



REVISED AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 16, 2024
Briefing Workshop at 5:30 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle	Place 4 – Na'Cole Thompson
Place 1 – Kathryn Pantalione-Parker	Place 5 – Chris Czernek
Place 2 – Esme Mattke Longoria, Mayor Pro Tem	Place 6 – Becki Ross
Place 3 – David McDonald	City Manager – Todd Parton

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

BRIEFING WORKSHOP - CONVENE AT 5:30 PM

1. Open Meeting.
2. Roll Call.
3. Update on intersection improvements at Collaborative Way and Bagdad Road (CIP T.71), CR175 and Journey Parkway (CIP T.75), and San Gabriel Parkway Eastbound at U.S Highway 183 right-turn lane (CIP T.20).

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation, Presentation of the Colors by Leander High School JROTC and Pledges of Allegiance.
5. Roll Call.
6. Oath of Office Mayor, Councilmember Place 2 and Councilmember Place 4
[Immediately following the oaths of office there will be a brief reception]
7. Public comments on items not listed in the agenda.

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

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

8. Recognitions/Proclamations/Visitors.
 - Certificate of Recognition Leander High School JROTC
 - Juneteenth Proclamation
9. Staff Reports

- Capital Metropolitan Transportation Authority update on Leander Pickup service

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on May 2, 2024.
11. Approval of an Ordinance ordering and establishing procedures, and setting the date for a runoff election for Councilmember Place 6 race; providing for the approval of election judges and voting clerks; and providing for related matters.

Aprobación una Ordenanza que ordena y establece procedimientos, y fija la fecha para una elección de desempate para las carreras Concejal Lugar 6; disponer la aprobación de jueces electorales y secretarios electorales; y la provisión de asuntos relacionados.
12. Approval of an Ordinance regarding a request for a variance to allow the sale of alcoholic beverages to occur within three hundred (300') feet of a church, school, or hospital on one (1) parcel of land approximately 13.778 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; commonly addressed as 10880 East Crystal Falls Parkway, Leander, Williamson County, Texas
13. Approval of Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision No. 1 on nine (9) parcels of land approximately 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.
14. Approval of the extension of the application expiration for Subdivision Case FP-22-0036 Travisso Phase 4, Sections 9 and 10 Final Plat; more particularly described by Travis Central Appraisal District Parcel 353024, generally located south of the intersection of Sondrio Bend and Forenza Trace, Leander, Travis County, Texas.
15. Approval of a bid from 5 Star Civil for oversizing the waterline from an 8-inch to a 16-inch waterline according to the terms in the Leander Estates Subdivision Development Agreement in amount of \$146,079.34; and authorize the City Manager to execute any and all necessary documents.
16. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(g) for CX2 Construction Inc. in the hours of construction work for the South Brook Station Development to provide early morning concrete pours beginning at 1:00 a.m. at the site located at 144 South Brook Drive, between May 17, 2024, through June 17, 2024 (depending on weather conditions), and requiring the contractor to post notifications a minimum of forty-eight (48) hours in advance of the activities.
17. Approval of road closures for Old Town Street Festival event(s) to be held in Old Town District on June 1, 2024.
18. Acceptance of the Quarterly Investment Report for the period ending September 30, 2023.
19. Acceptance of the Quarterly Investment Report for the period ending December 31, 2023.
20. Acceptance of the Quarterly Investment Report for the period ending March 31, 2024.
21. Approval of a Resolution amending authorized representatives to the Texas Local Government Investment Pool, "TexPool/TexPool Prime", a public funds investment pool.

22. Approval of a Resolution amending the City of Leander's participation in TexSTAR, a Texas public funds investment pool.
23. Approval of a Resolution designating authorized representatives to act on the City's behalf within the scope of the City's Depository Agreement and other banking services with Frost Bank, and to include but not be limited to giving instructions to the Federal Reserve Bank, the Federal Home Loan Bank or The Bank of New York Trust Company, N.A. pursuant to the Security Agreement between the City of Leander and Frost Bank.
24. Approval of a Corporate Authorization Resolution with NexBank, McKinney, Texas designating the City Manager, Executive Finance Director, Assistant Finance Director, Accounting Manager, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open and or maintain account(s) with NexBank.
25. Approval of a Corporate Authorization Resolution with Texas Capital Bank designating the City Manager, Executive Finance Director, Assistant Finance Director, Accounting Manager, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open and or maintain account(s) with Texas Capital Bank.
26. Approval of a Corporate Authorization Resolution with East West Bank designating the City Manager, Executive Finance Director, Assistant Finance Director, Accounting Manager, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open and or maintain account(s) with East West Bank.

PUBLIC HEARING: ACTION

27. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas. *[Postponed by Applicant]*
28. Conduct a Public Hearing regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately 6 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-24-0113 as described above.
29. Conduct a Public Hearing regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a Mobile Food Establishment Park on one (1) parcel of land approximately 0.18 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-24-0107 as described above.

30. Conduct a Public Hearing regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-24-0112 as described above.
31. Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024A, in an aggregate principal amount not to exceed \$10,000,000.00, for the purposes of paying contractual obligations of the City to be incurred for (1) City-wide road, street, and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to San Gabriel Parkway; and (2) the payment of professional services and costs of issuance related thereto.
- Discuss and consider action regarding an ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024A; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said certificates (road, street and traffic signalization improvements).
32. Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024B, in an aggregate principal amount not to exceed \$23,500,000.00 for the purposes of paying contractual obligations of the City to be incurred for (1) City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline; and (2) the payment of professional services and costs of issuance related thereto.
- Discuss and consider action regarding an ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024B; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said Certificates (water and wastewater utility system improvements).
33. Conduct a Public Hearing regarding authorizing the issuance of General Obligation Refunding Bonds, Series 2024, in an aggregate principal amount not to exceed \$16,335,000.00 for the purposes of paying contractual obligations of the City to be incurred for 1) refunding certain obligations of the City for debt service savings; and (2) the payment of professional services and costs of issuance related thereto.
- Discuss and consider action regarding an ordinance authorizing the issuance of General Obligation Refunding Bonds, Series 2024; authorizing the refunding of certain outstanding obligations; levying a continuing direct annual ad valorem tax on all taxable property within the City to pay the interest on said bonds and to create a sinking fund for the redemption thereof and the assessment and collection of such taxes; authorizing the delivery of an escrow deposit agreement; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said bonds.

REGULAR AGENDA

34. Discuss and consider action on Solicitation CIPS24-007 to award EAR Telecommunications, LLC dba EARTC for Construction Services for Intersection Improvements; Option A: Collaborative Way and Bagdad Road (CIP T.71) in the amount of \$1,462,600.15, Option B: CR175 and Journey Parkway (CIP T.75) in the amount of \$460,901.05, and Option C: San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane (CIP T.20) in the amount of \$378,294.11 for a total contract amount of \$2,301,795.31; and authorize the City Manager to execute any and all necessary documents; and delegate authority to the City Manager to sign any change orders of less than \$50,000 and in a cumulative amount not to exceed twenty-five (25%) percent of the original contract amount.
35. Discuss and consider action on an Ordinance amending Article 13.09 Water Conservation and Drought Contingency Plan to enact amendments to make the plan consistent with the Lower Colorado River Authority's (LCRA) Drought Contingency Plan; providing for enforcement of the plan; establishing administrative and criminal penalties; providing for appeal of administrative penalties to a hearing officer; providing a severability, savings, effective date, and open meetings clauses; and providing for related matters.
36. Discuss and consider action on moving the June 6, 2024 regular council meeting.
37. 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.]*
38. Council Member Closing Statements.
39. 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 May 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Update on intersection improvements at Collaborative Way and Bagdad Road (CIP T.71), CR175 and Journey Parkway (CIP T.75), and San Gabriel Parkway Eastbound at U.S Highway 183 right-turn lane (CIP T.20).

BACKGROUND:

Staff will provide a brief summary of CIP projects T.20, T.71, and T.75, as well as related transportation studies, plans, and regional projects, to receive feedback from Council on transportation project planning.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments:

1. CIP Transportation Briefing



CIP Transportation Project Briefing

May 16, 2024

Emily Truman, City Engineer

Gina Ellison, Public Works Director

CIP Transportation Projects – T.20, T.71, T.75

REVIEW

San Gabriel Pkwy Southbound Right Turn at US 183
Improvements at Collaborative Way and Bagdad Road
Improvements at CR 175 and Journey Pkwy

DISCUSS

Project summary & funding
Options for operation
Why now?
What next?

CIP Transportation Projects – T.20, T.71, T.75

T.20 – San Gabriel Pkwy Southbound Right Turn at US 183

Intersection improvements for eastbound San Gabriel Pkwy traffic.
Dedicated EB to SB right-turn lane. Completion in 3-6 months.

\$378,295 Project Cost (from bid)

\$800,000 CIP Estimate

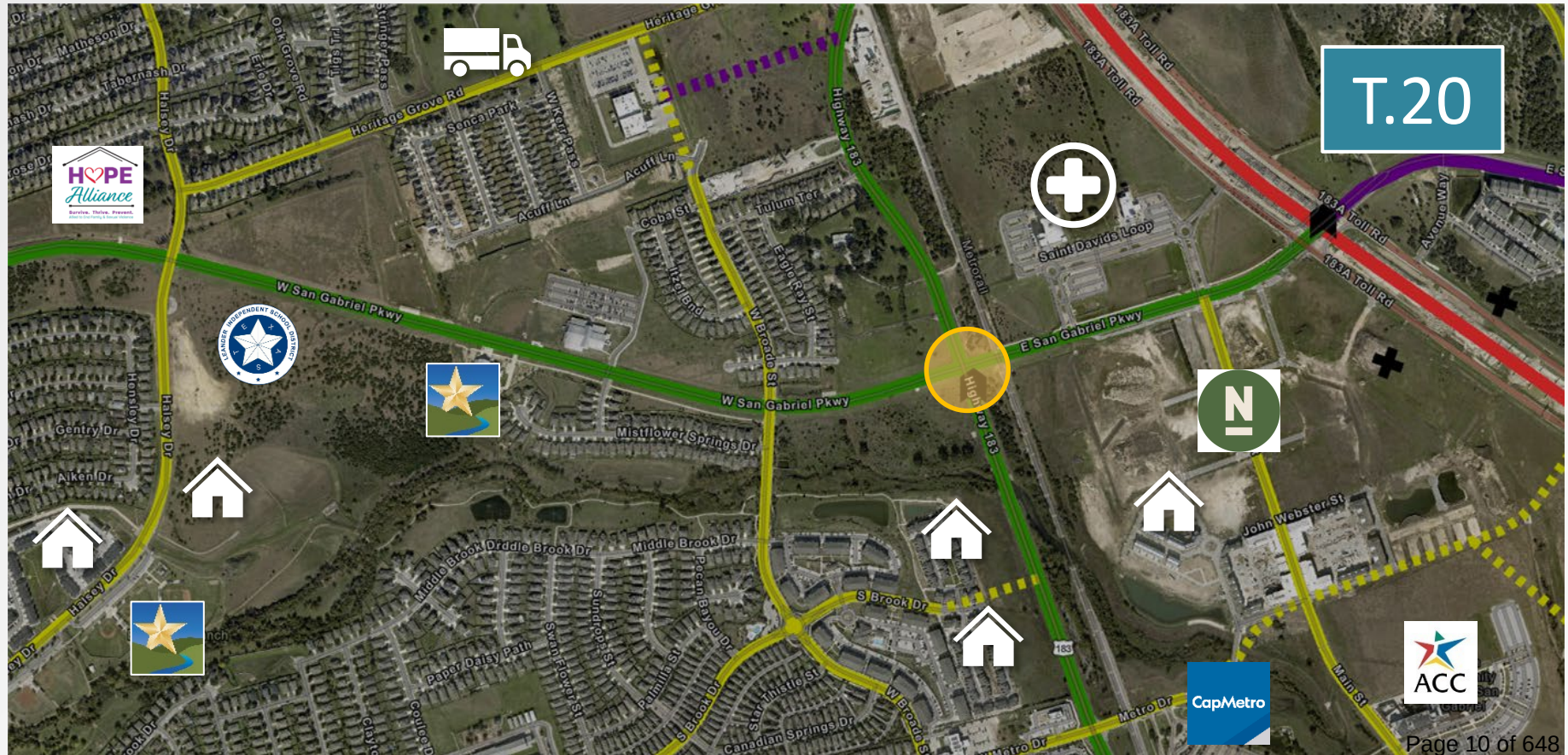
\$300,480 CapMetro TSI Fund

\$77,815 CapMetro BCT Fund

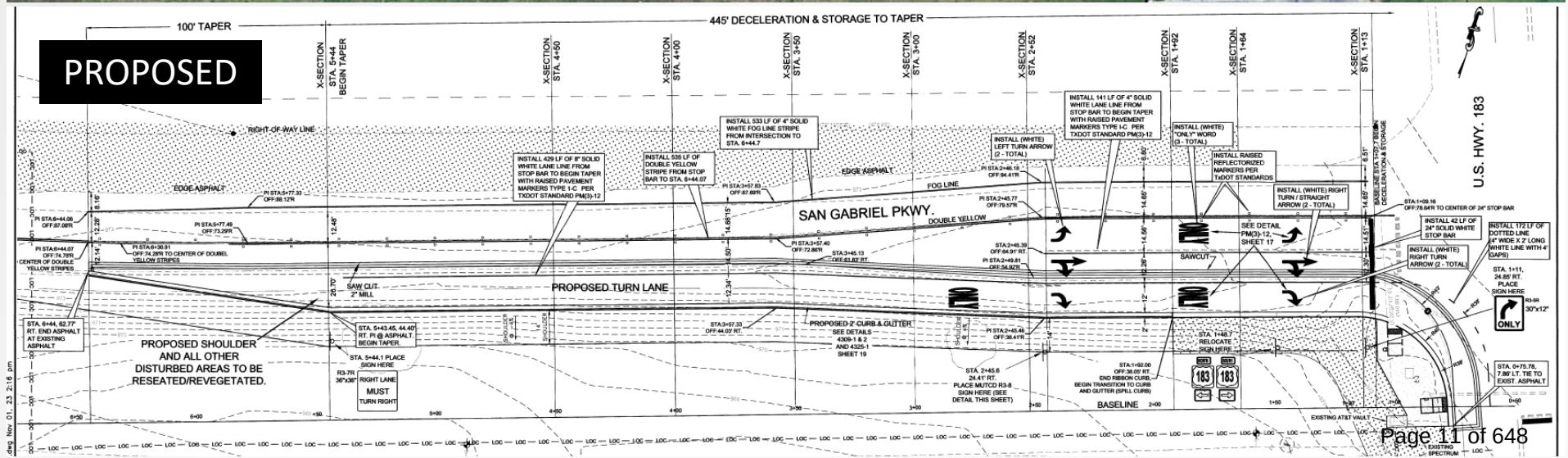
RESTRICTED

- **Dec 2018** Contract award for project design
- **May 2022** Resolution to seek CapMetro funding
- **Aug 2022** Contract award for project design update
- **Dec 2023** Solicitation for project construction
- **May 2024** Proposed construction contract award

CIP Transportation Projects – T.20, T.71, T.75



CURRENT



CIP Transportation Projects – T.20, T.71, T.75

T.71 – Improvements at Collaborative Way and Bagdad Road

Intersection improvements for Bagdad Road NB and SB traffic. Addition of SB left-turn lane and NB right-turn lane. Completion in 3-6 months.

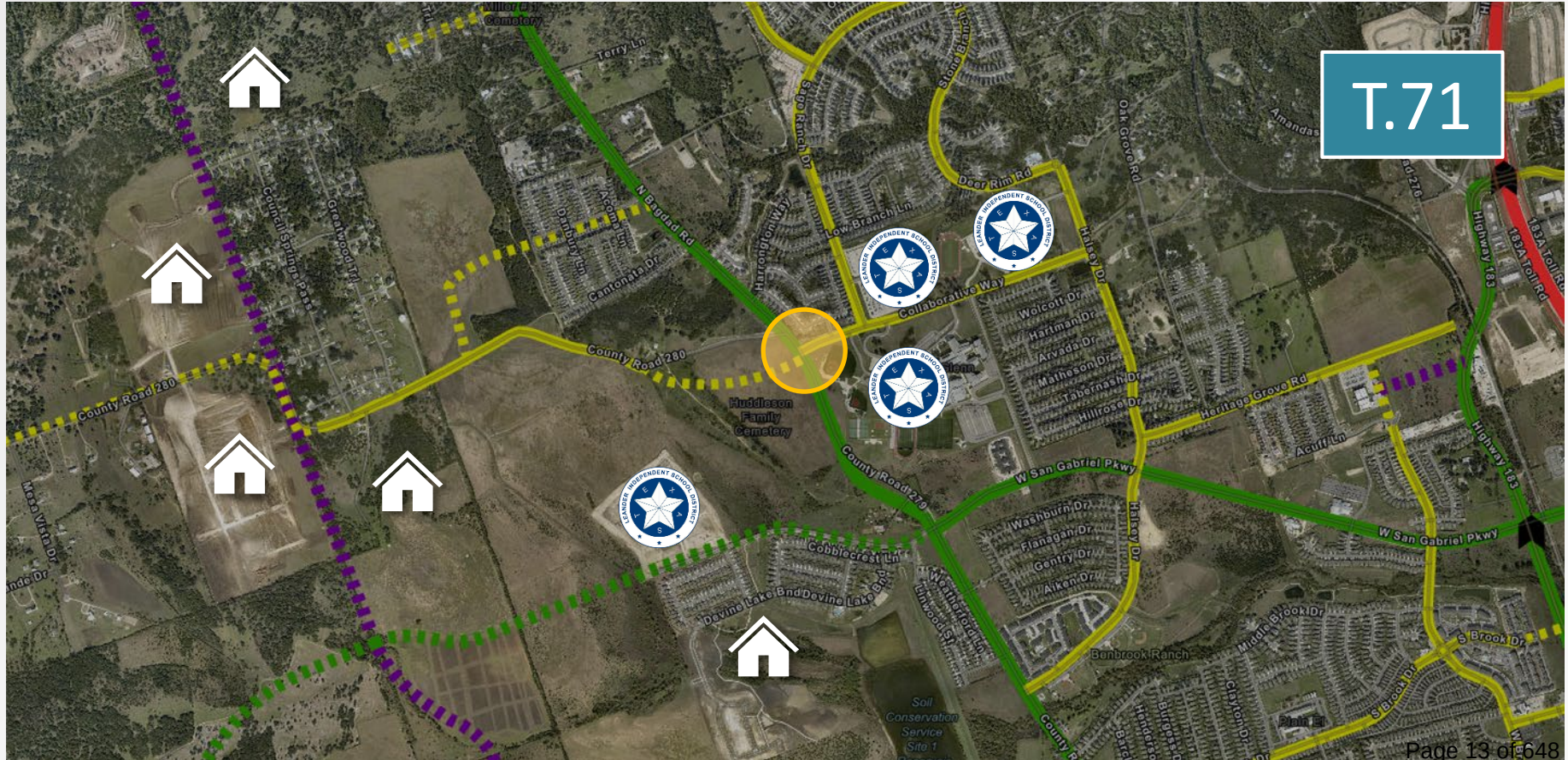
\$1,462,601 Project Cost (from bid)

\$1,400,000 CIP Estimate

\$1,462,601 Transp COs

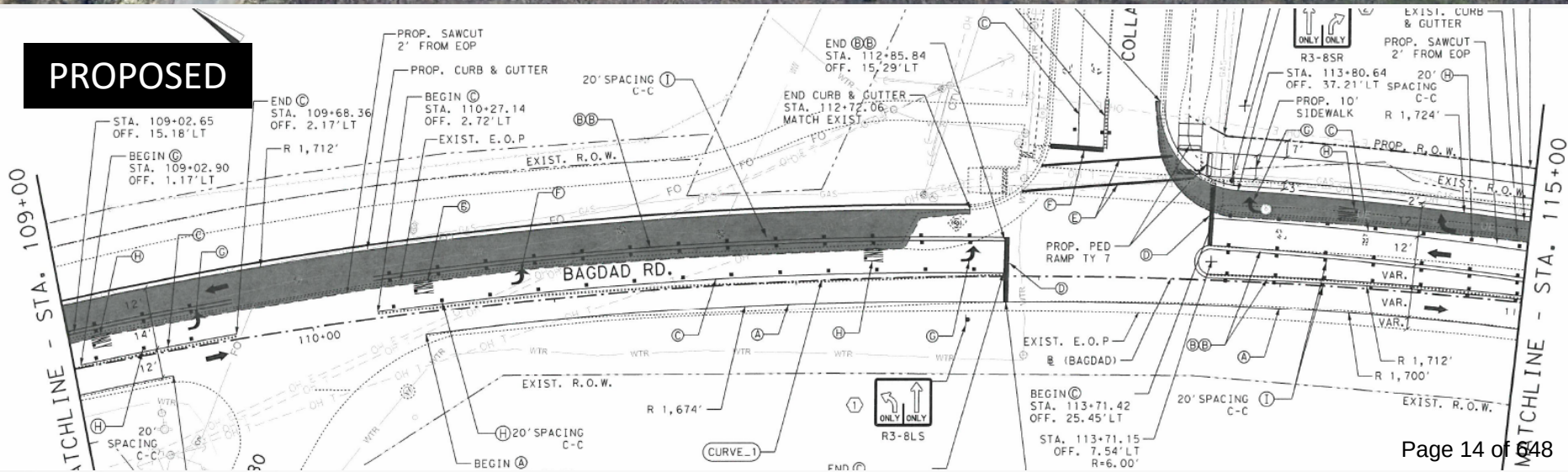
- **Sept 2021** Signal Warrant Analysis completed
- **Sept 2022** Contract award for project design
- **Sept 2023** Dedication of ROW
- **Dec 2023** Solicitation for project construction
- **May 2024** Proposed contract award

CIP Transportation Projects – T.20, T.71, T.75



CURRENT

PROPOSED



CIP Transportation Projects – T.20, T.71, T.75

T.75 – Improvements at Journey Pkwy & CR 175

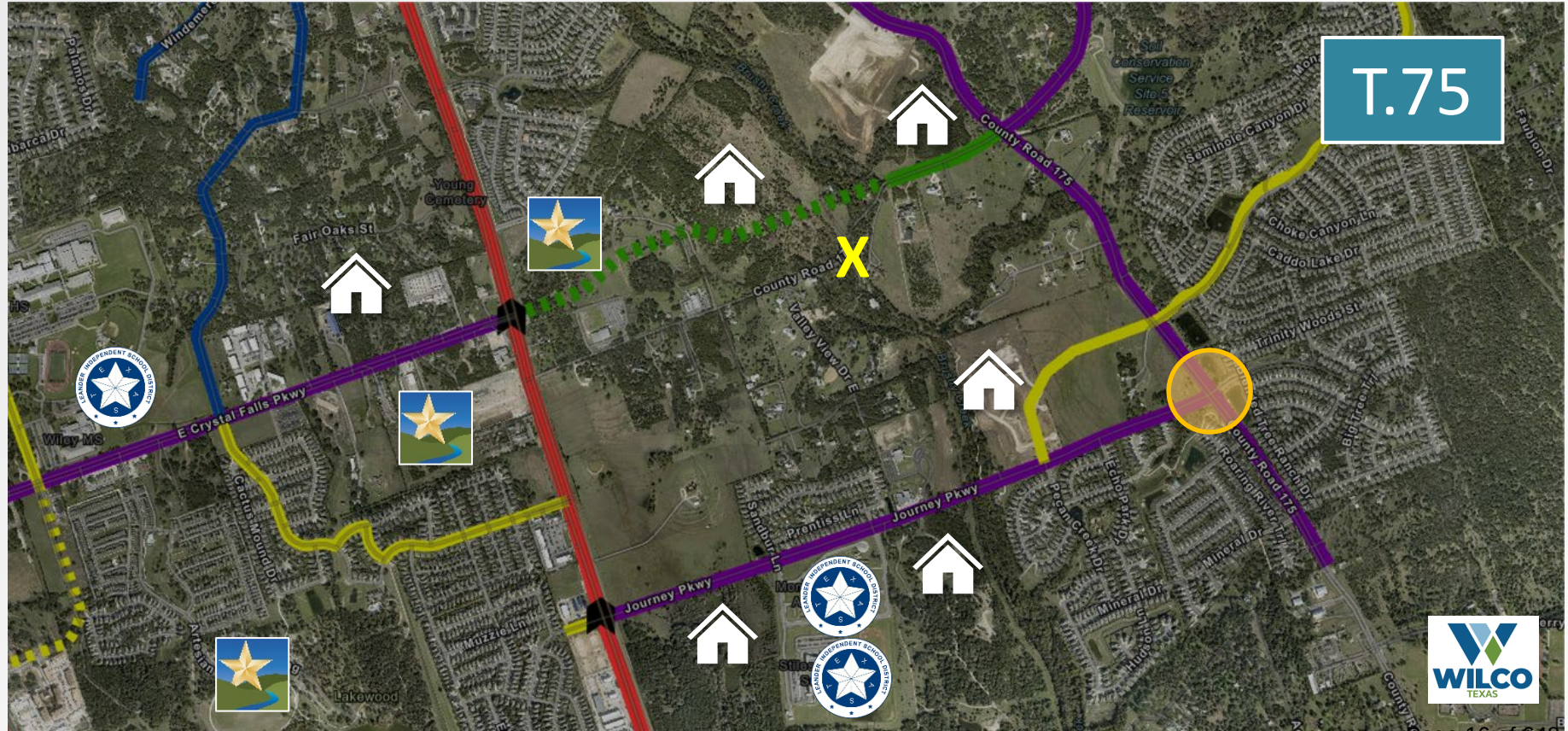
Intersection improvements to include installation of a traffic signal.
Completion in 3-6 months.

\$460,902 Project Cost (from bid)
(NA) CIP Estimate

\$460,902 GF Reserves

- **Apr 2022** Signal Warrant Analysis completed
- **Aug 2022** Contract award for project design
- **Dec 2023** Solicitation for project construction
- **May 2024** Proposed contract award

CIP Transportation Projects – T.20, T.71, T.75



CURRENT

PROPOSED

CIP Transportation Projects – T.20, T.71, T.75

Justifying Traffic Signals

Texas MUTCD (4C.01) Studies and Factors for Justifying Traffic Control Signals

An engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed . . . investigation shall include an analysis of applicable factors contained in the following traffic signal warrants:

- | | |
|--------------------------------|---------------------------------------|
| 1. Eight-Hour Vehicular Volume | 6. Coordinated Signal System |
| 2. Four-Hour Vehicular Volume | 7. Crash Experience |
| 3. Peak Hour | 8. Roadway Network |
| 4. Pedestrian Volume | 9. Intersection Near a Grade Crossing |
| 5. School Crossing | |

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

CIP Transportation Projects – T.20, T.71, T.75

T.71

3/9 Warrants
(2021)

Warrant	North Bagdad Road and Collaborative Way
Signal Warrant 1: Eight-Hour Vehicular Volume	Satisfied
Signal Warrant 2: Four-Hour Vehicular Volume	Satisfied
Signal Warrant 3: Peak Hour	Satisfied
Signal Warrant 4: Pedestrian Volume	Not Satisfied
Signal Warrant 5: School Crossing	Not Satisfied
Signal Warrant 6: Coordinated Signal System	Not Satisfied
Signal Warrant 7: Crash Experience	Not Satisfied
Signal Warrant 8: Roadway Network	Not Satisfied
Signal Warrant 9: Intersection Near a Grade Crossing	Not Applicable

T.75

4/9 Warrants
(2022)

Warrant	CR 175 at Journey Parkway and Heritage Woods Avenue
Signal Warrant 1: Eight-Hour Vehicular Volume	Satisfied
Signal Warrant 2: Four-Hour Vehicular Volume	Satisfied
Signal Warrant 3: Peak Hour	Satisfied
Signal Warrant 4: Pedestrian Volume	Not Satisfied
Signal Warrant 5: School Crossing	Not Satisfied
Signal Warrant 6: Coordinated Signal System	Not Satisfied
Signal Warrant 7: Crash Experience	Not Satisfied
Signal Warrant 8: Roadway Network	Satisfied
Signal Warrant 9: Intersection Near a Grade Crossing	Not Applicable

CIP Transportation Projects

Other signals installed since 2020

Sonny Dr at Bagdad Road

Ronald Reagan Blvd at Hero Way

Ronald Reagan Blvd at Kauffman Loop*

RM 2243 at Horizon Lake Blvd*

San Gabriel Pkwy at Main St*

**Developer funded*

Other improvement factors

New developments:

Residential, commercial, industrial, school

Traffic flow changes:

Signal retiming, corridor studies

Future land uses:

Transportation master plan, Impact fees

Funding opportunities:

ex. CapMetro, Horizon Lake, HEB

Related projects:

ex. Williamson County road bond program

City of Leander TRAFFIC SIGNAL RETIMING

SPRING 2023

THIS PROJECT
PAYS FOR
ITSELF
EVERY 33 DAYS IN
TRAFFIC DELAY
SAVINGS ALONE!

OVERVIEW

IN APRIL 2023, THE CITY OF LEANDER COMPLETED A LARGE TRAFFIC SIGNAL RETIMING PROJECT THROUGHOUT THE MAJORITY OF THE CITY.

The updated signal timings, designed and implemented by Kimley-Horn, improved the traffic signal operations at 17 signals in Leander. Most of these signals previously ran a single timing plan all day, every day. This project adjusted the schedules and timings for each intersection so they better matched changing traffic patterns throughout each day.

IMPROVEMENTS

- » Retimed 17 traffic signals
- » Developed signal timing standards citywide
- » New morning, midday, and evening peak traffic plans for each signal
- » New school plans at 7 intersections to improve arrival and dismissal traffic
- » New coordinated timings along Ronald Reagan Blvd
- » New coordinated timings along Bagdad Rd and Lakeline Blvd during evening peak traffic

BENEFITS

Improved traffic signal timing provides the following benefits throughout the city:

- » Decreased vehicular delay
- » Decreased pedestrian delay
- » Improved operations for school drop-off and pickup

AVERAGE TRAVEL TIMES ALONG THE RONALD REAGAN BLVD IMPROVED BY 9% IN THE PEAK DIRECTION DURING THE MORNING AND EVENING PEAK PERIOD.

The reductions in delay results in an annual benefit of \$915,000 for road users. This project pays for itself every 33 days through travel time savings along Ronald Reagan Blvd alone.

9%
AVERAGE TRAVEL
TIME IMPROVEMENT
ALONG RONALD
REAGAN BLVD

RETIMED SIGNALS

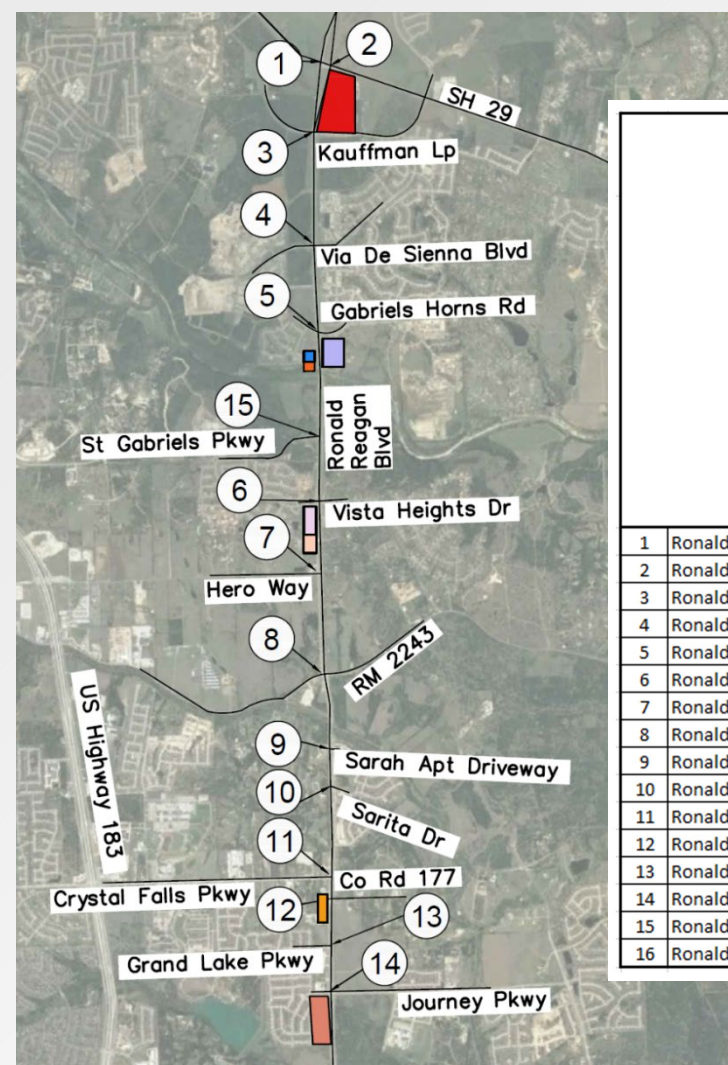


1. Bagdad Rd & Crystal Falls Pkwy
2. Bagdad Rd & Osage Dr
3. Lakeline & Crystal Falls Pkwy
4. Lakeline Blvd & Osage Dr
5. Crystal Falls Pkwy & Horizon Park Blvd
6. Crystal Falls Pkwy & Raider Way
7. Ronald Reagan Blvd & FM 2243
8. Ronald Reagan Blvd & Crystal Falls Pkwy
9. Ronald Reagan Blvd & Journey Pkwy/Republic Trails Blvd
10. Bagdad Rd & San Gabriel Pkwy
11. Bagdad Rd & Hero Way
12. Bagdad Rd & Vista Ridge Dr/ Municipal Dr
13. Hero Way & Lakeline Blvd
14. Hero Way & Broade St
15. Ronald Reagan & Hero Way
16. Ronald Reagan & Kauffman
17. Bagdad & Sonny

1. Bagdad Rd & Crystal Falls Pkwy
2. Bagdad Rd & Osage Dr
3. Lakeline & Crystal Falls Pkwy
4. Lakeline Blvd & Osage Dr
5. Crystal Falls Pkwy & Horizon Park Blvd
6. Crystal Falls Pkwy & Raider Way
7. Ronald Reagan Blvd & FM 2243
8. Ronald Reagan Blvd & Crystal Falls Pkwy
9. Ronald Reagan Blvd & Journey Pkwy/Republic Trails Blvd
10. Bagdad Rd & San Gabriel Pkwy
11. Bagdad Rd & Hero Way
12. Bagdad Rd & Vista Ridge Dr/ Municipal Dr
13. Hero Way & Lakeline Blvd
14. Hero Way & Broade St
15. Ronald Reagan & Hero Way
16. Ronald Reagan & Kauffman
17. Bagdad & Sonny



Kimley Horn
Expect More. Experience Better.



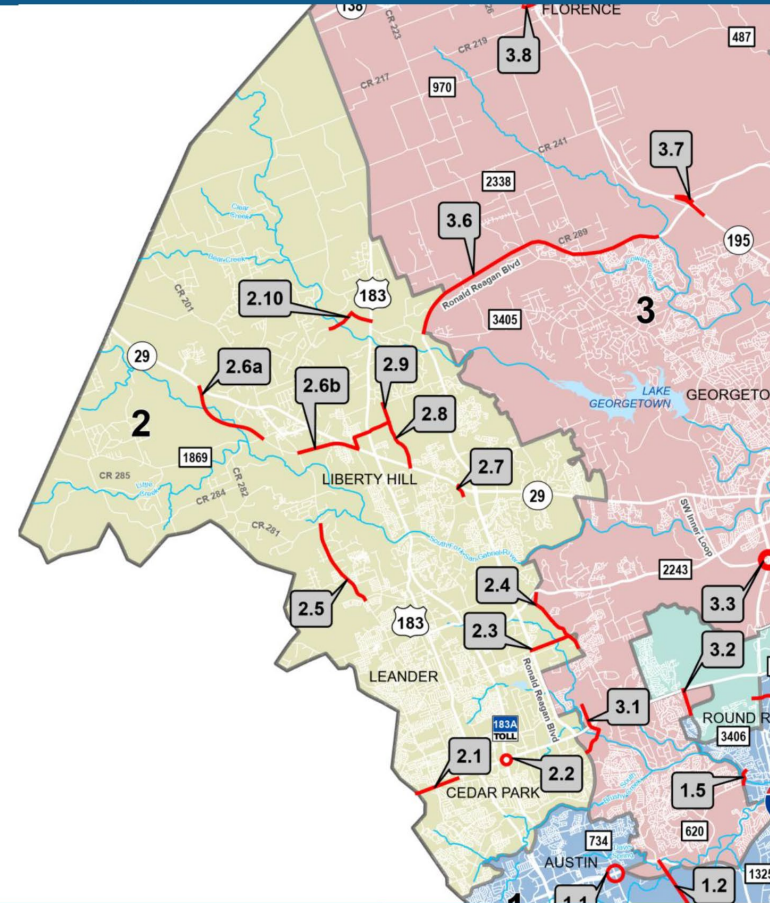
Intersection		Short Term Improvements (< 5 Years)									Mid Term Improvements (5-10 Years)			Long Term Improvements (>10 Years)						
		Signalize Intersection	Continuous Green-T	Decel-Lane	Reconfigure Pavement Markings	Slip Lanes	Dual- Left Turns	Guard Rail	Reduce Posted Speed Limit	Coordinate Signal Timing	Enforce Access Points	Signalize Intersection	Continuous Green-T	Dual-Left Turns	U-Turn Lanes	Overpass	SPUI	Median U-Turn/ Restricted Left Turns	Close Median Opening	Expand Roadway East
1	Ronald Reagan Blvd Southbound and SH 29																			
2	Ronald Reagan Blvd Northbound and SH 29																			
3	Ronald Reagan & Kauffman Loop																			
4	Ronald Reagan & Bar W Ranch Blvd/Via De Sienna Blvd																			
5	Ronald Reagan & Gabriels Horn Rd																			
6	Ronald Reagan & Palmera Ridge/Vista Heights Dr																			
7	Ronald Reagan & Hero Way																			
8	Ronald Reagan Blvd and RM 2243																			
9	Ronald Reagan & Sarah Apts Driveway																			
10	Ronald Reagan & Sarita Dr																			
11	Ronald Reagan Blvd and Crystal Falls Pkwy																			
12	Ronald Reagan & Co Rd 177																			
13	Ronald Reagan & Grand Lake Pkwy																			
14	Ronald Reagan Blvd and Republic Trails/Journey Pkwy																			
15	Ronald Reagan Blvd and San Gabriel Pkwy																			
16	Ronald Reagan Blvd Corridor																			

Williamson County 2023 Road Bond Program*

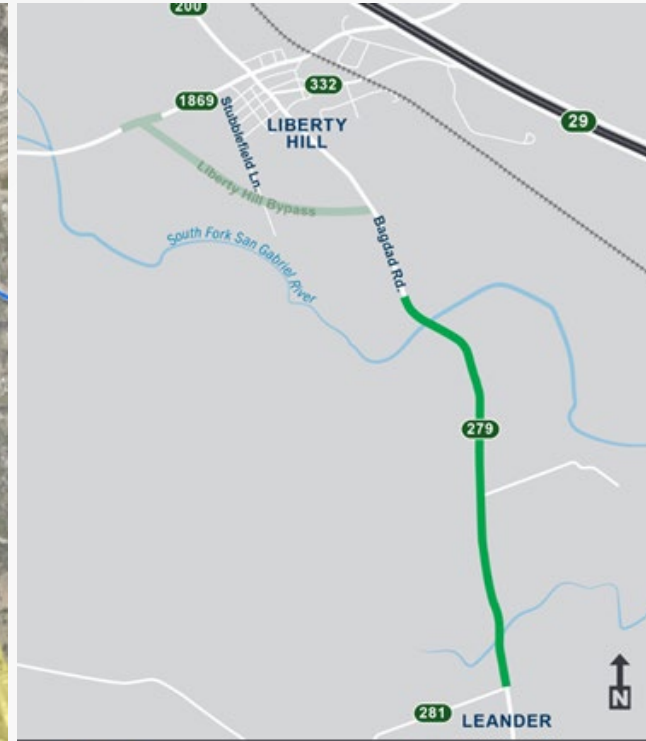
** Leander's local
funding portion
has not been
appropriated*

Projects in Precinct 2

- 2.1 Whitestone Boulevard
- 2.2 RM 1431 at 183A Intersection
- 2.3 Crystal Falls Parkway
- 2.4 CR 175
- 2.5 Bagdad Road
- 2.6a/b Liberty Hill Bypass
- 2.7 Kauffman Loop
- 2.8 Seward Junction Loop
- 2.9 CR 258
- 2.10 CR 214
- 3.6 Ronald Reagan Boulevard Widening



2.23	CRYSTAL FALLS PKWY EXTENSION	RONALD REAGAN BOULEVARD	CR 175	NEW 4-LANE ROADWAY	CITY OF LEANDER (1 OF 3)	ENV/PLANNING, DESIGN, ROW	\$7.5M		\$2.5M ADDITIONAL LOCAL FUNDING (MODIFIED)
2.3 P342	BAGDAD ROAD/CR 279 SOUTH	NORTH OF SAN GABRIEL PARKWAY	CR 281/LEANDER CITY LIMITS	CONSTRUCT 3 LANES OF FUTURE 6 LANE ROADWAY	CITY OF LEANDER (2 OF 3)	DESIGN, ROW, UTILITIES CONSTRUCTION	\$14.0M		\$11.4M ADDITIONAL LOCAL FUNDING (MODIFIED)



**CR 279/BAGDAD ROAD
PROJECT**

LEGEND
 Project Corridor

LEANDER

TRANSPORTATION

MASTER PLAN

Table 4-3 Refined Project List

Project Letter	Thoroughfare Plan Class	Project Name	Project Type	Limits		Length (ft)	Project Cost
				From:	To:		
N	Arterial 4 Lane	San Gabriel Pkwy	Widen to 4 lanes	Bagdad Rd	US 183A	10,102	\$18,800,000
C	Arterial 4 Lane	RM 2243	Corridor Study Only	US 183	Eastern ETJ Edge	18,456	\$500,000
F	Residential Collector	West Crystal Falls Pkwy	Turn Lanes & Median Modifications	Cantina Sky	Western Elementary Drwy	2,219	\$500,000
Z	Non-Residential Collector	Heritage Grove	Widen Substandard Street	Eastern Terminus	Western Terminus	2,961	\$3,800,000
K	Non-Residential Collector	West Dr	Widen Substandard Street	South St	South of Leander Middle School	2,822	\$3,500,000
E	Arterial 4 Lane	Journey Pkwy	Widen to 4 lanes	Ronald Reagan Blvd	CR 175	7,507	\$16,600,000
G	Residential Collector	Osage Dr	Turn Lanes & Median Modifications	Western Terminus	Bagdad Rd	13,194	\$500,000
D	Arterial 4 Lane	South St (RM 2243)	Widen - Center Turn Lane	US 183	Eastern ETJ Edge	18,456	\$14,500,000
R	Non-Residential Collector	Raider Way	New Collector	Torre St	RM 2243	1,324	\$4,700,000
B	Arterial 6 Lane	US 183	Corridor Study Only	Northern ETJ Edge	Southern ETJ Edge	46,865	\$500,000
L	Non-Residential Collector	South St	Widen Substandard Street	West Dr	US 183	1,012	\$1,400,000
AA	Residential Collector	Horizon Park Blvd	Widen Substandard Street	Crystal Falls Pkwy	RM 2243	8,105	\$9,000,000
V	Non-Residential Collector	Leander Dr	Widen Substandard Street	Hazelwood St	Crystal Falls Pkwy	4,654	\$5,800,000
H	Non-Residential Collector	Collaborative Way	New Collector	Halsey Dr	Heritage Grove Dr	4,523	\$6,300,000
A	Arterial 6 Lane	Bagdad Rd	Corridor Study Only	Northern ETJ Edge	Southern ETJ Edge	38,883	\$500,000
I	Arterial 4 Lane	East Crystal Falls Pkwy	New 4-Lane Arterial	Ronald Reagan Blvd	CR 175	6,130	\$18,700,000
P	Residential Collector	Extension to Gabriel	New Collector	Bryson Ridge Trail	Christopher Ln	3,045	\$3,500,000
Q	Non-Residential Collector	CR 270	Widen Substandard Street	US 183A	Hero Way	16,207	\$26,900,000
J	Arterial 4 Lane	CR 175	Widen to 4 lanes	RM 2243	Parkside Parkway	12,429	\$23,100,000
S	Non-Residential Collector	North Raider Way	New Collector	RM 2243	San Gabriel Pkwy	6,989	\$9,800,000
O	Arterial 4 Lane	Nameless Rd	Widen to 4 lanes	Nameless Ranch Rd	RM 1431	8,081	\$19,900,000
X	1/2 4-Lane Arterial	Kauffman Loop	New 2-Lane Arterial	Western Terminus	SH 29	881	\$1,400,000
Y	Arterial 4 Lane	West San Gabriel Pkwy	New 4-Lane Arterial	Bagdad Rd	Hero Way West	13,703	\$34,400,000
U	Residential Collector	CR 280	New Collector	Western Terminus	Nameless Rd	12,223	\$15,400,000
M	1/2 4-Lane Arterial	Lakeline Blvd	Widen to 4 lanes	Hero Way West	Stinnett Dr	7,104	\$9,700,000
T	Arterial 4 Lane	North Lakeline Blvd	New 4-Lane Arterial	Hero Way West	CR 281	19,447	\$48,200,000
W	Residential Collector	Woodview Dr	New Collector	Eastern Terminus	US 183A	976	\$2,100,000

U

Residential Collector

CR 280

Intersections Allowance	\$10,000,000
Restriping Allowance	\$2,500,000
Transportation Technology Allowance	\$2,000,000
Sidewalk Allowance	\$5,000,000

TOTAL \$99,500,000

LEANDER

TRANSPORTATION

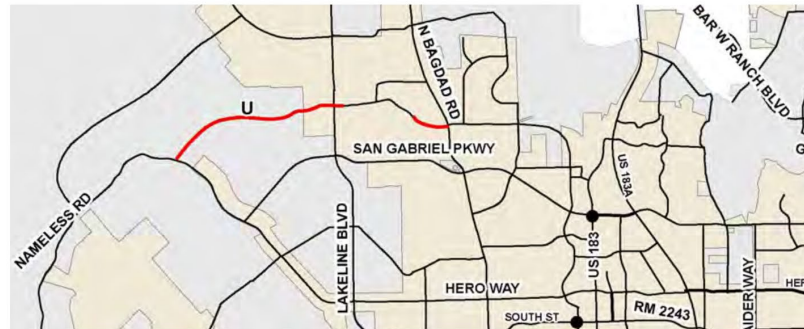
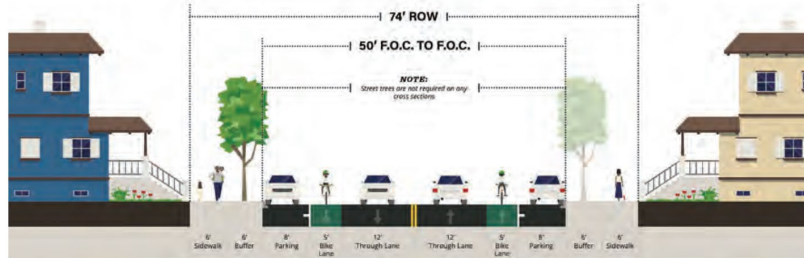
MASTER PLAN



PROJECT U - CR 280

Project Information	Description
Name: CR 280	This project consists of constructing a new two-lane undivided collector and realigning a portion of CR 280 just west of Bagdad Rd.
Limits: Western Terminus to Nameless Rd	
Functional Class: Residential Collector	
Length (lf): 12,223	

RESIDENTIAL COLLECTOR



Project Cost Summary	
Roadway Infrastructure Cost:	\$7,836,000
Construction Contingency (15%):	\$1,175,000
Mobilization (10%):	\$784,000
Prep ROW (4%):	\$313,000
Construction Cost Subtotal:	\$10,200,000
Engineering / Survey / Testing:	\$2,142,000
ROW / Easement Acquisition:	\$3,060,000
Project Cost TOTAL:	\$15,400,000

NOTE: The planning level cost projections listed in this appendix have been developed for project cost calculations only.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

CIP Transportation Projects

Next steps short-term < 90 days

- Consider funding construction of T.20, T.71, T.75
- Finalize FY 2025 CIP transportation projects and funding

Next steps long-term > 90 days

- Identify a comprehensive method for prioritizing traffic and/or intersection improvements



QUESTIONS?



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Staff Reports

- Capital Metropolitan Transportation Authority update on Leander Pickup service

BACKGROUND:

CapMetro is proposing to expand the Leander Pickup service area by 0.64 square miles in 2024 to serve an additional 4,000 residents near Randalls grocery, Crystal Falls Crossing, Lakeline Apartments, DaVita Dialysis, and surrounding properties. Community outreach is anticipated to begin in May, and consideration by the CapMetro Board of Directors is expected in June. If approved, CapMetro Pickup service to the new area could begin in August.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Mike Neu, Chief of Staff

Fiscal Impact

Attachments:

1. CapMetro Staff Report 2024-05-16



Pickup Leander

August 2024 Proposed Service Change Amendment

May 16, 2024

City Council Meeting | City of Leander, Texas

Current Service

Overview, Performance Metrics & Heat Map

Pickup Leander – Overview

Background:

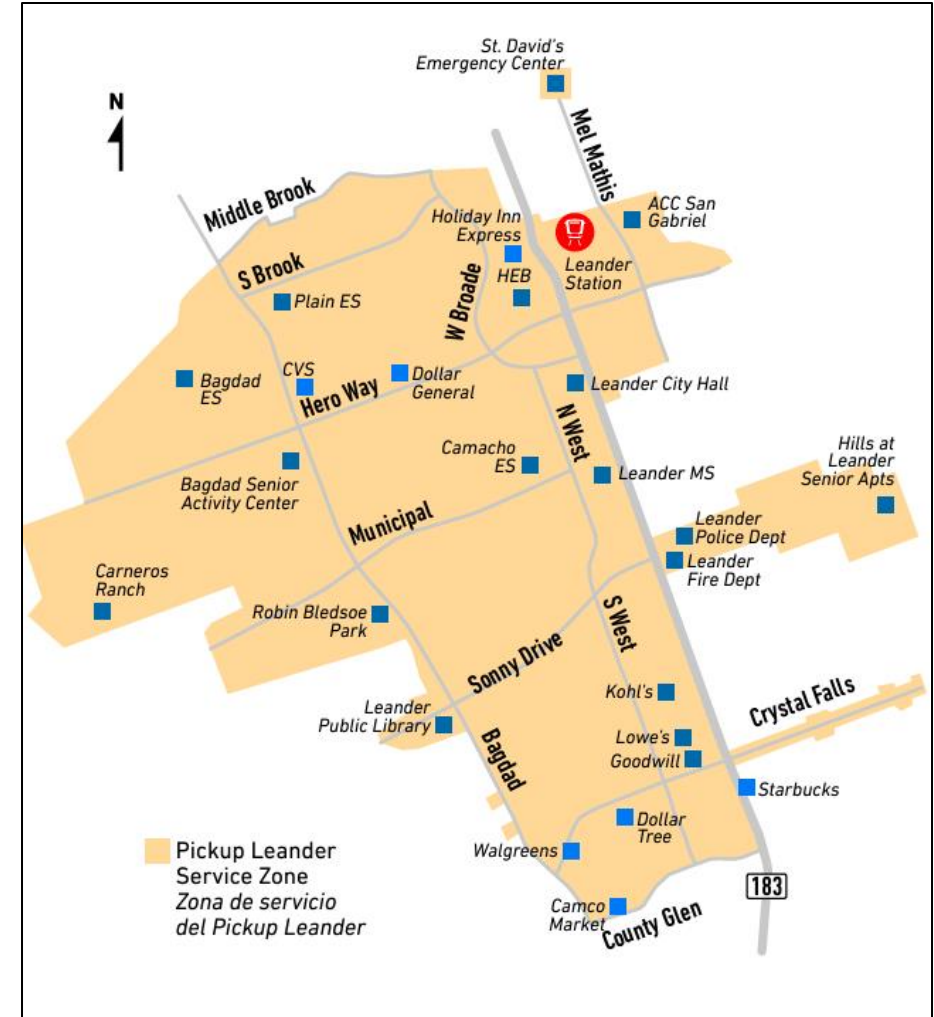
- Launched December 2019
- Hours of Operation
 - Monday-Friday, 6 a.m. – 7 p.m.
 - Saturday, 10 a.m. – 6 p.m.
- 10 vehicles – 2 vehicles added January 2024

Features:

- On-demand
- Localized neighborhood transit within zone
- Real-time trip requests via Pickup App
- Fully accessible shared rides
- \$1.25/trip (kids under 18 ride free!)

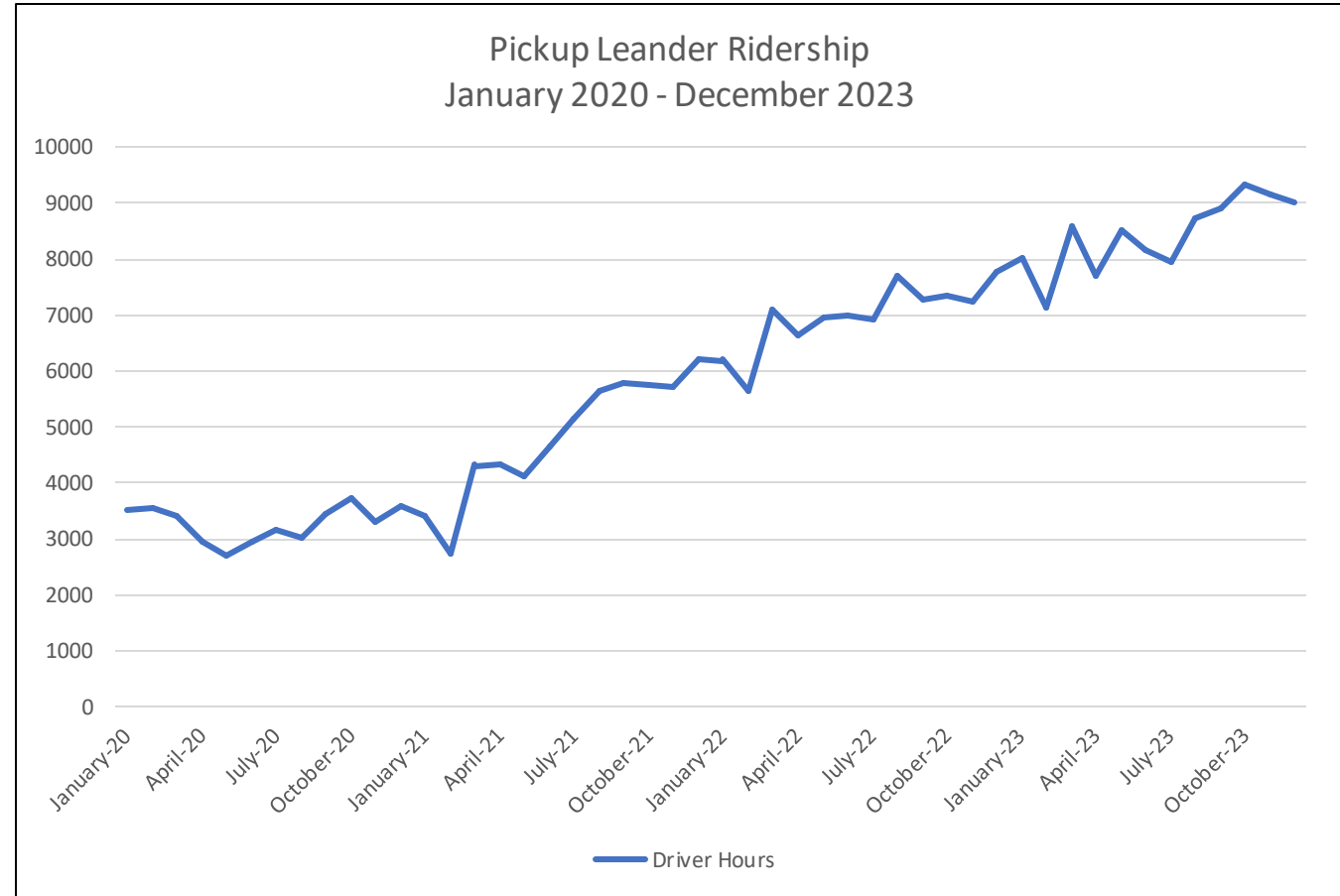
Benefits:

- Right-sized transit option
- Increases access, mobility and transportation independence within the context of neighborhoods
- Extends the reach of CapMetro Services and fills gaps in transit network



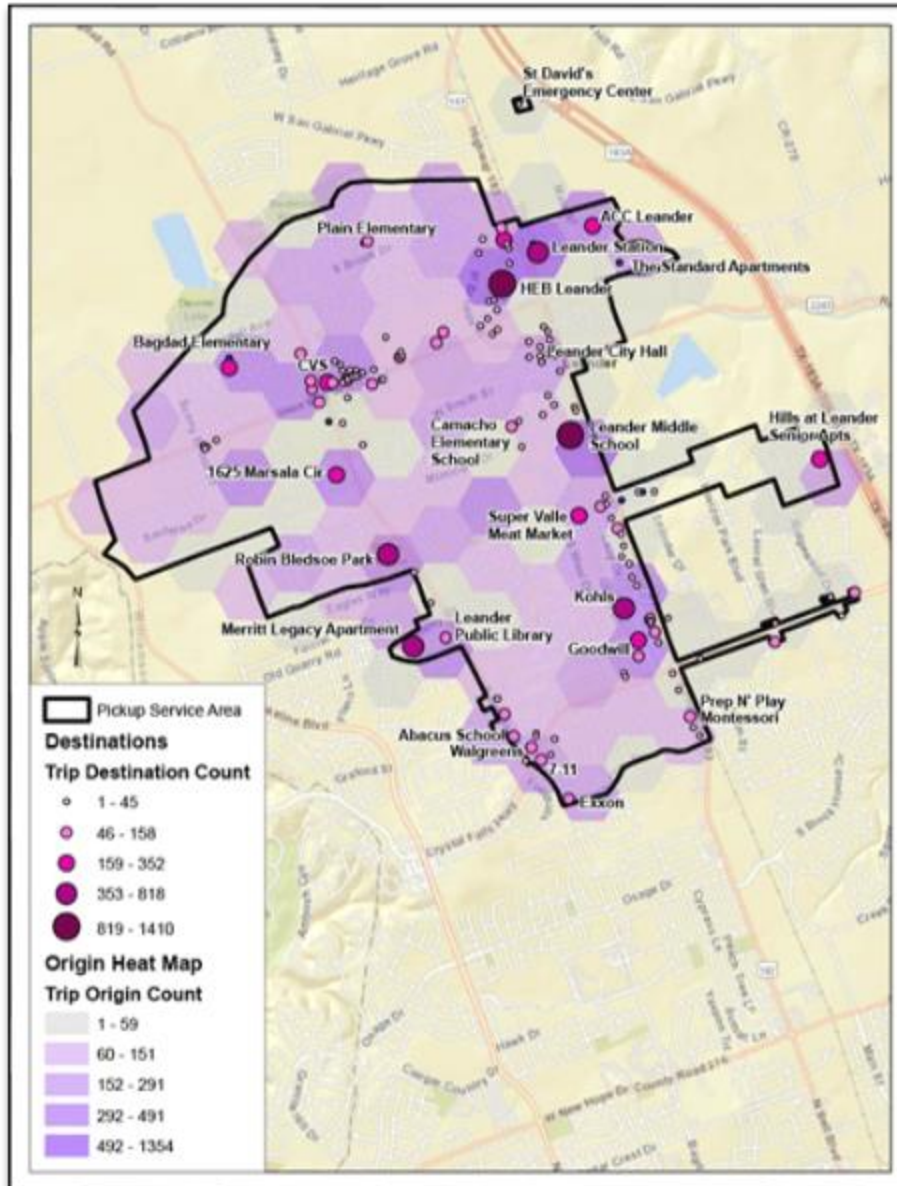
Pickup Leander – Performance Metrics

- Ridership trends:
 - 92% increase in 2021
 - 152% increase in 2022
 - 83% increase in 2023
- 788% increase from 2020 to 2023
- Leander customer rating in April 2024: 4.87 out of 5



March 2024 Pickup Performance Metrics	
Ridership 5,705	Customers/Hour 4.10
On-Time Performance (OTP) 68.2%	Average Response Time 15 m

Pickup Leander – Heat Map



Top Destinations (February 1 – April 30, 2024)	
Trip Count	Destination
1410	Leander HEB
1292	Leander Middle School
818	Leander Station
542	Merritt Legacy Apartment
532	Kohl's
516	Robin Bledsoe Park
352	ACC Leander
324	Bagdad Elementary School
233	Super Valle Meat Market
220	1625 Marsala Circle

Image includes top origin and popular destinations utilized within the current Leander zone.



Future Service Planning Considerations

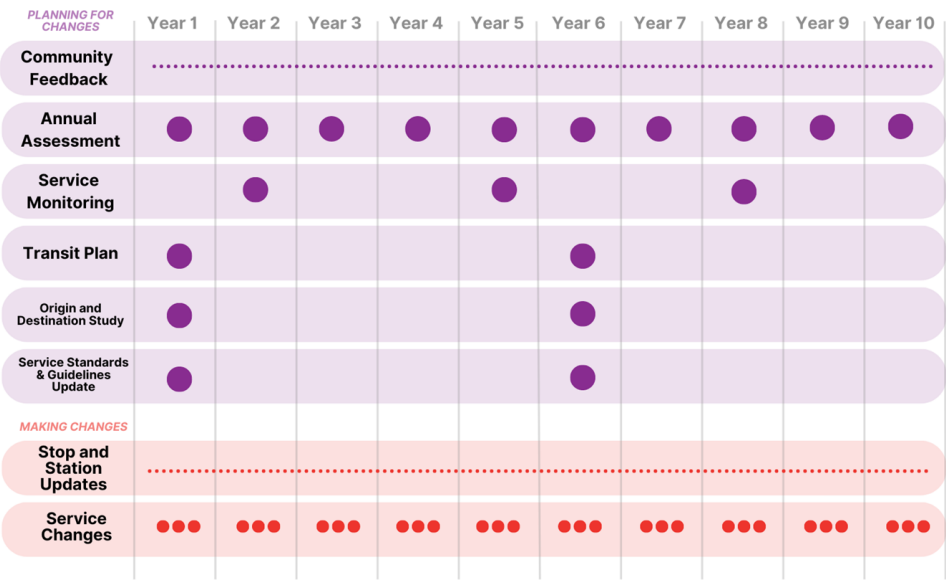
Service Changes, Zone Boundary Expansions, Recommendations & Next Steps

Service Changes

What is a service change?

Implementation of an update to transit service.

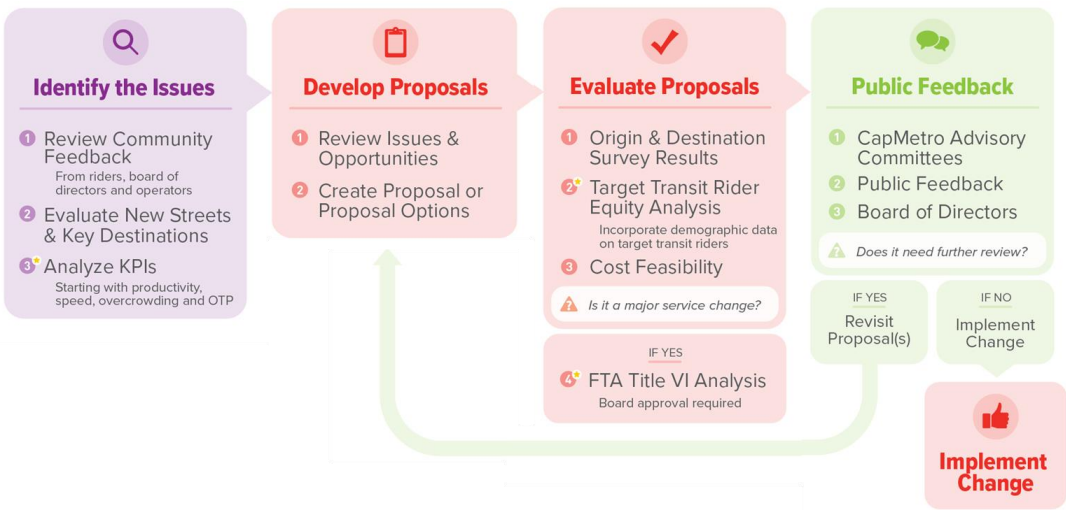
When does CapMetro decide to make a change?



When does CapMetro make changes?

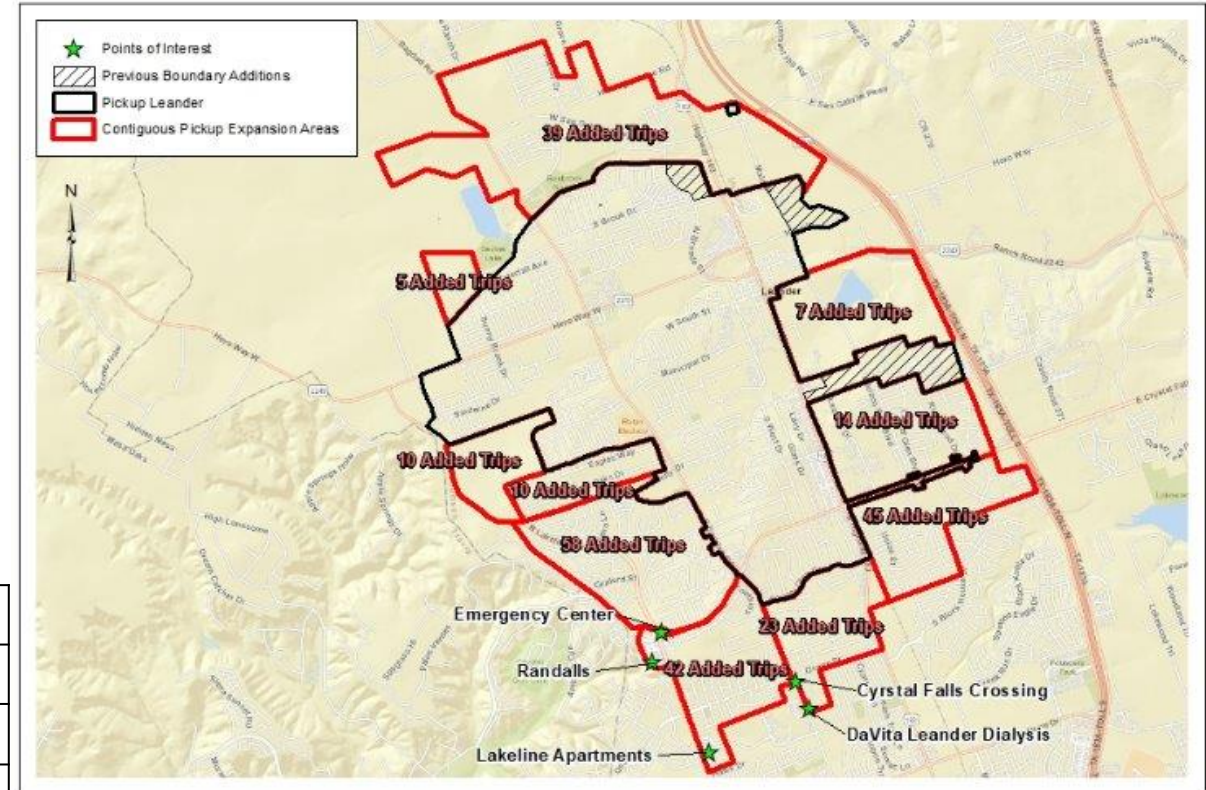


How is a service change proposal developed?



Zone Boundary Expansion – Potential Expansion Candidates

- Defined ten areas contiguous to the current zone
 - Increase of 6 square miles
 - Estimated additional 24,837 residents served
- Projected trip demand from each defined area
- Existing Leander vehicle resources can provide up to 60 additional trips per day
- Assessed Pickup Community Characteristics in each area



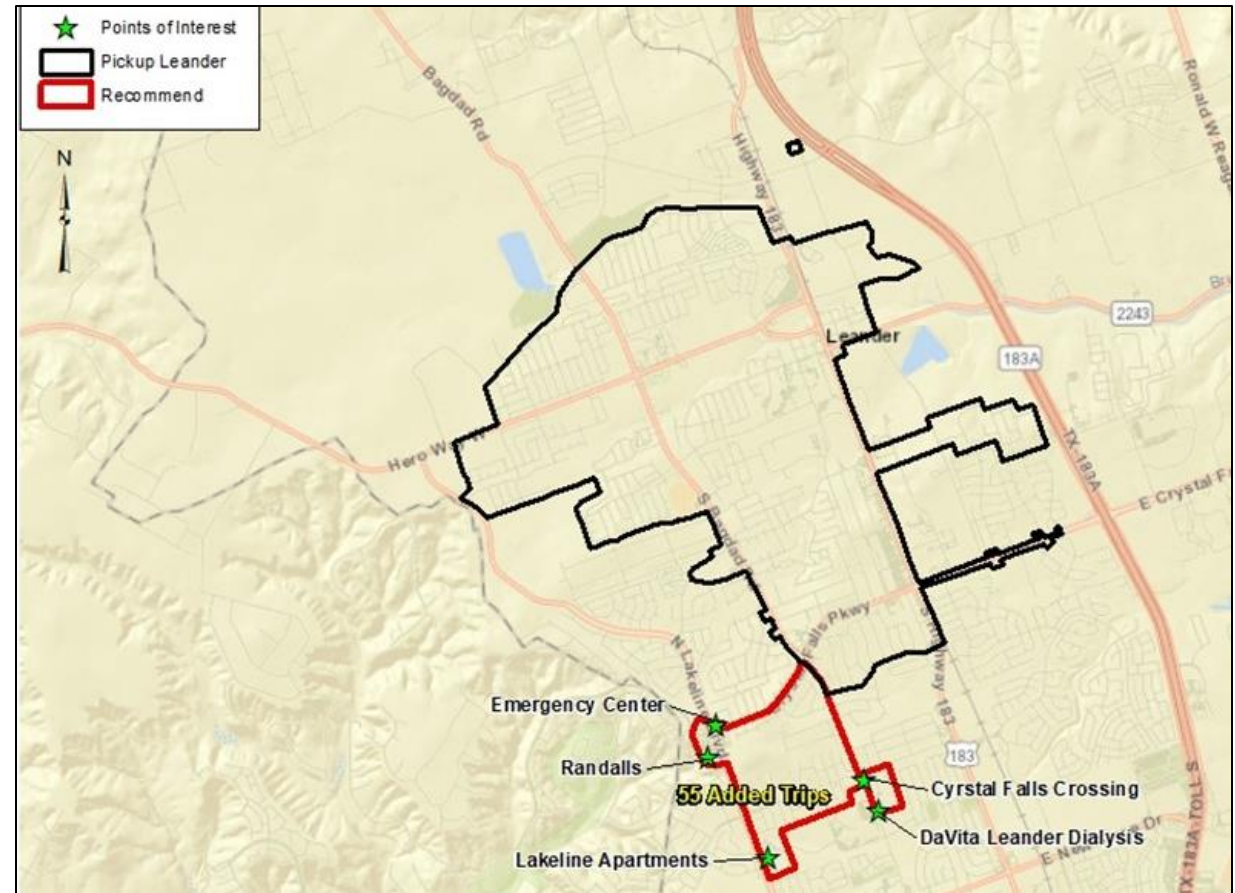
Customer Comment Report (CCR)

Request	Date
Add Randalls to Pickup Zone	November 2020
Add shopping at Lakeline & Crystal Falls to Pickup Zone	May 2022
Add White Stallion Way to Pickup Zone	June 2022
Add Lakeline Apts to Pickup Zone	April 2023
Add Lakeline Apts, Doctor, Randalls to Pickup Zone	December 2023
Add Randalls to Pickup Zone	February 2024

Zone Boundary Expansion – Recommended Expansion

(as part of August 2024 Service Changes)

- Expand zone to include two merged sections of the defined areas contiguous to existing zone boundary (*resource neutral*)
- 0.64 square miles of additional coverage
- Estimated 3,977 additional residents served
- 55 additional trips per day
- Key Destinations
 - Emergency Center
 - Randall's
 - Lakeline Apartments
 - Crystal Falls Crossing
 - DaVita Dialysis
- 5th expansion since zone's inception (Dec. 2019)



Recommendations & Next Steps

- **May:**
 - Leander City Council Staff Report Update (May 16th)
 - Formalize proposal materials and initiate community engagement and outreach
 - Submit public hearing materials (May 21st) as part of a proposed amendment to already approved August 2024 service changes
 - Continue ongoing Pickup Leander service promotion and marketing
- **June:**
 - Public hearing held at CapMetro Board committee meetings (June 12th)
 - CapMetro Board action on August Service Changes amendment at regular scheduled meeting (June 24th)
- **August:**
 - Pickup Leander initial service expansion effective Sunday, August 18th
- **Remainder of FY 2024:**
 - Review service standards and guidelines for Pickup service
 - Engage Leander stakeholders through CapMetro's long range Transit Plan 2035
 - Host Pickup planning workshop with City of Leander

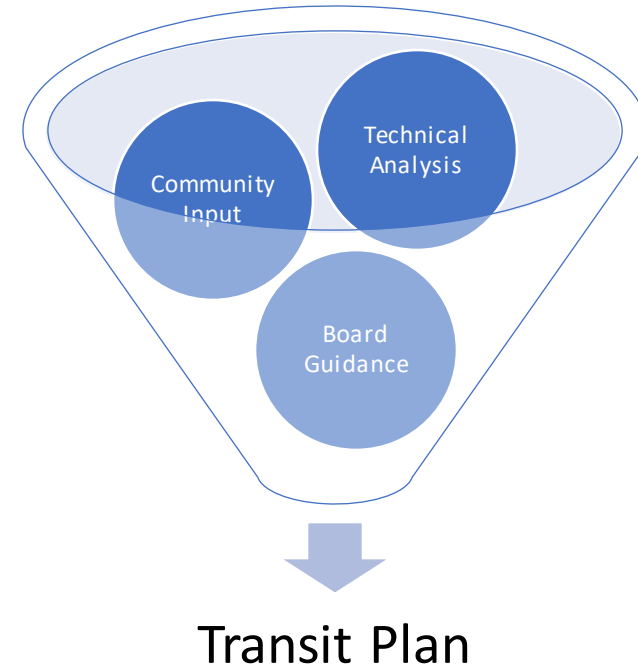
Community Engagement & Outreach

- Engagement and outreach will be conducted through the following methods:
 - Strategically placed signage, flyers, and notices throughout the Leander Pickup service zone
 - Service change webpage
 - Mailed postcards
 - Alerts via CapMetro mobile app
 - Social media channels
 - Stakeholder engagement (Leander City Council, City of Leander staff, Leander ISD, Leander Chamber of Commerce & Visitors Center, etc.)
 - Key outreach opportunity event: Leander Old Town Fest
 - Public hearing and associated hearing notice
 - Operator communication



CapMetro Transit Plan 2035

“A transit plan study outlines strategic improvements to a region’s **transit network**, aiming to enhance **connectivity**, **efficiency**, and **accessibility** for all users.



Multi-step process:

- Analyze services within service area
- Identify changes in service needs including through significant community engagement
- Make appropriate updates in new service plan

Last service plan was in 2015 (Connections 2025)

- 2020 plan was delayed due to the pandemic

CapMetro

Thank you!



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on May 2, 2024.

BACKGROUND:

Attached are the minutes for the meeting held on May 2, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 05.02.2024



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 2, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle	Place 4 – Na'Cole Thompson
Place 1 – Kathryn Pantalion-Parker	Place 5 – Chris Czernek
Place 2 – Esme Mattke Longoria, Mayor Pro Tem	Place 6 – Becki Ross
Place 3 – David McDonald	City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:01 p.m.
2. Roll Call.

Roll call reflected all present.
3. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding Construction Contract between Northline Leander Development Company and The City of Leander and DeNucci Constructors - Northline - Phase 1 and the related performance and maintenance bonds; and
 2. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Lakewood Park project.

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

1. Construction Contract between Northline Leander Development Company and The City of Leander and DeNucci Constructors - Northline - Phase 1 and the related performance and maintenance bonds; and
2. Lakewood Park project.

Convened into Executive Session at 6:02 p.m.; reconvened into open session at 6:35 p.m.

Motion: (1) Authorize outside council to respond to the lawsuit filed against the City by DeNucci Constructors and seek affirmative relief on the part of the City in that action.

By: Mayor Pro Tem Mattke Longoria
Seconded: Councilmember Thompson

Vote: 7-0

Item (2) No action.

Briefing workshop adjourned at 6:37 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation, Leander Police Department Color Guard and Pledges of Allegiance.

Opened meeting at 7:03 p.m.; former Councilmember Kirsten Lynch provided the invocation; the Leander Police Department Color Guard presented the Colors and led the Pledges of Allegiance.

5. Roll Call.

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.

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

Larry Allowey with CapMetro - commented on upcoming workshop with Council proposing expanded pickup service.

Kate McDonald, 2416 La Mirada Street - commented on recent elections; visits to polling locations as Precinct Chair; need for temporary lights on Ronald Reagan at Palmera Ridge.

Abraham Gharapati, 51 CR 266 - commented on being a small business owner; property taxes; tenant working from property owns in Leander; code violation for operating a business from location without proper permits; and received a citation to court.

7. Recognitions/Proclamations/Visitors.

- National Police Week (May 12-18)

CONSENT AGENDA: ACTION

Consent Agenda Item 9 has been pulled from the agenda and will be on a future workshop agenda; Items 12 and 24 were pulled from the agenda and will be considered separately.

Motion: Approve Consent Agenda Items 8, 10, 11, 13 through 23 and 25.

By: Councilmember Pantalion-Parker
Seconded: Mayor Pro Tem Mattke Longoria

Vote: 7 - 0

8. Approval of the minutes for meeting held on April 18, 2024.
9. Award of Solicitation CIPS24-007 to EAR Telecommunications, LLC dba EARTC for Construction Services for Intersection Improvements at Collaborative Way and Bagdad Road (CIP T.71), CR175 and Journey Parkway (CIP T.75), and San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane (CIP T.20) in the amount of \$2,301,795.31; and authorize the City Manager to execute any and all necessary documents.
10. Award of Solicitation CIPS24-008 to Asphalt Inc., LLC dba Lone Star Paving Company for Roadway Rehabilitation Fiscal Year 2024 (CIP T.102) in the amount of \$2,090,045.00; and authorize the City Manager to execute any and all necessary documents.
11. Award of Solicitation CIPS24-003 to CMC Development and Construction Corporation, LLC for construction services for Leander Fire Station No. 2 renovation and addition (CIP M.16) in the amount of \$1,939,000.00; and authorize the City Manager to execute any and all necessary documents.
12. Award of Solicitation CIPS24-004 to Gameta Construction, LLC dba DKC Construction Group for construction services for Senior Activity Center (CIP P.6) in the amount of \$8,783,822.00; and authorize the City Manager to execute any and all necessary documents.

Motion: Award Solicitation CIPS24-004.

By: Mayor DeLisle

Seconded: Councilmember McDonald

Vote: 7 - 0

13. Approval of Amendment No. 1 to Master Professional Service Agreement No. MATLT-REL-CIPS23-019 for material testing services to change the name from Rock Engineering and Testing Laboratory, LLC to UES Professional Solutions 45, LLC; and authorize the City Manager to execute any and all necessary documents.
14. Approval of Amendment No. 2 to Task Order TSIT-35 by TSIT Engineering and Consulting, LLC for construction services for San Gabriel East Elevated Storage Tank (CIP W.41) in the amount of \$15,410.00 for a new contract total amount of \$45,465.00; and authorize the City Manager to execute any and all necessary documents.
15. Approval of Amendment No. 4 to Task Order WPM-01 with Walter P. Moore and Associates, Inc. for professional services for Lakeline Boulevard 16-inch Water Line (CIP W.72) in the amount of \$26,715.00 for a new contract total of \$246,480.52; and authorize the City Manager to execute any and all necessary documents.
16. Approval of Amendment No. 7 to Task Order No. WAL-1 with Walker Partners Engineering, Inc. for revisions to design and construction phase for Raider Way and East Woodview Drive Roadway Improvements Project (CIP T.12) in an amount of \$219,235.00 for a new total contract amount of \$1,699,833.00; and authorize the City Manager to execute any and all necessary documents.
17. Acceptance of public improvements for Edgewood Phase 1 Section 2.
18. Acceptance of public improvements for RM 2243 Turn Lanes (Horizon Lake).
19. Acceptance of public improvements for Garlock Subdivision.

20. Approval of purchase of fifteen (15) additional licenses for use of Central Square software for access to crucial information from workstations within the Leander Police Department in the amount of \$5,400.00; and authorize the City Manager to execute any and all necessary documents.
21. Approval of a five (5) -year services and maintenance agreement with Axon Enterprise, Inc. in the amount of \$1,589,209.83 for but not limited to Police Department body cameras, tasers, interview and evidence room cameras, officer and dispatcher licenses, and Statement of Work for the Implementation of Axon Records and Dispatch for the Leander Police Department and to authorize the future purchase of additional licenses and equipment as needed subject to the limits of the City Manager's purchasing and contract authority; and authorize the City Manager to execute any and all necessary documents.
22. Approval of an Ordinance amending the Code of Ordinances Article 1.08, Disposal of Surplus, Salvage and Junk Property amending definitions, procedures, methods of sale, and all other related matters.
23. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0102 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban), LC-2-B (Local Commercial), GC-2-A (General Commercial), and GC-3-A (General Commercial) and on eight (8) parcels of land approximately 290 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R506005, R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
24. Approval of Development Agreement Case DA-23-0009 regarding the Leander Estates development on three (3) parcels of land approximately 210.6 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R560185 and R560184; and Travis Central Appraisal District Parcel 905245; generally located at the north west corner of CR 280 and the future extension of Lakeline Boulevard, Leander, Williamson and Travis Counties, Texas.

Motion: Approve Development Agreement Case DA-23-0009, following a discussion.

By: Mayor DeLisle

Seconded: Councilmember Czernek

Vote: 7 - 0

25. Approval of Agreement for street sweeping services with Austin HLK, Inc. dba Sweep Across Texas (Contract L00334) in the amount of \$250,000.00 for the term of agreement utilizing Interlocal Agreement with the City of Round Rock for the purchase of goods and services; and authorizing the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

26. Conduct a Public Hearing regarding Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision No. 1 on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

Open Public Hearing at 7:38 p.m.; Public Hearing closed at 7:38 p.m. No one spoke in favor or opposition of the request. Due to a posting error action will take place at the May 16, 2024 regular meeting.

REGULAR AGENDA

27. Discuss and consider action to direct staff to draft documents regarding a request for a variance to allow the sale of alcoholic beverages to occur within 300 feet of church, school, or hospital on one (1) parcel of land approximately 3.67 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R599180; commonly addressed as 10880 East Crystal Falls Parkway, Leander, Williamson County, Texas

Following a discussion, Council directed staff to bring back a variance requiring a food beverage certificate as part of the TABC license; hours of operation; signage; bar area limited; and transferable as long as meets items listed.

28. Discuss and consider action on a Memorandum of Understanding by and between the City of Leander and Leander Foundation for a term of three (3) years to address accessibility improvements at City-owned park facilities for a term of three (3) years with the option of an additional renewal of two (2) years; and authorize the City Manager to execute any and all necessary documents.

Motion: Approve with amended language.

By: Mayor DeLisle

Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

29. 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.]*

None.

30. Council Member Closing Statements.

Kathryn Pantalion-Parker - commented on recent Chamber Golf Tournament; and a proclamation was issued and presented this morning at the National Day of Prayer event.

Esme Mattke Longoria - reminded everyone the end of school was close and to stay safe.

Na'Cole Thompson - reminded everyone that Saturday was election day and to go vote if not already done so.

Christine DeLisle - stated that dinner came from Golden Chick tonight; remember to shop locally; the following proclamations has been issued: Motorcycle Safety and Awareness Month, Falun Dafa and National Day of Prayer; and announced upcoming Parks and Recreation events.

31. Adjournment

Adjourned at 8:29 p.m.

ATTEST:

APPROVED

CITY SECRETARY

MAYOR



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of an Ordinance ordering and establishing procedures, and setting the date for a runoff election for Councilmember Place 6 race; providing for the approval of election judges and voting clerks; and providing for related matters.

Aprobación una Ordenanza que ordena y establece procedimientos, y fija la fecha para una elección de desempate para las carreras Concejal Lugar 6; disponer la aprobación de jueces electorales y secretarios electorales; y la provisión de asuntos relacionados.

BACKGROUND:

The General Election was held on May 4, 2024, and no candidate in Councilmember Place 6 received a majority of votes, which is required by the City Charter for election to office. If no candidate receives a majority vote, a runoff election for that office is required.

The runoff election for Place 6 will be held on Saturday, June 15, 2024. The City will be contracting with Williamson County Elections Department to serve as the Election Administrator for registered voters in Williamson County and Travis County Elections Department to serve as Election Administrator for registered voters in Travis County. The runoff election will be held on June 15, 2024 with early voting being conducted June 3, 2024 through June 11, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Ordinance Ordering Runoff General Election (English) 05.07.2024
2. Ordinance Ordering Runoff General Election (Spanish) 05.07.2024

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR THE 2024 GENERAL RUNOFF ELECTION IN THE CITY OF LEANDER TO ELECT A COUNCILMEMBER FOR THE OFFICE HELD BY PLACE 6; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; PROVIDING FOR THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 4, 2024, there was an election held to elect the following officials for this City: Mayor, Councilmember Place 2; Councilmember Place 4; and Councilmember Place 6; and

WHEREAS, no candidate for the Councilmember Place 6 election received a majority vote in the election, which is required by the *City Charter* for a candidate to be elected to office; and

WHEREAS, if no candidate receives a majority vote, a runoff election for that office is required; and

WHEREAS, the Texas Election Code is applicable to said election and this ordinance establishes procedures consistent with the Code, and designates the voting place for the election; and

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties; and

WHEREAS, the City of Leander, Texas (hereinafter the "City") approves and agrees to conducting the City General Election jointly with other political subdivisions in Williamson and Travis Counties in accordance with *Tex. Elec. Code, Chapter 27I*; and

WHEREAS, the City is making provision to contract with the Williamson County Elections Administrator to conduct the City's election for Williamson County voters and Travis County Elections Administrator to conduct the City's election for Travis County voters, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Tex. Gov't Code* (the "Election Services Contract");

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

Section 1. Runoff Election. A Runoff Election of the City shall be held on Saturday, June 15, 2024 to elect member of the City Council from the city at large for the office of Place 6 to serve a term of three (3) years. Candidates names appearing on the ballot for the runoff election shall be the names of the two candidates receiving the highest and second highest number of votes cast at the May 4, 2024 General Election for the office of Councilmember Place 6.

Section 2. Ballots. The ballots used for the general election shall comply with the *Texas Election Code* and be in the form provided by the City to the Williamson County Elections Administrator and Travis County Elections Administrator for use on the respective voting devices used by each such jurisdiction.

Section 3. Printed Materials. The official ballots, together with such other election materials as are

required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. The notice of election shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at other locations required by state law not later than the fifteenth (15th) day before the election, and by publishing said notice of election at least once in English and Spanish in a newspaper of general circulation, no later than the fifteenth (15th) day prior to said election. The Williamson County Elections Administrator and the Travis County Elections Administrator are authorized and shall give all notices for their respective jurisdictions required for the election.

Section 5. Conduct of Election. The Williamson County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Williamson County pursuant to the Election Services Contract between the City of Leander and Williamson County. The Travis County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Travis County pursuant to the Election Services Contract between the City of Leander and Travis County. The election shall be held and conducted in compliance with the City Charter, state law, and the respective Election Services Contracts.

Section 6. Joint Election. The City agrees to conduct a joint runoff election with other political subdivisions within Williamson County and within Travis County, provided that such political subdivisions hold an election on June 15, 2024, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election for Political Subdivisions will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

Section 7. Election Precincts and Election Day Polling Places. The election precincts for the election shall be the election precincts established by Williamson County for the territorial boundaries of the City located in Williamson County, and the election precincts established for Travis County the territorial boundaries of the City located in Travis County, provided that each shall contain and include geographic area that is within the City.

The polling place for each election precinct located in Williamson County shall be the polling place established by Williamson County. The polling place for each election precinct located in Travis County shall be the polling place established by Travis County. The returns will be provided by precinct and the Williamson County Elections Administrator shall tabulate and provide the election returns for votes cast by Williamson County voters. The returns will be provided by precinct and the Travis County Elections Administrator shall tabulate and provide the election returns for votes cast by Travis County voters.

Section 8. Early Voting. (a) Early voting shall commence on Monday, June 3, and continue through Tuesday, June 11, 2024 and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator.

(a) **Early Voting Conducted by the Williamson County Elections Administrator:**

- 1) Early voting, both by personal appearance and by mail will be conducted by the Williamson County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson County. Bridget Escobedo is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing

in Williamson County.

- 2) Applications for ballot by mail for qualified voters of the City residing in Williamson County shall be mailed to:

Bridget Escobedo
Williamson County Elections Administrator
Williamson County Elections Department

Mailing Address:

PO Box 209
Georgetown, TX 78627

Physical Address:

Williamson County Inner Loop Annex
Elections Department
301 SE Inner Loop Ste 104
Georgetown, TX 78626

Telephone Number: (512) 943-1630

Email Address: bbm@wilco.org

Website: <https://www.wilco.org/Departments/Elections>

- 3) The main early voting location for qualified voters of the City residing in Williamson County is: Leander Public Library, 1011 S. Bagdad Rd., Leander, Texas 78641.
- 4) Early voting for qualified voters of the City residing in Williamson County shall be held at the dates, times, and location authorized by the Williamson County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

(b) Early Voting Conducted by the Travis County Elections Administrator:

- I) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Travis County. Dyana Limon-Mercado, County Clerk, is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Travis County.

- 2) Applications for ballot by mail for qualified voters of the City residing in Travis County shall be mailed to:

By mail:

Dyana Limon-Mercado, County Clerk
Travis County Early Voting Clerk
PO Box 149325
Austin, Texas 78714-

9325

By Contract Carriers/ Fedex:

Elections Division
Travis County Clerk
5501 Airport Blvd.
Austin, Texas 78751

Telephone: (512) 238-8683

Email:

ebbm@traviscountytexas.gov

Website: <https://elections.traviscountytexas.gov/>

- 3) The main early voting location for qualified voters of the City residing in Travis County

is: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.

- 4) Early voting for qualified voters of the City residing in Travis County shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County, respectively, in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election and such appointments are approved. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. Accessible Voting System. The City of Leander authorizes Williamson County Elections Administrator and Travis County Elections Administrator to provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner may be acquired by any legal means available to including but not limited to lease or rental from the County of Williamson or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 11. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson and Travis County Elections Administrators in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Services Contracts between the City and the Travis and Williamson County Elections Administrators, the Travis and Williamson County Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Services Contracts.

Section 12. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance. The City Manager is further authorized to give notice of the election as provided in Section 451.607, Texas Election Code.

Section 13. General. The general election shall be held and conducted by the Williamson and Travis County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officers are hereby authorized and instructed to provide and furnish all necessary election supplies, materials, and equipment to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than June 18, 2024 nor later than June 26, 2024.

Section 14. Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 15. Effective Date; Election Code; Preamble. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator and the Travis County Elections Administrator shall comply with the Texas Elections Code. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes as part of the findings of Council.

Section 16. Severability. If any provision, section of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 17. Open Meetings. It is 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 *Chapt. 551, Tex. Gov't. Code*.

PASSED, ADOPTED AND APPROVED on this the 16 day of May, 2024.

Attest:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

UNA ORDENANZA DE LA CIUDAD DE LEANDER, TEXAS

ORDENANZA NO.

UNA ORDENANZA QUE ORDENA Y ESTABLECE PROCEDIMIENTOS PARA LA ELECCIÓN GENERAL DE SEGURIDAD DE 2024 EN LA CIUDAD DE LEANDER PARA ELEGIR UN CONCEJAL PARA EL CARGO QUE OCUPA EL LUGAR 6; DISPONIENDO EL AVISO DE LA ELECCIÓN; PROPORCIONAR PRECINTOS ELECTORALES Y LUGARES DE VOTACIÓN; DISPOSICIÓN PARA LA VOTACIÓN ANTICIPADA; PROPORCIONANDO UNA FECHA DE VIGENCIA Y CLÁUSULA DE REUNIONES ABIERTAS; DISPONER QUE EL ADMINISTRADOR DE LA CIUDAD EJECUTE TODOS LOS DOCUMENTOS NECESARIOS; Y ASUNTOS RELACIONADOS.

POR CUANTO, el 4 de mayo de 2024, se llevó a cabo una elección para elegir a los siguientes funcionarios de esta Ciudad: Alcalde, Concejal Lugar 2; Concejal Lugar 4; y Concejal Lugar 6; y

POR CUANTO, que ningún candidato para la elección del puesto 6 de Concejal recibió la mayoría de votos en la elección, lo cual es requerido por los Estatutos de la Ciudad para que un candidato sea elegido para un cargo; y

POR CUANTO, que, si ningún candidato recibe una mayoría de votos, se requiere una segunda vuelta para ese cargo; y

POR CUANTO, el Código Electoral de Texas es aplicable a dicha elección y esta ordenanza establece procedimientos consistentes con el Código y designa el lugar de votación para la elección; y

POR CUANTO, la ciudad de Leander se encuentra dentro de los límites de los condados de Williamson y Travis; y

POR CUANTO, la Ciudad de Leander, Texas (en adelante, la "Ciudad") aprueba y acepta llevar a cabo las Elecciones Generales de la Ciudad junto con otras subdivisiones políticas en los condados de Williamson y Travis de conformidad con la Ley Electoral de Texas. Código, Capítulo 27l; y

POR CUANTO, la Ciudad está tomando disposiciones para contratar al Administrador de Elecciones del Condado de Williamson para llevar a cabo las elecciones de la Ciudad para los votantes del Condado de Williamson y al Administrador de Elecciones del Condado de Travis para llevar a cabo las elecciones de la Ciudad para los votantes del Condado de Travis, de conformidad con el Capítulo 31, Ley de Texas. Código, y Capítulo 791, Código de Gobierno de Texas (el "Contrato de Servicios Electorales");

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE LEANDER, TEXAS ORDENA Y ORDENA:

Sección 1. Elección de segunda vuelta. Se llevará a cabo una segunda vuelta de las elecciones de la ciudad el sábado 15 de junio de 2024 para elegir a un miembro del Concejo Municipal de la ciudad en general para el cargo del Lugar 6 por un período de tres (3) años. Los nombres de los candidatos que aparecen en la boleta para la segunda vuelta serán los nombres de los dos

candidatos que recibieron el mayor y el segundo mayor número de votos emitidos en las Elecciones Generales del 4 de mayo de 2024 para el cargo de Concejal Puesto 6.

Sección 2. Boletas. Las boletas utilizadas para las elecciones generales deberán cumplir con el Código Electoral de Texas y estar en el formato proporcionado por la Ciudad al Administrador de Elecciones del Condado de Williamson y al Administrador de Elecciones del Condado de Travis para su uso en los respectivos dispositivos de votación utilizados por cada jurisdicción.

Sección 3. Materiales impresos. Las boletas oficiales, junto con otros materiales electorales requeridos por el Código Electoral de Texas, según enmendado, se imprimirán en inglés y español y contendrán las disposiciones, marcas y lenguaje que exige la ley.

Sección 4. Aviso de Elección. El aviso de la elección se dará de la manera prevista en el Código Electoral de Texas y los Estatutos de la Ciudad. El aviso de elección se publicará en el tablero de anuncios utilizado para publicar avisos de reuniones del órgano rector en el Ayuntamiento y en otros lugares requeridos por la ley estatal a más tardar el decimoquinto (15.º) día antes de la elección, y mediante la publicación de dicho aviso de elección al menos una vez en inglés y español en un periódico de circulación general, a más tardar el decimoquinto (15º) día anterior a dicha elección. El Administrador de Elecciones del Condado de Williamson y el Administrador de Elecciones del Condado de Travis están autorizados y darán todos los avisos para sus respectivas jurisdicciones requeridos para la elección.

Sección 5. Realización de la elección. El Administrador de Elecciones del Condado de Williamson y sus empleados y personas designadas, y los jueces electorales, jueces suplentes y secretarios debidamente designados para la elección, celebrarán y conducirán la elección para esa parte de la Ciudad ubicada en el Condado de Williamson de conformidad con el Contrato de Servicios Electorales. entre la ciudad de Leander y el condado de Williamson. El Administrador de Elecciones del Condado de Travis y sus empleados y personas designadas, y los jueces electorales, jueces suplentes y secretarios debidamente designados para la elección, celebrarán y conducirán la elección para esa parte de la Ciudad ubicada en el Condado de Travis de conformidad con el Contrato de Servicios Electorales. entre la ciudad de Leander y el condado de Travis. La elección se llevará a cabo y se llevará a cabo de conformidad con los Estatutos de la Ciudad, la ley estatal y los respectivos Contratos de Servicios Electorales.

Sección 6. Elección conjunta. La Ciudad acuerda llevar a cabo una segunda vuelta electoral conjunta con otras subdivisiones políticas dentro del Condado de Williamson y dentro del Condado de Travis, siempre que dichas subdivisiones políticas celebren una elección el 15 de junio de 2024, en todo o parte del mismo territorio que la Ciudad (el “Elecciones Políticas”). Subdivisiones”). La elección conjunta de Subdivisiones Políticas se llevará a cabo de conformidad con la ley estatal, esta ordenanza y los respectivos Contratos de Servicios Electorales.

Sección 7. Recintos electorales y lugares de votación el día de las elecciones. Los precintos electorales para la elección serán los precintos electorales establecidos por el Condado de Williamson para los límites territoriales de la Ciudad ubicada en el Condado de Williamson, y los precintos electorales establecidos para el Condado de Travis los límites territoriales de la Ciudad ubicada en el Condado de Travis, siempre que cada uno de ellos contener e incluir el área geográfica que se encuentra dentro de la Ciudad.

El lugar de votación para cada distrito electoral ubicado en el condado de Williamson será el lugar de votación establecido por el condado de Williamson. El lugar de votación para cada distrito electoral ubicado en el Condado de Travis será el lugar de votación establecido por el Condado de Travis. Las declaraciones se proporcionarán por distrito electoral y el Administrador de Elecciones del Condado de Williamson tabulará y proporcionará las declaraciones electorales de los votos emitidos por los votantes del Condado de Williamson. Las declaraciones se proporcionarán por distrito electoral y el Administrador de Elecciones del Condado de Travis tabulará y proporcionará las declaraciones electorales de los votos emitidos por los votantes del Condado de Travis.

Sección 8. Votación anticipada. (a) La votación anticipada comenzará el lunes 3 de junio y continuará hasta el martes 11 de junio de 2024 y las urnas de votación anticipada permanecerán abiertas durante el tiempo especificado por el Código Electoral de Texas y el Administrador de Elecciones respectivo.

(a) Votación anticipada realizada por el Administrador de elecciones del condado de Williamson:

1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Williamson de acuerdo con el Código Electoral de Texas para los votantes calificados de la Ciudad que residen en el Condado de Williamson. Por la presente se designa y nombra a Bridget Escobedo como Secretaria de Votación Anticipada para la elección especial para votantes calificados de la Ciudad que residen en el Condado de Williamson.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Williamson se enviarán por correo a:

Bridget Escobedo

Administrador de Elecciones del Condado de Williamson Departamento de Elecciones del Condado de Williamson

Dirección de envío:

Apartado postal 209

Georgetown, TX 78627 Dirección física:

Departamento de Elecciones del Anexo del Circuito Interior del Condado de Williamson

301 SE Inner Loop Ste 104 Georgetown, TX 78626

Número de teléfono: (512) 943-1630 Dirección de correo electrónico: bbm@wilco.org

Sitio web: <https://www.wilco.org/Departments/Elections>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Williamson es: Leander Public Library, 1011 S. Bagdad Rd., Leander, Texas 78641.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Williamson se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Williamson. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada de conformidad con la ley aplicable.

(b) Votación anticipada realizada por el Administrador de elecciones del condado de Travis:

1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Travis de acuerdo con el Código Electoral de Texas para los

votantes calificados de la Ciudad que residen en el Condado de Travis. Dyana Limón-Mercado, Secretaria del Condado, por la presente queda designada y nombrada Secretaria de Votación Anticipada para la elección especial para votantes calificados de la Ciudad que residen en el Condado de Travis.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Travis se enviarán por correo a:

Por correo:

Dyana Limon-Mercado, Secretaria del Condado Secretaria de Votación Anticipada del Condado de Travis

Apartado postal 149325

Austin, Texas 78714-9325

Por transportistas contratados/Fedex:

División de Elecciones Secretaria del Condado de Travis 5501 Airport Blvd. Austin, Texas 78751

Teléfono: (512) 238-8683

Correo electrónico: ebbm@traviscountytexas.gov

Sitio web: <https://elections.traviscountytexas.gov>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Travis es: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Travis se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Travis. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada de conformidad con la ley aplicable.

Sección 9. Jueces y Secretarios Electorales. Los jueces presidentes, los jueces presidentes suplentes y los secretarios de la elección serán seleccionados y designados por el condado de Williamson y el condado de Travis, respectivamente, de conformidad con los requisitos de la ley estatal, y por la presente quedan designados y nombrados funcionarios electorales para la celebración de dicha elección y dichos nombramientos sean aprobados. Los jueces presidentes, jueces presidentes suplentes y secretarios desempeñarán las funciones y deberes de sus respectivos cargos que les disponga la ley estatal.

Sección 10. Sistema de Votación Accesible. La Ciudad de Leander autoriza al Administrador de Elecciones del Condado de Williamson y al Administrador de Elecciones del Condado de Travis a proporcionar al menos un Sistema de Votación Universal ExpressVote® y un Escáner de Precinto Digital DS200 y DS300 que se puede adquirir por cualquier medio legal disponible, incluido, entre otros, arrendamiento o alquiler de del Condado de Williamson o de cualquier otra fuente legal, según lo autorizado o requerido por las Secciones 123.032 y 123.035 del Código Electoral de Texas.

Sección 11. Asistencia del Secretario de la Ciudad. Por la presente se autoriza e instruye al Secretario de la Ciudad para ayudar a los Administradores Electorales de los Condados de Williamson y Travis en la adquisición y suministro de todos los suministros y materiales electorales necesarios para llevar a cabo la elección. El Secretario de la Ciudad está además

autorizado a ayudar con la entrega de los avisos necesarios para la elección y a tomar otras medidas adicionales que sean necesarias para llevar a cabo la elección de conformidad con el Código Electoral de Texas; siempre que, de conformidad con los Contratos de Servicios Electorales entre la Ciudad y los Administradores de Elecciones de los Condados de Travis y Williamson, los Administradores de Elecciones de los Condados de Travis y Williamson tendrán el deber y serán responsables de organizar y conducir la elección de conformidad con el Código Electoral de Texas; y para proporcionar todos los servicios especificados en los Contratos de Servicios Electorales.

Sección 12. Acciones necesarias. Por la presente se autoriza y ordena al Alcalde y al Secretario Municipal de la Ciudad, en consulta con el Abogado de la Ciudad, a tomar todas y cada una de las acciones necesarias para cumplir con las disposiciones del Código y la Ley Federal de Derecho al Voto al llevar a cabo y conducir la Elección. , ya sea que esté o no expresamente autorizado en este documento, lo que incluye, entre otros, realizar cambios o adiciones a los lugares de votación, al lenguaje de la boleta o a los procedimientos en la medida requerida o deseable o que pueda ser necesaria debido a circunstancias que surjan después de la fecha de esta Ordenanza. El Administrador de la Ciudad está además autorizado a dar aviso de la elección según lo dispuesto en la Sección 451.607 del Código Electoral de Texas.

Sección 13. Generalidades. La elección general será celebrada y dirigida por los Administradores de Elecciones de los Condados de Williamson y Travis de conformidad con la Ley Electoral de Texas. Código y, en la medida que no sea incompatible con el mismo, los Estatutos de la Ciudad, y solo los votantes calificados residentes de la Ciudad serán elegibles para votar en la elección. Por la presente, los Oficiales Electorales quedan autorizados e instruidos para proporcionar y proporcionar todos los suministros, materiales y equipos electorales necesarios para llevar a cabo dicha elección. Los resultados de las elecciones se darán a conocer lo antes posible después del cierre de las urnas; y los resultados de las elecciones serán examinados por el Concejo Municipal no antes del 18 de junio de 2024 ni después del 26 de junio de 2024.

Sección 14. Autorización para ejecutar. El Alcalde está autorizado a ejecutar y el Secretario de la Ciudad está autorizado a dar fe de esta Ordenanza en nombre del Concejo; y el Alcalde está autorizado a hacer todas las demás cosas legales y necesarias en relación con la celebración y consumación de la Elección.

Sección 15. Fecha de vigencia; Código Electoral; Preámbulo. Esta ordenanza estará en pleno vigor y efecto desde y después de su aprobación en la fecha que se muestra a continuación; siempre que si algún término o disposición de esta Ordenanza entra en conflicto o es incompatible con el Código Electoral de Texas, el Código Electoral de Texas regirá y controlará y el Administrador de Elecciones del Condado de Williamson y el Administrador de Elecciones del Condado de Travis cumplirán con el Código Electoral de Texas. . Por la presente se considera que los considerandos contenidos en el preámbulo del presente son ciertos y dichos considerandos se incluyen en esta Ordenanza para todos los fines como parte de las conclusiones del Consejo.

Sección 16. Divisibilidad. Si alguna disposición, sección de esta ordenanza o la aplicación de cualquier disposición a cualquier persona o circunstancia se considera inválida, la invalidez no afectará otras disposiciones o aplicaciones de la ordenanza que puedan entrar en vigor sin la

disposición o aplicación inválida, y a esta Al término de lo dispuesto en esta ordenanza se declara divisible.

Sección 17. Reuniones abiertas. Se determina y determina oficialmente que la reunión en la que se aprobó esta Ordenanza estuvo abierta al público según lo requerido y que se dio aviso público de la hora, lugar y propósito de dicha reunión según lo requerido. Capítulo. 551, Gobierno de Texas. Código.

ADOPTADO Y APROVADA el día 16 de mayo de 2024.

Atestigua:

CIUDAD DE LEANDER, TEXAS

Dara Crabtree, Secretaria de la Ciudad

Christine DeLisle, Alcalde



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of an Ordinance regarding a request for a variance to allow the sale of alcoholic beverages to occur within three hundred (300') feet of a church, school, or hospital on one (1) parcel of land approximately 13.778 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; commonly addressed as 10880 East Crystal Falls Parkway, Leander, Williamson County, Texas

BACKGROUND:

Section 4.06.005 of the City of Leander Code of Ordinances prohibits the sale of alcoholic beverages in a place of business which is located within three hundred (300') feet of a church, public school, or public hospital. The City Council established the variance procedure as allowed by V.T.C.A., Alcoholic Beverage Code § 109.33(e).

Alcoholic Beverage Code § 109.33(e).

(e) The commissioners court of a county or the governing board of a city or town that has enacted a regulation under Subsection (a) of this section may also allow variances to the regulation if the commissioners court or governing body determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the court or governing board, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

The measurement of the distance requirements for a school is measured from property line to property line and measured from front door to front door for a church. The property line of the Crystal Falls Mixed Use Development measures within three hundred (300') feet of Wiley Middle School and Rouse High School. Northpoint Church, to be developed on this site, will have entrances within three hundred (300') feet of the proposed sales of alcohol.

The applicant is requesting a variance for future restaurant tenants of the Crystal Falls Mixed Use Development. This variance to the distance requirements would be granted to all future tenants of the proposed development. The applicant is requesting that the variance be approved only for tenants that hold a TABC permit for on-premises sales and a TABC Food and Beverage Certificate. A Food and Beverage Certificate requires that the permit holder either be a restaurant, as defined by the statute, or limit alcoholic beverage sales to no more than sixty (60%) percent of the business's total gross receipts.

During the meeting of May 2, 2024, Council directed staff to bring back a variance that includes requiring a food beverage certificate as part of the TABC license, limited hours of operation, specified signage allowance, bar area limitations, and allowing it to be transferable as long as it meets the items listed.

HISTORY/TIMELINE:

05/02/2024 – City Council Discussion

APPLICANT/AGENT:

Kim Shipman and Craig Friedson on behalf of TOPO

RECOMMENDATION:

Staff recommends approval of the variance request.

PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Fiscal Impact

Attachments:

1. Att 1 Request Letter
2. Att 2 Crystal Falls Concept Designs
3. Att 3 Distance Aerial
4. Att 4 Northpoint Church Letter of Support
5. Att 5 Cold Springs Neighborhood Letter of Support
6. Att 6 Crystal Springs Neighborhood Letter of Support
7. Att 7 Leander Chamber Letter of Support
8. Att 8 LISD Letter
9. Att 9 Crystal Falls - Location Map
10. Att 10 TABC Variance Ordinance



April 8, 2024

To the Leander City Council:

Thank you for the opportunity to present to you the Crystal Falls Mixed Use Development. This letter is intended to communicate the vision for the Crystal Falls Mixed Use Development and to ask you to consider certain action essential to bringing this project to the citizens of Leander.

Crystal Falls Mixed Use Development Project Description and Developer

Designed and proposed by TOPO Development Group, the Crystal Falls Mixed Use Development, represents a mix of restaurants, business and an established church by integrating creative architectural design integrating with the existing landscape, to be located at 10880 Crystal Falls Parkway. A site plan for the proposed development is on file with the City of Leander, and I've attached an aerial depiction of the project and conceptual designs as Exhibit A. You may recognize TOPO Development Group from their other notable projects in the area, including Springdale General and Canopy. TOPO prides itself on providing full service commercial real estate development services in the Greater Austin area with a focus on creating dynamic properties that are additive to and reflective of the communities in which they are located. The Crystal Falls Mixed Use Development is in line with that experience and mission.

City of Leander Alcohol Regulations Restrict Certain On-Premises Alcohol Sales

Like most cities in Texas, the City of Leander has passed an ordinance prohibiting the on-premises sales of alcoholic beverages within 300 feet of a public school, measured property line to property line, and within 300 feet of a church, measured door to door (City of Leander Code of Ordinances Section 4.06.005). Whereas cities are generally prohibited from restricting sales of alcoholic beverages, this ordinance is expressly authorized by the Texas Alcoholic Beverage Code (Tex. Alco. Bev. Code Section 109.33).

Schools Within 300 Feet. The property line of the Crystal Falls Mixed Use Development measures within 300 feet of Wiley Middle School and Rouse High School – part of Leander Independent School District (LISD). While we understand from LISD that it is their policy not to endorse the sale of alcohol within the limits set, please note that Wiley Middle School and Rouse High School are largely fenced campuses and, while the boundary of the entire project is located within 300 feet (as measured across Crystal Falls Parkway), there is over 2,000 feet of walking distance from the entrance of the closest tenant within the proposed development to the nearest entrance of Wiley Middle School and over 4,000 feet to the Rouse High School entrance. This is depicted in Exhibit B.

Support from Church. Once the Northpoint Church is developed onsite, the proposed tenant spaces would also have entrances within 300 feet of Northpoint Church. Northpoint Church fully supports and welcomes the Crystal Falls Mixed Use Development and has expressed the

same in a written statement attached as Exhibit C.

Community Support

We have also communicated with the Cold Springs and Crystal Springs Homeowners Associations regarding the project and proposed waiver. A support letter from the Cold Springs Homeowners Association is included with the submittal and a support letter from the Crystal Springs Homeowners Association is forthcoming. We also have support from the Leander Chamber of Commerce and Visitors Center and a support letter is also included with the submittal. All above letters are attached as Exhibit D.

Creating a Clear Path for Restaurants Tenants at the Proposed Development

The authority given to the City to restrict sales near schools and churches *also grants the City the express authority to allow for variances* when enforcement “is not in the best interest of the public, constitutes a waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a [TABC] license or a permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the ...governing board, after the consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.” Tex. Alco. Bev. Code 109.33(e). Opening a new restaurant is challenging in the best circumstances, and adding the requirement of achieving a variance in many cases creates a hurdle that turns away quality tenants.

As described further below, we are asking you to consider taking action to create a waiver or “standing variance” to guide the future restaurant tenants of the Crystal Falls Mixed Use Development. We believe that taking such step recognizes the value that the project would bring to the Leander community while preserving City control as described below.

Best Interests of the City of Leander. The proposed development includes plans for unique restaurants, retail spaces and creative office space, and represents a significant opportunity for the City of Leander. First, the introduction of quality restaurants and retail stores will greatly enhance the lifestyle and convenience for the nearby residents of Cold Springs and Crystal Springs and the surrounding community. The development will provide new dining and shopping options, reduce the need for travel to other cities for similar amenities, and create a vibrant local hub that fosters community engagement and social interaction. Further, the development will stimulate the local economy by creating jobs, increasing tax revenues, and attracting more visitors to Leander, which aligns with Leander’s growth strategy and vision for a thriving, dynamic community.

Avoiding an Undue Hardship on Quality Restaurant Tenants. As you may know, responsible alcoholic beverage sales are a key component to the bottom line of most financially successful restaurants. Restaurants who sell alcoholic beverages must first acquire an alcoholic beverage permit issued by the Texas Alcoholic Beverage Commission (“TABC”). Such issuance only occurs following preliminary location approval by the local city and county.

The option to offer alcoholic beverage sales is a determining factor in attracting the type of quality, family-oriented restaurant tenants that the Crystal Falls Mixed Use Development intends to accommodate. In investing in this project, ownership requires assurances that, as restaurant

tenants turn over, new restaurant tenants will not be discouraged from occupying a space due to the necessity of acquiring a variance. Without action by the Council, each new tenant would be required to make essentially the same case before City Council as prior tenants to request similar variances.

Preventing a Waste and Inefficient Use of Land and Resources. The mixed use development of this particular tract would be consistent with and complementary to the existing development in the area. We believe that creating a standing variance for certain tenants as described below is essential to utilizing this property in the most efficient way. On the contrary, leaving the property in a state that is untenable for new restaurant tenants would constitute a waste and inefficient use of this specific property in consideration of the surrounding area.

Repeat Variances Results in Inefficient Use of Resources for Ideal Tenants. Requiring similarly situated tenants to individually request a variance prior to acquiring a new TABC alcoholic creates waste and inefficient use of resources that will shrink the pool of tenants to those who have the additional resources to dedicate the extra time and effort needed to (in addition completing the challenging TABC application process) request, present, and achieve a City of Leander variance to the 300 ft requirement described above. This is not in line with our desire to see local, unique concepts fill these spaces.

Repeat Variance Applications Unnecessarily Expend City Resources. Without creating a standing variance, new tenants in the proposed development would present to the Council similar circumstances for similarly situated tenants. These repeat applications for variances would potentially waste and promote an inefficient use of City resources by requiring processing repeated variances, when the same can be avoided as we describe below.

Preserving City of Leander's Ability to Restrict Certain Alcoholic Beverage Sales

Because of the specific character of the area and the existing development, we propose you consider taking action in the form of a waiver of the 300-foot restriction for restaurants within the Crystal Falls Mixed Use Development. Specifically, we propose that by ordinance you establish a standing variance *only for tenants who, in addition to holding a TABC permit for on-premises sales also hold a TABC Food and Beverage Certificate.*

Such action would protect the City of Leander's interest maintaining control of the type of tenants in the Crystal Falls Mixed Use Development by effectively imposing on all restaurant tenants the requirements of the TABC Food and Beverage Certificate.

Food and Beverage Certificate Requirements. To maintain a TABC Food and Beverage Certificate, the tenant would have to continuously comply with various requirements including:

- (1) Offering multiple entrees that are prepared or assembled on-site
- (2) Selling alcohol only when food is also being sold, and
- (3) Maintaining permanent food service facilities.

Loss of Food and Beverage Certificate Automatically Terminates TABC Permit for On-Premises Sales. If a Food and Beverage Certificate is *required* of tenants, the loss of the Food and

Beverage Certificate would automatically terminate the underlying TABC alcoholic beverage permit. In other words, the tenant who does not meet and continue to meet the strict compliance requirements of the Food and Beverage Certificate will lose its ability to sell alcoholic beverages.

In accordance with Section 109.33(e) of the Texas Alcoholic Beverage Code, we ask the City Council conclude that the proposed on-premises sale of alcoholic beverages within Crystal Falls Mixed Use Development does not negatively affect the health, safety and welfare of the public and that, in the context of this development, compliance with City of Leander Code of Ordinances Section 4.06.005 would instead conflict with the best interests of the City and create a hardship that would result in an inefficient use of the land. Therefore, we hereby request that the City Council approve a standing variance that is limited to the Crystal Falls Mixed Used Development and extends only to tenants who also request and maintain a TABC Food and Beverage Certificate.

Sincerely,

A handwritten signature in cursive script that reads "Michele Rogerson Lynch". The signature is written in dark ink and is positioned above the printed name.

Michele Rogerson Lynch

Enclosures

Cc: Kim Shipman and Craig Friedson, TOPO



ABOUT TOPO

TOPO brings a unique perspective to real estate drawing from our experiences founding and operating hospitality businesses.

