14/2024	0.00	71,875.00	0.00	71,875.00
Subtotal								0.00	156,250.00	0.00	156,250.00
General Consolidated											
10/01/2022	10164	GEN	Interest	59333NN90	2,000,000.00	MIAMI 2.0M 0.38% Mat. 04/01/2023	04/01/2023	0.00	3,750.00	0.00	3,750.00
10/01/2022	10166	GEN	Interest	419792ZH2	1,000,000.00	HAWAII 1.0M 0.43% Mat.	10/01/2022	0.00	2,145.00	0.00	2,145.00
10/01/2022	10167	GEN	Interest	419792ZJ8	1,125,000.00	HAWAII 1.1M 0.57% Mat.	10/01/2023	0.00	3,211.88	0.00	3,211.88
10/01/2022	10166	GEN	Maturity	419792ZH2	1,000,000.00	HAWAII 1.0M 0.43% Mat.	10/01/2022	0.00	0.00	1,000,000.00	1,000,000.00
10/04/2022	10188	GEN	Interest	31422XMV1	5,000,000.00	FAMCAC 5.0M 0.50% Mat.	10/04/2024	0.00	12,500.00	0.00	12,500.00
10/05/2022	10173	GEN	Interest	3133EMVD1	5,000,000.00	FFCBC 5.0M 0.33% Mat. 04/05/2024	04/05/2024	0.00	8,250.00	0.00	8,250.00
10/13/2022	10165	GEN	Interest	3133EMCQ3	5,000,000.00	FFCBC 5.0M 0.28% Mat. 10/13/2023	10/13/2023	0.00	7,000.00	0.00	7,000.00
10/15/2022	10176	GEN	Interest	3130ALVY7	5,000,000.00	FHLBC 5.0M 0.40% Mat. 04/15/2024	04/15/2024	0.00	10,000.00	0.00	10,000.00
10/27/2022	10198	GEN	Interest	3133ENML1	5,000,000.00	FFCBC 5.0M 0.74% Mat. 04/27/2023	04/27/2023	0.00	18,500.00	0.00	18,500.00
10/31/2022	10222	GEN	Interest	172404911	4,401,069.35	EWBCD 4.4M 3.03% Mat.	08/03/2023	0.00	11,395.61	0.00	11,395.61
10/31/2022	10222	GEN	Interest	172404911	4,401,069.35	EWBCD 4.4M 3.03% Mat.	08/03/2023	-11,395.61	0.00	0.00	-11,395.61
11/24/2022	10180	GEN	Interest	3130AMEZ1	5,000,000.00	FHLBC 5.0M 0.40% Mat. 05/24/2024	05/24/2024	0.00	10,000.00	0.00	10,000.00
11/30/2022	10209	GEN	Interest	91282CDM0	5,000,000.00	TNOTE 5.0M 0.50% Mat. 11/30/2023	11/30/2023	0.00	12,500.00	0.00	12,500.00
11/30/2022	10222	GEN	Interest	172404911	4,401,069.35	EWBCD 4.4M 3.03% Mat.	08/03/2023	0.00	11,055.96	0.00	11,055.96
11/30/2022	10222	GEN	Interest	172404911	4,401,069.35	EWBCD 4.4M 3.03% Mat.	08/03/2023	-11,055.96	0.00	0.00	-11,055.96
12/09/2022	10191	GEN	Interest	3133ENGQ7	5,000,000.00	FFCB 5.0M 0.92% Mat. 12/09/2024	12/09/2024	0.00	23,000.00	0.00	23,000.00
12/20/2022	10193	GEN	Interest	3130AQCM3	1,000,000.00	FHLBC 1.0M 1.00% Mat. 12/20/2024	12/20/2024	0.00	5,000.00	0.00	5,000.00
12/28/2022	10181	GEN	Interest	3130AMT85	5,000,000.00	FHLBC 5.0M 0.40% Mat. 06/28/2024	06/28/2024	0.00	10,000.00	0.00	10,000.00
12/31/2022	10222	GEN	Interest	172404911	4,401,069.35	EWBCD 4.4M 3.03% Mat.	08/03/2023	0.00	11,453.46	0.00	11,453.46

Portfolio LEND
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City of Leander, Texas
Cash Reconciliation Report
For the Period October 1, 2022 - December 31, 2022

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Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
General Consolidated											
12/31/2022	10222	GEN	Interest	172404911	4,401,069.35	EWBCD 4.4M 3.03% Mat.	08/03/2023	-11,453.46	0.00	0.00	-11,453.46
Subtotal								-33,905.03	159,761.91	1,000,000.00	1,125,856.88
GO 2018 - Rec Center											
11/30/2022	10207	GO18REC	Interest	912828R69	1,500,000.00	TNOTE 1.5M 1.63% Mat. 05/31/2023	05/31/2023	0.00	12,187.50	0.00	12,187.50
Subtotal								0.00	12,187.50	0.00	12,187.50
GO 2018 - Senior Center											
11/28/2022	10223	GO18SC	Purchase	240000060	2,000,000.00	TCB 2.0M 4.10% Mat. 05/06/2023	05/06/2023	-2,000,000.00	0.00	0.00	-2,000,000.00
12/20/2022	10192	GO18SC	Interest	3130AQCM3	1,500,000.00	FHLBC 1.5M 1.00% Mat. 12/20/2024	12/20/2024	0.00	7,500.00	0.00	7,500.00
Subtotal								-2,000,000.00	7,500.00	0.00	-1,992,500.00
GO 2018 - Transportation											
11/28/2022	10224	GO18TR	Purchase	240000062	4,000,000.00	TCB 4.0M 4.15% Mat. 08/09/2023	08/09/2023	-4,000,000.00	0.00	0.00	-4,000,000.00
11/30/2022	10208	GO18TR	Interest	912828R69	5,000,000.00	TNOTE 5.0M 1.63% Mat. 05/31/2023	05/31/2023	0.00	40,625.00	0.00	40,625.00
Subtotal								-4,000,000.00	40,625.00	0.00	-3,959,375.00
Total								-6,033,905.03	568,824.41	1,000,000.00	-4,465,080.62

City of Leander, Texas
Purchases Report
Sorted by Fund - Fund
October 1, 2022 - December 31, 2022

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
GO 2018 - Senior Center													
240000060	10223	GO18SC	RR5	TCB	2,000,000.00	11/28/2022	/ - Quarterly	2,000,000.00		4.100	05/06/2023	4.100	2,000,000.00
			Subtotal		2,000,000.00			2,000,000.00	0.00				2,000,000.00
GO 2018 - Transportation													
240000062	10224	GO18TR	RR5	TCB	4,000,000.00	11/28/2022	/ - Quarterly	4,000,000.00		4.150	08/09/2023	4.150	4,000,000.00
			Subtotal		4,000,000.00			4,000,000.00	0.00				4,000,000.00
		Total Purchases			6,000,000.00			6,000,000.00	0.00				6,000,000.00



M E E D E R
PUBLIC FUNDS | PATTERSON GROUP

City of Leander, Texas

Maturity Report

Sorted by Maturity Date

Receipts during October 1, 2022 - December 31, 2022

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
419792ZH2	10166	GEN	MC1	HAWAII	1,000,000.00	10/01/2022	10/29/2020	0.429	1,000,000.00	2,145.00	1,002,145.00	2,145.00
Total Maturities					1,000,000.00				1,000,000.00	2,145.00	1,002,145.00	2,145.00

City of Leander, Texas
Interest Earnings
Sorted by Fund - Fund
October 1, 2022 - December 31, 2022
Period Yield on Average Book Value

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Yield This Period	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: ARPA 2021												
60000013	10187	ARPA21	RRP	2,874,657.81	2,849,396.51	2,857,340.20		3.980	3.508	25,261.30	0.00	25,261.30
			Subtotal	2,874,657.81	2,849,396.51	2,857,340.20			0.884	25,261.30	0.00	25,261.30
Fund: Certs of Obligation 2016												
20163	10028	CO2016	RR2	2,262,688.04	2,243,702.28	2,249,320.81		3.968	3.459	19,612.79	0.00	19,612.79
3130AQCM3	10194	CO2016	FAC	2,500,000.00	2,500,000.00	2,500,000.00	12/20/2024	1.000	0.992	6,250.00	0.00	6,250.00
			Subtotal	4,762,688.04	4,743,702.28	4,749,320.81			0.545	25,862.79	0.00	25,862.79
Fund: Certs of Obligation 2018A												
20184	10104	CO2018A	RR2	1,926,597.70	2,540,116.95	2,045,148.68		3.968	3.420	17,627.47	0.00	17,627.47
912828R69	10206	CO2018A	TRC	1,000,000.00	996,982.54	997,562.34	05/31/2023	1.625	2.084	4,092.50	1,147.14	5,239.64
			Subtotal	2,926,597.70	3,537,099.49	3,042,711.02			0.752	21,719.97	1,147.14	22,867.11
Fund: Certs of Obligation 2018B												
20185	10105	CO2018B	RR2	464,379.20	464,143.61	462,391.22		3.968	3.458	4,030.59	0.00	4,030.59
			Subtotal	464,379.20	464,143.61	462,391.22			0.872	4,030.59	0.00	4,030.59
Fund: Certs of Obligation 2022A												
22533UPH0	10211	CO2022A	ACP	5,500,000.00	5,449,245.69	5,466,224.65	02/17/2023	2.390	2.438	0.00	33,592.78	33,592.78
60000014	10212	CO2022A	RRP	509,294.05	545,053.16	514,527.99		3.980	3.498	4,536.12	0.00	4,536.12
3130A0F70	10213	CO2022A	FAC	5,500,000.00	5,553,864.68	5,548,085.24	12/08/2023	3.375	2.507	46,406.25	-11,353.21	35,053.04
3130A1XJ2	10215	CO2022A	FAC	5,500,000.00	5,518,448.70	5,517,069.86	06/14/2024	2.875	2.648	39,531.25	-2,708.62	36,822.63
			Subtotal	17,009,294.05	17,066,612.23	17,045,907.73			0.645	90,473.62	19,530.95	110,004.57
Fund: Certs of Obligation 2022B												
20210	10171	CO2022B	RR2	1,158,157.75	1,147,931.92	1,151,210.92		3.968	3.459	10,038.07	0.00	10,038.07
3130A0F70	10214	CO2022B	FAC	5,000,000.00	5,048,967.89	5,043,713.85	12/08/2023	3.375	2.507	42,187.50	-10,321.10	31,866.40
3130A1XJ2	10216	CO2022B	FAC	5,000,000.00	5,016,771.55	5,015,518.05	06/14/2024	2.875	2.648	35,937.50	-2,462.38	33,475.12
62479MPT4	10217	CO2022B	ACP	8,000,000.00	7,921,526.67	7,946,016.67	02/27/2023		2.419	0.00	48,453.33	48,453.33

City of Leander, Texas
Interest Earnings
October 1, 2022 - December 31, 2022

Adjusted Interest Earnings												
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Yield This Period	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Subtotal				19,158,157.75	19,135,198.03	19,156,459.49			0.646	88,163.07	35,669.85	123,832.92
Fund: Debt Service												
60000003	10017	DS	RRP	6,121,606.19	5,248,205.13	5,504,354.81		3.980	3.529	48,955.84	0.00	48,955.84
Subtotal				6,121,606.19	5,248,205.13	5,504,354.81			0.889	48,955.84	0.00	48,955.84
Fund: General Consolidated												
5446	10003	GEN	RR5	960.85	960.85	960.85				0.00	0.00	0.00
8172	10004	GEN	RR5	65,643.55	7,114,675.24	1,997,498.47				0.01	0.00	0.01
8156	10005	GEN	RR5	60,144.48	70,019.86	63,362.46				0.00	0.00	0.00
1168	10011	GEN	RR3	1,130,176.73	1,119,960.89	1,123,167.84		4.130	3.609	10,215.84	0.00	10,215.84
11890	10013	GEN	RR2	1,334,576.95	1,323,009.53	1,326,616.53		3.968	3.459	11,567.42	0.00	11,567.42
23010	10014	GEN	RR2	1,960,148.88	17,792.83	1,610,228.37		3.968	3.593	14,581.16	0.00	14,581.16
60000001	10015	GEN	RRP	1,617,839.12	1,603,622.23	1,608,092.88		3.980	3.508	14,216.89	0.00	14,216.89
60000002	10016	GEN	RRP	39,065,304.66	16,952,735.54	12,521,902.77		3.980	3.475	109,673.89	0.00	109,673.89
60000005	10018	GEN	RRP	163,436.90	162,000.64	162,452.28		3.980	3.508	1,436.26	0.00	1,436.26
60000008	10019	GEN	RRP	328,640.31	325,752.34	326,660.48		3.980	3.508	2,887.97	0.00	2,887.97
60000009	10020	GEN	RRP	11,414.44	11,314.17	11,345.72		3.980	3.506	100.27	0.00	100.27
2142	10117	GEN	RR4	10,700,708.29	0.00	4,505,109.42		3.462	3.322	37,728.11	0.00	37,728.11
59333NN90	10164	GEN	MC1	2,000,000.00	2,000,000.00	2,000,000.00	04/01/2023	0.375	0.372	1,875.00	0.00	1,875.00
3133EMCQ3	10165	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	10/13/2023	0.280	0.278	3,500.00	0.00	3,500.00
419792ZH2	10166	GEN	MC1	0.00	1,000,000.00	0.00	10/01/2022	0.429		0.00	0.00	0.00
419792ZJ8	10167	GEN	MC1	1,125,000.00	1,125,000.00	1,125,000.00	10/01/2023	0.571	0.566	1,605.94	0.00	1,605.94
3130ALJ70	10172	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	03/12/2024	0.400	0.397	5,000.00	0.00	5,000.00
3133EMVD1	10173	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	04/05/2024	0.330	0.327	4,125.00	0.00	4,125.00
3130ALVY7	10176	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	04/15/2024	0.400	0.397	5,000.00	0.00	5,000.00
3130AMEZ1	10180	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	05/24/2024	0.400	0.397	5,000.00	0.00	5,000.00
3130AMT85	10181	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	06/28/2024	0.400	0.397	5,000.00	0.00	5,000.00
3130ANNS5	10186	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2024	0.500	0.496	6,250.00	0.00	6,250.00
31422XMV1	10188	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	10/04/2024	0.500	0.496	6,250.00	0.00	6,250.00
3133ENGQ7	10191	GEN	FAC	5,000,000.00	4,999,270.37	4,999,312.79	12/09/2024	0.920	0.919	11,500.00	83.33	11,583.33
3130AQM3	10193	GEN	FAC	1,000,000.00	1,000,000.00	1,000,000.00	12/20/2024	1.000	0.992	2,500.00	0.00	2,500.00
912828ZD5	10195	GEN	TRC	5,000,000.00	4,999,018.86	4,999,295.37	03/15/2023	0.500	0.548	6,353.59	547.06	6,900.65
91282CBE0	10196	GEN	TRC	5,000,000.00	4,950,050.63	4,954,981.94	01/15/2024	0.125	0.906	1,562.50	9,756.56	11,319.06
91282CCN9	10197	GEN	TRC	5,000,000.00	4,969,981.32	4,974,588.15	07/31/2023	0.125	0.852	1,562.50	9,114.58	10,677.08
3133ENML1	10198	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	04/27/2023	0.740	0.734	9,250.00	0.00	9,250.00
026	10199	GEN	RR4	5,089,010.93	5,042,298.91	5,057,067.60		4.220	3.665	46,712.02	0.00	46,712.02
91282CBN0	10200	GEN	TRC	5,000,000.00	4,980,574.04	4,986,596.09	02/28/2023	0.125	1.074	1,588.40	11,914.59	13,502.99

City of Leander, Texas
Interest Earnings
October 1, 2022 - December 31, 2022

										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Yield This Period	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Consolidated												
91282CCU3	10201	GEN	TRC	5,000,000.00	4,945,109.09	4,952,751.09	08/31/2023	0.125	1.338	1,588.40	15,119.65	16,708.05
91282CBM2	10202	GEN	TRC	5,000,000.00	4,910,496.63	4,918,787.28	02/15/2024	0.125	1.449	1,562.50	16,403.01	17,965.51
9128282U3	10203	GEN	TRC	5,000,000.00	4,965,207.22	4,967,518.46	08/31/2024	1.875	2.268	23,825.97	4,572.77	28,398.74
91282CAK7	10204	GEN	TRC	5,000,000.00	4,908,392.59	4,920,598.17	09/15/2023	0.125	2.075	1,588.40	24,148.66	25,737.06
380B	10205	GEN	RR5	207,306.72	207,202.42	207,230.24		0.300	0.200	104.30	0.00	104.30
91282CDM0	10209	GEN	TRC	5,000,000.00	4,890,506.63	4,902,486.49	11/30/2023	0.500	2.428	6,296.16	23,702.09	29,998.25
912828T26	10210	GEN	TRC	5,000,000.00	4,950,891.06	4,957,164.60	09/30/2023	1.375	2.384	17,376.38	12,412.15	29,788.53
3134GXZT4	10218	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	07/14/2025	4.000	3.967	50,000.00	0.00	50,000.00
3133ENF39	10219	GEN	FAC	5,000,000.00	4,991,701.54	4,992,939.96	08/08/2023	3.125	3.297	39,062.50	2,432.77	41,495.27
3130ARHG9	10220	GEN	FAC	5,000,000.00	4,922,493.63	4,929,497.51	02/28/2024	2.125	3.245	26,562.50	13,758.52	40,321.02
3133ENG20	10221	GEN	FAC	5,000,000.00	4,998,652.00	4,998,743.63	08/15/2024	3.300	3.288	41,250.00	180.00	41,430.00
172404911	10222	GEN	RR5	4,456,581.95	4,422,676.92	4,434,326.62	08/03/2023	3.030	3.033	33,905.03	0.00	33,905.03
Subtotal				190,316,894.76	162,881,367.98	158,547,153.61			0.451	570,164.91	144,145.74	714,310.65
Fund: GO 2016 - Senior Center												
20160	10025	GO16SC	RR2	104,538.45	103,961.88	104,064.92		3.968	3.456	906.57	0.00	906.57
Subtotal				104,538.45	103,961.88	104,064.92			0.871	906.57	0.00	906.57
Fund: GO 2016 - Transportation												
20162	10027	GO16TR	RR2	139,351.96	148,441.46	140,645.57		3.968	3.450	1,223.00	0.00	1,223.00
Subtotal				139,351.96	148,441.46	140,645.57			0.870	1,223.00	0.00	1,223.00
Fund: GO 2018 - Parks												
20182	10106	GO18PK	RR2	292,073.78	289,542.20	290,331.61		3.968	3.459	2,531.58	0.00	2,531.58
Subtotal				292,073.78	289,542.20	290,331.61			0.872	2,531.58	0.00	2,531.58
Fund: GO 2018 - Rec Center												
20180	10107	GO18REC	RR2	385,859.38	382,511.96	383,557.22		3.968	3.459	3,344.39	0.00	3,344.39
912828R69	10207	GO18REC	TRC	1,500,000.00	1,495,473.82	1,496,343.52	05/31/2023	1.625	2.084	6,138.76	1,720.69	7,859.45
Subtotal				1,885,859.38	1,877,985.78	1,879,900.74			0.596	9,483.15	1,720.69	11,203.84
Fund: GO 2018 - Senior Center												
20183	10108	GO18SC	RR2	339,111.60	2,328,790.95	1,333,719.36		3.968	3.157	10,611.95	0.00	10,611.95
3130AQCM3	10192	GO18SC	FAC	1,500,000.00	1,500,000.00	1,500,000.00	12/20/2024	1.000	0.992	3,750.00	0.00	3,750.00
240000060	10223	GO18SC	RR5	2,000,000.00	0.00	739,130.43	05/06/2023	4.100	4.100	7,638.36	0.00	7,638.36
Subtotal				3,839,111.60	3,828,790.95	3,572,849.80			0.616	22,000.31	0.00	22,000.31

City of Leander, Texas
Interest Earnings
October 1, 2022 - December 31, 2022

										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Yield This Period	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: GO 2018 - Transportation												
20181	10109	GO18TR	RR2	2,192,318.22	6,213,804.46	4,183,903.23		3.968	3.265	34,429.18	0.00	34,429.18
912828R69	10208	GO18TR	TRC	5,000,000.00	4,984,912.72	4,987,811.72	05/31/2023	1.625	2.084	20,462.53	5,735.66	26,198.19
240000062	10224	GO18TR	RR5	4,000,000.00	0.00	1,478,260.87	08/09/2023	4.150	4.150	15,463.01	0.00	15,463.01
			Subtotal	11,192,318.22	11,198,717.18	10,649,975.82			0.714	70,354.72	5,735.66	76,090.38
Fund: PID Crystal Springs												
822864	10118	PIDCS	LA2	956,348.81	864,642.79	740,352.08		3.820	3.019	5,633.04	0.00	5,633.04
			Subtotal	956,348.81	864,642.79	740,352.08			0.761	5,633.04	0.00	5,633.04
Fund: PID Deerbrooke NIA												
822454	10119	PIDDBN	LA2	553,649.98	571,106.80	563,641.16		3.640	2.943	4,181.25	0.00	4,181.25
60000012	10147	PIDDBN	RRP	9.99	9.99	9.99				0.00	0.00	0.00
			Subtotal	553,659.97	571,116.79	563,651.15			0.742	4,181.25	0.00	4,181.25
Fund: PID Deerbrooke SIA												
822451	10120	PIDDBS	LA2	928,342.39	938,381.31	932,042.29		3.640	2.945	6,919.22	0.00	6,919.22
60000011	10124	PIDDBS	RRP	715,433.02	1,965.43	59,851.23		3.980	4.042	609.81	0.00	609.81
			Subtotal	1,643,775.41	940,346.74	991,893.51			0.759	7,529.03	0.00	7,529.03
Fund: PID Oak Creek												
829908	10121	PIDOC	LA2	568,888.06	363,083.07	376,427.35		3.640	2.963	2,811.18	0.00	2,811.18
			Subtotal	568,888.06	363,083.07	376,427.35			0.747	2,811.18	0.00	2,811.18
			Total	264,810,201.14	236,112,354.10	230,675,731.43			0.524	1,001,285.92	207,950.03	1,209,235.95

City of Leander, Texas
Amortization Schedule
October 1, 2022 - December 31, 2022
Sorted By Fund - Fund

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
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Investment #	Maturity Date	Beginning Par Value			Amounts Amortized			Amount Amortized	Amt Amortized	Amount Unamortized
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 10/01/2022	This Period	Through 12/31/2022	Through 12/31/2022
Certs of Obligation 2018A										
10206 T Note	CO2018A	05/31/2023	1,000,000.00 1.625	995,000.00	-5,000.00	998,129.68	1,982.54 -3,017.46	1,147.14	3,129.68	-1,870.32
Subtotal				995,000.00	-5,000.00	998,129.68	1,982.54 -3,017.46	1,147.14	3,129.68	-1,870.32
Certs of Obligation 2022A										
10211 Credit Agricole CP	CO2022A	02/17/2023	5,500,000.00 2.390	5,404,333.61	-95,666.39	5,482,838.47	44,912.08 -50,754.31	33,592.78	78,504.86	-17,161.53
10213 FHLB Note	CO2022A	12/08/2023	5,500,000.00 3.375	5,568,750.00	68,750.00	5,542,511.47	-14,885.32 53,864.68	-11,353.21	-26,238.53	42,511.47
10215 FHLB Note	CO2022A	06/14/2024	5,500,000.00 2.875	5,522,000.00	22,000.00	5,515,740.08	-3,551.30 18,448.70	-2,708.62	-6,259.92	15,740.08
Subtotal				16,495,083.61	-4,916.39	16,541,090.02	26,475.46 21,559.07	19,530.95	46,006.41	41,090.02
Certs of Obligation 2022B										
10214 FHLB Note	CO2022B	12/08/2023	5,000,000.00 3.375	5,062,500.00	62,500.00	5,038,646.79	-13,532.11 48,967.89	-10,321.10	-23,853.21	38,646.79
10216 FHLB Note	CO2022B	06/14/2024	5,000,000.00 2.875	5,020,000.00	20,000.00	5,014,309.17	-3,228.45 16,771.55	-2,462.38	-5,690.83	14,309.17
10217 MUFG Bank CP	CO2022B	02/27/2023	8,000,000.00	7,859,906.67	-140,093.33	7,969,980.00	61,620.00 -78,473.33	48,453.33	110,073.33	-30,020.00
Subtotal				17,942,406.67	-57,593.33	18,022,935.96	44,859.44 -12,733.89	35,669.85	80,529.29	22,935.96
General Consolidated										
10191 FFCB Note	GEN	12/09/2024	5,000,000.00 0.920	4,999,000.00	-1,000.00	4,999,353.70	270.37 -729.63	83.33	353.70	-646.30
10219 FFCB Note	GEN	08/08/2023	5,000,000.00 3.125	4,990,350.00	-9,650.00	4,994,134.31	1,351.54 -8,298.46	2,432.77	3,784.31	-5,865.69
10221 FFCB Note	GEN	08/15/2024	5,000,000.00 3.300	4,998,560.00	-1,440.00	4,998,832.00	92.00 -1,348.00	180.00	272.00	-1,168.00
10165 FFCB Call Note	GEN	10/13/2023 10/13/2021	5,000,000.00 0.280	4,994,350.00	-5,650.00	5,000,000.00	5,650.00 0.00	0.00	5,650.00	0.00

City of Leander, Texas
Amortization Schedule
October 1, 2022 - December 31, 2022

Investment #		Maturity Date	Beginning Par Value				Amounts Amortized			
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 10/01/2022	Amount Amortized This Period	Amt Amortized Through 12/31/2022	Amount Unamortized Through 12/31/2022
General Consolidated										
10173 FFCB Call Note	GEN	04/05/2024 04/05/2022	5,000,000.00 0.330	4,993,750.00	-6,250.00	5,000,000.00	6,250.00 0.00	0.00	6,250.00	0.00
10220 FHLB Note	GEN	02/28/2024	5,000,000.00 2.125	4,914,850.00	-85,150.00	4,936,252.15	7,643.63 -77,506.37	13,758.52	21,402.15	-63,747.85
10164 Miami-Dade County FL	GEN	04/01/2023 10/01/2021	2,000,000.00 0.375	1,994,780.00	-5,220.00	2,000,000.00	5,220.00 0.00	0.00	5,220.00	0.00
10195 T Note	GEN	03/15/2023	5,000,000.00 0.500	4,997,460.94	-2,539.06	4,999,565.92	1,557.92 -981.14	547.06	2,104.98	-434.08
10196 T Note	GEN	01/15/2024	5,000,000.00 0.125	4,922,265.63	-77,734.37	4,959,807.19	27,785.00 -49,949.37	9,756.56	37,541.56	-40,192.81
10197 T Note	GEN	07/31/2023	5,000,000.00 0.125	4,945,312.50	-54,687.50	4,979,095.90	24,668.82 -30,018.68	9,114.58	33,783.40	-20,904.10
10200 T Note	GEN	02/28/2023	5,000,000.00 0.125	4,951,953.13	-48,046.87	4,992,488.63	28,620.91 -19,425.96	11,914.59	40,535.50	-7,511.37
10201 T Note	GEN	08/31/2023	5,000,000.00 0.125	4,908,789.06	-91,210.94	4,960,228.74	36,320.03 -54,890.91	15,119.65	51,439.68	-39,771.26
10202 T Note	GEN	02/15/2024	5,000,000.00 0.125	4,871,093.75	-128,906.25	4,926,899.64	39,402.88 -89,503.37	16,403.01	55,805.89	-73,100.36
10203 T Note	GEN	08/31/2024	5,000,000.00 1.875	4,955,664.06	-44,335.94	4,969,779.99	9,543.16 -34,792.78	4,572.77	14,115.93	-30,220.01
10204 T Note	GEN	09/15/2023	5,000,000.00 0.125	4,859,570.31	-140,429.69	4,932,541.25	48,822.28 -91,607.41	24,148.66	72,970.94	-67,458.75
10209 T Note	GEN	11/30/2023	5,000,000.00 0.500	4,855,468.75	-144,531.25	4,914,208.72	35,037.88 -109,493.37	23,702.09	58,739.97	-85,791.28
10210 T Note	GEN	09/30/2023	5,000,000.00 1.375	4,932,812.50	-67,187.50	4,963,303.21	18,078.56 -49,108.94	12,412.15	30,490.71	-36,696.79
Subtotal				81,086,030.63	-913,969.37	81,526,491.35	296,314.98 -617,654.39	144,145.74	440,460.72	-473,508.65
GO 2018 - Rec Center										
10207 T Note	GO18REC	05/31/2023	1,500,000.00 1.625	1,492,500.00	-7,500.00	1,497,194.51	2,973.82 -4,526.18	1,720.69	4,694.51	-2,805.49
Subtotal				1,492,500.00	-7,500.00	1,497,194.51	2,973.82 -4,526.18	1,720.69	4,694.51	-2,805.49
GO 2018 - Transportation										
10208 T Note	GO18TR	05/31/2023	5,000,000.00 1.625	4,975,000.00	-25,000.00	4,990,648.38	9,912.72 -15,087.28	5,735.66	15,648.38	-9,351.62

City of Leander, Texas
Amortization Schedule
October 1, 2022 - December 31, 2022

Investment #		Maturity Date	Beginning Par Value				Amounts Amortized			
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 10/01/2022	Amount Amortized This Period	Amt Amortized Through 12/31/2022	Amount Unamortized Through 12/31/2022
			Subtotal	4,975,000.00	-25,000.00	4,990,648.38	9,912.72 -15,087.28	5,735.66	15,648.38	-9,351.62
			Total	122,986,020.91	-1,013,979.09	123,576,489.90	382,518.96 -631,460.13	207,950.03	590,468.99	-423,510.10

City of Leander, Texas
Projected Cashflow Report
Sorted by Monthly
For the Period January 1, 2023 - July 31, 2023

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
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Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
January 2023										
01/04/2023	10188	GEN	31422XMV1	Call	FRMAC Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
01/12/2023	10172	GEN	3130ALJ70	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
01/14/2023	10218	GEN	3134GXZT4	Interest	FHLMC Call Note	0.00	0.00	0.00	100,000.00	100,000.00
01/15/2023	10176	GEN	3130ALVY7	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
01/15/2023	10196	GEN	91282CBE0	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
01/31/2023	10197	GEN	91282CCN9	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
Total for January 2023						15,000,000.00	15,000,000.00	15,000,000.00	106,250.00	15,106,250.00
February 2023										
02/08/2023	10219	GEN	3133ENF39	Interest	FFCB Note	0.00	0.00	0.00	78,125.00	78,125.00
02/15/2023	10202	GEN	91282CBM2	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
02/15/2023	10221	GEN	3133ENG20	Interest	FFCB Note	0.00	0.00	0.00	82,500.00	82,500.00
02/17/2023	10211	CO2022A	22533UPH0	Maturity	Credit Agricole CP	5,500,000.00	5,404,333.61	5,500,000.00	0.00	5,500,000.00
02/24/2023	10180	GEN	3130AMEZ1	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
02/27/2023	10217	CO2022B	62479MPT4	Maturity	MUFG Bank CP	8,000,000.00	7,859,906.67	8,000,000.00	0.00	8,000,000.00
02/28/2023	10186	GEN	3130ANNS5	Interest	FHLB Call Note	0.00	0.00	0.00	12,500.00	12,500.00
02/28/2023	10186	GEN	3130ANNS5	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
02/28/2023	10200	GEN	91282CBN0	Maturity	T Note	5,000,000.00	4,951,953.13	5,000,000.00	3,125.00	5,003,125.00
02/28/2023	10201	GEN	91282CCU3	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
02/28/2023	10203	GEN	9128282U3	Interest	T Note	0.00	0.00	0.00	46,875.00	46,875.00
02/28/2023	10220	GEN	3130ARHG9	Interest	FHLB Note	0.00	0.00	0.00	53,125.00	53,125.00
Total for February 2023						28,500,000.00	28,216,193.41	28,500,000.00	282,500.00	28,782,500.00
March 2023										
03/12/2023	10172	GEN	3130ALJ70	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
03/15/2023	10195	GEN	912828ZD5	Maturity	T Note	5,000,000.00	4,997,460.94	5,000,000.00	12,500.00	5,012,500.00
03/15/2023	10204	GEN	91282CAK7	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
03/20/2023	10192	GO18SC	3130AQCM3	Call	FHLB Call Note	1,500,000.00	1,500,000.00	1,500,000.00	0.00	1,500,000.00
03/20/2023	10193	GEN	3130AQCM3	Call	FHLB Call Note	1,000,000.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00
03/20/2023	10194	CO2016	3130AQCM3	Call	FHLB Call Note	2,500,000.00	2,500,000.00	2,500,000.00	0.00	2,500,000.00
03/28/2023	10181	GEN	3130AMT85	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
03/31/2023	10210	GEN	912828T26	Interest	T Note	0.00	0.00	0.00	34,375.00	34,375.00

City of Leander, Texas
Projected Cashflow Report
For the Period January 1, 2023 - July 31, 2023

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Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
Total for March 2023						15,000,000.00	14,997,460.94	15,000,000.00	60,000.00	15,060,000.00
April 2023										
04/01/2023	10164	GEN	59333NN90	Maturity	Miami-Dade County FL	2,000,000.00	1,994,780.00	2,000,000.00	3,750.00	2,003,750.00
04/01/2023	10167	GEN	419792ZJ8	Interest	State of Hawaii	0.00	0.00	0.00	3,211.88	3,211.88
04/04/2023	10188	GEN	31422XMV1	Interest	FRMAC Call Note	0.00	0.00	0.00	12,500.00	12,500.00
04/05/2023	10173	GEN	3133EMVD1	Interest	FFCB Call Note	0.00	0.00	0.00	8,250.00	8,250.00
04/13/2023	10165	GEN	3133EMCQ3	Interest	FFCB Call Note	0.00	0.00	0.00	7,000.00	7,000.00
04/15/2023	10176	GEN	3130ALVY7	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
04/27/2023	10198	GEN	3133ENML1	Maturity	FFCB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	18,500.00	5,018,500.00
Total for April 2023						7,000,000.00	6,994,780.00	7,000,000.00	63,211.88	7,063,211.88
May 2023										
05/24/2023	10180	GEN	3130AMEZ1	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
05/31/2023	10206	CO2018A	912828R69	Maturity	T Note	1,000,000.00	995,000.00	1,000,000.00	8,125.00	1,008,125.00
05/31/2023	10207	GO18REC	912828R69	Maturity	T Note	1,500,000.00	1,492,500.00	1,500,000.00	12,187.50	1,512,187.50
05/31/2023	10208	GO18TR	912828R69	Maturity	T Note	5,000,000.00	4,975,000.00	5,000,000.00	40,625.00	5,040,625.00
05/31/2023	10209	GEN	91282CDM0	Interest	T Note	0.00	0.00	0.00	12,500.00	12,500.00
Total for May 2023						7,500,000.00	7,462,500.00	7,500,000.00	83,437.50	7,583,437.50
June 2023										
06/08/2023	10213	CO2022A	3130A0F70	Interest	FHLB Note	0.00	0.00	0.00	92,812.50	92,812.50
06/08/2023	10214	CO2022B	3130A0F70	Interest	FHLB Note	0.00	0.00	0.00	84,375.00	84,375.00
06/09/2023	10191	GEN	3133ENGQ7	Interest	FFCB Note	0.00	0.00	0.00	23,000.00	23,000.00
06/14/2023	10215	CO2022A	3130A1XJ2	Interest	FHLB Note	0.00	0.00	0.00	79,062.50	79,062.50
06/14/2023	10216	CO2022B	3130A1XJ2	Interest	FHLB Note	0.00	0.00	0.00	71,875.00	71,875.00
06/20/2023	10192	GO18SC	3130AQCM3	Interest	FHLB Call Note	0.00	0.00	0.00	7,500.00	7,500.00
06/20/2023	10193	GEN	3130AQCM3	Interest	FHLB Call Note	0.00	0.00	0.00	5,000.00	5,000.00
06/20/2023	10194	CO2016	3130AQCM3	Interest	FHLB Call Note	0.00	0.00	0.00	12,500.00	12,500.00
06/28/2023	10181	GEN	3130AMT85	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
Total for June 2023						0.00	0.00	0.00	386,125.00	386,125.00
July 2023										
07/14/2023	10218	GEN	3134GXZT4	Interest	FHLMC Call Note	0.00	0.00	0.00	100,000.00	100,000.00
07/14/2023	10218	GEN	3134GXZT4	Call	FHLMC Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
07/15/2023	10196	GEN	91282CBE0	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
07/31/2023	10197	GEN	91282CCN9	Maturity	T Note	5,000,000.00	4,945,312.50	5,000,000.00	3,125.00	5,003,125.00
Total for July 2023						10,000,000.00	9,945,312.50	10,000,000.00	106,250.00	10,106,250.00

City of Leander, Texas
Projected Cashflow Report
For the Period January 1, 2023 - July 31, 2023

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
GRAND TOTALS:						83,000,000.00	82,616,246.85	83,000,000.00	1,087,774.38	84,087,774.38

City of Leander, Texas
Texas Compliance Change in Val Report
Sorted by Fund
October 1, 2022 - December 31, 2022

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
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Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Fund: ARPA 2021									
10187	TXPOOL	ARPA21	09/02/2021	25,261.30	2,849,396.51	25,261.30	0.00	25,261.30	2,874,657.81
60000013	2,874,657.81	3.979	/ /	25,261.30	2,849,396.51	25,261.30	0.00	25,261.30	2,874,657.81
Sub Totals For: Fund: ARPA 2021				25,261.30	2,849,396.51	25,261.30	0.00	25,261.30	2,874,657.81
				25,261.30	2,849,396.51	25,261.30	0.00	25,261.30	2,874,657.81
Fund: Certs of Obligation									
10028	TXSTAR	CO2016	11/22/2016	19,612.79	2,243,702.28	19,612.79	627.03	18,985.76	2,262,688.04
20163	2,262,688.04	3.968	/ /	19,612.79	2,243,702.28	19,612.79	627.03	18,985.76	2,262,688.04
10194	FHLBC	CO2016	12/20/2021	6,250.00	2,500,000.00	0.00	0.00	0.00	2,500,000.00
3130AQC3	2,500,000.00	1.000	12/20/2024	12,500.00	2,313,202.80	0.00	0.00	11,231.45	2,324,434.25
Sub Totals For: Fund: Certs of Obligation				25,862.79	4,743,702.28	19,612.79	627.03	18,985.76	4,762,688.04
				32,112.79	4,556,905.08	19,612.79	627.03	30,217.21	4,587,122.29
Fund: Certs of Obligation									
10104	TXSTAR	CO2018A	11/06/2018	17,627.47	2,540,116.95	17,627.47	631,146.72	-613,519.25	1,926,597.70
20184	1,926,597.70	3.968	/ /	17,627.47	2,540,116.95	17,627.47	631,146.72	-613,519.25	1,926,597.70
10206	TNOTE	CO2018A	04/25/2022	4,092.50	996,982.54	0.00	0.00	1,147.14	998,129.68
912828R69	1,000,000.00	2.086	05/31/2023	8,125.00	983,906.00	0.00	0.00	4,336.00	988,242.00
Sub Totals For: Fund: Certs of Obligation				21,719.97	3,537,099.49	17,627.47	631,146.72	-612,372.11	2,924,727.38
				25,752.47	3,524,022.95	17,627.47	631,146.72	-609,183.25	2,914,839.70
Fund: Certs of Obligation									
10105	TXSTAR	CO2018B	11/06/2018	4,030.59	464,143.61	4,030.59	3,795.00	235.59	464,379.20
20185	464,379.20	3.968	/ /	4,030.59	464,143.61	4,030.59	3,795.00	235.59	464,379.20

Portfolio LEND

City of Leander, Texas
Texas Compliance Change in Val Report
October 1, 2022 - December 31, 2022

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Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Sub Totals For: Fund: Certs of Obligation				4,030.59	464,143.61	4,030.59	3,795.00	235.59	464,379.20
				4,030.59	464,143.61	4,030.59	3,795.00	235.59	464,379.20
Fund: Certs of Obligation									
10211	CRAGCP	CO2022A	05/31/2022	0.00	5,449,245.69	0.00	0.00	33,592.78	5,482,838.47
22533UPH0	5,500,000.00	2.462	02/17/2023	0.00	5,414,293.50	0.00	0.00	53,542.50	5,467,836.00
10212	TXPOOL	CO2022A	05/26/2022	4,536.12	545,053.16	4,536.12	40,295.23	-35,759.11	509,294.05
60000014	509,294.05	3.979	/ /	4,536.12	545,053.16	4,536.12	40,295.23	-35,759.11	509,294.05
10213	FHLB	CO2022A	06/03/2022	46,406.25	5,553,864.68	0.00	0.00	-11,353.21	5,542,511.47
3130A0F70	5,500,000.00	2.528	12/08/2023	92,812.50	5,433,740.84	0.00	0.00	-12,528.23	5,421,212.61
10215	FHLB	CO2022A	06/03/2022	39,531.25	5,518,448.70	0.00	0.00	-2,708.62	5,515,740.08
3130A1XJ2	5,500,000.00	2.671	06/14/2024	79,062.50	5,363,350.85	0.00	0.00	11,234.85	5,374,585.70
Sub Totals For: Fund: Certs of Obligation				90,473.62	17,066,612.23	4,536.12	40,295.23	-16,228.16	17,050,384.07
				176,411.12	16,756,438.35	4,536.12	40,295.23	16,490.01	16,772,928.36
Fund: Certs of Obligation									
10171	TXSTAR	CO2022B	01/14/2021	10,038.07	1,147,931.92	10,225.83	0.00	10,225.83	1,158,157.75
20210	1,158,157.75	3.968	/ /	10,038.07	1,147,931.92	10,225.83	0.00	10,225.83	1,158,157.75
10214	FHLB	CO2022B	06/03/2022	42,187.50	5,048,967.89	0.00	0.00	-10,321.10	5,038,646.79
3130A0F70	5,000,000.00	2.528	12/08/2023	84,375.00	4,939,764.40	0.00	0.00	-11,389.30	4,928,375.10
10216	FHLB	CO2022B	06/03/2022	35,937.50	5,016,771.55	0.00	0.00	-2,462.38	5,014,309.17
3130A1XJ2	5,000,000.00	2.671	06/14/2024	71,875.00	4,875,773.50	0.00	0.00	10,213.50	4,885,987.00
10217	MUFGCP	CO2022B	06/06/2022	0.00	7,921,526.67	0.00	0.00	48,453.33	7,969,980.00
62479MPT4	8,000,000.00	2.441	02/27/2023	0.00	7,865,328.00	0.00	0.00	78,944.00	7,944,272.00
Sub Totals For: Fund: Certs of Obligation				88,163.07	19,135,198.03	10,225.83	0.00	45,895.68	19,181,093.71
				166,288.07	18,828,797.82	10,225.83	0.00	87,994.03	18,916,791.85
Fund: Debt Service									

Portfolio LEND

City of Leander, Texas
Texas Compliance Change in Val Report
October 1, 2022 - December 31, 2022

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10017	TXPOOL	DS	09/01/2016	48,955.84	5,248,205.13	873,401.06	0.00	873,401.06	6,121,606.19
60000003	6,121,606.19	3.979	/ /	48,955.84	5,248,205.13	873,401.06	0.00	873,401.06	6,121,606.19
Sub Totals For: Fund: Debt Service				48,955.84	5,248,205.13	873,401.06	0.00	873,401.06	6,121,606.19
				48,955.84	5,248,205.13	873,401.06	0.00	873,401.06	6,121,606.19
Fund: General Consolidated									
10003	BBVAPC	GEN	09/01/2016	0.00	960.85	0.00	0.00	0.00	960.85
5446	960.85	0.000	/ /	0.00	960.85	0.00	0.00	0.00	960.85
10004	FBPFC	GEN	09/01/2016	0.01	7,114,675.24	75,716,793.08	82,765,824.77	-7,049,031.69	65,643.55
8172	65,643.55	0.000	/ /	0.00	7,114,675.24	75,716,793.08	82,765,824.77	-7,049,031.69	65,643.55
10005	FBPFC	GEN	09/01/2016	0.00	70,019.86	244.98	10,120.36	-9,875.38	60,144.48
8156	60,144.48	0.000	/ /	0.00	70,019.86	244.98	10,120.36	-9,875.38	60,144.48
10008	EWBMM	GEN	09/01/2016	0.00	0.00	0.00	0.00	0.00	0.00
4242	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
10011	TXTERM	GEN	09/01/2016	10,215.84	1,119,960.89	10,215.84	0.00	10,215.84	1,130,176.73
1168	1,130,176.73	4.130	/ /	10,215.84	1,119,960.89	10,215.84	0.00	10,215.84	1,130,176.73
10013	TXSTAR	GEN	09/01/2016	11,567.42	1,323,009.53	11,567.42	0.00	11,567.42	1,334,576.95
11890	1,334,576.95	3.968	/ /	11,567.42	1,323,009.53	11,567.42	0.00	11,567.42	1,334,576.95
10014	TXSTAR	GEN	09/01/2016	14,581.16	17,792.83	3,734,581.16	1,792,225.11	1,942,356.05	1,960,148.88
23010	1,960,148.88	3.968	/ /	14,581.16	17,792.83	3,734,581.16	1,792,225.11	1,942,356.05	1,960,148.88
10015	TXPOOL	GEN	09/01/2016	14,216.89	1,603,622.23	14,216.89	0.00	14,216.89	1,617,839.12
60000001	1,617,839.12	3.979	/ /	14,216.89	1,603,622.23	14,216.89	0.00	14,216.89	1,617,839.12
10016	TXPOOL	GEN	09/01/2016	109,673.89	16,952,735.54	37,683,877.20	15,571,308.08	22,112,569.12	39,065,304.66
60000002	39,065,304.66	3.979	/ /	109,673.89	16,952,735.54	37,683,877.20	15,571,308.08	22,112,569.12	39,065,304.66
10018	TXPOOL	GEN	09/01/2016	1,436.26	162,000.64	1,436.26	0.00	1,436.26	163,436.90
60000005	163,436.90	3.979	/ /	1,436.26	162,000.64	1,436.26	0.00	1,436.26	163,436.90

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10019	TXPOOL	GEN	09/01/2016	2,887.97	325,752.34	2,887.97	0.00	2,887.97	328,640.31
60000008	328,640.31	3.979	/ /	2,887.97	325,752.34	2,887.97	0.00	2,887.97	328,640.31
10020	TXPOOL	GEN	09/01/2016	100.27	11,314.17	100.27	0.00	100.27	11,414.44
60000009	11,414.44	3.979	/ /	100.27	11,314.17	100.27	0.00	100.27	11,414.44
10117	INVESC	GEN	01/25/2019	37,728.11	0.00	22,758,619.42	12,057,911.13	10,700,708.29	10,700,708.29
2142	10,700,708.29	3.462	/ /	16,911.13	0.00	22,758,619.42	12,057,911.13	10,700,708.29	10,700,708.29
10164	MIAMI	GEN	09/30/2020	1,875.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00
59333NN90	2,000,000.00	0.480	04/01/2023	3,750.00	1,962,580.00	0.00	0.00	17,780.00	1,980,360.00
10165	FFCBC	GEN	10/15/2020	3,500.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3133EMCQ3	5,000,000.00	0.317	10/13/2023	7,000.00	4,782,291.60	0.00	0.00	36,785.80	4,819,077.40
10166	HAWAII	GEN	10/29/2020	0.00	1,000,000.00	0.00	1,000,000.00	-1,000,000.00	0.00
419792ZH2	0.00	0.000	10/01/2022	2,145.00	1,000,000.00	0.00	1,000,000.00	-1,000,000.00	0.00
10167	HAWAII	GEN	10/29/2020	1,605.94	1,125,000.00	0.00	0.00	0.00	1,125,000.00
419792ZJ8	1,125,000.00	0.570	10/01/2023	3,211.88	1,084,758.75	0.00	0.00	8,797.50	1,093,556.25
10172	FHLBC	GEN	03/12/2021	5,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130ALJ70	5,000,000.00	0.400	03/12/2024	0.00	4,709,654.15	0.00	0.00	23,367.15	4,733,021.30
10173	FFCBC	GEN	04/05/2021	4,125.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3133EMVD1	5,000,000.00	0.371	04/05/2024	8,250.00	4,695,254.15	0.00	0.00	22,117.05	4,717,371.20
10176	FHLBC	GEN	04/15/2021	5,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130ALVY7	5,000,000.00	0.400	04/15/2024	10,000.00	4,691,456.10	0.00	0.00	23,164.55	4,714,620.65
10180	FHLBC	GEN	05/28/2021	5,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130AMEZ1	5,000,000.00	0.400	05/24/2024	10,000.00	4,671,331.00	0.00	0.00	22,942.00	4,694,273.00
10181	FHLBC	GEN	06/28/2021	5,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130AMT85	5,000,000.00	0.400	06/28/2024	10,000.00	4,653,568.10	0.00	0.00	22,864.95	4,676,433.05
10186	FHLBC	GEN	08/30/2021	6,250.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130ANNS5	5,000,000.00	0.500	08/28/2024	0.00	4,631,135.30	0.00	0.00	23,104.85	4,654,240.15

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10188	FAMCAC	GEN	10/04/2021	6,250.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
31422XMV1	5,000,000.00	0.500	10/04/2024	12,500.00	4,617,821.55	0.00	0.00	23,341.20	4,641,162.75
10191	FFCB	GEN	12/09/2021	11,500.00	4,999,270.37	0.00	0.00	83.33	4,999,353.70
3133ENGQ7	5,000,000.00	0.926	12/09/2024	23,000.00	4,656,783.20	0.00	0.00	6,986.45	4,663,769.65
10193	FHLBC	GEN	12/20/2021	2,500.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
3130AQCM3	1,000,000.00	1.000	12/20/2024	5,000.00	925,281.12	0.00	0.00	4,492.58	929,773.70
10195	TNOTE	GEN	01/12/2022	6,353.59	4,999,018.86	0.00	0.00	547.06	4,999,565.92
912828ZD5	5,000,000.00	0.543	03/15/2023	0.00	4,925,390.00	0.00	0.00	36,520.00	4,961,910.00
10196	TNOTE	GEN	01/12/2022	1,562.50	4,950,050.63	0.00	0.00	9,756.56	4,959,807.19
91282CBE0	5,000,000.00	0.908	01/15/2024	0.00	4,739,845.00	0.00	0.00	28,710.00	4,768,555.00
10197	TNOTE	GEN	01/25/2022	1,562.50	4,969,981.32	0.00	0.00	9,114.58	4,979,095.90
91282CCN9	5,000,000.00	0.852	07/31/2023	0.00	4,834,960.00	0.00	0.00	33,400.00	4,868,360.00
10198	FFCBC	GEN	01/27/2022	9,250.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3133ENML1	5,000,000.00	0.740	04/27/2023	18,500.00	4,901,708.80	0.00	0.00	38,534.30	4,940,243.10
10199	NXBICS	GEN	01/19/2022	46,712.02	5,042,298.91	46,712.02	0.00	46,712.02	5,089,010.93
026	5,089,010.93	4.220	/ /	46,712.02	5,042,298.91	46,712.02	0.00	46,712.02	5,089,010.93
10200	TNOTE	GEN	02/22/2022	1,588.40	4,980,574.04	0.00	0.00	11,914.59	4,992,488.63
91282CBN0	5,000,000.00	1.077	02/28/2023	0.00	4,926,365.00	0.00	0.00	40,280.00	4,966,645.00
10201	TNOTE	GEN	02/22/2022	1,588.40	4,945,109.09	0.00	0.00	15,119.65	4,960,228.74
91282CCU3	5,000,000.00	1.344	08/31/2023	0.00	4,815,235.00	0.00	0.00	33,790.00	4,849,025.00
10202	TNOTE	GEN	02/22/2022	1,562.50	4,910,496.63	0.00	0.00	16,403.01	4,926,899.64
91282CBM2	5,000,000.00	1.450	02/15/2024	0.00	4,724,220.00	0.00	0.00	27,340.00	4,751,560.00
10203	TNOTE	GEN	03/23/2022	23,825.97	4,965,207.22	0.00	0.00	4,572.77	4,969,779.99
9128282U3	5,000,000.00	2.250	08/31/2024	0.00	4,782,810.00	0.00	0.00	2,150.00	4,784,960.00
10204	TNOTE	GEN	03/29/2022	1,588.40	4,908,392.59	0.00	0.00	24,148.66	4,932,541.25
91282CAK7	5,000,000.00	2.085	09/15/2023	0.00	4,809,570.00	0.00	0.00	33,595.00	4,843,165.00

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10205	TCBPFC	GEN	03/22/2022	104.30	207,202.42	104.30	0.00	104.30	207,306.72
380B	207,306.72	0.300	/ /	104.30	207,202.42	104.30	0.00	104.30	207,306.72
10209	TNOTE	GEN	05/18/2022	6,296.16	4,890,506.63	0.00	0.00	23,702.09	4,914,208.72
91282CDM0	5,000,000.00	2.428	11/30/2023	12,500.00	4,785,740.00	0.00	0.00	24,805.00	4,810,545.00
10210	TNOTE	GEN	05/20/2022	17,376.38	4,950,891.06	0.00	0.00	12,412.15	4,963,303.21
912828T26	5,000,000.00	2.381	09/30/2023	0.00	4,858,400.00	0.00	0.00	19,725.00	4,878,125.00
10218	FHLMCC	GEN	07/14/2022	50,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134GXZT4	5,000,000.00	4.000	07/14/2025	0.00	4,903,144.05	0.00	0.00	-1,052.45	4,902,091.60
10219	FFCB	GEN	08/11/2022	39,062.50	4,991,701.54	0.00	0.00	2,432.77	4,994,134.31
3133ENF39	5,000,000.00	3.324	08/08/2023	0.00	4,951,696.40	0.00	0.00	-2,337.90	4,949,358.50
10220	FHLB	GEN	08/11/2022	26,562.50	4,922,493.63	0.00	0.00	13,758.52	4,936,252.15
3130ARHG9	5,000,000.00	3.262	02/28/2024	0.00	4,853,889.70	0.00	0.00	-18,426.15	4,835,463.55
10221	FFCB	GEN	08/15/2022	41,250.00	4,998,652.00	0.00	0.00	180.00	4,998,832.00
3133ENG20	5,000,000.00	3.315	08/15/2024	0.00	4,912,369.40	0.00	0.00	-14,141.30	4,898,228.10
10222	EWBCD	GEN	08/03/2022	33,905.03	4,422,676.92	33,905.03	0.00	33,905.03	4,456,581.95
172404911	4,456,581.95	3.030	08/03/2023	33,905.03	4,422,676.92	33,905.03	0.00	33,905.03	4,456,581.95
Sub Totals For: Fund: General Consolidated				570,164.91	162,881,367.98	140,015,261.84	113,197,389.45	26,962,018.13	189,843,386.11
				388,169.06	158,181,280.74	140,015,261.84	113,197,389.45	27,336,507.97	185,517,788.71
Fund: GO 2016 - Parks									
10026	TXSTAR	GO16PK	11/22/2016	0.00	0.00	0.00	0.00	0.00	0.00
20161	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
Sub Totals For: Fund: GO 2016 - Parks				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: GO 2016 - Senior Cen									
10025	TXSTAR	GO16SC	11/22/2016	906.57	103,961.88	906.57	330.00	576.57	104,538.45
20160	104,538.45	3.968	/ /	906.57	103,961.88	906.57	330.00	576.57	104,538.45

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Sub Totals For: Fund: GO 2016 - Senior Cen				906.57	103,961.88	906.57	330.00	576.57	104,538.45
				906.57	103,961.88	906.57	330.00	576.57	104,538.45
Fund: GO 2016 - Transporta									
10027	TXSTAR	GO16TR	11/22/2016	1,223.00	148,441.46	1,223.00	10,312.50	-9,089.50	139,351.96
20162	139,351.96	3.968	/ /	1,223.00	148,441.46	1,223.00	10,312.50	-9,089.50	139,351.96
Sub Totals For: Fund: GO 2016 - Transporta				1,223.00	148,441.46	1,223.00	10,312.50	-9,089.50	139,351.96
				1,223.00	148,441.46	1,223.00	10,312.50	-9,089.50	139,351.96
Fund: GO 2018 - Parks									
10106	TXSTAR	GO18PK	11/06/2018	2,531.58	289,542.20	2,531.58	0.00	2,531.58	292,073.78
20182	292,073.78	3.968	/ /	2,531.58	289,542.20	2,531.58	0.00	2,531.58	292,073.78
Sub Totals For: Fund: GO 2018 - Parks				2,531.58	289,542.20	2,531.58	0.00	2,531.58	292,073.78
				2,531.58	289,542.20	2,531.58	0.00	2,531.58	292,073.78
Fund: GO 2018 - Rec Center									
10107	TXSTAR	GO18REC	11/06/2018	3,344.39	382,511.96	3,347.42	0.00	3,347.42	385,859.38
20180	385,859.38	3.968	/ /	3,344.39	382,511.96	3,347.42	0.00	3,347.42	385,859.38
10207	TNOTE	GO18REC	04/25/2022	6,138.76	1,495,473.82	0.00	0.00	1,720.69	1,497,194.51
912828R69	1,500,000.00	2.086	05/31/2023	12,187.50	1,475,859.00	0.00	0.00	6,504.00	1,482,363.00
Sub Totals For: Fund: GO 2018 - Rec Center				9,483.15	1,877,985.78	3,347.42	0.00	5,068.11	1,883,053.89
				15,531.89	1,858,370.96	3,347.42	0.00	9,851.42	1,868,222.38
Fund: GO 2018 - Senior Cen									
10108	TXSTAR	GO18SC	11/06/2018	10,611.95	2,328,790.95	10,611.95	2,000,291.30	-1,989,679.35	339,111.60
20183	339,111.60	3.968	/ /	10,611.95	2,328,790.95	10,611.95	2,000,291.30	-1,989,679.35	339,111.60
10192	FHLBC	GO18SC	12/20/2021	3,750.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00
3130AQCM3	1,500,000.00	1.000	12/20/2024	7,500.00	1,387,921.68	0.00	0.00	6,738.87	1,394,660.55
10223	TCB	GO18SC	11/28/2022	7,638.36	0.00	2,000,000.00	0.00	2,000,000.00	2,000,000.00
240000060	2,000,000.00	4.100	05/06/2023	0.00	0.00	2,000,000.00	0.00	2,000,000.00	2,000,000.00

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Sub Totals For: Fund: GO 2018 - Senior Cen				22,000.31	3,828,790.95	2,010,611.95	2,000,291.30	10,320.65	3,839,111.60
				18,111.95	3,716,712.63	2,010,611.95	2,000,291.30	17,059.52	3,733,772.15
Fund: GO 2018 - Transporta									
10109	TXSTAR	GO18TR	11/06/2018	34,429.18	6,213,804.46	34,429.18	4,055,915.42	-4,021,486.24	2,192,318.22
20181	2,192,318.22	3.968	/ /	34,429.18	6,213,804.46	34,429.18	4,055,915.42	-4,021,486.24	2,192,318.22
10208	TNOTE	GO18TR	04/25/2022	20,462.53	4,984,912.72	0.00	0.00	5,735.66	4,990,648.38
912828R69	5,000,000.00	2.086	05/31/2023	40,625.00	4,919,530.00	0.00	0.00	21,680.00	4,941,210.00
10224	TCB	GO18TR	11/28/2022	15,463.01	0.00	4,000,000.00	0.00	4,000,000.00	4,000,000.00
240000062	4,000,000.00	4.150	08/09/2023	0.00	0.00	4,000,000.00	0.00	4,000,000.00	4,000,000.00
Sub Totals For: Fund: GO 2018 - Transporta				70,354.72	11,198,717.18	4,034,429.18	4,055,915.42	-15,750.58	11,182,966.60
				75,054.18	11,133,334.46	4,034,429.18	4,055,915.42	193.76	11,133,528.22
Fund: PID Crystal Springs									
10118	CAVHIL	PIDCS	10/01/2022	5,633.04	864,642.79	371,617.61	279,911.59	91,706.02	956,348.81
822864	956,348.81	3.820	/ /	4,833.84	864,642.79	371,617.61	279,911.59	91,706.02	956,348.81
Sub Totals For: Fund: PID Crystal Springs				5,633.04	864,642.79	371,617.61	279,911.59	91,706.02	956,348.81
				4,833.84	864,642.79	371,617.61	279,911.59	91,706.02	956,348.81
Fund: PID Deerbrooke NIA									
10119	FED	PIDDBN	10/01/2022	4,181.25	571,106.80	3,441.37	20,898.19	-17,456.82	553,649.98
822454	553,649.98	3.640	/ /	3,441.37	571,106.80	3,441.37	20,898.19	-17,456.82	553,649.98
10147	TXPOOL	PIDDBN	01/30/2020	0.00	9.99	0.00	0.00	0.00	9.99
60000012	9.99	0.000	/ /	0.00	9.99	0.00	0.00	0.00	9.99
Sub Totals For: Fund: PID Deerbrooke NIA				4,181.25	571,116.79	3,441.37	20,898.19	-17,456.82	553,659.97
				3,441.37	571,116.79	3,441.37	20,898.19	-17,456.82	553,659.97
Fund: PID Deerbrooke SIA									
10120	FED	PIDDBS	10/01/2022	6,919.22	938,381.31	7,299.83	17,338.75	-10,038.92	928,342.39
822451	928,342.39	3.640	/ /	5,671.31	938,381.31	7,299.83	17,338.75	-10,038.92	928,342.39

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10124	TXPOOL	PIDDBS	03/06/2019	609.81	1,965.43	715,029.63	1,562.04	713,467.59	715,433.02
60000011	715,433.02	3.979	/ /	609.81	1,965.43	715,029.63	1,562.04	713,467.59	715,433.02
Sub Totals For: Fund: PID Deerbrooke SIA				7,529.03	940,346.74	722,329.46	18,900.79	703,428.67	1,643,775.41
				6,281.12	940,346.74	722,329.46	18,900.79	703,428.67	1,643,775.41
Fund: PID Oak Creek									
10121	CAVHIL	PIDOC	10/01/2022	2,811.18	363,083.07	248,575.82	42,770.83	205,804.99	568,888.06
829908	568,888.06	3.640	/ /	2,211.68	363,083.07	248,575.82	42,770.83	205,804.99	568,888.06
Sub Totals For: Fund: PID Oak Creek				2,811.18	363,083.07	248,575.82	42,770.83	205,804.99	568,888.06
				2,211.68	363,083.07	248,575.82	42,770.83	205,804.99	568,888.06
Report Grand Totals:				1,001,285.92	236,112,354.10	148,368,970.96	120,302,584.05	28,274,336.94	264,386,691.04
				997,108.42	230,398,743.17	148,368,970.96	120,302,584.05	28,765,530.13	259,164,273.30

Meeder Public Funds, Inc., is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data have been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

Investment advisory services are provided through Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

**Meeder Public Funds
Patterson Group**

Barton Oaks Plaza II
901 S. MoPac Expy
Suite 195
Austin, Texas
78746

800.817.2442



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Approval of renewal of the first amended and restated Emergency Service Organizations Agreement with Williamson County to provide funding to the City of Leander for providing select emergency services to residents of the City; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Williamson County provides approximately \$40,000.00 per year (based on a specific funding calculation outlined in the agreement) to the City of Leander for the Leander Fire Department to provide and/or participate in providing medical first response under the Williamson County Medical Director, and participate in at least one (1) or more specialty services outlined in the agreement.

Performance requirements additionally require that the Leander Fire Department meet National Incident Management System (NIMS) requirements, participate with the Williamson County Fire Chief's Association to develop and adopt safety procedures to adhere to National Standards during emergency events, and to have written agreements with other agencies to respond to emergencies when Leander Fire Department is unavailable, provided that Leander Fire Department respond to at least eighty (80%) percent of its calls for service.

HISTORY/TIMELINE:

Leander has been receiving funding for participating in this program for approximately four (4) years.

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Billy Wusterhausen, Fire Chief

Attachments

1. Amended Agreement
2. Redlined Version

FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT

THIS FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT ("First Amended Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 & 12 (each being a separate Emergency Service District created and described under Chapter 775 of the Texas Health and Safety Code); the CITY OF CEDAR PARK, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the GRANGER VOLUNTEER FIRE DEPARTMENT; and the AVERY PICKETT FIRE DEPARTMENT (formerly known as the Taylor Volunteer Fire Department) (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team
 - Wildland Firefighting

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the

Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.

2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this First Amended Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II. Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Service Organizations with establishing a working relationship with the Williamson County Fire Marshal's Office in relation to fire investigations. Any fire in the unincorporated area of the county that meets any condition listed in Williamson County Commissioners Court Order for Fire/Explosion Investigations shall be reported to Williamson County Fire Marshal's Office within 24 hours of the incident. Williamson County Fire Marshal's Office will be the lead investigation agency for any act of arson that occurs within the unincorporated area of the county.

III.

Reimbursement Formula; Consideration and Use of Funding

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this First Amended Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this First Amended Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The Emergency Service Organizations hereby agree to use and apply funding received hereunder for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each Emergency Service Organizations under this First Amended Agreement and to comply with the performance standards set out herein.

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this First Amended Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure

diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this First Amended Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this First Amended Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this First Amended Agreement. Such share of funds shall start on the next scheduled payment.

V.

Right to Withdraw

Any party to this First Amended Agreement has the right to withdraw from this First Amended Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected

withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this First Amended Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.

Term of First Amended Agreement; And Effective Date

This First Amended Agreement shall commence and be deemed to be effective as of January 31, 2023 and shall continue thereafter until September 30, 2023. Each term of this First Amended Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this First Amended Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.

Related Agreements

The parties to this First Amended Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this First Amended Agreement do not intend for the terms or conditions of this First Amended Agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.

Relationship of the Parties

The parties to this First Amended Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this First Amended Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this First Amended Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this First Amended Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur

as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this First Amended Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this First Amended Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. **Severability.** If any provision of this First Amended Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire First Amended Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this First Amended Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this First Amended Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.
- E. **No Waiver of Immunities.** Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- F. **Assignment.** The rights and duties of the parties hereto may not be assigned or delegated without the prior written consent of all parties. This First Amended Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

- G. Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. Non-Appropriation and Fiscal Funding.** The obligations of the parties under this First Amended Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this First Amended Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. Execution in Multiple Counterparts.** This First Amended Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. Williamson County's Right to Audit.** Each ESO agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of each ESO which are directly pertinent to the use of funding for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each ESO under this First Amended Agreement and to comply with the performance standards set out herein for the purposes of making audits, examinations, excerpts, and transcriptions. Each ESO further agrees that County shall have access during normal working hours to all necessary facilities of each ESO and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give each ESO reasonable advance notice of intended audits.
- K. Corporate and Tax Documents.** Each ESO shall provide, within seven (7) calendar days request from County, all corporate or business organization documents for organizations that are not emergency services districts and appropriate tax filings.
- L. Extent And Effect of First Amended Agreement.** As of the Effective Date hereof, this First Amended Agreement shall replace, supplant, and supersede the original Emergency Service Organization Agreement previously executed by the parties hereto.
- M. Entire Agreement.** This First Amended Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this First Amended Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this First Amended Agreement.

IN WITNESS WHEREOF, the parties execute this First Amended Agreement to be effective as of the 31st day of January, 2023.

**EMERGENCY SERVICE ORGANIZATIONS AND WILLIAMSON COUNTY
EXECUTION BLOCKS TO FOLLOW:**

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF LEANDER, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF TAYLOR, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

GRANGER VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

AVERY PICKETT FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT

THIS FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT (“First Amended Agreement”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS (“Williamson County”) and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 & 12 (each being a separate Emergency Service District created and described under Chapter 775 of the Texas Health and Safety Code); the CITY OF CEDAR PARK, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the GRANGER VOLUNTEER FIRE DEPARTMENT; and the AVERY PICKETT FIRE DEPARTMENT (formerly known as the Taylor Volunteer Fire Department) (being collectively referred to herein as the “Emergency Service Organization(s)” or “ESO”).

I. Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team
 - Wildland Firefighting

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System (“NIMS”) requirements by having department personnel complete the necessary training courses as established by the

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Deleted: the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT

Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.

2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. **Emergency Medical Service Involvement**

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this [First Amended Agreement](#), emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.

Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Service Organizations with establishing a working relationship with the [Williamson County Fire Marshal's Office](#), the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson fire investigations. ~~Fire Departments of the Emergency Service Organizations shall assist the Williamson County Fire Marshal's Office on fire investigations in their jurisdiction. To the extent that such agencies are able to provide arson investigators and resources related to arson investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Service Organizations with fire investigations. Any fire in the unincorporated area of the county that meets any condition listed in Williamson County Commissioners Court Order for Fire/Explosion Investigations shall be reported to Williamson County Fire Marshal's Office within 24 hours of the incident. Williamson County Fire Marshal's Office will be the lead investigation agency for any act of arson that occurs within the unincorporated area of the county.~~

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III.

Reimbursement Formula; Consideration and Use of Funding

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this [First Amended Agreement](#).

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this [First Amended Agreement](#), Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

[The Emergency Service Organizations hereby agree to use and apply funding received hereunder for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each Emergency Service Organizations under this First Amended Agreement and to comply with the performance standards set out herein.](#)

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this [First Amended Agreement](#)), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure

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Deleted: The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.¶

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diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this [First Amended Agreement](#). Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

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In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this [First Amended Agreement](#) or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

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In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this [First Amended Agreement](#). Such share of funds shall start on the next scheduled payment.

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V. **Right to Withdraw**

Any party to this [First Amended Agreement](#) has the right to withdraw from this [First Amended Agreement](#) by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected

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withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this [First Amended Agreement](#). If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

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VI.

Term of [First Amended Agreement](#); And Effective Date

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This [First Amended Agreement](#) shall commence and be deemed to be effective as of [January 31, 2023](#) and shall continue thereafter until September 30, [2023](#). Each term of this [First Amended Agreement](#) shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

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Each ESO acknowledges that Williamson County shall also have the right not to renew this [First Amended Agreement](#) provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

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The parties are subject to the rights of termination and suspension as contained herein.

VII.

Related Agreements

The parties to this [First Amended Agreement](#) acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this [First Amended Agreement](#) do not intend for the terms or conditions of this [First Amended Agreement](#) to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

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VIII.

Relationship of the Parties

The parties to this [First Amended Agreement](#) shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

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The parties to this [First Amended Agreement](#) shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this [First Amended Agreement](#) shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this [First Amended Agreement](#). Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur

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as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this [First Amended Agreement](#) or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this [First Amended Agreement](#) to such Emergency Service Organization until which time that the breach is cured.
- C. **Severability.** If any provision of this [First Amended Agreement](#) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire [First Amended Agreement](#) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this [First Amended Agreement](#) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this [First Amended Agreement](#) and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this [First Amended Agreement](#), and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this [First Amended Agreement](#).
- E. **No Waiver of Immunities.** Nothing in this [First Amended Agreement](#) shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This [First Amended Agreement](#) shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

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G. Compliance with Applicable Laws. All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.

H. Non-Appropriation and Fiscal Funding. The obligations of the parties under this [First Amended Agreement](#) do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this [First Amended Agreement](#) at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

I. Execution in Multiple Counterparts. This [First Amended Agreement](#) may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

J. Williamson County's Right to Audit. Each ESO agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this [First Amended Agreement](#), have access to and the right to examine and photocopy any and all books, documents, papers and records of each ESO which are directly pertinent to the use of funding for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each ESO under this [First Amended Agreement](#) and to comply with the performance standards set out herein for the purposes of making audits, examinations, excerpts, and transcriptions. Each ESO further agrees that County shall have access during normal working hours to all necessary facilities of each ESO and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give each ESO reasonable advance notice of intended audits.

K. Corporate and Tax Documents. Each ESO shall provide, within seven (7) calendar days request from County, all corporate or business organization documents for organizations that are not emergency services districts and appropriate tax filings.

L. Extent And Effect of First Amended Agreement. As of the Effective Date hereof, this [First Amended Agreement](#) shall replace, supplant, and supersede the original Emergency Service Organization Agreement previously executed by the parties hereto.

M. Entire Agreement. This [First Amended Agreement](#) constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this [First Amended Agreement](#) has been made by any party, or its respective officers, employees, or other agents to induce execution of this [First Amended Agreement](#).

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IN WITNESS WHEREOF, the parties execute this First Amended Agreement to be effective as of the 31st day of January, 2023.

EMERGENCY SERVICE ORGANIZATIONS AND WILLIAMSON COUNTY
EXECUTION BLOCKS TO FOLLOW:

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WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

By: _____

Representative Capacity: _____

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By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

|

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

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By: _____
Printed Name: _____
Representative Capacity: _____
Date: _____, 20__

CITY OF LEANDER, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

Date: _____, 20____

Date: _____, 20____

Date: _____, 20____

Date: _____, 20____

AVERY PICKETT FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

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THRALL VOLUNTEER FIRE DEPARTMENT¶**

¶
By: _____¶

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Printed Name: _____¶

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Representative Capacity: _____¶

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Date: _____, 20__¶

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WEIR VOLUNTEER FIRE DEPARTMENT ¶

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By: _____¶

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Printed Name: _____¶

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Representative Capacity: _____¶

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Date: _____, 20__¶

¶
¶

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Approval of purchase of one (1) 230-kilowatt generator for the Leander Police Station located at 705 Leander Drive, Leander, Texas, from Loftin utilizing Turnkey BuyBoad contract 657-21 in the amount of \$229,098.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

This purchase will support the continuity of operations by providing backup generator power for the entire Police Department. The current generator only provides power to the Communications Center and refrigerated unit in evidence storage.

Instead of purchasing one (1) larger generator, the Police Department is going with a less expensive option to keep the current generator to use for other areas of the Police Department, and install the new generator for the critical Communications Center.

Having both generators will provide power sources for the Police Department, not only for communications, but to ensure continuity of operation during power interruptions and major outages, which is vital for public safety.

BuyBoard uses a proposal invitation process to award contracts to vendors for goods and services that the Cooperative determines, based on a review of all vendor-submitted proposals and an evaluation of multiple published criteria, represent the best value. Pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), municipalities are allowed to take advantage of these negotiated volume prices at no additional fee.

On September 1, 2022, the City Council awarded Solicitation S22-013 to Loftin for generator maintenance and repair services for City-owned facilities.

RECOMMENDATION:

Staff recommends approval of the proposal from Loftin for the purchase of one (1) 230KW generator for the City of Leander Police Station. Approval of \$200,000.00 for this purchase was made in the FY 2023 General CIP budget. Finance staff anticipate additional revenues from increased interest earnings will be sufficient to cover the budget deficit of \$30,000.00.