We create uncommon spaces where thoughtful design produces meaningful impacts for our tenants, partners, and community - while having fun along the way.

Our fully integrated team finds innovative real estate solutions for businesses seeking dynamic, attainable workspaces. We build relationships with best-in-class partners who share our passion for activating destinations and helping them thrive.

We are proud of what we have accomplished and excited for the opportunities ahead.

- A** 5540-A North Lamar
- B** 826 Houston
- C** Springdale General
- D** Canopy
- E** 4910 Burnet Road
- F** 1900 Howard Ln



The Vision

Located in Leander, Texas, Crystal Falls is a reimagining of the familiar. Rooted in community and vibrancy, it creates a complementary contrast; vernacular architecture meets the unexpected in a textured and layered fashion. Crystal Falls is an authentic approach to materiality and discovery among the "in between" spaces. It is a frequented touchpoint of Leander friends and family that fosters connection and memory making amongst the community it serves.

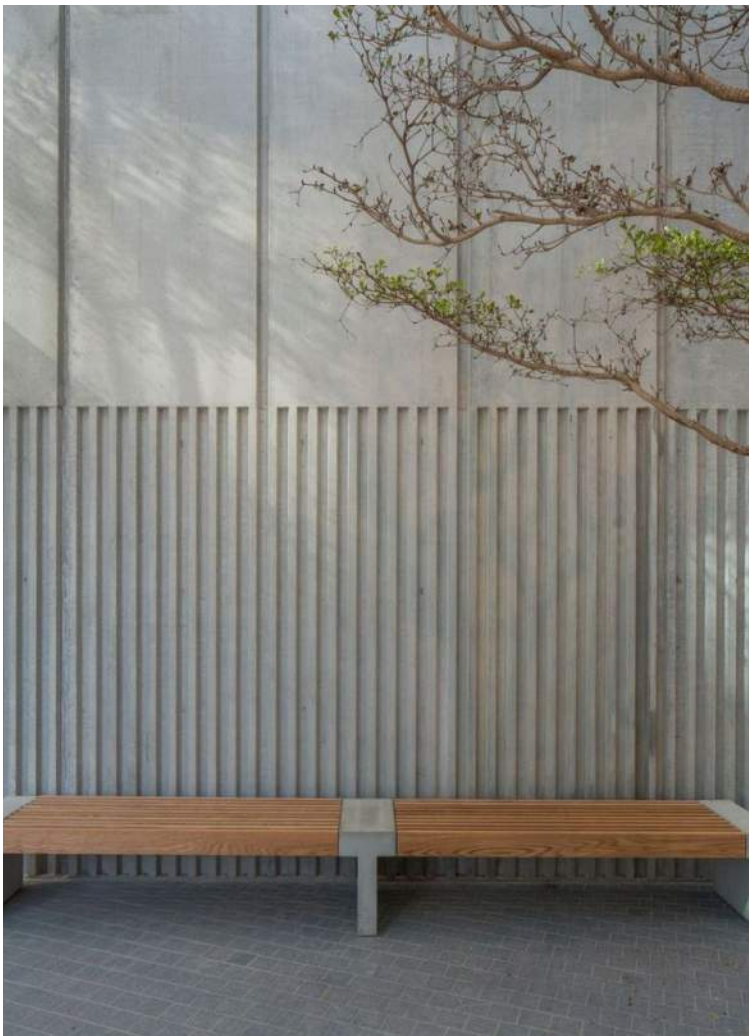
Layered within the Land



Humble Gathering



Honest Approach



Discovered Experience



Layered within the Land

Naturalistic
Blurred
Lush



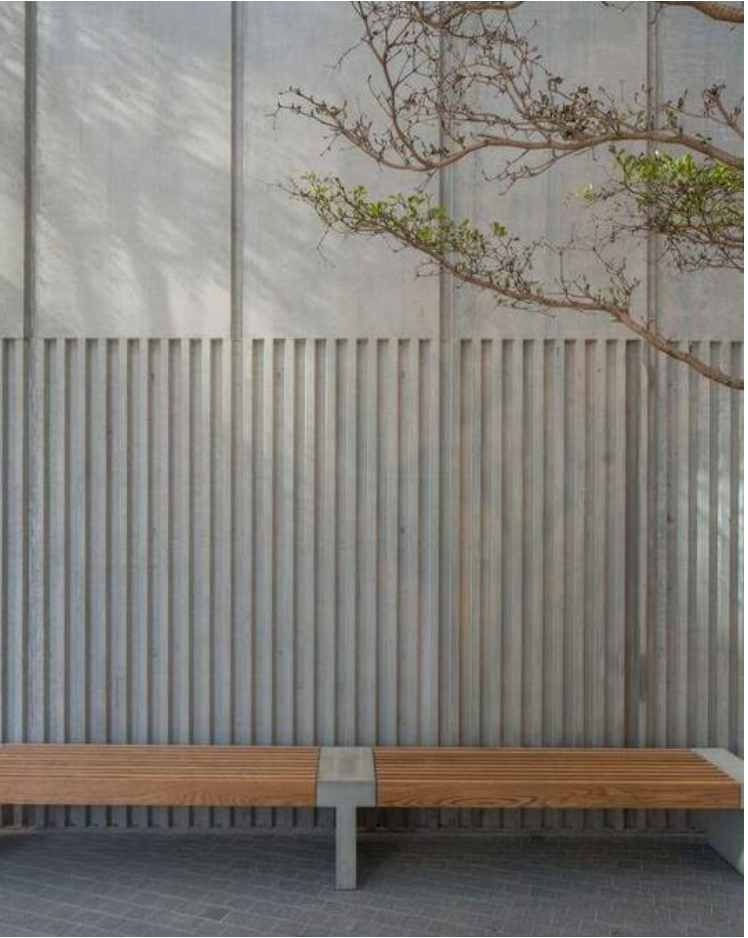
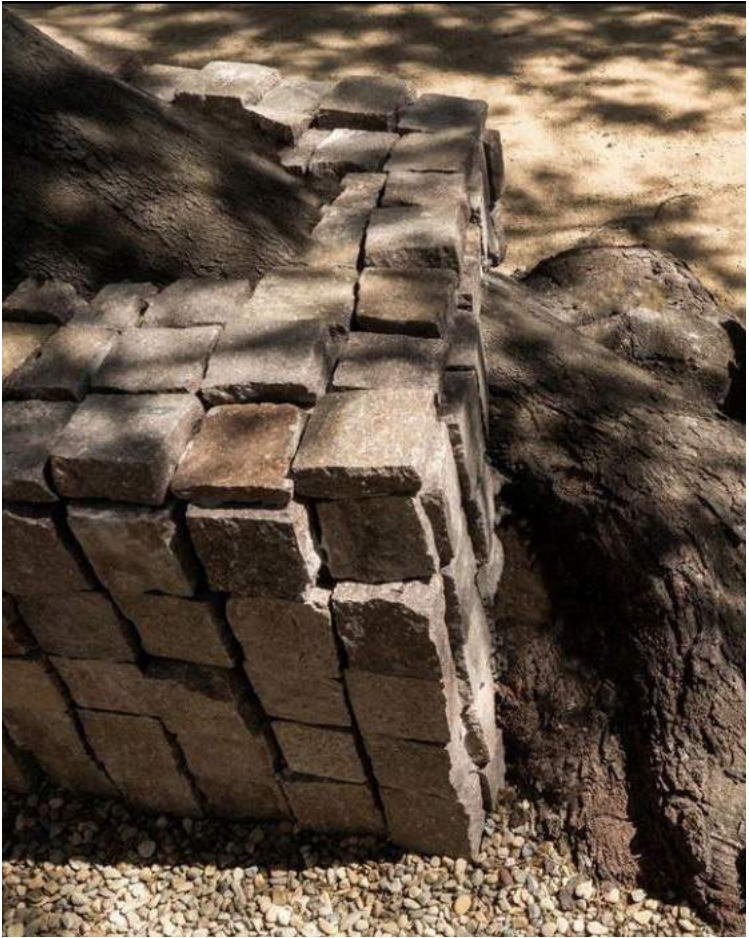
Humble Gathering

Neighborly
Togetherness
Casual



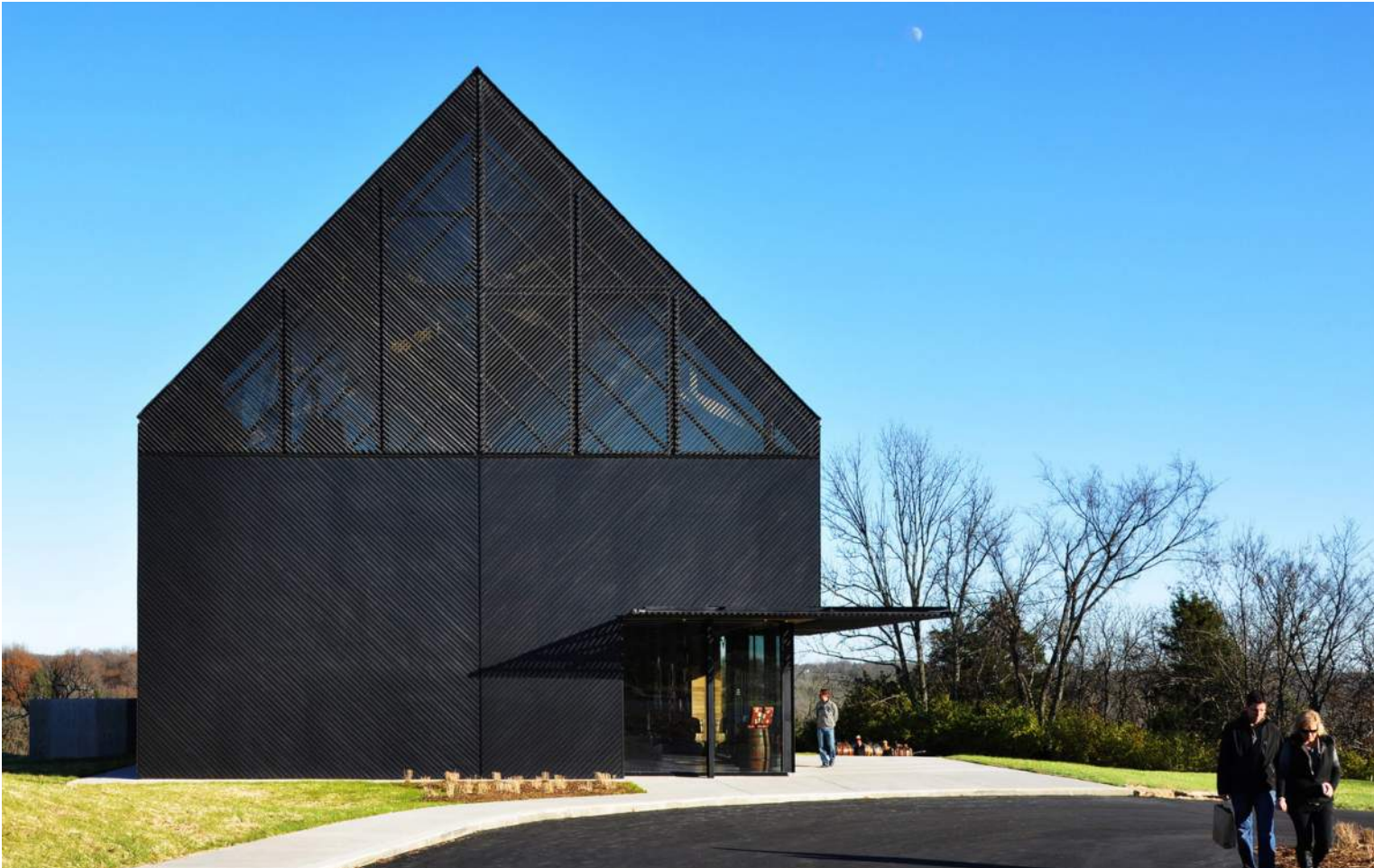
Honest Approach

Authentic
Innovative
Grounded



Discovered Experience

Social
Activated
Unexpected



Aerial

























ROUSE
HIGH SCHOOL
4,118 feet

KNOX WILEY
MIDDLE SCHOOL
2,112 feet

Property Fence
A fence runs along the
LISD property line except
on Raider Way

Subject property line
to Leander ISD school
property line is 107.5'

**SUBJECT
PROPERTY**

Dear City Council Members,

I am writing to you on behalf of Northpoint Church <https://www.npaustin.com/> to express our strong support for the proposed development at 10880 Crystal Falls Parkway. This development, including plans for unique restaurants, retail spaces and creative office space, represents a significant opportunity for our community and the City of Leander as a whole.

We understand that the inclusion of restaurants in the plan involves an alcohol component, which requires a variance that the city must grant given the proximity to a middle and high school. After thoughtful consideration we support the city council granting this variance.

Northpoint Church wholeheartedly supports the proposed development at 10880 Crystal Falls Parkway. We are confident that it will bring substantial benefits to our community and the city at large. We look forward to seeing the positive changes it will usher in and are eager to work together with the city council and developers to ensure its success.

Thank you for considering our perspective. We are committed to staying engaged in this process and are available to discuss this further or provide any additional information needed.

Sincerely,

Barry Cox

A handwritten signature in cursive script that reads "Barry Cox". The signature is written in dark ink and is positioned below the printed name.

Executive Director and Chief Financial Officer
Northpoint Church

Alberto Gomez
Board President, Cold Springs Homeowner Association
2244 Grand Lake Pkwy
Leander, TX, 78641
March 22, 2024

City Council
City of Leander
200 W. Willis St.
Leander, TX 78641

Dear City Council Members,

On behalf of the Cold Springs Homeowner Association, Inc., I am writing to express our support for the proposed development at 10880 Crystal Falls Parkway. We recognize that a variance is required to accommodate the restaurants that will be serving alcohol on the site due to the proximity to the middle and high schools across Crystal Falls Parkway. We are supportive of a variance for this purpose and believe this development aligns with the desires of the City of Leander and the Cold Springs Homeowner Association, Inc., for a vibrant community hub.

If this development were to be approved, on behalf the Cold Springs Homeowner Association, Inc., we are requesting the City of Leander perform a traffic study on the impact of this new development will have on the community and consider installing a stop light at Grand Lake Pkwy and Crystal Falls Pkwy to ease the traffic influx.

We are excited about the potential improvements to our community's lifestyle and are committed to supporting this development. We look forward to collaborating with the city council and developers to ensure its success.

Thank you for considering our support.

Sincerely,

Alberto Gomez

Alberto Gomez
Board President
Cold Springs Homeowner Association

Ambrose Longstreet
Vice President, Crystal Springs Neighborhood Association
1652 Turtle Bay Loop
Crystal Springs Neighborhood
Leander, TX 78641
April 9, 2024

City Council
City of Leander
200 W. Willis St.
Leander, TX 78641

Dear City Council Members,

On behalf of the Crystal Springs Neighborhood Association, I write to express our support for the proposed development at 10880 Crystal Falls Parkway. We recognize that a variance is required to accommodate the restaurants that will be serving alcohol on the site due to the proximity to the middle and high schools across Crystal Falls Parkway. We are supportive of a variance for this purpose and believe this development aligns with the desires of the City of Leander and the Crystal Springs Neighborhood for a vibrant community hub.

We are excited about the potential improvements to our community's lifestyle and are committed to supporting this development. We look forward to collaborating with the city council and developers to ensure its success.

Thank you for considering our support.

Sincerely,

Ambrose Longstreet
Vice President
Crystal Springs Neighborhood Association



100 N. BRUSHY | LEANDER | TX | 78641

4/4/2024

To Whom It May Concern,

This letter is to confirm the full support of the Leander Chamber of Commerce & Visitors Center in regard to the development project at 10880 Crystal Falls. This project will substantially benefit the City of Leander and generate a significant enhancement to the City's tax base.

The plan is ideal for that location and fits perfectly with our desires to grow our commercial sector, bring restaurants, and shopping to the Leander community.

If you require any additional information regarding our position on this project, please feel free to contact me at 512-259-1907.

Sincerely,

Bridget L. Brandt

President & CEO

From: [Isaac Turner](#)
To: [Robin Griffin](#)
Subject: FW: FW: Crystal Falls TABC Application
Date: Tuesday, April 16, 2024 7:53:39 AM
Attachments: [image001.png](#)

FYI

From: Isaac Turner
Sent: Tuesday, April 16, 2024 7:53 AM
To: 'Bruce Gearing' <bruce.gearing@leanderisd.org>
Subject: RE: FW: Crystal Falls TABC Application

Thank you, Sir.

From: Bruce Gearing <bruce.gearing@leanderisd.org>
Sent: Tuesday, April 16, 2024 6:17 AM
To: Isaac Turner <iturner@leandertx.gov>
Subject: Re: FW: Crystal Falls TABC Application

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Isaac,

Yes, LISD is opposed to any application which sells alcohol within the established limit.

Bruce Gearing, Ed.D.
Superintendent
Leander ISD

Futuristic. Strategic. Learner. Ideation. Achiever.

On Mon, Apr 15, 2024 at 11:00 AM Isaac Turner <iturner@leandertx.gov> wrote:

Bruce,

Thank you for the response below. Based on the comments below and to clarify LISD's position to the City Council, is LISD opposed to the TABC application?

Thank you,
Isaac

From: Bruce Gearing <bruce.gearing@leanderisd.org>

Sent: Friday, April 12, 2024 6:18 PM

To: Isaac Turner <iturner@leandertx.gov>

Subject: Re: FW: Crystal Falls TABC Application

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Isaac,

I have forwarded you the email strong with Lissa Adams. I am firm that we will not endorse the sale of alcohol within the limits set. Thank you for your continued support of LISD.

Regards,

Bruce Gearing, Ed.D.
Superintendent
Leander ISD

Futuristic. Strategic. Learner. Ideation. Achiever.

On Fri, Apr 12, 2024 at 1:35 PM Isaac Turner <iturner@leandertx.gov> wrote:

Good afternoon Bruce,

Below is the email (see the yellow highlight) string I referenced in the voice mail I left you. Would you please call me as soon as you are able.

Thank you,
Isaac

From: Robin Griffin <rgriffin@leandertx.gov>

Sent: Friday, April 12, 2024 1:24 PM

To: Isaac Turner <iturner@leandertx.gov>
Subject: FW: Crystal Falls TABC Application

Hi Isaac,

Below, please find the email we discussed.

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

Thanks,

Robin M. Griffin, AICP

Executive Director of Development Services | City of Leander
PO Box 319, Leander TX 78641
512-528-2763 | rgriffin@leandertx.gov

From: Craig Friedson <cfriedson@topo-dg.com>
Sent: Thursday, April 11, 2024 9:05 AM
To: Robin Griffin <rgriffin@leandertx.gov>
Subject: RE: Crystal Falls TABC Application

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

We have reached out to LISD and understand that it is their policy not to endorse TABC applications, but got the indication they were not opposed and indicated that in our letter. We did not want to force them to go on the record if they were not required to. Could you give me a call to discuss at your convenience?



CRAIG FRIEDSON
VP OF DEVELOPMENT

O: +1 512 416 1234 C: +1 301 704 9047

[701 S. Lamar, Ste. C Austin, TX 78704](mailto:cfriedson@topo-dg.com)
www.topo-dg.com

"Click here to check out [TOPO's portfolio](#)!"

From: Robin Griffin <rgriffin@leandertx.gov>
Sent: Wednesday, April 10, 2024 4:20 PM
To: Craig Friedson <cfriedson@topo-dg.com>
Subject: RE: Crystal Falls TABC Application

[External Email]

Use caution before opening links or attachments.

- Helpdesk

Thanks Craig! We are reviewing the submittal. Did you provide anything from LISD?

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

Thanks,

Robin M. Griffin, AICP

Executive Director of Development Services | City of Leander
PO Box 319, Leander TX 78641
512-528-2763 | rgriffin@leandertx.gov

From: Craig Friedson <cfriedson@topo-dg.com>
Sent: Wednesday, April 10, 2024 2:38 PM
To: Robin Griffin <rgriffin@leandertx.gov>
Subject: Crystal Falls TABC Application

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Robin-

I have sent this package along and wanted to make sure your received it because it is large and have not heard back. Can you confirm and give me a call to discuss next steps at your earliest convenience?

Thank you in advance,

Craig

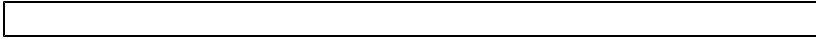
CRAIG FRIEDSON
VP OF DEVELOPMENT

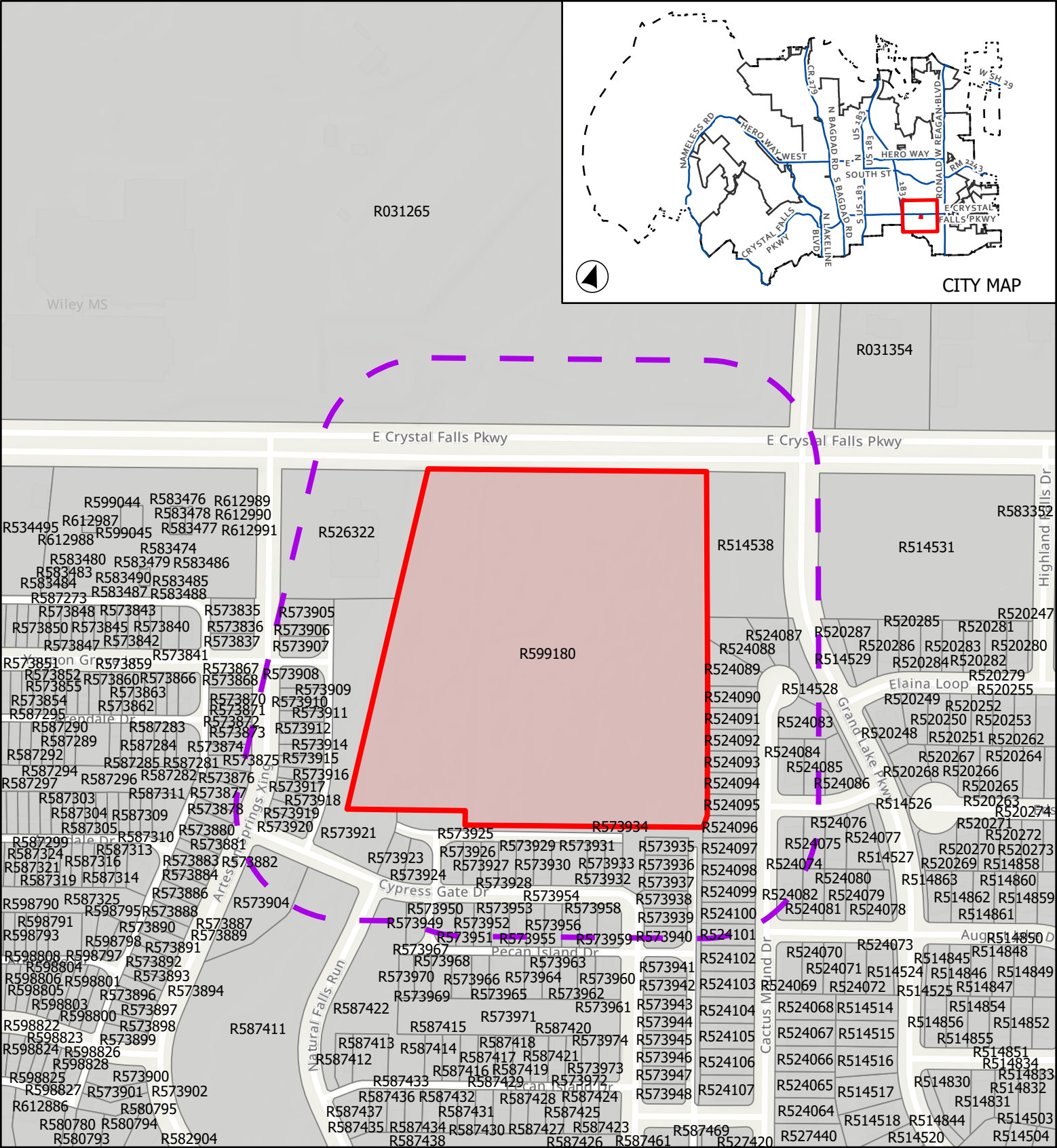
O: +1 512 416 1234 C: +1 301 704 9047



[701 S. Lamar, Ste. C Austin, TX 78704](#)
www.topo-dg.com

"Click here to check out [TOPO's portfolio!](#)"





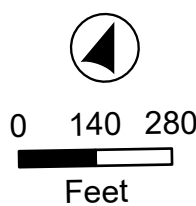
R599180

ATTACHMENT 2

CRYSTAL FALLS
MIXED USE DEVELOPMENT

Location Map

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



City Limits

ETJ Boundary

Subject Boundary

Notification Buffer

Page 95 of 648

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER GRANTING A VARIANCE TO THE PROHIBITION AGAINST THE SALE OF ALCOHOIC BEVERAGES WITHIN 300 FEET OF A CHURCH, PUBLIC OR PRIVATE SCHOOL, OR PUBLIC HOSPITAL; ESTABLISHING CONDITIONS FOR THE VARIANCE; PROVIDING FOR OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Section 4.06.005 of the City of Leander (the “City”) Code of Ordinances (the “Code”) prohibits the sale of alcoholic beverages within 300 feet of a church, public or private school, or public hospital (the “Regulation”); and

WHEREAS, Section 4.06.05 of the Code and Section 109.33(e) of the Texas Alcoholic Beverage Code provide that the City Council may allow a variance to the Regulation if the City Council determines that enforcement of the Regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the court or governing board, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community; and

WHEREAS, by letter dated April 8, 2024, the TOPO Development Group (the “Applicant”) applied for a variance to the Regulation to allow for the sale of alcoholic beverages in a restaurant that the Applicant plans to construct on the property described in **Exhibit A** (the “Property”) and lease to third parties, which is located within 300 feet of public schools and a future church; and

WHEREAS, the Property is located within the Crystal Falls Mixed Use Development, which is proposed to be developed with a mix of retail, office, and restaurant uses; and

WHEREAS, the City Council considered the application at a public meeting held on May 2, 2024; and

WHEREAS, the City Council hereby finds and determines that enforcement of the prohibition in this particular instance creates an undue hardship on the applicant and future tenants for a license or permit and constitutes waste or inefficient use of land; and

WHEREAS, the City Council further finds that conditions placed on the variance herein are reasonable and necessary for the best interest of the community;

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

Section 1. Findings of Fact. 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. Variance Granted; Conditions of the Variance.

- (a) A variance from the Regulation is hereby granted for an establishment that meets the definition of a “restaurant,” as such term is defined below, that is located on the Property; provided that the following conditions must be met at all times that alcoholic beverages are sold on the Property:
- (1) Bar hours shall not operate outside of the restaurant hours.
 - (2) No outdoor signage advertising alcohol is allowed.
 - (3) The portion of the restaurant designated for use as a bar shall not exceed twenty-five percent (25%) of the total square footage of the restaurant.
 - (4) The variance applies only to the holder of a Food and Beverage Certificate.
- (b) The variance runs with the land and applies to any owner or tenant of the Property, as the owner or tenant may change from time to time; provided that such person complies with the conditions set forth in Section 2(a).
- (c) Failure to comply with the conditions set forth in Section 2(a) results in immediate suspension of the variance.
- (d) The terms “restaurant” and “bar” when used in this Ordinance shall be defined as follows:
- (1) A Restaurant shall be defined as an establishment engaged in the preparation and retail sale of food and beverages for primarily on-premises sale or consumption. This term includes facilities typically referred to as diners, cafes, cafeterias, dinner-houses, coffee shops, bakeries, and ice cream parlors, but does not include fast food restaurants or drive-through services. For restaurants licensed to serve alcoholic beverages, the gross receipts for alcoholic beverages shall not exceed sixty percent (60%) of the total gross receipts.
 - (2) A bar shall be defined as that portion of the establishment in which alcoholic beverages will be stored, prepared, displayed, and served (or delivered to servers for service) in accordance with the Texas Alcoholic Beverage Code. The bar shall only include that area dedicated to the storage, preparation, and display of alcoholic beverages (excluding any back of house storage) and the bar or counter space surrounding such area.

Section 3. 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 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code*.

PASSED AND APPROVED this the _____ day of _____, 2024.

ATTEST:

City of Leander, Texas

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision No. 1 on nine (9) parcels of land approximately 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

BACKGROUND:

This request is the first step 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:

09/14/2005 – Annexed
08/17/2022 – Annexed
04/20/2023 – Concept Plan Approved
04/25/2024 – Planning & Zoning Commission
05/02/2024 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

BGE, Inc. (John Kim) on behalf of Forestar (USA) Real Estate Group, Inc. (Andrew D. Harris)

RECOMMENDATION:

The previously approved concept plan included one hundred forty-six (146) single-family lots on 294.20 acres and one (1) commercial lot on 14.09 acres. This proposal includes two hundred fourteen (214) single-family lots on 294.204 acres and one (1) commercial lot on 14.084 acres. Staff recommends approval of this request. The Planning & Zoning Commission recommended approval during the April 18, 2024 meeting. The City Council held a public hearing during the May 2, 2024 meeting. Due to a typo on the agenda, action was delayed until the following meeting of May 16, 2024.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. CP-23-0027 Att 1 Concept Plan - Sullivan Tract
2. CP-23-0027 Att 2 Location Map - Sullivan Tract

SUMMARY NOTES

OWNER:	FORESTAR (USA) REAL ESTATE GROUP, INC. 10700 PECAN PARK BLVD, SUITE 150 AUSTIN, TEXAS 78750 (512) 433-5229
DEVELOPER:	FORESTAR (USA) REAL ESTATE GROUP, INC. 10700 PECAN PARK BLVD, SUITE 150 AUSTIN, TEXAS 78750 (512) 433-5229
ENGINEER:	BGE, INC., TBPE F-1046 101 W. LOUIS HENNA BLVD, SUITE 400 AUSTIN, TEXAS 78728 (512) 879-0400
PROJECT AGENT:	BGE, INC., TBPE F-1046 101 W. LOUIS HENNA BLVD, SUITE 400 AUSTIN, TEXAS 78728 (512) 879-0400
SURVEYOR:	BGE, INC., TBPE F-1046 101 W. LOUIS HENNA BLVD, SUITE 400 AUSTIN, TEXAS 78728 (512) 879-0400

SUBMITTAL DATE:

SUBMITTED: SEPTEMBER 12, 2023

ZONING:

THE PROPERTY IS CURRENTLY ZONED SFR AND LOCATED IN THE CITY OF LEANDER. THE FOLLOWING ZONING DESIGNATIONS ARE PROPOSED FOR THIS SITE:

- SINGLE-FAMILY RURAL (SFR-2-B)
- LOCAL OFFICE (LO-2-B)

FUTURE LAND USE:

THIS PROPERTY IS LABELED AS NEIGHBORHOOD RESIDENTIAL AND MULTI-USE CORRIDOR ON THE LEANDER FUTURE LAND USE MAP.

PROPOSED LAND USE:

THIS PROPERTY IS 308.288 ACRES

TOTAL LOTS: 215	308.288 ACRES
NO. OF SINGLE FAMILY HOMES: 214	294.204 ACRES
NO. OF COMMERCIAL LOTS: 1	14.084 ACRES

ADDITIONAL NOTES:

- BASED ON ITE TRIP GENERATION RATES FOR SINGLE-FAMILY HOMES, A RETAIL PLAZA, AND A MEDICAL OFFICE, THE CALCULATED TRAFFIC COUNT IS 2,868 DAILY TRIPS. A FEE-IN-LIEU OF A TIA HAS BEEN APPROVED FOR THIS DEVELOPMENT.
- NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48491C0435F FOR WILLIAMSON COUNTY, EFFECTIVE 12/20/2019.
- THE PROPOSED SUBDIVISION COMPLIES WITH THE TRANSPORTATION CRITERIA MANUAL STREET DESIGN STANDARDS.
- FUTURE LAKELINE BOULEVARD WILL HAVE A 100' ROW WITH 10' SIDEWALKS ON BOTH SIDES. ONE HALF OF THE REQUIRED ROW SHALL BE DEDICATED WITH THIS DEVELOPMENT.
- BAGDAD ROAD WILL BE A 6 LANE ARTERIAL ROAD WITH A 126' ROW WITH 10' SIDEWALKS ON BOTH SIDES. ONE HALF OF THE REQUIRED ROW SHALL BE DEDICATED WITH THIS DEVELOPMENT.
- ALL BOUNDARY STREET IMPROVEMENTS AND ROADWAY ADEQUACY STANDARDS SHALL BE FOLLOWED FOR ALL IMPROVEMENTS, AS PER CITY OF LEANDER ORDINANCES ARTICLE 10.03.
- THE LATEST CITY OF LEANDER TRANSPORTATION POLICY SHALL BE FOLLOWED.
- THE LATEST CITY OF LEANDER DRAINAGE POLICY SHALL BE FOLLOWED.
- TCEQ GUIDELINES FOR WATER QUALITY TREATMENT SHALL BE FOLLOWED.
- WASTEWATER DEMAND: 221 LUE.
- WATER DEMAND: 221 LUE. ANTICIPATED CONNECTION TO AN EXISTING 16" WATERLINE ALONG BAGDAD ROAD.
- CONCEPT PLAN IS BEING REVISED TO INCREASE FROM 152 TO 214 RESIDENTIAL LOTS.



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. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE ADN PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

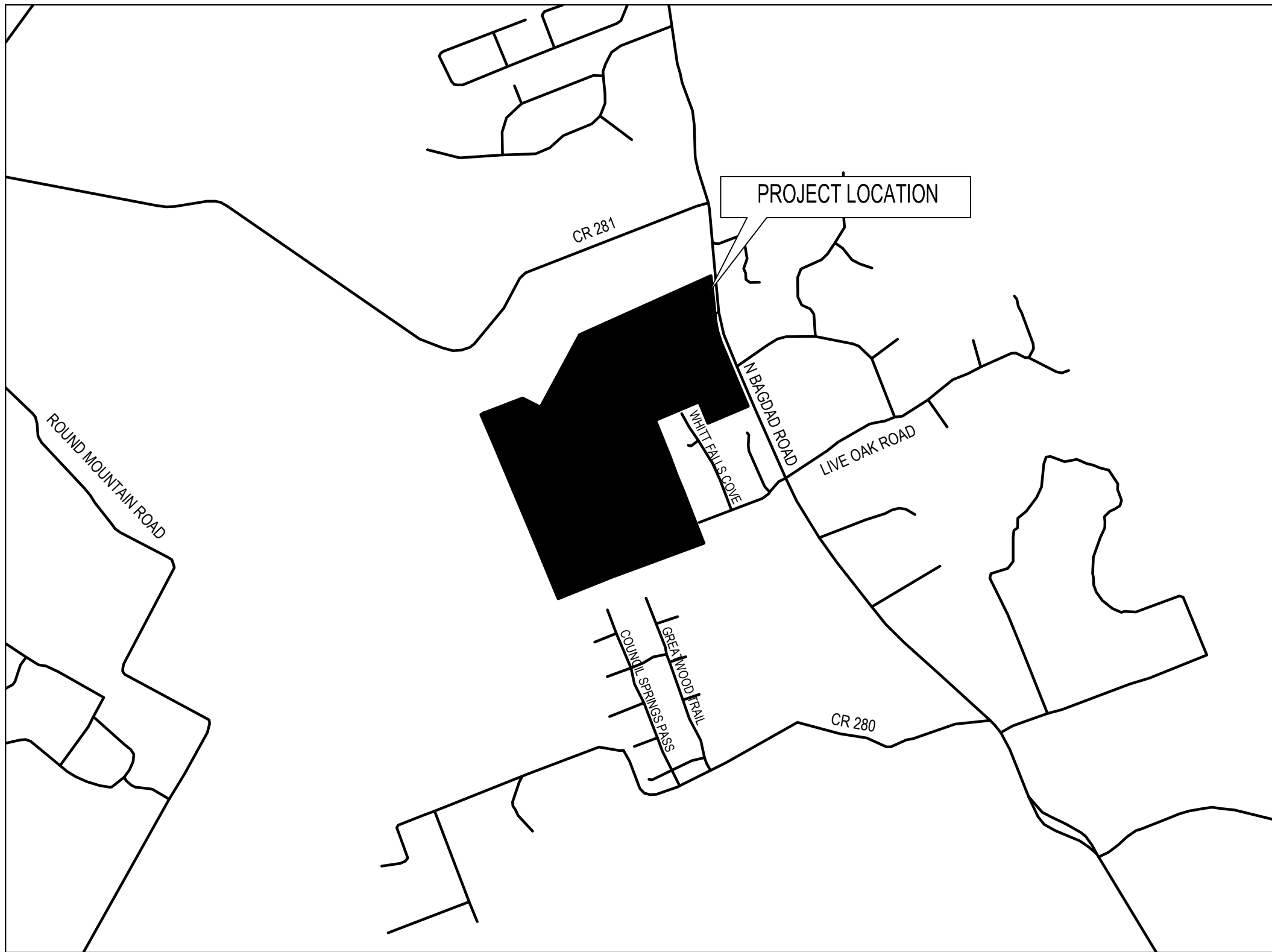
SULLIVAN TRACT

CONCEPT PLAN REVISION #1

PROJECT NUMBER: CP-23-0027

VICINITY MAP:

SCALE: 1" = 2000'



Sheet List Table

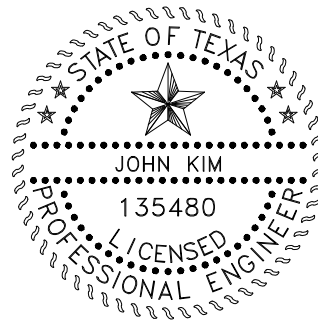
Sheet Number	Sheet Title
1	COVER SHEET
2	CONCEPTUAL SITE LAYOUT AND LAND USE PLAN & CONCEPT PLAN
3	PHASING PLAN
4	PARK PLAN EXHIBIT

ENGINEER'S CERTIFICATION:

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLANS SUBMITTED HERewith, AND THAT ALL INFORMATION SHOWN HERON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLANS COMPLY WITH THE CITY OF LEANDER CODES AND ORDINANCES.

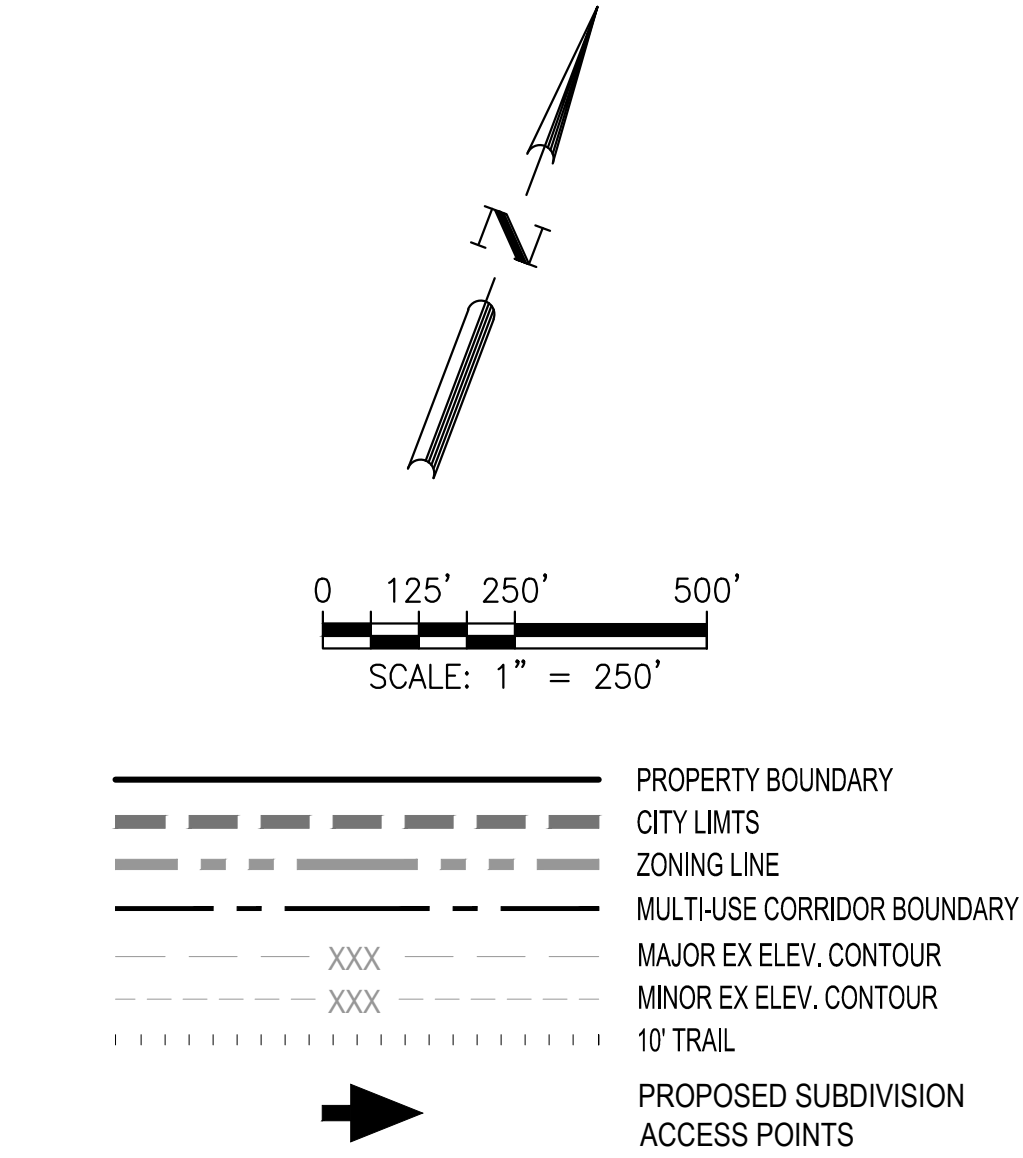
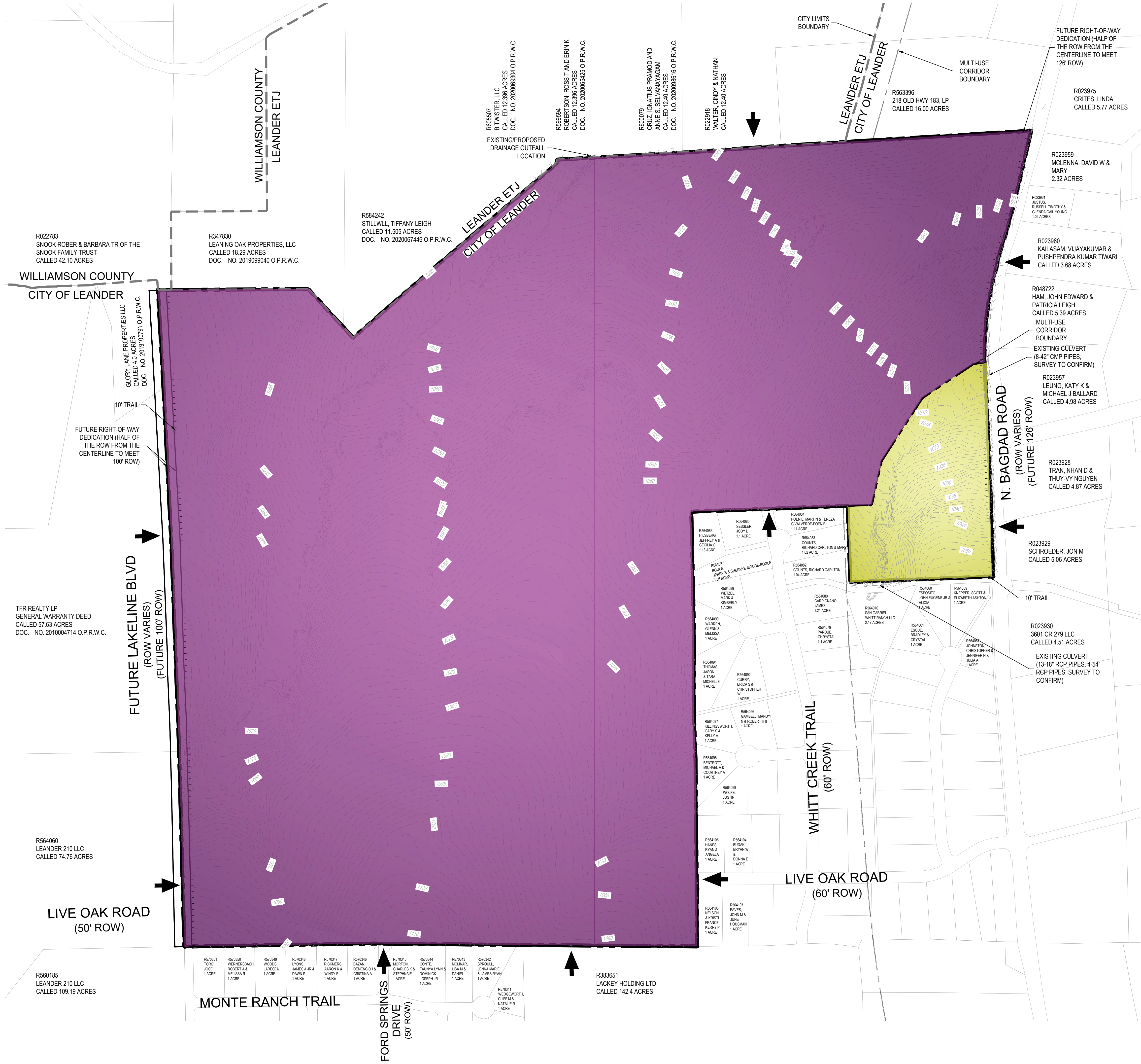
WITNESS MY HAND THIS 18 DAY OF APRIL

John Kim
JOHN KIM, P.E.



BGE, Inc.
101 W LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

SHEET 1 OF 4



- NOTES
- SUBDIVISION WILL BE SERVICED BY AN ON-SITE SEWAGE TREATMENT SYSTEM.

DEVELOPMENT TABLE							
LOT TYPE	NO. OF LOTS	AREA (AC)	DENSITY (LOTS/AC)	LUES	ADT (TRIPS)	SITE COMPONENT	ARCH COMPONENT
SFR	214	294.204	0.73	214	2,032	2	B
LO	1	14.084	0.07	7	836	2	B
TOTAL	215	308.288		221	2868		

DESIGNED BY:
REVIEWED BY:
DRAWN BY:

BGE INC.
101 W. DUSTY HENNA BLVD
AUSTIN, TX 78728
TEL: 512-875-0400 www.bgeinc.com
TBEPE Registration No. F-1946

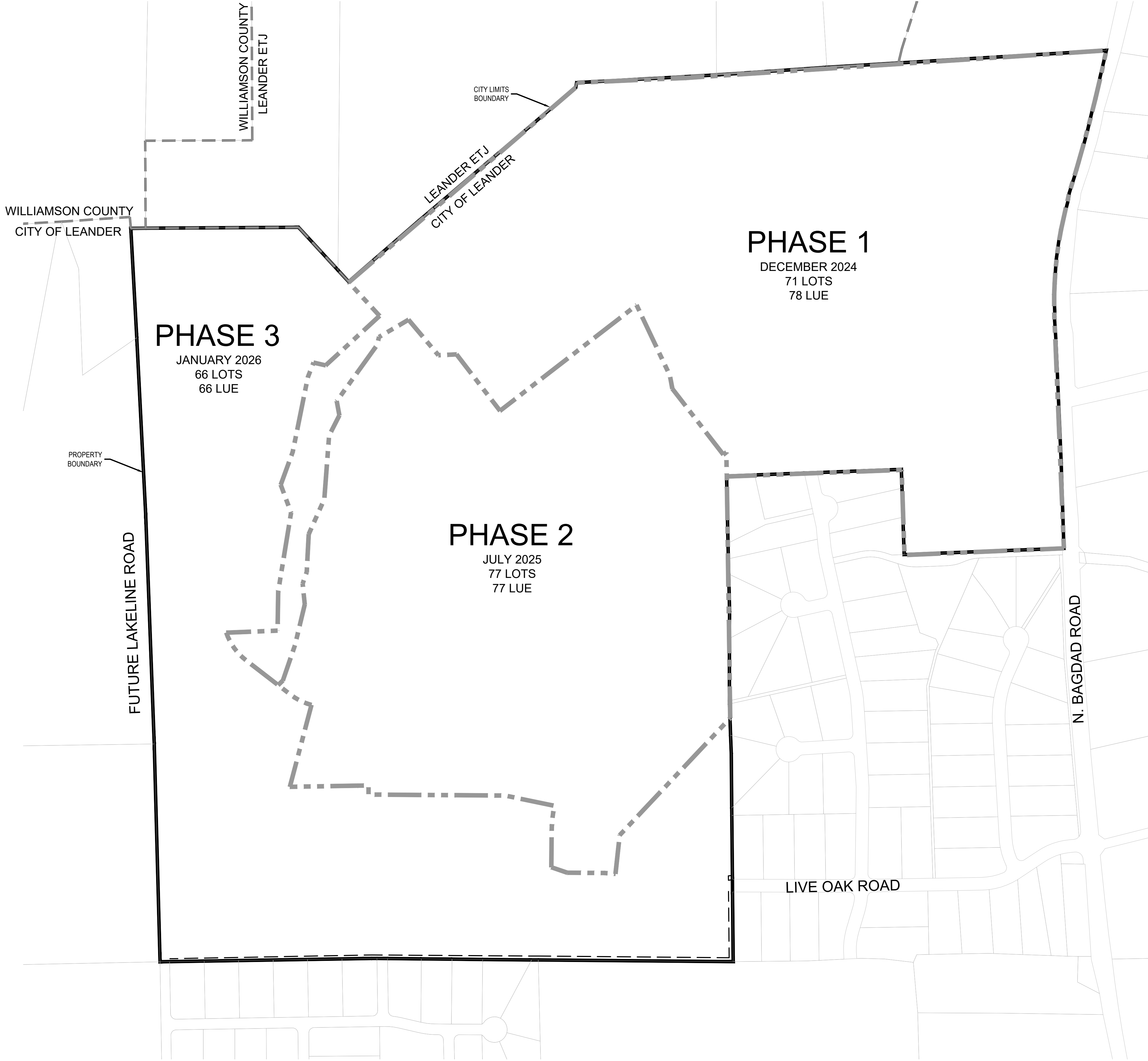
SULLIVAN TRACT

CONCEPTUAL SITE LAYOUT AND LAND USE
PLAN & CONCEPT PLAN

STATE OF TEXAS
JOHN R. W.
135480
LICENSED PROFESSIONAL ENGINEER
4/18/2024

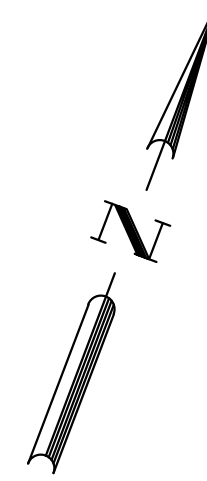
SHEET
2 OF 4

APR
DATE
DESCRIPTION
REV

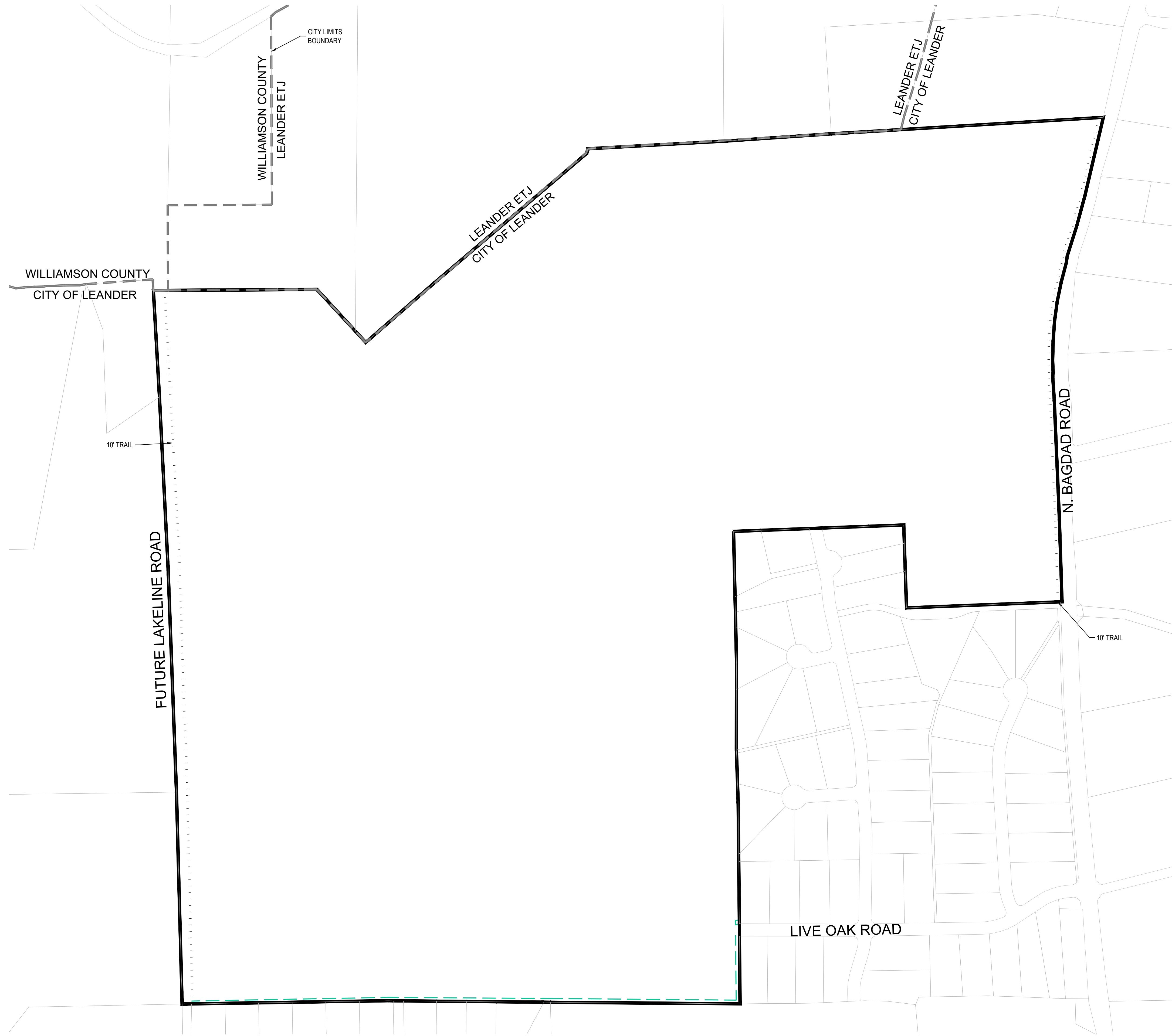


1. PHASES SHALL NOT BE UNDER CONSTRUCTION OR REVIEW CONCURRENTLY AND ONLY ONE PHASE MAY BE PROCESSED PER YEAR.

 PROPERTY BOUNDARY
 CITY LIMITS
 PHASING BOUNDARY



	SULLIVAN TRACT PHASING PLAN	 BGE, Inc. 101 W LOUIS HEINNA BLVD AUSTIN, TX 78728 TEL: 512-292-5400 • www.bgeinc.com T&E Registration No. T-1246	△	
			△	
			△	
			△	
			△	
		REV	DESCRIPTION	DATE
DESIGNED BY:				
REVIEWED BY:				
DRAWN BY:				



PROPERTY BOUNDARY
CITY LIMITS
10' TRAIL
PROPOSED PARKLAND

LOT TYPE	NO. OF LOTS
SFR	214
TOTAL	214

NOTES

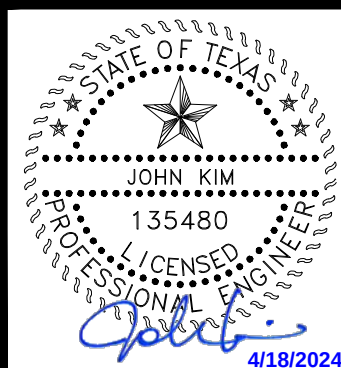
1. THERE WILL BE NO PARKLAND AREAS DEDICATED FOR THIS DEVELOPMENT. A FEE IN-LIEU OF \$310,300 WILL BE PAID TO MEET PARKLAND DEDICATION REQUIREMENTS.
2. PARK IMPROVEMENT FEE IS BASED ON THE BASIS OF \$400 PER DWELLING UNIT.
3. ALL PROPOSED PARK IMPROVEMENTS WILL MEET CITY PARK AND FACILITY EQUIPMENT STANDARDS AND U.S. CONSUMER PRODUCTS SAFETY COMMISSION - PUBLICATION 325.

LAND DEDICATION: (3.50 ACRES PER 100 DWELLING UNITS) + PARK IMPROVEMENTS FEE (\$400 PER DWELLING UNIT)

214 DWELLING UNITS / 100 x 3.50 = 7.49 REQUIRED PUBLIC PARK ACREAGE

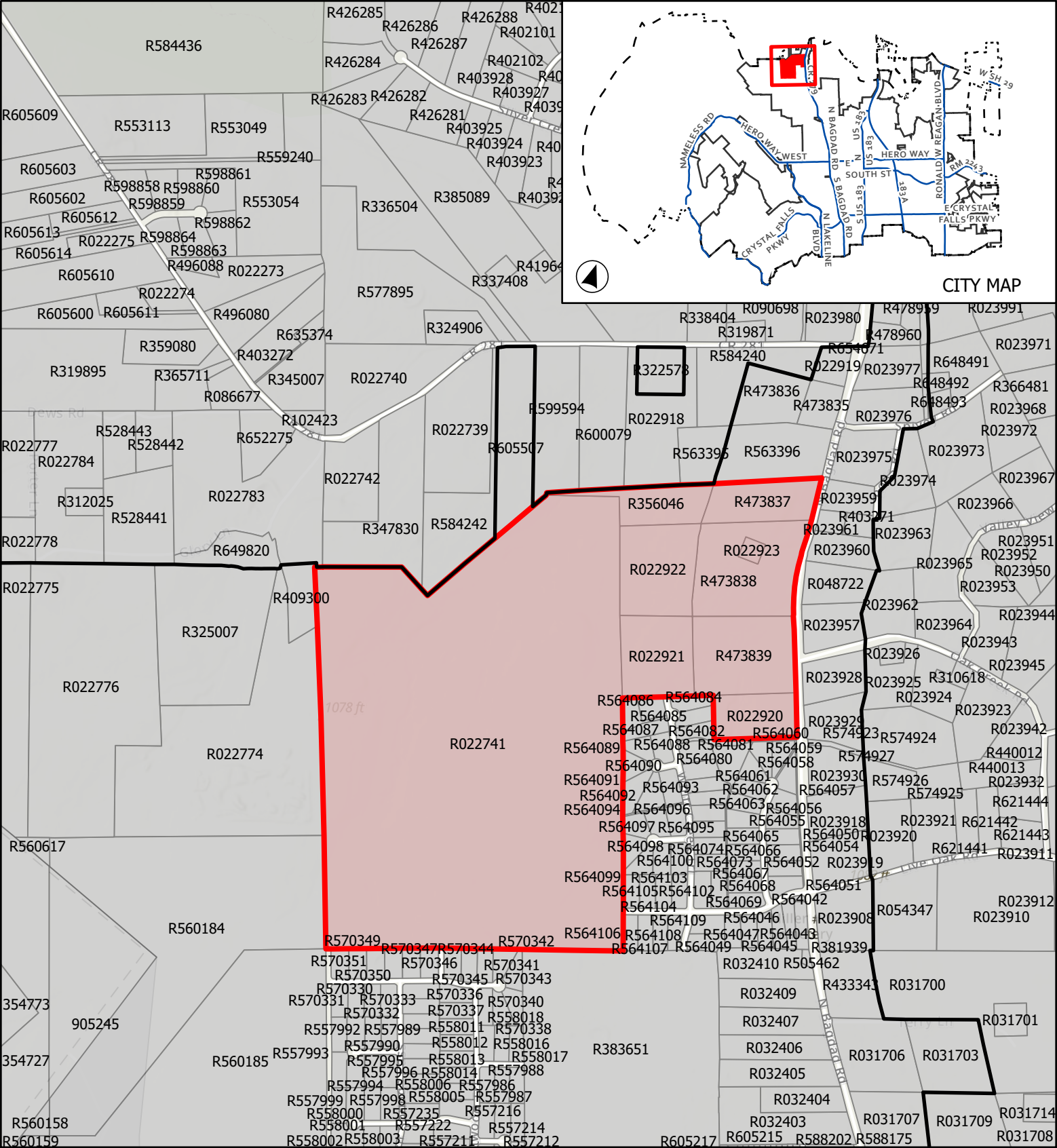
214 DWELLING UNITS x \$400 = \$85,600 PROPOSED PARK IMPROVEMENTS FEE

PARK LAND PLAN PROPOSAL TABLE							
NO. OF LOTS	PARKLAND REQUIRED	PARKLAND PROPOSED	FLOODPLAIN ACRES/ SLOPE	ACRES CREDITED	PARK ACRE SURPLUS/ DEFICIT	PARKLAND FEE IN-LIEU VALUE	RECREATION IMPROVEMENT FEE
214	7.49 AC	0.00 AC	N/A	0.00 AC	7.49 AC	\$310,300	\$85,600



SULLIVAN TRACT

PARK PLAN EXHIBIT



CASE: CP-23-0027

ATTATCHMENT 2

**SULLIVAN TRACT
REVISION #1**

Location Map



-  City Limits
-  Subject Boundary

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.

0 500 1,000

Feet

Page 105 of 648



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-22-0036 Travisso Phase 4, Sections 9 and 10 Final Plat; more particularly described by Travis Central Appraisal District Parcel 353024, generally located south of the intersection of Sondrio Bend and Forenza Trace, Leander, Travis County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Travisso Phase 4, Sections 9 & 10 Final Plat application. Article II, Section 24 (g) includes the following provisions.

(g) Application Expiration.

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

HISTORY/TIMELINE:

02/24/2022 - Preliminary Plat Approved

08/26/2023 - Final Plat Application Expired, Staff Extension Granted

02/26/2024 - Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

Pape-Dawson Engineers, Inc. (Aimee Chavez) on behalf of Travisso, Ltd. (Mark Berman)

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 26, 2024 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

Fiscal Impact

Attachments:

1. FP-22-0036 Att 1 Request Letter - Travisso Phase 4, Sections 9 & 10 Extension
2. FP-22-0036 Att 2 Location Map - Travisso Phase 4, Sections 9 & 10 Extension
3. FP-22-0036 Att 3 Ordinance - Travisso Phase 4, Sections 9 & 10 Extension

April 30, 2024

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

RE: Travisso Phase 4, Sections 9 & 10 Final Plat (FP-22-0036)
Expiration Extension Request Letter

Dear Council:

The Travisso Phase 4, Sections 9 & 10 Final Plat (FP-22-0036) received initial comments from the City of Leander on December 28th, 2022 with an expiration date of August 26th, 2023.

An extension was then granted for an additional six months with a new expiration date of February 26th, 2024.

Due to delays in the LCRA review and the floodplain review of a LOMR related to this project, we request an additional six month extension on the Travisso Phase 4, Sections 9 & 10 Final Plat expiration date to August 26th, 2024.

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

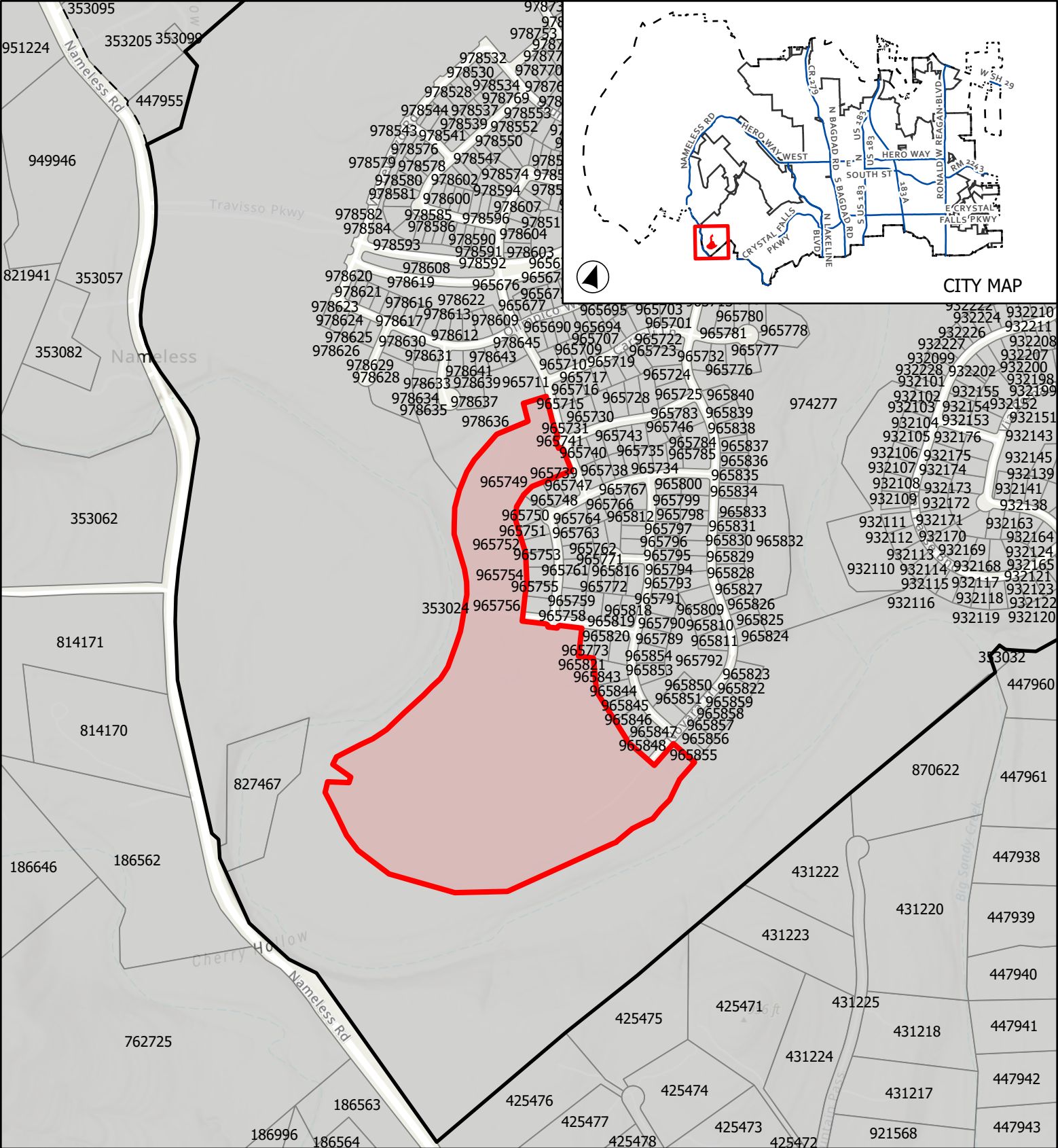
Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration #470



Michael S. Fisher, P.E.
Senior Vice President



H:\Projects\508\92\45\216 Final Plat\Documents\Plan Processing\City\240430 Extension\240430 Travisso Phase 4, Sections 9 & 10 - Final Plat Extension Letter.docx



CASE: FP-22-0036

ATTATCHMENT 2

TRAVISSO PH 4, SEC 9 & 10

Location Map

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



0 325 650

Feet

-  City Limits
 ETJ Boundary
 Subject Boundary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN
EXTENSION OF THE EXPIRATION OF THE FINAL PLAT
APPLICATION FOR THE TRAVISSO PHASE 4, SECTIONS 9 & 10
SUBDIVISION.**

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

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

WHEREAS, the Planning Department granted one six (6) month extension for the final plat application (the “Final Plat Application”) which expired on or about February 26, 2024;

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

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Final Plat Application to August 26, 2024. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before to August 26, 2024, the Final Plat Application shall expire.

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

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

PASSED AND APPROVED on First Reading this the 16th day of May, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of a bid from 5 Star Civil for oversizing the waterline from an 8-inch to a 16-inch waterline according to the terms in the Leander Estates Subdivision Development Agreement in amount of \$146,079.34; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On May 2, 2024, the City Council approved a development agreement with Leander 210, LLC for Leander Estates Subdivision. This agreement specified that the city would reimburse the cost for oversize water utility lines requested by the city. The reimbursable expenses are for the incremental cost of oversizing an 8-inch PVC water line to a 16-inch PVC water line. The Developer shall be entitled to reimbursement for City Cost Participation subject to the provisions and limitations set forth in the attached Agreement.

The engineer is required to submit a recommendation with the bid tabs for the reimbursable expenses in accordance with the development agreement. City staff reviewed the bids and found them acceptable for reimbursement.

The submitted reimbursable expense for the development recommended bid by 5 Star is \$146,079.34 for oversizing the water line.

The reimbursement for this expense will be made by rebating 100% of the water impact fees as future users connect to the lines until the full reimbursable expenses are paid as outlined in the development agreement.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the approval of the reimbursable amount of \$146,079.34 for the water line oversizing by rebating the water impact fees at a 100% rate until the total amount is reached.

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	\$146,079.34
<u>Approved in current budget (Yes / No):</u>	Yes

Expenditure (New / Amended):

Amended

Recurring or one-time:

One-Time

Fund source (Operating / Utility / etc.):

Utility - Water impact fees

Attachments:

1. Leander Estates - Development Agreement 05.02.2024
2. Letter of Recommendation

DEVELOPMENT AND COST PARTICIPATION AGREEMENT FOR PUBLIC IMPROVEMENTS FOR LEANDER ESTATES SUBDIVISION

This Development and Cost Participation Agreement for Public Improvements for the Leander Estates Subdivision (the "Agreement") is made, entered into, and effective as of the 2 day of May, 2024 (the "Effective Date") by the City of Leander, Texas, a Texas home-rule city (the "City"), and Leander 210, LLC, a Texas limited liability company (the "Developer"). The City and the Developer are herein referred to together as the "Parties".

Recitals

Whereas, the Developer is constructing public improvements, including an offsite waterline, internal waterlines, related water infrastructure, drainage infrastructure, and internal subdivision streets, that will be dedicated to the City for ownership, maintenance and operation after completion of the public improvements in accordance with the City's regulations (the "Public Improvements") in connection with the development of Leander Estates Subdivision which is being developed for 171 single-family residential units (the "Development") located on that certain tract of land described in Exhibit A and attached hereto and incorporated herein for all purposes (the "Property");

Whereas, the Developer is required to construct an eight inch (8") waterline to serve the Development;

Whereas, the City desires to contract with the Developer to oversize the waterline to a sixteen inch (16") waterline and to pay the cost of oversizing the eight inch (8") waterline as provided in this Agreement;

Whereas, the City and Developer desire to establish the payment of roadway impact fees and a roadway adequacy payment relating to the Development; and

Whereas, this contract is made pursuant to Subchapter C, Texas Local Government Code;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

Article I. Recitals; Consideration

1.01 Recitals. The foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02 Consideration. The benefits to the Parties, being the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Article II. Water Line Project

2.01 Water Line Project. The water line project consists of the construction, installation, and extension of approximately 2,874 linear feet of water line, oversized from eight inches (8") to sixteen inches (16") in diameter, along the routes approved by the City and generally shown in Exhibit B (the "Water Line Project"). For the sake of clarity, the CR 280 portion of the Water Line Project will be constructed during Phase 1 construction and the Lakeline portion of the Water Line Project will be constructed during Phase 2 construction, as more particularly described on Exhibit B. The Water Line shall be referred to as the "Project" or the "Water Line Project", and shall also include the water line, encasement, and those facilities and equipment required for the water line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, the construction plans approved by the City (the "Construction Plans"), and good design and engineering practices. In the event of a conflict

between the description of the Water Line Project in this Agreement and the Construction Plans, the Construction Plans shall control.

2.02 Timely Completion. The Developer shall complete and obtain City acceptance of each portion of the Project within the timeframe required for completion and acceptance of subdivision improvements by the City's subdivision regulations. No final plat of land of Phase 1 or Phase 2 of the Property will be recorded until the corresponding portion of the Project for each phase is completed by the Developer and accepted by the City or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the Project. The Project shall be designed and constructed in accordance with the approved Construction Plans, this Agreement, applicable local, state, and federal regulations, and good design and engineering practices.

Article III. Project Engineer; Contract for the Project

3.01 Bidding the Project. The City shall participate in the cost of constructing the Project under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in this Agreement. Developer shall enter into a contract for construction of the Public Improvements, which shall include the Project. Prior to entering such contract, the Developer shall solicit private bids for the Water Line Project based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to the City. Prior to bidding the Project, the Developer shall provide the City Engineer with a copy of the documents soliciting bids. The City Engineer will review the description of the Project for compliance with this Agreement. The Developer shall make any changes to the bid documents reasonably required by the City Engineer. The Project private bids will be stated or quoted as follows: The bids for the Water Line Project shall be solicited with an alternate bid being required for an eight inch (8") water line ("Alternate #1") and a sixteen inch (16") water line ("Alternate #2"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project. The bids for the Water Line Project shall also solicit alternative bids for the use of PVC pipe and ductile iron for each Alternate #1 and Alternate #2. The decision to use PVC or ductile iron for the Water Line Project will be made by the City Engineer based on the City Engineers professional opinion and the specifications and plans. Materials shall be chosen based on the best value available at the time of bid. The responsive bids must clearly demonstrate the amount bid for the Water Line Project separate from the Public Improvements and any other improvements included in the contract.

3.02 City Review of Bids. The City Engineer shall evaluate the bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City. Within ten (10) business days of the City's receipt of the bids, the City Engineer will notify Developer of his/her decision on whether to recommend to the City Council approval or rejection of the bids and whether the City elects to proceed with the oversizing of the Project and the pipe material that will be required. If the City participates in oversizing of the Project, the City shall select the type of pipe that will be used for the Project based on the bids submitted and the Developer shall install the pipe selected by the City. If the City Engineer recommends approval of the bid, then the approval of the bid will be placed on the next available City Council agenda for action, not to exceed sixty (60) business days from the date the City received the bids. In the event that the Reimbursable Costs exceed thirty percent (30%) of the cost of the Public Improvements, the Developer shall be required to competitively bid the Water Line Project in accordance with state law.

3.03 Payment and Performance Bonds Required. The Developer shall execute payment and performance bonds to ensure completion of the Project and payment of subcontractors. The bonds shall be for the full cost of constructing the Project as reflected in the bids approved by the City, shall be in a form acceptable to the City, and shall comply with Chapter 2253, Texas Government Code. The Developer shall provide original, sealed, and complete copies of the executed bonds prior to the commencement of work. Copies of the bonds shall be incorporated herein by reference as a part of this Agreement. The bonds shall

comply with and be governed by the City's ordinances that govern fiscal security for subdivision improvements.

3.04 Contracting for Project. After the City Council's approval, Developer will contract for the construction of the Project.

Article IV. Cost of the Project; Reimbursable Costs

4.01 Project Facilities Costs and Expenses. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and construction of the Project and shall be entitled to payment for a portion of the Project, as provided in Article VI below, of one hundred percent (100%) of the Reimbursable Costs (defined in Section 4.02 below) from the City, based on the oversizing of the Project, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate, payment, or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property, unless otherwise noted in this Agreement, except that that Developer shall receive payment from the City of the Reimbursable Costs as provided for herein.

4.02 Reimbursable Costs. The "Reimbursable Costs" for the Project shall be the algebraic difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2. In the event that the City Council approves the bid for the oversizing of the Project (Alternate #2), the City Council will make a specific finding to define the specific amount of the Reimbursable Costs at the same City Council meeting. The anticipated Reimbursable Costs are expected to be approximately \$250,540. In the event that the City Council approves the bid for the oversizing of the Water Line Project (Alternate #2), the City Council will make a specific finding to define the specific amount of the Reimbursable Costs at the same City Council meeting, which shall not exceed 30% of the costs of the Public Improvements.

4.03 Project Cost Overruns. To the extent the actual costs of the Project exceed the costs included in the bids approved by the City under Article III of this Agreement, the Developer may request that the City Engineer review all invoices, change orders, pay applications, receipts, and/or other relevant documentation relating to the actual costs for the Project. The City Engineer will review all documentation relating to the increased costs of the Project within thirty (30) days of the Developer's request. Upon the approval of the increased actual costs of the Project by the City Engineer, the City Council will consider an item at the next regularly scheduled City Council meeting to amend the total amount of the Reimbursable Costs for the Project to account for increased costs relating to the Project. If the total amount of Reimbursable Costs is amended, the City will adjust the payment of Impact Fee Rebates accordingly, as described in Article VI of this Agreement.

Article V. Roadway Improvements; Roadway Impact Fees.

5.01 Roadway Improvements; Roadway Impact Fees; Roadway Adequacy Payment. Developer shall be responsible for designing, constructing, and installing improvements to County Road 280 ("CR 280 Project"), starting on the west side of the most westerly entrance of Hilltop Ranch to the western property line of Leander Estates, as outlined in the Transportation Master Plan, and covering approximately 1,405 feet of roadway. Roadway improvements for CR 280 shall be limited to widening and overlaying the existing roadway to a total width of twenty-two feet (22') based on design recommendations from a developer-provided geotechnical report for CR 280. Improvements will include widening of the road section within the existing and proposed dedicated Leander Estates right-of-way to accommodate new pavement width, side slopes and associated drainage and ditches. The edge of existing asphalt will be cut to provide a clean surface for the additional pavement. The pavement section for the widening will be designed based on geotechnical conditions and engineering recommendations done for CR 280, but will consist of a minimum of a 14-inch crushed limestone base or will consist of a minimum of 8-inch black base course. A 1.5-inch asphalt overlay will extend the length of the project and across the entire width of

the road surface. The Developer shall not provide roadway stripping. Additionally, the Developer will repair portions of CR 280 that have been damaged due to construction traffic and agrees to cooperate with the developers of Hilltop Ranch for the full repair of CR 280 from the western property line of the Property to Council Springs. The sections of CR 280 to be improved are generally shown in **Exhibit "C"**. The improvements described in this subsection shall be constructed in accordance with construction plans approved by the City, and applicable local, state, and federal regulations. No final plat of land out of the Property will be recorded until the improvements described by this subsection are completed by the Developer and accepted by the City or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the said improvements. For the sake of clarity, the Developer is also required to undertake the construction of all internal subdivision streets in the Development in accordance with all applicable City rules and regulations.

The Developer agrees to undertake and/or cause to be undertaken the payment of all applicable Roadway Impact Fees applicable to the development of the Property, based upon the Roadway Impact Fee Ordinance that will be applicable at the time of the recording of the first plat of the Development. Such Roadway Impact Fees will be paid by the Developer, or caused to be undertaken by the Developer, in accordance with the standards contained in the aforementioned Roadway Impact Fee Ordinance and Section 6.07 of this Agreement.

Additionally, the Parties agree that the Developer will undertake, and the City Engineer hereby approves, the payment of a Roadway Adequacy Payment of \$50,000.00 in satisfaction of the requirements of Subsection 10.03.003(c)(5) of the City Code. The Parties agree that such payment will fully satisfy all City requirements relating to all Roadway Adequacy standards relating to the development of the Property, including such considerations as they apply to CR 280 and Lakeline Boulevard. Payment of the Roadway Adequacy Payment will be made in two installments. The first installment of \$25,000.00 of the Roadway Adequacy Payment will be paid to the City by the Developer prior to Phase 1 final plat approval and the second installment of \$25,000.00 of the Roadway Adequacy Payment will be paid to the City by the Developer prior to Phase 2 final plat approval.

The City confirms that no additional fees relating to roads, beyond the payment of the Road Impact Fees and Road Adequacy Payment as contemplated herein, will be assessed and/or collected relating to the development of the Property.

Developer also agrees to dedicate all necessary right-of-way relating to the eventual construction of Lakeline Boulevard adjacent to the Property and any necessary right-of-way required for the eventual improvement and/or expansion of CR 280 adjacent to the Property.

To confirm, the parties agree that the Developer will be required to undertake the CR 280 roadway improvements, as described herein, as well as the construction of all internal subdivision streets in the Development. Developer will have no additional obligation to undertake any additional roadway improvements in connection with the development of the Property. However, Developer will pay, or cause to be paid, the Roadway Impact Fees and Roadway Adequacy Payment relating to the Property, as contemplated in this Agreement. To the extent the language of this Article conflicts with any filings that the Developer has undertaken with the City, the parties agree that the language in this Agreement shall control.

Article VI. Additional Agreements and Performance

6.01 The City hereby agrees:

- (a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, approve, and sign the plans and specifications for the Project in a timely manner, as appropriate;

- (b) to review and approve the plans, specifications and bids for construction of the Project as obtained for and on behalf of the City by Engineer and Developer, as appropriate;
- (c) during the course of the Project, to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications; and
- (d) after completion and final acceptance by the City of the Water Line Project and CR 280 Project, as constructed, to accept the Project as part of the City's water utility system.

6.02 Developer hereby agrees:

- (a) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Articles III;
- (b) to review and approve the plans and specifications for the Water Line Project and CR 280 Project (including the estimated cost of the Project), identify any errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;
- (c) to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, and all other applicable City ordinances, prior to the execution of any contract for construction;
- (d) to enter into a contract with an appropriate contractor approved by the City pursuant to bids approved by the City Council and Developer for construction of the Water Line Project and CR 280 Project;
- (e) that any construction or development within the Property shall comply with the City's standards, rules, regulations and ordinances, or better; and
- (f) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City, as amended from time to time, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application and inspection fees, building permit fees, water and wastewater tap and use fees and capital recovery/impact fees except as otherwise provided by this Agreement.

6.03 Payment of Water Impact Fees. Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service by the City shall be required to pay the City's water impact fee (the "*Water Impact Fee*"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, pursuant to applicable state law. The Water Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land. For the avoidance of any doubt, it is the expectation of the parties that each Water Impact Fee will be paid by homebuilders, as subsequent purchasers of individual lots, at the time of application of each building permit.

6.04 Water Impact Fee Reimbursements. Subject to the terms, conditions and limitations of this

Agreement, during the Term of this Agreement, Developer shall receive a rebate of one hundred percent (100%) of the Water Impact Fees paid to the City for connections to the City water utility system (the “Water Impact Fee Rebates”) within: (i) the Property; and (ii) within land or developments that connect to the Project by a direct connection or by a water line that is not listed and included in the City capital improvements plan and ordinance that establishes the Water Impact Fees (the “Water Impact Fee Collection Area”). The Water Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Water Impact Fee Rebates, or a combination of Water Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs; (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs from any source of funds available to the City in one or more lump sum payments. The City may suspend payment of Water Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

6.05 Escrow Account. Commencing on the Effective Date and continuing until the Water Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the “Escrow Account”). The City will deposit into the Escrow Account one hundred percent (100%) of the Water Impact Fees paid to and received by the City for connections listed in this Article. The Escrow Account will be held by the City and the Water Impact Fee Rebates paid out to Developer as provided in this Agreement, Payments of Water Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Project.

6.06 Payment of Water Impact Fee Reimbursements. Water Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Water Impact Fee Rebates will be paid on or before the 15th day of each April, July, October, and January following the date the City receives the Water Impact Fees. The payments will be in an amount equal to one hundred percent (100%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water Impact Fees for the connection of two (2) single-family lots within the Property in February and March 2024, on or before the 15th day of April 2024, the City will pay an Water Impact Fee Rebate to Developer (or its assignee) in an amount equal to one hundred percent (100%) of the Water Impact Fees for the two (2) single-family lots within the Property plus such other Water Impact Fees as were collected during the prior quarter. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Water Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have: (i) been paid Water Impact Fees in an amount equal to the Reimbursable Costs of the Project; or (ii) been paid a combination of Water Impact Fees and one or more payments from the City in amounts equal to the Reimbursable Costs of the Project. It is further specifically provided that Developer shall not receive Water Impact Fee Rebates at any time that such are in excess of the Reimbursable Costs of the Project.

6.07 Payment of Roadway Impact Fees. As described in Section 5.01, Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service by the City shall be required to pay the City’s roadway impact fee (the “Roadway Impact Fee”), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, pursuant to applicable state law. The Roadway Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, or (b) the date an application is made to the City for a building permit. For the avoidance of any doubt, it is the expectation of the parties that each Roadway Impact Fee will be paid by homebuilders, as subsequent purchasers of individual lots, at the time of application of each building permit or as otherwise described in this section.

Article VII. Miscellaneous Provisions

7.01 Assignment of Commitments and Obligations. Developer's rights and obligations under this Agreement may be assigned by Developer to: (i) one (1) or more purchasers of all or part of the Property, and/or (ii) Developer's lender/mortgagee financing construction of the Development and/or Project as collateral for any loan made by such lender/mortgagee; 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; provided, further, (i) Developer shall not be required to commence the Project until the City provides approval of any assignment of this Agreement to Developer's lender/mortgagee, and (ii) the City shall promptly execute an instrument, prepared by and in a form and substance reasonably satisfactory to the City and to Developer's lender/mortgagee, consenting to and approving of the assignment of this Agreement to Developer's lender/mortgagee as collateral, such consent and approval not to be unreasonably withheld, conditioned, or delayed by the City.

7.02 Term; Termination.

- (a) This Agreement shall terminate upon the later to occur of: 1) the City paying the Developer all of the Reimbursable Costs for the Project; or 2) Impact Fees for the Impact Fee Service Area being collected; and 3) Developer complying with Section 6.02. Notwithstanding the foregoing, the City may terminate this Agreement with thirty days' notice in the event that the concept plan for the Property expires.
- (b) In the event of a default under Section 7.03 beyond all applicable cure periods, this Agreement shall terminate upon written notice given by the non-defaulting party to the defaulting party; provided, however, in the event of a default by Developer, no such termination shall take effect until after Developer's lender/mortgagee has been notified and afforded an opportunity to cure such default in accordance with the terms of Section 7.03 below.

7.03 Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the thirty (30) 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 ninety (90) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance, mandamus, injunction, 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.

The City agrees that in the event of a default by Developer under this Agreement, the City shall give Developer's lender/mortgagee written notice of such default and the opportunity to remedy or cure such default within thirty (30) days after receipt of such written notice, provided, that (i) the City agrees that no default shall be deemed to have occurred if curing such default cannot by its nature be accomplished in such 30-day period so long as Developer's lender/mortgagee shall have commenced curing the default within such 30-day period and thereafter diligently and continuously prosecutes the same to completion; but in no event shall the cure period be extended by more than ninety (90) days, and (ii) Developer's lender/mortgagee shall have no obligation to cure such default.

7.04 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.

7.05 Attorney's Fees. A party shall not be liable to the other party for attorneys' fees or costs incurred

in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

7.06 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.

7.07 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; pandemic; 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.

7.08 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
200 West Willis P.O. Box 319
Leander, Texas 786460319

with copy to:

Paige Saenz
The Knight Law Firm, LLP

223 W. Anderson Lane
Suite A-105

Austin, Texas 78752

Any notice mailed to the Developer shall be addressed to:

Leander 210, LLC

Attn: Dharma Rajah
3400 Post Oak Blvd., Suite 100 1800
Houston, Texas 77056

and

McVaugh Custom Homes
Attn: Jim McVaugh
11200 Richmond Ave., Suite 100
Houston, Texas 77082

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

7.09 Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement to the extent such are allowed under Texas law, 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.

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

7.11 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.

7.12 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.

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

7.14 Binding Obligations; Recordation. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. 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.

7.15 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.

7.16 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,

7.17 Statutory Verifications.

- (a) 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.
- (b) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies (during the term of this Agreement). The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- (c) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- (d) 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.

EXECUTED in multiple originals this the 2 day of May, 2024.

[Signature Pages Follow]

CITY:

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

By: C. deJeste
Christine DeLisle, Mayor

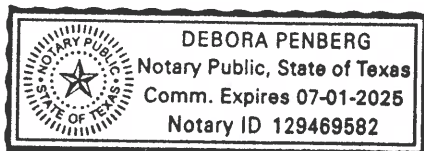
Attest:

Dara Crabtree
Dara Crabtree, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 2nd day of May, 2024
by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on
behalf of said municipal corporation.

(seal)



Debora Penberg
Notary Public, State of Texas

DEVELOPER:

Leander 210, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

[Signature]
Jim McVaugh
Managing Member

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the 19th day of April, 2024 by James McVaugh, Managing Member of Leander 210, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



[Signature]
Notary Public, State of Texas

EXHIBIT A
The Property

Page 129 of 648

LEGAL DESCRIPTION

BEING a 210.597 acre tract of land situated in the G.C. & S.F. RR Co. Survey No. 177, Abstract No. 882, William W. Hornsby Survey, Abstract No. 308, both Williamson County, and the G.C. & S.F. RR Co. Survey No. 177, Abstract No. 2193, ED Evans Survey No. 548, Abstract No. 273, both Travis County, City of Leander, Texas and being all of a called 210.628 acre tract of land as described in a General Warranty Deed with Vendor's Lien to Leander 210, LLC in Document No. 2021085154 of the Official Public Records of Williamson County, Texas, said 210.597 acre tract of land being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 21 inch cedar tree found on the western line of a called 293.34 acre tract of land as described in a General Warranty Deed to Forestar (USA) Real Estate Group Inc. in Document No. 2021005691 of the Official Public Records of Williamson County, Texas for the northeastern corner of the said 210.628 acre tract, the southeastern corner of a called 57.63 acre tract of land described in a General Warranty Deed to TFR Realty LP in Document No. 2010004714 of the Official Public Records of Williamson County, Texas, for the northeastern corner of this herein described tract;

THENCE: South 22°18'25" East a distance of 1023.75 feet along the eastern line of the said 210.628 acre tract, the western line of the said 293.34 acre tract to a 3/8 inch iron rod found for a corner of the said 210.68 acre tract, the southwestern corner of the said 293.34 acre tract, the northwestern corner of Lakeline Boulevard (45 foot wide right-of-way), for a corner of this herein described tract;

THENCE: along the eastern line of the said 210.628 acre tract, the western line of Lakeline Boulevard the following courses and distances;

1. South 21°47'54" East a distance of 629.97 feet to a 1/2 inch iron rod with cap stamped "Stantec" found for a corner of the said 210.628 acre tract, a corner of Lakeline Boulevard, for a corner of this herein described tract;
2. South 21°31'01" East a distance of 597.17 feet to a 1/2 inch iron rod with cap stamped "Hayne Consulting" found for a corner of the said 210.628 acre tract, a corner of Lakeline Boulevard, for a corner of this herein described tract;
3. South 20°48'59" East a distance of 539.65 feet to a 1/2 inch iron rod found for a corner of the said 210.628 acre tract, a corner of Lakeline Boulevard, for a corner of this herein described tract;
4. South 20°58'57" East pass at a distance of 134.89 feet and 0.19 feet right a 1/2 inch iron rod with cap stamped "Hayne Consulting" found for a corner of Lakeline Boulevard, continue in **all a distance of 666.84 feet** to a 1/2 inch iron rod found for a corner of the said 210.628 acre tract, a corner of Lakeline Boulevard, for a corner of this herein described tract;

5. South 21°15'46" East a distance of 383.58 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set on the northern line of County Road 280 (30 foot wide right-of-way) for the southeastern corner of the said 210.628 acre tract, the southwestern corner of Lakeline Boulevard, for the southeastern corner of this herein described tract;

THENCE: along the northern line of County Road 280, the southern line of the said 210.628 acre tract the following courses and distances;

1. South 86°43'14" West a distance of 31.98 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
2. North 82°46'40" West a distance of 54.58 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
3. North 71°58'08" West a distance of 49.41 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
4. North 72°01'55" West a distance of 102.39 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
5. North 76°06'52" West a distance of 38.70 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
6. North 88°52'33" West a distance of 93.15 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
7. South 78°02'17" West a distance of 67.14 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
8. South 68°29'11" West a distance of 223.47 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
9. South 68°48'45" West a distance of 1075.94 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract, from which a 1/2 inch iron rod found bears South 69°50'31" West a distance of 1.18 feet;

THENCE: South 68°27'51" West a distance of 834.00 feet continuing along the southern line of the said 210.628 acre tract, the northern line of County Road 280 (60 foot wide right-of-way) to a 1/2 inch iron rod with cap stamped "Stantec" found for the southwestern corner of the said 210.628 acre tract, the southeastern corner of a called 520.76 acre tract of land described in a Partition Deed to The John Friou Family in Document No. 2017090074 of the Official Public Records of Williamson and Travis Counties, Texas, for the southwestern corner of this herein described tract;

THENCE: North 21°18'09" West a distance of 3637.38 feet along the western line of the said 210.628 acre tract, the eastern line of the said 520.76 acre tract to a 1/2 inch iron rod with cap stamped "Stantec" found on the southern line of a called 124.72 acre tract of land described in an Exchange Deed to John Mason Friou in Document

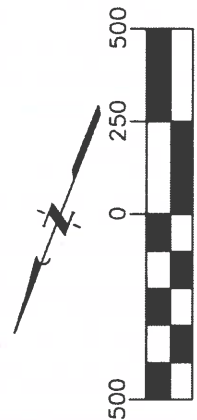


3100 Alvin Devan Blvd, Suite 150
Austin, Texas 78745
Tel: 512.441.9493
www.quiddity.com

No. 2017058400 of the Official Public Records of Williamson County, Texas for the northwestern corner of the said 210.628 acre tract, the northeastern corner of the said 520.76 acre tract, for the northwestern corner of this herein described tract;

THENCE: North 68°58'08" East a distance of 596.43 feet along the northern line of the said 210.628 acre tract, the southern line of the said 124.72 acre tract to a 1/2 inch iron pipe found for a corner of the said 210.628 acre tract, the southeastern corner of the said 124.72 acre tract, the southwestern corner of the said 57.63 acre tract, for a corner of this herein described tract;

THENCE: North 68°28'24" East continuing along the northern line of the said 210.628 acre tract and along the southern line of the 57.63 acre tract pass at a distance of 1896.41 feet and 0.19 feet left a 1/2 inch iron rod with cap stamped "Stantec" found, continuing in all a distance of 1899.75 feet to the POINT OF BEGINNING and CONTAINING an area of 210.597 acres of land.



SCALE: 1" = 500'



Rees-Bird of International (Rigener) and Land Services, Inc., 22250 de la Torre, Los Angeles, California 90048.

LEANDER ESTATES SUBD.
WATER DISTRIBUTION
OVERALL

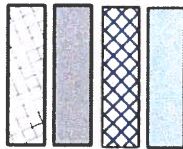
SCALE: 1" = 500'

DATE: 04/09/2024

JOB NO: 17232-0001-01

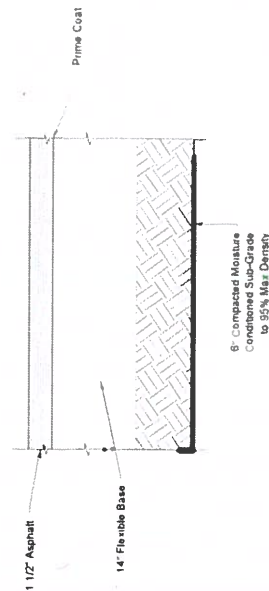
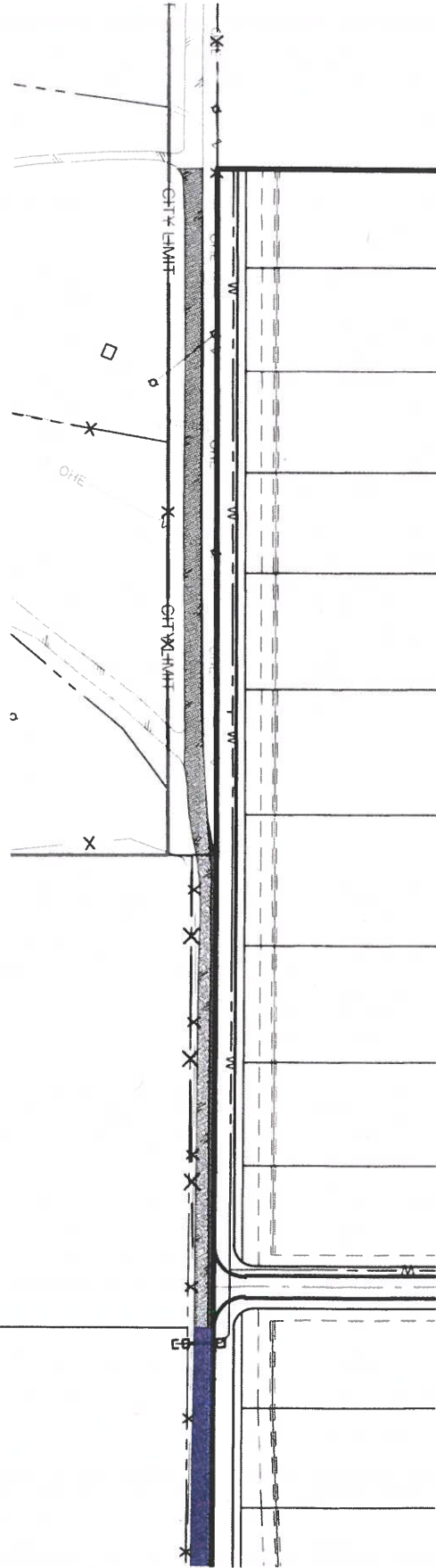
The CR 280 Project

PROPOSED LEGEND



ASPHALT PAVING LIMITS - 3,462 SY
 NEW PAVEMENT SECTION - 494 SY
 HILLTOP ASPHALT PAVING LIMITS
 HILLTOP NEW PAVEMENT SECTION

HILLTOP RANCH LEANDER ESTATES PH 1
 PICP-22-014 PICP-22-012



NEW PAVEMENT SECTION

NTS

LEANDER ESTATES SUBD.
 CR 280 PAVING
 IMPROVEMENTS



QUIDDITY

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SCALE: 1" = 200'
 DATE: 04/09/2024
 JOB NO: 17232-0001-01

April 23, 2024

City of Leander
Development Services
Attn: Emily Truman P.E.
201 N. Brushy Street
Leander, Texas 78641

Re: Construction of Leander Estates Phase 1
Offsite Waterline Improvements
Leander 210, LLC
Future Bond Issue – Amount Undetermined
22-PICP-0012

Dear Ms. Truman:

We received bids for the referenced contract electronically on August 4th, 2023, at 11:00 a.m. Bids were privately opened and read at that time.

Three contractors submitted a proposal for this work. A summary tabulation of the bids is enclosed for your review. 5 Star submitted the lowest Base Bid proposal in the amount of \$6,997,700.68 and 200 construction contract days.

We know 5 Star's reputation and find them to be an acceptable contractor. We recommend the referenced contract be awarded to 5 Star on the basis of their proposal in the amount of \$6,997,700.68 and their period of performance of 200 contract days.

We recommend that Alternate 2 (PVC) be selected to construct the 16" oversized line. The reimbursement amount for the offsite waterline improvements, \$146,079.34, is shown on line 5 of the included bid tab summary table.

If you agree with this award, please execute all copies of this letter and return them to our office for further processing.

Sincerely,


Eric C. Vann, PE

Approved by: _____

Date: _____

ECV/rms

**BID TABULATION SHEET**

BIDS WERE RECEIVED IN THE OFFICE OF

Construction of Offsite Water Improvements for Leander Estates

Subdivision Phase 1

Quiddity Engineering - Austin

Leander 210, LLC

Time: 11:00 AM CST

Private Bid

Date: August 4th, 2023

	BIDDERS						
	5 Star Civil	JL Gray	Liberty				
Alternate 1 - 8" PVC ⁽¹⁾	\$140,375.66	\$189,414.00	\$136,362.57				
Alternate 1 - 8" Ductile ⁽²⁾	\$130,243.70	\$177,693.00	\$117,105.15				
Alternate 2 - 16" PVC ⁽³⁾	\$286,455.00	\$299,402.00	\$295,145.21				
Alternate 2 - 16" Ductile ⁽⁴⁾	\$243,813.00	\$271,175.00	\$272,447.36				
Alternate 2 - Alternate 1 (PVC)	\$146,079.34	\$109,988.00	\$158,782.64				
Alternate 2 - Alternate 1 (Ductile)	\$113,569.30	\$93,482.00	\$155,342.21				

NOTES:

- 1) Total comprised of Alternate 1 Items 101-104.
- 2) Total comprised of Alternate 1 Items 102-103 & 105.
- 3) Total comprised of Alternate 2 Items 106-109.
- 4) Total comprised of Alternate 2 Items 107-108 & 110.

OWNER: Leander 210, LLC PROJECT: Construction of Water, Storm Sewer, Pavement, Grading, and Erosion Controls for Leander Estates Subdivision Phase 1 DATE: 8/2/23 ENGINEER: Quiddity Engineering, LLC JOB NO. : 17232-0001-01				BID NO. 1 5 Star Civil		BID NO. 2 JL Gray		BID NO. 3 Liberty Civil	
TIME:									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID									
1	Move in and start up; including acquisition of all permits and bonds required by the City of Leander for construction.	LS	1.0	\$47,300.00	\$47,300.00	\$205,515.00	\$205,515.00	\$395,060.62	\$395,060.62
2	Traffic Control Plan, as required by the City of Leander, complete in place. Per the TCP prepared by Sun Star Services.	LS	1.0	\$29,250.00	\$29,250.00	\$115,000.00	\$115,000.00	\$81,591.79	\$81,591.79
3	Remove existing fencing and building, complete in place. Material shall become property of the contractor, an shall be hauled and legally disposed of offsite.	LS	1.0	\$8,475.00	\$8,475.00	\$14,000.00	\$14,000.00	\$15,215.50	\$15,215.50
4	Remove and dispose of existing trees onsite, as noted on plans & as directed by the Engineer.	LS	1.0	\$0.00	\$0.00	\$53,750.00	\$53,750.00	\$34,990.39	\$34,990.39
PAVING (LOCAL ROADS & POND ACCESS)									
5	Light clearing and grubbing, as directed by Engineer. Upon completion of grubbing, contractor is responsible for grading site to establish positive drainage.	AC	37.4	\$1,695.00	\$63,460.80	\$1,250.00	\$46,800.00	\$2,107.72	\$78,913.04
6	Final lot grading per grading plan including filling (or cutting), grading, and compacting (to 95%) all lots and reserves, backlot utility easements and existing swales on this property as directed by the Engineer (easements and swales to be de mucked and/or stripped if necessary). See the plan set sheet 56's proposed contours for lots that require grading. Approximately 51,139 CY of dirt has been calculated to fill the lots. Fill is available from roadside ditch excavation (6,715 CY) see bid item No. D1, pond excavation (41,402 CY) see bid item No. E1, utility spoils (5,523 CY) see bid item No. C12, and lot excavation (677 CY). Lot grades are to be a minimum of 1% and a maximum of 3%. Contractor to verify quantities prior to bid date. No adjustments will be made based on variance of actual quantities.	CY	51,139.0	\$4.55	\$232,682.45	\$1.50	\$76,708.50	\$5.99	\$306,322.61

Quiddity Engineering

OWNER: Leander 210, LLC PROJECT: Construction of Water, Storm Sewer, Pavement, Grading, and Erosion Controls for Leander Estates Subdivision Phase 1 DATE: 8/2/23 ENGINEER: Quiddity Engineering, LLC JOB NO. : 17232-0001-01				BID NO. 1 5 Star Civil		BID NO. 2 JL Gray		BID NO. 3 Liberty Civil	
TIME:									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
7	Local roadway excavation. Excavated material to be used for roadway fill (6305 CY). Fill material shall be spread and compacted (to 95%) as directed by Engineer. Fill area to be de-mucked and/or stripped as necessary at no additional cost to the owner. No adjustments will be made based on variance of actual quantities. Final Grading within the right-of-way is considered incidental.	CY	6,305.0	\$4.55	\$28,687.75	\$6.75	\$42,558.75	\$5.99	\$37,766.95
8	Local roadway fill. An estimated volume of 4965 CY has been calculated as required fill for embankment. No adjustments will be made based on variance of actual quantities.	CY	4,965.0	\$4.55	\$22,590.75	\$3.50	\$17,377.50	\$5.99	\$29,740.35
9	2" HMA TY D, per geotechnical report prepared by Raba Kistner.	SY	32,772.0	\$16.70	\$547,292.40	\$16.50	\$540,738.00	\$16.61	\$544,342.92
10	8" Flexible Base, per geotechnical report prepared by Raba Kistner.	SY	44,166.0	\$8.85	\$390,869.10	\$9.75	\$430,618.50	\$11.29	\$498,634.14
11	Lime Stabilization and Subgrade Preparation, per geotechnical report prepared by Raba Kistner.	SY	46,110.0	\$1.50	\$69,165.00	\$2.25	\$103,747.50	\$1.98	\$91,297.80
12	8" Crushed Concrete or Limestone Base Compacted to 95% of Maximum Density AT +/-2% Optimum Moisture per ASTM-698 for Pond Access Roads	SY	1,944.0	\$9.20	\$17,884.80	\$10.00	\$19,440.00	\$11.29	\$21,947.76
13	2' Ribbon Curb, per detail ST-05 on Sheet 109 of construction plans, and as directed by the Engineer.	LF	22,100.0	\$14.50	\$320,450.00	\$14.75	\$325,975.00	\$14.87	\$328,627.00
14	Street Connections, per construction plans.	EA	3.0	\$0.00	\$0.00	\$225.00	\$675.00	\$499.20	\$1,497.60
15	Internal Street Stop Sign, per detail 401-1 on Sheet 115 of construction plans, and as directed by the Engineer.	EA	4.0	\$333.00	\$1,332.00	\$715.00	\$2,860.00	\$327.25	\$1,309.00
16	Internal Street Stop Sign with two Street Blades, per detail 401-1 on Sheet 115 of construction plans, and as directed by the Engineer.	EA	9.0	\$333.00	\$2,997.00	\$905.00	\$8,145.00	\$327.25	\$2,945.25
17	Speed Limit Sign, per detail 401-1 on Sheet 115 of construction plans, and as directed by the Engineer.	EA	5.0	\$299.00	\$1,495.00	\$515.00	\$2,575.00	\$293.97	\$1,469.85
18	Speed Limit Around Curve Sign, per detail 401-1 on Sheet 115 of construction plans, and as directed by the Engineer.	EA	2.0	\$339.00	\$678.00	\$570.00	\$1,140.00	\$293.97	\$587.94
19	Type III Barricade & Road Closed Sign, per detail 400-1 on Sheet 115 of construction plans, and as directed by the Engineer.	EA	3.0	\$1,185.00	\$3,555.00	\$1,425.00	\$4,275.00	\$1,164.79	\$3,494.37

OWNER: Leander 210, LLC PROJECT: Construction of Water, Storm Sewer, Pavement, Grading, and Erosion Controls for Leander Estates Subdivision Phase 1 DATE: 8/2/23 ENGINEER: Quiddity Engineering, LLC JOB NO. : 17232-0001-01				BID NO. 1 5 Star Civil		BID NO. 2 JL Gray		BID NO. 3 Liberty Civil	
TIME:									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
20	No Outlet Left Sign, per detail 401-1 on Sheet 115 of construction plans, and as directed by the Engineer.	EA	1.0	\$339.00	\$339.00	\$88.50	\$88.50	\$332.80	\$332.80
21	No Outlet Right Sign, per detail 401-1 on Sheet 115 of construction plans, and as directed by the Engineer.	EA	3.0	\$339.00	\$1,017.00	\$88.50	\$265.50	\$332.80	\$998.40
22	No Outlet Right Sign with two Street Blades, per detail 401-1 on Sheet 115 of construction plans, and as directed by the Engineer.	EA	1.0	\$339.00	\$339.00	\$625.00	\$625.00	\$332.80	\$332.80
23	Fire Lane Sign with Right Arrow, per detail 501-1 on Sheet 112 of construction plans, and as directed by the Engineer.	EA	1.0	\$1,185.00	\$1,185.00	\$450.00	\$450.00	\$293.97	\$293.97
24	Striping, Decals, misc. as required by the City of Leander.	LS	1.0	\$18,550.00	\$18,550.00	\$55,575.00	\$55,575.00	\$4,326.37	\$4,326.37
PAVING (URBAN ARTERIAL ROAD - CR 280)									
25	Light clearing and grubbing, as directed by Engineer. Upon completion of grubbing, contractor is responsible for grading site to establish positive drainage.	AC	3.6	\$1,695.00	\$6,118.95	\$16,900.00	\$61,009.00	\$2,107.72	\$7,608.87
26	Roadway excavation of CR 280. Excavated material to be used for roadway fill (1,522 CY). Fill material shall be spread and compacted (to 95%) as directed by Engineer. Fill area to be de-mucked and/or stripped as necessary at no additional cost to the owner. No adjustments will be made based on variance of actual quantities. Final Grading within the right-of-way is considered incidental.	CY	1,522.0	\$4.55	\$6,925.10	\$22.25	\$33,864.50	\$5.99	\$9,116.78
27	Roadway fill for CR 280. An estimated volume of 946 CY has been calculated as required fill for embankment. No adjustments will be made based on variance of actual quantities.	CY	946.0	\$4.55	\$4,304.30	\$1.00	\$946.00	\$5.99	\$5,666.54
28	1.5" HMAC Surface Course TY D.	SY	11,686.0	\$12.70	\$148,412.20	\$13.75	\$160,682.50	\$14.10	\$164,772.60
29	14" Flexible Base.	SY	13,233.0	\$15.50	\$205,111.50	\$18.00	\$238,194.00	\$22.30	\$295,095.90
30	6" Compacted Moisture Conditioned Sub-Grade.	SY	13,233.0	\$1.50	\$19,849.50	\$3.00	\$39,699.00	\$3.15	\$41,683.95
31	6" Curb and Gutter.	LF	2,569.0	\$15.00	\$38,535.00	\$18.50	\$47,526.50	\$18.10	\$46,498.90
32	Striping, Decals, misc. as required by the City of Leander.	LS	1.0	\$18,550.00	\$18,550.00	\$36,300.00	\$36,300.00	\$13,755.63	\$13,755.63
33	4" Reinforced concrete pavement for 6' sidewalk.	SY	1,658.0	\$54.20	\$89,863.60	\$60.00	\$99,480.00	\$54.01	\$89,548.58
34	ADA Ramp, Type I, per detail 432S-5B, as directed by the Engineer.	EA	2.0	\$1,185.00	\$2,370.00	\$1,550.00	\$3,100.00	\$1,112.34	\$2,224.68
PAVING (URBAN ARTERIAL ROAD - LAKELINE									

OWNER: Leander 210, LLC PROJECT: Construction of Water, Storm Sewer, Pavement, Grading, and Erosion Controls for Leander Estates Subdivision Phase 1 DATE: 8/2/23 ENGINEER: Quiddity Engineering, LLC JOB NO. : 17232-0001-01				BID NO. 1 5 Star Civil		BID NO. 2 JL Gray		BID NO. 3 Liberty Civil	
TIME:									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
35	Light clearing and grubbing, as directed by Engineer. Upon completion of grubbing, contractor is responsible for grading site to establish positive drainage.	AC	4.5	\$1,695.00	\$7,695.30	\$2,410.00	\$10,941.40	\$2,107.72	\$9,569.05
36	Roadway excavation. Excavated material to be used for roadway fill (80 CY). Fill material shall be spread and compacted (to 95%) as directed by Engineer. Fill area to be de-mucked and/or stripped as necessary at no additional cost to the owner. No adjustments will be made based on variance of actual quantities. Final Grading within the right-of-way is considered incidental.	CY	80.0	\$4.55	\$364.00	\$94.00	\$7,520.00	\$5.99	\$479.20
37	Roadway fill. An estimated volume of 9832 CY has been calculated as required fill for embankment. No adjustments will be made based on variance of actual quantities.	CY	9,832.0	\$4.55	\$44,735.60	\$1.00	\$9,832.00	\$5.99	\$58,893.68
38	2" HMA Surface Course TY D, per geotechnical report prepared by Raba Kistner.	SY	7,139.0	\$16.70	\$119,221.30	\$16.00	\$114,224.00	\$16.61	\$118,578.79
39	4.5" HMA Binder Course TY B or C, per geotechnical report prepared by Raba Kistner.	SY	7,139.0	\$32.25	\$230,232.75	\$31.00	\$221,309.00	\$33.61	\$239,941.79
40	10" Flexible Base, per geotechnical report prepared by Raba Kistner.	SY	10,584.0	\$11.00	\$116,424.00	\$12.25	\$129,654.00	\$13.76	\$145,635.84
41	Lime Stabilization and Subgrade Preparation, per street section of Sheet 6 of Construction Plans.	SY	10,584.0	\$1.50	\$15,876.00	\$2.25	\$23,814.00	\$1.98	\$20,956.32
42	6" Curb and Gutter, per detail 430S-2 on Sheet 109 of construction plans, and as directed by the Engineer.	LF	4,890.0	\$15.00	\$73,350.00	\$20.00	\$97,800.00	\$18.10	\$88,509.00
43	4" Reinforced concrete pavement for 10' sidewalk.	SY	2,687.0	\$53.70	\$144,291.90	\$51.00	\$137,037.00	\$52.87	\$142,061.69
44	ADA Ramp, Type I, per detail 432S-5B, as directed by the Engineer.	EA	3.0	\$1,185.00	\$3,555.00	\$2,050.00	\$6,150.00	\$1,112.34	\$3,337.02
WATER DISTRIBUTION SYSTEM									
45	16-inch C-900 AWWA (DR18) Class 150 waterline (including fittings, bedding, backfill and testing), complete in place.	LF	1,578.0	\$135.00	\$213,030.00	\$137.00	\$216,186.00	\$140.80	\$222,182.40
46	8" Wet Connection w/ Tapping sleeve and Valve, complete in place, per detail 102-2 on Sheet 108 of construction plans, and as directed by the Engineer.	EA	1.0	\$2,140.00	\$2,140.00	\$1,250.00	\$1,250.00	\$7,183.52	\$7,183.52

OWNER: Leander 210, LLC PROJECT: Construction of Water, Storm Sewer, Pavement, Grading, and Erosion Controls for Leander Estates Subdivision Phase 1 DATE: 8/2/23 ENGINEER: Quiddity Engineering, LLC JOB NO. : 17232-0001-01				BID NO. 1 5 Star Civil		BID NO. 2 JL Gray		BID NO. 3 Liberty Civil	
TIME:									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
47	16" Wet Connection w/ Tapping sleeve and Valve, complete in place, per detail 102-2 on Sheet 108 of construction plans, and as directed by the Engineer.	EA	2.0	\$3,140.00	\$6,280.00	\$16,475.00	\$32,950.00	\$29,552.00	\$59,104.00
48	8-inch C-900 AWWA (DR18) Class 150 waterline (including fittings, bedding, backfill and testing), complete in place.	LF	10,925.0	\$56.32	\$615,296.00	\$57.00	\$622,725.00	\$56.32	\$615,296.00
49	Fire Hydrant, bury as shown, (including lead and gate valve), including final vertical adjustment, complete in place. Per detail 101-4 on Sheet 108 of construction plans, and as directed by the Engineer.	EA	17.0	\$6,810.00	\$115,770.00	\$7,700.00	\$130,900.00	\$7,066.20	\$120,125.40
50	Blue Fire Hydrant Reflective Buttons, per City of Leander standard detail 101-4 on sheet 108 of the construction plans.	EA	17.0	\$13.00	\$221.00	\$17.00	\$289.00	\$12.76	\$216.92
51	2-inch C-900 AWWA (DR18) Class 150 dual water service leads, complete in place.	EA	46.0	\$2,130.00	\$97,980.00	\$2,425.00	\$111,550.00	\$1,983.16	\$91,225.36
52	2-inch C-900 AWWA (DR18) Class 150 single water service leads, complete in place.	EA	12.0	\$1,665.00	\$19,980.00	\$2,075.00	\$24,900.00	\$1,482.05	\$17,784.60
53	2" Diameter Blow-off Valve, per detail WT-24 on sheet 108 of construction plans, and as directed by the Engineer.	EA	4.0	\$2,325.00	\$9,300.00	\$3,700.00	\$14,800.00	\$3,417.18	\$13,668.72
54	16" Gate Valve and Box, Per detail 511-AW-01 on Sheet 107 of construction plans, and as directed by the Engineer.	EA	1.0	\$18,150.00	\$18,150.00	\$26,400.00	\$26,400.00	\$12,247.75	\$12,247.75
55	8" Gate Valve and Box, Per detail 511-AW-01 on Sheet 107 of construction plans, and as directed by the Engineer.	EA	22.0	\$2,652.70	\$58,359.40	\$2,825.00	\$62,150.00	\$2,652.70	\$58,359.40
56	30" Steel Encasement. Per detail WT-16 on Sheet 80 of construction plans, and as directed by the Engineer.	LF	27.0	\$1,930.00	\$52,110.00	\$1,650.00	\$44,550.00	\$1,328.17	\$35,860.59
57	Utility Spoils. Excess excavation material to be spread and compacted (to 95%) on site at a location to be determined by Engineer, see bid item No. B2.	CY	5,523.0	\$9.05	\$49,983.15	\$3.00	\$16,569.00	\$11.65	\$64,342.95
DRAINAGE IMPROVEMENTS									

OWNER: Leander 210, LLC				BID NO. 1		BID NO. 2		BID NO. 3	
PROJECT: Construction of Water, Storm Sewer, Pavement, Grading, and Erosion Controls for Leander Estates Subdivision Phase 1				5 Star Civil		JL Gray		Liberty Civil	
DATE: 8/2/23				TIME:					
ENGINEER: Quiddity Engineering, LLC									
JOB NO. : 17232-0001-01									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
58	Excavation of roadside ditch according to plans and specifications (ditch excavation is approx. 42,233 CY). Excess excavation material to be hauled, spread and compacted (to 95%) on lots (33,847 CY) see bid item No. B2, roadside ditch embankment (6715 CY) see bid item No. E2, local roadway embankment (15743 CY) see bid items No. B4 as directed by Engineer. No adjustments based on variance of actual excavation quantity.	CY	42,233.0	\$4.55	\$192,160.15	\$4.50	\$190,048.50	\$5.99	\$252,975.67
59	Roadside ditch embankment. An estimated volume of 6,853 CY has been calculated as required fill for embankment and is included in the fill quantity. No adjustments will be made based on variance of actual quantities.	CY	6,715.0	\$4.55	\$30,553.25	\$1.00	\$6,715.00	\$5.99	\$40,222.85
60	8'x8' Junction Box, please reference ParkUSA JBE-1 detail on Sheet 112.	EA	1.0	\$27,000.00	\$27,000.00	\$20,650.00	\$20,650.00	\$23,654.45	\$23,654.45
61	2x4 RCB Culvert, per detail SCP-5 on Sheet 114 of construction plans, and as directed by the Engineer.	LF	54.0	\$265.00	\$14,310.00	\$270.00	\$14,580.00	\$263.26	\$14,216.04
62	8x4 RCB Culvert, per detail SCP-8 on Sheet 114 of construction plans, and as directed by the Engineer.	LF	274.0	\$714.00	\$195,636.00	\$746.00	\$204,404.00	\$713.69	\$195,551.06
63	12" RCP Culvert, please reference ParkUSA RCP-1 detail on sheet 111.	LF	100.0	\$62.25	\$6,225.00	\$57.00	\$5,700.00	\$56.14	\$5,614.00
64	18" RCP Culvert, please reference ParkUSA RCP-1 detail on sheet 111.	LF	102.0	\$74.50	\$7,599.00	\$61.00	\$6,222.00	\$59.62	\$6,081.24
65	18" PVC (SDR-35) Culvert.	LF	34.0	\$97.50	\$3,315.00	\$61.00	\$2,074.00	\$137.25	\$4,666.50
66	24" RCP Culvert, please reference ParkUSA RCP-1 detail on sheet 111.	LF	156.0	\$97.00	\$15,132.00	\$81.00	\$12,636.00	\$80.12	\$12,498.72
67	30" RCP Culvert, please reference ParkUSA RCP-1 detail on sheet 111.	LF	222.0	\$125.00	\$27,750.00	\$105.00	\$23,310.00	\$100.26	\$22,257.72
68	36" RCP Culvert, please reference ParkUSA RCP-1 detail on sheet 111.	LF	509.0	\$180.00	\$91,620.00	\$110.00	\$55,990.00	\$145.69	\$74,156.21
69	48" RCP Culvert, please reference ParkUSA RCP-1 detail on sheet 111.	LF	74.0	\$240.00	\$17,760.00	\$190.00	\$14,060.00	\$186.37	\$13,791.38
70	54" RCP Culvert, please reference ParkUSA RCP-1 detail on sheet 111.	LF	228.0	\$335.00	\$76,380.00	\$347.00	\$79,116.00	\$334.21	\$76,199.88
71	8-inch PVC orifice (including 6" gate valve and orifice cap), complete in place.	LF	85.0	\$70.00	\$5,950.00	\$83.00	\$7,055.00	\$61.59	\$5,235.15

OWNER: Leander 210, LLC PROJECT: Construction of Water, Storm Sewer, Pavement, Grading, and Erosion Controls for Leander Estates Subdivision Phase 1 DATE: 8/2/23 ENGINEER: Quiddity Engineering, LLC JOB NO. : 17232-0001-01				BID NO. 1 5 Star Civil		BID NO. 2 JL Gray		BID NO. 3 Liberty Civil	
TIME:									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
72	4'x5' MBC Culvert.	LF	268.0	\$425.00	\$113,900.00	\$430.00	\$115,240.00	\$423.78	\$113,573.04
73	10' Curb Inlet.	EA	3.0	\$6,325.00	\$18,975.00	\$7,050.00	\$21,150.00	\$7,185.49	\$21,556.47
74	5' Curb Inlet.	EA	2.0	\$5,750.00	\$11,500.00	\$6,100.00	\$12,200.00	\$4,226.20	\$8,452.40
75	Bull Rock Rip Rap, per detail on Sheet 113 of construction plans, and as directed by the Engineer.	SY	3,091.0	\$42.75	\$132,140.25	\$25.00	\$77,275.00	\$46.91	\$144,998.81
76	Gabion Wall, per detail 639S-1 on Sheet 105 of construction plans, and as directed by the Engineer.	LF	91.0	\$66.25	\$6,028.75	\$75.00	\$6,825.00	\$64.90	\$5,905.90
77	Concrete Headwall, per detail on sheet 113 of construction plans, and as directed by the Engineer.	EA	1.0	\$13,200.00	\$13,200.00	\$18,975.00	\$18,975.00	\$6,303.41	\$6,303.41
78	Concrete Headwall with Wing Walls, per detail on sheet 113 of construction plans, and as directed by the Engineer.	EA	4.0	\$21,885.00	\$87,540.00	\$16,700.00	\$66,800.00	\$12,599.24	\$50,396.96
79	Concrete Safety End Treatment (Pipe and Box), per detail SETP-CD and SETB-SW-O on Sheet 113 and 114 respectively of construction plans, and as directed by the Engineer.	EA	18.0	\$5,750.00	\$103,500.00	\$3,400.00	\$61,200.00	\$3,027.19	\$54,489.42
80	Vertical Sediment Depth Marker, per detail on Sheet 109 of construction plans, and as directed by the Engineer.	EA	3.0	\$1,130.00	\$3,390.00	\$975.00	\$2,925.00	\$1,109.32	\$3,327.96
81	4'x4' Area Inlet per Parks USA detail CBY-36, and as directed by the Engineer.	EA	4.0	\$5,345.00	\$21,380.00	\$5,500.00	\$22,000.00	\$4,536.79	\$18,147.16
82	4' Standard MH on Box w/22° C-I-P Bend, and as directed by the Engineer.	EA	1.0	\$5,655.00	\$5,655.00	\$3,450.00	\$3,450.00	\$2,652.15	\$2,652.15
DETENTION ITEMS									
83	Excavation of ponds (pond excavation is approx. 41,402 CY). Excess excavation material to be used for pond embankment (6853 CY) see bid item No. E2 per plans or hauled, spread and compacted (to 95%) on lots (52,728 CY) see bid item No. B2 as directed by Engineer. No adjustments based on variance of actual excavation quantity.	CY	41,402.0	\$4.55	\$188,379.10	\$13.00	\$538,226.00	\$7.33	\$303,476.66
84	Spread and compact detention fill material along detention maintenance berm and pipeline easement as directed by engineer. Fill to be placed in maximum loose lifts of eight inches (8") or less and compacted to 95% of maximum density at -3% to +5% moisture content as determined by AASHTO Test Method T-99.	CY	6,853.0	\$4.55	\$31,181.15	\$2.50	\$17,132.50	\$5.99	\$41,049.47

OWNER: Leander 210, LLC PROJECT: Construction of Water, Storm Sewer, Pavement, Grading, and Erosion Controls for Leander Estates Subdivision Phase 1 DATE: 8/2/23 ENGINEER: Quiddity Engineering, LLC JOB NO. : 17232-0001-01				BID NO. 1 5 Star Civil		BID NO. 2 JL Gray		BID NO. 3 Liberty Civil	
TIME:									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
85	Pond 1 Outfall Structures, per sheet 73 of the construction plans, complete in place.	EA	1.0	\$96,700.00	\$96,700.00	\$21,850.00	\$21,850.00	\$24,002.79	\$24,002.79
86	Pond 3 Outfall Structures, per sheet 74, complete in place.	EA	1.0	\$31,550.00	\$31,550.00	\$36,800.00	\$36,800.00	\$36,307.60	\$36,307.60
87	Pond 4 Outfall Structure, per sheet 75, complete in place.	EA	1.0	\$36,215.00	\$36,215.00	\$19,000.00	\$19,000.00	\$11,093.25	\$11,093.25
88	2' Clay Liner for each pond, per sheets 73 through 75 of the construction plans, complete in place.	SY	27,028.0	\$1.45	\$39,190.60	\$5.50	\$148,654.00	\$13.42	\$362,715.76
EROSION CONTROL ITEMS									
89	Stabilized Construction Entrance(including installation, aintenance, and removal). Per detail 641S-1 on Sheet 105 of construction plans, and as directed by the engineer.	EA	1.0	\$8,305.00	\$8,305.00	\$2,000.00	\$2,000.00	\$1,110.45	\$1,110.45
90	Placement of reinforced filter fabric fence (including installation, maintenance and removal). Per Detail 642S-1 on Sheet 105 of construction plans, and as directed by engineer.	LF	13,164.0	\$3.75	\$49,365.00	\$3.00	\$39,492.00	\$5.33	\$70,164.12
91	Inlet protection (gravel bags) as per Erosion Control Plan (including installation maintenance, and removal).	EA	4.0	\$593.00	\$2,372.00	\$375.00	\$1,500.00	\$582.40	\$2,329.60
92	Rock Berm per COA Standard Detail 639S-1 on Sheet 105.	LF	548.0	\$29.50	\$16,166.00	\$34.50	\$18,906.00	\$30.00	\$16,440.00
93	Tree Protection per City of Leander Standard Detail 303-2 on Sheet 105.	LF	4,427.0	\$4.25	\$18,814.75	\$6.25	\$27,668.75	\$5.31	\$23,507.37
94	Broadcast seeding of lots, ROW, reserves as directed by Engineer. Contractor to ensure growth of vegetation by whatever means necessary including re-seeding, over-seeding or watering at no separate pay, as directed by Engineer.	AC	28.7	\$4,540.00	\$130,161.80	\$5,725.00	\$164,135.75	\$8,214.85	\$235,519.75
DRY UTILITIES									
95	Electric Installation, including Mobilization, Layout, Supervision, Trench Excavation, Single Phase Conduit, Three Phase Conduit, Pedestals, Electric Poles, and Relocations, and Miscellaneous Costs.	UNIT	106.0	\$5,485.00	\$581,410.00	\$6,250.00	\$662,500.00	\$6,751.64	\$715,673.84
ADDITIONAL ITEMS									

OWNER: Leander 210, LLC PROJECT: Construction of Water, Storm Sewer, Pavement, Grading, and Erosion Controls for Leander Estates Subdivision Phase 1 DATE: 8/2/23 ENGINEER: Quiddity Engineering, LLC JOB NO. : 17232-0001-01				BID NO. 1 5 Star Civil		BID NO. 2 JL Gray		BID NO. 3 Liberty Civil	
TIME:									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
96	Construction Staking to be performed by Quiddity Engineering, LLC for the entire subdivision (Phase 1 and 2) in Phase 1 (including paving, erosion control staking, project boundary, and utilities).	LS	1.0	\$274,715.45	\$274,715.45	\$274,715.45	\$274,715.45	\$274,715.45	\$274,715.45
97	Trench Safety (Water & Storm)	LF	14,609.0	\$1.15	\$16,800.35	\$1.00	\$14,609.00	\$1.11	\$16,215.99
98	1.5" Irrigation Meter per Landscape plans.	EA	1.0	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$4,515.09	\$4,515.09
ALTERNATE ITEMS									
99	Excess excavation material (if present) to be become property of the Contractor and shall be hauled and legally disposed of offsite.	CY	100.0	\$19.25	\$1,925.00	\$13.25	\$1,325.00	\$12.28	\$1,228.00
100	In lieu of bid item No. H1, Construction Staking (including paving, erosion control staking, project boundary, and utilities).	LS	1.0		\$0.00	\$229,515.00	\$229,515.00	\$250,000.00	\$250,000.00
ALTERNATE 1 (8" WATERLINE)									
101	8-inch C-900 AWWA (DR18) Class 150 waterline (including valves, fittings, bedding, backfill and testing), complete in place.	LF	1,578.0	\$56.32	\$88,872.96	\$90.50	\$142,809.00	\$57.73	\$91,097.94
102	8" Gate Valve and Box, Per detail 511-AW-01 on Sheet 107 of construction plans, and as directed by the Engineer.	EA	1.0	\$2,652.70	\$2,652.70	\$2,825.00	\$2,825.00	\$2,652.70	\$2,652.70
103	8" Wet Connection w/ Tapping sleeve and Valve, complete in place, per detail 102-2 on Sheet 116 of construction plans, and as directed by the Engineer.	EA	1.0	\$2,140.00	\$2,140.00	\$7,600.00	\$7,600.00	\$7,227.35	\$7,227.35
104	18" Steel Encasement. Per detail WT-16 and as directed by the Engineer.	LF	27.0	\$1,730.00	\$46,710.00	\$1,340.00	\$36,180.00	\$1,310.54	\$35,384.58
105	8-inch Ductile Iron waterline (including valves, fittings, bedding, backfill and testing), complete in place.	LF	1,578.0	\$79.50	\$125,451.00	\$106.00	\$167,268.00	\$67.95	\$107,225.10
ALTERNATE 2 (16" WATERLINE)									
106	16-inch C-900 AWWA (DR18) Class 150 waterline (including valves, fittings, bedding, backfill and testing), complete in place. (Alternate #2)	LF	1,578.0	\$135.00	\$213,030.00	\$146.50	\$231,177.00	\$137.57	\$217,085.46
107	16" Gate Valve and Box, Per detail 511-AW-01 on Sheet 107 of construction plans, and as directed by the Engineer.	EA	1.0	\$18,150.00	\$18,150.00	\$26,400.00	\$26,400.00	\$12,247.75	\$12,247.75

OWNER: Leander 210, LLC PROJECT: Construction of Water, Storm Sewer, Pavement, Grading, and Erosion Controls for Leander Estates Subdivision Phase 1 DATE: 8/2/23 ENGINEER: Quiddity Engineering, LLC JOB NO. : 17232-0001-01				BID NO. 1 5 Star Civil		BID NO. 2 JL Gray		BID NO. 3 Liberty Civil	
TIME:									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
108	16" Wet Connection w/ Tapping sleeve and Valve, complete in place, per detail 102-2 on Sheet 116 of construction plans, and as directed by the Engineer.	EA	1.0	\$3,165.00	\$3,165.00	\$8,075.00	\$8,075.00	\$29,732.71	\$29,732.71
109	30" Steel Encasement. Per detail WT-16 and as directed by the Engineer.	LF	27.0	\$1,930.00	\$52,110.00	\$1,250.00	\$33,750.00	\$1,336.27	\$36,079.29
110	16-inch Ductile Iron waterline (including valves, fittings, bedding, backfill and testing), complete in place.	LF	1,578.0	\$141.00	\$222,498.00	\$150.00	\$236,700.00	\$146.05	\$230,466.90



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(g) for CX2 Construction Inc. in the hours of construction work for the South Brook Station Development to provide early morning concrete pours beginning at 1:00 a.m. at the site located at 144 South Brook Drive, between May 17, 2024, through June 17, 2024 (depending on weather conditions), and requiring the contractor to post notifications a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

Flynn Construction, Inc., the general contractor for the South Brook Station site development, has requested a variance for construction activities for concrete pours between May 17 and June 17, 2024, for the South Brook Station site located at 144 South Brook Drive in Leander, TX. They are requesting that they be granted a variance to be allowed to perform three (3) separate concrete pours beginning at 1:00 a.m. due to potential traffic and safety issues on US 183 that could occur with such a large volume of trucks for the pours. Pour one will begin on May 20; pour two the week of May 27, and pour three the week of June 10 (all dependent on weather conditions). The contractor will communicate with the surrounding residents forty-eight (48) hours in advance of the construction activities.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Flynn Construction, Inc.

RECOMMENDATION:

City Staff recommend approving a variance of the City's Noise Ordinance for construction activities as scheduled in the attached request for the South Brook Station site development project.

PRESENTER:

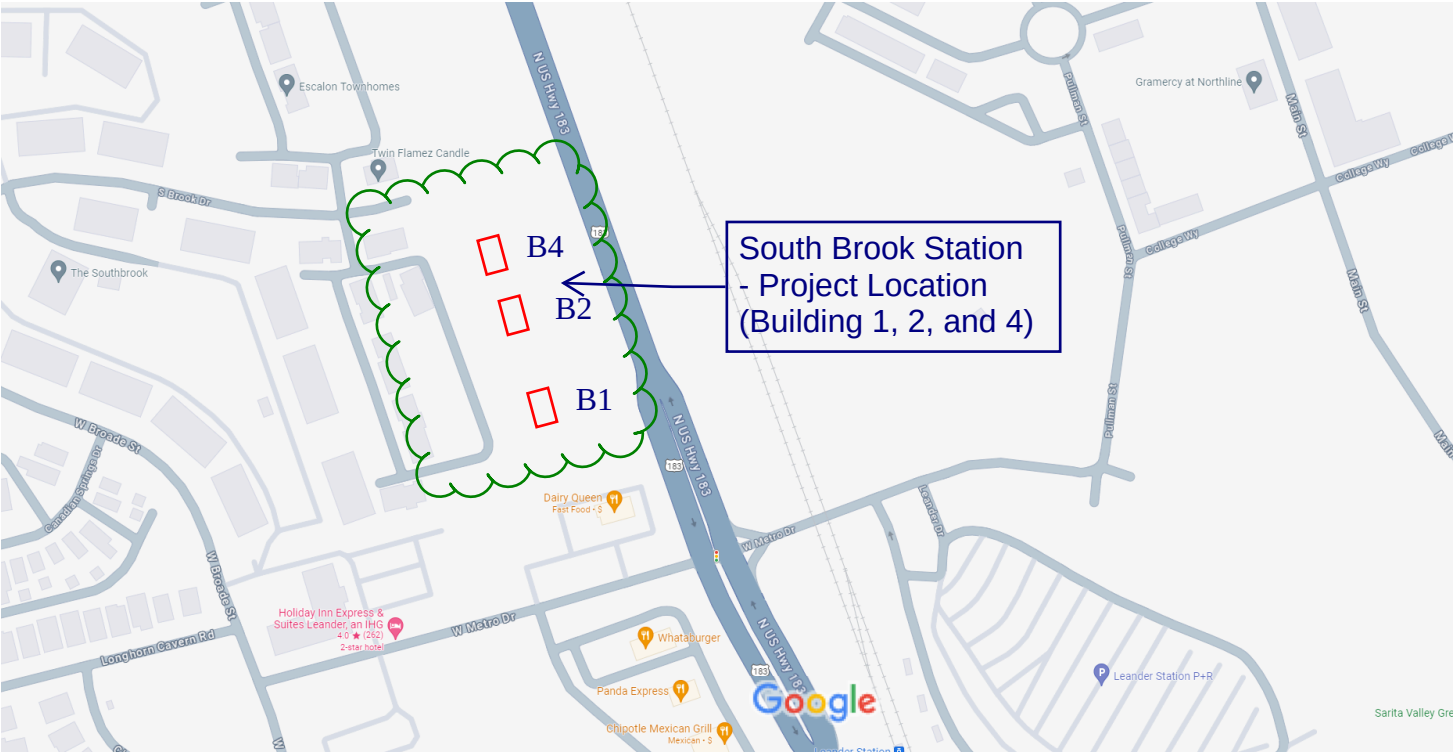
Emily D. Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

1. South Brook Station Location - Concrete Pours
2. Noise Variance Request Form - South Brook Station
3. Adjacent Property Information

4. Location Exhibit



Map data ©2024 Google 100 ft

Engineering Department

Temporary Noise Variance Application

Chapter 8 Offenses and Nuisances – Article 8.04 Noise **Sec. 8.04.002. Purpose (g) Construction**

1. Reasons for requesting a Temporary Noise Variance from the City of Leander (e.g. type of Construction Activities)
 - Place & finish the Shops 1 slab on grade (8,209 sf) in maximum one placement.
 - Place & finish the Shops 2 slab on grade (9,941 sf) in maximum one placement.
 - Place & finish the Shops 4 slab on grade (9,117 sf) in maximum one placement.
 - Place & finish the tilt wall panels for the Shops 2 & Shops 4 buildings (24,985 sf) in minimum two placements.
2. List any noise generating equipment that will be operated during the variance window (e.g. Light plants, Generators, Backhoe, concrete saw, vacuum, etc.)
 - 2 to 4 light towers spread around each placement area during the pours.
 - 1 or 2 small generators for concrete vibrators and other hand tools.
 - Concrete trucks throughout each pour.
 - Skidsteer occasionally used during each pour.
 - Concrete pump trucks during tilt wall panel pours.
3. List any measures that will be taken to reduce the impacts to neighbors. (e.g. No alarms, whistles or sirens will be used, we will notify the neighbors, etc.), to include **how** you will communicate with surrounding residents 48-hours before construction activity.
 - Backup alarms can be reduced or muted for concrete trucks and other equipment, please let us know what will be expected.
 - All lights for vehicles and equipment will be angled away from any nearby residences.
 - This project is on 183 and thankfully the new condominium are the only residential neighbors. We are in contact with the condos management team and will forward this noise variance to them and also have a phone conversation with them. The only other neighbor is Dairy Queen.

Engineering Department
Temporary Noise Variance Application Form

Project Address: 144South Brook Drive. Leander, TX 78641 AND Location: Located off 183 & South Brook Drive. North/West of Dairy Queen
Project Name: South Brook Station
Permit #: SD-23-0126 & SD-23-0092

Description of Construction Work (to include total number of concrete pours, if applicable):

There will be a total of 3EA concrete pours:

#1) Pour #1 – 1 pour week of 5/20/2024

- Place & finish the Shops 1 slab on grade (8,209 sf) in maximum one placement.
- Place & finish the Shops 2 slab on grade (9,941 sf) in maximum one placement.
- Place & finish the Shops 4 slab on grade (9,117 sf) in maximum one placement.
-

#2) Pour #2 – 1 Pour week of 5/27/2024

#3) Pour #3 – 1 Pour week of 6/10/2024

In the fields below, please enter the start date and time for the variance window including setup and traffic control. For the stop date use the ending day and time the variance will be needed including clean up.

Start Date: 5/17/2024

Start Time: 1:00AM

Finish Date: 6/17/2024

Finish Time: 10:00AM

Applicant Information:

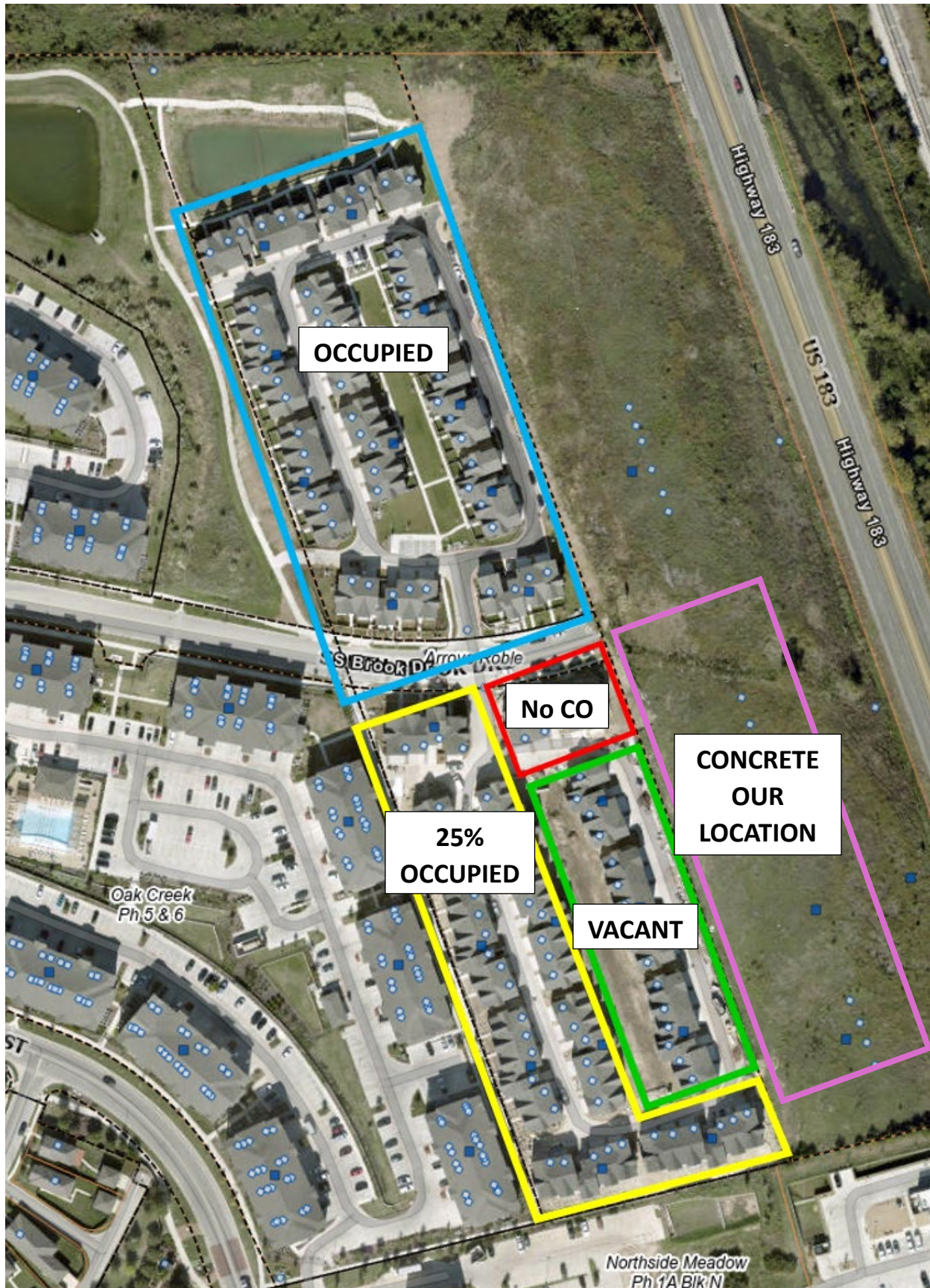
Name: Nick Levy Company CX2 Construction, Inc. Position: Project Manager

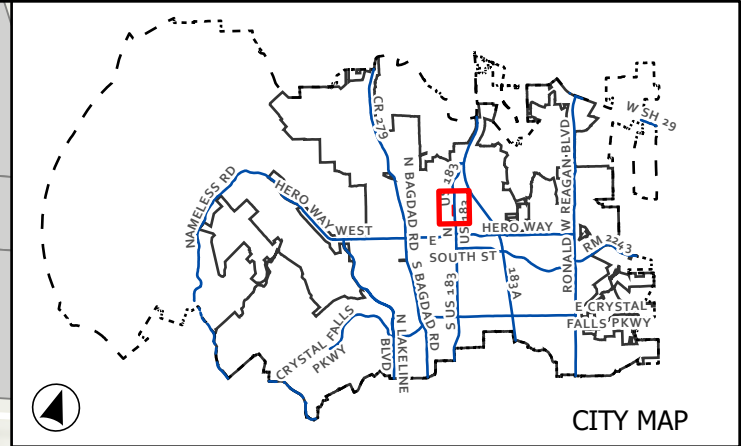
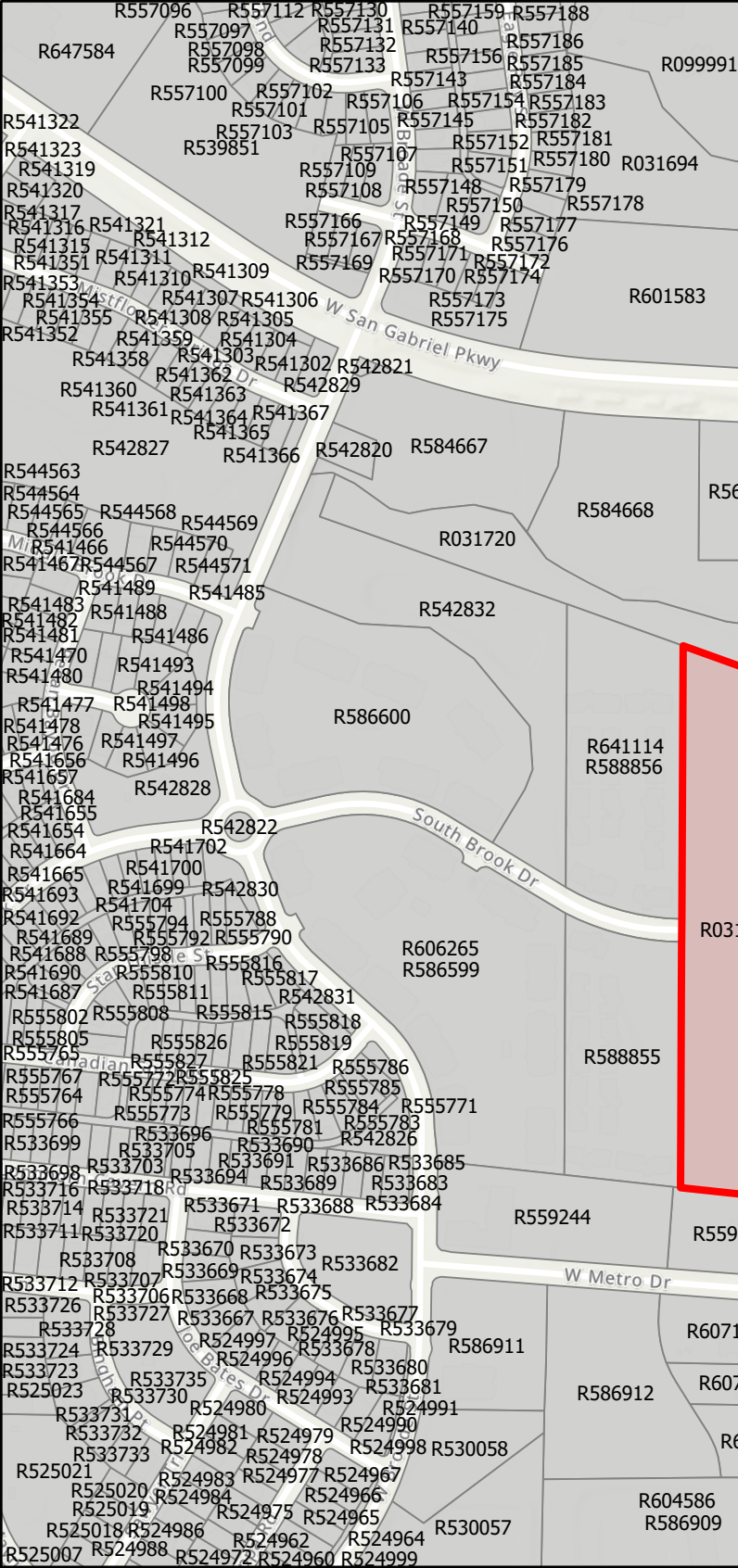
Address: 19507 FM 150 W, Driftwood TX, 78619 Phone: 512-922-7368 E-mail: nickl@cx2construction.com

Contractor Information:

Name: Ian Hamilton Company: Flynn Construction, Inc. Position: Project Manager
Address: 4638 South Lamar Blvd., Austin TX, 78745 Phone: 512-440-7643 E-mail: ihamilton@flynnconstruction.com

ESCALON TOWNHOMES





ATTACHMENT 3

SOUTH BROOK STATION NOISE WAIVER

Location Map

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



0 215 430

Feet

-  City Limits
 ETJ Boundary
 Subject Boundary



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of road closures for Old Town Street Festival event(s) to be held in Old Town District on June 1, 2024.

BACKGROUND:

Leander Chamber of Commerce & Visitors Center will host the Old Town Street Festival annual event in Old Town District on Saturday, June 1, 2024. The event will be open to the public from 11:00 a.m. to 10:00 p.m. and will feature live music, food and beverage vendors, craft vendors, a children's play area, and an Old Town 5K chip-timed run.

The following roads may be closed from 10:00 a.m. to 1:00 p.m. on the day of the event:

- Broade Street from Hero Way West to US 183
- Bagdad Street from Broade Street to Willis Street
- West Drive from Broade Street to Municipal Drive
- South Street from West Drive to Municipal Drive
- Municipal Drive from South Street to West Drive

The following roads may be closed from 5:00 a.m. to 11:59 p.m. on the day of the event:

- South Street from West Drive to US 183
- Brushy Street from Broade Street to Atkin Street
- Bagdad Street from Willis Street to South Street

HISTORY/TIMELINE:

APPLICANT/AGENT:

Leander Chamber of Commerce & Visitors Center

RECOMMENDATION:

Staff recommends approval of the requested road closures.

PRESENTER:

Billy Wusterhausen, Fire Chief

Bridget Brandt, Leander Chamber President/CEO

Fiscal Impact

Attachments:

1. 2024 Event Maps

2024 Race Road Closure Map



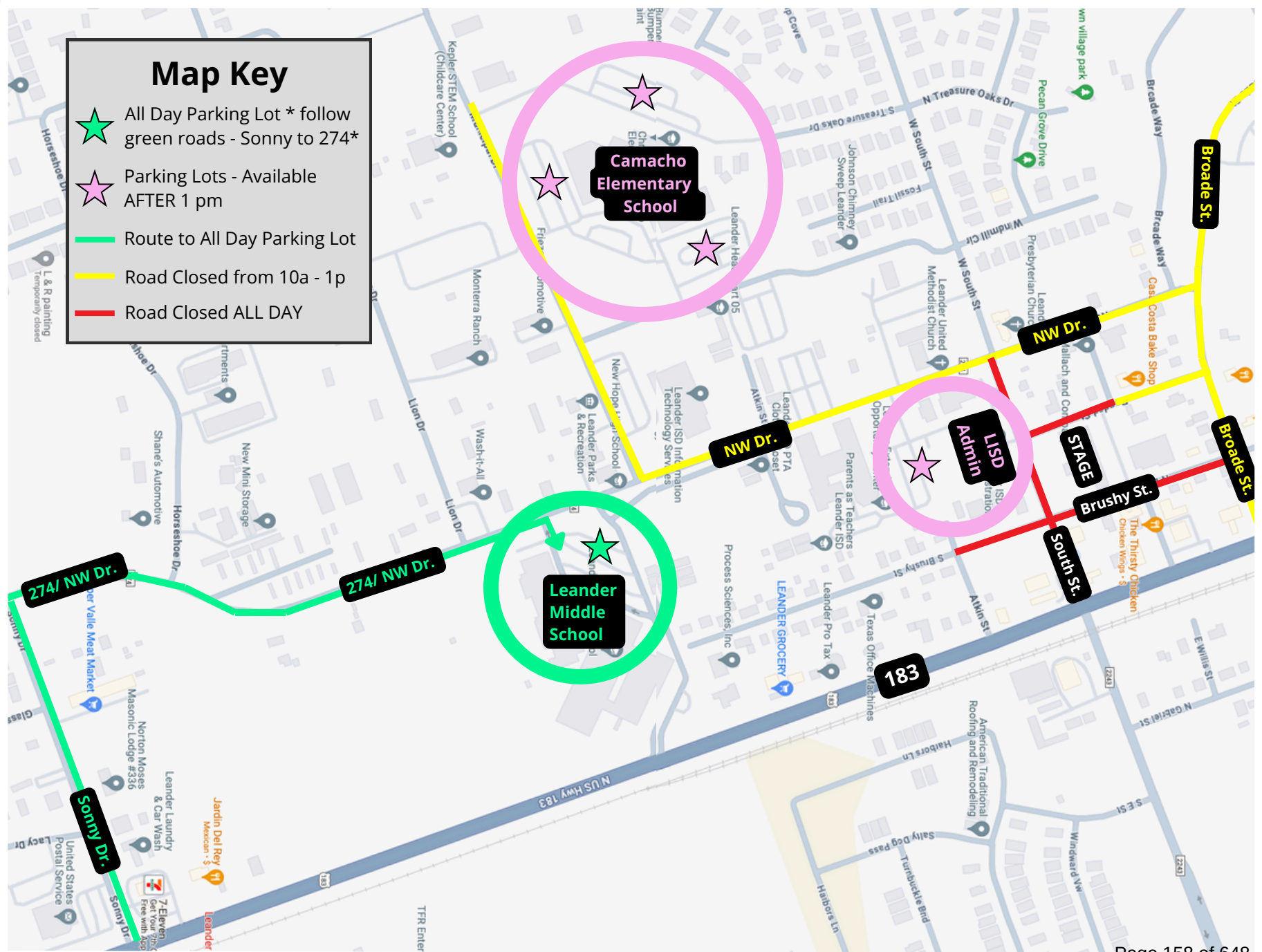
Broade St. and
S. West Dr. Closures from 10am - 1pm

- Closed all Day
- Closed 10am -1pm

2024 Festival Parking & Road Closure Map

Map Key

-  All Day Parking Lot * follow green roads - Sonny to 274*
-  Parking Lots - Available AFTER 1 pm
-  Route to All Day Parking Lot
-  Road Closed from 10a - 1p
-  Road Closed ALL DAY



LEANDER ROUTE

DISTANCE

3.17 mi

Help ?

Controls

100 North Brushy Street



PREFERENCES



Avoid Highways



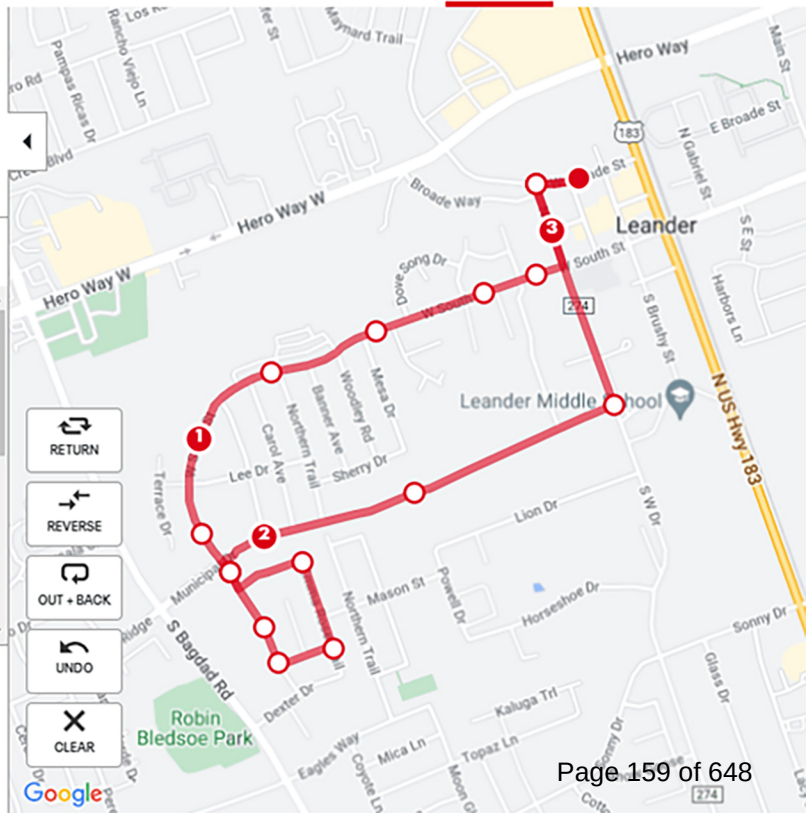
DISPLAY

Directions

SAVE ROUTE



Google





EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Acceptance of the Quarterly Investment Report for the period ending September 30, 2023.

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. Recently, staff discovered that the previous two (2) quarters have not been submitted to the City Council. The lapse was likely due to the changeover in agenda preparation software, coupled with city manager transition and completing the FY 2023 year-end audit. The period covered in this report is July 1, 2023, through September 30, 2023.

As of September 30, 2023, the City's investment portfolio ending book value was \$239,511,848.00. Investment income for the quarter was \$2,220,754.00, and the fiscal year-to-date interest earnings totaled \$7,430,138.27. The average yield to maturity on the investment fund was 3.479% and the weighted average maturity was one hundred sixty (160) days.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Acceptance

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. Quaterly_Financial_Report_Ending_09.30.2023



QUARTERLY INVESTMENT REPORT

City of Leander

SEPTEMBER 30, 2023



MEEDER

PUBLIC FUNDS

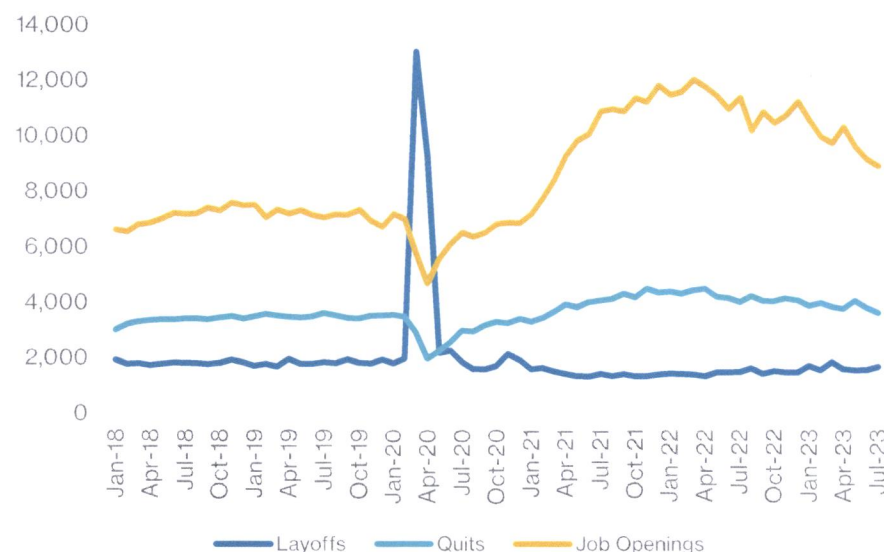
Loosening Labor Market & Inflation Rate Trending Lower

Following a quiet August, September saw economic data surprise to the upside. Both inflation and jobs data showed that the economy is still on solid ground albeit growing at a slower pace than in 2022. While coming in above expectations, the data was not strong enough to get the Fed to increase its target for the federal funds rate. However, the September meeting saw the Fed update its Statement of Economic Projections, including the keenly watched dot plot. The updated dot plot showed policymakers still see another 0.25% hike in 2023, and only 0.50% of rate cuts in 2024; the prior dot plot projected a full 1.00% of rate cuts in 2024. Chairman Powell used the press conference following the September meeting to communicate the Fed's commitment to the 2% inflation target. Markets extrapolated the updated economic projections to rates being "higher for longer", with treasury yields moving higher on the day and throughout September. Powell cautioned that the risks of tightening too much versus too little are both present and that the Fed is "in a position to proceed carefully".

The August US Employment report showed that the labor market continued to loosen. Nonfarm payrolls increased by 187,000. However, the prior two months of job gains were revised down by 110,000. Likewise, the unemployment rate increased to 3.8% as the participation rate increased, signaling more workers returned to the labor market. Wage growth slowed to 4.2% on the year and just 0.2% for the month. The combination of slowing job creation, higher participation, and slower wage growth is exactly the job market the Federal Reserve wants to see as it shows that a soft landing, where the job market slows but unemployment stays controlled, is still possible.

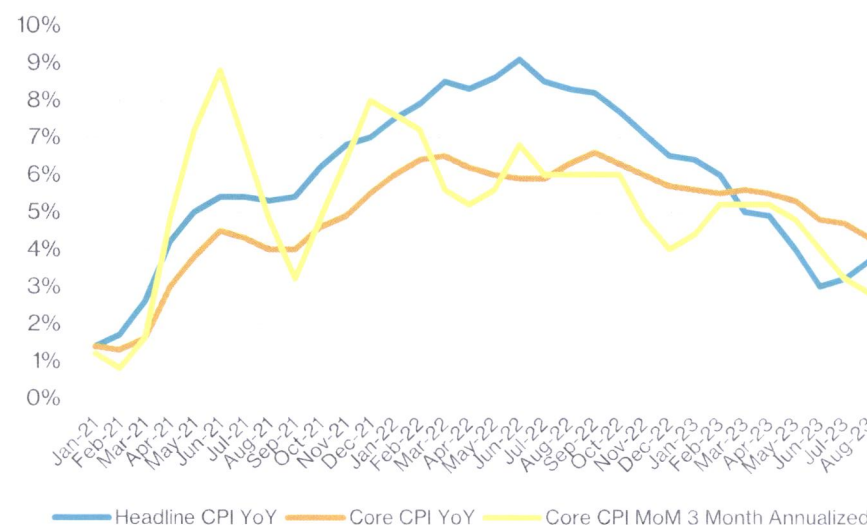
The Consumer Price Index (CPI) report from August showed that, while inflation data was not as soft as data from June and July, inflation is trending in the right direction. Headline CPI increased 0.6% in August, due mostly to an increase in energy prices. Specifically, gasoline prices increased 10.6% during the month, compared to a 0.2% increase in July. Core CPI increased 0.3% in August, following two consecutive monthly increases of 0.2%. Core CPI strips out volatile energy and food prices and is generally thought to be more reflective of price increases. Taking a step back, the 12-month change in core CPI ticked down to 4.3% from 4.7% last month and was the lowest 12-month increase since September 2021. Additionally, annualizing the last three months of core CPI readings points to core inflation of 2.4%, indicating more recent data is pointing to inflation trending close to the Federal Reserve's target of 2%.

Labor Market Loosening



SOURCE: BLOOMBERG

Inflation Trending Lower



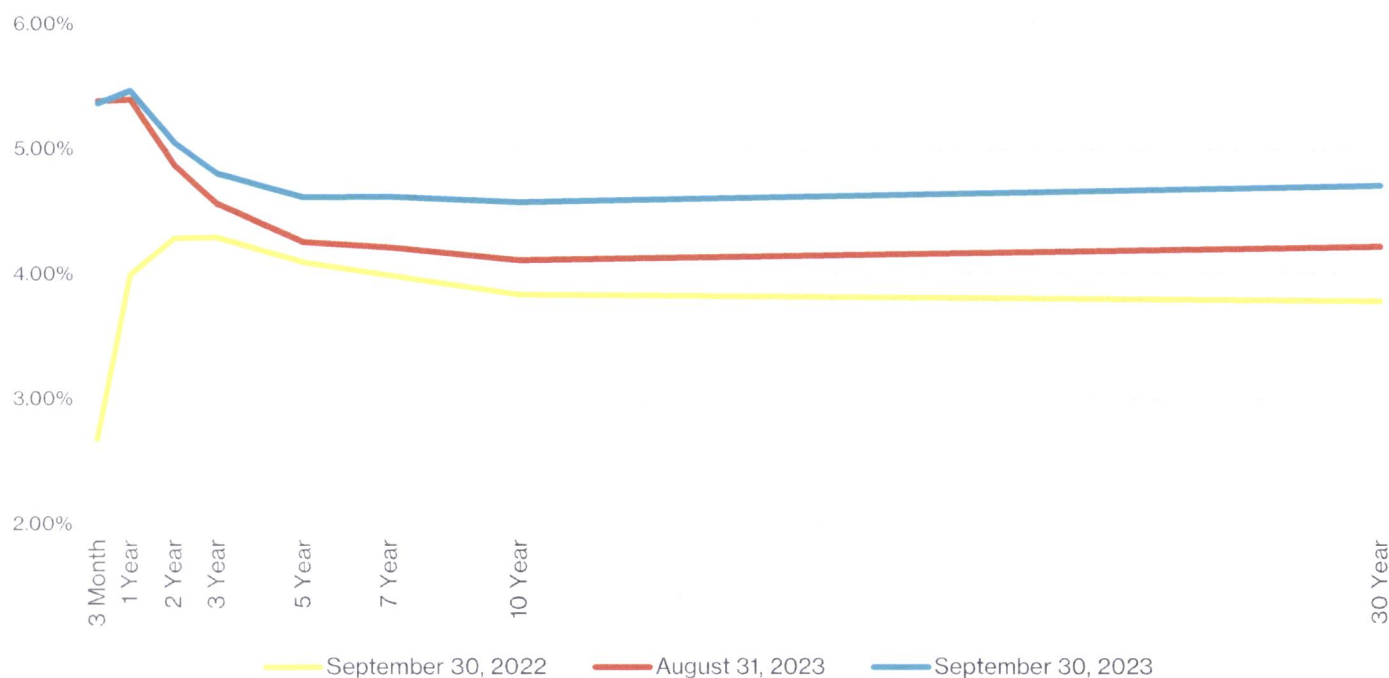
SOURCE: BLOOMBERG

Rates Move Higher

The combination of economic data, combined with the updated economic projections from the Federal Reserve led to more bear steepening. The 2-year US Treasury yield increased 0.18% to 5.05%, reflecting the lower odds of rate cuts in 2024. Likewise, long-term bond yields also increased, reflecting positive economic data. The 5-year US Treasury yield increased by 0.35% to 4.61%, and the 10-year US Treasury yield increased by 0.46% to 4.57%. Through September, the spread between the 2-year and 10-year treasury yield increased to -0.48%, well above the low of -1.08% in March 2023. Market pricing for rate hikes ended the month exactly where they began, pricing in a 40% chance of a 0.25% hike sometime in 2024. However, the market spent the month pricing cuts out. The implied federal funds rate in December 2024 increased from 4.23% to 4.62%, evidencing the market's belief that the Fed will not need to be as aggressive at cutting rates in 2024.

Credit product spreads remained contained in September. The more positive economic outlook combined with lower corporate and municipal bond issuance continues to keep a lid on spreads. Spreads on agency bonds tightened in September, remaining near long-term averages. We will continue to look to add value by picking up incremental yield on high-quality bonds. Rates are at historic levels not seen since 2007, making this a very attractive time to buy duration and lock in yields.

US Treasury Yield Curve



City of Leander, Texas

Quarterly Investment Report
July – September 2023

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 June 30, 2023</u>		<u>Portfolio as of September 30, 2023</u>	
Beginning Book Value	\$ 278,150,704	Ending Book Value	\$ 239,511,848
Beginning Market Value	\$ 274,320,909	Ending Market Value	\$ 236,823,415
Unrealized Gain/Loss	\$ (3,829,795)	Investment Income for the period	\$ 2,220,754
		Unrealized Gain/Loss	\$ (2,688,433)
		Change in Unrealized Gain/Loss	\$ 1,141,362
WAM at Beginning Period Date ¹	169 days	WAM at Ending Period Date ¹	160 days
		Change in Market Value ²	\$ (37,497,494)
Average Yield to Maturity for period		3.479%	
Average Yield 6 month T-bill for period		5.530%	
Average Yield 1 year Treasury for period		5.390%	
Average Yield 2 year Treasury for period		4.920%	

Authorized by:

Robert G. Powers 5/7/2024

Robert Powers, Executive Finance Director
City of Leander

Jason Headings

Jason Headings, Senior Vice President
Meeder Public Funds

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 September 30, 2023

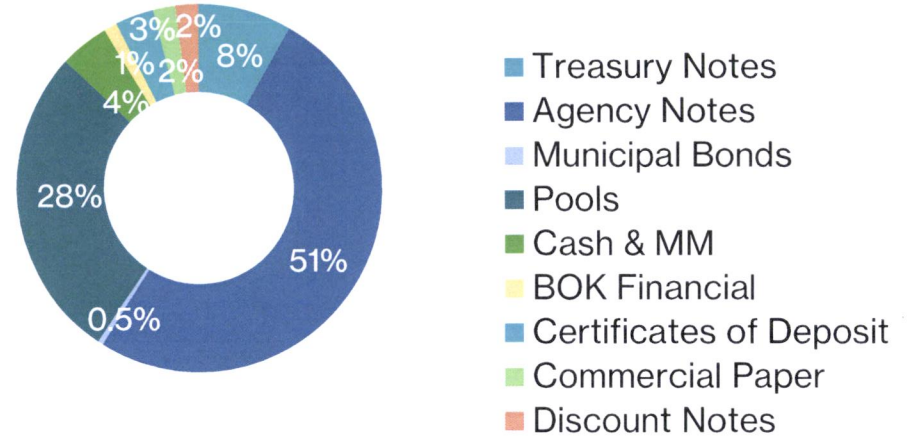


Your Portfolio Statistics

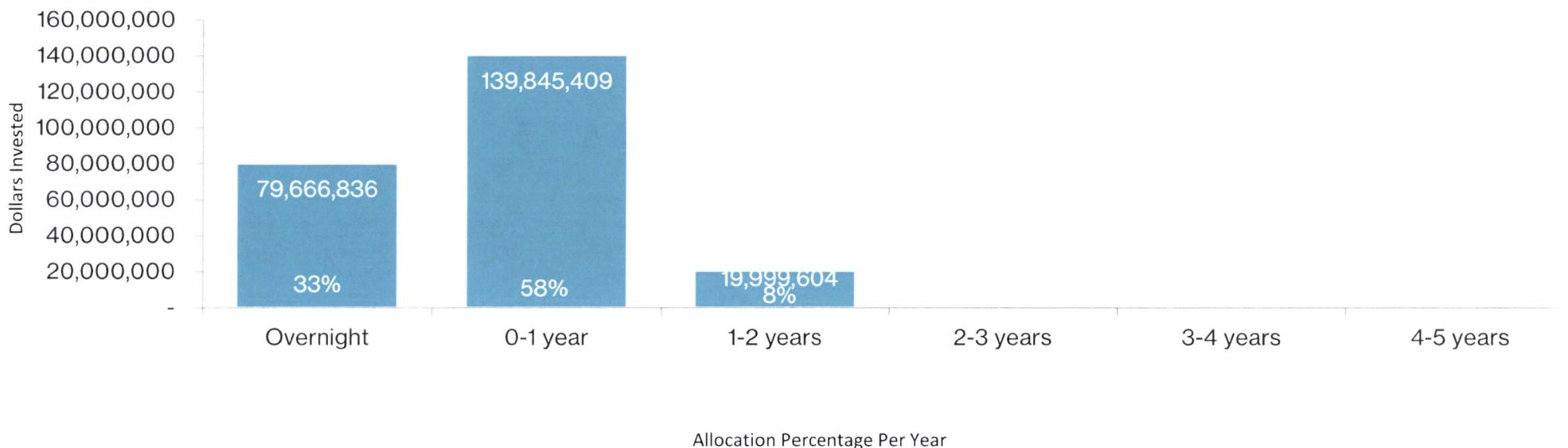
Weighted Average Maturity 0.44 years

Weighted Average Yield (All Funds) 3.60%

Your Asset Allocation



Your Maturity Distribution





City of Leander, Texas
Portfolio Management
Portfolio Summary
September 30, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
BOK Financial - MM Funds	2,843,728.87	2,843,728.87	2,843,728.87	1.19	1	1	4.960
Commercial Paper Disc. -Amortizing	5,000,000.00	4,873,240.00	4,873,550.00	2.03	175	162	5.858
Federal Agency Coupon Securities	121,000,000.00	118,632,308.03	121,005,690.52	50.52	779	254	2.557
Federal Agency Disc. -Amortizing	5,000,000.00	4,862,006.15	4,872,700.00	2.03	354	201	4.851
Treasury Coupon Securities	20,000,000.00	19,628,177.50	19,932,223.80	8.32	727	159	1.759
Municipal Bonds	1,125,000.00	1,125,000.00	1,125,000.00	0.47	1,067	0	0.571
Texpool	46,730,604.79	46,730,604.79	46,730,604.79	19.51	1	1	5.322
TexStar	18,496,819.20	18,496,819.20	18,496,819.20	7.72	1	1	5.311
Texas Range	1,172,647.06	1,172,647.06	1,172,647.06	0.49	1	1	5.350
Money Market Funds	10,205,136.69	10,205,136.69	10,205,136.69	4.26	1	1	5.221
Bank Accounts/CD's pd mo/qrly	8,253,746.76	8,253,746.76	8,253,746.76	3.45	356	305	5.464
	239,827,683.37	236,823,415.05	239,511,847.69	100.00%	482	160	3.603
Investments							
Cash and Accrued Interest							
Accrued Interest at Purchase		11,510.42	11,510.42				
Subtotal		11,510.42	11,510.42				
Total Cash and Investments	239,827,683.37	236,834,925.47	239,523,358.11		482	160	3.603
Total Earnings							
Current Year	September 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending				
	719,336.88	7,430,138.27	7,430,138.27				

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 J. Powers

5/7/2024

Robert Powers, Executive Finance Director

Reporting period 09/01/2023-09/30/2023

Data Updated: SET_LEND: 11/05/2023 15:00

Run Date: 11/05/2023 - 15:00

Portfolio LEND
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Report Ver. 7.3.6.1

City of Leander, Texas
Summary by Type
September 30, 2023
Grouped by Fund

Meeder Public Funds
 901 S. MoPac
 Suite 300
 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	5,868,720.09	5,868,720.09	2.45	5.322	1
Subtotal	1	5,868,720.09	5,868,720.09	2.45	5.322	1
Fund: Certs of Obligation 2016						
Federal Agency Coupon Securities	1	2,500,000.00	2,500,000.00	1.04	1.000	446
TexStar	1	2,164,196.37	2,164,196.37	0.90	5.310	1
Subtotal	2	4,664,196.37	4,664,196.37	1.94	3.000	240
Fund: Certs of Obligation 2018A						
TexStar	1	3,005,908.05	3,005,908.05	1.26	5.311	1
Subtotal	1	3,005,908.05	3,005,908.05	1.26	5.311	1
Fund: Certs of Obligation 2018B						
TexStar	1	396,747.86	396,747.86	0.17	5.310	1
Subtotal	1	396,747.86	396,747.86	0.17	5.310	1
Fund: Certs of Obligation 2022A						
Federal Agency Coupon Securities	2	11,000,000.00	11,016,066.06	4.60	2.600	162
Texpool	1	26,119.14	26,119.14	0.01	5.322	1
Subtotal	3	11,026,119.14	11,042,185.20	4.61	2.606	162
Fund: Certs of Obligation 2022B						
Federal Agency Coupon Securities	2	10,000,000.00	10,014,605.51	4.18	2.600	162
Commercial Paper Disc. -Amortizing	1	5,000,000.00	4,873,550.00	2.03	5.858	162
TexStar	1	1,562,810.46	1,562,810.46	0.65	5.311	1
Subtotal	4	16,562,810.46	16,450,965.97	6.86	3.822	147
Fund: Debt Service						
Texpool	1	6,041,029.11	6,041,029.11	2.52	5.322	1
Subtotal	1	6,041,029.11	6,041,029.11	2.52	5.322	1
Fund: General Consolidated						

City of Leander, Texas
Summary by Type
September 30, 2023
Grouped by Fund

Page 2

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: General Consolidated						
Bank Accounts/CD's pd mo/qrly	5	4,253,746.76	4,253,746.76	1.78	5.412	291
Federal Agency Disc -Amortizing	1	5,000,000.00	4,872,700.00	2.03	4.851	201
Federal Agency Coupon Securities	18	96,000,000.00	95,975,018.95	40.07	2.612	266
Municipal Bonds	1	1,125,000.00	1,125,000.00	0.47	0.571	0
Money Market Funds	2	10,205,136.69	10,205,136.69	4.26	5.221	1
Treasury Coupon Securities	4	20,000,000.00	19,932,223.80	8.32	1.759	159
Texpool	5	34,791,936.99	34,791,936.99	14.53	5.322	1
TexStar	2	1,393,864.85	1,393,864.85	0.58	5.311	1
Texas Range	1	1,172,647.06	1,172,647.06	0.49	5.350	1
Subtotal	39	173,942,332.35	173,722,275.10	72.53	3.369	178
Fund: GO 2016 - Senior Center						
TexStar	1	38,873.03	38,873.03	0.02	5.311	1
Subtotal	1	38,873.03	38,873.03	0.02	5.311	1
Fund: GO 2016 - Transportation						
TexStar	1	144,536.27	144,536.27	0.06	5.310	1
Subtotal	1	144,536.27	144,536.27	0.06	5.310	1
Fund: GO 2018 - Parks						
TexStar	1	270,283.11	270,283.11	0.11	5.311	1
Subtotal	1	270,283.11	270,283.11	0.11	5.311	1
Fund: GO 2018 - Rec Center						
TexStar	1	1,918,173.25	1,918,173.25	0.80	5.310	1
Subtotal	1	1,918,173.25	1,918,173.25	0.80	5.310	1
Fund: GO 2018 - Senior Center						
Federal Agency Coupon Securities	1	1,500,000.00	1,500,000.00	0.63	1.000	446
TexStar	1	367,036.48	367,036.48	0.15	5.311	1
Subtotal	2	1,867,036.48	1,867,036.48	0.78	1.847	359
Fund: GO 2018 - Transportation						
Bank Accounts/CD's pd mo/qrly	1	4,000,000.00	4,000,000.00	1.67	5.520	320

City of Leander, Texas
Summary by Type
September 30, 2023
Grouped by Fund

Page 3

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: GO 2018 - Transportation						
TexStar	1	7,234,389.47	7,234,389.47	3.02	5.310	1
Subtotal	2	11,234,389.47	11,234,389.47	4.69	5.385	115
Fund: PID Crystal Springs						
BOK Financial - MM Funds	1	712,923.53	712,923.53	0.30	4.960	1
Subtotal	1	712,923.53	712,923.53	0.30	4.960	1
Fund: PID Deerbrooke NIA						
BOK Financial - MM Funds	1	638,681.78	638,681.78	0.27	4.960	1
Texpool	1	63.70	63.70	0.00	5.322	1
Subtotal	2	638,745.48	638,745.48	0.27	4.960	1
Fund: PID Deerbrooke SIA						
BOK Financial - MM Funds	1	1,058,948.38	1,058,948.38	0.44	4.960	1
Texpool	1	2,735.76	2,735.76	0.00	5.322	1
Subtotal	2	1,061,684.14	1,061,684.14	0.44	4.961	1
Fund: PID Oak Creek						
BOK Financial - MM Funds	1	433,175.18	433,175.18	0.18	4.960	1
Subtotal	1	433,175.18	433,175.18	0.18	4.960	1
Total and Average	66	239,827,683.37	239,511,847.69	100.00	3.603	160



City of Leander, Texas
Fund ARPA21 - ARPA 2021
Investments by Fund
September 30, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
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	5,868,720.09	5,868,720.09	5,868,720.09	5.322	5.248	5.321	1
Subtotal and Average				5,868,720.09	5,868,720.09	5,868,720.09		5.249	5.322	1
Total Investments and Average				5,868,720.09	5,868,720.09	5,868,720.09		5.249	5.322	1

Fund CO2016 - Certs of Obligation 2016
Investments by Fund
September 30, 2023

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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										
3130AQM3	10194	FHLB Call Note	12/20/2021	2,500,000.00	2,500,000.00	2,367,695.58	1.000	0.986	1.000	12/20/2024 446
Subtotal and Average				2,500,000.00	2,500,000.00	2,367,695.58		0.986	1.000	446
TexStar										
20163	10028	TexStar	11/22/2016	2,164,196.37	2,164,196.37	2,164,196.37	5.311	5.237	5.310	1
Subtotal and Average				2,164,196.37	2,164,196.37	2,164,196.37		5.238	5.311	1
Total Investments and Average				4,664,196.37	4,664,196.37	4,531,891.95		2.959	3.000	239

Fund CO2018A - Certs of Obligation 2018A
Investments by Fund
September 30, 2023

Page 3

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20184	10104	TexStar	11/06/2018	3,005,908.05	3,005,908.05	3,005,908.05	5.311	5.237	5.310	1
Subtotal and Average				3,005,908.05	3,005,908.05	3,005,908.05		5.238	5.311	1
Total Investments and Average				3,005,908.05	3,005,908.05	3,005,908.05		5.238	5.311	1

Fund CO2018B - Certs of Obligation 2018B
Investments by Fund
September 30, 2023

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	396,747.86	396,747.86	396,747.86	5.311	5.237	5.310	1
Subtotal and Average				396,747.86	396,747.86	396,747.86		5.238	5.311	1
Total Investments and Average				396,747.86	396,747.86	396,747.86		5.238	5.311	1

Fund CO2022A - Certs of Obligation 2022A
Investments by Fund
September 30, 2023

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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										
3130A0F70	10213	FHLB Note	06/03/2022	5,508,451.83	5,500,000.00	5,480,300.32	3.375	2.493	2.528	12/08/2023 68
3130A1XJ2	10215	FHLB Note	06/03/2022	5,507,614.23	5,500,000.00	5,395,331.65	2.875	2.634	2.671	06/14/2024 257
Subtotal and Average				11,016,066.06	11,000,000.00	10,875,631.97		2.564	2.600	162
Texpool										
60000014	10212	Texpool	05/26/2022	26,119.14	26,119.14	26,119.14	5.322	5.248	5.321	1
Subtotal and Average				26,119.14	26,119.14	26,119.14		5.249	5.322	1
Total Investments and Average				11,042,185.20	11,026,119.14	10,901,751.11		2.570	2.606	162

Fund CO2022B - Certs of Obligation 2022B
Investments by Fund
September 30, 2023

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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										
53948ACB5	10236	Lloyds Bank Corp CP	09/18/2023	4,873,550.00	5,000,000.00	4,873,240.00		5.777	5.858	03/11/2024 162
Subtotal and Average				4,873,550.00	5,000,000.00	4,873,240.00		5.778	5.858	162
Federal Agency Coupon Securities										
3130A0F70	10214	FHLB Note	06/03/2022	5,007,683.49	5,000,000.00	4,982,091.20	3.375	2.493	2.528	12/08/2023 68
3130A1XJ2	10216	FHLB Note	06/03/2022	5,006,922.02	5,000,000.00	4,904,846.95	2.875	2.634	2.671	06/14/2024 257
Subtotal and Average				10,014,605.51	10,000,000.00	9,886,938.15		2.564	2.600	162
TexStar										
20210	10171	TexStar	01/14/2021	1,562,810.46	1,562,810.46	1,562,810.46	5.311	5.237	5.310	1
Subtotal and Average				1,562,810.46	1,562,810.46	1,562,810.46		5.238	5.311	1
Total Investments and Average				16,450,965.97	16,562,810.46	16,322,988.61		3.770	3.822	147

**Fund DS - Debt Service
Investments by Fund
September 30, 2023**

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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	6,041,029.11	6,041,029.11	6,041,029.11	5.322	5.248	5.321	1
Subtotal and Average				6,041,029.11	6,041,029.11	6,041,029.11		5.249	5.322	1
Total Investments and Average				6,041,029.11	6,041,029.11	6,041,029.11		5.249	5.322	1

**Fund GEN - General Consolidated
Investments by Fund
September 30, 2023**

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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										
31422XMV1	10188	FRMAC Call Note	10/04/2021	5,000,000.00	5,000,000.00	4,753,015.65	0.500	0.493	0.500	10/04/2024 369
3133ENGQ7	10191	FFCB Note	12/09/2021	4,999,603.70	5,000,000.00	4,738,606.70	0.920	0.914	0.926	12/09/2024 435
3133ENG20	10221	FFCB Note	08/15/2022	4,999,372.00	5,000,000.00	4,909,809.90	3.300	3.269	3.315	08/15/2024 319
3133EPGX7	10231	FFCB Note	05/12/2023	5,003,599.14	5,000,000.00	4,984,382.75	4.875	4.675	4.740	04/25/2024 207
3133EMCQ3	10165	FFCB Call Note	10/15/2020	5,000,000.00	5,000,000.00	4,989,674.60	0.280	0.313	0.317	10/13/2023 12
3133EMVD1	10173	FFCB Call Note	04/05/2021	5,000,000.00	5,000,000.00	4,867,987.70	0.330	0.366	0.371	04/05/2024 187
3130ARHG9	10220	FHLB Note	08/11/2022	4,977,527.74	5,000,000.00	4,931,689.20	2.125	3.217	3.262	02/28/2024 150
3130ATVC8	10225	FHLB Note	01/30/2023	5,004,737.35	5,000,000.00	4,970,867.45	4.875	4.658	4.723	06/14/2024 257
3130ATUQ8	10226	FHLB Note	01/31/2023	9,996,637.08	10,000,000.00	9,965,622.90	4.750	4.762	4.829	03/08/2024 159
3130AXAF5	10235	FHLB Note	09/18/2023	9,993,541.94	10,000,000.00	9,987,938.10	5.375	5.370	5.444	09/18/2024 353
3130ALJ70	10172	FHLB Call Note	03/12/2021	5,000,000.00	5,000,000.00	4,887,179.70	0.400	0.394	0.400	03/12/2024 163
3130ALVY7	10176	FHLB Call Note	04/15/2021	5,000,000.00	5,000,000.00	4,862,661.40	0.400	0.394	0.400	04/15/2024 197
3130AMEZ1	10180	FHLB Call Note	05/28/2021	5,000,000.00	5,000,000.00	4,835,936.60	0.400	0.394	0.400	05/24/2024 236
3130AMT85	10181	FHLB Call Note	06/28/2021	5,000,000.00	5,000,000.00	4,812,393.90	0.400	0.394	0.400	06/28/2024 271
3130ANNS5	10186	FHLB Call Note	08/30/2021	5,000,000.00	5,000,000.00	4,776,469.30	0.500	0.493	0.500	08/28/2024 332
3130AOCM3	10193	FHLB Call Note	12/20/2021	1,000,000.00	1,000,000.00	947,078.23	1.000	0.986	1.000	12/20/2024 446
3130AVKN1	10229	FHLB Call Note	04/05/2023	5,000,000.00	5,000,000.00	4,984,245.45	5.150	5.083	5.153	04/30/2024 212
3134GXZT4	10218	FHLMC Call Note	07/14/2022	5,000,000.00	5,000,000.00	4,875,865.45	4.000	3.945	4.000	07/14/2025 652
Subtotal and Average				95,975,018.95	96,000,000.00	94,081,424.98		2.576	2.612	266
Federal Agency Disc. -Amortizing										
313384VU0	10230	FHLB DN	05/01/2023	4,872,700.00	5,000,000.00	4,862,006.15		4.784	4.851	04/19/2024 201
Subtotal and Average				4,872,700.00	5,000,000.00	4,862,006.15		4.785	4.851	201
Treasury Coupon Securities										
91282CBE0	10196	T Note	01/12/2022	4,988,758.74	5,000,000.00	4,925,000.00	0.125	0.895	0.908	01/15/2024 106
91282CBM2	10202	T Note	02/22/2022	4,975,573.78	5,000,000.00	4,903,125.00	0.125	1.430	1.450	02/15/2024 137
91282BU3	10203	T Note	03/23/2022	4,983,349.17	5,000,000.00	4,839,648.45	1.875	2.219	2.250	08/31/2024 335
91282CDM0	10209	T Note	05/18/2022	4,984,542.11	5,000,000.00	4,960,404.05	0.500	2.395	2.428	11/30/2023 60
Subtotal and Average				19,932,223.80	20,000,000.00	19,628,177.50		1.735	1.759	159
Municipal Bonds										
419792ZJ8	10167	State of Hawaii	10/29/2020	1,125,000.00	1,125,000.00	1,125,000.00	0.571	0.562	0.570	10/01/2023 0
Subtotal and Average				1,125,000.00	1,125,000.00	1,125,000.00		0.563	0.571	0

Portfolio LEND
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**Fund GEN - General Consolidated
Investments by Fund
September 30, 2023**

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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										
60000001	10015	Texpool	09/01/2016	1,677,941 53	1,677,941 53	1,677,941 53	5 322	5 248	5 321	1
60000002	10016	Texpool	09/01/2016	32,761,307 85	32,761,307 85	32,761,307 85	5 322	5 248	5 321	1
60000005	10018	Texpool	09/01/2016	0 00	0 00	0 00	5 322	5 248	5 321	1
60000008	10019	Texpool	09/01/2016	340,849 16	340,849 16	340,849 16	5 322	5 248	5 321	1
60000009	10020	Texpool	09/01/2016	11,838 45	11,838 45	11,838 45	5 322	5 248	5 321	1
Subtotal and Average				34,791,936.99	34,791,936.99	34,791,936.99		5.249	5.322	1
TexStar										
11890	10013	TexStar	09/01/2016	1,384,227 21	1,384,227 21	1,384,227 21	5 311	5 237	5 310	1
23010	10014	TexStar	09/01/2016	9,637 64	9,637 64	9,637 64	5 311	5 237	5 310	1
Subtotal and Average				1,393,864.85	1,393,864.85	1,393,864.85		5.238	5.311	1
Texas Range										
1168	10011	Texas Range Texas Daily	09/01/2016	1,172,647 06	1,172,647 06	1,172,647 06	5 350	5 276	5 350	1
Subtotal and Average				1,172,647.06	1,172,647.06	1,172,647.06		5.277	5.350	1
Money Market Funds										
2142	10117	Invesco Gov't & Agency-Res	01/25/2019	4,918,638 96	4,918,638 96	4,918,638 96	4 694	4 630	4 694	1
026	10199	NexBank ICS	01/19/2022	5,286,497 73	5,286,497 73	5,286,497 73	5 710	5 631	5 710	1
Subtotal and Average				10,205,136.69	10,205,136.69	10,205,136.69		5.149	5.221	1
Bank Accounts/CD's pd mo/qrly										
5446	10003	BBVA-PNC Business Checking	09/01/2016	960 85	960 85	960 85				1
172404911A	10233	East West Bank	08/03/2023	4,035,847 95	4,035,847 95	4,035,847 95	5 520	5 444	5 520	08/03/2024 307
8172	10004	Frost Bk Public Fund Checking	09/01/2016	5,265 92	5,265 92	5,265 92				1
8156	10005	Frost Bk Public Fund Checking	09/01/2016	0 00	0 00	0 00				1
380B	10205	Texas Capital Bank Public Chkg	03/22/2022	211,672 04	211,672 04	211,672 04	3 512	3 464	3 512	1
Subtotal and Average				4,253,746.76	4,253,746.76	4,253,746.76		5.338	5.412	291
Total Investments and Average				173,722,275.10	173,942,332.35	171,513,940.98		3.322	3.369	178

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Fund GO16SC - GO 2016 - Senior Center
Investments by Fund
September 30, 2023

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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	38,873.03	38,873.03	38,873.03	5.311	5.237	5.310	1
Subtotal and Average				38,873.03	38,873.03	38,873.03		5.238	5.311	1
Total Investments and Average				38,873.03	38,873.03	38,873.03		5.238	5.311	1

Fund GO16TR - GO 2016 - Transportation
Investments by Fund
September 30, 2023

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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	144,536.27	144,536.27	144,536.27	5.311	5.237	5.310	1
Subtotal and Average				144,536.27	144,536.27	144,536.27		5.238	5.311	1
Total Investments and Average				144,536.27	144,536.27	144,536.27		5.238	5.311	1

Fund GO18PK - GO 2018 - Parks
Investments by Fund
September 30, 2023

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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	270,283.11	270,283.11	270,283.11	5.311	5.237	5.310	1
Subtotal and Average				270,283.11	270,283.11	270,283.11		5.238	5.311	1
Total Investments and Average				270,283.11	270,283.11	270,283.11		5.238	5.311	1

Fund GO18REC - GO 2018 - Rec Center
Investments by Fund
September 30, 2023

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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										
20180	10107	TexStar	11/06/2018	1,918,173.25	1,918,173.25	1,918,173.25	5.311	5.237	5.310	1
Subtotal and Average				1,918,173.25	1,918,173.25	1,918,173.25		5.238	5.311	1
Total Investments and Average				1,918,173.25	1,918,173.25	1,918,173.25		5.238	5.311	1

Fund GO18SC - GO 2018 - Senior Center
Investments by Fund
September 30, 2023

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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	1,420,617.35	1.000	0.986	1.000	12/20/2024 446
Subtotal and Average				1,500,000.00	1,500,000.00	1,420,617.35		0.986	1.000	446
TexStar										
20183	10108	TexStar	11/06/2018	367,036.48	367,036.48	367,036.48	5.311	5.237	5.310	1
Subtotal and Average				367,036.48	367,036.48	367,036.48		5.238	5.311	1
Total Investments and Average				1,867,036.48	1,867,036.48	1,787,653.83		1.822	1.847	358

Fund GO18TR - GO 2018 - Transportation
Investments by Fund
September 30, 2023

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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										
20181	10109	TexStar	11/06/2018	7,234,389.47	7,234,389.47	7,234,389.47	5.311	5.237	5.310	1
Subtotal and Average				7,234,389.47	7,234,389.47	7,234,389.47		5.238	5.311	1
Bank Accounts/CD's pd mo/qrtly										
2400000462A	10234	Texas Capital Bank	08/16/2023	4,000,000.00	4,000,000.00	4,000,000.00	5.520	5.444	5.520	08/16/2024 320
Subtotal and Average				4,000,000.00	4,000,000.00	4,000,000.00		5.444	5.520	320
Total Investments and Average				11,234,389.47	11,234,389.47	11,234,389.47		5.311	5.385	114

Fund PIDCS - PID Crystal Springs
Investments by Fund
September 30, 2023

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	712,923.53	712,923.53	712,923.53	4.960	4.892	4.960	1
Subtotal and Average				712,923.53	712,923.53	712,923.53		4.892	4.960	1
Total Investments and Average				712,923.53	712,923.53	712,923.53		4.892	4.960	1

Fund PIDDBN - PID Deerbrooke NIA
Investments by Fund
September 30, 2023

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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	638,681.78	638,681.78	638,681.78	4.960	4.892	4.960	1
Subtotal and Average				638,681.78	638,681.78	638,681.78		4.892	4.960	1
Texpool										
60000012	10147	Texpool	01/30/2020	63.70	63.70	63.70	5.322	5.248	5.321	1
Subtotal and Average				63.70	63.70	63.70		5.249	5.322	1
Total Investments and Average				638,745.48	638,745.48	638,745.48		4.892	4.960	1

Fund PIDDBS - PID Deerbrooke SIA
Investments by Fund
September 30, 2023

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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	1,058,948.38	1,058,948.38	1,058,948.38	4.960	4.892	4.960	1
Subtotal and Average				1,058,948.38	1,058,948.38	1,058,948.38		4.892	4.960	1
Texpool										
60000011	10124	Texpool	03/06/2019	2,735.76	2,735.76	2,735.76	5.322	5.248	5.321	1
Subtotal and Average				2,735.76	2,735.76	2,735.76		5.249	5.322	1
Total Investments and Average				1,061,684.14	1,061,684.14	1,061,684.14		4.893	4.961	1

**Fund PIDOC - PID Oak Creek
Investments by Fund
September 30, 2023**

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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	433,175.18	433,175.18	433,175.18	4.960	4.892	4.960	1
Subtotal and Average				433,175.18	433,175.18	433,175.18		4.892	4.960	1
Total Investments and Average				433,175.18	433,175.18	433,175.18		4.892	4.960	1



City of Leander, Texas
Cash Reconciliation Report
For the Period July 1, 2023 - September 30, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
07/14/2023	10218	GEN	Interest	3134GXZT4	5,000,000.00	FHLMCC 5.0M 4.00% Mat.	07/14/2025	0.00	100,000.00	0.00	100,000.00
07/15/2023	10196	GEN	Interest	91282CBE0	5,000,000.00	TNOTE 5.0M 0.13% Mat. 01/15/2024	01/15/2024	0.00	3,125.00	0.00	3,125.00
07/31/2023	10197	GEN	Interest	91282CCN9	5,000,000.00	TNOTE 5.0M 0.13% Mat. 07/31/2023	07/31/2023	0.00	3,125.00	0.00	3,125.00
07/31/2023	10197	GEN	Maturity	91282CCN9	5,000,000.00	TNOTE 5.0M 0.13% Mat. 07/31/2023	07/31/2023	0.00	0.00	5,000,000.00	5,000,000.00
08/03/2023	10222	GEN	Interest	172404911	4,401,069.35	EWBCD 4.4M 3.03% Mat.	08/03/2023	0.00	12,409.89	0.00	12,409.89
08/03/2023	10222	GEN	Interest	172404911	4,401,069.35	EWBCD 4.4M 3.03% Mat.	08/03/2023	-12,409.89	0.00	0.00	-12,409.89
08/03/2023	10233	GEN	Purchase	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat. 08/03/2024	08/03/2024	-4,536,456.90	0.00	0.00	-4,536,456.90
08/08/2023	10219	GEN	Interest	3133ENF39	5,000,000.00	FFCB 5.0M 3.13% Mat. 08/08/2023	08/08/2023	0.00	78,125.00	0.00	78,125.00
08/08/2023	10219	GEN	Maturity	3133ENF39	5,000,000.00	FFCB 5.0M 3.13% Mat. 08/08/2023	08/08/2023	0.00	0.00	5,000,000.00	5,000,000.00
08/15/2023	10202	GEN	Interest	91282CBM2	5,000,000.00	TNOTE 5.0M 0.13% Mat. 02/15/2024	02/15/2024	0.00	3,125.00	0.00	3,125.00
08/15/2023	10221	GEN	Interest	3133ENG20	5,000,000.00	FFCB 5.0M 3.30% Mat. 08/15/2024	08/15/2024	0.00	82,500.00	0.00	82,500.00
08/16/2023	10224	GO18TR	Interest	240000062	4,000,000.00	TCB 4.0M 4.15% Mat. 08/16/2023	08/16/2023	0.00	42,932.86	0.00	42,932.86
08/16/2023	10224	GO18TR	Interest	240000062	4,000,000.00	TCB 4.0M 4.15% Mat. 08/16/2023	08/16/2023	-42,932.86	0.00	0.00	-42,932.86
08/16/2023	10234	GO18TR	Purchase	2400000462A	4,000,000.00	TCB 4.0M 5.52% Mat. 08/16/2024	08/16/2024	-4,000,000.00	0.00	0.00	-4,000,000.00
08/28/2023	10186	GEN	Interest	3130ANNS5	5,000,000.00	FHLBC 5.0M 0.50% Mat. 08/28/2024	08/28/2024	0.00	12,500.00	0.00	12,500.00
08/28/2023	10220	GEN	Interest	3130ARHG9	5,000,000.00	FHLB 5.0M 2.13% Mat. 02/28/2024	02/28/2024	0.00	53,125.00	0.00	53,125.00
08/31/2023	10201	GEN	Interest	91282CCU3	5,000,000.00	TNOTE 5.0M 0.13% Mat. 08/31/2023	08/31/2023	0.00	3,125.00	0.00	3,125.00
08/31/2023	10203	GEN	Interest	9128282U3	5,000,000.00	TNOTE 5.0M 1.88% Mat. 08/31/2024	08/31/2024	0.00	46,875.00	0.00	46,875.00
08/31/2023	10233	GEN	Interest	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat. 08/03/2024	08/03/2024	0.00	17,580.21	0.00	17,580.21
08/31/2023	10233	GEN	Interest	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat. 08/03/2024	08/03/2024	-17,580.21	0.00	0.00	-17,580.21
08/31/2023	10201	GEN	Maturity	91282CCU3	5,000,000.00	TNOTE 5.0M 0.13% Mat. 08/31/2023	08/31/2023	0.00	0.00	5,000,000.00	5,000,000.00
09/08/2023	10226	GEN	Interest	3130ATUQ8	10,000,000.00	FHLB 10.0M 4.75% Mat. 03/08/2024	03/08/2024	0.00	237,500.00	0.00	237,500.00
09/12/2023	10172	GEN	Interest	3130ALJ70	5,000,000.00	FHLBC 5.0M 0.40% Mat. 03/12/2024	03/12/2024	0.00	10,000.00	0.00	10,000.00
09/14/2023	10227	CO2022B	Maturity	89233HWE0	8,000,000.00	TOYMCC 8.0M 0.00% Mat.	09/14/2023	0.00	0.00	8,000,000.00	8,000,000.00
09/15/2023	10204	GEN	Interest	91282CAK7	5,000,000.00	TNOTE 5.0M 0.13% Mat. 09/15/2023	09/15/2023	0.00	3,125.00	0.00	3,125.00
09/15/2023	10204	GEN	Maturity	91282CAK7	5,000,000.00	TNOTE 5.0M 0.13% Mat. 09/15/2023	09/15/2023	0.00	0.00	5,000,000.00	5,000,000.00
09/18/2023	10235	GEN	Purchase	3130AXAF5	10,000,000.00	FHLB 10.0M 5.38% Mat. 09/18/2024	09/18/2024	-9,993,300.00	0.00	0.00	-9,993,300.00
09/18/2023	10236	CO2022B	Purchase	53948ACB5	5,000,000.00	LLOYDS 5.0M 0.00% Mat.	03/11/2024	-4,863,402.78	0.00	0.00	-4,863,402.78
09/19/2023	10228	CO2022A	Maturity	22533UWK5	5,000,000.00	CRAGCP 5.0M 0.00% Mat.	09/19/2023	0.00	0.00	5,000,000.00	5,000,000.00
09/30/2023	10233	GEN	Interest	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat. 08/03/2024	08/03/2024	0.00	18,267.74	0.00	18,267.74
09/30/2023	10233	GEN	Interest	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat. 08/03/2024	08/03/2024	-18,267.74	0.00	0.00	-18,267.74
10/02/2023	10210	GEN	Maturity	912828T26	5,000,000.00	TNOTE 5.0M 1.38% Mat. 09/30/2023	09/30/2023	0.00	0.00	5,000,000.00	5,000,000.00
Subtotal								-23,484,350.38	727,440.70	38,000,000.00	15,243,090.32
Total								-23,484,350.38	727,440.70	38,000,000.00	15,243,090.32



City of Leander, Texas
Purchases Report
Sorted by Fund - Issuer
July 1, 2023 - September 30, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
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
Certs of Obligation 2022B													
53948ACB5	10236	CO2022B	ACP	LLOYDS	5,000,000.00	09/18/2023	03/11 - At Maturity	4,863,402.78			03/11/2024	5.778	4,873,550.00
			Subtotal		5,000,000.00			4,863,402.78	0.00				4,873,550.00
General Consolidated													
172404911A	10233	GEN	RR5	EWB	4,536,456.90	08/03/2023	/ - Monthly	4,536,456.90		5.520	08/03/2024	5.520	4,035,847.95
3130AXAF5	10235	GEN	FAC	FHLB	10,000,000.00	09/18/2023	03/18 - 09/18	9,993,300.00		5.375	09/18/2024	5.445	9,993,541.94
			Subtotal		14,536,456.90			14,529,756.90	0.00				14,029,389.89
GO 2018 - Transportation													
2400000462A	10234	GO18TR	RR5	TCB	4,000,000.00	08/16/2023	/ - Monthly	4,000,000.00		5.520	08/16/2024	5.520	4,000,000.00
			Subtotal		4,000,000.00			4,000,000.00	0.00				4,000,000.00
Total Purchases					23,536,456.90			23,393,159.68	0.00				22,902,939.89



City of Leander, Texas
Maturity Report
Sorted by Maturity Date

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746

Amounts due during July 1, 2023 - September 30, 2023

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
2400000460A	10232	GO18SC	RR5	TCB	2,041,076.56	07/18/2023	05/16/2023		2,041,076.56	0.00	2,041,076.56	0.00
91282CCN9	10197	GEN	TRC	TNOTE	5,000,000.00	07/31/2023	01/25/2022	0.125	5,000,000.00	3,125.00	5,003,125.00	3,125.00
172404911	10222	GEN	RR5	EWBCD	4,524,047.01	08/03/2023	08/03/2022	3.030	4,524,047.01	0.00	4,524,047.01	0.00
3133ENF39	10219	GEN	FAC	FFCB	5,000,000.00	08/08/2023	08/11/2022	3.125	5,000,000.00	78,125.00	5,078,125.00	78,125.00
240000062	10224	GO18TR	RR5	TCB	4,083,164.89	08/16/2023	11/16/2022	4.150	4,083,164.89	0.00	4,083,164.89	0.00
91282CCU3	10201	GEN	TRC	TNOTE	5,000,000.00	08/31/2023	02/22/2022	0.125	5,000,000.00	3,125.00	5,003,125.00	3,125.00
89233HWE0	10227	CO2022B	ACP	TOYMCC	8,000,000.00	09/14/2023	03/16/2023		8,000,000.00	0.00	8,000,000.00	0.00
91282CAK7	10204	GEN	TRC	TNOTE	5,000,000.00	09/15/2023	03/29/2022	0.125	5,000,000.00	3,125.00	5,003,125.00	3,125.00
22533UWK5	10228	CO2022A	ACP	CRAGCP	5,000,000.00	09/19/2023	03/16/2023		5,000,000.00	0.00	5,000,000.00	0.00
912828T26	10210	GEN	TRC	TNOTE	5,000,000.00	09/30/2023	05/20/2022	1.375	5,000,000.00	34,375.00	5,034,375.00	34,375.00
Total Maturities					48,648,288.46				48,648,288.46	121,875.00	48,770,163.46	121,875.00



City of Leander, Texas
Interest Earnings
Sorted by Fund - Fund
July 1, 2023 - September 30, 2023
Yield on Beginning Book Value

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746

											Adjusted Interest Earnings	
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: ARPA 2021												
60000013	10187	ARPA21	RRP	5,868,720.09	5,791,750.10	5,868,720.09		5.322	5.273	76,969.99	0.00	76,969.99
Subtotal				5,868,720.09	5,791,750.10	5,868,720.09			5.273	76,969.99	0.00	76,969.99
Fund: Certs of Obligation 2016												
20163	10028	CO2016	RR2	2,164,196.37	2,123,419.92	2,164,196.37		5.311	5.283	28,276.46	0.00	28,276.46
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				4,664,196.37	4,623,419.92	4,664,196.37			2.963	34,526.46	0.00	34,526.46
Fund: Certs of Obligation 2018A												
20184	10104	CO2018A	RR2	3,005,908.05	1,969,577.21	3,005,908.05		5.311	7.025	34,877.14	0.00	34,877.14
Subtotal				3,005,908.05	1,969,577.21	3,005,908.05			7.025	34,877.14	0.00	34,877.14
Fund: Certs of Obligation 2018B												
20185	10105	CO2018B	RR2	396,747.86	454,858.92	396,747.86		5.311	4.770	5,468.89	0.00	5,468.89
Subtotal				396,747.86	454,858.92	396,747.86			4.770	5,468.89	0.00	5,468.89
Fund: Certs of Obligation 2022A												
60000014	10212	CO2022A	RRP	26,119.14	564,457.06	26,119.14		5.322	1.888	2,686.74	0.00	2,686.74
3130A0F70	10213	CO2022A	FAC	5,500,000.00	5,519,805.05	5,508,451.83	12/08/2023	3.375	2.519	46,406.25	-11,353.22	35,053.03
3130A1XJ2	10215	CO2022A	FAC	5,500,000.00	5,510,322.85	5,507,614.23	06/14/2024	2.875	2.651	39,531.25	-2,708.62	36,822.63
22533UWK5	10228	CO2022A	ACP	0.00	4,945,444.44	0.00	09/19/2023		5.033	0.00	54,555.56	54,555.56
Subtotal				11,026,119.14	16,540,029.40	11,042,185.20			3.223	88,624.24	40,493.72	129,117.96
Fund: Certs of Obligation 2022B												
20210	10171	CO2022B	RR2	1,562,810.46	1,408,692.45	1,562,810.46		5.311	5.593	19,859.50	0.00	19,859.50
3130A0F70	10214	CO2022B	FAC	5,000,000.00	5,018,004.59	5,007,683.49	12/08/2023	3.375	2.519	42,187.50	-10,321.10	31,866.40
3130A1XJ2	10216	CO2022B	FAC	5,000,000.00	5,009,384.40	5,006,922.02	06/14/2024	2.875	2.651	35,937.50	-2,462.38	33,475.12
89233HWE0	10227	CO2022B	ACP	0.00	7,918,666.67	0.00	09/14/2023		4.999	0.00	81,333.33	81,333.33
53948ACB5	10236	CO2022B	ACP	5,000,000.00	0.00	4,873,550.00	03/11/2024		5.858	0.00	10,147.22	10,147.22

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City of Leander, Texas
Interest Earnings
July 1, 2023 - September 30, 2023

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											Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings	
Subtotal				16,562,810.46	19,354,748.11	16,450,965.97				3.773	97,984.50	78,697.07	176,681.57
Fund: Debt Service													
60000003	10017	DS	RRP	6,041,029.11	22,623,439.18	6,041,029.11		5.322	3.137	178,906.06	0.00	178,906.06	
Subtotal				6,041,029.11	22,623,439.18	6,041,029.11				3.137	178,906.06	0.00	178,906.06
Fund: General Consolidated													
5446	10003	GEN	RR5	960.85	960.85	960.85				0.00	0.00	0.00	
8172	10004	GEN	RR5	5,265.92	41,839.63	5,265.92				0.00	0.00	0.00	
1168	10011	GEN	RR3	1,172,647.06	1,157,191.41	1,172,647.06		5.350	5.299	15,455.65	0.00	15,455.65	
11890	10013	GEN	RR2	1,384,227.21	1,366,105.79	1,384,227.21		5.311	5.263	18,121.42	0.00	18,121.42	
23010	10014	GEN	RR2	9,637.64	687,810.73	9,637.64		5.311	0.777	1,346.62	0.00	1,346.62	
60000001	10015	GEN	RRP	1,677,941.53	1,655,934.80	1,677,941.53		5.322	5.273	22,006.73	0.00	22,006.73	
60000002	10016	GEN	RRP	32,761,307.85	36,283,357.48	32,761,307.85		5.322	4.305	393,702.73	0.00	393,702.73	
60000005	10018	GEN	RRP	0.00	167,285.38	0.00		5.322	4.220	1,779.35	0.00	1,779.35	
60000008	10019	GEN	RRP	340,849.16	336,378.79	340,849.16		5.322	5.273	4,470.37	0.00	4,470.37	
60000009	10020	GEN	RRP	11,838.45	11,683.20	11,838.45		5.322	5.272	155.25	0.00	155.25	
2142	10117	GEN	RR4	4,918,638.96	3,505,111.80	4,918,638.96		4.694	7.643	67,527.16	0.00	67,527.16	
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	
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	4,999,520.37	4,999,603.70	12/09/2024	0.920	0.919	11,500.00	83.33	11,583.33	
3130AQC3	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	
91282CBE0	10196	GEN	TRC	5,000,000.00	4,979,002.18	4,988,758.74	01/15/2024	0.125	0.902	1,566.44	9,756.56	11,323.00	
91282CCN9	10197	GEN	TRC	0.00	4,997,027.85	0.00	07/31/2023	0.125	0.850	517.96	2,972.15	3,490.11	
026	10199	GEN	RR4	5,286,497.73	5,214,207.99	5,286,497.73		5.710	5.500	72,289.74	0.00	72,289.74	
91282CCU3	10201	GEN	TRC	0.00	4,989,975.01	0.00	08/31/2023	0.125	1.326	1,036.01	10,024.99	11,061.00	
91282CBM2	10202	GEN	TRC	5,000,000.00	4,959,170.77	4,975,573.78	02/15/2024	0.125	1.438	1,575.16	16,403.01	17,978.17	
9128282U3	10203	GEN	TRC	5,000,000.00	4,978,776.41	4,983,349.17	08/31/2024	1.875	2.239	23,524.28	4,572.76	28,097.04	
91282CAK7	10204	GEN	TRC	0.00	4,980,051.11	0.00	09/15/2023	0.125	2.048	1,290.76	19,948.89	21,239.65	
380B	10205	GEN	RR5	211,672.04	209,838.57	211,672.04		3.512	3.467	1,833.47	0.00	1,833.47	
91282CDM0	10209	GEN	TRC	5,000,000.00	4,960,840.02	4,984,542.11	11/30/2023	0.500	2.398	6,284.15	23,702.09	29,986.24	

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City of Leander, Texas
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Adjusted Interest Earnings												
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Consolidated												
912828T26	10210	GEN	TRC	0 00	4,987,722 77	0 00	09/30/2023	1 375	2 362	17,093 58	12,277 23	29,370 81
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	0 00	4,998,999 86	0 00	08/08/2023	3 125	3 278	16,059 03	1,000 14	17,059 17
3130ARHG9	10220	GEN	FAC	5,000,000 00	4,963,769 21	4,977,527 74	02/28/2024	2 125	3 223	26,562 50	13,758 53	40,321 03
3133ENG20	10221	GEN	FAC	5,000,000 00	4,999,192 00	4,999,372 00	08/15/2024	3 300	3 288	41,250 00	180 00	41,430 00
172404911	10222	GEN	RR5	0 00	4,524,047 01	0 00	08/03/2023	3 030	3 034	12,409 89	0 00	12,409 89
3130ATVC8	10225	GEN	FAC	5,000,000 00	5,006,422 57	5,004,737 35	06/14/2024	4 875	4 696	60,937 50	-1,685 22	59,252 28
3130ATUQ8	10226	GEN	FAC	10,000,000 00	9,994,709 28	9,996,637 08	03/08/2024	4 750	4 790	118,750 00	1,927 80	120,677 80
3130AVKN1	10229	GEN	FAC	5,000,000 00	5,000,000 00	5,000,000 00	04/30/2024	5 150	5 108	64,375 00	0 00	64,375 00
313384VU0	10230	GEN	AFD	5,000,000 00	4,814,433 33	4,872,700 00	04/19/2024		4 802	0 00	58,266 67	58,266 67
3133EPGX7	10231	GEN	FAC	5,000,000 00	5,005,187 00	5,003,599 14	04/25/2024	4 875	4 704	60,937 50	-1,587 86	59,349 64
172404911A	10233	GEN	RR5	4,035,847 95	0 00	4,035,847 95	08/03/2024	5 520	4 889	35,847 95	0 00	35,847 95
3130AXAF5	10235	GEN	FAC	10,000,000 00	0 00	9,993,541 94	09/18/2024	5 375	5 521	19,409 72	241 94	19,651 66
Subtotal				173,942,332.35	191,901,553.17	173,722,275.10			2.981	1,213,846.86	171,843.01	1,385,689.87
Fund: GO 2016 - Senior Center												
20160	10025	GO16SC	RR2	38,873.03	96,910 09	38,873.03		5 311	3.124	763 13	0 00	763 13
Subtotal				38,873.03	96,910.09	38,873.03			3.124	763.13	0.00	763.13
Fund: GO 2016 - Transportation												
20162	10027	GO16TR	RR2	144,536 27	142,644 12	144,536 27		5 311	5 263	1,892 15	0 00	1,892 15
Subtotal				144,536.27	142,644.12	144,536.27			5.263	1,892.15	0.00	1,892.15
Fund: GO 2018 - Parks												
20182	10106	GO18PK	RR2	270,283 11	266,744 74	270,283 11		5 311	5 263	3,538 37	0 00	3,538 37
Subtotal				270,283.11	266,744.74	270,283.11			5.263	3,538.37	0.00	3,538.37
Fund: GO 2018 - Rec Center												
20180	10107	GO18REC	RR2	1,918,173 25	399,759 79	1,918,173 25		5 311	18 271	18,409 74	0 00	18,409 74
Subtotal				1,918,173.25	399,759.79	1,918,173.25			18.271	18,409.74	0.00	18,409.74
Fund: GO 2018 - Senior Center												
20183	10108	GO18SC	RR2	367,036 48	354,753 85	367,036 48		5 311	5 336	4,771 43	0 00	4,771 43
3130AQM3	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
2400000460A	10232	GO18SC	RR5	0 00	2,041,076 56	0 00	07/18/2023			0 00	0 00	0 00
Subtotal				1,867,036.48	3,895,830.41	1,867,036.48			1.515	8,521.43	0.00	8,521.43

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City of Leander, Texas
Interest Earnings
July 1, 2023 - September 30, 2023

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										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: GO 2018 - Transportation												
20181	10109	GO18TR	RR2	7,234,389.47	2,178,155.28	7,234,389.47		5.311	13.195	72,441.19	0.00	72,441.19
240000062	10224	GO18TR	RR5	0.00	4,083,164.89	0.00	08/16/2023	4.150	4.217	21,702.32	0.00	21,702.32
2400000462A	10234	GO18TR	RR5	4,000,000.00	0.00	4,000,000.00	08/16/2024	5.520	5.520	27,826.85	0.00	27,826.85
		Subtotal		11,234,389.47	6,261,320.17	11,234,389.47			7.780	121,970.36	0.00	121,970.36
Fund: PID Crystal Springs												
822864	10118	PIDCS	LA2	712,923.53	931,583.02	712,923.53		4.960	4.554	10,693.85	0.00	10,693.85
		Subtotal		712,923.53	931,583.02	712,923.53			4.554	10,693.85	0.00	10,693.85
Fund: PID Deerbrooke NIA												
822454	10119	PIDDBN	LA2	638,681.78	853,554.32	638,681.78		4.960	4.499	9,679.36	0.00	9,679.36
60000012	10147	PIDDBN	RRP	63.70	62.78	63.70		5.322	5.814	0.92	0.00	0.92
		Subtotal		638,745.48	853,617.10	638,745.48			4.499	9,680.28	0.00	9,680.28
Fund: PID Deerbrooke SIA												
822451	10120	PIDDBS	LA2	1,058,948.38	1,412,982.42	1,058,948.38		4.960	4.503	16,038.80	0.00	16,038.80
60000011	10124	PIDDBS	RRP	2,735.76	1,910.45	2,735.76		5.322	6.793	32.71	0.00	32.71
		Subtotal		1,061,684.14	1,414,892.87	1,061,684.14			4.506	16,071.51	0.00	16,071.51
Fund: PID Oak Creek												
829908	10121	PIDOC	LA2	433,175.18	628,025.31	433,175.18		4.960	4.406	6,975.25	0.00	6,975.25
		Subtotal		433,175.18	628,025.31	433,175.18			4.406	6,975.25	0.00	6,975.25
Total				239,827,683.37	278,150,703.63	239,511,847.69			3.293	1,929,720.21	291,033.80	2,220,754.01



City of Leander, Texas
Amortization Schedule
July 1, 2023 - September 30, 2023
Sorted By Fund - Fund

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
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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 07/01/2023	Amount Amortized This Period	Amt Amortized Through 09/30/2023	Amount Unamortized Through 09/30/2023
Certs of Obligation 2022A										
10228 Credit Agricole CP	CO2022A	09/19/2023	5,000,000.00	4,872,476.39	-127,523.61	0.00	72,968.05 -54,555.56	54,555.56	127,523.61	0.00
10213 FHLB Note	CO2022A	12/08/2023	5,500,000.00 3.375	5,568,750.00	68,750.00	5,508,451.83	-48,944.95 19,805.05	-11,353.22	-60,298.17	8,451.83
10215 FHLB Note	CO2022A	06/14/2024	5,500,000.00 2.875	5,522,000.00	22,000.00	5,507,614.23	-11,677.15 10,322.85	-2,708.62	-14,385.77	7,614.23
Subtotal				15,963,226.39	-36,773.61	11,016,066.06	12,345.95 -24,427.66	40,493.72	52,839.67	16,066.06
Certs of Obligation 2022B										
10214 FHLB Note	CO2022B	12/08/2023	5,000,000.00 3.375	5,062,500.00	62,500.00	5,007,683.49	-44,495.41 18,004.59	-10,321.10	-54,816.51	7,683.49
10216 FHLB Note	CO2022B	06/14/2024	5,000,000.00 2.875	5,020,000.00	20,000.00	5,006,922.02	-10,615.60 9,384.40	-2,462.38	-13,077.98	6,922.02
10236 Lloyds Bank Corp CP	CO2022B	03/11/2024	5,000,000.00	4,863,402.78	-136,597.22	4,873,550.00	0.00 -136,597.22	10,147.22	10,147.22	-126,450.00
10227 Toyota Motor Credit Corp CP	CO2022B	09/14/2023	8,000,000.00	7,802,631.11	-197,368.89	0.00	116,035.56 -81,333.33	81,333.33	197,368.89	0.00
Subtotal				22,748,533.89	-251,466.11	14,888,155.51	60,924.55 -190,541.56	78,697.07	139,621.62	-111,844.49
General Consolidated										
10191 FFCB Note	GEN	12/09/2024	5,000,000.00 0.920	4,999,000.00	-1,000.00	4,999,603.70	520.37 -479.63	83.33	603.70	-396.30
10219 FFCB Note	GEN	08/08/2023	5,000,000.00 3.125	4,990,350.00	-9,650.00	0.00	8,649.86 -1,000.14	1,000.14	9,650.00	0.00
10221 FFCB Note	GEN	08/15/2024	5,000,000.00 3.300	4,998,560.00	-1,440.00	4,999,372.00	632.00 -808.00	180.00	812.00	-628.00
10231 FFCB Note	GEN	04/25/2024	5,000,000.00 4.875	5,006,051.50	6,051.50	5,003,599.14	-864.50 5,187.00	-1,587.86	-2,452.36	3,599.14
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
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

City of Leander, Texas
Amortization Schedule
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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 07/01/2023	Amount Amortized This Period	Amt Amortized Through 09/30/2023	Amount Unamortized Through 09/30/2023
General Consolidated										
10230 FHLB DN	GEN	04/19/2024	5,000,000 00	4,775,800 00	-224,200 00	4,872,700 00	38,633 33 -185,566 67	58,266 67	96,900 00	-127,300 00
10220 FHLB Note	GEN	02/28/2024	5,000,000 00 2 125	4,914,850 00	-85,150 00	4,977,527 74	48,919 21 -36,230 79	13,758 53	62,677 74	-22,472 26
10225 FHLB Note	GEN	06/14/2024	5,000,000 00 4 875	5,009,250 00	9,250 00	5,004,737 35	-2,827 43 6,422 57	-1,685 22	-4,512 65	4,737 35
10226 FHLB Note	GEN	03/08/2024	10,000,000 00 4 750	9,991,496 30	-8,503 70	9,996,637 08	3,212 98 -5,290 72	1,927 80	5,140 78	-3,362 92
10235 FHLB Note	GEN	09/18/2024	10,000,000 00 5 375	9,993,300 00	-6,700 00	9,993,541 94	0 00 -6,700 00	241 94	241 94	-6,458 06
10196 T Note	GEN	01/15/2024	5,000,000 00 0 125	4,922,265 63	-77,734 37	4,988,758 74	56,736 55 -20,997 82	9,756 56	66,493 11	-11,241 26
10197 T Note	GEN	07/31/2023	5,000,000 00 0.125	4,945,312 50	-54,687 50	0 00	51,715.35 -2,972.15	2,972 15	54,687 50	0 00
10201 T Note	GEN	08/31/2023	5,000,000.00 0 125	4,908,789 06	-91,210 94	0 00	81,185 95 -10,024 99	10,024.99	91,210 94	0.00
10202 T Note	GEN	02/15/2024	5,000,000 00 0 125	4,871,093 75	-128,906 25	4,975,573 78	88,077 02 -40,829 23	16,403 01	104,480 03	-24,426 22
10203 T Note	GEN	08/31/2024	5,000,000 00 1 875	4,955,664 06	-44,335 94	4,983,349 17	23,112 35 -21,223 59	4,572 76	27,685 11	-16,650 83
10204 T Note	GEN	09/15/2023	5,000,000 00 0 125	4,859,570 31	-140,429 69	0 00	120,480 80 -19,948 89	19,948 89	140,429 69	0 00
10209 T Note	GEN	11/30/2023	5,000,000 00 0 500	4,855,468 75	-144,531 25	4,984,542 11	105,371 27 -39,159 98	23,702 09	129,073 36	-15,457 89
10210 T Note	GEN	09/30/2023	5,000,000 00 1 375	4,932,812 50	-67,187 50	0 00	54,910 27 -12,277 23	12,277.23	67,187 50	0 00
Subtotal				103,917,734.36	-1,082,265.64	79,779,942.75	690,365.38 -391,900.26	171,843.01	862,208.39	-220,057.25
Total				142,629,494.64	-1,370,505.36	105,684,164.32	763,635.88 -606,869.48	291,033.80	1,054,669.68	-315,835.68

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City of Leander, Texas
Projected Cashflow Report
Sorted by Monthly
For the Period October 1, 2023 - April 30, 2024

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
October 2023										
10/01/2023	10167	GEN	419792ZJ8	Maturity	State of Hawaii	1,125,000.00	1,125,000.00	1,125,000.00	3,211.88	1,128,211.88
10/03/2023	10237	GEN	62479LD93	Purchase	MUFG Bank CP	0.00	0.00	-4,851,950.00	0.00	-4,851,950.00
10/03/2023	10238	GEN	87019RDN3	Purchase	Swedbank CP	0.00	0.00	-4,842,047.22	0.00	-4,842,047.22
10/04/2023	10188	GEN	31422XMV1	Interest	FRMAC Call Note	0.00	0.00	0.00	12,500.00	12,500.00
10/04/2023	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
10/05/2023	10173	GEN	3133EMVD1	Interest	FFCB Call Note	0.00	0.00	0.00	8,250.00	8,250.00
10/05/2023	10229	GEN	3130AVKN1	Interest	FHLB Call Note	0.00	0.00	0.00	128,750.00	128,750.00
10/05/2023	10229	GEN	3130AVKN1	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
10/12/2023	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
10/13/2023	10165	GEN	3133EMCQ3	Maturity	FFCB Call Note	5,000,000.00	4,994,350.00	5,000,000.00	7,000.00	5,007,000.00
10/14/2023	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
10/15/2023	10176	GEN	3130ALVY7	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
10/15/2023	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
10/25/2023	10231	GEN	3133EPGX7	Interest	FFCB Note	0.00	0.00	0.00	121,875.00	121,875.00
Total for October 2023						31,125,000.00	31,119,350.00	21,431,002.78	291,586.88	21,722,589.66
November 2023										
11/24/2023	10180	GEN	3130AMEZ1	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
11/24/2023	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
11/28/2023	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
11/30/2023	10209	GEN	91282CDM0	Maturity	T Note	5,000,000.00	4,855,468.75	5,000,000.00	12,500.00	5,012,500.00
Total for November 2023						15,000,000.00	14,855,468.75	15,000,000.00	22,500.00	15,022,500.00
December 2023										
12/08/2023	10213	CO2022A	3130A0F70	Maturity	FHLB Note	5,500,000.00	5,568,750.00	5,500,000.00	92,812.50	5,592,812.50
12/08/2023	10214	CO2022B	3130A0F70	Maturity	FHLB Note	5,000,000.00	5,062,500.00	5,000,000.00	84,375.00	5,084,375.00
12/09/2023	10191	GEN	3133ENGQ7	Interest	FFCB Note	0.00	0.00	0.00	23,000.00	23,000.00
12/14/2023	10215	CO2022A	3130A1XJ2	Interest	FHLB Note	0.00	0.00	0.00	79,062.50	79,062.50
12/14/2023	10216	CO2022B	3130A1XJ2	Interest	FHLB Note	0.00	0.00	0.00	71,875.00	71,875.00
12/14/2023	10225	GEN	3130ATVC8	Interest	FHLB Note	0.00	0.00	0.00	121,875.00	121,875.00
12/20/2023	10192	GO18SC	3130AQC3	Interest	FHLB Call Note	0.00	0.00	0.00	7,500.00	7,500.00
12/20/2023	10192	GO18SC	3130AQC3	Call	FHLB Call Note	1,500,000.00	1,500,000.00	1,500,000.00	0.00	1,500,000.00
12/20/2023	10193	GEN	3130AQC3	Interest	FHLB Call Note	0.00	0.00	0.00	5,000.00	5,000.00

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City of Leander, Texas
Projected Cashflow Report
For the Period October 1, 2023 - April 30, 2024

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Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
December 2023										
12/20/2023	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
12/20/2023	10194	CO2016	3130AQCM3	Interest	FHLB Call Note	0 00	0 00	0 00	12,500 00	12,500 00
12/20/2023	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
12/28/2023	10181	GEN	3130AMT85	Interest	FHLB Call Note	0 00	0 00	0 00	10,000 00	10,000 00
12/28/2023	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
Total for December 2023						20,500,000.00	20,631,250.00	20,500,000.00	508,000.00	21,008,000.00
January 2024										
01/14/2024	10218	GEN	3134GXZT4	Interest	FHLMC Call Note	0 00	0 00	0 00	100,000 00	100,000 00
01/15/2024	10196	GEN	91282CBE0	Maturity	T Note	5,000,000 00	4,922,265 63	5,000,000 00	3,125 00	5,003,125 00
Total for January 2024						5,000,000.00	4,922,265.63	5,000,000.00	103,125.00	5,103,125.00
February 2024										
02/15/2024	10202	GEN	91282CBM2	Maturity	T Note	5,000,000 00	4,871,093 75	5,000,000 00	3,125 00	5,003,125 00
02/15/2024	10221	GEN	3133ENG20	Interest	FFCB Note	0 00	0 00	0 00	82,500 00	82,500 00
02/28/2024	10186	GEN	3130ANNS5	Interest	FHLB Call Note	0 00	0 00	0 00	12,500 00	12,500 00
02/28/2024	10220	GEN	3130ARHG9	Maturity	FHLB Note	5,000,000 00	4,914,850 00	5,000,000 00	53,125 00	5,053,125 00
02/29/2024	10203	GEN	912828U3	Interest	T Note	0 00	0 00	0 00	46,875 00	46,875 00
Total for February 2024						10,000,000.00	9,785,943.75	10,000,000.00	198,125.00	10,198,125.00
March 2024										
03/08/2024	10226	GEN	3130ATUQ8	Maturity	FHLB Note	10,000,000 00	9,991,496 30	10,000,000 00	237,500 00	10,237,500 00
03/11/2024	10236	CO2022B	53948ACB5	Maturity	Lloyds Bank Corp CP	5,000,000 00	4,863,402 78	5,000,000 00	0 00	5,000,000 00
03/12/2024	10172	GEN	3130ALJ70	Maturity	FHLB Call Note	5,000,000 00	5,000,000 00	5,000,000 00	10,000 00	5,010,000 00
03/18/2024	10235	GEN	3130AXAF5	Interest	FHLB Note	0 00	0 00	0 00	268,750 00	268,750 00
Total for March 2024						20,000,000.00	19,854,899.08	20,000,000.00	516,250.00	20,516,250.00
April 2024										
04/04/2024	10188	GEN	31422XMV1	Interest	FRMAC Call Note	0 00	0 00	0 00	12,500 00	12,500 00
04/05/2024	10173	GEN	3133EMVD1	Maturity	FFCB Call Note	5,000,000 00	4,993,750 00	5,000,000 00	8,250 00	5,008,250 00
04/05/2024	10229	GEN	3130AVKN1	Interest	FHLB Call Note	0 00	0 00	0 00	128,750 00	128,750 00
04/09/2024	10237	GEN	62479LD93	Maturity	MUFG Bank CP	5,000,000 00	4,851,950 00	5,000,000 00	0 00	5,000,000 00
04/15/2024	10176	GEN	3130ALVY7	Maturity	FHLB Call Note	5,000,000 00	5,000,000 00	5,000,000 00	10,000 00	5,010,000 00
04/19/2024	10230	GEN	313384VU0	Maturity	FHLB DN	5,000,000 00	4,775,800 00	5,000,000 00	0 00	5,000,000 00
04/22/2024	10238	GEN	87019RDN3	Maturity	Swedbank CP	5,000,000 00	4,842,047 22	5,000,000 00	0 00	5,000,000 00
04/25/2024	10231	GEN	3133EPGX7	Maturity	FFCB Note	5,000,000 00	5,006,051 50	5,000,000 00	121,875 00	5,121,875 00
04/30/2024	10229	GEN	3130AVKN1	Maturity	FHLB Call Note	5,000,000 00	5,000,000 00	5,000,000 00	17,881 94	5,017,881 94

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City of Leander, Texas
 Projected Cashflow Report
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Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
Total for April 2024						35,000,000.00	34,469,598.72	35,000,000.00	299,256.94	35,299,256.94
GRAND TOTALS:						136,625,000.00	135,638,775.93	126,931,002.78	1,938,843.82	128,869,846.60



City of Leander, Texas
Texas Compliance Change in Val Report
Sorted by Fund
July 1, 2023 - September 30, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746

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	76,969.99	5,791,750.10	76,969.99	0.00	76,969.99	5,868,720.09
60000013	5,868,720.09	5.321	/ /	76,969.99	5,791,750.10	76,969.99	0.00	76,969.99	5,868,720.09
Sub Totals For: Fund: ARPA 2021				76,969.99	5,791,750.10	76,969.99	0.00	76,969.99	5,868,720.09
				76,969.99	5,791,750.10	76,969.99	0.00	76,969.99	5,868,720.09
Fund: Certs of Obligation									
10028	TXSTAR	CO2016	11/22/2016	28,276.46	2,123,419.92	40,776.45	0.00	40,776.45	2,164,196.37
20163	2,164,196.37	5.310	/ /	28,276.46	2,123,419.92	40,776.45	0.00	40,776.45	2,164,196.37
10194	FHLBC	CO2016	12/20/2021	6,250.00	2,500,000.00	0.00	0.00	0.00	2,500,000.00
3130AQCM3	2,500,000.00	1.000	12/20/2024	0.00	2,345,838.30	0.00	0.00	21,857.28	2,367,695.58
Sub Totals For: Fund: Certs of Obligation				34,526.46	4,623,419.92	40,776.45	0.00	40,776.45	4,664,196.37
				28,276.46	4,469,258.22	40,776.45	0.00	62,633.73	4,531,891.95
Fund: Certs of Obligation									
10104	TXSTAR	CO2018A	11/06/2018	34,877.14	1,969,577.21	1,036,330.84	0.00	1,036,330.84	3,005,908.05
20184	3,005,908.05	5.310	/ /	34,877.14	1,969,577.21	1,036,330.84	0.00	1,036,330.84	3,005,908.05
Sub Totals For: Fund: Certs of Obligation				34,877.14	1,969,577.21	1,036,330.84	0.00	1,036,330.84	3,005,908.05
				34,877.14	1,969,577.21	1,036,330.84	0.00	1,036,330.84	3,005,908.05
Fund: Certs of Obligation									
10105	TXSTAR	CO2018B	11/06/2018	5,468.89	454,858.92	5,468.89	63,579.95	-58,111.06	396,747.86
20185	396,747.86	5.310	/ /	5,468.89	454,858.92	5,468.89	63,579.95	-58,111.06	396,747.86
Sub Totals For: Fund: Certs of Obligation				5,468.89	454,858.92	5,468.89	63,579.95	-58,111.06	396,747.86
				5,468.89	454,858.92	5,468.89	63,579.95	-58,111.06	396,747.86
Fund: Certs of Obligation									