PRESENTER:

Dan Grimsbo, PE, Executive Director of Infrastructure

Fiscal Impact

Amount requested: \$229,098.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): New

Recurring or one-time: One-Time

Fund source (Operating / Utility / etc.): General CIP

Attachments

1. Loftin Generator Proposal #657-21



Turnkey BuyBoard Proposal
Contract 657-21

Attn:

Project: City of Leander Police Department
Address:

Date: December 12, 2022

Proposal # JP26937127

Thank you for your request. We are pleased to provide the following proposal:

<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
230REOZJE	KOHLER OUTDOOR DIESEL GENERATOR SET RATED 230 KW UL 2200 listed generator set Standby Rated, 277/480v, 3 phase, 4 wire, 60 hz Electronic Isochronous Governor 50°C/122°F unit mounted radiator Controller, APM402 Microprocessor based with ±0.5% VR - Integral thermal overload protection - Remote annunciator panel - NFPA 110 - Remote E-stop switch 2 input / 5 output programmable module for remote indication 400 amp main line circuit breaker, 100% rated, LI 400 amp main line circuit breaker, 100% rated, LI Sound-attenuated enclosure with internal silencer 24 hour / 472 gallon UL142 listed subbase diesel tank Engine jacket water heater - 120VAC Starting batteries, cables, and 10 amp float-equalize charger Standard factory tests at 0.8pf as detailed below Field startup and on-site test with full resistive load One Year system warranty	1	
ATS	400 AMP AUTOMATIC TRANSFER SWITCH	1	
ATS	400 AMP SERVICE ENTRANCE AUTOMATIC TRANSFER SWITCH 3 pole, solid neutral, 208Vac, 3 phase, NEMA I enclosure In-phase monitor, ±0.5% voltage and frequency sensing Programmable inputs, outputs, exerciser, and time delays	1	

SPECIFICALLY INCLUDED IN SCOPE OF WORK

1. Furnish & install (N) concrete in existing generator location. Generator to be installed at 90 degree orientation from existing generator
2. Install generator on new Concrete pad and anchor accordingly
3. Saw cut, remove, dispose of concrete/asphalt and trench for underground conduits to building Service Rated ATS at pole mounted MDP. Install underground conduit/conductors for generator back up feed, communications/control circuitry and battery charger/block heater circuitry as necessary.
4. Saw cut, remove, dispose of concrete/asphalt and trench for underground conduits to building Service Rated ATS at pole mounted Service Disconnect. Install underground conduit/conductors for generator back up feed and communications/control circuitry
5. Provide Auxiliary E-stop adjacent to Generator location.
6. Backfill and compact soil and repair concrete/Asphalt to match existing.
7. Install new Service riser at new Service Entrance ATS at existing MDP utility pole.
8. Demo existing service riser and remove from existing MDP
9. Coordinate with utility to interconnect the new ATS service riser to existing aerial utility XFMR
10. Furnish & Install (N) customer provided ATS adjacent to main service MDP at service riser



11. Furnish & Install (N) customer provided ATS adjacent to main service Disconnect at service riser
12. Furnish & Install Emergency Feed from both ATS' to (N) generator
13. Re-route & Existing Load feed from Both ATS' to (E) MDP and Service disconnect
14. Furnish & install conduit, conductors & overcurrent protection for (2) 120v circuits for Battery charger and Block heater circuitry required.
15. Furnish & install conduit & conductors from ATS' to Generator for automatic generator remote starting.
16. Transport generator & ATS to site for installation if necessary.
17. Provide all equipment required for Saw cutting, disposal of concrete/asphalt and installation of Generator/ATS
18. Demo & dispose of existing generator and ATS
19. Demo & dispose of existing diesel fuel in existing generator.
20. Provide Pipe Bollards to protect generator
21. Coordinate temporary outage while ATS interconnections are made to (E) Load
22. Permitting and inspection according to local jurisdiction requirements.
23. Provide metal plates, barricades during construction.
24. Coordinate all outages with Facility management
25. Coordinate with 811 for utility locates before any trenching is completed.
26. Provide Method of Procedure, if necessary, for the outages.
27. Temporary power during new equipment interconnection

SPECIFICALLY EXCLUDED TO SCOPE OF WORK

The following exclusions apply to the installation and scope of work:

1. Weekends, Holidays, or Overtime.
2. Additional repairs other than specifically expressed in inspection report
3. Any repairs or upgrades to existing equipment required to meet local or NEC codes
4. Engineered drawings
5. Replacing equipment
6. Replacing feeders
7. Relocation of circuitry/Load Shedding
8. Any items not specifically mentioned in the proposal
9. Diesel Fuel

ASSUMPTIONS

The Scope of Work outlined above reflects our estimate of the work to be performed based on the information available.

1. Install may be completed during normal business hours
2. Existing Electrical equipment and installation meet local and NEC standards
3. Generator, ATS and annunciator shall be customer provided.
4. Generator, ATS shall be installed adjacent to their corresponding service and loads in existing areas per site visit.
5. Asphalt may be removed and replaced with a concrete cap over conduit trench after installation
6. Existing panelboards shall remain in place.
7. Existing panelboards have sufficient space for all circuitries.

TOTAL PRICE

\$ 229,098.00

All pricing is FOB factory, freight prepaid and allowed to jobsite. Offloading and installation by others. Price does not include any federal, state, or local sales, use, property, TERP, or excise taxes that may be applicable.

THIS PROPOSAL IS VALID FOR FIFTEEN (15) DAYS. Due to market volatility, orders placed or released beyond fifteen days from proposal date may require a revised proposal prior to order acceptance by Loftin Equipment Company.



Proposed by:

Jonathan Proctor

936-577-4535

jproctor@loftinequip.com

Loftin Equipment Company

CURRENT ESTIMATED LEAD TIMES

SUBMITTALS	Submittal data and drawings will be available within seven (7) days from receipt of purchase order.
GENERATOR SET	36 - 38 weeks after approved submittals and written release for production.
TRANSFER SWITCH	22 - 24 weeks after approved submittals and written release for production

IMPORTANT LEAD TIME AND PRICING NOTES:

Lead time estimates provided above are the best estimate available at the time of proposal and should be verified prior to order release. Current component shortages are resulting in constantly shifting production schedules. Please be aware that we cannot guarantee ship dates.

The quoted price for this equipment has been calculated based on the current prices for the component materials. However, the market for generators, fuel tanks, enclosures, transfer switches, and related components is currently considered to be volatile, and sudden price increases could occur. Loftin Equipment agrees to use its best efforts to obtain the lowest possible prices from available component suppliers, but should there be an increase in the prices of these specified materials that are after the date of this proposal and prior to release for order, the Customer agrees to pay that cost increase to Loftin Equipment. Alternatively, the customer may choose to cancel the order at that time, and there will be no penalty for cancellation. Once order has been released for production, normal cancellation policies (as stated elsewhere in this proposal) will apply.

CLARIFICATIONS / EQUIPMENT NOTES

- 1. This proposal is based on the electrical one-line and specification section and is intended to meet the functional intent of the specifications. If changes are required to our bill of material, we will be happy to revise our proposal.**
2. Manufacturer's warranty period begins at time the equipment is initially started up by our service department.
3. ATS fault current ratings are shown below and should be reviewed by the contractor for compliance with project requirements.
4. Lugs for generator breakers and automatic transfer switches will be provided per submittal information furnished, and compliant with UL2200 and UL1008 approvals. Please review prior to equipment release. If the project requires lug changes from the factory offering it will be done by others and at their expense and is not included in our proposal.
5. Nominal generator rating shown above. Standard derates for altitude and temperature may apply per Kohler publication TIB-101. For additional information, please contact your Kohler representative.
6. Unless otherwise noted, equipment proposed meets Emergency Stationary ICE definition (for EPA compliance): Limited to emergency operation (no time limit) and maintenance and readiness testing of not more than 100 hours/year. Owner/Operator is required to maintain records, and have them available for inspection.
7. Any fines, fees, or permits for the installation or operation of this equipment are the responsibility of the equipment owner and will not be paid for by Loftin Equipment.
8. Unless otherwise noted, the generator set uses integral isolation, and does not include steel spring isolators.
9. Vapor Gas Fuel System includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components. External fuel supply components are not included.
10. Protective relay calibration, settings, coordination study, 3rd party site testing, etc. are not part of this proposal unless specifically listed as included.
11. NETA acceptance testing, infrared scanning, harmonic content testing, insulation resistance testing, and/or ground fault testing is not included in our proposal and will need to be provided by others. Standard onsite testing at unity power factor will be provided



12. Kohler standard production tests consist of the following:

- | | |
|---|---|
| <ul style="list-style-type: none">• Warnings/Shutdowns test:
Emergency stop
Overcrank
Locked rotor
Overspeed (Not available on units with ECMs)
If applicable: overvoltage, pre-low oil pressure (PLOP), low oil pressure (LOP), pre-high engine temperature (PHET), high engine temperature (HET), low coolant level (LCL), low water temperature (LWT) | <ul style="list-style-type: none">• Electrical readings @ 0, 1/4, 1/2, 3/4, and full load
3-phase current Frequency Power factor• Mechanical readings
Oil pressure
Ambient air temperature
Coolant Temperature• 100% block load acceptance |
|---|---|

MISCELLANEOUS

- Equipment, and/or labor, and/or various items proposed are in accordance with Loftin Equipment Company's experienced interpretations of plans and specifications, within the limited time between request for bid and bid due date. Materials supplied under this proposal, which are commercially produced to typical industry standards, have been deemed in substantial compliance and therefore acceptable. Only the materials itemized on the above proposal will be supplied. Please verify all items, sizes and quantities listed on our proposal. Loftin Equipment Company is not responsible for omissions.
- In the event that a proposal is not accepted in its entirety, we reserve the right to decline any part or all of the order.
- Loftin Equipment Company's prices do not include any federal, state, or local taxes, use tax, property tax, TERP tax, or excise taxes. If any such taxes are imposed, the seller will invoice them to the buyer as a separate item. In lieu of such taxes, the purchaser must provide with each order, a tax exemption certificate acceptable to the proper taxing authorities, unless such certificate is already on file with Loftin Equipment Company. Loftin Equipment reserves the rights to update any sales tax exemption certificate as deemed necessary pursuant to the taxing authorities.
- It is the responsibility of the Contractor to notify Loftin Equipment at time of order of any specific time constraints involved in this project, and the specific impact of failure to meet that requirement. Lead times shown above are an estimate based on current production schedule and should be verified at time of order release. After an order has been placed with Kohler, an estimated ship date will be provided that is subject to change. Buyer will be notified if production schedule is altered and Loftin Equipment shall not be responsible for any ensuing liquidated damages, unless specifically agreed to in writing by an officer of Loftin Equipment Company.
- All stenographic, typographic, or clerical errors are subject to correction.
- ***THIS PROPOSAL IS VALID FOR FIFTEEN (15) DAYS. Due to market volatility, orders placed or released beyond fifteen (15) days from proposal date may require a revised proposal prior to order acceptance by Loftin Equipment Company.***

CANCELLATION OF ORDER

- Upon acceptance by Loftin Equipment Company and written release of order by Customer, this order will be entered for production and will not thereafter be subject to cancellation or deferment of delivery without Loftin Equipment Company's written consent. Any expense incurred by Loftin Equipment Company due to the cancellation of an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including attorney's fees.
- The following charges may be assessed for cancellation of any order:
 1. 15% of total order price if cancelled after we have provided submittals and prior to releasing for manufacture.
 2. 25% of total order price if cancelled after release to order.
 3. 100% of total order price if the equipment is already on order with the factory and in the Kohler frozen schedule.
 4. 100% of total order price if cancelled after the equipment has shipped from the manufacturing plant.

PAYMENT TERMS:

- All contracts will be reviewed for lien/bond rights prior to order of equipment.
- Customers must have an open, approved account with net 30-day terms with Loftin Equipment.
- Invoicing: a final invoice will be rendered at the time of shipment or offer to ship from the factory/plant.
- Invoices are due net 30 days from date of invoice.
- Other payment terms (i.e. discounts, pay when paid, pay if paid, etc.) can only be established by an Officer of Loftin Equipment and MUST be approved BEFORE placing the order.



ALTERNATE PAYMENT TERMS FOR THOSE CUSTOMERS/JOBES THAT DID NOT QUALIFY FOR NET 30 TERMS:

It may be determined by Credit the customer and/or the job did not qualify for open, Net 30 day terms. Following are alternate payment options.

- A down payment in the amount of 50% of the total purchase price to place the equipment on order. A Pro Forma invoice will be provided. Upon receipt of good funds (check, cashier's check, or ACH) the equipment will be placed on order.
- Additional 50% will be required when the equipment is ready to ship from the factory. A Pro Forma invoice will be provided and upon receipt of good funds (check, cashier's check, or ACH), the equipment will be delivered to the designated job site.

COLLECTION-LITIGATION COSTS:

The customer agrees to pay all costs and collection expenses, including attorney fees, if collection of the amounts due require the assistance of a collection agency or attorney. Accrued interest on late payments: 1.50% per month.

The Undersigned agrees and warrants they have read the foregoing and accept these Terms and Conditions:

Accepted By: _____

PRINT NAME

TITLE

Date: _____



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Approval of the Transmission Line Contribution Agreement between Northline Leander Development Company, LP (“NLDC”) and the City of Leander for NLDC’s participation in the cost of the reclaimed water service to the Northline PUD, in the amount of \$250,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On June 7, 2018, the City of Leander entered into a Development Agreement with AREA Leander 1, LP, predecessor-in-interest to Northline Leander Development Company, LP (“NLDC”), as the Developer of the Northline PUD; wherein, as agreement with the City, NLDC would install all water and wastewater infrastructure.

On April 1, 2021, following the boil water notice in July, 2020, the break in the BCRUA raw water line, and the loss of power to the Sandy Creek Water Treatment Plant during the February, 2021 ice storm, City staff determined that the City needed to advance the use of reclaimed water. As part of this effort, the City entered into an agreement with NLDC, as an amendment to the Northline PUD Development and Reimbursement Agreement (TIRZ Reimbursement Agreement), on August 5, 2021, to share in the cost of the new reclaimed water line from the RM 2243 Wastewater Treatment Plant to Northline, in the amount of \$250,000.00.

NLDC had already installed the infrastructure of reclaimed water pipe throughout the Northline development. To commit to this agreement, NLDC and the City have negotiated on the Transmission Line Contribution Agreement, which City Staff recommends approving.

RECOMMENDATION:

City Staff recommends approval of Transmission Line Contribution Agreement between Northline Leander Development Company, LP and the City of Leander; and authorize the City Manager to negotiate and execute any and all necessary documents.

PRESENTER:

Daniel Grimsbo, PE, Executive Director of Infrastructure

Fiscal Impact

<u>Amount requested:</u>	\$250,000 Pd by NLDC
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Paid by NLDC

Attachments

1. Northline & City of Leander Letter Agreement

Mr. Richard B. Beverlin, III
City Manager
February 7, 2023
Page 1



Alex Tynberg, Manager
Northline Leander Development Company, LP
2601 Wooldridge Drive
Austin, Texas 78703
(512) 496-5373
atynberg@tynberg.com

February 7, 2023

Mr. Richard B. Beverlin, III
City Manager
City of Leander
P.O. Box 319
Leander, Texas 78646-0319

Re: The Northline PUD, being 115.7076 acres of land described in Ordinance No. 18-042-00 approved by the City Council of the City of Leander, Texas, effective June 21, 2018, that created “The Northline Planned Unit Development” and as depicted on the Northline Preliminary Plat, as amended (18-TOD-PP-012)

Dear Mr. Beverlin:

This letter is to confirm the agreement between Northline Leander Development Company, LP (“**NLDC**”) and the City of Leander (the “**City**”) regarding NLDC’s participation in the cost of the transmission line necessary to extend reclaimed water service to The Northline PUD.

NLDC has installed reclaimed water lines within the initial portions of The Northline PUD to be developed in accordance with plans and specifications approved by the City and NLDC will install reclaimed water lines within the balance of The Northline PUD as it is developed. The City and NLDC acknowledge that it will be necessary for the City to construct a transmission line and related facilities to extend the reclaimed water system from the City’s wastewater plant and system to The Northline PUD (the “**Transmission Line**”). In the event that the City elects in its sole discretion to construct the Transmission Line, the City and NLDC confirm and agree that NLDC shall reimburse the City for the cost for the construction of such line and facilities up to, but not in excess of, the sum of \$250,000.00 (the “**Transmission Line Contribution**”). NLDC shall pay the Transmission Line Contribution within thirty (30) days of written request by the City.

NLDC, the City, the Board of the City of Leander Tax Increment Reinvestment Zone Number 1, and the Board of the Leander Development Authority are parties to that certain The Northline PUD Development and Reimbursement Agreement dated August 28, 2018, amended by the Amendment

Mr. Richard B. Beverlin, III
City Manager
February 7, 2023
Page 2

to The Northline PUD Development and Reimbursement Agreement dated effective August 5, 2021 (collectively referred to as the “**TIRZ Reimbursement Agreement**”). The TIRZ Reimbursement Agreement authorizes NLDC to receive TIRZ reimbursements for the installation of lines necessary for the distribution and transmission of reclaimed water within The Northline PUD at such time as the City determines to provide such reclaimed water service within the City. The City and NLDC confirm and agree that such reclaimed water lines and the Transmission Line Contribution are part of The Northline PUD Projects, as that term is defined in the TIRZ Reimbursement Agreement, the cost of which shall be eligible for reimbursement to Developer in accordance with the terms of the TIRZ Reimbursement Agreement.

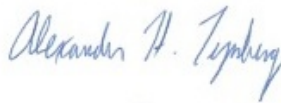
NLDC and the City are also parties to that certain Development Agreement for The Northline PUD dated June 7, 2018, between the City and AREA Leander 1, LP, NLDC’s predecessor-in-interest as the Developer of The Northline PUD (the “**Development Agreement**”). The Development Agreement authorizes NLDC to receive reimbursements for the installation of Water Improvements, Wastewater Improvements, and Developer Improvements. The City and NLDC confirm and agree that at such time as the City determines to provide reclaimed water service within the City, the cost of the reclaimed water lines installed within The Northline PUD and the Transmission Main Contribution are eligible for reimbursement to Developer in accordance with the terms of the Developer Agreement.

Sincerely,

NORTHLINE LEANDER DEVELOPMENT
COMPANY, LP, a Texas limited partnership

By: NLDC GP, LLC, a Texas limited liability
company, its general partner

By: Tynberg, LLC, a Texas limited liability
company, its manager



By: _____
Alex Tynberg, its manager

Mr. Richard B. Beverlin, III
City Manager
February 7, 2023
Page 3

CONFIRMED, APPROVED AND
AGREED

CITY OF LEANDER

By: _____
Richard B. Beverlin, III,
City Manager

APPROVED:

Paige Saenz, City Attorney



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Approval of Development Agreement Case DA-22-0031 regarding the Lenox Hill Townhouses Development Agreement on one (1) parcel of land approximately 16.427 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R514458; and commonly known as 14661 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

The purpose of this Development Agreement is to implement masonry standards associated with the project. This agreement will allow for the City to enforce the development standards set forth in the agreement through the building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439, adopted in the 86th Legislative Session, limits the ability of cities to enforce certain development standards governing building materials by ordinance.

This agreement requires that all structures are comprised of at least one hundred (100%) percent masonry. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit.

HISTORY/TIMELINE:

04/18/2019 - Zoning Approved

APPLICANT/AGENT:

Lenox Hill Owner, LLC

PRESENTER:

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

Attachments

1. Development Agreement
2. Location Exhibit

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE LENOX HILL TOWNHOMES**

This Development Agreement Establishing Development Standards for the **Lenox Hill Townhome** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Lenox Hill Owner, LLC, a Delaware Limited Liability Company** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 16.427 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for townhomes (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

- (a) Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least eight-five (85%) percent for first story walls and fifty (50%) percent for each additional story shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

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

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

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

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

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

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

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

Section 10. Force Majeure.

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

overcome such inability with all reasonable dispatch.

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Lenox Hill Owner, LLC
Attn: Chun Yi Huang
5430 LBJ Freeway #1050
Dallas, TX 75240
Dallas County

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

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

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully

severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

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

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

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

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

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

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

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term

“boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____
Name: Dara Crabtree
Title: City Secretary

By: _____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

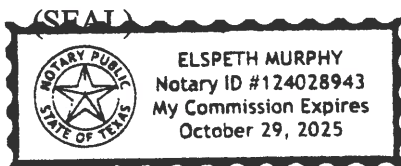
Notary Public, State of Texas

DEVELOPER:

By: _____
Name: Chun Yi Huang
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 25TH day of JAN, 2023, by CHUN YI HUANG, Vice President of Lenox Hill Owner LLC, a Delaware Limited Liability company, on behalf of said company.



Notary Public, State of Texas

EXHIBIT “A”

Description of Property

METES & BOUNDS LEGAL DESCRIPTION OF:

TRACT A - 16.427 ACRES

BEING A 16.427 ACRES (715,576 SQUARE FEET) TRACT OF LAND, SITUATED IN THE WALTER CAMPBELL SURVEY, ABSTRACT 3, IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS; BEING THE SAME TRACT OF LAND, CALLED 16.427 ACRES, DESCRIBED TO LENOX HILL OWNER LLC AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2022013155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "DIAMOND SURVEYING" FOUND IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RONALD W. REAGAN BOULEVARD AND THE NORTHWEST BOUNDARY LINE OF LOT 6, BLOCK A OF THE PARKER SQUARE SECTION ONE SUBDIVISION AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 2004063054 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR THE NORTHERLY EAST CORNER OF THIS TRACT; WHENCE A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "DIAMOND SURVEYING" FOUND FOR REFERENCE BEARS NORTH 69°41'05" EAST, A DISTANCE OF 7.06 FEET;

THENCE, ALONG THE NORTHERLY SOUTHEAST BOUNDARY LINE OF THIS TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 69°14'13" WEST, A DISTANCE OF 608.75 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "SA 518" FOUND AT THE WEST CORNER OF SAID LOT 6, BLOCK A AND THE NORTH CORNER OF A CALLED 23.343 ACRE TRACT OF LAND DESCRIBED TO HUNT CEDAR PARK LAND LLC AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2022028360 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR AN ANGLE CORNER OF THIS TRACT;
2. SOUTH 69°12'18" WEST, A DISTANCE OF 901.13 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WEST CORNER OF SAID 23.343 ACRE TRACT, FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, SOUTH 20°53'53" EAST, ALONG THE SOUTHWEST BOUNDARY LINE OF SAID 23.343 ACRE TRACT, A DISTANCE OF 191.04 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTH CORNER OF A CALLED 16.353 ACRE TRACT OF LAND DESCRIBED TO HUNT CEDAR PARK LAND LLC AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2022027993 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR THE SOUTHERLY EAST CORNER OF THIS TRACT;

THENCE, ALONG THE SOUTHERLY SOUTHEAST BOUNDARY LINE OF THIS TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 70°13'56" WEST, ALONG THE NORTHWEST BOUNDARY LINE OF SAID 16.353 ACRE TRACT, A DISTANCE OF 391.74 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTH CORNER OF A CALLED 14.649 ACRE TRACT OF LAND DESCRIBED TO HUNT CEDAR PARK LAND LLC AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2022027955 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AT THE WEST CORNER OF SAID 16.353 ACRE TRACT, FOR AN ANGLE CORNER OF THIS TRACT;
2. SOUTH 70°29'53" WEST, ALONG THE NORTHWEST BOUNDARY LINE OF SAID 14.649 ACRE TRACT, A DISTANCE OF 157.81 FEET TO A 1/2 INCH IRON ROD FOUND AT THE COMMON SOUTHEAST CORNER OF LOT 11 AND LOT 12, BLOCK F OF THE LAKEWOOD COUNTRY ESTATES SUBDIVISION AS SHOWN ON PLAT RECORDED IN CABINET "C", SLIDES 295-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR THE SOUTH CORNER OF THIS TRACT;

THENCE, ALONG THE A NORTHEAST BOUNDARY LINE OF SAID LOT 12 OF THE LAKEWOOD COUNTRY ESTATES SUBDIVISION, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 20°48'12" WEST, A DISTANCE OF 180.81 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET FOR AN ANGLE CORNER OF THIS TRACT;
2. NORTH 20°53'38" WEST, A DISTANCE OF 297.60 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "BASELINE INC" FOUND AT THE SOUTH CORNER OF A CALLED 9.977 ACRE TRACT OF LAND DESCRIBED TO CREEK EDGE HOMES LLC AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2021149819 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR THE WEST CORNER OF THIS TRACT;

THENCE, NORTH 69°12'56" EAST, ALONG THE SOUTHEAST BOUNDARY LINE OF SAID 9.977 ACRE TRACT, A DISTANCE OF 2059.55 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "BASELINE INC" FOUND AT A POINT OF CURVATURE IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RONALD W. REAGAN BOULEVARD AND AT THE EAST CORNER OF SAID 9.977 ACRE TRACT, FOR THE NORTH CORNER OF THIS TRACT;

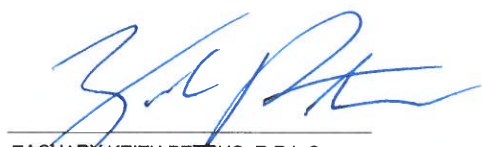
THENCE, IN A SOUTHEASTERLY DIRECTION, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RONALD W. REAGAN BOULEVARD, AND A NON-TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 1°00'12", A RADIUS OF 17011.73 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 20°47'23" EAST, 297.91 FEET, AND A TOTAL ARC LENGTH OF 297.91 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 16.427 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS, AND COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (TEXAS STATE PLANE FIPS 4203) GRID, AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

A BOUNDARY EXHIBIT WAS CREATED IN CONJUNCTION WITH THIS METES & BOUNDS LEGAL DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS BOUNDARY SURVEY.



ZACHARY KEITH PETRUS, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



METES & BOUNDS LEGAL DESCRIPTION FOR
TRACT A
16.427 ACRES
BEING OUT OF THE
WALTER CAMPBELL SURVEY, ABSTRACT 3
CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

Kimley»Horn

10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771
TBPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	ZKP	1/27/2023	069293601	1 OF 2

LINE TABLE		
NO.	BEARING	LENGTH
L1	S69°14'13"W	608.75'
L2	S69°12'18"W	901.13'
L3	S20°53'53"E	191.04'
L4	S70°13'56"W	391.74'
L5	S70°29'53"W	157.81'
L6	N20°48'12"W	180.81'
L7	N20°53'38"W	297.60'
L8	N69°12'56"E	2059.55'
L9	N69°41'05"E	7.06'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°00'12"	17011.73'	297.91'	S20°47'23"E	297.91'

LEGEND:

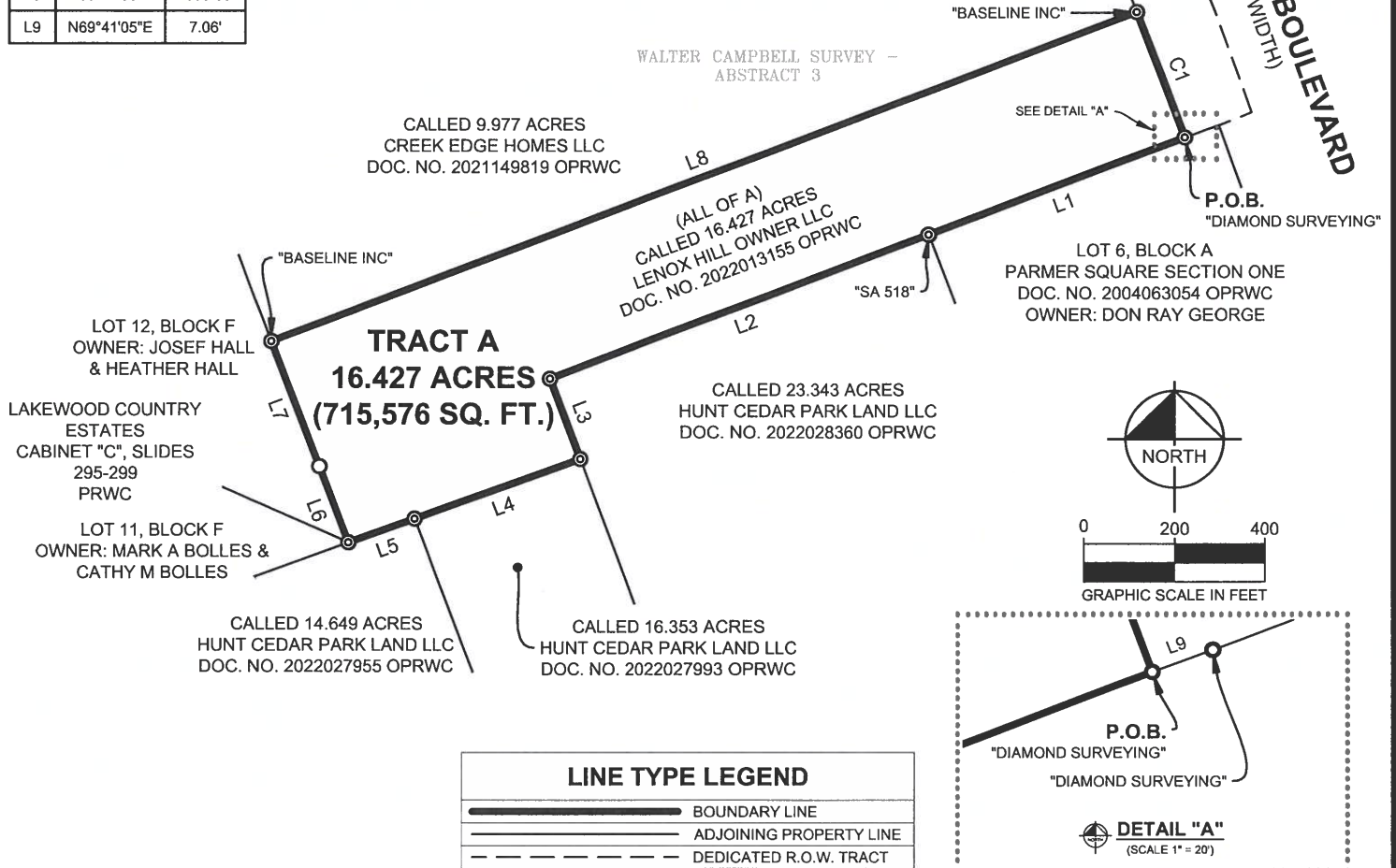
P.O.B. = POINT OF BEGINNING

⊙ = 1/2" IRON ROD FOUND (UNLESS NOTED)

○ = 1/2" IRON ROD SET W/ CAP "KHA"

OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY

PRWC = PLAT RECORDS WILLIAMSON COUNTY



SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS, AND COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (TEXAS STATE PLANE FIPS 4203) GRID, AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SURVEY AND DOES NOT REFLECT THE LOCATION OF ANY EXISTING EASEMENTS. THIS IS NOT A LAND TITLE SURVEY.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS BOUNDARY SURVEY.

BOUNDARY EXHIBIT OF

TRACT A

16.427 ACRES

BEING OUT OF THE

**WALTER CAMPBELL SURVEY, ABSTRACT 3
CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS**

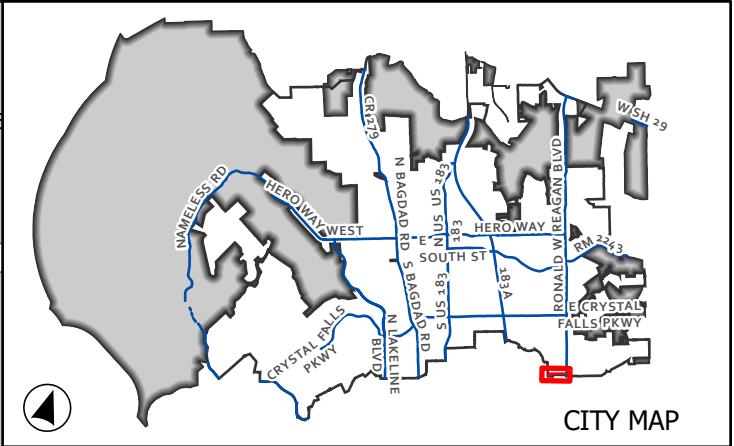
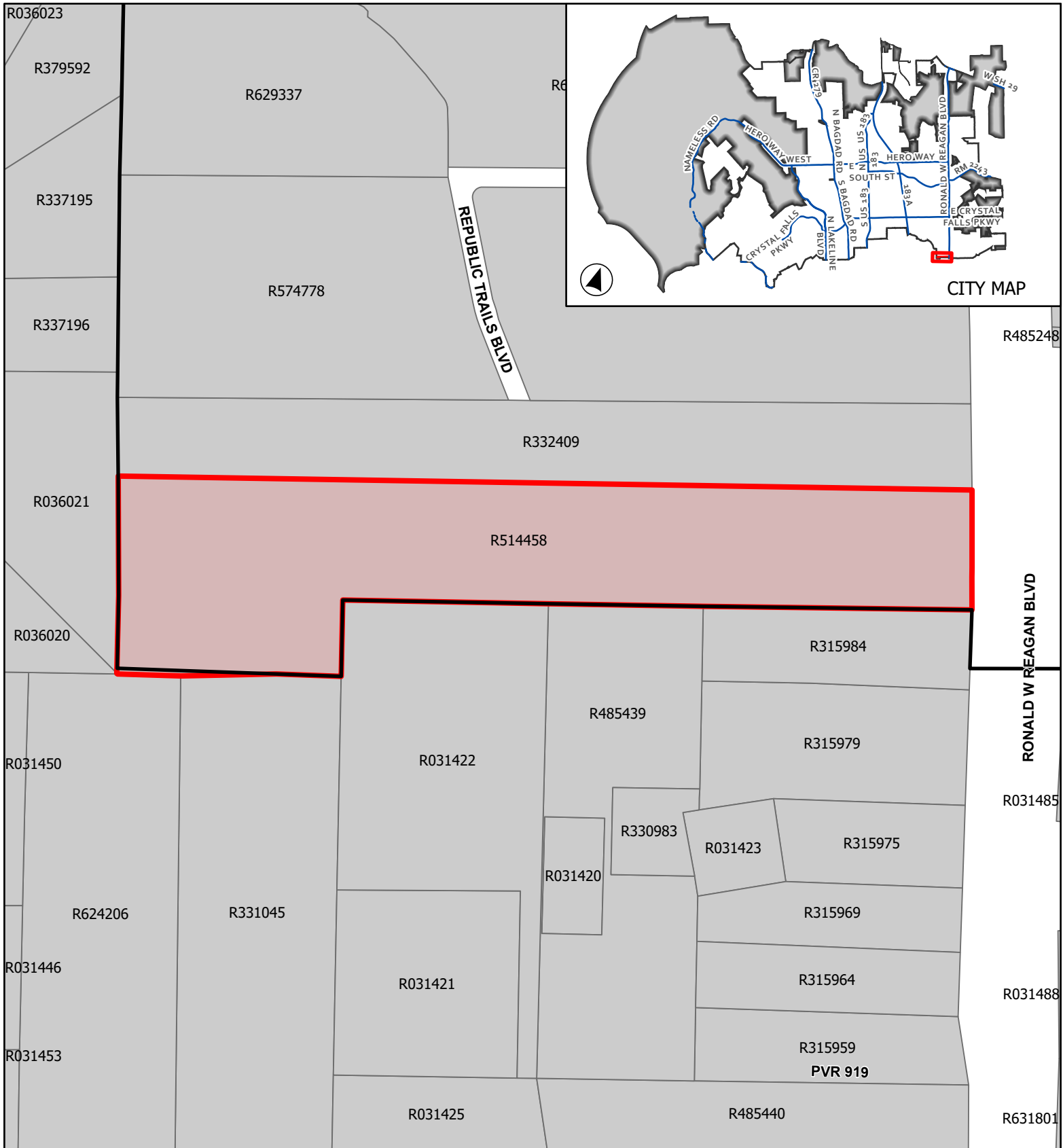
ZACHARY KEITH PETRUS, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



Kimley»Horn

10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771
TBPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

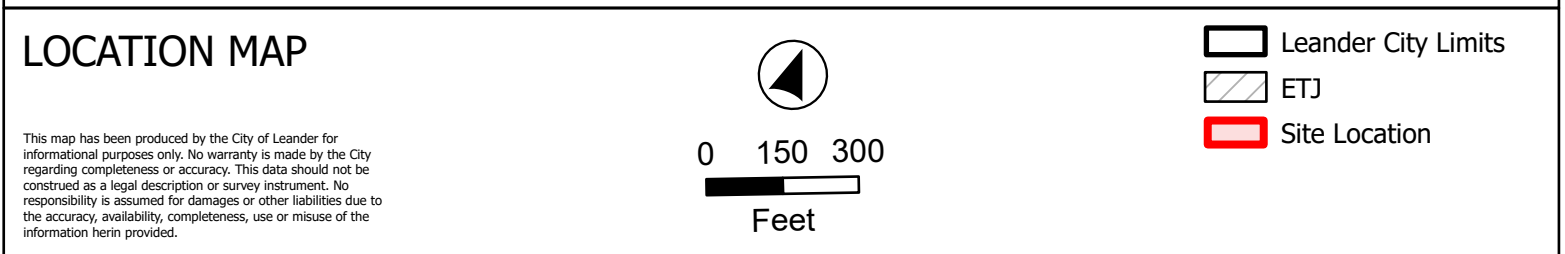
SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 400'	RPP	ZKP	1/27/2023	069293601	2 OF 2



CASE: DA-22-0031

ATTACHMENT 2

LENOX HILL
TOWNHOMES





EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Approval of rescheduling the 2nd Reading of an Ordinance to March 16, 2023, relating to the Bar W Ranch East Annexation Case A-22-0006 regarding the voluntary annexation of 51.426 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

A resolution was adopted on November 17, 2022 and commenced the voluntary annexation of 51.426 acres $\pm$ as described above. The resolution set the public hearing for January 5, 2023 and the readings of the ordinance for January 5, 2023 and January 19, 2023. Due to a delay in the zoning case, the second reading will be rescheduled to March 16, 2023.

This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes. This annexation will be paired with a zoning application that will run concurrently with the annexation. Approval of this item does not approve the annexation or the zoning.

The proposed public hearing zoning case was rescheduled to March 2, 2023. Updating the annexation date will allow for both the annexation and zoning to be heard during the same meeting.

HISTORY/TIMELINE:

11/17/2022 - Resolution Adopted
01/05/2023 - Public Hearing & 1st Reading of the Ordinance
01/16/2023 - Postponed to 02/16/2023

APPLICANT/AGENT:

Jewels Cain (Armbrust & Brown, PLLC) on behalf of Howard Barkley Wedemeyer

PRESENTER:

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

Attachments

1. Postponement Request

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

Jewels Cain
(512) 435-2318
jcain@abaustin.com

January 27, 2023

Robin M. Griffin, AICP
Planning Director
City of Leander
201 N. Brushy Street
Leander, TX 78646

Re: Postponement Request for Annexation Case A-22-0006 - 51.426 acre tract out of
and a part of the Greenleaf Fisk Survey, Abstract Number 5, in Leander,
Williamson County, Texas, 78642, also known as WCAD Parcel No. R021711
(the "Application")

Dear Ms. Griffin:

This letter is submitted to request a postponement for the annexation request Application at the City Council meeting on February 16, 2023 to March 16, 2023. The postponement will allow for approval of the annexation request to run concurrent with approval of the zoning request (Case Z-22-0021).

Thank you in advance for your time and consideration of this annexation request. If you have any questions or need additional information, please do not hesitate to contact me at (512) 435-2318.

Respectfully,
ARMBRUST & BROWN, PLLC



Jewels Cain
Land Development Consultant

cc: Howard Barkley Wedemeyer
Pat Oles, Barshop & Oles Company
David Armbrust, Armbrust & Brown, PLLC

{W1205677.1}

A handwritten signature in cursive script that reads "Jewels Cain".

____ Date: 1-27-2023

AGREED AND ACCEPTED

Jewels Cain



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Approval of Change Order No. 3 to the contract with Tyler Technologies for EnerGov permitting software, aka Development Hub, providing for additional users in the amount of \$2,088.00 for a new contract total of \$191,253.00; and authorize the City Manager to negotiate and execute any and all necessary documents.

BACKGROUND:

The City launched the Development Hub in October and also received the Berry Dunn Report evaluating the Development Process. In this report, Berry Dunn suggested that the City add the Construction Inspectors to the system. This amendment to the contract would allow for additional read only accounts for reporting.

Original Contract : \$117,061 includes forty-three (43) users
Change Order No. 1: \$45,770 includes twenty (20) users
Change Order No. 2 : \$26,334 includes ten (10) users and seven (7) read only users
Change Order No. 3: \$2,088 includes six (6) read only users

HISTORY/TIMELINE:

08/19/2020 - Original Approval
05/13/2022 - Change Order No. 1
11/17/2022 - Change Order No. 2

APPLICANT/AGENT:

City of Leander

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	\$26,334.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments

1. Original Agreement
2. Change Order No. 1
3. Change Order No. 2
4. Change Order No. 3



Quoted By: Craig J. Dixon
Date: 8/4/2020
Quote Expiration: 9/30/2020
Quote Name: City of Leander-EG-CD
Quote Number: 2020-103540
Quote Description: Tyler EnerGov CD, City of Leander TX, SaaS

Sales Quotation For

City of Leander
PO Box 319
Leander, TX 78646-0319
Phone +1 (512) 528-2700

EnerGov SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Core Software:				
EnerGov Community Development Suite	5	\$187.00	43	\$96,492.00
Extensions:				
EnerGov Adv Server Extensions Bundle	5	\$599.00	Site License	\$7,184.00
EnerGov Citizen Self Service - Community Development	5	\$801.00	Site License	\$9,615.00
EnerGov e-Reviews	5	\$921.00	Site License	\$11,052.00
EnerGov IG Workforce Apps	5	\$55.00	10	\$6,600.00
EnerGov My GovPay	5	\$0.00	1	\$0.00
Tyler 311	5	\$253.00	Site License	\$3,040.00
Tyler Cashiering for EnerGov	5	\$0.00	Site License	\$0.00
Tyler GIS	5	\$19.00	43	\$9,804.00
Sub-Total:				\$143,787.00
Less Discount:				\$26,726.00
TOTAL:				\$117,061.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Configuration Services	630	\$185.00	\$116,550.00	\$0.00
Tyler Content Manager Services	24	\$185.00	\$4,440.00	\$0.00
Letters and Forms Development (5 pack)	1	\$6,250.00	\$6,250.00	\$0.00
Prerequisite Training Courses			\$270.00	\$0.00
Project Management Services	180	\$185.00	\$33,300.00	\$0.00
Training & Production Support Services	96	\$185.00	\$17,760.00	\$0.00
TOTAL:			\$178,570.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$117,061.00
Total Tyler Services	\$178,570.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$178,570.00	\$117,061.00
Contract Total	\$763,875.00	
Estimated Travel Expenses	\$15,300.00	

Optional EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
MyCivic Bundle (Limited Use)	\$276.00	Site License	\$3,316.00
TOTAL:			\$3,316.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O. #:	_____
All primary values quoted in US Dollars			

Comments

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

EnerGov monthly fees are rounded, excluding cents.

End user has unlimited access to courses prior to end user training. The end user prerequisite service allows end users to take up to 11 foundational courses (where they get assessed a score) prior to our trainers arriving onsite. This allows for an overall more efficient training and cost effective training experience and a reduction of estimated 20-25% of actual required end users training hours/resources.

EnerGov SaaS includes up to 500GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$3,000 per TB.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

EnerGov Implementation:

Rapid Deployment (RDP) methodology using EnerGov's BMT (Best Management Templates) pre-configured database.

Full data conversion. Client may elect to extract and populate SQL conversion database (DCT-DB) for electronic data conversion and documents from MyPermitNow. Incode Building Permits data conversion also included. Waiving data conversion fees for signing by 8/31/20.



Quoted By:
Quote Expiration:
Quote Name:

Craig Dixon
6/30/22
Tyler EPL additional users, Leander
TX, SaaS

Sales Quotation For:

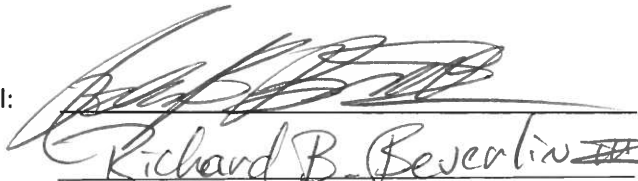
City of Leander
PO Box 319
Leander TX 78646-0319
Phone: +1 (512) 528-2700

Tyler SaaS - SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Community Development Suite - Per User		\$ 187	20	\$ 44,820
Enterprise Permitting & Licensing Extensions				
Workforce Mobile		\$ 54	10	\$ 6,500
Tyler Software				
GIS		\$ 19	20	\$ 4,500
Sub-Total:				\$ 55,820
<u>Less Discount</u>				<u>\$ 10,050</u>
TOTAL		5		\$ 45,770

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 45,770
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 45,770
Contract Total	\$ 228,850	

Customer Approval:


Richard B. Beverlin

Date:

05/27/22

Print Name:

P.O.#:

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and

Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Tyler agrees to prorate this annual amount by months from the contract signing until the next annual bill for the originally contracted amount for Tyler EnerGov EPL. The monthly amount will be \$3,814.17 (\$45,770/12).

A handwritten signature in black ink, appearing to be 'J. B. [unclear]', is written over the underlined amount in the previous paragraph.



Quoted By:
Quote Expiration:
Quote Name:

Craig Dixon
11/18/22
Tyler EPL additional users, Leander
TX 11-4-22

Sales Quotation For:

City of Leander
PO Box 319
Leander TX 78646-0319
Phone: +1 (512) 528-2700

Tyler SaaS - SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Community Development Suite - Per User		\$ 187	10	\$ 22,410
Enterprise Permitting & Licensing View Only Licenses (All Suites)		\$ 32	7	\$ 2,695
Enterprise Permitting & Licensing Extensions				
Workforce Mobile		\$ 54	6	\$ 3,900
Tyler Software				
GIS		\$ 19	17	\$ 3,910
Sub-Total:				\$ 32,915
<u>Less Discount</u>				<u>\$ 6,581</u>
TOTAL		5		\$ 26,334

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 26,334
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 26,334
Contract Total	\$ 131,670	

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

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- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.



Quoted By:
Quote Expiration:
Quote Name:

Ally Maddox
7/17/23

Sales Quotation For:

City of Leander
PO Box 319
Leander TX 78646-0319
Phone: +1 (512) 528-2700

Tyler SaaS - SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Enterprise Permitting & Licensing View Only Licenses (All Suites)		\$ 29	6	\$ 2,088
TOTAL	1			\$ 2,088

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 2,088
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	0	\$ 2,088
Contract Total	\$ 2,088	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case SFP-21-0006, B Twisted short form final plat, more particularly described by Williamson Central Appraisal District Parcel R605507, generally located approximately three thousand (3,000') feet to the west of intersection of Bagdad Road and County Road 281, on the south side of County Road 281, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the B Twisted short form final plat. Article II, Section 24 (g) includes the following provisions.

g. Application Expiration.

1. The Final Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
2. The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

HISTORY/TIMELINE:

02/28/2022 - Final Plat Application Expired
08/28/2022 - Final Plat Application Staff Extension Expired
02/28/2023 - City Council Extension Expired

APPLICANT/AGENT:

Southwest Land Services, Inc

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to August 20, 2023 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

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

Attachments

1. Extension Request

2. Location Exhibit

3. Ordinance

SOUTHWEST
LAND SERVICES, INC.

January 16, 2023

City of Leander
Robin Griffin, AICP
Director of Development Services
201 N. Brushy Street
Leander, Texas 78641

RE: Request for Extension
B-Twisted Final Plat application
21-SFP-006

Ms. Griffin:

Please accept this letter on behalf of the Owners of the referenced tract as a request for an extension to referenced Final Plat application currently in process. The Owners are still working through the requirement for Voluntary Annexation as specified in the latest City's review comments.

Attached is a check in the amount of Two-Hundred dollars (\$200.00), the associated fee for the extension as relayed by your staff.

Thank you for the consideration. We hope to wrap up the platting process soon.

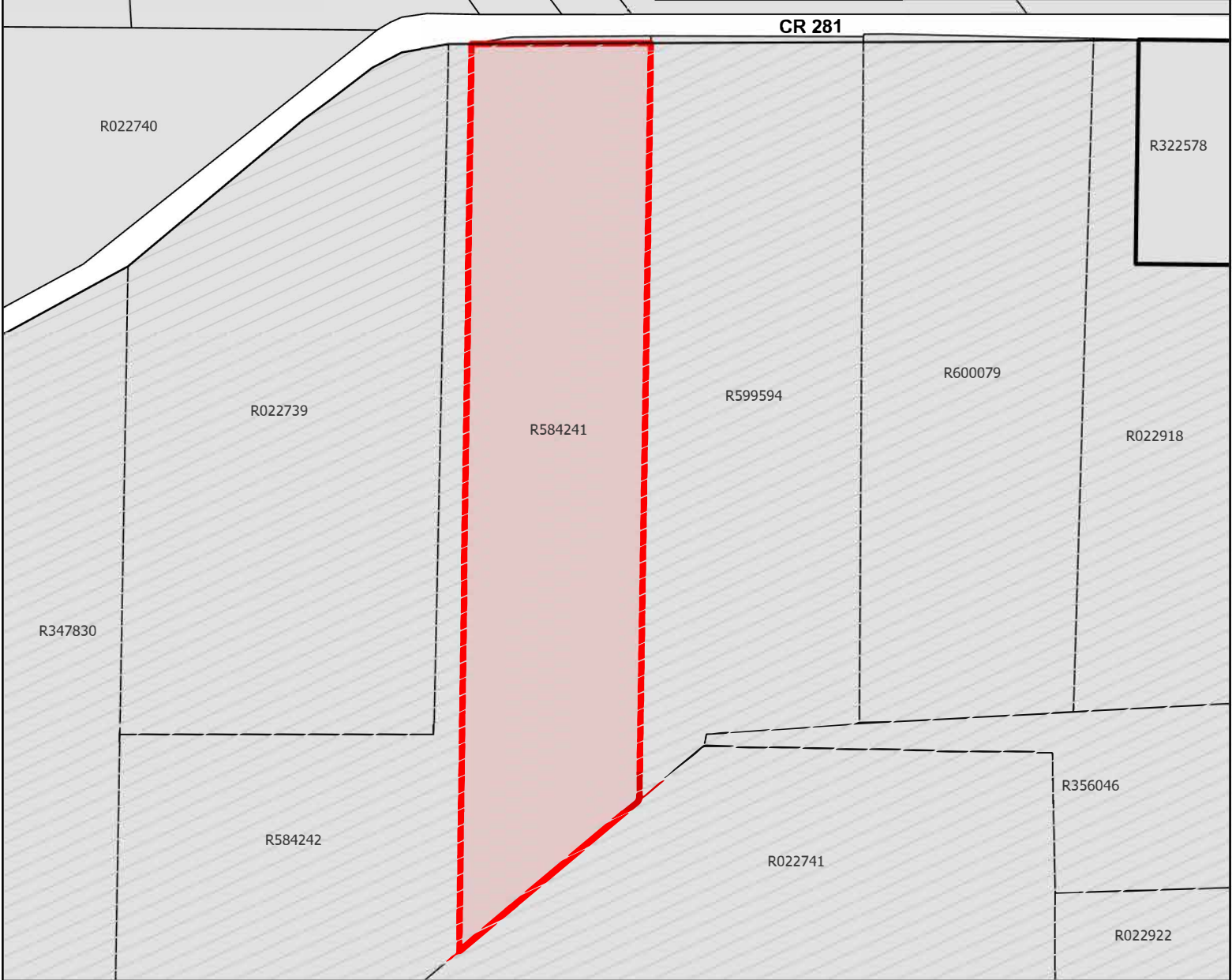
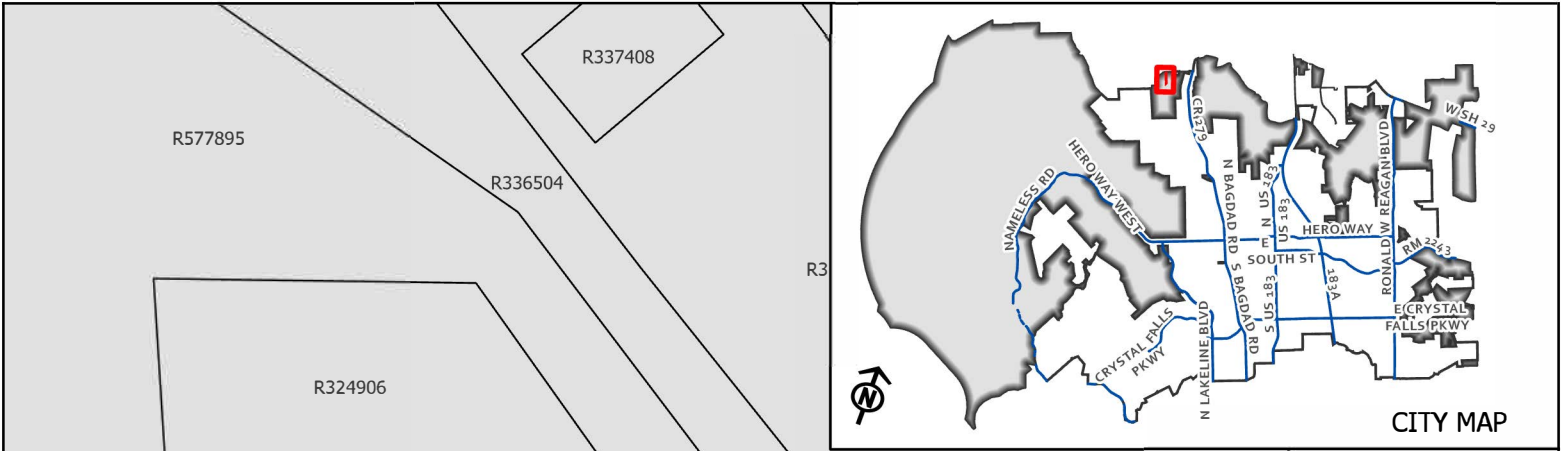
Respectfully,



David Singleton
Authorized Representative

cc: Craig Beaver, B-Twisted, LLC
Jennifer Windom Singleton, Southwest Land Services, Inc.

Delivery address: 300 CR 269 Leander Texas 78641
Mailing address: P.O. Box 984 Leander Texas 78646-0984
facsimile 512.259.9400 512.259.9000



CASE: SFP-21-0006 ATTACHMENT #2 B TWISTED

Location Map

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

- Subject Area
- Leander City Limits
- ETJ

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
SHORT FORM FINAL PLAT APPLICATION FOR THE B
TWISTED SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the short form final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the B Twisted short form final plat application (the "Final Plat Application") which expires on or about August 28, 2022;

WHEREAS, the City Council Department granted one six (6) month extension for the B Twisted short form final plat application which expires on or about February 28, 2023;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

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

SECTION 1. Findings of Fact. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the short form final plat application to August 28, 2023. In the event that the short form final plat Application is not approved by the Planning and Zoning Commission on or before August 28, 2023, the short form final plat application shall expire.

SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 16th day of February, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case PP-21-0007 Hawkes Landing North Phase 1 preliminary plat; more particularly described by Williamson Central Appraisal District Parcel R616492; generally located to the west of the intersection Bagdad Road and Halsey Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Hawkes Landing North Phase 1 preliminary plat. Article II, Section 22 (h) includes the following provisions:

h. Application Expiration.

1. The Preliminary Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the preliminary plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
2. The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the Preliminary Plat. Substantial progress shall consist of, at a minimum, a resubmission of the Preliminary Plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

After expiration of an application, any new Preliminary Plat application will be required to be re-submitted as a new application including re-paying all the fees associated with this process.

HISTORY/TIMELINE:

12/03/2020 - Concept Plan Approved

03/25/2022 - Preliminary Plat Application Expired

09/25/2022 - Preliminary Plat Application Staff Extension Expired

APPLICANT/AGENT:

Pape-Dawson Engineers

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The preliminary plat application expires nine (9) months after the first review comment letter for the preliminary plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension from the March expiration. Approving this extension would grant an extension to September 25, 2023 and will allow the developer to finalize the preliminary plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

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

1. Ordinance
2. Location Exhibit
3. Extension Request

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
PRELIMINARY PLAT APPLICATION FOR THE HAWKES
LANDING NORTH PHASE 1 SUBDIVISION.**

WHEREAS, Section 22 (h) (1) of the City's Subdivision Ordinance provides that the preliminary plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the preliminary plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 22 (h) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the preliminary plat;

WHEREAS, the Planning Department granted one six (6) month extension for the Hawkes Landing North Phase 1 preliminary plat application (the "Preliminary Plat Application") which expires on or about September 25, 2022;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Preliminary Plat Application because the applicant is actively working to address the preliminary plat comments and move forward with preliminary plat within a reasonable timeframe;

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

SECTION 1. Findings of Fact. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Preliminary Plat Application to September 25, 2023. In the event that the Preliminary Plat Application is not approved by the Planning and Zoning Commission on or before September 25, 2023, the Preliminary Plat Application shall expire.

SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that

public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

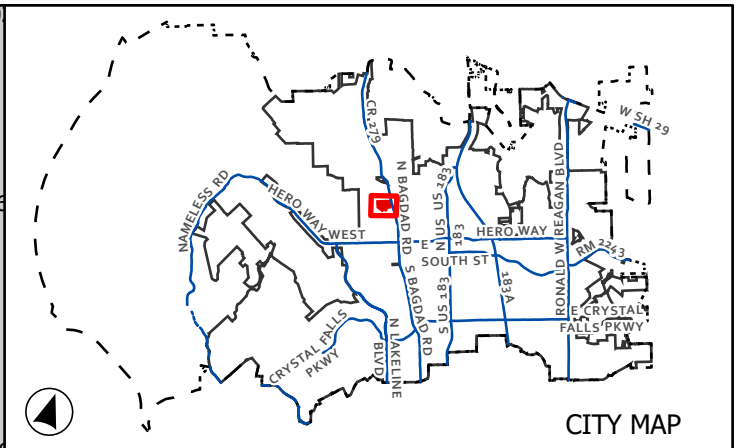
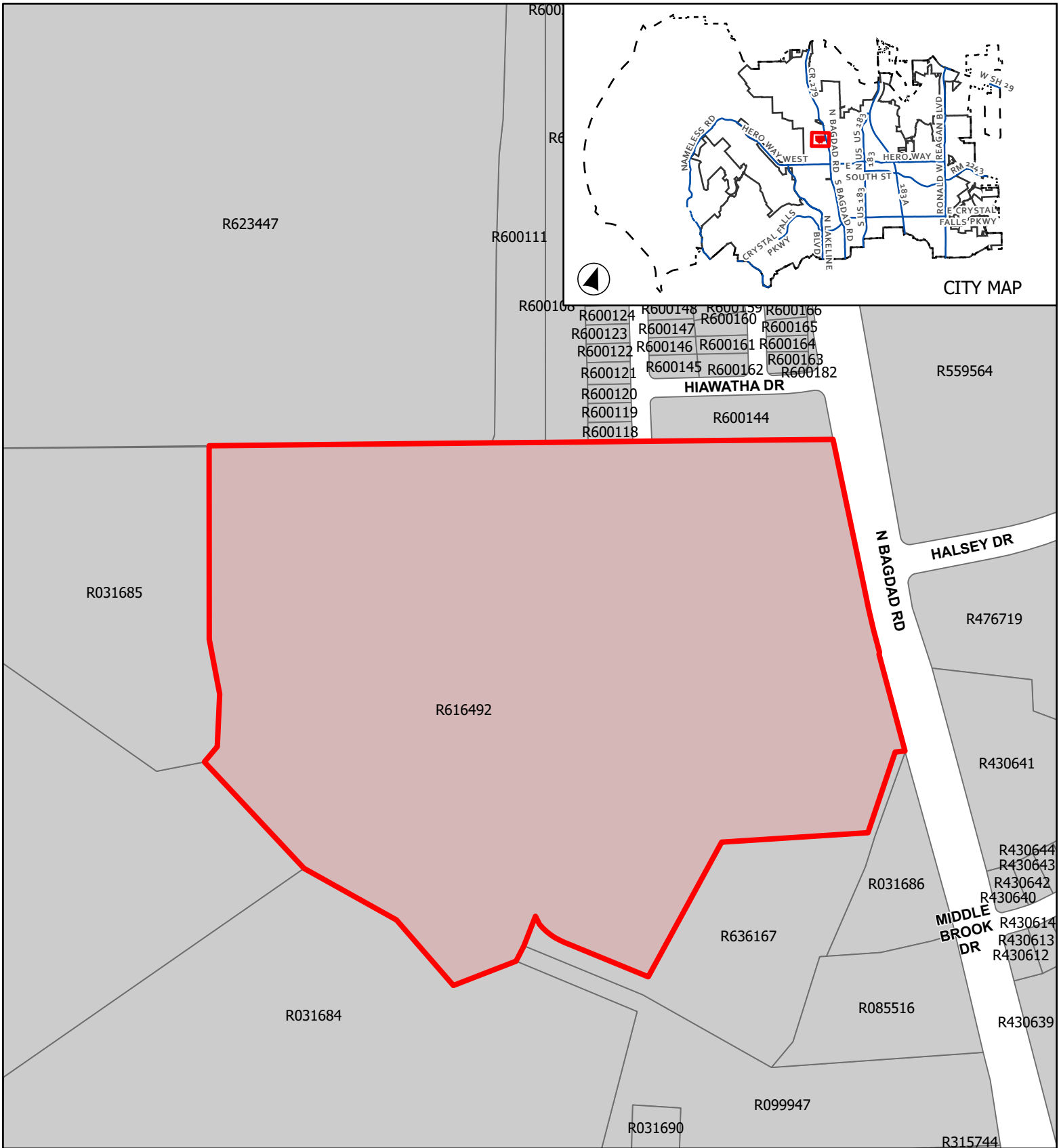
PASSED AND APPROVED on this the 16th day of February, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



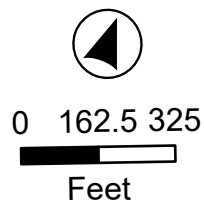
CASE: PP-21-0007

ATTACHMENT 2

HAWKES LANDING NORTH
PH 1 PRELIMINARY PLAT
EXTENSION

Location Map

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



- City Limits
- Subject Boundary
- ETJ Boundary

February 6, 2023

City of Leander
City Council
201 North Brushy Street
Leander, Texas 78646-0319

RE: Hawkes Landing North Phase 1 Preliminary Plat (21-PP-007)
Expiration Extension Request Letter

Dear Council:

The Hawkes Landing North Phase 1 Preliminary Plat (21-PP-007) received initial comments from the City of Leander on October 12th, 2021 with an expiration date of January 25th, 2023.

Due to plan changes required to accommodate the KFA Floodplain, we request a six-month extension on the Hawkes Landing North, Phase 1 Preliminary Plat expiration date to July 25th, 2023.

Please let me know if you have any additional questions or comments.

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



Aimee Chavez, P.E.
Senior Project Manager

H:\Projects\511\67\01\212 Phase 7 Preliminary\Documents\Plan Processing\City\Submittal #8\230206 Hawkes Landing North Phase 1 Preliminary Plat - Extension Letter.doc



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Approval of a Second Reading of an Ordinance regarding Zoning Case Z-22-0018 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Winding Oak PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) and Subdivision Case CP-22-0010 to adopt the Winding Oak Concept Plan, and approval of Development Agreement Case DA-22-0017 on one (1) parcel of land approximately 4.6 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R432300; and commonly known as 100 Winding Oak Drive, Williamson County, Texas.

BACKGROUND:

This request is the second step in the zoning process and the first step in the subdivision process. In an effort to reduce short and long term water system demands, following a 308% increase in population from 2010 to 2022 a resolution was adopted by City Council on October 20, 2022 to limit consideration of zoning request that seek to increase residential density. Based on this resolution, staff recommends denial of the request. This request includes the addition of seventy (70) townhouse units at a density of approximately nine and a half (9.5) units per acre. Staff would support the request if the density were reduced in compliance with the resolution.

The Planning & Zoning Commission unanimously recommended denial of the request during the January 12, 2023 meeting. After the Commission meeting, the request has been updated to only include the commercial portion of the PUD. The City Council supported this amendment.

HISTORY/TIMELINE:

01/12/2023 - Planning & Zoning Commission, 1st Public Hearing

02/02/2023 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

SEC Planning LLC (Mark Baker) on behalf of Zoomers Investment Group, LLC (Ashok Gudi)

RECOMMENDATION:

The City Council approved the request to amend the PUD to only include the commercial portion during the February 2, 2023.

PRESENTER:

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

Attachments

1. Updated Planning Analysis
2. Current Zoning
3. Future Land Use Map
4. Public Notification Map
5. Proposed Zoning
6. Aerial Map
7. PUD Notes Updated
8. Letter of Intent

9. Neighborhood Outreach
10. Proposed Zoning Updated
11. Ordinance
12. Masonry Development Agreement



PLANNING ANALYSIS - **UPDATED**

ZONING CASE Z-22-0018
WINDING OAK PUD

GENERAL INFORMATION

Owner/Agent:	SEC Planning LLC (Mark Baker) on behalf of Zoomers Investment Group, LLC (Ashok Gudi).
Current Zoning:	Interim SFR-1-B (Single-Family Rural)
Proposed Zoning:	Winding Oak PUD (Planned Unit Development) with the following base district: GC-2-A (General Commercial)
Size and Location:	The property is located 100 Winding Oak Drive, Williamson County, Texas, including approximately 12 acres.
Staff Contact:	Michael Chenausky AICP Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop commercial along Hero Way with single-family townhouses buffering the commercial and larger lot subdivision to the north. This request includes the concept plan for the property which is the first step in the subdivision process. The request was amended in response to the water resolution after the first public hearing. The request now only includes the commercial portion of the development.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

This request was amended to remove the proposed residential zoning after the Planning & Zoning Commission Meeting.

SITE INFORMATION:**ABUTTING ZONING AND LAND USE:**

	ZONING	LAND USE
NORTH	Palmera Ridge PUD (SFC, SFU, SFS)	Single-Family Subdivision
EAST	Interim SFR	Large lot residential
SOUTH	GC-2-B	Undeveloped commercial
WEST	Interim SFR	Large lot residential

SURROUNDING AREA:

This property is located on the north side of Hero Way, and west of Ronald W. Reagan Blvd. The property is surrounded by a mix of commercial and interim residential districts. The northern portion of the property is adjacent to the Palmera Ridge subdivision.

PHYSICAL AND NATURAL FEATURES:

This property contains minimal tree cover and is subject to the City's tree mitigation requirements.

PROPERTY HISTORY:

The front portion of the property off Hero Way was annexed 01/20/2016 and the back portion later annexed 5/04/2016 into the City of Leander.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- No prior zoning cases.

MAJOR CORRIDORS:

This property has access onto Hero Way.

TRANSPORTATION PLAN REQUIREMENTS:

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Hero Way	Arterial	Commercial Corridor	400' ROW 10' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No prior subdivision cases

EXISTING UTILITIES:

This property has access to water to the north and wastewater to the north or along Hero Way.

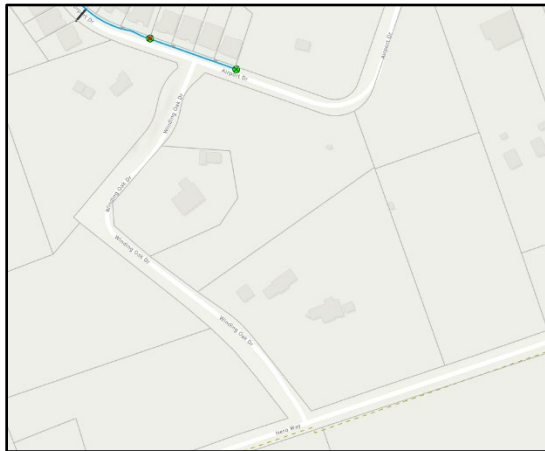


Figure 2 Waterline

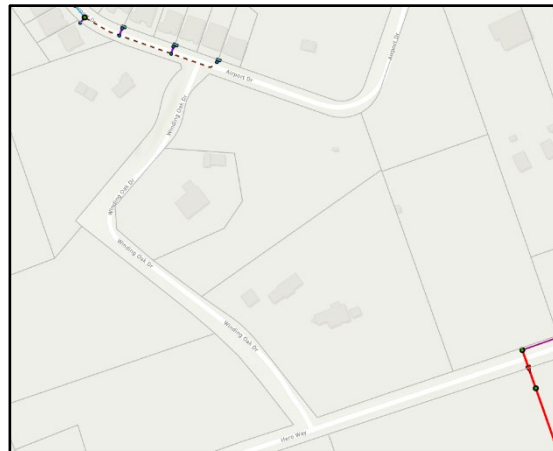


Figure 1 Wastewater line

CURRENT LAND USES:

This property is currently has residential buildings.

PROPOSED ZONING DISTRICT:
USE COMPONENT**GC – GENERAL COMMERCIAL:**

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

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

SITE COMPONENT**TYPE 2:**

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

Intent:

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

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

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

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

Applicable Future Land Use categories

ACTIVITY CENTER

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

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

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

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 01/24/2022. The following changes were made to the project since the development meeting was held:

- No significant changes.

The following ordinance changes occurred following the development meeting which may have impacted this project.

- The Water Resolution 22-031-00 and was approved on 10/20/2022

NOTIFICATION

12/22/2022 - Public Notice on Hill Country News
 12/28/2022 - Mail Notification to Property Owners within 200'
 12/28/2022 - Public Hearing Signage Posted on Property
 01/12/2023 - Planning and Zoning Commission Public Hearing
 02/02/2023 - City Council Public Hearing & First Reading of the Ordinance
 02/16/2023 - 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. Any Homeowner's Association located within 500' were also contacted.

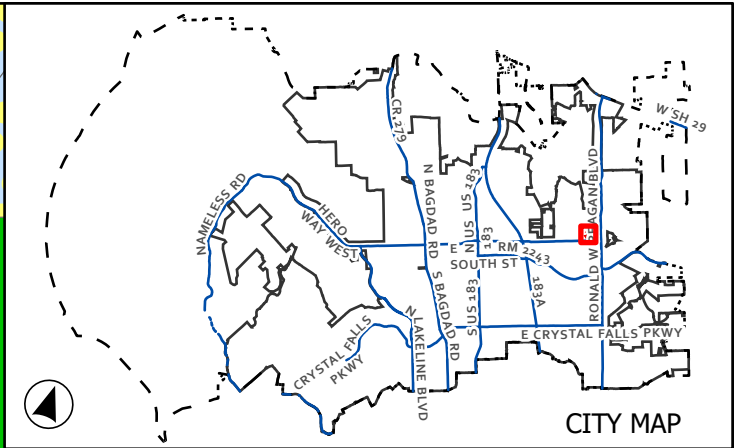
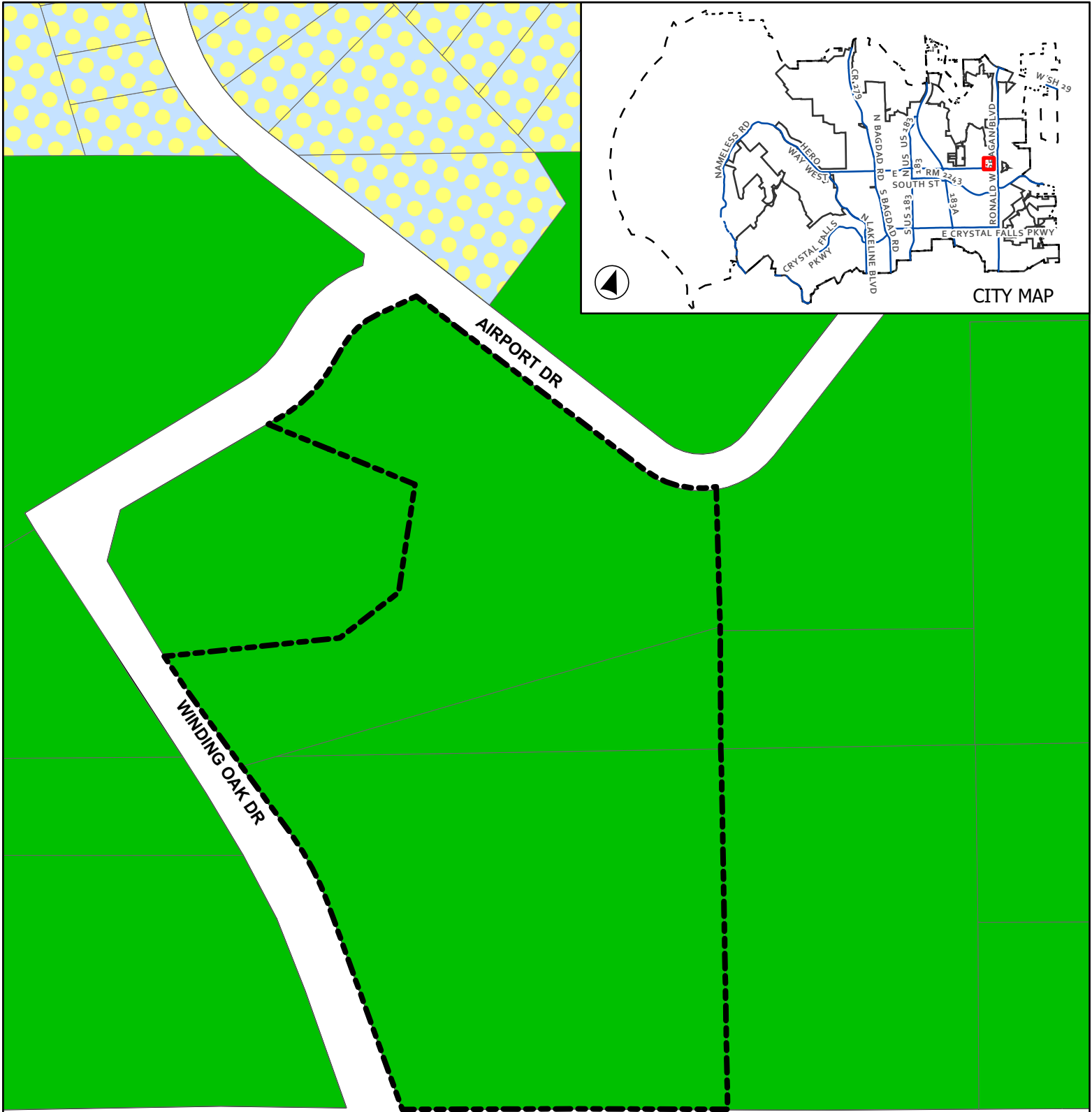
Letters were sent to property owners and HOAs within 500 ft. Please see attachment 9 for more detail.

APPROVAL CRITERIA:

Staff recommends approval of the amended zoning request. This property is located in an Activity Center which supports the commercial base zoning district. Currently this Activity Center includes 14% residential with roughly 46% as Interim Single-Family Rural which is subject to change.

The PUD includes the following prohibited commercial uses include:

- a. Outdoor animal boarding
- b. Manufactured housing sales
- c. Commercial parking lot
- d. Funeral Home
- e. Passenger Terminal
- f. Vehicle Sales, Rental, Repair
- g. Pawn Shop
- h. Mini Storage
- i. Warehouse



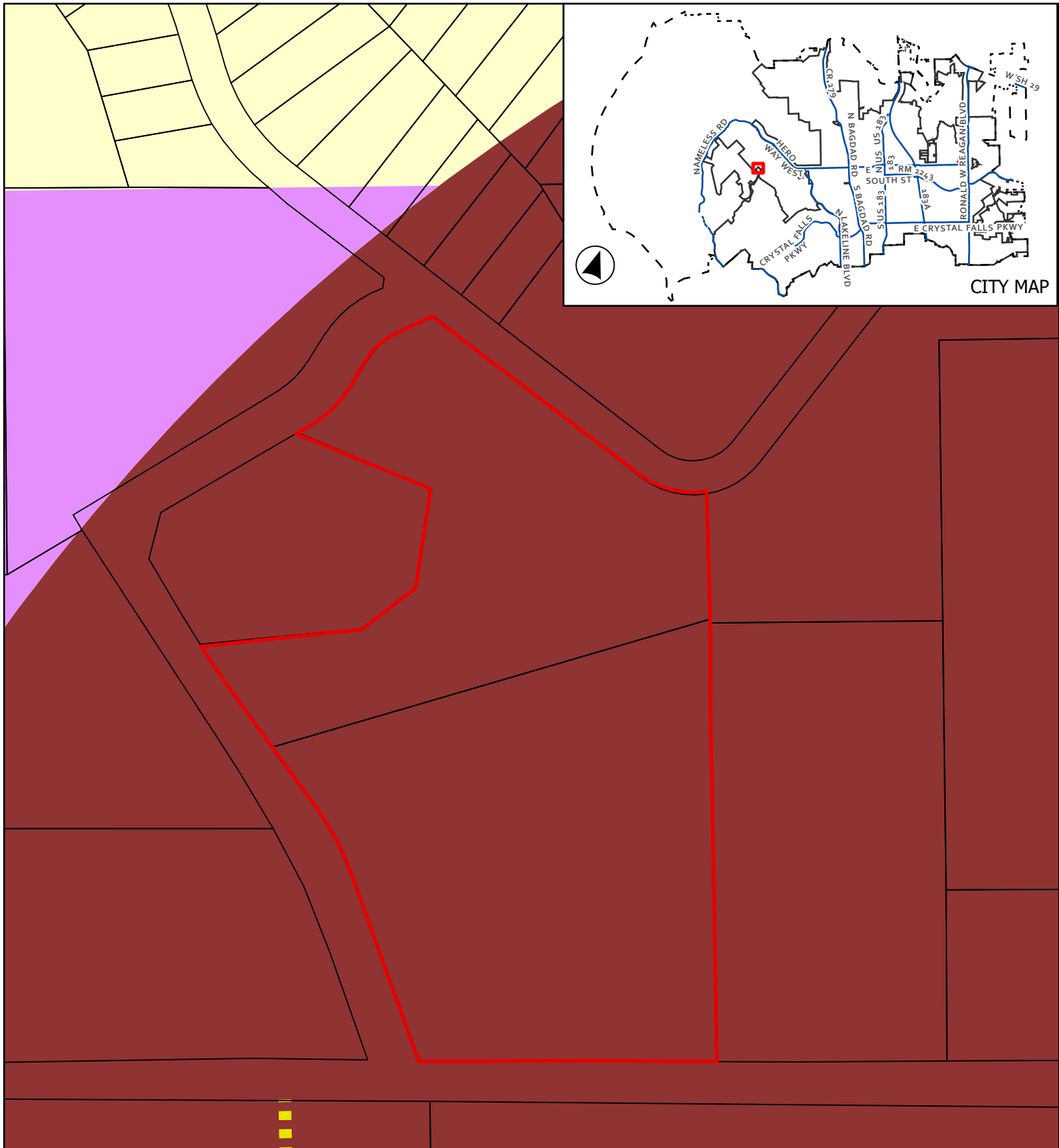
Current Zoning

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Leander City Limits	PUD - Single-Family
SFR - Single-Family Rural	Subject Boundary
GC - General Commercial	Extra-Territorial Jurisdiction

0 62.5 125

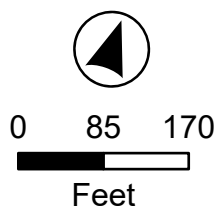
Feet



CASE: Z-22-0018 **ATTACHMENT 3** **WINDING OAK PUD**

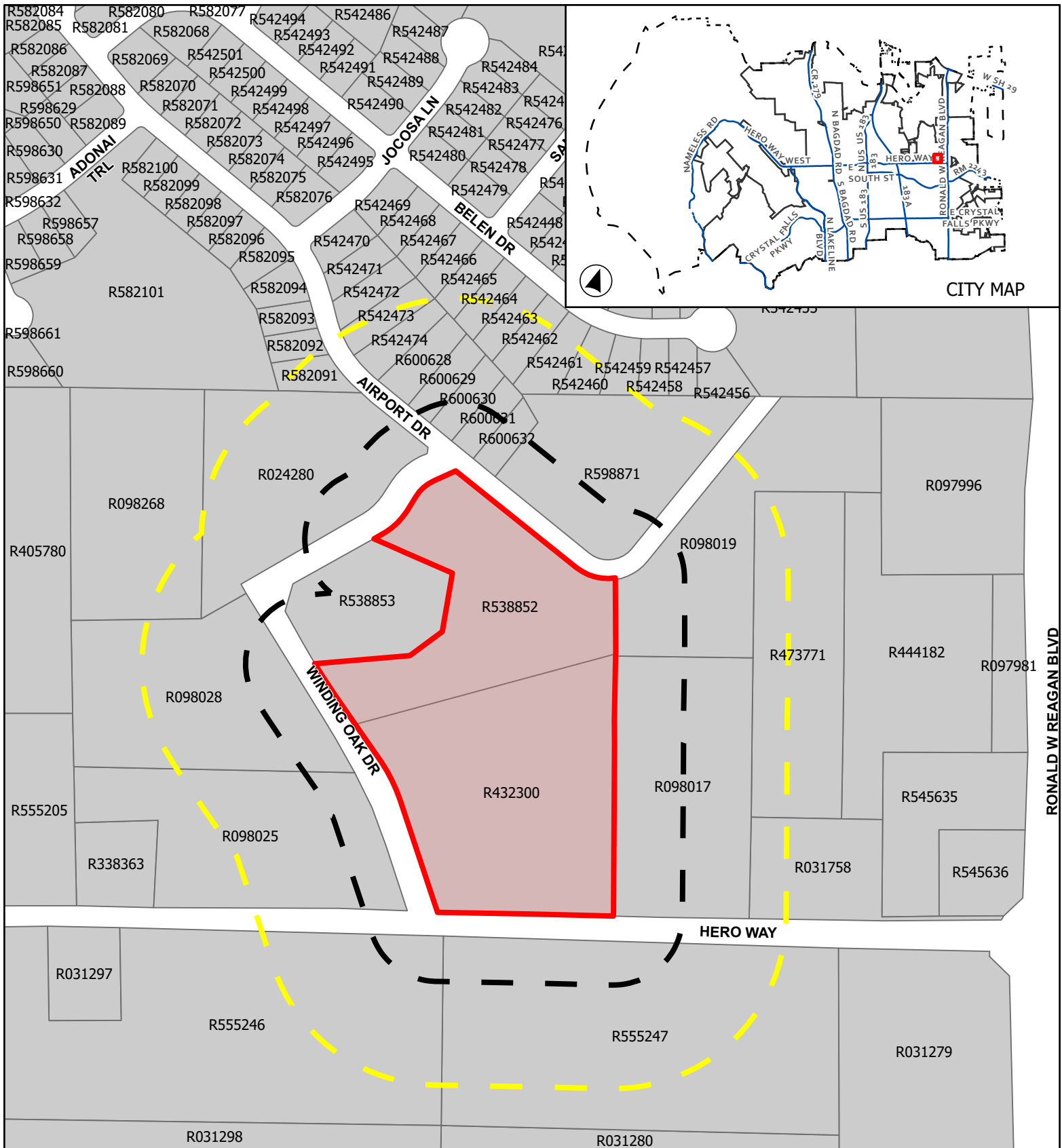
Future Land Use Map

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- Leander City Limits
 - ETJ Boundary
 - Subject Boundary
 - Neighborhood Residential
- ## Future Land Use

- Activity Center
 - Employment Center
 - Collector, Proposed
- ## Thoroughfare Plan



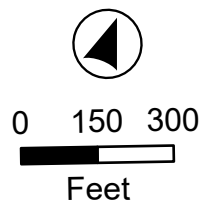
CASE: Z-22-0018

ATTACHMENT 4

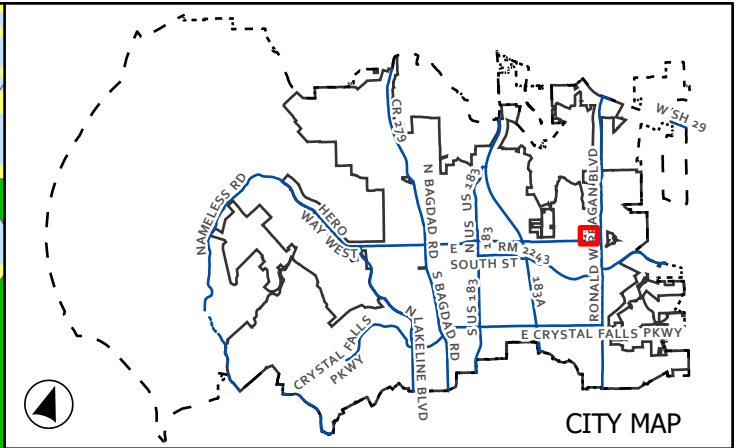
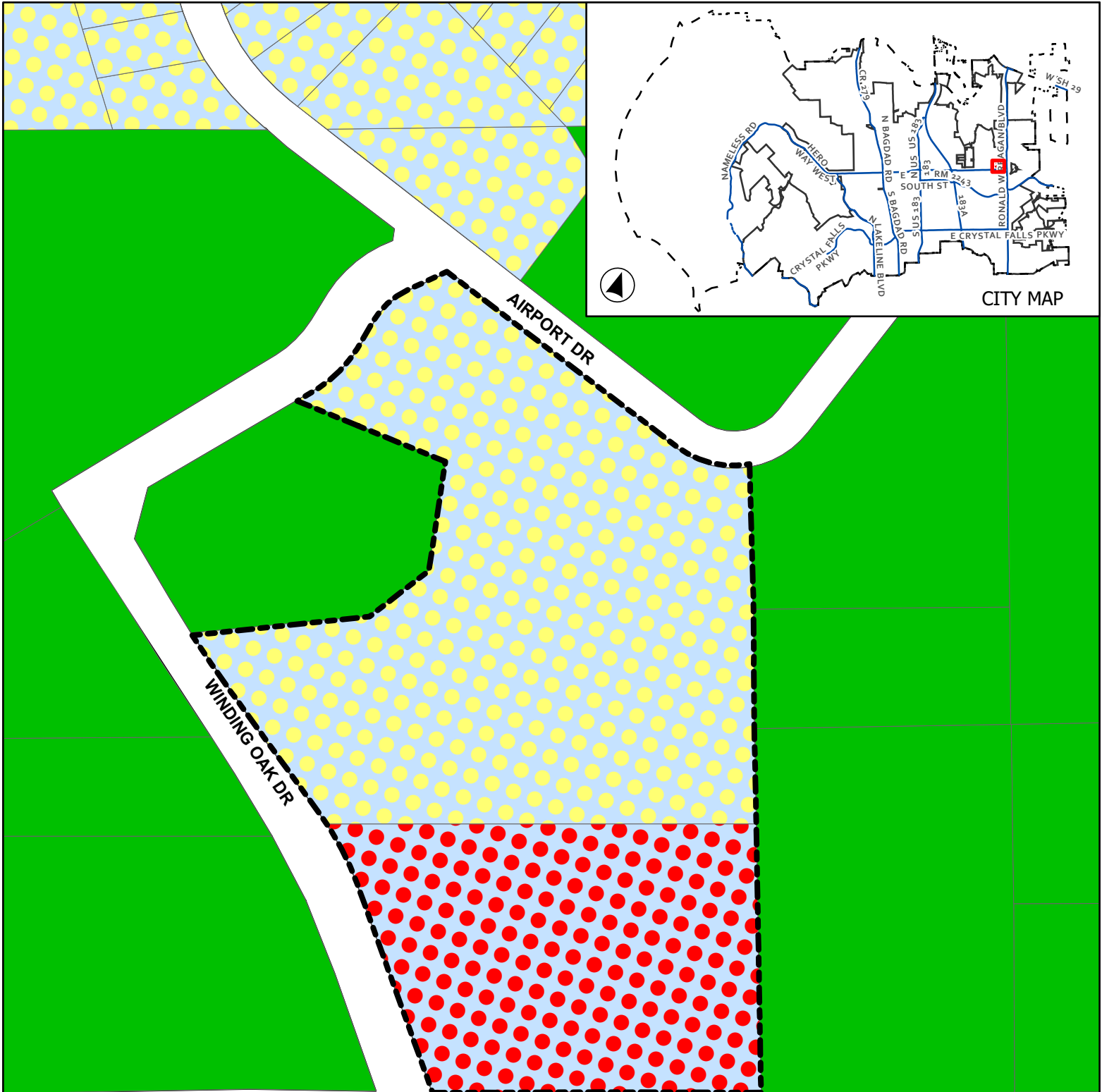
WINDING OAK PUD

Public Notification

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- City Limits
- Subject Boundary
- ETJ Boundary
- Notification Buffer**
- 200'
- 500'



CASE: Z-22-0018

ATTACHMENT 5

WINDING OAK PUD

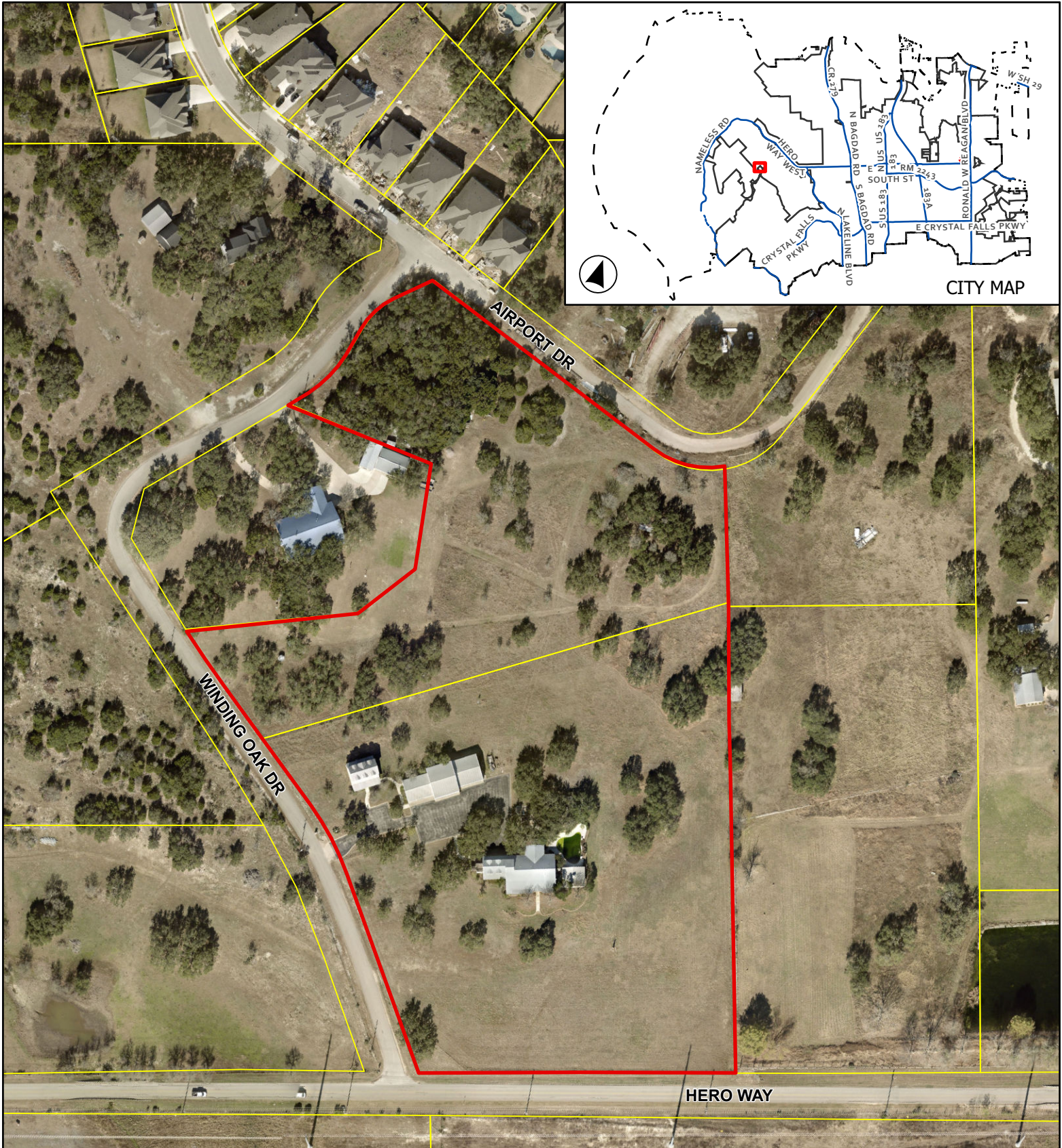
Proposed Zoning

- | | |
|---------------------------|--------------------------------|
| Leander City Limits | PUD - General Commercial |
| SFR - Single-Family Rural | Subject Boundary |
| GC - General Commercial | Extra-Territorial Jurisdiction |
| PUD - Single-Family | |

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0 62.5 125
Feet



CASE: Z-22-0018

ATTACHMENT 6

WINDING OAK PUD

Aerial Map

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0 75 150



Feet

-  Leander City Limits
-  Subject Boundary

Exhibit A

Winding Oak Planned Unit Development

A. Purpose and Intent

1. The Winding Oak PUD is composed of 4.6 acres, as described in **Exhibit B** (Field Notes). The development of this property is planned as a high quality retail and office uses fronting onto Hero Way.

B. Applicability and Base Zoning

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

GC-2-A - (General Commercial)

C. Conceptual Site Layout and Land Use Plan

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

D. Allowable / Prohibited Uses

1. The allowable uses shall commercial uses.
2. The permitted uses shall include all uses permitted under the GC (General Commercial) use component with the exception of the following prohibited uses:
 - a. Outdoor animal boarding
 - b. Manufactured housing sales and accessory building sales
 - c. Commercial parking lot
 - d. Funeral Home, including embalming and crematory facilities associated with an on site funeral home or cemetery
 - e. Passenger Terminal
 - f. Vehicle Sales, Rental, Repair
 - g. Office Warehouse
 - h. Outdoor nurseries

Exhibit B

Field Notes

Page 1 of 2

Being 11.99 acres out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas, and consisting of two tracts as follows, that tract called Tract 6A, Block A, Kittie Hill Acres, Tract 6B and 6A Replat, a subdivision in Williamson County, Texas as recorded in document No. 2015029916 of the Official Public Records, Williamson County, Texas and that tract called Tract 5, Amended Plat Kittie Hill Acres Tract 5 and Tract 6, a subdivision in Williamson County, Texas as recorded in Cabinet X, Slide 378 of the Plat Records of Williamson County, Texas, and being further described as follows;

Beginning: at a 1/2" iron rod found in the north line of County Road 269 for the southeast corner of said Tract 5 and this tract;

THENCE: S 70°02'03" W 213.52 feet with the north line of County Road 269 to a cotton spindle found for an angle point of said Tract 5 and this tract;

THENCE: S 69°42'05" W 230.61 feet with the north line of County Road 269 to a 1/2" iron rod with an illegible yellow cap found at the intersection of the north line of County Road 269 with the east line of Winding Oak Drive for the southwest corner of said Tract 5 and this tract;

THENCE: N 39°29'04" W 296.49 feet with the east line of Winding Oak Drive to a 1/2" iron rod with an illegible yellow cap found for an angle point of said Tract 5 and this tract;

THENCE: 106.19 feet with the east line of Winding Oak Drive, along the arc of a curve to the left, said curve having a delta of 15°41'43", a radius of 387.65' and chord bearing N 47°25'30" W 105.86', to a 1/2" iron rod with an illegible yellow cap found for an angle point of said Tract 5 and this tract;

THENCE: N 55°10'37" W 106.77 feet with the east line of Winding Oak Drive to a 1/2" iron rod found for the northwest corner of said Tract 5 and the southwest corner of said Tract 6A for an angle point of this tract;

THENCE: N 55°27'45" W 92.57 feet with the east line of Winding Oak Drive to a 1/2" iron rod found for an angle point of said Tract 6A and this tract;

THENCE: 90.44 feet with the east line of Winding Oak Drive, along the arc of a curve to the left, said curve having a delta of 2°50'31", a radius of 1823.33' and chord bearing N 53°40'43" W 90.43', to a 1/2" iron rod with pink cap stamped TLS found for the southwest corner of Tract 6B of said Kittie Hill Acres, Tract 6B and Tract 6A Replat, for the westerly most corner of said Tract 6A and this tract;

THENCE: leaving Winding Oak Drive with a common line of said Tract 6A and said Tract 6B the following four (4) courses,

1. N 63°48'18" E 236.66 feet to a 1/2" iron rod with pink cap stamped TLS found for an angle point of this tract,
2. N 32°14'27" E 100.12 feet to a 1/2" iron rod found with pink cap stamped TLS found for an angle point of this tract,
3. N 11°35'25" W 146.92 feet to a 1/2" iron rod found with a pink cap stamped TLS found for an angle point of this tract,
4. N 87°38'20" W 209.92 feet to a 1/2" iron rod found in the east line of Winding Oak Drive for the northerly most corner of said Tract 6B the northwest corner of said Tract 6A and this tract;

THENCE: with the east line of Winding Oak Drive the following five (5) courses,

1. N 39°48'15" E 16.43 feet to a 1/2" iron rod with illegible yellow cap found for an angle point of said Tract 6A and this tract,
2. 91.62 feet with the arc of a curve to the left, said curve having a delta of 29°24'47", a radius of 178.47' and a chord bearing N 24°56'19" E 90.62', to a 1/2" iron rod found for an angle point of said tract 6A and this tract,
3. N 10°51'59" E 42.23 feet to a 1/2" iron rod with an illegible yellow cap found for an angle point of said Tract 6A and this tract,
4. 62.50 feet along the arc of a curve to the right, said curve having a delta of 34°46'41", a radius of 102.97' and a chord bearing N 27°52'04" E 61.55', to a 1/2" iron rod with an illegible yellow cap found for an angle point of said Tract 6A and this tract,
5. N 45°13'06" E 59.04 feet to a 1/2" iron rod with an illegible yellow cap found at the intersection of the east line of Winding Oak Drive with the southwesterly line of Airport Drive for the northerly most corner of said Tract 6A and this tract;

THENCE: S 72°06'41" E 385.16 feet with the southwesterly line of Airport Drive to a cotton spindle found for an angle point of said Tract 6A and this tract;

THENCE: 103.42 feet along the arc of a curve to the left, said curve having a delta of 47°24'09", a radius of 125.00' and a chord bearing N 84°14'53" E 100.56', to a 1/2" iron rod with yellow cap stamped CCC found for the northeast corner of said Tract 6A and this tract;

THENCE: S 21°06'12" E 185.04 feet to a 1/2" iron rod with yellow cap stamped CCC found for the southeast corner of said Tract 6A the northeast corner of said Tract 5 for an angle point of this tract;

THENCE: S 20°59'50" E 650.84 feet to the point of beginning and containing 11.99 acres, more or less.

 6-24-22
Kenneth L. Crider, RPLS #5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628
TBPLS Firm #10056200



Exhibit C:
Conceptual Site Layout and Land Use Plan

WINDING OAK (EXHIBIT C)
CONCEPT PLAN - CONCEPTUAL SITE
LAYOUT AND LAND USE PLAN
22-CP-010

PROJECT INFORMATION

PROPERTY OWNER:

ZOOMERS INVESTMENT GROUP LLC
1137 Prescott Drive
Rochester Hills, MI, 48309
(248) 890-5897

PROJECT ENGINEER:

Gray Engineering
8834 N. Capital of Texas Highway, STE 140
Austin, Texas 78759
(512) 452-0371

PROJECT SURVEYOR:

TEXAS LAND SURVEYING INC
3613 Williams Drive, STE 903
Georgetown, Texas 78628
(512) 930-1600

PROJECT AGENT:

SEC PLANNING, LLC
4201 W Parmer Lane, STE 220
Austin, Texas
(512) 246-7003

FILING DATE:

May 10, 2022

CURRENT ZONING:

Interim SFR-1-B

FUTURE LAND USE CATEGORY:

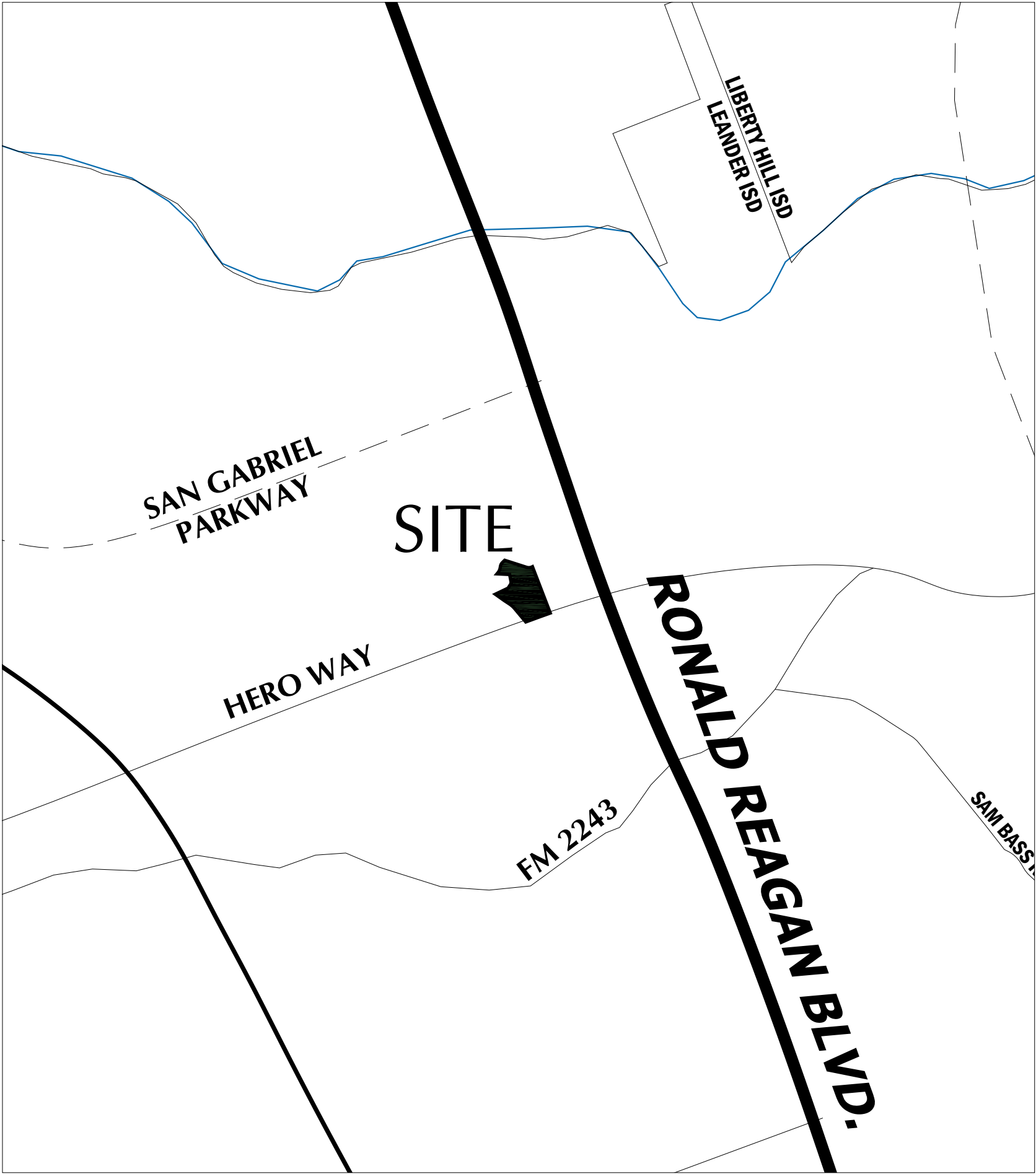
ACTIVITY CENTER

INDEX OF SHEETS

SHEET TITLE	REVISED SHEETS
COVER	SHEET 1
CONCEPT PLAN (EXHIBIT C)	SHEET 2

LAND USE SUMMARY

Land Use	Lots	Acres	LUE's REQUIRED	TRIPS GENERATED
Commercial PUD GC-2-A	46,000 sq. ft. 1 lot	4.6 acres	28 LUE's	3,546 TRIPS
Note: This plan is conceptual and will be required to be reviewed as part of the site development and subdivision process for compliance with all city ordinances. Note: At the time of site development permit, the applicant will provide a payment to the City in lieu of a traffic impact analysis (TIA), unless a TIA for the entire development indicates that average daily trips are estimated below 2,000.				



LOCATION KEY

1"=2000'



SEC Planning, LLC

Austin, Texas

LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

4201 W. Parmer Lane
Building A, Suite 220
Austin, TX 78727
T 512.246.7003
F 512.246.7703
www.secplanning.com
Email : info@secplanning.com

Project No. : 210102 - SWLS

Issue	
1 Concept Plan Submittal	05/10/2022
2 2nd Submittal	06/28/2022
3 3rd Submittal	08/02/2022
4 4th Submittal	08/23/2022
5 5th Submittal	09/20/2022
6 6th Submittal	10/17/2022
7 7th Submittal	02/08/2023

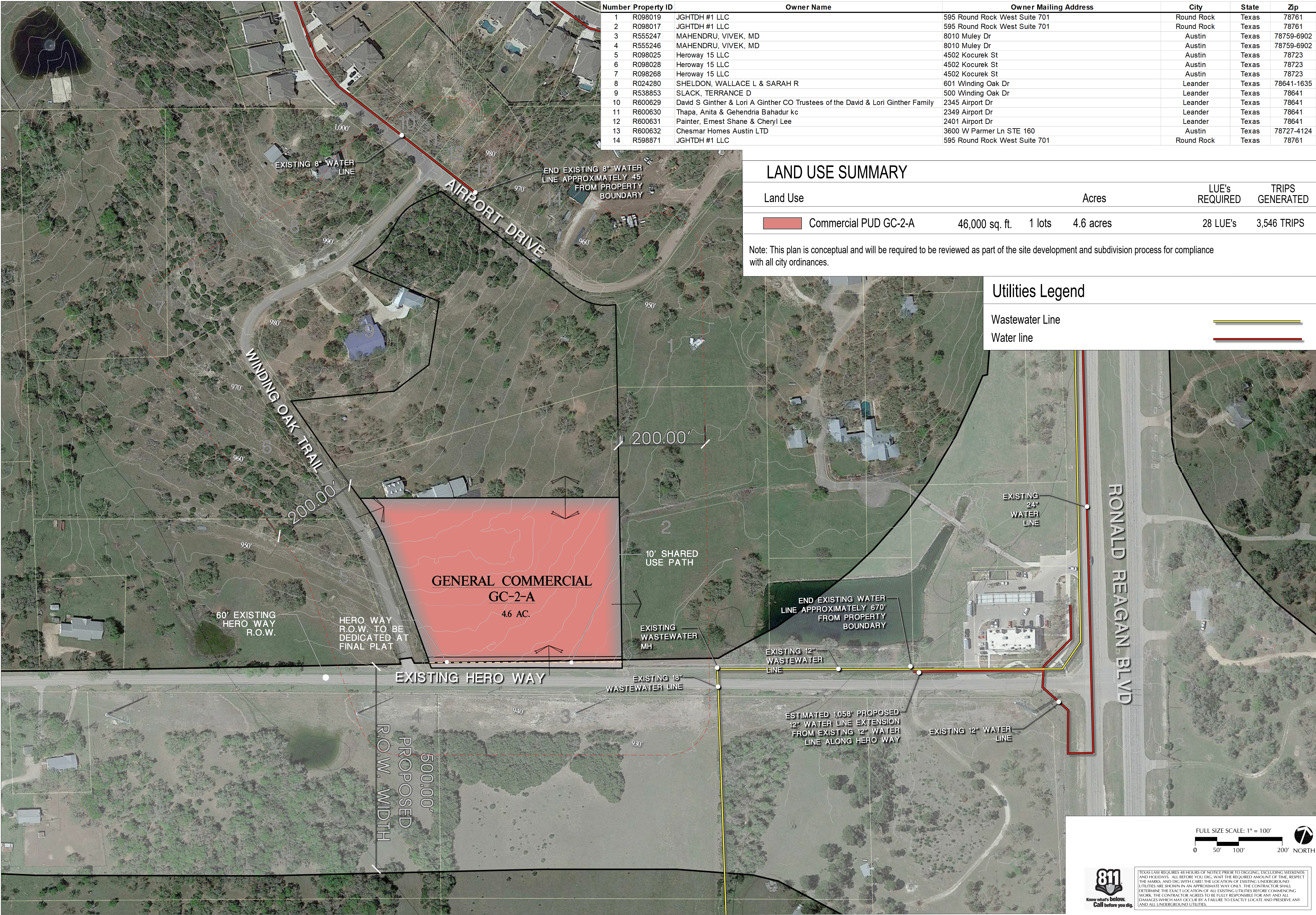
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9	
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12	

DRAWN BY: REVIEWED BY: MB

SHEET 1 of 2

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SEC Planning, LLC

Drawing Path :
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Sheet_2-8-2022.dwg



Number	Property ID	Owner Name	Owner Mailing Address	City	State	Zip
1	R098019	JGHTDH #1 LLC	595 Round Rock West Suite 701	Round Rock	Texas	78761
2	R098017	JGHTDH #1 LLC	595 Round Rock West Suite 701	Round Rock	Texas	78761
3	R555247	MAHENDRU, VIVEK, MD	8010 Muley Dr	Austin	Texas	78759-6902
4	R555246	MAHENDRU, VIVEK, MD	8010 Muley Dr	Austin	Texas	78759-6902
5	R098025	Heroway 15 LLC	4502 Kocurek St	Austin	Texas	78723
6	R098028	Heroway 15 LLC	4502 Kocurek St	Austin	Texas	78723
7	R098268	Heroway 15 LLC	4502 Kocurek St	Austin	Texas	78723
8	R024280	SHELDON, WALLACE L & SARAH R	601 Winding Oak Dr	Leander	Texas	78641-1635
9	R538853	SLACK, TERRANCE D	500 Winding Oak Dr	Leander	Texas	78641
10	R600629	David S Ginther & Lori A Ginther CO Trustees of the David & Lori Ginther Family	2345 Airport Dr	Leander	Texas	78641
11	R600630	Thapa, Anita & Gehendria Bahadur kc	2349 Airport Dr	Leander	Texas	78641
12	R600631	Painter, Ernest Shane & Cheryl Lee	2401 Airport Dr	Leander	Texas	78641
13	R600632	Chesmar Homes Austin LTD	3600 W Parmer Ln STE 160	Austin	Texas	78727-4124
14	R598871	JGHTDH #1 LLC	595 Round Rock West Suite 701	Round Rock	Texas	78761

LAND USE SUMMARY

Land Use	Acres	LUE's REQUIRED	TRIPS GENERATED
Commercial PUD GC-2-A	46,000 sq. ft. 1 lots 4.6 acres	28 LUE's	3,546 TRIPS

Note: This plan is conceptual and will be required to be reviewed as part of the site development and subdivision process for compliance with all city ordinances.

Utilities Legend

Wastewater Line	
Water line	

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Email: info@secplanning.com

ZOOMER INVESTMENT GROUP LLC
Zoomers Investment Group LLC
1137 Prescott Drive
Rochester Hills, MI 48309

EXHIBIT C
CONCEPT PLAN / CONCEPTUAL
SITE LAYOUT AND LAND USE PLAN
WINDING OAK
LEANDER, TEXAS

E:\210102-SWLS\Cadfiles\PLANNING\Submittals\Concept Plan.dwg

Issued:
1 Concept Plan Submittal 05/10/2022
2 2nd Submittal 06/28/2022
3 3rd Submittal 08/02/2022
4 4th Submittal 08/23/2022
5 5th Submittal 09/20/2022
6 6th Submittal 10/17/2022

Revisions:
1 7th Submittal 02/08/2023
2
3
4

Issue Date: 05/10/2022

Drawn By:
Reviewed By: MB

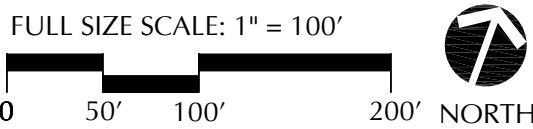
Project No.
210102 - SWLS

2 OF 2

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SEC Planning, LLC



TEXAS LAW REQUIRES 48 HOURS OF NOTICE PRIOR TO DIGGING, EXCLUDING WEEKENDS AND HOLIDAYS. ALL BEFORE YOU DIG, WAIT THE REQUIRED AMOUNT OF TIME, RESPECT THE MARKS, AND DIG WITH CARE THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR BY A FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.





April 25, 2022

City of Leander Planning Department
201 N. Brushy St.
Leander, Texas 78646-0319

Re: Winding Oak PUD Zoning Letter of Intent

Please find attached, an application for a combined PUD Zoning submittal for the Winding Oak PUD tract located at 100 Winding Oak Dr. The Property is approximately 12.0 acres in size and is approximately 1,192 feet west of the intersection of Hero Way and Ronald Reagan Blvd.

There are 3 existing structures related to a single family residence located on the Property. The property contains several existing trees and a relatively flat terrain which drains from the north to the south. The current zoning for the tract is Single Family Rural.

The Applicant is requesting PUD zoning to allow for flexibility of the final land use boundary between a commercial and townhome lot and to allow single family townhome product on a single lot condominium parcel. The PUD would include a minimum 4 acre commercial lot located on the southern portion of the property that borders Hero Way. The commercial tract would be assigned a base zoning district of GC-3-A.

The townhome condominium lot would be located behind the commercial tract and serve as a transitional use to the adjacent single family rural properties and the Palmera Ridge subdivision to the north. The townhome condominium lot is proposed to contain a maximum of 70 single family townhome units and be assigned a base zoning category of SFT-2-A

For the Single Family Townhome land use, the applicant is proposing attached units between 3 and 8 units per building and configured as a common lot townhome site plan with private drives. The density for the townhomes would be in line with what is found in the City base zoning district SFT Single Family Townhouse.

The City of Leander Comprehensive Plan identifies the subject property to be located within an Activity Center. The applicant believes that the proposed higher density residential product and general commercial uses are compatible with the intent described by the City for the Activity Center. The intent and character of Activity Centers is defined as:

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

In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants



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

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

The desired land mix within the Activity Center is defined as 30% residential and 70% Commercial. The Comprehensive Plan further identifies General Commercial (GC) and Single Family Townhouse (SFT) as suitable zoning categories to be utilized within the Activity Center.

The base district of Single Family Townhouse is also described in the City Zoning Ordinance as serving the purpose of:

- To provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways
- To create more variety in housing opportunities and in the fabric of the neighborhoods

Individual waivers or unique standards proposed as part of this PUD include the following:

- Single Family Townhome attached units on a single lot condo regime site plan
- Private Drive Aisles within the Townhouse neighborhood
- Land use prohibitions in the general commercial areas
- Landscape standards for reduced water consumption
- Higher architectural standards for energy and water conservation

Additional information and specific regulations describing the Project are contained within the attached Winding Oak PUD. Thank you for considering this new multi use development.

Sincerely,

Mark Baker
Principal

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

Letters were mailed to each owner of property within 500' describing the proposed zoning change and associate uses. Letter and contact information are attached as exhibits to this application.

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 the contact information used.

Individual property owners were notified for the adjacent larger tracts. Letters were mailed to individual owners within 500'.

3. What concerns were raised during these communications?

The owner most directly adjacent to the subject property, Terrence Slack, was concerned about the impact to the trees adjacent to his north property line and the potential proximity of any buildings or development to his garage building.

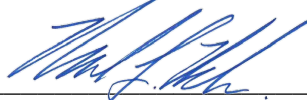
4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

The owner committed to provide a landscape easement along the north property line to preserve existing trees and to provide a buffer between Mr. Slacks property and any new buildings or development. This buffer would be created when the subject property is platted and will be designated as a landscape buffer.

No other concerns or correspondence have been received by the applicanct from adjacent owners as of 1/5/2023.

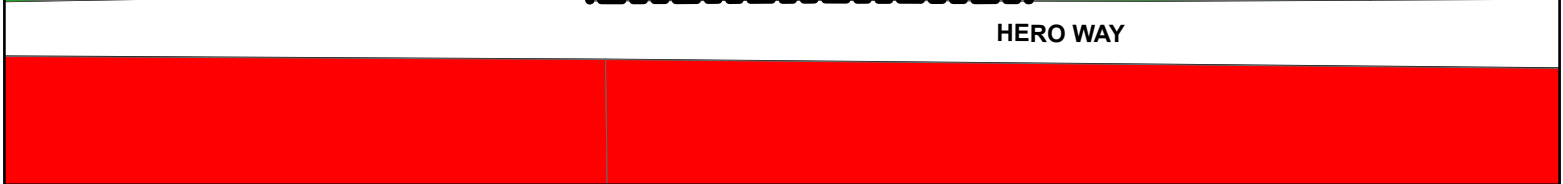
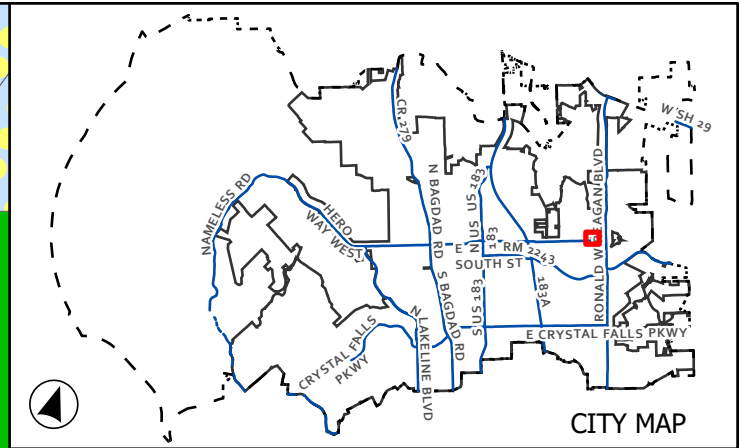
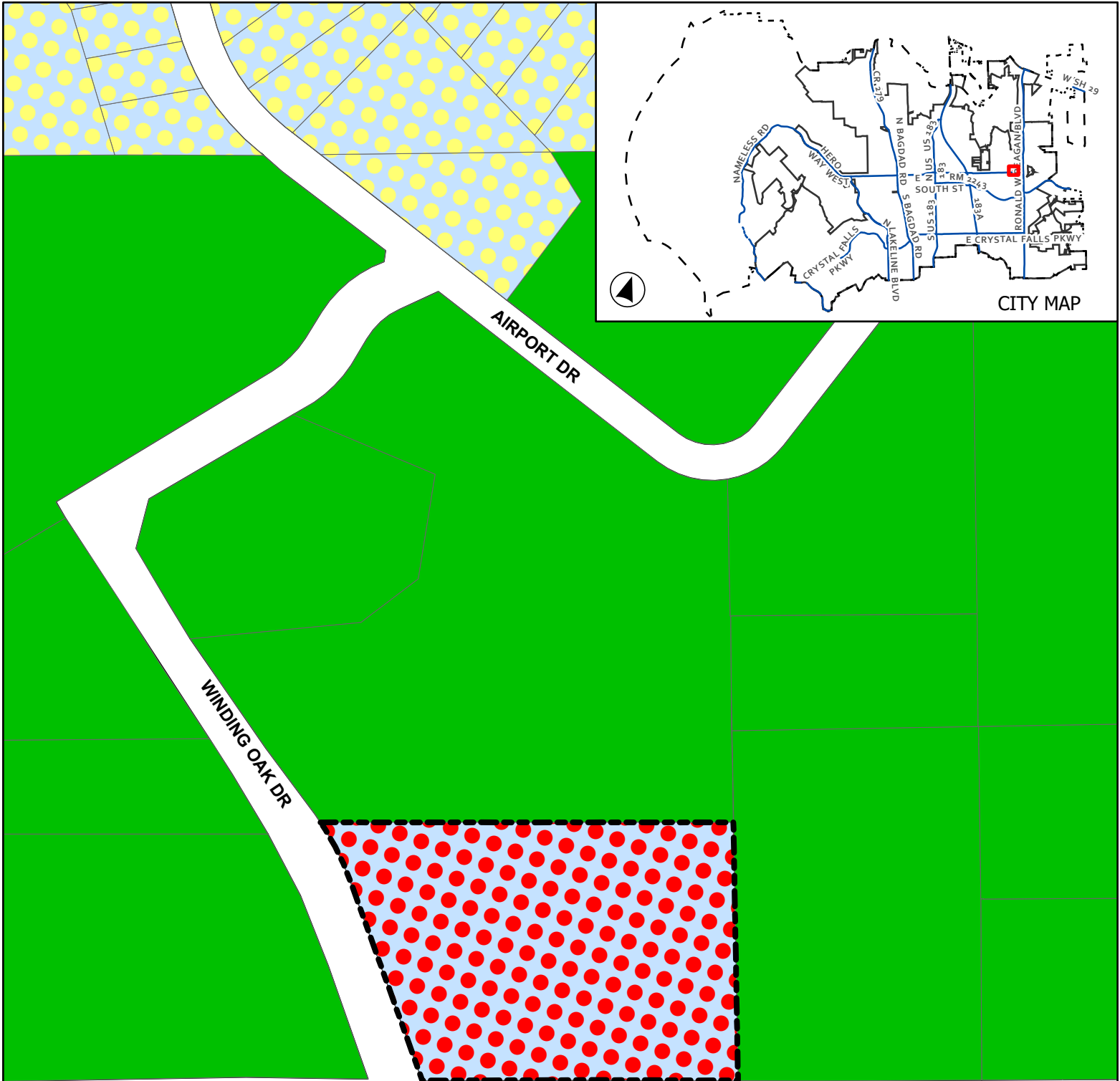
The above information is deemed to be true to the best of my knowledge.

Signature: _____



Date _____

Jan. 5, 2023



CASE: Z-22-0018

ATTACHMENT 10

WINDING OAK PUD
COUNCIL UPDATE
AS OF 2/2/2023

Proposed Zoning

- | | |
|---------------------------|--------------------------------|
| Leander City Limits | PUD - General Commercial |
| SFR - Single-Family Rural | Subject Boundary |
| GC - General Commercial | Extra-Territorial Jurisdiction |
| PUD - Single-Family | |

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



0 65 130
Feet

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE WINDING OAK PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-2-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being 4.6 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification numbers R432300; more particularly described in Instrument Number 2021055330 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Winding Oak PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 2nd day of February, 2023.
FINALLY PASSED AND APPROVED on this the 16th day of February, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE WINDING OAK DEVELOPMENT**

This Development Agreement Establishing Development Standards for the **WINDNIG OAK DEVELOPMENT** (the "Agreement") is made and entered into, effective as of the 7th day of February, 2023, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Zoomers Investment Group, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 4.6 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for commercial purposes (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

- (a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least ninety percent (90%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, and factory tinted (not painted) split faced concrete masonry unit or similar material approved by the Director of Planning.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

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

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

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

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party

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

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

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

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

Section 10. Force Majeure.

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

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Zoomers Investment Group, LLC
Ashok Gudi
1137 Prescott Drive
Rochester Hills, MI 48309
Oakland County

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

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

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining

provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

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

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

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

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

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

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

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: ASHOK GUDI *[Signature]*
Name: Zoomers Investment Group LLC
Title: MANAGER

MI
THE STATE OF ~~TEXAS~~ §
COUNTY OF OAKLAND §

This instrument was acknowledged before me on this 7th day of Feb, 2021, by ASHOK GUDI, Zoomers of Zoomers, a LLC company, on behalf of said company.

(SEAL)

Notary Public, State of ~~Texas~~

MI

Joseph P Stevens
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires September 15, 2025
Acting in the County of OAKLAND

EXHIBIT “A”

Description of Property



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case CP-22-0011 to adopt the Harmony Public School Concept Plan and Subdivision Case 22-PP-0013 to adopt the Harmony Public School Preliminary Plat on eight (8) parcels of land approximately 27.99 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031594, R031591, R031590, R031592, R508114, R508113, R508115, and R031595; generally located on the north side of Hero Way between 183A Toll Road and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-22-0011 and 22-PP-0013 as described above.

BACKGROUND:

This request is the first and second steps in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances.

HISTORY/TIMELINE:

03/03/2022 – Zoning Approved
02/09/2023 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Gignac & Associates (Sofia Gignac) on behalf of Harmony Public Schools (Dr. Nihat Bayhan, Ed.D.)

RECOMMENDATION:

The proposal includes one (1) commercial lot. Staff recommends approval of this request. The Planning & Zoning Commission unanimously recommended approval during the February 9, 2023 meeting.

PRESENTER:

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

Attachments

1. Concept Plan and Preliminary Plat
2. Location Exhibit

HARMONY PUBLIC SCHOOL

CONCEPT PLAN & PRELIMINARY PLAT PROJECT No. 22-CP-011 & 22-PP-013

PROJECT INFORMATION

OWNER: DR. NIHAT BAYHAN
CHIEF FINANCIAL OFFICER
HARMONY PUBLIC SCHOOLS
9321 WEST SAM HOUSTON PKWY S.
HOUSTON, TX. 77099
(713) 343-3333 EXT. 2601

ENGINEER / AGENT: MATTHEW HILBIG
KFW ENGINEERS & SURVEYING
3421 PAESANOS PKWY, SUITE 200
SAN ANTONIO, TX 78231
(210) 979-8444

SURVEYOR: TIM PAPPAS
KFW ENGINEERS & SURVEYING
3421 PAESANOS PKWY, SUITE 101
SAN ANTONIO, TX 78231
(210) 979-8444

FILING DATE: 05-10-2022

PROPERTY ZONING: LO-2B

ACREAGE: SITE: 25.30 ACRES
TXDOT R-O-W DEDICATION: 2.69 ACRES
TOTAL: 27.99 ACRES

LAND USE: EMPLOYMENT MIXED USE / EDUCATIONAL - ZONING LO-2-B

FUTURE LAND USE: EMPLOYMENT CENTER

GENERAL PLAT NOTES:

THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS. (INSIDE CITY ONLY)

NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.

A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION. (INSIDE CITY ONLY)

NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.

PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.

ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS IN ADDITION TO THE EASEMENT SHOWN HEREON. A TEN (10') FOOT WIDE PUBLIC UTILITY, ACCESS AND LANDSCAPE EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.

NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48491C0455F FOR WILLIAMSON CO., EFFECTIVE 12/20/2019.

BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE. (INSIDE CITY ONLY)

SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF HERO WAY AND THE SUBDIVISION SIDE OF HERO WAY, THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.

ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.

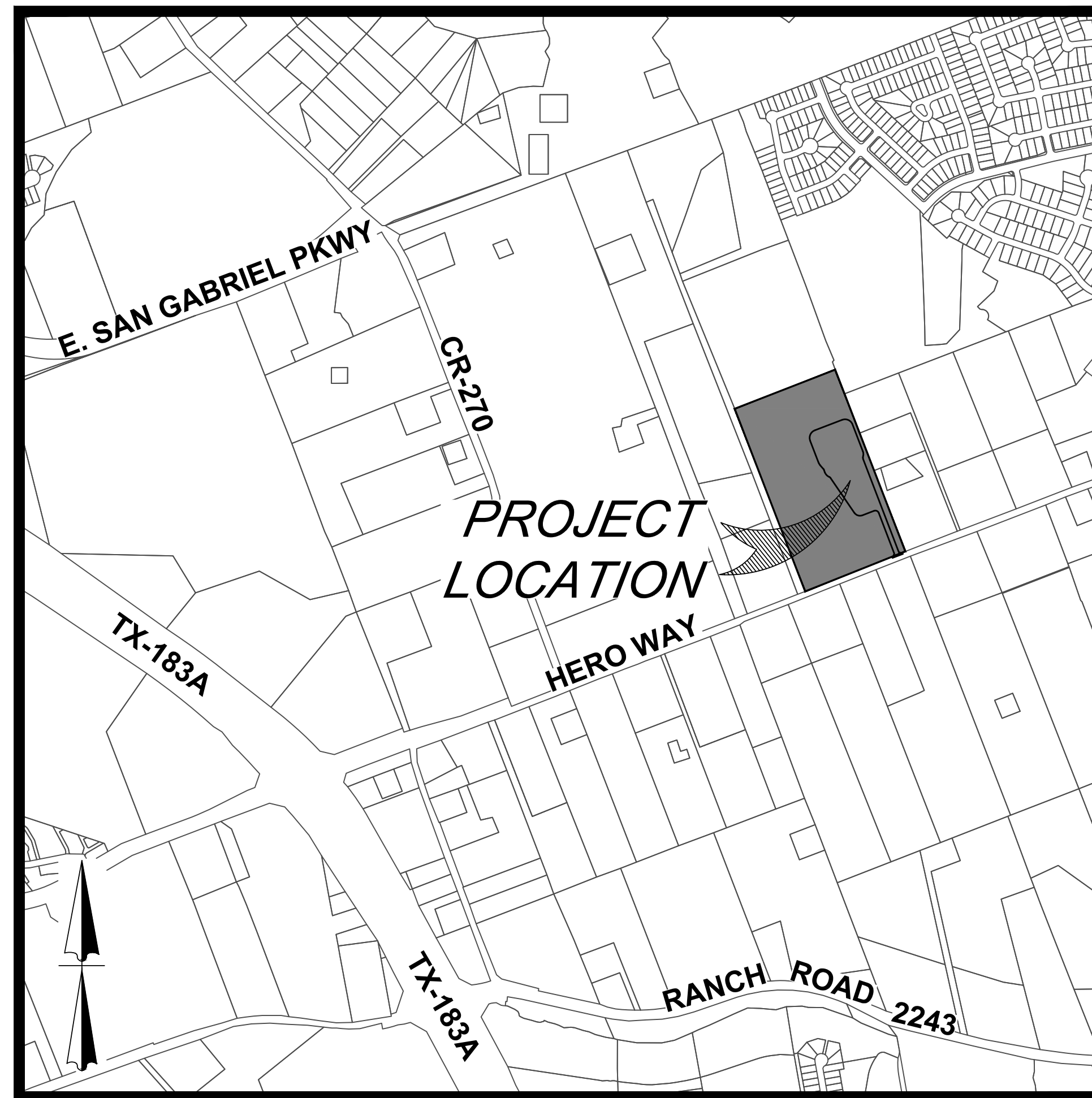
APPROVAL OF THIS FINAL PLAT DOES NOT CONSTITUTE THE APPROVAL OF VARIANCES OR WAIVERS TO ORDINANCE REQUIREMENTS.

NON-RESIDENTIAL & MULTI-FAMILY PLAT NOTES:

ALL DRIVE LANES, FIRE LANES, AND DRIVEWAYS WITHIN THIS SUBDIVISION SHALL PROVIDE FOR RECIPROCAL ACCESS FOR INGRESS AND EGRESS TO ALL OTHER LOTS WITHIN THE SUBDIVISION AND TO ADJACENT PROPERTIES.

TRAFFIC IMPACT ANALYSIS NOTE:

AT THE TIME OF SITE DEVELOPMENT PERMIT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TRAFFIC IMPACT ANALYSIS (TIA), UNLESS A TIA FOR THE ENTIRE DEVELOPMENT INDICATES THAT AVERAGE DAILY TRIPS ARE ESTIMATED BELOW 2,000.



LOCATION MAP
SCALE: 1" = 2,000'

INDEX

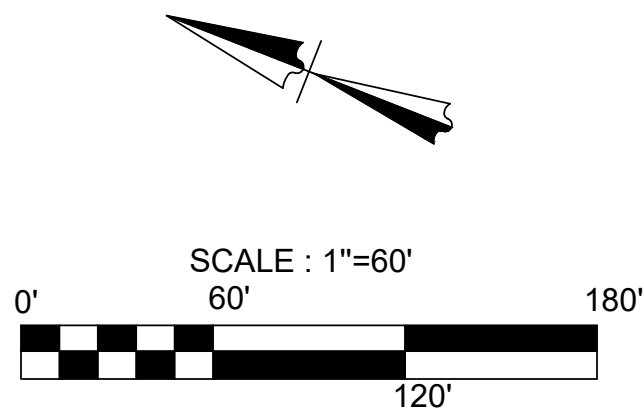
DESCRIPTION	SHEET NO.
COVER SHEET	1
CONCEPT PLAN	2
EXISTING CONDITIONS	3
PRELIMINARY PLAT	4
OVERALL IMPROVEMENTS	5
DRAINAGE PLAN	6
OVERALL WATER PLAN	7
OVERALL WATER PLAN	8
OVERALL SEWER PLAN	9
OVERALL SEWER PLAN	10
TREE PROTECTION PLAN	11

KFW
ENGINEERS + SURVEYING
3421 Paesanos Pkwy, Suite 200, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

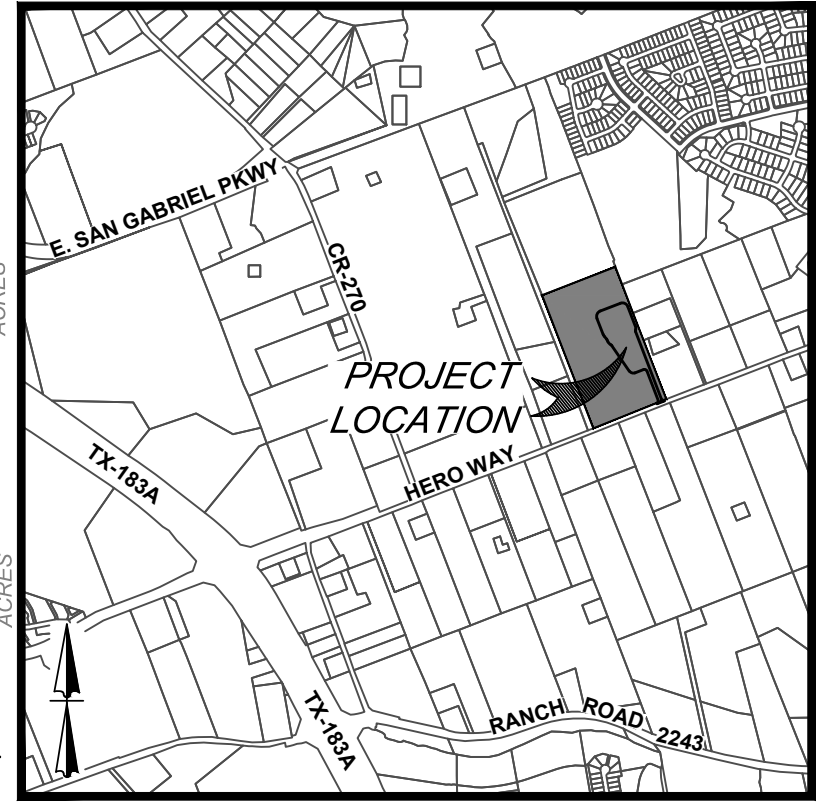
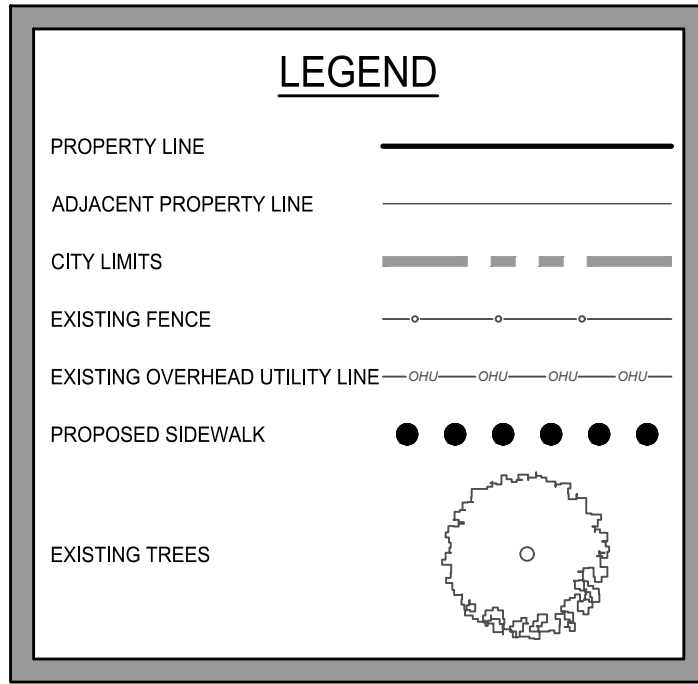


JOB NO. 874-03-02

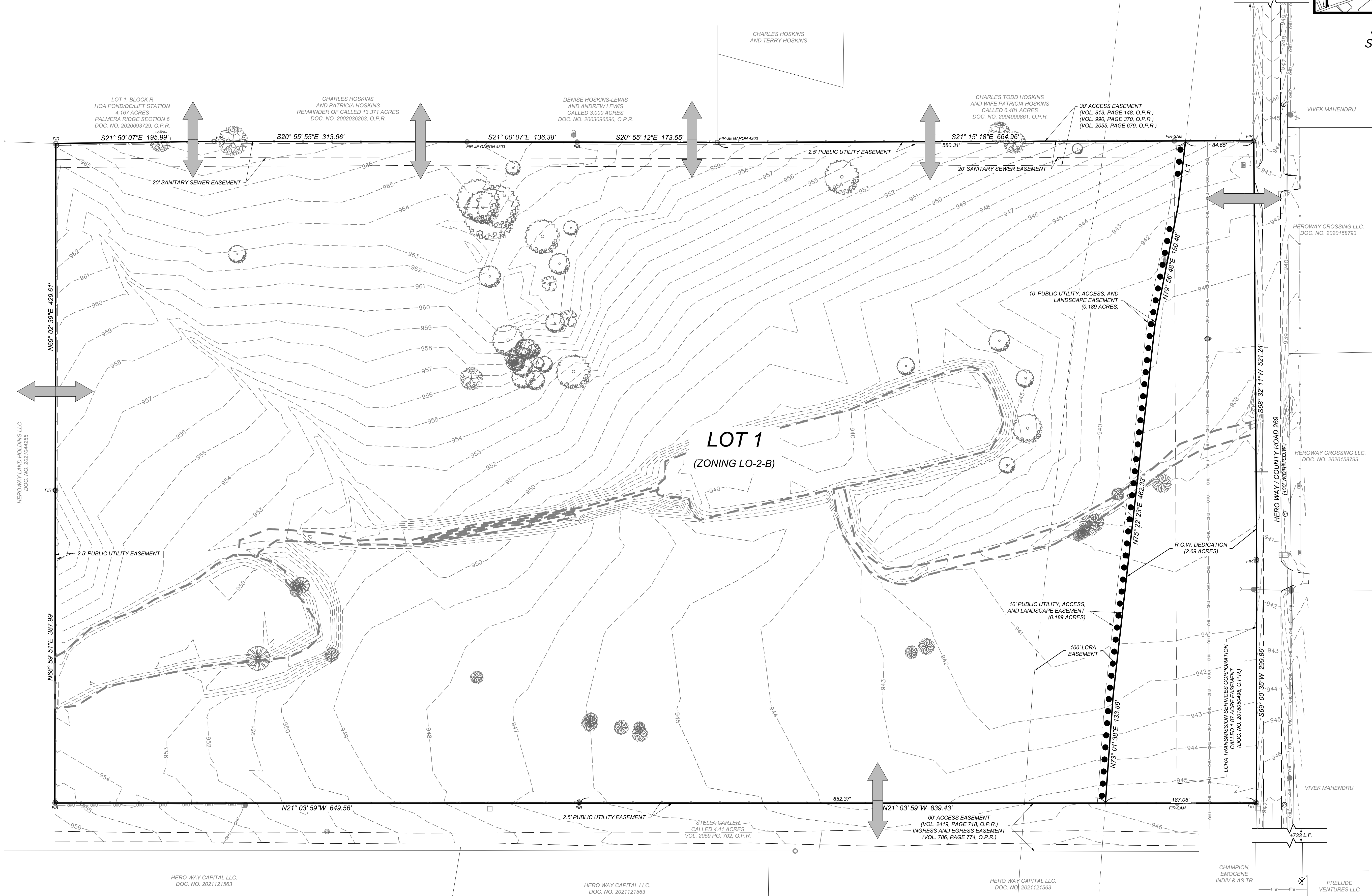
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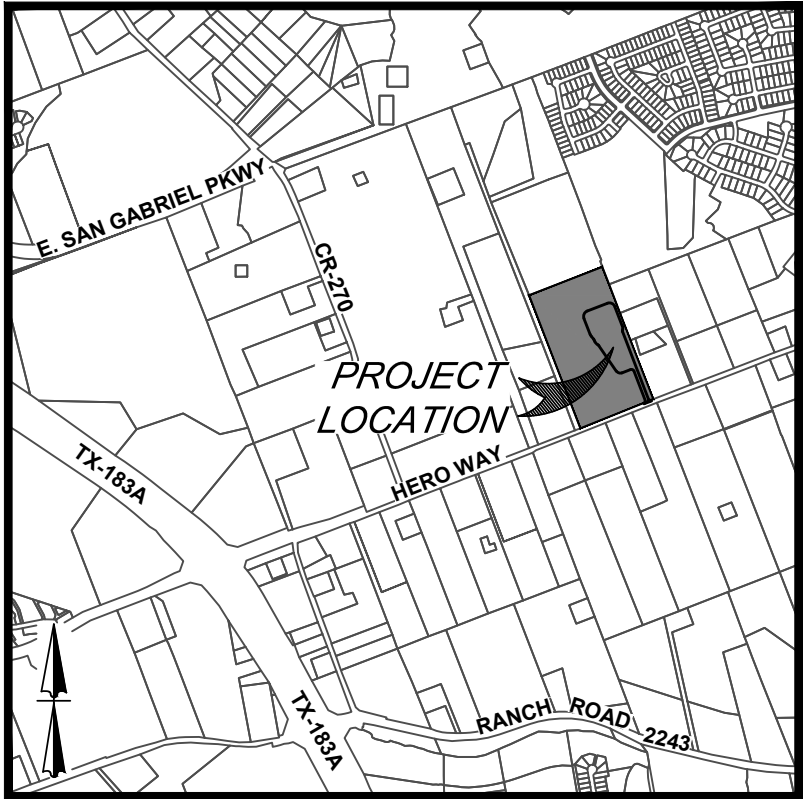
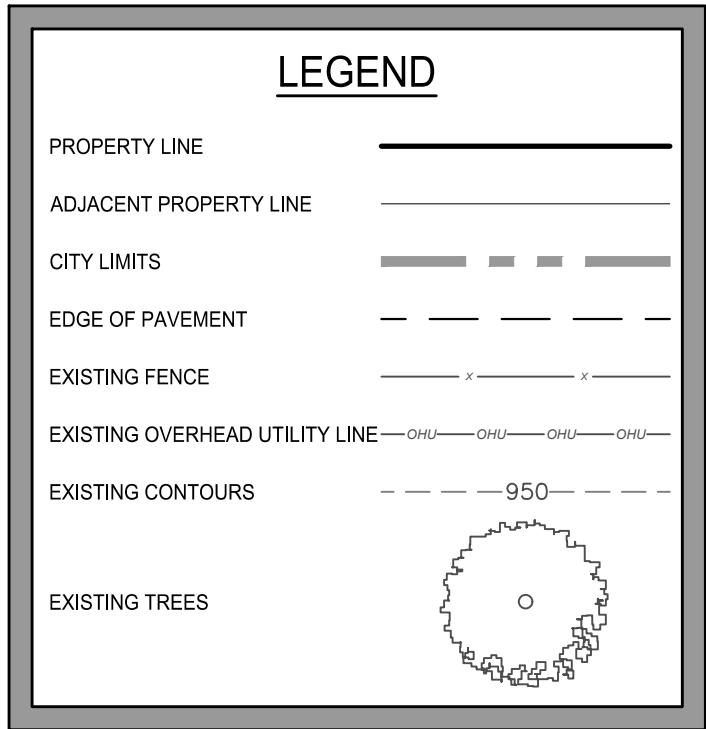
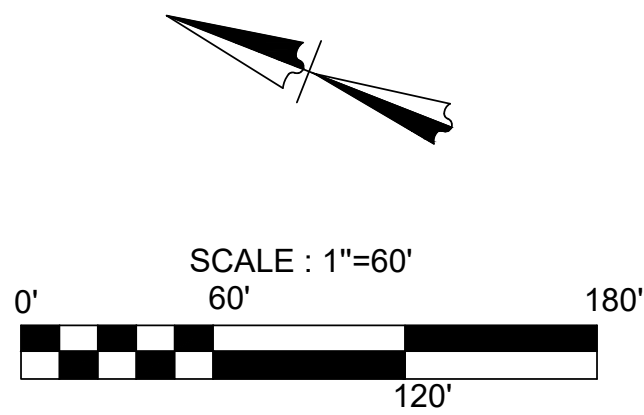
CONCEPT PLAN TABLE	
START DATE (ESTIMATE)	2/1/2023
END DATE (ESTIMATE)	9/1/2023
LUE'S	(1) 2" DOMESTIC METER AND (1) 2" IRRIGATION METER = 16 LUE'S
TRAFFIC	
ITE CODE	538, 11TH EDITION
TRIP RATE	0.94 / STUDENT
PHT	1363



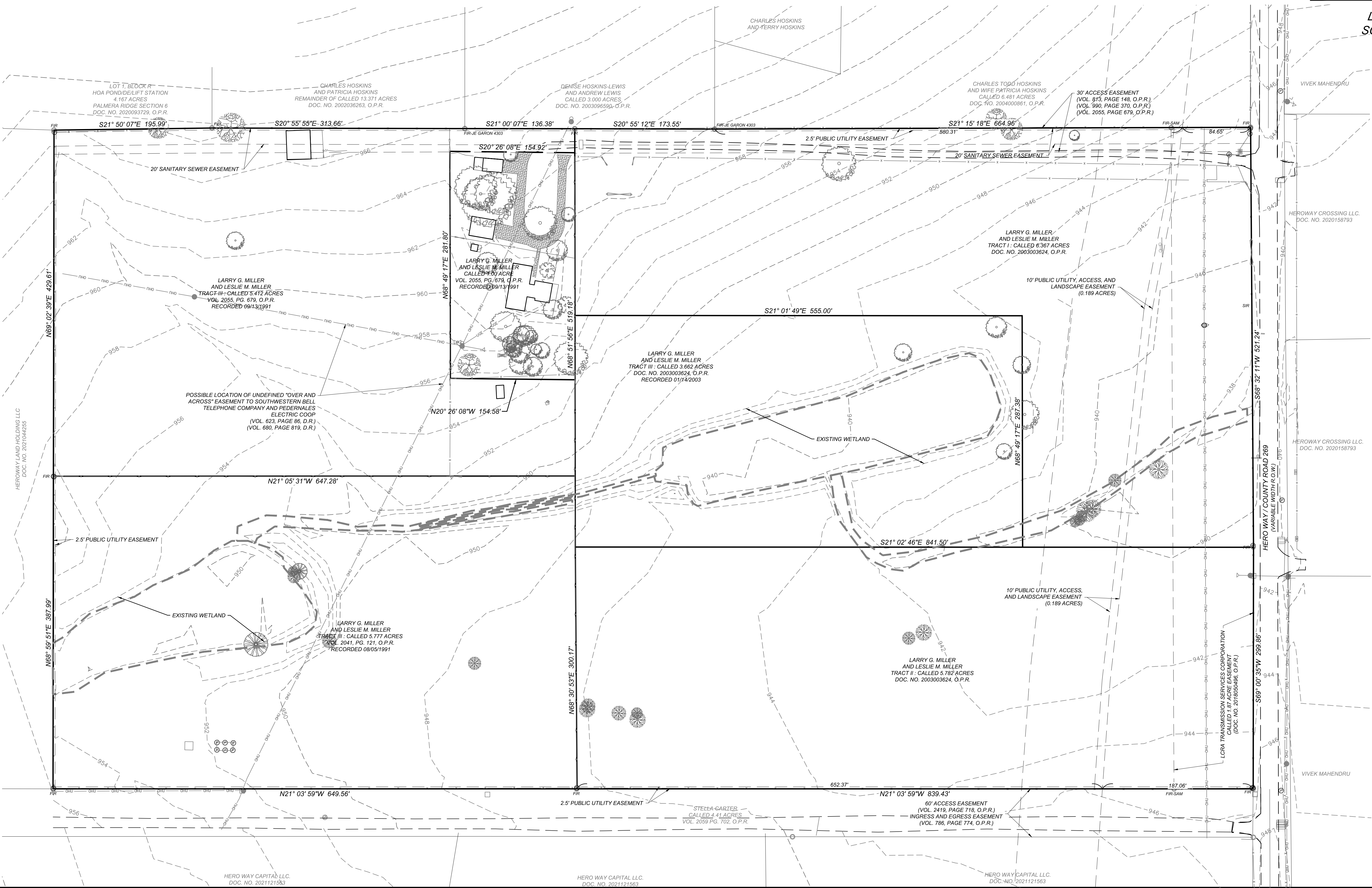
LOCATION MAP
SCALE: 1" = 2,000'



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LOCATION MAP
SCALE: 1" = 2,000'



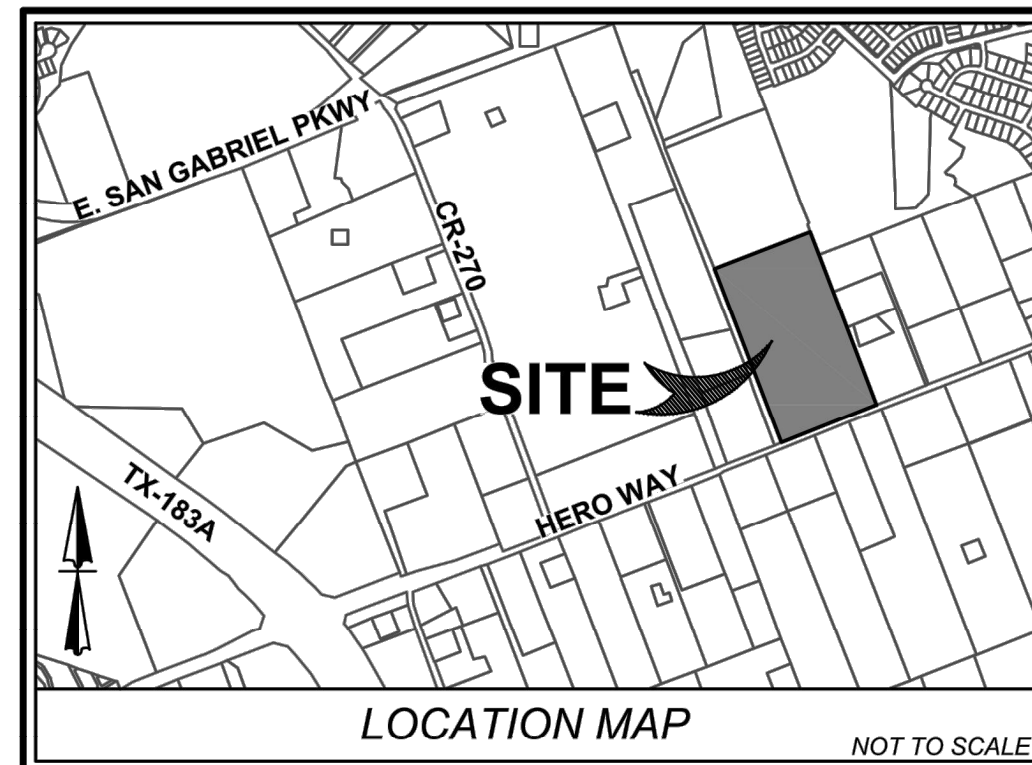
**HARMONY PUBLIC SCHOOLS
HERO WAY, LEANDER, TEXAS
EXISTING CONDITIONS**

JOB NO. 874-03-02
DATE: SEPTEMBER 2022
DRAWN: AB CHECKED: MH
SHEET NUMBER:

ISSUE DATE

REVISIONS

KFW
ENGINEERS + SURVEYING
1000 E. Highway 100, Suite 100
Leander, TX 78641
Phone #: (202) 979-8444 • Fax #: (202) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 1012200



ZONING: LO-2B (LOCAL OFFICE)

NOT TO SCALE

PLAT NOTE:

1. SITE CONTRACTOR TO COORDINATE WITH CITY AND HERO WAY GENERAL CONTRACTOR TO MAINTAIN SAFE VEHICULAR AND PEDESTRIAN ACCESSIBILITY TO THE SCHOOL SITE WHILE THE SIMULTANEOUS CONSTRUCTION OF HERO WAY AND THE SCHOOL IS OCCURRING. ROADWAY ADEQUACY REQUIREMENTS TO BE ASSESSED AT THE SITE DEVELOPMENT PERMIT SUBMITTAL.