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City of Leander, Texas
Texas Compliance Change in Val Report
July 1, 2023 - September 30, 2023

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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
10212	TXPOOL	CO2022A	05/26/2022	2,686 74	564,457 06	2,686 74	541,024 66	-538,337 92	26,119 14
60000014	26,119 14	5 321	/ /	2,686 74	564,457 06	2,686 74	541,024 66	-538,337 92	26,119 14
10213	FHLB	CO2022A	06/03/2022	46,406 25	5,519,805 05	0 00	0 00	-11,353 22	5,508,451 83
3130A0F70	5,500,000 00	2 528	12/08/2023	0 00	5,454,441 03	0 00	0 00	25,859 29	5,480,300 32
10215	FHLB	CO2022A	06/03/2022	39,531 25	5,510,322 85	0 00	0 00	-2,708 62	5,507,614 23
3130A1XJ2	5,500,000 00	2 671	06/14/2024	0 00	5,366,264 75	0 00	0 00	29,066 90	5,395,331 65
10228	CRAGCP	CO2022A	03/16/2023	0 00	4,945,444 44	0 00	5,000,000 00	-4,945,444 44	0 00
22533UWK5	0 00	0 000	09/19/2023	0 00	4,940,700 00	0 00	5,000,000 00	-4,940,700 00	0 00
Sub Totals For: Fund: Certs of Obligation				88,624 24	16,540,029 40	2,686 74	5,541,024 66	-5,497,844 20	11,042,185 20
				2,686 74	16,325,862 84	2,686 74	5,541,024 66	-5,424,111 73	10,901,751 11
Fund: Certs of Obligation									
10171	TXSTAR	CO2022B	01/14/2021	19,859 50	1,408,692 45	154,118 01	0 00	154,118 01	1,562,810 46
20210	1,562,810 46	5 310	/ /	19,859 50	1,408,692 45	154,118 01	0 00	154,118 01	1,562,810 46
10214	FHLB	CO2022B	06/03/2022	42,187 50	5,018,004 59	0 00	0 00	-10,321 10	5,007,683 49
3130A0F70	5,000,000 00	2 528	12/08/2023	0 00	4,958,582 75	0 00	0 00	23,508 45	4,982,091 20
10216	FHLB	CO2022B	06/03/2022	35,937 50	5,009,384 40	0 00	0 00	-2,462 38	5,006,922 02
3130A1XJ2	5,000,000 00	2 671	06/14/2024	0 00	4,878,422 50	0 00	0 00	26,424 45	4,904,846 95
10227	TOYMCC	CO2022B	03/16/2023	0 00	7,918,666 67	0 00	8,000,000 00	-7,918,666 67	0 00
89233HWE0	0 00	0 000	09/14/2023	0 00	7,910,600 00	0 00	8,000,000 00	-7,910,600 00	0 00
10236	LLOYDS	CO2022B	09/18/2023	0 00	0 00	4,863,402 78	0 00	4,873,550 00	4,873,550 00
53948ACB5	5,000,000 00	5 777	03/11/2024	0 00	0 00	4,863,402 78	0 00	4,873,240 00	4,873,240 00
Sub Totals For: Fund: Certs of Obligation				97,984 50	19,354,748 11	5,017,520 79	8,000,000 00	-2,903,782 14	16,450,965 97
				19,859 50	19,156,297 70	5,017,520 79	8,000,000 00	-2,833,309 09	16,322,988 61
Fund: Debt Service									
10017	TXPOOL	DS	09/01/2016	178,906 06	22,623,439 18	339,459 81	16,921,869 88	-16,582,410 07	6,041,029 11
60000003	6,041,029 11	5 321	/ /	178,906 06	22,623,439 18	339,459 81	16,921,869 88	-16,582,410 07	6,041,029 11

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City of Leander, Texas
Texas Compliance Change in Val Report
July 1, 2023 - September 30, 2023

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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: Debt Service				178,906 06	22,623,439 18	339,459 81	16,921,869 88	-16,582,410 07	6,041,029 11
				178,906 06	22,623,439 18	339,459 81	16,921,869 88	-16,582,410 07	6,041,029 11
Fund: General Consolidated									
10003	BBVAPC	GEN	09/01/2016	0 00	960 85	86 00	86 00	0 00	960 85
5446	960 85	0 000	/ /	0 00	960 85	86 00	86 00	0 00	960 85
10004	FBPFC	GEN	09/01/2016	0 00	41,839 63	151,454,833 30	151,491,407 01	-36,573 71	5,265 92
8172	5,265 92	0 000	/ /	0 00	41,839 63	151,454,833 30	151,491,407 01	-36,573 71	5,265 92
10005	FBPFC	GEN	09/01/2016	0 00	0 00	0 00	0 00	0 00	0 00
8156	0 00	0.000	/ /	0.00	0.00	0.00	0 00	0 00	0 00
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	15,455 65	1,157,191 41	15,455 65	0 00	15,455 65	1,172,647 06
1168	1,172,647 06	5 350	/ /	15,455 65	1,157,191 41	15,455 65	0 00	15,455 65	1,172,647 06
10013	TXSTAR	GEN	09/01/2016	18,121 42	1,366,105 79	18,121 42	0 00	18,121 42	1,384,227 21
11890	1,384,227 21	5 310	/ /	18,121 42	1,366,105 79	18,121 42	0 00	18,121 42	1,384,227 21
10014	TXSTAR	GEN	09/01/2016	1,346 62	687,810 73	527,846 62	1,206,019 71	-678,173 09	9,637 64
23010	9,637 64	5 310	/ /	1,346 62	687,810 73	527,846 62	1,206,019 71	-678,173 09	9,637 64
10015	TXPOOL	GEN	09/01/2016	22,006 73	1,655,934 80	22,006 73	0.00	22,006 73	1,677,941.53
60000001	1,677,941 53	5 321	/ /	22,006 73	1,655,934.80	22,006 73	0 00	22,006 73	1,677,941 53
10016	TXPOOL	GEN	09/01/2016	393,702 73	36,283,357 48	34,393,504 12	37,915,553 75	-3,522,049.63	32,761,307 85
60000002	32,761,307 85	5 321	/ /	393,702 73	36,283,357 48	34,393,504 12	37,915,553 75	-3,522,049 63	32,761,307 85
10018	TXPOOL	GEN	09/01/2016	1,779 35	167,285 38	1,779 35	169,064 73	-167,285 38	0 00
60000005	0 00	0 000	/ /	1,779 35	167,285 38	1,779 35	169,064 73	-167,285 38	0 00
10019	TXPOOL	GEN	09/01/2016	4,470 37	336,378 79	4,470 37	0 00	4,470 37	340,849 16
60000008	340,849 16	5 321	/ /	4,470 37	336,378 79	4,470 37	0 00	4,470 37	340,849 16

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City of Leander, Texas
Texas Compliance Change in Val Report
July 1, 2023 - September 30, 2023

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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
10020	TXPOOL	GEN	09/01/2016	155 25	11,683 20	155 25	0 00	155 25	11,838 45
60000009	11,838 45	5 321	/ /	155 25	11,683 20	155 25	0 00	155 25	11,838 45
10117	INVESC	GEN	01/25/2019	67,527 16	3,505,111 80	34,726,805 97	33,313,278 81	1,413,527 16	4,918,638 96
2142	4,918,638 96	4 694	/ /	62,278 81	3,505,111 80	34,726,805 97	33,313,278 81	1,413,527 16	4,918,638 96
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	0 00	4,925,172 85	0 00	0 00	64,501 75	4,989,674 60
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	0 00	1,111,916 25	0 00	0 00	13,083 75	1,125,000 00
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	10,000 00	4,817,596 75	0 00	0 00	69,582 95	4,887,179 70
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	0 00	4,804,476 45	0 00	0 00	63,511 25	4,867,987 70
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	0 00	4,792,945 65	0 00	0 00	69,715 75	4,862,661 40
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	0 00	4,775,019 70	0 00	0 00	60,916 90	4,835,936 60
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	0.00	4,752,718 20	0 00	0.00	59,675 70	4,812,393.90
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	12,500 00	4,720,642 55	0 00	0 00	55,826 75	4,776,469 30
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	0 00	4,697,402 70	0 00	0 00	55,612 95	4,753,015 65
10191	FFCB	GEN	12/09/2021	11,500 00	4,999,520 37	0 00	0 00	83 33	4,999,603 70
3133ENGQ7	5,000,000 00	0 926	12/09/2024	0 00	4,683,267 95	0 00	0 00	55,338 75	4,738,606 70

Portfolio LEND

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Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
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	0 00	938,335 32	0 00	0 00	8,742 91	947,078 23
10196	TNOTE	GEN	01/12/2022	1,566 44	4,979,002 18	0 00	0 00	9,756 56	4,988,758 74
91282CBE0	5,000,000 00	0 908	01/15/2024	3,125 00	4,863,085 95	0 00	0 00	61,914 05	4,925,000 00
10197	TNOTE	GEN	01/25/2022	517 96	4,997,027 85	0 00	5,000,000 00	-4,997,027 85	0 00
91282CCN9	0 00	0 000	07/31/2023	3,125 00	4,980,726 15	0 00	5,000,000 00	-4,980,726 15	0 00
10199	NXBICS	GEN	01/19/2022	72,289 74	5,214,207 99	72,289 74	0 00	72,289 74	5,286,497 73
026	5,286,497 73	5 710	/ /	72,289 74	5,214,207 99	72,289 74	0 00	72,289 74	5,286,497 73
10201	TNOTE	GEN	02/22/2022	1,036 01	4,989,975 01	0 00	5,000,000 00	-4,989,975 01	0 00
91282CCU3	0 00	0 000	08/31/2023	3,125 00	4,959,009 90	0 00	5,000,000 00	-4,959,009 90	0 00
10202	TNOTE	GEN	02/22/2022	1,575 16	4,959,170 77	0 00	0 00	16,403 01	4,975,573.78
91282CBM2	5,000,000 00	1 450	02/15/2024	3,125 00	4,839,843 75	0 00	0 00	63,281 25	4,903,125 00
10203	TNOTE	GEN	03/23/2022	23,524 28	4,978,776 41	0 00	0 00	4,572 76	4,983,349 17
9128282U3	5,000,000 00	2 250	08/31/2024	46,875 00	4,802,929 70	0 00	0 00	36,718 75	4,839,648 45
10204	TNOTE	GEN	03/29/2022	1,290 76	4,980,051 11	0 00	5,000,000 00	-4,980,051 11	0 00
91282CAK7	0 00	0 000	09/15/2023	3,125 00	4,948,943 95	0 00	5,000,000 00	-4,948,943 95	0 00
10205	TCBPFC	GEN	03/22/2022	1,833 47	209,838 57	1,833 47	0 00	1,833 47	211,672 04
380B	211,672.04	3 512	/ /	1,833 47	209,838.57	1,833.47	0.00	1,833.47	211,672 04
10209	TNOTE	GEN	05/18/2022	6,284 15	4,960,840 02	0 00	0 00	23,702 09	4,984,542 11
91282CDM0	5,000,000 00	2 428	11/30/2023	0 00	4,901,562 50	0 00	0.00	58,841 55	4,960,404 05
10210	TNOTE	GEN	05/20/2022	17,093 58	4,987,722 77	0 00	0 00	-4,987,722 77	0 00
912828T26	0 00	0 000	09/30/2023	0 00	4,952,514 40	0 00	0 00	-4,952,514 40	0 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	100,000 00	4,862,221 05	0 00	0 00	13,644 40	4,875,865 45

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Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10219	FFCB	GEN	08/11/2022	16,059 03	4,998,999 86	0 00	5,000,000 00	-4,998,999 86	0 00
3133ENF39	0 00	0 000	08/08/2023	78,125 00	4,987,445 20	0 00	5,000,000 00	-4,987,445 20	0 00
10220	FHLB	GEN	08/11/2022	26,562 50	4,963,769 21	0 00	0 00	13,758 53	4,977,527 74
3130ARHG9	5,000,000 00	3 262	02/28/2024	53,125 00	4,891,607 10	0 00	0 00	40,082 10	4,931,689 20
10221	FFCB	GEN	08/15/2022	41,250 00	4,999,192 00	0 00	0 00	180 00	4,999,372 00
3133ENG20	5,000,000 00	3 315	08/15/2024	82,500 00	4,887,380 85	0 00	0 00	22,429 05	4,909,809 90
10222	EWBCD	GEN	08/03/2022	12,409 89	4,524,047 01	12,409 89	4,536,456 90	-4,524,047 01	0 00
172404911	0 00	0 000	08/03/2023	12,409 89	4,524,047 01	12,409 89	4,536,456 90	-4,524,047 01	0 00
10225	FHLB	GEN	01/30/2023	60,937 50	5,006,422 57	0 00	0 00	-1,685.22	5,004,737 35
3130ATVC8	5,000,000 00	4 723	06/14/2024	0 00	4,971,020 80	0 00	0 00	-153 35	4,970,867 45
10226	FHLB	GEN	01/31/2023	118,750 00	9,994,709 28	0 00	0 00	1,927 80	9,996,637 08
3130ATUQ8	10,000,000 00	4 829	03/08/2024	237,500 00	9,951,137 40	0 00	0 00	14,485 50	9,965,622 90
10229	FHLBC	GEN	04/05/2023	64,375 00	5,000,000 00	0 00	0 00	0 00	5,000,000 00
3130AVKN1	5,000,000 00	5 153	04/30/2024	0 00	4,974,862 55	0 00	0 00	9,382 90	4,984,245 45
10230	FHDN	GEN	05/01/2023	0 00	4,814,433 33	0 00	0 00	58,266 67	4,872,700 00
313384VU0	5,000,000 00	4 784	04/19/2024	0 00	4,804,205 85	0 00	0 00	57,800 30	4,862,006 15
10231	FFCB	GEN	05/12/2023	60,937 50	5,005,187 00	0 00	0 00	-1,587 86	5,003,599 14
3133EPGX7	5,000,000.00	4 740	04/25/2024	0.00	4,971,289 00	0 00	0.00	13,093.75	4,984,382 75
10233	EWB	GEN	08/03/2023	35,847 95	0 00	4,572,304 85	536,456 90	4,035,847 95	4,035,847 95
172404911A	4,035,847 95	5 520	08/03/2024	35,847 95	0 00	4,572,304 85	536,456 90	4,035,847 95	4,035,847 95
10235	FHLB	GEN	09/18/2023	19,409 72	0 00	9,993,300 00	0 00	9,993,541 94	9,993,541 94
3130AXAF5	10,000,000 00	5 444	09/18/2024	0 00	0 00	9,993,300 00	0 00	9,987,938 10	9,987,938 10
Sub Totals For: Fund: General Consolidated				1,213,846 86	191,901,553 17	235,817,202 73	249,168,323 81	-18,179,278 07	173,722,275 10
				1,277,947 98	188,731,033 90	235,817,202 73	249,168,323 81	-17,217,092 92	171,513,940 98

Fund: GO 2016 - Parks

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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
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	763 13	96,910 09	763 13	58,800 19	-58,037 06	38,873 03
20160	38,873 03	5 310	/ /	763 13	96,910 09	763 13	58,800 19	-58,037 06	38,873 03
Sub Totals For: Fund: GO 2016 - Senior Cen				763 13	96,910 09	763 13	58,800 19	-58,037 06	38,873 03
				763 13	96,910 09	763 13	58,800 19	-58,037 06	38,873 03
Fund: GO 2016 - Transporta									
10027	TXSTAR	GO16TR	11/22/2016	1,892 15	142,644 12	1,892 15	0 00	1,892 15	144,536 27
20162	144,536 27	5 310	/ /	1,892 15	142,644 12	1,892 15	0 00	1,892 15	144,536 27
Sub Totals For: Fund: GO 2016 - Transporta				1,892 15	142,644 12	1,892 15	0 00	1,892 15	144,536 27
				1,892 15	142,644 12	1,892 15	0 00	1,892 15	144,536 27
Fund: GO 2018 - Parks									
10106	TXSTAR	GO18PK	11/06/2018	3,538 37	266,744 74	3,538 37	0 00	3,538 37	270,283 11
20182	270,283 11	5 310	/ /	3,538 37	266,744 74	3,538 37	0 00	3,538 37	270,283 11
Sub Totals For: Fund: GO 2018 - Parks				3,538 37	266,744 74	3,538 37	0 00	3,538 37	270,283 11
				3,538 37	266,744 74	3,538 37	0 00	3,538 37	270,283 11
Fund: GO 2018 - Rec Center									
10107	TXSTAR	GO18REC	11/06/2018	18,409 74	399,759 79	1,518,413 46	0 00	1,518,413 46	1,918,173 25
20180	1,918,173 25	5 310	/ /	18,409 74	399,759 79	1,518,413 46	0 00	1,518,413 46	1,918,173 25
Sub Totals For: Fund: GO 2018 - Rec Center				18,409 74	399,759 79	1,518,413 46	0 00	1,518,413 46	1,918,173 25
				18,409 74	399,759 79	1,518,413 46	0 00	1,518,413 46	1,918,173 25
Fund: GO 2018 - Senior Cen									

Portfolio LEND

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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
10108	TXSTAR	GO18SC	11/06/2018	4,771 43	354,753 85	12,282 63	0 00	12,282 63	367,036 48
20183	367,036 48	5 310	/ /	4,771 43	354,753 85	12,282 63	0 00	12,282 63	367,036 48
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	0 00	1,407,502 98	0 00	0 00	13,114 37	1,420,617 35
10232	TCB	GO18SC	05/16/2023	0 00	2,041,076 56	0 00	2,041,076 56	-2,041,076 56	0 00
2400000460A	0 00	0 000	07/18/2023	0 00	2,041,076 56	0 00	2,041,076 56	-2,041,076 56	0 00
Sub Totals For: Fund: GO 2018 - Senior Cen				8,521 43	3,895,830 41	12,282 63	2,041,076 56	-2,028,793 93	1,867,036 48
				4,771 43	3,803,333 39	12,282 63	2,041,076 56	-2,015,679 56	1,787,653 83
Fund: GO 2018 - Transporta									
10109	TXSTAR	GO18TR	11/06/2018	72,441 19	2,178,155 28	5,056,234 19	0 00	5,056,234 19	7,234,389 47
20181	7,234,389 47	5 310	/ /	72,441 19	2,178,155 28	5,056,234 19	0 00	5,056,234 19	7,234,389 47
10224	TCB	GO18TR	11/16/2022	21,702 32	4,083,164 89	42,932 86	4,126,097 75	-4,083,164 89	0 00
240000062	0 00	0 000	08/16/2023	42,932 86	4,083,164 89	42,932 86	4,126,097 75	-4,083,164 89	0 00
10234	TCB	GO18TR	08/16/2023	27,826 85	0 00	4,000,000 00	0 00	4,000,000 00	4,000,000 00
2400000462A	4,000,000 00	5 520	08/16/2024	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				121,970 36	6,261,320 17	9,099,167 05	4,126,097 75	4,973,069 30	11,234,389 47
				115,374 05	6,261,320 17	9,099,167 05	4,126,097 75	4,973,069 30	11,234,389 47
Fund: PID Crystal Springs									
10118	CAVHIL	PIDCS	10/01/2022	10,693 85	931,583 02	19,751 90	238,411 39	-218,659 49	712,923 53
822864	712,923 53	4 960	/ /	11,273 64	931,583 02	19,751 90	238,411 39	-218,659 49	712,923.53
Sub Totals For: Fund: PID Crystal Springs				10,693 85	931,583 02	19,751 90	238,411 39	-218,659 49	712,923 53
				11,273 64	931,583 02	19,751 90	238,411 39	-218,659 49	712,923 53
Fund: PID Deerbrooke NIA									
10119	FED	PIDDBN	10/01/2022	9,679 36	853,554 32	233,405 35	448,277 89	-214,872 54	638,681 78
822454	638,681 78	4 960	/ /	10,194 34	853,554 32	233,405 35	448,277 89	-214,872 54	638,681 78

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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
10147	TXPOOL	PIDDBN	01/30/2020	0 92	62 78	0 92	0 00	0 92	63 70
60000012	63 70	5 321	/ /	0 92	62 78	0 92	0 00	0 92	63 70
Sub Totals For: Fund: PID Deerbrooke NIA				9,680 28	853,617 10	233,406 27	448,277 89	-214,871 62	638,745 48
				10,195 26	853,617 10	233,406 27	448,277 89	-214,871 62	638,745 48
Fund: PID Deerbrooke SIA									
10120	FED	PIDDBS	10/01/2022	16,038 80	1,412,982 42	388,552 98	742,587 02	-354,034 04	1,058,948 38
822451	1,058,948 38	4 960	/ /	16,884 71	1,412,982 42	388,552 98	742,587 02	-354,034 04	1,058,948 38
10124	TXPOOL	PIDDBS	03/06/2019	32 71	1,910 45	825 31	0 00	825 31	2,735 76
60000011	2,735 76	5 321	/ /	32 71	1,910 45	825 31	0.00	825 31	2,735 76
Sub Totals For: Fund: PID Deerbrooke SIA				16,071 51	1,414,892 87	389,378 29	742,587 02	-353,208 73	1,061,684 14
				16,917 42	1,414,892 87	389,378 29	742,587 02	-353,208 73	1,061,684 14
Fund: PID Oak Creek									
10121	CAVHIL	PIDOC	10/01/2022	6,975 25	628,025 31	210,823 58	405,673 71	-194,850 13	433,175 18
829908	433,175 18	4 960	/ /	7,501 00	628,025 31	210,823 58	405,673 71	-194,850 13	433,175 18
Sub Totals For: Fund: PID Oak Creek				6,975 25	628,025 31	210,823 58	405,673 71	-194,850 13	433,175 18
				7,501 00	628,025 31	210,823 58	405,673 71	-194,850 13	433,175 18
Report Grand Totals:				1,929,720 21	278,150,703 63	253,825,833 07	287,755,722 81	-38,638,855 94	239,511,847 69
				1,815,628 95	274,320,908 67	253,825,833 07	287,755,722.81	-37,497,493 62	236,823,415 05

Portfolio LEND

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Disclosures



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Meeder Public Funds

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EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Acceptance of the Quarterly Investment Report for the period ending December 31, 2023.

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. Recently, staff discovered that the previous two (2) quarters have not been submitted to the City Council. The lapse was likely due to the changeover in agenda preparation software, coupled with city manager transition and completing the FY 2023 year-end audit. The period covered in this report is October 1, 2023, through December 31, 2023.

As of December 31, 2023, the City's investment portfolio ending book value was \$274,590,302.00. Investment income for the quarter was \$2,359,550.00, and the fiscal year-to-date interest earnings totaled \$2,359,550.18. The average yield to maturity on the investment fund was 3.920% and the weighted average maturity was one hundred thirteen (113) days.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Acceptance

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. Investment_Report_period_ending_December.31.2023



QUARTERLY INVESTMENT REPORT

City of Leander

DECEMBER 31, 2023



MEEDER

PUBLIC FUNDS

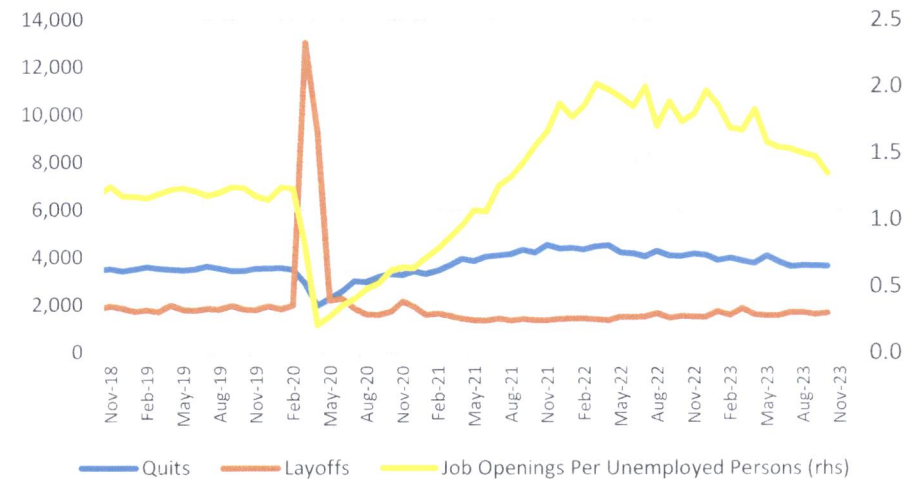
Labor Market and Inflation Continue Moderating

The last month of the year saw the bond market continue to rally as the Federal Reserve made its most dovish statement to date. For the third meeting in a row, the FOMC unanimously voted to leave rates unchanged. More importantly, the median dot from the updated Summary of Economic Projections showed the Federal Reserve was expecting more rate cuts in 2024. The median dot now reflects three 0.25% cuts compared to two 0.25% cuts reflected at the September meeting. After Jerome Powell's press conference, where he confirmed the committee discussed the timing of rate cuts, market participants priced in a more aggressive path for rate cuts. By the end of December, market participants were expecting six 0.25% cuts in 2024. With both the Federal Reserve and markets expecting some level of policy easing in 2024, the actual path will be determined by the next several months of economic data.

The labor market's resilience in the face of a historic rate hiking cycle has surprised many investors and has kept a soft landing in play. The labor market has softened substantially since 2022 and is now expanding at a more manageable pace. The labor force has been adding on average 185,000 employees in the last six months, down from 400,000 in 2022 and in line with historic averages. Today, there are 1.3 job openings for each unemployed person, down from a peak of 2 in March 2022. Workers are quitting at a lower rate as well, as they are less optimistic about the opportunity to switch jobs. Fewer job openings and job switching should keep a lid on wage growth.

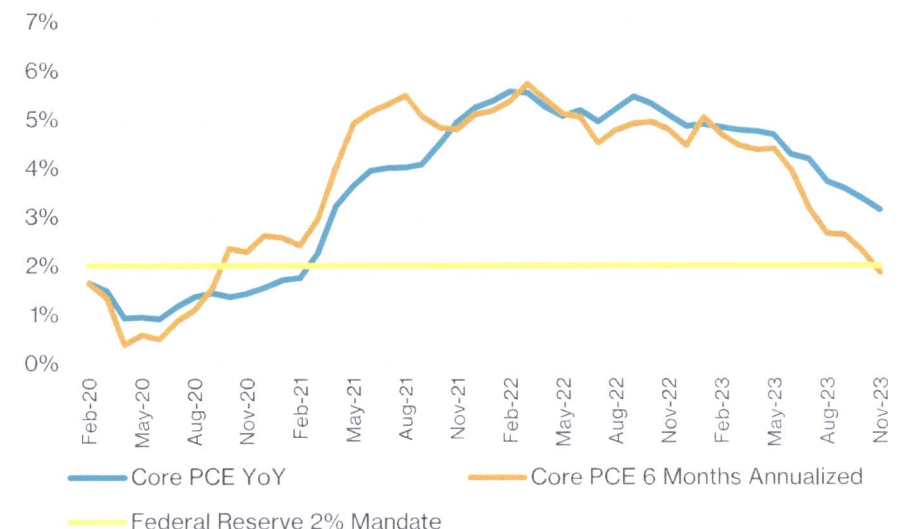
The most recent inflation data showed that peak inflation is likely behind us and that inflation is tracking much closer to 2 percent. Over the last six months, the Personal Consumption Expenditures (PCE) index increased at a rate of 2.0%. Likewise, core PCE has increased at a rate of 1.9%. This is the first time since the fall of 2020 that inflation readings have been at or below the Federal Reserve's mandate of 2%. Shelter inflation has proven to be sticky, but recent trends in rent inflation and housing prices show that those are also returning to more normal levels.

Job Openings Decreasing



SOURCE: BLOOMBERG

Inflation Moderating



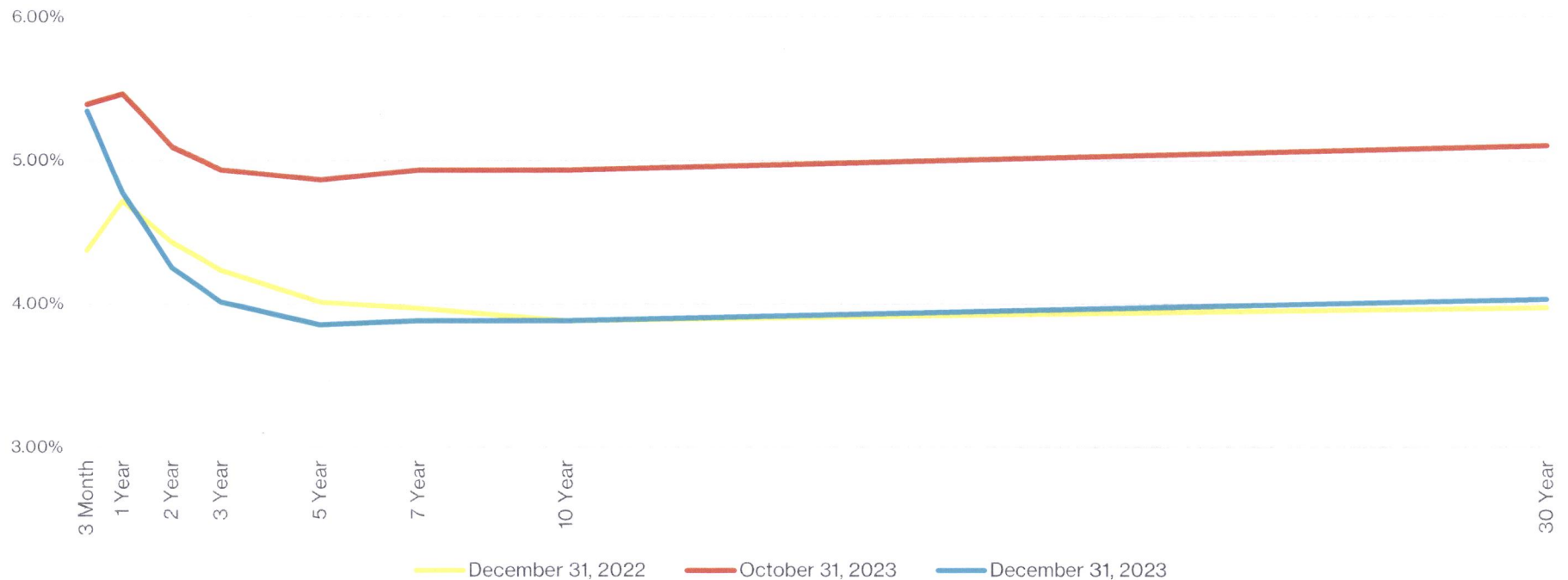
SOURCE: BLOOMBERG

Interest Rates Continue Moving Lower

Although a handful of Federal Reserve voters tried to walk back some of the rate cuts that have been priced in, market participants did not change their stance. Yields moved lower across the curve during the month, reflecting their expectations for lower rates in the future. The 2-year Treasury yield declined by 0.43% to 4.25%, and the 5-year Treasury yield declined by 0.42% to 3.85%. The yield curve remained inverted at the end of the year and has now been inverted for 18 months.

Even with the recent decline in interest rates, bond yields remain attractive and above long-term averages. If market participants and the Federal Reserve are correct, locking in yields at these levels will be beneficial to portfolio yields.

US Treasury Yield Curve



City of Leander, Texas

Quarterly Investment Report
October – December 2023

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, 2023</u>		<u>Portfolio as of December 31, 2023</u>	
Beginning Book Value	\$ 239,511,848	Ending Book Value	\$ 274,590,302
Beginning Market Value	\$ 236,823,415	Ending Market Value	\$ 273,186,902
Unrealized Gain/Loss	\$ (2,688,433)	Investment Income for the period	\$ 2,359,550
		Unrealized Gain/Loss	\$ (1,403,400)
		Change in Unrealized Gain/Loss	\$ 1,285,033
WAM at Beginning Period Date ¹	160 days	WAM at Ending Period Date ¹	113 days
		Change in Market Value ²	\$ 36,463,487
Average Yield to Maturity for period		3.920%	
Average Yield 6 month T-bill for period		5.450%	
Average Yield 1 year Treasury for period		5.230%	
Average Yield 2 year Treasury for period		4.810%	

Authorized by:

Robert G. Powers 5/7/2024

Robert Powers, Executive Finance Director
City of Leander

Jason Headings
Jason Headings, Senior Vice President
Meeder Public Funds

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, 2023

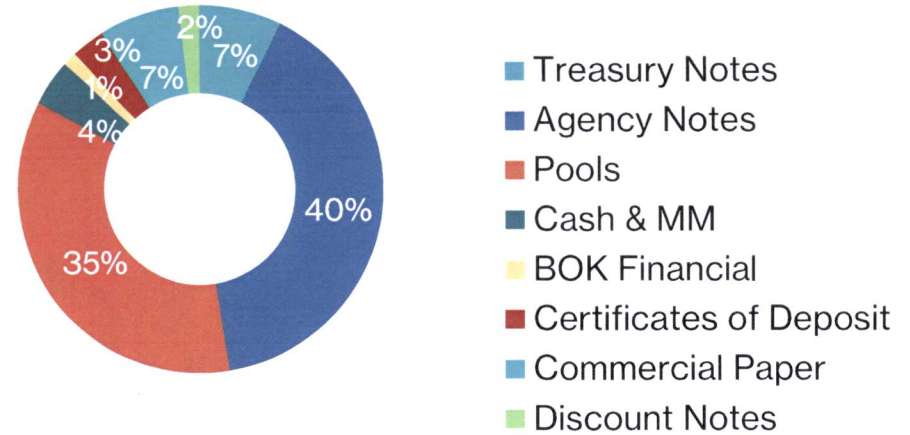


Your Portfolio Statistics

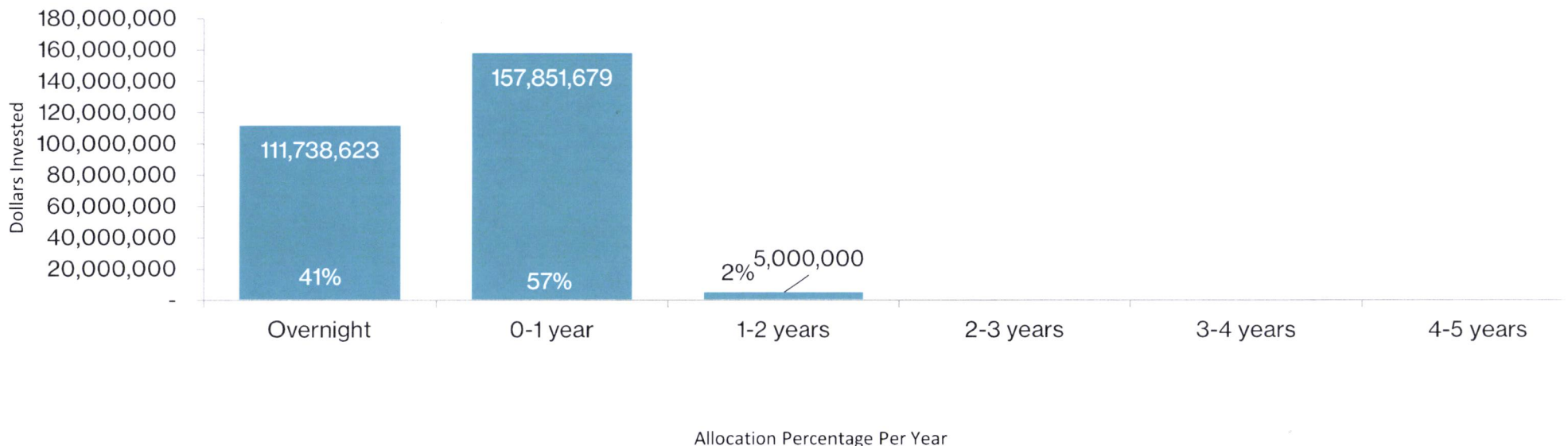
Weighted Average Maturity 0.31 years

Weighted Average Yield (All Funds) 4.13%

Your Asset Allocation



Your Maturity Distribution





City of Leander, Texas
Portfolio Management
Portfolio Summary
December 31, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
BOK Financial - MM Funds	3,313,029.12	3,313,029.12	3,313,029.12	1.21	1	1	4.980
Commercial Paper Disc. -Amortizing	20,000,000.00	19,611,645.00	19,601,758.33	7.14	207	130	5.873
Federal Agency Coupon Securities	110,500,000.00	109,060,899.60	110,353,540.67	40.19	776	207	2.768
Federal Agency Disc. -Amortizing	5,000,000.00	4,920,277.80	4,930,966.67	1.80	354	109	4.851
Treasury Coupon Securities	20,000,000.00	19,707,029.90	19,816,986.60	7.22	678	158	2.424
Texpool	69,296,050.31	69,296,050.31	69,296,050.31	25.24	1	1	5.369
TexStar	26,606,137.88	26,606,137.88	26,606,137.88	9.69	1	1	5.338
Texas Range	1,188,579.42	1,188,579.42	1,188,579.42	0.43	1	1	5.380
Money Market Funds	10,993,188.62	10,993,188.62	10,993,188.62	4.00	1	1	5.221
Bank Accounts/CD's pd mo/qrly	8,490,064.09	8,490,064.09	8,490,064.09	3.09	351	213	5.388
	275,387,049.44	273,186,901.74	274,590,301.71	100.00%	393	113	4.125
Investments							
Cash and Accrued Interest							
Accrued Interest at Purchase		2,459.02	2,459.02				
Subtotal		2,459.02	2,459.02				
Total Cash and Investments	275,387,049.44	273,189,360.76	274,592,760.73		393	113	4.125
Total Earnings							
	December 31	Month Ending	Fiscal Year To Date				
Current Year		840,273.88	2,359,550.18				

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 J. Powers

Robert Powers, Executive Finance Director

5/7/2024

Reporting period 12/01/2023-12/31/2023
Data Updated: SET_LEND: 01/26/2024 15:29
Run Date: 01/26/2024 - 15:29

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



City of Leander, Texas
Summary by Type
December 31, 2023
Grouped by Fund

Meeder Public Funds
901 S. MoPac
Suite 300
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	5,837,391.99	5,837,391.99	2.13	5.369	1
Subtotal	1	5,837,391.99	5,837,391.99	2.13	5.369	1
Fund: Certs of Obligation 2016						
Federal Agency Coupon Securities	1	2,500,000.00	2,500,000.00	0.91	1.000	354
TexStar	1	1,563,730.32	1,563,730.32	0.57	5.338	1
Subtotal	2	4,063,730.32	4,063,730.32	1.48	2.669	218
Fund: Certs of Obligation 2018A						
TexStar	1	3,051,917.24	3,051,917.24	1.11	5.338	1
Subtotal	1	3,051,917.24	3,051,917.24	1.11	5.338	1
Fund: Certs of Obligation 2018B						
TexStar	1	402,102.15	402,102.15	0.15	5.338	1
Subtotal	1	402,102.15	402,102.15	0.15	5.338	1
Fund: Certs of Obligation 2022A						
Federal Agency Coupon Securities	1	5,500,000.00	5,504,905.61	2.00	2.671	165
Texpool	1	2,375,288.41	2,375,288.41	0.87	5.369	1
Subtotal	2	7,875,288.41	7,880,194.02	2.87	3.484	116
Fund: Certs of Obligation 2022B						
Commercial Paper Disc. -Amortizing	2	10,000,000.00	9,766,886.11	3.56	5.760	155
Federal Agency Coupon Securities	1	5,000,000.00	5,004,459.64	1.82	2.671	165
TexStar	1	4,334,020.01	4,334,020.01	1.58	5.338	1
Subtotal	4	19,334,020.01	19,105,365.76	6.96	4.855	123
Fund: Debt Service						
Texpool	1	6,249,081.60	6,249,081.60	2.28	5.369	1

City of Leander, Texas
Summary by Type
December 31, 2023
Grouped by Fund

Page 2

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Subtotal	1	6,249,081.60	6,249,081.60	2.28	5.369	1
Fund: General Consolidated						
Bank Accounts/CD's pd mo/qrly	5	4,434,025.69	4,434,025.69	1.61	5.268	199
Federal Agency Disc -Amortizing	1	5,000,000.00	4,930,966.67	1.80	4.851	109
Federal Agency Coupon Securities	18	96,000,000.00	95,844,175.42	34.90	2.852	205
Money Market Funds	2	10,993,188.62	10,993,188.62	4.00	5.221	1
Commercial Paper Disc -Amortizing	2	10,000,000.00	9,834,872.22	3.58	5.986	105
Treasury Coupon Securities	4	20,000,000.00	19,816,986.60	7.22	2.424	158
Texpool	5	54,086,374.84	54,086,374.84	19.70	5.369	1
TexStar	2	3,401,160.13	3,401,160.13	1.24	5.338	1
Texas Range	1	1,188,579.42	1,188,579.42	0.43	5.380	1
Subtotal	40	205,103,328.70	204,530,329.61	74.48	3.911	124
Fund: GO 2016 - Senior Center						
TexStar	1	14,646.42	14,646.42	0.01	5.338	1
Subtotal	1	14,646.42	14,646.42	0.01	5.338	1
Fund: GO 2016 - Transportation						
TexStar	1	146,486.83	146,486.83	0.05	5.338	1
Subtotal	1	146,486.83	146,486.83	0.05	5.338	1
Fund: GO 2018 - Parks						
TexStar	1	273,930.69	273,930.69	0.10	5.338	1
Subtotal	1	273,930.69	273,930.69	0.10	5.338	1
Fund: GO 2018 - Rec Center						
TexStar	1	1,922,582.78	1,922,582.78	0.70	5.338	1
Subtotal	1	1,922,582.78	1,922,582.78	0.70	5.338	1
Fund: GO 2018 - Senior Center						
Federal Agency Coupon Securities	1	1,500,000.00	1,500,000.00	0.55	1.000	354
TexStar	1	4,505,972.53	4,505,972.53	1.64	5.338	1
Subtotal	2	6,005,972.53	6,005,972.53	2.19	4.254	89

City of Leander, Texas
Summary by Type
December 31, 2023
Grouped by Fund

Page 3

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: GO 2018 - Transportation						
Bank Accounts/CD's pd mo/qrly	1	4,056,038.40	4,056,038.40	1.48	5.520	228
TexStar	1	6,989,588.78	6,989,588.78	2.55	5.338	1
Subtotal	2	11,045,627.18	11,045,627.18	4.03	5.405	84
Fund: PID Crystal Springs						
BOK Financial - MM Funds	1	1,004,088.47	1,004,088.47	0.37	4.980	1
Subtotal	1	1,004,088.47	1,004,088.47	0.37	4.980	1
Fund: PID Deerbrooke NIA						
BOK Financial - MM Funds	1	629,354.94	629,354.94	0.23	4.980	1
Texpool	1	64.62	64.62	0.00	5.369	1
Subtotal	2	629,419.56	629,419.56	0.23	4.980	1
Fund: PID Deerbrooke SIA						
BOK Financial - MM Funds	1	1,042,588.43	1,042,588.43	0.38	4.980	1
Texpool	1	747,848.85	747,848.85	0.27	5.369	1
Subtotal	2	1,790,437.28	1,790,437.28	0.65	5.143	1
Fund: PID Oak Creek						
BOK Financial - MM Funds	1	636,997.28	636,997.28	0.23	4.980	1
Subtotal	1	636,997.28	636,997.28	0.23	4.980	1
Total and Average	66	275,387,049.44	274,590,301.71	100.00	4.125	113



City of Leander, Texas
Fund ARPA21 - ARPA 2021
Investments by Fund
December 31, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
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	5,837,391.99	5,837,391.99	5,837,391.99	5.369	5.295	5.369	1
Subtotal and Average				5,837,391.99	5,837,391.99	5,837,391.99		5.296	5.369	1
Total Investments and Average				5,837,391.99	5,837,391.99	5,837,391.99		5.296	5.369	1

Fund CO2016 - Certs of Obligation 2016
Investments by Fund
December 31, 2023

Page 2

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	2,407,619.05	1.000	0.986	1.000	12/20/2024 354
Subtotal and Average				2,500,000.00	2,500,000.00	2,407,619.05		0.986	1.000	354
TexStar										
20163	10028	TexStar	11/22/2016	1,563,730.32	1,563,730.32	1,563,730.32	5.338	5.264	5.337	1
Subtotal and Average				1,563,730.32	1,563,730.32	1,563,730.32		5.265	5.338	1
Total Investments and Average				4,063,730.32	4,063,730.32	3,971,349.37		2.633	2.669	218

Fund CO2018A - Certs of Obligation 2018A
Investments by Fund
December 31, 2023

Page 3

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20184	10104	TexStar	11/06/2018	3,051,917.24	3,051,917.24	3,051,917.24	5.338	5.264	5.337	1
Subtotal and Average				3,051,917.24	3,051,917.24	3,051,917.24		5.265	5.338	1
Total Investments and Average				3,051,917.24	3,051,917.24	3,051,917.24		5.265	5.338	1

Fund CO2018B - Certs of Obligation 2018B
Investments by Fund
December 31, 2023

Page 4

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	402,102.15	402,102.15	402,102.15	5.338	5.264	5.337	1
Subtotal and Average				402,102.15	402,102.15	402,102.15		5.265	5.338	1
Total Investments and Average				402,102.15	402,102.15	402,102.15		5.265	5.338	1

Fund CO2022A - Certs of Obligation 2022A
Investments by Fund
December 31, 2023

Page 5

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										
3130A1XJ2	10215	FHLB Note	06/03/2022	5,504,905.61	5,500,000.00	5,441,084.55	2.875	2.634	2.671	06/14/2024 165
Subtotal and Average				5,504,905.61	5,500,000.00	5,441,084.55		2.634	2.671	165
Texpool										
60000014	10212	Texpool	05/26/2022	2,375,288.41	2,375,288.41	2,375,288.41	5.369	5.295	5.369	1
Subtotal and Average				2,375,288.41	2,375,288.41	2,375,288.41		5.296	5.369	1
Total Investments and Average				7,880,194.02	7,875,288.41	7,816,372.96		3.437	3.484	115

Fund CO2022B - Certs of Obligation 2022B
Investments by Fund
December 31, 2023

Page 6

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										
13607EHW2	10239	Canadian Imperial CP	12/12/2023	4,821,525.00	5,000,000.00	4,827,590.00		5.582	5.659	08/30/2024 242
53948ACB5	10236	Lloyds Bank Corp CP	09/18/2023	4,945,361.11	5,000,000.00	4,945,260.00		5.777	5.858	03/11/2024 70
Subtotal and Average				9,766,886.11	10,000,000.00	9,772,850.00		5.681	5.760	154
Federal Agency Coupon Securities										
3130A1XJ2	10216	FHLB Note	06/03/2022	5,004,459.64	5,000,000.00	4,946,440.50	2.875	2.634	2.671	06/14/2024 165
Subtotal and Average				5,004,459.64	5,000,000.00	4,946,440.50		2.634	2.671	165
TexStar										
20210	10171	TexStar	01/14/2021	4,334,020.01	4,334,020.01	4,334,020.01	5.338	5.264	5.337	1
Subtotal and Average				4,334,020.01	4,334,020.01	4,334,020.01		5.265	5.338	1
Total Investments and Average				19,105,365.76	19,334,020.01	19,053,310.51		4.789	4.855	122

**Fund DS - Debt Service
Investments by Fund
December 31, 2023**

Page 7

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	6,249,081.60	6,249,081.60	6,249,081.60	5.369	5.295	5.369	1
Subtotal and Average				6,249,081.60	6,249,081.60	6,249,081.60		5.296	5.369	1
Total Investments and Average				6,249,081.60	6,249,081.60	6,249,081.60		5.296	5.369	1

**Fund GEN - General Consolidated
Investments by Fund
December 31, 2023**

Page 8

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										
62479LD93	10237	MUFG Bank CP	10/03/2023	4,922,450.00	5,000,000.00	4,923,420.00	5.640	5.906	5.988	04/09/2024 99
87019RDN3	10238	Swedbank CP	10/03/2023	4,912,422.22	5,000,000.00	4,915,375.00		5.901	5.983	04/22/2024 112
Subtotal and Average				9,834,872.22	10,000,000.00	9,838,795.00		5.904	5.986	105
Federal Agency Coupon Securities										
31422XMV1	10188	FRMAC Call Note	10/04/2021	5,000,000.00	5,000,000.00	4,832,363.85	0.500	0.493	0.500	10/04/2024 277
3133ENGQ7	10191	FFCB Note	12/09/2021	4,999,687.04	5,000,000.00	4,826,405.65	0.920	0.914	0.926	12/09/2024 343
3133ENG20	10221	FFCB Note	08/15/2022	4,999,552.00	5,000,000.00	4,945,298.90	3.300	3.269	3.315	08/15/2024 227
3133EPGX7	10231	FFCB Note	05/12/2023	5,002,011.29	5,000,000.00	4,994,197.60	4.875	4.675	4.740	04/25/2024 115
3133EMVD1	10173	FFCB Call Note	04/05/2021	5,000,000.00	5,000,000.00	4,933,820.75	0.330	0.366	0.371	04/05/2024 95
3130ARHG9	10220	FHLB Note	08/11/2022	4,991,286.27	5,000,000.00	4,975,796.65	2.125	3.217	3.262	02/28/2024 58
3130ATVC8	10225	FHLB Note	01/30/2023	5,003,052.13	5,000,000.00	4,992,284.85	4.875	4.658	4.723	06/14/2024 165
3130ATUQ8	10226	FHLB Note	01/31/2023	9,998,564.87	10,000,000.00	9,988,588.70	4.750	4.762	4.829	03/08/2024 67
3130AXAF5	10235	FHLB Note	09/18/2023	9,995,216.94	10,000,000.00	10,028,555.00	5.375	5.370	5.444	09/18/2024 261
3130A5R35	10241	FHLB Note	12/12/2023	4,854,804.88	5,000,000.00	4,890,419.70	2.875	4.910	4.978	06/13/2025 529
3130ALJ70	10172	FHLB Call Note	03/12/2021	5,000,000.00	5,000,000.00	4,950,758.20	0.400	0.394	0.400	03/12/2024 71
3130ALVY7	10176	FHLB Call Note	04/15/2021	5,000,000.00	5,000,000.00	4,927,873.60	0.400	0.394	0.400	04/15/2024 105
3130AMEZ1	10180	FHLB Call Note	05/28/2021	5,000,000.00	5,000,000.00	4,903,907.45	0.400	0.394	0.400	05/24/2024 144
3130AMT85	10181	FHLB Call Note	06/28/2021	5,000,000.00	5,000,000.00	4,885,594.85	0.400	0.394	0.400	06/28/2024 179
3130ANNS5	10186	FHLB Call Note	08/30/2021	5,000,000.00	5,000,000.00	4,852,579.15	0.500	0.493	0.500	08/28/2024 240
3130AQCM3	10193	FHLB Call Note	12/20/2021	1,000,000.00	1,000,000.00	963,047.62	1.000	0.986	1.000	12/20/2024 354
3130AVKN1	10229	FHLB Call Note	04/05/2023	5,000,000.00	5,000,000.00	4,993,357.20	5.150	5.083	5.153	04/30/2024 120
3134GXZT4	10218	FHLMC Call Note	07/14/2022	5,000,000.00	5,000,000.00	4,936,334.35	4.000	3.945	4.000	07/14/2025 560
Subtotal and Average				95,844,175.42	96,000,000.00	94,821,184.07		2.813	2.852	205
Federal Agency Disc. -Amortizing										
313384VU0	10230	FHLB DN	05/01/2023	4,930,966.67	5,000,000.00	4,920,277.80		4.784	4.851	04/19/2024 109
Subtotal and Average				4,930,966.67	5,000,000.00	4,920,277.80		4.785	4.851	109
Treasury Coupon Securities										
91282CBE0	10196	T Note	01/12/2022	4,998,515.31	5,000,000.00	4,990,805.70	0.125	0.895	0.908	01/15/2024 14
91282CBM2	10202	T Note	02/22/2022	4,991,976.79	5,000,000.00	4,968,958.55	0.125	1.430	1.450	02/15/2024 45
912828U3	10203	T Note	03/23/2022	4,987,921.94	5,000,000.00	4,897,656.25	1.875	2.219	2.250	08/31/2024 243

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**Fund GEN - General Consolidated
Investments by Fund
December 31, 2023**

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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										
912828YV6	10240	T Note	12/12/2023	4,838,572.56	5,000,000.00	4,849,609.40	1.500	5.101	5.172	11/30/2024 334
Subtotal and Average				19,816,986.60	20,000,000.00	19,707,029.90		2.390	2.424	157
Texpool										
60000001	10015	Texpool	09/01/2016	1,700,742.21	1,700,742.21	1,700,742.21	5.369	5.295	5.369	1
60000002	10016	Texpool	09/01/2016	52,028,152.52	52,028,152.52	52,028,152.52	5.369	5.295	5.369	1
60000005	10018	Texpool	09/01/2016	0.00	0.00	0.00	5.322	5.248	5.321	1
60000008	10019	Texpool	09/01/2016	345,480.77	345,480.77	345,480.77	5.369	5.295	5.369	1
60000009	10020	Texpool	09/01/2016	11,999.34	11,999.34	11,999.34	5.369	5.295	5.369	1
Subtotal and Average				54,086,374.84	54,086,374.84	54,086,374.84		5.296	5.369	1
TexStar										
11890	10013	TexStar	09/01/2016	1,402,907.92	1,402,907.92	1,402,907.92	5.338	5.264	5.337	1
23010	10014	TexStar	09/01/2016	1,998,252.21	1,998,252.21	1,998,252.21	5.338	5.264	5.337	1
Subtotal and Average				3,401,160.13	3,401,160.13	3,401,160.13		5.265	5.338	1
Texas Range										
1168	10011	Texas Range Texas Daily	09/01/2016	1,188,579.42	1,188,579.42	1,188,579.42	5.380	5.306	5.380	1
Subtotal and Average				1,188,579.42	1,188,579.42	1,188,579.42		5.306	5.380	1
Money Market Funds										
2142	10117	Invesco Gov't & Agency-Res	01/25/2019	5,631,629.56	5,631,629.56	5,631,629.56	4.708	4.643	4.708	1
026	10199	NexBank ICS	01/19/2022	5,361,559.06	5,361,559.06	5,361,559.06	5.760	5.681	5.760	1
Subtotal and Average				10,993,188.62	10,993,188.62	10,993,188.62		5.150	5.221	1
Bank Accounts/CD's pd mo/qrtly										
5446	10003	BBVA-PNC Business Checking	09/01/2016	960.67	960.67	960.67				1
172404911A	10233	East West Bank	08/03/2023	4,092,388.57	4,092,388.57	4,092,388.57	5.520	5.444	5.520	08/03/2024 215
8172	10004	Frost Bk Public Fund Checking	09/01/2016	127,094.42	127,094.42	127,094.42				1
8156	10005	Frost Bk Public Fund Checking	09/01/2016	0.00	0.00	0.00				1
380B	10205	Texas Capital Bank Public Chkg	03/22/2022	213,582.03	213,582.03	213,582.03	3.599	3.549	3.598	1
Subtotal and Average				4,434,025.69	4,434,025.69	4,434,025.69		5.196	5.268	198

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**Fund GEN - General Consolidated
Investments by Fund
December 31, 2023**

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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
Total Investments and Average				204,530,329.61	205,103,328.70	203,390,615.47		3.857	3.911	123

Fund GO16SC - GO 2016 - Senior Center
Investments by Fund
December 31, 2023

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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	14,646.42	14,646.42	14,646.42	5.338	5.264	5.337	1
Subtotal and Average				14,646.42	14,646.42	14,646.42		5.265	5.338	1
Total Investments and Average				14,646.42	14,646.42	14,646.42		5.265	5.338	1

Fund GO16TR - GO 2016 - Transportation
Investments by Fund
December 31, 2023

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	146,486.83	146,486.83	146,486.83	5.338	5.264	5.337	1
Subtotal and Average				146,486.83	146,486.83	146,486.83		5.265	5.338	1
Total Investments and Average				146,486.83	146,486.83	146,486.83		5.265	5.338	1

**Fund GO18PK - GO 2018 - Parks
Investments by Fund
December 31, 2023**

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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	273,930.69	273,930.69	273,930.69	5.338	5.264	5.337	1
Subtotal and Average				273,930.69	273,930.69	273,930.69		5.265	5.338	1
Total Investments and Average				273,930.69	273,930.69	273,930.69		5.265	5.338	1

Fund GO18REC - GO 2018 - Rec Center
Investments by Fund
December 31, 2023

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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										
20180	10107	TexStar	11/06/2018	1,922,582.78	1,922,582.78	1,922,582.78	5.338	5.264	5.337	1
Subtotal and Average				1,922,582.78	1,922,582.78	1,922,582.78		5.265	5.338	1
Total Investments and Average				1,922,582.78	1,922,582.78	1,922,582.78		5.265	5.338	1

Fund GO18SC - GO 2018 - Senior Center
Investments by Fund
December 31, 2023

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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	1,444,571.43	1.000	0.986	1.000	12/20/2024 354
Subtotal and Average				1,500,000.00	1,500,000.00	1,444,571.43		0.986	1.000	354
TexStar										
20183	10108	TexStar	11/06/2018	4,505,972.53	4,505,972.53	4,505,972.53	5.338	5.264	5.337	1
Subtotal and Average				4,505,972.53	4,505,972.53	4,505,972.53		5.265	5.338	1
Total Investments and Average				6,005,972.53	6,005,972.53	5,950,543.96		4.196	4.254	89

Fund GO18TR - GO 2018 - Transportation
Investments by Fund
December 31, 2023

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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										
20181	10109	TexStar	11/06/2018	6,989,588.78	6,989,588.78	6,989,588.78	5.338	5.264	5.337	1
Subtotal and Average				6,989,588.78	6,989,588.78	6,989,588.78		5.265	5.338	1
Bank Accounts/CD's pd mo/qrtly										
2400000462A	10234	Texas Capital Bank	08/16/2023	4,056,038.40	4,056,038.40	4,056,038.40	5.520	5.444	5.520	08/16/2024 228
Subtotal and Average				4,056,038.40	4,056,038.40	4,056,038.40		5.444	5.520	228
Total Investments and Average				11,045,627.18	11,045,627.18	11,045,627.18		5.331	5.405	84

Fund PIDCS - PID Crystal Springs
Investments by Fund
December 31, 2023

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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	Invesco S/T Gov & Agcy (GPVXX)	10/01/2023	1,004,088.47	1,004,088.47	1,004,088.47	4.980	4.911	4.980	1
Subtotal and Average				1,004,088.47	1,004,088.47	1,004,088.47		4.912	4.980	1
Total Investments and Average				1,004,088.47	1,004,088.47	1,004,088.47		4.912	4.980	1

Fund PIDDBN - PID Deerbrooke NIA
Investments by Fund
December 31, 2023

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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	Invesco S/T Gov & Agcy (GPVXX)	10/01/2023	629,354.94	629,354.94	629,354.94	4.980	4.911	4.980	1
Subtotal and Average				629,354.94	629,354.94	629,354.94		4.912	4.980	1
Texpool										
60000012	10147	Texpool	01/30/2020	64.62	64.62	64.62	5.369	5.295	5.369	1
Subtotal and Average				64.62	64.62	64.62		5.296	5.369	1
Total Investments and Average				629,419.56	629,419.56	629,419.56		4.912	4.980	1

Fund PIDDBS - PID Deerbrooke SIA
Investments by Fund
December 31, 2023

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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	Invesco S/T Gov & Agcy (GPVXX)	10/01/2023	1,042,588.43	1,042,588.43	1,042,588.43	4.980	4.911	4.980	1
Subtotal and Average				1,042,588.43	1,042,588.43	1,042,588.43		4.912	4.980	1
Texpool										
60000011	10124	Texpool	03/06/2019	747,848.85	747,848.85	747,848.85	5.369	5.295	5.369	1
Subtotal and Average				747,848.85	747,848.85	747,848.85		5.296	5.369	1
Total Investments and Average				1,790,437.28	1,790,437.28	1,790,437.28		5.072	5.143	1

Fund PIDOC - PID Oak Creek
Investments by Fund
December 31, 2023

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	Invesco S/T Gov & Agcy (GPVXX)	10/01/2023	636,997.28	636,997.28	636,997.28	4.980	4.911	4.980	1
Subtotal and Average				636,997.28	636,997.28	636,997.28		4.912	4.980	1
Total Investments and Average				636,997.28	636,997.28	636,997.28		4.912	4.980	1



City of Leander, Texas
Cash Reconciliation Report
For the Period October 1, 2023 - December 31, 2023
Grouped by Fund

Meeder Public Funds
901 S. MoPac
Suite 300
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											
12/20/2023	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 2022A											
12/08/2023	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
12/08/2023	10213	CO2022A	Maturity	3130A0F70	5,500,000.00	FHLB 5.5M 3.38% Mat. 12/08/2023	12/08/2023	0.00	0.00	5,500,000.00	5,500,000.00
12/14/2023	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	5,500,000.00	5,671,875.00
Certs of Obligation 2022B											
12/08/2023	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
12/08/2023	10214	CO2022B	Maturity	3130A0F70	5,000,000.00	FHLB 5.0M 3.38% Mat. 12/08/2023	12/08/2023	0.00	0.00	5,000,000.00	5,000,000.00
12/12/2023	10239	CO2022B	Purchase	13607EHW2	5,000,000.00	CANIMP 5.0M 0.00% Mat.	08/30/2024	-4,806,775.00	0.00	0.00	-4,806,775.00
12/14/2023	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								-4,806,775.00	156,250.00	5,000,000.00	349,475.00
General Consolidated											
10/01/2023	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
10/01/2023	10167	GEN	Maturity	419792ZJ8	1,125,000.00	HAWAII 1.1M 0.57% Mat.	10/01/2023	0.00	0.00	1,125,000.00	1,125,000.00
10/02/2023	10210	GEN	Interest	912828T26	5,000,000.00	TNOTE 5.0M 1.38% Mat. 09/30/2023	09/30/2023	0.00	34,375.00	0.00	34,375.00
10/03/2023	10237	GEN	Purchase	62479LD93	5,000,000.00	MUFGCP 5.0M 5.64% Mat.	04/09/2024	-4,851,950.00	0.00	0.00	-4,851,950.00
10/03/2023	10238	GEN	Purchase	87019RDN3	5,000,000.00	SWEDBK 5.0M 0.00% Mat.	04/22/2024	-4,842,047.22	0.00	0.00	-4,842,047.22
10/04/2023	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
10/05/2023	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
10/05/2023	10229	GEN	Interest	3130AVKN1	5,000,000.00	FHLBC 5.0M 5.15% Mat. 04/30/2024	04/30/2024	0.00	128,750.00	0.00	128,750.00
10/13/2023	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
10/13/2023	10165	GEN	Maturity	3133EMCQ3	5,000,000.00	FFCBC 5.0M 0.28% Mat. 10/13/2023	10/13/2023	0.00	0.00	5,000,000.00	5,000,000.00
10/15/2023	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
10/25/2023	10231	GEN	Interest	3133EPGX7	5,000,000.00	FFCB 5.0M 4.88% Mat. 04/25/2024	04/25/2024	0.00	121,875.00	0.00	121,875.00
10/31/2023	10233	GEN	Interest	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat. 08/03/2024	08/03/2024	0.00	18,963.92	0.00	18,963.92
10/31/2023	10233	GEN	Interest	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat. 08/03/2024	08/03/2024	-18,963.92	0.00	0.00	-18,963.92
11/24/2023	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
11/30/2023	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
11/30/2023	10233	GEN	Interest	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat. 08/03/2024	08/03/2024	0.00	18,437.03	0.00	18,437.03
11/30/2023	10233	GEN	Interest	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat. 08/03/2024	08/03/2024	-18,437.03	0.00	0.00	-18,437.03
11/30/2023	10209	GEN	Maturity	91282CDM0	5,000,000.00	TNOTE 5.0M 0.50% Mat. 11/30/2023	11/30/2023	0.00	0.00	5,000,000.00	5,000,000.00
12/09/2023	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

City of Leander, Texas
Cash Reconciliation Report
For the Period October 1, 2023 - December 31, 2023

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Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
General Consolidated											
12/12/2023	10240	GEN	Purchase	912828YV6	5,000,000.00	TNOTE 5.0M 1.50% Mat 11/30/2024	11/30/2024	-4,828,906.25	-2,459.02	0.00	-4,831,365.27
12/12/2023	10241	GEN	Purchase	3130A5R35	5,000,000.00	FHLB 5.0M 2.88% Mat 06/13/2025	06/13/2025	-4,849,520.00	-71,475.69	0.00	-4,920,995.69
12/13/2023	10241	GEN	Interest	3130A5R35	5,000,000.00	FHLB 5.0M 2.88% Mat 06/13/2025	06/13/2025	0.00	71,875.00	0.00	71,875.00
12/14/2023	10225	GEN	Interest	3130ATVC8	5,000,000.00	FHLB 5.0M 4.88% Mat 06/14/2024	06/14/2024	0.00	121,875.00	0.00	121,875.00
12/20/2023	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
12/28/2023	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
12/31/2023	10233	GEN	Interest	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat 08/03/2024	08/03/2024	0.00	19,139.67	0.00	19,139.67
12/31/2023	10233	GEN	Interest	172404911A	4,536,456.90	EWB 4.5M 5.52% Mat 08/03/2024	08/03/2024	-19,139.67	0.00	0.00	-19,139.67
Subtotal								-19,428,964.09	562,817.79	11,125,000.00	-7,741,146.30
GO 2018 - Senior Center											
12/20/2023	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								0.00	7,500.00	0.00	7,500.00
GO 2018 - Transportation											
11/16/2023	10234	GO18TR	Interest	2400000462A	4,000,000.00	TCB 4.0M 5.52% Mat 08/16/2024	08/16/2024	0.00	56,038.40	0.00	56,038.40
11/16/2023	10234	GO18TR	Interest	2400000462A	4,000,000.00	TCB 4.0M 5.52% Mat 08/16/2024	08/16/2024	-56,038.40	0.00	0.00	-56,038.40
Subtotal								-56,038.40	56,038.40	0.00	0.00
Total								-24,291,777.49	966,981.19	21,625,000.00	-1,699,796.30



City of Leander, Texas
Purchases Report
Sorted by Fund - Issuer
October 1, 2023 - December 31, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
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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
Certs of Obligation 2022B													
13607EHW2	10239	CO2022B	ACP	CANIMP	5,000,000.00	12/12/2023	08/30 - At Maturity	4,806,775.00			08/30/2024	5.582	4,821,525.00
Subtotal					5,000,000.00			4,806,775.00	0.00				4,821,525.00
General Consolidated													
3130A5R35	10241	GEN	FAC	FHLB	5,000,000.00	12/12/2023	12/13 - 06/13	4,849,520.00	Received	2.875	06/13/2025	4.978	4,854,804.88
62479LD93	10237	GEN	ACP	MUFGCP	5,000,000.00	10/03/2023	04/09 - At Maturity	4,851,950.00		5.640	04/09/2024	5.906	4,922,450.00
87019RDN3	10238	GEN	ACP	SWEDBK	5,000,000.00	10/03/2023	04/22 - At Maturity	4,842,047.22			04/22/2024	5.902	4,912,422.22
912828YV6	10240	GEN	TRC	TNOTE	5,000,000.00	12/12/2023	05/31 - 11/30	4,828,906.25	2,459.02	1.500	11/30/2024	5.172	4,838,572.56
Subtotal					20,000,000.00			19,372,423.47	2,459.02				19,528,249.66
Total Purchases					25,000,000.00			24,179,198.47	2,459.02				24,349,774.66

Received = Accrued Interest at Purchase was received by report ending date.



City of Leander, Texas
Maturity Report
Sorted by Maturity Date

Amounts due during October 1, 2023 - December 31, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
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CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
419792ZJ8	10167	GEN	MC1	HAWAII	1,125,000.00	10/01/2023	10/29/2020	0.571	1,125,000.00	3,211.88	1,128,211.88	3,211.88
3133EMCQ3	10165	GEN	FAC	FFCBC	5,000,000.00	10/13/2023	10/15/2020	0.280	5,000,000.00	7,000.00	5,007,000.00	7,000.00
91282CDM0	10209	GEN	TRC	TNOTE	5,000,000.00	11/30/2023	05/18/2022	0.500	5,000,000.00	12,500.00	5,012,500.00	12,500.00
3130A0F70	10213	CO2022A	FAC	FHLB	5,500,000.00	12/08/2023	06/03/2022	3.375	5,500,000.00	92,812.50	5,592,812.50	92,812.50
3130A0F70	10214	CO2022B	FAC	FHLB	5,000,000.00	12/08/2023	06/03/2022	3.375	5,000,000.00	84,375.00	5,084,375.00	84,375.00
Total Maturities					21,625,000.00				21,625,000.00	199,899.38	21,824,899.38	199,899.38



City of Leander, Texas
Interest Earnings
Sorted by Fund - Fund
October 1, 2023 - December 31, 2023
Yield on Beginning Book Value

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746

											Adjusted Interest Earnings	
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: ARPA 2021												
60000013	10187	ARPA21	RRP	5,837,391.99	5,868,720.09	5,837,391.99		5.369	5.323	78,740.35	0.00	78,740.35
Subtotal				5,837,391.99	5,868,720.09	5,837,391.99			5.323	78,740.35	0.00	78,740.35
Fund: Certs of Obligation 2016												
3130AOCM3	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
20163	10028	CO2016	RR2	1,563,730.32	2,164,196.37	1,563,730.32		5.338	4.232	23,084.00	0.00	23,084.00
Subtotal				4,063,730.32	4,664,196.37	4,063,730.32			2.495	29,334.00	0.00	29,334.00
Fund: Certs of Obligation 2018A												
20184	10104	CO2018A	RR2	3,051,917.24	3,005,908.05	3,051,917.24		5.338	5.361	40,618.89	0.00	40,618.89
Subtotal				3,051,917.24	3,005,908.05	3,051,917.24			5.361	40,618.89	0.00	40,618.89
Fund: Certs of Obligation 2018B												
20185	10105	CO2018B	RR2	402,102.15	396,747.86	402,102.15		5.338	5.354	5,354.29	0.00	5,354.29
Subtotal				402,102.15	396,747.86	402,102.15			5.354	5,354.29	0.00	5,354.29
Fund: Certs of Obligation 2022A												
3130A1XJ2	10215	CO2022A	FAC	5,500,000.00	5,507,614.23	5,504,905.61	06/14/2024	2.875	2.653	39,531.25	-2,708.62	36,822.63
3130A0F70	10213	CO2022A	FAC	0.00	5,508,451.83	0.00	12/08/2023	3.375	2.543	34,546.87	-8,451.83	26,095.04
60000014	10212	CO2022A	RRP	2,375,288.41	26,119.14	2,375,288.41		5.369	349.467	23,006.97	0.00	23,006.97
Subtotal				7,875,288.41	11,042,185.20	7,880,194.02			3.549	97,085.09	-11,160.45	85,924.64
Fund: Certs of Obligation 2022B												
3130A1XJ2	10216	CO2022B	FAC	5,000,000.00	5,006,922.02	5,004,459.64	06/14/2024	2.875	2.653	35,937.50	-2,462.38	33,475.12
3130A0F70	10214	CO2022B	FAC	0.00	5,007,683.49	0.00	12/08/2023	3.375	2.543	31,406.25	-7,683.49	23,722.76
20210	10171	CO2022B	RR2	4,334,020.01	1,562,810.46	4,334,020.01		5.338	6.236	24,564.35	0.00	24,564.35
53948ACB5	10236	CO2022B	ACP	5,000,000.00	4,873,550.00	4,945,361.11	03/11/2024		5.846	0.00	71,811.11	71,811.11
13607EHW2	10239	CO2022B	ACP	5,000,000.00	0.00	4,821,525.00	08/30/2024		5.600	0.00	14,750.00	14,750.00

City of Leander, Texas
Interest Earnings
October 1, 2023 - December 31, 2023

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											Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings	
Subtotal				19,334,020.01	16,450,965.97	19,105,365.76				4.125	91,908.10	76,415.24	168,323.34
Fund: Debt Service													
60000003	10017	DS	RRP	6,249,081.60	6,041,029.11	6,249,081.60		5.369	5.430	82,680.99	0.00	82,680.99	
Subtotal				6,249,081.60	6,041,029.11	6,249,081.60				5.430	82,680.99	0.00	82,680.99
Fund: General Consolidated													
3133ENGQ7	10191	GEN	FAC	5,000,000.00	4,999,603.70	4,999,687.04	12/09/2024	0.920	0.919	11,500.00	83.34	11,583.34	
3133EPGX7	10231	GEN	FAC	5,000,000.00	5,003,599.14	5,002,011.29	04/25/2024	4.875	4.706	60,937.50	-1,587.85	59,349.65	
3133ENG20	10221	GEN	FAC	5,000,000.00	4,999,372.00	4,999,552.00	08/15/2024	3.300	3.288	41,250.00	180.00	41,430.00	
3130ARHG9	10220	GEN	FAC	5,000,000.00	4,977,527.74	4,991,286.27	02/28/2024	2.125	3.214	26,562.50	13,758.53	40,321.03	
3130AXAF5	10235	GEN	FAC	10,000,000.00	9,993,541.94	9,995,216.94	09/18/2024	5.375	5.401	134,375.00	1,675.00	136,050.00	
3130ATVC8	10225	GEN	FAC	5,000,000.00	5,004,737.35	5,003,052.13	06/14/2024	4.875	4.697	60,937.50	-1,685.22	59,252.28	
3130A5R35	10241	GEN	FAC	5,000,000.00	0.00	4,854,804.88	06/13/2025	2.875	4.844	7,586.81	5,284.88	12,871.69	
3130ATUQ8	10226	GEN	FAC	10,000,000.00	9,996,637.08	9,998,564.87	03/08/2024	4.750	4.789	118,750.00	1,927.79	120,677.79	
91282CBM2	10202	GEN	TRC	5,000,000.00	4,975,573.78	4,991,976.79	02/15/2024	0.125	1.433	1,562.50	16,403.01	17,965.51	
912828YV6	10240	GEN	TRC	5,000,000.00	0.00	4,838,572.56	11/30/2024	1.500	5.202	4,098.36	9,666.31	13,764.67	
91282CBE0	10196	GEN	TRC	5,000,000.00	4,988,758.74	4,998,515.31	01/15/2024	0.125	0.900	1,562.50	9,756.57	11,319.07	
9128282U3	10203	GEN	TRC	5,000,000.00	4,983,349.17	4,987,921.94	08/31/2024	1.875	2.250	23,695.06	4,572.77	28,267.83	
91282CDM0	10209	GEN	TRC	0.00	4,984,542.11	0.00	11/30/2023	0.500	2.387	4,098.36	15,457.89	19,556.25	
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	
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	
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	
3130AVKN1	10229	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	04/30/2024	5.150	5.108	64,375.00	0.00	64,375.00	
3130AQCM3	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	
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	
60000009	10020	GEN	RRP	11,999.34	11,838.45	11,999.34		5.369	5.392	160.89	0.00	160.89	
60000008	10019	GEN	RRP	345,480.77	340,849.16	345,480.77		5.369	5.391	4,631.61	0.00	4,631.61	
60000001	10015	GEN	RRP	1,700,742.21	1,677,941.53	1,700,742.21		5.369	5.391	22,800.68	0.00	22,800.68	
60000002	10016	GEN	RRP	52,028,152.52	32,761,307.85	52,028,152.52		5.369	4.816	397,668.87	0.00	397,668.87	
11890	10013	GEN	RR2	1,402,907.92	1,384,227.21	1,402,907.92		5.338	5.354	18,680.71	0.00	18,680.71	
23010	10014	GEN	RR2	1,998,252.21	9,637.64	1,998,252.21		5.338	667.472	16,214.32	0.00	16,214.32	
1168	10011	GEN	RR3	1,188,579.42	1,172,647.06	1,188,579.42		5.380	5.390	15,932.36	0.00	15,932.36	
172404911A	10233	GEN	RR5	4,092,388.57	4,035,847.95	4,092,388.57	08/03/2024	5.520	5.558	56,540.62	0.00	56,540.62	
5446	10003	GEN	RR5	960.67	960.85	960.67				0.00	0.00	0.00	
8172	10004	GEN	RR5	127,094.42	5,265.92	127,094.42				0.00	0.00	0.00	
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	

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City of Leander, Texas
Interest Earnings
October 1, 2023 - December 31, 2023

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										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Consolidated												
2142	10117	GEN	RR4	5,631,629 56	4,918,638 96	5,631,629 56		4 708	4 480	55,545 02	0 00	55,545 02
3133EMCQ3	10165	GEN	FAC	0.00	5,000,000 00	0 00	10/13/2023	0 280	0 284	466 67	0 00	466 67
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
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
419792ZJ8	10167	GEN	MC1	0 00	1,125,000 00	0 00	10/01/2023	0 571		0 00	0 00	0 00
026	10199	GEN	RR4	5,361,559 06	5,286,497 73	5,361,559 06		5 760	5 633	75,061 33	0 00	75,061 33
380B	10205	GEN	RR5	213,582 03	211,672 04	213,582 03		3 599	3 580	1,909 99	0 00	1,909 99
62479LD93	10237	GEN	ACP	5,000,000 00	0 00	4,922,450 00	04/09/2024	5 640	5 893	0 00	70,500 00	70,500 00
313384VU0	10230	GEN	AFD	5,000,000 00	4,872,700 00	4,930,966 67	04/19/2024		4 744	0 00	58,266 67	58,266 67
87019RDN3	10238	GEN	ACP	5,000,000 00	0 00	4,912,422 22	04/22/2024		5 894	0 00	70,375 00	70,375 00
Subtotal				205,103,328.70	173,722,275.10	204,530,329.61			3.543	1,316,029.16	274,634.69	1,590,663.85
Fund: GO 2016 - Senior Center												
20160	10025	GO16SC	RR2	14,646 42	38,873 03	14,646 42		5 338	2 898	283 95	0 00	283 95
Subtotal				14,646.42	38,873.03	14,646.42			2.898	283.95	0.00	283.95
Fund: GO 2016 - Transportation												
20162	10027	GO16TR	RR2	146,486 83	144,536 27	146,486 83		5 338	5 354	1,950 56	0 00	1,950 56
Subtotal				146,486.83	144,536.27	146,486.83			5.354	1,950.56	0.00	1,950.56
Fund: GO 2018 - Parks												
20182	10106	GO18PK	RR2	273,930 69	270,283 11	273,930 69		5 338	5 354	3,647 58	0 00	3,647 58
Subtotal				273,930.69	270,283.11	273,930.69			5.354	3,647.58	0.00	3,647.58
Fund: GO 2018 - Rec Center												
20180	10107	GO18REC	RR2	1,922,582 78	1,918,173 25	1,922,582 78		5 338	5 311	25,677 70	0 00	25,677 70
Subtotal				1,922,582.78	1,918,173.25	1,922,582.78			5.311	25,677.70	0.00	25,677.70
Fund: GO 2018 - Senior Center												
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
20183	10108	GO18SC	RR2	4,505,972 53	367,036 48	4,505,972 53		5 338	56 516	52,284 82	0 00	52,284 82
Subtotal				6,005,972.53	1,867,036.48	6,005,972.53			11.907	56,034.82	0.00	56,034.82
Fund: GO 2018 - Transportation												
20181	10109	GO18TR	RR2	6,989,588 78	7,234,389 47	6,989,588 78		5 338	5 354	97,627 92	0 00	97,627 92
2400000462A	10234	GO18TR	RR5	4,056,038 40	4,000,000 00	4,056,038 40	08/16/2024	5 520	5 547	55,927 95	0 00	55,927 95

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City of Leander, Texas
Interest Earnings
October 1, 2023 - December 31, 2023

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										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Subtotal				11,045,627.18	11,234,389.47	11,045,627.18			5.423	153,555.87	0.00	153,555.87
Fund: PID Crystal Springs												
822864	10118	PIDCS	LA2	1,004,088.47	712,923.53	1,004,088.47		4.980	5.103	9,170.40	0.00	9,170.40
Subtotal				1,004,088.47	712,923.53	1,004,088.47			5.103	9,170.40	0.00	9,170.40
Fund: PID Deerbrooke NIA												
60000012	10147	PIDDBN	RRP	64.62	63.70	64.62		5.369	5.730	0.92	0.00	0.92
822454	10119	PIDDBN	LA2	629,354.94	638,681.78	629,354.94		4.980	4.982	8,020.82	0.00	8,020.82
Subtotal				629,419.56	638,745.48	629,419.56			4.982	8,021.74	0.00	8,021.74
Fund: PID Deerbrooke SIA												
60000011	10124	PIDDBS	RRP	747,848.85	2,735.76	747,848.85		5.369	99.774	688.00	0.00	688.00
822451	10120	PIDDBS	LA2	1,042,588.43	1,058,948.38	1,042,588.43		4.980	4.946	13,200.62	0.00	13,200.62
Subtotal				1,790,437.28	1,061,684.14	1,790,437.28			5.190	13,888.62	0.00	13,888.62
Fund: PID Oak Creek												
829908	10121	PIDOC	LA2	636,997.28	433,175.18	636,997.28		4.980	5.201	5,678.59	0.00	5,678.59
Subtotal				636,997.28	433,175.18	636,997.28			5.201	5,678.59	0.00	5,678.59
Total				275,387,049.44	239,511,847.69	274,590,301.71			3.865	2,019,660.70	339,889.48	2,359,550.18



City of Leander, Texas
Amortization Schedule
October 1, 2023 - December 31, 2023
Sorted By Fund - Fund

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
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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 10/01/2023	Amount Amortized This Period	Amt Amortized Through 12/31/2023	Amount Unamortized Through 12/31/2023
Certs of Obligation 2022A										
10213 FHLB Note	CO2022A	12/08/2023	5,500,000.00 3.375	5,568,750.00	68,750.00	0.00	-60,298.17 8,451.83	-8,451.83	-68,750.00	0.00
10215 FHLB Note	CO2022A	06/14/2024	5,500,000.00 2.875	5,522,000.00	22,000.00	5,504,905.61	-14,385.77 7,614.23	-2,708.62	-17,094.39	4,905.61
Subtotal				11,090,750.00	90,750.00	5,504,905.61	-74,683.94 16,066.06	-11,160.45	-85,844.39	4,905.61
Certs of Obligation 2022B										
10239 Canadian Imperial CP	CO2022B	08/30/2024	5,000,000.00	4,806,775.00	-193,225.00	4,821,525.00	0.00 -193,225.00	14,750.00	14,750.00	-178,475.00
10214 FHLB Note	CO2022B	12/08/2023	5,000,000.00 3.375	5,062,500.00	62,500.00	0.00	-54,816.51 7,683.49	-7,683.49	-62,500.00	0.00
10216 FHLB Note	CO2022B	06/14/2024	5,000,000.00 2.875	5,020,000.00	20,000.00	5,004,459.64	-13,077.98 6,922.02	-2,462.38	-15,540.36	4,459.64
10236 Lloyds Bank Corp CP	CO2022B	03/11/2024	5,000,000.00	4,863,402.78	-136,597.22	4,945,361.11	10,147.22 -126,450.00	71,811.11	81,958.33	-54,638.89
Subtotal				19,752,677.78	-247,322.22	14,771,345.75	-57,747.27 -305,069.49	76,415.24	18,667.97	-228,654.25
General Consolidated										
10191 FFCB Note	GEN	12/09/2024	5,000,000.00 0.920	4,999,000.00	-1,000.00	4,999,687.04	603.70 -396.30	83.34	687.04	-312.96
10221 FFCB Note	GEN	08/15/2024	5,000,000.00 3.300	4,998,560.00	-1,440.00	4,999,552.00	812.00 -628.00	180.00	992.00	-448.00
10231 FFCB Note	GEN	04/25/2024	5,000,000.00 4.875	5,006,051.50	6,051.50	5,002,011.29	-2,452.36 3,599.14	-1,587.85	-4,040.21	2,011.29
10165 FFCB Call Note	GEN	10/13/2023 10/13/2021	5,000,000.00 0.280	4,994,350.00	-5,650.00	0.00	5,650.00 0.00	0.00	5,650.00	0.00
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
10230 FHLB DN	GEN	04/19/2024	5,000,000.00	4,775,800.00	-224,200.00	4,930,966.67	96,900.00 -127,300.00	58,266.67	155,166.67	-69,033.33
10220 FHLB Note	GEN	02/28/2024	5,000,000.00 2.125	4,914,850.00	-85,150.00	4,991,286.27	62,677.74 -22,472.26	13,758.53	76,436.27	-8,713.73

City of Leander, Texas
Amortization Schedule
October 1, 2023 - December 31, 2023

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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 10/01/2023	Amount Amortized This Period	Amt Amortized Through 12/31/2023	Amount Unamortized Through 12/31/2023
General Consolidated										
10225	GEN	06/14/2024	5,000,000 00	5,009,250 00	9,250 00	5,003,052 13	-4,512 65	-1,685 22	-6,197 87	3,052 13
FHLB Note			4 875				4,737 35			
10226	GEN	03/08/2024	10,000,000 00	9,991,496 30	-8,503 70	9,998,564 87	5,140 78	1,927 79	7,068 57	-1,435 13
FHLB Note			4 750				-3,362 92			
10235	GEN	09/18/2024	10,000,000 00	9,993,300 00	-6,700 00	9,995,216 94	241 94	1,675 00	1,916 94	-4,783 06
FHLB Note			5.375				-6,458 06			
10241	GEN	06/13/2025	5,000,000 00	4,849,520 00	-150,480 00	4,854,804 88	0 00	5,284 88	5,284 88	-145,195 12
FHLB Note			2 875				-150,480 00			
10237	GEN	04/09/2024	5,000,000 00	4,851,950 00	-148,050 00	4,922,450 00	0.00	70,500 00	70,500 00	-77,550 00
MUFG Bank CP			5 640				-148,050 00			
10238	GEN	04/22/2024	5,000,000 00	4,842,047 22	-157,952.78	4,912,422 22	0 00	70,375 00	70,375 00	-87,577 78
Swedbank CP							-157,952.78			
10196	GEN	01/15/2024	5,000,000 00	4,922,265 63	-77,734 37	4,998,515 31	66,493 11	9,756 57	76,249 68	-1,484 69
T Note			0 125				-11,241.26			
10202	GEN	02/15/2024	5,000,000 00	4,871,093 75	-128,906 25	4,991,976 79	104,480.03	16,403 01	120,883 04	-8,023 21
T Note			0 125				-24,426 22			
10203	GEN	08/31/2024	5,000,000 00	4,955,664 06	-44,335 94	4,987,921 94	27,685 11	4,572 77	32,257 88	-12,078 06
T Note			1 875				-16,650 83			
10209	GEN	11/30/2023	5,000,000 00	4,855,468 75	-144,531 25	0 00	129,073 36	15,457 89	144,531 25	0 00
T Note			0 500				-15,457 89			
10240	GEN	11/30/2024	5,000,000 00	4,828,906 25	-171,093 75	4,838,572 56	0 00	9,666 31	9,666 31	-161,427 44
T Note			1 500				-171,093 75			
Subtotal				98,653,323.46	-1,346,676.54	89,427,000.91	499,042.76 -847,633.78	274,634.69	773,677.45	-572,999.09
Total				129,496,751.24	-1,503,248.76	109,703,252.27	366,611.55 -1,136,637.21	339,889.48	706,501.03	-796,747.73



City of Leander, Texas
Projected Cashflow Report
Sorted by Monthly
For the Period January 1, 2024 - July 31, 2024

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
January 2024										
01/04/2024	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
01/05/2024	10229	GEN	3130AVKN1	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
01/12/2024	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
01/14/2024	10218	GEN	3134GXZT4	Interest	FHLMC Call Note	0.00	0.00	0.00	100,000.00	100,000.00
01/14/2024	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
01/15/2024	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
01/15/2024	10196	GEN	91282CBE0	Maturity	T Note	5,000,000.00	4,922,265.63	5,000,000.00	3,125.00	5,003,125.00
Total for January 2024						30,000,000.00	29,922,265.63	30,000,000.00	103,125.00	30,103,125.00
February 2024										
02/15/2024	10202	GEN	91282CBM2	Maturity	T Note	5,000,000.00	4,871,093.75	5,000,000.00	3,125.00	5,003,125.00
02/15/2024	10221	GEN	3133ENG20	Interest	FFCB Note	0.00	0.00	0.00	82,500.00	82,500.00
02/24/2024	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
02/28/2024	10186	GEN	3130ANNS5	Interest	FHLB Call Note	0.00	0.00	0.00	12,500.00	12,500.00
02/28/2024	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
02/28/2024	10220	GEN	3130ARHG9	Maturity	FHLB Note	5,000,000.00	4,914,850.00	5,000,000.00	53,125.00	5,053,125.00
02/29/2024	10203	GEN	9128282U3	Interest	T Note	0.00	0.00	0.00	46,875.00	46,875.00
Total for February 2024						20,000,000.00	19,785,943.75	20,000,000.00	198,125.00	20,198,125.00
March 2024										
03/08/2024	10226	GEN	3130ATUQ8	Maturity	FHLB Note	10,000,000.00	9,991,496.30	10,000,000.00	237,500.00	10,237,500.00
03/11/2024	10236	CO2022B	53948ACB5	Maturity	Lloyds Bank Corp CP	5,000,000.00	4,863,402.78	5,000,000.00	0.00	5,000,000.00
03/12/2024	10172	GEN	3130ALJ70	Maturity	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	10,000.00	5,010,000.00
03/18/2024	10235	GEN	3130AXAF5	Interest	FHLB Note	0.00	0.00	0.00	268,750.00	268,750.00
03/20/2024	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
03/20/2024	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
03/20/2024	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
03/28/2024	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
Total for March 2024						30,000,000.00	29,854,899.08	30,000,000.00	516,250.00	30,516,250.00
April 2024										
04/04/2024	10188	GEN	31422XMV1	Interest	FRMAC Call Note	0.00	0.00	0.00	12,500.00	12,500.00
04/05/2024	10173	GEN	3133EMVD1	Maturity	FFCB Call Note	5,000,000.00	4,993,750.00	5,000,000.00	8,250.00	5,008,250.00

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City of Leander, Texas
Projected Cashflow Report
For the Period January 1, 2024 - July 31, 2024

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Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
April 2024										
04/05/2024	10229	GEN	3130AVKN1	Interest	FHLB Call Note	0 00	0 00	0 00	128,750 00	128,750 00
04/09/2024	10237	GEN	62479LD93	Maturity	MUFG Bank CP	5,000,000 00	4,851,950 00	5,000,000 00	0 00	5,000,000 00
04/15/2024	10176	GEN	3130ALVY7	Maturity	FHLB Call Note	5,000,000 00	5,000,000 00	5,000,000 00	10,000 00	5,010,000 00
04/19/2024	10230	GEN	313384VU0	Maturity	FHLB DN	5,000,000 00	4,775,800 00	5,000,000 00	0 00	5,000,000 00
04/22/2024	10238	GEN	87019RDN3	Maturity	Swedbank CP	5,000,000 00	4,842,047 22	5,000,000 00	0 00	5,000,000 00
04/25/2024	10231	GEN	3133EPGX7	Maturity	FFCB Note	5,000,000 00	5,006,051 50	5,000,000 00	121,875 00	5,121,875 00
04/30/2024	10229	GEN	3130AVKN1	Maturity	FHLB Call Note	5,000,000 00	5,000,000 00	5,000,000 00	17,881 94	5,017,881 94
Total for April 2024						35,000,000.00	34,469,598.72	35,000,000.00	299,256.94	35,299,256.94
May 2024										
05/24/2024	10180	GEN	3130AMEZ1	Maturity	FHLB Call Note	5,000,000 00	5,000,000 00	5,000,000 00	10,000 00	5,010,000 00
05/31/2024	10240	GEN	912828YV6	Interest	T Note	0 00	0.00	0 00	37,500 00	37,500 00
Total for May 2024						5,000,000.00	5,000,000.00	5,000,000.00	47,500.00	5,047,500.00
June 2024										
06/09/2024	10191	GEN	3133ENGQ7	Interest	FFCB Note	0.00	0 00	0 00	23,000 00	23,000 00
06/13/2024	10241	GEN	3130A5R35	Interest	FHLB Note	0 00	0 00	0 00	71,875 00	71,875 00
06/14/2024	10215	CO2022A	3130A1XJ2	Maturity	FHLB Note	5,500,000 00	5,522,000 00	5,500,000 00	79,062 50	5,579,062 50
06/14/2024	10216	CO2022B	3130A1XJ2	Maturity	FHLB Note	5,000,000 00	5,020,000 00	5,000,000 00	71,875 00	5,071,875 00
06/14/2024	10225	GEN	3130ATVC8	Maturity	FHLB Note	5,000,000 00	5,009,250 00	5,000,000 00	121,875 00	5,121,875 00
06/20/2024	10192	GO18SC	3130AQCM3	Interest	FHLB Call Note	0 00	0 00	0 00	7,500 00	7,500 00
06/20/2024	10193	GEN	3130AQCM3	Interest	FHLB Call Note	0 00	0 00	0 00	5,000 00	5,000 00
06/20/2024	10194	CO2016	3130AQCM3	Interest	FHLB Call Note	0 00	0 00	0 00	12,500 00	12,500 00
06/28/2024	10181	GEN	3130AMT85	Maturity	FHLB Call Note	5,000,000 00	5,000,000 00	5,000,000 00	10,000 00	5,010,000 00
Total for June 2024						20,500,000.00	20,551,250.00	20,500,000.00	402,687.50	20,902,687.50
July 2024										
07/14/2024	10218	GEN	3134GXZT4	Interest	FHLMC Call Note	0 00	0 00	0.00	100,000 00	100,000 00
Total for July 2024						0.00	0.00	0.00	100,000.00	100,000.00
GRAND TOTALS:						140,500,000.00	139,583,957.18	140,500,000.00	1,666,944.44	142,166,944.44



City of Leander, Texas
Texas Compliance Change in Val Report
Sorted by Fund
October 1, 2023 - December 31, 2023

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746

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	78,740.35	5,868,720.09	78,740.35	110,068.45	-31,328.10	5,837,391.99
60000013	5,837,391.99	5.369	/ /	78,740.35	5,868,720.09	78,740.35	110,068.45	-31,328.10	5,837,391.99
Sub Totals For: Fund: ARPA 2021				78,740.35	5,868,720.09	78,740.35	110,068.45	-31,328.10	5,837,391.99
				78,740.35	5,868,720.09	78,740.35	110,068.45	-31,328.10	5,837,391.99
Fund: Certs of Obligation									
10028	TXSTAR	CO2016	11/22/2016	23,084.00	2,164,196.37	23,084.00	623,550.05	-600,466.05	1,563,730.32
20163	1,563,730.32	5.337	/ /	23,084.00	2,164,196.37	23,084.00	623,550.05	-600,466.05	1,563,730.32
10194	FHLBC	CO2016	12/20/2021	6,250.00	2,500,000.00	0.00	0.00	0.00	2,500,000.00
3130AOCM3	2,500,000.00	1.000	12/20/2024	12,500.00	2,367,695.58	0.00	0.00	39,923.47	2,407,619.05
Sub Totals For: Fund: Certs of Obligation				29,334.00	4,664,196.37	23,084.00	623,550.05	-600,466.05	4,063,730.32
				35,584.00	4,531,891.95	23,084.00	623,550.05	-560,542.58	3,971,349.37
Fund: Certs of Obligation									
10104	TXSTAR	CO2018A	11/06/2018	40,618.89	3,005,908.05	46,009.19	0.00	46,009.19	3,051,917.24
20184	3,051,917.24	5.337	/ /	40,618.89	3,005,908.05	46,009.19	0.00	46,009.19	3,051,917.24
Sub Totals For: Fund: Certs of Obligation				40,618.89	3,005,908.05	46,009.19	0.00	46,009.19	3,051,917.24
				40,618.89	3,005,908.05	46,009.19	0.00	46,009.19	3,051,917.24
Fund: Certs of Obligation									
10105	TXSTAR	CO2018B	11/06/2018	5,354.29	396,747.86	5,354.29	0.00	5,354.29	402,102.15
20185	402,102.15	5.337	/ /	5,354.29	396,747.86	5,354.29	0.00	5,354.29	402,102.15
Sub Totals For: Fund: Certs of Obligation				5,354.29	396,747.86	5,354.29	0.00	5,354.29	402,102.15
				5,354.29	396,747.86	5,354.29	0.00	5,354.29	402,102.15
Fund: Certs of Obligation									

Portfolio LEND

City of Leander, Texas
Texas Compliance Change in Val Report
October 1, 2023 - December 31, 2023

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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
10212	TXPOOL	CO2022A	05/26/2022	23,006 97	26,119 14	2,349,169 27	0 00	2,349,169 27	2,375,288 41
60000014	2,375,288 41	5 369	/ /	23,006 97	26,119 14	2,349,169 27	0 00	2,349,169 27	2,375,288 41
10213	FHLB	CO2022A	06/03/2022	34,546 87	5,508,451 83	0 00	5,500,000 00	-5,508,451 83	0 00
3130A0F70	0 00	0 000	12/08/2023	92,812 50	5,480,300 32	0 00	5,500,000 00	-5,480,300 32	0 00
10215	FHLB	CO2022A	06/03/2022	39,531 25	5,507,614 23	0 00	0 00	-2,708.62	5,504,905 61
3130A1XJ2	5,500,000.00	2 671	06/14/2024	79,062 50	5,395,331 65	0 00	0 00	45,752 90	5,441,084 55
Sub Totals For: Fund: Certs of Obligation				97,085.09	11,042,185 20	2,349,169 27	5,500,000 00	-3,161,991 18	7,880,194 02
				194,881 97	10,901,751 11	2,349,169 27	5,500,000 00	-3,085,378 15	7,816,372 96
Fund: Certs of Obligation									
10171	TXSTAR	CO2022B	01/14/2021	24,564 35	1,562,810 46	2,837,274 86	66,065 31	2,771,209 55	4,334,020 01
20210	4,334,020 01	5 337	/ /	24,564 35	1,562,810 46	2,837,274 86	66,065 31	2,771,209 55	4,334,020 01
10214	FHLB	CO2022B	06/03/2022	31,406 25	5,007,683 49	0 00	5,000,000 00	-5,007,683 49	0 00
3130A0F70	0 00	0 000	12/08/2023	84,375 00	4,982,091 20	0 00	5,000,000 00	-4,982,091 20	0 00
10216	FHLB	CO2022B	06/03/2022	35,937 50	5,006,922 02	0 00	0 00	-2,462 38	5,004,459 64
3130A1XJ2	5,000,000 00	2 671	06/14/2024	71,875 00	4,904,846 95	0 00	0 00	41,593 55	4,946,440 50
10236	LLOYDS	CO2022B	09/18/2023	0 00	4,873,550 00	0 00	0 00	71,811 11	4,945,361 11
53948ACB5	5,000,000 00	5 777	03/11/2024	0 00	4,873,240 00	0 00	0 00	72,020 00	4,945,260 00
10239	CANIMP	CO2022B	12/12/2023	0 00	0 00	4,806,775 00	0 00	4,821,525 00	4,821,525 00
13607EHW2	5,000,000 00	5 582	08/30/2024	0 00	0 00	4,806,775 00	0 00	4,827,590 00	4,827,590 00
Sub Totals For: Fund: Certs of Obligation				91,908 10	16,450,965 97	7,644,049 86	5,066,065 31	2,654,399 79	19,105,365 76
				180,814 35	16,322,988 61	7,644,049 86	5,066,065 31	2,730,321 90	19,053,310 51
Fund: Debt Service									
10017	TXPOOL	DS	09/01/2016	82,680 99	6,041,029 11	217,409 77	9,357 28	208,052 49	6,249,081 60
60000003	6,249,081 60	5 369	/ /	82,680 99	6,041,029 11	217,409 77	9,357 28	208,052 49	6,249,081 60
Sub Totals For: Fund: Debt Service				82,680 99	6,041,029 11	217,409 77	9,357 28	208,052 49	6,249,081 60
				82,680 99	6,041,029 11	217,409 77	9,357 28	208,052 49	6,249,081 60
Fund: General Consolidated									

Portfolio LEND

City of Leander, Texas
Texas Compliance Change in Val Report
October 1, 2023 - December 31, 2023

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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
10003	BBVAPC	GEN	09/01/2016	0 00	960 85	36 00	36 18	-0 18	960 67
5446	960 67	0 000	/ /	0 00	960 85	36 00	36 18	-0 18	960 67
10004	FBPFC	GEN	09/01/2016	0 00	5,265 92	127,880,900 75	127,759,072 25	121,828 50	127,094 42
8172	127,094 42	0 000	/ /	0 00	5,265 92	127,880,900 75	127,759,072 25	121,828 50	127,094 42
10005	FBPFC	GEN	09/01/2016	0 00	0 00	0 00	0 00	0 00	0 00
8156	0 00	0 000	/ /	0 00	0 00	0 00	0 00	0 00	0 00
10011	TXTERM	GEN	09/01/2016	15,932 36	1,172,647 06	15,932 36	0 00	15,932 36	1,188,579 42
1168	1,188,579 42	5 380	/ /	15,932 36	1,172,647 06	15,932 36	0 00	15,932 36	1,188,579 42
10013	TXSTAR	GEN	09/01/2016	18,680 71	1,384,227 21	18,680 71	0 00	18,680 71	1,402,907 92
11890	1,402,907 92	5 337	/ /	18,680 71	1,384,227 21	18,680 71	0 00	18,680 71	1,402,907 92
10014	TXSTAR	GEN	09/01/2016	16,214 32	9,637 64	2,991,964 32	1,003,349 75	1,988,614 57	1,998,252 21
23010	1,998,252 21	5 337	/ /	16,214 32	9,637 64	2,991,964 32	1,003,349 75	1,988,614 57	1,998,252 21
10015	TXPOOL	GEN	09/01/2016	22,800 68	1,677,941 53	22,800 68	0 00	22,800 68	1,700,742 21
60000001	1,700,742 21	5 369	/ /	22,800 68	1,677,941 53	22,800 68	0 00	22,800 68	1,700,742 21
10016	TXPOOL	GEN	09/01/2016	397,668 87	32,761,307 85	44,546,294 12	25,279,449 45	19,266,844 67	52,028,152 52
60000002	52,028,152 52	5 369	/ /	397,668 87	32,761,307 85	44,546,294 12	25,279,449 45	19,266,844 67	52,028,152 52
10018	TXPOOL	GEN	09/01/2016	0 00	0 00	0 00	0 00	0 00	0 00
60000005	0 00	0 000	/ /	0 00	0 00	0 00	0 00	0 00	0 00
10019	TXPOOL	GEN	09/01/2016	4,631 61	340,849 16	4,631 61	0 00	4,631 61	345,480 77
60000008	345,480 77	5 369	/ /	4,631 61	340,849 16	4,631 61	0 00	4,631 61	345,480 77
10020	TXPOOL	GEN	09/01/2016	160 89	11,838 45	160 89	0 00	160 89	11,999 34
60000009	11,999 34	5 369	/ /	160 89	11,838 45	160 89	0 00	160 89	11,999 34
10117	INVESC	GEN	01/25/2019	55,545 02	4,918,638 96	41,380,043 55	40,667,052 95	712,990 60	5,631,629 56
2142	5,631,629 56	4 708	/ /	57,306 00	4,918,638 96	41,380,043 55	40,667,052 95	712,990 60	5,631,629 56
10165	FFCBC	GEN	10/15/2020	466 67	5,000,000 00	0 00	5,000,000 00	-5,000,000 00	0 00
3133EMCQ3	0 00	0 000	10/13/2023	7,000 00	4,989,674 60	0 00	5,000,000 00	-4,989,674 60	0 00

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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
10167	HAWAII	GEN	10/29/2020	0 00	1,125,000 00	0 00	1,125,000 00	-1,125,000 00	0 00
419792ZJ8	0 00	0 000	10/01/2023	3,211 88	1,125,000 00	0 00	1,125,000 00	-1,125,000 00	0 00
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	4,887,179 70	0 00	0 00	63,578 50	4,950,758 20
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	4,867,987 70	0 00	0 00	65,833 05	4,933,820 75
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	4,862,661 40	0 00	0 00	65,212 20	4,927,873 60
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	4,835,936 60	0 00	0 00	67,970 85	4,903,907 45
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	4,812,393 90	0 00	0 00	73,200 95	4,885,594 85
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	4,776,469 30	0 00	0 00	76,109 85	4,852,579 15
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	4,753,015 65	0 00	0 00	79,348 20	4,832,363 85
10191	FFCB	GEN	12/09/2021	11,500 00	4,999,603 70	0 00	0 00	83 34	4,999,687 04
3133ENGQ7	5,000,000 00	0 926	12/09/2024	23,000 00	4,738,606 70	0 00	0 00	87,798 95	4,826,405 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	947,078 23	0 00	0 00	15,969 39	963,047 62
10196	TNOTE	GEN	01/12/2022	1,562 50	4,988,758 74	0 00	0 00	9,756 57	4,998,515 31
91282CBEO	5,000,000 00	0 908	01/15/2024	0 00	4,925,000 00	0 00	0 00	65,805 70	4,990,805 70
10199	NXBICS	GEN	01/19/2022	75,061 33	5,286,497 73	75,061 33	0 00	75,061 33	5,361,559 06
026	5,361,559 06	5 760	/ /	75,061 33	5,286,497 73	75,061 33	0 00	75,061 33	5,361,559 06
10202	TNOTE	GEN	02/22/2022	1,562 50	4,975,573 78	0 00	0 00	16,403 01	4,991,976 79
91282CBM2	5,000,000 00	1 450	02/15/2024	0 00	4,903,125 00	0 00	0 00	65,833 55	4,968,958 55

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Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10203	TNOTE	GEN	03/23/2022	23,695 06	4,983,349 17	0 00	0 00	4,572 77	4,987,921 94
9128282U3	5,000,000 00	2 250	08/31/2024	0 00	4,839,648 45	0 00	0 00	58,007 80	4,897,656 25
10205	TCBPFC	GEN	03/22/2022	1,909 99	211,672 04	1,909 99	0 00	1,909 99	213,582 03
380B	213,582 03	3 598	/ /	1,909 99	211,672 04	1,909 99	0 00	1,909 99	213,582 03
10209	TNOTE	GEN	05/18/2022	4,098 36	4,984,542 11	0 00	5,000,000 00	-4,984,542 11	0 00
91282CDM0	0 00	0 000	11/30/2023	12,500 00	4,960,404 05	0 00	5,000,000 00	-4,960,404 05	0 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	4,875,865 45	0 00	0 00	60,468 90	4,936,334 35
10220	FHLB	GEN	08/11/2022	26,562 50	4,977,527 74	0 00	0 00	13,758 53	4,991,286 27
3130ARHG9	5,000,000 00	3 262	02/28/2024	0 00	4,931,689 20	0 00	0 00	44,107 45	4,975,796 65
10221	FFCB	GEN	08/15/2022	41,250 00	4,999,372 00	0 00	0 00	180 00	4,999,552 00
3133ENG20	5,000,000 00	3 315	08/15/2024	0 00	4,909,809 90	0 00	0 00	35,489 00	4,945,298 90
10225	FHLB	GEN	01/30/2023	60,937 50	5,004,737 35	0 00	0 00	-1,685 22	5,003,052 13
3130ATVC8	5,000,000 00	4 723	06/14/2024	121,875 00	4,970,867 45	0 00	0 00	21,417 40	4,992,284 85
10226	FHLB	GEN	01/31/2023	118,750 00	9,996,637 08	0 00	0 00	1,927 79	9,998,564 87
3130ATUQ8	10,000,000 00	4 829	03/08/2024	0 00	9,965,622 90	0 00	0 00	22,965 80	9,988,588 70
10229	FHLBC	GEN	04/05/2023	64,375 00	5,000,000 00	0 00	0 00	0 00	5,000,000 00
3130AVKN1	5,000,000 00	5 153	04/30/2024	128,750 00	4,984,245 45	0 00	0 00	9,111 75	4,993,357 20
10230	FHDN	GEN	05/01/2023	0 00	4,872,700 00	0 00	0 00	58,266 67	4,930,966 67
313384VU0	5,000,000 00	4 784	04/19/2024	0 00	4,862,006 15	0 00	0 00	58,271 65	4,920,277 80
10231	FFCB	GEN	05/12/2023	60,937 50	5,003,599 14	0 00	0 00	-1,587 85	5,002,011 29
3133EPGX7	5,000,000 00	4 740	04/25/2024	110,364 58	4,984,382 75	0 00	0 00	9,814 85	4,994,197 60
10233	EWB	GEN	08/03/2023	56,540 62	4,035,847 95	56,540 62	0 00	56,540 62	4,092,388 57
172404911A	4,092,388 57	5 520	08/03/2024	56,540 62	4,035,847 95	56,540 62	0 00	56,540 62	4,092,388 57
10235	FHLB	GEN	09/18/2023	134,375 00	9,993,541 94	0 00	0 00	1,675 00	9,995,216 94
3130AXAF5	10,000,000 00	5 444	09/18/2024	0 00	9,987,938 10	0 00	0 00	40,616 90	10,028,555 00

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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
10237	MUFGCP	GEN	10/03/2023	0 00	0 00	4,851,950 00	0 00	4,922,450 00	4,922,450 00
62479LD93	5,000,000 00	5 906	04/09/2024	0 00	0 00	4,851,950 00	0 00	4,923,420 00	4,923,420 00
10238	SWEDBK	GEN	10/03/2023	0 00	0 00	4,842,047 22	0 00	4,912,422 22	4,912,422 22
87019RDN3	5,000,000 00	5 901	04/22/2024	0 00	0 00	4,842,047 22	0 00	4,915,375 00	4,915,375 00
10240	TNOTE	GEN	12/12/2023	4,098 36	0 00	4,828,906 25	0 00	4,838,572 56	4,838,572 56
912828YV6	5,000,000 00	5 172	11/30/2024	0 00	0 00	4,828,906 25	0 00	4,849,609 40	4,849,609 40
10241	FHLB	GEN	12/12/2023	7,586 81	0 00	4,849,520 00	0 00	4,854,804 88	4,854,804 88
3130A5R35	5,000,000 00	4 978	06/13/2025	399 31	0 00	4,849,520.00	0 00	4,890,419 70	4,890,419 70
Sub Totals For: Fund: General Consolidated				1,316,029 16	173,722,275 10	236,367,380 40	205,833,960 58	30,808,054 51	204,530,329 61
				1,129,758 15	171,513,940 98	236,367,380 40	205,833,960 58	31,876,674 49	203,390,615 47
Fund: GO 2016 - Senior Cen									
10025	TXSTAR	GO16SC	11/22/2016	283 95	38,873 03	283 95	24,510 56	-24,226 61	14,646 42
20160	14,646 42	5 337	/ /	283 95	38,873 03	283 95	24,510 56	-24,226 61	14,646 42
Sub Totals For: Fund: GO 2016 - Senior Cen				283 95	38,873 03	283 95	24,510 56	-24,226 61	14,646 42
				283 95	38,873 03	283 95	24,510 56	-24,226 61	14,646 42
Fund: GO 2016 - Transporta									
10027	TXSTAR	GO16TR	11/22/2016	1,950.56	144,536.27	1,950 56	0 00	1,950 56	146,486 83
20162	146,486.83	5 337	/ /	1,950 56	144,536 27	1,950 56	0 00	1,950 56	146,486 83
Sub Totals For: Fund: GO 2016 - Transporta				1,950 56	144,536 27	1,950 56	0 00	1,950 56	146,486 83
				1,950 56	144,536 27	1,950 56	0 00	1,950 56	146,486 83
Fund: GO 2018 - Parks									
10106	TXSTAR	GO18PK	11/06/2018	3,647 58	270,283 11	3,647 58	0 00	3,647 58	273,930 69
20182	273,930 69	5 337	/ /	3,647 58	270,283 11	3,647 58	0 00	3,647 58	273,930 69
Sub Totals For: Fund: GO 2018 - Parks				3,647 58	270,283 11	3,647 58	0 00	3,647 58	273,930 69
				3,647 58	270,283 11	3,647 58	0 00	3,647 58	273,930 69
Fund: GO 2018 - Rec Center									

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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
10107	TXSTAR	GO18REC	11/06/2018	25,677 70	1,918,173 25	25,677 70	21,268 17	4,409 53	1,922,582 78
20180	1,922,582 78	5 337	/ /	25,677 70	1,918,173 25	25,677 70	21,268 17	4,409 53	1,922,582 78
Sub Totals For: Fund: GO 2018 - Rec Center				25,677 70	1,918,173 25	25,677 70	21,268 17	4,409 53	1,922,582 78
				25,677 70	1,918,173 25	25,677 70	21,268 17	4,409 53	1,922,582 78
Fund: GO 2018 - Senior Cen									
10108	TXSTAR	GO18SC	11/06/2018	52,284 82	367,036 48	4,138,936 05	0 00	4,138,936 05	4,505,972 53
20183	4,505,972 53	5 337	/ /	52,284 82	367,036 48	4,138,936 05	0 00	4,138,936 05	4,505,972 53
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	1,420,617 35	0 00	0 00	23,954 08	1,444,571 43
Sub Totals For: Fund: GO 2018 - Senior Cen				56,034 82	1,867,036 48	4,138,936 05	0 00	4,138,936 05	6,005,972 53
				59,784 82	1,787,653 83	4,138,936 05	0 00	4,162,890 13	5,950,543 96
Fund: GO 2018 - Transporta									
10109	TXSTAR	GO18TR	11/06/2018	97,627 92	7,234,389 47	157,331 62	402,132 31	-244,800 69	6,989,588 78
20181	6,989,588 78	5 337	/ /	97,627 92	7,234,389 47	157,331 62	402,132 31	-244,800 69	6,989,588 78
10234	TCB	GO18TR	08/16/2023	55,927 95	4,000,000 00	56,038 40	0 00	56,038 40	4,056,038 40
2400000462A	4,056,038 40	5 520	08/16/2024	56,038 40	4,000,000 00	56,038 40	0 00	56,038 40	4,056,038 40
Sub Totals For: Fund: GO 2018 - Transporta				153,555 87	11,234,389 47	213,370 02	402,132 31	-188,762 29	11,045,627 18
				153,666 32	11,234,389 47	213,370 02	402,132 31	-188,762 29	11,045,627 18
Fund: PID Crystal Springs									
10118	INVSTG	PIDCS	10/01/2023	9,170 40	712,923 53	358,530 56	67,365 62	291,164 94	1,004,088 47
822864	1,004,088 47	4 980	/ /	8,849 41	712,923 53	358,530 56	67,365 62	291,164 94	1,004,088 47
Sub Totals For: Fund: PID Crystal Springs				9,170 40	712,923 53	358,530 56	67,365 62	291,164 94	1,004,088 47
				8,849 41	712,923 53	358,530 56	67,365 62	291,164 94	1,004,088 47
Fund: PID Deerbrooke NIA									
10119	INVSTG	PIDDBN	10/01/2023	8,020 82	638,681 78	26,781 43	36,108 27	-9,326 84	629,354 94
822454	629,354 94	4 980	/ /	7,915 87	638,681 78	26,781 43	36,108 27	-9,326 84	629,354 94

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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
10147	TXPOOL	PIDDBN	01/30/2020	0 92	63 70	0 92	0 00	0 92	64 62
60000012	64 62	5 369	/ /	0 92	63 70	0 92	0 00	0 92	64 62
Sub Totals For: Fund: PID Deerbrooke NIA				8,021 74	638,745 48	26,782 35	36,108 27	-9,325 92	629,419 56
				7,916 79	638,745 48	26,782 35	36,108 27	-9,325 92	629,419 56
Fund: PID Deerbrooke SIA									
10120	INVSTG	PIDDBS	10/01/2023	13,200 62	1,058,948 38	33,728 00	50,087 95	-16,359 95	1,042,588 43
822451	1,042,588 43	4 980	/ /	13,060 22	1,058,948 38	33,728 00	50,087 95	-16,359 95	1,042,588 43
10124	TXPOOL	PIDDBS	03/06/2019	688 00	2,735 76	747,848 09	2,735 00	745,113 09	747,848 85
60000011	747,848 85	5 369	/ /	688 00	2,735 76	747,848 09	2,735 00	745,113.09	747,848 85
Sub Totals For: Fund: PID Deerbrooke SIA				13,888 62	1,061,684.14	781,576 09	52,822 95	728,753 14	1,790,437 28
				13,748 22	1,061,684 14	781,576 09	52,822 95	728,753 14	1,790,437 28
Fund: PID Oak Creek									
10121	INVSTG	PIDOC	10/01/2023	5,678 59	433,175 18	242,342 66	38,520 56	203,822 10	636,997 28
829908	636,997 28	4 980	/ /	5,401 64	433,175 18	242,342 66	38,520 56	203,822 10	636,997 28
Sub Totals For: Fund: PID Oak Creek				5,678 59	433,175 18	242,342 66	38,520 56	203,822 10	636,997 28
				5,401 64	433,175 18	242,342 66	38,520 56	203,822 10	636,997 28
Report Grand Totals:				2,019,660 70	239,511,847 69	252,524,294 65	217,785,730 11	35,078,454 02	274,590,301 71
				2,029,359 98	236,823,415 05	252,524,294 65	217,785,730 11	36,363,486 69	273,186,901 74

Portfolio LEND

Disclosures



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.

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Meeder Public Funds

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EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Acceptance of the Quarterly Investment Report for the period ending March 31, 2024.

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 January 1, 2024, through March 31, 2024.

As of March 31, 2024, the City's investment portfolio ending book value was \$294,851,280.75. Investment income for the quarter was \$3,129,761.31, and the fiscal year-to-date interest earnings totaled \$5,489,311.31. The average yield to maturity on the investment fund was 4.37% and the weighted average maturity was one hundred thirty-five (135) days.

The March 31, 2024 Quarterly Investment Report reflects a new reporting format now being used by our Investment Advisor, Meeder Public Funds.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. Quarterly Investment Report 03.31.2024

CITY OF LEANDER

Quarterly Investment Report

AS OF MARCH 31, 2024



M E E D E R

PUBLIC FUNDS



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Quarterly Portfolio Summary

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

Portfolio as of December 31, 2023

BEGINNING BOOK VALUE	\$274,571,695.64
BEGINNING MARKET VALUE	\$273,085,945.96
UNREALIZED GAIN/(LOSS)	(\$1,485,749.68)
WEIGHTED AVERAGE MATURITY (YEARS)	0.31
WEIGHTED AVERAGE YIELD	2.87

Portfolio as of March 31, 2024

ENDING BOOK VALUE	\$294,851,280.75
ENDING MARKET VALUE	\$293,782,625.30
INVESTMENT INCOME FOR THE PERIOD	\$3,129,761.31
UNREALIZED GAIN/(LOSS)	(\$1,068,655.45)
CHANGE IN UNREALIZED GAIN/(LOSS)	\$417,094.23
WEIGHTED AVERAGE MATURITY (YEARS)	0.37
WEIGHTED AVERAGE YIELD	4.37

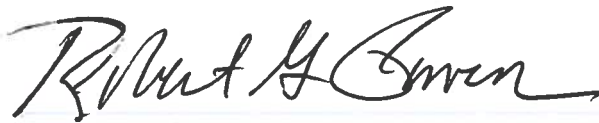
Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	12/31/2023	03/31/2024	CHANGE	INTEREST EARNED
ARPA 2021	5,837,391.99	5,915,290.61	77,898.62	77,898.62
CERTS OF OBLIGATION 2016	3,968,955.32	3,377,219.14	-591,736.18	26,534.57
CERTS OF OBLIGATION 2018A	3,051,917.24	3,085,651.45	33,734.21	40,555.21
CERTS OF OBLIGATION 2018B	402,102.15	380,188.56	-21,913.59	5,164.41
CERTS OF OBLIGATION 2022A	7,814,898.41	13,606,311.83	5,791,413.42	110,416.93
CERTS OF OBLIGATION 2022B	14,224,481.12	9,527,299.69	-4,697,181.43	147,843.00
DEBT SERVICE	6,249,081.60	25,115,092.91	18,866,011.31	241,196.59
GENERAL CONSOLIDATED	208,123,794.49	212,093,070.14	3,969,275.65	2,180,150.97
GO 2016- TRANSPORTATION	146,486.83	148,433.63	1,946.80	1,946.80
GO 2016-SENIOR CENTER	14,646.42	14,841.03	194.61	194.61
GO 2018-PARKS	273,930.69	277,571.20	3,640.51	3,640.51
GO 2018-REC CENTER	1,922,582.78	1,948,134.00	25,551.22	25,551.22
GO 2018-SENIOR CENTER	5,949,107.53	3,987,246.74	-1,961,860.79	47,208.49
GO 2018-TRANSPORTATION	11,045,627.18	10,202,331.57	-843,295.61	170,169.24
PID CRYSTAL SPRINGS	1,004,088.37	982,467.09	-21,621.28	11,722.18
PID DEERBROOKE NIA	629,419.28	866,970.26	237,550.98	9,201.52
PID DEERBROOKE SIA	1,790,437.28	1,552,026.23	-238,411.05	22,394.16
PID OAK CREEK	636,997.28	702,479.22	65,481.94	7,972.28
TOTAL	273,085,945.96	293,782,625.30	20,696,679.34	3,129,761.31



Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending March 31, 2024. Officials designated as investment officers by this entity's Investment Policy attest that all investments comply with the Texas Public Funds Investment Act and this entity's Investment Policy.

 5/6/24

Robert Powers, Executive Finance Director

Portfolio Statistics

4.37
Average Yield

0.37
Weighted Average Maturity (Years)

0.35
Portfolio Effective Duration (Years)

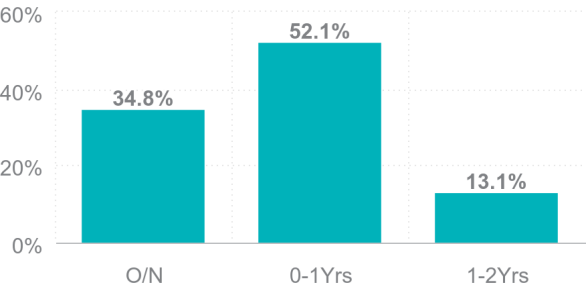
0.37
Weighted Average Life (Years)

AA+
Average Credit Rating

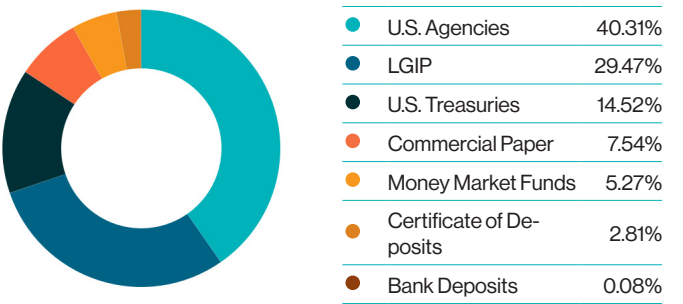
Portfolio Position

Par Value	\$296,049,161
Principal Cost	\$294,094,052
Book Value	\$294,851,281
Market Value	\$293,782,625
Unrealized Gain/Loss	(\$1,068,655)
Accrued Interest	\$1,214,737

Maturity Distribution



Sector Allocation



Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	227,939.82	227,939.82	227,939.82	0.08%	1	3.36
LGIP	86,590,487.67	86,590,487.67	86,590,487.67	29.47%	1	5.31
Money Market Funds	15,468,777.79	15,468,777.79	15,468,777.79	5.27%	1	5.07
U.S. Agencies	119,500,000.00	118,436,049.40	119,399,193.51	40.31%	187	3.19
Certificate of Deposits	8,261,955.68	8,261,955.68	8,261,955.68	2.81%	131	5.51
Commercial Paper	22,500,000.00	22,149,700.00	22,149,700.00	7.54%	107	5.59
U.S. Treasuries	43,500,000.00	42,647,714.94	42,753,226.28	14.52%	325	4.66
TOTAL	296,049,160.96	293,782,625.30	294,851,280.75	100.00%	135	4.37
CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		335,899.28	335,899.28			
TOTAL CASH AND INVESTMENTS	296,049,160.96	294,118,524.58	295,187,180.03		135	4.37
TOTAL EARNINGS						
	CURRENT QUARTER					
Current Year	3,129,761.31					



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
ARPA 2021						
LGIP	1	5,915,290.61	5,915,290.61	2.01	5.32	1
TOTAL	1	5,915,290.61	5,915,290.61	2.01	5.32	1
CERTS OF OBLIGATION 2016						
LGIP	1	954,594.14	954,594.14	0.32	5.30	1
U.S. Agencies	1	2,500,000.00	2,500,000.00	0.82	1.00	264
TOTAL	2	3,454,594.14	3,454,594.14	1.15	2.21	190
CERTS OF OBLIGATION 2018A						
LGIP	1	3,085,651.45	3,085,651.45	1.05	5.30	1
TOTAL	1	3,085,651.45	3,085,651.45	1.05	5.30	1
CERTS OF OBLIGATION 2018B						
LGIP	1	380,188.56	380,188.56	0.13	5.30	1
TOTAL	1	380,188.56	380,188.56	0.13	5.30	1
CERTS OF OBLIGATION 2022A						
LGIP	1	8,135,461.83	8,135,461.83	2.77	5.32	1
U.S. Agencies	1	5,500,000.00	5,502,200.09	1.86	2.67	75
TOTAL	2	13,635,461.83	13,637,661.92	4.63	4.25	31
CERTS OF OBLIGATION 2022B						
LGIP	1	4,553,799.69	4,553,799.69	1.55	5.30	1
U.S. Agencies	1	5,000,000.00	5,002,000.08	1.69	2.67	75
TOTAL	2	9,553,799.69	9,555,799.77	3.24	3.92	40
DEBT SERVICE						
LGIP	1	25,115,092.91	25,115,092.91	8.55	5.32	1

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
TOTAL	1	25,115,092.91	25,115,092.91	8.55	5.32	1
GENERAL CONSOLIDATED						
Bank Deposits	3	227,939.82	227,939.82	0.08	3.36	1
LGIP	3	27,284,774.20	27,284,774.20	9.29	5.31	1
Money Market Funds	2	11,518,347.95	11,518,347.95	3.92	5.12	1
U.S. Agencies	19	105,000,000.00	104,894,993.34	35.44	3.33	195
Certificate of Deposits	1	4,149,093.83	4,149,093.83	1.41	5.52	125
Commercial Paper	4	22,500,000.00	22,149,700.00	7.54	5.59	107
U.S. Treasuries	5	43,500,000.00	42,753,226.28	14.52	4.66	325
TOTAL	44	214,180,155.80	212,978,075.42	72.19	4.23	175
GO 2016- TRANSPORTATION						
LGIP	1	148,433.63	148,433.63	0.05	5.30	1
TOTAL	1	148,433.63	148,433.63	0.05	5.30	1
GO 2016-SENIOR CENTER						
LGIP	1	14,841.03	14,841.03	0.01	5.30	1
TOTAL	1	14,841.03	14,841.03	0.01	5.30	1
GO 2018-PARKS						
LGIP	1	277,571.20	277,571.20	0.09	5.30	1
TOTAL	1	277,571.20	277,571.20	0.09	5.30	1
GO 2018-REC CENTER						
LGIP	1	1,948,134.00	1,948,134.00	0.66	5.30	1
TOTAL	1	1,948,134.00	1,948,134.00	0.66	5.30	1
GO 2018-SENIOR CENTER						



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
LGIP	1	2,533,671.74	2,533,671.74	0.86	5.30	1
U.S. Agencies	1	1,500,000.00	1,500,000.00	0.49	1.00	264
TOTAL	2	4,033,671.74	4,033,671.74	1.36	3.73	97

GO 2018-TRANSPORTATION						
LGIP	1	6,089,469.72	6,089,469.72	2.07	5.30	1
Certificate of Deposits	1	4,112,861.85	4,112,861.85	1.40	5.51	138
TOTAL	4	10,202,331.57	10,202,331.57	3.47	5.38	56

PID CRYSTAL SPRINGS						
Money Market Funds	1	982,467.09	982,467.09	0.33	4.95	1
TOTAL	1	982,467.09	982,467.09	0.33	4.95	1

PID DEERBROOKE NIA						
LGIP	1	117.11	117.11	0.00	5.32	1
Money Market Funds	1	866,853.15	866,853.15	0.30	4.95	1
TOTAL	2	866,970.26	866,970.26	0.30	4.95	1

PID DEERBROOKE SIA						
LGIP	1	153,395.85	153,395.85	0.05	5.32	1
Money Market Funds	1	1,398,630.38	1,398,630.38	0.48	4.95	1
TOTAL	2	1,552,026.23	1,552,026.23	0.53	4.99	1

PID OAK CREEK						
Money Market Funds	1	702,479.22	702,479.22	0.24	4.95	1
TOTAL	1	702,479.22	702,479.22	0.24	4.95	1

GRAND TOTAL	70	296,049,160.96	294,851,280.75	100.00	4.37	135
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Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
ARPA 2021												
LGIP												
TEXPOOL	TexPool	03/31/2024 03/31/2024	5,915,290.61	5,915,290.61 0.00	5,915,290.61	5.32		1	1.00 5,915,290.61	0.00 5,915,290.61	2.01	AAA
LGIP TOTAL			5,915,290.61	5,915,290.61 0.00	5,915,290.61	5.32		1	1.00 5,915,290.61	0.00 5,915,290.61	2.01	AAA
ARPA 2021 TOTAL			5,915,290.61	5,915,290.61 0.00	5,915,290.61	5.32		1	1.00 5,915,290.61	0.00 5,915,290.61	2.01	AAA
CERTS OF OBLIGATION 2016												
LGIP												
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	954,594.14	954,594.14 0.00	954,594.14	5.30		1	1.00 954,594.14	0.00 954,594.14	0.32	AAA
LGIP TOTAL			954,594.14	954,594.14 0.00	954,594.14	5.30		1	1.00 954,594.14	0.00 954,594.14	0.32	AAA
U.S. AGENCIES												
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/15/2021 12/20/2021	2,500,000.00	2,500,000.00 0.00	2,500,000.00	1.00	12/20/2024	264	96.91 2,422,625.00	(77,375.00) 2,500,000.00	0.82	Aaa AA+
U.S. AGENCIES TOTAL			2,500,000.00	2,500,000.00 0.00	2,500,000.00	1.00		264	96.91 2,422,625.00	(77,375.00) 2,500,000.00	0.82	Aaa AA+
CERTS OF OBLIGATION 2016 TOTAL			3,454,594.14	3,454,594.14 0.00	3,454,594.14	2.22		190	69.80 3,377,219.14	(77,375.00) 3,454,594.14	1.15	AA+
CERTS OF OBLIGATION 2018A												
LGIP												
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	3,085,651.45	3,085,651.45 0.00	3,085,651.45	5.30		1	1.00 3,085,651.45	0.00 3,085,651.45	1.05	AAA
LGIP TOTAL			3,085,651.45	3,085,651.45 0.00	3,085,651.45	5.30		1	1.00 3,085,651.45	0.00 3,085,651.45	1.05	AAA
CERTS OF OBLIGATION 2018A TOTAL			3,085,651.45	3,085,651.45 0.00	3,085,651.45	5.30		1	1.00 3,085,651.45	0.00 3,085,651.45	1.05	AAA
CERTS OF OBLIGATION 2018B												
LGIP												



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	380,188.56	380,188.56 0.00	380,188.56	5.30		1	1.00 380,188.56	0.00 380,188.56	0.13	AAA
LGIP TOTAL			380,188.56	380,188.56 0.00	380,188.56	5.30		1	1.00 380,188.56	0.00 380,188.56	0.13	AAA
CERTS OF OBLIGA- TION 2018B TOTAL			380,188.56	380,188.56 0.00	380,188.56	5.30		1	1.00 380,188.56	0.00 380,188.56	0.13	AAA

CERTS OF OBLIGA- TION 2022A

LGIP												
TEXPOOL	TexPool	03/31/2024 03/31/2024	8,135,461.83	8,135,461.83 0.00	8,135,461.83	5.32		1	1.00 8,135,461.83	0.00 8,135,461.83	2.77	AAA
LGIP TOTAL			8,135,461.83	8,135,461.83 0.00	8,135,461.83	5.32		1	1.00 8,135,461.83	0.00 8,135,461.83	2.77	AAA
U.S. AGENCIES												
3130A1XJ2	FHLBANKS 2.875 06/14/24	06/01/2022 06/03/2022	5,500,000.00	5,522,000.00 0.00	5,522,000.00	2.67	06/14/2024	75	99.47 5,470,850.00	(31,350.09) 5,502,200.09	1.86	Aaa AA+
U.S. AGENCIES TOTAL			5,500,000.00	5,522,000.00 0.00	5,522,000.00	2.67		75	99.47 5,470,850.00	(31,350.09) 5,502,200.09	1.86	Aaa AA+
CERTS OF OBLIGA- TION 2022A TOTAL			13,635,461.83	13,657,461.83 0.00	13,657,461.83	4.25		31	40.59 13,606,311.83	(31,350.09) 13,637,661.92	4.63	AAA

CERTS OF OBLIGA- TION 2022B

LGIP												
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	4,553,799.69	4,553,799.69 0.00	4,553,799.69	5.30		1	1.00 4,553,799.69	0.00 4,553,799.69	1.55	AAA
LGIP TOTAL			4,553,799.69	4,553,799.69 0.00	4,553,799.69	5.30		1	1.00 4,553,799.69	0.00 4,553,799.69	1.55	AAA
U.S. AGENCIES												
3130A1XJ2	FHLBANKS 2.875 06/14/24	06/01/2022 06/03/2022	5,000,000.00	5,020,000.00 0.00	5,020,000.00	2.67	06/14/2024	75	99.47 4,973,500.00	(28,500.08) 5,002,000.08	1.69	Aaa AA+
U.S. AGENCIES TOTAL			5,000,000.00	5,020,000.00 0.00	5,020,000.00	2.67		75	99.47 4,973,500.00	(28,500.08) 5,002,000.08	1.69	Aaa AA+
CERTS OF OBLIGA- TION 2022B TOTAL			9,553,799.69	9,573,799.69 0.00	9,573,799.69	3.93		40	52.40 9,527,299.69	(28,500.08) 9,555,799.77	3.24	AA+

DEBT SERVICE



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
LGIP												
TEXPOOL	TexPool	03/31/2024 03/31/2024	25,115,092.91	25,115,092.91 0.00	25,115,092.91	5.32		1	1.00 25,115,092.91	0.00 25,115,092.91	8.55	AAA
LGIP TOTAL			25,115,092.91	25,115,092.91 0.00	25,115,092.91	5.32		1	1.00 25,115,092.91	0.00 25,115,092.91	8.55	AAA
DEBT SERVICE TOTAL			25,115,092.91	25,115,092.91 0.00	25,115,092.91	5.32		1	1.00 25,115,092.91	0.00 25,115,092.91	8.55	AAA
GENERAL CONSOLI-DATED												
BANK DEPOSITS												
49-4797-0104	PNC Corporate Business Account	03/31/2024 03/31/2024	960.08	960.08 0.00	960.08	0.00		1	1.00 960.08	0.00 960.08	0.00	NA
3111062380	Texas Capital Bank GNI Tiered Money Market	03/31/2024 03/31/2024	215,534.40	215,534.40 0.00	215,534.40	3.55		1	1.00 215,534.40	0.00 215,534.40	0.07	NA
591508172	Frost Bank Public Fund Checking Account	03/31/2024 03/31/2024	11,445.34	11,445.34 0.00	11,445.34	0.00		1	1.00 11,445.34	0.00 11,445.34	0.00	NA
BANK DEPOSITS TOTAL			227,939.82	227,939.82 0.00	227,939.82	3.36		1	1.00 227,939.82	0.00 227,939.82	0.08	NA
LGIP												
TXRANGE	Texas Range TexasDAILY Fund	03/31/2024 03/31/2024	1,204,409.40	1,204,409.40 0.00	1,204,409.40	5.31		1	1.00 1,204,409.40	0.00 1,204,409.40	0.41	AAA
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	2,144,517.80	2,144,517.80 0.00	2,144,517.80	5.30		1	1.00 2,144,517.80	0.00 2,144,517.80	0.73	AAA
TEXPOOL	TexPool	03/31/2024 03/31/2024	23,935,847.00	23,935,847.00 0.00	23,935,847.00	5.32		1	1.00 23,935,847.00	0.00 23,935,847.00	8.15	AAA
LGIP TOTAL			27,284,774.20	27,284,774.20 0.00	27,284,774.20	5.31		1	1.00 27,284,774.20	0.00 27,284,774.20	9.29	AAA
MONEY MARKET FUNDS												
26MEED	NexBank IntraFi Cash Service	03/31/2024 03/31/2024	5,436,785.24	5,436,785.24 0.00	5,436,785.24	5.55		1	1.00 5,436,785.24	0.00 5,436,785.24	1.85	NA
37292142	Invesco Treasury Account	03/31/2024 03/31/2024	6,081,562.71	6,081,562.71 0.00	6,081,562.71	4.73		1	1.00 6,081,562.71	0.00 6,081,562.71	2.07	NA
MONEY MARKET FUNDS TOTAL			11,518,347.95	11,518,347.95 0.00	11,518,347.95	5.12		1	1.00 11,518,347.95	0.00 11,518,347.95	3.92	NA
U.S. AGENCIES												
3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.33 04/05/2024	03/30/2021 04/05/2021	5,000,000.00	4,993,750.00 0.00	4,993,750.00	0.37	04/05/2024	5	99.94 4,997,200.00	(2,800.00) 5,000,000.00	1.70	Aaa AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3130ALVY7	FEDERAL HOME LOAN BANKS	03/30/2021 04/15/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.40	04/15/2024	15	99.79 4,989,350.00	(10,650.00) 5,000,000.00	1.70	Aaa AA+
313384VU0	FHLBANKS D NOTE 04/19/24	04/27/2023 05/01/2023	5,000,000.00	4,775,800.00 0.00	4,775,800.00	4.72	04/19/2024	19	98.76 4,937,834.40	(50,765.60) 4,988,600.00	1.68	P-1 A-1+
3133EPGX7	FEDERAL FARM 4.875 04/25/24	05/10/2023 05/12/2023	5,000,000.00	5,006,051.50 0.00	5,006,051.50	4.74	04/25/2024	25	99.95 4,997,650.00	(2,769.75) 5,000,419.75	1.70	Aaa AA+
3130AVKN1	FHLBANKS 5.150 04/30/24 '24	04/04/2023 04/05/2023	5,000,000.00	5,000,000.00 0.00	5,000,000.00	5.15	04/30/2024	30	99.90 4,995,200.00	(4,800.00) 5,000,000.00	1.70	Aaa AA+
3130AMEZ1	FHLBANKS 0.400 05/24/24 '24	05/06/2021 05/28/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.40	05/24/2024	54	99.21 4,960,550.00	(39,450.00) 5,000,000.00	1.69	Aaa AA+
3130ATVC8	FHLBANKS 4.875 06/14/24	01/26/2023 01/30/2023	5,000,000.00	5,009,250.00 0.00	5,009,250.00	4.72	06/14/2024	75	99.87 4,993,700.00	(7,668.83) 5,001,368.83	1.70	Aaa AA+
3130AMT85	FHLBANKS 0.400 06/28/24 '24	06/03/2021 06/28/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.40	06/28/2024	89	98.70 4,935,150.00	(64,850.00) 5,000,000.00	1.68	Aaa AA+
3133ENG20	FEDERAL FARM 3.300 08/15/24	08/09/2022 08/15/2022	5,000,000.00	4,998,560.00 0.00	4,998,560.00	3.32	08/15/2024	137	99.21 4,960,500.00	(39,231.59) 4,999,731.59	1.69	Aaa AA+
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	08/10/2021 08/30/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.50	08/28/2024	150	97.93 4,896,450.00	(103,550.00) 5,000,000.00	1.67	Aaa AA+
3130AXAF5	FHLBANKS 5.375 09/18/24	09/18/2023 09/18/2023	10,000,000.00	9,993,300.00 0.00	9,993,300.00	5.44	09/18/2024	171	99.92 9,992,400.00	(4,484.60) 9,996,884.60	3.40	Aaa AA+
31422XMV1	FARMER MAC 0.500 10/04/24 '23 MTN	09/14/2021 10/04/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.50	10/04/2024	187	97.46 4,873,150.00	(126,850.00) 5,000,000.00	1.66	Aaa AA+
3133ENGQ7	FEDERAL FARM 0.920 12/09/24	12/03/2021 12/09/2021	5,000,000.00	4,999,000.00 0.00	4,999,000.00	0.93	12/09/2024	253	97.03 4,851,550.00	(148,220.07) 4,999,770.07	1.65	Aaa AA+
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/15/2021 12/20/2021	1,000,000.00	1,000,000.00 0.00	1,000,000.00	1.00	12/20/2024	264	96.91 969,050.00	(30,950.00) 1,000,000.00	0.33	Aaa AA+
3130AYXH4	FHLBANKS 4.940 01/06/25	02/22/2024 02/22/2024	9,500,000.00	9,492,305.00 13,036.11	9,505,341.11	5.04	01/06/2025	281	99.76 9,477,200.00	(16,045.77) 9,493,245.77	3.23	P-1 A-1+
3130AYZ90	FHLBANKS 5.000 02/14/25	02/22/2024 02/22/2024	9,500,000.00	9,499,050.00 10,555.56	9,509,605.56	5.01	02/14/2025	320	99.84 9,484,515.00	(14,638.49) 9,499,153.49	3.23	Aaa AA+
3130A5R35	FHLBANKS 2.875 06/13/25	12/12/2023 12/12/2023	5,000,000.00	4,849,520.00 0.00	4,849,520.00	4.98	06/13/2025	439	97.59 4,879,700.00	(81.73) 4,879,781.73	1.66	Aaa AA+
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	06/14/2022 07/14/2022	5,000,000.00	5,000,000.00 0.00	5,000,000.00	4.00	07/14/2025	470	98.56 4,927,800.00	(72,200.00) 5,000,000.00	1.68	Aaa AA+
3130AWKM1	FHLBANKS 4.750 12/12/25	01/16/2024 01/16/2024	5,000,000.00	5,040,455.00 22,430.56	5,062,885.56	4.30	12/12/2025	621	99.93 4,996,550.00	(39,487.50) 5,036,037.50	1.70	Aaa AA+
U.S. AGENCIES TOTAL			105,000,000.00	104,657,041.50 46,022.23	104,703,063.73	3.32		195	99.17 104,115,499.40	(779,493.94) 104,894,993.34	35.44	AA+
CERTIFICATE OF DEPOSITS												
172404911A	East West Bank	03/03/2024 03/03/2024	19,404.88	19,404.88 0.00	19,404.88	5.52	08/03/2024	125	100.00 19,404.88	0.00 19,404.88	0.01	NA
172404911A	East West Bank	02/03/2024 02/03/2024	18,070.77	18,070.77 0.00	18,070.77	5.52	08/03/2024	125	100.00 18,070.77	0.00 18,070.77	0.01	NA
172404911A	East West Bank	01/31/2024 01/31/2024	19,229.61	19,229.61 0.00	19,229.61	5.52	08/03/2024	125	100.00 19,229.61	0.00 19,229.61	0.01	NA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
172404911A	East West Bank	12/31/2023 12/31/2023	19,139.67	19,139.67 0.00	19,139.67	5.52	08/03/2024	125	100.00 19,139.67	0.00 19,139.67	0.01	NA
172404911A	East West Bank	11/03/2023 11/03/2023	18,835.30	18,835.30 0.00	18,835.30	5.52	08/03/2024	125	100.00 18,835.30	0.00 18,835.30	0.01	NA
172404911A	East West Bank	10/03/2023 10/03/2023	18,227.71	18,227.71 0.00	18,227.71	5.52	08/03/2024	125	100.00 18,227.71	0.00 18,227.71	0.01	NA
172404911A	East West Bank	09/30/2023 09/30/2023	18,605.68	18,605.68 0.00	18,605.68	5.52	08/03/2024	125	100.00 18,605.68	0.00 18,605.68	0.01	NA
172404911A	East West Bank	08/03/2023 08/03/2023	4,017,580.21	4,017,580.21 0.00	4,017,580.21	5.52	08/03/2024	125	100.00 4,017,580.21	0.00 4,017,580.21	1.37	NA
CERTIFICATE OF DEPOSITS TOTAL			4,149,093.83	4,149,093.83 0.00	4,149,093.83	5.52		125	100.00 4,149,093.83	0.00 4,149,093.83	1.41	NA
COMMERCIAL PAPER												
62479LD93	MUFG Bank, Ltd., New York Branch 0.0 04/09/2024	10/03/2023 10/03/2023	5,000,000.00	4,851,950.00 0.00	4,851,950.00	5.81	04/09/2024	9	99.87 4,993,733.33	0.00 4,993,733.33	1.70	P-1 A-1
87019RDN3	SWEDBANK AB 04/22/24	10/03/2023 10/03/2023	5,000,000.00	4,842,047.22 0.00	4,842,047.22	5.80	04/22/2024	22	99.67 4,983,579.17	0.00 4,983,579.17	1.70	P-1 A-1
13607EHW2	CDN IMPERIAL 08/30/24	12/12/2023 12/12/2023	5,000,000.00	4,806,775.00 0.00	4,806,775.00	5.49	08/30/2024	152	97.77 4,888,637.50	0.00 4,888,637.50	1.66	P-1 A-1
62479LKJ3	MUFG BANK NY 10/18/24	02/22/2024 02/22/2024	7,500,000.00	7,241,581.25 0.00	7,241,581.25	5.35	10/18/2024	201	97.12 7,283,750.00	0.00 7,283,750.00	2.48	P-1 A-1
COMMERCIAL PAPER TOTAL			22,500,000.00	21,742,353.47 0.00	21,742,353.47	5.59		107	98.46 22,149,700.00	0.00 22,149,700.00	7.54	P-1 A-1
U.S. TREASURIES												
9128282U3	US TREASURY 1.875 08/31/24	03/21/2022 03/23/2022	5,000,000.00	4,955,664.06 0.00	4,955,664.06	2.25	08/31/2024	153	98.59 4,929,296.90	(63,148.10) 4,992,445.00	1.68	Aaa AA+
912828YV6	US TREASURY 1.500 11/30/24	12/12/2023 12/12/2023	5,000,000.00	4,828,906.25 2,459.02	4,831,365.27	5.17	11/30/2024	244	97.58 4,879,101.55	(3,452.74) 4,882,554.29	1.66	Aaa AA+
91282CDN8	US TREASURY 1.000 12/15/24	02/22/2024 02/22/2024	9,500,000.00	9,195,332.03 17,909.84	9,213,241.87	5.08	12/15/2024	259	97.12 9,226,503.93	(8,835.01) 9,235,338.94	3.14	Aaa AA+
91282CEH0	US TREASURY 2.625 04/15/25	03/11/2024 03/11/2024	12,000,000.00	11,709,843.75 127,377.05	11,837,220.80	4.92	04/15/2025	380	97.60 11,712,187.56	(12,889.39) 11,725,076.95	3.99	Aaa AA+
91282CHD6	US TREASURY 4.250 05/31/25	03/11/2024 03/11/2024	12,000,000.00	11,913,750.00 142,131.15	12,055,881.15	4.86	05/31/2025	426	99.17 11,900,625.00	(17,186.10) 11,917,811.10	4.05	Aaa AA+
U.S. TREASURIES TOTAL			43,500,000.00	42,603,496.10 289,877.05	42,893,373.15	4.66		325	98.05 42,647,714.94	(105,511.34) 42,753,226.28	14.52	Aaa AA+
GENERAL CONSOLIDATED TOTAL			214,180,155.80	212,183,046.87 335,899.28	212,518,946.15	4.23		175	80.82 212,093,070.14	(885,005.28) 212,978,075.42	72.19	AA+

**GO 2016- TRANSPOR-
TATION**
LGIP



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	148,433.63	148,433.63 0.00	148,433.63	5.30		1	1.00 148,433.63	0.00 148,433.63	0.05	AAA
LGIP TOTAL			148,433.63	148,433.63 0.00	148,433.63	5.30		1	1.00 148,433.63	0.00 148,433.63	0.05	AAA
GO 2016- TRANSPOR- TATION TOTAL			148,433.63	148,433.63 0.00	148,433.63	5.30		1	1.00 148,433.63	0.00 148,433.63	0.05	AAA

GO 2016-SENIOR CENTER

LGIP												
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	14,841.03	14,841.03 0.00	14,841.03	5.30		1	1.00 14,841.03	0.00 14,841.03	0.01	AAA
LGIP TOTAL			14,841.03	14,841.03 0.00	14,841.03	5.30		1	1.00 14,841.03	0.00 14,841.03	0.01	AAA
GO 2016-SENIOR CENTER TOTAL			14,841.03	14,841.03 0.00	14,841.03	5.30		1	1.00 14,841.03	0.00 14,841.03	0.01	AAA

GO 2018-PARKS

LGIP												
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	277,571.20	277,571.20 0.00	277,571.20	5.30		1	1.00 277,571.20	0.00 277,571.20	0.09	AAA
LGIP TOTAL			277,571.20	277,571.20 0.00	277,571.20	5.30		1	1.00 277,571.20	0.00 277,571.20	0.09	AAA
GO 2018-PARKS TOTAL			277,571.20	277,571.20 0.00	277,571.20	5.30		1	1.00 277,571.20	0.00 277,571.20	0.09	AAA

GO 2018-REC CENTER

LGIP												
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	1,948,134.00	1,948,134.00 0.00	1,948,134.00	5.30		1	1.00 1,948,134.00	0.00 1,948,134.00	0.66	AAA
LGIP TOTAL			1,948,134.00	1,948,134.00 0.00	1,948,134.00	5.30		1	1.00 1,948,134.00	0.00 1,948,134.00	0.66	AAA
GO 2018-REC CENTER TOTAL			1,948,134.00	1,948,134.00 0.00	1,948,134.00	5.30		1	1.00 1,948,134.00	0.00 1,948,134.00	0.66	AAA

GO 2018-SENIOR CENTER



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
LGIP												
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	2,533,671.74	2,533,671.74 0.00	2,533,671.74	5.30		1	1.00 2,533,671.74	0.00 2,533,671.74	0.86	AAA
LGIP TOTAL			2,533,671.74	2,533,671.74 0.00	2,533,671.74	5.30		1	1.00 2,533,671.74	0.00 2,533,671.74	0.86	AAA
U.S. AGENCIES												
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/15/2021 12/20/2021	1,500,000.00	1,500,000.00 0.00	1,500,000.00	1.00	12/20/2024	264	96.91 1,453,575.00	(46,425.00) 1,500,000.00	0.49	Aaa AA+
U.S. AGENCIES TOTAL			1,500,000.00	1,500,000.00 0.00	1,500,000.00	1.00		264	96.91 1,453,575.00	(46,425.00) 1,500,000.00	0.49	Aaa AA+
GO 2018-SENIOR CENTER TOTAL			4,033,671.74	4,033,671.74 0.00	4,033,671.74	3.73		97	35.96 3,987,246.74	(46,425.00) 4,033,671.74	1.36	AAA
GO 2018-TRANSPOR- TATION												
LGIP												
TEXSTAR	TexSTAR	03/31/2024 03/31/2024	6,089,469.72	6,089,469.72 0.00	6,089,469.72	5.30		1	1.00 6,089,469.72	0.00 6,089,469.72	2.07	AAA
LGIP TOTAL			6,089,469.72	6,089,469.72 0.00	6,089,469.72	5.30		1	1.00 6,089,469.72	0.00 6,089,469.72	2.07	AAA
CERTIFICATE OF DEPOSITS												
240000062A	Texas Capital Bank	02/16/2024 02/16/2024	56,823.45	56,823.45 0.00	56,823.45	5.51	08/16/2024	138	100.00 56,823.45	0.00 56,823.45	0.02	NA
240000062A	Texas Capital Bank	11/16/2023 11/16/2023	56,038.40	56,038.40 0.00	56,038.40	5.51	08/16/2024	138	100.00 56,038.40	0.00 56,038.40	0.02	NA
240000062A	Texas Capital Bank	08/16/2023 08/16/2023	4,000,000.00	4,000,000.00 0.00	4,000,000.00	5.51	08/16/2024	138	100.00 4,000,000.00	0.00 4,000,000.00	1.36	NA
CERTIFICATE OF DEPOSITS TOTAL			4,112,861.85	4,112,861.85 0.00	4,112,861.85	5.51		138	100.00 4,112,861.85	0.00 4,112,861.85	1.40	NA
GO 2018-TRANSPOR- TATION TOTAL			10,202,331.57	10,202,331.57 0.00	10,202,331.57	5.38		56	40.91 10,202,331.57	0.00 10,202,331.57	3.47	AAA
PID CRYSTAL SPRINGS												
MONEY MARKET FUNDS												
14956P836	CAVANAL HILL:GS MM;ADMN	03/31/2024 03/31/2024	982,467.09	982,467.09 0.00	982,467.09	4.95		1	1.00 982,467.09	0.00 982,467.09	0.33	Aaa AAA
MONEY MARKET FUNDS TOTAL			982,467.09	982,467.09 0.00	982,467.09	4.95		1	1.00 982,467.09	0.00 982,467.09	0.33	Aaa AAA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
PID CRYSTAL SPRINGS TOTAL			982,467.09	982,467.09 0.00	982,467.09	4.95		1	1.00 982,467.09	0.00 982,467.09	0.33	Aaa AAA
PID DEERBROOKE NIA												
LGIP												
TEXPOOL	TexPool	03/31/2024 03/31/2024	117.11	117.11 0.00	117.11	5.32		1	1.00 117.11	0.00 117.11	0.00	AAA
LGIP TOTAL			117.11	117.11 0.00	117.11	5.32		1	1.00 117.11	0.00 117.11	0.00	AAA
MONEY MARKET FUNDS												
60934N153	FEDERATED HRMS GV O;TR	03/31/2024 03/31/2024	866,853.15	866,853.15 0.00	866,853.15	4.95		1	1.00 866,853.15	0.00 866,853.15	0.30	Aaa AAA
MONEY MARKET FUNDS TOTAL			866,853.15	866,853.15 0.00	866,853.15	4.95		1	1.00 866,853.15	0.00 866,853.15	0.30	Aaa AAA
PID DEERBROOKE NIA TOTAL			866,970.26	866,970.26 0.00	866,970.26	4.95		1	1.00 866,970.26	0.00 866,970.26	0.30	AAA
PID DEERBROOKE SIA												
LGIP												
TEXPOOL	TexPool	03/31/2024 03/31/2024	153,395.85	153,395.85 0.00	153,395.85	5.32		1	1.00 153,395.85	0.00 153,395.85	0.05	AAA
LGIP TOTAL			153,395.85	153,395.85 0.00	153,395.85	5.32		1	1.00 153,395.85	0.00 153,395.85	0.05	AAA
MONEY MARKET FUNDS												
60934N153	FEDERATED HRMS GV O;TR	03/31/2024 03/31/2024	1,398,630.38	1,398,630.38 0.00	1,398,630.38	4.95		1	1.00 1,398,630.38	0.00 1,398,630.38	0.48	Aaa AAA
MONEY MARKET FUNDS TOTAL			1,398,630.38	1,398,630.38 0.00	1,398,630.38	4.95		1	1.00 1,398,630.38	0.00 1,398,630.38	0.48	Aaa AAA
PID DEERBROOKE SIA TOTAL			1,552,026.23	1,552,026.23 0.00	1,552,026.23	4.99		1	1.00 1,552,026.23	0.00 1,552,026.23	0.53	AAA
PID OAK CREEK												
MONEY MARKET FUNDS												
14956P836	CAVANAL HILL:GS MM;ADMN	03/31/2024 03/31/2024	702,479.22	702,479.22 0.00	702,479.22	4.95		1	1.00 702,479.22	0.00 702,479.22	0.24	Aaa AAA

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
MONEY MARKET FUNDS TOTAL			702,479.22	702,479.22 0.00	702,479.22	4.95		1	1.00 702,479.22	0.00 702,479.22	0.24	Aaa AAA
PID OAK CREEK TOTAL			702,479.22	702,479.22 0.00	702,479.22	4.95		1	1.00 702,479.22	0.00 702,479.22	0.24	Aaa AAA
GRAND TOTAL			296,049,160.96	294,094,052.03 335,899.28	294,429,951.31	4.37		135	64.78 293,782,625.30	(1,068,655.45) 294,851,280.75	100.00	AA+



Cash Reconciliation Report

CERTS OF OBLIGATION 2022B						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
03/11/2024	53948ACB5	Lloyds Bank Corporate Markets plc 0.0 03/11/2024	-5,000,000.00	03/11/2024	-5,000,000.00	5,000,000.00
MATURITY TOTAL			-5,000,000.00		-5,000,000.00	5,000,000.00
GENERAL CONSOLIDATED						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
01/16/2024	3130AWKM1	FHLBANKS 4.750 12/12/25	5,000,000.00	12/12/2025	5,040,455.00	-5,062,885.56
02/03/2024	172404911A	East West Bank	18,070.77	08/03/2024	18,070.77	-18,070.77
02/22/2024	62479LKJ3	MUFG BANK NY 10/18/24	7,500,000.00	10/18/2024	7,241,581.25	-7,241,581.25
02/22/2024	3130AYXH4	FHLBANKS 4.940 01/06/25	9,500,000.00	01/06/2025	9,492,305.00	-9,505,341.11
02/22/2024	91282CDN8	US TREASURY 1.000 12/15/24	9,500,000.00	12/15/2024	9,195,332.03	-9,213,241.87
02/22/2024	3130AYZ90	FHLBANKS 5.000 02/14/25	9,500,000.00	02/14/2025	9,499,050.00	-9,509,605.56
03/03/2024	172404911A	East West Bank	19,404.88	08/03/2024	19,404.88	-19,404.88
03/11/2024	91282CEH0	US TREASURY 2.625 04/15/25	12,000,000.00	04/15/2025	11,709,843.75	-11,837,220.80
03/11/2024	91282CHD6	US TREASURY 4.250 05/31/25	12,000,000.00	05/31/2025	11,913,750.00	-12,055,881.15
BUY TOTAL			65,037,475.65		64,129,792.69	-64,463,232.95
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
01/03/2024	172404911A	East West Bank	0.00	08/03/2024	0.00	19,229.61
01/16/2024	91282CBE0	UNITED STATES TREASURY 0.125 01/15/2024	0.00	01/15/2024	0.00	3,125.00
01/16/2024	3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	0.00	07/14/2025	0.00	100,000.00
02/05/2024	172404911A	East West Bank	0.00	08/03/2024	0.00	18,070.77
02/15/2024	3133ENG20	FEDERAL FARM 3.300 08/15/24	0.00	08/15/2024	0.00	82,500.00
02/22/2024	91282CBM2	UNITED STATES TREASURY 0.125 02/15/2024	0.00	02/15/2024	0.00	3,125.00
02/28/2024	3130ARHG9	FEDERAL HOME LOAN BANKS 2.125 02/28/2024	0.00	02/28/2024	0.00	53,125.00
02/28/2024	3130ANNS5	FHLBANKS 0.500 08/28/24 '24	0.00	08/28/2024	0.00	12,500.00
02/29/2024	9128282U3	US TREASURY 1.875 08/31/24	0.00	08/31/2024	0.00	46,875.00
03/04/2024	172404911A	East West Bank	0.00	08/03/2024	0.00	19,404.88

Cash Reconciliation Report

03/08/2024	3130ATUQ8	FEDERAL HOME LOAN BANKS 4.75 03/08/2024	0.00	03/08/2024	0.00	237,500.00
03/12/2024	3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	0.00	03/12/2024	0.00	10,000.00
03/18/2024	3130AXAF5	FHLBANKS 5.375 09/18/24	0.00	09/18/2024	0.00	268,750.00
COUPON TOTAL			0.00		0.00	874,205.26
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
01/15/2024	91282CBE0	UNITED STATES TREASURY 0.125 01/15/2024	-5,000,000.00	01/15/2024	-5,000,000.00	5,000,000.00
02/15/2024	91282CBM2	UNITED STATES TREASURY 0.125 02/15/2024	-5,000,000.00	02/15/2024	-5,000,000.00	5,000,000.00
02/28/2024	3130ARHG9	FEDERAL HOME LOAN BANKS 2.125 02/28/2024	-5,000,000.00	02/28/2024	-5,000,000.00	5,000,000.00
03/08/2024	3130ATUQ8	FEDERAL HOME LOAN BANKS 4.75 03/08/2024	-10,000,000.00	03/08/2024	-10,000,000.00	10,000,000.00
03/12/2024	3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	-5,000,000.00	03/12/2024	-5,000,000.00	5,000,000.00
MATURITY TOTAL			-30,000,000.00		-30,000,000.00	30,000,000.00
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
TRANSFER IN						
01/31/2024	172404911A	East West Bank	19,229.61	08/03/2024	19,229.61	0.00
TRANSFER IN TOTAL			19,229.61		19,229.61	0.00
GO 2018-TRANSPORTATION						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
02/16/2024	240000062A	Texas Capital Bank	56,823.45	08/16/2024	56,823.45	-56,823.45
BUY TOTAL			56,823.45		56,823.45	-56,823.45
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
02/16/2024	240000062A	Texas Capital Bank	0.00	08/16/2024	0.00	56,823.45
COUPON TOTAL			0.00		0.00	56,823.45

Transaction Statement

GENERAL CONSOLIDATED									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	01/16/2024	01/16/2024	3130AWKM1	FHLBANKS 4.750 12/12/25	5,000,000.00	5,040,455.00	22,430.56	(5,062,885.56)	4.30
	02/03/2024	02/03/2024	172404911A	East West Bank	18,070.77	18,070.77	0.00	(18,070.77)	5.52
	02/22/2024	02/22/2024	91282CDN8	US TREASURY 1.000 12/15/24	9,500,000.00	9,195,332.03	17,909.84	(9,213,241.87)	5.08
	02/22/2024	02/22/2024	3130AYXH4	FHLBANKS 4.940 01/06/25	9,500,000.00	9,492,305.00	13,036.11	(9,505,341.11)	5.04
	02/22/2024	02/22/2024	62479LKJ3	MUFG BANK NY 10/18/24	7,500,000.00	7,241,581.25	0.00	(7,241,581.25)	5.35
	02/22/2024	02/22/2024	3130AYZ90	FHLBANKS 5.000 02/14/25	9,500,000.00	9,499,050.00	10,555.56	(9,509,605.56)	5.01
	03/03/2024	03/03/2024	172404911A	East West Bank	19,404.88	19,404.88	0.00	(19,404.88)	5.52
	03/11/2024	03/11/2024	91282CHD6	US TREASURY 4.250 05/31/25	12,000,000.00	11,913,750.00	142,131.15	(12,055,881.15)	4.86
	03/11/2024	03/11/2024	91282CEH0	US TREASURY 2.625 04/15/25	12,000,000.00	11,709,843.75	127,377.05	(11,837,220.80)	4.92
BUY TOTAL					65,037,475.65	64,129,792.69	333,440.26	(64,463,232.95)	4.96
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE		TOTAL	NET REALIZED GAIN/LOSS
MATURITY									
	01/15/2024	01/15/2024	91282CBEO	UNITED STATES TREASURY 0.125 01/15/2024	(5,000,000.00)	5,000,000.00		5,000,000.00	0.00
	02/15/2024	02/15/2024	91282CBM2	UNITED STATES TREASURY 0.125 02/15/2024	(5,000,000.00)	5,000,000.00		5,000,000.00	0.00
	02/28/2024	02/28/2024	3130ARHG9	FEDERAL HOME LOAN BANKS 2.125 02/28/2024	(5,000,000.00)	5,000,000.00		5,000,000.00	0.00
	03/08/2024	03/08/2024	3130ATUQ8	FEDERAL HOME LOAN BANKS 4.75 03/08/2024	(10,000,000.00)	10,000,000.00		10,000,000.00	0.00
	03/12/2024	03/12/2024	3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	(5,000,000.00)	5,000,000.00		5,000,000.00	0.00
MATURITY TOTAL					(30,000,000.00)	30,000,000.00		30,000,000.00	0.00
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE		TOTAL	NET REALIZED GAIN/LOSS
TRANSFER IN									
	01/31/2024	01/31/2024	172404911A	East West Bank	19,229.61	0.00		0.00	0.00
TRANSFER IN TOTAL					19,229.61	0.00		0.00	0.00

GO 2018-TRANSPORTATION									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD

Transaction Statement

BUY									
	02/16/2024	02/16/2024	240000062A	Texas Capital Bank	56,823.45	56,823.45	0.00	(56,823.45)	5.52
BUY TOTAL					56,823.45	56,823.45	0.00	(56,823.45)	5.52

CERTS OF OBLIGATION 2022B								
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	03/11/2024	03/11/2024	53948ACB5	Lloyds Bank Corporate Markets plc 0.0 03/11/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
MATURITY TOTAL					(5,000,000.00)	5,000,000.00	5,000,000.00	0.00

Contribution/Withdrawals and Expenses

	TRADE DATE	PAR VALUE	TOTAL
GENERAL CONSOLIDATED			
CASH TRANSFER			
	01/19/2024	(40,239.44)	(40,239.44)
	02/15/2024	(82,500.00)	(82,500.00)
	02/22/2024	30,466,644.79	30,466,644.79
	02/28/2024	(5,065,625.00)	(5,065,625.00)
	02/29/2024	(46,875.00)	(46,875.00)
CASH TRANSFER TOTAL		25,231,405.35	25,231,405.35



Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
CERTS OF OBLI- GATION 2016									
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	2,500,000.00	2,500,000.00	0.00	2,500,000.00	0.00	2,500,000.00	0.00	0.00
TOTAL		2,500,000.00	2,500,000.00	0.00	2,500,000.00	0.00	2,500,000.00	0.00	0.00
CERTS OF OBLI- GATION 2022A									
3130A1XJ2	FHLBANKS 2.875 06/14/24	5,500,000.00	5,522,000.00	22,000.00	5,504,905.61	(2,705.52)	5,502,200.09	(19,799.91)	2,200.09
TOTAL		5,500,000.00	5,522,000.00	22,000.00	5,504,905.61	(2,705.52)	5,502,200.09	(19,799.91)	2,200.09
CERTS OF OBLI- GATION 2022B									
3130A1XJ2	FHLBANKS 2.875 06/14/24	5,000,000.00	5,020,000.00	20,000.00	5,004,459.64	(2,459.56)	5,002,000.08	(17,999.92)	2,000.08
53948ACB5	Lloyds Bank Corporate Markets plc 0.0 03/11/2024	5,000,000.00	4,863,402.78	(136,597.22)	4,945,361.11	54,638.89	0.00	136,597.22	0.00
TOTAL		10,000,000.00	9,883,402.78	(116,597.22)	9,949,820.75	52,179.33	5,002,000.08	118,597.30	2,000.08
GENERAL CON- SOLIDATED									
13607EHW2	CDN IMPERIAL 08/30/24	5,000,000.00	4,806,775.00	(193,225.00)	4,821,525.00	67,112.50	4,888,637.50	81,862.50	(111,362.50)
172404911A	East West Bank	4,017,580.21	4,017,580.21	0.00	4,017,580.21	0.00	4,017,580.21	0.00	0.00
172404911A	East West Bank	19,404.88	19,404.88	0.00	0.00	0.00	19,404.88	0.00	0.00
172404911A	East West Bank	19,229.61	19,229.61	0.00	0.00	0.00	19,229.61	0.00	0.00
172404911A	East West Bank	19,139.67	19,139.67	0.00	19,139.67	0.00	19,139.67	0.00	0.00
172404911A	East West Bank	18,835.30	18,835.30	0.00	18,835.30	0.00	18,835.30	0.00	0.00
172404911A	East West Bank	18,605.68	18,605.68	0.00	18,605.68	0.00	18,605.68	0.00	0.00
172404911A	East West Bank	18,227.71	18,227.71	0.00	18,227.71	0.00	18,227.71	0.00	0.00
172404911A	East West Bank	18,070.77	18,070.77	0.00	0.00	0.00	18,070.77	0.00	0.00
31422XMV1	FARMER MAC 0.500 10/04/24 '23 MTN	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3133ENGQ7	FEDERAL FARM 0.920 12/09/24	5,000,000.00	4,999,000.00	(1,000.00)	4,999,687.04	83.03	4,999,770.07	770.07	(229.93)
3133ENG20	FEDERAL FARM 3.300 08/15/24	5,000,000.00	4,998,560.00	(1,440.00)	4,999,552.00	179.59	4,999,731.59	1,171.59	(268.41)
3133EPGX7	FEDERAL FARM 4.875 04/25/24	5,000,000.00	5,006,051.50	6,051.50	5,002,011.29	(1,591.54)	5,000,419.75	(5,631.75)	419.75



Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.33 04/05/2024	5,000,000.00	4,993,750.00	(6,250.00)	5,000,000.00	0.00	5,000,000.00	6,250.00	0.00
3130ALVY7	FEDERAL HOME LOAN BANKS	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00	0.00	0.00
3130ARHG9	FEDERAL HOME LOAN BANKS 2.125 02/28/2024	5,000,000.00	4,914,850.00	(85,150.00)	4,991,286.27	8,713.73	0.00	85,150.00	0.00
3130ATUQ8	FEDERAL HOME LOAN BANKS 4.75 03/08/2024	10,000,000.00	9,991,496.30	(8,503.70)	9,998,564.87	1,435.13	0.00	8,503.70	0.00
3130AMEZ1	FHLBANKS 0.400 05/24/24 '24	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130AMT85	FHLBANKS 0.400 06/28/24 '24	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00	0.00
3130A5R35	FHLBANKS 2.875 06/13/25	5,000,000.00	4,849,520.00	(150,480.00)	4,854,804.88	24,976.85	4,879,781.73	30,261.74	(120,218.27)
3130AWKM1	FHLBANKS 4.750 12/12/25	5,000,000.00	5,040,455.00	40,455.00	0.00	(4,417.50)	5,036,037.50	(4,417.50)	36,037.50
3130ATVC8	FHLBANKS 4.875 06/14/24	5,000,000.00	5,009,250.00	9,250.00	5,003,052.13	(1,683.30)	5,001,368.83	(7,881.17)	1,368.83
3130AYXH4	FHLBANKS 4.940 01/06/25	9,500,000.00	9,492,305.00	(7,695.00)	0.00	940.77	9,493,245.77	940.77	(6,754.23)
3130AYZ90	FHLBANKS 5.000 02/14/25	9,500,000.00	9,499,050.00	(950.00)	0.00	103.49	9,499,153.49	103.49	(846.51)
3130AVKN1	FHLBANKS 5.150 04/30/24 '24	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130AXAF5	FHLBANKS 5.375 09/18/24	10,000,000.00	9,993,300.00	(6,700.00)	9,995,216.94	1,667.66	9,996,884.60	3,584.60	(3,115.40)
313384VU0	FHLBANKS D NOTE 04/19/24	5,000,000.00	4,775,800.00	(224,200.00)	4,930,966.67	57,633.33	4,988,600.00	212,800.00	(11,400.00)
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
62479LKJ3	MUFG BANK NY 10/18/24	7,500,000.00	7,241,581.25	(258,418.75)	0.00	42,168.75	7,283,750.00	42,168.75	(216,250.00)
62479LD93	MUFG Bank, Ltd., New York Branch 0.0 04/09/2024	5,000,000.00	4,851,950.00	(148,050.00)	4,922,450.00	71,283.33	4,993,733.33	141,783.33	(6,266.67)
87019RDN3	SWEDBANK AB 04/22/24	5,000,000.00	4,842,047.22	(157,952.78)	4,912,422.22	71,156.95	4,983,579.17	141,531.95	(16,420.83)
91282CBE0	UNITED STATES TREASURY 0.125 01/15/2024	5,000,000.00	4,922,265.63	(77,734.37)	4,998,515.31	1,484.69	0.00	77,734.37	0.00
91282CBM2	UNITED STATES TREASURY 0.125 02/15/2024	5,000,000.00	4,871,093.75	(128,906.25)	4,991,976.79	8,023.21	0.00	128,906.25	0.00
91282CDN8	US TREASURY 1.000 12/15/24	9,500,000.00	9,195,332.03	(304,667.97)	0.00	40,006.90	9,235,338.94	40,006.90	(264,661.06)
91282YV6	US TREASURY 1.500 11/30/24	5,000,000.00	4,828,906.25	(171,093.75)	4,838,572.56	43,981.73	4,882,554.29	53,648.03	(117,445.71)
9128282U3	US TREASURY 1.875 08/31/24	5,000,000.00	4,955,664.06	(44,335.94)	4,987,921.94	4,523.06	4,992,445.00	36,780.94	(7,555.00)
91282CEH0	US TREASURY 2.625 04/15/25	12,000,000.00	11,709,843.75	(290,156.25)	0.00	15,233.20	11,725,076.95	15,233.20	(274,923.05)
91282CHD6	US TREASURY 4.250 05/31/25	12,000,000.00	11,913,750.00	(86,250.00)	0.00	4,061.10	11,917,811.10	4,061.10	(82,188.90)

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
TOTAL		205,149,093.83	202,851,690.58	(2,297,403.25)	139,340,914.47	457,076.68	173,947,013.45	1,095,322.87	(1,202,080.38)
GO 2018-SENIOR CENTER									
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	1,500,000.00	0.00	0.00
TOTAL		1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	1,500,000.00	0.00	0.00
GO 2018-TRANSPORTATION									
240000062A	Texas Capital Bank	4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	4,000,000.00	0.00	0.00
240000062A	Texas Capital Bank	56,823.45	56,823.45	0.00	0.00	0.00	56,823.45	0.00	0.00
240000062A	Texas Capital Bank	56,038.40	56,038.40	0.00	56,038.40	0.00	56,038.40	0.00	0.00
TOTAL		4,112,861.85	4,112,861.85	0.00	4,056,038.40	0.00	4,112,861.85	0.00	0.00
GRAND TOTAL		228,761,955.68	226,369,955.21	(2,392,000.47)	162,851,679.23	506,550.49	192,564,075.47	1,194,120.26	(1,197,880.21)



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
ARPA 2021									
TEXPOOL	TexPool	03/31/2024	5,915,290.61	5,915,290.61	0.00	0.00	77,898.62	77,898.62	0.00
TOTAL			5,915,290.61	5,915,290.61	0.00	0.00	77,898.62	77,898.62	0.00
CERTS OF OBLIGATION 2016									
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/20/2021	2,500,000.00	2,500,000.00	763.89	0.00	6,250.00	0.00	7,013.89
TEXSTAR	TexSTAR	03/31/2024	954,594.14	954,594.14	0.00	0.00	20,284.57	20,284.57	0.00
TOTAL			3,454,594.14	3,454,594.14	763.89	0.00	26,534.57	20,284.57	7,013.89
CERTS OF OBLIGATION 2018A									
TEXSTAR	TexSTAR	03/31/2024	3,085,651.45	3,085,651.45	0.00	0.00	40,555.21	40,555.21	0.00
TOTAL			3,085,651.45	3,085,651.45	0.00	0.00	40,555.21	40,555.21	0.00
CERTS OF OBLIGATION 2018B									
TEXSTAR	TexSTAR	03/31/2024	380,188.56	380,188.56	0.00	0.00	5,164.41	5,164.41	0.00
TOTAL			380,188.56	380,188.56	0.00	0.00	5,164.41	5,164.41	0.00
CERTS OF OBLIGATION 2022A									
3130A1XJ2	FHLBANKS 2.875 06/14/24	06/03/2022	5,500,000.00	5,522,000.00	7,467.01	0.00	39,531.25	0.00	46,998.26
TEXPOOL	TexPool	03/31/2024	8,135,461.83	8,135,461.83	0.00	0.00	73,591.20	73,591.20	0.00
TOTAL			13,635,461.83	13,657,461.83	7,467.01	0.00	113,122.45	73,591.20	46,998.26
CERTS OF OBLIGATION 2022B									
3130A1XJ2	FHLBANKS 2.875 06/14/24	06/03/2022	5,000,000.00	5,020,000.00	6,788.19	0.00	35,937.50	0.00	42,725.69
TEXSTAR	TexSTAR	03/31/2024	4,553,799.69	4,553,799.69	0.00	0.00	59,726.17	59,726.17	0.00
TOTAL			9,553,799.69	9,573,799.69	6,788.19	0.00	95,663.67	59,726.17	42,725.69
DEBT SERVICE									



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
TEXPOOL	TexPool	03/31/2024	25,115,092.91	25,115,092.91	0.00	0.00	241,196.59	241,196.59	0.00
TOTAL			25,115,092.91	25,115,092.91	0.00	0.00	241,196.59	241,196.59	0.00

GENERAL CONSOLIDATED									
13607EHW2	CDN IMPERIAL 08/30/24	12/12/2023	5,000,000.00	4,806,775.00	0.00	0.00	0.00	0.00	0.00
172404911A	East West Bank	09/30/2023	18,605.68	18,605.68	0.00	0.00	338.22	256.62	81.60
172404911A	East West Bank	08/03/2023	4,017,580.21	4,017,580.21	0.00	0.00	73,033.77	55,413.66	17,620.12
172404911A	East West Bank	02/03/2024	18,070.77	18,070.77	0.00	0.00	164.17	84.91	79.25
172404911A	East West Bank	01/31/2024	19,229.61	19,229.61	0.00	0.00	177.78	174.87	84.34
172404911A	East West Bank	11/03/2023	18,835.30	18,835.30	0.00	0.00	342.40	259.79	82.61
172404911A	East West Bank	12/31/2023	19,139.67	19,139.67	0.00	0.00	347.93	263.99	83.94
172404911A	East West Bank	10/03/2023	18,227.71	18,227.71	0.00	0.00	331.35	251.41	79.94
172404911A	East West Bank	03/03/2024	19,404.88	19,404.88	0.00	0.00	85.11	0.00	85.11
31422XMV1	FARMER MAC 0.500 10/04/24 '23 MTN	10/04/2021	5,000,000.00	5,000,000.00	6,041.67	0.00	6,250.00	0.00	12,291.67
3133ENGQ7	FEDERAL FARM 0.920 12/09/24	12/09/2021	5,000,000.00	4,999,000.00	2,811.11	0.00	11,500.00	0.00	14,311.11
3133ENG20	FEDERAL FARM 3.300 08/15/24	08/15/2022	5,000,000.00	4,998,560.00	62,333.33	0.00	41,250.00	82,500.00	21,083.33
3133EPGX7	FEDERAL FARM 4.875 04/25/24	05/12/2023	5,000,000.00	5,006,051.50	44,687.50	0.00	60,937.50	0.00	105,625.00
3133EMVD1	FEDERAL FARM CREDIT BANKS FUND- ING CORP 0.33 04/05/2024	04/05/2021	5,000,000.00	4,993,750.00	3,941.67	0.00	4,125.00	0.00	8,066.67
3130ALVY7	FEDERAL HOME LOAN BANKS	04/15/2021	5,000,000.00	5,000,000.00	4,222.22	0.00	5,000.00	0.00	9,222.22
3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	03/25/2021	0.00	0.00	6,055.56	0.00	3,944.44	10,000.00	0.00
3130ARHG9	FEDERAL HOME LOAN BANKS 2.125 02/28/2024	08/11/2022	0.00	0.00	36,302.08	0.00	16,822.92	53,125.00	0.00
3130ATUQ8	FEDERAL HOME LOAN BANKS 4.75 03/08/2024	01/31/2023	0.00	0.00	149,097.22	0.00	88,402.78	237,500.00	0.00
3130AMEZ1	FHLBANKS 0.400 05/24/24 '24	05/28/2021	5,000,000.00	5,000,000.00	2,055.56	0.00	5,000.00	0.00	7,055.56
3130AMT85	FHLBANKS 0.400 06/28/24 '24	06/28/2021	5,000,000.00	5,000,000.00	166.67	0.00	5,000.00	0.00	5,166.67
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	08/30/2021	5,000,000.00	5,000,000.00	8,541.67	0.00	6,250.00	12,500.00	2,291.67
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/20/2021	1,000,000.00	1,000,000.00	305.56	0.00	2,500.00	0.00	2,805.56
3130A5R35	FHLBANKS 2.875 06/13/25	12/12/2023	5,000,000.00	4,849,520.00	7,187.50	0.00	35,937.50	0.00	43,125.00
3130AWKM1	FHLBANKS 4.750 12/12/25	01/16/2024	5,000,000.00	5,040,455.00	0.00	22,430.56	49,479.17	0.00	71,909.72



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
3130ATVC8	FHLBANKS 4.875 06/14/24	01/30/2023	5,000,000.00	5,009,250.00	11,510.42	0.00	60,937.50	0.00	72,447.92
3130AYXH4	FHLBANKS 4.940 01/06/25	02/22/2024	9,500,000.00	9,492,305.00	0.00	13,036.11	50,840.83	0.00	63,876.94
3130AYZ90	FHLBANKS 5.000 02/14/25	02/22/2024	9,500,000.00	9,499,050.00	0.00	10,555.56	51,458.33	0.00	62,013.89
3130AVKN1	FHLBANKS 5.150 04/30/24 '24	04/05/2023	5,000,000.00	5,000,000.00	61,513.89	0.00	64,375.00	0.00	125,888.89
3130AXAF5	FHLBANKS 5.375 09/18/24	09/18/2023	10,000,000.00	9,993,300.00	153,784.72	0.00	134,375.00	268,750.00	19,409.72
313384VU0	FHLBANKS D NOTE 04/19/24	05/01/2023	5,000,000.00	4,775,800.00	0.00	0.00	0.00	0.00	0.00
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	07/14/2022	5,000,000.00	5,000,000.00	92,777.78	0.00	50,000.00	100,000.00	42,777.78
591508172	Frost Bank Public Fund Checking Account	03/31/2024	11,445.34	11,445.34	0.00	0.00	0.00	0.00	0.00
37292142	Invesco Treasury Account	03/31/2024	6,081,562.71	6,081,562.71	0.00	0.00	65,378.73	65,378.73	0.00
62479LKJ3	MUFG BANK NY 10/18/24	02/22/2024	7,500,000.00	7,241,581.25	0.00	0.00	0.00	0.00	0.00
62479LD93	MUFG Bank, Ltd., New York Branch 0.0 04/09/2024	10/03/2023	5,000,000.00	4,851,950.00	0.00	0.00	0.00	0.00	0.00
26MEED	NexBank IntraFi Cash Service	03/31/2024	5,436,785.24	5,436,785.24	0.00	0.00	75,226.18	75,226.18	0.00
49-4797-0104	PNC Corporate Business Account	03/31/2024	960.08	960.08	0.00	0.00	0.00	0.00	0.00
87019RDN3	SWEDBANK AB 04/22/24	10/03/2023	5,000,000.00	4,842,047.22	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	03/31/2024	23,935,847.00	23,935,847.00	0.00	0.00	594,168.97	594,168.97	0.00
TEXSTAR	TexSTAR	03/31/2024	2,144,517.80	2,144,517.80	0.00	0.00	40,854.85	40,854.85	0.00
3111062380	Texas Capital Bank GNI Tiered Money Market	03/31/2024	215,534.40	215,534.40	0.00	0.00	1,952.37	1,952.37	0.00
TXRANGE	Texas Range TexasDAILY Fund	03/31/2024	1,204,409.40	1,204,409.40	0.00	0.00	15,829.98	15,829.98	0.00
91282CBEO	UNITED STATES TREASURY 0.125 01/15/2024	01/12/2022	0.00	0.00	2,887.23	0.00	237.77	3,125.00	0.00
91282CBM2	UNITED STATES TREASURY 0.125 02/15/2024	02/22/2022	0.00	0.00	2,360.73	0.00	764.27	3,125.00	0.00
91282CDN8	US TREASURY 1.000 12/15/24	02/22/2024	9,500,000.00	9,195,332.03	0.00	17,909.84	10,122.95	0.00	28,032.79
912828YV6	US TREASURY 1.500 11/30/24	12/12/2023	5,000,000.00	4,828,906.25	6,557.38	2,459.02	18,647.54	0.00	25,204.92
9128282U3	US TREASURY 1.875 08/31/24	03/23/2022	5,000,000.00	4,955,664.06	31,679.26	0.00	23,347.92	46,875.00	8,152.17
91282CEH0	US TREASURY 2.625 04/15/25	03/11/2024	12,000,000.00	11,709,843.75	0.00	127,377.05	18,073.77	0.00	145,450.82
91282CHD6	US TREASURY 4.250 05/31/25	03/11/2024	12,000,000.00	11,913,750.00	0.00	142,131.15	29,262.30	0.00	171,393.44
TOTAL			214,180,155.80	212,183,046.87	696,820.71	335,899.28	1,723,074.29	1,667,616.34	1,085,800.35



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
TEXSTAR	TexSTAR	03/31/2024	148,433.63	148,433.63	0.00	0.00	1,946.80	1,946.80	0.00
TOTAL			148,433.63	148,433.63	0.00	0.00	1,946.80	1,946.80	0.00

GO 2016-SENIOR CENTER

TEXSTAR	TexSTAR	03/31/2024	14,841.03	14,841.03	0.00	0.00	194.61	194.61	0.00
TOTAL			14,841.03	14,841.03	0.00	0.00	194.61	194.61	0.00

GO 2018-PARKS

TEXSTAR	TexSTAR	03/31/2024	277,571.20	277,571.20	0.00	0.00	3,640.51	3,640.51	0.00
TOTAL			277,571.20	277,571.20	0.00	0.00	3,640.51	3,640.51	0.00

GO 2018-REC CENTER

TEXSTAR	TexSTAR	03/31/2024	1,948,134.00	1,948,134.00	0.00	0.00	25,551.22	25,551.22	0.00
TOTAL			1,948,134.00	1,948,134.00	0.00	0.00	25,551.22	25,551.22	0.00

GO 2018-SENIOR CENTER

3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/20/2021	1,500,000.00	1,500,000.00	458.33	0.00	3,750.00	0.00	4,208.33
TEXSTAR	TexSTAR	03/31/2024	2,533,671.74	2,533,671.74	0.00	0.00	43,458.49	43,458.49	0.00
TOTAL			4,033,671.74	4,033,671.74	458.33	0.00	47,208.49	43,458.49	4,208.33

GO 2018-TRANSPORTATION

TEXSTAR	TexSTAR	03/31/2024	6,089,469.72	6,089,469.72	0.00	0.00	85,355.79	85,355.79	0.00
240000062A	Texas Capital Bank	08/16/2023	4,000,000.00	4,000,000.00	0.00	0.00	83,260.29	56,038.37	27,221.92
240000062A	Texas Capital Bank	02/16/2024	56,823.45	56,823.45	0.00	0.00	386.71	0.00	386.71
240000062A	Texas Capital Bank	11/16/2023	56,038.40	56,038.40	0.00	0.00	1,166.44	785.08	381.37
TOTAL			10,202,331.57	10,202,331.57	0.00	0.00	170,169.24	142,179.24	27,990.00

PID CRYSTAL SPRINGS

14956P836	CAVANAL HILL:GS MM;ADMN	03/31/2024	982,467.09	982,467.09	0.00	0.00	11,722.18	11,722.18	0.00
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Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
TOTAL			982,467.09	982,467.09	0.00	0.00	11,722.18	11,722.18	0.00
PID DEERBROOKE NIA									
60934N153	FEDERATED HRMS GV O;TR	03/31/2024	866,853.15	866,853.15	0.00	0.00	9,149.03	9,149.03	0.00
TEXPOOL	TexPool	03/31/2024	117.11	117.11	0.00	0.00	52.49	52.49	0.00
TOTAL			866,970.26	866,970.26	0.00	0.00	9,201.52	9,201.52	0.00
PID DEERBROOKE SIA									
60934N153	FEDERATED HRMS GV O;TR	03/31/2024	1,398,630.38	1,398,630.38	0.00	0.00	14,989.01	14,989.01	0.00
TEXPOOL	TexPool	03/31/2024	153,395.85	153,395.85	0.00	0.00	7,405.15	7,405.15	0.00
TOTAL			1,552,026.23	1,552,026.23	0.00	0.00	22,394.16	22,394.16	0.00
PID OAK CREEK									
14956P836	CAVANAL HILL:GS MM;ADMN	03/31/2024	702,479.22	702,479.22	0.00	0.00	7,972.28	7,972.28	0.00
TOTAL			702,479.22	702,479.22	0.00	0.00	7,972.28	7,972.28	0.00
GRAND TOTAL			296,049,160.96	294,094,052.03	712,298.14	335,899.28	2,623,210.82	2,454,294.12	1,214,736.53



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
ARPA 2021											
TEXPOOL	TexPool	5,915,290.61	5,837,391.99	5,915,290.61	03/31/2024	0.00	5.32	77,898.62	0.00	0.00	77,898.62
TOTAL		5,915,290.61	5,837,391.99	5,915,290.61		0.00	5.32	77,898.62	0.00	0.00	77,898.62
CERTS OF OBLIGATION 2016											
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	2,500,000.00	2,500,000.00	2,500,000.00	12/20/2024	1.00	1.00	6,250.00	0.00	0.00	6,250.00
TEXSTAR	TexSTAR	954,594.14	1,563,730.32	954,594.14	03/31/2024	0.00	5.30	20,284.57	0.00	0.00	20,284.57
TOTAL		3,454,594.14	4,063,730.32	3,454,594.14		0.72	2.21	26,534.57	0.00	0.00	26,534.57
CERTS OF OBLIGATION 2018A											
TEXSTAR	TexSTAR	3,085,651.45	3,051,917.24	3,085,651.45	03/31/2024	0.00	5.30	40,555.21	0.00	0.00	40,555.21
TOTAL		3,085,651.45	3,051,917.24	3,085,651.45		0.00	5.30	40,555.21	0.00	0.00	40,555.21
CERTS OF OBLIGATION 2018B											
TEXSTAR	TexSTAR	380,188.56	402,102.15	380,188.56	03/31/2024	0.00	5.30	5,164.41	0.00	0.00	5,164.41
TOTAL		380,188.56	402,102.15	380,188.56		0.00	5.30	5,164.41	0.00	0.00	5,164.41
CERTS OF OBLIGATION 2022A											
3130A1XJ2	FHLBANKS 2.875 06/14/24	5,500,000.00	5,504,905.61	5,502,200.09	06/14/2024	2.88	2.67	39,531.25	(2,705.52)	0.00	36,825.73
TEXPOOL	TexPool	8,135,461.83	2,375,288.41	8,135,461.83	03/31/2024	0.00	5.32	73,591.20	0.00	0.00	73,591.20
TOTAL		13,635,461.83	7,880,194.02	13,637,661.92		1.16	4.25	113,122.45	(2,705.52)	0.00	110,416.93
CERTS OF OBLIGATION 2022B											
3130A1XJ2	FHLBANKS 2.875 06/14/24	5,000,000.00	5,004,459.64	5,002,000.08	06/14/2024	2.88	2.67	35,937.50	(2,459.56)	0.00	33,477.94
53948ACB5	Lloyds Bank Corporate Markets plc 0.0 03/11/2024	0.00	4,945,361.11		03/11/2024	0.00	5.78	0.00	54,638.89	0.00	54,638.89
TEXSTAR	TexSTAR	4,553,799.69	4,334,020.01	4,553,799.69	03/31/2024	0.00	5.30	59,726.17	0.00	0.00	59,726.17
TOTAL		9,553,799.69	14,283,840.76	9,555,799.77		1.51	3.92	95,663.67	52,179.33	0.00	147,843.00



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
DEBT SERVICE											
TEXPOOL	TexPool	25,115,092.91	6,249,081.60	25,115,092.91	03/31/2024	0.00	5.32	241,196.59	0.00	0.00	241,196.59
TOTAL		25,115,092.91	6,249,081.60	25,115,092.91		0.00	5.32	241,196.59	0.00	0.00	241,196.59
GENERAL CONSOLIDAT- ED											
13607EHW2	CDN IMPERIAL 08/30/24	5,000,000.00	4,821,525.00	4,888,637.50	08/30/2024	0.00	5.49	0.00	67,112.50	0.00	67,112.50
CCYUSD	Cash	0.00	(18,605.68)		03/31/2024	0.00	0.00	0.00	0.00	0.00	0.00
172404911A	East West Bank	4,017,580.21	4,017,580.21	4,017,580.21	08/03/2024	5.52	5.52	73,033.77	0.00	0.00	73,033.77
172404911A	East West Bank	18,227.71	18,227.71	18,227.71	08/03/2024	5.52	5.52	331.35	0.00	0.00	331.35
172404911A	East West Bank	18,835.30	18,835.30	18,835.30	08/03/2024	5.52	5.52	342.40	0.00	0.00	342.40
172404911A	East West Bank	19,139.67	19,139.67	19,139.67	08/03/2024	5.52	5.52	347.93	0.00	0.00	347.93
172404911A	East West Bank	18,605.68	18,605.68	18,605.68	08/03/2024	5.52	5.52	338.22	0.00	0.00	338.22
172404911A	East West Bank	19,229.61	0.00	19,229.61	08/03/2024	5.52	5.52	177.78	0.00	0.00	177.78
172404911A	East West Bank	18,070.77	0.00	18,070.77	08/03/2024	5.52	5.52	164.17	0.00	0.00	164.17
172404911A	East West Bank	19,404.88	0.00	19,404.88	08/03/2024	5.52	5.52	85.11	0.00	0.00	85.11
31422XMV1	FARMER MAC 0.500 10/04/24 '23 MTN	5,000,000.00	5,000,000.00	5,000,000.00	10/04/2024	0.50	0.50	6,250.00	0.00	0.00	6,250.00
3133ENGQ7	FEDERAL FARM 0.920 12/09/24	5,000,000.00	4,999,687.04	4,999,770.07	12/09/2024	0.92	0.93	11,500.00	83.03	0.00	11,583.03
3133ENG20	FEDERAL FARM 3.300 08/15/24	5,000,000.00	4,999,552.00	4,999,731.59	08/15/2024	3.30	3.32	41,250.00	179.59	0.00	41,429.59
3133EPGX7	FEDERAL FARM 4.875 04/25/24	5,000,000.00	5,002,011.29	5,000,419.75	04/25/2024	4.88	4.74	60,937.50	(1,591.54)	0.00	59,345.96
3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.33 04/05/2024	5,000,000.00	5,000,000.00	5,000,000.00	04/05/2024	0.33	0.37	4,125.00	0.00	0.00	4,125.00
3130ALVY7	FEDERAL HOME LOAN BANKS	5,000,000.00	5,000,000.00	5,000,000.00	04/15/2024	0.40	0.40	5,000.00	0.00	0.00	5,000.00
3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	0.00	5,000,000.00		03/12/2024	0.40	0.40	3,944.44	0.00	0.00	3,944.44
3130ARHG9	FEDERAL HOME LOAN BANKS 2.125 02/28/2024	0.00	4,991,286.27		02/28/2024	2.13	3.25	16,822.92	8,713.73	0.00	25,536.65
3130ATUQ8	FEDERAL HOME LOAN BANKS 4.75 03/08/2024	0.00	9,998,564.87		03/08/2024	4.75	4.83	88,402.78	1,435.13	0.00	89,837.91
3130AMEZ1	FHLBANKS 0.400 05/24/24 '24	5,000,000.00	5,000,000.00	5,000,000.00	05/24/2024	0.40	0.40	5,000.00	0.00	0.00	5,000.00
3130AMT85	FHLBANKS 0.400 06/28/24 '24	5,000,000.00	5,000,000.00	5,000,000.00	06/28/2024	0.40	0.40	5,000.00	0.00	0.00	5,000.00



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2024	0.50	0.50	6,250.00	0.00	0.00	6,250.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	1,000,000.00	1,000,000.00	1,000,000.00	12/20/2024	1.00	1.00	2,500.00	0.00	0.00	2,500.00
3130A5R35	FHLBANKS 2.875 06/13/25	5,000,000.00	4,854,804.88	4,879,781.73	06/13/2025	2.88	4.98	35,937.50	24,976.85	0.00	60,914.35
3130AWKM1	FHLBANKS 4.750 12/12/25	5,000,000.00	0.00	5,036,037.50	12/12/2025	4.75	4.30	49,479.17	(4,417.50)	0.00	45,061.67
3130ATVC8	FHLBANKS 4.875 06/14/24	5,000,000.00	5,003,052.13	5,001,368.83	06/14/2024	4.88	4.72	60,937.50	(1,683.30)	0.00	59,254.20
3130AYXH4	FHLBANKS 4.940 01/06/25	9,500,000.00	0.00	9,493,245.77	01/06/2025	4.94	5.04	50,840.83	940.77	0.00	51,781.60
3130AYZ90	FHLBANKS 5.000 02/14/25	9,500,000.00	0.00	9,499,153.49	02/14/2025	5.00	5.01	51,458.33	103.49	0.00	51,561.82
3130AVKN1	FHLBANKS 5.150 04/30/24 '24	5,000,000.00	5,000,000.00	5,000,000.00	04/30/2024	5.15	5.15	64,375.00	0.00	0.00	64,375.00
3130AXAF5	FHLBANKS 5.375 09/18/24	10,000,000.00	9,995,216.94	9,996,884.60	09/18/2024	5.38	5.44	134,375.00	1,667.66	0.00	136,042.66
313384VU0	FHLBANKS D NOTE 04/19/24	5,000,000.00	4,930,966.67	4,988,600.00	04/19/2024	0.00	4.72	0.00	57,633.33	0.00	57,633.33
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	5,000,000.00	5,000,000.00	5,000,000.00	07/14/2025	4.00	4.00	50,000.00	0.00	0.00	50,000.00
591508172	Frost Bank Public Fund Checking Account	11,445.34	127,094.42	11,445.34	03/31/2024	0.00	0.00	0.00	0.00	0.00	0.00
37292142	Invesco Treasury Account	6,081,562.71	5,631,629.56	6,081,562.71	03/31/2024	4.44	4.73	65,378.73	0.00	0.00	65,378.73
62479LKJ3	MUFG BANK NY 10/18/24	7,500,000.00	0.00	7,283,750.00	10/18/2024	0.00	5.35	0.00	42,168.75	0.00	42,168.75
62479LD93	MUFG Bank, Ltd., New York Branch 0.0 04/09/2024	5,000,000.00	4,922,450.00	4,993,733.33	04/09/2024	0.00	5.81	0.00	71,283.33	0.00	71,283.33
26MEED	NexBank IntraFi Cash Service	5,436,785.24	5,361,559.06	5,436,785.24	03/31/2024	5.32	5.55	75,226.18	0.00	0.00	75,226.18
49-4797-0104	PNC Corporate Business Account	960.08	960.67	960.08	03/31/2024	0.00	0.00	0.00	0.00	0.00	0.00
87019RDN3	SWEDBANK AB 04/22/24	5,000,000.00	4,912,422.22	4,983,579.17	04/22/2024	0.00	5.80	0.00	71,156.95	0.00	71,156.95
TEXPOOL	TexPool	23,935,847.00	54,086,374.84	23,935,847.00	03/31/2024	0.00	5.32	594,168.97	0.00	0.00	594,168.97
TEXSTAR	TexSTAR	2,144,517.80	3,401,160.13	2,144,517.80	03/31/2024	0.00	5.30	40,854.85	0.00	0.00	40,854.85
3111062380	Texas Capital Bank GNI Tiered Money Market	215,534.40	213,582.03	215,534.40	03/31/2024	3.07	3.55	1,952.37	0.00	0.00	1,952.37
TXRANGE	Texas Range TexasDAILY Fund	1,204,409.40	1,188,579.42	1,204,409.40	03/31/2024	5.04	5.31	15,829.98	0.00	0.00	15,829.98
91282CBEO	UNITED STATES TREASURY 0.125 01/15/2024	0.00	4,998,515.31		01/15/2024	0.13	0.91	237.77	1,484.69	0.00	1,722.47
91282CBM2	UNITED STATES TREASURY 0.125 02/15/2024	0.00	4,991,976.79		02/15/2024	0.13	1.45	764.27	8,023.21	0.00	8,787.48
91282CDN8	US TREASURY 1.000 12/15/24	9,500,000.00	0.00	9,235,338.94	12/15/2024	1.00	5.08	10,122.95	40,006.90	0.00	50,129.86
912828YV6	US TREASURY 1.500 11/30/24	5,000,000.00	4,838,572.56	4,882,554.29	11/30/2024	1.50	5.17	18,647.54	43,981.73	0.00	62,629.27
9128282U3	US TREASURY 1.875 08/31/24	5,000,000.00	4,987,921.94	4,992,445.00	08/31/2024	1.88	2.25	23,347.92	4,523.06	0.00	27,870.98



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
91282CEH0	US TREASURY 2.625 04/15/25	12,000,000.00	0.00	11,725,076.95	04/15/2025	2.63	4.92	18,073.77	15,233.20	0.00	33,306.97
91282CHD6	US TREASURY 4.250 05/31/25	12,000,000.00	0.00	11,917,811.10	05/31/2025	4.25	4.86	29,262.30	4,061.10	0.00	33,323.39
TOTAL		214,180,155.80	209,333,248.92	212,978,075.42		2.40	4.23	1,723,074.29	457,076.68	0.00	2,180,150.97

GO 2016- TRANSPORTA- TION

TEXSTAR	TexSTAR	148,433.63	146,486.83	148,433.63	03/31/2024	0.00	5.30	1,946.80	0.00	0.00	1,946.80
TOTAL		148,433.63	146,486.83	148,433.63		0.00	5.30	1,946.80	0.00	0.00	1,946.80

GO 2016-SENIOR CENTER

TEXSTAR	TexSTAR	14,841.03	14,646.42	14,841.03	03/31/2024	0.00	5.30	194.61	0.00	0.00	194.61
TOTAL		14,841.03	14,646.42	14,841.03		0.00	5.30	194.61	0.00	0.00	194.61

GO 2018-PARKS

TEXSTAR	TexSTAR	277,571.20	273,930.69	277,571.20	03/31/2024	0.00	5.30	3,640.51	0.00	0.00	3,640.51
TOTAL		277,571.20	273,930.69	277,571.20		0.00	5.30	3,640.51	0.00	0.00	3,640.51

GO 2018-REC CENTER

TEXSTAR	TexSTAR	1,948,134.00	1,922,582.78	1,948,134.00	03/31/2024	0.00	5.30	25,551.22	0.00	0.00	25,551.22
TOTAL		1,948,134.00	1,922,582.78	1,948,134.00		0.00	5.30	25,551.22	0.00	0.00	25,551.22

GO 2018-SENIOR CENTER

3130AQCM3	FHLBANKS 1.000 12/20/24 '24	1,500,000.00	1,500,000.00	1,500,000.00	12/20/2024	1.00	1.00	3,750.00	0.00	0.00	3,750.00
TEXSTAR	TexSTAR	2,533,671.74	4,505,972.53	2,533,671.74	03/31/2024	0.00	5.30	43,458.49	0.00	0.00	43,458.49
TOTAL		4,033,671.74	6,005,972.53	4,033,671.74		0.37	3.73	47,208.49	0.00	0.00	47,208.49

GO 2018-TRANSPORTA- TION

TEXSTAR	TexSTAR	6,089,469.72	6,989,588.78	6,089,469.72	03/31/2024	0.00	5.30	85,355.79	0.00	0.00	85,355.79
240000062A	Texas Capital Bank	4,000,000.00	4,000,000.00	4,000,000.00	08/16/2024	5.52	5.51	83,260.29	0.00	0.00	83,260.29



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
240000062A	Texas Capital Bank	56,038.40	56,038.40	56,038.40	08/16/2024	5.52	5.51	1,166.44	0.00	0.00	1,166.44
240000062A	Texas Capital Bank	56,823.45	0.00	56,823.45	08/16/2024	5.52	5.51	386.71	0.00	0.00	386.71
TOTAL		10,202,331.57	11,045,627.18	10,202,331.57		2.23	5.38	170,169.24	0.00	0.00	170,169.24
PID CRYSTAL SPRINGS											
14956P836	CAVANAL HILL:GS MM;ADMN	982,467.09	1,004,088.37	982,467.09	03/31/2024	4.68	4.95	11,722.18	0.00	0.00	11,722.18
TOTAL		982,467.09	1,004,088.37	982,467.09		4.68	4.95	11,722.18	0.00	0.00	11,722.18
PID DEERBROOKE NIA											
60934N153	FEDERATED HRMS GV O;TR	866,853.15	629,354.94	866,853.15	03/31/2024	4.69	4.95	9,149.03	0.00	0.00	9,149.03
TEXPOOL	TexPool	117.11	64.34	117.11	03/31/2024	0.00	5.32	52.49	0.00	0.00	52.49
TOTAL		866,970.26	629,419.28	866,970.26		4.69	4.95	9,201.52	0.00	0.00	9,201.52
PID DEERBROOKE SIA											
60934N153	FEDERATED HRMS GV O;TR	1,398,630.38	1,042,588.43	1,398,630.38	03/31/2024	4.69	4.95	14,989.01	0.00	0.00	14,989.01
TEXPOOL	TexPool	153,395.85	747,848.85	153,395.85	03/31/2024	0.00	5.32	7,405.15	0.00	0.00	7,405.15
TOTAL		1,552,026.23	1,790,437.28	1,552,026.23		4.23	4.99	22,394.16	0.00	0.00	22,394.16
PID OAK CREEK											
14956P836	CAVANAL HILL:GS MM;ADMN	702,479.22	636,997.28	702,479.22	03/31/2024	4.68	4.95	7,972.28	0.00	0.00	7,972.28
TOTAL		702,479.22	636,997.28	702,479.22		4.68	4.95	7,972.28	0.00	0.00	7,972.28
GRAND TOTAL		296,049,160.96	274,571,695.64	294,851,280.75		1.99	4.37	2,623,210.82	506,550.49	0.00	3,129,761.31



Projected Cashflows

For the Period April 01, 2024 to September 30, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
CERTS OF OBLIGATION 2016				
JUN 2024				
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	06/20/2024	Coupon	12,500.00
JUN 2024 TOTAL				12,500.00
CERTS OF OBLIGATION 2016 TOTAL				12,500.00
CERTS OF OBLIGATION 2022A				
JUN 2024				
3130A1XJ2	FHLBANKS 2.875 06/14/24	06/14/2024	Coupon	79,062.50
3130A1XJ2	FHLBANKS 2.875 06/14/24	06/14/2024	Final Maturity	5,500,000.00
JUN 2024 TOTAL				5,579,062.50
CERTS OF OBLIGATION 2022A TOTAL				5,579,062.50
CERTS OF OBLIGATION 2022B				
JUN 2024				
3130A1XJ2	FHLBANKS 2.875 06/14/24	06/14/2024	Final Maturity	5,000,000.00
3130A1XJ2	FHLBANKS 2.875 06/14/24	06/14/2024	Coupon	71,875.00
JUN 2024 TOTAL				5,071,875.00
CERTS OF OBLIGATION 2022B TOTAL				5,071,875.00
GENERAL CONSOLIDATED				
APR 2024				
3133EPGX7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.875 04/25/2024	04/25/2024	Coupon	121,875.00
62479LD93	MUFG Bank, Ltd., New York Branch 0.0 04/09/2024	04/09/2024	Maturity	5,000,000.00
3133EPGX7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.875 04/25/2024	04/25/2024	Maturity	5,000,000.00

Projected Cashflows

For the Period April 01, 2024 to September 30, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024	04/30/2024	Coupon	17,881.94
3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.33 04/05/2024	04/05/2024	Maturity	5,000,000.00
3130ALVY7	FEDERAL HOME LOAN BANKS	04/15/2024	Maturity	5,000,000.00
3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024	04/30/2024	Final Maturity	5,000,000.00
313384VU0	FEDERAL HOME LOAN BANKS 0.0 04/19/2024	04/19/2024	Maturity	5,000,000.00
3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.33 04/05/2024	04/05/2024	Coupon	8,250.00
31422XMV1	FARMER MAC 0.500 10/04/24 '23 MTN	04/04/2024	Coupon	12,500.00
3130ALVY7	FEDERAL HOME LOAN BANKS	04/15/2024	Coupon	10,000.00
87019RDN3	Swedbank AB (publ) 0.0 04/22/2024	04/22/2024	Maturity	5,000,000.00
91282CEH0	US TREASURY 2.625 04/15/25	04/15/2024	Coupon	157,500.00
3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024	04/05/2024	Coupon	128,750.00
APR 2024 TOTAL				35,456,756.94
MAY 2024				
172404911A	East West Bank	05/03/2024	Coupon	18,824.38
3130AMEZ1	FHLBANKS 0.400 05/24/24 '24	05/24/2024	Final Maturity	5,000,000.00
3130AMEZ1	FHLBANKS 0.400 05/24/24 '24	05/24/2024	Coupon	10,000.00
91282CHD6	US TREASURY 4.250 05/31/25	05/31/2024	Coupon	255,000.00
912828YV6	US TREASURY 1.500 11/30/24	05/31/2024	Coupon	37,500.00
MAY 2024 TOTAL				5,321,324.38
JUN 2024				
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	06/20/2024	Coupon	5,000.00
3130AWKM1	FHLBANKS 4.750 12/12/25	06/12/2024	Coupon	118,750.00
91282CDN8	US TREASURY 1.000 12/15/24	06/17/2024	Coupon	47,500.00
172404911A	East West Bank	06/03/2024	Coupon	19,451.86
3130ATVC8	FHLBANKS 4.875 06/14/24	06/14/2024	Final Maturity	5,000,000.00



Projected Cashflows

For the Period April 01, 2024 to September 30, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
3130AMT85	FHLBANKS 0.400 06/28/24 '24	06/28/2024	Final Maturity	5,000,000.00
3130A5R35	FHLBANKS 2.875 06/13/25	06/13/2024	Coupon	71,875.00
3130AMT85	FHLBANKS 0.400 06/28/24 '24	06/28/2024	Coupon	10,000.00
3133ENGQ7	FEDERAL FARM 0.920 12/09/24	06/10/2024	Coupon	23,000.00
3130ATVC8	FHLBANKS 4.875 06/14/24	06/14/2024	Coupon	121,875.00
JUN 2024 TOTAL				10,417,451.86
JUL 2024				
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	07/15/2024	Coupon	100,000.00
3130AYXH4	FHLBANKS 4.940 01/06/25	07/08/2024	Coupon	187,720.00
172404911A	East West Bank	07/03/2024	Coupon	18,824.38
JUL 2024 TOTAL				306,544.38
AUG 2024				
172404911A	East West Bank	08/05/2024	Final Maturity	4,149,093.83
3133ENG20	FEDERAL FARM 3.300 08/15/24	08/15/2024	Coupon	82,500.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	08/28/2024	Coupon	12,500.00
13607EHW2	CDN IMPERIAL 08/30/24	08/30/2024	Final Maturity	5,000,000.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	08/28/2024	Final Maturity	5,000,000.00
3130AYZ90	FHLBANKS 5.000 02/14/25	08/14/2024	Coupon	237,500.00
172404911A	East West Bank	08/05/2024	Coupon	19,451.86
3133ENG20	FEDERAL FARM 3.300 08/15/24	08/15/2024	Final Maturity	5,000,000.00
AUG 2024 TOTAL				19,501,045.69
SEP 2024				
9128282U3	US TREASURY 1.875 08/31/24	09/03/2024	Coupon	46,875.00
9128282U3	US TREASURY 1.875 08/31/24	09/03/2024	Final Maturity	5,000,000.00
3130AXAF5	FHLBANKS 5.375 09/18/24	09/18/2024	Coupon	268,750.00



Projected Cashflows

For the Period April 01, 2024 to September 30, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
3135G0Q22	FANNIE MAE 1.875 09/24/26	09/24/2024	Coupon	56,250.00
3130AVBC5	FHLBANKS 4.500 03/12/27	09/12/2024	Coupon	135,000.00
3130AXAF5	FHLBANKS 5.375 09/18/24	09/18/2024	Final Maturity	10,000,000.00
SEP 2024 TOTAL				15,506,875.00
GENERAL CONSOLIDATED TOTAL				86,509,998.26
GO 2018-SENIOR CENTER				
JUN 2024				
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	06/20/2024	Coupon	7,500.00
JUN 2024 TOTAL				7,500.00
GO 2018-SENIOR CENTER TOTAL				7,500.00
GO 2018-TRANSPORTATION				
MAY 2024				
240000062A	Texas Capital Bank	05/16/2024	Coupon	55,979.99
MAY 2024 TOTAL				55,979.99
AUG 2024				
240000062A	Texas Capital Bank	08/16/2024	Final Maturity	4,112,861.85
240000062A	Texas Capital Bank	08/16/2024	Coupon	57,223.99
AUG 2024 TOTAL				4,170,085.84
GO 2018-TRANSPORTATION TOTAL				4,226,065.84
GRAND TOTAL				101,407,001.60



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
ARPA 2021									
TEXPOOL	TEXPOOL 5,915,290.61	5.32	03/31/2024	77,898.62 77,898.62	5,837,391.99 5,837,391.99	77,898.62	0.00	77,898.62 77,898.62	5,915,290.61 5,915,290.61
TOTAL		5.32		77,898.62 77,898.62	5,837,391.99 5,837,391.99	77,898.62	0.00	77,898.62 77,898.62	5,915,290.61 5,915,290.61
CERTS OF OBLIGATION 2016									
TEXSTAR	TEXSTAR 954,594.14	5.30	03/31/2024	20,284.57 20,284.57	1,563,730.32 1,563,730.32	7,064.50	(616,200.68)	(609,136.18) (609,136.18)	954,594.14 954,594.14
3130AQCM3	Federal Home Loan Banks 2,500,000.00	1.00	12/15/2021 12/20/2024	6,250.00 0.00	2,500,000.00 2,405,225.00	0.00	0.00	0.00 17,400.00	2,500,000.00 2,422,625.00
TOTAL		2.21		26,534.57 20,284.57	4,063,730.32 3,968,955.32	7,064.50	(616,200.68)	(609,136.18) (591,736.18)	3,454,594.14 3,377,219.14
CERTS OF OBLIGATION 2018A									
TEXSTAR	TEXSTAR 3,085,651.45	5.30	03/31/2024	40,555.21 40,555.21	3,051,917.24 3,051,917.24	33,734.21	0.00	33,734.21 33,734.21	3,085,651.45 3,085,651.45
TOTAL		5.30		40,555.21 40,555.21	3,051,917.24 3,051,917.24	33,734.21	0.00	33,734.21 33,734.21	3,085,651.45 3,085,651.45
CERTS OF OBLIGATION 2018B									
TEXSTAR	TEXSTAR 380,188.56	5.30	03/31/2024	5,164.41 5,164.41	402,102.15 402,102.15	1,816.59	(23,730.18)	(21,913.59) (21,913.59)	380,188.56 380,188.56
TOTAL		5.30		5,164.41 5,164.41	402,102.15 402,102.15	1,816.59	(23,730.18)	(21,913.59) (21,913.59)	380,188.56 380,188.56
CERTS OF OBLIGATION 2022A									
TEXPOOL	TEXPOOL 8,135,461.83	5.32	03/31/2024	73,591.20 73,591.20	2,375,288.41 2,375,288.41	5,760,173.42	0.00	5,760,173.42 5,760,173.42	8,135,461.83 8,135,461.83
3130A1XJ2	Federal Home Loan Banks 5,500,000.00	2.67	06/01/2022 06/14/2024	39,531.25 0.00	5,504,905.61 5,439,610.00	0.00	0.00	(2,705.52) 31,240.00	5,502,200.09 5,470,850.00



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
TOTAL		4.25		113,122.45 73,591.20	7,880,194.02 7,814,898.41	5,760,173.42	0.00	5,757,467.90 5,791,413.42	13,637,661.92 13,606,311.83

CERTS OF OBLIGATION 2022B									
53948ACB5	Lloyds Bank Corporate Markets plc 0.00	5.78	09/18/2023 03/11/2024	0.00 0.00	4,945,361.11 4,945,361.11	0.00	(5,000,000.00)	(4,945,361.11) (4,945,361.11)	0.00 0.00
TEXSTAR	TEXSTAR 4,553,799.69	5.30	03/31/2024	59,726.17 59,726.17	4,334,020.01 4,334,020.01	249,782.44	(30,002.76)	219,779.68 219,779.68	4,553,799.69 4,553,799.69
3130A1XJ2	Federal Home Loan Banks 5,000,000.00	2.67	06/01/2022 06/14/2024	35,937.50 0.00	5,004,459.64 4,945,100.00	0.00	0.00	(2,459.56) 28,400.00	5,002,000.08 4,973,500.00
TOTAL		3.92		95,663.67 59,726.17	14,283,840.76 14,224,481.12	249,782.44	(5,030,002.76)	(4,728,040.99) (4,697,181.43)	9,555,799.77 9,527,299.69

DEBT SERVICE									
TEXPOOL	TEXPOOL 25,115,092.91	5.32	03/31/2024	241,196.59 241,196.59	6,249,081.60 6,249,081.60	18,866,011.31	0.00	18,866,011.31 18,866,011.31	25,115,092.91 25,115,092.91
TOTAL		5.32		241,196.59 241,196.59	6,249,081.60 6,249,081.60	18,866,011.31	0.00	18,866,011.31 18,866,011.31	25,115,092.91 25,115,092.91

GENERAL CONSOLIDATED									
91282CBEO	United States Department of The Treasury 0.00	0.91	01/10/2022 01/15/2024	237.77 3,125.00	4,998,515.31 4,993,359.40	0.00	(5,000,000.00)	(4,998,515.31) (4,993,359.40)	0.00 0.00
91282CBM2	United States Department of The Treasury 0.00	1.45	02/18/2022 02/15/2024	764.27 3,125.00	4,991,976.79 4,968,359.40	0.00	(5,000,000.00)	(4,991,976.79) (4,968,359.40)	0.00 0.00
3130ARHG9	Federal Home Loan Banks 0.00	3.25	08/09/2022 02/28/2024	16,822.92 53,125.00	4,991,286.27 4,974,600.00	0.00	(5,000,000.00)	(4,991,286.27) (4,974,600.00)	0.00 0.00
3130ATUQ8	Federal Home Loan Banks 0.00	4.83	01/27/2023 03/08/2024	88,402.78 237,500.00	9,998,564.87 9,986,900.00	0.00	(10,000,000.00)	(9,998,564.87) (9,986,900.00)	0.00 0.00
3130ALJ70	Federal Home Loan Banks 0.00	0.40	03/12/2021 03/12/2024	3,944.44 10,000.00	5,000,000.00 4,951,050.00	0.00	(5,000,000.00)	(5,000,000.00) (4,951,050.00)	0.00 0.00
591508172	Frost Bank Public Fund Checking Account 11,445.34	0.00	03/31/2024	0.00 0.00	127,094.42 127,094.42	30,565.50	(146,214.58)	(115,649.08) (115,649.08)	11,445.34 11,445.34

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
37292142	Invesco Treasury Account 6,081,562.71	4.73	03/31/2024	65,378.73 65,378.73	5,631,629.56 5,631,629.56	1,997,758.26	(1,547,825.11)	449,933.15 449,933.15	6,081,562.71 6,081,562.71
CCYUSD	UNITED STATES OF AMERICA 0.00	0.00	03/31/2024	0.00 0.00	(18,605.68) (18,605.68)	0.00	0.00	18,605.68 18,605.68	0.00 0.00
26MEED	NexBank 5,436,785.24	5.55	03/31/2024	75,226.18 75,226.18	5,361,559.06 5,361,559.06	75,226.18	0.00	75,226.18 75,226.18	5,436,785.24 5,436,785.24
TEXPOOL	TEXPOOL 23,935,847.00	5.32	03/31/2024	594,168.97 594,168.97	54,086,374.84 54,086,374.84	1,684,360.98	(31,834,888.82)	(30,150,527.84) (30,150,527.84)	23,935,847.00 23,935,847.00
49-4797-0104	PNC Corporate Business Account 960.08	0.00	05/31/2023 03/31/2024	0.00 0.00	960.67 960.67	0.00	(0.59)	(0.59) (0.59)	960.08 960.08
3111062380	Texas Capital Bank GNI Tiered Money Market 215,534.40	3.55	03/31/2024	1,952.37 1,952.37	213,582.03 213,582.03	1,952.37	0.00	1,952.37 1,952.37	215,534.40 215,534.40
TXRANGE	Texas Range TexasDAILY Fund 1,204,409.40	5.31	03/31/2024	15,829.98 15,829.98	1,188,579.42 1,188,579.42	15,829.98	0.00	15,829.98 15,829.98	1,204,409.40 1,204,409.40
TEXSTAR	TEXSTAR 2,144,517.80	5.30	03/31/2024	40,854.85 40,854.85	3,401,160.13 3,401,160.13	24,903.63	(1,281,545.96)	(1,256,642.33) (1,256,642.33)	2,144,517.80 2,144,517.80
3133EMVD1	Federal Farm Credit Banks Funding Corporation 5,000,000.00	0.37	03/30/2021 04/05/2024	4,125.00 0.00	5,000,000.00 4,933,950.00	0.00	0.00	0.00 63,250.00	5,000,000.00 4,997,200.00
62479LD93	MUFG Bank, Ltd., New York Branch 5,000,000.00	5.81	10/03/2023 04/09/2024	0.00 0.00	4,922,450.00 4,922,450.00	0.00	0.00	71,283.33 71,283.33	4,993,733.33 4,993,733.33
3130ALVY7	Federal Home Loan Banks 5,000,000.00	0.40	03/30/2021 04/15/2024	5,000.00 0.00	5,000,000.00 4,928,050.00	0.00	0.00	0.00 61,300.00	5,000,000.00 4,989,350.00
313384VU0	Federal Home Loan Banks 5,000,000.00	4.72	04/27/2023 04/19/2024	0.00 0.00	4,930,966.67 4,919,067.00	0.00	0.00	57,633.33 18,767.40	4,988,600.00 4,937,834.40
87019RDN3	Swedbank AB (publ) 5,000,000.00	5.80	10/03/2023 04/22/2024	0.00 0.00	4,912,422.22 4,912,422.22	0.00	0.00	71,156.95 71,156.95	4,983,579.17 4,983,579.17
3133EPGX7	Federal Farm Credit Banks Funding Corporation 5,000,000.00	4.74	05/10/2023 04/25/2024	60,937.50 0.00	5,002,011.29 4,991,000.00	0.00	0.00	(1,591.54) 6,650.00	5,000,419.75 4,997,650.00
3130AVKN1	Federal Home Loan Banks 5,000,000.00	5.15	04/04/2023 04/30/2024	64,375.00 0.00	5,000,000.00 4,982,850.00	0.00	0.00	0.00 12,350.00	5,000,000.00 4,995,200.00
3130AMEZ1	Federal Home Loan Banks 5,000,000.00	0.40	05/06/2021 05/24/2024	5,000.00 0.00	5,000,000.00 4,906,650.00	0.00	0.00	0.00 53,900.00	5,000,000.00 4,960,550.00
3130ATVC8	Federal Home Loan Banks 5,000,000.00	4.72	01/26/2023 06/14/2024	60,937.50 0.00	5,003,052.13 4,989,750.00	0.00	0.00	(1,683.30) 3,950.00	5,001,368.83 4,993,700.00
3130AMT85	Federal Home Loan Banks 5,000,000.00	0.40	06/03/2021 06/28/2024	5,000.00 0.00	5,000,000.00 4,882,500.00	0.00	0.00	0.00 52,650.00	5,000,000.00 4,935,150.00
172404911A	East West Bank 18,227.71	5.52	10/03/2023 08/03/2024	331.35 251.41	18,227.71 18,227.71	0.00	0.00	0.00 0.00	18,227.71 18,227.71



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
172404911A	East West Bank 19,229.61	5.52	01/31/2024 08/03/2024	177.78 174.87	0.00 0.00	0.00	0.00	19,229.61 19,229.61	19,229.61 19,229.61
172404911A	East West Bank 18,605.68	5.52	09/30/2023 08/03/2024	338.22 256.62	18,605.68 18,605.68	0.00	0.00	0.00 0.00	18,605.68 18,605.68
172404911A	East West Bank 18,070.77	5.52	02/03/2024 08/03/2024	164.17 84.91	0.00 0.00	18,070.77	0.00	18,070.77 18,070.77	18,070.77 18,070.77
172404911A	East West Bank 19,139.67	5.52	12/31/2023 08/03/2024	347.93 263.99	19,139.67 19,139.67	0.00	0.00	0.00 0.00	19,139.67 19,139.67
172404911A	East West Bank 19,404.88	5.52	03/03/2024 08/03/2024	85.11 0.00	0.00 0.00	19,404.88	0.00	19,404.88 19,404.88	19,404.88 19,404.88
172404911A	East West Bank 4,017,580.21	5.52	08/03/2023 08/03/2024	73,033.77 55,413.66	4,017,580.21 4,017,580.21	0.00	0.00	0.00 0.00	4,017,580.21 4,017,580.21
172404911A	East West Bank 18,835.30	5.52	11/03/2023 08/03/2024	342.40 259.79	18,835.30 18,835.30	0.00	0.00	0.00 0.00	18,835.30 18,835.30
3133ENG20	Federal Farm Credit Banks Funding Corporation 5,000,000.00	3.32	08/09/2022 08/15/2024	41,250.00 82,500.00	4,999,552.00 4,944,850.00	0.00	0.00	179.59 15,650.00	4,999,731.59 4,960,500.00
3130ANNS5	Federal Home Loan Banks 5,000,000.00	0.50	08/10/2021 08/28/2024	6,250.00 12,500.00	5,000,000.00 4,849,100.00	0.00	0.00	0.00 47,350.00	5,000,000.00 4,896,450.00
13607EHW2	Canadian Imperial Hold- ings, Inc. 5,000,000.00	5.49	12/12/2023 08/30/2024	0.00 0.00	4,821,525.00 4,821,525.00	0.00	0.00	67,112.50 67,112.50	4,888,637.50 4,888,637.50
9128282U3	United States Department of The Treasury 5,000,000.00	2.25	03/21/2022 08/31/2024	23,347.92 46,875.00	4,987,921.94 4,895,898.45	0.00	0.00	4,523.06 33,398.45	4,992,445.00 4,929,296.90
3130AXAF5	Federal Home Loan Banks 10,000,000.00	5.44	09/18/2023 09/18/2024	134,375.00 268,750.00	9,995,216.94 10,015,200.00	0.00	0.00	1,667.66 (22,800.00)	9,996,884.60 9,992,400.00
31422XMV1	Federal Agricultural Mort- gage Corporation 5,000,000.00	0.50	09/14/2021 10/04/2024	6,250.00 0.00	5,000,000.00 4,827,400.00	0.00	0.00	0.00 45,750.00	5,000,000.00 4,873,150.00
62479LKJ3	MUFG Bank, Ltd., New York Branch 7,500,000.00	5.35	02/22/2024 10/18/2024	0.00 0.00	0.00 0.00	7,241,581.25	0.00	7,283,750.00 7,283,750.00	7,283,750.00 7,283,750.00
912828YV6	United States Department of The Treasury 5,000,000.00	5.17	12/12/2023 11/30/2024	18,647.54 0.00	4,838,572.56 4,850,000.00	0.00	0.00	43,981.73 29,101.55	4,882,554.29 4,879,101.55
3133ENGQ7	Federal Farm Credit Banks Funding Corporation 5,000,000.00	0.93	12/03/2021 12/09/2024	11,500.00 0.00	4,999,687.04 4,818,500.00	0.00	0.00	83.03 33,050.00	4,999,770.07 4,851,550.00
91282CDN8	United States Department of The Treasury 9,500,000.00	5.08	02/22/2024 12/15/2024	10,122.95 0.00	0.00 0.00	9,195,332.03	0.00	9,235,338.94 9,226,503.93	9,235,338.94 9,226,503.93
3130AQCM3	Federal Home Loan Banks 1,000,000.00	1.00	12/15/2021 12/20/2024	2,500.00 0.00	1,000,000.00 962,090.00	0.00	0.00	0.00 6,960.00	1,000,000.00 969,050.00
3130AYXH4	Federal Home Loan Banks 9,500,000.00	5.04	02/22/2024 01/06/2025	50,840.83 0.00	0.00 0.00	9,492,305.00	0.00	9,493,245.77 9,477,200.00	9,493,245.77 9,477,200.00



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
3130AYZ90	Federal Home Loan Banks 9,500,000.00	5.01	02/22/2024 02/14/2025	51,458.33 0.00	0.00 0.00	9,499,050.00	0.00	9,499,153.49 9,484,515.00	9,499,153.49 9,484,515.00
91282CEH0	United States Department of The Treasury 12,000,000.00	4.92	03/11/2024 04/15/2025	18,073.77 0.00	0.00 0.00	11,709,843.75	0.00	11,725,076.95 11,712,187.56	11,725,076.95 11,712,187.56
91282CHD6	United States Department of The Treasury 12,000,000.00	4.86	03/11/2024 05/31/2025	29,262.30 0.00	0.00 0.00	11,913,750.00	0.00	11,917,811.10 11,900,625.00	11,917,811.10 11,900,625.00
3130A5R35	Federal Home Loan Banks 5,000,000.00	4.98	12/12/2023 06/13/2025	35,937.50 0.00	4,854,804.88 4,877,400.00	0.00	0.00	24,976.85 2,300.00	4,879,781.73 4,879,700.00
3134GXZT4	Federal Home Loan Mort- gage Corporation 5,000,000.00	4.00	06/14/2022 07/14/2025	50,000.00 100,000.00	5,000,000.00 4,934,150.00	0.00	0.00	0.00 (6,350.00)	5,000,000.00 4,927,800.00
3130AWKM1	Federal Home Loan Banks 5,000,000.00	4.30	01/16/2024 12/12/2025	49,479.17 0.00	0.00 0.00	5,040,455.00	0.00	5,036,037.50 4,996,550.00	5,036,037.50 4,996,550.00
TOTAL		4.23		1,723,074.29 1,667,616.34	209,333,248.92 208,123,794.49	67,960,389.59	(64,810,475.06)	3,644,826.50 3,969,275.65	212,978,075.42 212,093,070.14

GO 2016- TRANS- PORTATION

TEXSTAR	TEXSTAR 148,433.63	5.30	03/31/2024	1,946.80 1,946.80	146,486.83 146,486.83	1,946.80	0.00	1,946.80 1,946.80	148,433.63 148,433.63
TOTAL		5.30		1,946.80 1,946.80	146,486.83 146,486.83	1,946.80	0.00	1,946.80 1,946.80	148,433.63 148,433.63

GO 2016-SENIOR CENTER

TEXSTAR	TEXSTAR 14,841.03	5.30	03/31/2024	194.61 194.61	14,646.42 14,646.42	194.61	0.00	194.61 194.61	14,841.03 14,841.03
TOTAL		5.30		194.61 194.61	14,646.42 14,646.42	194.61	0.00	194.61 194.61	14,841.03 14,841.03

GO 2018-PARKS

TEXSTAR	TEXSTAR 277,571.20	5.30	03/31/2024	3,640.51 3,640.51	273,930.69 273,930.69	3,640.51	0.00	3,640.51 3,640.51	277,571.20 277,571.20
TOTAL		5.30		3,640.51 3,640.51	273,930.69 273,930.69	3,640.51	0.00	3,640.51 3,640.51	277,571.20 277,571.20



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
GO 2018-REC CEN- TER									
TEXSTAR	TEXSTAR 1,948,134.00	5.30	03/31/2024	25,551.22 25,551.22	1,922,582.78 1,922,582.78	25,551.22	0.00	25,551.22 25,551.22	1,948,134.00 1,948,134.00
TOTAL		5.30		25,551.22 25,551.22	1,922,582.78 1,922,582.78	25,551.22	0.00	25,551.22 25,551.22	1,948,134.00 1,948,134.00

GO 2018-SENIOR CENTER									
TEXSTAR	TEXSTAR 2,533,671.74	5.30	03/31/2024	43,458.49 43,458.49	4,505,972.53 4,505,972.53	31,707.76	(2,004,008.55)	(1,972,300.79) (1,972,300.79)	2,533,671.74 2,533,671.74
3130AQCM3	Federal Home Loan Banks 1,500,000.00	1.00	12/15/2021 12/20/2024	3,750.00 0.00	1,500,000.00 1,443,135.00	0.00	0.00	0.00 10,440.00	1,500,000.00 1,453,575.00
TOTAL		3.73		47,208.49 43,458.49	6,005,972.53 5,949,107.53	31,707.76	(2,004,008.55)	(1,972,300.79) (1,961,860.79)	4,033,671.74 3,987,246.74

GO 2018-TRANS- PORTATION									
TEXSTAR	TEXSTAR 6,089,469.72	5.30	03/31/2024	85,355.79 85,355.79	6,989,588.78 6,989,588.78	31,576.94	(931,696.00)	(900,119.06) (900,119.06)	6,089,469.72 6,089,469.72
240000062A	Texas Capital Bank 4,000,000.00	5.51	08/16/2023 08/16/2024	83,260.29 56,038.37	4,000,000.00 4,000,000.00	0.00	0.00	0.00 0.00	4,000,000.00 4,000,000.00
240000062A	Texas Capital Bank 56,038.40	5.51	11/16/2023 08/16/2024	1,166.44 785.08	56,038.40 56,038.40	0.00	0.00	0.00 0.00	56,038.40 56,038.40
240000062A	Texas Capital Bank 56,823.45	5.51	02/16/2024 08/16/2024	386.71 0.00	0.00 0.00	56,823.45	0.00	56,823.45 56,823.45	56,823.45 56,823.45
TOTAL		5.38		170,169.24 142,179.24	11,045,627.18 11,045,627.18	88,400.39	(931,696.00)	(843,295.61) (843,295.61)	10,202,331.57 10,202,331.57

PID CRYSTAL SPRINGS									
14956P836	Cavanal Hill Funds - Gov- ernment Securities Money Market Fund 982,467.09	4.95	03/31/2024	11,722.18 11,722.18	1,004,088.37 1,004,088.37	99,242.51	(120,863.79)	(21,621.28) (21,621.28)	982,467.09 982,467.09
TOTAL		4.95		11,722.18 11,722.18	1,004,088.37 1,004,088.37	99,242.51	(120,863.79)	(21,621.28) (21,621.28)	982,467.09 982,467.09



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
PID DEERBROOKE NIA									
60934N153	Money Market Obligations Trust - Federated Govern- ment Obligations Fund 866,853.15	4.95	03/31/2024	9,149.03 9,149.03	629,354.94 629,354.94	357,916.19	(120,417.98)	237,498.21 237,498.21	866,853.15 866,853.15
TEXPOOL	TEXPOOL 117.11	5.32	03/31/2024	52.49 52.49	64.34 64.34	52.77	0.00	52.77 52.77	117.11 117.11
TOTAL		4.95		9,201.52 9,201.52	629,419.28 629,419.28	357,968.96	(120,417.98)	237,550.98 237,550.98	866,970.26 866,970.26
PID DEERBROOKE SIA									
60934N153	Money Market Obligations Trust - Federated Govern- ment Obligations Fund 1,398,630.38	4.95	03/31/2024	14,989.01 14,989.01	1,042,588.43 1,042,588.43	537,682.30	(181,640.35)	356,041.95 356,041.95	1,398,630.38 1,398,630.38
TEXPOOL	TEXPOOL 153,395.85	5.32	03/31/2024	7,405.15 7,405.15	747,848.85 747,848.85	137,145.46	(731,598.46)	(594,453.00) (594,453.00)	153,395.85 153,395.85
TOTAL		4.99		22,394.16 22,394.16	1,790,437.28 1,790,437.28	674,827.76	(913,238.81)	(238,411.05) (238,411.05)	1,552,026.23 1,552,026.23
PID OAK CREEK									
14956P836	Cavanal Hill Funds - Gov- ernment Securities Money Market Fund 702,479.22	4.95	03/31/2024	7,972.28 7,972.28	636,997.28 636,997.28	130,290.16	(64,808.22)	65,481.94 65,481.94	702,479.22 702,479.22
TOTAL		4.95		7,972.28 7,972.28	636,997.28 636,997.28	130,290.16	(64,808.22)	65,481.94 65,481.94	702,479.22 702,479.22
GRAND TOTAL		4.37		2,623,210.82 2,454,294.12	274,571,695.64 273,085,945.96	94,370,641.36	(74,635,442.03)	20,279,585.11 20,696,679.34	294,851,280.75 293,782,625.30

Disclosure

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 has 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.