SURVEYOR NOTES:

1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00013.
4. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88 (GEOID18).
5. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.
6. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND ON THE TITLE POLICY OR DISCOVERED WITH A TITLE SEARCH PREPARED FOR THE MOST RECENT PURCHASE OF PROPERTY.

LEGEND

- F.I.R. = FOUND 1/2" IRON ROD OR AS NOTED
- S.I.R. = SET 1/2" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING"
- R.O.W. = RIGHT - OF - WAY
- D.P.R. = DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- VOL. = VOLUME
- PG. = PAGE
- N.C.B. = NEW CITY BLOCK

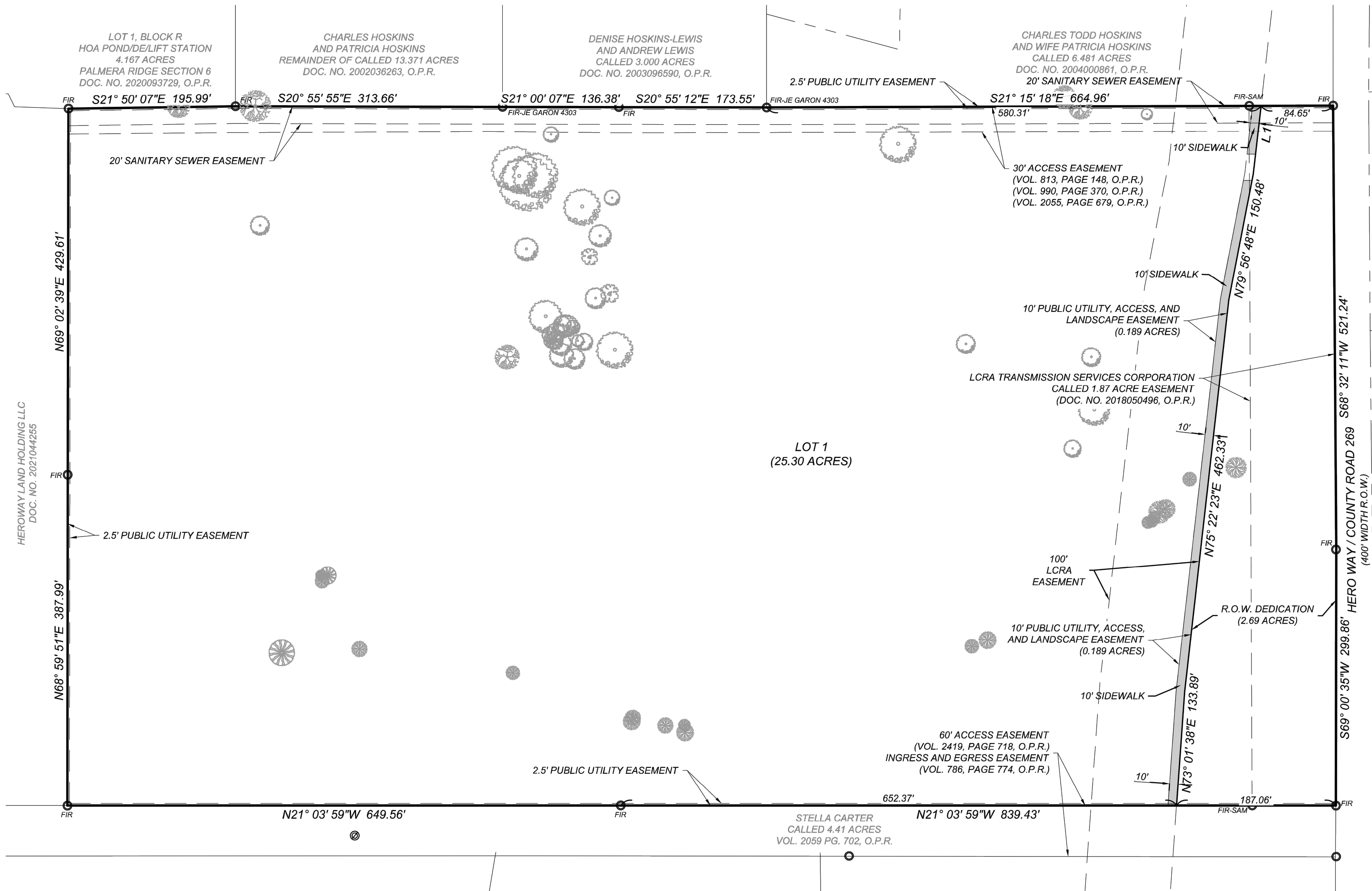
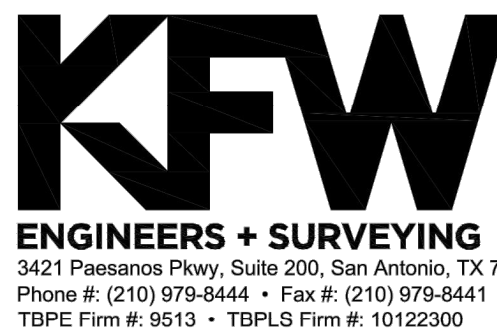
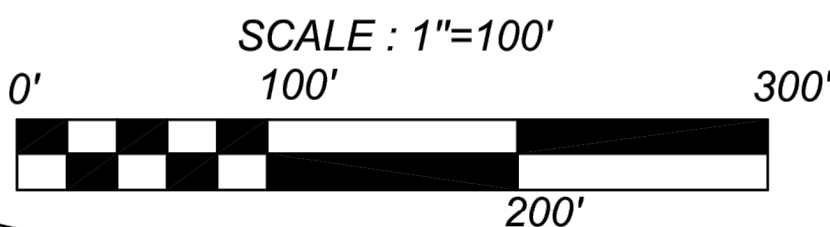
TREE TABLE		
POINT	SPECIES	DIAMETER
2552	LIVE OAK	32.00
2553	LIVE OAK	20.00
2554	LIVE OAK	26.00
2555	LIVE OAK	26.00
2556	LIVE OAK	21X24
2557	SPANISH OAK	13X9.5
2558	SPANISH OAK	9X6
2559	SPANISH OAK	9X6
2560	CEDAR	13.50
2561	LIVE OAK	6.50
2600	CEDAR	13.00
2601	CEDAR	18X15
2602	CEDAR	13.00
2603	LIVE OAK	11.00
2604	ELM	6.00
2605	ELM	8.00
2606	HACKBERRY	10.00
2607	ELM	9.00
2608	HACKBERRY	15.00
2609	ELM	8X8X6
2610	LIVE OAK	21X13
2611	LIVE OAK	11.00
2612	LIVE OAK	13.00
2613	LIVE OAK	11.00
2614	LIVE OAK	18.00
2615	LIVE OAK	10X6X9
2616	ELM	12.00
2617	ELM	8.00
2618	ELM	11.00
2619	ELM	13X8

TREE TABLE		
POINT	SPECIES	DIAMETER
2620	ELM	7X7
2621	ELM	7.00
2622	ELM	7X7
2623	ELM	10.00
2624	ELM	8X7X7
2625	ELM	10.00
2626	ELM	7.00
2627	ELM	9X9
2628	ELM	9X11
2629	ELM	10X13
2630	PECAN	10X8X8
2631	SPANISH OAK	13.50
2632	LIVE OAK	19.00
2633	LIVE OAK	10.00
2634	LIVE OAK	13.00
2635	LIVE OAK	12.00
2636	LIVE OAK	8.00
2637	LIVE OAK	7.00
2638	LIVE OAK	10X11X15
2639	LIVE OAK	12.00
2640	LIVE OAK	14.00
2641	LIVE OAK	13.00
2642	LIVE OAK	10.00
2643	HACKBERRY	10.00
2644	LIVE OAK	6.00
2645	LIVE OAK	9.00
2646	LIVE OAK	11X9
2647	MESQUITE	14X10
2655	LIVE OAK	21.00
2656	LIVE OAK	12X10X7X4
2657	PECAN	11.00

PRELIMINARY PLAT

HARMONY PUBLIC SCHOOLS

OF
BEING A TOTAL OF 27.983 ACRE TRACT OF LAND OUT OF A XXX ACRE TRACT OF LAND RECORDED IN VOLUME XXX, PAGES XXX OF THE TYPE OF RECORDING DEVICE OF WILLIAMSON COUNTY, TEXAS OUT OF THE NAME OF ORIGINAL SURVEY NUMBER XXX, ABSTRACT XXX, COUNTY BLOCK XXX, IN NEW CITY BLOCK ###, IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS. ESTABLISHING LOTS # & BLOCK.



(NOT TO SCALE)

PAGE 1 OF 1

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HARMONY PUBLIC SCHOOLS
HERO WAY, LEANDER, TEXAS
PRELIMINARY PLAT

JOB NO. 874-03-02
DATE: SEPTEMBER 2022
DRAWN: AB CHECKED: MH
SHEET NUMBER:

4 OF 11

ISSUE DATE: _____
REVISIONS: _____

KFW
ENGINEERS + SURVEYING
3421 Passanos Pkwy, Suite 200
San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

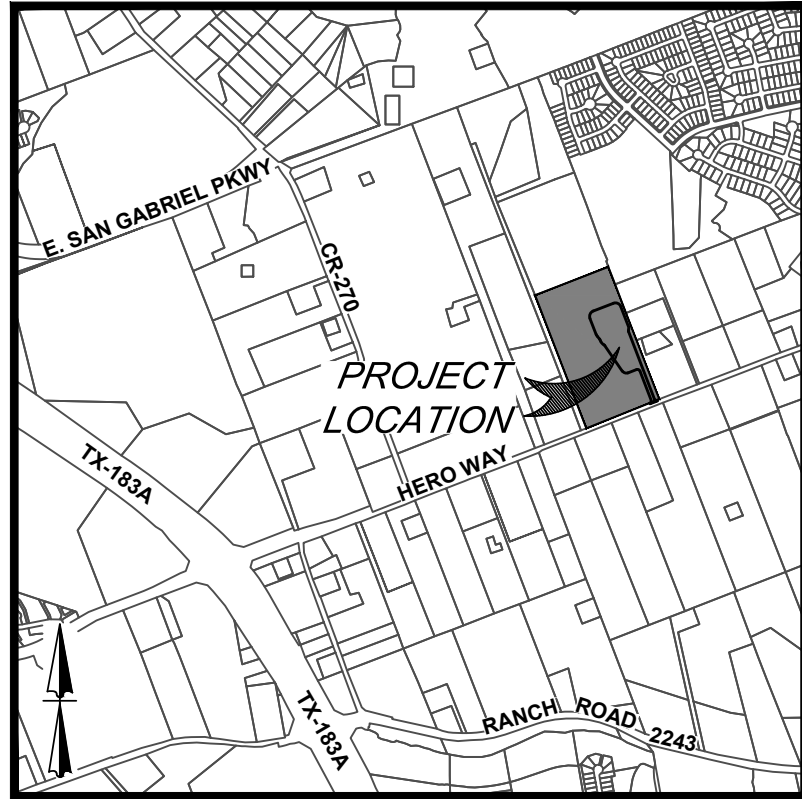
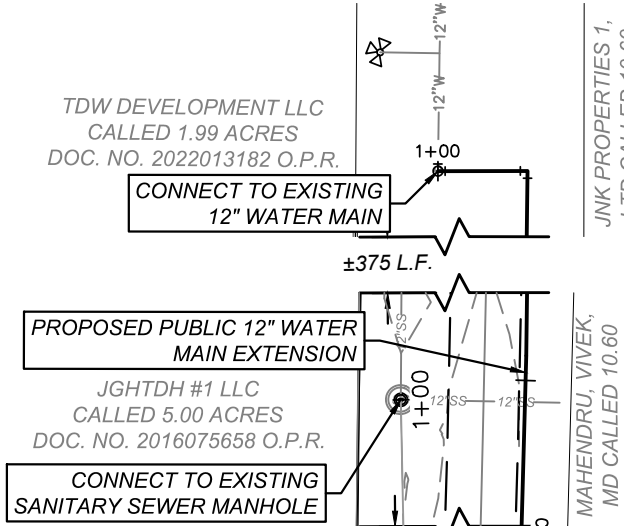
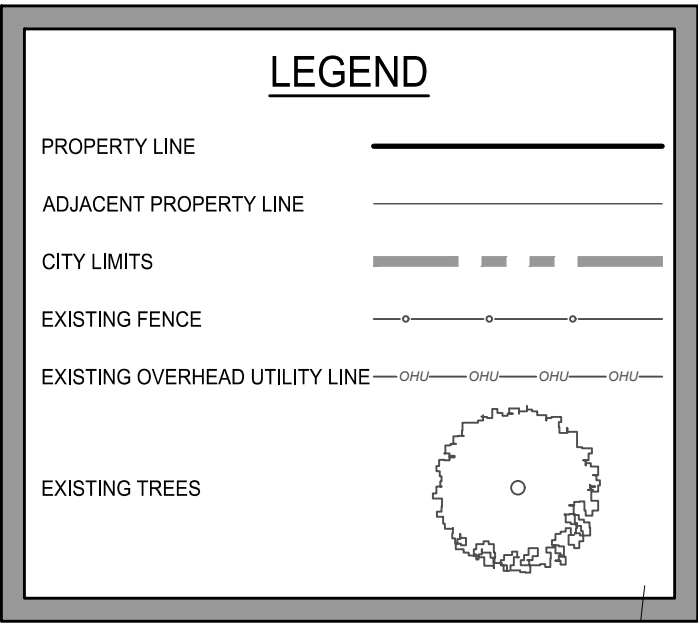
PERMIT SET - 8/18/22

PROPERTY INFORMATION

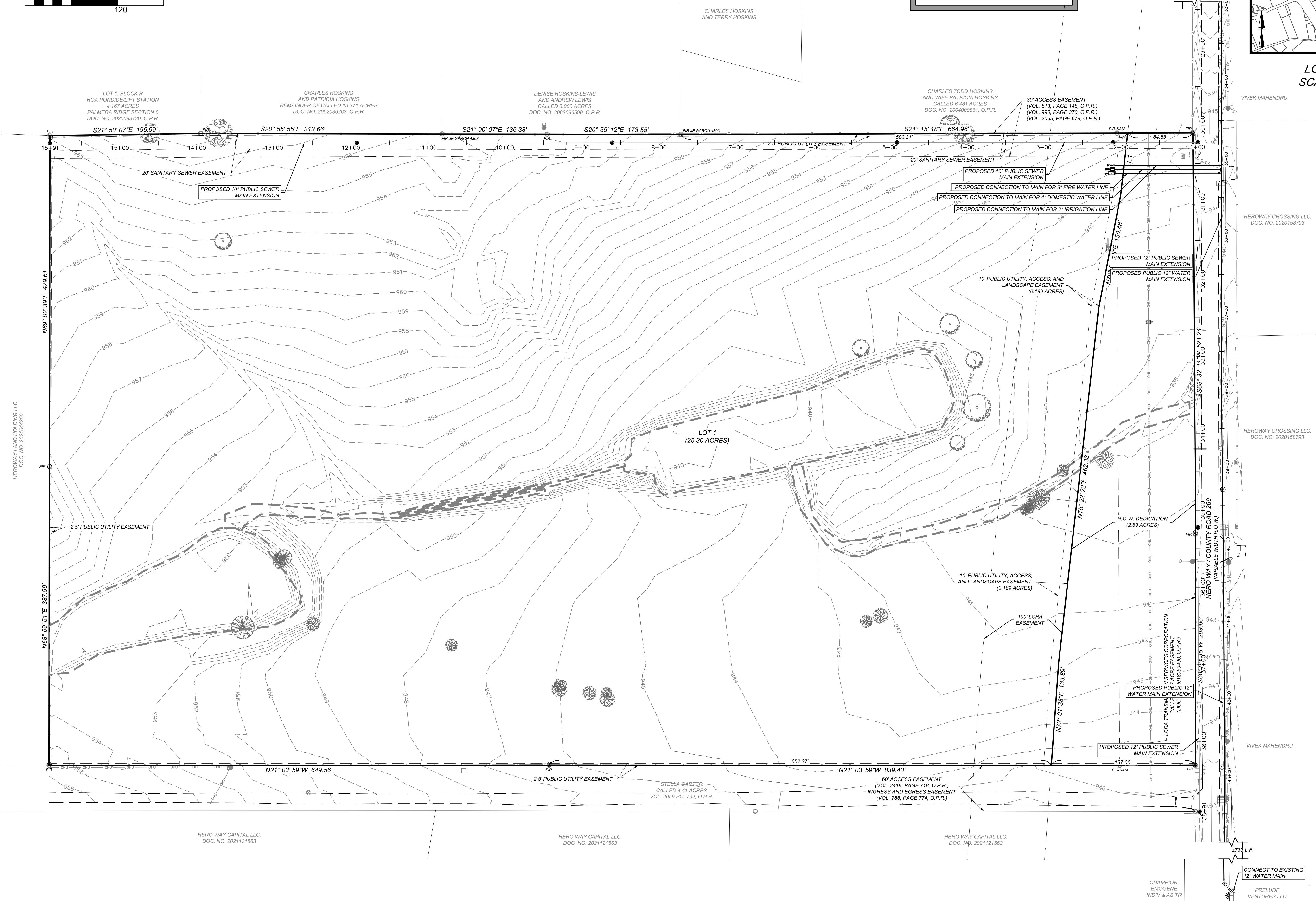
STATIC PRESSURE: 74 P.S.I.

UTILITY DEMAND: FIRE FLOW: 5250 GPM / 4 HOUR DURATION
DOMESTIC WATER SERVICE: 135 GPM
SANITARY SEWER: 269 DFL
NATURAL GAS: NO GAS SERVICE REQUIRED.
ELECTRICAL LOAD CALCS ARE SHOWN
BELOW, APPROXIMATELY 800 KVA PER NEC.

ELECTRICAL LOAD ANALYSIS AT PANEL "DP"			
277480V, 200-400			
NEW LOADS		2020 NEC	KVA
LIGHTING	DIMMERIFIED INTERIOR LIGHTING LOAD	26,700 VA	220.12
	DIMMERIFIED EXTERIOR LIGHTING LOAD	12,615 VA	220.12
POWER	RECEPTACLES	118,400 VA	220.44
	MISCELLANEOUS	37,740 VA	220.14
	KITCHEN	35,000 VA	220.56
			35.5
HVAC	COOLING	502,100 VA	220.60
	HEATING	602,800 VA	110.0
	FANS	16,000 VA	15.0
	MOTORS	58,200 VA	89.2
	10% LARGEST MOTOR	2,500 VA	2.5
PLUMBING	10 HP		
	VODER HEATERS	45,100 VA	45.2
		110.0V	87.3
		101V/L AMPS	1008.6
		120V/PHASE	1333.9
		SERVICE SIZE	1,000
		SERVICE AMPLACITY	275.5



LOCATION MAP
SCALE: 1" = 2,000'



HARMONY PUBLIC SCHOOLS
HERO WAY, LEANDER, TEXAS
OVERALL IMPROVEMENTS

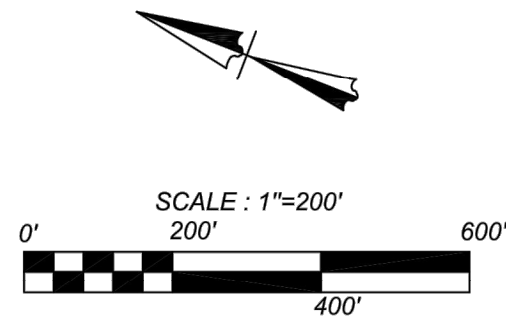
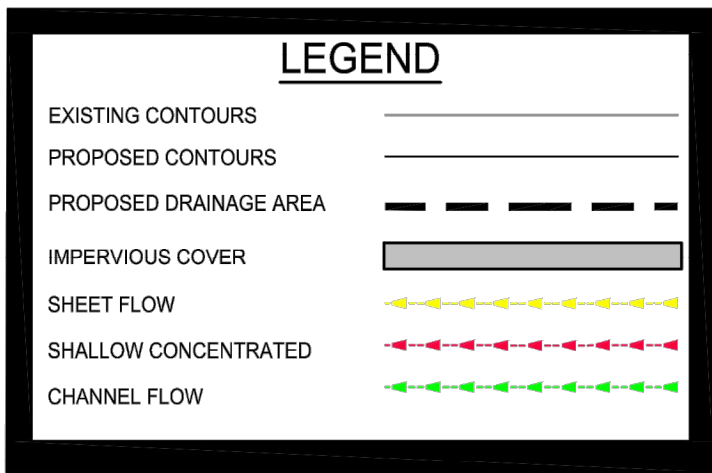
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Leander, TX 78641
Phone # (202) 978-8444 • Fax # (202) 978-8441
TBPE Firm # 9513 • TBPLS Firm # 1012200

ISSUE DATE	5/9/22
ADDITION 2	5/19/22
ADDITION 3	
REVISIONS	
1	
2	

JOB NO. 874-03-02
DATE: SEPTEMBER 2022
DRAWN: AB CHECKED: MH
SHEET NUMBER:

5 OF 11

PERMIT SET - 8/18/22



KFW
KIEWIT FIRM, INC.
10000 W. 10TH AVE., SUITE 100
DENVER, CO 80231
TEL: 303.733.1000 FAX: 303.733.1001
WWW.KIEWITFIRM.COM

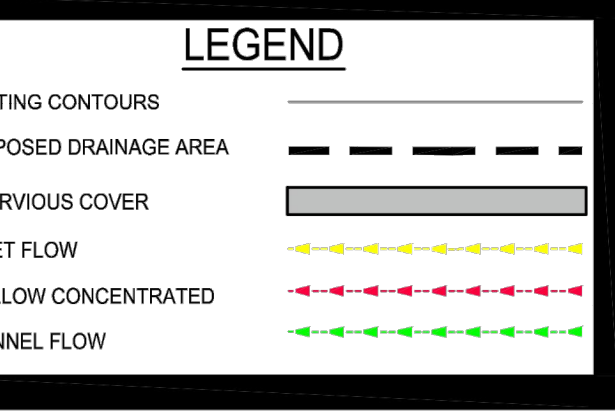
HARMONY PUBLIC SCHOOLS - PHASE 1
HERO WAY, LEANDER, TEXAS
PROPOSED SITE DRAINAGE AREA MAP
EX-6A

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

TIME OF CONCENTRATION

WEIGHTED CN VALUE DA E-1			
AREA IN ACRES	CN-VALUE	SOIL GROUP	COVER TYPE
RESIDENTIAL AREA			
52.47	84	D	GRASS FAIR CONDITION
64.12	98	D	PAVED PARKING LOTS,
UNDEVELOPED AREA			
208.49	84	D	GRASSLAND OR RANGE
1.52	98	D	PAVED PARKING LOTS,
WEIGHTED	87	E-1	

CN VALUE



EXISTING RUNOFF CONDITIONS - ATLAS 14 (FLOWS FROM HEC-HMS OUTPUT)							
DRAINAGE	ACRES	SQUARE MILES	CN	2 YEAR	10 YEAR	25 YEAR	100 YEAR
E-1	326.60	0.5103	87	732.6	1248.4	1400.7	2236.0

RUNOFF CONDITIONS

EXISTING RUNOFF CONDITIONS - ATLAS 14 (FLOWS FROM HEC-HMS OUTPUT)							
DRAINAGE	ACRES	SQUARE MILES	CN	2 YEAR	10 YEAR	25 YEAR	100 YEAR
E-1	326.60	0.5103	87	732.6	1248.4	1400.7	2236.0

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
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Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

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	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

Drainage Area	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW			TOTAL/AREA	Tc Lag
	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
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	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

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Existing															
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E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

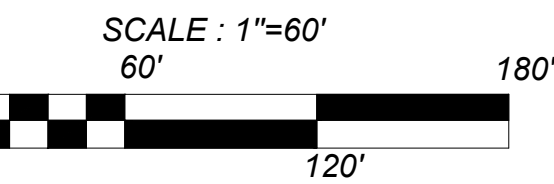
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	n	L (ft)	P ₂ (in)	s %	T _c (min)	Paved/Unpaved	V (ft/s)	L (ft)	s %	T _c (min)	L (ft)	V (ft/s)	T _c (min)		
Existing															
E-1	0.015	100	4.06	0.50	2.40	paved	2.04	1795	1.00	14.70	4847	6	13.46	31	18

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File: L:\04\03\02\Design\Concept\Plan\040302.dwg

HEROWAY LAND HOLDING LLC
DOC. NO. 2021044255

N68° 02' 39"E 429.61'

N68° 59' 51"E 367.99'



CAPACITY AND DEMAND ANALYSIS:

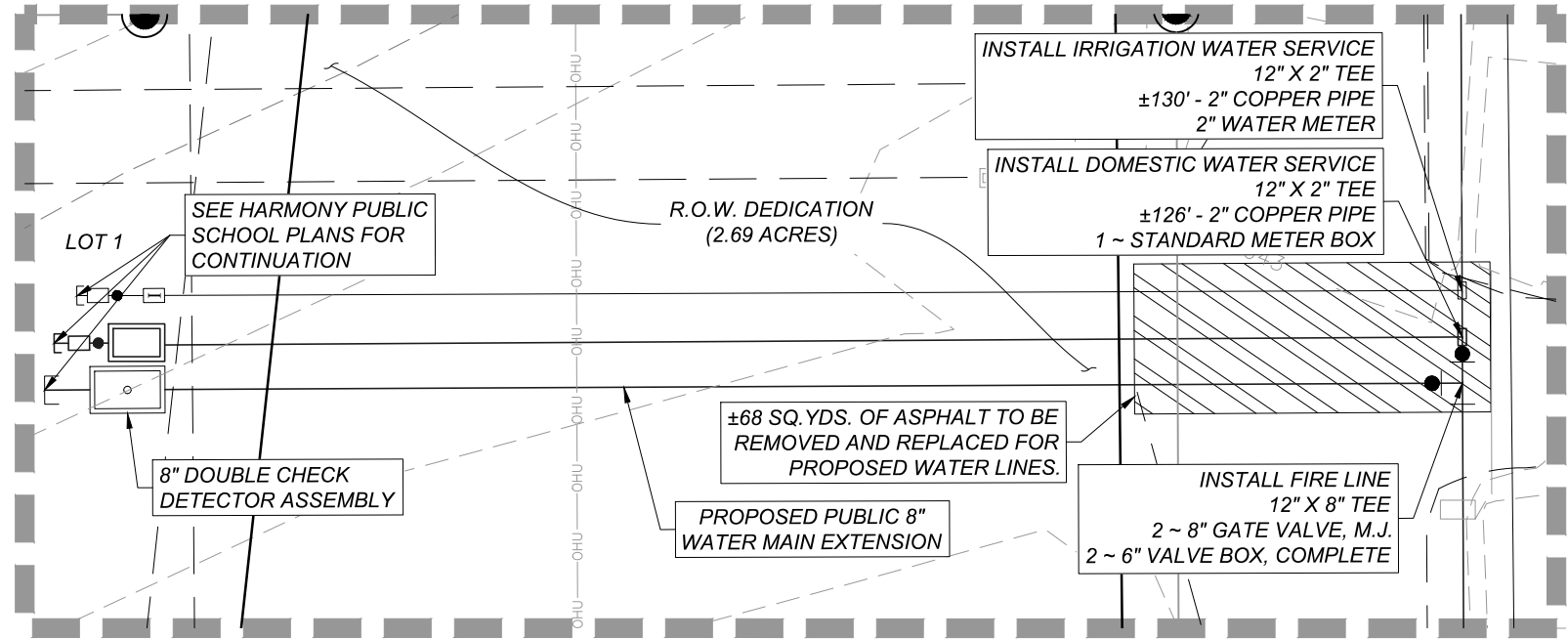
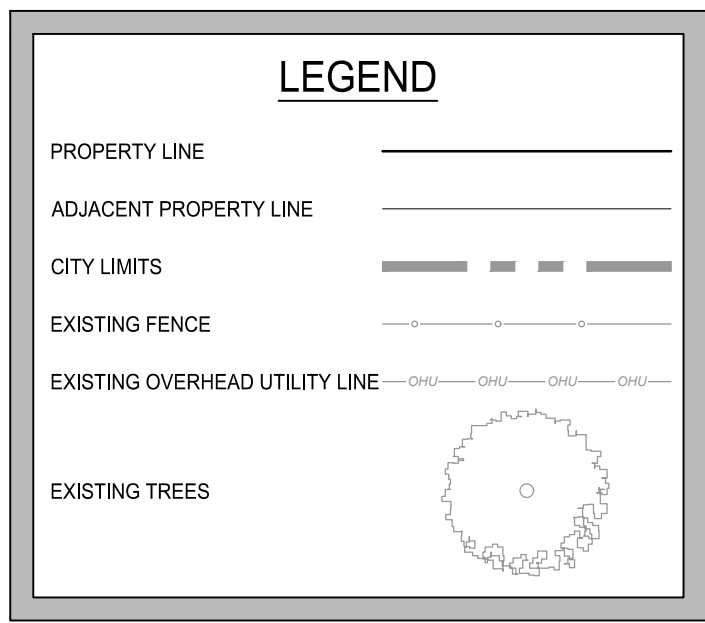
- PHASE 1
- MINIMUM PRESSURE = 56 PSI (1089 HGL)
 - MAXIMUM PRESSURE = 76 PSI (1136 HGL)
 - FIRE FLOW AVAILABLE = 3613 GPM AT 20 PSI RESIDUAL
- PHASE 2
- MINIMUM PRESSURE = 60 PSI (1089 HGL)
 - MAXIMUM PRESSURE = 80 PSI (1136 HGL)
 - FIRE FLOW AVAILABLE = 3723 GPM AT 20 PSI RESIDUAL

PRESSURE NOTE:

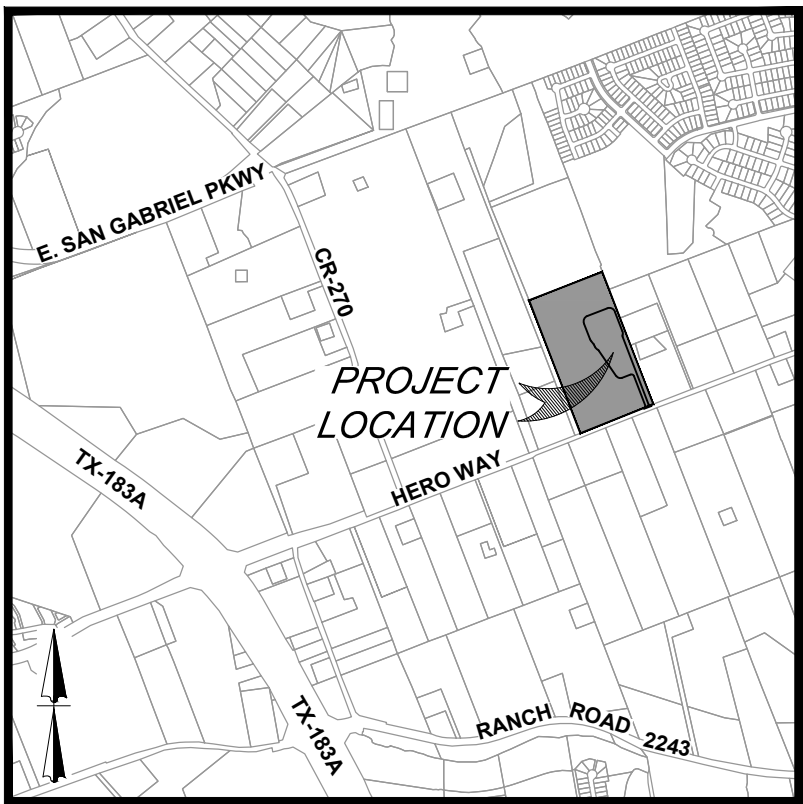
STATIC PRESSURE: 74 PSI
PRV REQUIRED: NO

FIRE HYDRANT NOTE:

FIRE HYDRANTS WILL BE PROPOSED AND INSTALLED WITH THE CONSTRUCTION PLANS AT A SPACING AGREED UPON WITH BOTH THE LEANDER ENGINEERING DEPARTMENT AND LEANDER FIRE MARSHAL'S OFFICE



DETAIL "A"
SCALE: 1"= 10'



LOCATION MAP
SCALE: 1"= 2,000'

MATCHLINE SEE SHEET 8

MATCHLINE
SEE THIS SHEET

MATCHLINE
SEE THIS SHEET

HARMONY PUBLIC SCHOOLS
HERO WAY, LEANDER, TEXAS
OVERALL WATER PLAN

JOB NO. 874-03-02
DATE: SEPTEMBER 2022
DRAWN: AB CHECKED: MH
SHEET NUMBER:

ISSUE DATE:
REVISIONS:

KFW
ENGINEERS + SURVEYING
1000 West 10th Street, Suite 100
Leander, TX 78641
Phone #: (202) 978-8444 • Fax #: (202) 978-8441
TBPE Firm #: 9513 • TBPLS Firm #: 1012200

CAPACITY AND DEMAND ANALYSIS:

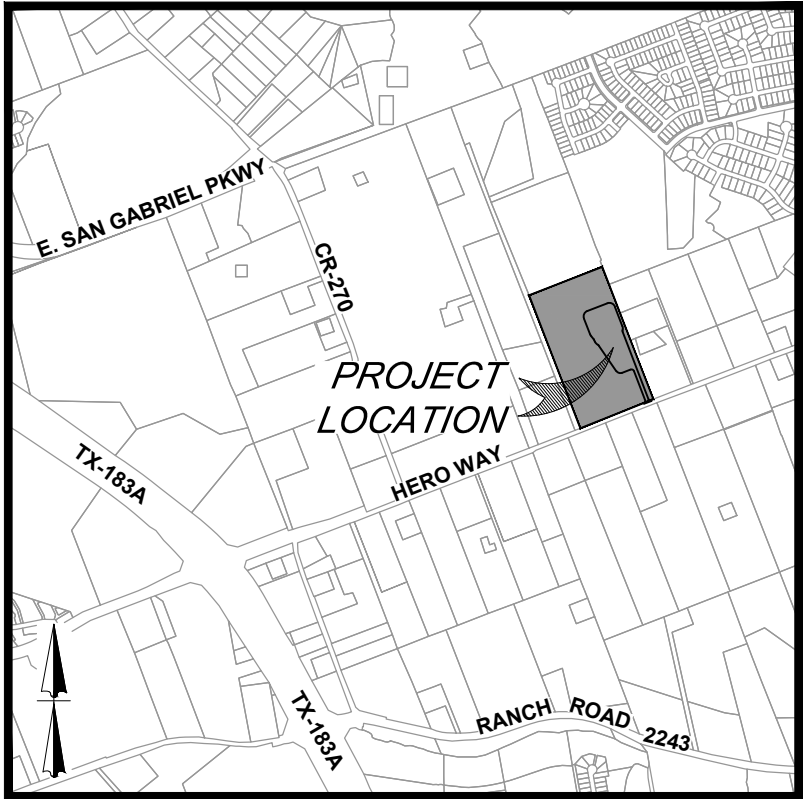
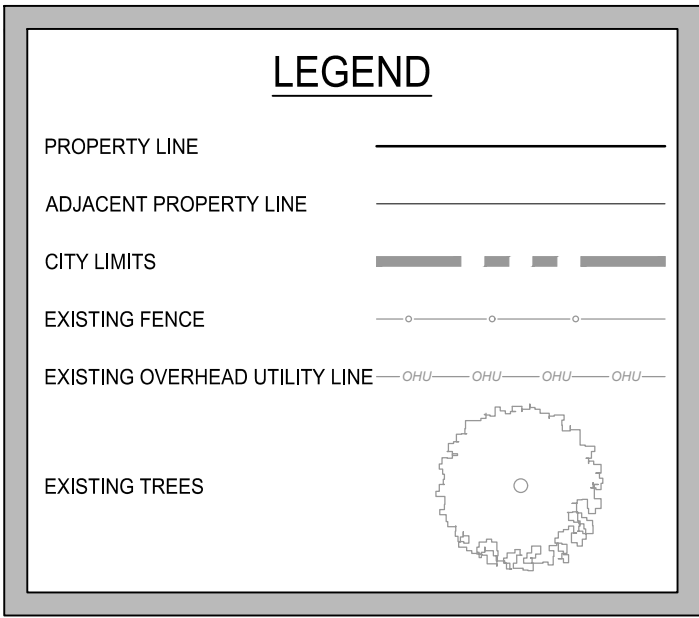
- PHASE 1
- MINIMUM PRESSURE = 56 PSI (1089 HGL)
 - MAXIMUM PRESSURE = 75 PSI (1136 HGL)
 - FIRE FLOW AVAILABLE = 3613 GPM AT 20 PSI RESIDUAL
- PHASE 2
- MINIMUM PRESSURE = 60 PSI (1089 HGL)
 - MAXIMUM PRESSURE = 80 PSI (1136 HGL)
 - FIRE FLOW AVAILABLE = 3723 GPM AT 20 PSI RESIDUAL

PRESSURE NOTE:

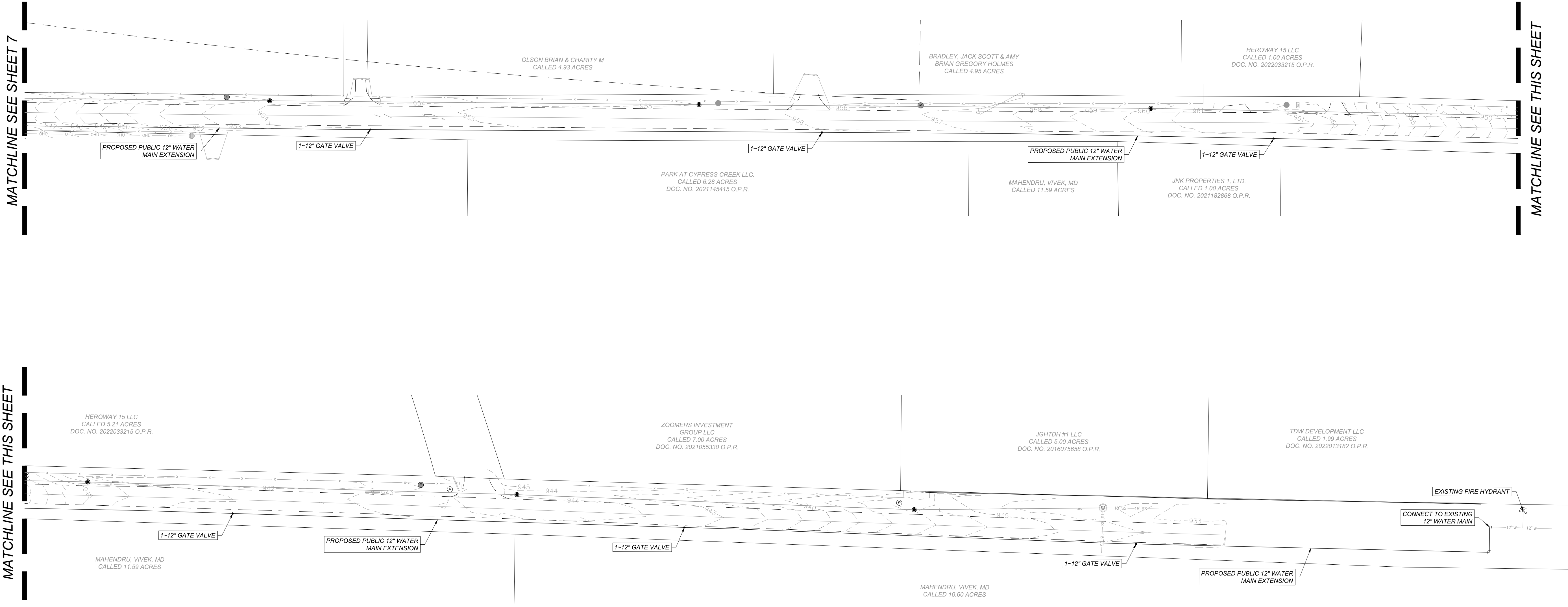
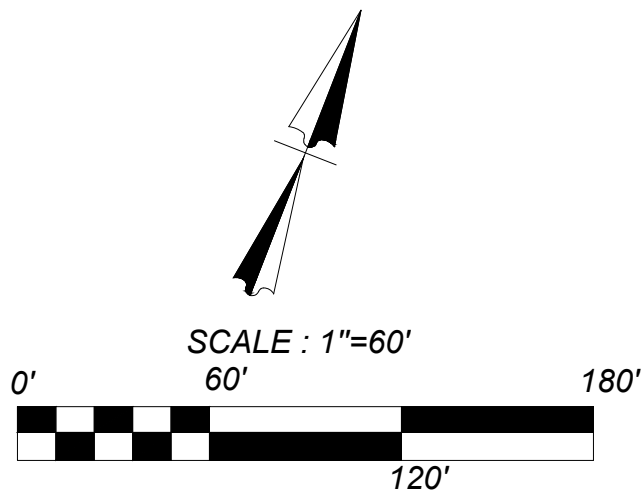
STATIC PRESSURE: 74 PSI
PRV REQUIRED: NO

FIRE HYDRANT NOTE:

FIRE HYDRANTS WILL BE PROPOSED AND INSTALLED WITH THE CONSTRUCTION PLANS AT A SPACING AGREED UPON WITH BOTH THE LEANDER ENGINEERING DEPARTMENT AND LEANDER FIRE MARSHAL'S OFFICE



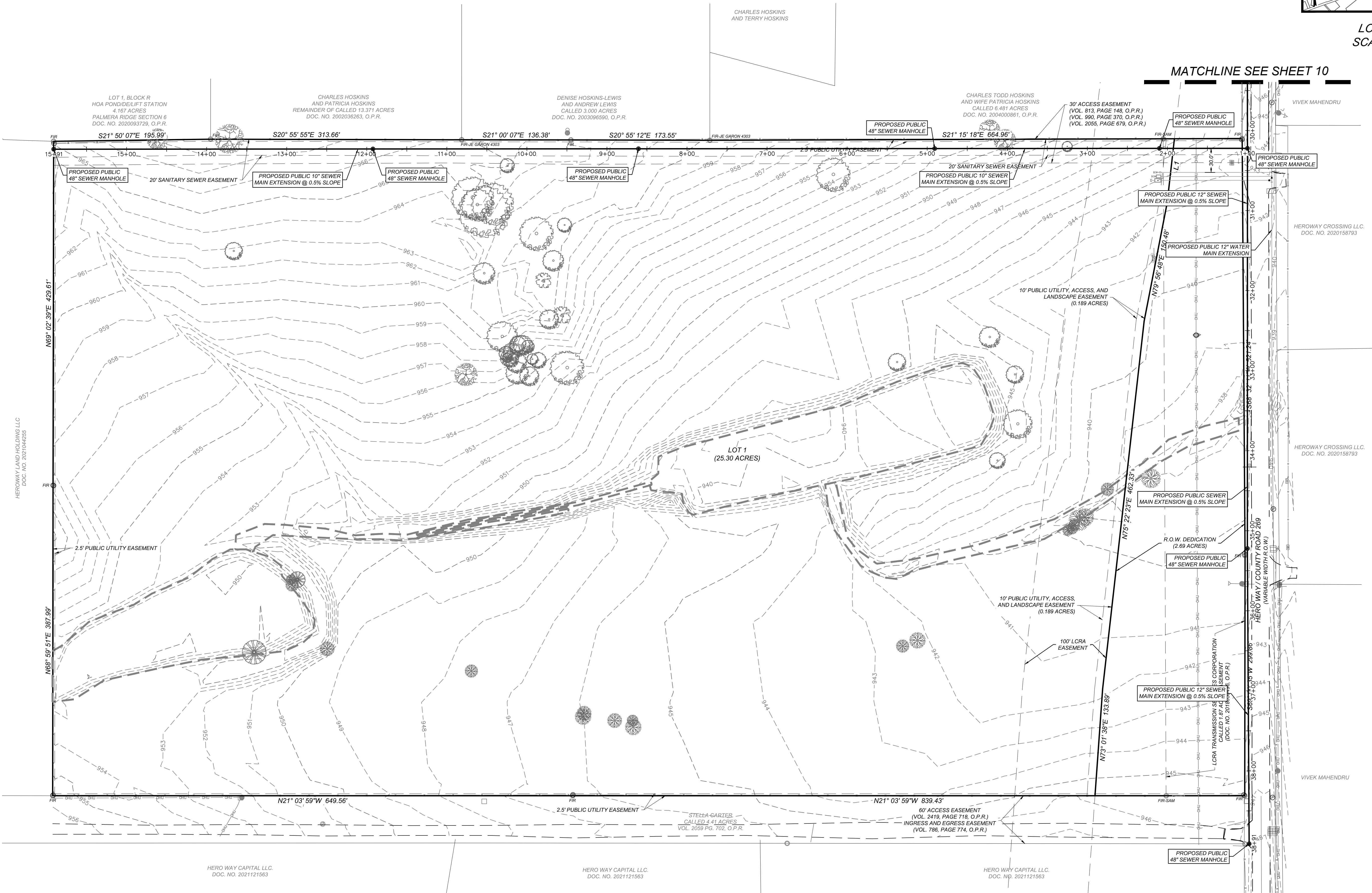
LOCATION MAP
SCALE: 1" = 2,000'



HARMONY PUBLIC SCHOOLS
HERO WAY, LEANDER, TEXAS
OVERALL WATER PLAN

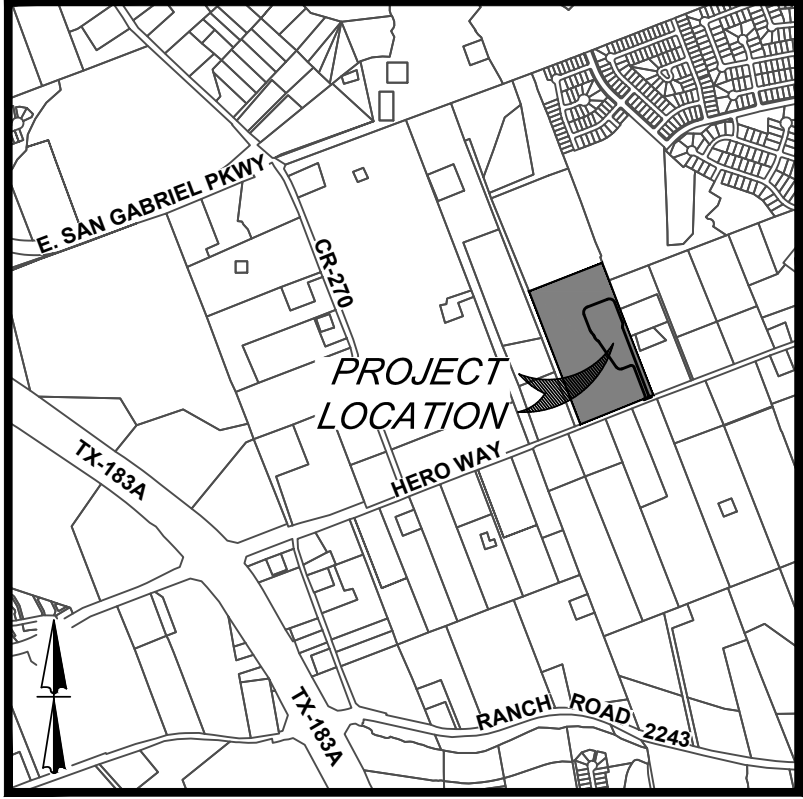
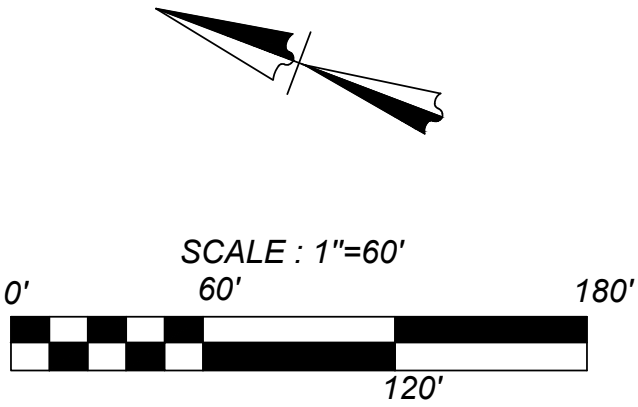
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DATE: SEPTEMBER 2022
DRAWN: AB CHECKED: MH
SHEET NUMBER:

Date: Nov 22, 2022, 11:18am User ID: abustios
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LEGEND

PROPERTY LINE
ADJACENT PROPERTY LINE
CITY LIMITS
EXISTING FENCE
EXISTING OVERHEAD UTILITY LINE
EXISTING TREES



LOCATION MAP
SCALE: 1" = 2,000'

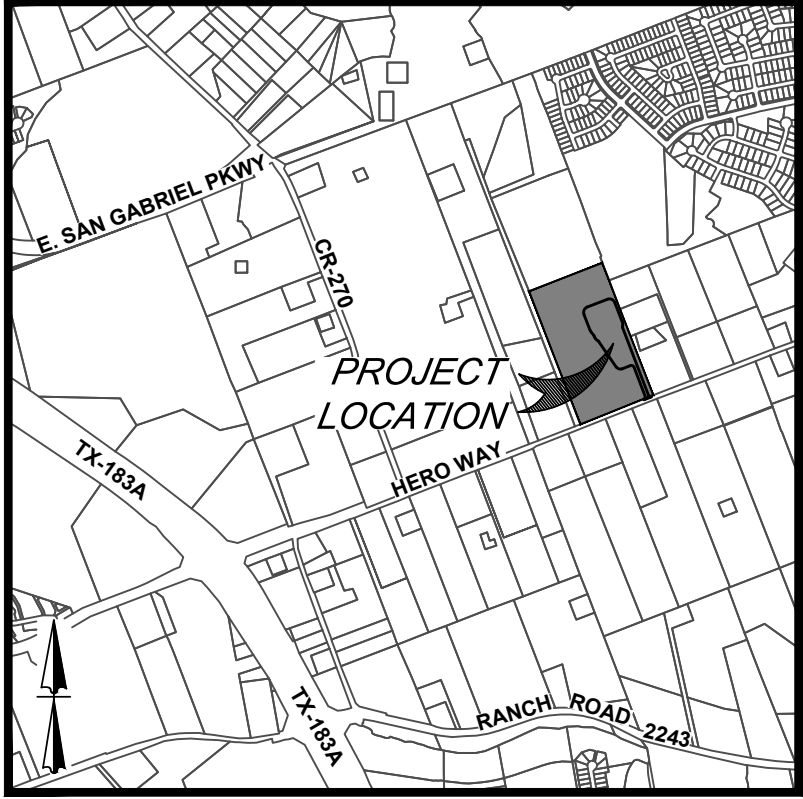
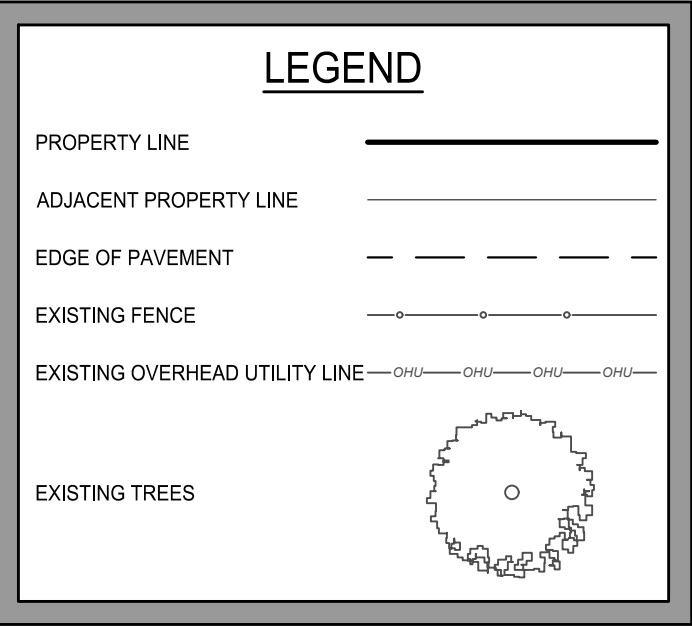
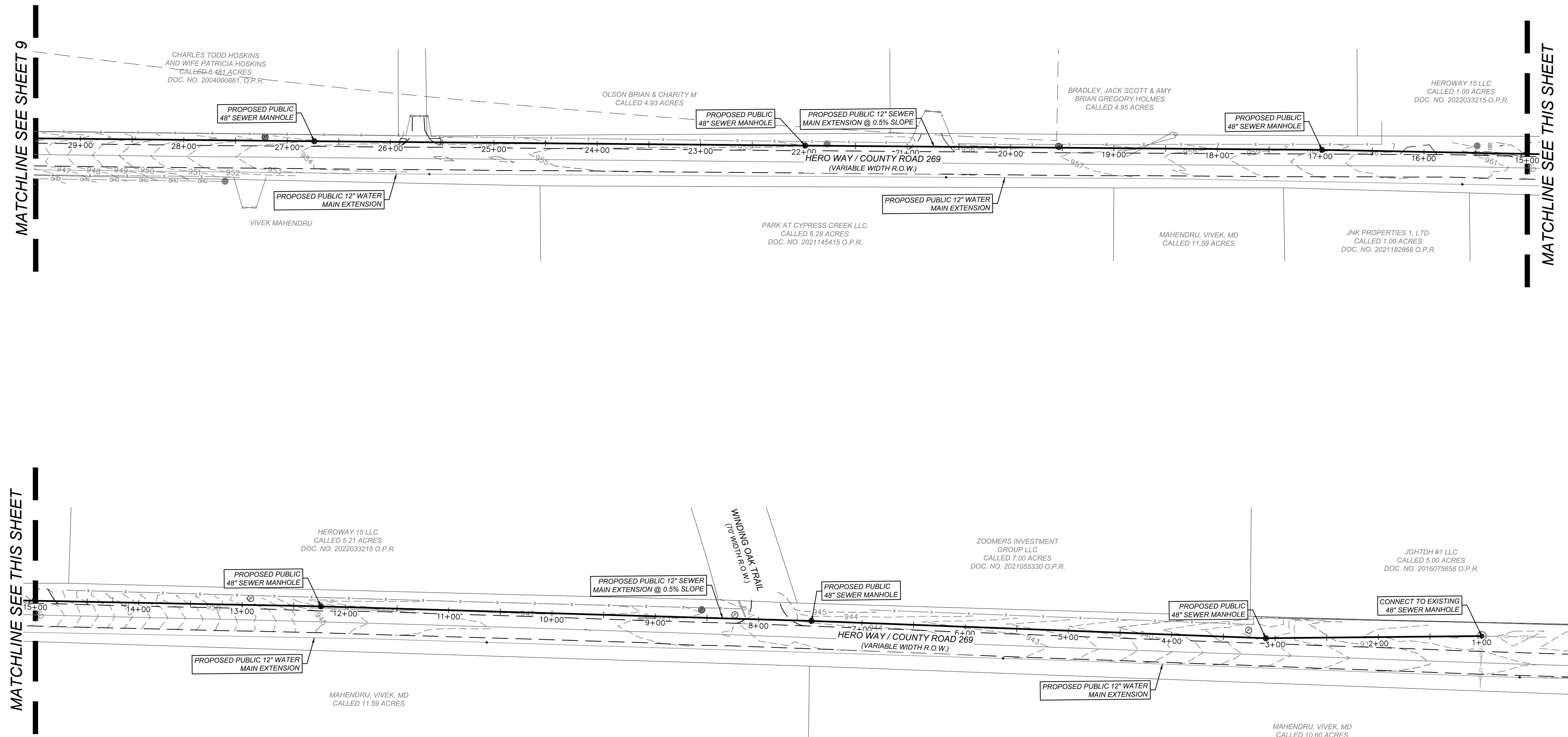
MATCHLINE SEE SHEET 10

HARMONY PUBLIC SCHOOLS
HERO WAY, LEANDER, TEXAS
OVERALL SEWER PLAN

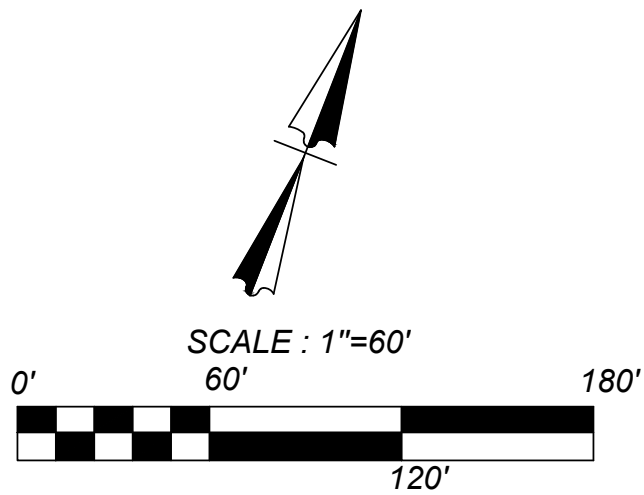
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REVISIONS:

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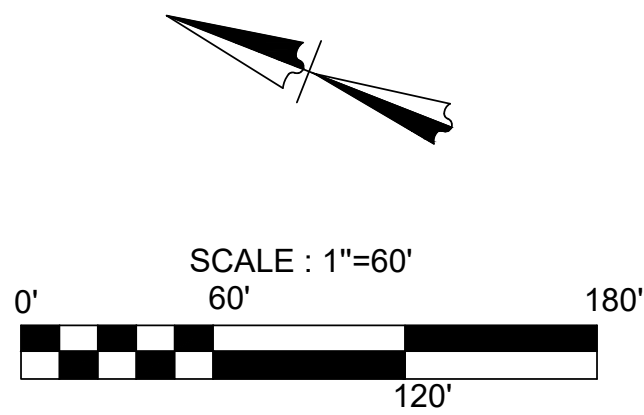
LOCATION MAP
SCALE: 1" = 2,000'



HARMONY PUBLIC SCHOOLS
HERO WAY, LEANDER, TEXAS
OVERALL SEWER PLAN

JOB NO. 874-03-02
DATE: SEPTEMBER 2022
DRAWN: AB CHECKED: MH
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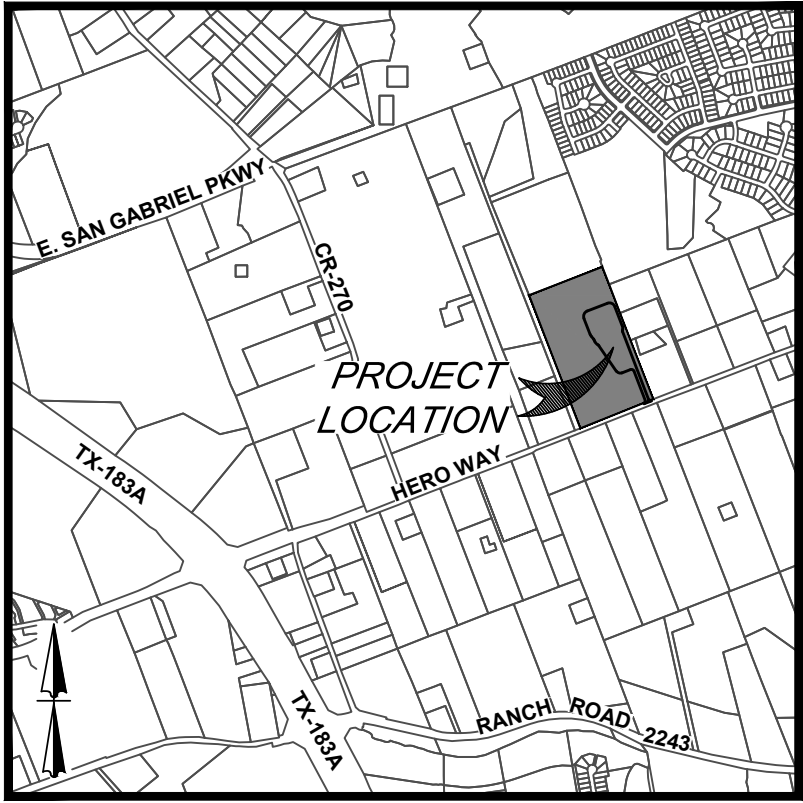
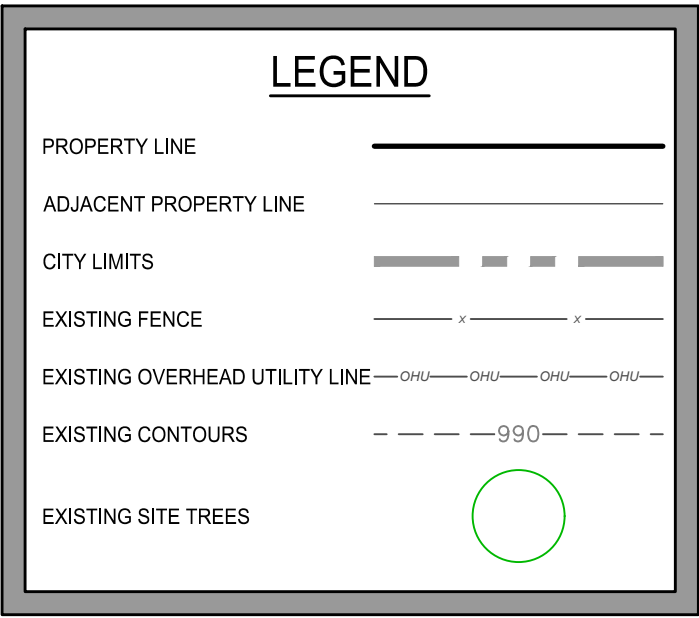


NOTES:

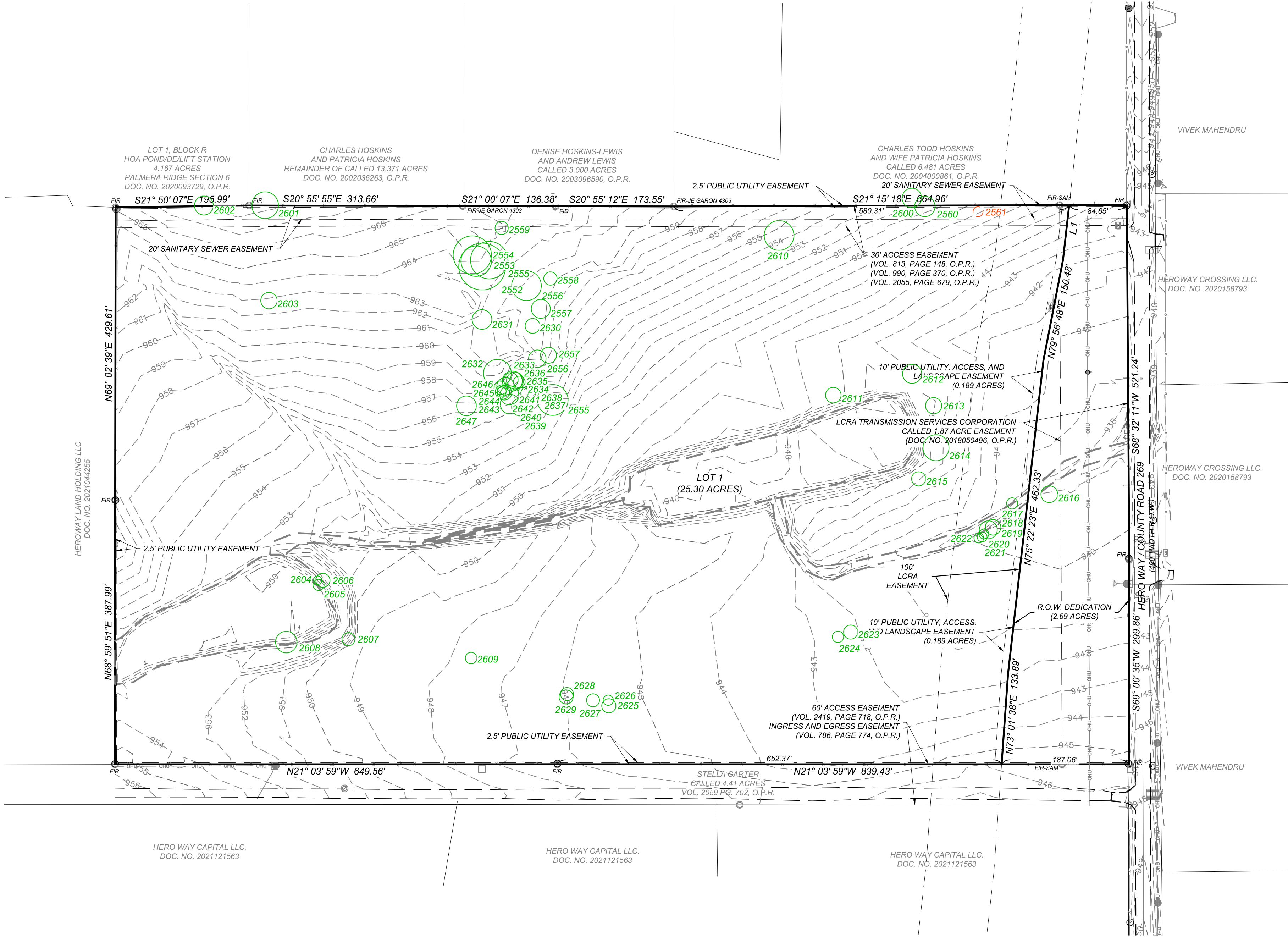
DATE OF TREE SURVEY: 8/30/21

NO HERITAGE TREES ARE PROPOSED FOR REMOVAL.

NO EXISTING TREES TO BE REMOVED AS A RESULT OF PUBLIC IMPROVEMENTS.



LOCATION MAP
SCALE: 1" = 2,000'



TREE TABLE								
POINT	SPECIES	DIAMETER (IN)	RADIUS (IN)	CRITICAL ROOT ZONE AREA (SQ FT)	REMOVED	PROTECTED	HERITAGE	REASON FOR REMOVAL
2552	LIVE OAK	32	16	804.57	0		32	
2553	LIVE OAK	20	10	314.29	0	20		
2554	LIVE OAK	26	13	531.14	0		26	
2555	LIVE OAK	26	13	531.14	0		26	
2556	LIVE OAK	34.5	17.25	935.20	0		34.5	
2557	SPANISH OAK	17.75	8.875	247.55	0	17.75		
2558	SPANISH OAK	12	6	113.14	0	12		
2559	SPANISH OAK	12	6	113.14	0	12		
2560	CEDAR	13.5	6.75	143.20	0	13.5		
2561	LIVE OAK	6.5	3.25	33.20	6.5			
2600	CEDAR	13	6.5	132.79	0	13		
2601	CEDAR	25.5	12.75	510.91	0	25.5		
2602	CEDAR	13	6.5	132.79	0	13		
2603	LIVE OAK	11	5.5	95.07	0	11		
2604	ELM	6	3	28.29	0	6		
2605	ELM	8	4	50.29	0	8		
2607	ELM	9	4.5	63.64	0	9		
2609	ELM	15	7.5	176.79	0	15		
2610	LIVE OAK	27.5	13.75	594.20	0		27.5	
2611	LIVE OAK	11	5.5	95.07	0	11		
2612	LIVE OAK	13	6.5	132.79	0	13		
2613	LIVE OAK	11	5.5	95.07	0	11		
2614	LIVE OAK	18	9	254.57	0	18		
2615	LIVE OAK	17.5	8.75	240.63	0	17.5		
2616	ELM	12	6	113.14	0	12		
2617	ELM	8	4	50.29	0	8		
2618	ELM	11	5.5	95.07	0	11		
2619	ELM	17	8.5	227.07	0	17		
2620	ELM	10.5	5.25	86.63	0	10.5		
2621	ELM	7	3.5	38.50	0	7		
2622	ELM	10.5	5.25	86.63	0	10.5		
2623	ELM	10	5	78.57	0	10		
2624	ELM	15	7.5	176.79	0	15		
2625	ELM	10	5	78.57	0	10		
2626	ELM	7	3.5	38.50	0	7		
2627	ELM	13.5	6.75	143.20	0	13.5		
2628	ELM	15.5	7.75	188.77	0	15.5		
2629	ELM	18	9	254.57	0	18		
2630	PECAN	18	9	254.57	0	18		
2631	SPANISH OAK	13.5	6.75	143.20	0	13.5		
2632	LIVE OAK	19	9.5	283.64	0	19		
2633	LIVE OAK	10	5	78.57	0	10		
2634	LIVE OAK	13	6.5	132.79	0	13		
2635	LIVE OAK	12	6	113.14	0	12		
2636	LIVE OAK	8	4	50.29	0	8		
2637	LIVE OAK	7	3.5	38.50	0	7		
2638	LIVE OAK	25.5	12.75	510.91	0	25.5		
2639	LIVE OAK	12	6	113.14	0	12		
2640	LIVE OAK	14	7	154.00	0	14		
2641	LIVE OAK	13	6.5	132.79	0	13		
2642	LIVE OAK	10	5	78.57	0	10		
2644	LIVE OAK	6	3	28.29	0	6		
2645	LIVE OAK	9	4.5	63.64	0	9		
2646	LIVE OAK	15.5	7.75	188.77	0	15.5		
2647	MESQUITE	19	9.5	283.64	0	19		
2655	LIVE OAK	21	10.5	346.50	0	21		
2656	LIVE OAK	22.5	11.25	397.77	0	22.5		
2657	PECAN	11	5.5	95.07	0	11		
				TOTAL	6.5			
				REQUIRED MITIGATION	0			

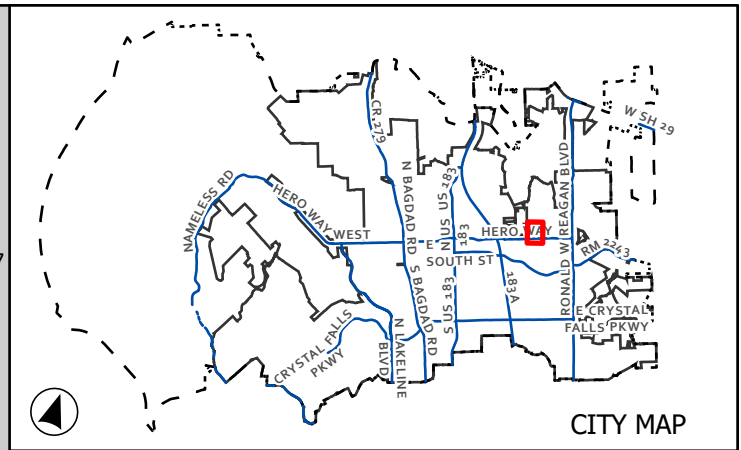
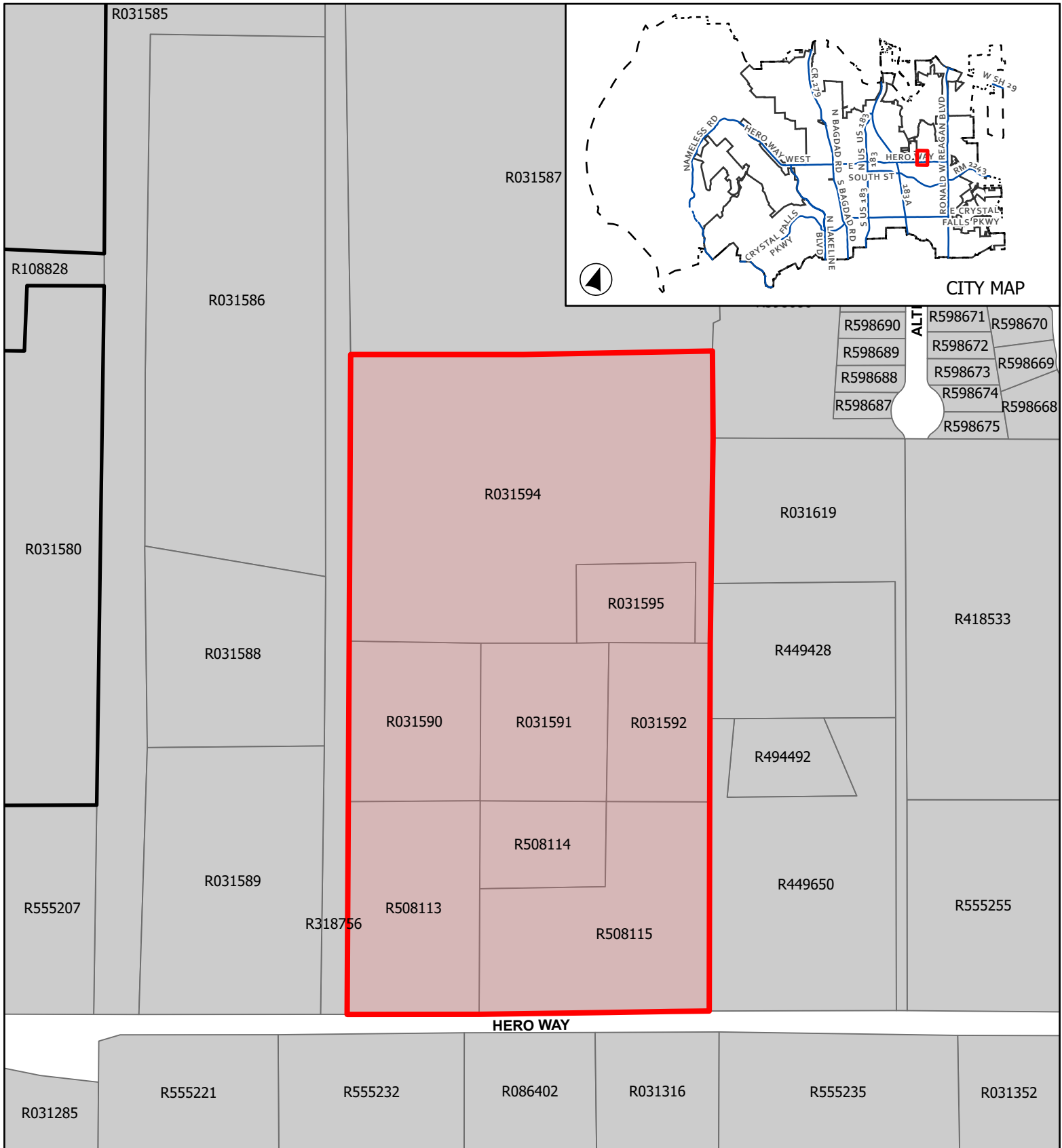
ISSUE DATE:

REVISIONS:

HARMONY PUBLIC SCHOOLS
HERO WAY, LEANDER, TEXAS
TREE PROTECTION PLAN

JOB NO. 874-03-02
DATE: SEPTEMBER 2022
DRAWN: AB CHECKED: MH

SHEET NUMBER:



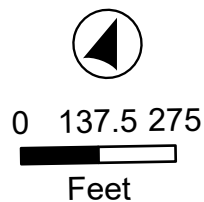
CASE: CP-22-0011
& PP-22-0013

ATTACHMENT 2

HARMONY PUBLIC SCHOOL

Location Map

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



- City Limits
- Subject Boundary
- ETJ Boundary



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Receive presentation and accept the Annual Financial Report for fiscal year ending September 30, 2022, from external auditor, Patillo Brown and Hill, LLP.