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

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EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of a Resolution amending authorized representatives to the Texas Local Government Investment Pool, "TexPool/TexPool Prime", a public funds investment pool.

BACKGROUND:

With the appointment of Mr. Parton as City Manager, it is necessary to update the list of authorized representatives for our financial accounts with TexPool. The Texas Local Government Investment Pool, "TexPool/ Texpool Prime", is a public funds investment pool, overseen by the Texas Comptroller's Office and created on behalf of entities whose investment objectives are in accordance with the Texas Public Funds Investment Act.

In addition, City staff requests approval to add Jodi Levie as an authorized representative. Ms. Levie will return to the City on May 20, 2024 as Assistant Finance Director. Existing Authorized Representatives to remain on the list include Executive Finance Director Robert Powers, and Accounting Manager Pamela Kaby.

The City utilizes various accounts at TexPool as an additional investment vehicle to increase interest earnings above what our bank depository can pay. Funds move back and forth between our TexPool accounts and Frost Bank as necessary.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. Resolution Amending Authorized Representatives



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

City of Leander

Participant Name*

78388

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.

Todd Parton

City Manager

5125282702

tparton@leandertx.gov

Signature

2.

Robert G. Powers

Executive Finance Director

5125282734

rpowers@leandertx.gov

Signature

3.

Pamela Kaby

Accounting Manager

5125282941

pkaby@leandertx.gov

Signature

1. Resolution (continued)

4. Jodi Levie Assistant Finance Director
Name Title
 jlevie@leandertx.gov
Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 2 0.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Leander
Name of Participant*

SIGNED

Signature*
Christine DeLisle
Printed Name*
Mayor
Title*

ATTEST

Signature*
Dara Crabtree
Printed Name*
City Secretary
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of a Resolution amending the City of Leander's participation in TexSTAR, a Texas public funds investment pool.

BACKGROUND:

With the appointment of Mr. Parton as City Manager, it is necessary to update the list of authorized representatives for our financial accounts with TexSTAR. TexSTAR is overseen by a Governing Board consisting of individuals from participating government entities in the pool. The business and affairs of TexSTAR are managed by the Board. J.P. Morgan Asset Management provides investment management, fund accounting, transfer agency and custodial services for the pool and Hilltop Securities Inc. provides administrative, marketing and participant services.

In addition, City staff requests approval to add Jodi Levie as an authorized representative. Ms. Levie will return to the City on May 20, 2024 as Assistant Finance Director. Existing Authorized Representatives to remain on the list include Executive Finance Director Robert Powers and Accounting Manager Pamela Kaby.

The City utilizes various accounts at TexSTARr as an additional investment vehicle to increase interest earnings above what our bank depository can pay. Funds move back and forth between our TexSTAR accounts and Frost Bank as necessar.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. TexStar Additional Authorized Representatives



AMENDING RESOLUTION

WHEREAS, the City of Leander

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Todd Parton

Signature: _____
- Title: City Manager

Phone: 512.528.2702

Email: tparton@leandertx.gov
2. Name: Robert G. Powers

Signature: _____
- Title: Executive Finance Director

Phone: 512.528.2734

Email: rpowers@leandertx.gov
3. Name: Pamela Kaby

Signature: _____
- Title: Accounting Manager

Phone: 512.528.2941

Email: pkaby@leandertx.gov
4. Name: Jodi Levie

Signature: _____
- Title: Assistant Finance Director

Phone: _____

Email: jlevie@leandertx.gov

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Robert G. Powers

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

REQUIRED

PLACE OFFICIAL SEAL OF ENTITY HERE

DATED _____

City of Leander

(NAME OF PARTICIPANT)

SIGNED BY: _____

(Signature of official)

Christine DeLisle, Mayor

(Printed name and title)

ATTESTED BY: _____

(Signature of official)

Dara Crabtree, City Secretary

(Printed name and title)

FOR INTERNAL USE ONLY

APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....

AUTHORIZED SIGNER



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of a Resolution designating authorized representatives to act on the City's behalf within the scope of the City's Depository Agreement and other banking services with Frost Bank, and to include but not be limited to giving instructions to the Federal Reserve Bank, the Federal Home Loan Bank or The Bank of New York Trust Company, N.A. pursuant to the Security Agreement between the City of Leander and Frost Bank.

BACKGROUND:

With the appointment of Mr. Parton as City Manager, it is necessary to update the list of authorized representatives with the City's bank depository, Frost Bank.

In addition, City staff requests approval to add Jodi Levie as an authorized representative. Ms. Levie will return to the City on May 20, 2024 as Assistant Finance Director. Existing Authorized Representatives to remain on the list include Executive Finance Director Robert Powers, City Secretary Dara Crabtree, and Accounting Manager Pamela Kaby.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. Frost Bank Authorized Representative Resolution 5.16.24

RESOLUTION NO. 24-

RESOLUTION DESIGNATING AUTHORIZED INDIVIDUALS TO ACT ON BEHALF OF THE CITY OF LEANDER PURSUANT TO EXISTING AND SUBSEQUENT AGREEMENTS BETWEEN FROST BANK AND THE CITY OF LEANDER, INCLUDING BUT NOT LIMITED TO DEPOSITORY, SAFEKEEPING, AND TREASURY MANAGEMENT SERVICES AS WELL AS ASSOCIATED THIRD-PARTY CONTRACTS AND AGREEMENTS.

WHEREAS, on July 2, 2020, the City Council of the City of Leander, Texas designated Frost Bank as the City's bank depository, and

WHEREAS, as a result of the banking relationship that the City of Leander has with Frost Bank, the City has executed several agreements relating to its banking, collateral, and treasury management needs.

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

Section 1. The individuals listed below are hereby authorized in the name of, and on behalf of, the City of Leander to enter into and execute, as necessary, agreements with Frost Bank upon such terms and conditions as may be agreed upon as well as with associated Third-Parties within the scope of the City's Depository Agreement and other banking services with Frost Bank, and to include but not be limited to giving instructions to the Federal Reserve Bank, the Federal Home Loan Bank or The Bank of New York Trust Company, N.A. pursuant to the Security Agreement between the City of Leander and Frost Bank.

Section 2. This Resolution hereby supersedes and replaces any prior authorizations and/or designations.

Todd Parton, City Manager
Robert G. Powers, Executive Finance Director
Dara Crabtree, City Secretary
Jodi Levie, Assistant Finance Director
Pamela Kaby, Accounting Manager

READ, PASSED, AND APPROVED this the 16th day of May, 2024.

City of Leander, Texas

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of a Corporate Authorization Resolution with NexBank, McKinney, Texas designating the City Manager, Executive Finance Director, Assistant Finance Director, Accounting Manager, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open and or maintain account(s) with NexBank.

BACKGROUND:

If approved, this resolution would amend the previous action taken by City Council on July 6, 2023 and add the City Manager and Assistant Finance Director to the list of authorized signers to the City's investments with NexBank. At present, the Executive Finance Director and the Accounting Manager are authorized signers on the account. It is important to have at least two (2) authorized signers who can communicate instructions to the bank and receive information.

NexBank is a financial institution that participates in a banking consortium known as IntraFi Network Deposits which allows depositors, such as the City of Leander, to open a money market account in amounts greater than \$250,000.00 but still maintain FDIC insurance. IntraFi distributes the City's investment to other FDIC insured banks in increments of less than \$250,000.00 each.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. NexBank Corporate Authorization Resolution
2. New Business Account Sheet 3 16 21



Corporate Authorization Resolution

NexBank
2515 McKinney Ave #1700
Dallas, TX 75201

By: City Of Leander Texas
105 N. Brushy St
Leander TX 78641

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, _____, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Texas, Federal Employer I.D. Number 74-2007646, engaged in business under the trade name of City Of Leander Texas, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on July 06, 2023 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
Robert G. Powers A. Authorized Signer	X _____	X _____
Pamela Kaby B. Authorized Signer	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A, B	(1) Exercise all of the powers listed in this resolution.	1
	(2) Open any deposit or share account(s) in the name of the Corporation.	
A, B	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7) Other:	

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on
July 06, 2023 (date).

Secretary

Attest by One Other Officer

For Financial Institution Use Only

Acknowledged and received on

(date) by _____ (initials)

☐ This resolution is superseded by resolution dated _____.

Comments:

USA Patriot Act - Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Primary (Business Information)

Business Name: _____ Existing Customer (CIP on file) (Y) or (N)

Business Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____

TIN (EIN): _____ Date Business Established: _____

Business Phone # _____ Fax # _____

Business Email: _____ Nature of Business: _____

Purpose of Account: _____ Source of Funds (Ongoing Transactions): _____

Does the business operate ATMs? (Y) or (N)

Will there be international wire activity for this account? (Y) or (N), if Y please specify the countries and frequency of the transactions: _____

Is the business a Marijuana, CBD or Hemp Related Business? (Y) or (N), if Y please provide details: _____

Will the business have any Marijuana, CBD or Hemp related activities? (Y) or (N), if Y please provide details: _____

Is the business a Not for Profit organization? (Y) or (N) If Y, complete the Not for Profit Questionnaire

Authorized Signer(s) (Information must be provided for all signers on the account)

1. Name: _____ Existing Customer (CIP on file) (Y) or (N)

Address (No PO Boxes): _____ Email: _____

City: _____ State: _____ Zip: _____

SS #: _____ DOB: _____ DL #: _____ Exp. Date: _____

Home Phone #: _____ Work Phone #: _____ Cell Phone #: _____

Employer: _____ Occupation/Job Title: _____

Are you or an immediate family member a close associate of a foreign political figure? (Y) or (N)

2. Name: _____ Existing Customer (CIP on file) (Y) or (N)

Address (No PO Boxes): _____ Email: _____

City: _____ State: _____ Zip: _____

SS #: _____ DOB: _____ DL #: _____ Exp. Date: _____

Home Phone #: _____ Work Phone #: _____ Cell Phone #: _____

Employer: _____ Occupation/Job Title: _____

Are you or an immediate family member a close associate of a foreign political figure? (Y) or (N)

Authorized Signature(s): #1 _____ Date _____ Active Military (Y) or (N)

#2 _____ Date _____ Active Military (Y) or (N)

I certify that the information above is true and correct to the best of my knowledge. You may keep this application whether or not it is approved. By signing this form, I authorize you to check my credit and employment history and to answer questions others may ask you about my credit report with you. I understand that I must update credit information at your request if my financial situation changes.

(For Bank Use Only)

Business Checking 62
Business Checking Affiliate 66
Business Analysis Checking AA

Remote Deposit Analysis Checking RD
HY Business MM 82
Business Savings 85

Business Savings Affiliate 92
HY Business MM Savings Affiliate 93
Certificate of Deposit CD

Rate Variance Exception Approved by: _____

Date: _____ Account Type: _____ Account #: _____ Term: _____ Rate: _____ \$

Date: _____ Account Type: _____ Account #: _____ Term: _____ Rate: _____ \$

Copy of New Customer(s) DL: _____ OR Existing Customer/Signer: _____ ChexSystems: _____ LexisNexis: _____

Beneficial Owner(s) Form (Y*/N**): _____ ***If Yes, complete the Beneficial Owner(s) Checklist. **If No, provide the Beneficial Ownership Exclusion Reason and the documentation used to determine the exclusion:** _____

CIF (Business): _____ CIF (Auth Signer #1): _____ CIF (Auth Signer #2): _____

Patriot Officer: _____ Source of Funds (Opening Deposit): _____ Checks ordered (Y/N): _____

Opened by: _____ Account Officer: _____ Reviewed by: _____



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of a Corporate Authorization Resolution with Texas Capital Bank designating the City Manager, Executive Finance Director, Assistant Finance Director, Accounting Manager, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open and or maintain account(s) with Texas Capital Bank.

BACKGROUND:

If approved, this resolution would add the City Manager and Assistant Finance Director to the list of authorized signers to the City's investments with Texas Capital Bank. At present, the Executive Finance Director and the Accounting Manager are authorized signers on the account. It is important to have at least two (2) authorized signers who can communicate instructions to the bank and receive information.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. Texas Capital Bank Authorizing Representatives Resolution

RESOLUTION NO. 24-

RESOLUTION DESIGNATING AUTHORIZED INDIVIDUALS TO ACT ON BEHALF OF THE CITY OF LEANDER PURSUANT TO EXISTING AND SUBSEQUENT AGREEMENTS BETWEEN TEXAS CAPITAL BANK AND THE CITY OF LEANDER, INCLUDING BUT NOT LIMITED TO INVESTMENT AND TREASURY MANAGEMENT SERVICES AS WELL AS ASSOCIATED THIRD-PARTY CONTRACTS AND AGREEMENTS.

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

Section 1. The individuals listed below are hereby authorized in the name of, and on behalf of, the City of Leander to enter into and execute, as necessary, agreements with Texas Capital Bank upon such terms and conditions as may be agreed upon as well as with associated Third-Parties.

Section 2. This Resolution hereby supersedes and replaces any prior authorizations and/or designations.

Todd Parton, City Manager
Robert G. Powers, Executive Finance Director
Dara Crabtree, City Secretary
Jodi Levie, Assistant Finance Director
Pamela Kaby, Accounting Manager

READ, PASSED, AND APPROVED this the 16th day of May, 2024.

City of Leander, Texas

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Approval of a Corporate Authorization Resolution with East West Bank designating the City Manager, Executive Finance Director, Assistant Finance Director, Accounting Manager, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open and or maintain account(s) with East West Bank.

BACKGROUND:

If approved, this resolution would add the City Manager, Assistant Finance Director and City Secretary to the list of authorized signers to the City's investments with East West Bank. At present, the Executive Finance Director and the Accounting Manager are authorized signers on the account. It is important to have at least two (2) authorized signers who can communicate instructions to the bank and receive information.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. East West Bank Authorizing Representatives Resolution

RESOLUTION NO. 24-

RESOLUTION DESIGNATING AUTHORIZED INDIVIDUALS TO ACT ON BEHALF OF THE CITY OF LEANDER PURSUANT TO EXISTING AND SUBSEQUENT AGREEMENTS BETWEEN EAST WEST BANK AND THE CITY OF LEANDER, INCLUDING BUT NOT LIMITED TO INVESTMENT AND TREASURY MANAGEMENT SERVICES AS WELL AS ASSOCIATED THIRD-PARTY CONTRACTS AND AGREEMENTS.

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

Section 1. The individuals listed below are hereby authorized in the name of, and on behalf of, the City of Leander to enter into and execute, as necessary, agreements with East West Bank upon such terms and conditions as may be agreed upon as well as with associated Third-Parties.

Section 2. This Resolution hereby supersedes and replaces any prior authorizations and/or designations.

Todd Parton, City Manager
Robert G. Powers, Executive Finance Director
Dara Crabtree, City Secretary
Jodi Levie, Assistant Finance Director
Pamela Kaby, Accounting Manager

READ, PASSED, AND APPROVED this the 16th day of May, 2024.

City of Leander, Texas

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas. *[Postponed by Applicant]*

BACKGROUND:

This request is the final step in the comprehensive plan amendment process and the second step in the zoning process.

HISTORY/TIMELINE:

09/22/2005 – Approval of the TOD Zoning
04/25/2024 – Planning & Zoning, 1st Public Hearing postponed by applicant

APPLICANT/AGENT:

Drenner Group, PC. (Amanda Swor) on behalf of Euphoria Development, LLC. (Amirali K. Maknojia)

RECOMMENDATION:

Staff recommends denial of the changes to the Comprehensive Plan and denial of the residential portion of the zoning request. Following discussions with the nearby neighborhood during the public outreach, the applicant requested to postpone the case to revise the request.

PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Fiscal Impact

Attachments:

1. Att 1 - Postponement Request Letter - Pioneer Farmstead PUD
2. Att 2 - 4.25.2024 P & Z Minutes

Amanda Swor
direct dial: (512) 807-2904
aswor@drennergroupp.com

April 24, 2024

Ms. Robin Griffin
Development Services Department
City of Leander
201 N. Brushy Street
Leander, TX 78641

Via Electronic Delivery

Re: Pioneer Farmstead PUD – Postponement request for the Planned Unit Development (“PUD”) zoning application (case number Z-22-0023) and the Comprehensive Plan Amendment application (case number CPA-23-0007) for the 56.65-acre piece of property located at the northeast corner of Highway 183A Toll Road and San Gabriel Parkway, Leander, Williamson County, Texas (the “Property”).

Dear Ms. Griffin:

As representatives of the owners of the Property of the proposed Pioneer Farmstead PUD (the “Project”), we would like to respectfully request a postponement of the public hearing dates for the Project, currently scheduled for Planning and Zoning Commission on Thursday, April 25, 2024, and the City Council on Thursday, May 16, 2024 (1st reading) and Thursday, June 6, 2024 (2nd reading). We are requesting to postpone the meetings to the following dates:

- Planning and Zoning Commission: Thursday, June 27, 2024;
- City Council, 1st Reading: Thursday, August 1, 2024; and
- City Council, 2nd Reading: Thursday, August 15, 2024.

The reason for the postponement is to take some additional time to address questions and comments that we heard at the in-person Bryson neighborhood meeting yesterday evening on April 23, 2024.

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Very truly yours,

A handwritten signature in blue ink that reads "Amanda Swor". The signature is fluid and cursive, with the first name "Amanda" being larger and more prominent than the last name "Swor".

Amanda Swor

CC: Justin W. Hunt, City of Leander Development Services Department *(via electronic delivery)*
Nuresh Maknojia, Euphoria Developer, LLC *(via electronic delivery)*
Amirali Maknojia, Euphoria Developer, LLC *(via electronic delivery)*



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 25, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss**

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All Commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the April 18, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak

CONSENT AGENDA: ACTION

Motion: To approve Consent Agenda Items 6 through 10.

By: Board Member May

Seconded: Board Member Oliver

Vote: 7 - 0

6. Approval of Subdivision Case FP-22-0012 regarding Bar W Ranch West Phase 10 Final Plat on six (6) parcels of land approximately 53.097 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R590364, R652645, R573683, R539735, R652644, and R654376; generally located west along Stamp Iron Avenue and Bar W Ranch Boulevard, Leander, Williamson County, Texas.

7. Approval of Subdivision Case FP-22-0032 regarding Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Final Plat on one (1) parcel of land approximately 47.61 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located west of the intersection of Travisso Parkway and Via Levanzo Road, Leander, Travisso County, Texas.
8. Approval of Subdivision Case FP-22-0037 regarding Torrente-Warr Acres Short Form Final Plat on one (1) parcel of land approximately 23.417 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031658; generally located east of the terminus of Oak Grove Road, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-23-0072 regarding Gateway 29 Final Plat on ten (10) parcels of land approximately 34.051 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R649811, R464196, R319215, R534766, R534765, R418530, R620027, R403523, R534764 and R534763; generally located at the southwest corner of SH 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 11, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing regarding Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision #1 on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

Debbie Almond had questions
James Lyons was in favor with fences.

Motion: To approve Concept Plan CP-23-0027

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 7 - 0

12. Conduct a Public Hearing and consider action regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a Mobile Food Establishment Park on one (1) parcel of land approximately 0.18 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.

No one spoke in favor or opposition of the request.

Motion: To approve Zoning Case Z-24-0107

By: Board Member Oliver
Seconded: Board Member May

Vote: 6 - 1 Board Member Moss

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres ± in size, more particularly described by Williamson Central Appraisal

District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request was Rocky Brown, 2512 Belen Dr and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone zoning case Z-24-0112 to the next May 9, 2024 P & Z meeting, so staff can work with the applicant on a Minor PUD Amendment.

By: Board Member Mahan

Seconded: Board Member Cosgrove

Vote: 7 - 0

14. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding CPA-23-0007 as described above.
- Discuss and consider action regarding Zoning Case Z-22-0023 as described above.

(This case was postponed until June 27, 2024.)

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Speaking in opposition was Joshua Raley, 724 Mallow Rd. and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone Zoning Case Z-24-0118 until the May 9, 2024 P & Z meeting to review revised PUD Notes.

By: Board Member Cosgrove

Seconded: Board Member Oliver

Vote: 7 - 0 None

REGULAR AGENDA

16. Adjournment Adjourned at 7:42 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately 6 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0113 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

09/22/2005 – Approval of the TOD Zoning
04/25/2024 – Planning & Zoning, 1st Public Hearing
05/09/2024 – Planning & Zoning, no recommendation

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the zoning request. The Planning & Zoning Commission held a public hearing during the April 25, 2024 meeting and voted to postpone action to review the updated PUD Notes following discussions during the meeting. The notes were updated to provide for revised hours of operation to 9 a.m. to 11 p.m. Friday, Saturday, and National Holidays, and 8 a.m. to 9 p.m. Sunday to Thursday, allowing for outdoor amplified sound oriented towards 183A Toll in compliance with the Noise Ordinance and limiting outdoor concerts to the western side of the property labeled as Green Space Plaza.

The Planning & Zoning Commission motioned to approve the request during the May 9, 2024 meeting, this motion failed. The Commission motioned to approve the request with a limitation on the number of outdoor events, this motion failed due to a lack of a second.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0113 Att 1 Planning Analysis - Historic Bryson Farmstead PUD
2. Z-24-0113 Att 2 Current Zoning - Historic Bryson Farmstead PUD
3. Z-24-0113 Att 3 FLU Map - Historic Bryson Farmstead PUD
4. Z-24-0113 Att 4 Public Notification - Historic Bryson Farmstead PUD
5. Z-24-0113 Att 5 Proposed Zoning - Historic Bryson Farmstead PUD
6. Z-24-0113 Att 6 Aerial Map - Historic Bryson Farmstead PUD
7. Z-24-0113 Att 7 PUD Notes & Conceptual Site Plan - Historic Bryson Farmstead
8. Z-24-0113 Att 8 Letter of Intent - Historic Bryson Farmstead PUD
9. Z-24-0113 Att 9 Neighborhood Outreach - Historic Bryson Farmstead PUD
10. Z-24-0113 Att 10 Ordinance - Historic Bryson Farmstead PUD
11. Z-24-0113 Att 11 4-25-2024 P & Z Minutes
12. Z-24-0113 Att 12 5-9-2024 P Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0113
HISTORIC BRYSON FARMSTEAD
10500 183A TOLL FR RD

GENERAL INFORMATION

Owner/Agent:	City of Leander
Current Zoning:	TOD-CD (Transit Oriented Development - Conventional Development)
Proposed Zoning:	Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial)
Size and Location:	The property is located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas, including approximately 6 acres.
Staff Contact:	Justin Hunt, Planner

APPLICANT REQUEST

The city has initiated a zoning request to change the designated zoning district in order to create the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial). The proposed development of this property will include the preservation of existing buildings that will be reused for historic interpretation and the addition of a public event space, visitor center, and Chamber of Commerce offices. The city has completed a preservation plan to provide for the preservation of the historic buildings as well as development of the site in a way that respects the history of the property.

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 3*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

This property was dedicated to the City of Leander by easement during the acquisition of right-of-way for 183A Toll Road. As part of the land dedication, the City has agreed to maintain the historic nature of the property through adopting a Preservation Plan. Part of this plan includes the adaptive reuse of the site to use the facilities as office space for the Chamber of Commerce. This project is currently labeled as CIP Project P.47.

The Planning & Zoning Commission held a public hearing during the April 25, 2024 meeting and voted to postpone action to review the updated PUD Notes following discussions during the meeting. The notes were revised to update the hours of operation to 9 am to 11 pm Friday, Saturday, and National Holidays, and 8 am to 9 pm Sunday to Thursday. The notes also now allow for outdoor amplified sound oriented towards 183A in compliance with the Noise Ordinance and limit outdoor concerts to the western side of the property labeled as Green Space Plaza.

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

	ZONING	LAND USE
NORTH	CD (Conventional Development)	Undeveloped
EAST	CD (Conventional Development)	Undeveloped
SOUTH	CD (Conventional Development)	Undeveloped
WEST	CD (Conventional Development)	Undeveloped

SURROUNDING AREA:

This property is located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway. The subject property is surrounded by the proposed Pioneer Farmstead PUD.

PHYSICAL AND NATURAL FEATURES:

This property mostly contains open space with a pond and tree coverage at the rear of the property.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 08/08/2005.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 05-Z-006 Adoption of the TOD (Transit Oriented Development) establishing this area as Conventional Development Sector and was approved on 09/22/2005.

MAJOR CORRIDORS:

This property has access onto 183A Toll Road.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes no future transportation improvements per the Transportation Master Plan.

SUBDIVISIONS:

There were no subdivision cases previously submitted for this property:

EXISTING UTILITIES:

This property has access to water and wastewater along 183A Toll Road and East San Gabriel Parkway.

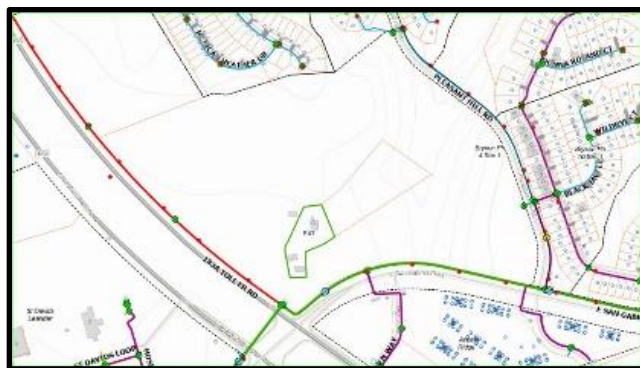


Figure 1: Water

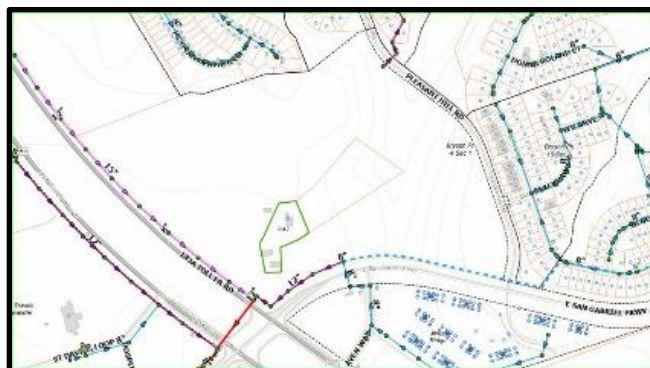


Figure 2 Wastewater

CURRENT LAND USES:

This property currently has three historic buildings on the property that are under undergoing rehabilitation by the City of Leander.

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

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

LC – LOCAL COMMERCIAL:

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE 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

- Pursue signature regional attractions, destinations, and events.

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 City Staff.

SCHEDULE:

NOTIFICATION

- 04/04/2024 - Public Notice on Hill Country News
- 04/10/2024 - Mail Notification to Property Owners within 200'
- 04/10/2024 - Public Hearing Signage Posted on Property
- 04/25/2024 - Planning and Zoning Commission Public Hearing
- 05/16/2024 - City Council Public Hearing & First Reading of the Ordinance
- 06/06/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

Notices were mailed on behalf of the City to all property owners within 200'. A neighborhood meeting was not required for this project since there are no neighborhoods or residential zoned properties within 500' of the property. Staff did conduct a courtesy meeting with the neighboring Bryson Community on March 19, 2024. This meeting was scheduled as an in person meeting, but was changed to a virtual meeting per the request of the neighborhood. Staff also participated in the meeting scheduled by the developer on April 16, 2024.

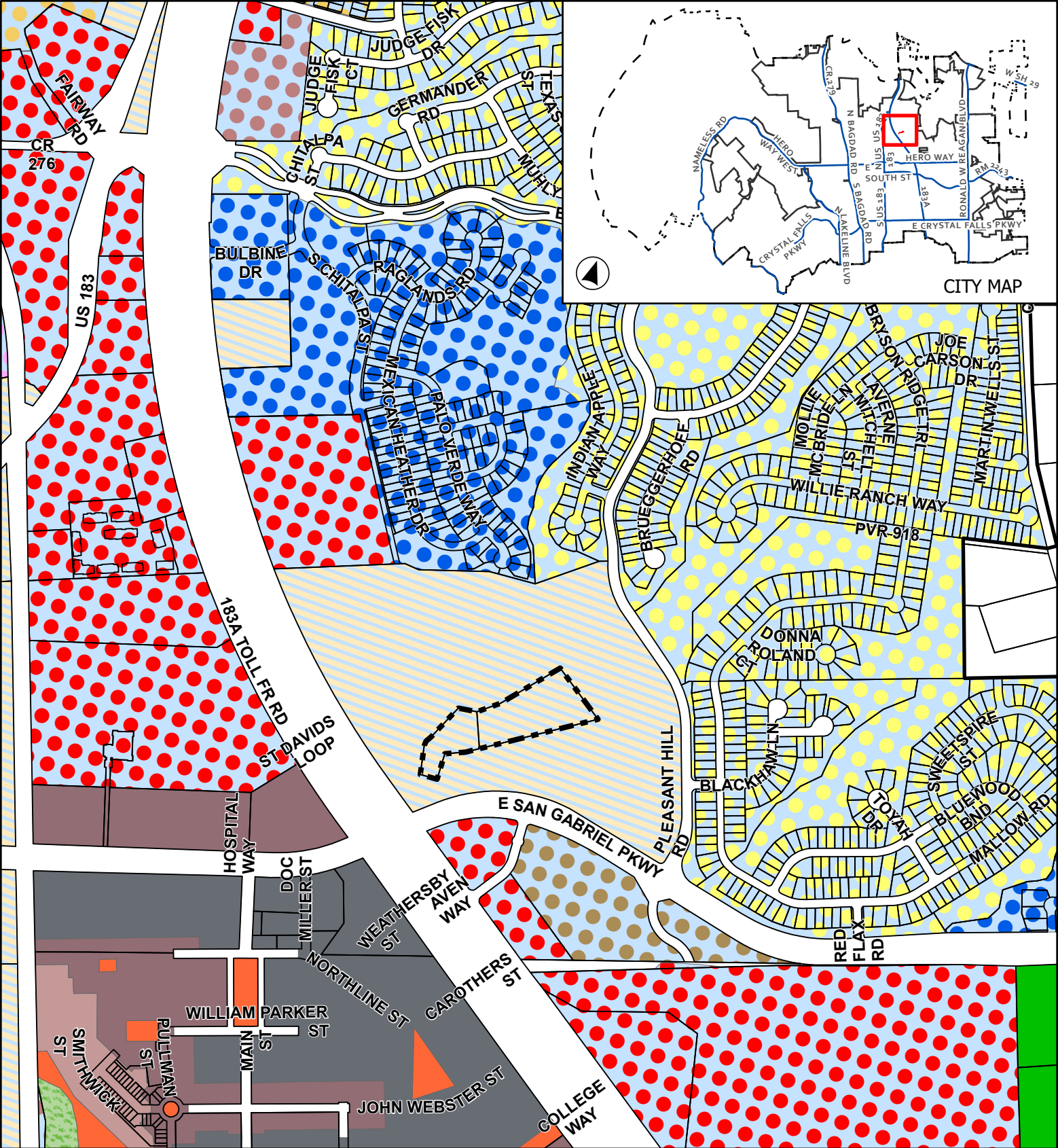
Please see the full report attached with City of Leander responses.

APPROVAL CRITERIA:

The proposed PUD calls for the preservation of the historic farmstead while allowing the property to be reused for historic interpretation, public event space, visitor center, and the Chamber of Commerce offices. Staff recommends approval of this zoning request.

This Planned Unit Development includes the following higher standards and is requesting the following waivers.

HIGHER STANDARDS	WAIVERS
Master Sign Plan	Additional uses allowed in the LC Use component
Limited hours of operation for outdoor activities	Masonry Screening Walls are not required when adjacent to residential.
Trail connectivity	Historic style farm fence/split rail
Outdoor concerts oriented towards 183A	Crushed granite overflow parking
Outdoor concerts limited to the Green Space Plaza	Interior trails not located along public ROW or required by the Transportation Master Plan may be crushed granite.



CITY MAP

CASE: Z-24-0113

ATTACHMENT 2

HISTORIC BRYSON
FARMSTEAD PUD

Current Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- PUD - Single-Family
- PUD-CH

- PUD - Multi-Family
- PUD - Mixed Use
- PUD - Local Commercial
- PUD - General Commercial
- PUD - Heavy Commercial
- OS - Open Space

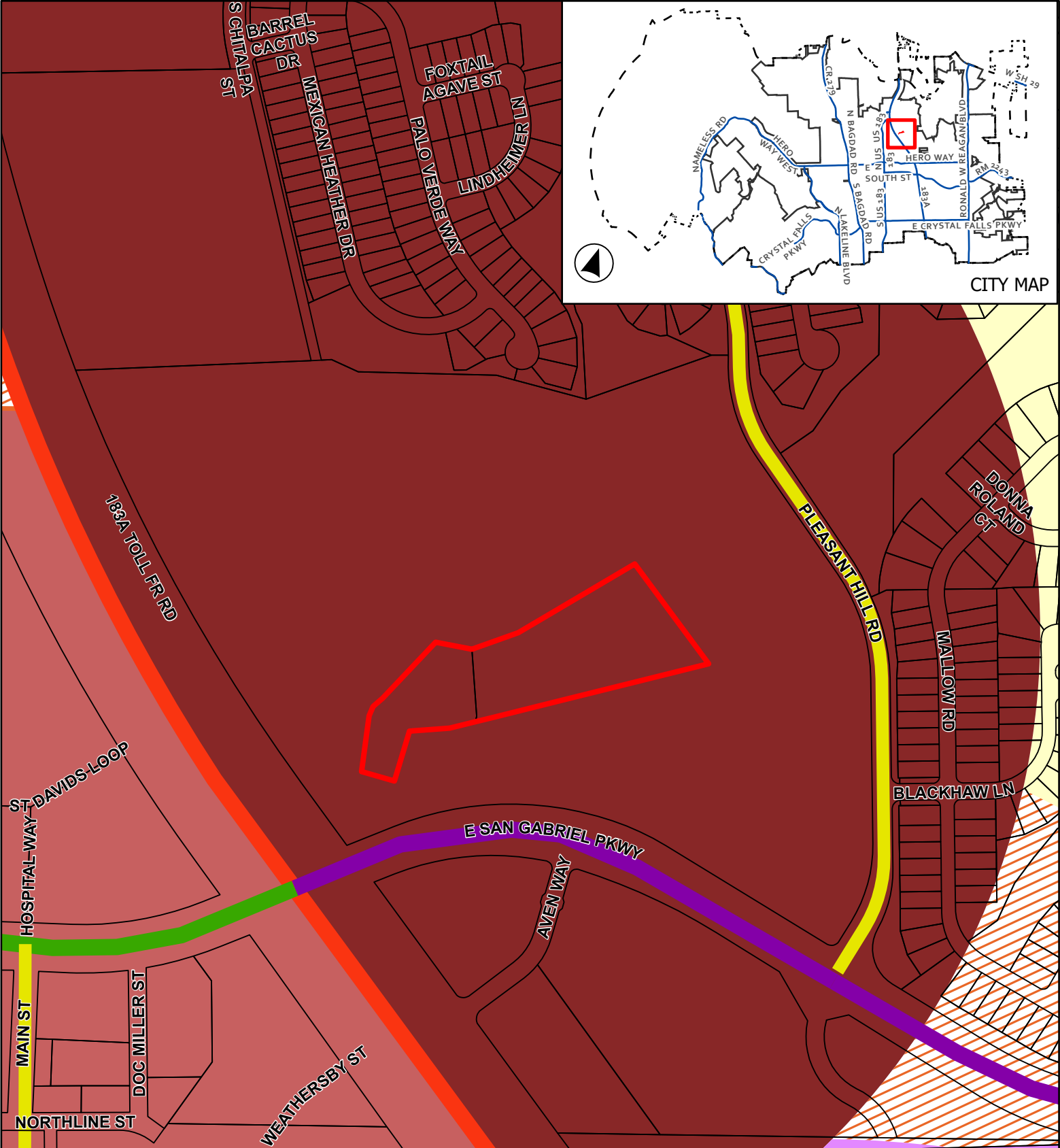
- CD - Conventional Sector
- Civic Building
- T4 - Genral Urban
- T5 - Urban Center
- T6 - Urban Core



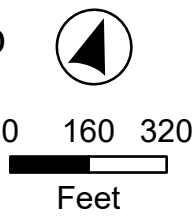
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Page 34 of 648

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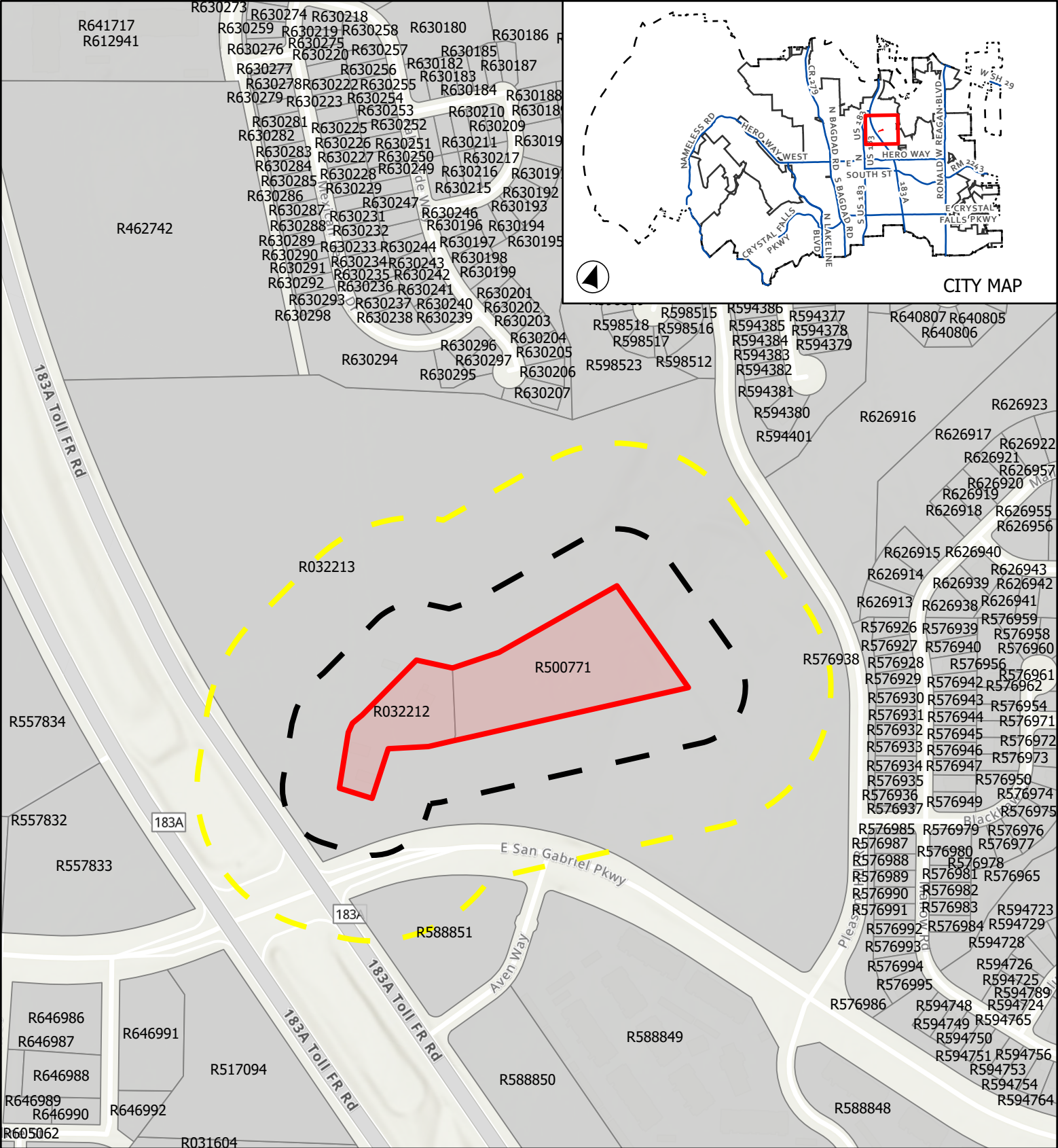
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- Leander City Limits
 - ETJ Boundary
 - Subject Boundary
- Future Land Use**
- Neighborhood Residential

- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Activity Center
- Employment Center
- Leander Central

- Thoroughfare Plan**
- Access Controlled, Existing
 - Arterial 6 Lane, Existing
 - Arterial 4 Lane, Existing
 - Collector, Existing



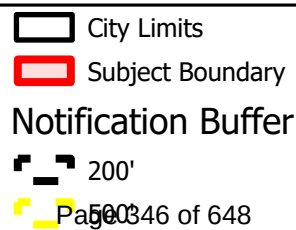
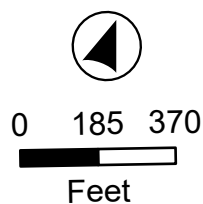
CASE: Z-24-0113

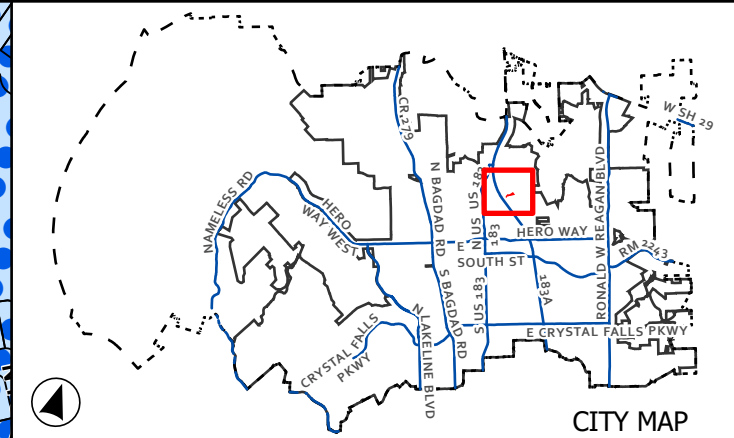
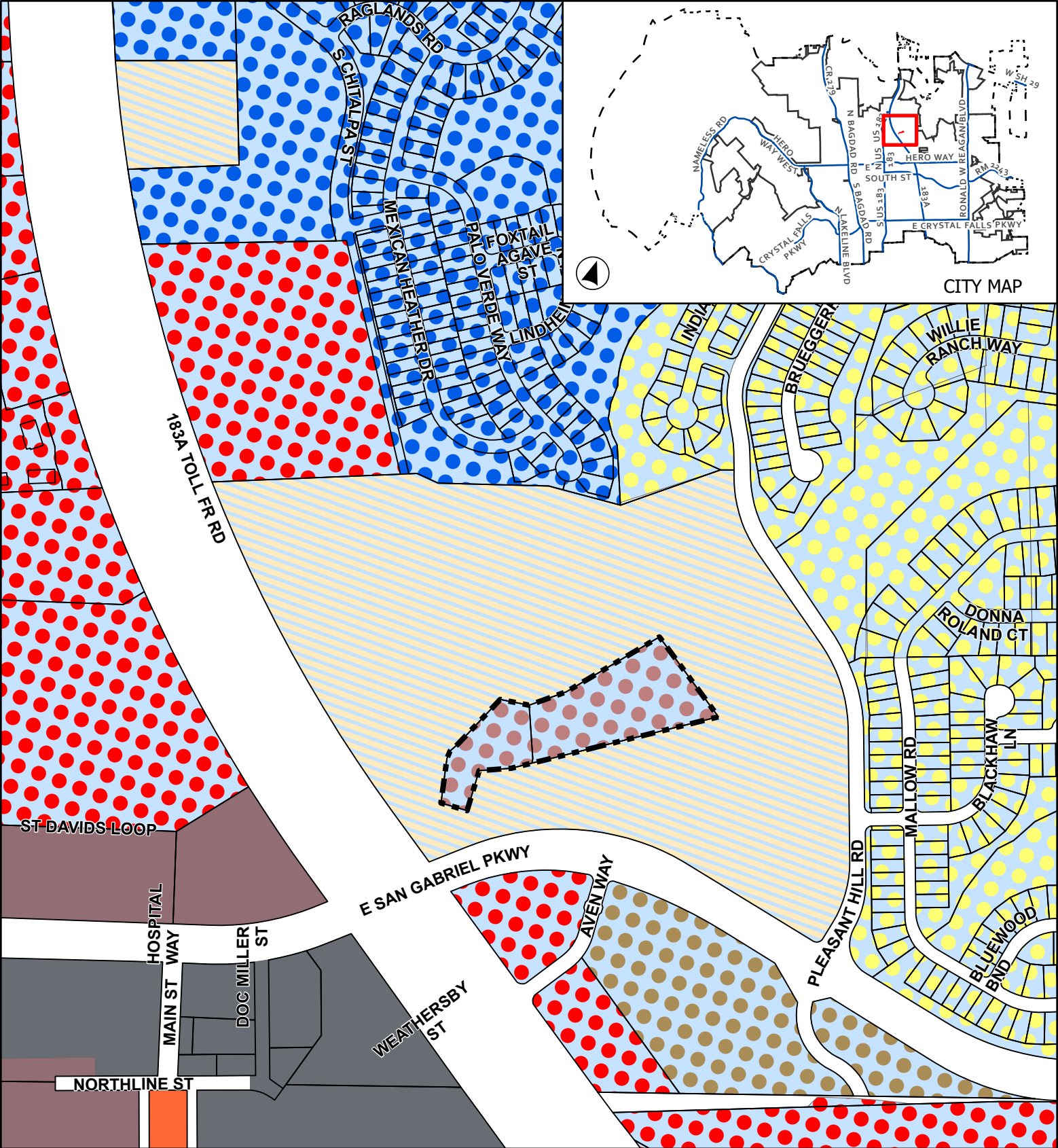
ATTACHMENT 4

HISTORIC BRYSON
FARMSTEAD PUD

Public Notification

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CITY MAP

CASE: Z-24-0113

ATTACHMENT 5

HISTORIC BRYSON
FARMSTEAD PUD

Proposed Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- PUD - Single-Family

- PUD - Multi-Family
- PUD - Mixed Use
- PUD - Local Commercial
- PUD - General Commercial

- CD - Conventional Sector
- Civic Building
- T5 - Urban Center
- T6 - Urban Core

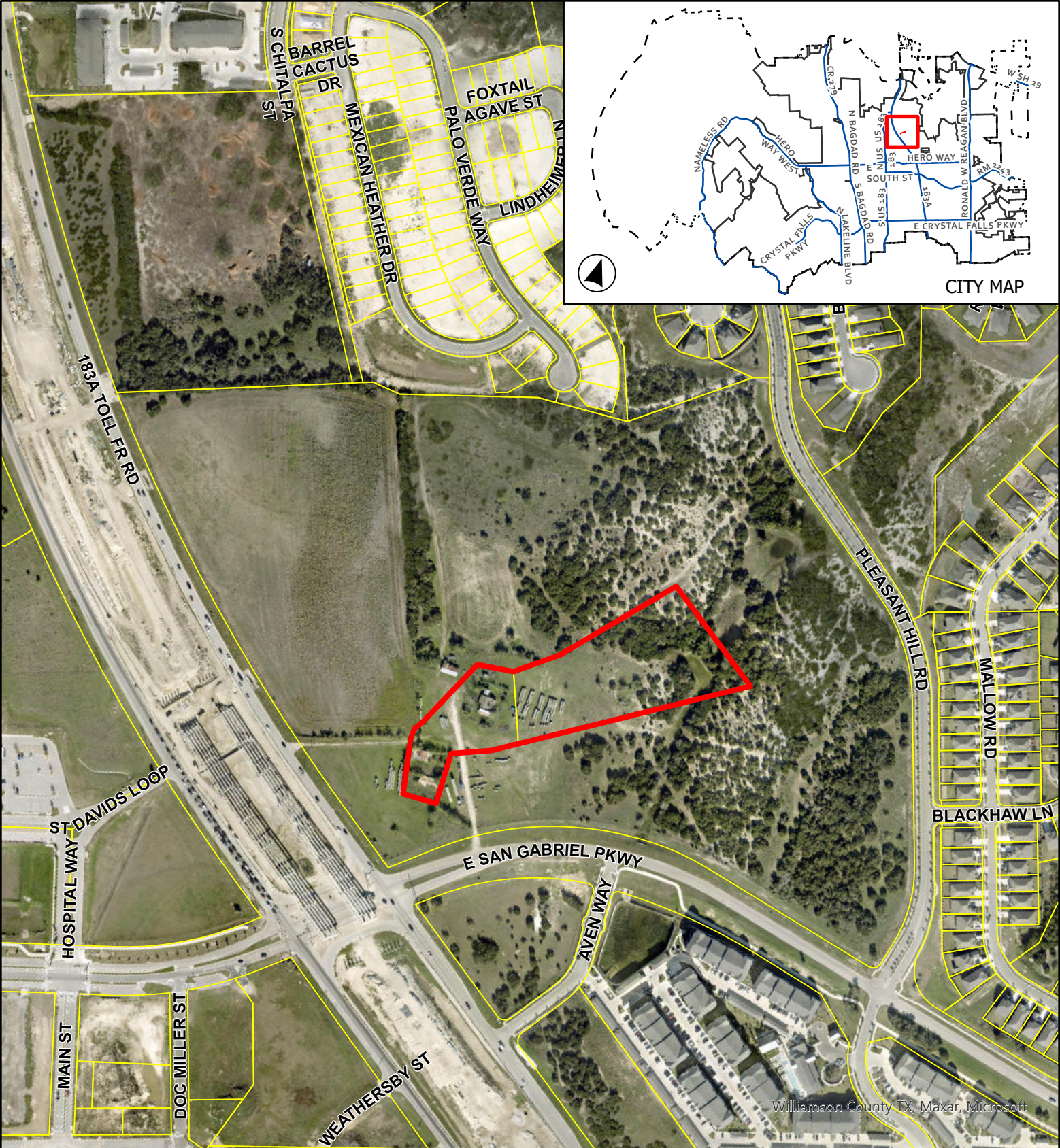


0 175 350

Page 347 of 648

Feet

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



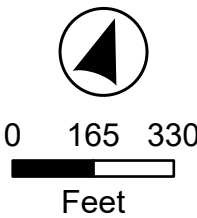
CASE: Z-24-0113

ATTACHMENT 6

HISTORIC BRYSON
FARMSTEAD PUD

Aerial Map

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- Leander City Limits
- Subject Boundary

EXHIBIT A

Historic Bryson Farmstead Planned Unit Development

A. Purpose and Intent

1. The Historic Bryson Farmstead PUD is comprised of approximately six (6) acres, as shown in Exhibit B. The development of this property includes the preservation of existing buildings that will be reused for historic interpretation and the addition of a public event space, visitor center, and chamber offices.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
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.

LC-2-A (Local Commercial)

C. Conceptual Site Layout & Land Use Plan

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

D. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted in the LC-2-A (Local Commercial) District with the addition of the following uses:
 - a. Special event space including but not limited to trade shows
 - b. Outdoor events such as farmer's markets, market days, festivals, or outdoor concerts
 - c. Outdoor historic interpretive events

E. Development Standards

1. Masonry Screening Walls not required when adjacent to residential.
2. Hours of operation for outdoor activities shall be limited to 9:00 a.m. to 11:00 p.m. Friday, Saturday and National Holidays, and 8:00 a.m. to 9:00 p.m. Sunday through Thursday.

3. Outdoor concerts shall be oriented towards 183A away from residential uses. Outdoor amplified sound may be permitted in compliance with the Noise Ordinance.
4. Outdoor concerts are limited to the western side of the property labeled as Green Space Plaza on **Exhibit C**.
5. Historic style farm fence/split rail may be used on the property.
6. A Master Sign Plan is required and may include historic farm signs.

F. Transportation

1. Trail connectivity similar to wagon trails shall be provided.
2. Crushed granite overflow parking may be provided. Required parking for everyday occupancy shall be paved.
3. Interior trails not located along public ROW or required by the Transportation Master Plan may be crushed granite.

EXHIBIT B

METES AND BOUNDS DESCRIPTION

FOR A 2.000-ACRE TRACT OF LAND SITUATED IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMNANT OF A CALLED 320.38-ACRE TRACT OF LAND DESCRIBED AS TRACT 1 IN THAT DEED TO J. SAM WINTERS AND ROY A. BUTLER RECORDED IN VOLUME 511, PAGE 54 OF THE DEED RECORDS OF SAID COUNTY, SAID 2.000-ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a iron rod found with a cap stamped SAM laying in the northeasterly line of a called 24.697 acre tract of land described in that deed to Williamson County, Texas and recorded in Document No. 2004068741 of the Official Public Records of said County, said 24.697-acre tract being a portion of U.S. 183-A, a 400-foot wide public right-of-way, said point being a point of curvature of in the right-of way line, from which the calculated intersection of the northeasterly right-of-way line of said State Highway 183-A with a southerly line of the remnant of the said 320.38-acre tract, bears S 56° 03' 40" E at a distance of 1296.50 feet;

THENCE departing the northeasterly right-of-way line of said State Highway 183-A, over and through a remnant portion of the said 320.38-acre tract, N 53° 45' 33" E for a distance of 152.89 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for the most southwesterly corner and **POINT OF BEGINNING** hereof;

THENCE continuing over and through the interior of the remnant portion of the said 320.38-acre tract, the following seven (7) courses:

- 1) N 13° 25' 00" W for a distance of 175.47 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for the most westerly northwest corner hereof,
- 2) N 31° 35' 00" E for a distance of 307.83 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for the most northerly northwest corner hereof,
- 3) N 81° 35' 00" E for a distance of 132.00 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for the most northeasterly corner hereof,

- 4) S 08° 25' 00" E for a distance of 218.50 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for the most easterly southeast corner hereof,
- 5) S 57° 35' 00" W for a distance of 165.83 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for an angle point in the easterly line hereof,
- 6) S 03° 25' 00" E for a distance of 138.40 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for the most southern southeasterly corner hereof, from which a capped iron rod stamped ZWA was found at a point of curvature in the apparent northerly right-of-way line of Williamson County Road 276, a variable width public right-of-way described in Document No. 2006066934 of the Official Public Records of said County;
- 7) S 86° 35' 00" W for a distance of 151.60 feet to the POINT OF BEGINNING and containing 2.000-acres of land.

Bearings described herein are based on the NAD-83, HARN 93, Texas State Plane Coordinate System, Central Zone No. 4203.

Surveyed under the direct supervision of the undersigned during June, 2008.

William A. Forshey 6/4/08

William A. Forshey
Registered Professional Land Surveyor No. 5097
Baker-Aicklen & Associates, Inc.
405 Brushy Creek Road
Cedar Park, Texas 78613
(512) 260-3700

Job No.: 1801-3-001-20

Filename: W:\PROJECTS\BRYSON FARMSTEAD\CONTRACT 1 - 2 ACRES.DOC



WILLIAM A. TURNER
NICK'S STORES, INC. 1000-1010 14th ST. N.W. WASHINGTON, D.C. 20004

	ANTENNA ON MAST
	OVERHEAD UTILITY LINE
	GUY WIRE
	CHAIN LINK FENCE
	WOOD FENCE
	WIRE FENCE
	IRON FENCE

TRACT 3
4,000 AC. TRACT

DATE: JAN 6 1964
FOR WFL: 10-10-64
BY: WFL
PAGE 3 OF 2

METES AND BOUNDS DESCRIPTION

FOR A 4.000-ACRE TRACT OF LAND SITUATED IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMNANT OF A CALLED 320.38-ACRE TRACT OF LAND AS DESCRIBED AS TRACT 1 IN THAT DEED TO J. SAM WINTERS AND ROY A. BUTLER RECORDED IN VOLUME 511, PAGE 54 OF THE DEED RECORDS OF SAID COUNTY, SAID 4.000-ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a iron rod found with a cap stamped ZWA laying in the northerly line of Williamson County Road 276, a variable width public right-of-way recorded in Document No. 2006066934 of the Official Public Records of said County, said point being a point of curvature in the right-of way, from which the calculated intersection of the northerly line of County Road 276 with the northeasterly right-of-way line of said State Highway 183-A, a 400-foot wide public right-of-way described in Document No. 2004068741 of the Official Public Records of said County, and also laying on a southwesterly line of a remnant of the said 320.38-acre tract, bears S 48° 13' 49" W at a distance of 152.34 feet;

THENCE departing the northerly right-of-way line of said County Road 276, over and through a remnant portion of the said 320.38-acre tract, N 15° 37' 15" E for a distance of 368.80 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for the most southwesterly corner and **POINT OF BEGINNING** hereof, said point also being the most easterly southeast corner of Tract 1, a 2.000-acre tract;

THENCE continuing over and through the interior of the remnant portion of the said 320.38-acre tract, the following four (4) courses:

- 1) N 08° 25' 00" W for a distance of 218.50 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for the most northwesterly corner hereof said point also being the most northeasterly corner of said Tract 1;
- 2) N 41° 35' 00" E for a distance of 522.90 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for the most northeasterly corner hereof;
- 3) S 58° 25' 00" E for a distance of 382.45 feet to a 1/2-inch iron rod with a Baker-Aicklen cap set for the most southeasterly corner hereof, from which a iron rod found with a cap stamped

ZWA, laying at a point of curvature in the northerly line of Williamson County Road 276, bears S 19° 14' 28" W at a distance of 554.57 feet;

- 4) S 57° 35' 00" W for a distance of 759.17 feet to the **POINT OF BEGINNING** and containing **4.000-acre** of land.

Bearings described herein are based on the NAD-83, HARN 93, Texas State Plane Coordinate System, Central Zone No. 4203.

Surveyed under the direct supervision of the undersigned during June, 2008.

William A. Forshey 6/04/08

William A. Forshey

Registered Professional Land Surveyor No. 5097

Baker-Aicklen & Associates, Inc.

405 Brushy Creek Road

Cedar Park, Texas 78613

(512) 260-3700

Job No.: 1801-3-001-20

Filename: W:\PROJECTS\BRYSON FARMSTEAD\DOC\TRACT 3 - 4 ACRES.DOC



LEGEND

- 1/2" IRON ROD FOUND
- IRON ROD WITH CAP FOUND
- ▲ NAIL WITH "BAKER-AUGER" WASHER SET
- 1/2" IRON ROD WITH "BAKER-AUGER" CAP SET
- # UTILITY POLE
- ≡ LIGHT POLE
- ⊥ FAUCET
- ANTENNA ON MAST
- OVERHEAD UTILITY LINE
- GUY WIRE
- CHAIN LINK FENCE
- WOOD FENCE
- WIRE FENCE
- IRON FENCE

WILLIAM MURPHY
INSTRUCT NO 457
WILLIAMSBURG COUNTY, TEXAS

PROJ. = 850.00' NAD=17.11" CH= 57.15-05" CH= N 64°49'53" E = 608.32'
 2ND. = 308.88' NAD=16.88" CH= 30°16'21" CH= S 64°38'44" E = 625.25'

[illegible]

BAYER **AGENCY**
C. ASSOCIATES, INC.
New York • Los Angeles • San Francisco

SITE ACCESS & PARKING PROS AND CONS

PROS

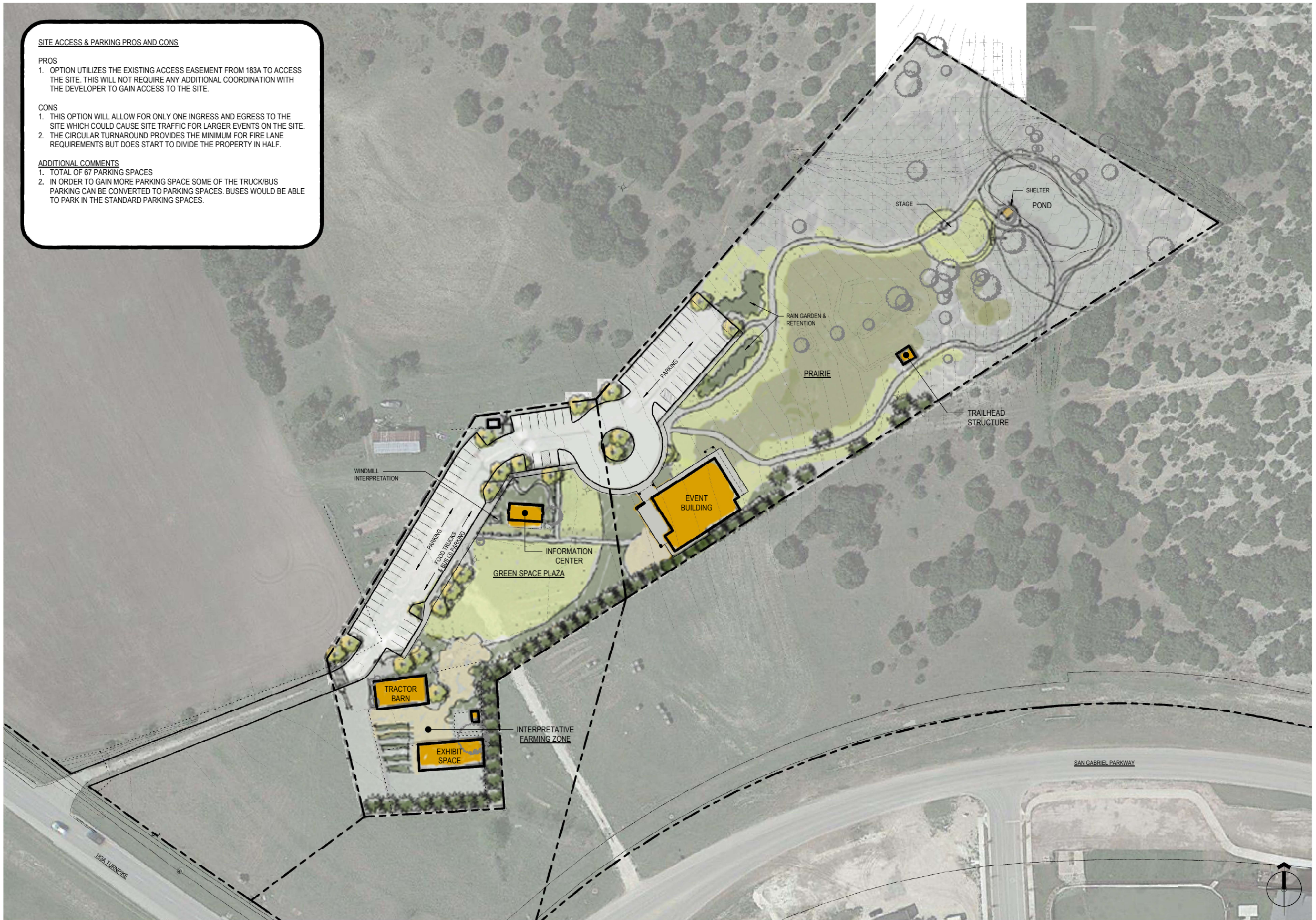
1. OPTION UTILIZES THE EXISTING ACCESS EASEMENT FROM 183A TO ACCESS THE SITE. THIS WILL NOT REQUIRE ANY ADDITIONAL COORDINATION WITH THE DEVELOPER TO GAIN ACCESS TO THE SITE.

CONS

1. THIS OPTION WILL ALLOW FOR ONLY ONE INGRESS AND EGRESS TO THE SITE WHICH COULD CAUSE SITE TRAFFIC FOR LARGER EVENTS ON THE SITE.
2. THE CIRCULAR TURNAROUND PROVIDES THE MINIMUM FOR FIRE LANE REQUIREMENTS BUT DOES START TO DIVIDE THE PROPERTY IN HALF.

ADDITIONAL COMMENTS

1. TOTAL OF 67 PARKING SPACES
2. IN ORDER TO GAIN MORE PARKING SPACE SOME OF THE TRUCK/BUS PARKING CAN BE CONVERTED TO PARKING SPACES. BUSES WOULD BE ABLE TO PARK IN THE STANDARD PARKING SPACES.



SITE ACCESS & PARKING PROS AND CONS

PROS

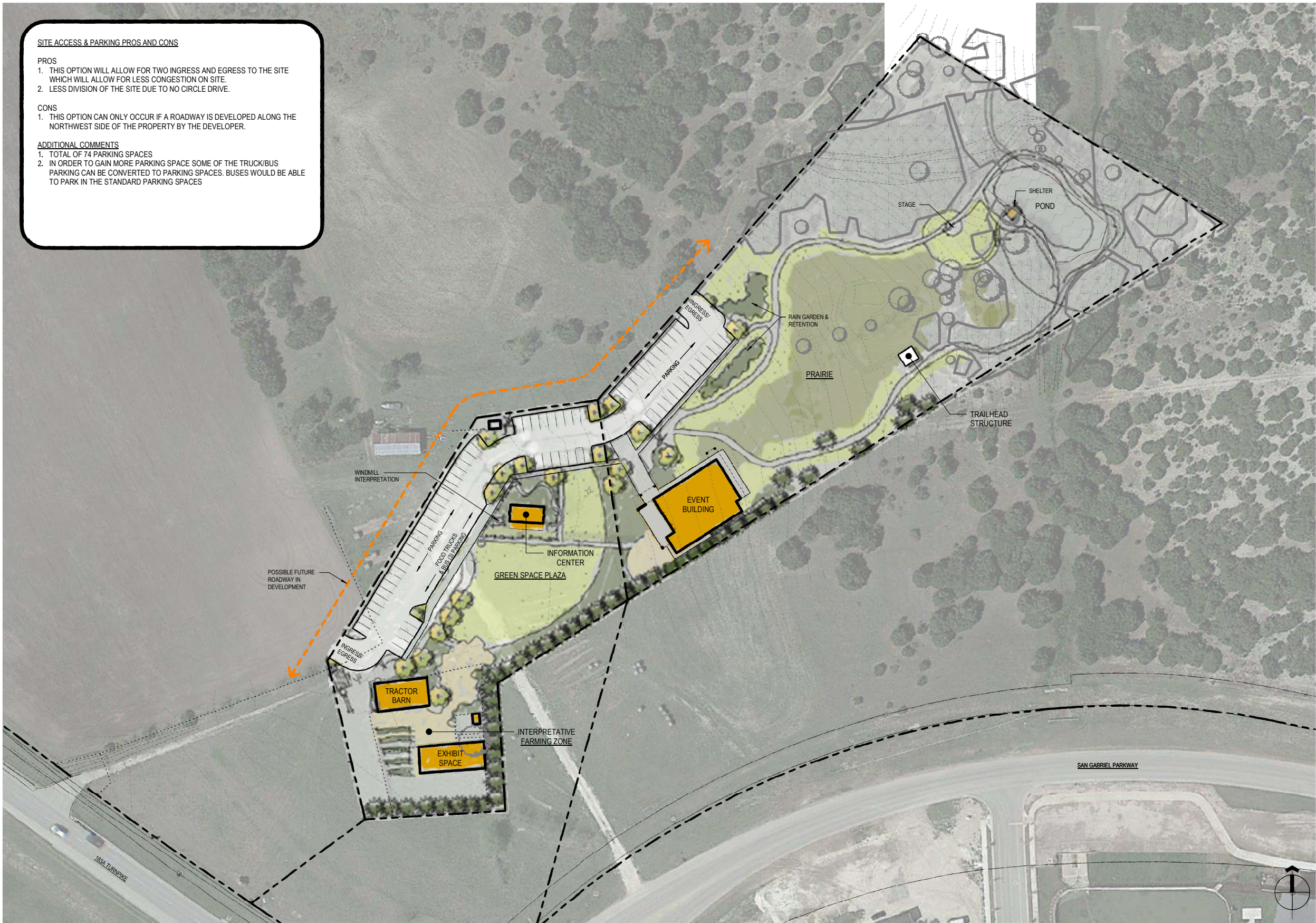
1. THIS OPTION WILL ALLOW FOR TWO INGRESS AND EGRESS TO THE SITE WHICH WILL ALLOW FOR LESS CONGESTION ON SITE.
2. LESS DIVISION OF THE SITE DUE TO NO CIRCLE DRIVE.

CONS

1. THIS OPTION CAN ONLY OCCUR IF A ROADWAY IS DEVELOPED ALONG THE NORTHWEST SIDE OF THE PROPERTY BY THE DEVELOPER.

ADDITIONAL COMMENTS

1. TOTAL OF 74 PARKING SPACES
2. IN ORDER TO GAIN MORE PARKING SPACE SOME OF THE TRUCK/BUS PARKING CAN BE CONVERTED TO PARKING SPACES. BUSES WOULD BE ABLE TO PARK IN THE STANDARD PARKING SPACES





March 4, 2024

City of Leander
Planning & Zoning Commission
P.O. Box 319
Leander, Texas 78646-0319

Re: Z-24-0113 History Bryson Farmstead PUD Letter of Intent

The purpose in this correspondence is to request a zoning change for two (2) parcels of land totaling six (6) acres and owned by the City of Leander. This property is located at 10500 183A Toll Road and is mostly open land to the front with heavy tree coverage in the rear. There are multiple registered historic buildings on the property and other historic features including trails located on the property.

The request includes changing the current zoning of CD (Conventional Development- Smart Code) to create the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial). The proposed development of this property will include the preservation of existing buildings that will be reused for historic interpretation and the addition of a public event space, visitor center, and Chamber of Commerce offices.

The city has completed a preservation plan to provide for the preservation of the historic buildings as well as development of the site in a way that respects the history of the property.

If you have any questions, please let me know.

Justin Hunt

Planner

City of Leander
PO Box 319
Leander, Texas 78646
512-528-2751
planning@leandertx.gov



APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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

City staff did conduct a courtesy meeting with the neighboring Bryson Community on March 19, 2024. This meeting was scheduled as an in person meeting, but was changed to a virtual meeting per the request of the neighborhood. In this meeting the project specifics were discussed. Specifics to the meeting, including questions, and COL responses are attached in a separate sheet. Staff also participated in the meeting scheduled by the developer on April 16, 2024.

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

Bryson Community HOA was notified. Board members of the HOA and residents of the community.

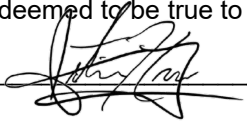
3. What concerns were raised during these communications?

Neighborhood meeting questions and answers have been attached in a separate document included under attachment #9.

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

There would be no amplified sound.

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

Signature:  Date 04/19/2024

Neighborhood Meeting Questions and Answers

Below, please find a list of the questions that were presented during the meeting as well as emailed to the city. After the meeting, the city updated the zoning request to clarify that amplified sound is not permitted as an outdoor use.

MEETING QUESTIONS

- 1. What are the proposed uses?**
 - a. COL Response: This project includes preservation of the Historic Bryson Farmstead, added interpretive uses, trails, adding the Chamber of Commerce facilities, and outdoor events including festivals, farmers' markets, and outdoor music.
- 2. How will the property be accessed?**
 - a. COL Response: Currently, the city has an easement to allow access to 183A Toll Rd. When the adjacent property develops, the city will have access to any surrounding roads.
- 3. How will overflow parking be handled?**
 - a. COL Response: This site will contain parking to support the day to day uses as well as provide onsite overflow parking during special events. Parking will not be provided for this property within the Bryson Neighborhood.
- 4. What is the timing of the completion of San Gabriel Pkwy connecting to Ronald W Reagan Blvd?**
 - a. COL Response: The city anticipates that the complete San Gabriel Pkwy extension will occur in the Summer of 2027. This estimate may change depending on project cost and coordination with the County with regards to other planned improvements to Ronald W. Reagan Blvd.
- 5. The timing of the traffic light at San Gabriel Pkwy and 183A has changed recently and the timing is causing traffic issues.**
 - a. COL Response: Public Works will reach out to CTRMA to confirm any changes and if there are any issues.
- 6. Why is the city allowing more residential with all of the water concerns?**
 - a. COL Response: The city has adopted a water resolution to discourage new residential zoning requests with lots less than 70 feet wide. Here is a link with more information: <https://www.leandertx.gov/790/BCRUA-pipeline-repair-shutdown-expected-> The water resolution can be found at the bottom of the page. The city cannot stop the developer from applying for a zoning change. We have notified the developer that staff is not supportive of additional residential zoning at this density.
- 7. What is the timing of the project?**
 - a. COL Response: The city is currently working on maintaining and restoring the historic structures. Our next step is to start the platting process and site development.
- 8. Will the residents of Bryson have prioritized access to the facilities?**
 - a. COL Response: No, they will not have prioritized access.

EMAILED QUESTIONS

- 1. Can you please specify whether amplified music will be allowed outdoors on the property including the event center? If so, what will be the frequency and times of day that this will be allowed?**
 - a. COL Response: We have added clarification to the PUD Notes to prohibit amplified music outdoors.
- 2. Will the event property be held to the residential or the commercial city noise limits?**
 - a. COL Response: It will be required to comply with the commercial standards.
- 3. Also, I see that the noise ordinance for the city allows for exceptions for special events. Will there potentially be special events that would be allowed an exemption from the noise limits currently approved?**
 - a. COL Response: It is possible that a special event permit could be considered in the future. This permit would not override the zoning that prohibits amplified sound.
- 4. Finally, what type of screening will be included in the development to mitigate the impact of noise on residents surrounding the development?**
 - a. COL Response: The developer agreed to a screening wall in the Zoom Meeting on 04/15.

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 HISTORIC BRYSON FARMSTEAD PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-2-A (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including six (6) acres $\pm$; being more particularly described in Exhibit "B"; generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway; identified by Williamson Central Appraisal District tax identification number R032212 and R500771; more particularly described in Instrument Number 2019114917; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Historic Bryson Farmstead (Planned Unit Development) with the base zoning district of LC-2-A (Local 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 16th May, 2024.

FINALLY PASSED AND APPROVED on this the 6th day of June, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 25, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss**

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All Commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the April 18, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak

CONSENT AGENDA: ACTION

Motion: To approve Consent Agenda Items 6 through 10.

By: Board Member May

Seconded: Board Member Oliver

Vote: 7 - 0

6. Approval of Subdivision Case FP-22-0012 regarding Bar W Ranch West Phase 10 Final Plat on six (6) parcels of land approximately 53.097 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R590364, R652645, R573683, R539735, R652644, and R654376; generally located west along Stamp Iron Avenue and Bar W Ranch Boulevard, Leander, Williamson County, Texas.

7. Approval of Subdivision Case FP-22-0032 regarding Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Final Plat on one (1) parcel of land approximately 47.61 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located west of the intersection of Travisso Parkway and Via Levanzo Road, Leander, Travisso County, Texas.
8. Approval of Subdivision Case FP-22-0037 regarding Torrente-Warr Acres Short Form Final Plat on one (1) parcel of land approximately 23.417 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031658; generally located east of the terminus of Oak Grove Road, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-23-0072 regarding Gateway 29 Final Plat on ten (10) parcels of land approximately 34.051 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R649811, R464196, R319215, R534766, R534765, R418530, R620027, R403523, R534764 and R534763; generally located at the southwest corner of SH 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 11, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing regarding Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision #1 on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

Debbie Almond had questions
James Lyons was in favor with fences.

Motion: To approve Concept Plan CP-23-0027

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 7 - 0

12. Conduct a Public Hearing and consider action regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a Mobile Food Establishment Park on one (1) parcel of land approximately 0.18 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.

No one spoke in favor or opposition of the request.

Motion: To approve Zoning Case Z-24-0107

By: Board Member Oliver
Seconded: Board Member May

Vote: 6 - 1 Board Member Moss

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres ± in size, more particularly described by Williamson Central Appraisal

District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request was Rocky Brown, 2512 Belen Dr and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone zoning case Z-24-0112 to the next May 9, 2024 P & Z meeting, so staff can work with the applicant on a Minor PUD Amendment.

By: Board Member Mahan

Seconded: Board Member Cosgrove

Vote: 7 - 0

14. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding CPA-23-0007 as described above.
- Discuss and consider action regarding Zoning Case Z-22-0023 as described above.

(This case was postponed until June 27, 2024.)

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Speaking in opposition was Joshua Raley, 724 Mallow Rd. and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone Zoning Case Z-24-0118 until the May 9, 2024 P & Z meeting to review revised PUD Notes.

By: Board Member Cosgrove

Seconded: Board Member Oliver

Vote: 7 - 0 None

REGULAR AGENDA

16. Adjournment Adjourned at 7:42 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 9, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss**

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the May 2, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda items 6 through 10

By: Board Member May

Seconded: Board Member Calame

Vote: 7 - 0 None

6. Approval of Subdivision Case PP-22-0003 regarding Greenlight Village Preliminary Plat on two (2) parcels of land approximately 14 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; generally located on the south side of Hero Way West, approximately 1,400 feet west of Broade Way, Leander, Williamson County, Texas.

7. Approval of Subdivision Case PP-23-0048 regarding Hwy 29 Commercial Subdivision Preliminary Plat on one (1) parcel of land approximately 50.64 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032262; generally located south of SH 29, approximately 1,300 feet west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
8. Approval of Subdivision Case FP-23-0088 regarding Williams Tract Final Plat on four (4) parcels of land approximately 14.038 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R315744, R031687, R099947, R031690 ; generally located 430 feet to the north of the intersection of Waterfall Ave. and CR 279, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-21-0006 regarding Rosenbusch Ranch Phase 3 Final Plat on one (1) parcel of land approximately 34.696 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R654110; generally located northwest of the intersection of Vista Ridge Drive and Alta Vista Drive, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 25, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Subdivision Case FP-23-0055 to consider the replat of Lots 37, 38, and 39, Hidden Mesa Subdivision as Crystal Mesa Cove Two Final Plat on three (3) parcels of land approximately 10.339 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, and 354050; and generally located to the southwest of the intersection of on the west of High Lonesome and CR 290, Leander, Travis County, Texas.

- Discuss and consider action on Subdivision Case FP-23-0055 as described above.

No one spoke in favor or opposition of the request.

Motion to approve the Final Plat FP-23-0055

By: Board Member Cosgrove

Seconded: Board Member Moss

Vote: 7 - 0 None

12. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0065 to amend the current zoning of PEC PUD (Planned Unit Development) to change the zoning to GC-2-C (General Commercial) on one (1) parcel of land approximately 12.405 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R623019; and legally described as Lot 1, Block A, PEC Data Center, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0065 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0065

By: Board Member Oliver

Seconded: Board Member Calame

Vote: 7 - 0 None

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0091 to amend the current zoning of PEC PUD (Planned Unit Development) to adopt the North Creekside Commons Minor PUD (Planned Unit Development) with the base zoning of GC-2-A (General Commercial) on a portion of the original PUD, on two (2) parcels of land approximately 14.88 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031359 and R635253; and generally located 850 feet to the southeast of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0091 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0091

By: Board Member Lantrip

Seconded: Board Member Mahan

Vote: 7 - 0 None

14. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0019 to amend the Composite Zoning Ordinance to update definitions, add uses and create criteria for Vape Shops, Smoke Shops and Cosmetic Services, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0019 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Ordinance Case OR-24-0019 with the change to allow Vape Shops and Smoke Shops in the GC (General Commercial) use component, prohibiting in the LC (Local Commercial) use component - Discussion occurred.

By: Board Member Mahan

Seconded: Board Member Moss

Vote: 5 - 2 Board Member Cosgrove, Board Member Calame

REGULAR AGENDA

15. Discuss and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Motion to approve Zoning Case Z-24-0112

By: Board Member May
Seconded: Board Member Mahan

Vote: 7 - 0 None

16. Discuss and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request: see attachment

Spoke in opposition of the request:
Laura Marques 724 Mallow Rd
Venkata Bharath Kumar Reddy Chamala 912 Mallow Rd
Joshua Raley 724 Mallow Rd

Motion to approve Zoning Case Z-24-0113 - Discussion occurred

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 3 - 4 Board Member May, Board Member Moss, Board Member Lantrip, Board Member Calame

Motion failed

Motion to approve Zoning Case Z-24-0113 with an update to the PUD notes to provide a limit of main stage concerts at a maximum of once per quarter.

By: Board Member Calame
Seconded: None

Motion failed due to lack of a second

17. Adjournment Adjourned at 7:27 p.m.

APPROVED

CHAIR

ATTEST:

ITEM 16 (Z-24-0113) POSITION READ INTO RECORD - AGAINST

First Name	Last Name
Sai krishna	Sirimulla
Kutbuddin	Bori
Rajkishore	Patra
Nirali	Patel
Suman	Gudooru
Chintan	Shah
Suresh	Polisetti
Saroja	Velamati
Phaneendra	Vankadara
Chitresh	Saxena
Ritika	Jain
Shridhar	Mallajosula
Samatha	K
Bharat K	Vykuntam
Navya	Atham
Vagdevi	Varanasi
Karthik	Kandukuri
Apoorva	Marri
Tharun Anand Reddy	Sure
Manasa	Edavalli
Venkata Naga Siva	Seelam
Rajender	Shanigaram
Naga Veera	Boorla
Sathwik Reddy	Kotha
Yamini	Munaga
sasank	kalluri
Nidhi	Mehta
Yamini	Munaga
Anvesh	Chikulapalli
Kartik	Patel
Varun Chowdary	Vejella
Kiran Teja	Settipalli
Pramod	Haralahalli Manjappa
Himanshu	Dhami
Krishna	Dhanekula
Ramyakrishna	Vairagyam
Krishna Chaitanya	Prati
Rohit	Gupta
pradyut	madhavaram
Veera	Macharla
Shikha	Sharma

Srujan	Seelamanthula
Nitish	Paliwal
Ananda Kumar	Halvagalu
Sathishkumar	Ganesan
Arun	Vuyala
Anilkumar	Narlinga
Vikas	Kumar
Balamurugan	Muthusamy
Arun	Singaraju
Harshavardhan	Gavini
Vinaykrishnan	Menon
Nishtha	Adroja
Tanuja	Kambham
Shubham	Kumbhalkar
Suneel	Tikkavarapu
Manasa	Velamati
ujjwal	Kant
Pavan Kumar	Konnepati
Tushar	Nayak
Ibrahim	Jabbar
Shruti	Pujari
Abhishek	Agrawal
Sunny	Kathuria
Mounika	Tadanki
Kala	Sampat
Geetanjali	Rana
Kavya	jasti
Prasad chowdary	Sadineni
Nidhi	Mehta
Chandra	Shastri
NAMRATHA	VEMURI
Ravichandra	Rama
Devendra	Singh
Saavan	Patel
Vinay Kumar	Kalva
Vamsee	Pamidimukkala
Jin	Kang
Monil	Patel
Jahanzeb	Hashmi
Rahul	Ghantasala
Vaishali	mahavratayajula
Ranjith	Varadarajan
Sanket	Borhade
Snehal	Desavale

Jinali	Goradia
Sunil	Patel
Nirmit	Shah
Ajesh Raju	Pujari
Anuradha	Amabti
Sudheer	Vankayala
Santhosh kumar	Vankayalapati
GAURAV	MEROTHIYA
Rambabu	Dama
Venkata Sudheer	Manuri
RAM KAMAL SHOURIE	BODDUPALLI
Chandrika	Patel
Rajitha	Nyalakanti
Akhil	Eluri
Krishna	Kommineni
Ritesh	Bantiya
Nitin	Patidar
Bharat	Kallem
Madhukarreddy	Pappireddy
Mounika	Nalajala
Sukesh	Kumar
CHENDRA	BAYYARAM
Ajay	P
Mahendher	Bargadi
Harshini	Gadige
Vidyasagar	Panchanahalli Shivakumar
Rajyalakshmi	Kunapuli
Abha	Vaidya
Sanjay	Vaidya
Divya	Meda
Madhulatha	Pareddy
Govardhan	Chilveri
Vineela	Gavuji
Rabia	Batool
Parth	Raskapur
Pawan	Shrivastava
Maruthi	Godishala
Nikki	Ajmera
Aparna	Prati
Ashwin	Dakappagari
Sirichandana	Mupparaju
Nirmaltej	Jaldu
CHANDRA	GUNTAKANDLA
Krishna Veni	Nomula

Lakshmi Himaja	Mekala
Yogananda Kishore	Yalugoti
Sampath Kumar	Kunapareddy
Sathwik Reddy	Kotha

ITEM 16 (Z-24-0113) WRITTEN COMMENTS

First Name	Last Name	My position	My written comments
Vamsee	Pamidimukkala	I am AGAINST this item.	Concerts held near residential areas can lead to traffic congestion, noise disturbances, and safety issues. I am particularly concerned about the potential noise and safety hazards. My home is situated one mile away from a railway track, yet I can distinctly hear the train horn, which measures between 90 to 100 decibels, indicating the significant impact of noise even at this distance. With the proposed open concert venue being only 0.4 miles from my residence, it is evident that the Bryson community and neighboring houses/apartments will be greatly affected. Moreover, considering the upcoming toll road extension and development of the Northline, the noise from the concert is expected to intensify. These events often attract individuals under various influences, and with a trail connecting to the Bryson community trail, there are heightened concerns regarding the security of Bryson residents. Please consider these comments and also i suggest the city to please let the public know about the concert timings cutoffs and how city will gauge and regulate excessive noise.
Jin	Kang	I am AGAINST this item.	Hello, Thank you for reading my comments. Our neighborhood on Indian Apple way will be affected by the event centers noise pollution. We're already bothered by trains blowing their horn every night. Now the city is proposing to build an event center without adding noise protection verbiage in the PUD for the residents that will be most negatively affected. I can get behind a facility to enrich the community but I ask that you consider and protect the people that will be most affected by this plan. Thank you.
Jahanzeb	Hashmi	I am AGAINST this item.	I am strongly against this proposal. This will be a nightmare for the neighborhood due to noise, security concerns, added traffic, and overall disturbance to the quite life at Bryson. Iâ€™m voting strongly against this development.
Rahul	Ghantasala	I am AGAINST this item.	This will create noise pollution also makes our community less safer as it attracts more people especially during nights
Vaishali	mahavratayajula	I am AGAINST this item.	The current proposal not only contributes to noise pollution to residents in my street and me but also overall contributes to less security and safety for residents with lot of traffic and commuters accessing close proximities to community. It is not adding any additional benefit to community as we already have community center for small gatherings for residents. I do not intent to sacrifice peace of mind and safety owing to this proposal .. I vote is to against the proposal
Ranjith	Varadarajan	I am AGAINST this item.	As a resident of Bryson, I vehemently oppose the plan to have outdoor concert area and any type of amplified sound. This is right next to a residential community. Studies have shown that prolonged exposure of sounds greater than 70 decibel can cause hearing loss. Most studies show that prolonged exposure of sounds greater than 85 decibel will cause hearing loss. City will be sued if outdoor concert is permitted next to a residential area, even after all the opposition. No sounds greater than 70db should be allowed and 9 pm cutoff time for all outdoor activities.

Sanket	Borhade	I am AGAINST this item.	I recently moved to bryson ridge trl within bryson community. I have house in travis county but moved here for some quite neighborhood and green belts. I am in opposition add open amplified theatre area. I have concerns for noise impact, increased traffic, overflow parking for large events, and water impacts. Please consider this as my family's opposition since our home purchase seems to be waste for some quite neighborhood with less traffic.
Snehal	Desavale	I am AGAINST this item.	I have concerns for loud sound and noise. This will be really bad for our community where I want and like quite neighborhood. I am completely against as it will attract unwanted people around the neighborhood with no check without community being gated.
Jinali	Goradia	I am AGAINST this item.	This will cause a lot of nuisance and noise around the neighborhood. I live on the street right behind this - Willie Ranch Way and this is going to affect our living condition.
Sunil	Patel	I am AGAINST this item.	Having an outdoor concert hall adjacent to a master-planned neighborhood with young families could present several negative aspects: 1. Noise Pollution: Concerts can generate loud noises that disturb the peace and quiet of the neighborhood, especially during late hours. This can disrupt sleep patterns, cause stress, and affect the well-being of young children. 2. Traffic Congestion: Concert events may attract large crowds, leading to increased traffic in the area. This can pose safety risks for residents, especially children playing outdoors, and inconvenience for residents trying to navigate through congested streets. 3. Parking Issues: Concert attendees may struggle to find parking spaces, leading them to park in the neighborhood streets. This can inconvenience residents, reduce available parking for homeowners, and increase the risk of traffic accidents. 4. Safety Concerns: Large crowds and increased foot traffic around the concert hall could raise safety concerns for residents, particularly parents worried about their children's safety while playing outside or walking to nearby amenities. 5. Decreased Property Values: The presence of a noisy outdoor concert hall nearby could potentially lower property values in the neighborhood, as potential buyers may be deterred by the noise and other associated disruptions. Overall, while an outdoor concert hall can bring cultural and entertainment opportunities to an area, its proximity to a master-planned neighborhood with young children could lead to various negative impacts on residents' quality of life and safety.

			Exposure to man-made noise at night can have detrimental effects on young children in several ways: 1. Sleep Disturbance: Noise during the night can disrupt children's sleep patterns, leading to difficulty falling asleep, frequent awakenings, and overall poor sleep quality. This can result in fatigue, irritability, and difficulty concentrating during the day, affecting their cognitive development and academic performance. 2. Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. The unpredictability and intrusiveness of noise can trigger physiological stress responses, such as increased heart rate and elevated cortisol levels, which can negatively impact their mental and emotional well-being. 3. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Chronic sleep disturbances caused by nighttime noise can interfere with neural processes involved in learning, memory consolidation, and emotional regulation, potentially impairing cognitive development and socio-emotional functioning. 4. Physical Health Risks: Prolonged exposure to noise pollution at night has been associated with various physical health risks in children, including cardiovascular problems, compromised immune function, and metabolic disorders. These health effects can have long-term implications for their overall health and well-being. 5. Behavioral Issues: Children exposed to excessive nighttime noise may exhibit behavioral problems such as hyperactivity, impulsivity, and aggression. Disrupted sleep and chronic stress from noise pollution can exacerbate existing behavioral issues and contribute to challenging behaviors in young children. In summary, man-made noise at night can have significant detrimental effects on young children's sleep, stress levels, cognitive development, physical health, and behavior. Minimizing nighttime noise exposure and creating a quiet and peaceful sleep environment are essential for promoting the optimal growth and development of children during their formative years.
Nirmit	Shah	I am AGAINST this item.	
			Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Ajesh Raju	Pujari	I am AGAINST this item.	

	This could greatly affect all children living in this area. We are not aware of Event center coming up here before we purchase property I urge cancel the outdoor event center, we see its allowed until 11 AM - How can families/people sleep in their houses with loud sounds/bass all around the place. There is a provision to increase sound limit to 110Db - Please cancel this. Impact on children: Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Anuradha Amabti I am AGAINST this item.	I am writing to express concerns on behalf of our community about the new convention center being constructed near our neighborhood. While we understand the potential economic benefits such a development brings, we are particularly worried about the noise levels and their effects on our children. Children are especially vulnerable to noise pollution, which can lead to significant health and behavioral issues. Persistent loud noises can interrupt sleep patterns, cause stress, and interfere with children's learning and concentration. With the proximity of the convention center, our children might be exposed to frequent and potentially loud events that could disrupt their daily routines and comfort. Moreover, the noise could also affect local schools, potentially disrupting the educational environment and making it difficult for students to concentrate during school hours. It's crucial that such factors are considered, and appropriate measures are implemented to mitigate these impacts. We urge the development team and local officials to engage with our community in assessing these concerns and exploring solutions such as soundproofing measures, scheduling considerations to minimize disruption during school hours, and ongoing monitoring of noise levels to ensure they remain within safe limits for residential areas. We look forward to your understanding and cooperation in ensuring that our community remains a safe and comfortable place for our children to grow and learn. Sincerely, Sudheer
Sudheer Vankayala I am AGAINST this item.	

Santhosh kumar	Vankayalapati	I am AGAINST this item.	Hi, Having a open air venue so close to a residential area causes issues by increasing noise at night (even if its restricted till 11) and also can be a security issue for an ungated community as Bryson. Those are the reasons (peace and security) we choose Bryson and Leander for our home. But this new change would effect both.
GAURAV	MEROTHIYA	I am AGAINST this item.	Sound Levels , Security to neighbors and children sleep . not a good idea to have event venue so near to residential area.
Rambabu	Dama	I am AGAINST this item.	1.Noise during the day or night can disrupt children's sleep patterns, Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Most of us work from home. Noise levels might impact our livelihood. 2.People from the party might access the community after getting high, causing the trouble to peaceful community members. 3.We donâ€™t want any access through the Bryson community as it might cause unwanted traffic through the community causing safety/accident issues. Most of us work from home. Noise levels might impact our livelihood. People from party might access the community after getting high and causing the troubles to peaceful community members.
Venkata Sudheer	Manuri	I am AGAINST this item.	Sound Pollution: Loud music close to residential community till late hours (11 pm) will have serious impact on people living nearby, especially on young children. It causes sleep depravity, stress, affects the mood and impacts productivity. It will lead to other health complications as well. Safety: Having a music venue close to residential community will expose the community to a lot of new people who will be usually drunk at late night and might cause safety issues to people living in the community. It will have negative impact on the residential community and disturbs the peace and clamness that the community is currently known for. We suggest to move this event venue to other side of 183A which is the downtown district.

			The idea of an event center so close to residential place doesn't bode well. I understand that Texas is growing and Leander grew exponentially over the past few years and this looks as part of growth but everything cannot be quantified by business, event places so close to residential properties. Such places need to be accessible but away. Few things to note, noise pollution, traffic, safety, well being. Pollution, Traffic is something that is growing and we all are dealing with it but no one wants to have those so close to what you call home. With event center so close the other factors come into picture. Bryson is a young community with a lot of kids and in the formative years kids exposure to sound, lights, is detrimental to growth, and these have impacts on adults as well. People attending these events they enjoy but later have a quite night sleep at their home which will not be the case for Bryson residents. Probability of safety concerns increase drastically as its like home is literally on the road with some many people from different walks of life visiting the event center. No one should live in fear of safety at a place one calls home. Let home remain a home for Bryson residents and I strongly disapprove of his event center proposal.
RAM KAMAL SHOURIE	BODDUPALLI	I am AGAINST this item.	I am AGAINST having an outdoor concert venue adjacent to my neighborhood. Exposure to man-made noise at night can have detrimental effects on young children in several ways: 1. Sleep Disturbance: Noise during the night can disrupt children's sleep patterns, leading to difficulty falling asleep, frequent awakenings, and overall poor sleep quality. This can result in fatigue, irritability, and difficulty concentrating during the day, affecting their cognitive development and academic performance. 2. Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. The unpredictability and intrusiveness of noise can trigger physiological stress responses, such as increased heart rate and elevated cortisol levels, which can negatively impact their mental and emotional well-being. 3. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Chronic sleep disturbances caused by nighttime noise can interfere with neural processes involved in learning, memory consolidation, and emotional regulation, potentially impairing cognitive development and socio-emotional functioning. 4. Physical Health Risks: Prolonged exposure to noise pollution at night has been associated with various physical health risks in children, including cardiovascular problems, compromised immune function, and metabolic disorders. These health effects can have long-term implications for their overall health and well-being. 5. Behavioral Issues: Children exposed to excessive nighttime noise may exhibit behavioral problems such as hyperactivity, impulsivity, and aggression. Disrupted sleep and chronic stress from noise pollution can exacerbate existing behavioral issues and contribute to challenging behaviors in young children. In summary, man-made noise at night can have significant detrimental effects on young children's sleep, stress levels, cognitive development, physical health, and behavior. Minimizing nighttime noise exposure and creating a quiet and peaceful sleep environment are essential for promoting the optimal growth and development of children during their formative years.
Chandrika	Patel	I am AGAINST this item.	

Rajitha	Nyalakanti	I am AGAINST this item.	It is very close to the community and will have sleep disturbance, stress and anxiety, impaired brain development in kids.
Akhil	Eluri	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Krishna	Kommineni	I am AGAINST this item.	Concerned about the noise that produces within the community. How people can rest peacefully
Ritesh	Bantiya	I am AGAINST this item.	an open event center will increase the crime likelihood next to our homes. The increased sound levels (for an outdoor area) will also impair a good healthy growth of our children. We will oppose this decision vehemently.
Nitin	Patidar	I am AGAINST this item.	This is going to be problematic for Bryson residents, specially for children and students . This can cause noise and security concern, which can impacts children's daily routine
Bharat	Kallem	I am AGAINST this item.	Too close to a residential community and elementary school. The added sound pollution and traffic will not be good for the kids in the neighborhood.
Madhukarreddy	Pappireddy	I am AGAINST this item.	This proposed project can cause severe disturbance to the residents in Bryson community. I believe this outdoor event center will be a safety issue for the community due to the nature of the events being arranged. The man-made noise at night can have significant detrimental effects on young children's sleep, stress levels, cognitive development, physical health, and behavior.
Mounika	Nalajala	I am AGAINST this item.	Persistent nighttime noise can significantly interrupt the sleep patterns of children, hindering their rest. Working at all day long and at nights having such disturbance will impact quality sleep is critical for optimal brain development in early childhood. Disruptions caused by noise can impair this vital process, affecting cognitive and developmental growth.
Sukesh	Kumar	I am AGAINST this item.	- safety and security for the residents after the event is at risk - noise pollution for residents and pets - school area. Kids need to go to school next day and may be disturbed due to the late night event
CHENDRA	BAYYARAM	I am AGAINST this item.	Noise during the night can disrupt children's sleep patterns. Adequate sleep is crucial for the developing brain, especially during early childhood. Persistent exposure to nighttime noise can induce stress and anxiety in young children.
Ajay	P	I am AGAINST this item.	Loud music until 11 PM in a residential neighborhood is a ridiculous idea. We want a peaceful and safe neighborhood where our kids can play and sleep calmly. The traffic it's going to generate would simply squeeze the safety and capacity on the roads. And connection to the amenities amenities maintained by Bryson using our money is not at all acceptable.

1. Sleep Disturbance: Noise during the night can disrupt children's sleep patterns, leading to difficulty falling asleep, frequent awakenings, and overall poor sleep quality. This can result in fatigue, irritability, and difficulty concentrating during the day, affecting their cognitive development and academic performance.
2. Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. The unpredictability and intrusiveness of noise can trigger physiological stress responses, such as increased heart rate and elevated cortisol levels, which can negatively impact their mental and emotional well-being.
3. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Chronic sleep disturbances caused by nighttime noise can interfere with neural processes involved in learning, memory consolidation, and emotional regulation, potentially impairing cognitive development and socio-emotional functioning.
4. Physical Health Risks: Prolonged exposure to noise pollution at night has been associated with various physical health risks in children, including cardiovascular problems, compromised immune function, and metabolic disorders. These health effects can have long-term implications for their overall health and well-being.
5. Behavioral Issues: Children exposed to excessive nighttime noise may exhibit behavioral problems such as hyperactivity, impulsivity, and aggression. Disrupted sleep and chronic stress from noise pollution can exacerbate existing behavioral issues and contribute to challenging behaviors in young children.

Mahendher	Bargadi	I am AGAINST this item.	
Harshini	Gadige	I am AGAINST this item.	Security issue, noise concerns, traffic issue, children safety issue, stress and anxiety.
Vidyasagar	Panchanahalli Shivakumar	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children.
Rajyalakshmi	Kunapuli	I am AGAINST this item.	Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood.
Abha	Vaidya	I am AGAINST this item.	Noise , traffic , safety, house prices. This kind of thing cannot be in a residential area.
Sanjay	Vaidya	I am AGAINST this item.	Noise, traffic and safety are big issues for us.
Divya	Meda	I am AGAINST this item.	Too much Noise Security issues to residents High risk of unnecessary traffic to the community.
Madhulatha	Pareddy	I am AGAINST this item.	This is of a huge security concern for the residents living in the locality as people of different kinds will be attending the events and it can impose huge threat. Also there will be traffic issue and noise during late night is not tolerable
Govardhan	Chilveri	I am AGAINST this item.	Security issues and traffic issues may come up as it is close to community. Noise disturbance may affect:

Vineela	Gavuji	I am AGAINST this item.	Hi, being a mother of young kids, I feel pretty uncomfortable with the idea of any developments near home which involves strangers and increase in traffic. It's obviously worrisome when kids are playing in backyard and with an event center in close proximity it feels as if they are being exposed. I am all for Leander's growth but not near any residential places. We want to keep feeling safe at home. I have strong reservations and an absolute no for commercial developments pretty close to home. I am concerned not just about safety but development issues for kids and overall well being for all residents, things can go out of hands with event centers where there will noise pollution, bright lights which hinder one from having a good night's sleep. I recommend the council to NOT entertain any commercial developments so close to residential areas, in future.
Rabia	Batool	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Parth	Raskapur	I am AGAINST this item.	Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic to Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Pawan	Shrivastava	I am AGAINST this item.	Increased noise levels from concerts disrupt the peace and tranquility of nearby residential neighborhoods. Loud music and crowd noise can penetrate home, making it difficult for residents to fall asleep or stay asleep. Sleep disturbance caused by nighttime concerts can lead to fatigue, irritability, and decreased cognitive function among affected residents. Sound amplification systems used during concerts can produce vibrations that are felt in neighboring homes, further disrupting sleep patterns. Sleep disruption due to noise pollution can have long-term health consequences, including an increased risk of cardiovascular disease, hypertension, and mental health disorders.
Maruthi	Godishala	I am AGAINST this item.	Noise during the night can disrupt Children's sleep patterns Significant safety and Noise disturbance concerns

Nikki	Ajmera	I am AGAINST this item.	Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Aparna	Prati	I am AGAINST this item.	Having concerts will bring in Sleep disturbance. It will also have Safety issue due to increased car and food traffic. This will lead to Stress and Anxiety amongst residents
Sirichandana	Mupparaju	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'
Nirmaltej	Jaldu	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'
CHANDRA	GUNTAKANDLA	I am AGAINST this item.	Talk about Sound levels, close to community , too high level sound allowed until 11 PM . How could children get sleep or attend schools etc ..
Krishna Veni	Nomula	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Lakshmi Himaja	Mekala	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'

			Significant Safety and Noise disturbance concerns for Bryson Community: - â€¢ Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - â€¢ Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - â€¢ Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - â€¢ Impaired Brain Development:
Sampath Kumar	Kunapareddy	I am AGAINST this item.	Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
			Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Sathwik Reddy	Kotha	I am AGAINST this item.	



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a Mobile Food Establishment Park on one (1) parcel of land approximately 0.18 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0107 as described above.

BACKGROUND:

This request is the second step in the zoning process to adopt a special use permit.

HISTORY/TIMELINE:

01/20/1978 – Annexation

09/22/2005 – Approval of the TOD Zoning

09/02/2021 – Approval of the T5 Transect Zone

04/25/2024 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Archer Build Group (Blayne Thompson) on behalf of Johnny 99, LLC. (Danny Parrott)

RECOMMENDATION:

Staff recommends approval of the zoning request to adopt a special use permit. The Planning & Zoning Commission recommended approval during the April 25, 2024 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0107 Att 1 Planning Analysis - Night Owl SUP
2. Z-24-0107 Att 2 Current Zoning - Night Owl SUP
3. Z-24-0107 Att 3 FLU Map - Night Owl SUP
4. Z-24-0107 Att 4 Public Notification - Night Owl SUP

5. Z-24-0107 Att 5 Aerial Map - Night Owl SUP
6. Z-24-0107 Att 6 Residential Properties 150' - Night Owl SUP
7. Z-24-0107 Att 7 Conceptual Site Plan - Night Owl SUP
8. Z-24-0107 Att 8 Letter of Intent - Night Owl SUP
9. Z-24-0107 Att 9 Neighborhood Outreach - Night Owl SUP
10. Z-24-0107 Att 10 Ordinance - Night Owl SUP
11. Z-24-0107 Att 11 4-25-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0107
NIGHT OWL SUP
203 N. BRUSHY ST

GENERAL INFORMATION

Owner/Agent: Archer Build Group (Blayne Thompson) on behalf of Johnny 99, LLC. (Danny Parrott).

Current Zoning: T5 (Urban Center Transect Zone)

Size and Location: The property is located at 203 N. Brushy St, including approximately 0.18 acres.

Staff Contact: Merrily Van Leuven
Assistant Planner

APPLICANT REQUEST

The applicant has submitted a request to obtain a Special Use Permit for the placement and operation of a Mobile Food Establishment (MFE) Park that will include two MFEs. This request also includes the placement of one vintage truck as a permanent decorative fixture. The vintage truck displays Night Owl signage.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 4*
- ☒ ☐ 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

The MFE park would operate in addition to the existing Night Owl Bar. The applicant is requesting a waiver from Article IV, Section 10 (b)(2) of the Composite Zoning Ordinance which states that MFEs shall not be located within one hundred fifty (150') feet of a residential dwelling unit. Attachment 6 provides the location of the existing residential dwellings. This proposal also includes a waiver from Leander's allowable signage regulations by using a vintage truck to serve as additional signage for the property. The trucks will remain in a permanent location.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	T5 (Urban Center)	MFE Park, Commercial Vacant Land
EAST	T5 (Urban Center)	Residential
SOUTH	Civic	Pat Bryson Municipal Hall
WEST	T5 (Urban Center)	Residential

SURROUNDING AREA:

This property is located at 203 N. Brushy St. at the intersection of N. Brushy St. and W. Broade St. Wildfire Park is located to the north of the property. They currently operate a MFE Park. Residential land uses are located to the east and west of the Night Owl Bar, however, these properties have issued commercial site development applications. Construction has started on the property to the west (Wahoo's). They are better known as the Whiskey Tango Foxtrot Site Development and Wahoo's Site Development. Pat Bryson Municipal Hall is located to the south.

PHYSICAL AND NATURAL FEATURES:

This property is currently developed and operates as the Night Owl Bar.

PROPERTY HISTORY:

This property was part of the Original Incorporation and annexed on January 20, 1978.



Figure 1 - Aerial

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 21-TOD-Z-020: city initiated case requested a zone change from GC-3-C (General Commercial) to T5 (Urban Center) and was approved on September 2, 2021.

MAJOR CORRIDORS:

This property has access onto N. Brushy St and W. Broade St.

TRANSPORTATION PLAN REQUIREMENTS:

There are no new roads being proposed with this application.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Broade St.	Collector	Mixed Use	74' ROW 6' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- Leander Subdivision was approved on February 16, 1884.

EXISTING UTILITIES:

This property has access to water along N. Brushy St. and wastewater along N. Brushy St and W Broade St. See Figures 2 and 3 below.



Figure 2 - Waterline



Figure 3 - Wastewater

CURRENT LAND USES:

This property is currently being used as the Night Owl Bar.

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

- Encourage development and activity in Old Town with locally-owned and unique shopping, dining, and entertainment opportunities.

Applicable Future Land Use categories**OLD TOWN**

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

Old Town buildings are to be activated towards the street, encouraging walkability, eating establishments, central gathering spaces, and civic conversation. Old Town is scaled-down urban without on-site parking requirements, high impervious cover yet green space, street tree canopy and safe mix of vehicles and pedestrians. Old Town character includes small businesses, professional office, entertainment, shopping, arts and culture elements, and civic activity, each contributing to daytime and evening buzz.

An assortment of residential is suitable and encouraged based on the context, focused on a balance of scale between building, site and streets. In the core, urban lofts and townhouses are appropriate; in the south and

east districts, across US 183, attached and detached housing may be appropriate with design context and limitations.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was not held with Staff, but the applicant did have several meetings with staff.

NOTIFICATION

04/04/2024 - Public Notice on Hill Country News
 04/10/2024 - Mail Notification to Property Owners within 200'
 04/10/2024 - Public Hearing Signage Posted on Property
 04/25/2024 - Planning and Zoning Commission Public Hearing
 05/16/2024 - City Council Public Hearing & First Reading of the Ordinance
 06/06/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

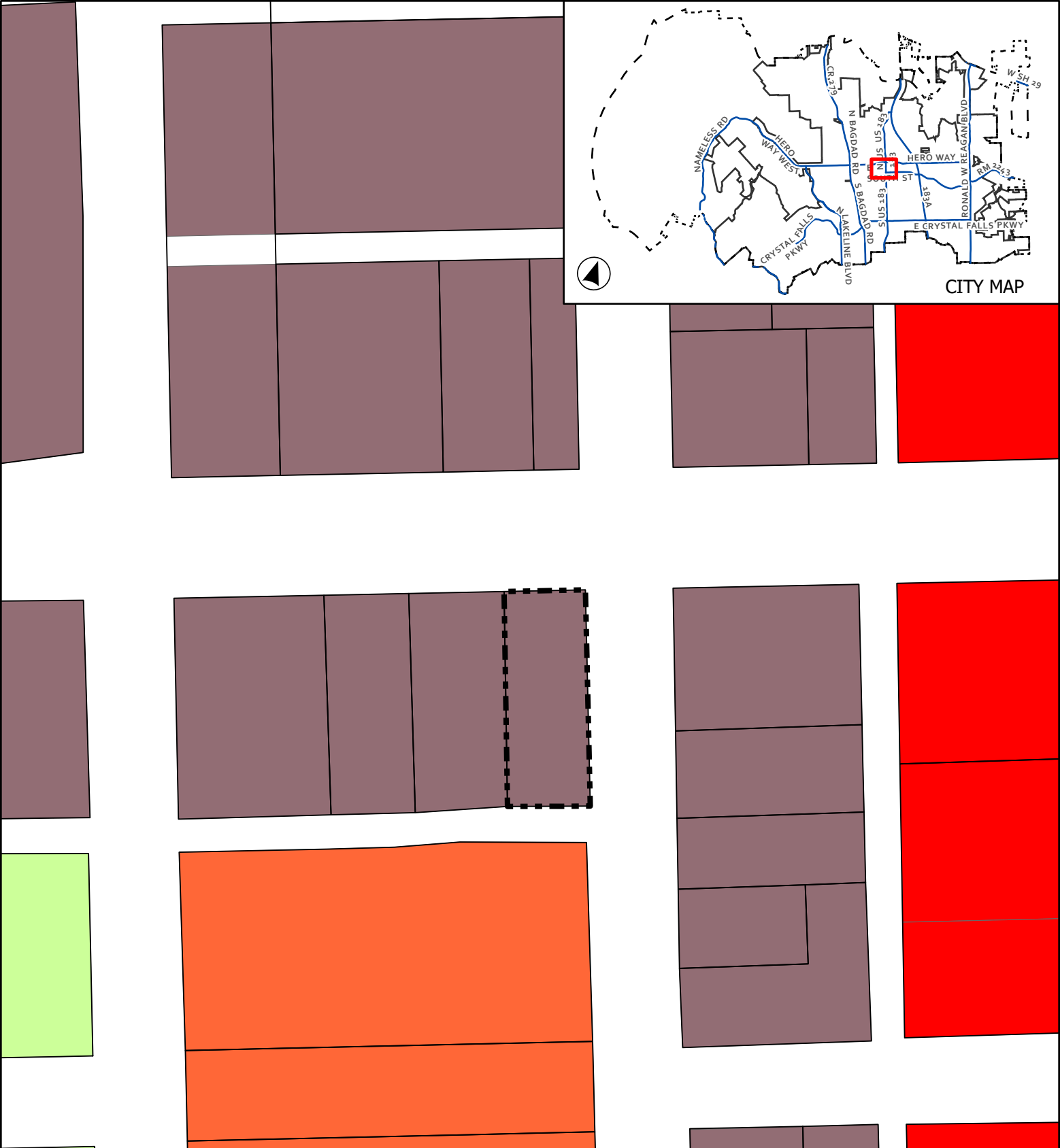
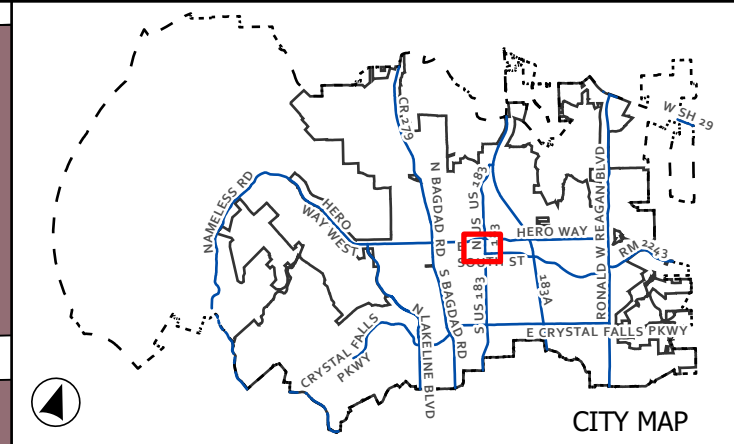
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's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

Notifications were delivered through USPS and by hand delivery. No concerns were expressed during their community outreach.

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

APPROVAL CRITERIA:

This property is located within a transitional area of Old Town and is consistent with nearby uses which include other bars and eating establishments. The approval of this Special Use Permit would allow the MFE Park use for 10 years.