BACKGROUND:

The City's external auditor, Patillo Brown and Hill, LLP, has completed the annual audit for fiscal year ending September 30, 2022 and will be present to review the report with the City Council.

RECOMMENDATION:

Accept Annual Financial Report for the year ending September 30, 2022.

PRESENTER:

Jodi Levie, Assistant Finance Director
Robert G. Powers, Executive Director of Finance
Paula Lowe, Audit Partner

Attachments

1. Draft Annual Financial Report 2022
-

DRAFT



Annual Financial Report

FOR THE YEAR ENDED
September 30, 2022

City of Leander, Texas

**CITY OF LEANDER, TEXAS
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

Prepared by:

City of Leander Finance Department

Robert Powers, Executive Director of Finance

Jodi Levie, Assistant Director of Finance



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TABLE NUMBER

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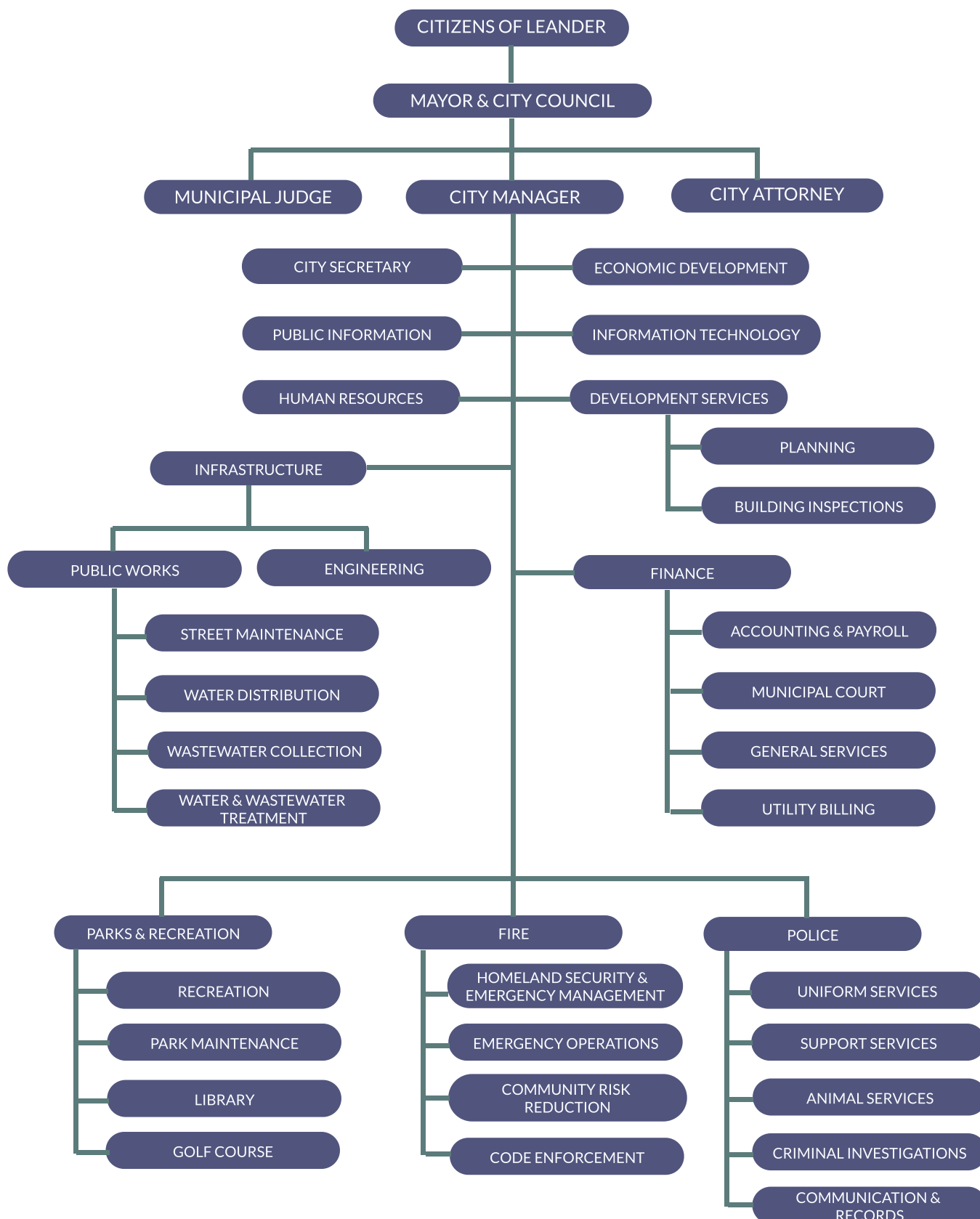
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INTRODUCTORY SECTION

CITY OF LEANDER, TEXAS
ORGANIZATION CHART
FISCAL YEAR 2022





Elected Officials

Christine DeLisle	Mayor
Kathryn Pantalion-Parker	Place 1
Esme Mattke Longoria	Place 2
David McDonald	Place 3
Na’Cole Thompson	Mayor Pro Tem
Chris Czernek	Place 5
Becki Ross	Place 6

Appointed Officials

Richard B. Beverlin, III	City Manager
Paige Saenz	City Attorney
Cathleen R. Riedel	Presiding Judge
Mark Goodner	Associate Judge
Jana K. McCown	Associate Judge

Directors

Michael Neu	Chief of Staff
Dara Crabtree	City Secretary
Robin Griffin	Executive Director of Development Services
Daniel Grimsbo	Executive Director of Infrastructure
Emily Truman	City Engineer
Robert Powers	Executive Finance Director
Ashley Lunde	Interim Economic Development Director
Billy Wusterhausen	Fire Chief
Christy Davis	Human Resources Director
Paul Preston	Information Technology Director
Mark Tummons	Parks & Recreation Director
Greg Minton	Chief of Police
Gina Ellison	Public Works Director



Leander City Council



Esme Mattke Longoria
Place 2



Kathryn Pantalione-Parker
Place 1



Christine DeLisle
Mayor



Na'Cole Thompson
Mayor Pro Tem



Becki Ross
Place 6



David McDonald
Place 3



Chris Czernek
Place 5

FINANCIAL SECTION





INDEPENDENT AUDITOR'S REPORT

Honorable Mayor
and City Council of the
City of Leander, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Leander, Texas, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Leander, Texas, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Brushy Creek Regional Utility Authority, which represent 2.8 percent, 3.5 percent, and 42.3 percent, respectively, of the assets, net position, and expenses of the Utility Fund, and 2.8 percent, 3.4 percent, and 38.5 percent, respectively, of the assets, net position, and expenses of the business-type activities. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Brushy Creek Regional Utility Authority, is based solely on the report of the other auditors.

Basis for Opinions

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

Emphasis of Matter - Change of Accounting Principle

As discussed in the notes to the financial statements, in the year ending September 30, 2022, the City adopted new accounting guidance, Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*. Our opinions are not modified with respect to this matter.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Responsibilities of Management for the Financial Statements

The City of Leander, Texas management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Leander, Texas ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibility for the Audit of the Financial Statements

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

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension and OPEB schedules, as presented in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining statements and schedule are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining statements and schedule are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated [REDACTED], 2023, on our consideration of the City of Leander, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Leander, Texas' internal control over financial reporting and compliance.

Waco, Texas
[REDACTED], 2023



**MANAGEMENT'S
DISCUSSION AND ANALYSIS**

As Management of the City of Leander, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2022. It should be read in conjunction with the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the fiscal year ended September 30, 2022, by \$844,955,523 (net position). Of this amount, \$85,218,297 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$149,732,482 for the year ended September 30, 2022. A large portion of this increase is due to capital contributions from developers and an increase in charges for services revenue due to growth.
- As of September 30, 2022, the City's governmental funds reported combined ending fund balances of \$91,688,148, an increase of \$18,554,061 in comparison with the prior fiscal year. This increase is due to a combination of increased revenues in property taxes, sales taxes, charges for service and development services revenues as well as issuance of bonds.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$17,733,185 or 34.16% of total General Fund expenditures. The City's fund balance policy requires the General Fund's fund balance to be a minimum of 25% of the annual operating budget of the City.
- As of the close of the current fiscal year, the City's proprietary funds reported combined ending net position of \$417,234,514 an increase of \$64,492,140 in comparison with the prior year. Roughly, \$52 million of the increase is attributable to capital contributions from developers and impact fees paid to the City during the year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis serves as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected tax revenues and earned but unused vacation leave).

Both the government-wide financial statements distinguish functions of the City of Leander that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City of Leander include general government, public safety, public works, parks and recreation, and developmental services. The business-type activities of the City of Leander include water and wastewater services and the City's public golf course.

The government wide financial statements can be found on pages 14 – 15 of this report.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The *fund financial statements* provide detailed information about the most significant funds – not the City as a whole. Some funds are required to be established by state law and by bond covenants. However, the City establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants and other money. The City's two kinds of funds – governmental and proprietary – use different accounting approaches.

- **Governmental funds** – Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus on governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Leander maintains 13 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the General Fund, Debt Service Fund and the Capital Projects Fund, all of which are considered to be major funds. Data from the other ten (10) governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in the report.

The City adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget on page 65.

- **Proprietary funds** – The City maintains two Enterprise Funds, which are proprietary fund types. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City of Leander uses Enterprise Funds to account for its water and wastewater services and the City's public golf course.

The City's fund financial statements can be found on pages 16 – 25 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the basic financial statements on pages 26 – 63 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Leander, assets and deferred outflows exceeded liabilities and deferred inflows of resources by \$844,955,523 at the close of the most recent fiscal year.

The largest portion of the City's net position (80.27%) reflects its investment in capital assets (e.g. land, construction in progress, artwork and sculptures, buildings and improvements, equipment, infrastructure and system improvements, right to use equipment, and right to use buildings), less any related debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to its citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City of Leander's net position (9.64%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position*, \$85,218,297, may be used to meet the City's ongoing obligations to citizens and creditors.

As of September 30, 2022, and 2021, the City was able to report positive balances in all three categories of net position, both for the City as a whole, as well as for its separate governmental and business-type activities.

CITY OF LEANDER'S NET POSITION

	Governmental Activities		Business-type Activities		Totals	
	2022	2021	2022	2021	2022	2021
Current and other assets	\$ 111,170,332	\$ 89,259,334	\$ 147,926,843	\$ 112,329,666	\$ 259,097,175	\$ 201,589,000
Capital assets	<u>492,610,059</u>	<u>413,213,326</u>	<u>369,409,388</u>	<u>324,356,659</u>	<u>862,019,447</u>	<u>737,569,985</u>
Total assets	<u>603,780,391</u>	<u>502,472,660</u>	<u>517,336,231</u>	<u>436,686,325</u>	<u>1,121,116,622</u>	<u>939,158,985</u>
Deferred outflows of resources	<u>3,884,309</u>	<u>3,783,662</u>	<u>1,082,835</u>	<u>1,098,728</u>	<u>4,967,144</u>	<u>4,882,390</u>
Long-term liabilities	157,644,764	146,617,251	91,593,619	64,434,609	249,238,383	211,051,860
Other liabilities	<u>19,498,874</u>	<u>16,189,783</u>	<u>8,758,374</u>	<u>20,462,880</u>	<u>28,257,248</u>	<u>36,652,663</u>
Total liabilities	<u>177,143,638</u>	<u>162,807,034</u>	<u>100,351,993</u>	<u>84,897,489</u>	<u>277,495,631</u>	<u>247,704,523</u>
Deferred inflows of resources	<u>2,800,053</u>	<u>968,621</u>	<u>832,559</u>	<u>145,190</u>	<u>3,632,612</u>	<u>1,113,811</u>
Net position:						
Net investment in capital assets	382,808,095	304,010,088	295,439,437	261,412,635	678,247,532	565,422,723
Restricted	17,072,779	12,178,592	64,416,915	50,775,465	81,489,694	62,954,057
Unrestricted	<u>27,840,135</u>	<u>26,291,987</u>	<u>57,378,162</u>	<u>40,554,274</u>	<u>85,218,297</u>	<u>66,846,261</u>
Total net position	<u>\$ 427,721,009</u>	<u>\$ 342,480,667</u>	<u>\$ 417,234,514</u>	<u>\$ 352,742,374</u>	<u>\$ 844,955,523</u>	<u>\$ 695,223,041</u>

The City's net position increased by \$149,732,482 during the current fiscal year. Most of this increase is attributable to capital contributions from developers, an increase in property tax collections and an increase in sales tax revenues.

CITY OF LEANDER'S CHANGES IN NET POSITION

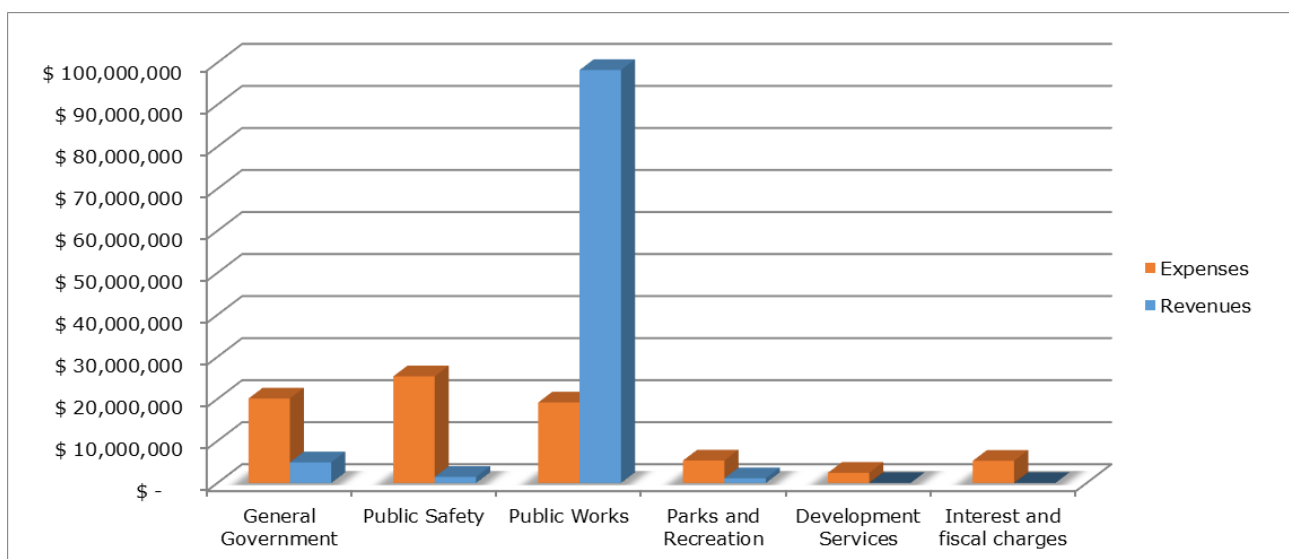
	Governmental Activities		Business-type Activities		Totals	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues:						
Charges for services	\$ 18,805,965	\$ 20,119,077	\$ 49,118,731	\$ 42,684,732	\$ 67,924,696	\$ 62,803,809
Operating grants and contributions	446,361	690,276	-	-	446,361	690,276
Capital contributions	86,506,614	59,122,934	52,195,495	56,389,624	138,702,109	115,512,558
General revenues:						
Property taxes	43,663,412	39,002,774	-	-	43,663,412	39,002,774
Special assessments	1,870,950	1,918,472	-	-	1,870,950	1,918,472
Other taxes	15,166,821	13,165,815	-	-	15,166,821	13,165,815
Investment earnings	(4,280,607)	75,680	258,930	165,643	(4,021,677)	241,323
Other	719,892	944,125	-	20,130	719,892	964,255
Total revenues	<u>162,899,408</u>	<u>135,039,153</u>	<u>101,573,156</u>	<u>99,260,129</u>	<u>264,472,564</u>	<u>234,299,282</u>
Expenses:						
General government	20,092,026	17,195,425	-	-	20,092,026	17,195,425
Public safety	25,380,924	23,242,847	-	-	25,380,924	23,242,847
Public works	19,161,918	16,431,569	-	-	19,161,918	16,431,569
Parks and recreation	5,352,389	4,375,369	-	-	5,352,389	4,375,369
Development services	2,418,588	1,977,898	-	-	2,418,588	1,977,898
Interest on long-term debt	5,273,290	5,626,385	-	-	5,273,290	5,626,385
Utility services	-	-	35,554,557	32,687,832	35,554,557	32,687,832
Golf course	-	-	1,506,390	1,602,259	1,506,390	1,602,259
Total expenses	<u>77,679,135</u>	<u>68,849,493</u>	<u>37,060,947</u>	<u>34,290,091</u>	<u>114,740,082</u>	<u>103,139,584</u>
Increases in net position before transfers	85,220,273	66,189,660	64,512,209	64,970,038	149,732,482	131,159,698
Transfers	<u>20,069</u>	<u>1,090,604</u>	<u>(20,069)</u>	<u>(1,090,604)</u>	<u>-</u>	<u>-</u>
Change in net position	85,240,342	67,280,264	64,492,140	63,879,434	149,732,482	131,159,698
Net position, beginning	<u>342,480,667</u>	<u>275,200,403</u>	<u>352,742,374</u>	<u>288,862,940</u>	<u>695,223,041</u>	<u>564,063,343</u>
Net position, ending	<u>\$ 427,721,009</u>	<u>\$ 342,480,667</u>	<u>\$ 417,234,514</u>	<u>\$ 352,742,374</u>	<u>\$ 844,955,523</u>	<u>\$ 695,223,041</u>

Governmental Activities

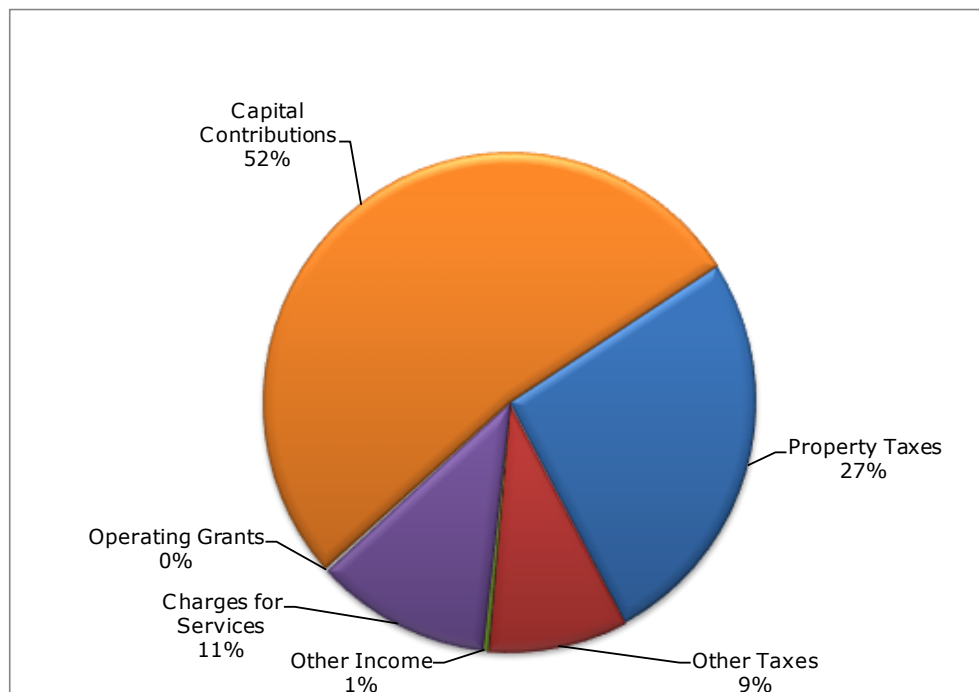
During the current fiscal year, governmental activities increased the City of Leander's net position by \$85,240,342. Key elements of this increase are as follows:

- Capital contributions provided 53.13% of the City's governmental revenues. As the City continues to experience growth, these capital contributions include streets and drainage infrastructure contributed by developers.
- Tax revenues, including property taxes, sales tax and franchise fees provided 37.26% of the City's governmental revenues. Tax revenues increased by \$6,614,122 or 12.23% over 2021. This increase is primarily due to an increase in the taxable assessed valuation, high growth in the area, and more spending in the City of Leander as the population continues to grow.

Expenses and Program Revenues – Governmental Activities



Revenues by Source – Governmental Activities

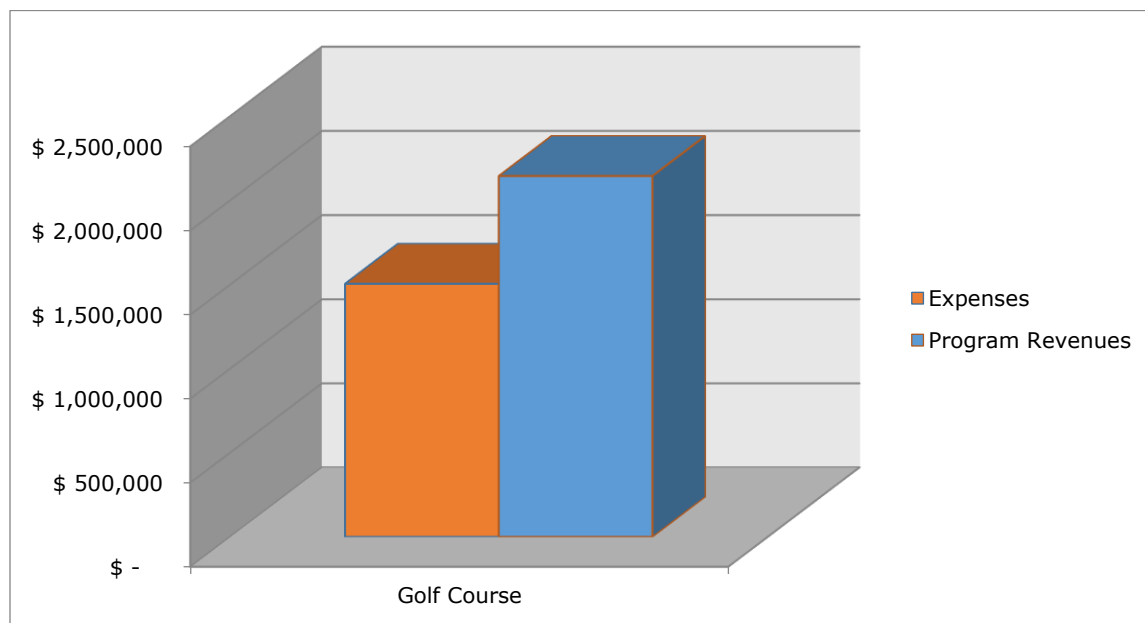
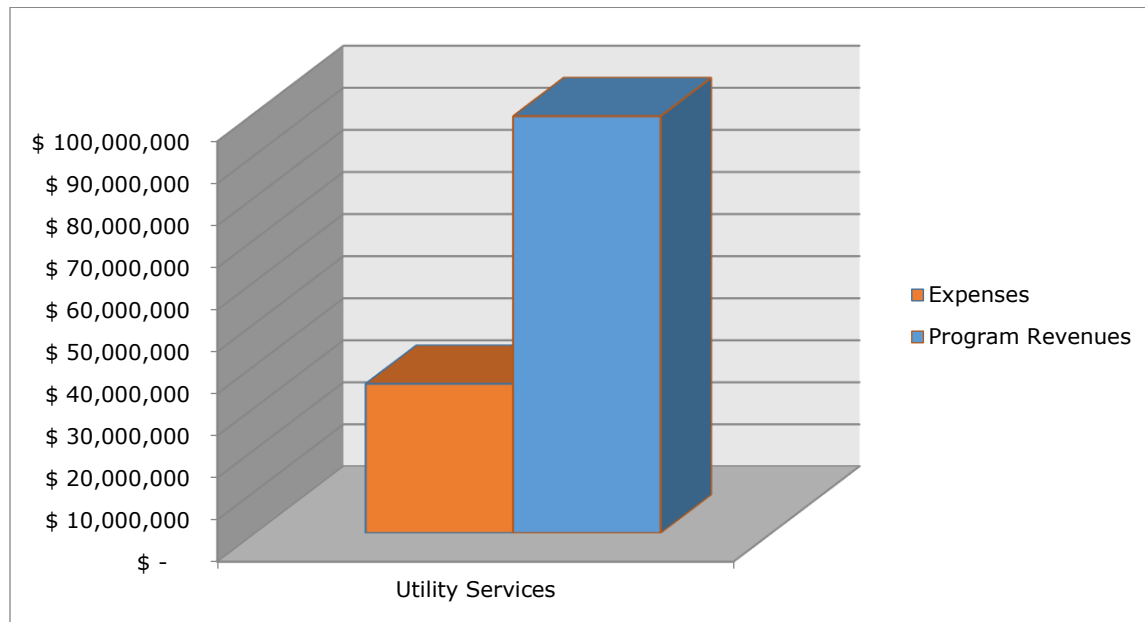


Business-type Activities

Business-type activities increased the City of Leander's net position by \$64,492,140. Key elements of this increase are as follows.

- Capital contributions provided 51.39% of the City's business-type revenues. This includes water and wastewater infrastructure contributed by developers as well as water and wastewater impact fees.
- The City implemented a tiered-rate billing system for residential customers in January 2022. This new structure decreased the rates for customers with usage up to 15,000 gallons per billing cycle, but increased the rate for customers using 15,001 gallons and above. The tiered-rate billing system is intended to promote water conservation, along with supporting future capital needs in utility infrastructure.

Expenses and Program Revenues – Business-Type Activities



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City of Leander uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus on the City of Leander's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the City's governmental funds reported a combined fund balance of \$91,688,148, an increase of \$18,554,061 in comparison of the prior year. A large portion of this increase is due to significant growth within the City. As the property tax values increase and population continues to grow, the City's property tax revenues and sales tax revenues have increased significantly. The City has also had steady growth with the development services revenues, including, licenses, permits and fees.

The General Fund is the chief operating fund of the City of Leander. At the end of the current fiscal year, unassigned fund balance was \$17,733,185. As a measure of the General Fund's liquidity, it may be useful to compare both the unassigned fund balance and total fund balance to total fund expenditures. Unassigned and total fund balance represents 34.16% and 50.55%, respectively, of General Fund expenditures.

The fund balance of the City of Leander's General Fund decreased \$2,803,103 during the current fiscal year. The key factor in this decrease was an unrealized loss on investments due to the changes in the economy, and the dramatic change in interest rates during the last quarter of 2022.

The Debt Service Fund experienced an increase in fund balance of \$2,990,465 during 2022, representing an increase in fund balance of 111.15% from 2021.

The Capital Projects Fund experienced a increase in fund balance of \$16,512,573 during 2022, primarily due to issuance of Combination Tax and Revenue Certificates of Obligations, Series 2022.

Proprietary Funds

The City of Leander's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Utility Fund at the end of the year amounted to \$56,308,097. Unrestricted net position of the Golf Course Fund at the end of the year amounted to \$1,070,065. The Utility Fund experienced an increase in net position of \$63,470,719 during 2022, representing an increase in net position of 18.16% from 2021. The Golf Course Fund experienced an increase in net position of \$1,021,421 during 2022, representing an increase in net position of 31.96% from 2021, due to a change in operations at the golf course.

General Fund Budgetary Highlights

Three budget amendments were approved by the City Council for the General Fund during the year ended September 30, 2022. The most significant budget amendment was to enter into a Lease Agreement for the Leander Activity Center. This expenditure included minor equipment, IT equipment, janitorial services and utilities. The Leander Activity Center hosts many of the Park and Recreation activities and has served to be an important addition to the City.

The remaining General Fund budget amendments were approved to cover unanticipated election expenditures, additional staff in Human Resources, Engineering contract services, overtime expenditures, the fiscal impact model, software maintenance overages, and repairs to City facilities. Funding for these additional expenditures came from better than budgeted sales tax and subdivision filing fee revenues.

Actual revenues were less than budgeted revenues by \$667,776. This is mostly attributable to the unrealized loss on investments at year end caused by high inflation rates and a shift in the investment market. The sales tax budget increased by \$356,360 related to retail sales growth and subdivision filing fees increased slightly by \$245,000 related to new development. Actual expenditures were below final budgeted expenditures by \$3,137,229.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The City of Leander's investment in capital assets for its governmental and business-type activities as of September 30, 2022, amounts to \$862,019,447 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, artwork and sculptures, buildings and improvements, machinery and equipment, infrastructure and system improvements (including streets and drainage infrastructure), right to use equipment and right to use building.

Major capital asset events for the year ended September 30, 2022, included the following:

Facility Improvements

- Completion of Fire Station #5.
- Entered into a Building Lease for the Leander Activity Center.
- Design for the renovation of Fire Station #2 to allow for an EMS unit and staff to be stationed there. This project will be redesigned due to costs in 2023.

Parks and Recreation

- Completion of Crystal Falls Golf Course driving range improvements.
- The addition of various art pieces and benches by local artists at Lakewood Park.
- Design contract awarded for the South San Gabriel Trail and Park.

Transportation Improvements

- Major arterial, signal, and road projects for transportation are underway and at various stages of completion. Completed projects totaled \$5,143,434 while construction in progress at year-end approximated \$21.6 million.
- Developers contributed \$85.1 million in stormwater and transportation infrastructure improvements that were accepted by the City.

Water and Wastewater Improvements

- Various water and wastewater infrastructure are underway and at various stages of completion. Completed projects totaled \$4.2 million, while construction in progress at year-end approximated \$52 million.
- The City has partnered with the Cities of Cedar Park, Austin and Round Rock on the Brushy Creek Regional Wastewater Treatment Plant Expansion project with estimated completion in 2023. In May 2020, the construction contract was awarded in the amount of \$107,351,713. Leander's share of this amount is 42.3%. The contract is managed by the City of Round Rock and each partner City contributes 25% of its obligation as funds are needed. As of fiscal year end September 30, 2022, Leander has made its final payment draw for this obligation.
- Developers contributed \$15.15 million in water infrastructure improvements and \$15.0 million in wastewater infrastructure improvements that were accepted by the City.

CITY OF LEANDER'S CAPITAL ASSETS

	Governmental Activities		Business-type Activities		Totals	
	2022	2021	2022	2021	2022	2021
Land	\$ 7,238,294	\$ 7,238,294	\$ 2,396,732	\$ 2,396,732	\$ 9,635,026	\$ 9,635,026
Construction in progress	23,109,240	26,427,229	66,234,348	52,793,105	89,343,588	79,220,334
Artwork and sculptures	125,805	-	-	-	125,805	-
Buildings and improvements	55,738,329	50,836,418	1,583,559	1,461,809	57,321,888	52,298,227
Machinery and equipment	21,307,649	20,193,408	3,368,914	3,504,190	24,676,563	23,697,598
Infrastructure and system	476,572,676	386,279,980	358,013,954	319,548,601	834,586,630	705,828,581
Right to use equipment	108,957	-	327,324	-	436,281	-
Right to use building	963,331	-	-	-	963,331	-
Less: accumulated depreciation	(92,554,222)	(77,762,003)	(62,515,443)	(55,347,778)	(155,069,665)	(133,109,781)
Total capital assets	\$ <u>492,610,059</u>	\$ <u>413,213,326</u>	\$ <u>369,409,388</u>	\$ <u>324,356,659</u>	\$ <u>862,019,447</u>	\$ <u>737,569,985</u>

Additional information regarding the City's capital assets can be found in Note II. B to the financial statements.

Long-term Debt

At the end of the current fiscal year, the City of Leander has total general obligation debt outstanding of \$118,500,000 which the City expects to retire through the Debt Service Fund. The City also has special assessment revenue bonds outstanding in the amount of \$22,297,000 related to public improvement districts. The City has long-term bonded debt outstanding of \$84,062,947 (including bond premiums) and a note payable of \$6,569,440 at September 30, 2022, in the Utility Fund. Leases payable at year end are \$950,202 and \$78,798 for governmental and business-type activities respectively.

The City of Leander is part of a joint venture agreement for the financing, construction and operations of the Brushy Creek Regional Utility Authority (BCRUA). As part of this agreement, the City has an outstanding balance of \$119,035,000 in contract revenue bonds at year-end.

Additional information on the City of Leander's long-term debt can be found in Note II. D to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

- The City adopted a tax rate of \$0.432325 (\$0.272325 for maintenance and operations and \$0.160000 for interest and sinking) for fiscal year 2023.
- Leander has experienced robust economic growth despite the lingering pandemic. This growth has caused an increase in property tax values and has increased spending by consumers that has resulted in an increase of sales tax revenue. During fiscal year 2022, the economy began to experience high inflation rates, along with high interest rates to combat the inflation. Due to this shift in the economy, the City is monitoring revenues closely to forecast any negative impact it might have on the financial statements. Growth in the area is expected to continue, but at a slower pace than the last couple of years.
- The Water and Wastewater Utility operations are funded primarily through user fees. The City's utility infrastructure and delivery systems have been carefully planned and have sufficiently met demand for a growing customer base. The City implemented a tiered rate structure in fiscal year 2022 that is geared to promote water conservation and has been carefully designed to support future capital improvement needs for utility infrastructure. The number of water accounts increased by 1,947 to 27,616 in 2022 from 25,669 in 2021, an increase of 7.6%. The City is watching the growth trends in the utility accounts closely.
- In 2022, the City issued 1,813 single family residential permits, down by 32.5% from the previous fiscal year. As the City focuses on its continued growth, development in commercial categories are expected to increase, along with the steady development in residential.
- Capital budgeting and tracking techniques continue to allow the City to make best use of its available capital fund resources in funding its increase in capital projects. Based on the capital budget and five-year plan, approximately \$142,608,815 has been earmarked in FY2023 to fund capital improvement projects. Of this total, \$90,563,072 has been earmarked for water and wastewater infrastructure.

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Robert Powers, Executive Finance Director, City of Leander, P. O. Box 319, Leander, Texas 78646-0319.

**BASIC
FINANCIAL STATEMENTS**



CITY OF LEANDER, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2022

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and investments	\$ 63,722,978	\$ 34,368,411	\$ 98,091,389
Receivables (net of allowance)			
Taxes	3,139,927	-	3,139,927
Accounts	1,567,993	6,295,166	7,863,159
Lease receivable	-	411,151	411,151
Due from other governments	29,694	1,004,846	1,034,540
Inventory	-	64,484	64,484
Prepaid items	756,067	165	756,232
Restricted cash and investments	41,953,673	91,500,245	133,453,918
Investment in joint venture	-	14,282,375	14,282,375
Capital assets:			
Non-depreciable	30,473,339	68,631,080	99,104,419
Depreciable	462,136,720	300,778,308	762,915,028
Total assets	<u>603,780,391</u>	<u>517,336,231</u>	<u>1,121,116,622</u>
DEFERRED OUTFLOWS OF RESOURCES			
Related to pension	3,120,599	466,297	3,586,896
Related to OPEB - retiree health plan	56,819	9,250	66,069
Related to OPEB - TMRS supplemental death benefit	144,025	23,446	167,471
Deferred charge on refunding	562,866	583,842	1,146,708
Total deferred outflows of resources	<u>3,884,309</u>	<u>1,082,835</u>	<u>4,967,144</u>
LIABILITIES			
Accounts payable	3,074,169	4,663,982	7,738,151
Retainage payable	577,564	246,070	823,634
Accrued liabilities	1,279,233	455,633	1,734,866
Customer deposits	4,250	2,979,851	2,984,101
Deposits in escrow	7,182,835	42,300	7,225,135
Unearned revenue	7,380,823	370,538	7,751,361
Noncurrent liabilities:			
Due within one year:			
Long-term debt	13,140,285	4,608,134	17,748,419
Due in more than one year:			
Long-term debt	139,878,822	86,281,196	226,160,018
Net pension liability	3,645,647	544,752	4,190,399
Total OPEB liability - retiree health plan	369,180	60,099	429,279
Total OPEB liability - TMRS supplemental death benefit	610,830	99,438	710,268
Total liabilities	<u>177,143,638</u>	<u>100,351,993</u>	<u>277,495,631</u>
DEFERRED INFLOWS OF RESOURCES			
Related to leases	-	411,151	411,151
Related to pension	2,574,908	384,757	2,959,665
Related to OPEB - retiree health plan	195,360	31,803	227,163
Related to OPEB - TMRS supplemental death benefit	29,785	4,848	34,633
Total deferred inflows of resources	<u>2,800,053</u>	<u>832,559</u>	<u>3,632,612</u>
NET POSITION			
Net investment in capital assets	382,808,095	295,439,437	678,247,532
Restricted for:			
Capital projects	-	61,848,854	61,848,854
Debt service	5,210,757	2,568,061	7,778,818
Traffic impact analysis	4,323,339	-	4,323,339
Court security and technology	132,010	-	132,010
Parks	3,839,974	-	3,839,974
Police	499,730	-	499,730
Fire	241,031	-	241,031
Economic development	29,778	-	29,778
Medical complex	1,102	-	1,102
Public works	14,531	-	14,531
TIRZ #1 projects	338,891	-	338,891
Public improvement districts	2,441,636	-	2,441,636
Unrestricted	27,840,135	57,378,162	85,218,297
Total net position	<u>\$ 427,721,009</u>	<u>\$ 417,234,514</u>	<u>\$ 844,955,523</u>

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

CITY OF LEANDER, TEXAS

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Functions/Programs	Expenses	Program Revenue		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary government				
Governmental activities:				
General government	\$ 20,092,026	\$ 4,890,799	\$ 35,318	\$ -
Public safety	25,380,924	1,327,271	125,749	-
Public works	19,161,918	11,964,788	236,207	86,045,854
Parks and recreation	5,352,389	623,107	49,087	460,760
Development services	2,418,588	-	-	-
Interest and fiscal charges	5,273,290	-	-	-
Total governmental activities	<u>77,679,135</u>	<u>18,805,965</u>	<u>446,361</u>	<u>86,506,614</u>
Business-type activities:				
Utility services	35,554,557	46,972,235	-	52,195,495
Golf course	<u>1,506,390</u>	<u>2,146,496</u>	<u>-</u>	<u>-</u>
Total business-type activities	<u>37,060,947</u>	<u>49,118,731</u>	<u>-</u>	<u>52,195,495</u>
Total primary government	<u>\$ 114,740,082</u>	<u>\$ 67,924,696</u>	<u>\$ 446,361</u>	<u>\$ 138,702,109</u>
General revenues:				
Taxes:				
Property				
Special assessments				
Sales				
Franchise				
Mixed beverage				
Hotel occupancy				
Investment earnings				
Other				
Transfers				
Total general revenues and transfers				
Change in net position				
Net position - beginning				
Net position - ending				

Net (Expense) Revenue and Changes in Net Position		
Primary Government		
Governmental Activities	Business-type Activities	Total
\$(15,165,909)	\$ -	\$(15,165,909)
(23,927,904)	-	(23,927,904)
79,084,931	-	79,084,931
(4,219,435)	-	(4,219,435)
(2,418,588)	-	(2,418,588)
(5,273,290)	-	(5,273,290)
<u>28,079,805</u>	<u>-</u>	<u>28,079,805</u>
-	63,613,173	63,613,173
-	<u>640,106</u>	<u>640,106</u>
-	<u>64,253,279</u>	<u>64,253,279</u>
<u>\$ 28,079,805</u>	<u>\$ 64,253,279</u>	<u>\$ 92,333,084</u>
43,663,412	-	43,663,412
1,870,950	-	1,870,950
10,907,878	-	10,907,878
4,002,483	-	4,002,483
79,695	-	79,695
176,765	-	176,765
(4,280,607)	258,930	(4,021,677)
719,892	-	719,892
<u>20,069</u>	<u>(20,069)</u>	<u>-</u>
<u>57,160,537</u>	<u>238,861</u>	<u>57,399,398</u>
85,240,342	64,492,140	149,732,482
<u>342,480,667</u>	<u>352,742,374</u>	<u>695,223,041</u>
<u>\$ 427,721,009</u>	<u>\$ 417,234,514</u>	<u>\$ 844,955,523</u>

CITY OF LEANDER, TEXAS

DRAFT

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2022

	General	Debt Service	Capital Projects
ASSETS			
Cash and investments	\$ 31,901,730	\$ 5,679,288	\$ 6,328,538
Taxes receivable, net of allowance	3,006,467	133,460	-
Other receivables, net of allowance	1,330,750	-	182,894
Due from other governments	-	-	-
Prepaid items	756,067	-	-
Restricted cash and cash equivalents	-	-	41,953,673
Total assets	<u>36,995,014</u>	<u>5,812,748</u>	<u>48,465,105</u>
LIABILITIES			
Accounts payable	2,443,045	-	398,924
Retainage payable	-	-	345,157
Accrued liabilities	672,958	-	2,261
Unearned revenue	-	-	-
Customer deposits	4,000	-	-
Deposits in escrow	7,182,835	-	-
Total liabilities	<u>10,302,838</u>	<u>-</u>	<u>746,342</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue-property taxes	212,542	131,905	-
Unavailable revenue-court fines and fees	240,854	-	-
Total deferred inflows of resources	<u>453,396</u>	<u>131,905</u>	<u>-</u>
FUND BALANCES			
Nonspendable-prepaid items	756,067	-	-
Restricted for:			
Debt service	-	5,680,843	-
Capital projects	-	-	41,953,673
Traffic impact analysis	-	-	-
Court security	-	-	-
Court technology	-	-	-
Parks	-	-	-
Police	-	-	-
Fire	-	-	-
Economic development	-	-	-
Medical complex	-	-	-
Public works	-	-	-
TIRZ #1 projects	-	-	-
Public improvement districts	-	-	-
Committed:			
Old town incentive program	52,639	-	-
Bryson farmstead	269,184	-	-
Leander clean up	46,155	-	-
PEG communications	742,580	-	-
Parks	-	-	-
Public arts	-	-	-
Capital projects	-	-	5,765,090
Assigned:			
Equipment and vehicles	5,288,970	-	-
Subsequent year's budget: appropriation of fund balance	1,350,000	-	-
Unassigned	17,733,185	-	-
Total fund balances	<u>26,238,780</u>	<u>5,680,843</u>	<u>47,718,763</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 36,995,014</u>	<u>\$ 5,812,748</u>	<u>\$ 48,465,105</u>

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

<u>Other Governmental</u>	<u>Total Governmental</u>
\$ 19,813,422	\$ 63,722,978
-	3,139,927
54,349	1,567,993
29,694	29,694
-	756,067
-	<u>41,953,673</u>
<u>19,897,465</u>	<u>111,170,332</u>
232,200	3,074,169
232,407	577,564
2,023	677,242
7,380,823	7,380,823
250	4,250
-	<u>7,182,835</u>
<u>7,847,703</u>	<u>18,896,883</u>
-	344,447
-	<u>240,854</u>
-	<u>585,301</u>
-	756,067
-	5,680,843
-	41,953,673
4,323,339	4,323,339
129,188	129,188
2,822	2,822
3,839,974	3,839,974
499,730	499,730
241,031	241,031
29,778	29,778
1,102	1,102
14,531	14,531
338,891	338,891
2,441,636	2,441,636
-	52,639
-	269,184
-	46,155
-	742,580
165,336	165,336
2,430	2,430
19,974	5,785,064
-	5,288,970
-	1,350,000
-	<u>17,733,185</u>
<u>12,049,762</u>	<u>91,688,148</u>
\$ <u>19,897,465</u>	\$ <u>111,170,332</u>



RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2022

Fund balances of governmental funds \$ 91,688,148

Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.

492,610,059

Long-term liabilities (net pension liability, bonds payable, notes payable, and etc.) are not due and payable in the current period and therefore have not been included in the fund financial statements. Also, the loss on refunding of bonds, the premium on issuance of bonds and deferred resource outflows related to the net pension and OPEB liability are not reported in the funds.

Principal on bonds payable	(140,797,000)
Premium on bonds	(9,499,906)
Leases payable	(950,202)
Net pension liability	(3,645,647)
Deferred resources related to pensions	545,691
Total OPEB Liabilities	(980,010)
Deferred resources related to OPEB	(24,301)
Compensated absences	(1,771,999)
Deferred loss on refunding	<u>562,866</u>

(156,560,508)

Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expense is reported when due.

(601,991)

Revenues from property taxes and fines are deferred inflows of resources in the fund financial statements, but such revenues are recognized in the government-wide financial statements.

585,301

Net position of governmental activities \$ 427,721,009

CITY OF LEANDER, TEXAS

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES

GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	General	Debt Service	Capital Projects
REVENUES			
Taxes:			
Property	\$ 24,478,045	\$ 16,024,319	\$ -
Property assessments	-	-	-
Franchise	4,002,483	-	-
Sales	10,907,878	-	-
Mixed beverage	79,695	-	-
Hotel occupancy	-	-	-
Licenses, permits and fees	10,046,224	-	-
Intergovernmental	546,228	-	-
Fines and forfeitures	344,639	-	-
Charges for services	5,745,887	-	-
Donations and contributions	75,952	-	-
Investment earnings	(4,105,426)	78,534	(337,027)
Other	638,581	-	-
Total revenues	<u>52,760,186</u>	<u>16,102,853</u>	<u>(337,027)</u>
EXPENDITURES			
Current:			
General government	15,726,236	1,531,502	693,501
Public safety	23,019,385	-	-
Public works	8,304,904	-	-
Parks and recreation	3,534,263	-	-
Development services	-	-	-
Capital outlay	1,322,178	971,112	7,364,980
Debt service:			
Principal	-	7,547,086	-
Interest	-	4,583,078	400
Other	-	-	188,942
Total expenditures	<u>51,906,966</u>	<u>14,632,778</u>	<u>8,247,823</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>853,220</u>	<u>1,470,075</u>	<u>(8,584,850)</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	1,350,000	549,278	4,448,026
Transfers out	(5,078,323)	-	(38,553)
Issuance of bonds	-	-	19,485,000
Premium on issuance of bonds	-	-	1,202,950
Discount on issuance of bonds	-	-	-
Leases issued	-	971,112	-
Sale of capital assets	72,000	-	-
Total other financing sources and uses	<u>(3,656,323)</u>	<u>1,520,390</u>	<u>25,097,423</u>
NET CHANGE IN FUND BALANCES	<u>(2,803,103)</u>	<u>2,990,465</u>	<u>16,512,573</u>
FUND BALANCES, BEGINNING	<u>29,041,883</u>	<u>2,690,378</u>	<u>31,206,190</u>
FUND BALANCES, ENDING	<u>\$ 26,238,780</u>	<u>\$ 5,680,843</u>	<u>\$ 47,718,763</u>

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

<u>Other</u>		<u>Total</u>	
<u>Governmental</u>		<u>Governmental</u>	
\$	3,241,597	\$	43,743,961
	1,870,950		1,870,950
	-		4,002,483
	-		10,907,878
	-		79,695
	176,765		176,765
	2,905,054		12,951,278
	363,675		909,903
	70,510		415,149
	537,194		6,283,081
	11,725		87,677
	83,312	(	4,280,607)
	81,311		719,892
	<u>9,342,093</u>		<u>77,868,105</u>
	1,000,404		18,951,643
	724,856		23,744,241
	-		8,304,904
	358,497		3,892,760
	2,418,588		2,418,588
	2,359,534		12,017,804
	599,484		8,146,570
	1,116,799		5,700,277
	286,496		475,438
	<u>8,864,658</u>		<u>83,652,225</u>
	<u>477,435</u>	(	<u>5,784,120)</u>
	768,745		7,116,049
(	1,979,104)	(	7,095,980)
	2,607,000		22,092,000
	-		1,202,950
(	19,950)	(	19,950)
	-		971,112
	-		72,000
	<u>1,376,691</u>		<u>24,338,181</u>
	1,854,126		18,554,061
	<u>10,195,636</u>		<u>73,134,087</u>
\$	<u>12,049,762</u>	\$	<u>91,688,148</u>

CITY OF LEANDER, TEXAS

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Net change in fund balances - total governmental funds \$ 18,554,061

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital asset purchases	9,950,378
Contributed capital assets	85,149,262
Depreciation expense	(15,037,180)

In the statement of activities, only the gain or loss on the sale of capital assets is reported, whereas in the governmental funds, the proceeds from the sale increases financial resources. Thus, the change in net position differs from the change in fund balance by the net book value of the assets sold or disposed.

(766,903)

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the premiums and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

(13,278,129)

Current year changes in certain long-term liabilities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Compensated balances liability	(158,408)
Net pension liability	912,479
Total OPEB liabilities	(133,064)

621,007

Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expenditures are reported when due.

133,169

Revenues from property taxes and fines that do not provide current financial resources are not reported as revenues in the funds.

(85,323)

Change in net position of governmental activities \$ 85,240,342

CITY OF LEANDER, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2022

	Business-type Activities - Enterprise Funds		
	Utility	Non-Major Golf Course	Total
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 33,069,223	\$ 1,299,188	\$ 34,368,411
Accounts receivable, net	6,295,063	103	6,295,166
Leases receivable	-	411,151	411,151
Due from other governments	1,004,846	-	1,004,846
Prepaid	-	165	165
Inventory	-	64,484	64,484
Restricted cash and cash equivalents	91,500,245	-	91,500,245
Total current assets	<u>131,869,377</u>	<u>1,775,091</u>	<u>133,644,468</u>
Non-current assets:			
Investment in joint venture	14,282,375	-	14,282,375
Capital assets, net:			
Non-depreciable	65,485,752	3,145,328	68,631,080
Depreciable	300,157,847	620,461	300,778,308
Total capital assets	<u>365,643,599</u>	<u>3,765,789</u>	<u>369,409,388</u>
Total non-current assets	<u>379,925,974</u>	<u>3,765,789</u>	<u>383,691,763</u>
Total assets	<u>511,795,351</u>	<u>5,540,880</u>	<u>517,336,231</u>
DEFERRED OUTFLOWS OF RESOURCES			
Related to pension	358,690	107,607	466,297
Related to OPEB - retiree health plan	6,607	2,643	9,250
Related to OPEB - TMRS supplemental death benefit	16,747	6,699	23,446
Deferred charge on refunding	583,842	-	583,842
Total deferred outflows of resources	<u>965,886</u>	<u>116,949</u>	<u>1,082,835</u>
LIABILITIES			
Current liabilities:			
Accounts payable	4,094,280	569,702	4,663,982
Retainage payable	204,575	41,495	246,070
Deposits in escrow	42,300	-	42,300
Accrued liabilities	434,789	20,844	455,633
Unearned revenue	359,287	11,251	370,538
Customer deposits	2,979,351	500	2,979,851
Compensated absences payable	35,380	9,156	44,536
Bonds payable	3,925,000	-	3,925,000
Note payable	573,056	-	573,056
Leases payable	-	65,542	65,542
Total current liabilities	<u>12,648,018</u>	<u>718,490</u>	<u>13,366,508</u>
Non-current liabilities:			
Net pension liability	419,040	125,712	544,752
Total OPEB liability - retiree health plan	42,928	17,171	60,099
Total OPEB liability - supplemental death benefit	71,027	28,411	99,438
Compensated absences payable	106,139	27,470	133,609
Bonds payable	80,137,947	-	80,137,947
Note payable	5,996,384	-	5,996,384
Leases payable	-	13,256	13,256
Total non-current liabilities	<u>86,773,465</u>	<u>212,020</u>	<u>86,985,485</u>
Total liabilities	<u>99,421,483</u>	<u>930,510</u>	<u>100,351,993</u>
DEFERRED INFLOWS OF RESOURCES			
Related to leases	-	411,151	411,151
Related to pension	295,967	88,790	384,757
Related to OPEB - retiree health plan	22,716	9,087	31,803
Related to OPEB - TMRS supplemental death benefit	3,463	1,385	4,848
Total deferred inflows of resources	<u>322,146</u>	<u>510,413</u>	<u>832,559</u>
NET POSITION			
Net investment in capital assets	292,292,596	3,146,841	295,439,437
Restricted for:			
Capital projects	61,848,854	-	61,848,854
Debt service	2,568,061	-	2,568,061
Unrestricted	56,308,097	1,070,065	57,378,162
Total net position	<u>\$ 413,017,608</u>	<u>\$ 4,216,906</u>	<u>\$ 417,234,514</u>

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



CITY OF LEANDER, TEXAS

STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION

PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Business-type Activities Enterprise Funds		
	Utility	Non-Major Golf Course	Total
OPERATING REVENUE			
Charges for sales and services	\$ 46,899,988	\$ 2,145,437	\$ 49,045,425
Other	<u>72,247</u>	<u>1,059</u>	<u>73,306</u>
Total operating revenues	<u>46,972,235</u>	<u>2,146,496</u>	<u>49,118,731</u>
OPERATING EXPENSES			
Personnel services	3,752,322	845,554	4,597,876
Supplies and maintenance	2,640,702	390,875	3,031,577
Services and other	20,344,305	118,618	20,462,923
Depreciation	<u>7,017,332</u>	<u>150,333</u>	<u>7,167,665</u>
Total operating expenses	<u>33,754,661</u>	<u>1,505,380</u>	<u>35,260,041</u>
OPERATING INCOME (LOSS)	<u>13,217,574</u>	<u>641,116</u>	<u>13,858,690</u>
NONOPERATING REVENUES (EXPENSES)			
Investment earnings	238,115	20,815	258,930
Bond issuance costs	(320,383)	-	(320,383)
Interest expense and fees	<u>(1,479,513)</u>	<u>(1,010)</u>	<u>(1,480,523)</u>
Total nonoperating revenues (expenses)	<u>(1,561,781)</u>	<u>19,805</u>	<u>(1,541,976)</u>
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	<u>11,655,793</u>	<u>660,921</u>	<u>12,316,714</u>
CAPITAL CONTRIBUTIONS			
Contributions from developers	30,491,863	-	30,491,863
Impact fees	<u>21,703,632</u>	<u>-</u>	<u>21,703,632</u>
Total capital contributions	<u>52,195,495</u>	<u>-</u>	<u>52,195,495</u>
TRANSFERS IN	1,164,866	360,500	1,525,366
TRANSFERS OUT	<u>(1,545,435)</u>	<u>-</u>	<u>(1,545,435)</u>
CHANGE IN NET POSITION	63,470,719	1,021,421	64,492,140
NET POSITION, BEGINNING	<u>349,546,889</u>	<u>3,195,485</u>	<u>352,742,374</u>
NET POSITION, ENDING	<u>\$ 413,017,608</u>	<u>\$ 4,216,906</u>	<u>\$ 417,234,514</u>

CITY OF LEANDER, TEXAS

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Business-type Activities Enterprise Funds		
	Utility	Non-Major Golf Course	Totals
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	\$ 47,942,514	\$ 2,167,997	\$ 50,110,511
Payments to employees	(4,034,932)	(879,683)	(4,914,615)
Payments to suppliers	(27,538,489)	(566,069)	(28,104,558)
Net cash provided by operating activities	<u>16,369,093</u>	<u>722,245</u>	<u>17,091,338</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers from other funds	1,164,866	360,500	1,525,366
Transfers to other funds	(1,545,435)	-	(1,545,435)
Net cash provided (used) by noncapital financing activities	<u>(380,569)</u>	<u>360,500</u>	<u>(20,069)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Capital contributions - impact fees	21,055,175	-	21,055,175
Acquisition and construction of capital assets	(30,948,103)	(448,411)	(31,396,514)
Proceeds from issuance of long-term debt	31,824,674	-	31,824,674
Principal paid on long-term debt	(3,696,365)	(82,261)	(3,778,626)
Bond issuance costs	(320,383)	-	(320,383)
Interest paid on long-term debt	(2,026,546)	(1,010)	(2,027,556)
Net cash provided (used) by capital and related financing activities	<u>15,888,452</u>	<u>(531,682)</u>	<u>15,356,770</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment earnings received	<u>238,115</u>	<u>20,815</u>	<u>258,930</u>
Net cash provided by investing activities	<u>238,115</u>	<u>20,815</u>	<u>258,930</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	32,115,091	571,878	32,686,969
CASH AND CASH EQUIVALENTS, BEGINNING	<u>92,454,377</u>	<u>727,310</u>	<u>93,181,687</u>
CASH AND CASH EQUIVALENTS, ENDING	<u>124,569,468</u>	<u>1,299,188</u>	<u>125,868,656</u>
RECONCILIATION OF TOTAL CASH AND CASH EQUIVALENTS			
Cash and cash equivalents	33,069,223	1,299,188	34,368,411
Restricted cash and cash equivalents	<u>91,500,245</u>	<u>-</u>	<u>91,500,245</u>
Total cash and cash equivalents	<u>\$ 124,569,468</u>	<u>\$ 1,299,188</u>	<u>\$ 125,868,656</u>

CITY OF LEANDER, TEXAS

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Business-type Activities Enterprise Funds		
	Utility	Non-Major Golf Course	Totals
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating income (loss)	\$ 13,217,574	\$ 641,116	\$ 13,858,690
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation	7,017,332	150,333	7,167,665
(Increase) decrease in accounts receivable	342,440	12,238	354,678
(Increase) decrease in inventory	-	(39,358)	(39,358)
(Increase) decrease in due from other governments	220,641	(165)	220,476
(Increase) decrease in investment in joint venture	(3,034,853)	-	(3,034,853)
(Increase) decrease in deferred outflow related to pensions	(21,665)	(6,500)	(28,165)
(Increase) decrease in deferred outflow related to OPEB	1,682	673	2,355
Increase (decrease) in accounts payable	(1,518,629)	(17,053)	(1,535,682)
Increase (decrease) in accrued liabilities	(217,221)	(22,773)	(239,994)
Increase (decrease) in unearned revenue	-	9,263	9,263
Increase (decrease) in customer deposits	407,198	-	407,198
Increase (decrease) in net pension liability	(271,745)	(81,523)	(353,268)
Increase (decrease) in total OPEB liability	(8,447)	(3,379)	(11,826)
Increase (decrease) in compensated absences	24,021	13,920	37,941
Increase (decrease) in deferred inflow related to pensions	188,527	56,558	245,085
Increase (decrease) in deferred inflow related to OPEB	<u>22,238</u>	<u>8,895</u>	<u>31,133</u>
Net cash provided by operating activities	\$ <u>16,369,093</u>	\$ <u>722,245</u>	\$ <u>17,091,338</u>
NONCASH CAPITAL AND FINANCING ACTIVITIES			
Infrastructure contributed by developers	30,491,863	-	30,491,863

CITY OF LEANDER, TEXAS

NOTES TO BASIC FINANCIAL STATEMENTS

SEPTEMBER 30, 2022

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Leander, Texas (the "City") was incorporated in 1978 under the laws of the State of Texas. The City operates under a Council-Manager form of government and provides the following services: public safety (fire and police), streets, water and wastewater services, public improvements, planning and zoning, parks and recreation, and general administrative services. The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP). The City's reporting entity applies all relevant Government Accounting Standards Board (GASB) pronouncements.

A. Reporting Entity

The accompanying financial statements present the City and its component unit, an entity for which the City is considered to be financially accountable. A blended component unit is, in substance, part of the primary government's operations, even though legally a separate entity. Thus, the blended component unit is appropriately presented as a fund of the primary government. The Tax Increment Reinvestment Zone #1 (TIRZ) has been included in the City's reporting entity as a blended component unit.

The Tax Increment Reinvestment Zone #1 (TIRZ) was created to enable the proper planning, layout, financing and construction of public streets and roadways, and water, wastewater and drainage systems, to improve traffic flow and access, public safety, eliminate some conditions that endanger life or property, and provide facilities necessary to the public safety, health and welfare. The affairs of the District are managed by a Board of Directors composed of four directors appointed by the City Council and one director appointed by Williamson County, Texas. Complete financial statements from the component may be obtained at the City's administrative office.

B. Government-wide and Fund Financial Statements**Government-wide Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds, while business-type activities incorporate data from the City's enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Fund Financial Statements

The fund financial statements provide information about the City's funds, including its blended component unit. Separate statements for each fund category, governmental and proprietary, are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The City reports the following major governmental funds:

The **General Fund** is the general operating fund of the City. It is used to account for all financial resources of the general government, except those required to be accounted for in another fund.

The **Debt Service Fund** is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

The **Capital Projects Fund** is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by the proprietary fund types. Such resources are derived from proceeds of general obligation bonds or other sources of revenue specifically set aside for capital projects.

Additionally, the City reports **Special Revenue Funds** to account for specific resources that are restricted, committed or assigned for specific purposes.

The City reports the following major Enterprise Fund:

The **Utility Fund** accounts for the City's water and wastewater utilities, including operations, maintenance of the infrastructure and expansion of the system within the City's service territory.

The City reports the following non-major Enterprise Fund:

The **Golf Course Fund** accounts for the City's golf course activity.

During the course of operations, the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances at year end are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type column.

C. **Measurement Focus and Basis of Accounting**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide and proprietary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if it is collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under leases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, interest revenue and charges for services associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). All other revenue items are considered to be measurable and available only when cash is received by the City.

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Cash and Investments

For purposes of the statement of cash flows for the proprietary fund types, the City considers all highly liquid investments (including restricted assets) to be cash equivalents. The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Investments for the City are reported at fair value, except for the position in investment pools. Investment pools are reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method.

Inventory

Inventory is valued at cost using the first-in/first-out (FIFO) method and consists of golf course goods for sale. The cost of such inventory is recorded as an expense at the point of sale.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Restricted Assets

Restricted assets include capital recovery fees (impact fees) that are, by law, restricted for future capital improvements; customer deposits; and assets set aside for construction of future debt funded improvements.

Receivables

All trade and property tax receivables are shown net of an allowance for uncollectible. Trade accounts receivable in excess of 90 days comprise the trade accounts receivable allowance for uncollectible. The property tax receivable allowance is based on historical collection rate percentages. The City recognizes penalties and interest due on delinquent taxes receivable as a component of delinquent taxes receivable.

Joint Venture

Investment in joint venture represents an equity interest in the Brushy Creek Regional Utility Authority (BCRUA), a regional water treatment and distribution system. The investment amounts represents the City's share in the joint venture' net position at year-end.

Capital Assets

Capital assets are tangible and intangible, which include land, construction in progress, artwork and sculptures, buildings, machinery and equipment, right to use assets, and infrastructure, are reported in the applicable governmental or business-type activities column in the government-wide financial statements and in the fund financial statements for proprietary funds. All capital assets are valued at their historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are recorded at acquisition cost at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset lives are not capitalized. Improvements which extend asset lives are capitalized and depreciated over the useful lives of the related assets, as applicable. The City defines capital assets as assets with an original cost of \$5,000 or more and an estimated useful life of over one year. When property or equipment is retired from service or otherwise disposed of, the cost and related accumulated depreciation are removed and any resulting gain or loss is reported in the statement of activities.

In the case of initial capitalization of general infrastructure assets (i.e., those reported by governmental activities), the City did not capitalize infrastructure built and/or acquired prior to fiscal year 2001. These items built and/or acquired beginning in fiscal year 2001 are capitalized.

Land, construction in progress, and artwork and sculptures are not depreciated. Other tangible and intangible assets are depreciated/amortized using the straight-line method over the estimated useful lives of the assets which range as follows:

Assets	Years
Buildings and improvements	15-30
Utility distribution system	50
Streets and drainage infrastructure	40
Equipment	5-10
Right to use equipment	2-3
Right to use building	6

Leases

The City is a lessee for a noncancellable lease of equipment. The City recognizes lease liability and an intangible right-to-use lease assets in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

The City is a lessor for noncancellable leases and recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Pensions

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, City specific information about its Fiduciary Net Position in the Texas Municipal Retirement System (TMRS) and additions to/deductions from the City's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

OPEB

Supplemental Death Benefit. For purposes of measuring the total Texas Municipal Retirement System Supplemental Death Benefit Fund (TMRS SDBF) OPEB liability, related deferred outflows and inflows of resources, and expense, City specific information about its total TMRS SDBF liability and additions to/deductions from the City's total TMRS SDBF liability have been determined on the same basis as they are reported by TMRS. The TMRS SDBF expense and deferred (inflows)/outflows of resources related to TMRS SDBF, primarily result from changes in the components of the total TMRS SDBF liability. Most changes in the total TMRS SDBF liability will be included in TMRS SDBF expense in the period of the change. For example, changes in the total TMRS SDBF liability resulting from current-period service cost, interest on the TOL, and changes of benefit terms are required to be included in TMRS SDBF expense immediately. Changes in the total TMRS SDBF liability that have not been included in TMRS SDBF expense are required to be reported as deferred outflows of resources or deferred inflows of resources related to TMRS SDBF.

Retiree Health Insurance. For purposes of measuring the total OPEB liability, OPEB related deferred outflows and inflows of resources, and OPEB expense, benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Contributions are not required but are measured as payments by the City for benefits due and payable that are not reimbursed by plan assets. Information regarding the City's total OPEB liability is obtained from a report prepared by a consulting actuary.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category.

- Deferred charges on refunding – A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Pension and OPEB contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.
- Difference in expected and actual pension experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Pension and OPEB changes in actuarial assumptions – These changes are deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows or resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, this item is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and municipal court fines. The City has the following items that qualify for reporting on an accrual basis.

- Deferred inflow of resources related to leases - Reported in the government-wide and fund financial statements this deferred inflow relates to leases for lessor transactions. These amounts offset the receivable related to the lease and will be recognized systematically in future years over the life of the lease.
- The difference in projected and actual investment earnings on pension assets is deferred and amortized over a closed five-year period.
- Difference in expected and actual OPEB experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- OPEB changes in actuarial assumptions – These changes are deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

Net Position

Net position represents the difference between assets, deferred inflows/outflows of resources and liabilities. Net position investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislations adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, be adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The Council may assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Change in Accounting Principle

GASB Statement No. 87, Leases, was adopted effective October 1, 2021. The statement addresses accounting and financial reporting for lease contracts. Statement No. 87 establishes standards for recognizing and measuring assets, liabilities, deferred outflows of resources, deferred inflows of resources, and revenues and expenses related to leases in the basic financial statements, in addition to requiring more extensive note disclosures. The adoption of this standard did not result in a restatement of beginning fund balance or net position, but assets, deferred inflows and liabilities were recognized, and more extensive note disclosures were required.

E. Revenues and Expenditures/Expenses

Program Revenues

Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes including those dedicated for specific purposes, and other internally dedicated resources are reported as *general revenues*.

Property Taxes

Property taxes are levied by October 1 in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On February 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. The Williamson and Travis Central Appraisal Districts ("CAD") establish appraised values. Taxes are levied by the City Council based on the appraised values received from each CAD. The Williamson and Travis County Tax Assessors bill and collect the taxes levied.

The tax rate for the October 1, 2021, levy was \$.479699 (\$.302134 for general government and \$.177565 for debt service) per \$100 of assessed valuation.

The Texas Property Tax Code requires all property to be assessed on the basis of 100% of appraised value. The value of property must be reviewed at least every three years. Under the Property Tax Code, the city is required to calculate the "voter-approval tax rate" and "no-new-revenue tax rate." The no-new-revenue formula assumes that if values increase, the tax rate should decrease, or if values decrease then the tax rate will increase, to create the same amount of revenue as it did the year before. If the city adopts a tax rate that exceeds its voter-approval tax rate, which is calculated as 3.5% above the no-new-revenue tax rate, an election must be held to approve that rate or reduce the adopted tax rate to the voter-approval tax rate.

Compensated Absences

The City's employees earn vacation, which may either be taken or accumulated, up to certain amounts, until paid upon resignation or retirement. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Proprietary Funds Operating and Nonoperating Revenues and Expenses

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the City's Utility and Golf Course Funds are charges to customers for sales and services. The Utility Fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses include cost of sales and services, administrative expenses, and depreciation expense on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

II. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS

A. Cash and Investments

Cash and investment balances for most of the City's funds are consolidated in pooled cash and investment accounts. At September 30, 2022, the carrying amount of the City's deposits was \$231,545,307 with the respective bank balance of \$231,086,939. Pooled balances include amounts in demand deposits, local government investment pools and United States (U. S.) Agency Securities. Interest earnings are then allocated monthly to each fund based on its pooled equity balance. Separate cash and investment accounts are maintained for interest and sinking funds (debt service).

The City's investment policies and types of investments are governed by the Public Funds Investment Act (PFIA). These policies authorize the City to invest in (1) obligations of United States or its agencies and instrumentalities, (2) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent, with a stated final maturity not to exceed three years, (3) certificates of deposit by state and national banks doing business in Texas that are (a) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or (b) secured by obligations in a manner and amount provided by law for deposits of the City, (4) money market funds that are (a) registered and regulated by the Securities and Exchange Commission, (b) have a dollar weighted average stated maturity 60 days or less, (c) rated AAA by at least one nationally recognized rating service, and (d) seek to maintain a net position value of \$1.00 per share, (e) are in compliance with SEC Rule 2a-7 (5) constant-dollar Texas local government investment pools which (a) meet the requirements of PFIA, (b) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and (c) are authorized by resolution or ordinance by the City Council, (d) seek to maintain a \$1.00 net asset value, (f) are in compliance with SEC Rule 2a-7, (6) fully collateralized repurchase agreements with a bank in Texas or a primary dealer, executed under the Bond Market Master Repurchase Agreement in accordance with the PFIA not to exceed 120 days, (7) FDIC insured "brokered certificates of deposit" securities from a bank in any US state, delivered versus payment to the City's safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank (at www.fdic.gov) to assure that the bank is FDIC insured, (8) SEC registered A1/P1 rated commercial paper with a maturity not more than 270 days.

As of September 30, 2022, the City had the following cash and investments:

Cash and Investment Type	Carrying Value	Percentage of Portfolio	Weighted Average Maturity (Days)	Rating
Bank Accounts/CD's - int mon/qtr	\$ 13,442,567	5.81%	1	AAA
BOK Financial - MM Funds	2,672,068	1.15%	1	AAA
Money Market Funds	4,627,272	2.00%	1	AAA
Texpool	27,699,759	11.96%	25	AAA
TexStar	17,203,750	7.43%	12	AAA
Texas Range	1,119,961	0.48%	21	AAA
Commercial Paper Disc. -Amortizing	13,279,622	5.74%	145	A-1/A-1+/P-1
Federal Agency Coupon Securities	91,871,139	39.68%	586	AAA
Treasury Coupon Securities	55,581,830	24.00%	358	AAA
Municipal Bonds	4,047,339	1.75%	188	AA-/Aa2/Aa3/MIG1
Total	\$ 231,545,307			

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

As of September 30, 2022, the City had the following recurring fair value measurements:

Investments by Fair Value Level	Fair value as of 9/30/2022	Fair Value Measurements Using	
		Level 1	Level 2
Commercial Paper Disc. -Amortizing	\$ 13,279,622	\$ -	\$ 13,279,622
Federal Agency Coupon Securities	91,871,139	20,612,629	71,258,510
Treasury Coupon Securities	55,581,830	55,581,830	-
Municipal Bonds	4,047,339	1,084,759	2,962,580
Total investments at fair value	\$ 164,779,930	\$ 77,279,218	\$ 87,500,712

Because the investments are restricted by policy and state law to active secondary market, the market approach is being used for valuation. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets, liabilities, or a group of assets and liabilities. The exit or fair market prices used for these fair market valuations of the portfolio are all Level 1 and represent unadjusted quoted prices in active markets for identical assets and liabilities that have been accessed at the measurement date.

The State Comptroller of Public Accounts exercises oversight responsibilities over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an Advisory Board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure.

JP Morgan Fleming Asset Management, Inc. and First Southwest Asset Management, Inc. serve as co-administrators under an agreement with the TexStar board of directors to provide investment and participant services for this pool. JP Morgan Chase Bank or its subsidiary, JP Morgan Investor Services Co. provides the custodial, transfer agency, fund accounting, and depository services for this pool.

The Texas Range program has an Advisory Board made up of representatives of several participating local governments. PFM Asset Management, LLC provides administrative and investment services to the Advisory Board. U. S. Bank provides the custodial, transfer agency, fund accounting, and depository services for this pool.

The City's investment pools each have a redemption notice period of one day and may redeem daily. The investment pools' authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national state of emergency that affects the pool's liquidity.

Interest Rate Risk. In accordance with its investment policy, the City manages its exposure to declines in fair market values by limiting weighted average maturity of the portfolio to 2 years. The maximum allowable stated maturity of any individual investment owned by the City shall not exceed three years from the time of purchase.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully collateralized by U. S. Government obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits. As of September 30, 2022, the City's deposit balance was covered by FDIC or with securities held by the pledging financial institution in the City's name.

Credit Risk. State law and City policy limit investments to those rated no lower than AA or an equivalent rating by at least one nationally recognized rating service. As of September 30, 2022, the City's investments were rated by Standard & Poor's and Moody's with ratings as noted above.

Concentration of Credit Risk. The City's investment policy does not limit investments in any one issuer except that the investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and continuously investing a portion of the portfolio in readily available funds such as local government investment pools.

Restricted Cash and Investments

As of September 30, 2022, the City held restricted cash and investments of \$133,453,918 for the following purposes:

Governmental Funds:	
Capital Projects - bond proceeds	\$ <u>41,953,673</u>
Total governmental funds - restricted cash and investments	<u>41,953,673</u>
Proprietary Funds:	
Utility - construction	88,932,182
Utility - debt service	<u>2,568,063</u>
Total proprietary funds - restricted cash and investments	<u>91,500,245</u>
Total restricted cash and investments	\$ <u><u>133,453,918</u></u>

Receivables

Accounts and taxes receivable as of year-end for the City's individual major funds and nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows for governmental activities:

	Governmental Activities				Total
	General	Debt Service	Capital Projects	Other Governmental	
Taxes receivable:					
Property taxes	\$ 170,785	\$ 108,278	\$ -	\$ -	\$ 279,063
Penalty & interest	52,942	30,596	-	-	83,538
Franchise fees	931,444	-	-	-	931,444
Sales & use taxes	<u>1,859,835</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,859,835</u>
Gross taxes receivable	3,015,006	138,874	-	-	3,153,880
Less: allowance for uncollectible	<u>(8,539)</u>	<u>(5,414)</u>	<u>-</u>	<u>-</u>	<u>(13,953)</u>
Taxes receivable, net	<u>\$ 3,006,467</u>	<u>\$ 133,460</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,139,927</u>
Accounts receivable:					
Customer accounts	\$ 775,660	\$ -	\$ -	\$ -	\$ 775,660
Municipal court	2,125,676	-	-	-	2,125,676
Other	<u>494,910</u>	<u>-</u>	<u>182,894</u>	<u>54,349</u>	<u>732,153</u>
Gross other receivable	3,396,246	-	182,894	54,349	3,633,489
Less: allowance for uncollectible	<u>(2,065,496)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(2,065,496)</u>
Accounts receivable, net	<u>\$ 1,330,750</u>	<u>\$ -</u>	<u>\$ 182,894</u>	<u>\$ 54,349</u>	<u>\$ 1,567,993</u>

Accounts as of year-end for the City's individual major funds and nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows for business-type activities:

	Business-type Activities		
	Utility Fund	Non-Major Golf Course	Total
Accounts receivable:			
Customer accounts	\$ 7,790,562	\$ 103	\$ 7,790,665
Other	<u>95,694</u>	<u>-</u>	<u>95,694</u>
Gross other receivable	7,886,256	103	7,886,359
Less: allowance for uncollectible	<u>(1,591,193)</u>	<u>-</u>	<u>(1,591,193)</u>
Accounts receivable, net	<u>\$ 6,295,063</u>	<u>\$ 103</u>	<u>\$ 6,295,166</u>

Lease Receivable

A summary of leases receivable as of September 30, 2022, are as follows:

Purpose of Lease	Interest Rate	Initial Year of Lease	Amount of Initial Receivable	Revenue Current Year	Receivable 09/30/22
Business-type activities:					
Right to Use:					
Building	4.5%	2022	\$ 419,470	\$ <u>8,319</u>	\$ <u>411,151</u>
Total leases receivable				\$ <u>8,319</u>	\$ <u>411,151</u>

B. Capital Assets

Capital assets activity for the year ended September 30, 2022, was as follows:

	Beginning Balance	Increases & Reclassifications	Decreases & Reclassifications	Ending Balance
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 7,238,294	\$ -	\$ -	\$ 7,238,294
Construction in progress	26,427,229	7,513,077	(10,831,066)	23,109,240
Artwork and sculptures	-	125,805	-	125,805
Total assets not being depreciated	<u>33,665,523</u>	<u>7,638,882</u>	<u>(10,831,066)</u>	<u>30,473,339</u>
Capital assets, being depreciated:				
Buildings and improvements	50,836,418	4,997,316	(95,405)	55,738,329
Machinery and equipment	20,193,408	1,417,624	(303,383)	21,307,649
Infrastructure	386,279,980	90,292,696	-	476,572,676
Right to use building	-	963,331	-	963,331
Right to use equipment	101,176	7,781	-	108,957
Total capital assets being depreciated	<u>457,410,982</u>	<u>97,678,748</u>	<u>(398,788)</u>	<u>554,690,942</u>
Less accumulated depreciation:				
Buildings and improvements	(15,350,797)	(2,445,095)	8,115	(17,787,777)
Machinery and equipment	(11,679,375)	(1,673,956)	236,846	(13,116,485)
Infrastructure	(50,731,831)	(10,785,477)	-	(61,517,308)
Right to use building	-	(96,333)	-	(96,333)
Right to use equipment	-	(36,319)	-	(36,319)
Total accumulated depreciation	<u>(77,762,003)</u>	<u>(15,037,180)</u>	<u>244,961</u>	<u>(92,554,222)</u>
Total capital assets being depreciated, net	<u>379,648,979</u>	<u>82,641,568</u>	<u>(153,827)</u>	<u>462,136,720</u>
Government activities capital assets, net	<u>\$ 413,314,502</u>	<u>\$ 90,280,450</u>	<u>\$ (10,984,893)</u>	<u>\$ 492,610,059</u>
	Beginning Balance	Increases & Reclassifications	Decreases & Reclassifications	Ending Balance
Business-type activities:				
Capital assets, not being depreciated:				
Land	\$ 2,396,732	\$ -	\$ -	\$ 2,396,732
Construction in progress	52,793,105	21,407,901	(7,966,658)	66,234,348
Total assets not being depreciated	<u>55,189,837</u>	<u>21,407,901</u>	<u>(7,966,658)</u>	<u>68,631,080</u>
Capital assets, being depreciated:				
Buildings and improvements	1,461,809	121,750	-	1,583,559
Machinery and equipment	3,205,716	163,198	-	3,368,914
Infrastructure	319,548,601	38,465,353	-	358,013,954
Right to use equipment	298,474	28,850	-	327,324
Total capital assets being depreciated	<u>324,514,600</u>	<u>38,779,151</u>	<u>-</u>	<u>363,293,751</u>
Less accumulated depreciation:				
Buildings and improvements	(910,092)	(61,173)	-	(971,265)
Machinery and equipment	(1,619,336)	(237,910)	-	(1,857,246)
Infrastructure	(52,669,698)	(6,784,348)	-	(59,454,046)
Right to use equipment	(148,652)	(84,234)	-	(232,886)
Total accumulated depreciation	<u>(55,347,778)</u>	<u>(7,167,665)</u>	<u>-</u>	<u>(62,515,443)</u>
Total capital assets being depreciated, net	<u>269,166,822</u>	<u>31,611,486</u>	<u>-</u>	<u>300,778,308</u>
Business-type activities capital assets, net	<u>\$ 324,356,659</u>	<u>\$ 53,019,387</u>	<u>\$ (7,966,658)</u>	<u>\$ 369,409,388</u>

Depreciation expense was charged to the City's programs as follows:

Governmental activities:	
General government	\$ 483,270
Public safety	2,120,335
Public works	10,936,645
Parks and recreation	<u>1,496,930</u>
Total depreciation expense - governmental activities	\$ <u>15,037,180</u>
Business-type activities:	
Utility services	\$ 7,017,332
Golf course	<u>150,333</u>
Total depreciation expense - business-type activities	\$ <u>7,167,665</u>

C. Interfund Transfers

The composition of interfund transfers for the year ended September 30, 2022, is as follows:

	Transfers Out				
	General	Capital Projects	Other Governmental	Utility	Totals
Transfers in:					
General	\$ -	\$ -	\$ -	\$ 1,350,000	\$ 1,350,000
Debt service	144,033	-	403,212	2,033	549,278
Capital projects	4,397,500	-	50,526	-	4,448,026
Other governmental	536,790	38,553	-	193,402	768,745
Utility	-	-	1,164,866	-	1,164,866
Golf course	-	-	360,500	-	360,500
Total transfers out	\$ <u>5,078,323</u>	\$ <u>38,553</u>	\$ <u>1,979,104</u>	\$ <u>1,545,435</u>	\$ <u>8,641,415</u>

The transfers in the amount of \$1,350,000 to the General Fund from the Utility Fund were for administrative overhead costs. The transfer from the General Fund to the Capital Projects Fund for \$4,397,500 was to fund various construction projects. The transfer from Capital Projects to the Golf Course was to cover construction in progress costs. The transfer from Capital Projects to Other Governmental were for expenses related to grant funds. The transfer from Other Governmental to the Golf Course was for a reimbursement of costs associated with Hero Way. The remainder of the transfers was to subsidize other programs.

D. Long-term Debt

The following is a summary of long-term debt transactions of the City for the fiscal year ended September 30, 2022:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
General obligation bonds	\$ 105,190,000	\$ 19,485,000	\$ 7,115,000	\$ 117,560,000	\$ 11,680,000
General obligation bonds - private placement	1,250,000	-	310,000	940,000	315,000
Special assessment revenue bonds	20,230,000	2,607,000	540,000	22,297,000	506,000
Reimbursement obligations	2,111,641	633,524	2,745,165	-	-
Premium on bonds	9,268,899	1,202,950	847,585	9,624,264	-
Discount on bonds	(109,368)	(19,950)	(4,960)	(124,358)	-
Leases payable	101,176	971,112	122,086	950,202	196,285
Compensated absences	<u>1,613,591</u>	<u>2,185,465</u>	<u>2,027,057</u>	<u>1,771,999</u>	<u>443,000</u>
Governmental activity long-term liabilities	<u>139,655,939</u>	<u>27,065,101</u>	<u>13,701,933</u>	<u>153,019,107</u>	<u>13,140,285</u>
Business-type activities:					
Revenue bonds	48,095,000	29,605,000	3,140,000	74,560,000	3,925,000
Note payable	7,125,805	-	556,365	6,569,440	573,056
Leases payable	161,059	-	82,261	78,798	65,542
Premium on bonds	7,872,009	2,219,674	588,736	9,502,947	-
Compensated absences	<u>140,204</u>	<u>305,269</u>	<u>267,328</u>	<u>178,145</u>	<u>44,536</u>
Business-type activity long-term liabilities	\$ <u>63,394,077</u>	\$ <u>32,129,943</u>	\$ <u>4,634,690</u>	\$ <u>90,889,330</u>	\$ <u>4,608,134</u>

For the governmental activities, the General Fund generally liquidates compensated absences and the Debt Service Fund liquidates leases payable.

Certain obligations that were marketed as private placements have been separately identified; however, the terms of those obligations do not differ significantly from other obligations and do not have substantive acceleration clauses. Should the City default on any of its bonds, certificates, reimbursement obligations, or notes, any registered holder of the obligations is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the City to make payment.

Leases were marketed as direct borrowings and are secured by the leased equipment.

General Obligation Debt

A summary of tax-supported general obligation debt outstanding at September 30, 2022, follows:

\$2,955,000 Series 2014 General Obligation Refunding Bonds, due in annual installments of \$25,000 to \$350,000 through August 15, 2024; interest at 4.00% to 4.25%.	\$ 940,000
\$24,040,000 (\$23,185,000 allocated to tax supported debt) Series 2015 Combination Tax and Revenue Certificates of Obligation, due in annual installments of \$815,000 to \$1,800,000 through August 15, 2035; interest at 3.00% to 5.00%.	17,825,000
\$19,365,000 (\$18,355,000 allocated to tax supported debt) Series 2016 General Obligation and Refunding Bonds, due in annual installments of \$680,000 to \$1,330,000 through August 15, 2037; interest at 2.00% to 4.00%.	13,005,000
\$16,965,000 Series 2016 Combination Tax and Revenue Certificates of Obligation, due in annual installments of \$620,000 to \$1,155,000 through August 15, 2037; interest at 2.00% to 4.00%.	13,720,000
\$10,555,000 (\$2,305,000 allocated to revenue supported debt) Series 2018 General Obligation Refunding Bonds, due in annual installments of \$1,135,000 to \$1,170,000 through August 15, 2030; interest at 3.00% to 5.00%.	2,525,000
\$25,675,000 Series 2018 General Obligation Bonds, due in annual installments of \$860,000 to \$1,940,000 through August 15, 2038; interest at 3.00% to 5.00%.	22,960,000
\$14,365,000 Series 2018A Combination Tax & Revenue Certificates of Obligation, due in annual installments of \$495,000 to \$1,060,000 through August 15, 2038; interest at 3.00% to 5.00%.	12,805,000
\$6,125,000 Series 2018B Combination Tax & Revenue Certificates of Obligation, due in annual installments of \$210,000 to \$455,000 through August 15, 2038; interest at 3.00% to 5.00%.	5,465,000
\$46,010,000 (\$16,650,000 allocated to revenue supported debt) Series 2020 GO Refunding Bonds, due in annual installments of \$1,758,750 to \$4,942,500 through August 15, 2027; interest at 4.00% to 5.00%	9,770,000
\$19,485,000 Series 2022A Combination Tax & Revenue Certificates of Obligations, due in annual installments of \$416,950 to \$5,921,450 through August 15, 2038; interest at 5.00%	<u>19,485,000</u>
Total general obligation bonds	<u>\$ 118,500,000</u>

The annual requirements to retire general obligation bonds, including interest, as of September 30, 2022, are as follows:

Year Ending September 30,	Governmental Activities			Governmental Activities - Private Placement		
	Principal	Interest	Total	Principal	Interest	Total
2023	\$ 11,680,000	\$ 5,386,061	\$ 17,066,061	\$ 315,000	\$ 18,800	\$ 333,800
2024	12,445,000	4,632,375	17,077,375	625,000	12,500	637,500
2025	11,885,000	4,030,375	15,915,375	-	-	-
2026	6,945,000	3,469,675	10,414,675	-	-	-
2027	7,275,000	3,144,075	10,419,075	-	-	-
2028-2032	30,940,000	11,411,275	42,351,275	-	-	-
2033-2037	32,530,000	4,638,913	37,168,913	-	-	-
2038-2042	3,860,000	173,800	4,033,800	-	-	-
Total	<u>\$ 117,560,000</u>	<u>\$ 36,886,549</u>	<u>\$ 154,446,549</u>	<u>\$ 940,000</u>	<u>\$ 31,300</u>	<u>\$ 971,300</u>

The ordinances authorizing the issuance of general obligation bonds created an interest and sinking fund (Debt Service Fund). The ordinances require the City to ascertain a rate of ad valorem tax which will be sufficient to pay the principal and interest as they become due.

As of September 30, 2022, bonds authorized but unissued by the City amounted to \$28,095,000.

Special Assessment Revenue Bonds

The bonds were issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID" Act), an ordinance adopted by the City Council and an Indenture of Trust entered into by the City and the Trustee. The bonds will constitute valid and binding special obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of monies collected from assessments levied against assessable properties in the Districts in accordance with a Service and Assessment Plan.

A summary of special assessment revenue bonds outstanding at September 30, 2022, follows:

\$2,535,000 Series 2017 Special Assessment Revenue Bonds, due in annual installments of \$40,000 to \$165,000 through September 1, 2047; interest at 5.13% to 5.36%; Deerbrooke PID-NIA.	\$ 2,355,000
\$8,650,000 Series 2017 Special Assessment Revenue Bonds, due in annual installments of \$150,000 to \$535,000 through September 1, 2047; interest at 4.13% to 5.00%; Deerebrooke PID-SIA.	7,920,000
\$5,475,000 Series 2018 Special Assessment Revenue Bonds, due in annual installments of \$85,000 to \$345,000 through September 1, 2048; interest at 4.50% to 5.30%; Crystal Springs PID.	5,060,000
\$4,650,000 Series 2020 Special Assessment Revenue Refunding Bonds, due in annual installments of \$232,313 to \$296,700 through September 1, 2044; interest at 5.00%; Oak Creek PID.	4,355,000
\$2,030,000 Series 2022 Special Assessment Revenue Bonds Major Improvement Bonds, due in annual installments of \$163,331 to \$174,613 through August 15, 2047; interest at 4.50% to 5.00%; Deerebrooke PID-NIA.	2,030,000
\$577,000 Series 2022 Special Assessment Revenue Bonds Neighborhood Improvement Project, due in annual installments of \$39,800 to \$43,050 through August 15, 2047; interest at 4.50% to 5.00%; Deerebrooke PID-NIA.	<u>577,000</u>
Total general obligation bonds	<u>\$ 22,297,000</u>

The annual requirements to retire special assessment revenue bonds, including interest, as of September 30, 2022, are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ 506,000	\$ 1,040,673	\$ 1,546,673
2024	551,000	1,012,418	1,563,418
2025	574,000	990,299	1,564,299
2026	582,000	967,149	1,549,149
2027	605,000	943,581	1,548,581
2028-2032	3,481,000	4,303,524	7,784,524
2033-2037	4,374,000	3,440,285	7,814,285
2038-2042	5,486,000	2,335,509	7,821,509
2043-2047	5,838,000	948,243	6,786,243
2048-2052	<u>300,000</u>	<u>15,900</u>	<u>315,900</u>
Total	<u>\$ 22,297,000</u>	<u>\$ 15,997,581</u>	<u>\$ 38,294,581</u>

Revenue Debt

A summary of revenue debt outstanding at September 30, 2022, follows:

\$2,155,000 Series 2003 Waterworks and Sewer Revenue Refunding Bonds, due in annual installments of \$75,000 to \$155,000 through February 15, 2023; interest at 4.23%.	\$ 95,000
\$24,040,000 (\$855,000 allocated to revenue supported debt) Series 2015 Combination Tax and Revenue Certificates of Obligation, due in annual installments of \$30,000 to \$65,000 through August 15, 2035; interest at 3.00% to 5.00%.	660,000
\$46,010,000 (\$29,360,000 allocated to revenue supported debt) Series 2020 GO Refunding Bonds, due in annual installments of \$1,144,000 to \$3,535,150 through August 15, 2036; interest at 4.00% to 5.00%	24,970,000
\$20,615,000 Series 2021 Combination Tax and Revenue Certificates of Obligation, due in annual installments of \$1,008,544 to \$1,419,750 through August 15, 2040; interest at 2.00% to 4.00%.	19,230,000
\$29,655,000 Series 2022B Combination Tax and Revenue Certificates of Obligation, due in annual installments of \$2,271,800 to \$2,276,750 through August 15, 2042; interest at 4.00% - 5.00%	<u>29,605,000</u>
Total revenue bonds	<u>\$ 74,560,000</u>

The revenue bonds are payable from a pledge of the surplus revenues derived from the operation of the City's combined Waterworks and Sewer System, after payment of all operation and maintenance expenses. The 2003 Waterworks and Sewer Revenue Refunding Bonds requires a reserve equal to the average annual debt service requirements on the outstanding bonds, which equals \$97,052 as of September 30, 2022. The City has \$2,568,061 in their bond reserve fund as of September 30, 2022.

The annual requirements to retire revenue bonds, including interest, as of September 30, 2022, are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ 3,925,000	\$ 3,459,880	\$ 7,384,880
2024	4,300,000	2,995,450	7,295,450
2025	3,775,000	2,804,900	6,579,900
2026	3,960,000	2,624,500	6,584,500
2027	4,145,000	2,435,150	6,580,150
2028-2032	19,975,000	9,387,750	29,362,750
2033-2037	20,350,000	4,838,750	25,188,750
2038-2042	14,130,000	1,489,300	15,619,300
Total	<u>\$ 74,560,000</u>	<u>\$ 30,035,680</u>	<u>\$ 104,595,680</u>

Note Payable

The City joined the Brushy Creek Regional Wastewater System in 2010. The cities of Austin, Cedar Park, and Round Rock, Texas have agreed to convey to the City of Leander the reserved capacity in the system for \$10,800,000. The City shall pay the required payment in annual installments over a period of 22 years with the first installment to occur on January 31, 2014. The interest that accrued prior to the first payment will be included as principal and paid in accordance with the following maturity schedule.

Year Ending September 30,	Principal	Interest	Total
2023	\$ 573,056	\$ 197,083	\$ 770,139
2024	590,247	179,892	770,139
2025	607,955	162,184	770,139
2026	626,193	143,945	770,138
2027	644,980	125,160	770,140
2028-2032	3,527,009	323,684	3,850,693
Total	<u>\$ 6,569,440</u>	<u>\$ 1,131,948</u>	<u>\$ 7,701,388</u>

Leases Payable

A summary of leases payable as of September 30, 2022, are as follows for governmental and business-type activities:

Purpose of Lease	Interest Rate	Initial Year of Lease	Amount of Initial Liability	Interest Current Year	Amounts Outstanding 09/30/22	Amounts Due Within One Year
Governmental activities:						
Right to Use:						
Copiers	4.50%	2019	\$ 108,957	\$ 4,000	\$ 75,428	\$ 36,867
Building	4.50%	2022	\$ 963,331	20,643	874,774	159,418
Total governmental activities				<u>\$ 24,643</u>	<u>\$ 950,202</u>	<u>\$ 196,285</u>
Business-type activities:						
Right to Use:						
Golf equipment	4.0% - 4.5%	2019	\$ 327,325	\$ 1,010	\$ 78,798	\$ 65,542
Total business-type activities				<u>\$ 1,010</u>	<u>\$ 78,798</u>	<u>\$ 65,542</u>

The future principal and interest lease payments as of September 30, 2022, are as follows for governmental and business-type activities:

Year Ended September 30,	Governmental Activities		
	Principal	Interest	Total Requirements
2023	\$ 196,285	\$ 38,822	\$ 235,107
2024	220,003	29,504	249,507
2025	204,478	19,922	224,400
2026	228,573	10,227	238,800
2027	<u>100,863</u>	<u>1,138</u>	<u>102,001</u>
Totals	<u>\$ 950,202</u>	<u>\$ 99,613</u>	<u>\$ 1,049,815</u>

Year Ended September 30,	Business-type Activities		
	Principal	Interest	Total Requirements
2023	\$ 65,542	\$ 700	\$ 66,242
2024	8,275	378	8,653
2025	<u>4,981</u>	<u>66</u>	<u>5,047</u>
Totals	<u>\$ 78,798</u>	<u>\$ 1,144</u>	<u>\$ 79,942</u>

E. **Defined Benefit Pension Plan**

Plan Description

The City participates as one of 901 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS does not receive any funding from the State of Texas. TMRS issues a publicly available Annual Comprehensive Financial Report (Annual Report) that can be obtained at tmrs.com. All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits, with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a lump sum distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

A summary of plan provisions for the City are as follows:

Employee deposit rate	7%
Matching ratio (City to employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years to any age, 5 years at age 60 and above
Updated service credit	100% Repeating
Annuity increase to retirees	50% of CPI Repeating

Employees covered by benefit terms

At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	75
Inactive employees entitled to but not yet receiving benefits	153
Active employees	<u>365</u>
	<u>593</u>

Contributions

Member contribution rates in TMRS are either 5%, 6% or 7% of the Member's total compensation, and the city matching percentages are either 1:1(1 to 1), 1.5:1 (1 ½ to 1) or 2:1 (2 to 1), both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city's contribution rate is based on the liabilities created from the benefit plan options selected by the city and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 12.30% and 12.14% in calendar years 2022 and 2021, respectively. The City's contributions to TMRS for the year ended September 30, 2022, were \$3,508,821, and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2021, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions

The Total Pension Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4- year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2022 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	35.0%	7.55%
Core Fixed Income	6.0%	2.00%
Non-Core Fixed Income	20.0%	5.68%
Other Public & Private Markets	12.0%	7.22%
Real Estate	12.0%	6.85%
Hedge Funds	5.0%	5.35%
Private Equity	10.0%	10.00%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at beginning of year	\$ 51,279,701	\$ 44,371,854	\$ 6,907,847
Changes for the year:			
Service cost	4,200,666	-	4,200,666
Interest	3,572,368	-	3,572,368
Difference between expected and actual experience	48,859	-	48,859
Changes of assumptions	-	-	-
Contributions - employer	-	3,005,474	(3,005,474)
Contributions - employee	-	1,750,278	(1,750,278)
Net investment income	-	5,810,171	(5,810,171)
Benefit payments, including refunds of employee contributions	(912,126)	(912,126)	-
Administrative expense	-	(26,765)	26,765
Other changes	-	183	(183)
Net changes	<u>6,909,767</u>	<u>9,627,215</u>	<u>(2,717,448)</u>
Balance at end of year	<u>\$ 58,189,468</u>	<u>\$ 53,999,069</u>	<u>\$ 4,190,399</u>

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) of 1-percentage-higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
Net pension liability	\$ 14,329,873	\$ 4,190,399	\$ (3,965,663)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in the Schedule of Changes in Fiduciary Net Position, by Participating City. That report may be obtained at trms.com.

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended September 30, 2022, the City recognized pension expense of \$2,425,648. At September 30, 2022, the City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 767,512	\$ -
Changes in actuarial assumptions	183,471	-
Difference between projected and actual investment earnings	-	2,959,665
Contributions subsequent to the measurement date	<u>2,635,913</u>	<u>-</u>
Total	<u>\$ 3,586,896</u>	<u>\$ 2,959,665</u>

\$2,635,913 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expenses as follows:

For the Year Ended September 30,	
2023	\$ (354,227)
2024	(916,538)
2025	(421,441)
2026	(384,315)
2027	64,151
Thereafter	3,688

F. Other Postemployment Benefit Plans**Retiree Health Plan****Plan Description**

The City offers its retired employees medical and dental insurance through a single-employer defined benefit OPEB plan, under City policy. This plan is administered by the City and no separate audited financial statements are available.

Benefits Provided

The City amended its OPEB plan on July 21, 2016. Prior to July 21, 2016, the retiree paid 70% of the COBRA medical contribution rate plus 100% of the dental rate for the coverage tier elected. The City paid the balance of the contribution. The amended plan includes the retiree paying 100% of the COBRA medical contribution and dental rates for the coverage tier elected.

All active employees who retire directly from the City and meet the eligibility criteria may participate. Eligibility criteria include retirement at the earlier of a) age 60 with at least 5 years of service or b) 20 years of service without regard to age and must be eligible to retire from TMRS. Retirees and their dependents are eligible for the City's group medical policy until the employee becomes Medicare eligible. Upon reaching that eligibility, the retiree and dependents are no longer eligible for the City's group medical policy.

Contributions

The City's contributions to the OPEB for the year ended September 30, 2022 were zero, which equal benefit payments for retirees.

The number of employees currently covered by the benefit terms is as follows:

Active employees, employee only	224
Active employees, employees with dependent coverage	139
Total	<u>363</u>

Actuarial Methods and Assumptions

Significant methods and assumptions were as follows:

Actuarial Valuation Date	September 30, 2022
Actuarial Cost Method	Individual Entry Age Normal Cost Method - Level Percentage of Projected Salary
Inflation Rate	2.50%
Medical trend rate	The medical trend rate changed from 4.50% as of September 30, 2022 which was the same as the prior year.
Salary Increases	4.0%
Mortality	RPH-2014 Total Table with Projection MP-2021.
Termination Rates	Developed from the withdrawal assumptions used in the 2017 actuarial report for TMRS. The rates are a 9-year select ultimate table.
Data Assumptions - Coverage	100% of all retirees who currently have healthcare coverage will continue with the same coverage. 20% of all actives who currently have healthcare coverage will continue with coverage upon retirement. 10% of those with spouse coverage will continue with spouse coverage and the balance with individual coverage only.
Discount rate	The discount rate was 4.77% as of September 30, 2022 and was an increase from 2.25% used in the prior period.

Projections of health benefits are based on the plan as understood by the City and include the types of benefits in force at the valuation date and the pattern of sharing benefit costs between the City and its employees to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities.

The retiree healthcare benefits plan does not have plan assets held in trust; therefore, it is an unfunded OPEB plan. As such, a single discount rate of 4.77% was used to measure the Total OPEB Liability. Because the plan is essentially a "pay-as-you-go" plan, the single discount rate is equal to the prevailing municipal bond rate. The source of the municipal bond rate was fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in S&P Municipal Bond 20 Year High Grade Rate Index as of September 30, 2022.

Changes in the Total OPEB Liability

The City's total OPEB liability of \$429,279 was measured as of September 30, 2022 and was determined by an actuarial valuation as of September 30, 2022.

	Total OPEB Liability
Balance at beginning of year	\$ 617,501
Changes for the year:	
Service cost	58,886
Interest on the total liability	15,219
Differences between expected and actual economic experience	(111,775)
Changes in assumptions	(150,552)
Net changes	(188,222)
Balance at end of year	\$ <u>429,279</u>

Discount Rate Sensitivity Analysis

The following schedule shows the impact of the total OPEB liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (4.77%) in measuring the total OPEB liability.

	1% Decrease in Discount Rate (3.77%)	Discount Rate (4.77%)	1% Increase in Discount Rate (5.77%)
Total OPEB Liability	\$ 483,873	\$ 429,279	\$ 381,267

Healthcare Cost Trend Rate Sensitivity Analysis

The following schedule shows the impact of the total OPEB liability if the Healthcare Cost Trend Rate used was 1% less than and 1% greater than what was used in measuring the total OPEB liability.

	1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
Total OPEB Liability	\$ 368,493	\$ 429,279	\$ 502,675

OPEB Expense and Deferred Outflows of Resources Related to OPEB

For the year ended September 30, 2022, the City recognized OPEB expense of \$54,270. At September 30, 2022, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 96,792
Changes in actuarial assumptions	66,069	130,371
Total	\$ <u>66,069</u>	\$ <u>227,163</u>

The amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year Ended September 30,		
2023	\$(	19,835)
2024	(	19,835)
2025	(	19,835)
2026	(	19,835)
2027	(	30,411)
Thereafter	(	51,343)

TMRS Supplemental Death Benefits Fund

Plan Description

Texas Municipal Retirement System ("TMRS") administers a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund ("SDB"). This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees. As the SDB covers both active and retiree participants, with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan (i.e. no assets are accumulated).

Benefits Provided

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit ("OPEB") and is a fixed amount of \$7,500.

The member city contributes to the SDB at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during the employee's entire career.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	51
Inactive employees entitled to but not yet receiving benefits	44
Active employees	<u>365</u>
Total	<u><u>460</u></u>

Contributions

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation, which was 0.12% for 2022 and 2021, of which 0.03%, represented the retiree-only portion, as a percentage of annual covered payroll. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees' entire careers. The City's contributions to the SDBF for the years ended September 30, 2022 and 2021 were \$8,583 and \$6,031, respectively, representing contributions for both active and retiree coverage, which equaled the required contributions each year.

Total OPEB Liability

The City's total OPEB liability of \$710,268 was measured as of December 31, 2021 and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs

The City's total OPEB liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation rate	2.50% per annum
Salary increases	3.50% to 11.50%, including inflation
Discount rate	1.84%
Actuarial cost method	Entry Age Normal
Retirees' share of benefit-related costs	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates – service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality rates – disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year set forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions used in the December 31, 2021 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

The SDBF program is treated as an unfunded OPEB plan because the SDBF trust covers both actives and retirees and the assets are not segregated for these groups. As such, a single discount rate of 1.84% was used to measure the Total OPEB Liability. Because the plan is essentially a "pay-as-you-go" plan, the single discount rate is equal to the prevailing municipal bond rate. The source of the municipal bond rate was fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2021.

Discount Rate Sensitivity Analysis

The following schedule shows the impact of the Total OPEB Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (1.84%) in measuring the Total OPEB Liability.

	1% Decrease in Discount Rate (0.84%)	Discount Rate (1.84%)	1% Increase in Discount Rate (2.84%)
Total OPEB Liability	\$ 901,296	\$ 710,268	\$ 568,232

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at beginning of year	\$ 606,523
Changes for the year:	
Service cost	75,012
Interest on total OPEB liability	12,806
Difference between expected and actual experience	(1,827)
Changes of assumptions and other inputs	25,255
Benefit payments	(7,501)
Net changes	103,745
Balance at end of year	\$ <u>710,268</u>

Changes in assumptions and other inputs reflect a change in the discount rate and the change in the actuarial assumptions adopted in 2019 based on the actuarial investigation of the experience of TMRS over the period from December 31, 2014 to December 31, 2018.

OPEB Expense and Deferred Outflows and Inflows of Resources Related to OPEB

For the year ended September 30, 2022, the City recognized OPEB expense of \$109,042. There were no changes of benefit terms that affected measurement of the total OPEB liability during the measurement period.

At September 30, 2022, the City reported deferred outflows and inflows of resources related to other post-employment benefits from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 19,390
Changes in assumptions and other inputs	160,978	15,243
Contributions subsequent to the measurement date	<u>6,493</u>	<u>-</u>
Totals	\$ <u>167,471</u>	\$ <u>34,633</u>

\$6,493 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB Liability for the year ending September 30, 2023 for the City.

Other amounts of the reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year Ended September 30,	
2023	\$ 21,224
2024	21,224
2025	21,224
2026	19,890
2027	19,359
Thereafter	23,424

G. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and other claims of various natures. The City purchases insurance from Texas Municipal League Intergovernmental Risk Pool (TML-IRP) to indemnify it in the event of loss. The City pays annual premiums for such coverage. TML-IRP purchases reinsurance and the City does not retain risk of loss exceeding deductibles. The City has had no significant reduction in insurance coverage from the previous year and claims have not exceeded coverage in the last three years.

H. Outstanding Commitments

Water System Project

In March 1998, the City entered into a wholesale potable water service agreement with Brazos River Authority ("BRA") and the Lower Colorado River Authority ("LCRA"), acting together as the Brazos-Colorado Water Alliance ("Alliance"), whereby the Alliance agreed to acquire, construct, extend, enlarge, improve, expand and replace the Water System as necessary to provide Leander on a wholesale basis potable water in an amount not to exceed 24,000, as amended, acre-feet annually. In exchange for services provided by the Alliance, the City of Leander was unconditionally obligated to pay certain capital charges incurred by LCRA, regardless of whether or not the City takes and uses the water provided under this contract. These charges were considered operating expenses of the City's water works and sanitary sewer systems, as LCRA and BRA intended to own and operate the Water System as capital improvements on behalf of the City.

In January 2012, the City purchased the Sandy Creek water treatment plant and related infrastructure from the LCRA. Consequently, the only charges paid by the City to the LCRA are for raw water, both that which is actually withdrawn and that which is remaining as stored under permit. Total charges paid in fiscal year 2022 to LCRA under this contract totaled \$2,937,112, of which \$11,500 was spent on the increased water supply application.

Brushy Creek Regional Wastewater System

In September 2009, the cities of Round Rock, Austin, and Cedar Park entered into a purchase agreement with the LCRA wherein they agreed to buy the Brushy Creek Wastewater System ("BCRWWS") from the LCRA. The agreement outlined the proportional share that each city would purchase of the wastewater collection and treatment system. On December 8, 2009, the three cities purchased the BCRWWS assets and entered into a master contract for the financing, construction, ownership, and operation of the BCRWWS. The master contract provided for the terms and conditions by which the cities would jointly own and operate the BCRWWS.

In June 2010, the cities of Round Rock, Austin and Cedar Park sold a share of the BCRWWS assets for the collection system to the City of Leander, and all parties entered into the amended and restated master contract for the financing, construction, ownership, and operation of the Brushy Creek Regional Wastewater System. The joint venture agreement does not provide an explicit contractual formula outlining the City's claim to assets. It is deemed to be a joint venture with no equity interest and, accordingly, no amounts are reported in the accompanying financial statements for equity interest.

The City has capitalized its portion of the cost related to the Brushy Creek Regional Wastewater System. In June 2010, the City purchased reserved capacity in the System components for \$10,800,000, which was financed with a note payable to mature in fiscal year 2032.

For the current fiscal year, Leander's share of expenses for the operation of the regional facilities was \$850,647. By agreement of the parties, effective October 1, 2018, the City of Round Rock replaced the BRA as the system operator and each of the cities is billed relative to their system usage.

On July 20, 2017, the City Council approved a cost-sharing agreement among the parties for the re-rating of and expansion to the Brushy Creek Regional Wastewater System East Plant. On October 18, 2018, this agreement was amended to reduce Leander's share of the expansion from 5.50 mgd to 4.23 mgd of the overall 10 mgd treatment capacity expansion (42.3%).

On May 7, 2020, the City of Round Rock, as Project Administrator, entered into a construction contract with Thalle Construction in the amount of \$107,351,713. Leander's 42.3% share is \$45,409,775. In FY2020, the City contributed \$12,373,972 as its first 25% payment towards its expansion obligation. In FY2021, the City Council authorized Combination Tax and Revenue Certificates of Obligation, Series 2021 in the amount of \$20,615,000 to fund the second and third 25% payments. The total amount paid in FY2021 was \$23,507,885. On May 5, 2022, the City Council authorized issuance of Combination Tax and Revenue Certificates of Obligation, Series 2022B in the amount of \$19,485,000 to fund the fourth and final 25% payment for the expansion. Total amount paid in FY2022 was \$12,435,364.

Travisso/Nameless Valley Ranch

In May 2012, the City entered into an agreement with a developer to construct specified municipal-type infrastructure and the City will make periodic payments to rebate specific impact fees and ad valorem tax collected by the City to the developer. The rebate is not to exceed the developer's reimbursable cost and is contingent on the developer's performance of the agreement. The terms of the payments are as follows:

- For fifteen (15) years from the date of the approval of the final plat of the initial project phase, the developer will receive a rebate of 60% of the water impact fees paid to the City for water connections made within the property.
- For twenty (20) years from the date of the approval of the final plat of the initial project phase, the developer will receive a rebate of 100% of the wastewater impact fee paid to the City for wastewater connections made within the property and the Jonestown wastewater impact fees paid to the City for wastewater connections made within the Jonestown wastewater extension.
- The developer will receive a portion of the total ad valorem tax collected by the City each year during the tax rebate period on the property produced by the levy of a rate equal to \$.2371 per \$100 of assessed valuation. The tax rebate period is for tax years 2014 through 2039.

In July 2012, the developer assigned the rights to the agreement to the Travis County Municipal Utility Districts (MUD) #19, #20 and #21 upon their creation and approval by the Texas Commission on Environmental Quality (TCEQ). By agreement, each MUD has a maximum bond limit of \$74,182,000, \$88,113,000 and \$56,717,000, respectively. The tax rebate period shall end on the earlier of: a) December 31st twenty-five (25) years after the date of issuance of the last series of District Bonds (excluding refunding bonds) or, b) the date that the sum of the tax rebate payments equals the reimbursable costs.

At fiscal year-end, the City paid out a total of \$969,539 in water and wastewater impact fee rebates, and \$1,531,502 in property tax rebates for this agreement.

Parkway Crossing

In July 2015, the City entered into an agreement with a developer to construct specified municipal-type infrastructure and the City will make periodic payments to rebate specific impact fees. The rebate is not to exceed the developer's reimbursable cost and is contingent on the developer's performance of the agreement. In accordance with the agreement, the City is to set aside funds from the following revenues to make payments to the developer upon completion of a project:

- For ten (10) years following the effective date of the contract, the Developer will receive sixty percent (60%) of the water impact fees paid to the City for water connections made within the designated area.
- For ten (10) years following the effective date of the contract, the Developer will receive sixty percent (60%) of the wastewater impact fees paid to the City for wastewater connections made within the designated area.

At fiscal year-end, the City paid out \$0 in water and wastewater impact fee rebates for this agreement.

Crescent/Bryson (MUD) TIRZ Development Agreement

In December 2013, the City entered into an agreement with a developer to construct specified municipal-type infrastructure and the City will make periodic payments to rebate specific impact fees, drainage revenue and ad valorem tax collected by the City to the developer. The rebate is not to exceed the developer's reimbursable cost and is contingent on the developer's performance of the agreement. In accordance with the agreement, the City is to set aside funds from the following revenues to make payments to the developer upon completion of a project:

- Sixty percent (60%) of the water impact fees paid to the City for water connections made within the designated area.
- Sixty percent (60%) of the wastewater impact fee paid to the City for wastewater connections made within the designated area.
- Drainage revenues collected by the City within the designated area.
- Eighty percent (80%) of the property tax increment receipts from the subject property and two and half percent (2.5%) of the tax increment receipts that result from assessments and taxes collected on the remainder of all real property within the TIRS outside the subject property referenced in the agreement.

In December 2013, the developer assigned the rights to the agreement to the Leander TODD Municipal Utility District (MUD) #1 of Williamson County. It is estimated that the MUD's construction costs will be \$101 million.

In January 2019, the City fulfilled its obligation from the water fund per the amended agreement. At fiscal year-end, the City paid out \$252,602 in wastewater impact fee rebates and \$119,887 in property tax rebates for this agreement.

Devine Lake Development Agreement

In July 2016, the City entered into an agreement with a developer to construct specified municipal-type infrastructure and the City will make periodic payments to rebate specific impact fees to the developer. The rebate is not to exceed the developer's reimbursable cost and is contingent on the developer's performance of the agreement. In accordance with the agreement, the City is to set aside funds from the following revenues to make payments to the developer upon completion of the project:

- Sixty percent (60%) of the water impact fees paid to the City for water connections made within the designated area.
- Sixty percent (60%) of the wastewater impact fees paid to the City for wastewater connections made within the designated area.

At fiscal year end, the City paid out \$27,624 to fulfill the obligation for the Phase 1 wastewater obligation. This agreement may have additional payout obligations as future phases are completed.

RB 270

The Tax Increment Reinvestment Zone #1 (the "Zone") was established by the City in September 2006. It is located within the City limits and the area is substantially the same as the Transportation Oriented Development District. Created under State law, the Zone is to promote private economic development of an area by investing in public infrastructure. The improvements will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City.

The base taxable assessed value of real property within the TIRZ is established when the TIRZ is created. Any incremental growth in the taxable assessed value of real property over the base is considered a "tax increment". Taxing jurisdictions within the Zone have the option of contributing all or portions of tax collections attributed to the tax increment to the City for use in financing the public infrastructure improvements. The City has entered into tax participation agreement with Williamson County, which obligates both entities to contribute fifty percent (50%) of property taxes collected on the tax increment ("TIRZ revenues") to the TIRZ fund.

The TIRZ and RB 270 Partnership, entered into an agreement for the TIRZ to reimburse certain developer expenses (\$278, 570) required to construct and widen County Road 269 just east of Toll 183A to US Hwy 183. The agreement has been amended twice to include an additional \$291,342 contributed by the developer to facilitate funding of a segment of County Road 273 between FM 2243 and San Gabriel Parkway. The reimbursable amount is \$569,912. Contingent on the developer complying with the agreement, a portion of the TIRZ revenues are payable to the developer each year. The amount payable to the developer each year or set aside in an escrow account is eighty percent (80%) of the property tax increment receipts from the subject property and two and a half percent (2.5%) of the tax increment receipts that result from assessments and taxes collected on the remainder of all real property within the TIRZ outside the subject property referenced in the agreement. In 2018, RB 270 assigned a 37.08% interest in its future reimbursements to AREA Leander 1, LP (developer of the Northline Project). In February 2019, RB270 sold 17.31 acres to PAG West LLC to build an auto dealership and assigned 15.39% of its rebate. At fiscal year-end, the City has paid the developer and his partial assignee \$198,782. The maximum remaining payout for this agreement is \$189,781.

Transit Village

The TIRZ and Transit Village Investments, Ltd., entered into an agreement for the TIRZ to reimburse certain developer expenses (\$619,330) required to construct and widen County Road 269 just east of Toll 183A to US Hwy 183. The agreement has been amended twice to include an additional \$577,722 contributed by the developer to facilitate funding of a segment of County Road 273 between FM 2243 and San Gabriel Parkway. An additional agreement was entered into in 2016 to include \$372,131 for enhancements at the Village of Leander Station development. The combined reimbursable amount is \$1,569,183. Contingent on the developer complying with the agreement, a portion of the TIRZ revenues are payable to the developer each year. The amount payable to the developer each year (or set aside in an escrow account) is eighty percent (80%) of the property tax increment receipts from the subject property and two and a half percent (2.5%) of the tax increment receipts that result from assessments and taxes collected on the remainder of all real property within the TIRZ outside of the subject property referenced in the agreement. At fiscal year-end, the City paid the developer \$315,542 per the agreement. The maximum remaining payout for this agreement is \$571,884.

Oak Creek TIRZ Development Agreement

In October 2014, the City entered into an agreement with the Leander Development Authority, Sentinel/Cotter Leander, LLC, and Reinvestment Zone Number One. Under the terms of the agreement, the developer is to construct specified municipal-type infrastructure. Contingent on the developer complying with the agreement, a portion of the TIRZ revenues are payable to the developer each year. The amount payable to the developer each year or set aside in an escrow account is eighty percent (80%) of the property tax increment receipts from the subject property. The maximum allowed for approved projects is \$4,189,115. At fiscal year-end, the City has paid out \$631,212 in City and County taxes per the agreement. The maximum remaining payout for this agreement is \$2,315,131.

Lively Tract

Executed April 29, 2015, the City of Leander approved an Agreement Regarding Consent to Creation of Municipal Utility District and Development of the Lively Tract. The West Williamson County Municipal Utility District No. 2 encompasses approximately 437.05 acres. The Developer is required to extend a waterline from the Lively Tract westerly along State Highway 29 to connect to the Leander water system. The waterline consists of two segments. Segment One is to be constructed and paid for by the District. Segment Two will be constructed by the Developer but funded by the City of Leander. A third segment known as the Kauffman Loop Extension may also be built. If the Developer builds the Kauffman Loop Extension, the Developer shall be entitled to be reimbursed by the City of Leander from water impact fees collected from future connections to the waterline. As of fiscal year end, the City has paid \$0 to the Developer.

Northline

On June 7, 2018, the City Council approved a development agreement with AREA Leander 1, LP which authorized up to \$15,000,000 in certain infrastructure costs for the Northline project to be funded by the City through certificate of obligation bonds and set forth the terms and conditions under which the City would participate. The Development Agreement also provides for water and wastewater impact fee and certain permit fees to be rebated to the Developer for completion of eligible infrastructure. On August 16, 2018, the City Council approved a Reimbursement Agreement with the Leander Tax Increment Reinvestment Zone No. 1 to reimburse the City its debt service related to the Northline Project Costs. On October 4, 2018, the City Council approved issuance of Combination Tax and Revenue Certificates of Obligation, Series 2018A in the amount of \$14,365,000 for the Northline Project. Construction of the infrastructure improvements commenced in March 2020. The roads and drainage portion of the project were completed in FY2022. The construction start date for the park is to be determined.

On August 16, 2018, the City Council approved a reimbursement agreement between the Leander Tax Increment Reinvestment Zone No. 1 and AREA Leander 1, LP that provides for the developer to be reimbursed for infrastructure improvements for the Northline project from the TIRZ. The total amount of eligible projects in the reimbursement agreement was \$12,509,000. On July 12, 2021, the TIRZ Board approved a request to increase the maximum reimbursement amount to \$27,250,000. On August 5, 2021, the City Council approved the amendment. The Developer's TIRZ Reimbursements are subordinate to any TIRZ reimbursements the City receives to pay for its debt service on the certificates of obligation the City issued for infrastructure within the Northline development.

On June 7, 2018, the City Council approved the Development Agreement for the Northline PUD which provides, in part, that the Developer is entitled to rebate of certain permitting fees contingent upon the performance of developer obligations in the agreement. Any rebates paid will reduce the maximum amount owed by the TIRZ. The City is to escrow fees paid by the Developer that are eligible to rebate. At fiscal year-end, a total of \$2,203,211 has been escrowed.

City of Leander Northline TIRZ Development Agreement

In August 2018, the TIRZ #1 approved a reimbursement agreement with the City of Leander for the construction of public improvements within the Northline Development. The amount to be reimbursement is the City's annual debt service associated with the debt issued to finance the improvements. The TIRZ #1 will pay the City thirty-five (35%) of the balance remaining in the Tax Increment Fund for that year after payments for "Priority" TIRZ Reimbursements have been paid. "Priority Reimbursements" are those commitments existing before the City's Reimbursement Agreement and the County's San Gabriel Parkway Reimbursement Agreement. At fiscal year-end, the TIRZ paid \$402,549 to the City per this agreement.

The Triangle (TIRZ)

On August 16, 2018 the City Council approved a reimbursement agreement between the Leander Tax Increment Reinvestment Zone No. 1 and Bruce Nakfoor ("developer") that provides for the developer to be reimbursed for infrastructure improvements for the Triangle project from the TIRZ. The total approved amount of eligible projects in the reimbursement agreement is \$468,150. At fiscal year-end, the City paid \$18,948 per this agreement. The maximum remaining payout for this agreement is \$424,785.

Williamson County San Gabriel Parkway TIRZ Development Agreement

In June 2019, the TIRZ #1 approved a reimbursement agreement with Williamson County for the prior construction of San Gabriel Parkway by the County from US Hwy 183 to its intersection with the western boundary of TIRZ #1, located within the TIRZ #1. The total amount of the reimbursement is \$4,700,000 to be paid as follows. The TIRZ #1 will pay the County sixty-five (65%) of the balance remaining in the Tax Increment Fund for that year after payments for "Priority" TIRZ Reimbursements have been paid. "Priority Reimbursements" are those commitments existing before the County Reimbursement Agreement. At fiscal year-end, the City paid \$747,590 to the developer for this agreement. The maximum remaining payout for this agreement is \$2,969,342.

St. David's Medical Complex (TIRZ)

On November 29, 2016 the Leander Tax Increment Reinvestment Zone No. 1 approved the Leander Medical Complex Development and Reimbursement Agreement which provided for certain infrastructure costs to be reimbursed. On August 16, 2018, an amended agreement was ratified by the Leander City Council. The maximum reimbursement (representing the combined TIRZ and Chapter 380 agreement payments) amount was reduced to \$1,918,375. At fiscal year-end, the City paid out \$65,967 in TIRZ rebates. The maximum remaining payout for this agreement is \$1,709,368.

St. David's Medical Complex (City 380 Agreement)

On November 21, 2016, the City Council approved an Economic Development Incentive Agreement with Galen Healthcare, LLC, the manager of St. David's Healthcare Partnership, L.P., LLP encompassing a three-phased medical complex - free-standing emergency department; medical office building; and a hospital. The incentives offered by the City are performance based and include fee rebates, waivers and property tax rebates. At fiscal year-end, the City has paid \$58,176 in rebates to the developer per this agreement.

AEPS and DB Walker Investments, LLC (City 380 Agreement)

On July 19, 2018, the City Council approved an Economic Development Incentive Agreement with AEPS Corporation and DB Walker Investments, LLC, encompassing the construction of real property improvements and the lease of that property to open a business that will employ at least 10 full time employees that are permanently stationed at the project location. The incentives offered by the City are performance based and include:

- 100% of the Taxable Value of the Property and the currently existing Real Property Improvements for five (5) years beginning January 1, 2019.
- 100% of the Taxable Value of the additional Real Property Improvements that currently do not exist and which will be constructed and issued a Certificate of Occupancy within five (5) years beginning January 1, 2019 for five (5) years beginning the tax year the Certificate of Occupancy is issued on the newly constructed real property.

The agreement shall be payable for a five (5) year period commencing with the tax year following the date of issuance of a certificate of occupancy for the project. At fiscal year-end, the City paid \$0 to the developer per this agreement.

Liberty Civil (City 380 Agreement)

On January 17, 2019, the City Council approved an Economic Development Incentive Agreement with Liberty Civil Construction, LLC and Prelude Ventures, LLC, encompassing the development and construction of a shop facility that will employ at least 150 full time employees. The developer will also construct the Utility Extension Project and will relocate all equipment associated with the Business to the property so that the City will receive the revenues from business personal property taxes on said equipment. The incentives offered by the City are performance based and include:

- One hundred percent (100%) of the ad valorem taxes collected and received by the City on the Added Taxable Value to the property for the first 5 years.
- Up to \$750,000 in infrastructure reimbursements related to the Utility Extension Project.

At fiscal year-end, the City paid \$750,000 to the developer to fulfill the infrastructure reimbursement obligation, and \$0 in ad valorem taxes rebated.

Leander Springs, LLC (City 380 Agreement)

On June 4, 2020, the City Council approved an Economic Development Incentive Agreement with Leander Springs, LLC, encompassing the purchase and development of property that will consist of commercial, retail office space, ground floor retail, commercial linear retail, freestanding retail, multi-family, a full service hotel, and the Crystal Lagoon. The incentives offered by the City are performance based and include:

- Property Tax Rebates – The annual amount of the Property Tax Rebate shall be fifty percent (50%) of the property taxes, beginning the year and for each subsequent year up to fourteen additional years in which the ongoing grant criteria are met.
- Sales Tax Rebates – The City shall commence payments of the Sales Tax Rebate to the Owner for each calendar quarter that the ongoing grant criteria are met for a total period of up to fifteen years, or 60 calendar quarters. The annual amount of Sales Tax Rebate shall be:
 - First five years: Fifty percent (50%) of Sales Tax
 - Second five years: Forty percent (40%) of Sales Tax
 - Third five years: Thirty-five percent (35%) of Sales Tax
- Hotel Occupancy Tax – The annual amount of HOT Rebate shall be twenty-five percent (25%) of Local Hotel Occupancy Taxes received by the City for a period of up to ten (10) years, beginning with the first calendar quarter of the first calendar year following the year in which the ongoing grant criteria are met.

At fiscal year-end, the City paid \$0 to the developer per this agreement.

Lone Star Tangible Assets, LP (City 380 Agreement)

On November 2, 2017, the City Council approved an Economic Development Incentive Agreement with the Lone Star Tangible Assets, LP, encompassing the development of a facility that will result in a taxable value of the Property, Real Property Improvements and Business Personal Property on the property of at least \$10,000,300. The incentives offered by the City are performance based and include:

- Property Tax and Personal Property Tax Rebates – Annual Rebates to begin after the Real Property Improvements on the property are constructed, a certificate of occupancy is issued for the facility, and the company begins business operations.
 - First Seven (7) Years: One hundred percent (100%) of the annual amount of the Real Property Taxes and Business Personal Property Taxes received by the City from the Business Personal Property, Property and the Real Property Improvements.
 - Three (3) Years Thereafter: Fifty percent (50%) of the annual amount of the Real Property Taxes and Business Personal Property Taxes received by the City from the Business Personal Property, Property and the Real Property Improvements.
- Infrastructure Grant – The City shall pay up to \$1.5 million for construction of roadways, the extension and installation of utility infrastructure, other site improvements that add to the taxable value of the premises.
- Supplemental Grant – The City shall pay \$600,000 from currently available City funds to be payable in six (6) annual grants equal to \$100,000 per year.

On April 27, 2020, the City fulfilled the last payment to fund the \$1.5 million Infrastructure Grant. At fiscal year end, the City paid \$80,952 in real and personal property tax rebates, and \$100,000 towards the Supplemental Grant.

Cookie Hotels, LLC (City 380 Agreement)

On June 12, 2019, the City Council approved an Economic Development Incentive Agreement with Cookie Hotels, LLC, to enhance and promote tourism and the convention and hotel industry as permitted by Chapter 351 of the Texas Tax Code.

Subject to performance the grantee is eligible to receive an annual grant from the City's hotel tax fund of an amount equal to 50% of increased added value of real and business personal property taxes for five years and 25% of increased added value of real and business personal property taxes for three additional years. In FY 2022, the City paid \$9,689.

Highland Homes (City 380 Agreement)

Effective November 1, 2015, the City Council approved an Economic Development Incentive Agreement with Highland Homes Austin, LLC. The grantee will receive an incentive payment equal to 60% of local sales taxes paid to the City of Leander annually for ten years. In FY 2022, the City paid \$22,215.

Toll Brothers (City 380 Agreement)

Effective November 1, 2015, the City Council approved an Economic Development Incentive Agreement with Toll Bros., Inc. The grantee will receive an incentive payment equal to 60% of local sales taxes paid to the City of Leander annually for ten years. In FY 2022, the City paid \$0.

Pulte Homes (City 380 Agreement)

Effective November 1, 2015, the City Council approved an Economic Development Incentive Agreement with Pulte Homes of Texas, L.P. The grantee will receive an incentive payment equal to 60% of local sales taxes paid to the City of Leander annually for ten years. In FY 2022, the City paid \$0.

Thirsty Chicken, LLC (City 380 Agreement)

On July 8, 2020, the City Council approved an Economic Development Incentive Agreement with Thirsty Chicken, LLC, encompassing renovations and improvements to the building and the property located at 104 W. Willis Street, within which the company will operate a restaurant. These improvements are to be completed by February 28, 2021. In exchange for the Company's compliance with the terms of the agreement, the City agrees to provide an economic incentive in the form of matching funds, to pay to the Company the lower of: (1) an amount equal to one-half of the amount spent by the Company on the work; or (2) twenty thousand dollars (\$20,000). At fiscal year end, the City has paid out \$0 per this agreement.

The No. 1 Sideline, Inc. (City 380 Agreement)

On April 30, 2021, the City Council approved an Economic Development Incentive Agreement with The No. 1 Sideline, Inc., encompassing renovations and improvements to the building and property located at 105 W. Willis Street, within which the company will operate its dine-in food and beverage service under the name "Maggie Mae's Old Town Pub." The economic incentive provided to the company under this agreement is an interest-free forgivable loan in the amount of up to \$50,000. The loan will be provided in the form of reimbursements for allowable expenses not to exceed \$50,000. At fiscal year end, the City has paid out \$50,000 per this agreement.

Braun and Butler Construction, Inc. (City 380 Agreement)

Effective April 17, 2019, the City Council approved an Economic Development Incentive Agreement with Braun and Butler Construction, Inc. The company is required to construct a facility in Leander and invest a minimum of \$900,000 towards real property improvements. The company is also required to maintain a minimum number of employees during the incentive period. On October 7, 2020 the Agreement was amended to reduce the City's grant commitment to a maximum of \$30,000. At fiscal year end, the City has paid out \$0 per this agreement.

Ride or Die, LLC (City 380 Agreement)

Effective August 26, 2021, the City Council approved an Economic Development Incentive Agreement with Ride or Die, LLC. The company is granted a twenty-year lease to City-owned property located at 104 N. Brushy Street ("Davis House"). The permitted uses for the leased premises include a bar, restaurant, brew pub, taproom, beer garden, and associated special events. In addition to other lessee obligations, the company is required to invest a minimum of \$300,000 in improvements to the premises and obtain a certificate of occupancy within eighteen months. The company shall be entitled to receive a grant of \$30,000 upon issuance of the certificate of obligation and compliance with all terms and conditions of the Agreement. At fiscal year end, the City has paid out \$0 per this agreement.

Project Cutting Edge – Cangshan Cutlery Company & Subsidiaries (City 380 Agreement)

Effective June 20, 2021, the City Council approved an Economic Development Incentive Agreement with Cangshan Cutlery Company, New Star Foodservice, Inc., Everware International, and CMHH Heritage, LLC. Collectively, the companies are obligated to construct a minimum 400,000 square foot facility which will be the global corporate headquarters for Cangshan Cutlery and invest a minimum of \$35,000,000 in real property improvements and a minimum of \$5,000,000 of business personal property by December 31, 2025. In addition, the company must maintain a minimum of 150 employees no later than the fifth anniversary of the building's certificate of occupancy, with a subsequent increase to 200 employees by the seventh anniversary. The company is entitled to receive a maximum incentive grant of \$5,500,000 over the life of the agreement in the form of fee waivers (maximum amount equal to \$551,565), local sales tax rebate (80%) for ten years and property tax rebate (45%) for ten years. At fiscal year end, the City has paid out \$0 per this agreement.

Project Cutting Edge – Upper 40 & Lower 40 LLC (City 380 Agreement)

Effective June 30, 2021, the City Council approved an Economic Development Incentive Agreement with Upper Forty, LLC and Lower Forty, LLC. Each company owns a parcel that will be sold as part of the Cutting Edge Agreement and are collectively responsible for construction of necessary roadway improvements required in that Agreement. Collectively, the companies are entitled to a maximum incentive of \$1,600,000 in the form of local sales tax and property tax rebates over ten years and subject to satisfactory performance of obligations under the Agreement. At fiscal year end, the City has paid out \$0 per this agreement.

Prism Electric (City 380 Agreement)

Effective January 19, 2021, the City Council approved an Economic Development Incentive Agreement with Prism Electric, Inc. The company is required to construct a minimum of 10,000 square foot facility on the property located at 1503 Leander Drive, within which the company will operate an electrical contracting business and employ at least 30 employees. The economic incentive provided to the company under this agreement is a fifty percent (50%) reduction in roadway adequacy fees associated with the construction of the facility, totaling an amount of \$20,763. The grant will take the form of credit in the amount of the grant amount, which will be applied to the roadway adequacy fees related to the project. The company shall complete the construction of the facility and obtain a certificate of occupancy for the facility by December 31, 2021. At fiscal year end, the City paid \$0 per this agreement.

I. Tax Abatements

TIRZ Reimbursement Agreements

The City of Leander negotiates what the City refers to as TIRZ Reimbursement Agreements with persons who develop property within the City of Leander Tax Increment Reinvestment Zone No. 1 (the "TIRZ"). The TIRZ is governed by a Board that includes a representative from Williamson County because the County is a participant in the TIRZ. The TIRZ also operates through the Leander Development Authority, Inc. (the "LDA"), whose board is comprised of the same members as the TIRZ Board. The TIRZ was created and the Reimbursement Agreements are entered pursuant to Chapter 311, Texas Tax Code. Under the TIRZ, fifty percent of both City and Williamson County property tax revenues that come from taxing the captured appraised value of the property within the TIRZ are deposited into the TIRZ Fund held by the City. The funds are used to pay for public improvement projects and administrative expenses that are set forth in the TIRZ project plan. The TIRZ Reimbursement Agreements entered with developers from time to time require the developer to construct certain public improvements that are eligible to be paid for from the TIRZ Fund, and further provide for the developer to be paid over time for the cost of constructing such improvements from the property tax revenues received by the City on a percentage of the captured appraised value on developer's property. (A few agreements also allow the developer to receive a small percentage of the property taxes on all property within the TIRZ boundaries.) TIRZ revenues are not paid until the public improvements are completed and accepted by the City and the cost of constructing the public improvements (which would be the TIRZ reimbursement amount) are verified by the City Engineer.

The purpose and provisions of each agreement are described in detail in the Outstanding Commitments section above. For fiscal year 2022, the city rebated \$2,500,478 in property taxes for TIRZ projects.

Chapter 380 Economic Development Agreements

Chapter 380, Texas Local Government Code authorizes the City to grant public funds to promote economic development and to stimulate commercial and business activity in the City. The City has adopted two economic development programs – a general economic development program and an economic development program applicable to the development to the area known as Old Town. Some of the agreements provide for rebates of property taxes received on the property in exchange for certain performance measures being met. In those agreements, if the performance measure is met, the rebate is paid. If the performance measure is not met, the payment is not made. Other agreements provide for the City to participate in paying or constructing public utilities. Other agreements provide for a grant of funds which must be repaid if certain performance measures are not met.

The purpose and provisions of each agreement are described in detail in the Outstanding Commitments section above. For fiscal year 2022, the city rebated \$1,670,630 in property taxes for 380 development projects.

Other

The City is a party to three Facilities Agreements with Travis County Municipal Utility District No. 19, No. 20, and No. 21, respectively, to rebate a portion of property taxes received by the City on property within the municipal utilities' district boundaries to pay for the construction of public improvements that are to be constructed and conveyed to the City for ownership, maintenance, and operation. For fiscal year 2022, the city rebated \$1,531,502 in property Taxes per these Facilities Agreements.

J. Joint Venture

The City entered into an agreement dated September 2, 2008, with the Cities of Round Rock and Cedar Park for the financing, construction, and operation of the Brushy Creek Regional Utility Authority (BCRUA). The BCRUA intends to own, design, finance, construct, acquire, maintain and operate the System in a manner that will allow the BCRUA to deliver potable water to the cities. The plant opened in June 2012.

The City accounts for this partnership as a joint venture. The City's equity interest is calculated in accordance with the agreement with BCRUA. The City shares in the operating results of this joint venture so the City adjusts its equity interest by the amount of its participating share of the joint venture's change in net position. Separate financial statements can be obtained by contacting the Board of Directors of the BCRUA at 221 E. Main Street, Round Rock, Texas 78664. Condensed financial statements for BCRUA are as follows:

Statement of Net Position

September 30, 2022

	BCRUA	Leander's Interest
Assets		
Cash and cash equivalents	\$ 2,816,432	\$ 1,824,714
Accounts Receivable	1,269,398	786,216
Restricted cash and cash equivalents	132,727,983	43,681,896
Capital assets	<u>192,603,142</u>	<u>91,021,950</u>
Total assets	<u>329,416,955</u>	<u>137,314,776</u>
Deferred outflows of resources - refunding	<u>11,824,408</u>	<u>5,390,709</u>
Liabilities		
Accounts payable	10,559,822	4,670,958
Retainage payable	433,748	187,093
Due to partner cities	1,207,734	629,867
Accrued interest	1,285,980	587,852
Premiums	8,064,742	3,312,340
Bonds payable	<u>271,765,000</u>	<u>119,035,000</u>
Total liabilities	<u>293,317,026</u>	<u>128,423,110</u>
Net Position	<u>\$ 47,924,337</u>	<u>\$ 14,282,375</u>

Statement of Activities and Changes in Net Position

For the Year Ended September 30, 2022

	BCRUA	Leander's Interest
Operating revenues	\$ 3,463,968	\$ 2,226,588
Operating expenses	(14,678,463)	(7,558,620)
Nonoperating loss	<u>(2,916,529)</u>	<u>(1,012,231)</u>
Income before contributions	<u>(14,131,024)</u>	<u>(6,344,263)</u>
Capital contributions	26,988,866	9,379,116
Change in net position	<u>12,857,842</u>	<u>3,034,853</u>
Net position, beginning	<u>35,066,495</u>	<u>11,247,522</u>
Net position, ending	<u>\$ 47,924,337</u>	<u>\$ 14,282,375</u>

During the year ended September 30, 2022, BCRUA issued contract revenue bonds dated November 16, 2021, totaling \$115,310,000. The bonds mature serially beginning August 1, 2022 through August 1, 2051, with coupon rates ranging from .160% to 2.720%. Proceeds from the bond issue are restricted for the construction and equipment of the second phase of the BCRUA Regional Water Treatment and Distribution Project. The bonds were issued in two series, one each for Cedar Park and Leander, for each respective city's share of expected project costs. Leander issued a second tranche in November of 2022 to fully fund its share of costs, see note 7 for additional information. Each bond series is payable solely from and secured, in part, by an assignment of the bond payments made under the Master Contract Agreement dated September 2, 2008 by and between each city. Each city is solely responsible for bond payments on its series of bonds. No city has any liability or responsibility for any bond payment on a series of bonds issued for another city.

During the year ended September 30, 2019, BCRUA issued contract revenue bonds dated November 14, 2018, totaling \$15,740,000. The bonds mature serially beginning August 1, 2019 through August 1, 2038, with coupon rates ranging from 1.210% to 4.000%. Proceeds from the bond issue are restricted for the construction and equipment of the second phase of the BCRUA Regional Water Treatment and Distribution Project. The bonds were issued in two series, one series for two of the partner city's share of expected project costs. Leander's portion of the debt is \$8,770,000. Each bond series is payable solely from and secured, in part, by an assignment of the bond payments made under the Master Contract Agreement dated September 2, 2008 by and between each city. Each city is solely responsible for bond payments on its series of bonds. No city has any liability or responsibility for any bond payment on a series of bonds issued by another city.

During the year ended September 30, 2018, BCRUA issued contract revenue bonds dated November 16, 2017, totaling \$16,995,000. The bonds mature serially beginning August 1, 2018 through August 1, 2037, with coupon rates ranging from 0.580% to 2.290%. Proceeds from the bond issue are restricted for the construction and equipment of the second phase of the BCRUA Regional Water Treatment and Distribution Project. The bonds were issued in three series, one series for each partner city's share of expected project costs. Each bond series is payable solely from and secured, in part, by an assignment of the bond payments made under the Master Contract Agreement dated September 2, 2008 by and between each city. Each city is solely responsible for bond payments on its series of bonds. No city has any liability or responsibility for any bond payment on a series of bonds issued for another city.

During the year ended September 30, 2017, BCRUA issued contract revenue refunding bonds dated April 19, 2017, totaling \$80,505,000. The bonds mature in 2017 through 2038, with coupon rates ranging from 2.0% to 5.0%. The bonds were issued by the City of Leander, to refund bonds outstanding for the City of Leander. Each bond series is payable solely from and secured, in part, by an assignment of the bond payments made under the Master Contract Agreement dated September 2, 2008, as amended, by and between each city. The City of Leander is solely responsible for bond payments on its series of bonds. No city has any liability or responsibility for any bond payment on a series of bonds issued for another city. The refunding reduced BCRUA's total debt service payments over the next 22 years by \$17,898,892 and generated an economic gain of \$12,596,769 and a deferred charge on refunding of \$7,246,648.

As of year-end the annual requirements to retire the City of Leander's portion of contract revenue debt are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ 4,605,000	\$ 3,605,489	\$ 8,210,489
2024	4,780,000	3,458,555	8,238,555
2025	4,955,000	3,301,963	8,256,963
2026	5,825,000	3,134,672	8,959,672
2027	5,890,000	3,238,276	9,128,276
2028-2032	32,285,000	13,524,029	45,809,029
2033-2037	38,175,000	7,762,874	45,937,874
2038-2042	15,015,000	1,688,745	16,703,745
2043-2047	7,505,000	452,085	7,957,085
Total	<u>\$ 119,035,000</u>	<u>\$ 40,166,688</u>	<u>\$ 159,201,688</u>

K. Future Financial Reporting Requirements

The GASB has issued the following statement which will become effective in future years.

Statement No. 93, Replacement of Interbank Offered Rates – Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)-most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate. GASB 93 will become effective for reporting periods beginning after June 15, 2021, and the impact has not yet been determined.

Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements – The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. GASB 94 will become effective for reporting periods beginning after June 15, 2022, and the impact has not yet been determined.

Statement No. 96, Subscription-Based Information Technology Arrangements – This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended. GASB 96 will become effective for reporting periods beginning after June 15, 2022, and the impact has not yet been determined.

Statement No. 101, Compensated Absences - The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will become effective for reporting periods beginning after December 15, 2023, and the impact has not yet been determined.



**REQUIRED
SUPPLEMENTARY INFORMATION**

CITY OF LEANDER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes:				
Property	\$ 24,460,000	\$ 24,460,000	\$ 24,478,045	\$ 18,045
Franchise	3,493,000	3,493,000	4,002,483	509,483
Sales	9,800,000	10,156,360	10,907,878	751,518
Mixed beverage	42,500	42,500	79,695	37,195
Licenses and permits	7,879,500	8,124,500	10,046,224	1,921,724
Intergovernmental	496,500	496,500	546,228	49,728
Fines and forfeitures	368,500	368,500	344,639	(23,861)
Charges for services	4,951,910	4,951,910	5,745,887	793,977
Interest	54,417	54,417	(4,105,426)	(4,159,843)
Donations and contributions	673,000	673,000	75,952	(597,048)
Other	596,625	607,275	638,581	31,306
Total revenues	<u>52,815,952</u>	<u>53,427,962</u>	<u>52,760,186</u>	<u>(667,776)</u>
EXPENDITURES				
Current:				
General government	17,470,099	17,713,099	15,726,236	1,986,863
Public safety	21,692,716	21,831,716	23,019,385	(1,187,669)
Public works	8,581,003	8,581,003	8,304,904	276,099
Parks and recreation	3,312,056	3,527,566	3,534,263	(6,697)
Capital outlay	2,976,311	3,390,811	1,322,178	2,068,633
Total expenditures	<u>54,032,185</u>	<u>55,044,195</u>	<u>51,906,966</u>	<u>3,137,229</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(1,216,233)</u>	<u>(1,616,233)</u>	<u>853,220</u>	<u>2,469,453</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	1,350,000	1,350,000	1,350,000	-
Transfers out	(5,671,984)	(5,726,984)	(5,078,323)	648,661
Sale of capital assets	5,000	5,000	72,000	67,000
Total other financing sources and uses	<u>(4,316,984)</u>	<u>(4,371,984)</u>	<u>(3,656,323)</u>	<u>715,661</u>
NET CHANGE IN FUND BALANCES	<u>(5,533,217)</u>	<u>(5,988,217)</u>	<u>(2,803,103)</u>	<u>3,185,114</u>
FUND BALANCES, BEGINNING	<u>29,041,883</u>	<u>29,041,883</u>	<u>29,041,883</u>	<u>-</u>
FUND BALANCES, ENDING	<u>\$ 23,508,666</u>	<u>\$ 23,053,666</u>	<u>\$ 26,238,780</u>	<u>\$ 3,185,114</u>

CITY OF LEANDER, TEXAS

NOTES TO BUDGETARY INFORMATION

SEPTEMBER 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City follows these procedures in establishing budgetary data reflected in the financial statements:

- (1) Sixty days prior to the beginning of each fiscal year, the City Manager submits to the City Council a proposed budget for fiscal year beginning on the following October 1. The operating budget includes proposed expenditures and the means of financing them. Work sessions are conducted to obtain Council Member comments, and public hearings are conducted to obtain citizen comments. The budget is legally enacted by the City Council through the adoption of an ordinance prior to the beginning of the fiscal year. The City Manager is authorized to transfer budgeted amounts between a line item within a fund. Any revisions that alter the total expenditures of any fund must be approved by the City Council.
- (2) Formal budgetary integration is employed as a management control device during the year for all governmental and proprietary fund types. The budgets for all funds are adopted annually on a basis consistent with generally accepted accounting principles, except for the Capital Projects fund. The Capital Projects Fund is approved based on the life of the respective projects and not on an annual basis. Appropriations lapse at year-end.
- (3) A budgetary comparison schedule is presented as required supplementary information for the General Fund. Additionally, a budgetary comparison schedule is presented for the Debt Service Fund as a supplementary schedule.
- (4) The budgetary comparison schedule included in the required supplementary information presents a comparison of budgetary data to actual results of operations for the General Fund. A comparison of budgetary data to actual results of operations for the Debt Service Fund is presented as supplementary information.

2. EXCESS OF EXPENDITURES OVER APPROPRIATIONS

At September 30, 2022, expenditures exceeded appropriations in the General Fund for Public Safety and Parks and Recreation in the amount of \$1,187,669 and \$6,697 respectively. The appropriations in other functions covered excess expenditures in in those functions.

SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Measurement Period December 31,	2014	2015
A. Total pension liability		
Service Cost	\$ 1,575,854	\$ 2,037,325
Interest (on the Total Pension Liability)	1,387,951	1,585,893
Difference between expected and actual experience	148,537	217,937
Changes of assumptions	-	281,982
Benefit payments, including refunds of employee contributions	(522,639)	(508,019)
Net change in total pension liability	2,589,703	3,615,118
Total pension liability - beginning	19,301,265	21,890,968
Total pension liability - ending (a)	21,890,968	25,506,086
B. Plan fiduciary net position		
Contributions - employer	1,108,677	1,369,777
Contributions - employee	720,678	866,947
Net investment income	867,004	25,555
Benefit payments, including refunds of employee contributions	(522,639)	(508,019)
Administrative expenses	(9,048)	(15,560)
Other	(744)	(768)
Net change in plan fiduciary net position	2,163,928	1,737,932
Plan fiduciary net position - beginning	15,148,751	17,312,679
Plan fiduciary net position - ending (b)	17,312,679	19,050,611
C. Net pension liability - ending (a) - (b)	\$ 4,578,289	\$ 6,455,475
D. Plan fiduciary net position as a percentage of total pension liability	79.09%	74.69%
E. Covered payroll	\$ 10,295,399	\$ 12,384,957
F. Net position liability as a percentage of covered payroll	44.47%	52.12%

Note: This schedule is required to include 10 years of information, but information prior to 2014 is not available.

2016	2017	2018	2019	2020	2021
\$ 2,316,120	\$ 2,662,606	\$ 3,019,812	\$ 3,424,321	\$ 3,724,755	\$ 4,200,666
1,780,334	2,038,918	2,347,731	2,684,008	3,096,408	3,572,368
116,869	241,214	40,140	183,244	764,402	48,859
-	-	-	332,634	-	-
(577,663)	(533,720)	(558,947)	(697,170)	(632,401)	(912,126)
3,635,660	4,409,018	4,848,736	5,927,037	6,953,164	6,909,767
<u>25,506,086</u>	<u>29,141,746</u>	<u>33,550,764</u>	<u>38,399,500</u>	<u>44,326,537</u>	<u>51,279,701</u>
<u>29,141,746</u>	<u>33,550,764</u>	<u>38,399,500</u>	<u>44,326,537</u>	<u>51,279,701</u>	<u>58,189,468</u>
1,595,853	1,991,810	2,240,831	2,492,822	2,676,336	3,005,474
962,187	1,107,442	1,263,076	1,426,801	1,556,010	1,750,278
1,290,733	3,099,303	(839,927)	4,664,456	2,888,972	5,810,171
(577,663)	(533,720)	(558,947)	(697,170)	(632,401)	(912,126)
(14,540)	(16,022)	(16,184)	(26,244)	(18,616)	(26,765)
(783)	(812)	(846)	(787)	(727)	183
3,255,787	5,648,001	2,088,003	7,859,878	6,469,574	9,627,215
<u>19,050,611</u>	<u>22,306,398</u>	<u>27,954,399</u>	<u>30,042,402</u>	<u>37,902,280</u>	<u>44,371,854</u>
<u>22,306,398</u>	<u>27,954,399</u>	<u>30,042,402</u>	<u>37,902,280</u>	<u>44,371,854</u>	<u>53,999,069</u>
\$ <u>6,835,348</u>	\$ <u>5,596,365</u>	\$ <u>8,357,098</u>	\$ <u>6,424,257</u>	\$ <u>6,907,847</u>	\$ <u>4,190,399</u>
76.54%	83.32%	78.24%	85.51%	86.53%	92.80%
\$ 13,745,522	\$ 15,820,596	\$ 17,964,380	\$ 20,382,865	\$ 22,224,075	\$ 25,003,965
49.73%	35.37%	46.52%	31.52%	31.08%	16.76%

CITY OF LEANDER, TEXAS

DRAFT

SCHEDULE OF PENSION CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

For the Year Ended September 30,	2014	2015
Actuarial determined contribution	\$ 1,106,661	\$ 1,256,450
Contributions in relation to the actuarially determined contribution	<u>1,106,661</u>	<u>1,256,450</u>
Contribution deficiency (excess)	-	-
Covered payroll	10,134,499	11,426,686
Contributions as a percentage of covered payroll	10.92%	11.00%

NOTES TO SCHEDULE OF CONTRIBUTIONS

Valuation Date Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	24 years
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 11.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information There were no benefit changes during the year.

This schedule is required to include 10 years of information, but information prior to 2014 is not available.

2016	2017	2018	2019	2020	2021	2022
\$ 1,525,990	\$ 1,869,828	\$ 2,173,264	\$ 2,435,136	\$ 2,646,828	\$ 2,947,577	\$ 3,508,821
<u>1,525,990</u>	<u>1,869,828</u>	<u>2,173,264</u>	<u>2,435,136</u>	<u>2,646,828</u>	<u>2,947,577</u>	<u>3,508,821</u>
-	-	-	-	-	-	-
13,347,099	15,154,134	17,415,083	19,823,824	21,642,860	24,259,345	28,617,752
11.43%	12.34%	12.48%	12.28%	12.23%	12.15%	12.26%

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
RETIREE HEALTH PLAN

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Measurement Period September 30,	2018	2019	2020	2021	2022
A. Total OPEB liability					
Service Cost	\$ 32,787	\$ 34,118	\$ 34,118	\$ 58,886	\$ 58,886
Interest (on the Total OPEB Liability)	12,485	13,571	16,893	13,588	15,219
Difference between expected and actual experience	-	-	-	-	(111,775)
Changes of assumptions	-	-	112,056	-	(150,552)
Net change in Total OPEB liability	45,272	47,689	163,067	72,474	(188,222)
Total OPEB liability - beginning	<u>288,999</u>	<u>334,271</u>	<u>381,960</u>	<u>545,027</u>	<u>617,501</u>
Total OPEB liability - ending (a)	<u>\$ 334,271</u>	<u>\$ 381,960</u>	<u>\$ 545,027</u>	<u>\$ 617,501</u>	<u>\$ 429,279</u>
B. Covered employee payroll					
	\$ 15,319,631	\$ 15,319,631	\$ 19,963,879	\$ 19,963,879	\$ 24,117,578
C. Total OPEB liability as a percentage of covered employee payroll					
	2.18%	2.49%	2.73%	3.09%	1.78%

Notes to Schedule:

- This schedule is required to have 10 years of information, but the information prior to 2018 is not available.
- Included in the changes of assumptions was a change in the discount rate.

CITY OF LEANDER, TEXAS

DRAFT

**SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM - SUPPLEMENTAL DEATH BENEFITS FUND**

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Measurement Period December 31,	2017	2018	2019	2020	2021
A. Total OPEB liability					
Service Cost	\$ 26,895	\$ 35,929	\$ 34,651	\$ 48,893	\$ 75,012
Interest (on the Total OPEB Liability)	10,479	11,481	13,259	13,561	12,806
Difference between expected and actual experience	-	(5,859)	(4,439)	(15,521)	(1,827)
Changes of assumptions	29,440	(28,471)	87,269	92,030	25,255
Benefit payments, including refunds of employee contributions	(1,582)	(1,796)	(2,038)	(2,222)	(7,501)
Net change in Total OPEB liability	65,232	11,284	128,702	136,741	103,745
Total OPEB liability - beginning	<u>264,564</u>	<u>329,796</u>	<u>341,080</u>	<u>469,782</u>	<u>606,523</u>
Total OPEB liability - ending (a)	<u>\$ 329,796</u>	<u>\$ 341,080</u>	<u>\$ 469,782</u>	<u>\$ 606,523</u>	<u>\$ 710,268</u>
B. Covered employee payroll					
	\$ 15,855,577	\$ 17,951,579	\$ 20,382,865	\$ 22,224,075	\$ 25,003,965
C. Total OPEB liability as a percentage of covered employee payroll					
	2.08%	1.90%	2.30%	2.73%	2.84%

Notes to Schedule:

- No assets are accumulated in a trust for the SDBF plan to pay related benefits that meets the criteria in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*.
- Included in the changes of assumptions were changes to the discount rate and the change in the actuarial assumptions adopted in 2019 based on the actuarial investigation of the experience of TMRS over the period from December 31, 2014 to December 31, 2018.
- This schedule is required to have 10 years of information, but the information prior to 2017 is not available.



COMBINING STATEMENTS AND SCHEDULE



NONMAJOR GOVERNMENTAL FUNDS**Special Revenue Funds**

Special Revenue Funds account for specific resources, other than major capital projects that are restricted to expenditures for specific purposes.

Traffic Impact Analysis – To account for payments “in-lieu of” paying a fee made by developers rather than construct improvements to a substandard street if that street abutted the property being developed. The fund also establishes a fee to be paid by developers for the impact their development will have on traffic conditions.

Court Fees – To account for fees assessed on certain citations filed in municipal court. These fees are to help provide security for court personnel and assist with technology related expenditures that improve the efficiency of the court system.

Parks & Recreation – To account for amounts received through the parkland dedication ordinance and other recreational activities that are designated for recreational programs and capital improvements within the City.

Federal ARPA Grant – To account for the American Recovery Plan Act federal grant which provides funding to state and local governments in response to the economic disruptions caused by the Coronavirus pandemic. These funds are allocated to promote the City’s utility infrastructure and to promote water conservation.

Developmental – To account for economic incentive agreements and/or grants that are geared to promote development within the City.

Tax Increment Reinvestment Zone #1 – To account for a special zone created by City Council in 2006 to attract new investment in the area. The District has a separate board of directors who are charges with implementing the Financing Plan that accompanied the creation of the zone. Both, the City and Williamson County contribute 50% of their respective tax collections on the “incremental” value of property within the district to the TIRZ fund.

Public Arts – This fund was established by the City Council to promote public art and education that contributes to a sense of community in Leander. Funding sources for this fund include utility bill donations, a percentage of certain city capital improvement projects, voluntary donations by private capital improvement project developers and other private donations or grants.

Hotel Occupancy Tax – To account for the levy and use of the 7% hotel – motel bed tax received. Proceeds from this tax are to be used toward tourism, community events, cultural enhancements, construction and maintenance that prompts tourism and promotion of the City.

Public Safety – To account for amounts received through public safety grants, community outreach, revenue rescue, selective traffic enforcement program, forfeitures, and alarm system permitting fees that promote safety in our community.

Public Improvement Districts – To account for special districts created by the City under the authority of Chapter 372 of the Texas Local Code. The statute allows for a city to levy a special assessment against properties within the District to pay for improvements to the properties within the District. The City currently has three public improvement districts in the following developments: Oak Creek, Deerbrooke and Crystal Springs.

CITY OF LEANDER, TEXAS

COMBINING BALANCE SHEET

NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2022

	Traffic Impact Analysis	Court Fees	Parks & Recreation	Federal ARPA Grant
ASSETS				
Cash and investments	\$ 4,323,339	\$ 132,839	\$ 4,047,469	\$ 2,849,397
Due from other governments	-	-	-	-
Other receivables	-	-	50	-
Total assets	<u>4,323,339</u>	<u>132,839</u>	<u>4,047,519</u>	<u>2,849,397</u>
LIABILITIES				
Accounts payable	-	654	41,959	-
Retainage payable	-	-	-	-
Accrued liabilities	-	175	-	-
Unearned revenue	-	-	-	2,829,423
Customer deposits	-	-	250	-
Total liabilities	<u>-</u>	<u>829</u>	<u>42,209</u>	<u>2,829,423</u>
FUND BALANCES				
Restricted for:				
Traffic impact analysis	4,323,339	-	-	-
Court security	-	129,188	-	-
Court technology	-	2,822	-	-
Parks	-	-	3,839,974	-
Police	-	-	-	-
Fire	-	-	-	-
Economic development	-	-	-	-
Medical complex	-	-	-	-
Public works	-	-	-	-
TIRZ #1 projects	-	-	-	-
Public improvement districts	-	-	-	-
Committed:				
Parks	-	-	165,336	-
Public arts	-	-	-	-
Capital projects	-	-	-	19,974
Total fund balances	<u>4,323,339</u>	<u>132,010</u>	<u>4,005,310</u>	<u>19,974</u>
Total liabilities and fund balances	<u>\$ 4,323,339</u>	<u>\$ 132,839</u>	<u>\$ 4,047,519</u>	<u>\$ 2,849,397</u>

Developmental	Tax Increment Reinvestment Zone #1	Public Arts	Hotel Occupancy Tax	Public Safety	Public Improvement Districts	Total Nonmajor Governmental Funds
\$ 4,605,129	\$ 385,421	\$ 6,159	\$ 86,048	\$ 703,578	\$ 2,674,043	\$ 19,813,422
-	-	-	-	29,694	-	29,694
-	-	-	41,009	13,290	-	54,349
<u>4,605,129</u>	<u>385,421</u>	<u>6,159</u>	<u>127,057</u>	<u>746,562</u>	<u>2,674,043</u>	<u>19,897,465</u>
38,096	46,530	3,729	97,279	3,953	-	232,200
-	-	-	-	-	232,407	232,407
-	-	-	-	1,848	-	2,023
4,551,400	-	-	-	-	-	7,380,823
-	-	-	-	-	-	250
<u>4,589,496</u>	<u>46,530</u>	<u>3,729</u>	<u>97,279</u>	<u>5,801</u>	<u>232,407</u>	<u>7,847,703</u>
-	-	-	-	-	-	4,323,339
-	-	-	-	-	-	129,188
-	-	-	-	-	-	2,822
-	-	-	-	-	-	3,839,974
-	-	-	-	499,730	-	499,730
-	-	-	-	241,031	-	241,031
-	-	-	29,778	-	-	29,778
1,102	-	-	-	-	-	1,102
14,531	-	-	-	-	-	14,531
-	338,891	-	-	-	-	338,891
-	-	-	-	-	2,441,636	2,441,636
-	-	-	-	-	-	165,336
-	-	2,430	-	-	-	2,430
-	-	-	-	-	-	19,974
<u>15,633</u>	<u>338,891</u>	<u>2,430</u>	<u>29,778</u>	<u>740,761</u>	<u>2,441,636</u>	<u>12,049,762</u>
\$ <u>4,605,129</u>	\$ <u>385,421</u>	\$ <u>6,159</u>	\$ <u>127,057</u>	\$ <u>746,562</u>	\$ <u>2,674,043</u>	\$ <u>19,897,465</u>

CITY OF LEANDER, TEXAS

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COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES

NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Traffic Impact Analysis	Court Fees	Parks & Recreation	Federal ARPA Grant
REVENUES				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Property assessments	-	-	-	-
Hotel occupancy	-	-	-	-
Licenses, permits and fees	1,601,426	-	1,303,628	-
Intergovernmental	-	-	-	-
Fines and forfeitures	-	29,669	-	-
Charges for services	-	-	427,864	-
Donations and contributions	-	-	1,591	-
Investment earnings	16,576	455	14,387	19,912
Other	-	-	81,311	-
Total revenues	<u>1,618,002</u>	<u>30,124</u>	<u>1,828,781</u>	<u>19,912</u>
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	330	25,151	-	-
Parks and recreation	-	-	358,497	-
Development services	-	-	-	-
Capital outlay	-	-	22,320	-
Debt service:				
Principal	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>330</u>	<u>25,151</u>	<u>380,817</u>	<u>-</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>1,617,672</u>	<u>4,973</u>	<u>1,447,964</u>	<u>19,912</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(50,526)	(663)	(360,500)	-
Issuance of bonds	-	-	-	-
Discount on issuance of bonds	-	-	-	-
Total other financing sources (uses)	<u>(50,526)</u>	<u>(663)</u>	<u>(360,500)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	<u>1,567,146</u>	<u>4,310</u>	<u>1,087,464</u>	<u>19,912</u>
FUND BALANCES, BEGINNING	<u>2,756,193</u>	<u>127,700</u>	<u>2,917,846</u>	<u>62</u>
FUND BALANCES, ENDING	<u>\$ 4,323,339</u>	<u>\$ 132,010</u>	<u>\$ 4,005,310</u>	<u>\$ 19,974</u>

Developmental	Tax Increment Reinvestment Zone #1	Public Arts	Hotel Occupancy Tax	Public Safety	Public Improvement Districts	Total Nonmajor Governmental Funds
\$ -	\$ 3,241,597	\$ -	\$ -	\$ -	\$ -	\$ 3,241,597
-	-	-	-	-	1,870,950	1,870,950
-	-	-	176,765	-	-	176,765
-	-	-	-	-	-	2,905,054
221,955	-	-	-	141,720	-	363,675
-	-	-	-	40,841	-	70,510
-	-	-	-	109,330	-	537,194
-	-	1,272	-	8,862	-	11,725
14,529	3,857	8	335	2,676	10,577	83,312
-	-	-	-	-	-	81,311
<u>236,484</u>	<u>3,245,454</u>	<u>1,280</u>	<u>177,100</u>	<u>303,429</u>	<u>1,881,527</u>	<u>9,342,093</u>
63,600	747,590	23,461	165,753	-	-	1,000,404
-	-	-	-	699,375	-	724,856
-	-	-	-	-	-	358,497
58,176	2,284,859	-	-	-	75,553	2,418,588
192,106	-	20,400	-	38,456	2,086,252	2,359,534
-	-	-	-	-	599,484	599,484
-	-	-	-	-	1,116,799	1,116,799
-	-	-	-	-	286,496	286,496
<u>313,882</u>	<u>3,032,449</u>	<u>43,861</u>	<u>165,753</u>	<u>737,831</u>	<u>4,164,584</u>	<u>8,864,658</u>
(77,398)	213,005	(42,581)	11,347	(434,402)	(2,283,057)	477,435
91,927	193,402	4,802	-	478,614	-	768,745
-	(402,549)	-	-	-	(1,164,866)	(1,979,104)
-	-	-	-	-	2,607,000	2,607,000
-	-	-	-	-	(19,950)	(19,950)
<u>91,927</u>	<u>(209,147)</u>	<u>4,802</u>	<u>-</u>	<u>478,614</u>	<u>1,422,184</u>	<u>1,376,691</u>
<u>14,529</u>	<u>3,858</u>	<u>(37,779)</u>	<u>11,347</u>	<u>44,212</u>	<u>(860,873)</u>	<u>1,854,126</u>
<u>1,104</u>	<u>335,033</u>	<u>40,209</u>	<u>18,431</u>	<u>696,549</u>	<u>3,302,509</u>	<u>10,195,636</u>
<u>\$ 15,633</u>	<u>\$ 338,891</u>	<u>\$ 2,430</u>	<u>\$ 29,778</u>	<u>\$ 740,761</u>	<u>\$ 2,441,636</u>	<u>\$ 12,049,762</u>

CITY OF LEANDER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL

DEBT SERVICE

FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes:				
Property	\$ 15,120,000	\$ 15,225,000	\$ 16,024,319	\$ 799,319
Interest	5,000	5,000	78,534	73,534
Total revenues	<u>15,125,000</u>	<u>15,230,000</u>	<u>16,102,853</u>	<u>872,853</u>
EXPENDITURES				
Current:				
General government	1,425,000	1,530,000	1,531,502	(1,502)
Debt service:				
Principal	7,425,000	7,425,000	7,547,086	(122,086)
Interest	<u>4,576,250</u>	<u>4,576,250</u>	<u>4,583,078</u>	<u>(6,828)</u>
Total expenditures	<u>13,426,250</u>	<u>13,531,250</u>	<u>13,661,666</u>	<u>(130,416)</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>1,698,750</u>	<u>1,698,750</u>	<u>2,441,187</u>	<u>742,437</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	<u>420,805</u>	<u>420,805</u>	<u>549,278</u>	<u>128,473</u>
Total other financing sources and uses	<u>420,805</u>	<u>420,805</u>	<u>549,278</u>	<u>128,473</u>
NET CHANGE IN FUND BALANCES	2,119,555	2,119,555	2,990,465	870,910
FUND BALANCES, BEGINNING	<u>2,690,378</u>	<u>2,690,378</u>	<u>2,690,378</u>	<u>-</u>
FUND BALANCES, ENDING	<u>\$ 4,809,933</u>	<u>\$ 4,809,933</u>	<u>\$ 5,680,843</u>	<u>\$ 870,910</u>

STATISTICAL SECTION

CITY OF LEANDER, TEXAS

NET POSITION BY COMPONENT

LAST EIGHT FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year		
	2015	2016	2017
Governmental activities:			
Net investment in capital assets	\$ 75,165,140	\$ 140,842,108	\$ 168,514,089
Restricted	2,730,185	4,497,206	5,562,935
Unrestricted	<u>28,828,103</u>	<u>7,589,638</u>	<u>5,382,712</u>
Total governmental activities net position	<u>\$ 106,723,428</u>	<u>\$ 152,928,952</u>	<u>\$ 179,459,736</u>
Business-type activities:			
Net investment in capital assets	\$ 83,664,281	\$ 115,283,378	\$ 136,762,438
Restricted	3,814,159	16,790,948	22,436,575
Unrestricted	<u>19,963,551</u>	<u>12,079,622</u>	<u>16,882,065</u>
Total business-type activities net position	<u>\$ 107,441,991</u>	<u>\$ 144,153,948</u>	<u>\$ 176,081,078</u>
Primary government:			
Net investment in capital assets	\$ 158,829,421	\$ 256,125,486	\$ 305,276,527
Restricted	6,544,344	21,288,154	27,999,510
Unrestricted	<u>48,791,654</u>	<u>19,669,260</u>	<u>22,264,777</u>
Total primary government net position	<u>\$ 214,165,419</u>	<u>\$ 297,082,900</u>	<u>\$ 355,540,814</u>

Source: Audited Financial Statements

Fiscal Year				
2018	2019	2020	2021	2022
\$ 191,962,306	\$ 228,047,144	\$ 250,591,941	\$ 304,010,088	\$ 382,808,095
11,571,105	8,537,383	9,658,496	12,178,592	17,072,779
9,412,710	10,081,650	14,949,966	26,291,987	27,840,135
<u>\$ 212,946,121</u>	<u>\$ 246,666,177</u>	<u>\$ 275,200,403</u>	<u>\$ 342,480,667</u>	<u>\$ 427,721,009</u>
\$ 167,640,781	\$ 188,309,639	\$ 225,476,813	\$ 261,412,635	\$ 295,439,437
31,542,559	43,712,234	53,902,965	50,775,465	64,416,915
11,369,666	11,295,646	9,483,162	40,554,274	57,378,162
<u>\$ 210,553,006</u>	<u>\$ 243,317,519</u>	<u>\$ 288,862,940</u>	<u>\$ 352,742,374</u>	<u>\$ 417,234,514</u>
\$ 359,603,087	\$ 416,356,783	\$ 476,068,754	\$ 565,422,723	\$ 678,247,532
43,113,664	52,249,617	63,561,461	62,954,057	81,489,694
20,782,376	21,377,296	24,433,128	66,846,261	85,218,297
<u>\$ 423,499,127</u>	<u>\$ 489,983,696</u>	<u>\$ 564,063,343</u>	<u>\$ 695,223,041</u>	<u>\$ 844,955,523</u>

CITY OF LEANDER, TEXAS

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CHANGES IN NET POSITION

LAST EIGHT FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year		
	2015	2016	2017
EXPENSES			
Governmental activities:			
General government	\$ 6,652,020	\$ 7,915,156	\$ 9,525,191
Public safety	10,859,060	12,925,282	14,725,636
Public works	5,997,440	7,867,572	11,022,251
Parks and recreation	2,173,112	2,639,568	2,595,825
Development services	-	-	6,073
Interest on long-term debt	<u>2,652,214</u>	<u>2,520,201</u>	<u>3,395,173</u>
Total governmental activities expenses	<u>28,333,846</u>	<u>33,867,779</u>	<u>41,270,149</u>
Business-type activities:			
Utility services	18,636,171	22,205,601	23,926,124
Golf course	<u>1,407,538</u>	<u>1,425,786</u>	<u>1,450,302</u>
Total business-type activities expenses	<u>20,043,709</u>	<u>23,631,387</u>	<u>25,376,426</u>
Total primary government program expenses	\$ <u>48,377,555</u>	\$ <u>57,499,166</u>	\$ <u>66,646,575</u>
PROGRAM REVENUES			
Governmental activities:			
Charges for services	\$ 9,120,578	\$ 10,337,137	\$ 11,926,500
Operating grants and contributions	406,539	208,073	435,300
Capital contributions	<u>22,994,334</u>	<u>41,599,077</u>	<u>28,321,938</u>
Total governmental activities program revenues	<u>32,521,451</u>	<u>52,144,287</u>	<u>40,683,738</u>
Business-type activities:			
Charges for services	20,529,669	23,851,316	26,647,379
Capital contributions	<u>17,677,158</u>	<u>37,650,250</u>	<u>31,749,218</u>
Total business-type activities program revenues	<u>38,206,827</u>	<u>61,501,566</u>	<u>58,396,597</u>
Total primary government program revenues	\$ <u>70,728,278</u>	\$ <u>113,645,853</u>	\$ <u>99,080,335</u>
NET (EXPENSE) REVENUES			
Governmental activities	\$ 4,187,605	\$ 18,276,508	\$ (586,411)
Business-type activities	<u>18,163,118</u>	<u>37,870,179</u>	<u>33,020,171</u>
Total primary government net expense	\$ <u>22,350,723</u>	\$ <u>56,146,687</u>	\$ <u>32,433,760</u>

Source: Audited Financial Statements

Note: Balances reflect Prior Period Adjustments made during any given year.

Fiscal Year				
2018	2019	2020	2021	2022
\$ 10,689,388	\$ 12,384,212	\$ 14,113,477	\$ 17,195,425	\$ 20,092,026
17,294,503	20,307,280	21,225,250	23,242,847	25,380,924
11,932,366	14,529,136	14,079,131	16,431,569	19,161,918
3,015,096	3,371,171	3,799,339	4,375,369	5,352,389
439,828	80,361	1,811,494	1,977,898	2,418,588
5,486,996	6,339,558	5,609,902	5,626,385	5,273,290
<u>48,858,177</u>	<u>57,011,718</u>	<u>60,638,593</u>	<u>68,849,493</u>	<u>77,679,135</u>
25,855,354	24,925,798	27,207,587	32,687,832	35,554,557
<u>1,405,118</u>	<u>1,446,254</u>	<u>1,468,521</u>	<u>1,602,259</u>	<u>1,506,390</u>
<u>27,260,472</u>	<u>26,372,052</u>	<u>28,676,108</u>	<u>34,290,091</u>	<u>37,060,947</u>
<u>\$ 76,118,649</u>	<u>\$ 83,383,770</u>	<u>\$ 89,314,701</u>	<u>\$ 103,139,584</u>	<u>\$ 114,740,082</u>
\$ 12,008,328	\$ 13,579,207	\$ 14,162,245	\$ 20,119,077	\$ 18,805,965
260,160	597,842	1,001,916	690,276	446,361
<u>31,856,731</u>	<u>31,025,654</u>	<u>22,951,471</u>	<u>59,122,934</u>	<u>86,506,614</u>
<u>44,125,219</u>	<u>45,202,703</u>	<u>38,115,632</u>	<u>79,932,287</u>	<u>105,758,940</u>
29,560,541	32,688,969	38,211,174	42,684,732	49,118,731
<u>33,017,016</u>	<u>26,676,802</u>	<u>36,970,578</u>	<u>56,389,624</u>	<u>52,195,495</u>
<u>62,577,557</u>	<u>59,365,771</u>	<u>75,181,752</u>	<u>99,074,356</u>	<u>101,314,226</u>
<u>\$ 106,702,776</u>	<u>\$ 104,568,474</u>	<u>\$ 113,297,384</u>	<u>\$ 179,006,643</u>	<u>\$ 207,073,166</u>
\$(4,732,958)	\$(11,809,015)	\$(22,522,961)	\$ 11,082,794	\$ 28,079,805
<u>35,317,085</u>	<u>32,993,719</u>	<u>46,505,644</u>	<u>64,784,265</u>	<u>64,253,279</u>
<u>\$ 30,584,127</u>	<u>\$ 21,184,704</u>	<u>\$ 23,982,683</u>	<u>\$ 75,867,059</u>	<u>\$ 92,333,084</u>

CITY OF LEANDER, TEXAS

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GENERAL REVENUES AND TOTAL CHANGE IN NET POSITION

LAST EIGHT FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year		
	2015	2016	2017
NET EXPENSES			
Governmental activities:	\$ 4,187,605	\$ 18,276,508	\$ (586,411)
Business-type activities:	<u>18,163,118</u>	<u>37,870,179</u>	<u>33,020,171</u>
Total primary government net expense	\$ <u>22,350,723</u>	\$ <u>56,146,687</u>	\$ <u>32,433,760</u>
GENERAL REVENUES AND OTHER			
Governmental activities:			
Taxes			
Property taxes	\$ 16,417,155	\$ 19,942,591	\$ 22,782,160
Special assessment taxes	-	-	432,021
Other taxes	5,284,487	6,098,319	6,656,924
Investment earnings	(9,966)	193,501	456,719
Other revenue	202,676	475,424	468,141
Transfers in (out)	<u>1,095,556</u>	<u>1,219,182</u>	<u>1,262,543</u>
Total governmental activities general and other revenues	<u>22,989,908</u>	<u>27,929,017</u>	<u>32,058,508</u>
Business-type activities:			
Investment earnings	26,407	60,960	169,502
Other revenue	250,500	-	-
Transfers in (out)	<u>(1,095,556)</u>	<u>(1,219,182)</u>	<u>(1,262,543)</u>
Total business-type activities general and other revenues	<u>(818,649)</u>	<u>(1,158,222)</u>	<u>(1,093,041)</u>
Total primary government general and other revenues	\$ <u>22,171,259</u>	\$ <u>26,770,795</u>	\$ <u>30,965,467</u>
CHANGE IN NET POSITION			
Governmental activities	\$ 27,177,513	\$ 46,205,525	\$ 31,472,097
Business-type activities	<u>17,344,469</u>	<u>36,711,957</u>	<u>31,927,130</u>
Total primary government	\$ <u>44,521,982</u>	\$ <u>82,917,482</u>	\$ <u>63,399,227</u>

Source: Audited Financial Statements

Note: Balances reflect Prior Period Adjustments made during any given year.

Fiscal Year				
2018	2019	2020	2021	2022
\$(4,732,958)	\$(11,809,015)	\$(22,522,961)	\$ 11,082,794	\$ 28,079,805
<u>35,317,085</u>	<u>32,993,719</u>	<u>46,505,644</u>	<u>64,784,265</u>	<u>64,253,279</u>
\$ <u>30,584,127</u>	\$ <u>21,184,704</u>	\$ <u>23,982,683</u>	\$ <u>75,867,059</u>	\$ <u>92,333,084</u>
\$ 26,748,491	\$ 30,578,425	\$ 34,854,948	\$ 39,002,774	\$ 43,663,412
591,583	1,967,368	1,929,335	1,918,472	1,870,950
7,417,148	8,686,542	11,099,253	13,165,815	15,166,821
924,930	2,273,078	1,073,130	75,680	(4,280,607)
1,243,329	693,999	548,641	944,125	719,892
<u>1,293,862</u>	<u>1,329,659</u>	<u>1,551,880</u>	<u>1,090,604</u>	<u>20,069</u>
<u>38,219,343</u>	<u>45,529,071</u>	<u>51,057,187</u>	<u>56,197,470</u>	<u>57,160,537</u>
448,705	1,100,453	585,299	165,643	258,930
-	-	6,358	20,130	-
(<u>1,293,862</u>)	(<u>1,329,659</u>)	(<u>1,551,880</u>)	(<u>1,090,604</u>)	(<u>20,069</u>)
(<u>845,157</u>)	(<u>229,206</u>)	(<u>960,223</u>)	(<u>904,831</u>)	<u>238,861</u>
\$ <u>37,374,186</u>	\$ <u>45,299,865</u>	\$ <u>50,096,964</u>	\$ <u>55,292,639</u>	\$ <u>57,399,398</u>
\$ 33,486,385	\$ 33,720,056	\$ 28,534,226	\$ 67,280,264	\$ 85,240,342
<u>34,471,928</u>	<u>32,764,513</u>	<u>45,545,421</u>	<u>63,879,434</u>	<u>64,492,140</u>
\$ <u>67,958,313</u>	\$ <u>66,484,569</u>	\$ <u>74,079,647</u>	\$ <u>131,159,698</u>	\$ <u>149,732,482</u>

CITY OF LEANDER, TEXAS

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST EIGHT FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year		
	2015	2016	2017 (1)
General fund			
Non-spendable	\$ 35,651	\$ 22,820	\$ 8,539
Restricted	468,820	561,461	627,809
Committed	32,186	244,113	217,227
Assigned	2,514,812	1,535,889	-
Unassigned	<u>7,261,050</u>	<u>9,015,878</u>	<u>14,344,715</u>
Total general fund	<u>\$ 10,312,519</u>	<u>\$ 11,380,161</u>	<u>\$ 15,198,290</u>
All other governmental funds			
Restricted	\$ 3,056,981	\$ 20,812,611	\$ 36,662,649
Committed	68,522	120,122	282,912
Assigned	22,021,534	-	-
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>
Total all other governmental funds	<u>\$ 25,147,037</u>	<u>\$ 20,932,733</u>	<u>\$ 36,945,561</u>

Source: Audited Financial Statements

Note: Balances reflect Prior Period Adjustments made during any given year.

(1) - Beginning in fiscal year 2017, the Public Improvement Districts were reported as special revenue funds in the government wide statements. Prior to 2017, these activities were recognized as agency funds.

Fiscal Year				
2018	2019	2020	2021	2022
\$ 39,918	\$ 17,378	\$ 23,650	\$ 25,226	\$ 756,067
525,304	595,737	-	-	-
192,420	281,713	137,664	829,948	1,110,558
1,746,572	2,360,316	3,548,755	5,492,288	6,638,970
<u>12,293,874</u>	<u>13,410,354</u>	<u>16,957,632</u>	<u>22,694,421</u>	<u>17,733,185</u>
\$ <u>14,798,088</u>	\$ <u>16,665,498</u>	\$ <u>20,667,701</u>	\$ <u>29,041,883</u>	\$ <u>26,238,780</u>
\$ 25,565,594	\$ 62,404,368	\$ 51,776,078	\$ 42,928,613	\$ 59,496,538
256,505	348,120	359,670	1,163,591	5,952,830
-	-	-	-	-
-	-	(42,345)	-	-
<u>\$ 25,822,099</u>	<u>\$ 62,752,488</u>	<u>\$ 52,093,403</u>	<u>\$ 44,092,204</u>	<u>\$ 65,449,368</u>

CITY OF LEANDER, TEXAS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

LAST EIGHT FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year		
	2015	2016	2017 (1)
REVENUES			
Property taxes	\$ 16,388,270	\$ 19,750,948	\$ 22,882,355
Property assessments	-	-	-
Franchise taxes	1,806,357	1,912,836	2,015,855
Sales taxes	3,469,477	4,167,271	4,611,767
Mixed beverage taxes	8,653	18,212	29,302
Hotel occupancy	-	-	-
Licenses, permits and fees	6,380,809	6,848,864	8,899,855
Intergovernmental	2,715,855	5,391,895	3,082,962
Fines and forfeitures	457,575	489,803	479,764
Charges for service	2,537,793	2,714,616	2,845,758
Donations and contributions	281,478	342,578	1,853,266
Investment earnings	(9,966)	193,501	455,633
Other	188,411	323,813	422,431
Total revenues	<u>34,224,712</u>	<u>42,154,337</u>	<u>47,578,948</u>
EXPENDITURES			
Current:			
General government	6,544,804	7,755,961	9,264,827
Public safety	9,725,002	11,682,141	13,079,146
Public works	3,148,837	3,988,616	4,610,220
Parks and recreation	1,747,610	2,117,443	1,993,470
Development services	-	-	-
Capital outlay	12,532,186	14,273,210	26,306,517
Debt service:			
Principal retirement	3,704,396	3,560,047	4,720,704
Interest	2,104,061	3,282,843	3,733,043
Other	-	-	-
Total expenditures	<u>39,506,896</u>	<u>46,660,261</u>	<u>63,707,927</u>

Source: Audited Financial Statements

Note: Balances reflect Prior Period Adjustments made during any given year.

(1) - Beginning in fiscal year 2017, the Public Improvement Districts were reported as special revenue funds in the government wide statements. Prior to 2017, these activities were recognized as agency funds.

Fiscal Year				
2018	2019	2020	2021	2022
\$ 26,735,667	\$ 30,666,257	\$ 34,728,321	\$ 38,901,892	\$ 43,743,961
591,583	1,967,368	1,929,335	1,918,472	1,870,950
2,219,003	2,568,994	3,189,082	3,327,240	4,002,483
5,173,542	6,080,354	7,828,355	9,656,341	10,907,878
24,603	37,194	41,254	57,417	79,695
-	-	40,562	124,817	176,765
8,863,513	9,168,971	9,706,832	14,668,079	12,951,278
550,197	1,494,736	1,462,295	1,189,955	909,903
474,219	476,537	393,477	413,684	415,149
3,126,975	3,338,514	4,486,057	5,344,640	6,283,081
2,049,690	1,548,497	1,585,607	85,589	87,677
924,932	2,273,076	1,073,130	75,680	(4,280,607)
1,142,431	624,039	548,641	909,145	719,892
<u>51,876,355</u>	<u>60,244,537</u>	<u>67,012,948</u>	<u>76,672,951</u>	<u>77,868,105</u>
11,335,382	11,836,063	13,438,630	16,685,786	18,951,643
14,690,860	18,129,207	18,785,110	21,252,884	23,744,241
5,477,837	6,059,481	6,243,908	7,396,513	8,304,904
2,373,235	2,543,416	2,866,621	3,225,159	3,892,760
139,332	80,361	1,811,494	1,977,898	2,418,588
35,540,064	20,419,352	17,227,101	11,386,663	12,017,804
6,221,365	6,407,636	8,422,705	9,238,359	8,146,570
5,597,441	6,927,080	5,883,801	6,280,782	5,700,277
-	-	507,391	1,681	475,438
<u>81,375,516</u>	<u>72,402,596</u>	<u>75,186,761</u>	<u>77,445,725</u>	<u>83,652,225</u>

CITY OF LEANDER, TEXAS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS (CONTINUED)

LAST EIGHT FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(UNAUDITED)

	Fiscal Year		
	2015	2016	2017 (1)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (5,282,184)</u>	<u>\$ (4,505,924)</u>	<u>\$ (16,128,979)</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	4,615,181	4,542,157	3,477,873
Transfers out	(3,519,625)	(3,322,975)	(2,215,330)
Issuance of bonds	26,140,000	-	35,320,000
Premium on bond issuance	4,221,173	-	1,910,728
Discount on bond issuance	-	-	-
Payments to escrow agent	(2,920,956)	-	(3,114,766)
Lease issued	-	-	-
Sale of capital assets	14,265	140,080	45,710
Other	<u>-</u>	<u>-</u>	<u>535,721</u>
Total other financing sources (uses)	<u>28,550,038</u>	<u>1,359,262</u>	<u>35,959,936</u>
NET CHANGE IN FUND BALANCES	<u>\$ 23,267,854</u>	<u>\$ (3,146,662)</u>	<u>\$ 19,830,957</u>
Debt services (principal and interest) as percentage of noncapital expenditures	21.5%	21.1%	22.6%

Source: Audited Financial Statements

Note: Balances reflect Prior Period Adjustments made during any given year.

(1) - Beginning in fiscal year 2017, the Public Improvement Districts were reported as special revenue funds in the government wide statements. Prior to 2017, these activities were recognized as agency funds.

Fiscal Year				
2018	2019	2020	2021	2022
\$(29,499,161)	\$(12,158,059)	\$(8,173,813)	\$(772,774)	\$(5,784,120)
4,102,683	6,426,905	4,598,215	4,850,893	7,116,049
(2,808,821)	(5,097,246)	(3,046,335)	(3,760,289)	(7,095,980)
24,910,000	46,165,000	21,300,000	-	22,092,000
421,052	3,393,639	2,235,395	-	1,202,950
(125,784)	-	-	-	(19,950)
(8,624,531)	(2,400)	(23,587,389)	-	-
-	-	-	-	971,112
100,898	69,960	17,045	55,153	72,000
-	-	-	-	-
<u>17,975,497</u>	<u>50,955,858</u>	<u>1,516,931</u>	<u>1,145,757</u>	<u>24,338,181</u>
\$(11,523,664)	\$ 38,797,799	\$(6,656,882)	\$ 372,983	\$ 18,554,061
25.8%	25.7%	25.6%	23.5%	19.5%



CITY OF LEANDER, TEXAS

TABLE 6

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

**LAST TEN FISCAL YEARS
(UNAUDITED)**

Tax Year	Fiscal Year	Real Property	Personal Property	Less: Tax-Exempt Property	Less: Other (1)	Total Taxable Assessed Value	Total Direct Tax Rate	Total Assessed Value as a Percentage of Actual Value
2012	2013	2,225,656,524	115,268,017	(272,339,298)	(303,761,112)	1,764,824,131	0.670420	100.00%
2013	2014	2,451,527,555	90,263,680	(282,038,282)	(346,489,282)	1,913,263,671	0.667920	100.00%
2014	2015	2,946,079,536	108,129,971	(293,656,250)	(447,818,705)	2,312,734,552	0.652920	100.00%
2015	2016	3,603,213,295	112,199,993	(334,653,071)	(528,147,916)	2,852,612,301	0.632920	100.00%
2016	2017	4,334,881,602	119,298,303	(399,924,464)	(612,957,019)	3,441,298,422	0.599000	100.00%
2017	2018	5,189,402,520	153,815,474	(439,844,252)	(734,284,613)	4,169,089,129	0.577867	100.00%
2018	2019	6,281,344,737	165,416,996	(518,435,914)	(964,684,103)	4,963,641,716	0.551867	100.00%
2019	2020	7,182,246,660	188,729,055	(542,627,498)	(1,105,149,541)	5,723,198,676	0.541867	100.00%
2020	2021	7,967,956,853	188,877,886	(540,126,305)	(1,175,655,017)	6,441,053,417	0.536867	100.00%
2021	2022	10,038,711,977	207,815,778	(574,689,079)	(1,736,826,711)	7,935,011,965	0.479699	100.00%

Source: Williamson Central Appraisal District and Travis Central Appraisal District Certified Rolls (Amounts include ARB under review).

(1) Includes Homestead Cap Adjustment, Productivity Loss, Total Exemptions, Freeze Taxable and Transfer Adjustments.

CITY OF LEANDER, TEXAS

PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS

LAST TEN FISCAL YEARS
(UNAUDITED)

Tax Year	Fiscal Year	City of Leander Tax Rate			Overlapping Rates	
		General Government	Debt Service	Total City Rate	Leander ISD	Austin Community College
2012	2013	0.435920	0.234500	0.670420	1.5119	0.0951
2013	2014	0.431420	0.236500	0.667920	1.5119	0.0949
2014	2015	0.418640	0.234280	0.652920	1.5119	0.0942
2015	2016	0.403640	0.229280	0.632920	1.5119	0.1005
2016	2017	0.385600	0.213400	0.599000	1.5119	0.1020
2017	2018	0.361967	0.215900	0.577867	1.5119	0.1008
2018	2019	0.341212	0.210655	0.551867	1.5100	0.1048
2019	2020	0.319867	0.222000	0.541867	1.4375	0.1049
2020	2021	0.324867	0.212000	0.536867	1.4184	0.1058
2021	2022	0.302134	0.177565	0.479699	1.3370	0.1048

Source: Tax office of the respective entities.

Note: Tax rates are set as an amount per \$100 assessed value.
The boundaries of the City of Leander fall within two Counties.
Property taxes are assessed according to each taxing authority's jurisdiction.

Overlapping Rates				Combined Tax Rates	
Williamson County		Travis County		Combined Rate Williamson County	Combined Rate Travis County
Williamson County Road & Bridge	Upper Brushy Creek WCID 1A	Travis County	Travis Co. Healthcare District		
0.489029	0.020000	0.5001	0.078946	2.786419	2.856436
0.489029	0.020000	0.4946	0.129000	2.783719	2.898290
0.486529	0.020000	0.4563	0.126400	2.765519	2.841690
0.481529	0.020000	0.4169	0.117781	2.746819	2.779971
0.476529	0.019823	0.3838	0.110541	2.709222	2.707211
0.466529	0.020000	0.3690	0.107385	2.677066	2.666922
0.459029	0.020000	0.3542	0.105221	2.645696	2.626088
0.458719	0.020000	0.3693	0.105573	2.562986	2.559133
0.458719	0.020000	0.3744	0.110306	2.539786	2.545732
0.458719	0.017500	0.3574	0.111814	2.397718	2.390678

CITY OF LEANDER, TEXAS

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TABLE 8

PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO
(UNAUDITED)

Taxpayer	Fiscal Year 2022			Fiscal Year 2013		
	Tax Year 2021			Tax Year 2012		
	Taxable Assessed Value	Rank	% of Total Assessed Value	Taxable Assessed Value	Rank	% of Total Assessed Value
H E Butt Grocery Company	\$ 44,162,320	1	0.56%	\$ 22,915,219	2	1.30%
Sarah 16760 LLC	41,887,389	2	0.53%	-	-	%
NE Carneros LP	38,573,768	3	0.49%	-	-	%
Leander Junction LLC	38,221,217	4	0.48%	-	-	%
Conley Leander Apartments LLC	38,000,000	5	0.48%	-	-	%
Bridge Hermosa LLC	37,486,442	6	0.47%	-	-	%
GC Parkway Crossing LTD	36,097,116	7	0.45%	-	-	%
Park At Crystal Falls II, LP	35,369,621	8	0.45%	-	-	%
The Retreat at Oak Creek LLC	35,317,000	9	0.45%	-	-	%
Crystal Falls Town Center 19A,B,C LLC	32,704,284	10	0.41%	-	-	%
Suddenlink Communications	-	-	%	33,800,188	1	1.92%
Lowes Home Centers Inc.	-	-	%	11,159,582	3	0.63%
Kohl's Illinois Inc.	-	-	%	8,657,626	4	0.49%
Reagan & FM 2243 LTD	-	-	%	7,708,870	5	0.44%
HEB Grocery Company LP	-	-	%	7,405,625	6	0.42%
Lowes Home Center #2274	-	-	%	5,900,413	7	0.33%
H L Chapman Pipeline Const Inc.	-	-	%	5,427,503	8	0.31%
Centex Homes	-	-	%	5,205,397	9	0.29%
Gateway 2000 LLC	-	-	%	5,105,924	10	0.29%
Total	\$ 377,819,157		4.76%	\$ 113,286,347		6.42%

Source: Williamson Central Tax Appraisal District and Travis Central Appraisal District

CITY OF LEANDER, TEXAS

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TABLE 9

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS

Fiscal Year Ended	Tax Year Ended	Taxes Levied for the Fiscal Year	Collected With the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
			Amount	Percentage of Levy		Amount	Percentage of Levy ⁽¹⁾
2013	2012	12,411,377	12,329,664	99.34%	107,272	12,436,936	100.21%
2014	2013	13,694,520	13,642,186	99.62%	111,806	13,753,992	100.43%
2015	2014	16,112,698	16,064,687	99.70%	139,696	16,204,383	100.57%
2016	2015	19,298,460	19,293,912	99.98%	187,820	19,481,732	100.95%
2017	2016	22,206,036	22,189,785	99.93%	91,546	22,281,331	100.34%
2018	2017	25,888,647	25,942,263	100.21%	51,637	25,993,900	100.41%
2019	2018	29,768,567	29,741,216	99.91%	30,484	29,771,700	100.01%
2020	2019	33,872,969	33,785,371	99.74%	42,503	33,827,874	99.87%
2021	2020	37,845,563	37,609,827	99.38%	44,712	37,654,539	99.50%
2022	2021	41,688,610	41,580,797	99.74%	-	41,580,797	99.74%

Source: Williamson County Tax Assessor/Collector & Travis County Tax Assessor/Collector

Note: Due to variances allowed by Central Appraisal District the collections to date exceed the original taxes levied.



CITY OF LEANDER, TEXAS

DIRECT AND OVERLAPPING SALES TAX RATES

LAST TEN FISCAL YEARS

<u>Fiscal Year</u>	<u>City Direct Rate</u>	<u>Cap Metro</u>	<u>State of Texas</u>
2013	1.00%	1.00%	6.25%
2014	1.00%	1.00%	6.25%
2015	1.00%	1.00%	6.25%
2016	1.00%	1.00%	6.25%
2017	1.00%	1.00%	6.25%
2018	1.00%	1.00%	6.25%
2019	1.00%	1.00%	6.25%
2020	1.00%	1.00%	6.25%
2021	1.00%	1.00%	6.25%
2022	1.00%	1.00%	6.25%

Source: Texas Comptroller

CITY OF LEANDER, TEXAS

LEGAL DEBT MARGIN INFORMATION

LAST TEN FISCAL YEARS
(UNAUDITED)

	Fiscal Year			
	2013	2014	2015	2016
**Assessed Valuation	1,764,824,131	\$ 1,913,263,671	\$ 2,312,734,552	\$ 2,852,612,301
Limit on Amount Designated for Debt Service:				
\$1.50 per \$100 assessed valuation	<u>1.5</u>	<u>1.5</u>	<u>1.5</u>	<u>1.5</u>
Legal annual maximum debt payment	\$ <u>26,472,362</u>	\$ <u>28,698,955</u>	\$ <u>34,691,018</u>	\$ <u>42,789,185</u>
Actual amount expended for general obligation debt service during the fiscal year	<u>4,232,035</u>	<u>4,783,379</u>	<u>5,453,253</u>	<u>6,805,560</u>
Legal debt margin for annual debt service requirements	\$ <u>22,240,327</u>	\$ <u>23,915,576</u>	\$ <u>29,237,765</u>	\$ <u>35,983,625</u>
Total net debt applicable to the limit as a percentage of debt limit	15.99%	16.67%	15.72%	15.90%

** Value comes from the Assessed Value and Estimated Actual Value of Taxable Property Table.

Note: The City Charter limits general obligation debt of the City of Leander to 10% of the net taxable value of property on the tax rolls of the City. The general obligation debt is further limited by the State of Texas. The State limit is established by Article VI, Section 5 of the Texas Constitution. Article XI, Section 5 limits the maximum ad valorem tax rate to \$2.50 per \$100 per assessed valuation (for all City purposes). Administratively, the Attorney General of the State of Texas will permit allocation of \$1.50 of the maximum tax rate for general obligation debt service.

Note: Beginning in FY2017 the "Actual amount expended for general obligation debt service during the fiscal year" includes a developer tax rebate to Travisso.

Fiscal Year					
2017	2018	2019	2020	2021	2022
\$ 3,441,298,422	\$ 4,169,089,129	\$ 4,963,641,716	5,723,198,676	\$ 6,441,053,417	\$ 7,935,011,965
<u>1.5</u>	<u>1.5</u>	<u>1.5</u>	<u>1.5</u>	<u>1.5</u>	<u>1.5</u>
\$ <u>51,619,476</u>	\$ <u>62,536,337</u>	\$ <u>74,454,626</u>	\$ <u>85,847,980</u>	\$ <u>96,615,801</u>	\$ <u>119,025,179</u>
<u>8,233,338</u>	<u>9,842,120</u>	<u>11,795,686</u>	<u>13,782,702</u>	<u>14,637,469</u>	<u>13,504,343</u>
\$ <u>43,386,138</u>	\$ <u>52,694,217</u>	\$ <u>62,658,940</u>	\$ <u>72,065,278</u>	\$ <u>81,978,332</u>	\$ <u>105,520,836</u>
15.95%	15.74%	15.84%	16.05%	15.15%	11.35%

CITY OF LEANDER, TEXAS

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION

LAST TEN FISCAL YEARS
(UNAUDITED)

Function/Program	Fiscal Year				
	2013	2014	2015	2016	2017
General Government & Administration	12.50	13.00	15.00	16.00	19.50
Police	52.00	54.00	57.00	59.00	67.00
Fire	32.00	37.00	50.50	50.50	57.50
Planning & Development Services	16.00	19.00	22.00	27.00	31.00
Public Works - Streets	14.00	14.00	14.00	15.00	19.00
Parks & Recreation	12.00	12.00	14.00	15.00	17.00
Water/Wastewater	23.00	24.00	26.00	29.00	37.00
Golf	19.00	19.45	19.50	19.00	17.60
Total	<u>180.50</u>	<u>192.45</u>	<u>218.00</u>	<u>230.50</u>	<u>265.60</u>

Source: City Council Approved Annual Budget Documents**Notes:** Departments are lumped into categories above as follows:**General Government & Administration:** City Manager's Office, City Secretary, Finance, PIO, Human Resources, IT, Municipal Court, General Services**Police:** Administration, Uniform Services, Support Services, Animal Services, Criminal Investigations, Communications**Fire:** Administration, Preparedness & Wellness, Prevention & Life Safety, Emergency Operations, Code Enforcement**Planning & Development Services:** Economic Development, Planning, Engineering, Building Inspections, Urban Design**Public Works - Streets****Parks & Recreation****Water/Wastewater:** Utility Billing, Water Maintenance, Wastewater Maintenance, Regional Water Plant, Water Treatment**Golf:** Grounds Maintenance, Grill, Pro Shop

TABLE 12

Fiscal Year				
2018	2019	2020	2021	2022
23.00	24.00	27.00	32.00	35.00
75.00	79.00	85.00	90.00	101.00
62.50	75.50	77.50	81.50	88.50
36.00	38.00	41.125	46.125	54.125
19.00	20.00	24.00	25.00	30.00
18.40	24.60	26.60	26.60	38.10
40.00	43.00	47.00	50.00	58.00
16.75	16.50	16.50	16.50	14.70
<u>290.65</u>	<u>320.60</u>	<u>344.73</u>	<u>367.73</u>	<u>419.43</u>



**INTERNAL CONTROL AND
COMPLIANCE SECTION**





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

To the Honorable Mayor
and City Council of the
City of Leander, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Leander, Texas, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise City of Leander, Texas' basic financial statements, and have issued our report thereon dated , 2023.

Our report includes a reference to other auditors who audited the financial statements of Brushy Creek Regional Utility Authority, as described in our report on City of Leander, Texas' financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Leander, Texas' internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Leander, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of City of Leander, Texas' internal control.

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

Waco, Texas
[REDACTED], 2023



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Discuss and consider action on a Resolution supporting the authorization of new or amended agreements to provide for the disposal of brush debris under declaration of local disaster Ordinance No. 23-011-00 approved by the City Council on February 7, 2023.

BACKGROUND:

The City is facing significant threats to life, health, and property due to Winter Storm Mara from January 31 to February 2, which impacted Leander residents with power outages, downed power lines, damaged and downed trees, frozen and broken water pipes, vehicle collisions, and bodily injuries. Moreover, the Mayor declared a state of local disaster on January 31, 2023 due to severe weather conditions, and the Council consented on February 7, 2023 to continue the declaration and order for an additional thirty (30) days.

The potential impact of this threat is wide spread and estimated to have affected 50 percent of our population in at least one or more of the threats of the storm. Many of our residents are still dealing with the impacts of power outages and debris cleanup. The proposed Resolution is to seek Council support for the expedient procurement of services and equipment needed to manage the removal of brush debris.

Attachments

1. Disaster Declaration 01.31.2023
2. Disaster Declaration Extension 02.07.2023
3. Proposed Resolution

**DECLARATION OF LOCAL DISASTER
BY
ORDER AND PROCLAMATION OF
THE MAYOR OF THE CITY OF LEANDER, TEXAS**

WHEREAS, Section 418.004(1) of the *Texas Government Code* defines disaster to be the “occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency;” and

WHEREAS, the City of Leander, Texas, a home rule city located in Williamson and Travis Counties is under imminent threat of widespread or severe damage, injury, or loss of life or property resulting from severe weather conditions; and

WHEREAS, the Mayor of the City of Leander has determined, from statements and information provided by City of Leander Emergency Management personnel, county emergency management personnel, state and local elected officials, and other emergency services agencies serving the City of Leander, Texas that extraordinary measures must continue to be taken to alleviate and prevent the suffering of people and to protect or rehabilitate property; and

WHEREAS, on January 31, 2023, the County Judge of Williamson County, Texas issued a disaster declarations due to the severe weather conditions; and

WHEREAS, due to the disaster conditions as cited herein the Mayor of the City of Leander, Texas finds that it is reasonable and necessary to protect the health, safety and welfare of the City’s citizens; and

NOW THEREFORE, BE IT DECLARED, PROCLAIMED, and ORDERED pursuant to the authority granted in the Texas Disaster Act of Chapter 418 Texas Government Code, as follows:

1. That a local state of disaster is hereby declared for the City of Leander, Texas, pursuant to Section 418.108(a) of the *Texas Government Code*.
2. Pursuant to the authority granted under the laws of the State of Texas, the City of Leander, Texas may take all legal actions necessary to protect the health of persons in the city of Leander, Texas.
3. Pursuant to Section 418.108(d) of the *Texas Government Code*, this Declaration and Order activates the recovery and rehabilitation aspects of the City of Leander Management Plan and authorizes the furnishing of aid and assistance under this Declaration and Order. The preparedness and response aspects of the City of Leander Emergency Management Plan are hereby activated and shall take effect immediately upon this Declaration and Order.

4. Pursuant to Section 418.108(b) of the *Texas Government Code*, the state of local disaster shall continue for a period of not more than seven (7) days from the date of this Declaration and Order unless continued or renewed by the City Council of the City of Leander, Texas.
5. Pursuant to Section 418.108(c) of the *Texas Government Code*, this Declaration and Order shall be given prompt and general publicity and shall be filed promptly with the City Secretary of the City of Leander.
6. A violation of this Declaration and Order shall be a criminal offense punishable by a fine that does not exceed \$1,000.00 or confinement in jail for a term not to exceed 180 days, as authorized by Section 418.173 of the *Texas Government Code*.
7. In the event the conditions improve between date of adoption and the end of the effective date of this Declaration and Order, the Mayor shall reevaluate this Declaration and Order at that time.

This Declaration and Order is adopted this 31st day of January 2023 at 5:30 p.m., to be effective immediately.



Christine DeLisle, Mayor
City of Leander, Texas

Filed with me, the City Secretary of the City of Leander, this the 31st day of January, 2023, by Mayor Christine DeLisle, whose signature I hereby attest under my hand and seal of the City of Leander.



Dara Crabtree, City Secretary
City of Leander, Texas

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 23-011-00

**ORDINANCE OF THE CITY OF LEANDER ORDERING THE
CONTINUATION OF THE
DECLARATION OF LOCAL DISASTER**

WHEREAS, the Mayor of the City of Leander, Texas declared a state of local disaster on January 31, 2023, due to severe weather conditions;

WHEREAS, in accordance with Texas Government Code Section 418.108(b), the declaration of local state of disaster may not be continued or renewed for a period of more than seven (7) days except with the consent of the City Council of the City of Leander, Texas;

WHEREAS, the City of Leander has suffered widespread and severe damage, including but not limited to the accumulation of a significant amount of broken trees, branches, and debris, due to the severe weather conditions;

WHEREAS, Governor of the State of Texas, the County Judge of Williamson County, Texas, and the County Judge of the Travis County, Texas, issued disaster declarations due to the severe weather conditions;

WHEREAS, a declaration of disaster activates the City of Leander Emergency Management Plan;

WHEREAS, the City Council has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property; and

WHEREAS, the City Council pursuant to Texas Government Code Section 418.108(b), has consented to continue the declaration of local state of disaster for the City of Leander, Texas.

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

- 1.) The declaration of state of local disaster for the City of Leander resulting from the severe weather conditions and the impacts of the severe weather conditions issued by the Mayor on January 31, 2023, is hereby ordered to be continued.
- 2.) Pursuant to the authority granted under the laws of the State of Texas, the City of Leander, Texas may take all legal actions necessary to protect the health of persons in the city of Leander, Texas.
- 3.) This Declaration and Order continues to activate the City's Emergency Management Plan.

- 4.) This Declaration and Order continues to activate the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the Declaration and Order, and the preparedness and response aspects of the plans are activated as provided in the plans.
- 5.) This Declaration and Order continuing a local state of disaster shall be effective for thirty (30) days on and from its date of issuance, provided however that Declaration and Order may be terminated before the expiration of thirty days by subsequent order of the Mayor, and may be continued or renewed beyond thirty days from its date of issuance only with the consent of the City of Leander, Texas.
- 6.) The sections, paragraphs, sentences, clauses and phrases of this Declaration and Order are severable and if any phrase, clause, sentence, paragraph or section of this Declaration and Order should be declared invalid by the final judgment or decree of any court or competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Declaration and Order that can be given effect without the invalid provision, and to this end the provisions of this Declaration and Order are severable.
- 7.) This Declaration and Order shall be given prompt and general publicity and shall be filed promptly with the City Secretary of the City of Leander, Texas.
- 8.) This Declaration and Order shall take effect immediately from and after its issuance.

It is hereby **ORDERED**, this 7 day of February, 2023.

CITY OF LEANDER, TEXAS


Christine DeLisle, Mayor

Filed with me, the City Secretary of the City of Leander, this the 7th day of February, 2023, by Mayor Christine DeLisle, whose signature I hereby attest under my hand and seal of the City of Leander.


Dara Crabtree, City Secretary



A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF SUPPORT AUTHORIZING NEW OR AMENDED AGREEMENTS TO PROVIDE FOR THE DISPOSAL OF BRUSH DEBRIS UNDER DECLARATION OF LOCAL DISASTER ORDINANCE NO. 23-011-00 APPROVED BY THE CITY COUNCIL ON FEBRUARY 7, 2023.

WHEREAS, the Mayor of the City of Leander, Texas declared a state of local disaster on January 31, 2023 due to severe weather conditions, and the City Council, pursuant to Texas Government Code Section 418.108(b), consented on February 7, 2023 to continue the declaration and order continuing a local state of disaster effective for thirty (30) days on and from its date of issuance; and

WHEREAS, the City of Leander has suffered widespread and severe damage, including but not limited to the accumulation of a significant amount of broken trees, branches, and debris, due to the severe weather conditions; and

WHEREAS, pursuant to the authority granted under the laws of the State of Texas, the City of Leander, Texas may take all legal actions necessary to protect the health of persons in the city of Leander, Texas; and

WHEREAS, pursuant to Texas Local Government Code Section 252.022, procurements necessary to preserve or protect the public health or safety of the municipality's residents, or procurements necessary because of unforeseen damage to public machinery, equipment, or other property, are exempt from the requirement to competitively bid out procurements; and

WHEREAS, the City Council has determined that certain procurements or orders are necessary to preserve or protect the public health or safety of the municipality's residents, or necessary because of unforeseen damage to public machinery, equipment, or other property, and

WHEREAS, the City and Al Clawson Disposal, Inc. entered into a contract on August 6, 2020, for solid waste disposal and collection services with the City of Leander, Texas; and

WHEREAS, Section 8.12 of the City Charter requires the establishment of a reserve fund for use during emergencies and periods of economic downturn, and a separate vote of the City Council is required to authorize the expenditure of funds if that expenditure will decrease the City's reserve fund balance below twenty-five percent (25%);

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

SECTION 1. The City Council hereby ratifies the authority of Mayor Christine DeLisle to temporarily exempt Al Clawson Disposal, Inc. from the curbside collection of up to (5) five additional containers, bags, bundles, small appliances, small items of furniture, and yard clippings from residential customers on designated collection days to allow for modified collection amounts as determined by Al Clawson Disposal, Inc. for the purpose of maintaining a consistent route schedule in compliance with all applicable local, state, and federal laws, rules, regulations, and ordinances.

SECTION 2. The City Council hereby ratifies the authority of Mayor Christine DeLisle to execute and to direct the City Manager on the execution of new or amended agreements as deemed necessary to preserve or protect the public health or safety of the municipality's residents, or necessary because of unforeseen damage to public machinery, equipment, or other property.

SECTION 3. The City Council hereby ratifies the use of reserve funds for the procurement of services or equipment necessary to preserve or protect the public health or safety of the municipality's residents, or necessary because of unforeseen damage to public machinery, equipment, or other property.

DULY PASSED AND APPROVED this the 16th day of February, 2023.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Discuss and consider action on an Ordinance No. 22-074-00 regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply, and to provide for related matters, Leander, Williamson & Travis Counties, Texas.

BACKGROUND:

In 2022, Pedernales Electric (PEC) was experiencing material and equipment shortages caused by global supply chain disruptions. This issue has resulted in delays to energizing subdivisions, closing out construction plans, and issuance of building permits. City Staff has maintained contact with PEC through calls and emails to keep up to date on the status of the different subdivisions. A temporary ordinance was adopted on August 18, 2022 to provide a compromise to help the builders continue to move forward with their projects.

The term of the ordinance was six (6) months with the option to extend or remove at any time based on the supply chain. Staff has been in communication with PEC and has confirmed that there are still minor issues with supply chain, but they are no longer impacting the timing of subdivisions.

HISTORY/TIMELINE:

08/18/2022 - Initial Temporary Ordinance was adopted

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends to leave the ordinance in place and re-evaluate in the six months. Staff will continue to remain in contact with both PEC and the HBA regarding this issue.

PRESENTER:

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

Attachments

1. Adopted Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 22-074-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH BUILDING PERMITS MAY BE ISSUED BEFORE THE COMPLETION AND ACCEPTANCE OF SUBDIVISION IMPROVEMENTS FOR A TEMPORARY PERIOD OF TIME TO ADDRESS THE EFFECTS OF SUPPLY CHAIN ISSUES AND DROUGHT CONDITIONS; PROVIDING FOR THE PERIOD OF TIME THAT THIS ORDINANCE WILL BE IN EFFECT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander, Texas (the “City”) ordinances, regulations, practices, and policies require that subdivision improvements be completed and accepted by the City before building permits may be issued; and

Whereas, Section 73 of the Subdivision Ordinance provides that no building permit shall be issued for any new structure on any tract of land that is not in compliance with the provisions of the City’s subdivision ordinance and all applicable provisions of the City’s Code of Ordinances, except as may be exempted by the City Council; and

Whereas, due to material shortages and supply issues, delivery of the transformers and other improvements and the installation of electric infrastructure within subdivisions by the Pedernales Electric Cooperative (“PEC”) has been delayed;

Whereas, due to drought conditions and water concerns, it would be in the best interest of the City and developer to delay the installation of landscaping, and

Whereas, the City Council desires to grant a temporary exemption from the requirement that subdivision improvements must be completed and accepted by the City before building permits may be issued under the terms and conditions set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF 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. Issuance of Building Permits Before Acceptance of Subdivision Improvements. A person who wishes to submit a building permit application and receive a building permit for a lot before the City has accepted the subdivision improvements shown on the City-approved construction plans for the subdivision in which the lot is located must comply with the terms and conditions of this Section. The term “improvements” shall have the meaning set

forth in Section 1, Article 10.02, Exhibit A of the City of Leander Code of Ordinances (the “Subdivision Ordinance”).

(a) Building permit applications may be submitted to the City for review if the following conditions are met. A building permit application shall be rejected if the following conditions are not met.

- 1) All improvements, except for landscaping and/or street lights to be owned by the City (the “Street Light Improvements”), in the subdivision in which the lot is located, have been installed and completed, and the City’s inspector has confirmed that such improvements have been completed in accordance with the City-approved construction plans and applicable regulations, and, in the case of Street Light Improvements, the installation of the Street Light Improvements has not been completed due to lack of materials to complete the electrical wiring and related electrical infrastructure to make the street lights operational. The City inspector’s confirmation of completion issued under this subsection shall not constitute City acceptance of the improvements.
- 2) The final plat for the subdivision in which the lot is located has been recorded and addresses for the lots within the subdivision have been assigned.

(b) A building permit for an application submitted under Section 2(a) may be issued only if the following requirements are met:

- 1) The building permit application meets the requirements of all applicable City regulations except as specifically provided otherwise by this Ordinance, and the requirements of Section 2(a) are met.
- 2) PEC has released the subdivision for construction and the construction costs for the construction of the PEC facilities required for the subdivision are paid in full.
- 3) Cash fiscal has been posted in escrow with the City, using the City’s standard form of escrow agreement, for the completion of the Street Light Improvements and/or landscaping, as applicable. Any fiscal surety filed with the City for the subdivision in which the lot is located that guarantees completion of the Street Light Improvements and/or landscaping, as applicable, may be used in lieu of a cash fiscal posting.

(c) Construction of the building authorized by the building permit issued under this Section may continue until the completion of all inspections up to the permanent power inspection step. Work on the building after the permanent power inspection step must stop if PEC has not energized the subdivision.

(d) No certificate of occupancy will be issued until the landscaping and/or Street Light Improvements, as applicable, and the subdivision improvements for the subdivision in which the building is located are complete and accepted by the City and the subdivision in which the lot is located has permanent electrical power. It will be the responsibility of the person requesting the certificate of occupancy to cause the electrical meter(s) to be set and installed to connect the Street Light Improvements and the building to PEC’s facilities.

- (e) The City may issue a stop work order for a building that does not comply with Section 2(c).

Section 3. Issuance of Building Permits and Partial Acceptance of Subdivision Improvements.

(a) The City may accept dedication of the subdivision improvements even though the electrical infrastructure for the Street Light Improvements has not been completed, provided that the following conditions are met:

- 1) The conditions of Sections 2(a)(1) and 2(b)(2) and (3) are met; and
- 2) The requirements of Section 28(g)(4)(ii)-(ix) of the City's subdivision ordinance are met.

(b) The City may accept dedication of the subdivision improvements even though the landscaping for the subdivision has not been completed, provided that the following conditions are met:

- 1) The applicant makes a cash escrow payment to the City for the amount of the estimate for the cost of such landscape improvements plus fifteen percent (15%); and
- 2) The Texas Commission on Environmental Quality, or successor agency, does not require the landscaping to be installed in relation to any water quality ponds; and
- 3) Any required erosion controls remain in place; and
- 4) The requirements of Section 28(g)(4)(ii)-(ix) of the City's subdivision ordinance are met.

(c) A person may submit a building permit application and receive a building permit for a lot in a subdivision in which the subdivision improvements have been partially accepted as authorized in Section 3(a) or (b). The building permit application must meet the requirements of all applicable City regulations except as specifically provided otherwise by this Section.

(d) No certificate of occupancy shall be issued until all Street Light Improvements and/or landscaping, as applicable, are installed in compliance with the approved plans. It will be the responsibility of the person requesting the certificate of occupancy to cause the electrical meter(s) to be set and installed to connect the Street Light Improvements and the building to PEC's facilities.

Section 4. Temporary Exemption; Denial of Building Permit. The provisions of this Ordinance are intended to be a temporary exemption from City regulations governing issuance of building permits. The City shall deny a building permit that does not comply with the requirements of this Ordinance. The City Council shall review this Ordinance within six months of the effective date, or sooner in the event of changed circumstances, to determine whether the Ordinance should be repealed, modified, or continued.

Section 5. Conflicting Ordinances. Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are temporarily suspended to the extent of such conflict only until such time that this Ordinance is repealed. In the

City during the time that this ordinance is in effect, the terms and provisions of this ordinance shall govern.

Section 6. Savings. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the City's subdivision or building permit regulations which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 7. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 8. 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 9. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this 18th day of August, 2022.

CITY OF LEANDER, TEXAS


Christine DeLisle, Mayor

ATTEST:


Dara Crabtree, City Secretary





EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Discuss and consider ratifying the City Manager's appointment of Randall Malik as Economic Development Director.

BACKGROUND:

After narrowing down a pool of twenty-one (21) qualified candidates, the City Manager is recommending Randall Malik to serve as the City's new Economic Development Director. The city charter requires Council action for final approval.

Randall has thirteen (13) years of experience in economic development and recently served as Assistant Director of Economic Development for the City of Cedar Park, Texas. His prior experience includes serving as Executive Director for the City of Rosenberg, Texas, Executive Director for Rosenberg Development Corporation, and Executive Director for Cuero Development Corporation in Cuero, Texas. He brings extensive knowledge and capital investment experience in the retail, hotel, business, and industrial sectors.

Randall is a certified economic developer and holds a master's and bachelor's degree in public administration from Texas State University.

Section 7.04 of the City Charter provides for the director of each department to be appointed by the City Manager with the approval of the City Council.

RECOMMENDATION:

Approval of the City Manager's appointment.

PRESENTER:

Rick Beverlin, City Manager

Attachments

1. Randall Malik Resume
2. Charter Section 5.04 Department Directors

RANDALL D. MALIK, CECD

EDUCATION

Texas State University
Bachelor of Public Administration

December 2008

Texas State University
Master of Public Administration (MPA)

May 2010

PROFESSIONAL HISTORY

City of Cedar Park

November 2017- Present

Assistant Director of Economic Development

Direct Report: Director of Economic Development

Supervises: two employees (Tourism Manager and Economic Development Specialist)

Key Achievements and Responsibilities:

- Supervises Tourism Manager Position and Hotel Occupancy Tax Fund.
- Led recruitment of The Crossover, a 240,000 SF multi-tenant sports complex.
- Led recruitment efforts for James Avery Second Headquarters Project. The project created 100 jobs and a capital investment of \$13 million.
- Prepares annual department and Type A Corporation Budget.
- Manages day-to-day operations of the Economic Development Department.
- Successfully incentivized expansions for Red Horn Brewery and the WEXCO North American Headquarters.

Rosenberg Development Corporation

March 2014-November 2017

Executive Director & Director of Economic Development

Direct Report: City Manager

Supervised: three employees (Assistant Director, Tourism & Main Street Manager, and Administrative Specialist)

Key Achievements and Responsibilities

- Successfully recruited and negotiated an incentive package with Paragon Outlets. The incentive package was awarded for the creation of a 365,000 sq. ft. outlet mall and \$75 million in capital investment.
- Led recruitment efforts for Texas State Technical College to Rosenberg. The project resulted in a state-of-the-art workforce center on 80 acres.
- Oversaw the development of a 184 acre deed-restricted Business Park.
- Oversaw all day-to-day operations of the Rosenberg Development Corporation, Rosenberg Main Street Program, and Rosenberg Economic Development Department.
- Created the Annual Business Appreciation Luncheon.
- Negotiated Industrial District Agreement with Hudson Products for 200+ employee expansion. The project was awarded a Texas Enterprise Fund.

- Staff liaison for Downtown Master Plan with Morris Architects.
- Managed an annual budget of \$5.5 Million.

Cuero Development Corporation

July 2010-March 2014

Executive Director

Direct Report: Board of Directors

Supervised: Two employees (Main Street Manager and Administrative Assistant)

Key Achievements and Responsibilities

- Led all business recruitment and retention efforts on behalf of the Cuero Development Corporation.
- Successfully recruited and negotiated an incentive package for idX Corporation, a Texas Enterprise Funded Project (TEF). The Texas Enterprise Fund was awarded for the creation of 125 jobs and \$5.1 million in capital investment for the community.
- Co-Managed development of City of Cuero Comprehensive Plan

APPOINTED BOARDS AND COMMITTEES

- President of Fort Bend Chamber of Commerce - Economic Development Division (December 2014- November 2017)
- Golden Crescent Workforce Development Board (May 2011-March 2013)
- LCRA Regional Council (January 2013-March 2014)
- I-10 Corridor Board of Directors (April 2012-April 2014)
- Eagle Ford Shale Consortium- Board of Directors (October 2012-March 2014)
- Golden Crescent Regional Planning Committee- Economic Development Committee (October 2012-March 2014)
- Secretary of Williamson County Economic Development Partnership (July 2020-June 2022)
- Texas Economic Development Council - Sales Tax Committee Member and Past Vice Chair (2018-Present)

HONORS, AWARDS AND PROFESSIONAL CERTIFICATION

- Certified Economic Developer (CeCD)
- Received state-wide recognition for best practices in economic development by the Texas Comptroller Office. "Opening New Doors - Cuero Uses Tools to Fill Economy's Holes" Texas Rising Fall 2012.
- U.S. Delegation to Taiwan - Chosen along with 11 other economic development practitioners to discuss the Trans-Pacific Partnership with the Taipei Economic and Cultural Office. (May 2015)

REFERENCES

Robert Gracia
City of Rosenberg
 Former City Manager

Charles Papacek
Cuero Development Corporation
 Board President

Phil Brewer
City of Cedar Park
 Former Economic Development Director

Section 7.04. Department Directors.

At the head of each department there shall be a director who shall be appointed by the city manager with the approval of the council. Department heads may be removed by the city manager without council approval. Such directors shall supervise and control their respective departments, may serve as the head of any division within their department, and may, with the city manager's approval, appoint and remove all employees of their respective department. More than one department may be headed by the same person, the city manager may head one (1) or more such departments, and a provision in this charter for the appointment of a department head does not require the department to be created or maintained.



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Discuss and consider action on a Resolution authorizing an Interlocal Agreement for Fire Protection and Emergency Services between the City of Leander, Texas and Williamson County Emergency Services District No. 9.

BACKGROUND:

This agreement, if approved, will replace a previous interlocal agreement with ESD #9 entered into April 2016. The revised agreement provides for a new funding formula as well as recognizes the new service area responsibility of the Leander Fire Department resulting from an annexation election in November 2021. Also resulting from that election, six hundred sixteen (616) properties located within Williamson County joined ESD #9.

The new funding formula provides that ESD #9 will pay the City of Leander ninety (90%) percent of taxes collected within the service area. The previous agreement provided that the City would receive the equivalent of 9.0 cents/\$100 times the Certified Taxable Value of the service area.

The new agreement is not intended to generate greater revenue to the City, but is necessary because new property tax laws combined with the tremendous growth in property values result in the potential that ESD #9 will not be able to levy a tax rate of 10.0 cents/\$100 as they have in the past.

HISTORY/TIMELINE:

04/21/2016 - Original ILA

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director
Billy Wusterhausen, Fire Chief

Attachments

1. Resolution
 2. ILA Redline
 3. ILA Fire Protection and Emergency Services
 4. Original Boundary Map
 5. Annexed Property
-

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS AUTHORIZING AN
INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND
EMERGENCY SERVICES BETWEEN THE CITY OF LEANDER, TEXAS
AND WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9.**

WHEREAS, Texas Health and Safety Code, Chapter 775, Section 775.031(a)(9), Section 775.033, and other applicable law, authorizes the District to enter into contracts with municipalities or other entities for making emergency services available to the District; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments, including special districts, to contract with one another to perform governmental functions and services, including fire protection; and

WHEREAS, the Board of Emergency Services Commissioners of the District desires to contract with the City to provide certain fire protection and emergency services to the residences and businesses located within the confines of the Williamson County Emergency Services District No. 9; and

WHEREAS, the City and the District previously entered into an Interlocal Agreement on April 21, 2016; and

WHEREAS, this Interlocal Agreement replaces in full the previous Agreement.

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

Section 1: The Mayor is hereby authorized to execute an Interlocal Agreement for Fire Protection and Emergency Services between the City of Leander and Williamson County Emergency Services District No. 9, a copy of which is hereby attached.

READ, PASSED, AND APPROVED this the 16th day of February, 2023.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION AND EMERGENCY SERVICES
BETWEEN THE CITY OF LEANDER, TEXAS AND
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

This Interlocal Agreement (the “Agreement”) is made and entered into by and between the CITY OF LEANDER, TEXAS (the “City”), a home-rule municipal corporation of the State of Texas, and WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9 (the “District”), a political subdivision of the State of Texas. The City and the District are herein referred to as “the Parties.”

WHEREAS, Texas Health and Safety Code, Chapter 775, Section 775.031(a)(9), Section 775.033, and other applicable law, authorizes the District to enter into contracts with municipalities or other entities for making emergency services available to the District; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments, including special districts, to contract with one another to perform governmental functions and services, including fire protection; and

WHEREAS, the Board of Emergency Services Commissioners of the District desires to contract with the City to provide certain fire protection and emergency services to the residences and businesses located within the confines of the Williamson County Emergency Services District No. 9; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the City; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the District:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

I.
PURPOSE

The purpose of this Agreement is to provide for certain fire protection, emergency medical first responder services, and other enumerated related services to the residences and businesses located within the District not served by other contracted service providers of the District. Exhibit "A," attached hereto and incorporated herein by reference for all purposes, shall describe and establish the Designated Area with Williamson County Emergency Services District No. 9 for

which the City, by virtue of this Agreement, has primary responsibility for the provision of services as defined herein and in attachments hereto.

II. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

EMS Services: Emergency medical first responder services pursuant to the Williamson County Emergency Medical Services First Responder program.

Fire Services: Fire suppression, prevention of fire spread, hazardous materials control, rescue, and other emergency services to the public as necessary and as dispatched.

III. TERM

The term of this Agreement shall be from October 1, ~~2015-2022~~ through September 30, ~~2016-2023~~ (“Initial Term”), unless otherwise terminated hereunder, or if a new agreement is entered into by the parties hereto, this Agreement shall automatically renew after the Initial Term for successive one (1) year terms. It is understood and expressly agreed that the Parties cannot commit funds for any future fiscal year after the Initial Term, and that this Agreement does not commit the Parties to commit funds for future fiscal terms.

IV. OBLIGATIONS OF THE CITY

The City shall provide the Fire Services and EMS Services (“emergency services”) set forth herein to the District on a 24-hour per day, 7-day per week basis, such services being provided at the level of response and in the same manner it does to the City, except to the extent modified in writing by the parties. In addition, City shall enter into automatic aid and other agreements between all entities contracting with the District on terms acceptable to the City to provide emergency services to ensure appropriate response for all incidents to which the City is dispatched hereunder.

V. OBLIGATIONS OF THE DISTRICT

The District shall pay the City, in return for and in consideration of the services and agreements contained herein, the following:

For the provision of emergency services to the areas of the District set forth in Exhibit A, including, but not limited to, the Stonehurst Subdivision, the Parkside and Mayfield Ranch Subdivisions, ~~and~~ the Williamson County Park, and areas annexed by the District as of November 2, 2021 (“Designated Area”) and excluding the areas of the District served by other contracted

services providers of the District including the City of Round Rock and Sam Bass Fire Department, Inc. ("Excluded Areas"), compensation paid by the District for the services provided by the City shall be calculated as follows:

~~For that portion of the District except the Excluded Areas: \$0.09 per \$100.00 of the taxable value times 100% of the Certified Taxable Value by Williamson Central Appraisal District; plus \$0.09 per \$100.00 of taxable value times 80% of the Taxable Value Under Review by Williamson Central Appraisal District.~~

For the Designated Area and excluding Excluded Areas: The District will pay 0.9000 (90%) of the net tax revenues received from Williamson County Tax Assessor Collectors office. The net tax revenues are the net proceeds from the Districts approved tax rate (less any exemptions). Net tax includes prior year delinquent collections.

The total amount shall be sent in three (3) payments. Payment dates are February 15, May 15, and August 15 (if the date falls on a weekend or holiday, payment shall be provided on the next business day). From the date a payment becomes due, the District shall have thirty (30) days in which to pay same, subject to applicable law.

~~Payments for each calendar quarter (a three-month period of service) shall be summed and paid in advance by the District to the City. From the date a quarterly payment becomes due, the District shall have thirty (30) days in which to pay same, subject to applicable law.~~

True-Up Provision:

~~It is expressly understood and agreed by the Parties that the Total Taxable Value (the certified taxable value plus adjustments to the tax roll) will fluctuate during the fiscal year as taxable values are adjusted by the Williamson Central Appraisal District. Accordingly, the Parties agree that, within sixty (60) days following the close of each fiscal year, payments by the District to the City made during that year will be adjusted to reflect adjustments to the Total Taxable Value by the Williamson Central Appraisal District during the year so that the City is paid at least:~~

~~\$0.09 per \$ 100.00 taxable value on the Total Taxable Value of the District minus the Total Taxable Value of Excluded Areas (prorated for the applicable service period).~~

~~In making the end of year adjustments, the District shall provide the City with official documentation from the Williamson Central Appraisal District to support the adjustment.~~

Pass-Through of Designated Funds:

The Parties expressly acknowledge and agree that collection rates and total taxable values can and do vary from time to time. Funds collected by the District above the compensation rates delineated in this Agreement, such funds being designated by the District for emergency services, shall be passed through to the City in the manner established in this Agreement. Such funds shall

be allocated to the service providers on a pro-rated basis within sixty (60) days of each of the end of the District's fiscal years. The audited financial statements and budget of the District shall be made available, upon request, to the service providers in order to support the year-end funds distribution.

All payments due and owing at any time by the District to the City shall be timely made by ACH or at the City of Leander's preference by mail to the following address: Attention: Finance Director, City of Leander, ~~200 West Willis~~ 105 N. Brushy St., Leander, Texas 78641.

The District, in making all payments pursuant to this Agreement for governmental functions and services, shall make such payments from current revenues of the District. All payments made hereunder shall be for maintenance and operations only, and pursuant to Section 775.073, the District shall obtain no ownership interest in the City's real or personal property, unless agreed to in writing by the parties.

VI. EQUIPMENT AND PERSONNEL

The City shall be responsible for provision of all necessary equipment, including firefighting equipment, and personnel necessary to accomplish the services required hereunder, unless otherwise agreed to in writing by the parties hereto.

The City shall remain responsible for registration, licensing, inspection, repair, maintenance, and operation of such equipment, and for any damages, injuries, or deaths resulting from the use of such equipment, including motor vehicles as allowed by applicable law. Further, the City shall remain responsible for the payment of all salaries, benefits, insurance or other funds necessary for the personnel who provide services hereunder, as well as the certification, licensing, or other actions required by any governmental or regulatory authority, specifically including but not limited to the Texas Commission on Fire Protection and/or the Texas Department of State Health Services, for the services provided hereunder.

The Parties expressly acknowledge and agree that the District shall not accrue or acquire any equity or ownership interest in any such equipment or personnel, and the City shall not accrue or acquire any equity or ownership interest in the District's property.

The Parties expressly acknowledge and agree that nothing in this Agreement shall be construed so as to make the other Party a partner, joint venturer, joint investor, or insurer of the other Party or its operations hereunder.

VII. REPORTS

The City shall use reasonable efforts to maintain accurate run reports of each incident to which it responds in its Designated Area hereunder. Such reports, or a summary thereof, shall be provided to the District within twenty (20) days of request and at each Regular Meeting of the District's Board of Emergency Services Commissioners.

The City shall provide a monthly report to the District detailing numbers and types of responses to which the City responded in the Designated Area during the previous month and any other pertinent information related to the City's performance under this Agreement.

Anticipating possible subsequent yearly service by the City to the District, the Parties agree to meet during the term hereof to discuss growth projections for the Designated Area.

VIII. LIABILITY

The Parties expressly acknowledge and agree that the District has no power to control or supervise the manner and means chosen by the City to carry out the services specified in this Agreement, and that the District shall have no liability for any intentional or negligent acts or omissions of the City or its Fire Department. To the extent authorized by law, the City further agrees to indemnify the District for any loss or expense (including but not limited to attorney's fees) incurred as a result of any claim against the District by any person or entity, should such claim be based upon any intentional or negligent act or omission by the City which is not related to the provision of the services specified in this Agreement. Specifically citing Texas Government Code Section 791.006(a-1), to the extent authorized by law, the City shall fully indemnify and hold the District, as well as its commissioners, officials, agents, volunteers, and employees, harmless from any and all civil liability or other claims of any type or nature whatsoever, specifically including but not limited to negligence, gross negligence, or intentional acts or omissions, and all attorney's fees and related costs, made on account of any loss or damages through personal injuries, deaths, property, or other damages, arising directly or indirectly out of the negligence, gross negligence, or the intentional acts or omissions of the City or its officials, agents, employees, or representatives, in performing the services required under this Agreement. The City is solely responsible for the acts or omissions of its officials, agents, employees, or representatives in performing the services required under this agreement, and the assignment of liability is intended to be different than liability otherwise assigned under Section 791.006(a), Texas Government Code.

The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

IX. TERMINATION; DEFAULT

Termination. Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to the other Party. Upon termination, each party shall immediately return to the other party any real or personal property that party may have of the other party. Termination under this section shall not relieve the District of its obligation to pay for services which occurred prior to termination, on a pro-rated basis to the date of termination.

Default by the Parties. In the event of default by either of the Parties, the non-defaulting Party has the right to terminate this Agreement, in whole or in part, for cause, if the non-defaulting Party provides the defaulting Party with written notice of such default and the defaulting Party fails to cure such default to the satisfaction of the non-defaulting Party within sixty (60) business days of receipt of such notice (or a greater time if permitted by the non-defaulting Party). The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the Parties to each other hereunder. Termination under this section shall not relieve the District of its obligation to pay for services which occurred prior to termination, on a pro-rated basis to the date of termination. The allegation of default shall not relieve either Party from its respective obligations hereunder until such time as this Agreement has been actually terminated as set forth herein, and such obligations shall survive the termination of this Agreement.

X. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, Emery, or Lone Star Overnight, addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

City of Leander

Attention: City Manager
~~200 West Willis~~ 105 N. Brushy St.
Leander, Texas 78641

and to:

Paige H. Saenz
The Knight Law Firm
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

and to:

Fire Chief

101 East Sonny Drive
Leander, Texas 78641

Williamson County Emergency Services District No. 9

President
Williamson County Emergency Services District No. 9
P. O. Box ~~275~~8608
Round Rock, Texas ~~78680~~78683

and to:

~~Attention:~~ Secretary
Williamson County Emergency Services District No. 9
P. O. Box ~~275~~8608
Round Rock, Texas ~~78680~~78683

and to:

Ken Campbell
Burns Anderson Jury & Brenner, L.L.P.
Post Office Box 26300
Austin, Texas 78755-6300

**XI.
DISPUTE RESOLUTION**

If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the City Manager of Leander and to the President of Williamson County Emergency Services District No. 9. The Parties hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

**XII.
MISCELLANEOUS PROVISIONS**

No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds

available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

No Waiver of Defenses. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within.

Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by the City Council, City of Leander, Texas, in its meeting held on the ____ day of _____, ~~2016~~2023, and executed by its authorized representative.

CITY OF LEANDER, TEXAS

By: _____
~~Christopher Fielder~~Christine DeLisle, Mayor

Date Signed: _____

ATTEST:

FOR CITY, APPROVED AS TO FORM:

~~Debbie Haile~~Dara Crabtree, City Secretary

Paige H. Saenz, City Attorney

APPROVED by the Williamson County Emergency Services District No. 9 in its meeting held on the ____ day of _____, ~~2016~~2023, and executed by its authorized representative.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____
Michael Garcia, President

Date Signed: _____

ATTEST:

~~Karen Dittman~~RP Punukollu, Secretary

FOR ESD NO. 9, APPROVED AS TO FORM:

Ken Campbell, District's Attorney

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

KNOW ALL BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION AND EMERGENCY SERVICES
BETWEEN THE CITY OF LEANDER, TEXAS AND
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

This Interlocal Agreement (the "Agreement") is made and entered into by and between the CITY OF LEANDER, TEXAS (the "City"), a home-rule municipal corporation of the State of Texas, and WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9 (the "District"), a political subdivision of the State of Texas. The City and the District are herein referred to as "the Parties."

WHEREAS, Texas Health and Safety Code, Chapter 775, Section 775.031(a)(9), Section 775.033, and other applicable law, authorizes the District to enter into contracts with municipalities or other entities for making emergency services available to the District; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments, including special districts, to contract with one another to perform governmental functions and services, including fire protection; and

WHEREAS, the Board of Emergency Services Commissioners of the District desires to contract with the City to provide certain fire protection and emergency services to the residences and businesses located within the confines of the Williamson County Emergency Services District No. 9; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the City; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the District:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**I.
PURPOSE**

The purpose of this Agreement is to provide for certain fire protection, emergency medical first responder services, and other enumerated related services to the residences and businesses located within the District not served by other contracted service providers of the District. Exhibit "A," attached hereto and incorporated herein by reference for all purposes, shall describe and establish the Designated Area with Williamson County Emergency Services District No. 9 for

which the City, by virtue of this Agreement, has primary responsibility for the provision of services as defined herein and in attachments hereto.

II. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

EMS Services: Emergency medical first responder services pursuant to the Williamson County Emergency Medical Services First Responder program.

Fire Services: Fire suppression, prevention of fire spread, hazardous materials control, rescue, and other emergency services to the public as necessary and as dispatched.

III. TERM

The term of this Agreement shall be from October 1, 2022 through September 30, 2023 ("Initial Term"), unless otherwise terminated hereunder, or if a new agreement is entered into by the parties hereto, this Agreement shall automatically renew after the Initial Term for successive one (1) year terms. It is understood and expressly agreed that the Parties cannot commit funds for any future fiscal year after the Initial Term, and that this Agreement does not commit the Parties to commit funds for future fiscal terms.

IV. OBLIGATIONS OF THE CITY

The City shall provide the Fire Services and EMS Services ("emergency services") set forth herein to the District on a 24-hour per day, 7-day per week basis, such services being provided at the level of response and in the same manner it does to the City, except to the extent modified in writing by the parties. In addition, City shall enter into automatic aid and other agreements between all entities contracting with the District on terms acceptable to the City to provide emergency services to ensure appropriate response for all incidents to which the City is dispatched hereunder.

V. OBLIGATIONS OF THE DISTRICT

The District shall pay the City, in return for and in consideration of the services and agreements contained herein, the following:

For the provision of emergency services to the areas of the District set forth in Exhibit A, including, but not limited to, the Stonehurst Subdivision, the Parkside and Mayfield Ranch Subdivisions, the Williamson County Park, and areas annexed by the District as of November 2, 2021 ("Designated Area") and excluding the areas of the District served by other contracted

services providers of the District including the City of Round Rock and Sam Bass Fire Department, Inc. ("Excluded Areas"), compensation paid by the District for the services provided by the City shall be calculated as follows:

For the Designated Area and excluding Excluded Areas: The District will pay 0.9000 (90%) of the net tax revenues received from Williamson County Tax Assessor Collectors office. The net tax revenues are the net proceeds from the Districts approved tax rate (less any exemptions). Net tax includes prior year delinquent collections.

The total amount shall be sent in three (3) annual payments. Payment dates are February 15, May 15, and Aug 15 (if the date falls on a weekend or holiday, payment shall be provided on the next business day). From the date a payment becomes due, the District shall have thirty (30) days in which to pay same, subject to applicable law.

Pass-Through of Designated Funds:

The Parties expressly acknowledge and agree that collection rates and total taxable values can and do vary from time to time. Funds collected by the District above the compensation rates delineated in this Agreement, such funds being designated by the District for emergency services, shall be passed through to the City in the manner established in this Agreement. Such funds shall be allocated to the service providers on a pro-rated basis within sixty (60) days of each of the end of the District's fiscal years. The audited financial statements and budget of the District shall be made available, upon request, to the service providers in order to support the year-end funds distribution.

All payments due and owing at any time by the District to the City shall be timely made by ACH or at the City of Leander's preference by mail to the following address: Attention: Finance Director, City of Leander, 105 North Brushy Street, Leander, Texas 78641

The District, in making all payments pursuant to this Agreement for governmental functions and services, shall make such payments from current revenues of the District. All payments made hereunder shall be for maintenance and operations only, and pursuant to Section 775.073, the District shall obtain no ownership interest in the City's real or personal property, unless agreed to in writing by the parties.

**VI.
EQUIPMENT AND PERSONNEL**

The City shall be responsible for provision of all necessary equipment, including firefighting equipment, and personnel necessary to accomplish the services required hereunder, unless otherwise agreed to in writing by the parties hereto.

The City shall remain responsible for registration, licensing, inspection, repair, maintenance, and operation of such equipment, and for any damages, injuries, or deaths resulting from the use of such equipment, including motor vehicles as allowed by applicable law. Further, 019.21268/SERVICE PROVIDER AGREEMENTS/2022 AGREEMENTS/SAENZ v.2.LFD AGREEMENT ab01032023 rdp/45].docx - Word rev. kpc 012723

the City shall remain responsible for the payment of all salaries, benefits, insurance or other funds necessary for the personnel who provide services hereunder, as well as the certification, licensing, or other actions required by any governmental or regulatory authority, specifically including but not limited to the Texas Commission on Fire Protection and/or the Texas Department of State Health Services, for the services provided hereunder.

The Parties expressly acknowledge and agree that the District shall not accrue or acquire any equity or ownership interest in any such equipment or personnel, and the City shall not accrue or acquire any equity or ownership interest in the District's property.

The Parties expressly acknowledge and agree that nothing in this Agreement shall be construed so as to make the other Party a partner, joint venturer, joint investor, or insurer of the other Party or its operations hereunder.

VII. REPORTS

The City shall use reasonable efforts to maintain accurate run reports of each incident to which it responds in its Designated Area hereunder. Such reports, or a summary thereof, shall be provided to the District within twenty (20) days of request and at each Regular Meeting of the District's Board of Emergency Services Commissioners.

The City shall provide a monthly report to the District detailing numbers and types of responses to which the City responded in the Designated Area during the previous month and any other pertinent information related to the City's performance under this Agreement.

Anticipating possible subsequent yearly service by the City to the District, the Parties agree to meet during the term hereof to discuss growth projections for the Designated Area.

VIII. LIABILITY

The Parties expressly acknowledge and agree that the District has no power to control or supervise the manner and means chosen by the City to carry out the services specified in this Agreement, and that the District shall have no liability for any intentional or negligent acts or omissions of the City or its Fire Department. To the extent authorized by law, the City further agrees to indemnify the District for any loss or expense (including but not limited to attorney's fees) incurred as a result of any claim against the District by any person or entity, should such claim be based upon any intentional or negligent act or omission by the City which is not related to the provision of the services specified in this Agreement. Specifically citing Texas Government Code Section 791.006(a-1), to the extent authorized by law, the City shall fully indemnify and hold the District, as well as its commissioners, officials, agents, volunteers, and employees, harmless from any and all civil liability or other claims of any type or nature whatsoever, specifically including but not limited to negligence, gross negligence, or intentional acts or omissions, and all attorney's fees and related costs, made on account of any loss or damages through personal injuries, deaths, property, or other damages, arising directly or indirectly out of

019.21268/SERVICE PROVIDER AGREEMENTS/2022 AGREEMENTS/SAENZ v.2.LFD AGREEMENT abf01032023_rdpj45l.docx - Word rev. kpc 012723

the negligence, gross negligence, or the intentional acts or omissions of the City or its officials, agents, employees, or representatives, in performing the services required under this Agreement. The City is solely responsible for the acts or omissions of its officials, agents, employees, or representatives in performing the services required under this agreement, and the assignment of liability is intended to be different than liability otherwise assigned under Section 791.006(a), Texas Government Code.

The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

IX. TERMINATION; DEFAULT

Termination. Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to the other Party. Upon termination, each party shall immediately return to the other party any real or personal property that party may have of the other party. Termination under this section shall not relieve the District of its obligation to pay for services which occurred prior to termination, on a pro-rated basis to the date of termination.

Default by the Parties. In the event of default by either of the Parties, the non-defaulting Party has the right to terminate this Agreement, in whole or in part, for cause, if the non-defaulting Party provides the defaulting Party with written notice of such default and the defaulting Party fails to cure such default to the satisfaction of the non-defaulting Party within sixty (60) business days of receipt of such notice (or a greater time if permitted by the non-defaulting Party). The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the Parties to each other hereunder. Termination under this section shall not relieve the District of its obligation to pay for services which occurred prior to termination, on a pro-rated basis to the date of termination. The allegation of default shall not relieve either Party from its respective obligations hereunder until such time as this Agreement has been actually terminated as set forth herein, and such obligations shall survive the termination of this Agreement.

X. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, Emery, or Lone Star Overnight, addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified

by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

City of Leander

Attention: City Manager
105 North Brushy Street
Leander, Texas 78641

and to:

Paige H. Saenz
The Knight Law Firm
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

and to:

Fire Chief
101 East Sonny Drive
Leander, Texas 78641

Williamson County Emergency Services District No. 9

President
Williamson County Emergency Services District No. 9
P. O. Box 8608
Round Rock, Texas 78683

and to:

Secretary
Williamson County Emergency Services District No. 9
P. O. Box 8608
Round Rock, Texas 78683

and to:

Ken Campbell
Burns Anderson Jury & Brenner, L.L.P.
Post Office Box 26300
Austin, Texas 78755-6300

XI.

DISPUTE RESOLUTION

If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the City Manager of Leander and to the President of Williamson County Emergency Services District No. 9. The Parties hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

XII. MISCELLANEOUS PROVISIONS

No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

No Waiver of Defenses. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within.

Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this

019.21268/SERVICE PROVIDER AGREEMENTS/2022 AGREEMENTS/SAENZ v.2.LFD AGREEMENT abf01032023 rdpj45l.docx – Word rev. kpc 012723

Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by the City Council, City of Leander, Texas, in its meeting held on the _____ day of _____, 2023, and executed by its authorized representative.

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Date Signed: _____

ATTEST:

FOR CITY, APPROVED AS TO FORM:

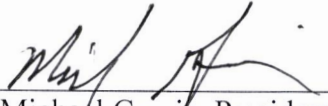
Dara Crabtree, City Secretary

Paige H. Saenz, City Attorney

ORIGINAL

APPROVED by the Williamson County Emergency Services District No. 9 in its meeting held on the _____ day of _____, 2023, and executed by its authorized representative.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

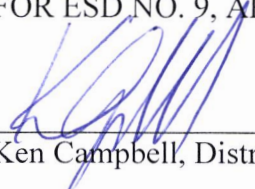
By: 
Michael Garcia, President

Date Signed: 1-27-23

ATTEST:


RP Punukollu, Secretary

FOR ESD NO. 9, APPROVED AS TO FORM:


Ken Campbell, District's Attorney

ORIGINAL

City of Leander

ESD 9 Area Valuation
September 2, 2022

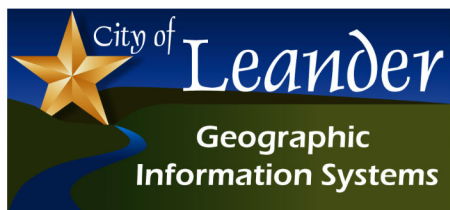
Parkside at Mayfield Ranch /
Parkside Parkway

Certified 2022 Assessed Values:
\$556,172,148

Stonehurst

Certified 2022 Assessed Values:
\$28,672,485

Austin Community College, County of Williamson, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



-  Parkside at Mayfield Ranch/ Parkside Parkway
-  Stonehurst
-  WCAD Parcels



0 1,000 2,000
Feet

3,000

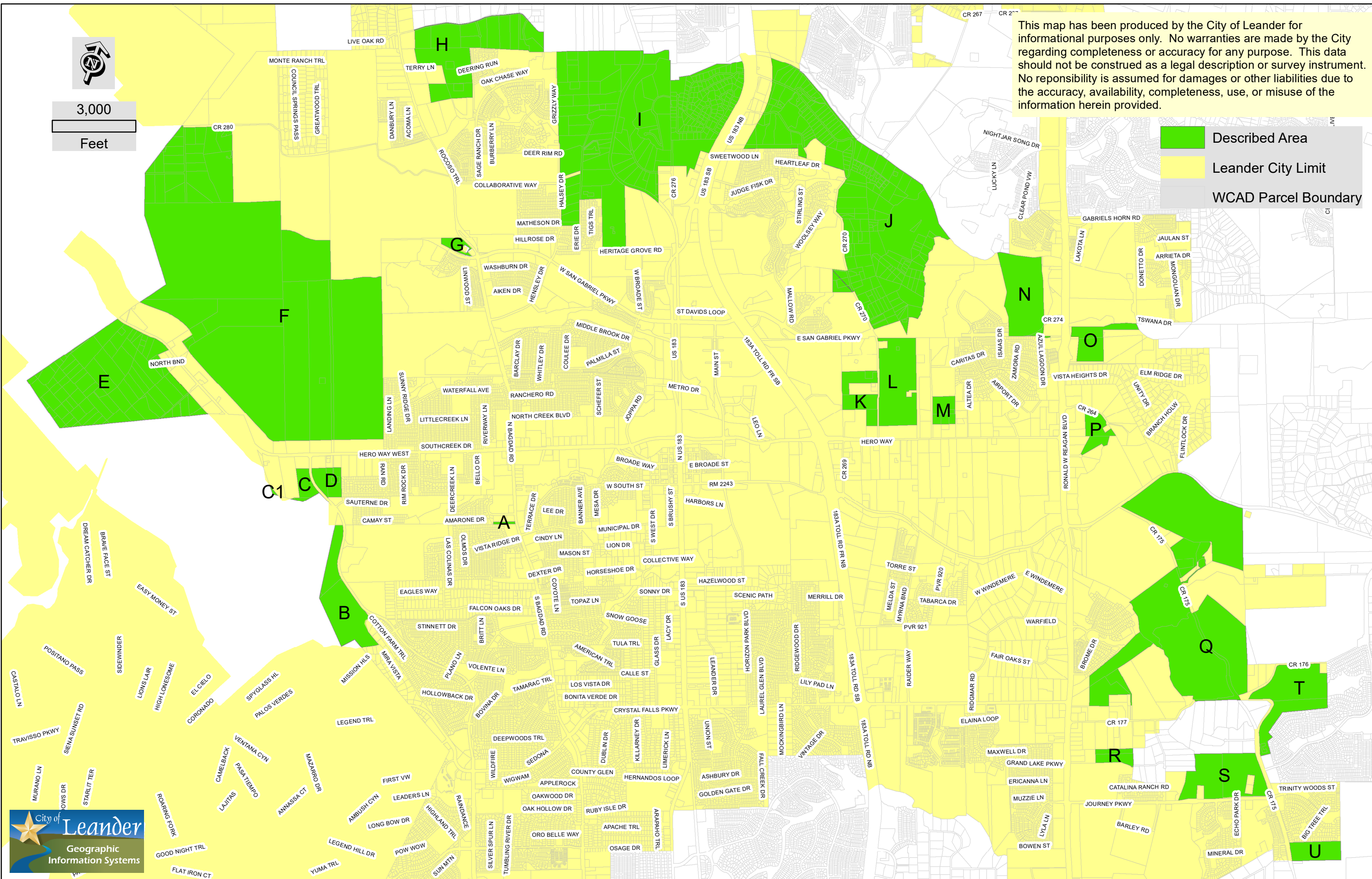
Feet

This map has been produced by the City of Leander for informational purposes only. No warranties are made by the City regarding completeness or accuracy for any purpose. 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.

Described Area

Leander City Limit

WCAD Parcel Boundary





EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Discuss the Comprehensive Plan Implementation Schedule, Leander, Williamson & Travis Counties, Texas.

BACKGROUND:

The City Council adopted the current Comprehensive Plan on April 1, 2021 and updated it on March 3, 2022. Chapter 6 of the Plan includes an implementation schedule that lists the goals and strategies with timeframes. This agenda item includes a status update for the implementation schedule to show progress on the items.

The Comprehensive Plan review completed by the Commission during the December 8, 2022 meeting is also attached as Attachment #3 for reference.

Staff is working on updates to the following ordinances:

1. Composite Zoning Ordinance
 - a. Clarify Short Term Rental Requirements
 - b. Update use components to clarify permitted uses
 - c. Update landscape requirements
 - d. Clarify parking requirements
 - e. Modify reciprocal access requirements
 - f. Implement updates from the Comprehensive Plan
 - g. Clean Up Items
2. Subdivision Ordinance
 - a. Implement updates from the Comprehensive Plan
 - b. Clean Up Items
3. Noise Ordinance
 - a. Overhaul noise ordinance
4. Sign Ordinance
 - a. Update definitions
 - b. Expand sign materials
 - c. Clarify Master Sign Plan criteria
 - d. Update sign heights
 - e. Expand permitted sign types
 - f. Clarify lighting requirements
5. Building Code
 - a. Consider adopting new code package
 - b. Remove local amendments that are in conflict with new codes
 - c. Require that shell buildings are pre-plumbed for multiple restrooms

HISTORY/TIMELINE:

04/01/2021 – Adoption of the Comprehensive Plan

03/03/2022 – Update to the Comprehensive Plan

02/09/2023 – Planning & Zoning Commission Discussion

APPLICANT/AGENT:

City of Leander

PRESENTER:

Attachments

1. Implementation Schedule
2. P&Z Comprehensive Plan Summary

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 1: Economic Growth - Quality growth and development to generate a diverse tax base.								
Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.								
1.1.1	Follow the Future Land Use Map guidance for zoning and development decisions.	Policy				X	Development Services	Ongoing
1.1.2	Implement the comprehensive plan's design character framework to ensure appropriate design characteristics.	Regulation				X	Planning	Ongoing
1.1.3	Maintain and implement fiscal, administrative and regulatory policies and processes designed to stimulate increased economic activity and investment in the City.	Policy				X	Planning, Economic Development	Ongoing
1.1.4	Prioritize value-intense development within the boundaries of the Tax Increment Reinvestment Zone (TIRZ) financing district.	Policy				X	Planning, Economic Development	Ongoing
Strategy 1.2: Maintain development codes that achieve the community's desired character and quality.								
1.2.1	Encourage and promote quality development through predictable and flexible development codes.	Policy				X	Planning	Ongoing
1.2.2	Pursue a near-term, comprehensive assessment of the development codes.	Study				X	Planning	Ongoing - Initiated staff committee to evaluate codes and suggest updates. The committee meets once a month.
1.2.3	Prepare amendments to the development codes to address changing market demands and development patterns.	Regulation	X			X	Planning	Ongoing - Code updates are in discussion to increase the size of accessory structures to support work from home options.
1.2.4	Prepare amendments to the development codes and investment strategies for development along greenways.	Regulation	X				Planning, Parks and Recreation, Economic Development	Ongoing - Code updates are in discussion to amend parkland and greenway requirements.
1.2.5	Review the lighting ordinance to ensure appropriate and compatible site and building lighting for new development.	Regulation	X				Planning, Code Enforcement	Ongoing - Code updates are in discussion to amend the light ordinances to ensure appropriate and compatible site and building lighting for new development.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS			ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
				0-2	3-5	6-10	Ongoing		
Goal 2: Commercial Development - A dynamic commercial marketplace welcoming business opportunity.									
Strategy 2.1: Expand commercial tax base through strategic investment, support for local businesses, and partnerships with regional economic entities.									
2.1.1	Support the success of existing businesses and cultivate a robust entrepreneurship and innovation eco-system.	Policy				X	Economic Development, Public Information Office	Ongoing - Promoting the success of legacy businesses like One Source Manufacturing	
2.1.2	Devise a unique Leander “shop local” strategy.	Program				X	Economic Development, Public Information Office	Ongoing - Coordinating with Chamber on video series, sharing ribbon cutting events on social, and thanking local business sponsorship	
2.1.3	Evaluate opportunities to utilize public investment tools and programs to grow the local economy.	Policy				X	Economic Development		
2.1.4	Develop and utilize an economic impact analysis tool such as a cost-to-serve model to examine the tax base and service implications of new developments.	Study	X				Economic Development		
2.1.5	Monitor Leander’s tax and fee structure to maintain competitive rates in the region.	Policy				X	Economic Development		
Strategy 2.2: Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand									
2.2.1	Identify and prioritize recruiting through a targeted industry analysis.	Regulation	X				Planning, Economic Development (With The Chamber of Commerce)		
2.2.2	Prioritize commercial growth through the use of zoning, the Future Land Use Map, and prioritized investments and incentives.	Study				X	Economic Development		
2.2.3	Consider the impacts of economic development in all aspects of City decision-making and operations.	Program				X	Economic Development, Public Information Office	Ongoing - Coordinating with all departments on utility, road, budget and growth impacts.	
2.2.4	Promote Leander's positive outlook through story feeds and experiences as part of a cohesive digital communications strategy that aligns with the Leander brand.	Program				X	Public Information Office	Ongoing - Working with local video production companies to promote small businesses and highlight legacy employers. Also promoting profiles of city staff.	
2.2.5	Conduct an annual regulatory review meeting.	Coordination				X	Development Services	Ongoing - Should schedule first meeting in 2023	
2.2.6	Convene a task force of local and area commercial real estate developers to examine challenges and opportunities for Leander to succeed with commercial development.	Coordination				X	Economic Development, (With The Chamber of Commerce)		
2.2.7	Streamline the development process through identification of process improvements.	Study	X			X	Development Services	Ongoing - Ordinance updates were completed in 2022, Dev Hub was launched, process review was completed and we anticipate updates based on the review in 2023	

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 3: Employment - Leander is well-positioned as an attractive place for employers.								
Strategy 3.1: Expand promotional and recruitment efforts to proactively position Leander to attract top-level talent and primary jobs.								
3.1.1	Identify and prioritize the recruitment of primary jobs through a targeted industry analysis.	Study	X				Economic Development	
3.1.2	Aggressively market and cultivate both large, high-wage employers and smaller, locally-owned entrepreneurial businesses and startup firms.	Coordination				X	Economic Development, Public Information Office	Ongoing
3.1.3	Prioritize the recruitment of destination-oriented concepts, including entertainment, restaurants, and retail venues identified in the Retail Leakage Study.	Policy	X			X	Economic Development	
3.1.4	Promote Leander’s community amenities, quality of life elements, and award-winning schools as a recruitment strategy.	Program				X	Economic Development, Public Information Office, (With The Chamber of Commerce)	Ongoing
3.1.5	Strengthen cooperation and partner with the Leander Chamber of Commerce to ensure regional partnerships.	Coordination				X	Economic Development, (With The Chamber of Commerce)	
3.1.6	Pursue state and national recognition certifications to promote Leander.	Coordination				X	Public Information Office	In research
Strategy 3.2: Utilize partnerships to assist in the effort to prepare economic development sites for employment.								
3.2.1	Engage with landowners to encourage quality desired development in Employment Center and Activity Center areas.	Coordination				X	Planning, Engineering, Economic Development	
3.2.2	Develop marketing and branding material that responds to key information needs of site selectors, brokers, developers, and targeted prospects. Website Update	Program	X				Public Information Office	Ongoing - In proces of upgrading city website and partnering with Williamson Co on joint marketing effort.
3.2.3	Consider methods of public-private partnerships and cost- sharing.	Coordination				X	Economic Development	

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

ECONOMIC PROSPERITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 4: City Center - A new urban city center to capitalize on the Leander Station.								
Strategy 4.1: Continue efforts regarding the construction of projects within the Leander Central/Transit-Oriented Development District as a mixed-use urban environment.								
4.1.1	Study moving City Hall to the Leander Central area.	Study	X				Administration	Pending - Will finalize hiring a consultant in 2023.
4.1.2	Begin to treat the Leander Central area as the city center in future decision-making to distinguish it from Old Town.	Policy				X	Development Services	Ongoing - Old Town Master Plan is nearing completion.
4.1.3	Continue the regulatory and financial design framework for the Leander Central and Urban Mixed-Use areas.	Regulation				X	Planning, Economic Development	Ongoing
4.1.4	Create a targeted marketing campaign for the Leander Station activity center as a premier regional destination.	Program		X			Economic Development, Public Information Office (With The Chamber of Commerce)	In research

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 5: Community Branding - Establishment of a community brand that showcases Leander’s uniqueness.								
Strategy 5.1: Create a brand for Leander that captures Leander’s identity.								
5.1.1	Begin a branding conversation to elevate Leander’s identity. Provide a scope.	Study	X				Public Information Office	Ongoing - Beginning redesign of city website.
5.1.2	Promote community history and points of interest in the branding plan.	Study				X	Public Information Office	Ongoing - working on multiple projects including Bryson Farmstead, Old Town Park, Old Town Master Plan, and US 183 Corridor Study.
5.1.3	Prepare marketing and promotional materials as part of the new brand.	Program		X			Public Information Office	In research
Strategy 5.2: Develop gateway features and wayfinding that delineate the boundaries of the City and guide visitors and residents to key destinations.								
5.2.1	Create a gateway and signage plan to showcase the new brand and identity elements.	Study		X			Public Information Office	Pending - Will follow discussions of new brand.
5.2.2	Study regional corridors for gateway enhancements.	Study			X		Planning, Public Information Office	Pending - US 183 Corridor Study has been initiated.
5.2.3	Prepare a corridor study for US 183 to create a “main street” arrival adjacent to Old Town.	Study			X		Planning, Public Information Office	Pending - RFQ is in review.
5.2.4	Explore landscaping enhancements on major highway corridors.	Study			X		Planning, Parks and Recreation	
5.2.5	Consider the creation of a “Leander Beautification” committee to identify improvements citywide.	Coordination		X			Planning, Public Information Office, Parks and Recreation	Completed - Committee has been established by the Mayor.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 6: Old Town - A destination focused on the arts, shopping, and entertainment honoring Leander’s heritage.								
Strategy 6.1: Develop a cohesive plan to make Old Town Leander a unique place with a distinct identity.								
6.1.1	Develop a detailed master plan for Old Town Leander.	Study	X				Planning, Engineering	Ongoing - Old Town Master Plan is in nearing completion.
Strategy 6.2: Encourage development and activity in Old Town with locally-owned and unique shopping, dining, and entertainment opportunities.								
6.2.1	Consider amendments to the development codes to encourage desired uses in Old Town.	Regulation				X	Planning	Ongoing - The Old Town Master Plan is to provide suggestions for code updates.
6.2.2	Develop annual work plans for Old Town development initiatives.	Program		X			Planning, Parks and Recreation, Economic Development	Ongoing - The Old Town Master Plan is almost complete and will provide an implementation schedule.
6.2.3	Conduct a parking assessment in Old Town.	Study	X				Planning, Engineering	Ongoing - The Old Town Master Plan is almost complete and will include a parking assessment.
6.2.4	Continue the Old Town Revitalization Program.	Program				X	Economic Development	
6.2.5	Explore funding opportunities for public improvements.	Capital Investment	X				Administration, Finance	
6.2.6	Carefully consider the transitional compatibility with existing residential as Old Town evolves into an all-day activity area.	Study				X	Planning	Ongoing - The Old Town Master Plan is to provide suggestions for code updates. We will consider transitional compatibility with the updates.
Strategy 6.3: Promote the desired Old Town development character by incorporating and preserving elements of Leander’s heritage and history into Old Town Leander.								
6.3.1	Create a Leander heritage promotion program that educates and celebrates Leander’s rich history.	Program	X				Economic Development, Public Information Office	Coordinating with Historical Preservation Commission to host historical displays at the library. Also working to capture oral histories from long-time residents.
6.3.2	Explore opportunities to qualify for state and federal resources related to historic preservation and public art.	Program				X	Economic Development	
6.3.3	Encourage the preservation and rehab of contributing historic structures.	Policy				X	Economic Development	
6.3.4	Allocate funds for the construction of an Old Town park.	Capital Investment	X				Parks and Recreation	Pending - Funds are in place for the Old Town Park.
6.3.5	Consider moving City Hall and civic center facilities partially or entirely to another location in the city.	Study	X				Administration	Pending - RFQ has been posted for a consultant, should be hired in 2023 to study options for City Hall.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 7: Outdoor Spaces - Activated, connected, and destination-based outdoor spaces.								
Strategy 7.1: Build and connect a community-wide system of linear greenway parks and trails.								
7.1.1	Establish a greenways network through partnerships and regulations.	Coordination/ Regulation				X	Parks and Recreation	
7.1.3	Conduct a detailed feasibility study for the future San Gabriel River Regional Trail.	Study		X			Parks and Recreation	
7.1.4	Pursue a trail access corridor to the Balcones Canyonlands Preserve.	Capital Investment			X		Parks and Recreation	
7.1.5	Partner with Cedar Park to connect Lakewood Park to the Williamson County Southwest Regional Park and Brushy Creek trail extension.	Coordination		X			Parks and Recreation	
7.1.6	Partner with public and private organizations to expand regional trail connectivity that support transportation and recreation.	Coordination				X	Parks and Recreation	
Strategy 7.2: Expand the parks system and recreation offerings to keep pace with community growth.								
7.2.1	Implement the 2019 Parks Master Plan.	Coordination				X	Parks and Recreation	
7.2.2	Increase recreation opportunities and programming throughout the community to serve a diverse, multi-generational population.	Program				X	Parks and Recreation	Ongoing - Hired a consultant in July of 2022 to provide a master plan and design fo the South San Gabriel River Park and Leander Atheletic Complex.
7.2.3	Develop a phasing plan to replace and/or upgrade playscapes.	Program	X				Parks and Recreation	
7.2.4	Acquire property for a signature community park in northwest Leander.	Capital Investment	X				Parks and Recreation	
7.2.5	Review the parkland dedication ordinance to ensure desired neighborhood park outcomes.	Study				X	Parks and Recreation	
Strategy 7.3: Pursue signature destinations for events and regional attractions.								
7.3.1	Encourage and invest in event spaces for entertainment and activities for local and regional attraction. Hotel legislation	Capital Investment				X	Economic Development, (With The Chamber of Commerce)	
7.3.2	Identify opportunities to use parks for tourism and events.	Coordination				X	Parks and Recreation, Public Information Office, (With The Chamber of Commerce)	Ongoing - Hired a consultant in July of 2022 to provide a master plan and design fo the South San Gabriel River Park and Leander Atheletic Complex.

7.3.3	Expand opportunities for public art in outdoor spaces throughout Leander	Program				X	Parks and Recreation	
7.3.4	Increase the number of community events (festivals, concerts, farmer's markets, etc.).	Coordination				X	Parks and Recreation, Public Information Office, (With The Chamber of Commerce)	Ongoing - Parks updated special event policy in 2022
7.3.5	Develop the future San Gabriel Park property and consider additional expansion acreage, if possible.	Capital Investment		X			Parks and Recreation	Ongoing - Hired a consultant in July of 2022 to provide a master plan and design fo the South San Gabriel River Park and Leander Atheletic Complex.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

COMMUNITY CHARACTER ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 8: Education and Community Partnerships - Strong partnerships with education providers and community groups to achieve community goals and foster civic pride.								
Strategy 8.1: Support education providers to promote quality education for the next generation in Leander.								
8.1.1	Establish centers of excellence through engagements with Leander ISD, higher education institutions and local businesses.	Coordination				X	Planning, Engineering	Ongoing - Staff meets with the LISD demographer annually. Staff also meets with LISD during the planning and development stages of new schools. LISD receives a zoning notice for all residential cases.
8.1.2	Support and expand safe and connected routes to school.	Program				X	Planning, Engineering, Parks and Recreation	Ongoing - Will also be supported by the Transportation Master Plan.
8.1.3	Support efforts to integrate elementary schools within neighborhoods.	Coordination				X	Planning, Engineering	Ongoing
8.1.4	Consider shared-use facilities with schools.	Coordination				X	Parks and Recreation	
Strategy 8.2: Support institutions of higher learning to expand educational opportunity.								
8.2.1	Leverage ACC's San Gabriel campus to cater the corporate training solutions programs to the needs of Leander such as developing strong technology and manufacturing fields.	Coordination				X	Administration	
8.2.2	Partner with ACC San Gabriel campus on expansion of their campus, including a potential four-year university.	Coordination				X	Administration	
Strategy 8.3: Continue to support community service groups, non-profits, and volunteers.								
8.3.1	Identify opportunities to partner with local groups for community action steps.	Coordination				X	Fire, Code Enforcement, Police, Public Information Office	Ongoing - The Fire Department's risk reduction program has established several partners within the community who have been instrumental in providing community action as it relates to assisting our vulnerable and at-risk populations.
8.3.2	Partner with medical institutions to promote health and activity.	Coordination				X	Human Resources	Ongoing - HR confirmed that staff is eligible for a corporate discount with YMCA and Planet Fitness. We use Cedar Park Occupational Medicine & CareNow for workers' comp, drug testing, fitness for duty, etc.
8.3.3	Encourage volunteer assistance to generate civic pride and enthusiasm.	Program				X	Public Information Office, (With The Chamber of Commerce)	Ongoing - Established an online form for all volunteer interest
8.3.4	Consider partnership opportunities for a new community space.	Coordination				X	Parks and Recreation	

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 9: Transportation - Safe, connected, attractive streets as part of a balanced and diverse transportation network.								
Strategy 9.1: Continue to support well-designed and maintained streets to ensure safety and durability.								
9.1.1	Prioritize street safety elements in upcoming CIP projects.	Policy				X	Engineering	Ongoing - Several traffic signal and turn lane projects will improve safety.
9.1.2	Update the City's street cross-sections to ensure a balance of safety and people-centered streetscape elements. TMP	Regulation	X				Engineering	Completed - Transportation Master Plan has this updated
9.1.3	Support and expand pedestrian and bicycle connectivity. TMP	Program				X	Engineering, Parks and Recreation	Ongoing - Transportation Master Plan has this updated
9.1.4	Continue to assess pavement condition on City streets.	Study				X	Public Works	Ongoing - Pavement assessments were performed in 2015, 2020, and 2021 (after Winter Storm Uri)
9.1.5	Assess on-street parking situations where existing narrow streets challenge emergency response.	Study		X			Engineering, Fire, Police	Pending - Old Town Master Plan is almost completed, but study for the entire City has not been started. Public Works has provided a list of streets that are below the current street standards to the Fire Department. This list will allow us to perform a further analysis of the street areas and demands and if any improvements are needed.
9.1.6	Consider grant opportunities for residential screening walls and compatibility elements that coincide with major street expansion.	Coordination		X			Planning	
Strategy 9.2: Ensure a connected, balanced network of streets and prioritize timely improvements through managed planning systems.								
9.2.1	Regularly re-evaluate the City's methods for studying traffic impacts and assessing mitigation costs. Traffic Impact Fees	Study	X				Engineering	Completed - Roadway Impact Fees Ordinance was adopted in July 2022, fees will be assessed in 2023 and collected in 2024
9.2.2	Account for growth-based traffic congestion through managed planning and study.	Policy				X	Planning, Engineering	Pending - Transportation Master Plan includes and several Corridor Studies are in process and being finalized to manage the traffic congestion
9.2.3	Continue to monitor emerging modes of transportation.	Study				X	Engineering, Public Works	Ongoing - City is working with CapMetro
9.2.4	Evaluate opportunities to consider transportation demand management and smart city technologies.	Study				X	Engineering, Public Works	Ongoing - Demand study included in the Transportation Master Plan and No update to smart city technologies
9.2.5	Develop a formal signalized intersection review and approval process.	Program		X			Engineering, Public Works, (With TxDOT)	Ongoing - Engineering works with consultants for signal warrant studies for this as formal process. In addition to signal warrant studies, ENG and PW work together to review standard practices (MUTCD, TxDOT, etc.) and accident data provided by PD to review other intersection improvement requests (i.e. flashing beacons, crosswalks, signage, etc.)

Strategy 9.3: Foster strong relationships with regional mobility partners to expand Leander’s influence on regional transportation decisions.								
9.3.1	Engage with TxDOT to evaluate a future US 183 turnback	Coordination			X		Public Works	Ongoing
9.3.2	Partner with regional transportation organizations to plan for priority transportation projects in Leander.	Coordination				X	Administration, Engineering	Ongoing - Work with Williamson County, TxDOT and CAMPO to partner on current and future transportation projects (ie Hero Way, Ronald Reagan, Bagdad Road and RM 2243)
9.3.3	Seek to expand enhanced transit service with CapMetro.	Coordination			X		Administration	
9.3.4	Partner with smaller cities in the CapMetro program to ensure equitable participation rates and service offerings.	Coordination				X	Administration	
9.3.5	Conduct a study to examine potential grade-separated railroad crossings.	Study			X		Engineering	
9.3.6	Seek to integrate trail crossings and park signage on the 183A Toll extension.	Coordination	X				Parks and Recreation	

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 10: Housing - Long-term neighborhood integrity and a balanced, diverse mix of housing.								
Strategy 10.1: Maintain and/or improve affordability and diversity in the housing market.								
10.1.1	Encourage a variety of market-driven housing types.	Policy				X	Planning	Ongoing - This can be achieved through zoning. Currently the resolution regarding water has placed this strategy on hold.
10.1.2	Support senior living communities near neighborhoods and infill locations.	Regulation				X	Planning	Ongoing - This can be supported as development occurs.
10.1.3	Prepare amendments to the development codes to address Transitional development options.	Regulation	X				Planning	Pending - Planning will evaluate this update with our next round of ordinance updates.
10.1.4	Support emerging, flexible residential types in appropriate areas.	Regulation	X				Planning	Pending - Planning is working on updates to the ordinance that includes amendments to address the accessory dwelling concept.
Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.								
10.2.1	Prepare amendments to the development codes that limit high- density multi-family in mixed-use activity centers.	Regulation	X				Planning	Pending - Planning is working on updates to the ordinance and will include this proposal in the review.
10.2.2	Review and assess compatibility standards between residential and non-residential uses.	Regulation	X			X	Planning	Pending - Staff presented updates to the ordinance in 2022 to update the compatibility standards for development. Staff will re
10.2.3	Prepare amendments to the development codes to improve the design quality and compatibility of attached residential products.	Regulation	X				Planning	Pending - Planning is working on updates to the ordinance and will include this proposal in the review.
10.2.4	Prepare amendments to the development codes to preserve the aesthetic in the Rural land use area depicted on the Future Land Use Map.	Regulation	X				Planning	Pending - Planning is working on updates to the ordinance and will include this proposal in the review.
10.2.5	Prepare amendments to the development codes to create a mid- density zoning district.	Regulation	X				Planning	On hold - This can be achieved through zoning. Currently the resolution regarding water has placed this strategy on hold.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 11: Utilities - Integrated and well-planned utility infrastructure to serve desired growth.								
Strategy 11.1: Continue to plan ahead of growth through integrated utility infrastructure planning.								
11.1.1	Align the Leander Capital Improvement Plan (CIP) with the comprehensive plan.	Coordination				X	Planning, Engineering	Ongoing - CIP projects are developed based on the Comprehensive Plan, Transportation Master Plan, Wastewater Master Plan, and Water Master Plan
11.1.2	Continue to partner with franchise utility providers to plan ahead for critical infrastructure.	Coordination				X	Planning, Engineering	Ongoing - Engineering is working on developing a joint duct bank standard with franchise utility providers for future City projects
11.1.3	Design and manage the City's stormwater system to mitigate against flooding.	Capital Investment		X			Engineering, Public Works	Ongoing - 2021 ATLAS 14 Flood study in progress and FEMA submittal for new floodplain maps will be in 2023 by Engineering. Public Works maintains an annual pond maintenance program to perform major rehabilitation on city maintained stormwater ponds in order to maintain optimum, designed, functionality. Current studo fo stormwater in Brushy Creek. A Stormwater Master Plan will initiate in FY2024
11.1.4	Work with telecommunication providers to facilitate enhanced broadband and 5G wireless service.	Coordination	X				Administration, IT, Engineering	Ongoing - No update Utilities have not approached City about these type of facilities
11.1.5	Periodically review the City's Standard Details construction document.	Study				X	Engineering	Ongoing - Engineering will schedule quarterly staff meeting to go over City's Standard Details and proposed modifications.
Strategy 11.2: Prioritize the long-term strategic planning and system health of the water and utilities.								
11.2.1	Consider options to solidify Leander's water system to ensure consistent service delivery.	Study	X				Engineering	Ongoing - The City is working with the BCRUA Partners to expand the BCRUA Water Plant Capacity. In addition, the city working on several city water projects to ensure consistent water service delivery. Capital Improvements Program (CIP) continually assesses and adds to improve and expand water supply and resources as our highest priority.
11.2.2	Pursue and implement an update to the Water Master Plan.	Study	X				Engineering	Pending - Engineering has hired a consultant to update the Water Master Plan/CIP Update to be complete in 2023.
11.2.3	Pursue and implement an update to the Wastewater Master Plan.	Study	X				Engineering	Pending - Engineering has hired a consultant to update the Wastewater Master Plan to be complete in 2024.
11.2.4	Conduct the five-year update of the Water and Wastewater Impact Fees.	Study		X			Engineering	Ongoing - to be complete in 2023
11.2.5	Pursue an update to the City's 2019 Water Conservation ordinance.	Study	X				Engineering, Public Works, Public Information Office	Ongoing - Updated in March 2021 with staff continuously reviewing to make needed adjustments based on current water system status and demand.

COMPREHENSIVE PLAN GOALS - IMPLEMENTATION SCHEDULE

GROWTH AND MOBILITY ACTIONS		ACTION TYPE	TIMEFRAME (YEARS)				INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)	STATUS
			0-2	3-5	6-10	Ongoing		
Goal 12: Municipal Services - Cost-effective, exceptional municipal services commensurate with growth.								
Strategy 12.1: Maintain the public’s expectations and confidence in an effective public safety system.								
12.1.1	Regularly evaluate Police and Fire Department resource needs.	Study				X	Fire, Police	Ongoing - Part of the CIP program. Both departments will continue to evaluate demands on the department and resource needs.
12.1.2	Support Police and Fire Department use of contemporary service methods and technology.	Capital Investment				X	Administration, Fire, Police	Ongoing - Both departments will continue to monitor needs and demands on service and evaluate various methods and innovative ways to meet those demands.
12.1.3	Partner with Williamson County on potential expansion of the City’s communication center and future need for a County Medical Examiner.	Coordination		X			Administration, Fire, Police, (With Williamson County)	Ongoing - The Fire Department will continue communication with Williamson County representatives about dispatching needs. Have not engaged yet in a discussion regarding a medical examiner.
12.1.4	Evaluate the need for a combined Fire and Police training center.	Study	X				Fire, Police	Ongoing - The Fire Department is working with City staff on identifying available land to support a joint training center.
12.1.5	Maintain support for community involvement programs for the Police and Fire Department.	Policy				X	Fire, Police	Ongoing - The Fire Department will continuing to evaluate our community programs and utilize community volunteer members as much as possible
12.1.6	Regularly evaluate response time for Fire and EMS to determine station needs.	Study				X	Fire, Police	
Strategy 12.2: Ensure that the Leander community receives outstanding general municipal services.								
12.2.1	Create a new Facility Master Plan to account for community needs.	Study	X				Administration	Ongoing - Comprehensive Facility Plan was completed and approved in March, 2022.
12.2.2	Provide educational and training opportunities for policymakers, staff and citizen volunteers.	Coordination/ Programs				X	Public Information Office	Pending - Currently meeting with HOAs about city topics. Also developing new website and first-ever Citizen University program representing all departments
12.2.3	Conduct an update to the Library Strategic Master Plan.	Study	X				Parks and Recreation	
12.2.4	Conduct an update of the 2015 Multi-Hazard Mitigation Plan.	Study	X				Fire	Ongoing - Continue to evaluate our response time and demand areas. Working with GIS to access more technology to help with analysis.
12.2.5	Proactively plan for anticipated service needs in future annexation areas.	Program				X	Development Services, (With Williamson County), (With Travis County)	Ongoing - Annexation is currently only voluntary requests.
12.2.6	Develop digital tools to provide information and education to the public.	Program	X				Public Information Office	Ongoing - Currently developing new website and first-ever Citizen University program representing all departments



PLANNING & ZONING COMMISSION COMPREHENSIVE PLAN DISCUSSION

The Planning & Zoning Commission held a workshop on Dec. 8, 2022 to discuss the 2021 Comprehensive Plan and consider making any recommendations to the City Council. The City of Leander Charter calls for the Planning & Zoning Commission to:

Monitor and oversee the effectiveness and status of the comprehensive plan and recommend annually to the council any changes in or amendments to the comprehensive plan as may be desired or required;

HISTORY/TIMELINE:

04/01/2021 Comprehensive Plan Adoption

03/03/2022 Comprehensive Plan Update #1

COMPREHENSIVE PLAN REVIEW:

1. Road Improvements need to be addressed. As the City grows, we are seeing more traffic issues. There are new developments proposing higher density that are planned along substandard roads.
 - a. Consider updating the CIP to move substandard roads up on the improvement list.
 - b. The updated Master Transportation Plan will be helpful with the future road improvements. Traffic Impact Fees will help with improvement to roads.
 - c. Commission would like an update from the CIP Department regarding the five year plan.
2. Activity Centers include a limit of 30% residential. The current requests are focused on residential right now. We need to avoid approving residential in the Activity Center first and be thoughtful about how the commercial development. The Activity Center needs to include better direction on the makeup of the center.
 - a. The water resolution is helpful with guidance on this section.
 - b. The temporary amendment to the Comprehensive Plan will be helpful.
3. The Employment Center is wrapping around the Palmera Ridge Subdivision. We need to make sure that there are compatibility standards for this type of development. How do new centers impact existing neighborhoods?
 - a. The Composite Zoning Ordinance was recently updated with regards to landscaping buffers between commercial and residential. Staff can look at new updates to alleviate concerns.
4. Traffic control seems to be an issue. People are driving too fast in the City. Why does it take so long to install traffic signals at intersections? How do we reduce speeding?
 - a. Commission would like an update from the Engineering Department regarding timing of installing traffic signals and how long it takes to complete studies.
5. Water availability is a major issue.
 - a. We should slow approvals of residential while we work on the water issues.
 - b. Commission would like an update from the Executive Director of Infrastructure regarding the timing of BCRUA improvements and the Sandy Creek Plant.



EXECUTIVE SUMMARY
02/16/2023

AGENDA SUBJECT:

Discuss the recommendations from BerryDunn on the review of the City's development process.

BACKGROUND:

BerryDunn was selected by the City Council to conduct an evaluation of the City of Leander's Development Process. This evaluation included:

1. Soliciting feedback from the development community
2. Review of the Development Services processes
3. Provide recommendation for improvements

The final report was provided to the City Council on October 20, 2022. This report included several recommendations. This agenda items provides the list of recommendations, the status, and the timeline for completion.

PRESENTER:

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

Attachments

1. Implementation of Berry Dunn Recommendations



DEVELOPMENT PROCESS REVIEW RECOMMENDATIONS

Berry Dunn completed a review of the City of Leander's Development Process. This review included several recommendations to improve the process. Below, please find the recommendations, their status, and a timeline for implementation.

Current Challenges and Opportunities for Improvement			
No.	Challenges	Opportunities	Status
1	The application submittal process involves several steps and is time consuming for applicants and staff. Applications go through two rounds of application completeness checks before being deemed complete and ready for the technical review phase. Once an applicant passes the initial completeness check, the applicant must submit for the second completeness round. During this round the application fee is also paid. If the application is deemed complete, staff begin the technical review phase to confirm the application meets all City requirements and the application is scheduled for a Commission meeting.	The City should consider streamlining the application submittal process. Combining the two application completeness checks into one completeness round would reduce the number of steps for applicants and staff. An applicant should be permitted to apply and pay the fee with one completeness round. If an application is deemed incomplete, comments should be provided to the applicant so that the application can be revised. If the application passes the completeness check, it should move forward to the technical review phase and be scheduled for a Commission meeting date.	Complete. The submittal process was revised with the launch of the Development Hub. The second completeness check was removed.
2	There is a limited window for application submittal. The application submittal period is 8 a.m. – noon every Tuesday. If an applicant misses the submittal window, they have to wait until the following Tuesday to submit the application, which causes the application to be rescheduled for a later Commission meeting. During focus group meetings, business partners also expressed concerns about the limited application submittal period.	The City should consider adding more flexibility in the application submittal timeframes. More flexibility in submitting applications could help improve the quality of submittals received. During the as-is diagramming process, staff discussed that applicants often rush to submit applications because of the limited submittal time frames. This has resulted in quality assurance issues such as incomplete applications and missing requirements on submittals. Development Services maintains yearly calendars that consist of application deadlines with corresponding Commission meeting dates. These calendars should be easily accessible on the City website for the public to view.	Complete. The submittal process was revised with the launch of the Development Hub. Applications and resubmittals may be submitted at any time. Submittal calendars have always been online.

Current Challenges and Opportunities for Improvement			
No.	Challenges	Opportunities	Status
3	The internal review process involves multiple programs across several departments and does not include a standard process for communication among reviewers. During the fact-finding meetings and as-is diagramming process, staff discussed challenges with having to access multiple programs to coordinate review comments between departments. This process can be cumbersome and time-consuming. A more efficient method should be explored to coordinate staff reviews.	The City should consider process improvements to streamline the development review process and make it more business-friendly. Bluebeam Studio can provide a centralized and easily accessible way for multiple staff members to review and comment on a single set of plans. It was noted during the as-is diagramming process that only some of the reviewers use Bluebeam Studio. The City reported that once EnerGov launches, all staff will have Bluebeam Studio licenses. This will be a significant improvement as it will place all plan reviewers on common software. Use of a common software will help to streamline the review process by allowing all reviewers to mark up the same set of plans concurrently. In addition, all reviewers would be able to see comments made by other reviewers and would be able to quickly address areas of discrepancy. Reviewing each other's comments can also provide learning opportunities for staff. Assuming that EnerGov will be implemented by end of 2022, appropriate training resources should be budgeted to help ensure that staff is properly trained to use Bluebeam Studio.	Complete. Bluebeam licenses have been acquired and staff is participating in training.
4	There are not adequate coordination meetings for departments involved in the development review process. During fact-finding, staff members said these meetings stopped occurring shortly before the COVID-19 outbreak. Staff members also mentioned that since the pandemic, departments have become more siloed and internal communication has diminished.	The City should reinstate coordination meetings to improve internal communication and information sharing during the review process. This will help to limit challenges in the development review process and improve staff coordination. Improving internal communication, will have a direct positive impact on external communication to customers and will increase transparency and predictability for business partners of the City. These meetings could also occur using virtual meeting platforms such as Microsoft 365 Teams or Zoom. Both platforms allow for plan reviews through screen-share.	Pending. The City is in the process of launching Teams. The launch of Teams is estimated to be completed by Spring of 2023.

Current Challenges and Opportunities for Improvement			
No.	Challenges	Opportunities	Status
5	COT applicants are often uninformed about the review process and frequently submit incomplete applications. Many COT applicants are small business owners who are not familiar with the technical requirements of a COT process. During the as-is diagramming process, staff communicated that pre-development meetings are not held for COT applications. It was also acknowledged that there is a need to educate applicants on the process. Applications may require multiple rounds of comments, often because applicants are unfamiliar or uninformed about building, fire, and zoning code requirements.	The City should consider integrating additional techniques into the COT process to offer applicants more education and guidance in the beginning, or before, the COT process. Development Services should consider partnering with the Economic Development Department and offer free workshops for small business owners where they can learn about City requirements, such as COT process. A COT toolkit should also be developed, which should include a step-by-step, business-friendly guide that educates business partners on the COT process. Development Services should also have pre-development meetings for COT applicants. During as-is diagramming and fact-finding, staff discussed interest in starting this process. Although this could increase the caseload for pre-development meetings, if applicants receive this guidance upfront, it would help to decrease the number of rounds of staff review and revisions that the COT applications currently go through as a result of applicants being uninformed about process requirements.	Pending. Staff is working on materials to share with customers. Once the materials are complete, we will work on a COT toolkit. The kickoff meeting for Camino has been held. This program will help guide the public through the application process. The update to the COT process will be completed in March and the toolkit should be completed in June.
6	The development review process involves the use of multiple systems which can be time consuming for staff and confusing for applicants. During the fact-finding meetings, staff discussed challenges with having to access multiple systems to review and collect staff comments on PICP projects. EnerGov offers a significant opportunity to help improve communication, organization, and clarity in the process for staff members and applicants.	The use of EnerGov will help to simplify development review processes for staff and applicants. EnerGov presents one centralized location where staff members and applicants will have greater accessibility and visibility to applications in the development review and inspection process. Engineering inspection is currently not part of the EnerGov rollout and including this function in EnerGov should be explored. This could improve coordination in the PICP process and other development processes.	Complete. The Development Hub has been launched and the Construction Inspectors have accounts so they can participate in the coordination of the PICP process.

Current Challenges and Opportunities for Improvement			
No.	Challenges	Opportunities	Status
7	It is difficult for applicants to find information and resources related to development review processes on the City website. Staff noted that the website could be more user-friendly and offer better access to information and resources needed in the development process. Centralizing information on the City website could help guide applicants through the land development process. By providing resources to applicants, applicants can be better prepared and more knowledgeable about the process, which can streamline the staff review process.	The City website should be used as a common, centralized place for the City's Development Services. There should be a centralized location on the City website where business partners can find the information, they need for different applications in the review process. In addition, the website should be user-friendly and easy to navigate. Development guides and checklists should be available for development review and inspection procedures. Each application should also have a corresponding checklist. The Development Hub featured on the Development Services' webpage should become the "one-stop shop" for the City's development review services. A link to the Development Hub could be provided under the "Business and Development" tab from the City's homepage on the website. Application checklists and guides for various departments could be centralized in one location through the Development Hub. Additionally, a public-facing GIS mapping service (including the City's zoning map, land use map, and special districts) that is accessible and user-friendly for the public would allow users to access property information necessary for preparing development and permit applications. Staff reported that GIS will become part of EnerGov.	Incomplete. The update to the website has been budgeted and the City has started the process to engage with a third party to start the update. The City is partnering with CivicPlus to upgrade and redesign its public website (www.leandertx.gov). The update of the website is estimated to be completed by Fall of 2023.
8	Business partners do not feel they are provided opportunities to share input on policy and regulatory changes. Changes to development review requirements can have a significant impact on project timelines and costs. Business partners indicated that they would like better communication from the City about pending policy changes as well as an opportunity to provide feedback prior to implementation.	The City should consider providing opportunities for business partners to provide input in policy and regulatory changes. Holding a developer's forum that meets bimonthly or quarterly would provide such an opportunity. This forum could be a vehicle to solicit input from the development community on regulatory and process changes before they are adopted. A developer's forum will also strengthen communication between the development community and the City.	Complete. The City has held the first Developer Forum in partnership with the Chamber of Commerce as part of the Real Estate Summit. Staff is also meeting the HBA and ACEA on a regular basis.

Current Challenges and Opportunities for Improvement			
No.	Challenges	Opportunities	Status
9	There is no standard process for internal communication during the development review process and staff are challenged to manage emails. During the fact-finding and as-is diagramming process, staff discussed a challenge of being inundated with emails. This impedes communication between divisions.	A more effective internal communication method should be explored, such as Microsoft 365. Microsoft 365 includes Microsoft Teams, which is an effective tool to communicate internally without having the communication get bogged down in emails. Staff members can communicate in real time without the delay of email responses. In addition, it provides a virtual meeting function, which could help with internal and external communication.	Pending. The City is in the process of launching Teams. The launch of Teams is estimated to be completed by Spring of 2023.
10	The review of revisions is not prioritized, resulting in a lengthy review process. Business partners had concerns regarding the length of time it takes to get through revision rounds in the development review process. Business partners expressed that after the first submittal round, it seems that they go to the end of the queue when they resubmit for second and third rounds.	Applicants who submit for subsequent submittal rounds should be prioritized in the application queue if their application shows progress and readiness from one review round to the next. As applicants progress through each round of review, the number of comments should decrease over the review cycle. Therefore, each round should require less review time. The City reported that they have a schedule that prescribes less review time for each submittal round. However, based off input from business partners, shorter review times for second and third submittal rounds may not be implemented uniformly across the divisions. When EnerGov launches, it will have the ability to apply performance metrics that are quantifiable through the EnerGov reporting mechanisms so that the City can monitor actual review times. In addition, to make the timing of the process more predictable for applicants, annual calendars for major development application types should be easily accessible on the City's website. Major development application types include subdivisions, site development plans, and zoning applications. The calendars should be easy to follow and modeled after Leander's zoning calendar, which clearly and succinctly displays application deadlines and corresponding Commission dates. .	Complete. Our process has always included a reduced review time for follow up reviews.

Current Challenges and Opportunities for Improvement			
No.	Challenges	Opportunities	Status
		During periods of peak application loads, if delays in development review process are anticipated that would waiver from the dates posted in the calendar, the Department should consider posting courtesy notifications of anticipated processing delays to the City website and/or in the Development Hub so that applicants can readjust their project schedules.	
11	Staff and business partners are concerned about the high turnover in the Engineering Department and how it is having an adverse effect on the development review process and customer service. During fact-finding meetings and the as-is diagramming process, the staffing issues in Engineering were discussed on multiple occurrences. This challenge was also discussed in meetings with business partners.	The City's compensation study, that is currently in progress, should be prioritized to help with retention and recruitment in the Engineering Department. Incentive methods of surrounding cities and towns in the region should be reviewed to see if there are opportunities for the City to be more competitive. The use of third-party reviewers should continue to be used and expanded, where necessary, to decrease the workload on existing staff, which can reduce the likelihood of burnout and turnover.	Complete. The Engineering Department is using third-party reviewers. A new City Engineer started at the end of 2022.
12	Business partners expressed a challenge in receiving timely response to emails and phone calls.	The City should consider including a standard response time for phone calls and emails in the customer service policy that is being developed. This will set reasonable expectations for customers. If a staff member cannot fully address the request in the time given, an initial response should be provided to confirm receipt of the request. If there are commonly asked questions, consider making the solutions/answers available on the City's Development Hub, where possible.	Pending. City management has already established broad customer service guidance for the organization. Development Services is working to define appropriate standards and metrics for phone and email inquiries that complement the City's current development review process and may also integrate with the new Development Hub platform.

Current Challenges and Opportunities for Improvement			
No.	Challenges	Opportunities	Status
13	The City currently defaults to the City of Austin's engineering standards with a few exceptions, which can be confusing to developers.	The City should consider consolidating and producing a standard set of requirements for the City that is easily accessible to business partners.	Pending. The Engineering Department will be responsible for creating a standard set of requirements for projects that will supplement the COA. These details will be updated through the year.
14	There are no master checklists of requirements for different types of inspections. The PICP closeout diagramming process revealed there is not currently a standard master list of requirements that the inspection staff can reference when completing inspections.	Master checklists for all inspection types should be developed. This could bring uniformity to the inspection process and make inspections more consistent and predictable for applicants. Master checklists also serve as a standard to reference when training new inspectors.	Complete. Checklists are already available to the public for the inspection and close out process.
15	The City is often challenged to manage staff workloads. During the PICP closeout diagramming process, staff also addressed challenges with staff workloads and staff shortages that make it difficult to participate in and complete inspections.	The City should consider opportunities to expand the use of third-party firms to help manage staff workloads. Use of third-party review and inspection companies could be used to lessen staff workloads and provide inspection services, which could expedite reviews for customers and staff members.	Complete. The Planning, Engineering, and Permits Departments all use third party reviewers as needed.