CASE: Z-24-0107

ATTACHMENT 2

NIGHT OWL
SUP

Current Zoning

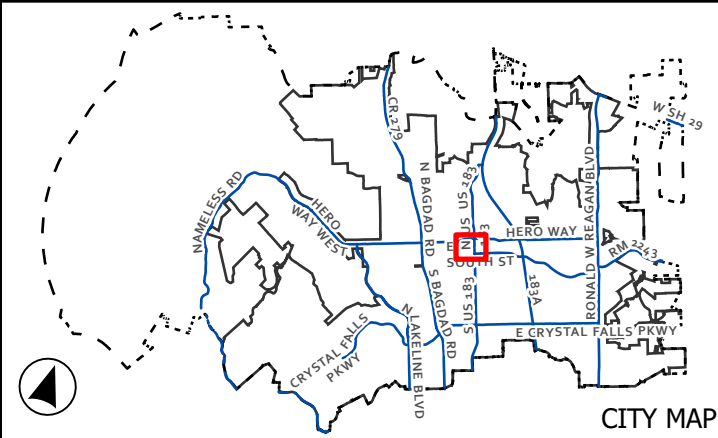
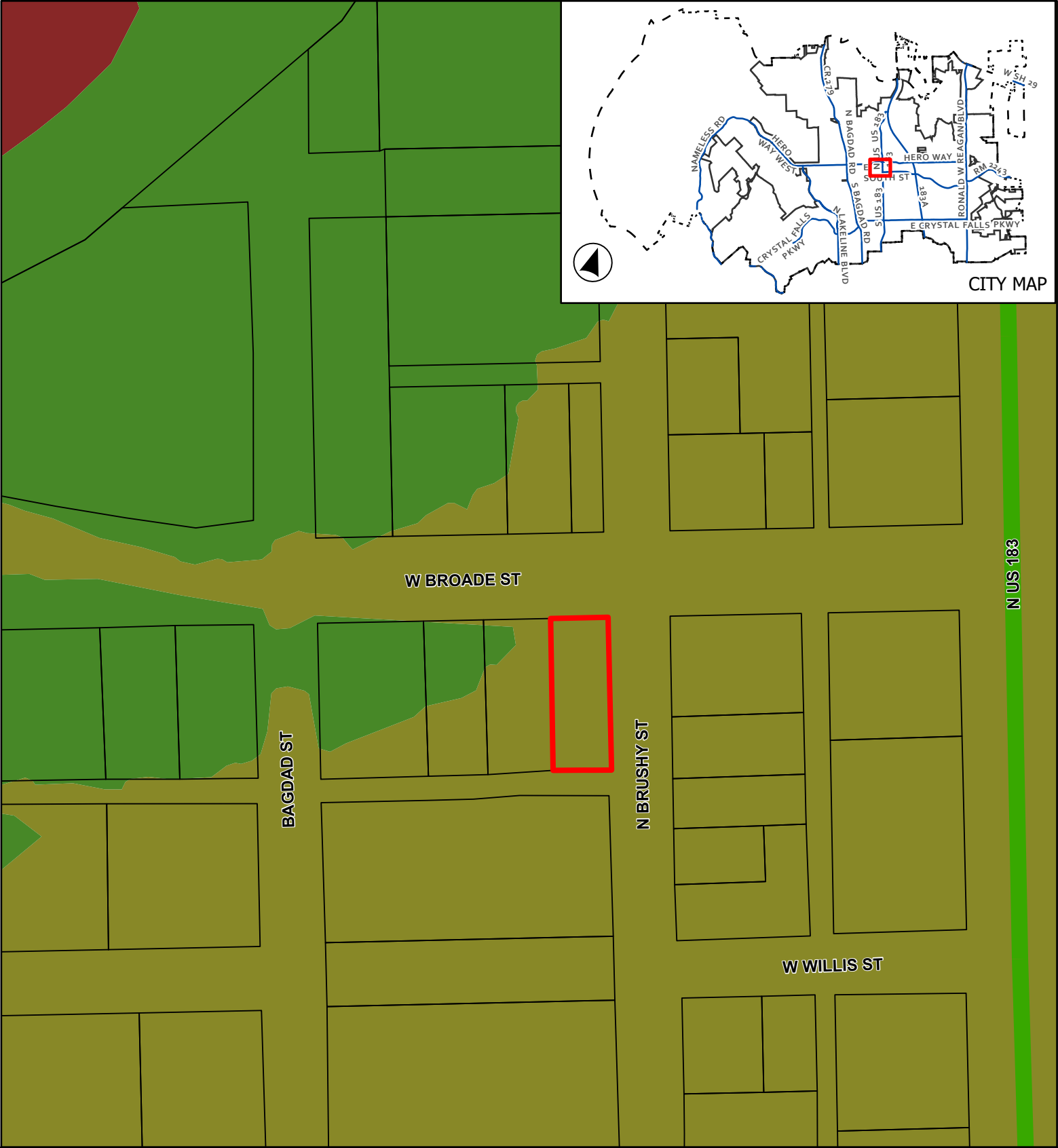
- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFU - Single-Family Urban

- GC - General Commercial
- Civic Building
- T5 - Urban Center



0 30 60

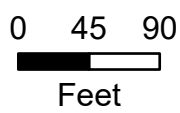
Feet



CITY MAP

CASE: Z-24-0107 ATTACHMENT 3 NIGHT OWL SUP

Future Land Use Map



- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Activity Center

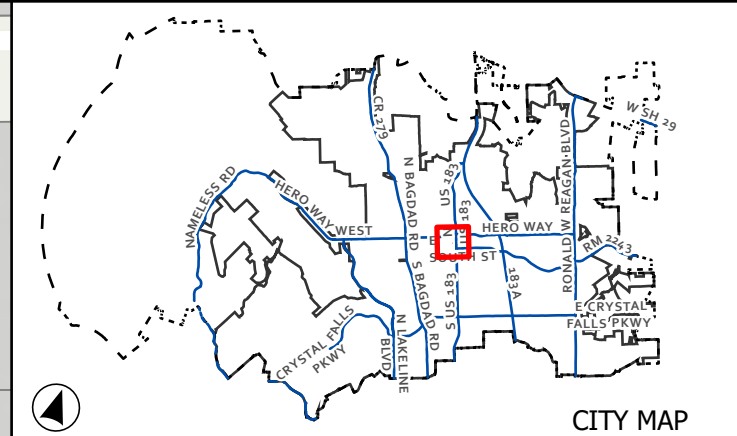
- Old Town
- Greenway
- Arterial 6 Lane, Existing

Thoroughfare Plan

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Future Land Use

R604586 R586909
Hero Way West



CASE: Z-24-0107

ATTACHMENT 4

**NIGHT OWL
SUP**

Public Notification

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0 95 190



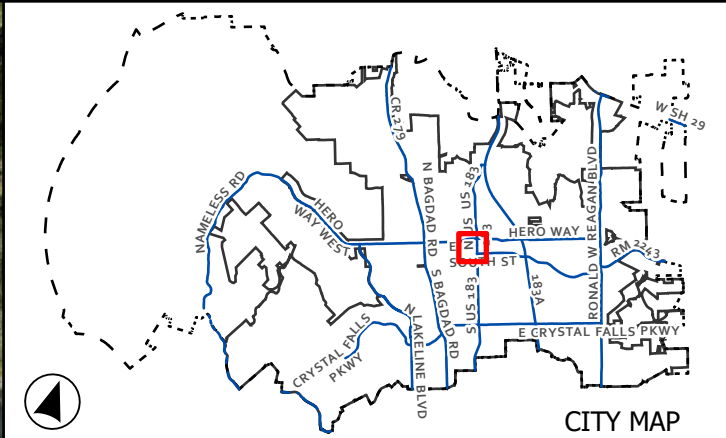
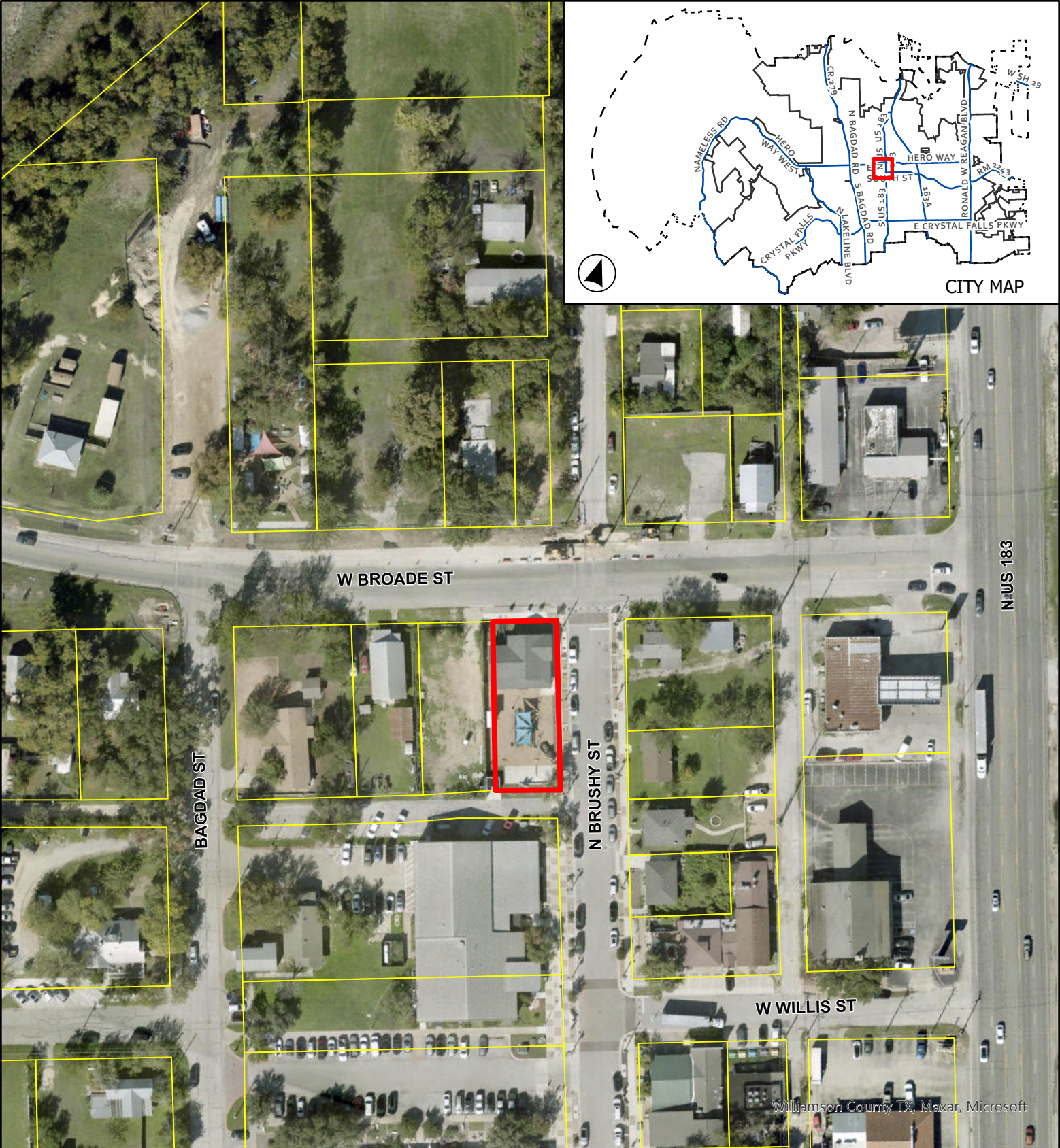
Feet

-  City Limits
 ETJ Boundary
 Subject Boundary

Notification Buffer



Page 396 of 648



CITY MAP

N US 183

W BROADE ST

BAGDAD ST

N BRUSHY ST

W WILLIS ST

Williamson County TX, Maxar, Microsoft

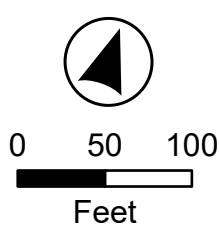
CASE: Z-24-0107

ATTACHMENT 5

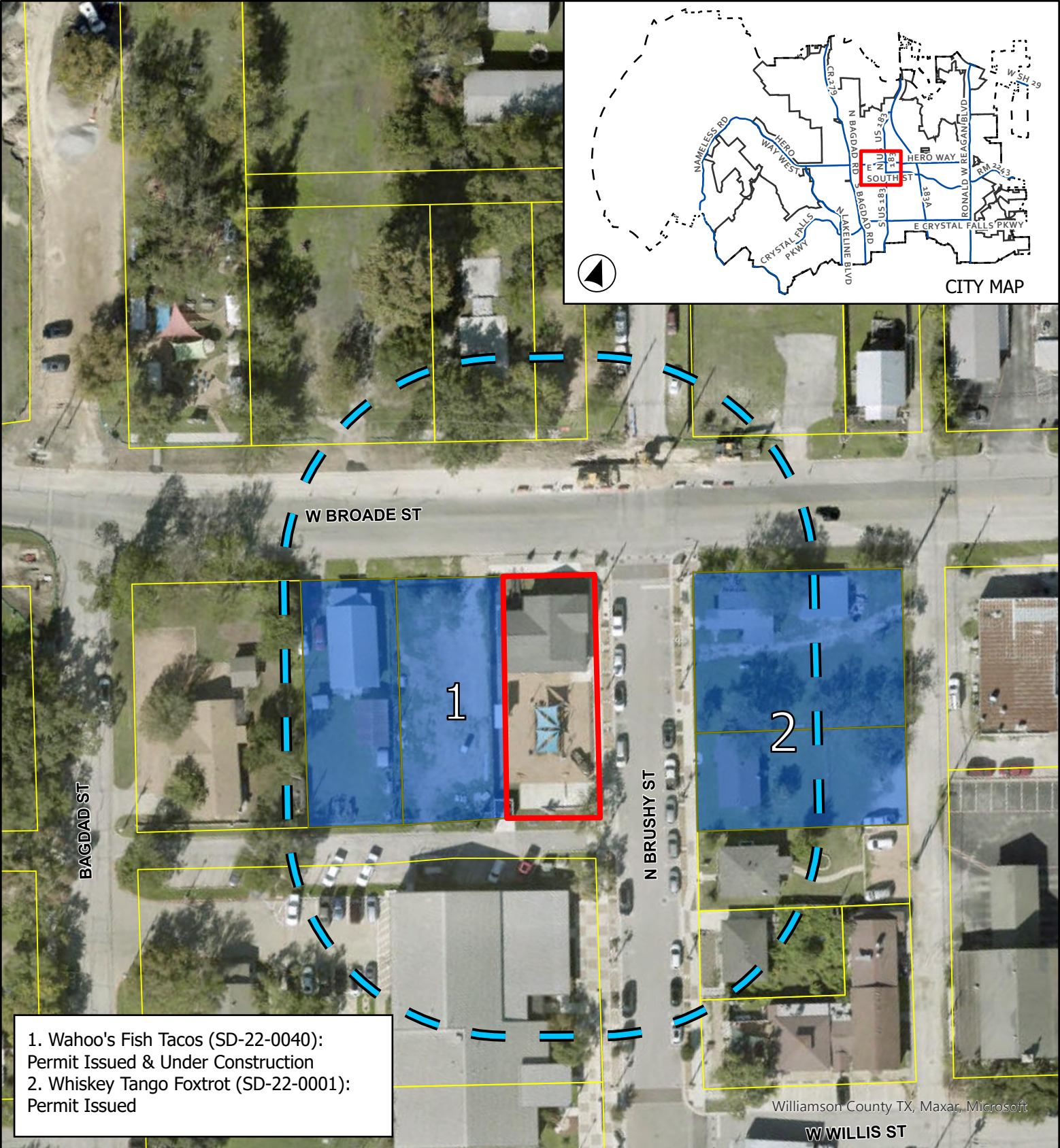
NIGHT OWL
SUP

Aerial Map

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- Leander City Limits
- Subject Boundary



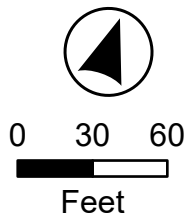
CASE: Z-24-0107

ATTACHMENT 6

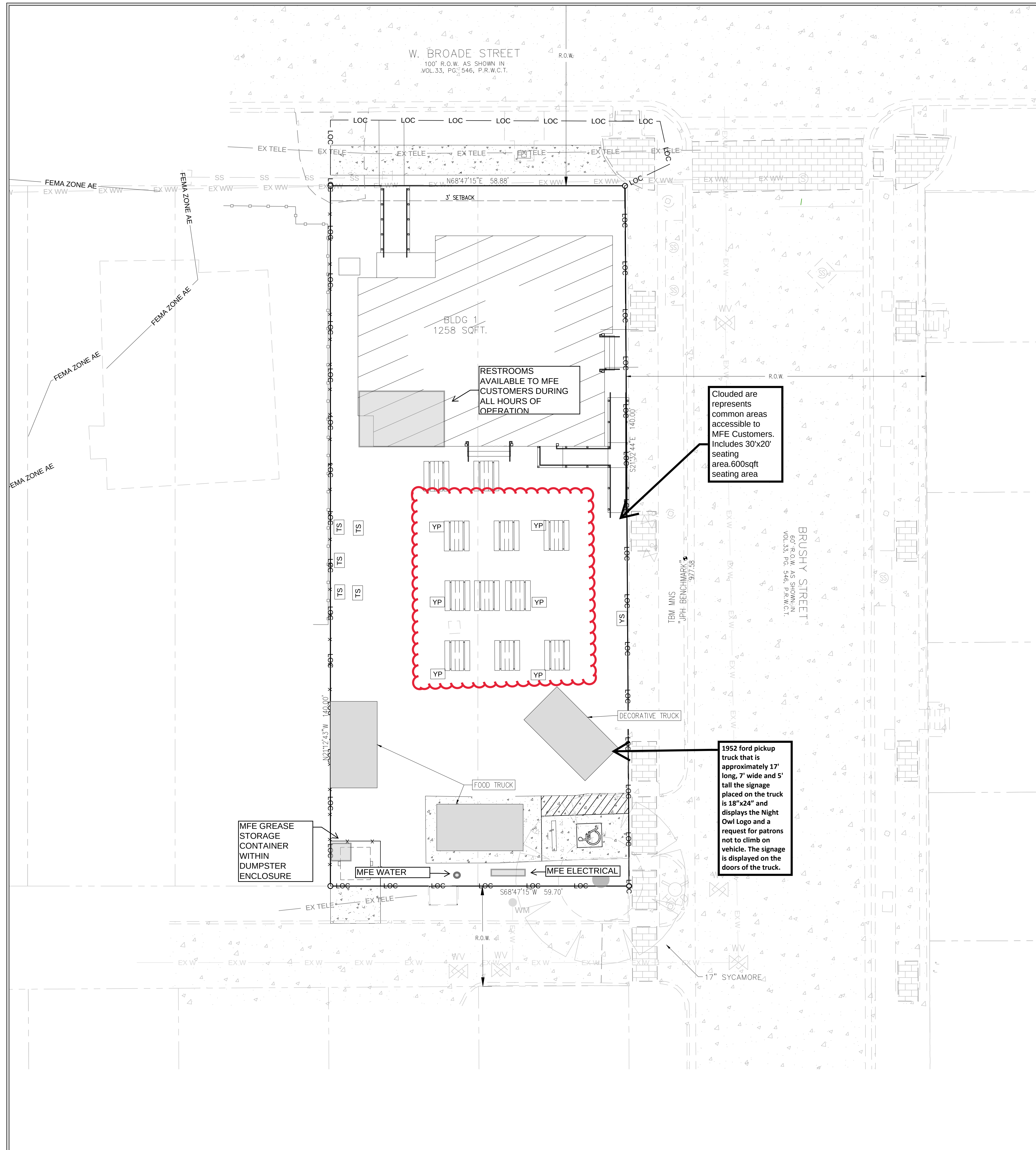
NIGHT OWL SUP

Residential Properties within 150'

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- Leander City Limits
 - Subject Boundary
 - 150' Buffer
 - Residential Properties
- Page 398 of 648



NOTE: This plan is conceptual and has not been reviewed for compliance with the Subdivision Ordinance, Composite Zoning Ordinance, or TOD Ordinance Requirements.

The following conditions apply:

Expiration Date: 10 years from issuance.
Proposed Use: Mobile Food Establishment Park.

Waivers:

Two (2) Mobile Food Establishments are allowed on-site at any time.

Mobile Food Establishments may be located within one hundred fifty (150') feet of a residential dwelling unit.

The truck is permitted on-site as 18" x 24" signage.

Exhibit B



March 7th, 2024,

Letter of Intent

THIS LETTER OF INTENT (the "Document") made as of this 7th day of March 2024

BETWEEN

Night Owl Bar of 203 N Brushy St Leander Tx, 78641 (Representative Blayne Thompson)

City of Leander of 105 N Brushy St Leander Tx 78641

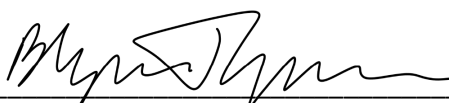
TRANSACTION DESCRIPTION

Night Owl Bar desires to obtain a Special Use Permit for the authorization of placement and operation of a total of 2 Mobile Food Establishments (MFE's) on the premises of 203 N Brushy St Leander Tx 78641. In addition to the MFE's, Night Owl Bar would like authorization for placement of 1 vintage truck as a permanent decorative fixture. The truck is a 1952 ford pickup truck that is approximately 17' long, 7' wide and 5' tall the signage placed on the truck is 18"x24" and displays the Night Owl Logo and a request for patrons not to climb on vehicle. The signage is displayed on the doors of the truck.

This request will require the waiver of 2 separate CPZ ordinances.

- 1) **The MFE's will be located within 150' of a residential dwelling.**
- 2) **We are requesting to place more than 1 MFE on a site less than 1 acre.**

This Letter of intent is respectfully submitted by Blayne Thompson the owners representative for Night Owl Bar.

Signature: 

Name: Blayne Thompson

Date Executed: 3/7/24

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.

Notifications were delivered through USPS and by hand delivery. Addresses, names and contact information and concerns have been provided as an additional document. The outreach letter has been uploaded as an additional document.

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

Additional document attached.

3. What concerns were raised during these communications?

Additional document attached. No concerns have been expressed. This is indicated on the spreadsheet provided.

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

N/A

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

Signature:  Date 1/4/24



January 4, 2024

NEIGHBORHOOD OUTREACH LETTER CONCERNING NIGH OWL BAR SPECIAL USE PERMIT APPLICATION

TO WHOM IT MAY CONCERN:

This letter is to inform you that Night Owl Bar located at 203 N Brushy St Leander Tx 78641 will be applying for a special use permit for the placement of 2 Mobile Food Establishments within the yard area of the bar. Additionally, they will be requesting approval for the permanent placement of a Vintage Truck within the yard area. This process requires us to notify all neighbors within 500'.

If you have any concerns with this, feel free to reach out to me directly or you will have an opportunity to voice your opinions at a planning and zoning commission meeting and a subsequent city council meeting. I am happy to answer any questions you may have. We really do have the community's best interest in mind and do care what everyone has to say.

Regards,

Blayne Thompson

512-784-2014

b.thompson@archerbuildgroup.com

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING THE NIGHT OWL SPECIAL USE PERMIT TO ALLOW FOR THE OPERATION OF A MOBILE FOOD ESTABLISHMENT PARK; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 0.18 acres ±; being more particularly described in Exhibit "A"; size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street; identified by Williamson Central Appraisal District tax identification number R036077; more particularly described in Instrument Number 2021161649; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Special Use Permit is hereby approved to allow for the operation of a Mobile Food Establishment Park as conceptually shown in Exhibit "B". The Special Use Permit allows for two Mobile Food Establishments to be located within one hundred fifty (150) feet from a residential dwelling unit and signage on a truck located on the site. The term of this permit shall be limited to a time frame of ten (10) years. At the end of this term, the applicant

has the ability to request an extension.

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

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

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

PASSED AND APPROVED on First Reading this the 16th day of May, 2024.
FINALLY PASSED AND APPROVED on this the 6th day of June, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 25, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss**

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All Commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the April 18, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak

CONSENT AGENDA: ACTION

Motion: To approve Consent Agenda Items 6 through 10.

By: Board Member May

Seconded: Board Member Oliver

Vote: 7 - 0

6. Approval of Subdivision Case FP-22-0012 regarding Bar W Ranch West Phase 10 Final Plat on six (6) parcels of land approximately 53.097 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R590364, R652645, R573683, R539735, R652644, and R654376; generally located west along Stamp Iron Avenue and Bar W Ranch Boulevard, Leander, Williamson County, Texas.

7. Approval of Subdivision Case FP-22-0032 regarding Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Final Plat on one (1) parcel of land approximately 47.61 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located west of the intersection of Travisso Parkway and Via Levanzo Road, Leander, Travisso County, Texas.
8. Approval of Subdivision Case FP-22-0037 regarding Torrente-Warr Acres Short Form Final Plat on one (1) parcel of land approximately 23.417 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031658; generally located east of the terminus of Oak Grove Road, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-23-0072 regarding Gateway 29 Final Plat on ten (10) parcels of land approximately 34.051 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R649811, R464196, R319215, R534766, R534765, R418530, R620027, R403523, R534764 and R534763; generally located at the southwest corner of SH 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 11, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing regarding Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision #1 on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

Debbie Almond had questions
James Lyons was in favor with fences.

Motion: To approve Concept Plan CP-23-0027

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 7 - 0

12. Conduct a Public Hearing and consider action regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a Mobile Food Establishment Park on one (1) parcel of land approximately 0.18 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.

No one spoke in favor or opposition of the request.

Motion: To approve Zoning Case Z-24-0107

By: Board Member Oliver
Seconded: Board Member May

Vote: 6 - 1 Board Member Moss

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres ± in size, more particularly described by Williamson Central Appraisal

District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request was Rocky Brown, 2512 Belen Dr and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone zoning case Z-24-0112 to the next May 9, 2024 P & Z meeting, so staff can work with the applicant on a Minor PUD Amendment.

By: Board Member Mahan

Seconded: Board Member Cosgrove

Vote: 7 - 0

14. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding CPA-23-0007 as described above.
- Discuss and consider action regarding Zoning Case Z-22-0023 as described above.

(This case was postponed until June 27, 2024.)

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Speaking in opposition was Joshua Raley, 724 Mallow Rd. and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone Zoning Case Z-24-0118 until the May 9, 2024 P & Z meeting to review revised PUD Notes.

By: Board Member Cosgrove

Seconded: Board Member Oliver

Vote: 7 - 0 None

REGULAR AGENDA

16. Adjournment Adjourned at 7:42 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0112 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

01/21/2016 – Zoning Approved
05/05/2016 – Zoning Approved
04/25/2024 – Planning & Zoning, 1st Public Hearing
05/09/2024 - Planning & Zoning, approval

APPLICANT/AGENT:

TDW Development, LLC. and JGHTDH #1, LLC. (James G. Herman)

RECOMMENDATION:

Staff recommends approval of the zoning request. The Planning & Zoning Commission held a public hearing during the April 25, 2024 meeting and voted to postpone action to allow Staff to work with the applicant to update the request to a Minor PUD following discussions during the meeting. The Minor PUD prohibits undesired uses on Parcel B, located adjacent to the existing residential uses. The PUD also limits the building height on Parcel B to one story and thirty-five (35') feet. The Planning & Zoning Commission recommended approval during the May 9, 2024 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0112 Att 1 Planning Analysis - Hero Ranch Minor PUD
2. Z-24-0112 Att 2 Current Zoning - Hero Ranch Minor PUD
3. Z-24-0112 Att 3 FLU Map - Hero Ranch Minor PUD
4. Z-24-0112 Att 4 Public Notification - Hero Ranch Minor PUD
5. Z-24-0112 Att 5 Proposed Zoning - Hero Ranch Minor PUD
6. Z-24-0112 Att 6 Aerial Map - Hero Ranch Minor PUD
7. Z-24-0112 Att 7 Letter of Intent - Hero Ranch Minor PUD
8. Z-24-0112 Att 8 Outreach Summary -Hero Ranch Minor PUD
9. Z-24-0112 Att 9 PUD Notes - Hero Way Minor PUD
10. Z-24-0112 Att 10 Ordinance - Hero Ranch Minor PUD
11. Z-24-0112 Att 11 4-25-2024 P & Z Minutes
12. Z-24-0112 Att 12 5-9-2024 P Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0112 HERO RANCH

GENERAL INFORMATION

Owner/Agent:	TDW Development, LLC. and JGHTDH #1, LLC. (James G. Herman)..
Current Zoning:	Interim SFR-1-B (Single-Family Rural)
Proposed Zoning:	Minor PUD (Planned Unit Development) with the base zoning of: GC-3-C (General Commercial)
Size and Location:	The property is located west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, including approximately 14.5 acres.
Staff Contact:	Karina Castillo, AICP Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to allow for a commercial development with the neighboring commercial tract that will include retail, restaurants, offices, and personal service uses.

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

The applicant also owns the neighboring property to the northwest, across Airport Drive, and intends develop it as residential to allow for a step-down zoning to buffer the proposed commercial uses from the existing residential uses. That site will require a zone change for future development to comply with the Future Land Use category.

The Planning & Zoning Commission held a public hearing during the April 25, 2024 meeting and voted to postpone action to allow Staff to work with the applicant to update the request to a Minor PUD following discussions during the meeting. The Minor PUD prohibits undesired uses on Parcel B, located adjacent to the existing residential uses. The PUD also limits the building height on Parcel B to one story and 35’.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD	Single-Family Residential (Palmera Ridge Subdivision)

EAST	GC-3-C	Fuel Station, Undeveloped
SOUTH	GC-2-B	Undeveloped
WEST	PUD, Interim SFR-1-B	Single-Family Residential

SURROUNDING AREA:

This property is located south of Palmera Ridge subdivision. To the east of the site is a gas station and convenience store. Single-family residences are currently located to the west. The property to the south is undeveloped.

PHYSICAL AND NATURAL FEATURES:

This property contains a pond and trees that will be reviewed for compliance and mitigation during the development of the site.

PROPERTY HISTORY:

This property annexed into the City of Leander on 01/20/2016 and 5/4/2016.

PREVIOUS ZONING CASES:

No zone cases were previously submitted for this property.



Figure 1: Aerial

MAJOR CORRIDORS:

This property has access onto Hero Way and Airport Drive.

TRANSPORTATION PLAN REQUIREMENTS:

This proposal does not include the construction of new roads.

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Hero Way	Access Controlled	Commercial	400' ROW Access Controlled 10' sidewalk

SUBDIVISIONS:

No subdivision cases were previously submitted for this property.

EXISTING UTILITIES:

This property has access to water and wastewater along Hero Way as shown in Figures 2 and 3.



Figure 2: Water System



Figure 3: Wastewater System

CURRENT LAND USES:

This property is currently being used as a single-family residence.

PROPOSED ZONING DISTRICT:

USE COMPONENT**PUD – PLANNED UNIT DEVELOPMENT:**

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

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT**TYPE 3:**

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

- (1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
- (3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
- (4) Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

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

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

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories**ACTIVITY CENTER**

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

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

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

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was not held with Staff, but the applicant did have several meetings with staff.

NOTIFICATION

04/04/2024 - Public Notice on Hill Country News
 04/10/2024 - Mail Notification to Property Owners within 200'
 04/10/2024 - Public Hearing Signage Posted on Property
 04/25/2024 - Planning and Zoning Commission Public Hearing
 05/16/2024 - City Council Public Hearing & First Reading of the Ordinance
 06/06/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent 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.

A neighborhood meeting was held at 5:00 pm on 12/19/2023 at Sienna House in the Ranch Sienna neighborhood. A total of six (6) residents/property owners attended the neighborhood meeting. Below is a list of comments/concerns that were discussed during the meeting:

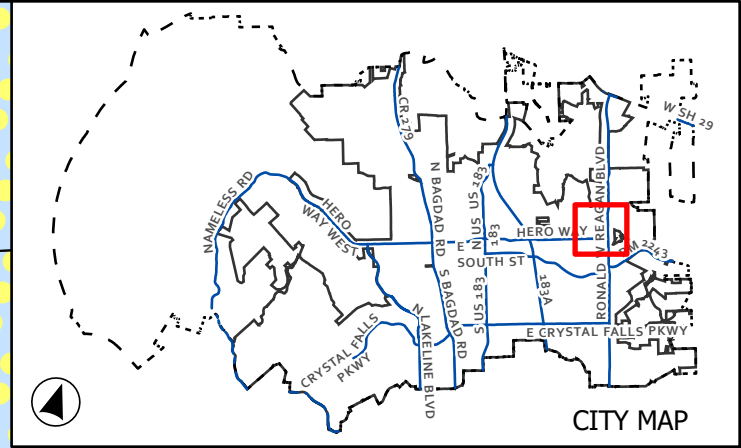
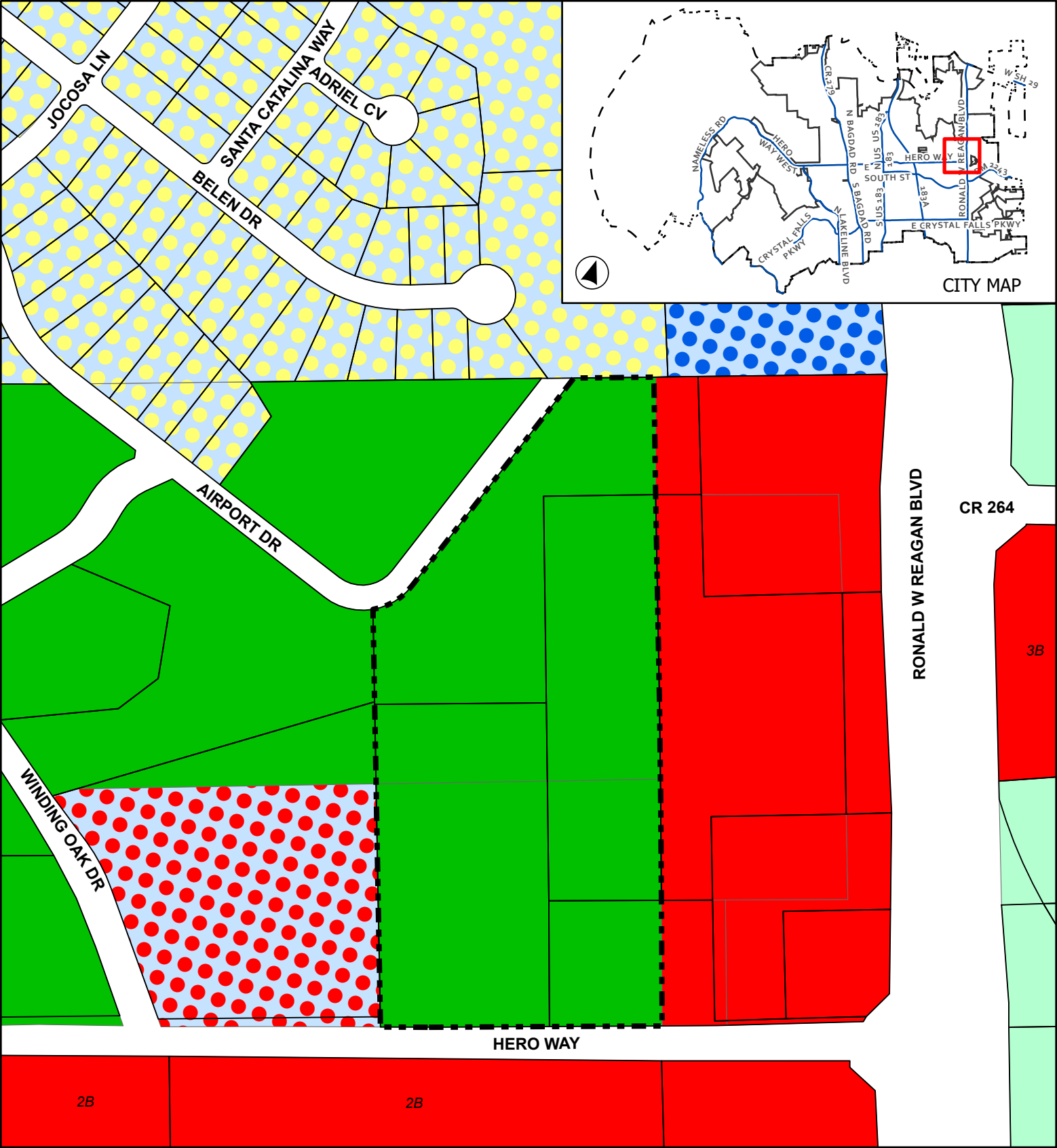
- Site lighting
- Building heights

No changes were made to address issues discussed.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This subject property is located within an Activity Center which is compatible with General Commercial uses. The site has access to Hero Way which is intended to be a controlled access roadway with commercial uses along both sides. The property to the east is zoned General Commercial and a portion of the abutting property to the west is currently zoned for general commercial uses as well. The Minor PUD provides for limited uses and building height on the parcel located adjacent to the existing residential uses. Staff supports this request.



CASE: Z-24-0112 ATTACHMENT 2 HERO RANCH MINOR PUD

Current Zoning

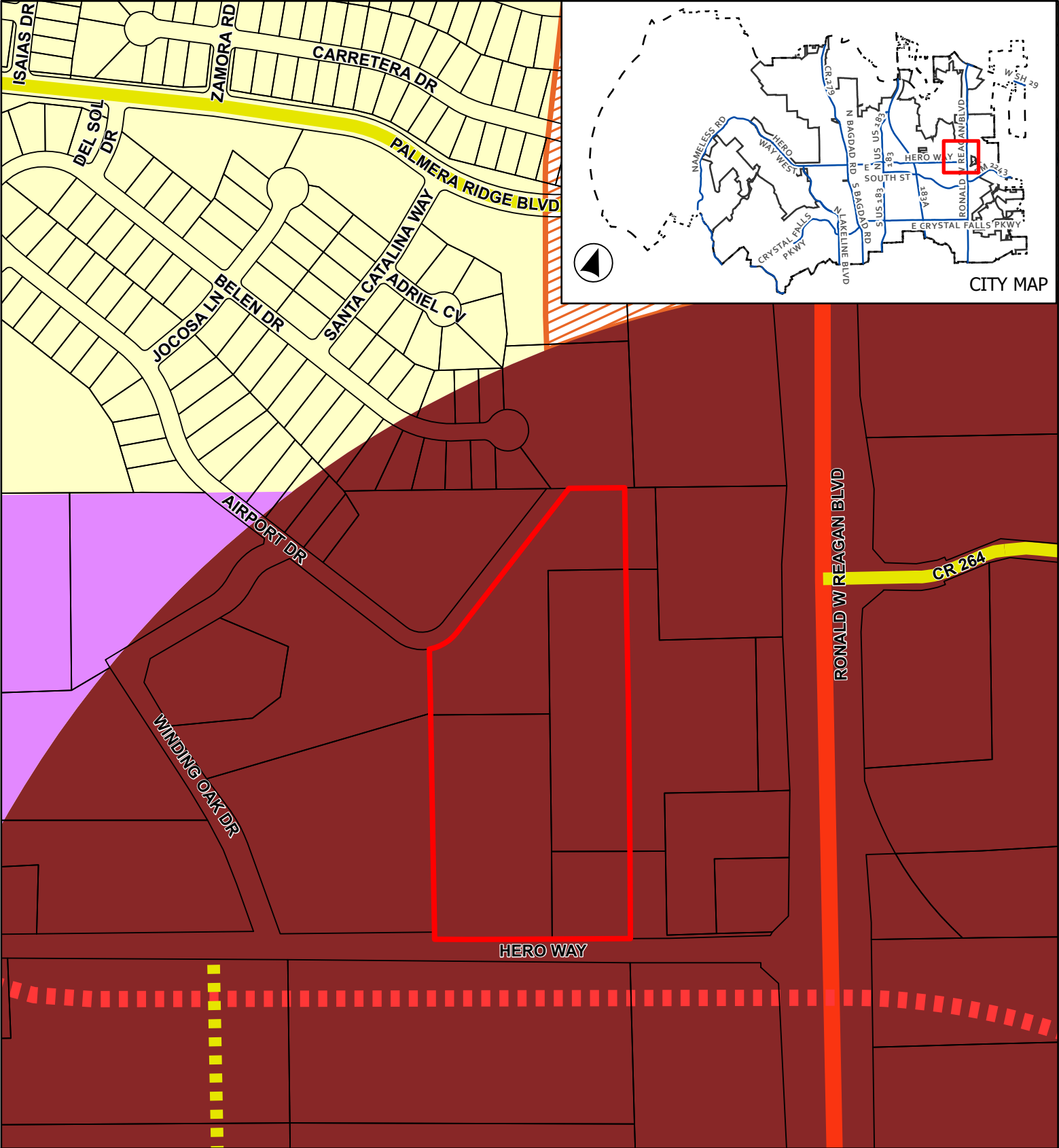
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- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- SFS - Single-Family Suburban

- LC - Local Commercial
- GC - General Commercial
- PUD - Single-Family
- PUD - Mixed Use
- PUD - General Commercial

0 90 180 Feet

Page 416 of 648



CASE: Z-24-0112

ATTACHMENT 3

HERO RANCH MINOR PUD

Future Land Use Map



0 150 300

Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary

Future Land Use

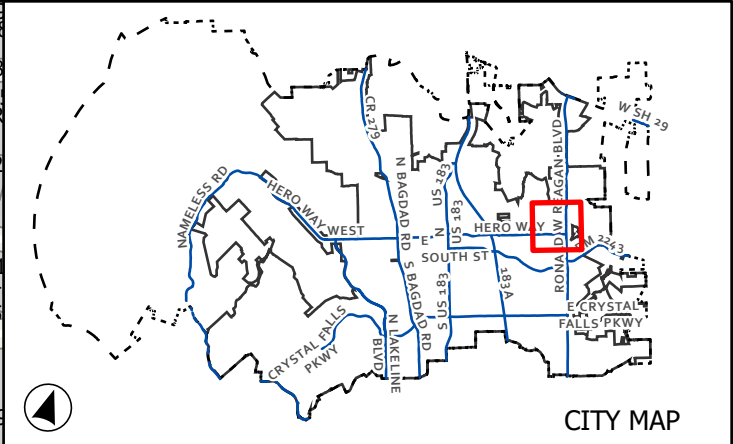
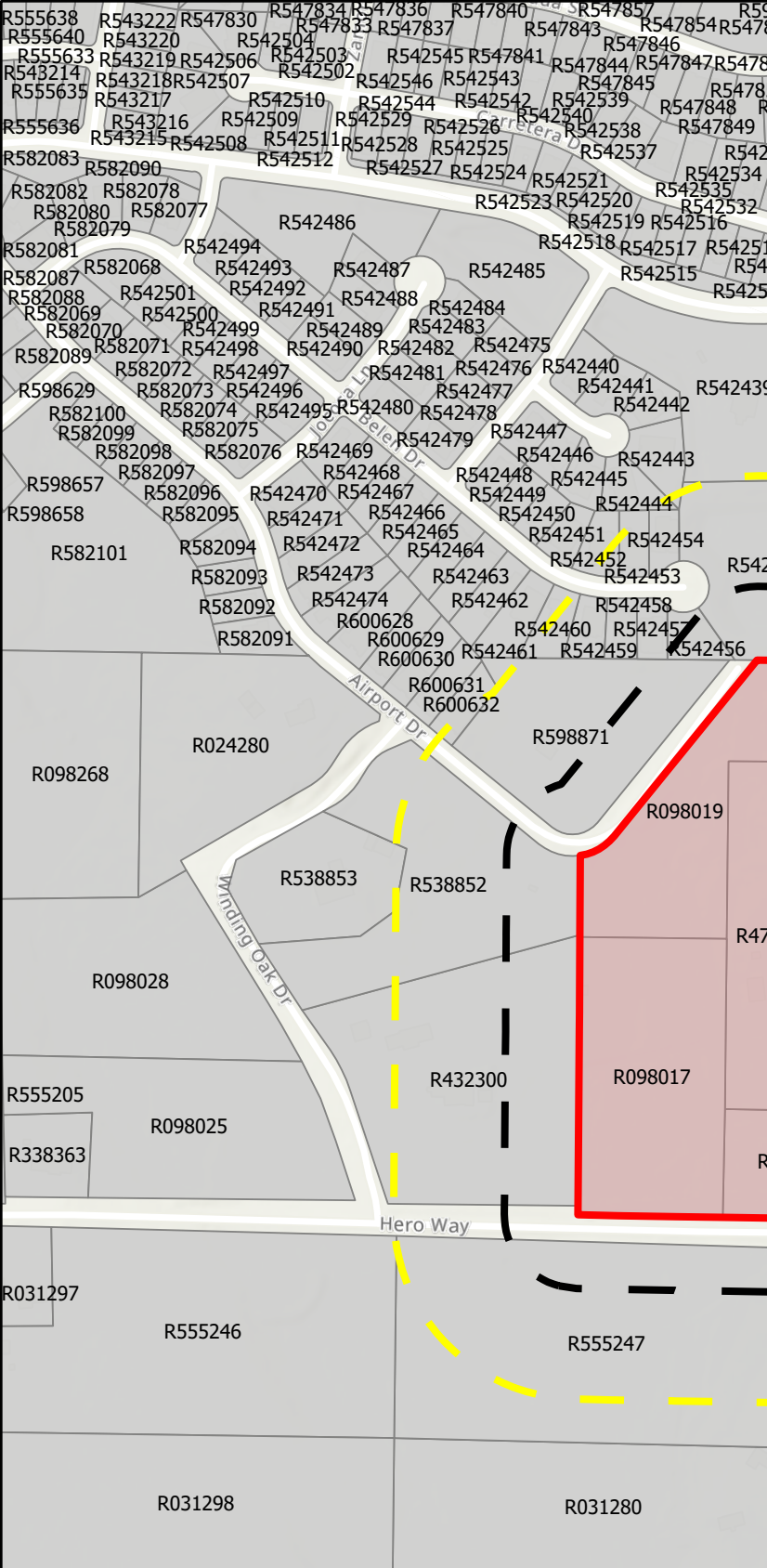
- Neighborhood Residential

- Multi-Use Corridor - Priority Corridor
- Activity Center
- Employment Center

Thoroughfare Plan

- Access Controlled, Existing

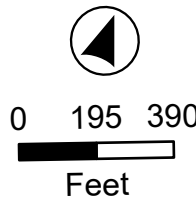
- Collector, Existing
- Rural, Existing
- Access Controlled, Proposed
- Collector, Proposed



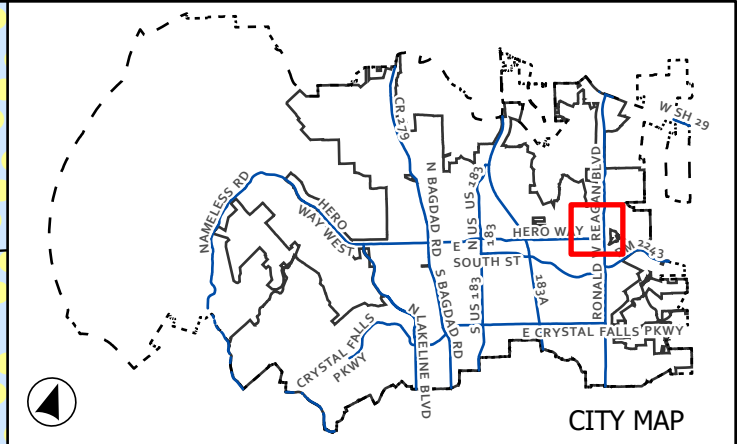
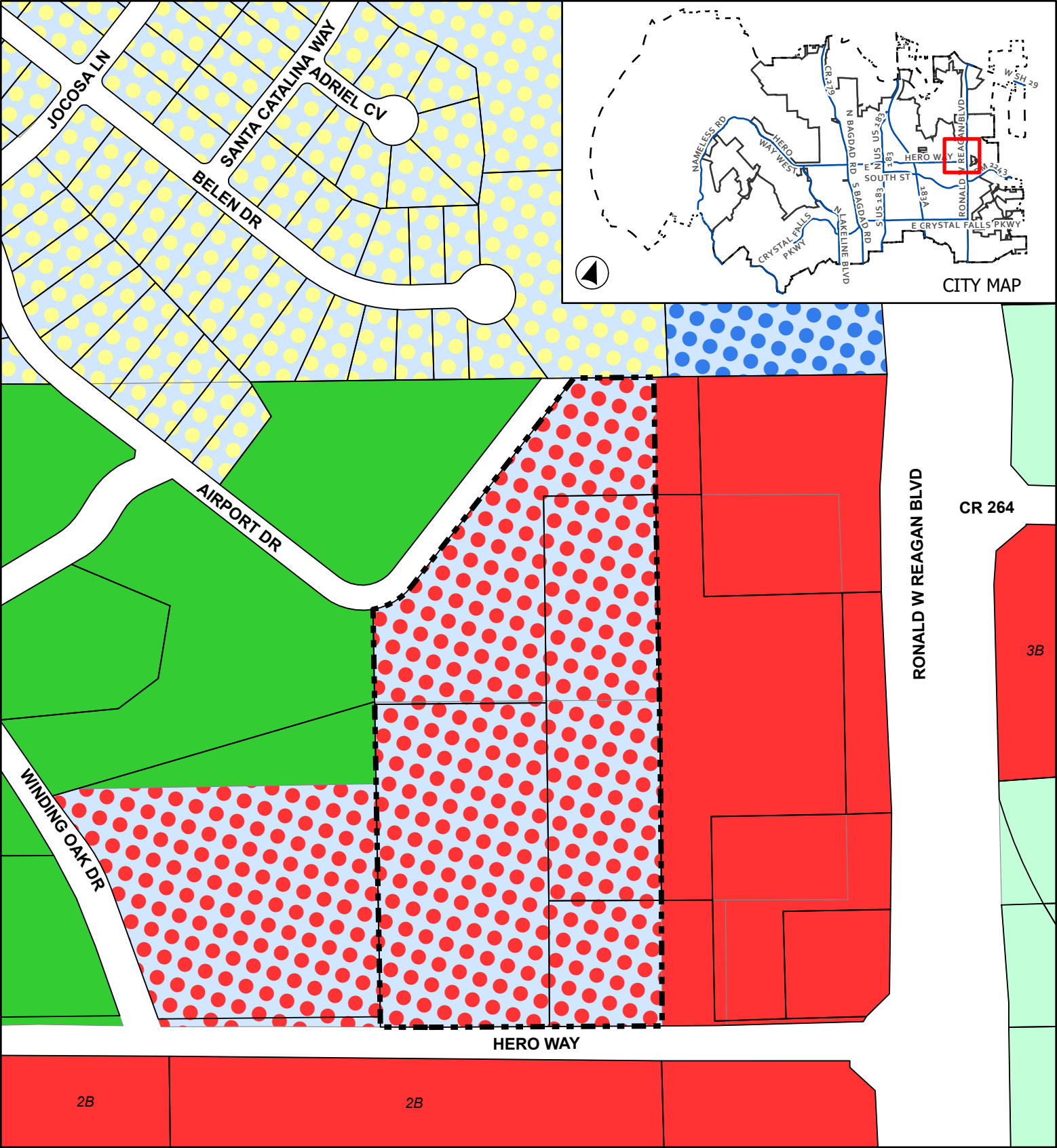
CASE: Z-24-0112 ATTACHMENT 4 HERO RANCH MINOR PUD

Public Notification

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



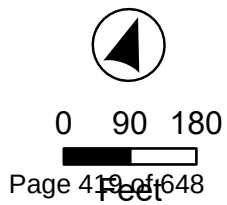
CITY MAP

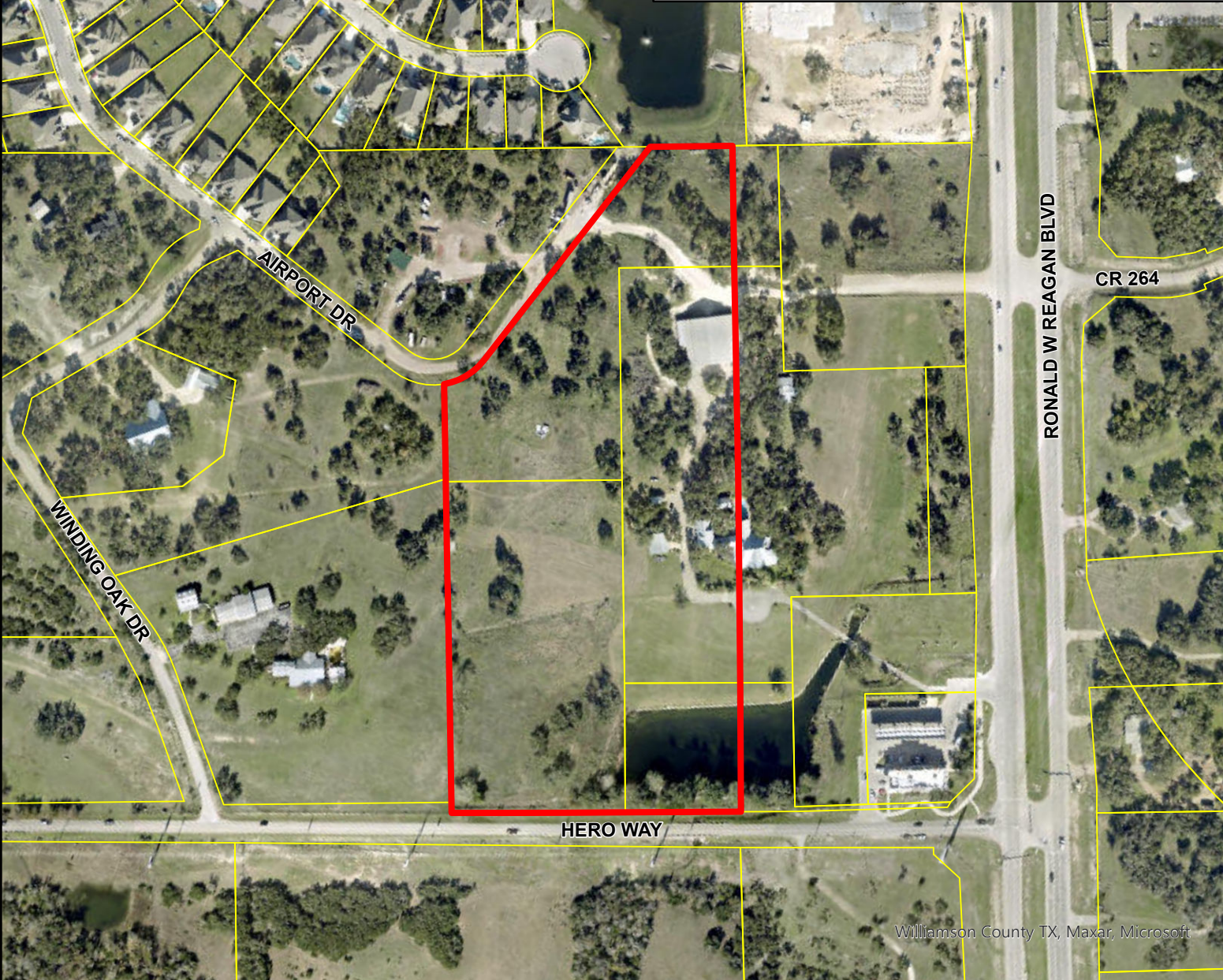
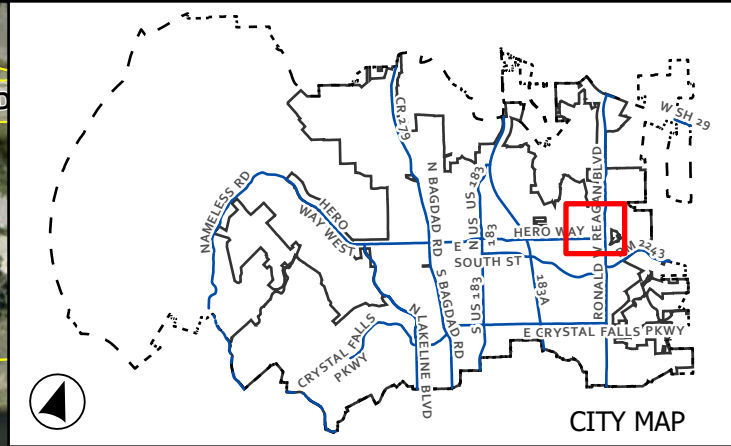
CASE: Z-24-0112 ATTACHMENT 5 HERO RANCH MINOR PUD

Proposed Zoning

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- | | |
|--------------------------------|--------------------------|
| Leander City Limits | LC - Local Commercial |
| Extra-Territorial Jurisdiction | GC - General Commercial |
| Subject Boundary | PUD - Single-Family |
| SFR - Single-Family Rural | PUD - Mixed Use |
| SFS - Single-Family Suburban | PUD - General Commercial |





Williamson County TX, Maxar, Microsoft

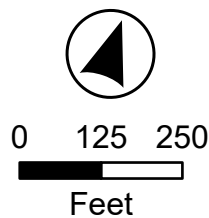
CASE: Z-24-0112

ATTACHMENT 6

HERO RANCH MINOR PUD

Aerial Map

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- Leander City Limits
- Subject Boundary



February 14th, 2024

City of Leander Planning Department
201 N. Brushy Street
Leander, TX 78646

RE: General Commercial Zoning Request (GC-3-C) – Letter of Intent
17601 Ronald Reagan Blvd, Leander, TX 78641

To Whom It May Concern:

Please find the attached application to rezone a portion of land located at 17601 Ronald Reagan Blvd. This tract is approximately 14.5 acres in size and is located along the north side of Hero Way, approximately 465 ft to the west from the intersection of Ronald Reagan Blvd. and Hero Way. The proposed commercial zoning for this tract would be GC-3-C and is intended to be a contiguous extension of the existing GC-3-C zoning along the Ronald Reagan frontage of this overall property.

The tract is currently zoned Single Family Rural and there are several existing structures on the property related to a single-family residence/ranch. The property is gently sloped and generally drains from the north to the south. There are numerous trees throughout the site.

This project falls within an Activity Center as identified in the City of Leander Comprehensive Plan. We believe the proposed zoning and uses are compatible with the intent described by the City of Leander. We are striving to develop a community destination featuring several sit-down restaurants, a variety of personal services, retail, medical services, and professional offices. We also intend to incorporate several outdoor patio areas, a decorative and well-maintained retention pond, as well as a playground.

Combining the existing commercial zoned tract and this new commercial tract, the development is planned for approximately 100,000 SF of retail/restaurant along Ronald Reagan and Hero, and approximately 60,000 SF of office and personal services located in the areas without street frontage/visibility.

We also own parcel R598871, but it will remain with the current zoning for now. Our intention in the future is to utilize step-down zoning of some kind in this area to buffer the commercial zoning from the residents at Palmera Ridge.

If you have any questions or concerns, please do not hesitate to call me at (512) 799-8978 or email me at bgh@stonecrestinvestments.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Blake Herman", with a stylized flourish extending to the right.

Blake Herman
Asset & Construction Manager
StoneCrest Investments

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 11/20/23 to each owner of property within 500' describing the proposed zoning change and intended uses. Letter and contact information are attached as exhibits to this application. The letter offered contact information through phone, email, and we hosted an open house on 12/19/23 to give property owners a chance to voice their questions and/or concerns. We received 3-4 phone calls from owners to ask questions and 6 residents from Palmera Ridge attended our open house.

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

All property owners, including the HOA for Palmera Ridge, within the 500' area surrounding the subject property were sent the informational letter and highlighted/labeled tax map with the invite to our open house.

3. What concerns were raised during these communications?

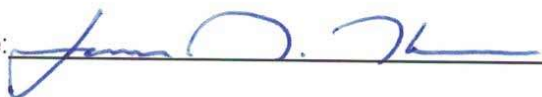
The main questions/concerns that came up were regarding bright lighting that would be visible from their houses. The gas station on the corner at Hero and Ronald Reagan has very bright site lighting and they were concerned our project would be similar to that. Lighting requirements for retail and office are not nearly as intense as a gas station. We believe the residents were comfortable after talking through our plans for the property. There were also questions about building height, but ours are all planned to be single story.

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

No other concerns or correspondence has been received by the applicant from adjacent owners as of 2/14/24.

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

Signature:



Date 2/14/24



November 20th, 2023

RE: Rezoning of 17601 Ronald Reagan Blvd, Leander, TX 78641

Dear Neighbor:

This letter is to notify you of an upcoming commercial development near the intersection of Ronald Reagan Blvd. and Hero Way. We are currently working to rezone a portion of our property to extend our existing General Commercial zoning that runs along Ronald Reagan Blvd. and Hero Way farther to the west. Please see the included tax map showing the subject property and surrounding area.

This project falls within an *Activity Center* as identified in the City of Leander Comprehensive Plan. We believe the proposed zoning and uses are compatible with the intent described by the City of Leander. We are striving to develop a community destination featuring several sit-down restaurants, a variety of personal services, retail, medical services, and professional offices. We also intend to incorporate several outdoor patio areas, a decorative and well-maintained retention pond, as well as a playground. We are a local company that prides ourselves on developing high quality projects. Please look at our website for examples of our other developments – www.stonecrestinvestments.com.

This tract being rezoned is approximately 14.5 acres in size and is located along the north side of Hero Way, approximately 465 ft to the west from the intersection of Ronald Reagan Blvd. and Hero Way. The proposed commercial zoning for this tract would be GC-3-C and is intended to be a contiguous extension of the existing GC-3-C zoning along the Ronald Reagan frontage of this overall property. The tract is currently zoned Single-Family Rural, which is the default zoning when land is annexed by the City of Leander.

We also own parcel R598871, but it will remain with its Single-Family Rural zoning for now. Our intention in the future is to utilize step-down zoning of some kind in this area to buffer the commercial zoning from the residents at Palmera Ridge.

We have reserved the *Sienna House* in the Rancho Sienna neighborhood for an open house style meeting to discuss any questions or concerns you may have regarding this project. **This meeting will be held Tuesday, December 19th, from 5-7pm at 404 Via De Sienna Blvd, Georgetown, TX 78628.**

If you are unable to attend the meeting and would like to reach out with questions, please do not hesitate to contact me at (512) 799-8978 or bgh@stonecrestinvestments.com.

Sincerely,

Blake Herman
Asset & Construction Manager
StoneCrest Investments

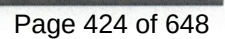
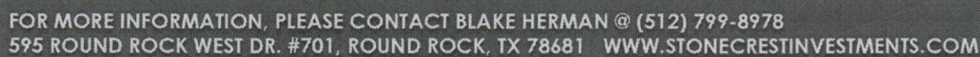
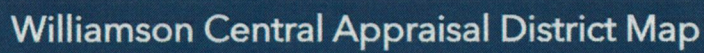


EXHIBIT A

Hero Ranch Minor Planned Unit Development

A. Purpose and Intent

1. The Hero Ranch Minor PUD is comprised of approximately 14.5 acres, as shown in **Exhibit B**. The development of this property includes commercial uses.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
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.

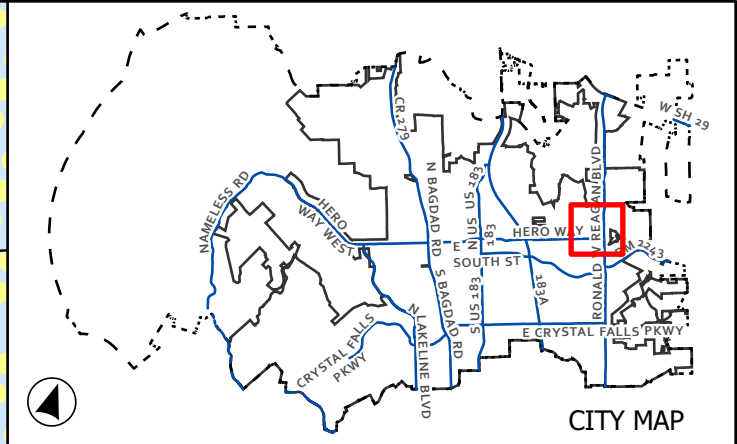
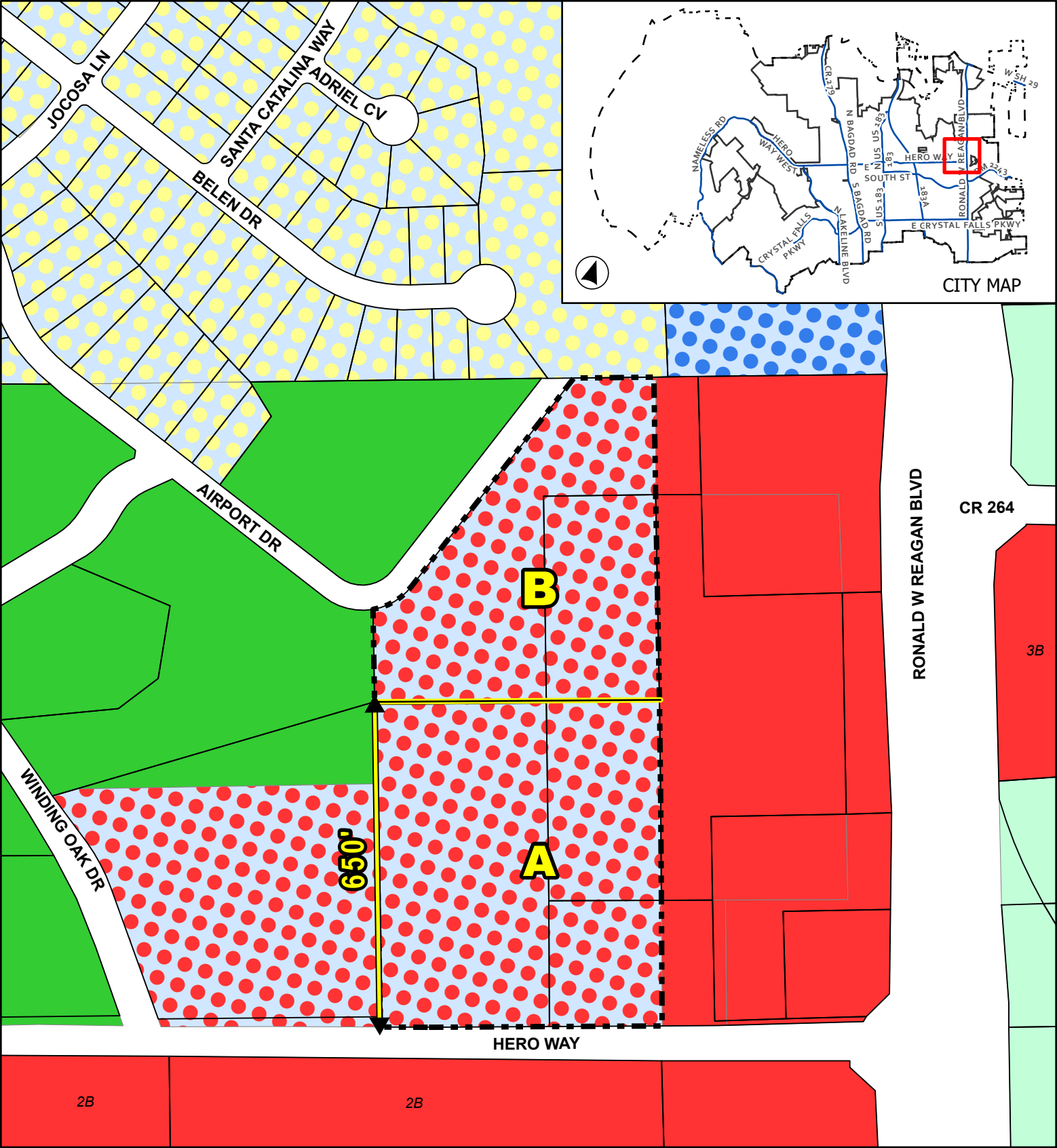
GC-3-C (General Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted within the GC use component except as limited below.
2. The following uses shall be prohibited on Parcel B as shown in **Exhibit B**:
 - a. Bar, nightclub or private club
 - b. Manufactured housing sales and accessory building sales
 - c. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals.

CI. Development Standards

1. Building height on Parcel B shall be limited to one (1) story and thirty-five (35') feet.



CASE: Z-24-0112 EXHIBIT B HERO RANCH

Proposed Zoning

- | | |
|--------------------------------|--------------------------|
| Leander City Limits | LC - Local Commercial |
| Extra-Territorial Jurisdiction | GC - General Commercial |
| Subject Boundary | PUD - Single-Family |
| SFR - Single-Family Rural | PUD - Mixed Use |
| SFS - Single-Family Suburban | PUD - General Commercial |



0 90 180

Feet

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

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 HERO RANCH MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF INTERIM SFR-1-B (SINGLE-FAMILY RURAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 14.5 acres $\pm$; being more particularly described in Exhibit "B"; generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the north side of Hero Way; identified by Williamson Central Appraisal District tax identification numbers R031758, R098017, R473771, and R098019; more particularly described in Instrument Number 2016075658; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning district of GC-3-C (General Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not

amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 16th May, 2024.

FINALLY PASSED AND APPROVED on this the 6th June, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 25, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss**

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All Commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the April 18, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak

CONSENT AGENDA: ACTION

Motion: To approve Consent Agenda Items 6 through 10.

By: Board Member May

Seconded: Board Member Oliver

Vote: 7 - 0

6. Approval of Subdivision Case FP-22-0012 regarding Bar W Ranch West Phase 10 Final Plat on six (6) parcels of land approximately 53.097 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R590364, R652645, R573683, R539735, R652644, and R654376; generally located west along Stamp Iron Avenue and Bar W Ranch Boulevard, Leander, Williamson County, Texas.

7. Approval of Subdivision Case FP-22-0032 regarding Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Final Plat on one (1) parcel of land approximately 47.61 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located west of the intersection of Travisso Parkway and Via Levanzo Road, Leander, Travisso County, Texas.
8. Approval of Subdivision Case FP-22-0037 regarding Torrente-Warr Acres Short Form Final Plat on one (1) parcel of land approximately 23.417 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031658; generally located east of the terminus of Oak Grove Road, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-23-0072 regarding Gateway 29 Final Plat on ten (10) parcels of land approximately 34.051 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R649811, R464196, R319215, R534766, R534765, R418530, R620027, R403523, R534764 and R534763; generally located at the southwest corner of SH 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 11, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing regarding Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision #1 on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

Debbie Almond had questions
James Lyons was in favor with fences.

Motion: To approve Concept Plan CP-23-0027

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 7 - 0

12. Conduct a Public Hearing and consider action regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a Mobile Food Establishment Park on one (1) parcel of land approximately 0.18 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.

No one spoke in favor or opposition of the request.

Motion: To approve Zoning Case Z-24-0107

By: Board Member Oliver
Seconded: Board Member May

Vote: 6 - 1 Board Member Moss

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres ± in size, more particularly described by Williamson Central Appraisal

District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request was Rocky Brown, 2512 Belen Dr and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone zoning case Z-24-0112 to the next May 9, 2024 P & Z meeting, so staff can work with the applicant on a Minor PUD Amendment.

By: Board Member Mahan

Seconded: Board Member Cosgrove

Vote: 7 - 0

14. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding CPA-23-0007 as described above.
- Discuss and consider action regarding Zoning Case Z-22-0023 as described above.

(This case was postponed until June 27, 2024.)

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Speaking in opposition was Joshua Raley, 724 Mallow Rd. and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone Zoning Case Z-24-0118 until the May 9, 2024 P & Z meeting to review revised PUD Notes.

By: Board Member Cosgrove

Seconded: Board Member Oliver

Vote: 7 - 0 None

REGULAR AGENDA

16. Adjournment Adjourned at 7:42 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 9, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss**

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the May 2, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda items 6 through 10

By: Board Member May

Seconded: Board Member Calame

Vote: 7 - 0 None

6. Approval of Subdivision Case PP-22-0003 regarding Greenlight Village Preliminary Plat on two (2) parcels of land approximately 14 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; generally located on the south side of Hero Way West, approximately 1,400 feet west of Broade Way, Leander, Williamson County, Texas.

7. Approval of Subdivision Case PP-23-0048 regarding Hwy 29 Commercial Subdivision Preliminary Plat on one (1) parcel of land approximately 50.64 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032262; generally located south of SH 29, approximately 1,300 feet west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
8. Approval of Subdivision Case FP-23-0088 regarding Williams Tract Final Plat on four (4) parcels of land approximately 14.038 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R315744, R031687, R099947, R031690 ; generally located 430 feet to the north of the intersection of Waterfall Ave. and CR 279, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-21-0006 regarding Rosenbusch Ranch Phase 3 Final Plat on one (1) parcel of land approximately 34.696 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R654110; generally located northwest of the intersection of Vista Ridge Drive and Alta Vista Drive, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 25, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Subdivision Case FP-23-0055 to consider the replat of Lots 37, 38, and 39, Hidden Mesa Subdivision as Crystal Mesa Cove Two Final Plat on three (3) parcels of land approximately 10.339 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, and 354050; and generally located to the southwest of the intersection of on the west of High Lonesome and CR 290, Leander, Travis County, Texas.

- Discuss and consider action on Subdivision Case FP-23-0055 as described above.

No one spoke in favor or opposition of the request.

Motion to approve the Final Plat FP-23-0055

By: Board Member Cosgrove

Seconded: Board Member Moss

Vote: 7 - 0 None

12. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0065 to amend the current zoning of PEC PUD (Planned Unit Development) to change the zoning to GC-2-C (General Commercial) on one (1) parcel of land approximately 12.405 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R623019; and legally described as Lot 1, Block A, PEC Data Center, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0065 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0065

By: Board Member Oliver

Seconded: Board Member Calame

Vote: 7 - 0 None

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0091 to amend the current zoning of PEC PUD (Planned Unit Development) to adopt the North Creekside Commons Minor PUD (Planned Unit Development) with the base zoning of GC-2-A (General Commercial) on a portion of the original PUD, on two (2) parcels of land approximately 14.88 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031359 and R635253; and generally located 850 feet to the southeast of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0091 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-23-0091

By: Board Member Lantrip

Seconded: Board Member Mahan

Vote: 7 - 0 None

14. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0019 to amend the Composite Zoning Ordinance to update definitions, add uses and create criteria for Vape Shops, Smoke Shops and Cosmetic Services, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0019 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Ordinance Case OR-24-0019 with the change to allow Vape Shops and Smoke Shops in the GC (General Commercial) use component, prohibiting in the LC (Local Commercial) use component - Discussion occurred.

By: Board Member Mahan

Seconded: Board Member Moss

Vote: 5 - 2 Board Member Cosgrove, Board Member Calame

REGULAR AGENDA

15. Discuss and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Hero Ranch Minor PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Motion to approve Zoning Case Z-24-0112

By: Board Member May
Seconded: Board Member Mahan

Vote: 7 - 0 None

16. Discuss and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request: see attachment

Spoke in opposition of the request:
Laura Marques 724 Mallow Rd
Venkata Bharath Kumar Reddy Chamala 912 Mallow Rd
Joshua Raley 724 Mallow Rd

Motion to approve Zoning Case Z-24-0113 - Discussion occurred

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 3 - 4 Board Member May, Board Member Moss, Board Member Lantrip, Board Member Calame

Motion failed

Motion to approve Zoning Case Z-24-0113 with an update to the PUD notes to provide a limit of main stage concerts at a maximum of once per quarter.

By: Board Member Calame
Seconded: None

Motion failed due to lack of a second

17. Adjournment Adjourned at 7:27 p.m.

APPROVED

CHAIR

ATTEST:

ITEM 16 (Z-24-0113) POSITION READ INTO RECORD - AGAINST

First Name	Last Name
Sai krishna	Sirimulla
Kutbuddin	Bori
Rajkishore	Patra
Nirali	Patel
Suman	Gudooru
Chintan	Shah
Suresh	Polisetti
Saroja	Velamati
Phaneendra	Vankadara
Chitresh	Saxena
Ritika	Jain
Shridhar	Mallajosula
Samatha	K
Bharat K	Vykuntam
Navya	Atham
Vagdevi	Varanasi
Karthik	Kandukuri
Apoorva	Marri
Tharun Anand Reddy	Sure
Manasa	Edavalli
Venkata Naga Siva	Seelam
Rajender	Shanigaram
Naga Veera	Boorla
Sathwik Reddy	Kotha
Yamini	Munaga
sasank	kalluri
Nidhi	Mehta
Yamini	Munaga
Anvesh	Chikulapalli
Kartik	Patel
Varun Chowdary	Vejella
Kiran Teja	Settipalli
Pramod	Haralahalli Manjappa
Himanshu	Dhami
Krishna	Dhanekula
Ramyakrishna	Vairagyam
Krishna Chaitanya	Prati
Rohit	Gupta
pradyut	madhavaram
Veera	Macharla
Shikha	Sharma

Srujan	Seelamanthula
Nitish	Paliwal
Ananda Kumar	Halvagalu
Sathishkumar	Ganesan
Arun	Vuyala
Anilkumar	Narlinga
Vikas	Kumar
Balamurugan	Muthusamy
Arun	Singaraju
Harshavardhan	Gavini
Vinaykrishnan	Menon
Nishtha	Adroja
Tanuja	Kambham
Shubham	Kumbhalkar
Suneel	Tikkavarapu
Manasa	Velamati
ujjwal	Kant
Pavan Kumar	Konnepati
Tushar	Nayak
Ibrahim	Jabbar
Shruti	Pujari
Abhishek	Agrawal
Sunny	Kathuria
Mounika	Tadanki
Kala	Sampat
Geetanjali	Rana
Kavya	jasti
Prasad chowdary	Sadineni
Nidhi	Mehta
Chandra	Shastri
NAMRATHA	VEMURI
Ravichandra	Rama
Devendra	Singh
Saavan	Patel
Vinay Kumar	Kalva
Vamsee	Pamidimukkala
Jin	Kang
Monil	Patel
Jahanzeb	Hashmi
Rahul	Ghantasala
Vaishali	mahavratayajula
Ranjith	Varadarajan
Sanket	Borhade
Snehal	Desavale

Jinali	Goradia
Sunil	Patel
Nirmit	Shah
Ajesh Raju	Pujari
Anuradha	Amabti
Sudheer	Vankayala
Santhosh kumar	Vankayalapati
GAURAV	MEROTHIYA
Rambabu	Dama
Venkata Sudheer	Manuri
RAM KAMAL SHOURIE	BODDUPALLI
Chandrika	Patel
Rajitha	Nyalakanti
Akhil	Eluri
Krishna	Kommineni
Ritesh	Bantiya
Nitin	Patidar
Bharat	Kallem
Madhukarreddy	Pappireddy
Mounika	Nalajala
Sukesh	Kumar
CHENDRA	BAYYARAM
Ajay	P
Mahendher	Bargadi
Harshini	Gadige
Vidyasagar	Panchanahalli Shivakumar
Rajyalakshmi	Kunapuli
Abha	Vaidya
Sanjay	Vaidya
Divya	Meda
Madhulatha	Pareddy
Govardhan	Chilveri
Vineela	Gavuji
Rabia	Batool
Parth	Raskapur
Pawan	Shrivastava
Maruthi	Godishala
Nikki	Ajmera
Aparna	Prati
Ashwin	Dakappagari
Sirichandana	Mupparaju
Nirmaltej	Jaldu
CHANDRA	GUNTAKANDLA
Krishna Veni	Nomula

Lakshmi Himaja	Mekala
Yogananda Kishore	Yalugoti
Sampath Kumar	Kunapareddy
Sathwik Reddy	Kotha

ITEM 16 (Z-24-0113) WRITTEN COMMENTS

First Name	Last Name	My position	My written comments
Vamsee	Pamidimukkala	I am AGAINST this item.	Concerts held near residential areas can lead to traffic congestion, noise disturbances, and safety issues. I am particularly concerned about the potential noise and safety hazards. My home is situated one mile away from a railway track, yet I can distinctly hear the train horn, which measures between 90 to 100 decibels, indicating the significant impact of noise even at this distance. With the proposed open concert venue being only 0.4 miles from my residence, it is evident that the Bryson community and neighboring houses/apartments will be greatly affected. Moreover, considering the upcoming toll road extension and development of the Northline, the noise from the concert is expected to intensify. These events often attract individuals under various influences, and with a trail connecting to the Bryson community trail, there are heightened concerns regarding the security of Bryson residents. Please consider these comments and also i suggest the city to please let the public know about the concert timings cutoffs and how city will gauge and regulate excessive noise.
Jin	Kang	I am AGAINST this item.	Hello, Thank you for reading my comments. Our neighborhood on Indian Apple way will be affected by the event centers noise pollution. We're already bothered by trains blowing their horn every night. Now the city is proposing to build an event center without adding noise protection verbiage in the PUD for the residents that will be most negatively affected. I can get behind a facility to enrich the community but I ask that you consider and protect the people that will be most affected by this plan. Thank you.
Jahanzeb	Hashmi	I am AGAINST this item.	I am strongly against this proposal. This will be a nightmare for the neighborhood due to noise, security concerns, added traffic, and overall disturbance to the quite life at Bryson. Iâ€™m voting strongly against this development.
Rahul	Ghantasala	I am AGAINST this item.	This will create noise pollution also makes our community less safer as it attracts more people especially during nights
Vaishali	mahavratayajula	I am AGAINST this item.	The current proposal not only contributes to noise pollution to residents in my street and me but also overall contributes to less security and safety for residents with lot of traffic and commuters accessing close proximities to community. It is not adding any additional benefit to community as we already have community center for small gatherings for residents. I do not intent to sacrifice peace of mind and safety owing to this proposal .. I vote is to against the proposal
Ranjith	Varadarajan	I am AGAINST this item.	As a resident of Bryson, I vehemently oppose the plan to have outdoor concert area and any type of amplified sound. This is right next to a residential community. Studies have shown that prolonged exposure of sounds greater than 70 decibel can cause hearing loss. Most studies show that prolonged exposure of sounds greater than 85 decibel will cause hearing loss. City will be sued if outdoor concert is permitted next to a residential area, even after all the opposition. No sounds greater than 70db should be allowed and 9 pm cutoff time for all outdoor activities.

Sanket	Borhade	I am AGAINST this item.	I recently moved to bryson ridge trl within bryson community. I have house in travis county but moved here for some quite neighborhood and green belts. I am in opposition add open amplified theatre area. I have concerns for noise impact, increased traffic, overflow parking for large events, and water impacts. Please consider this as my family's opposition since our home purchase seems to be waste for some quite neighborhood with less traffic.
Snehal	Desavale	I am AGAINST this item.	I have concerns for loud sound and noise. This will be really bad for our community where I want and like quite neighborhood. I am completely against as it will attract unwanted people around the neighborhood with no check without community being gated.
Jinali	Goradia	I am AGAINST this item.	This will cause a lot of nuisance and noise around the neighborhood. I live on the street right behind this - Willie Ranch Way and this is going to affect our living condition.
Sunil	Patel	I am AGAINST this item.	Having an outdoor concert hall adjacent to a master-planned neighborhood with young families could present several negative aspects: 1. Noise Pollution: Concerts can generate loud noises that disturb the peace and quiet of the neighborhood, especially during late hours. This can disrupt sleep patterns, cause stress, and affect the well-being of young children. 2. Traffic Congestion: Concert events may attract large crowds, leading to increased traffic in the area. This can pose safety risks for residents, especially children playing outdoors, and inconvenience for residents trying to navigate through congested streets. 3. Parking Issues: Concert attendees may struggle to find parking spaces, leading them to park in the neighborhood streets. This can inconvenience residents, reduce available parking for homeowners, and increase the risk of traffic accidents. 4. Safety Concerns: Large crowds and increased foot traffic around the concert hall could raise safety concerns for residents, particularly parents worried about their children's safety while playing outside or walking to nearby amenities. 5. Decreased Property Values: The presence of a noisy outdoor concert hall nearby could potentially lower property values in the neighborhood, as potential buyers may be deterred by the noise and other associated disruptions. Overall, while an outdoor concert hall can bring cultural and entertainment opportunities to an area, its proximity to a master-planned neighborhood with young children could lead to various negative impacts on residents' quality of life and safety.

	Exposure to man-made noise at night can have detrimental effects on young children in several ways: 1. Sleep Disturbance: Noise during the night can disrupt children's sleep patterns, leading to difficulty falling asleep, frequent awakenings, and overall poor sleep quality. This can result in fatigue, irritability, and difficulty concentrating during the day, affecting their cognitive development and academic performance. 2. Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. The unpredictability and intrusiveness of noise can trigger physiological stress responses, such as increased heart rate and elevated cortisol levels, which can negatively impact their mental and emotional well-being. 3. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Chronic sleep disturbances caused by nighttime noise can interfere with neural processes involved in learning, memory consolidation, and emotional regulation, potentially impairing cognitive development and socio-emotional functioning. 4. Physical Health Risks: Prolonged exposure to noise pollution at night has been associated with various physical health risks in children, including cardiovascular problems, compromised immune function, and metabolic disorders. These health effects can have long-term implications for their overall health and well-being. 5. Behavioral Issues: Children exposed to excessive nighttime noise may exhibit behavioral problems such as hyperactivity, impulsivity, and aggression. Disrupted sleep and chronic stress from noise pollution can exacerbate existing behavioral issues and contribute to challenging behaviors in young children. In summary, man-made noise at night can have significant detrimental effects on young children's sleep, stress levels, cognitive development, physical health, and behavior. Minimizing nighttime noise exposure and creating a quiet and peaceful sleep environment are essential for promoting the optimal growth and development of children during their formative years.
Nirmit Shah I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood Ajesh Raju Pujari I am AGAINST this item.

	This could greatly affect all children living in this area. We are not aware of Event center coming up here before we purchase property I urge cancel the outdoor event center, we see its allowed until 11 AM - How can families/people sleep in their houses with loud sounds/bass all around the place. There is a provision to increase sound limit to 110Db - Please cancel this. Impact on children: Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Anuradha Amabti I am AGAINST this item.	I am writing to express concerns on behalf of our community about the new convention center being constructed near our neighborhood. While we understand the potential economic benefits such a development brings, we are particularly worried about the noise levels and their effects on our children. Children are especially vulnerable to noise pollution, which can lead to significant health and behavioral issues. Persistent loud noises can interrupt sleep patterns, cause stress, and interfere with children's learning and concentration. With the proximity of the convention center, our children might be exposed to frequent and potentially loud events that could disrupt their daily routines and comfort. Moreover, the noise could also affect local schools, potentially disrupting the educational environment and making it difficult for students to concentrate during school hours. It's crucial that such factors are considered, and appropriate measures are implemented to mitigate these impacts. We urge the development team and local officials to engage with our community in assessing these concerns and exploring solutions such as soundproofing measures, scheduling considerations to minimize disruption during school hours, and ongoing monitoring of noise levels to ensure they remain within safe limits for residential areas. We look forward to your understanding and cooperation in ensuring that our community remains a safe and comfortable place for our children to grow and learn. Sincerely, Sudheer
Sudheer Vankayala I am AGAINST this item.	

Santhosh kumar	Vankayalapati	I am AGAINST this item.	Hi, Having a open air venue so close to a residential area causes issues by increasing noise at night (even if its restricted till 11) and also can be a security issue for an ungated community as Bryson. Those are the reasons (peace and security) we choose Bryson and Leander for our home. But this new change would effect both.
GAURAV	MEROTHIYA	I am AGAINST this item.	Sound Levels , Security to neighbors and children sleep . not a good idea to have event venue so near to residential area.
Rambabu	Dama	I am AGAINST this item.	1.Noise during the day or night can disrupt children's sleep patterns, Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Most of us work from home. Noise levels might impact our livelihood. 2.People from the party might access the community after getting high, causing the trouble to peaceful community members. 3.We donâ€™t want any access through the Bryson community as it might cause unwanted traffic through the community causing safety/accident issues. Most of us work from home. Noise levels might impact our livelihood. People from party might access the community after getting high and causing the troubles to peaceful community members.
Venkata Sudheer	Manuri	I am AGAINST this item.	Sound Pollution: Loud music close to residential community till late hours (11 pm) will have serious impact on people living nearby, especially on young children. It causes sleep depravity, stress, affects the mood and impacts productivity. It will lead to other health complications as well. Safety: Having a music venue close to residential community will expose the community to a lot of new people who will be usually drunk at late night and might cause safety issues to people living in the community. It will have negative impact on the residential community and disturbs the peace and clamness that the community is currently known for. We suggest to move this event venue to other side of 183A which is the downtown district.

			The idea of an event center so close to residential place doesn't bode well. I understand that Texas is growing and Leander grew exponentially over the past few years and this looks as part of growth but everything cannot be quantified by business, event places so close to residential properties. Such places need to be accessible but away. Few things to note, noise pollution, traffic, safety, well being. Pollution, Traffic is something that is growing and we all are dealing with it but no one wants to have those so close to what you call home. With event center so close the other factors come into picture. Bryson is a young community with a lot of kids and in the formative years kids exposure to sound, lights, is detrimental to growth, and these have impacts on adults as well. People attending these events they enjoy but later have a quite night sleep at their home which will not be the case for Bryson residents. Probability of safety concerns increase drastically as its like home is literally on the road with some many people from different walks of life visiting the event center. No one should live in fear of safety at a place one calls home. Let home remain a home for Bryson residents and I strongly disapprove of his event center proposal.
RAM KAMAL SHOURIE	BODDUPALLI	I am AGAINST this item.	I am AGAINST having an outdoor concert venue adjacent to my neighborhood. Exposure to man-made noise at night can have detrimental effects on young children in several ways: 1. Sleep Disturbance: Noise during the night can disrupt children's sleep patterns, leading to difficulty falling asleep, frequent awakenings, and overall poor sleep quality. This can result in fatigue, irritability, and difficulty concentrating during the day, affecting their cognitive development and academic performance. 2. Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. The unpredictability and intrusiveness of noise can trigger physiological stress responses, such as increased heart rate and elevated cortisol levels, which can negatively impact their mental and emotional well-being. 3. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Chronic sleep disturbances caused by nighttime noise can interfere with neural processes involved in learning, memory consolidation, and emotional regulation, potentially impairing cognitive development and socio-emotional functioning. 4. Physical Health Risks: Prolonged exposure to noise pollution at night has been associated with various physical health risks in children, including cardiovascular problems, compromised immune function, and metabolic disorders. These health effects can have long-term implications for their overall health and well-being. 5. Behavioral Issues: Children exposed to excessive nighttime noise may exhibit behavioral problems such as hyperactivity, impulsivity, and aggression. Disrupted sleep and chronic stress from noise pollution can exacerbate existing behavioral issues and contribute to challenging behaviors in young children. In summary, man-made noise at night can have significant detrimental effects on young children's sleep, stress levels, cognitive development, physical health, and behavior. Minimizing nighttime noise exposure and creating a quiet and peaceful sleep environment are essential for promoting the optimal growth and development of children during their formative years.
Chandrika	Patel	I am AGAINST this item.	

Rajitha	Nyalakanti	I am AGAINST this item.	It is very close to the community and will have sleep disturbance, stress and anxiety, impaired brain development in kids.
Akhil	Eluri	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Krishna	Kommineni	I am AGAINST this item.	Concerned about the noise that produces within the community. How people can rest peacefully
Ritesh	Bantiya	I am AGAINST this item.	an open event center will increase the crime likelihood next to our homes. The increased sound levels (for an outdoor area) will also impair a good healthy growth of our children. We will oppose this decision vehemently.
Nitin	Patidar	I am AGAINST this item.	This is going to be problematic for Bryson residents, specially for children and students . This can cause noise and security concern, which can impacts children's daily routine
Bharat	Kallem	I am AGAINST this item.	Too close to a residential community and elementary school. The added sound pollution and traffic will not be good for the kids in the neighborhood.
Madhukarreddy	Pappireddy	I am AGAINST this item.	This proposed project can cause severe disturbance to the residents in Bryson community. I believe this outdoor event center will be a safety issue for the community due to the nature of the events being arranged. The man-made noise at night can have significant detrimental effects on young children's sleep, stress levels, cognitive development, physical health, and behavior.
Mounika	Nalajala	I am AGAINST this item.	Persistent nighttime noise can significantly interrupt the sleep patterns of children, hindering their rest. Working at all day long and at nights having such disturbance will impact quality sleep is critical for optimal brain development in early childhood. Disruptions caused by noise can impair this vital process, affecting cognitive and developmental growth.
Sukesh	Kumar	I am AGAINST this item.	- safety and security for the residents after the event is at risk - noise pollution for residents and pets - school area. Kids need to go to school next day and may be disturbed due to the late night event
CHENDRA	BAYYARAM	I am AGAINST this item.	Noise during the night can disrupt children's sleep patterns. Adequate sleep is crucial for the developing brain, especially during early childhood. Persistent exposure to nighttime noise can induce stress and anxiety in young children.
Ajay	P	I am AGAINST this item.	Loud music until 11 PM in a residential neighborhood is a ridiculous idea. We want a peaceful and safe neighborhood where our kids can play and sleep calmly. The traffic it's going to generate would simply squeeze the safety and capacity on the roads. And connection to the amenities amenities maintained by Bryson using our money is not at all acceptable.

1. Sleep Disturbance: Noise during the night can disrupt children's sleep patterns, leading to difficulty falling asleep, frequent awakenings, and overall poor sleep quality. This can result in fatigue, irritability, and difficulty concentrating during the day, affecting their cognitive development and academic performance.
2. Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. The unpredictability and intrusiveness of noise can trigger physiological stress responses, such as increased heart rate and elevated cortisol levels, which can negatively impact their mental and emotional well-being.
3. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood. Chronic sleep disturbances caused by nighttime noise can interfere with neural processes involved in learning, memory consolidation, and emotional regulation, potentially impairing cognitive development and socio-emotional functioning.
4. Physical Health Risks: Prolonged exposure to noise pollution at night has been associated with various physical health risks in children, including cardiovascular problems, compromised immune function, and metabolic disorders. These health effects can have long-term implications for their overall health and well-being.
5. Behavioral Issues: Children exposed to excessive nighttime noise may exhibit behavioral problems such as hyperactivity, impulsivity, and aggression. Disrupted sleep and chronic stress from noise pollution can exacerbate existing behavioral issues and contribute to challenging behaviors in young children.

Mahendher	Bargadi	I am AGAINST this item.	
Harshini	Gadige	I am AGAINST this item.	Security issue, noise concerns, traffic issue, children safety issue, stress and anxiety.
Vidyasagar	Panchanahalli Shivakumar	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children.
Rajyalakshmi	Kunapuli	I am AGAINST this item.	Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood.
Abha	Vaidya	I am AGAINST this item.	Noise , traffic , safety, house prices. This kind of thing cannot be in a residential area.
Sanjay	Vaidya	I am AGAINST this item.	Noise, traffic and safety are big issues for us.
Divya	Meda	I am AGAINST this item.	Too much Noise Security issues to residents High risk of unnecessary traffic to the community.
Madhulatha	Pareddy	I am AGAINST this item.	This is of a huge security concern for the residents living in the locality as people of different kinds will be attending the events and it can impose huge threat. Also there will be traffic issue and noise during late night is not tolerable
Govardhan	Chilveri	I am AGAINST this item.	Security issues and traffic issues may come up as it is close to community. Noise disturbance may affect:

Vineela	Gavuji	I am AGAINST this item.	Hi, being a mother of young kids, I feel pretty uncomfortable with the idea of any developments near home which involves strangers and increase in traffic. It's obviously worrisome when kids are playing in backyard and with an event center in close proximity it feels as if they are being exposed. I am all for Leander's growth but not near any residential places. We want to keep feeling safe at home. I have strong reservations and an absolute no for commercial developments pretty close to home. I am concerned not just about safety but development issues for kids and overall well being for all residents, things can go out of hands with event centers where there will noise pollution, bright lights which hinder one from having a good night's sleep. I recommend the council to NOT entertain any commercial developments so close to residential areas, in future.
Rabia	Batool	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Parth	Raskapur	I am AGAINST this item.	Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic to Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Pawan	Shrivastava	I am AGAINST this item.	Increased noise levels from concerts disrupt the peace and tranquility of nearby residential neighborhoods. Loud music and crowd noise can penetrate home, making it difficult for residents to fall asleep or stay asleep. Sleep disturbance caused by nighttime concerts can lead to fatigue, irritability, and decreased cognitive function among affected residents. Sound amplification systems used during concerts can produce vibrations that are felt in neighboring homes, further disrupting sleep patterns. Sleep disruption due to noise pollution can have long-term health consequences, including an increased risk of cardiovascular disease, hypertension, and mental health disorders.
Maruthi	Godishala	I am AGAINST this item.	Noise during the night can disrupt Children's sleep patterns Significant safety and Noise disturbance concerns

Nikki	Ajmera	I am AGAINST this item.	Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Aparna	Prati	I am AGAINST this item.	Having concerts will bring in Sleep disturbance. It will also have Safety issue due to increased car and food traffic. This will lead to Stress and Anxiety amongst residents
Sirichandana	Mupparaju	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'
Nirmaltej	Jaldu	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'
CHANDRA	GUNTAKANDLA	I am AGAINST this item.	Talk about Sound levels, close to community , too high level sound allowed until 11 PM . How could children get sleep or attend schools etc ..
Krishna Veni	Nomula	I am AGAINST this item.	Sleep Disturbance: Noise during the night can disrupt children's sleep patterns Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children. Impaired Brain Development: Adequate sleep is crucial for the developing brain, especially during early childhood
Lakshmi Himaja	Mekala	I am AGAINST this item.	'Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.'

			Significant Safety and Noise disturbance concerns for Bryson Community: - â€¢ Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - â€¢ Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - â€¢ Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - â€¢ Impaired Brain Development:
Sampath Kumar	Kunapareddy	I am AGAINST this item.	Adequate sleep is crucial for the brain, especially during early childhood as well as old age. Significant Safety and Noise disturbance concerns for Bryson Community: - Noise disturbance: Noise during the night can disrupt children's and seniors sleep patterns. - Safety: Additional car and foot traffic through Bryson community roads can lead to potential safety issues especially during evening and night hours. - Stress and Anxiety: Persistent exposure to nighttime noise can induce stress and anxiety in young children and seniors. - Impaired Brain Development: Adequate sleep is crucial for the brain, especially during early childhood as well as old age.
Sathwik Reddy	Kotha	I am AGAINST this item.	



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024A, in an aggregate principal amount not to exceed \$10,000,000.00, for the purposes of paying contractual obligations of the City to be incurred for (1) City-wide road, street, and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to San Gabriel Parkway; and (2) the payment of professional services and costs of issuance related thereto.

- Discuss and consider action regarding an ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024A; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said certificates (road, street and traffic signalization improvements).

BACKGROUND:

This Ordinance authorizes the issuance of City of Leander, Texas Combination Tax and Revenue Certificates of Obligation (the “Certificates”) in amount not to exceed \$10,000,000.00 to finance certain of the City’s transportation projects.

The proceeds of the Certificates will be used to fund projects in the current transportation-related Capital Improvements Program (CIP). These projects include San Gabriel Parkway East Phase 2 (T.11), which is a two (2)- lane extension that would connect the existing San Gabriel Parkway from Palmera Ridge east to Ronald Reagan Boulevard; and San Gabriel Parkway East Phase 3 (T.46), which would connect the existing San Gabriel Parkway west to CR 270. Construction costs, inclusive of both projects (T.11 and T.46), are projected to be \$10,000,000. Any balance of funds remaining after construction of the San Gabriel improvements would be allocated to the City's capital reserve fund and would be allocated to future projects as determined by the City Council and in a manner consistent with the related bond covenants.

If the Council approves the issuance of these Certificates for City transportation projects at the same time as the issuance of the utility-purpose COs, considered in a separate item at this Council meeting, the City could take advantage of certain cost-of- issuance and time savings by doing both at the same time.

The par amount of the Certificates will be determined the morning of May 16, 2024 when the Certificates are priced and the City’s Financial Advisor will present the Council with the details of the pricing and the repayment structure for the Certificates at the May 16th Council meeting.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval of Issuance of the Certificates of Obligation

PRESENTER:

Robert G. Powers, Executive Director of Finance

Fiscal Impact

Attachments:

1. Ordinance Authorizing Leander COs 2024A 1

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$____,000 "CITY OF LEANDER, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024A"; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES

Date of Approval: May 16, 2024

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EXHIBIT A – Form of Paying Agent/Registrar Agreement

ORDINANCE NO. 24-__-__

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$_____,000
“CITY OF LEANDER, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2024A”; AUTHORIZING
THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND
RELATED TO THE ISSUANCE OF SAID CERTIFICATES**

WHEREAS, the City Council of the City of Leander, Texas (the “City”) originally determined that it should issue certificates of obligation in an amount not to exceed \$23,500,000, for the purpose of paying contractual obligations of the City to be incurred for (1) City-wide road, street, and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to San Gabriel Parkway; and (2) the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of public hearing and intention to issue said certificates of obligation for such purposes has been published in the *Hill Country News*, a newspaper found and determined to be of general circulation in the City of Leander, Texas, on February 22, 2024 and on February 29, 2024, the date of the first publication of such notice being before the forty-fifth (45th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on May 16, 2024, the City Council of the City of Leander, Texas, convened at 7:00 p.m. and after a public hearing, considered passage of an ordinance authorizing the issuance of said certificates of obligation (the “Ordinance”); and

WHEREAS, the certificates of obligation in the principal amount of \$_____,000 should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

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

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

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

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

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

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

“Certificate” or “Certificates” means the Certificates authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024A,” in the aggregate principal amount of \$____,000, and which shall be secured by the full faith and credit of the City and as more specifically described in Article II of this Ordinance.

“City” means the City of Leander, Texas.

“City Council” means the City Council of the City.

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

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

“Defeasance Securities” mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

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

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

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

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

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

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

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

“Interest Payment Date” means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2025.

“Mayor” means the Mayor of the City.

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

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

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

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

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

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

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

“Underwriters” means FHN Financial Capital Markets and Raymond James &

Associates, Inc.

“Waterworks and Sewer System” means the City’s combined water and sewer utility system.

Section 1.02. Findings.

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

Section 1.03. Table of Contents, Titles and Headings.

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

Section 1.04. Interpretation.

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

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

ARTICLE II
SECURITY FOR THE CERTIFICATES CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates.

Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be

paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

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

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

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

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

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

Section 2.02. Revenue Pledge.

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

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

Section 2.03. Effect of Pledge.

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

Section 2.04. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024A Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

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

Section 2.05. Project Fund.

(a) A special fund or account, to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024A Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Project Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates (other than proceeds representing accrued interest on the Certificates and any premium on the Certificates that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Project Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline, and for the payment of professional services and costs of issuance related thereto (the "Project").

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

Fund.

Section 2.06. Security of Funds.

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

ARTICLE III
AUTHORIZATION: GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024A" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$____,000 for the purpose of paying contractual obligations of the City to be incurred for (i) City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline; and (ii) the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated June 18, 2024 and shall bear interest on the unpaid principal amount thereof from the Date of Delivery (anticipated to be June 18, 2024) (which date shall be noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

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

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2025	\$	%	2035	\$	%
2026		%	2036		%
2027		%	2037		%
2028		%	2038		%
2029		%	2039		%
2030		%	2040		%
2031		%	2041		%
2032		%	2042		%
2033		%	2043		%
2034		%	2044		%

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the later of the Date of Delivery or from the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 15 and August 15 of each year, commencing on February 15, 2025, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

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

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

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

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

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

Section 3.04. Control, Execution and Initial Registration.

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

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

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

(d) On the Date of Delivery, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Underwriters, or

their Representative, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their Representative. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Underwriters or their Representative.

Section 3.05. Ownership.

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

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

Section 3.06. Registration, Transfer and Exchange.

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

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

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

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

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

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

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

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or

replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

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

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

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

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

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

Section 3.09. Replacement Certificates.

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

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

- (i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;
- (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and
- (iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued

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

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

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

Section 3.10. Book-Entry-Only System.

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

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be

valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations.

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

System, which are senior to the lien and pledge of the Surplus Revenues securing payment of the Certificates.

ARTICLE IV REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

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

Section 4.02. Optional Redemption.

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

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

Section 4.03. Partial Redemption.

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

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

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

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

Section 4.04. Notice of Redemption to Owners.

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

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

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

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

Section 4.05. Payment Upon Redemption.

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

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

Section 4.06. Effect of Redemption.

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

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

Section 4.07. Lapse of Payment.

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

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

ARTICLE V PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, Dallas, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

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

Section 5.02. Qualifications.

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

Section 5.03. Maintaining Paying Agent/Registrar.

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

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

Section 5.04. Termination.

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

Section 5.05. Notice of Change to Owners.

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

Section 5.06. Agreement to Perform Duties and Functions.

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

Section 5.07. Delivery of Records to Successor.

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

ARTICLE VI
FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

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

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

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

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

Section 6.02. Form of the Certificates.

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

(a) Form of Certificate.

REGISTERED

REGISTERED

No. R-_____

\$_____

United States of America
State of Texas
CITY OF LEANDER, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024A

Dated Date: Interest Rate: Stated Maturity: CUSIP No.:

June 18, 2024 _____% August 15, 20____

Date of Delivery: June 18, 2024

Registered Owner:

Principal Amount: DOLLARS

THE CITY OF LEANDER, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated, and to pay interest on the unpaid Principal Amount hereof from the Date of Delivery shown above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2025. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of \$_____,000 (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an

Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline, and for the payment of professional services and costs of issuance related thereto.

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

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

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

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

Capitalized terms used herein have the meanings assigned in the Ordinance.

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

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

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

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

Mayor
City of Leander, Texas

City Secretary
City of Leander, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

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

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

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

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

[SEAL]

Comptroller of Public Accounts
of the State of Texas

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

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

BOKF, NA
Dallas, Texas
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto/

(Please print or typewrite name and address, including zip code, of Transferee)

_____ the within Certificate and all rights
(Please insert Social Security or Taxpayer Identification Number)
thereunder, and hereby irrevocably constitutes and appoints _____, attorney,
to register the transfer of the within Certificate on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

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

(e) Form of Initial Certificate.

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

REGISTERED
No. I-1

\$_____,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LEANDER, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024A

Dated Date: June 18, 2024

Date of Delivery: June 18, 2024

Registered Owner: _____

Principal Amount: _____ THOUSAND DOLLARS

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

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>INSTALLMENTS</u>	<u>INTEREST</u> <u>RATE</u>
-----------------------------------	---	--------------------------------

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

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2025. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

Section 6.03. CUSIP Registration.

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

CUSIP Numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

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

ARTICLE VII
SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

Section 7.01. Approval of Documents.

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

Section 7.02. Sale of the Certificates.

(a) The Certificates are hereby sold and shall be delivered to the Underwriters at a price of \$_____ (representing the par amount of the Certificates of \$_____,000.00, plus an original reoffering premium of \$_____, and less an Underwriters' discount of \$_____), pursuant to the terms and provisions of the Purchase Agreement of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Purchase Agreement on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of _____.

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

- (1) \$_____.00 to the Project Fund consisting of \$_____,000.00 from the par amount of the Certificates and \$_____.00 from premium; and
- (2) \$_____ from premium to pay the costs of issuance, consisting of:
\$_____ of general costs of issuance; and
\$_____ of Underwriters' Discount.

Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Certificates and any

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

Section 7.04. Control and Delivery of Certificates.

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

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

ARTICLE VIII
INVESTMENTS

Section 8.01. Investments.

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

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available by the Authorized Officials to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;
- (2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

- (5) to refrain from taking any action that would result in the Certificates being “federally guaranteed” within the meaning of section 149(b) of the Code;
- (6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with—
 - (i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,
 - (ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;
- (7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);
- (8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;
- (9) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and
- (10) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

In order to facilitate compliance with the above covenants (8) and (9), a “Rebate Fund” is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other

person, including without limitation the Certificateholders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary and the Executive Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Reserved.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is

hereby declared to be an “Event of Default,” to wit:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable;
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or
- (iii) the City declares bankruptcy.

Section 10.02. Remedies for Default.

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

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

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

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

ARTICLE XI
DISCHARGE

Section 11.01. Discharge and Defeasance. If the City shall pay or cause to be

paid, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Defeasance Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar or any trust company or commercial bank that does not act as a depository for the City, which Defeasance Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

ARTICLE XII CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions.

As used in this Article XII, the following terms have the meanings ascribed to such terms below:

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

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

Section 12.02. Annual Reports.

The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA. The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 7.03 of this Ordinance under Tables 1

through 6 and 8 through 14 of the Official Statement (the “Annual Financial Information”). The City shall additionally provide financial statements of the City (the “Financial Statements”) that will be (1) prepared in accordance with the accounting principles described in Appendix B thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in Appendix B thereto and (2) audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2024. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

Section 12.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates or other material events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For the purposes of the preceding clauses (15) and (16) of this Section 12.03 of this Ordinance, the term, "financial obligation" means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of a debt obligation or any such derivative instrument. The term financial obligation shall not include municipal securities as to which a final official statement has been provided to

the Municipal Securities Rulemaking Board consistent with Rule 15c2-12 of the Securities Exchange Act of 1934.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 by the time required by this Section.

Section 12.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 12.03 of any bond calls and defeasance that cause the City to no longer be such an “obligated person.”

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

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

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted

an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII MISCELLANEOUS

Section 13.01. Further Procedures.

The Authorized Officials of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager, Executive Finance Director and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners,

including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by Registered Owners for consent to such amendment.

Section 13.03. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 13.04. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13.05. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 16th day of May 2024.

Mayor
City of Leander, Texas

ATTEST:

City Secretary
City of Leander, Texas

[CITY SEAL]

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024B, in an aggregate principal amount not to exceed \$23,500,000.00 for the purposes of paying contractual obligations of the City to be incurred for (1) City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline; and (2) the payment of professional services and costs of issuance related thereto.

- Discuss and consider action regarding an ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2024B; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said Certificates (water and wastewater utility system improvements).

BACKGROUND:

This Ordinance authorizes the issuance of City of Leander, Texas Combination Tax and Revenue Certificates of Obligation (the “Certificates”) in amount not to exceed \$23,500,000.00 to finance certain of the City’s utility projects.

The proceeds of the Certificates will be used to fund utility City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline. Planned allocations of the bond proceeds are as follows:

- Advanced Metering Infrastructure (AMI) = \$10,000,000,
- Bagdad Terminus Pump Station, Ground Storage Tank and Waterline = \$10,000,000, and
- BCRUA Phase 2A Design - Water Treatment Plant Expansion = \$3,500,000.

If the Council approves the issuance of these Certificates for City utility projects at the same time as the issuance of the transportation-related COs, considered in a separate item at this Council meeting, the City could take advantage of certain cost-of- issuance and time savings by doing both at the same time.

The par amount of the Certificates will be determined the morning of May 16, 2024, when the Certificates are priced and the City’s Financial Advisor will present the Council with the details of the pricing and the repayment structure for the Certificates at the May 16th Council meeting.

The Public Hearing is proposed to be May 16, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval of Issuance of the Certificates of Obligation

PRESENTER:

Robert G. Powers, Executive Director of Finance

Fiscal Impact

Attachments:

1. Ordinance Authorizing Leander COs 2024B 2

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$____,000 "CITY OF LEANDER, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024B"; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES

Date of Approval: May 16, 2024

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EXHIBIT A – Form of Paying Agent/Registrar Agreement

ORDINANCE NO. 24-__-__

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$_____,000
“CITY OF LEANDER, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2024B”; AUTHORIZING
THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND
RELATED TO THE ISSUANCE OF SAID CERTIFICATES**

WHEREAS, the City Council of the City of Leander, Texas (the “City”) originally determined that it should issue certificates of obligation in an amount not to exceed \$23,500,000, for the purpose of paying contractual obligations of the City to be incurred for (i) City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline; and (ii) the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of public hearing and intention to issue said certificates of obligation for such purposes has been published in the *Hill Country News*, a newspaper found and determined to be of general circulation in the City of Leander, Texas, on February 22, 2024 and on February 29, 2024, the date of the first publication of such notice being before the forty-fifth (45th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on May 16, 2024, the City Council of the City of Leander, Texas, convened at 7:00 p.m. and after a public hearing, considered passage of an ordinance authorizing the issuance of said certificates of obligation (the “Ordinance”); and

WHEREAS, the certificates of obligation in the principal amount of \$_____,000 should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

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

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

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

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

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

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

“Certificate” or “Certificates” means the Certificates authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024B,” in the aggregate principal amount of \$____,000, and which shall be secured by the full faith and credit of the City and as more specifically described in Article II of this Ordinance.

“City” means the City of Leander, Texas.

“City Council” means the City Council of the City.

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

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

“Defeasance Securities” mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

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

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

“DTC Participant” means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained

on its behalf by DTC.

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

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

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

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

“Interest Payment Date” means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2025.

“Mayor” means the Mayor of the City.

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

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

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

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

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

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

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

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

“Waterworks and Sewer System” means the City’s combined water and sewer utility system.

Section 1.02. Findings.

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

Section 1.03. Table of Contents, Titles and Headings.

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

Section 1.04. Interpretation.

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

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

ARTICLE II
SECURITY FOR THE CERTIFICATES CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates.

Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected

each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

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

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

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

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

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

Section 2.02. Revenue Pledge.

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

(b) The Surplus Revenues, when and as received by the City, are hereby

pledged to the payment of the Certificates and shall be deposited into the Interest and Sinking Fund.

Section 2.03. Effect of Pledge.

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

Section 2.04. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024B Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

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

Section 2.05. Project Fund.

(a) A special fund or account, to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024B Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Project Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates (other than proceeds representing accrued interest on the Certificates and any premium on the Certificates that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Project Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline, and for the payment of professional services and costs of issuance related thereto (the "Project").

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

Section 2.06. Security of Funds.

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

ARTICLE III
AUTHORIZATION: GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024B" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$____,000 for the purpose of paying contractual obligations of the City to be incurred for (i) City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline; and (ii) the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated June 18, 2024 and shall bear interest on the unpaid principal amount thereof from the Date of Delivery (anticipated to be June 18, 2024) (which date shall be noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

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

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2025	\$	%	2035	\$	%
2026		%	2036		%
2027		%	2037		%
2028		%	2038		%
2029		%	2039		%
2030		%	2040		%
2031		%	2041		%
2032		%	2042		%
2033		%	2043		%
2034		%	2044		%

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the later of the Date of Delivery or from the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 15 and August 15 of each year, commencing on February 15, 2025, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

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

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

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

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

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

Section 3.04. Control, Execution and Initial Registration.

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

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

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

(d) On the Date of Delivery, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Underwriters, or

their Representative, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their Representative. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Underwriters or their Representative.

Section 3.05. Ownership.

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

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

Section 3.06. Registration, Transfer and Exchange.

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

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

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

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

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

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

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

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or

replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

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

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

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

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

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

Section 3.09. Replacement Certificates.

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

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

- (i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;
- (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and
- (iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued

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

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

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

Section 3.10. Book-Entry-Only System.

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

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be

valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations.

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

System, which are senior to the lien and pledge of the Surplus Revenues securing payment of the Certificates.

ARTICLE IV REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

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

Section 4.02. Optional Redemption.

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

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

Section 4.03. Partial Redemption.

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

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

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

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

Section 4.04. Notice of Redemption to Owners.

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

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

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

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

Section 4.05. Payment Upon Redemption.

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

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

Section 4.06. Effect of Redemption.

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

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

Section 4.07. Lapse of Payment.

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

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

ARTICLE V PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, Dallas, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

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

Section 5.02. Qualifications.

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

Section 5.03. Maintaining Paying Agent/Registrar.

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

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

Section 5.04. Termination.

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

Section 5.05. Notice of Change to Owners.

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

Section 5.06. Agreement to Perform Duties and Functions.

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

Section 5.07. Delivery of Records to Successor.

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

ARTICLE VI
FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

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

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

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

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

Section 6.02. Form of the Certificates.

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

(a) Form of Certificate.

REGISTERED

REGISTERED

No. R-_____

\$_____

United States of America
State of Texas
CITY OF LEANDER, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024B

Dated Date: Interest Rate: Stated Maturity: CUSIP No.:

June 18, 2024 _____% August 15, 20____

Date of Delivery: June 18, 2024

Registered Owner:

Principal Amount: DOLLARS

THE CITY OF LEANDER, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated, and to pay interest on the unpaid Principal Amount hereof from the Date of Delivery shown above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2025. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of \$_____,000 (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an

Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline, and for the payment of professional services and costs of issuance related thereto.

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

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

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

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

Capitalized terms used herein have the meanings assigned in the Ordinance.

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

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

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

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

Mayor
City of Leander, Texas

City Secretary
City of Leander, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

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

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

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

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

[SEAL]

Comptroller of Public Accounts
of the State of Texas

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

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

BOKF, NA
Dallas, Texas
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto/
_____ /

(Please print or typewrite name and address, including zip code, of Transferee)

_____ the within Certificate and all rights
(Please insert Social Security or Taxpayer Identification Number)
thereunder, and hereby irrevocably constitutes and appoints _____, attorney,
to register the transfer of the within Certificate on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

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

(e) Form of Initial Certificate.

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

REGISTERED
No. I-1

\$_____,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LEANDER, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024B

Dated Date: June 18, 2024

Date of Delivery: June 18, 2024

Registered Owner: _____

Principal Amount: _____ THOUSAND DOLLARS

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

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>INSTALLMENTS</u>	<u>INTEREST</u> <u>RATE</u>
-----------------------------------	---	--------------------------------

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

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2025. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

Section 6.03. CUSIP Registration.

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

CUSIP Numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

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

ARTICLE VII
SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

Section 7.01. Approval of Documents.

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

Section 7.02. Sale of the Certificates.

(a) The Certificates are hereby sold and shall be delivered to the Underwriters at a price of \$_____ (representing the par amount of the Certificates of \$_____,000.00, plus an original reoffering premium of \$_____, and less an Underwriters' discount of \$_____), pursuant to the terms and provisions of the Purchase Agreement of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Purchase Agreement on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of _____.

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

- (1) \$_____.00 to the Project Fund consisting of \$_____,000.00 from the par amount of the Certificates and \$_____.00 from premium; and
- (2) \$_____ from premium to pay the costs of issuance, consisting of:
\$_____ of general costs of issuance; and
\$_____ of Underwriters' Discount.

Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Certificates and any

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

Section 7.04. Control and Delivery of Certificates.

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

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

ARTICLE VIII INVESTMENTS

Section 8.01. Investments.

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

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available by the Authorized Officials to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;
- (2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

- (5) to refrain from taking any action that would result in the Certificates being “federally guaranteed” within the meaning of section 149(b) of the Code;
- (6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with—
 - (i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,
 - (ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;
- (7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);
- (8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;
- (9) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and
- (10) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

In order to facilitate compliance with the above covenants (8) and (9), a “Rebate Fund” is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other

person, including without limitation the Certificateholders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary and the Executive Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Reserved.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is

hereby declared to be an “Event of Default,” to wit:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable;
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or
- (iii) the City declares bankruptcy.

Section 10.02. Remedies for Default.

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

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

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

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

ARTICLE XI DISCHARGE

Section 11.01. Discharge and Defeasance. If the City shall pay or cause to be

paid, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Defeasance Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar or any trust company or commercial bank that does not act as a depository for the City, which Defeasance Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

ARTICLE XII CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions.

As used in this Article XII, the following terms have the meanings ascribed to such terms below:

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

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

Section 12.02. Annual Reports.

The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA. The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 7.03 of this Ordinance under Tables 1

through 6 and 8 through 14 of the Official Statement (the “Annual Financial Information”). The City shall additionally provide financial statements of the City (the “Financial Statements”) that will be (1) prepared in accordance with the accounting principles described in Appendix B thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in Appendix B thereto and (2) audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2024. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

Section 12.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates or other material events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For the purposes of the preceding clauses (15) and (16) of this Section 12.03 of this Ordinance, the term, "financial obligation" means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of a debt obligation or any such derivative instrument. The term financial obligation shall not include municipal securities as to which a final official statement has been provided to

the Municipal Securities Rulemaking Board consistent with Rule 15c2-12 of the Securities Exchange Act of 1934.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 by the time required by this Section.

Section 12.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 12.03 of any bond calls and defeasance that cause the City to no longer be such an “obligated person.”

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

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

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted

an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII MISCELLANEOUS

Section 13.01. Further Procedures.

The Authorized Officials of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager, Executive Finance Director and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners,

including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by Registered Owners for consent to such amendment.

Section 13.03. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 13.04. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13.05. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 16th day of May 2024.

Mayor
City of Leander, Texas

ATTEST:

City Secretary
City of Leander, Texas

[CITY SEAL]

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding authorizing the issuance of General Obligation Refunding Bonds, Series 2024, in an aggregate principal amount not to exceed \$16,335,000.00 for the purposes of paying contractual obligations of the City to be incurred for 1) refunding certain obligations of the City for debt service savings; and (2) the payment of professional services and costs of issuance related thereto.

- Discuss and consider action regarding an ordinance authorizing the issuance of General Obligation Refunding Bonds, Series 2024; authorizing the refunding of certain outstanding obligations; levying a continuing direct annual ad valorem tax on all taxable property within the City to pay the interest on said bonds and to create a sinking fund for the redemption thereof and the assessment and collection of such taxes; authorizing the delivery of an escrow deposit agreement; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said bonds.

BACKGROUND:

This Ordinance authorizes the issuance of City of Leander, Texas General Obligation Refunding Bonds (the "Bonds") in an amount not to exceed \$16,335,000. The par amount of the Bonds that are recommend for issuance will be determined upon the pricing of the Bonds, which will occur the morning of May 16, 2024.

City staff and our Financial Advisor, Chris Allen, RBC Capital Markets, are recommending that the City take advantage of refunding (refinancing) the certificates of obligation that were originally issued in 2015. The savings are estimated to be approximately \$2,150,000.00 over the remaining ten (10) years left on the certificates.

These Bonds will be used to refund the City's Series 2015 Certificates of Obligation issued in the amount of \$24,040,000.00. In 2015, the City issued the Certificates of Obligation in the amount of \$24,040,000.00 for transportation, utility, fire, and parks. All proceeds from the original 2015 bond sale have been utilized and this issuance is to refinance the outstanding balance to achieve the stated cost savings.

The par amount of the Bonds and final estimated savings will be determined the morning of May 16, 2024 when the Bonds are priced. The City's Financial Advisor will present to Council the par amount of the Bonds, the total estimated amount of savings, and the repayment structure of the Bonds at the May 16th Council meeting.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval of Issuance of General Obligation Refunding Bonds.

PRESENTER:

Robert G. Powers, Executive Director Finance

Fiscal Impact

Attachments:

1. Ordinance Authorizing Leander Refunding Bonds 2024 1

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 24-____-____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$16,335,000 "CITY OF LEANDER, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024"; AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING OBLIGATIONS; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY TO PAY THE INTEREST ON SAID BONDS AND TO CREATE A SINKING FUND FOR THE REDEMPTION THEREOF AND THE ASSESSMENT AND COLLECTION OF SUCH TAXES; AUTHORIZING THE DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID BONDS

WHEREAS, the City Council of the City of Leander, Texas (the "City") has heretofore issued the following obligations:

City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015, dated January 15, 2015 (the "Series 2015 Certificates"); and

WHEREAS, the City desires to refund in advance of their maturities \$16,335,000 representing all the callable maturities of its outstanding Series 2015 Certificates maturing August 15, 2025 through August 15, 2035, inclusive (the "Series 2015 Refunded Obligations" or "Refunded Obligations"); and

WHEREAS, on February 22, 2024, the City published notice of public hearing on the intention to issue refunding bonds; and

WHEREAS, on May 16, 2024, after notice and public hearing as required by the City's Home Rule Charter, the City Council of the City convened and considered passage of an ordinance (the "Ordinance") authorizing the issuance of its General Obligation Refunding Bonds, Series 2024 (the "Bonds") for the purposes of refunding the Refunded Obligations; and

WHEREAS, Chapter 1207, Texas Government Code, as amended (the "Act"), authorizes the City to issue refunding bonds payable from taxes, without an election, for the purpose of refunding the Refunded Obligations in advance of their maturities and to accomplish such refunding by depositing directly with any paying agent for the Refunded Obligations the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the City desires to achieve a present value savings and to restructure the City's debt service obligations; and

WHEREAS, the City desires to authorize the execution of an escrow deposit agreement to provide for the deposit of proceeds of the refunding bonds, together with other funds, to pay the principal of and interest on the Refunded Obligations; and

WHEREAS, the City desires to appoint UMB Bank, N.A., Austin, Texas, as Escrow Agent for the Bonds and to deposit with the paying agents for the Refunded Obligations, amounts sufficient to discharge and make final payment or redemption of the Refunded Obligations; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the City Council determined that at this time the Bonds should be delivered and sold for cash.

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

SECTION 1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct.

It is hereby found and determined that the transactions contemplated in this Ordinance result in debt service savings and a restructuring of its debt service and that such benefits are sufficient consideration for the refunding of the Refunded Obligations. The refunding will result in a net present value savings of approximately \$_____.

SECTION 2. Definitions.

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

The term "Act" shall mean Chapter 1207, Texas Government Code, as amended.

"Bond" or "Bonds" means the Bonds authorized to be issued by Section 3 of this Ordinance and designated as "City of Leander, Texas General Obligation Refunding Bonds, Series 2024".

"Business Day" means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close, or a legal holiday.

"City" means the City of Leander, Texas.

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

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

"Dated Date" means the dated date of the Bonds, June 18, 2024.

"Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable laws of the State of Texas that may be used to defease obligations such as the Bonds.

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

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

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

"Escrow Agent" means UMB Bank, N.A., Austin, Texas.

"Escrow Deposit Agreement" means the escrow deposit agreement between the City and the Escrow Agent relating to the escrow of funds to pay the Refunded Obligations.

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

"Initial Bond" means the initial bond described in Sections 3 and 20 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 22 of this Ordinance.

"Interest Payment Date" when used in connection with any Bond means the date or dates upon which interest on each Bond is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing August 15, 2020.

"Ordinance" as used herein and in the Bonds means this ordinance authorizing the Bonds.

"Owner," "Holder" or "Registered Owner" means the person who is the registered owner of a Bond or Bonds as shown in the Register.

"Paying Agent" or "Paying Agent/Registrar" shall mean the Registrar.

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

"Register" means the register specified in Section 12 of this Ordinance.

"Registrar" means initially UMB Bank, N.A., Austin, Texas, and its successors in that capacity.

"Representation Letter" means the Letter of Representations with respect to the Bonds between the City and DTC.

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

"Underwriters" means FHN Financial, and Raymond James.

SECTION 3. Authorization, Maturities, Interest Rates and Interest Payment Dates.

The Bonds shall be issued pursuant to the Act as fully registered obligations, without coupons, paying accrued interest to the Holders or Owners on and at stated intervals prior to Stated Maturity, in the aggregate principal amount of \$16,335,000 for purpose of refunding the Refunded Obligations, in order to restructure and level the combined debt service of the City and to provide a present value savings to the City, and to pay costs of issuance of the Bonds.

The Bonds (other than the Initial Bond which shall be numbered I-1) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward, and principal shall become due and payable on August 15 in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2025	\$1,155,000	5.00%
2026	1,215,000	5.00%
2027	1,275,000	5.00%
2028	1,340,000	5.00%
2029	1,405,000	4.00%
2030	1,460,000	5.00%
2031	1,535,000	5.00%
2032	1,615,000	5.00%
2033	1,690,000	5.00%
2034	1,780,000	5.00%
2035	1,865,000	5.00%

The Bonds shall bear interest on the unpaid principal amounts from the Date of Delivery, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing August 15, 2024.

SECTION 4. Designation and Date. The Bonds shall be designated as "City of Leander, Texas General Obligation Refunding Bonds, Series 2024" and shall be dated June 18, 2024.

SECTION 5. Execution of Bonds; Seal. The Bonds shall be signed by the Mayor and the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds. If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

SECTION 6. Approval by Attorney General; Registration by Comptroller. The Initial Bond shall be delivered to the Attorney General of Texas for approval and shall be registered by the Comptroller. The manually executed registration certificate of the Comptroller substantially in the form provided in Section 20 of this Ordinance shall be attached or affixed to the Initial Bond.

SECTION 7. Authentication. Except for the Initial Bond, which needs not be authenticated by the Registrar, only such Bonds which bear thereon a certificate of authentication, substantially in the form provided in Section 20 of this Ordinance, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this

Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bonds so authenticated were delivered by the Registrar hereunder.

SECTION 8. Payment of Principal and Interest. The Registrar is hereby appointed as the Paying Agent and Registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the Designated Payment/Transfer Office of the Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or by such other method acceptable to the Registrar, requested by, and at the risk and expense of, the Owner.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

SECTION 9. Successor Registrars. The City covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to serve as and perform the duties and services of the Registrar and Paying Agent for the Bonds. The City reserves the right to change the Registrar on not less than 60 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or Interest Payment Date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first-class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

SECTION 10. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first-class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the date prior to the mailing of such notice.

SECTION 11. Ownership; Unclaimed Principal and Interest. The City, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All

payments made to the person deemed to be the Owner of any Bond in accordance with this Section 11 shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Bond to the extent of the sums paid.

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

SECTION 12. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep a Register (the "Register") at its Designated Payment/Transfer Office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall, to the extent possible and under reasonable circumstances, authenticate and deliver in exchange therefor, within 72 hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the Designated Payment/Transfer Office of the Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 12. Each Bond delivered in accordance with this Section 12 shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

SECTION 13. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity,

interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Registrar.

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

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section 13 shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

SECTION 14. Cancellation of Bonds. All Bonds paid in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Bonds.

SECTION 15. Book-Entry-Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 16 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

SECTION 16. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository

and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

SECTION 17. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 18. Effect of Pledge. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes thereof granted by the City under Section 22 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 22 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 19. Redemption. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Section 19.

(a) **Optional Redemption.** The City reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 2031 prior to maturity, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2030, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

The Bonds may be redeemed only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 12 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

(b) ***Partial Redemption.*** If less than all of the Bonds are to be redeemed and if less than all of a maturity is to be redeemed, the Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

(c) ***Notice of Redemption to Owners.*** Notice of any redemption identifying the Bonds

to be redeemed shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by United States mail, first-class, postage prepaid, to the Owner of each Bond to be redeemed in whole or in part at the address of the registered Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing such notice. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of that maturity to be redeemed. Any notice given as provided in this Section 19 shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

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

SECTION 20. Forms.

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

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

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

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

(e) *Form of the Bonds.* The form of the Bonds, including the form of the Certificate of Paying Agent/Registrar, the form of Assignment and the form of Registration Certificate of the Comptroller, which shall be attached or affixed to the Bonds initially issued, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance:

REGISTERED
NO. R-_____

REGISTERED PRINCIPAL
AMOUNT \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LEANDER, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2024

Dated Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
June 18, 2024	_____	_____	_____

Date of Delivery: June 18, 2024

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

The CITY OF LEANDER, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount herein above stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the Date of Delivery shown above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2024. Principal of this Bond is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Bond whose name appears on the "Register"

maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first-class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS BOND is one of the series specified in its title issued in an aggregate principal amount of \$16,335,000 (herein referred to as the "Bonds") for the purpose of refunding the Refunded Obligations, in order to restructure and level the combined debt service of the City and to provide a present value savings to the City, and to pay costs of issuance of the Bonds, pursuant to an ordinance adopted by the City Council on May 16, 2024 (the "Ordinance"). Capitalized terms used herein have the meanings assigned in the Ordinance.

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

IF THIS BOND (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

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

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless all prerequisites to such redemption required by the Ordinance have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed having been received by the Paying Agent/Registrar prior to the giving of notice of such redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

THE BONDS are payable from the proceeds of an ad valorem tax levied, within the limits prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and pledged for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein.

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

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

Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

Mayor
City of Leander, Texas

City Secretary
City of Leander, Texas

[CITY SEAL]

(f) Form of Comptroller's Registration Certificate.

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

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

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

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

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

UMB Bank, N.A.
Austin, Texas
As Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(h) Form of Assignment.

ASSIGNMENT

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

Dated: _____

Signature Guaranteed:

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

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this 17Ad-
Bond in every particular, without alteration or
enlargement or any change whatsoever.

- (i) *The Initial Bond shall be in the respective form set forth therefor in paragraph (e) of this Section, except as follows:*

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

REGISTERED

No. I-1

\$16,335,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LEANDER, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2024

Dated Date: June 18, 2024

Date of Delivery: June 18, 2024

Registered Owner: FHN Financial

Principal Amount: SIXTEEN MILLION THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS

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

<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate(s)</u>
----------------------------------	-----------------------------------	-----------------------------------

(Information to be inserted from
schedule in Section 3 hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2024. Principal installments of this Bond are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by UMB Bank, N.A. (the "Paying Agent/Registrar"), upon presentation and surrender, at its Designated Payment/Transfer Office in Austin, Texas. Interest is payable to the Registered Owner of this Bond whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United

States mail, first-class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

SECTION 21. CUSIP Registration and Legal Opinion.

(a) *CUSIP Numbers.* The City may secure identification numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association ("CUSIP numbers"), and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

(b) *Legal Opinion.* The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Bond or may be attached to each Bond.

SECTION 22. Interest and Sinking Fund; Tax Levy. There is hereby established a separate fund of the City to be known as the "City of Leander, Texas General Obligation Refunding Bonds, Series 2024 Interest and Sinking Fund" (the "Interest and Sinking Fund"), which shall be kept separate and apart from all other funds of the City. The proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Ordinance shall be deposited, as collected, in the Interest and Sinking Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City, sufficient to pay the current interest on the Bonds as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Bonds or the amount required to pay each installment of principal of the Bonds as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

SECTION 23. Control and Delivery of the Bonds. After the Bonds to be initially issued shall have been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Bonds to be initially issued shall have been approved by the Attorney General, they shall be

delivered to the Comptroller for registration. Upon registration of the Bonds to be initially issued, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

SECTION 24. Sale; Bond Purchase Agreement. The Bonds are hereby sold and shall be delivered to the Underwriters at a price of \$_____ (representing the principal amount of the Bonds, plus a reoffering premium of \$_____ and less an Underwriters' discount of \$_____), in accordance with the terms of a Bond Purchase Agreement of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous and reasonably obtainable by the City. The Mayor is authorized to execute the Bond Purchase Agreement. In addition, other appropriate officials of the City are hereby authorized and directed to execute such Bond Purchase Agreement on behalf of the City. The Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bond shall be registered in the name of Piper Sandler & Co.

SECTION 25. Covenants Regarding Tax Exemption of Interest on the Bonds. The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

(d) to refrain from taking any action which would otherwise result in the Bonds being

treated as "private activity bonds" within the meaning of section 141(b) of the Code;

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

(f) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with--

(1) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

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

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

(g) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

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

(i) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal of and interest on the Bonds.

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

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the

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

In addition, the City covenants that the property being refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 26. Use of Proceeds. On the Date of Delivery, the City shall cause the proceeds from the sale of the Bonds to be deposited as follows:

- (1) \$483,604.95 from premium shall be used as follows:

\$ _____ to pay general costs of issuance;
\$ _____ for Underwriters' Discount; and
\$ _____ rounding amount shall be deposited to the Interest and Sinking Fund;

- (2) \$53,066,651.80, consisting of the par amount of the Bonds of \$16,335,000 and Bond premium of \$ _____, shall be placed with the Escrow Agent, of which amount \$53,066,649.00 will be used to purchase SLGS (as hereinafter defined) and a cash deposit of \$2.80, to refund the Refunded Obligations.

Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Interest and Sinking Fund.

SECTION 27. Security of Funds. All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall only be used for the purposes permitted by this Ordinance.

SECTION 28. Investments.

(a) Money in the funds established by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

SECTION 29. Investment Income. Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

SECTION 30. Escrow Deposit Agreement Approval and Execution. The discharge and defeasance of the Refunded Obligations shall be effectuated pursuant to the terms and provisions of an escrow deposit agreement (the “Escrow Deposit Agreement”) to be entered into by and between the City and the Escrow Agent, which shall be substantially in the form attached hereto as Exhibit A, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the City by the Financial Advisor, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations, and (d) to carry out the other intents and purposes of this Ordinance, and the Mayor is hereby authorized to execute and deliver such Escrow Deposit Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the seal of the City.

SECTION 31. Redemption/Defeasance of Refunded Obligations.

(a) *Call.* The City hereby irrevocably calls the following obligations of the City for redemption prior to maturity on the dates set forth below, at a price of par plus accrued interest to the dates fixed for redemption, and authorizes and directs notice of such redemption to be given in accordance with the ordinances authorizing the issuance of such obligations:

<u>Obligations to be Redeemed</u>	<u>Redemption Date</u>
Combination Tax and Revenue Certificates of Obligations, Series 2015 Maturities 2025 through 2035	August 15, 2024 @ Par plus accrued interest to the date of redemption

The City hereby authorizes and instructs the Mayor, City Manager, Finance Director and the paying agents for the Refunded Obligations to take such steps as are necessary to accomplish the redemption and the defeasance of the Refunded Obligations in accordance with the provisions hereof.

(b) *Notice of Redemption.* The City hereby ratifies its authorization to give notice of redemption of the Refunded Obligations in the manner and within the time required by the

ordinances authorizing the issuances thereof. The notice of redemption for the Refunded Obligations will be substantially in the form attached hereto as Exhibit B.

SECTION 32. Refunding of Refunded Obligations. It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the principal and interest requirements of the City, and the City further finds and determines that the County will receive a present value savings on the debt service of the Refunded Obligations.

SECTION 33. Refunding.

(a) *Source of Funds for Redemption.* The source of funds for payment of the principal of and interest on the obligations called for redemption and to be redeemed in advance of maturity pursuant to this Ordinance shall be from the funds placed with the Escrow Agent pursuant to this Ordinance which will be used to purchase United States Treasury Obligations – State and Local Government Series (“SLGS”). To assure the purchase of the SLGS, the Mayor, the City Manager, and the Finance Director, in cooperation with the Escrow Agent, are hereby authorized to subscribe for, agree to purchase, and purchase SLGS, in such amounts and maturities and bearing interest at such rates as may necessary to accomplish the redemption and the defeasance of the Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

(b) *Related Matters.* To satisfy in a timely manner all of the City's obligations under this Ordinance, the Bond Purchase Agreement and the Escrow Deposit Agreement, the Mayor, the City Secretary, the City Manager, the Finance Director, and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Obligations, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the City's obligations under the Escrow Deposit Agreement, the Bond Purchase Agreement and this Ordinance and to direct the application of funds of the City consistent with the provisions of such Escrow Deposit Agreement and this Ordinance.

(c) *Transfer of Available Amounts.* On the date of delivery of and payment for the Bonds there shall be transferred to the Escrow Agent from the interest and sinking fund for the Refunded Obligations, and from any other available funds, if any, an amount sufficient, when added to the proceeds of the Bonds, to provide for the refunding of the Refunded Obligations.

SECTION 34. Continuing Disclosure Undertaking.

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

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

(b) *Annual Reports.* The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA. The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 36 of this Ordinance under Tables 1 through 6 and 8 through 14 of the Official Statement (the "Annual Financial Information"). The City shall additionally provide financial statements of the City (the "Financial Statements") that will be (1) prepared in accordance with the accounting principles described in Appendix B thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in Appendix B thereto and (2) audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2020. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

(c) *Event Notices.* The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding clause (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has

assumed jurisdiction over substantially all of the assets or business of the City , or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

As used in the above subsection (c) of this Section, the term “financial obligation” means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of a debt obligation or any such derivative instrument. The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MRSB consistent with the Rule.

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

(d) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe and perform the covenants specified in this Section with respect to the City and the Bonds while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice required by subsection (c) of this Section of any bond calls and defeasances that cause the City to no longer be such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and Beneficial Owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall

comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

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

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 35. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

SECTION 36. Official Statement. The City Council ratifies and confirms the form and content of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement with the Underwriters and other relevant matters. The use of such Official Statement in the reoffering of the Bonds by the Underwriters is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed in the Bond Purchase Agreement, dated as of the date of payment for and delivery of the Bonds.

SECTION 37. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

SECTION 38. Further Procedures. The Mayor, City Manager, Finance Director and City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds, the Bond Purchase Agreement, the Escrow Deposit Agreement and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of

the Bonds, the Mayor, City Manager, Finance Director, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Bonds by the Attorney General's office. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39. Defeasance.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain

provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) In the event that the City elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

SECTION 40. Ordinance a Contract; Amendments. The Ordinance shall constitute a contract with the Owners, from time to time, of the Bonds, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Bond remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners to (i) cure any ambiguity, defect or omission therein that does not materially adversely affect the interests of the holders; (ii) grant additional rights or security for the benefit of the holders; (iii) add events of default as shall not be inconsistent with the provisions of the Ordinance that do not materially adversely affect the interests of the holders; (iv) qualify the Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect; or (v) make such other provisions in regard to matters or questions arising under the Ordinance that are not inconsistent with the provisions thereof and which, in the opinion of Bond Counsel for the City, do not materially adversely affect the interests of the holders. In addition, the City may amend the Ordinance in ways not described above with the consent of the holders of a majority of the aggregate principal amount of the Bonds outstanding if it is deemed necessary or desirable by the City; provided, however, that without the consent of the holders of 100% of the then outstanding Bonds, no amendment may be made for the purpose of: (i) making any change in the maturity of any of the outstanding Bonds; (ii) reducing the rate of interest borne by any of the outstanding Bonds; (iii) reducing the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds; (iv) modifying the terms of payment of principal, interest or redemption premium, if any, on outstanding Bonds, or imposing any condition with respect to such payment; or (v) changing the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

SECTION 41. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payment of the principal, premium, if any, or interest on the Bonds, (b) defaults in the payments to be made to the Interest and Sinking Fund, or (c) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the holders of any of the Bonds shall be entitled to a writ of mandamus

issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 42. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 43. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

SECTION 44. Appropriation to Pay Interest. The City Council hereby finds that there are sufficient funds available to pay the debt service on the Bonds which comes due on August 15, 2020, and hereby directs the Finance Director to transfer on or before such date available funds to the Interest and Sinking Fund in an amount sufficient to pay the debt service coming due on such date.

SECTION 45. Effective Date. This Ordinance shall be in full force and effect from and after its passage on the date shown below.

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FINALLY PASSED, APPROVED AND EFFECTIVE this 16th day of May, 2024.

Mayor
City of Leander, Texas

ATTEST:

City Secretary
City of Leander, Texas

[CITY SEAL]

[SIGNATURE PAGE TO ORDINANCE AUTHORIZING]

Exhibit A

ESCROW DEPOSIT AGREEMENT

See complete copy at Tab 12.

Exhibit B

NOTICE OF REDEMPTION

NOTICE IS HEREBY GIVEN that the City of Leander, Texas (the “City”) acting through the City Council, has called for redemption a portion of the following outstanding obligations:

City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015 (the “2015 Certificates”), dated January 15, 2015, bearing interest at the rates shown below and maturing on August 15 in the years and in the amounts shown below. Such 2015 Certificates, aggregating \$16,335,000 in principal amount, have been called for redemption on August 15, 2024 at the redemption price of par plus accrued interest to the date fixed for redemption:

<u>CUSIP</u> <u>NO.</u>	<u>Principal</u> <u>Maturity Date</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount</u> <u>Outstanding</u>	<u>Principal</u> <u>Amount</u> <u>Refunded</u>	<u>Interest</u> <u>Rate</u>	<u>Redemption</u> <u>Date</u>	<u>Price</u>
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August 15, 2024 (the “Redemption Date”) is the date fixed for redemption of the 2015 Certificates as authorized by the ordinance authorizing the issuance of the 2015 Certificates and as directed by the City Council pursuant to an ordinance adopted on May 16, 2024. You are hereby notified that the 2015 Certificates should be presented for redemption on or before the Redemption Date and that interest shall cease to accrue from and after that date, and that on such date there shall become due and payable on the 2015 Certificates the redemption price equal to the principal amount thereof, without premium, plus unpaid accrued interest to the Redemption Date.

NOTICE IS FURTHER GIVEN that the 2015 Certificates will be payable at and should be submitted to BOKF, NA at the following address:

BOKF, NA
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

1-866-429-7481

IMPORTANT TAX NOTICE

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the “Act”), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

THIS NOTICE is issued and given pursuant to the redemption provisions reserved to the City in the proceedings authorizing the issuance of the 2015 Bonds.

CITY OF LEANDER, TEXAS



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Discuss and consider action on Solicitation CIPS24-007 to award EAR Telecommunications, LLC dba EARTC for Construction Services for Intersection Improvements; Option A: Collaborative Way and Bagdad Road (CIP T.71) in the amount of \$1,462,600.15, Option B: CR175 and Journey Parkway (CIP T.75) in the amount of \$460,901.05, and Option C: San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane (CIP T.20) in the amount of \$378,294.11 for a total contract amount of \$2,301,795.31; and authorize the City Manager to execute any and all necessary documents; and delegate authority to the City Manager to sign any change orders of less than \$50,000 and in a cumulative amount not to exceed twenty-five (25%) percent of the original contract amount.

BACKGROUND:

Solicitation CIPS24-007 was issued for these projects in December 2023. The Solicitation was written to allow vendors to respond to either Option A, Option B, Option C, or all Options. The City Council has in their discretion to approve one or more of the Options presented for consideration.

The solicitation was announced through:

- The Hill Country News
- City of Leander Bonfire website
- Civcast
- Bidnet
- State of Texas ESBD website (statewide notice)
- Williamson County CMBL and HUB vendor notification

Ninety-one (91) vendors were notified directly of the solicitation. Three (3) responses were received. After a review of each of the respondent's submittals the evaluation team recommends EAR Telecommunications, LLC dba EARTC for award.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Option A, Option B, and Option C; and authorize the City Manager to execute any and all required documents; and delegates authority to the City Manager to sign any change orders less than \$50,000 and in a cumulative amount not to exceed twenty-five (25%) percent of the original contract amount.

PRESENTER:

Fiscal Impact

Amount requested:

\$2,301,795.31

Approved in current budget (Yes / No):

Yes

Expenditure (New / Amended):

Amended

Recurring or one-time:

One-Time

Fund source (Operating / Utility / etc.):

GL 60-02-8042 (CAP METRO TRANSIT), 60-03-8042 (CAP METRO BUILD CTX), 58-01-8398 (TRN CO'S 2022), 40-04-8398 (RESERVES)

Attachments:

1. Partially Executed Contract Agreement # T.20-75-71-EAR-CIPS24-007
2. Construction Services for Intersection Improvements - Scoring Summary CIPS24-007

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **CITY OF LEANDER, a Texas Municipal Corporation** ("Owner") and **EAR Telecommunications, LLC dba EARTC** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improvements including, but not limited to, construction improvements at the intersection of Collaborative Way and Bagdad Road including the addition of a southbound left turn lane through full depth pavement widening with curb and gutter improvements, storm sewer modifications, permanent traffic signal with pavement grading and restriping and erosion and sedimentation controls. Improvements including, but not limited to, construction improvements at the intersection of CR175 and Journey Parkway including installation of a permanent traffic signal, restriping of pavement markings, and raised pavement markers and erosion and sedimentation controls. Improvements including, but not limited to, San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Intersection Improvement(s)**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **RPS** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **RPS**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work, including all options listed herein, will be substantially complete on or before **90 days** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **120 days**..

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.03.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. If the Contractor successfully challenges the enforceability of the liquidated damages set forth in this Paragraph 4.03, the Contractor shall pay the Owner all actual damages, including consequential damages, incurred by the Owner in connection with the Contractor's failure to achieve Substantial Completion if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified, including all costs incurred by the Owner in proving its actual and consequential damages, including all attorneys' fees and experts' fees and expenses.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner

for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Option A: Traffic Signal – Bagdad Road & Collaborative Way					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
0100 6002 (TXDOT)	PREPARING ROW	13	STA	\$ 500.00	\$ 6,500.00
0104 6029 (TXDOT)	REMOVING CONC (CURB OR CURB & GUTTER)	437	LF	\$ 20.00	\$ 8,740.00
0104 6036 (TXDOT)	REMOVING CONC (SIDEWALK OR RAMP)	366	SY	\$ 90.00	\$ 32,940.00
0105 6015 (TXDOT)	REMOVING STAB BASE & ASPH PAV (8"-10")	271	SY	\$ 30.00	\$ 8,130.00
0110 6001 (TXDOT)	EXCAVATION (ROADWAY)	1107	CY	\$ 32.00	\$ 35,424.00
0132 6002 (TXDOT)	EMBANKMENT (FINAL)(DENS CONT)(TY A)	1294	CY	\$ 50.00	\$ 64,700.00
0132 6003 (TXDOT)	EMBANKMENT (FINAL)(ORD COMP)(TY B)	166	CY	\$ 70.00	\$ 11,620.00
0160 6004 (TXDOT)	FURNISHING AND PLACING TOPSOIL (6")	2420	SY	\$ 13.50	\$ 32,670.00
0164 6035 (TXDOT)	DRILL SEEDING (PERM) (RURAL) (CLAY)	2420	SY	\$ 1.00	\$ 2,420.00
0166 6002 (TXDOT)	FERTILIZER	0.15	TON	\$ 3,000.00	\$ 450.00
0168 6001 (TXDOT)	VEGETATIVE WATERING	48	MG	\$ 115.00	\$ 5,520.00
0247 6366 (TXDOT)	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	755	CY	\$ 70.00	\$ 52,850.00

0310 6001 (TXDOT)	PRIME COAT (MULTI OPTION)	308	GAL	\$ 7.00	\$ 2,156.00
0354 6002 (TXDOT)	PLAN & TEXT ASPH CONC PAV(0" TO 2")	4457	SY	\$ 9.00	\$ 40,113.00
0402 6001 (TXDOT)	TRENCH EXCAVATION PROTECTION	22	LF	\$ 75.00	\$ 1,650.00
0416 6032 (TXDOT)	DRILL SHAFT (TRF SIG POLE) (36 IN)	30	LF	\$ 380.00	\$ 11,400.00
0420 6009 (TXDOT)	CL A CONC (COLLAR)	1	EA	\$ 7,000.00	\$ 7,000.00
0464 6003 (TXDOT)	RC PIPE (CL III)(18 IN)	18	LF	\$ 410.00	\$ 7,380.00
0479 6001 (TXDOT)	ADJUSTING MANHOLES	4	EA	\$ 2,500.00	\$ 10,000.00
0496 6002 (TXDOT)	REMOV STR (INLET)	1	EA	\$ 1,950.00	\$ 1,950.00

Option A: Traffic Signal – Bagdad Road & Collaborative Way					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
0496 6007 (TXDOT)	REMOV STR (PIPE)	4	LF	\$ 50.00	\$ 200.00
0502 6001 (TXDOT)	BARRICADES, SIGNS AND TRAFFIC HANDLING	4	MO	\$ 5,000.00	\$ 20,000.00
0508 6001 (TXDOT)	CONSTRUCTING DETOURS	356	SY	\$ 225.00	\$ 80,100.00
0512 6009 (TXDOT)	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	1300	LF	\$ 100.00	\$ 130,000.00
0512 6010 (TXDOT)	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	80	LF	\$ 90.00	\$ 7,200.00
0512 6057 (TXDOT)	PORT CTB (REMOVE)(LOW PROF)(TY 1)	1300	LF	\$ 50.00	\$ 65,000.00
0512 6058 (TXDOT)	PORT CTB (REMOVE)(LOW PROF)(TY 2)	80	LF	\$ 55.00	\$ 4,400.00
0531 6010 (TXDOT)	CURB RAMPS (TY 7)	2	EA	\$ 4,000.00	\$ 8,000.00
0550 6001 (TXDOT)	CHAIN LINK FENCE (INSTALL) (6')	305	LF	\$ 75.00	\$ 22,875.00

0550 6003 (TXDOT)	CHAIN LINK FENCE (REMOVE)	304	LF	\$ 20.00	\$ 6,080.00
0610 6007 (TXDOT)	REMOVE RD IL ASM (SHOE-BASE)	2	EA	\$ 1,000.00	\$ 2,000.00
0618 6023 (TXDOT)	CONDT (PVC) (SCH 40) (2")	230	LF	\$ 15.00	\$ 3,450.00
0618 6029 (TXDOT)	CONDT (PVC) (SCH 40) (3")	45	LF	\$ 20.00	\$ 900.00
0618 6054 (TXDOT)	CONDT (PVC) (SCH 80) (3") (BORE)	255	LF	\$ 30.00	\$ 7,650.00
0620 6007 (TXDOT)	ELEC CONDR (NO.8) BARE	570	LF	\$ 3.00	\$ 1,710.00
0620 6008 (TXDOT)	ELEC CONDR (NO.8) INSULATED	375	LF	\$ 3.00	\$ 1,125.00
0620 6009 (TXDOT)	ELEC CONDR (NO.6) BARE	30	LF	\$ 3.25	\$ 97.50
0620 6010 (TXDOT)	ELEC CONDR (NO.6) INSULATED	55	LF	\$ 3.25	\$ 178.75
0624 6010 (TXDOT)	GROUND BOX TY D (162922)W/APRON	4	EA	\$ 1,000.00	\$ 4,000.00
0628 6115 (TXDOT)	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	1	EA	\$ 7,500.00	\$ 7,500.00
0644 6076 (TXDOT)	REMOVE SM RD SN SUP&AM	2	EA	\$ 250.00	\$ 500.00
0644 6080 (TXDOT)	RELOCATE SM RD SN SUP & AM TY TEMP	1	EA	\$ 750.00	\$ 750.00
0662 6001 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)4"(BRK)	75	LF	\$ 3.60	\$ 270.00
0662 6002 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)4"(DOT)	25	LF	\$ 3.60	\$ 90.00
0662 6004 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	2900	LF	\$ 3.60	\$ 10,440.00

Option A: Traffic Signal – Bagdad Road & Collaborative Way					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
0662 6012 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	180	LF	\$ 7.00	\$ 1,260.00

0662 6016 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	24	LF	\$ 20.00	\$ 480.00
0662 6017 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)(ARROW)	2	EA	\$ 180.00	\$ 360.00
0662 6029 (TXDOT)	WK ZN PAV MRK NON-REMOV(W)(WORD)	2	EA	\$ 500.00	\$ 1,000.00
0662 6034 (TXDOT)	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	2800	LF	\$ 3.60	\$ 10,080.00
0666 6005 (TXDOT)	REFL PAV MRK TY I (W)4"(DOT)(090MIL)	100	LF	\$ 3.60	\$ 360.00
0666 6035 (TXDOT)	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	726	LF	\$ 7.00	\$ 5,082.00
0666 6041 (TXDOT)	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	127	LF	\$ 9.00	\$ 1,143.00
0666 6047 (TXDOT)	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	73	LF	\$ 20.00	\$ 1,460.00
0666 6053 (TXDOT)	REFL PAV MRK TY I (W)(ARROW)(090MIL)	6	EA	\$ 180.00	\$ 1,080.00
0666 6077 (TXDOT)	REFL PAV MRK TY I (W)(WORD)(090MIL)	6	EA	\$ 500.00	\$ 3,000.00
0666 6168 (TXDOT)	REFL PAV MRK TY II (W) 4" (DOT)	100	LF	\$ 3.60	\$ 360.00
0666 6170 (TXDOT)	REFL PAV MRK TY II (W) 4" (SLD)	1134	LF	\$ 3.60	\$ 4,082.40
0666 6178 (TXDOT)	REFL PAV MRK TY II (W) 8" (SLD)	726	LF	\$ 7.00	\$ 5,082.00
0666 6180 (TXDOT)	REFL PAV MRK TY II (W) 12" (SLD)	127	LF	\$ 9.00	\$ 1,143.00
0666 6182 (TXDOT)	REFL PAV MRK TY II (W) 24" (SLD)	73	LF	\$ 20.00	\$ 1,460.00
0666 6184 (TXDOT)	REFL PAV MRK TY II (W) (ARROW)	6	EA	\$ 180.00	\$ 1,080.00
0666 6192 (TXDOT)	REFL PAV MRK TY II (W) (WORD)	6	EA	\$ 500.00	\$ 3,000.00
0666 6207 (TXDOT)	REFL PAV MRK TY II (Y) 4" (SLD)	3868	LF	\$ 3.60	\$ 13,924.80
0666 6302 (TXDOT)	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	1134	LF	\$ 3.60	\$ 4,082.40

0666 6314 (TXDOT)	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	3868	LF	\$ 3.60	\$ 13,924.80
0672 6007 (TXDOT)	REFL PAV MRKR TY I-C	36	EA	\$ 15.00	\$ 540.00
0672 6009 (TXDOT)	REFL PAV MRKR TY II-A-A	193	EA	\$ 15.00	\$ 2,895.00
0677 6001 (TXDOT)	ELIM EXT PAV MRK & MRKS (4")	5600	LF	\$ 2.00	\$ 11,200.00
0677 6003 (TXDOT)	ELIM EXT PAV MRK & MRKS (8")	300	LF	\$ 4.50	\$ 1,350.00

Option A: Traffic Signal – Bagdad Road & Collaborative Way					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
0680 6002 (TXDOT)	INSTALL HWY TRF SIG (ISOLATED)	1	EA	\$ 76,295.00	\$ 76,295.00
0682 6001 (TXDOT)	VEH SIG SEC (12")LED(GRN)	6	EA	\$ 425.00	\$ 2,550.00
0682 6002 (TXDOT)	VEH SIG SEC (12")LED(GRN ARW)	1	EA	\$ 425.00	\$ 425.00
0682 6003 (TXDOT)	VEH SIG SEC (12")LED(YEL)	6	EA	\$ 425.00	\$ 2,550.00
0682 6004 (TXDOT)	VEH SIG SEC (12")LED(YEL ARW)	1	EA	\$ 425.00	\$ 425.00
0682 6004 (TXDOT)	VEH SIG SEC (12")LED(YEL ARW)	2	EA	\$ 425.00	\$ 850.00
0682 6005 (TXDOT)	VEH SIG SEC (12")LED(RED)	6	EA	\$ 425.00	\$ 2,550.00
0682 6006 (TXDOT)	VEH SIG SEC (12")LED(RED ARW)	1	EA	\$ 425.00	\$ 425.00
0682 6018 (TXDOT)	PED SIG SEC (LED)(COUNTDOWN)	2	EA	\$ 800.00	\$ 1,600.00
0682 6054 (TXDOT)	LOUVER (12") (ADJUSTABLE)	6	EA	\$ 250.00	\$ 1,500.00
0682 6055 (TXDOT)	LOUVER (12") (ADJUSTABLE)	1	EA	\$ 250.00	\$ 250.00
0684 6028 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	352	LF	\$ 3.25	\$ 1,144.00

0684 6031 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1605	LF	\$ 3.50	\$ 5,617.50
0684 6033 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	1330	LF	\$ 3.75	\$ 4,987.50
0686 6043 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(40')LUM	1	EA	\$ 20,000.00	\$ 20,000.00
0686 6135 (TXDOT)	INS TRF SIG PL AM(S)2 ARM(40-24')LUM	1	EA	\$ 23,000.00	\$ 23,000.00
0687 6001 (TXDOT)	PED POLE ASSEMBLY (INCLUDE DRILL SHAFT)	2	EA	\$ 2,900.00	\$ 5,800.00
3076 6001 (TXDOT)	D-GR HMA TY-B PG64-22	424	TON	\$ 180.00	\$ 76,320.00
3076 6042 (TXDOT)	D-GR HMA TY-D SAC-B PG70-22	661	TON	\$ 210.00	\$ 138,810.00
5001 6002 (TXDOT)	GEOGRID BASE REINFORCEMENT (TY II)	1941	SY	\$ 7.50	\$ 14,557.50
6001 6001 (TXDOT)	PORTABLE CHANGEABLE MESSAGE SIGN	30	DAY	\$ 2,250.00	\$ 67,500.00
6054 6004 (TXDOT)	ANTENNA (OMNI-DIRECTIONAL)	1	EA	\$ 1,200.00	\$ 1,200.00
6083 6001 (TXDOT)	VIDEO IMAGING AND RAD VEH DETECTION SYS	1	EA	\$ 22,500.00	\$ 22,500.00
6094 6001 (TXDOT)	VIVDS CAMERA	1	EA	\$ 3,000.00	\$ 3,000.00
6185 6005 (TXDOT)	TMA (MOBILE OPERATION)	6	DAY	\$ 750.00	\$ 4,500.00

Option A: Traffic Signal – Bagdad Road & Collaborative Way					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
7012 6001 (TXDOT)	CURB INLET SEDIMENT PROTECTION	30	EA	\$ 50.00	\$ 1,500.00
641S (COA)	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 3,000.00	\$ 3,000.00
642S (COA)	SILT FENCE FOR EROSION CONTROL	1965	LF	\$ 6.00	\$ 11,790.00
201-2 (COL)	STANDARD 10' CURB INLET	2	EA	\$ 8,750.00	\$ 17,500.00
401-1 (COL)	STREET SIGN	6	EA	\$ 750.00	\$ 4,500.00
430S-B (COL)	P.C. CONCRETE CURB AND GUTTER (FINE GRADING)	1204	LF	\$ 50.00	\$ 60,200.00
432S (COL)	NEW PC CONCRETE SIDEWALKS, 4 INCH THICKNESS	2913	SF	\$ 15.00	\$ 43,695.00
9000 (COL)	INSTALL RED-LIGHT CONFIRMATION LIGHT SYSTEM	1	EA	\$ 4,500.00	\$ 4,500.00
0500 6001 (TXDOT)	MOBILIZATION (20%)	1	LS	\$ 20,000.00	\$ 20,000.00
Total of all Unit Price Bid Items				\$	1,462,600.15

Option B: Traffic Signal – Intersection of CR 175 & Journey Parkway					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
100-600 (TXDOT)	PREPARING ROW	STA	12	\$ 500.00	\$ 6,000.00
160-6003 (TXDOT)	FURNISHING AND PLACING TOPSOIL (4")	SY	46	\$ 10.00	\$ 460.00
162-6002 (TXDOT)	BLOCK SODDING	SY	46	\$ 15.00	\$ 690.00
416-6032 (TXDOT)	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	31	\$ 380.00	\$ 11,780.00
416-6034 (TXDOT)	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44	\$ 450.00	\$ 19,800.00
502-6001 (TXDOT)	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	\$ 5,000.00	\$ 5,000.00
618-6023 (TXDOT)	CONDT (PVC) (SCH 40) (2")	LF	107	\$ 15.00	\$ 1,605.00

618-6029 (TXDOT)	CONDT (PVC) (SCH 40) (3")	LF	151	\$ 20.00	\$ 3,020.00
618-6054 (TXDOT)	CONDT (PVC) (SCH 80) (3") (BORE)	LF	1158	\$ 30.00	\$ 34,740.00
620-6007 (TXDOT)	ELEC CONDR (NO.8) BARE	LF	1390	\$ 3.25	\$ 4,517.50
620-6008 (TXDOT)	ELEC CONDR (NO.8) INSULATED	LF	1205	\$ 3.25	\$ 3,916.25
620-6009 (TXDOT)	ELEC CONDR (NO.6) BARE	LF	14	\$ 3.50	\$ 49.00
620-6010 (TXDOT)	ELEC CONDR (NO.6) INSULATED	LF	28	\$ 3.50	\$ 98.00

Option B: Traffic Signal – Intersection of CR 175 & Journey Parkway

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
624-6010 (TXDOT)	GROUND BOX TY D (162922)W/APRON	EA	4	\$ 1,000.00	\$ 4,000.00
628-6115 (TXDOT)	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	EA	1	\$ 7,500.00	\$ 7,500.00
644-6001 (TXDOT)	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2	\$ 750.00	\$ 1,500.00
644-6007 (TXDOT)	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	4	\$ 750.00	\$ 3,000.00
644-6076 (TXDOT)	REMOVE SM RD SN SUP&AM	EA	13	\$ 250.00	\$ 3,250.00
666-6006 (TXDOT)	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	35	\$ 3.60	\$ 126.00
666-6036 (TXDOT)	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	1219	\$ 6.75	\$ 8,228.25
666-6042 (TXDOT)	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	886	\$ 9.00	\$ 7,974.00
666-6048 (TXDOT)	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	167	\$ 19.50	\$ 3,256.50
666-6054 (TXDOT)	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	8	\$ 180.00	\$ 1,440.00
666-6057 (TXDOT)	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	1	\$ 270.00	\$ 270.00

666-6078 (TXDOT)	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	8	\$ 500.00	\$ 4,000.00
666-6105 (TXDOT)	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	1	\$ 400.00	\$ 400.00
666-6111 (TXDOT)	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	1	\$ 225.00	\$ 225.00
666-6147 (TXDOT)	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	EA	35	\$ 3.60	\$ 126.00
666-6224 (TXDOT)	PAVEMENT SEALER 4"	LF	1708	\$ 2.00	\$ 3,416.00
666-6226 (TXDOT)	PAVEMENT SEALER 8"	LF	1219	\$ 3.50	\$ 4,266.50
666-6228 (TXDOT)	PAVEMENT SEALER 12"	LF	886	\$ 5.75	\$ 5,094.50
666-6230 (TXDOT)	PAVEMENT SEALER 24"	LF	167	\$ 11.00	\$ 1,837.00
666-6231 (TXDOT)	PAVEMENT SEALER (ARROW)	EA	8	\$ 150.00	\$ 1,200.00
666-6232 (TXDOT)	PAVEMENT SEALER (WORD)	EA	8	\$ 200.00	\$ 1,600.00
666-6234 (TXDOT)	PAVEMENT SEALER (DBL ARROW)	EA	1	\$ 200.00	\$ 200.00
666-6244 (TXDOT)	PAVEMENT SEALER (BIKE ARROW)	EA	1	\$ 150.00	\$ 150.00
666-6245 (TXDOT)	PAVEMENT SEALER (BIKE SYMBOL)	EA	1	\$ 100.00	\$ 100.00
666-6300 (TXDOT)	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	690	\$ 3.60	\$ 2,484.00

Option B: Traffic Signal – Intersection of CR 175 & Journey Parkway

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
666-6303 (TXDOT)	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	253	\$ 3.60	\$ 910.80
666-6315 (TXDOT)	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	765	\$ 3.60	\$ 2,754.00
672-6007 (TXDOT)	REFL PAV MRKR TY I-C	EA	74	\$ 15.00	\$ 1,110.00

672-6009 (TXDOT)	REFL PAV MRKR TY II-A-A	EA	35	\$ 15.00	\$ 525.00
672-6010 (TXDOT)	REFL PAV MRKR TY II-C-R	EA	14	\$ 15.00	\$ 210.00
680-6002 (TXDOT)	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$ 57,500.00	\$ 57,500.00
682-6001 (TXDOT)	VEH SIG SEC (12")LED(GRN)	EA	9	\$ 405.00	\$ 3,645.00
682-6002 (TXDOT)	VEH SIG SEC (12")LED(GRN ARW)	EA	4	\$ 405.00	\$ 1,620.00
682-6003 (TXDOT)	VEH SIG SEC (12")LED(YEL)	EA	9	\$ 405.00	\$ 3,645.00
682-6004 (TXDOT)	VEH SIG SEC (12")LED(YEL ARW)	EA	6	\$ 405.00	\$ 2,430.00
682-6005 (TXDOT)	VEH SIG SEC (12")LED(RED)	EA	9	\$ 405.00	\$ 3,645.00
682-6006 (TXDOT)	VEH SIG SEC (12")LED(RED ARW)	EA	4	\$ 405.00	\$ 1,620.00
682-6018 (TXDOT)	PED SIG SEC (LED)(COUNTDOWN)	EA	8	\$ 800.00	\$ 6,400.00
682-6054 (TXDOT)	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	11	\$ 125.00	\$ 1,375.00
682-6055 (TXDOT)	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	2	\$ 200.00	\$ 400.00
684-6007 (TXDOT)	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	66	\$ 3.25	\$ 214.50
684-6028 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	1262	\$ 3.50	\$ 4,417.00
684-6031 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	2644	\$ 3.50	\$ 9,254.00
684-6033 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	455	\$ 3.75	\$ 1,706.25
686-6047 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	2	\$ 20,000.00	\$ 40,000.00
686-6051 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(48')LUM	EA	1	\$ 40,000.00	\$ 40,000.00
686-6059 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(55')LUM	EA	1	\$ 41,500.00	\$ 41,500.00
687-6001 (TXDOT)	PED POLE ASSEMBLY	EA	3	\$ 2,900.00	\$ 8,700.00

688-6001 (TXDOT)	PED DETECT PUSH BUTTON (APS)	EA	8	\$ 785.00	\$ 6,280.00
Option B: Traffic Signal – Intersection of CR 175 & Journey Parkway					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
688-6003 (TXDOT)	PED DETECTOR CONTROLLER UNIT	EA	1	\$ 3,500.00	\$ 3,500.00
6001-6001 (TXDOT)	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	21	\$ 75.00	\$ 1,575.00
6054 6004 (TXDOT)	ANTENNA (OMNI-DIRECTIONAL)	EA	1	\$ 600.00	\$ 600.00
6083-6001 (TXDOT)	VIDEO IMAGING AND RAD VEH DETECTION SYS	EA	1	\$ 27,975.00	\$ 27,975.00
6094-6001 (TXDOT)	VIVDS CAMERA	EA	1	\$ 3,000.00	\$ 3,000.00
642S-1 (COA)	SILT FENCE (INSTALL)	LF	230	\$ 6.00	\$ 1,380.00
642S-1 (COA)	SILT FENCE (REMOVE)	LF	230	\$ 3.00	\$ 690.00
9000 (COL)	INSTALL RED-LIGHT CONFIRMATION LIGHT SYSTEM	EA	1	\$ 5,000.00	\$ 5,000.00
500 (TXDOT)	MOBILIZATION (20% OF ALL ITEMS)	LS	1	\$ 20,000.00	\$ 20,000.00
Total of all Unit Price Bid Items				\$ 460,901.05	

Option C: Traffic Signal – San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
TXDOT 100XXXX	PREP ROW	LS	1	\$ 6,000.00	\$ 6,000.00
TXDOT 1046022	REMOVE CONCRETE (CURB & GUTTER)	LF	520.5	\$ 20.00	\$ 10,410.00
TXDOT 1106001	EXCAVATION	CY	855	\$ 32.00	\$ 27,360.00
TXDOT 1326002	EMBANKMENT	CY	760	\$ 50.00	\$ 38,000.00
TXDOT 1606004	FURNISH AND PLACING TOPSOIL (6")	SY	1986	\$ 13.50	\$ 26,811.00

TXDOT 1646035	SEEDING FOR EROSION CONTROL	SY	4115	\$ 1.00	\$ 4,115.00
TXDOT 1686001	VEGETATIVE WATERING (69,260 GAL)	MG	0.0692	\$ 115.00	\$ 7.96
TXDOT 2476366	FLEXIBLE BASE 24 IN	SY	1227	\$ 45.00	\$ 55,215.00
TXDOT 3406011	D-GR HMA(SQ) TY-B PG64-22(3.0 IN)	SY	896	\$ 31.50	\$ 28,224.00
TXDOT 3406048	D-GR HMA(SQ) TY-C SAC-B PG70-22(2.0 IN)	SY	896	\$ 37.50	\$ 33,600.00
TXDOT 5006001	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00

Option C: Traffic Signal – San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
TXDOT 5026001	BARRICADES, SIGNS, AND TRAFFIC HANDLING – INCLUDING: CTB, CONSTRUCTION DETOURS, PROJECT SIGNS, SIDEWALK CLOSURE SIGNS, INSTALLATION, MAINTENANCE, AND REMOVAL OF ALL DEVICES	DAYS	90	\$ 170.00	\$ 15,300.00
TXDOT 5316004	CURB RAMPS AND LANDING (PED-18)	EA	2	\$ 4,000.00	\$ 8,000.00
TXDOT 6446001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2	\$ 750.00	\$ 1,500.00
TXDOT 6446004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	1	\$ 750.00	\$ 750.00
TXDOT 6446076	REMOVE R3-8 SIGN	EA	1	\$ 250.00	\$ 250.00
TXDOT 6666005	REFL PAV MARK TY I DASHED (CAT TRACKS)(HOT APPLIED THERMOPLASTIC)	LF	78	\$ 13.50	\$ 1,053.00
TXDOT 6666032	PAV MRK LAND LINE (4 IN SOLID)	LF	145	\$ 3.60	\$ 522.00
TXDOT 6666047	REFL PAV MRK TY I (W)(24 IN)(SLD); STOP BAR (HOT APPLIED THERMOPLASTIC)	LF	75	\$ 20.40	\$ 1,530.00
TXDOT 6666053	REFL PAV MRK TY I (WHITE) RIGHT TURN ARROW, (HOT APPLIED THERMOPLASTIC)	EA	2	\$ 225.00	\$ 450.00

TXDOT 6666056	REFL PAV MARK TY I (WHITE) COMBINATION RIGHT TURN / STRAIGHT ARROW	EA	2	\$ 400.00	\$ 800.00
TXDOT 6666077	REFL PAV MARK TY I (W)(WORD) "ONLY" (HOT APPLIED THERMOPLASTIC)	EA	3	\$ 500.00	\$ 1,500.00
TXDOT 6666302	REFL PAV MARK TY I (WHITE) FOG LINE (4 IN SOLID)	EA	514	\$ 3.60	\$ 1,850.40
TXDOT 6666314	PAV MARK DOUBLE YELLOW (4 IN SOLID)	LF	540	\$ 7.25	\$ 3,915.00
TXDOT 6776001	REMOVE PAV MRK DOUBLE YELLOW (4 IN SOLID)	LF	551	\$ 2.00	\$ 1,102.00
TXDOT 6776001	REMOVE FOG LINE (4 IN SOLID)	LF	519	\$ 2.00	\$ 1,038.00
TXDOT 6776003	REMOVE PAV MRK WHITE (8 IN SOLID)	LF	150	\$ 4.50	\$ 675.00
TXDOT 6776007	REMOVE (W) (24 IN)(SLD); STOP BAR	LF	61	\$ 15.00	\$ 915.00
TXDOT 6776009	REMOVE COMBINATION RIGHT TURN / STRAIGHT ARROW	EA	2	\$ 100.00	\$ 200.00
TXDOT 6776012	REMOVE (W) (WORD) "ONLY"	EA	1	\$ 150.00	\$ 150.00
TXDOT 6876001	INSTALL PED POLE ASSEMBLY AND APS UNIT	EA	1	\$ 1,250.00	\$ 1,250.00
TXDOT 6906030	REMOVAL OF PEDESTRIAN PUSH BUTTONS	EA	1	\$ 150.00	\$ 150.00
TXDOT690- 6032	INSTALL OF PEDESTRIAN PUSH BUTTONS	EA	1	\$ 150.00	\$ 150.00

Option C: Traffic Signal – San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
COA 641S	STABILIZED CONSTRUCTION ENTRANCE (INSTALL/REMOVAL)	EA	1	\$ 3,000.00	\$ 3,000.00
COA 642S	SILT FENCING (INSTALL/MAINTAIN/REMOVAL)	LF	825	\$ 9.00	\$ 7,425.00
COL 430S-B	CONC CURB AND GUTTER (TY II)(MOD) (W/THREE #3 REBAR AND 3 DOWELS)	LF	730	\$ 65.00	\$ 47,450.00
COL 432S-4	CONCRETE PAVING TO INCLUDE: FLATWORK AROUND CURB RAMPS AND LANDINGS	SY	54	\$ 225.00	\$ 12,150.00

SPECIAL	SAW CUT EXISTING PAVEMENT	LF	604	\$ 10.00	\$ 6,040.00
SPECIAL	STORMWATER VEGETATIVE FILTER STRIP ON SOUTH SIDE OF ROW – (110-FT X 15-FT), TO INCLUDE RAISED CURB OPENINGS, GRADING, TOPSOIL, SEEDING AND WATERING	LS	1	\$ 5,000.00	\$ 5,000.00
TXDOT 6186046	CONDT (PVC) (SCH 80) (2")	LF	16	\$ 20.00	\$ 320.00
TXDOT 6366001	ALUMINUM SIGNS (TY A)	SF	9	\$ 30.00	\$ 270.00
COL 6826001	VEH SIG SEC (12")LED(GRN)	EA	1	\$ 405.00	\$ 405.00
COL 6826002	VEH SIG SEC (12")LED(GRN ARW)	EA	1	\$ 405.00	\$ 405.00
COL 6826003	VEH SIG SEC (12")LED(YEL)	EA	1	\$ 405.00	\$ 405.00
COL 6826004	VEH SIG SEC (12")LED(YEL ARW)	EA	1	\$ 405.00	\$ 405.00
COL 6826004	VEH SIG SEC (12")LED(YEL ARW)	EA	1	\$ 405.00	\$ 405.00
COL 6826005	VEH SIG SEC (12")LED(RED)	EA	1	\$ 405.00	\$ 405.00
COL 6826025	BACKPLATE 12"(5 SEC)	EA	1	\$ 205.00	\$ 205.00
COL 6846028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	42	\$ 3.25	\$ 136.50
COL 6846031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	53	\$ 3.50	\$ 185.50
COL 6846033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	237	\$ 3.75	\$ 888.75
Total of all Unit Price Bid Items				\$ 378,294.11	

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **Two million three hundred one thousand seven hundred ninety-five dollars thirty-one cents \$[2,301,795.31].**
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **4.25%** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. Evidence of Insurance
4. City of Leander Standard Definitions, Terms and Conditions
5. Standard General Conditions. Edits highlighted.
6. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings listed on the attached sheet index.
8. IFB Bid documents.
9. Addenda No. 1
10. Addenda No. 2
11. Addenda No. 3
12. Addenda No. 4
13. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Project Schedule
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.
- C. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.
- D. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.
- E. 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, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- F. 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, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

- G. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- H. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- I. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

- J. Contractor will notify Owner immediately of any inadvertent or intentional breach of this agreement by Contractor including if the circumstances related to any of Contractors representations in 8.03(E)-(H) change.
- K. Contractor certifies that it will retain Contracting Information, as defined by Texas Government Code Section 552.003, for the duration of Owner's record retention schedules. Contractor will provide the documents upon request by Owner as required by Section 552.371. Contractor will provide the requested documents in time for Owner to meet the deadlines described in 552.371. If Contractor is unable to meet the deadlines, Contractor will provide written notice to Owner of the timeframe for compliance so that Owner can provide as much to the Attorney General if owner deems so necessary or beneficial.

<Signatures on Separate Page>

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date of the last signature and full execution of this Agreement.

Owner:

City of Leander

By: _____

Date: _____

Name: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

Designated Representative:

Name: _____

Title: _____

Address:

Phone: _____

Email: _____

Contractor:

EAR Telecommunications, LLC DBA EARTC

By:  _____

Date: 04/12/2024

Name: Carlos Reyes

Title: President / Founder

Attest: Juana Quiroz

Title: Assitant Administrator

Address for giving notices:

14719 US Highway 290 E.
Suite 106
Manor, TX 78653

Designated Representative:

Name: Carlos Reyes

Title: President / Founder

Address:

14719 US Highway 290 E
Suite 106
Manor, TX 78653

Phone: (512) 850-1490

Email: Carlos.Reyes@EARTC.com



CIPS24-007 - Construction Services for Intersection Improvements

Scoring Summary

Active Submissions

	Total	References	Responsive Proposal	A - Project Cost	A-1 - Total Project Cost - Option A	A-2 - Total Project Cost - Option B	A-3 - Total Project Cost - Option C	
Supplier	/ 100 pts	/ 15 pts	/ 10 pts	/ 75 pts*	/ 100 pts	/ 100 pts	/ 100 pts	
EARTC	99.57	14.9	9.667	75	100 (\$1,462,600.15)	100 (\$460,901.05)	100 (\$378,294.11)	AWARD
Texas Road, LLC	85.63	14	8.667	62.97	99.07 (\$1,476,288.87)	93.75 (\$491,610.70)	59.03 (\$640,803.88)	
Patin Construction	70.79	0	8	62.79	97 (\$1,507,766.00)	62.79 (\$734,057.00)	91.35 (\$414,107.42)	



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Article 13.09 Water Conservation and Drought Contingency Plan to enact amendments to make the plan consistent with the Lower Colorado River Authority's (LCRA) Drought Contingency Plan; providing for enforcement of the plan; establishing administrative and criminal penalties; providing for appeal of administrative penalties to a hearing officer; providing a severability, savings, effective date, and open meetings clauses; and providing for related matters.

BACKGROUND:

On March 26, 2024, the Lower Colorado River Authority (LCRA) approved new Drought Contingency Plan (DCP) changes for firm water customers. As a firm water customer, the City of Leander is required to update local drought contingency plans to match or exceed new LCRA DCP responsive actions by June 1, 2024. The City's conservation phase triggers and watering restrictions must align with the total combined lake storage levels and inflow triggers described in the updated LCRA DCP. These include:

Phase 1 - 2x per week residential watering/1x per week commercial watering.

Phase 2 - 1x per week watering for all customers. Triggered when the total combined storage of Lakes Travis and Buchanan reaches 900,000 acre-feet, or when the total combined storage is less than 1.1 million acre-feet and the cumulative prior three months of inflows total to Lakes Buchanan and Travis is less than the 25th percentile of historic inflows for the three-month periods. *(NEW)*

Phase 3 - No automatic irrigation systems, hand watering only. Triggered when the combined storage of Lakes Travis and Buchanan reaches 750,000 acre-feet. *(NEW)*

Phase 4 - No outdoor watering, essential use only. Triggered when the combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet. *(NEW)*

Additional Phase 4 City actions, similar to those authorized in conjunction with the Brushy Creek Regional Utility Authority (BCRUA) pipeline replacement project in February 2024, are proposed. These include:

- Direct shutoff of existing and cease issuance of new bulk water meters.
- Cease acceptance of permit applications or issuance of permits for new, additional, or expanded irrigation systems.
- Cease acceptance of permit applications for new, additional, or expanded swimming pools.

Other ordinance updates include:

- Authorizing the city manager or city manager's designee to implement any additional measures deemed necessary under Phase 4 City actions.
- Adding "recklessly" as a culpable mental state for establishing a violation of the ordinance.
- Ordinance violation appeals are heard by the municipal court judge hearing officer, rather than the city manager or city manager's designee.

HISTORY/TIMELINE:

Article 13.09 – Water Conservation and Drought Contingency Plan

09/01/2011 – Adoption of Ordinance No. 11-027-00

03/20/2014 – Amended Ordinance No. 14-070-00

12/19/2019 – Amended Ordinance No. 19-074-00

03/18/2021 – Amended Ordinance No. 21-020-00

09/15/2022 – Amended Ordinance No. 22-087-00

10/10/2023 – Amended Ordinance No. 23-066-00

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends and respectfully requests approval of the amendments to the City of Leander Code of Ordinances, Article 13.09 Water Conservation and Drought Contingency Plan.

PRESENTER:

Gina Ellison, PE, Public Works Director

Fiscal Impact

Attachments:

1. Water Conservation & DCP redline
2. Water Conservation & DCP clean

~~—~~AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING ARTICLE 13.09, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE CODE OF ORDINANCES WHICH ESTABLISHES CONSERVATION PHASES AND RESTRICTIONS ON WATER USAGE FOR EACH PHASE; ENACTING AMENDMENTS TO MAKE THE PLAN CONSISTENT WITH THE LOWER COLORADO RIVER AUTHORITY'S DROUGHT CONTINGENCY PLAN; —TO EXPAND THE PURPOSE OF THE ARTICLE TO RECOGNIZE IMPACTS OF CONSTRUCTION DELAYS; —ADJUST WATERING DAYS AND TIMES, APPLY RESTRICTIONS TO ALL IRRIGATION METHODS, AND INCLUDE COMMERCIAL AND HOMEOWNER ASSOCIATION INSPECTION REQUIREMENTS; CLARIFY A TRIGGER AND A CITY ACTION IN CONSERVATION PHASE 3; CLARIFY A CITY ACTION IN CONSERVATION PHASE 4; REVISE THE CRIMINAL PENALTY PROVISION FOR READABILITY; CLARIFY NOTICE REQUIREMENTS FOR NON-EMERGENCY TERMINATION OF SERVICE; CLARIFY THAT A CUSTODIAN CAN ALSO BE A PERSON RESPONSIBLE FOR VIOLATIONS BY MINOR CHILDREN; TO REFORMAT THE ARTICLE; AND TO MAKE GRAMMAR CORRECTIONS. THE ORDINANCE PROVIDING FOR ENFORCEMENT OF THE PLAN; ESTABLISHING ADMINISTRATIVE AND CRIMINAL PENALTIES; PROVIDING FOR APPEAL OF ADMINISTRATIVE PENALTIES TO A HEARING OFFICER; PROVIDESING A SEVERABILITY CLAUSE, PROVIDESING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDESING FOR RELATED MATTERS.

WHEREAS, water is a scarce resource and the City of Leander, Texas (the “City”) desires to continue to implement water conservation measures to help ensure adequate water supply for the current and future population of the City;

WHEREAS, the review and update of water conservation and drought contingency regulations is reasonable and necessary for the public health, safety, and welfare;

WHEREAS, the regulations adopted herein promote the preservation of a scarce resource during drought conditions and are reasonable and necessary for the public health, safety, and welfare; City finds it reasonable to expand the purpose of the Article to factor in facility construction delays in applying the Article's provisions;

~~—~~WHEREAS, the City finds it reasonable and necessary to adjust watering days and times to allow for an easier system recovery and simplify enforcement capabilities;

~~WHEREAS, the City finds it reasonable and necessary to require annual inspection of commercial, multi-family, and homeowner association irrigation systems as they have a large impact on the overall system operation and demand;~~

~~WHEREAS, the City finds it reasonable to revise the criminal penalty provision for readability and clarify the notice requirements for non-emergency termination of service;~~

~~WHEREAS, the City finds it reasonable to clarify that a custodian can be held responsible for violations of a minor child;~~

~~WHEREAS, the City finds it reasonable reformat and address grammatical matters throughout the Article;~~

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. ~~The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.~~

Section 2. Amendment of Article 13.09, Water Conservation and Drought Contingency Plan of the City of Leander Code of Ordinances. ~~Article 13.09 of the City of Leander Code of Ordinances is hereby amended in its entirety to read as follows:~~

~~The entire Article is laid out below since it has been reformatted entirely and minor corrections to grammar have been made. The following descriptions address the sections with more substantive amendments. Article 13.09 is ADOPTED as presented.~~

~~Section 13.09.001(a) adds a reference to facility construction delays as a factor to consider when implementing the Article.~~

~~Section 13.09.010(c)(2) is a new provision on automatic irrigation system audits, (c)(3) and (c)(4) convert the Phase 1 watering schedule to table format and applies the schedule to all landscape irrigation, and (c)(5) changes the watering schedule to 7:00 p.m. to 7:00 a.m. from 10:00 a.m., makes clear in (c)(5) that the irrigation limits apply to new lawn installations even when operating under an exception granted under (c)(7) that the irrigation limits apply to. Finally, (c)(7) now provides that exceptions will not be granted in the months of June, July, or August.~~

~~Section 13.09.011(d)(1) converts the Phase 2 watering schedule to table format, combines all customer classes into one schedule, makes the schedule applicable to soaker hoses and drip irrigation (previously exempt), applies the watering hours utilized in Phase 1, deletes the separate table in (d)(2), and renumbers and makes a conforming amendment to (d)(3).~~

~~Section 13.09.012(a)(1) and (2) have minor format corrections and (a)(2) removes the term “key” to provide maximum flexibility in operation of the water system and (c)(2) removes the term “additional” to clarify that emergency water supply options are first considered in Phase 3.~~

~~Section 13.09.013(c)(6) corrects grammar by adding the term “a” before the term “project” and (e) substitutes the more mandatory term of “direct” for the term “contact” and clarifies that the city manager or a designee may take action under this provision.~~

~~Section 13.09.014 (e)(1) provides clarifying language regarding a violator and deletes to reference to city limits in recognition that the ordinance applies to all water service customers, (d)(2) removes the reference to “wastewater” and clarifies notice requirements, (e)(1) corrects a spelling error in the term “rebuttable,” and (e)(2) adds a “custodian” of a minor child as a person who can be deemed responsible for a violation.~~

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

§ 13.09.001 Declaration of policy, purpose and intent.

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, facility construction delays, water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water (“the plan”).
- (b) Water uses regulated or prohibited under this article are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section **13.09.014** of this article.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.002 Public involvement.

~~Opportunity for the public to provide input into the preparation of plan was provided by the City by means of notifying the public in the agenda posted on the city’s website and at city hall at least 72-hours in advance of the regularly scheduled meeting at which the council considered the plan. A copy of the proposed plan was included in the agenda materials available to the public on the City’s website. The City accepted any public comments provided by email before the meeting and in person at the meeting. The public may have an opportunity to provide input on preparation of the plan at a regularly scheduled public meeting of the city.~~

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.003 Public education.

The city will periodically provide the public with information about the plan, including information about the conditions under which each phase of the plan is to be initiated or terminated and the drought response measures to be implemented in each phase. This information may be provided by, but is not limited to, public meeting, media releases, bill inserts, website announcements, digital platform messages, or other similar methods of mass communication.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.004 Coordination with regional water planning groups.

The service area of the city is located within Regional Water Planning Group (RWPG) G, Brazos River Authority, and the city has given this plan to the Lower Colorado River Authority, and the Brazos River Authority.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.005 Authority to implement response measures.

In the event of unusual operational events, catastrophic occurrences, severe weather events, or other public emergencies, or if required by the LCRA DCP, the city manager or city manager's designee may implement mandatory water restrictions in addition to those set out in this article. The city manager or city manager's designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or city manager's designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article. Unless otherwise specified by the city manager, the city manager's primary designee is the public works director and the alternate designee is the city engineer.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.006 Notice of implementation of mandatory provisions.

The city shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.007 Applicability.

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations and all other legal entities. The provisions of this article do not apply to:

(1) ~~(1)~~ — Persons who use water from private wells; ~~or~~

(2) Persons who use water from the city's reuse water system; or

(23) Persons who otherwise use water from a source other than the city's water utility system.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.008 Definitions.

For the purposes of this plan, the following definitions shall apply:

BRA. - The Brazos River Authority or successor agency.

Conservation. - Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. - Any person, company or organization using water supplied by the city.

Domestic water use. - Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry or institution.

Drought contingency plan (DCP) – A strategy or combination of strategies that a water supplier, such as a city, develops and implements to monitor and respond to a drought or other temporary water supply shortage that can severely disrupt the supply of water to customers.

Industrial water use. - The use of water in processes designed to convert materials of lower value into forms having greater usability and value, including the development of power by means other than hydroelectric.

Landscape irrigation. - Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, rights-of-way, and medians.

LCRA. - The Lower Colorado River Authority, or successor agency.

Nonessential water use. - Water uses that are neither essential nor required for the protection of public health, safety, and welfare, including, but not limited to:

- (1) Landscape irrigation, except as otherwise provided under this article;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than

immediate fire protection;

(5) Flushing gutters or permitting water to run or accumulate in any gutter or street;

(6) ~~Use of water to fill, refill, or add to any indoor or outdoor swimming pools. The addition of water to a pool, Jacuzzi, or splash pad except where necessary to maintain the water purification system in service or to maintain structural integrity of the pool;~~

(7) ~~Use of water to fill, refill, or add to any~~ wading pools, ornamental ponds, ~~Jacuzzi-type pools,~~ or similar structures;

(78) Use of water in a fountain or pond for aesthetic or scenic purposes such as fountains, reflecting pools, and water gardens except where necessary to support aquatic life;

(89) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(910) Use of water from hydrants or flush valves for construction purposes or any other purposes other than firefighting.

System. - The combination of components of the water supply network that carry, store, or move potable water from a centralized treatment plant to water customers. Components include but are not limited to transmission lines, pumps, ground and elevated storage tanks.

TAC. - Texas Administrative Code.

TCEQ. - Texas Commission on Environmental Quality.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.009 Initiation and termination of water conservation and drought response phases.

- (a) The city manager or city manager's designee shall monitor the water supply and/or demand conditions on a daily basis and determine when conditions warrant initiation or termination of each phase of the plan. ~~The city manager or city manager's designee is further authorized to determine and establish watering schedules that are different than those set forth in this article if the city manager or designee determines that conditions warrant a different watering schedule.~~ The base water conservation plan, outlined in phase 1, shall be in force at all times unless subsequent phases are enacted. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.
- (b) The city manager or city manager's designee shall implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare.

- (c) The triggering criteria described below are based on information provided by LCRA and BRA; and are further based on known system capacity limits.
- (d) Public notification of the initiation or termination of water conservation and drought response phases shall be by one or more combination of methods which may include, but is not limited to, media releases, bill inserts, website announcements, digital platform messages, automated telephone calls, and signs posted at service area entry points.

(Ordinance 21-020-00 adopted 3/18/21)

§ 13.09.010 Conservation phase 1 - base conditions.

- (a) Water use requirements. Phase 1 base conditions will be in effect year-round.
 - (1) Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. The city shall keep a copy of the current public announcement on water conservation awareness on file and available for inspection by TCEQ.
- (b) City actions. To manage supply, the city will:
 - (1) Continually review system operations, identify ways to improve system efficiency and accountability, and actively promote water conservation.
 - (2) Request water customers to voluntarily limit and reduce the use of water for nonessential purposes and to practice water conservation.
 - (3) Establish mechanisms to remind water customers to practice water conservation year-round.
- (c) Customer actions. Under threat of penalty for violation, the following conditions shall apply to all retail water customers:
 - (1) It is unlawful for any customer to waste water through use that serves no practical purpose. Such water waste includes the failure to repair a leak, either inside or outside a home, building, or facility, within a reasonable time, not to exceed 60 days from the date that a notice was provided about the leak resulting in water runoff or accumulation in a street, gutter, or parking lot.
 - (2) Automatic Irrigation System Audits. Homeowners' associations and non-residential lot owners must cause their automatic irrigation systems to be inspected by a person licensed under V.T.C.A., Occupations Code § 1903.251, as amended, and V.T.C.A., Water Code Ch. 37, as amended, (unless a statutory exemption to the licensing requirements applies, in which case the reason for the exemption must be clearly stated) every year to verify compliance with this ~~Chapter article and state law~~. The City shall be authorized discontinue water service to the premises if the homeowners' association

or non-residential lot owner does not submit proof of the inspection, and completion of any required repairs, to the City on the City's request.

- (3) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a twice-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, or as otherwise determined and established by the city manager or designee:

Residential – Phase 1		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day(s)	Allowed Watering Hours
2, 4	Monday and/or Thursday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5, 9	Tuesday and/or Friday	
6, 8	Wednesday and/or Saturday	
0, 3, 7	Thursday and/or Sunday	

- (4) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, ~~as determined by the city~~ or as otherwise determined and established by the city manager or designee:

Commercial/HOA/Multi-Family – Phase 1
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation

Last Digit of Meter Address	Allowed Watering Day	Allowed Watering Hours
2, 4	Monday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5	Tuesday	
6	Wednesday	
0	Thursday	
9	Friday	
8	Saturday	
3, 7	Sunday	

- (5) Landscape irrigation by way of automatic systems, hose-end sprinklers, soaker hose, or drip irrigation is limited to the hours from 12:00 a.m. (midnight) to 7:00 a.m. and from 7:00 p.m. to 12:00 a.m. (midnight), in accordance with the applicable watering schedules and designated watering days ~~as determined by the city or as otherwise determined and established by the city manager or designee~~. Watering hours apply to all irrigation methods listed above to include landscape establishment for new construction.
- (6) Landscape irrigation limits do not apply if the irrigation is performed:
- (A) By means of a hand-held hose.
 - (B) At a commercial plant nursery.
 - (C) During the testing of new irrigation system installation or existing irrigation system repair.
- (7) Requests for one-time ~~exceptions-variances~~ to conservation measures ~~would-may~~ be considered by the city on a case-by-case basis and may be granted for up to 21 days for new lawn installations. A variance may be requested in accordance with the procedures set forth in Section 13.09.015. However, irrigation of new law installation authorized under this exception provision is still limited to the watering hours of 7:00 p.m. to 7:00 a.m. ~~Exceptions-Variations~~ will not be granted in the months of June, July, or August.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.011 Conservation phase 2 - water use reduction.

- (a) Triggers. Customers shall adhere to phase 2 conditions when one or more of the following occurs:

- (1) Total daily water demand equals or exceeds 90% of the total operation system treatment capacity for 3 consecutive days;
 - (2) Total daily water demand equals or exceeds 90% of the firm capacity of key pump stations for 3 consecutive days;
 - (3) The total combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet;
 - (4) On March 1 or July 1, the total combined storage in Lakes Buchanan and Travis is below 1.1 million acre-feet and the cumulative prior three months of inflows total to those lakes is less than the 25th percentile of historic inflows for the three-month periods; or in accordance with LCRA requirements, which are subject to change.
 - (45) The city manager or city manager's designee determines that phase 2 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 2 response measures are designed to achieve a 20% reduction in water use.
- (c) City actions. To manage supply, the city will:
- (1) Discontinue water main and line flushing unless necessary to maintain regulatory compliance or for public health reasons protection of the public health, safety, and welfare.
 - (2) Visually inspect lines on a regular basis and repair leaks.
 - (3) Suspend hydrant testing.
 - (4) Suspend the following city operations:
 - (A) Vehicle washing.
 - (B) Street cleaning.
 - (C) Landscape irrigation in city parks except by hand-held hose. The city may continue irrigation by way of automatic systems or hose-end sprinklers for up to 21 days only when necessary to salvage new installations.
 - (5) Increase efforts to inform the public on water conservation strategies including:
 - (A) Conduct a monthly review of customer use records;
 - (B) Contact customers with unusually high usage to help identify potential leaks and provide customers with water saving tips and practices to better manage water use and reduce monthly costs.
- (d) Customer actions. Under threat of penalty for violation, the following phase 2 response measures shall apply to all retail water customers:

- (1) Residential, commercial, multifamily, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in section **13.09.010(c)(5)**, ~~as determined by the city~~ or as otherwise determined and established by the city manager or designee:

All Categories – Phase 2 (Residential/Commercial/HOA/Multi-Family)		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day	Allowed Watering Hours
2, 4	Monday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5	Tuesday	
6	Wednesday	
0	Thursday	
9	Friday	
8	Saturday	
3, 7	Sunday	

- (2) Landscape irrigation limits do not apply if the irrigation is performed:
- (A) By means of a hand-held hose.
 - (B) At a commercial plant nursery.
 - (C) During the testing of new irrigation system installation or existing irrigation system repair.
- (3) Other nonessential water uses are prohibited except under the following circumstances:
- (A) Use of water from hydrants or flush valves for construction purposes.
 - ~~(B) The addition of water to a pool or splash pad where necessary to maintain the water purification system in service or to maintain structural integrity of the pool.~~

- (~~CB~~) The washing of vehicles or boats at a commercial car wash facility. If washing of vehicles or boats occurs at a residence, or as part of a charity or fundraising event held on a commercial property, it must occur during-on the property's designated watering day as defined in subsection (d) of this section. Such activity, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle.
- (e) Wholesale. The city will keep wholesale treated water customers informed about demand and current and projected supply conditions. The city will initiate discussions with wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses.
- (f) Termination. Phase 2 may be rescinded when one or more of the following occurs:
- (1) The water treatment plant capacity conditions listed above as a triggering event have ceased to exist for five (5) consecutive days;
 - (2) ~~LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed~~The total combined storage of Lakes Travis and Buchanan is greater than 1.1 million acre-feet;
 - (3) The city manager or city manager's designee determines that the applicable provisions are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of phase 2, the city publicly announces to its customers the end of phase 2 and return to phase 1 conditions.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.012 Conservation phase 3 - water emergency.

- (a) Triggers. Customers shall adhere to phase 3 conditions when one or more of the following occurs:
- (1) Total daily water demand equals or exceeds 95% of the total operation system treatment capacity for three (3) consecutive days;
 - (2) Total daily water demand equals or exceeds 95% of firm capacity of pump stations for three (3) consecutive days;
 - (3) ~~LCRA general manager or board declares a water emergency~~The total combined storage of Lakes Travis and Buchanan reaches 750,000 acre-feet.
 - (4) The city manager or city manager's designee determines that phase 3 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 3 response measures are designed to achieve a 50%

reduction in water use.

(c) City actions. To manage supply, the city will, in addition to phase 2 response measures:

~~(1) Discontinue water main and line flushing unless necessary for public health, safety, and welfare.~~

(21) Explore emergency water supply options, which may include arranging for the emergency purchase of water from utilities for which there exists proper agreements for such purchase;

(32) Increase efforts to inform the public on water conservation strategies;

(43) Increase the detection and repair of water leaks in the distribution system;

(54) Read water meters as necessary to ensure compliance with this program for the benefit of all the customers.

(5) Cease or direct shutoff of all landscape irrigation at City-owned facilities, rights-of-way, public park areas, and public landscape areas.

(d) Customer actions. Under threat of penalty for violation, phase 2 response measures, along with the following measures which may supersede, shall apply to all retail water customers:

(1) Landscape irrigation is prohibited except by means of a hand-held hose.

(2) Industrial water uses are prohibited except for some limited uses as deemed necessary by the city manager or city manager's designee to protect public health, safety, and welfare.

(e) Wholesale. The city will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale water customer's own drought contingency plan.

(f) Terminations. Phase 3 may be rescinded when one or more of the following occurs:

(1) The water treatment plant capacity condition listed above as a triggering event has ceased to exist for five (5) consecutive days;

(2) ~~The LCRA announces that mandatory restrictions by its firm raw water customers are no longer required~~The total combined storage of Lakes Travis and Buchanan reaches 825,000 acre-feet;

(3) The city manager or city manager's designee determines that phase 3 response measures are no longer necessary to protect public health, safety, and welfare; or

- (4) Upon termination of phase 3, the city publicly announces to its customers the end of phase 3 and return to phase 2 conditions.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

§ 13.09.013 Conservation phase 4 - critical water conditions and/or water system failure.

- (a) Triggers. Customers shall adhere to the phase 4 response measures when one or a combination of the following occurs:

- (1) Major water line breaks or pump system failures that cause substantial loss of ability to provide water service;

- (2) Natural or man-made contamination of the water supply source;

- (3) The total combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, and the LCRA Board declares a prolonged drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

- ~~(34)~~ Water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the city manager or his/her designee;

- ~~(45)~~ The city manager or city manager's designee determines that phase 4 response measures are necessary to protect public health, safety, and welfare.

- (b) Demand reduction target. Phase 4 response measures are designed to limit the daily water demand to no more than 50% capacity.

- (c) City actions. To manage supply, the city will, in addition to phase 3 response measures:

- (1) Assess the severity of the problem and identify the actions needed and time required to resolve the problem.

- (2) Issue applicable public notifications and messaging as to the water system or source failure.

- (3) Severely restrict or prohibit, as appropriate, all water system uses in the affected service area.

- (4) Read meters as often as needed to ensure program compliance for the benefit of all customers.

- ~~(5) Minimize flushing for dead-end mains.~~

- ~~(6) Cease allowance or approval of applications for new, additional, expanded, or larger~~

~~water service connections, meters, service lines, pipeline extensions, mains, or water service facilities unless a project is deemed necessary to resolve the water system failure.~~

~~(7) Operate the distribution system according to applicable regulations.~~

~~(5) Direct shutoff of existing and cease issuance of new bulk water meters.~~

~~(6) Cease acceptance of permit applications or issuance of permits for new, additional, or expanded irrigation systems.~~

~~(7) Cease acceptance of permit applications for new, additional, or expanded swimming pools.~~

(8) Initiate emergency interconnects or alternative supply arrangements.

~~(9) Implement any additional measures deemed necessary by the city manager or city manager's designee to ensure water system demand reductions necessary to protect public health, safety, and welfare.~~

(d) Customer actions. Under threat of penalty for violation, phase 3 response measures, along with the following measure which may supersede, shall apply to all retail water customers:

(1) Use of water is restricted as deemed necessary to meet the emergency as implemented by the city manager or designee, or the City Council.

(e) Wholesale. The city will direct its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. The city manager or city manager's designee may cease water supply to the wholesale water customer.

(f) Termination. Phase 4 may be rescinded when one or more of the following occurs:

(1) The water system failure conditions listed above as a triggering event has ceased to exist for five (5) consecutive days.

~~(2) The total combined storage of Lakes Travis and Buchanan is greater than 600,000 acre-feet for 1 month with an increasing trend, and/or the LCRA announces that mandatory Stage 4 water restrictions for firm water customers are no longer required in accordance with the LCRA DCP, and LCRA ceases curtailment of water supply for Leander.~~

~~(23)~~ The city manager or city manager's designee determines that phase 4 response measures are no longer necessary to protect public health, safety, and welfare.

~~(34)~~ Upon termination of phase 4, the city publicly announces to its customers the end of

phase 4 and return to phase 3 conditions.

(Ordinance 21-020-00 adopted 3/18/21)

§ 13.09.014 Enforcement; penalty; termination of water service.

(a) Compliance. No person or entity shall recklessly, knowingly, or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response phase in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.

(b) Administrative violation procedures.

(1) Penalties. Except as otherwise stated herein, each violation of this plan within a 12-month period may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second offense	\$50.00	\$200.00
Third offense	\$100.00	\$400.00
Fourth and subsequent offense(s)	\$200.00, and non-emergency disconnection	\$1,000.00, and non-emergency disconnection

(2) Penalties during conservation phase 4. Each violation of this plan that occurs within a 12-month period during conservation phase 4 may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second and subsequent offense(s)	\$1,000.00, and emergency disconnection*	\$1,000.00, and emergency disconnection*

** Water service may be disconnected under the emergency disconnection procedures set forth in subsection (d)(1) below for a second violation of this article that occurs during conservation phase 4.*

(3) Notice of first offense. If the city manager, or city manager's designee reasonably believes that a person or entity has violated this plan, then a notice of first offense shall

be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed or hand delivered to the alleged offender's utility billing address.

- (4) Notice of second and/or subsequent offense. If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan again subsequent to and within a 12-month period immediately following the date of the preceding offense, then a notice of second offense will be mailed containing the same information as described in the preceding subsection and a description of the administrative fee for the offense. This notice will be mailed to the alleged offender's utility billing address.
- (5) Appeal of administrative offense.
 - (A) An alleged offender may appeal an administrative offense as set forth in this article. They request of an appeal shall not suspend or delay an alleged offender's obligation to pay current outstanding utility or administrative fees. Upon successful appeal of an offense, the city will refund administrative fees paid by the alleged offender.
 - (B) ~~At the city manager's or city manager designee's discretion, an appeal or final review hearing may be conducted by a scheduled telephone conference involving the alleged offender, pertinent city staff, and testifying witnesses. Prior to any telephone conference, each testifying witness's name, address, telephone number, and relationship to the alleged offender shall be submitted to the city manager, along with any or other supporting documentation or physical evidence to be considered during the conference. Any unidentified witness or supporting documents and evidence shall be considered during an appeal conference or meeting. The alleged offender may request a hearing regarding the administrative offense and fee with the municipal court judge, who is hereby designated as the hearing officer pursuant to V.T.C.A., Local Government Code § 54.044, by submitting a written request to the address shown on the citation or notice of violation within 15 days of the date of the notice of the offense. The hearing shall be held in accordance with V.T.C.A., Local Government Code § 54.044.~~
 - (C) ~~Within fifteen (15) business days of the date of the notice of offense, an alleged offender may appeal the administrative offense and fee by submitting a written request to the city manager or city manager's designee. Within 15 business days of the receipt of such request, the city manager or city manager's designee shall appoint one or more pertinent hearing officers and schedule an appeal hearing or telephone conference. At the appeal hearing, the alleged offender may present relevant evidence and bears the burden of proof to show by a preponderance of the evidence why he or she should not be held in violation or~~

~~assessed a fee. The hearing officers shall consider all relevant evidence as presented and render a decision within five (5) business days of the conclusion of the appeal hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address.~~

~~(D) — An alleged offender may appeal the hearing decision by submitting a written request to the city manager within five (5) business days of their receipt of the decision. Within five (5) business days of receiving a timely appeal, the city manager or city manager's designee shall conduct a final review hearing. At this hearing, the alleged offender may present relevant evidence as described in the preceding subsection. The city manager or designee shall consider relevant evidence and render a written decision within five (5) business days of the conclusion of the final review hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address. The final review hearing decision is final and binding.~~

~~(E) — Should the alleged offender fail to attend a scheduled appeal, it is their responsibility to contact the city manager or city manager's designee within five working days of the scheduled date of the appeal. Failure to do so or attend the rescheduled appeal for any reason shall constitute a default, render final the administrative offense and associated fee, and further waive the offender's right to an appeal.~~

(6) Notices. All notices regarding alleged administrative offenses, including, without limitation, notices of offenses, appeal hearing and final review hearing decisions, shall be in writing and forwarded to the alleged offender via first class mail and/or certified mail, return receipt requested, to the alleged offender's current utility billing address. All notices delivered in this manner shall be deemed as received by the alleged offender within five (5) days of the mailing's postmark.

(c) Enforcement as criminal violation. Alternatively, and at the city manager's discretion, any violation of this article may be enforced as a criminal violation in accordance with subsection (1) below.

(1) Criminal penalty. Any person who violates a ~~provision~~ of this article, or fails to comply therewith or with any of the mandatory requirements thereof shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(d) Termination of water service; reconnection charge. The city manager or city manager's designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur in accordance with this section. Services discontinued under such circumstances shall be restored only upon payment of the reinstatement fee set forth in the city's fee schedule, and any other costs incurred by the city

in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.

- (1) Emergency termination. If an officer charged with enforcement of this article determines that a violation of this article constitutes an immediate threat to the public health, safety and welfare, and the owner, occupant, or person in control of the property (the “responsible party”) is absent or fails to immediately remedy the violation, the officer may terminate water services to such property. The city manager or designee shall hold a hearing within 72 hours after termination of service to determine whether the responsible party violated this article, unless a later hearing date is requested by the responsible party or the responsible party is unable to be located, in which case the hearing shall be held as soon as possible. Promptly after terminating service, the officer charged with enforcement of this article shall give the responsible party written notice of the termination and hearing ~~in compliance with TAC, title 30, section 291.88(b)~~, by personal delivery or posting notice of the hearing on or near the front door of each building on the property, or at the Property Manager’s door if available. If it is determined at the hearing that the responsible party did not violate this article, the responsible party’s utilities shall be immediately reconnected without charge to the responsible party.
- (2) Non-emergency termination. An officer charged with enforcement of this article who determines that a violation of this article is present may seek termination of water service to the property at which the violation is present after notice and hearing as provided in this subsection. The officer charged with enforcement of this article shall give written notice of the violation of this article to the responsible party and the requirement that the violation be remedied within ten (10) days or water service will be disconnected, such notice to ~~comply with TAC, title 30, section 291.88(a)~~ be given by mail or by personal delivery. If the responsible party fails to remedy the violation within the time specified in the notice, the officer charged with enforcement of this article may terminate water service. The responsible party may request a hearing by the city manager regarding termination of service. Written notice of the time and date of the hearing shall be given to the responsible party at least ten days before the hearing date. Notice required by this subsection shall be in writing and delivered to the responsible party by in-person service, or by mail to the responsible party at his/her post office address.
- (3) Determination at hearing; appeals. If the city manager determines at a hearing held under subsection (1) or (2) above that the responsible party did not violate this article, the responsible party’s utilities shall be immediately reconnected without charge to the responsible party. If it is determined that the responsible party violated this article, as appropriate, water service shall not be reconnected until the responsible party remedies the violation of this article and pays all required reconnection fees. The city manager’s

decision may be appealed to the city council in writing within ten days of the city manager's decision.

(e) Responsibility for violation.

- (1) For purposes of this article, the person or customer in whose name the utility billing office last billed or who is receiving the economic benefit of the water supply is presumed to have knowingly made, caused, used or permitted the use of water received from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article and proof that the violation occurred on the person's or customer's property shall constitute a rebuttable presumption that the person or customer committed the violation.
- (2) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents or custodian shall be presumed to be responsible for violations of their minor children, and proof that a violation, committed by a child, occurred on property within the parent's or custodian's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.
- (3) A person commits an offense if the person performs an act prohibited by this article or fails to perform an act required by this article. Each instance of a violation of this article is a separate offense.

~~(4) Proof of a culpable mental state is not required for a conviction of an offense under this article.~~

~~(54)~~ If a person is convicted for three or more violations of this article within a 12-month period, water service may be disconnected or restricted.

~~(65)~~ During phases 3 or 4, the city reserves the right to perform an emergency disconnection for violations of nonessential water uses, regardless of previous violations.

~~(76)~~ The city's authority to seek injunctive or other civil relief available under the law is not limited by this article.

~~(Ordinance 21-020-00 adopted 3/18/21; Ordinance 22-087-00 adopted 9/15/2022)~~

§ 13.09.015 Variances.

- (a) The city manager or city manager's designee may grant variances:
 - (1) From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
 - (2) Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection (b) below.
- (b) The city manager or city manager's designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
 - (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (c) Persons requesting ~~an exemption variance~~ from the provisions of this article shall file a petition for variance with the city within five (5) working days after the plan or a particular drought response phase has been invoked. All petitions for variances shall be reviewed by the city manager or city manager's designee, and shall include the following:
 - (1) Name and address of the petitioner(s);
 - (2) Purpose of water use;
 - (3) Specific provision(s) of the plan from which the petitioner is requesting relief;
 - (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
 - (5) Description of the relief requested;
 - (6) Period of time for which the variance is sought;
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and

- (8) Other pertinent information.
- (d) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or city manager's designee:
 - (1) Variances granted shall include a timetable for compliance.
 - (2) Variances granted shall expire when the specific provision of the plan from which the petitioner requested relief is no longer in effect or prior to expiration if, the petitioner has failed to meet specified requirements.
- (e) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

~~(Ordinance 21-020-00 adopted 3/18/21)~~

Section 3. Conflicting Ordinances. Article 13.09, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting water conservation and drought contingency regulations within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the applicable provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 6. 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 7. 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 the _____ day of _____, 202~~3~~⁴.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING ARTICLE 13.09, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE CODE OF ORDINANCES WHICH ESTABLISHES CONSERVATION PHASES AND RESTRICTIONS ON WATER USAGE FOR EACH PHASE; ENACTING AMENDMENTS TO MAKE THE PLAN CONSISTENT WITH THE LOWER COLORADO RIVER AUTHORITY'S DROUGHT CONTINGENCY PLAN; PROVIDING FOR ENFORCEMENT OF THE PLAN; ESTABLISHING ADMINISTRATIVE AND CRIMINAL PENALTIES; PROVIDING FOR APPEAL OF ADMINISTRATIVE PENALTIES TO A HEARING OFFICER; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, water is a scarce resource and the City of Leander, Texas (the "City") desires to continue to implement water conservation measures to help ensure adequate water supply for the current and future population of the City;

WHEREAS, the review and update of water conservation and drought contingency regulations is reasonable and necessary for the public health, safety, and welfare;

WHEREAS, the regulations adopted herein promote the preservation of a scarce resource during drought conditions and are reasonable and necessary for the public health, safety, and welfare;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Amendment of Article 13.09, Water Conservation and Drought Contingency Plan of the City of Leander Code of Ordinances. Article 13.09 of the City of Leander Code of Ordinances is hereby amended in its entirety to read as follows:

ARTICLE 13.09
WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

§ 13.09.001 Declaration of policy, purpose and intent.

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, facility construction delays, water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water (“the plan”).
- (b) Water uses regulated or prohibited under this article are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section **13.09.014** of this article.

§ 13.09.002 Public involvement.

Opportunity for the public to provide input into the preparation of plan was provided by the City by means of notifying the public in the agenda posted on the city’s website and at city hall at least 72-hours in advance of the regularly scheduled meeting at which the council considered the plan. A copy of the proposed plan was included in the agenda materials available to the public on the City’s website. The City accepted any public comments provided by email before the meeting and in person at the meeting.

§ 13.09.003 Public education.

The city will periodically provide the public with information about the plan, including information about the conditions under which each phase of the plan is to be initiated or terminated and the drought response measures to be implemented in each phase. This information may be provided by, but is not limited to, public meeting, media releases, bill inserts, website announcements, digital platform messages, or other similar methods of mass communication.

§ 13.09.004 Coordination with regional water planning groups.

The service area of the city is located within Regional Water Planning Group (RWPG) G, Brazos River Authority, and the city has given this plan to the Lower Colorado River Authority, and the Brazos River Authority.

§ 13.09.005 Authority to implement response measures.

In the event of unusual operational events, catastrophic occurrences, severe weather events, or other public emergencies, or if required by the LCRA DCP, the city manager or city manager’s designee may implement mandatory water restrictions in addition to those set out in this article.

The city manager or city manager's designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or city manager's designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article. Unless otherwise specified by the city manager, the city manager's primary designee is the public works director and the alternate designee is the city engineer.

§ 13.09.006 Notice of implementation of mandatory provisions.

The city shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan.

§ 13.09.007 Applicability.

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations and all other legal entities. The provisions of this article do not apply to:

- (1) Persons who use water from private wells;
- (2) Persons who use water from the city's reuse water system; or
- (3) Persons who otherwise use water from a source other than the city's water utility system.

§ 13.09.008 Definitions.

For the purposes of this plan, the following definitions shall apply:

BRA. - The Brazos River Authority or successor agency.

Conservation. - Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. - Any person, company or organization using water supplied by the city.

Domestic water use. - Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry or institution.

Drought contingency plan (DCP) – A strategy or combination of strategies that a water supplier, such as a city, develops and implements to monitor and respond to a drought or other temporary water supply shortage that can severely disrupt the supply of water to customers.

Industrial water use. - The use of water in processes designed to convert materials of lower value into forms having greater usability and value, including the development of power by

means other than hydroelectric.

Landscape irrigation. - Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, rights-of-way, and medians.

LCRA. - The Lower Colorado River Authority, or successor agency.

Nonessential water use. - Water uses that are neither essential nor required for the protection of public health, safety, and welfare, including, but not limited to:

- (1) Landscape irrigation, except as otherwise provided under this article;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) The addition of water to a pool, Jacuzzi, or splash pad except where necessary to maintain the water purification system in service or to maintain structural integrity of the pool;
- (7) Use of water to fill, refill, or add to any wading pools, ornamental ponds, or similar structures;
- (8) Use of water in a fountain or pond for aesthetic or scenic purposes such as fountains, reflecting pools, and water gardens except where necessary to support aquatic life;
- (9) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (10) Use of water from hydrants or flush valves for construction purposes or any other purposes other than firefighting.

System. - The combination of components of the water supply network that carry, store, or move potable water from a centralized treatment plant to water customers. Components include but are not limited to transmission lines, pumps, ground and elevated storage tanks.

TAC. - Texas Administrative Code.

TCEQ. - Texas Commission on Environmental Quality.

§ 13.09.009 Initiation and termination of water conservation and drought response phases.

- (a) The city manager or city manager's designee shall monitor the water supply and/or demand conditions on a daily basis and determine when conditions warrant initiation or termination of each phase of the plan. The city manager or city manager's designee is further authorized to determine and establish watering schedules that are different than those set forth in this article if the city manager or designee determines that conditions warrant a different watering schedule. The base water conservation plan, outlined in phase 1, shall be in force at all times unless subsequent phases are enacted. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.
- (b) The city manager or city manager's designee shall implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare.
- (c) The triggering criteria described below are based on information provided by LCRA and BRA; and are further based on known system capacity limits.
- (d) Public notification of the initiation or termination of water conservation and drought response phases shall be by one or more combination of methods which may include, but is not limited to, media releases, bill inserts, website announcements, digital platform messages, automated telephone calls, and signs posted at service area entry points.

§ 13.09.010 Conservation phase 1 - base conditions.

- (a) Water use requirements. Phase 1 base conditions will be in effect year-round.
 - (1) Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. The city shall keep a copy of the current public announcement on water conservation awareness on file and available for inspection by TCEQ.
- (b) City actions. To manage supply, the city will:
 - (1) Continually review system operations, identify ways to improve system efficiency and accountability, and actively promote water conservation.
 - (2) Request water customers to voluntarily limit and reduce the use of water for nonessential purposes and to practice water conservation.
 - (3) Establish mechanisms to remind water customers to practice water conservation year-round.

(c) Customer actions. Under threat of penalty for violation, the following conditions shall apply to all retail water customers:

- (1) It is unlawful for any customer to waste water through use that serves no practical purpose. Such water waste includes the failure to repair a leak, either inside or outside a home, building, or facility, within a reasonable time, not to exceed 60 days from the date that a notice was provided about the leak resulting in water runoff or accumulation in a street, gutter, or parking lot.
- (2) Automatic Irrigation System Audits. Homeowners' associations and non-residential lot owners must cause their automatic irrigation systems to be inspected by a person licensed under V.T.C.A., Occupations Code § 1903.251, as amended, and V.T.C.A., Water Code Ch. 37, as amended, (unless a statutory exemption to the licensing requirements applies, in which case the reason for the exemption must be clearly stated) every year to verify compliance with this article and state law. The City shall be authorized to discontinue water service to the premises if the homeowners' association or non-residential lot owner does not submit proof of the inspection, and completion of any required repairs, to the City on the City's request.
- (3) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a twice-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, or as otherwise determined and established by the city manager or designee:

Residential – Phase 1		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day(s)	Allowed Watering Hours
2, 4	Monday and/or Thursday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5, 9	Tuesday and/or Friday	
6, 8	Wednesday and/or Saturday	
0, 3, 7	Thursday and/or Sunday	

- (4) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in

part (5) of this section, or as otherwise determined and established by the city manager or designee:

Commercial/HOA/Multi-Family – Phase 1		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day	Allowed Watering Hours
2, 4	Monday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5	Tuesday	
6	Wednesday	
0	Thursday	
9	Friday	
8	Saturday	
3, 7	Sunday	

- (5) Landscape irrigation by way of automatic systems, hose-end sprinklers, soaker hose, or drip irrigation is limited to the hours from 12:00 a.m. (midnight) to 7:00 a.m. and from 7:00 p.m. to 12:00 a.m. (midnight), in accordance with the applicable watering schedules and designated watering days or as otherwise determined and established by the city manager or designee. Watering hours apply to all irrigation methods listed above to include landscape establishment for new construction.
- (6) Landscape irrigation limits do not apply if the irrigation is performed:
 - (A) By means of a hand-held hose.
 - (B) At a commercial plant nursery.
 - (C) During the testing of new irrigation system installation or existing irrigation system repair.
- (7) Requests for one-time variances to conservation measures may be considered by the city on a case-by-case basis and may be granted for up to 21 days for new lawn installations. A variance may be requested in accordance with the procedures set forth in Section 13.09.015. However, irrigation of new law installation authorized under this

exception provision is still limited to the watering hours of 7:00 p.m. to 7:00 a.m. Variances will not be granted in the months of June, July, or August.

§ 13.09.011 Conservation phase 2 - water use reduction.

- (a) Triggers. Customers shall adhere to phase 2 conditions when one or more of the following occurs:
 - (1) Total daily water demand equals or exceeds 90% of the total operation system treatment capacity for 3 consecutive days;
 - (2) Total daily water demand equals or exceeds 90% of the firm capacity of key pump stations for 3 consecutive days;
 - (3) The total combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet;
 - (4) On March 1 or July 1, the total combined storage in Lakes Buchanan and Travis is below 1.1 million acre-feet and the cumulative prior three months of inflows total to those lakes is less than the 25th percentile of historic inflows for the three-month periods; or
 - (5) The city manager or city manager's designee determines that phase 2 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 2 response measures are designed to achieve a 20% reduction in water use.
- (c) City actions. To manage supply, the city will:
 - (1) Discontinue water main and line flushing unless necessary to maintain regulatory compliance or for protection of the public health, safety, and welfare.
 - (2) Visually inspect lines on a regular basis and repair leaks.
 - (3) Suspend hydrant testing.
 - (4) Suspend the following city operations:
 - (A) Vehicle washing.
 - (B) Street cleaning.
 - (C) Landscape irrigation in city parks except by hand-held hose. The city may continue irrigation by way of automatic systems or hose-end sprinklers for up to 21 days only when necessary to salvage new installations.
 - (5) Increase efforts to inform the public on water conservation strategies including:
 - (A) Conduct a monthly review of customer use records;

- (B) Contact customers with unusually high usage to help identify potential leaks and provide customers with water saving tips and practices to better manage water use and reduce monthly costs.
- (d) Customer actions. Under threat of penalty for violation, the following phase 2 response measures shall apply to all retail water customers:
- (1) Residential, commercial, multifamily, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in section **13.09.010(c)(5)**, or as otherwise determined and established by the city manager or designee:

All Categories – Phase 2 (Residential/Commercial/HOA/Multi-Family)		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day	Allowed Watering Hours
2, 4	Monday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5	Tuesday	
6	Wednesday	
0	Thursday	
9	Friday	
8	Saturday	
3, 7	Sunday	

- (2) Landscape irrigation limits do not apply if the irrigation is performed:
- (A) By means of a hand-held hose.
- (B) At a commercial plant nursery.
- (C) During the testing of new irrigation system installation or existing irrigation system repair.

- (3) Other nonessential water uses are prohibited except under the following circumstances:
 - (A) Use of water from hydrants or flush valves for construction purposes.
 - (B) The washing of vehicles or boats at a commercial car wash facility. If washing of vehicles or boats occurs at a residence, or as part of a charity or fundraising event held on a commercial property, it must occur on the property's designated watering day as defined in subsection (d) of this section. Such activity, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle.
- (e) Wholesale. The city will keep wholesale treated water customers informed about demand and current and projected supply conditions. The city will initiate discussions with wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses.
- (f) Termination. Phase 2 may be rescinded when one or more of the following occurs:
 - (1) The water treatment plant capacity conditions listed above as a triggering event have ceased to exist for five (5) consecutive days;
 - (2) The total combined storage of Lakes Travis and Buchanan is greater than 1.1 million acre-feet;
 - (3) The city manager or city manager's designee determines that the applicable provisions are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of phase 2, the city publicly announces to its customers the end of phase 2 and return to phase 1 conditions.

§ 13.09.012 Conservation phase 3 - water emergency.

- (a) Triggers. Customers shall adhere to phase 3 conditions when one or more of the following occurs:
 - (1) Total daily water demand equals or exceeds 95% of the total operation system treatment capacity for three (3) consecutive days;
 - (2) Total daily water demand equals or exceeds 95% of firm capacity of pump stations for three (3) consecutive days;
 - (3) The total combined storage of Lakes Travis and Buchanan reaches 750,000 acre-feet.
 - (4) The city manager or city manager's designee determines that phase 3 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 3 response measures are designed to achieve a 50%

reduction in water use.

- (c) City actions. To manage supply, the city will, in addition to phase 2 response measures:
 - (1) Explore emergency water supply options, which may include arranging for the emergency purchase of water from utilities for which there exists proper agreements for such purchase;
 - (2) Increase efforts to inform the public on water conservation strategies;
 - (3) Increase the detection and repair of water leaks in the distribution system;
 - (4) Read water meters as necessary to ensure compliance with this program for the benefit of all the customers.
 - (5) Cease or direct shutoff of all landscape irrigation at City-owned facilities, rights-of-way, public park areas, and public landscape areas.
- (d) Customer actions. Under threat of penalty for violation, phase 2 response measures, along with the following measures which may supersede, shall apply to all retail water customers:
 - (1) Landscape irrigation is prohibited except by means of a hand-held hose.
 - (2) Industrial water uses are prohibited except for some limited uses as deemed necessary by the city manager or city manager's designee to protect public health, safety, and welfare.
- (e) Wholesale. The city will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale water customer's own drought contingency plan.
- (f) Terminations. Phase 3 may be rescinded when one or more of the following occurs:
 - (1) The water treatment plant capacity condition listed above as a triggering event has ceased to exist for five (5) consecutive days;
 - (2) The total combined storage of Lakes Travis and Buchanan reaches 825,000 acre-feet;
 - (3) The city manager or city manager's designee determines that phase 3 response measures are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of phase 3, the city publicly announces to its customers the end of phase 3 and return to phase 2 conditions.

§ 13.09.013 Conservation phase 4 - critical water conditions and/or water system failure.

- (a) Triggers. Customers shall adhere to the phase 4 response measures when one or a combination of the following occurs:
 - (1) Major water line breaks or pump system failures that cause substantial loss of ability to provide water service;
 - (2) Natural or man-made contamination of the water supply source;
 - (3) The total combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, and the LCRA Board declares a prolonged drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.
 - (4) Water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the city manager or his/her designee;
 - (5) The city manager or city manager's designee determines that phase 4 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 4 response measures are designed to limit the daily water demand to no more than 50% capacity.
- (c) City actions. To manage supply, the city will, in addition to phase 3 response measures:
 - (1) Assess the severity of the problem and identify the actions needed and time required to resolve the problem.
 - (2) Issue applicable public notifications and messaging as to the water system or source failure.
 - (3) Severely restrict or prohibit, as appropriate, all water system uses in the affected service area.
 - (4) Read meters as often as needed to ensure program compliance for the benefit of all customers.
 - (5) Direct shutoff of existing and cease issuance of new bulk water meters.
 - (6) Cease acceptance of permit applications or issuance of permits for new, additional, or expanded irrigation systems.
 - (7) Cease acceptance of permit applications for new, additional, or expanded swimming pools.

- (8) Initiate emergency interconnects or alternative supply arrangements.
- (9) Implement any additional measures deemed necessary by the city manager or city manager's designee to ensure water system demand reductions necessary to protect public health, safety, and welfare.
- (d) Customer actions. Under threat of penalty for violation, phase 3 response measures, along with the following measure which may supersede, shall apply to all retail water customers:
 - (1) Use of water is restricted as deemed necessary to meet the emergency as implemented by the city manager or designee, or the City Council.
- (e) Wholesale. The city will direct its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. The city manager or city manager's designee may cease water supply to the wholesale water customer.
- (f) Termination. Phase 4 may be rescinded when one or more of the following occurs:
 - (1) The water system failure conditions listed above as a triggering event has ceased to exist for five (5) consecutive days.
 - (2) The total combined storage of Lakes Travis and Buchanan is greater than 600,000 acre-feet for 1 month with an increasing trend, and/or the LCRA announces that mandatory Stage 4 water restrictions for firm water customers are no longer required in accordance with the LCRA DCP, and LCRA ceases curtailment of water supply for Leander.
 - (3) The city manager or city manager's designee determines that phase 4 response measures are no longer necessary to protect public health, safety, and welfare.
 - (4) Upon termination of phase 4, the city publicly announces to its customers the end of phase 4 and return to phase 3 conditions.

§ 13.09.014 Enforcement; penalty; termination of water service.

- (a) Compliance. No person or entity shall recklessly, knowingly, or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response phase in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.
- (b) Administrative violation procedures.
 - (1) Penalties. Except as otherwise stated herein, each violation of this plan within a 12-month period may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second offense	\$50.00	\$200.00
Third offense	\$100.00	\$400.00
Fourth and subsequent offense(s)	\$200.00, and non-emergency disconnection	\$1,000.00, and non-emergency disconnection

- (2) Penalties during conservation phase 4. Each violation of this plan that occurs within a 12-month period during conservation phase 4 may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second and subsequent offense(s)	\$1,000.00, and emergency disconnection*	\$1,000.00, and emergency disconnection*

** Water service may be disconnected under the emergency disconnection procedures set forth in subsection (d)(1) below for a second violation of this article that occurs during conservation phase 4.*

- (3) Notice of first offense. If the city manager, or city manager's designee reasonably believes that a person or entity has violated this plan, then a notice of first offense shall be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed or hand delivered to the alleged offender's utility billing address.
- (4) Notice of second and/or subsequent offense. If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan again subsequent to and within a 12-month period immediately following the date of the preceding offense, then a notice of second offense will be mailed containing the same information as described in the preceding subsection and a description of the administrative fee for the offense. This notice will be mailed to the alleged offender's utility billing address.
- (5) Appeal of administrative offense.

- (A) An alleged offender may appeal an administrative offense as set forth in this article. They request of an appeal shall not suspend or delay an alleged offender's obligation to pay current outstanding utility or administrative fees. Upon successful appeal of an offense, the city will refund administrative fees paid by the alleged offender.
 - (B) The alleged offender may request a hearing regarding the administrative offense and fee with the municipal court judge, who is hereby designated as the hearing officer pursuant to V.T.C.A., Local Government Code § 54.044, by submitting a written request to the address shown on the citation or notice of violation within 15 days of the date of the notice of the offense. The hearing shall be held in accordance with V.T.C.A., Local Government Code § 54.044.
- (6) Notices. All notices regarding alleged administrative offenses, including, without limitation, notices of offenses, appeal hearing and final review hearing decisions, shall be in writing and forwarded to the alleged offender via first class mail and/or certified mail, return receipt requested, to the alleged offender's current utility billing address. All notices delivered in this manner shall be deemed as received by the alleged offender within five (5) days of the mailing's postmark.
- (c) Enforcement as criminal violation. Alternatively, and at the city manager's discretion, any violation of this article may be enforced as a criminal violation in accordance with subsection (1) below.
 - (1) Criminal penalty. Any person who violates a provision of this article or fails to comply therewith or with any of the mandatory requirements thereof shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.
- (d) Termination of water service; reconnection charge. The city manager or city manager's designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur in accordance with this section. Services discontinued under such circumstances shall be restored only upon payment of the reinstatement fee set forth in the city's fee schedule, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.
 - (1) Emergency termination. If an officer charged with enforcement of this article determines that a violation of this article constitutes an immediate threat to the public health, safety and welfare, and the owner, occupant, or person in control of the property (the "responsible party") is absent or fails to immediately remedy the violation, the officer may terminate water services to such property. The city manager or designee shall hold a hearing within 72 hours after termination of service to determine whether

the responsible party violated this article, unless a later hearing date is requested by the responsible party or the responsible party is unable to be located, in which case the hearing shall be held as soon as possible. Promptly after terminating service, the officer charged with enforcement of this article shall give the responsible party written notice of the termination and hearing, by personal delivery or posting notice of the hearing on or near the front door of each building on the property, or at the Property Manager's door if available. If it is determined at the hearing that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party.

- (2) Non-emergency termination. An officer charged with enforcement of this article who determines that a violation of this article is present may seek termination of water service to the property at which the violation is present after notice and hearing as provided in this subsection. The officer charged with enforcement of this article shall give written notice of the violation of this article to the responsible party and the requirement that the violation be remedied within ten (10) days or water service will be disconnected, such notice to be given by mail or by personal delivery. If the responsible party fails to remedy the violation within the time specified in the notice, the officer charged with enforcement of this article may terminate water service. The responsible party may request a hearing by the city manager regarding termination of service. Written notice of the time and date of the hearing shall be given to the responsible party at least ten days before the hearing date. Notice required by this subsection shall be in writing and delivered to the responsible party by in-person service, or by mail to the responsible party at his/her post office address.
- (3) Determination at hearing; appeals. If the city manager determines at a hearing held under subsection (1) or (2) above that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party. If it is determined that the responsible party violated this article, as appropriate, water service shall not be reconnected until the responsible party remedies the violation of this article and pays all required reconnection fees. The city manager's decision may be appealed to the city council in writing within ten days of the city manager's decision.

(e) Responsibility for violation.

- (1) For purposes of this article, the person or customer in whose name the utility billing office last billed or who is receiving the economic benefit of the water supply is presumed to have knowingly made, caused, used or permitted the use of water received from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article and proof that the violation occurred on the person's or customer's property shall constitute a rebuttable presumption that the person or customer committed the violation.

- (2) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents or custodian shall be presumed to be responsible for violations of their minor children, and proof that a violation, committed by a child, occurred on property within the parent's or custodian's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.
- (3) A person commits an offense if the person performs an act prohibited by this article or fails to perform an act required by this article. Each instance of a violation of this article is a separate offense.
- (4) If a person is convicted for three or more violations of this article within a 12-month period, water service may be disconnected or restricted.
- (5) During phases 3 or 4, the city reserves the right to perform an emergency disconnection for violations of nonessential water uses, regardless of previous violations.
- (6) The city's authority to seek injunctive or other civil relief available under the law is not limited by this article.

§ 13.09.015 Variances.

- (a) The city manager or city manager's designee may grant variances:
 - (1) From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
 - (2) Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection **(b)** below.
- (b) The city manager or city manager's designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (c) Persons requesting variance from the provisions of this article shall file a petition for variance with the city within five (5) working days after the plan or a particular drought response phase has been invoked. All petitions for variances shall be reviewed by the city manager or city manager's designee, and shall include the following:
- (1) Name and address of the petitioner(s);
 - (2) Purpose of water use;
 - (3) Specific provision(s) of the plan from which the petitioner is requesting relief;
 - (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
 - (5) Description of the relief requested;
 - (6) Period of time for which the variance is sought;
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and
 - (8) Other pertinent information.
- (d) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or city manager's designee:
- (1) Variances granted shall include a timetable for compliance.
 - (2) Variances granted shall expire when the specific provision of the plan from which the petitioner requested relief is no longer in effect or prior to expiration if, the petitioner has failed to meet specified requirements.
- (e) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Section 3. Conflicting Ordinances. Article 13.09, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event

of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting water conservation and drought contingency regulations within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the applicable provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 6. 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 7. 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 the _____ day of _____, 2024.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
5/16/2024

AGENDA SUBJECT:

Discuss and consider action on moving the June 6, 2024 regular council meeting.

BACKGROUND:

Due to summer vacation schedules, two (2) Councilmembers will be gone during the June 6, 2024 meeting. In the past, when meetings have been moved to alternate dates, the meeting has been held the following Tuesday which would be Tuesday, June 11, 2024.

This item will provide Council an opportunity to discuss moving the meeting to an alternate date. The Home Rule Charter Section 3.07 Meetings, states in part...*the council shall hold at least two (2) regular meetings each month on a schedule established from time to time by the council, and as many additional or special meetings, as the council deems necessary to transact the business of the city.*

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments: