



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 5, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Michael Herrera
Place 3 – David McDonald

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Joint discussion with the Planning and Zoning Commission regarding Comprehensive Plan update scheduled for Fiscal Year 2025, processes and procedures for establishing a multi-year Capital Improvement Program, and the development standards and approval processes.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Recognitions/Proclamations/Visitors.
 - Proclamation recognizing September as Capital Area Council of Governments (CAPCOG) Preparedness Month
8. Staff Report.
 - San Gabriel Phase 2 Update

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on August 15, 2024.
10. Approval of an Ordinance amending Ordinance 23-056-00 to amend the City of Leander Fiscal Year 2024 Annual Budget.
11. Acceptance of the Quarterly Investment Report for the period ending June 30, 2024.
12. Approval of bid for construction and City participation in oversizing costs of wastewater lines for Edgewood Phase 2, Section 1, according to the terms outlined in the Edgewood Subdivision Development Agreement (Section 4.02.a (2) and (3)); and authorize the City Manager to execute any and all necessary documents.
13. Approval of Task Order DRAIN-DAI-CIPS23-019-01 with Doucet & Associates, Inc. to provide engineering solutions to mitigate the existing drainage flows from Fire Station #1 towards the residences of Oak Creek subdivision in the amount not to exceed \$54,685.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of an Ordinance amending Article 13.11, Cross Connection and Backflow Prevention Program, providing for annual testing of residential fire protection systems at the expense of the customer, clarify customer responsibility for costs incurred to install, operate, and maintain backflow prevention assemblies and costs for City-incurred costs to eliminate threats or remediate damage to the public water supply system; providing a deadline to submit backflow assembly test results to the Director; providing minor corrections to grammar, spelling, and formatting, amending Article A7.000 Appendix A to increase the testing fee; and providing an effective date and related provisions.
15. Approval of Change Order No.1 to the contract agreement with DKC Construction Group, for the Leander Senior Activity Center (CIP P.6) providing for the removal of Alternative 1, the finish-out of building space for the Williamson County Children's Advocacy Center, creating a decrease in the current contract amount by \$133,649.00, for a new total contract amount of \$8,650,173.00, with no extension of term duration; and authorize the City Manager to execute any and all necessary documents.
16. Approval of dedication of public utility easement with Pedernales Electric Cooperative, Inc. (PEC) for Sandy Creek Water Treatment Plant Residuals Management project (CIP W.69); and authorize the City Manager to execute any and all necessary documents.
17. Approval of the extension of the application expiration for Subdivision Case SFP-22-0002 Leander Business Center; more particularly described by Williamson Central Appraisal District Parcel R031713, generally located south of Mockingbird Hill, approximately 500 feet east of North Bagdad Road, Leander, Williamson County, Texas.
18. Approval of Development Agreement Case DA-24-0012 regarding the K & D Self Storage development on one (1) parcel of land approximately 2.26 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R035153; generally located at 805 S. Bagdad Road., Leander, Williamson County, Texas.
19. Approval of Ordinance Case OR-24-0021 amending Section A4.003 of Appendix A of the Leander Code of Ordinances to revise Peddler, Solicitor, or Food Vendor Permit fees, providing for severability clause, providing for savings, effective date and open meetings clauses, and to provide for related matters; Williamson and Travis Counties, Texas.
20. Approval of Ordinance Case OR-24-0022 authorizing the City Manager to execute License Agreements, providing approval criteria; approving the form of license agreement; making findings of fact; providing for severability clause, effective date, and open meetings clauses; and providing for related matters; Williamson and Travis Counties, Texas.
21. Approval of the Planning and Zoning Commission Progress Report for September 2023 to August 2024.

22. Approval of a Resolution adopting the Hazard Mitigation Action Plan 2024.
23. Approval of the purchase of two (2) 2023 Ford trucks from Sewell Ford of Odessa in the total amount of \$100,450.00, utilizing Contract L00321 with Sewell Family of Companies for the purchase of fleet vehicles; and authorize the City Manager to execute any and all necessary documents.
24. Approval of a purchase agreement with Motorola Solutions for the police dispatch center expansion and equipment including adding a fourth console position and replacing outdated equipment in the amount of \$337,451.00; and authorize the City Manager to execute any and all necessary documents.
25. Approval of a Master Lease Agreement for the replacement of Crystal Falls Golf Club golf course maintenance equipment for a term of four (4) years with a lease amount of \$10,668.23 per month, for a total contract amount of \$512,075.04; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

26. Conduct a Public Hearing regarding Zoning Case Z-24-0135 to amend a portion of the San Gabriel Villas Planned Unit Development on one (1) parcel of land approximately 3.028 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R588850; legally described as Lot 2, Block B of the Aven Ridge Subdivision, and generally located east of the intersection of Aven Way and 183A Toll Road, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-24-0135 as described above.
27. Conduct a Public Hearing to consider the proposed budget for Fiscal Year 2025.
 - Discuss and consider action on an Ordinance adopting the budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025; appropriating the various amounts thereof and repealing all ordinances or parts of ordinances in conflict therewith; and providing for an effective date.
28. Conduct a Public Hearing on levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2025; providing for and apportioning each levy for specific purposes; and providing when taxes shall become due and when the same shall become delinquent if not paid.
 - Discuss and consider action on the First Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2025 as described above.
29. Conduct a Public Hearing to consider the adoption of an updated Service and Assessment Plan for Calendar Year 2024 for the Oak Creek Public Improvement District and updated assessment roll to apportion assessment levied against property located in the District among subdivided lots.
 - Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2024 for the Oak Creek Public Improvement District as described above.
30. Conduct a Public Hearing to consider the adoption of an updated Service and Assessment Plan for Calendar Year 2024 for the Deerbrooke Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots.

- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2024 for the Deerbrooke Public Improvement District as described above.

31. Conduct a Public Hearing to consider adoption of an updated Service and Assessment Plan for Calendar Year 2024 for the Crystal Springs Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots, and to adjust boundaries between assessable and non-assessable lots.

- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2024 for the Crystal Springs Public Improvement District as described above.

REGULAR AGENDA

32. Discuss and consider action on Tree Removal Case TRP-24-0027 regarding removal of fifteen (15) Heritage Trees and twenty-six (26) Significant Trees associated with the Leander Union Site Development Project (SD-24-0178) located at 10880 Crystal Falls Parkway, Leander, Williamson County, Texas.
33. Discuss and consider action on the approval of the Burleson Tract Phasing Plan associated with Subdivision Case CP-24-0033 on eight (8) parcels of land approximately 289.1 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.
34. Discuss and consider action on an Ordinance implementing the Fire and Police Employee Relations Act for the Leander Fire Department; recognizing the Association selected by a majority of the Fire Fighters as the exclusive Bargaining Agent; authorizing the City Manager to designate one or more persons to negotiate or bargain on behalf of the City.
35. Discuss and reconsider action on appointing an additional Councilmember to the Capital Projects Financing Subcommittee.
36. 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.]*
37. Council Member Closing Statements.
38. Convene into Executive Session pursuant to:
1. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations regarding Project EDA-24-003; and
 2. to Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Leander 2243 Water Main Project.

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

1. Economic development negotiations regarding Project EDA-24-003; and

2. Acquisition of property for the Leander 2243 Water Main Project.

39. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], 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 28 day of August 2024 by 7:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Joint discussion with the Planning and Zoning Commission regarding Comprehensive Plan update scheduled for Fiscal Year 2025, processes and procedures for establishing a multi-year Capital Improvement Program, and the development standards and approval processes.

BACKGROUND:

To help facilitate the discussion, please see Home Rule Charter sections below.

Section 10.02. - Comprehensive Plan.

The council shall adopt and maintain a comprehensive plan, and all public and private development shall conform with the adopted comprehensive plan, or the applicable elements or portions thereof. The comprehensive plan may be amended at anytime and shall be reviewed and considered for amendment or revision every five years. If the City Council amends the comprehensive plan as a result of the five-year review, the plan shall include an estimate of the cost to the City and timeframes to implement the amendments. The City Council shall thereafter review the comprehensive plan annually to evaluate progress in implementation of the plan, any financial estimates set forth in the plan, and whether the public interest continues to be served by the plan. The comprehensive plan adopted by ordinance shall constitute the master and general plan for the development of the city. The comprehensive plan shall contain the council's policies for growth, development and beautification of the land within the corporate limits and the extraterritorial jurisdiction of the city, or for geographic portions thereof including neighborhood, community or area wide plans. The comprehensive plan may include the following elements: (1) a future land use element; (2) a traffic circulation and/or mass transit element; (3) a wastewater, solid waste, drainage and potable water element; (4) a conservation and environmental resources element; (5) a recreation and open space element; (6) a housing element; (7) a public services and facilities element, which shall include but not be limited to a capital improvement program; (8) a public buildings and related facilities element; (9) an economic element for commercial and industrial development and redevelopment; (10) a health and human service element; and such other elements as are necessary or desirable to establish and implement policies for growth, development and beautification within the city, its extraterritorial jurisdiction, or for geographic portions thereof, including neighborhood, community, or area wide plans. The council may provide for financing of all elements contained in the comprehensive plan in accordance with law. The several elements of the comprehensive plan shall be coordinated and be internally consistent. Each element shall include policy recommendations for its implementation and shall be implemented, in part, by the adoption and enforcement of appropriate ordinances and regulations governing land development, and such ordinances and regulations governing the development and use of land may be as comprehensive and inclusive as the council may, in its discretion, from time to time determine necessary, desirable and not in conflict with state or federal law.[Amended May 2003; Amended May 2018]

Section 10.03. - Comprehensive Plan Adoption and Amendment.

The comprehensive plan, or elements or portions thereof, shall be prepared by personnel, and/or consultants authorized by the council, under the supervision of the city manager who shall coordinate development of the plan with the planning commission and the council. A draft of the comprehensive plan shall be submitted to the planning commission which shall hold one or more public hearings on such plan and make recommendations for

the approval of the plan, with or without amendments. The planning commission shall then forward the proposed comprehensive plan or element or portion thereof to the city manager, who shall thereupon submit such plan, or element or portion thereof, to the council with the planning commission's and the city manager's recommendations thereon. The council may by majority vote adopt a new or replacement comprehensive plan as submitted, or with changes or amendments made by the council prior to adoption, after one or more public hearings. The council shall act on such plan, element or portion thereof, within ninety (90) days following its submission. If such plan or element or portion thereof is not adopted by the council, the council shall, with policy direction, return such plan or element thereof to the planning commission, which may modify such plan or element or portion thereof, and again forward it to the city manager for submission in like manner to the council. The council may by ordinance, adopted by not less than five votes after a public hearing, amend the comprehensive plan. Amendments to the comprehensive plan may be initiated by the council, the planning commission, or the city manager; provided that all amendments shall be reviewed, considered and recommended for adoption in the same manner as for the original adoption of the comprehensive plan. Upon the adoption of a comprehensive plan or element or portion thereof by the council, all land development regulations including zoning and map, subdivision regulations, roadway plan, all public improvements, public facilities, public utilities projects and all city regulatory actions relating to land use, subdivision and development approval shall be consistent with the comprehensive plan, element or portion thereof as adopted, except to the extent, if any, as provided by law. For purposes of clarity, consistency and facilitation of comprehensive planning and land development process, the various types of local regulations or laws concerning the alteration, development and use of land may be combined in their totality in a single ordinance or code.[Amended May 2003]

Section 10.09. - Capital Improvements Program.

The council shall adopt a capital improvements plan and the construction and capital projects of the city shall conform with such adopted plan, as amended. The capital improvements plan may be amended at anytime and shall be reviewed and considered for amendment by the council not less often than every two years. The capital improvements plan, or elements or portions thereof, shall be initially prepared and drafted by personnel and/or consultants under the supervision of the city manager. A draft of the capital improvements plan shall be submitted to the planning commission which shall hold one or more public hearings on such plan and make recommendations for the approval of the plan, with or without amendments. The planning commission shall then forward the proposed capital improvements plan or elements or portions thereof to the city manager, who shall thereupon submit such plan, or element or portion thereof, to the council with the recommendations of the city manager and planning commission. Not less frequently than every two years thereafter, the city manager shall cause the review and preparation of any proposed amendments to the capital improvements plan and submit such proposed amendments to the planning commission for its review, approval and recommendations as provided above for the initial plan.[Amended November 2005]

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Staff Report.

- San Gabriel Phase 2 Update

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

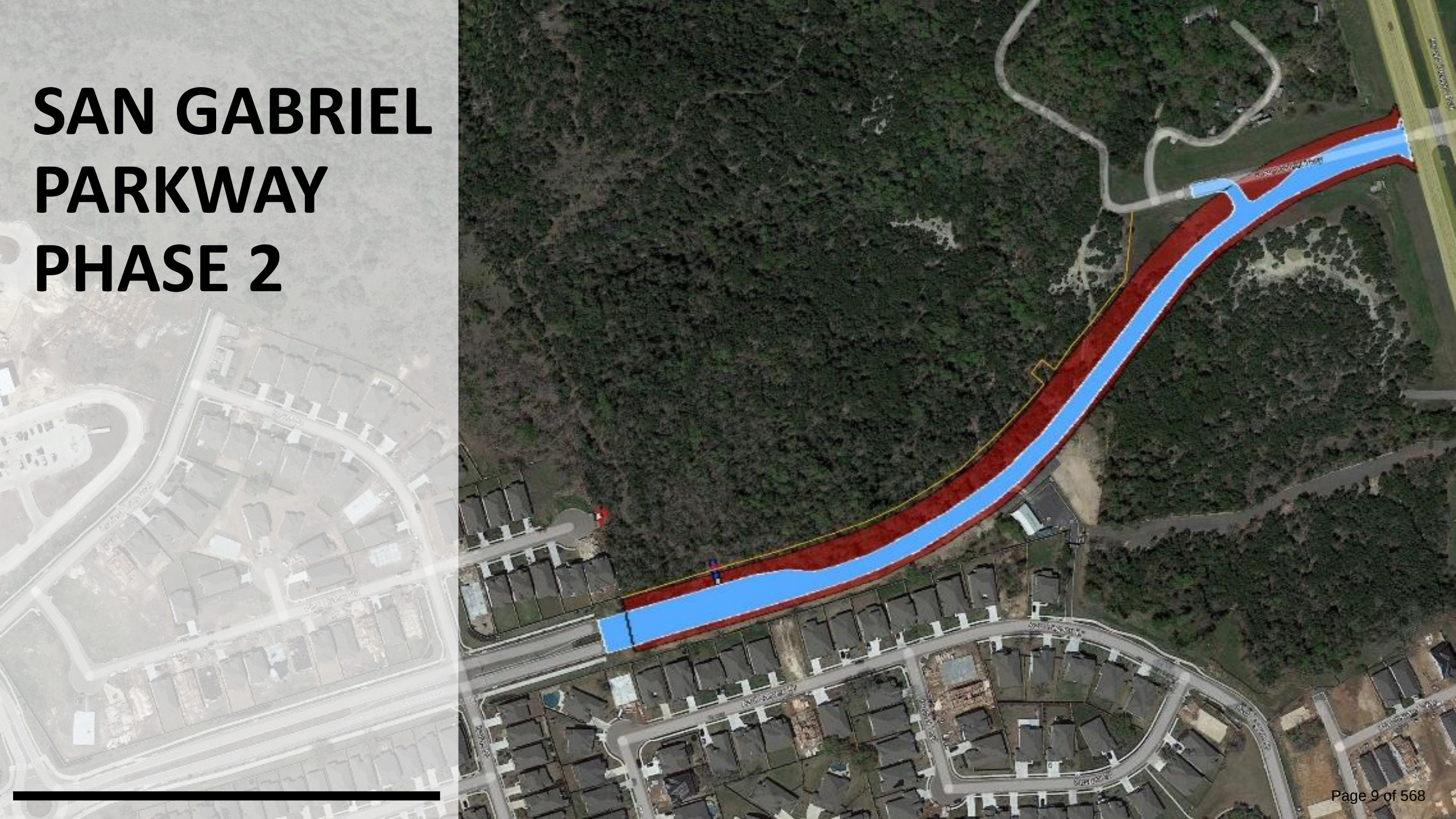
Tony Bettis, CIP Program Manager

Fiscal Impact

Attachments:

1. San Gabriel Phase 2 Council Presentation

SAN GABRIEL PARKWAY PHASE 2



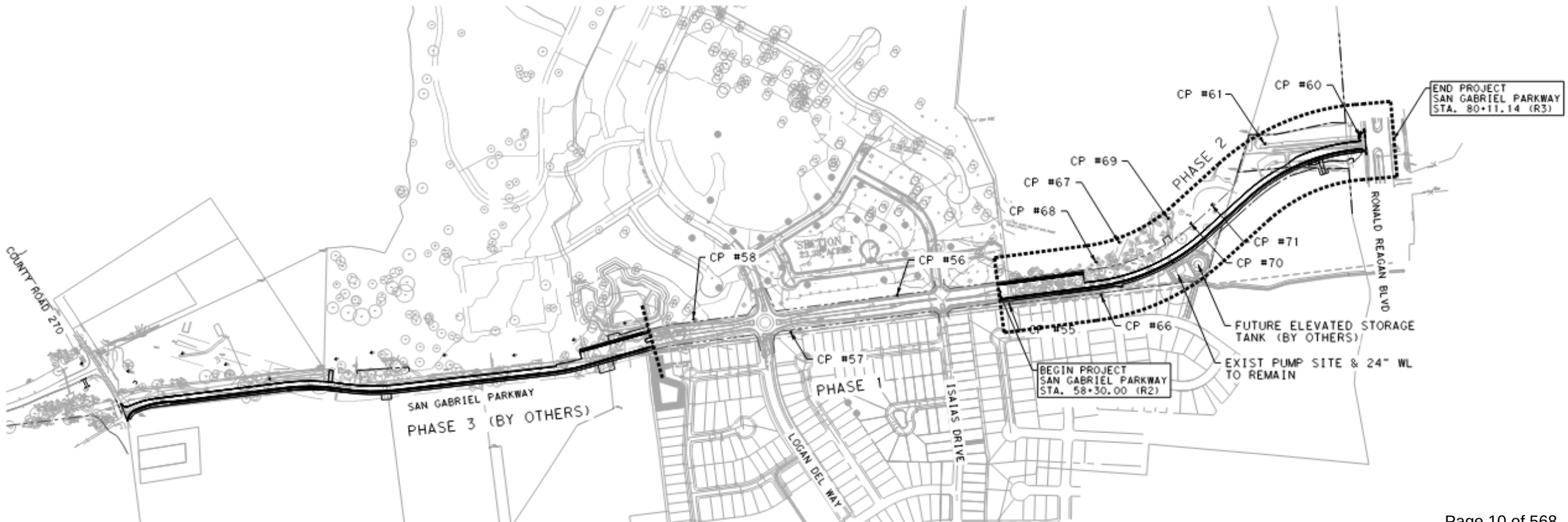
San Gabriel Parkway Phase 2

Purpose

Construct south 2-lanes of the ultimate 4-lane section from Palmera Bluff/Palmera Ridge east to Ronald W Reagan Blvd.

Benefits

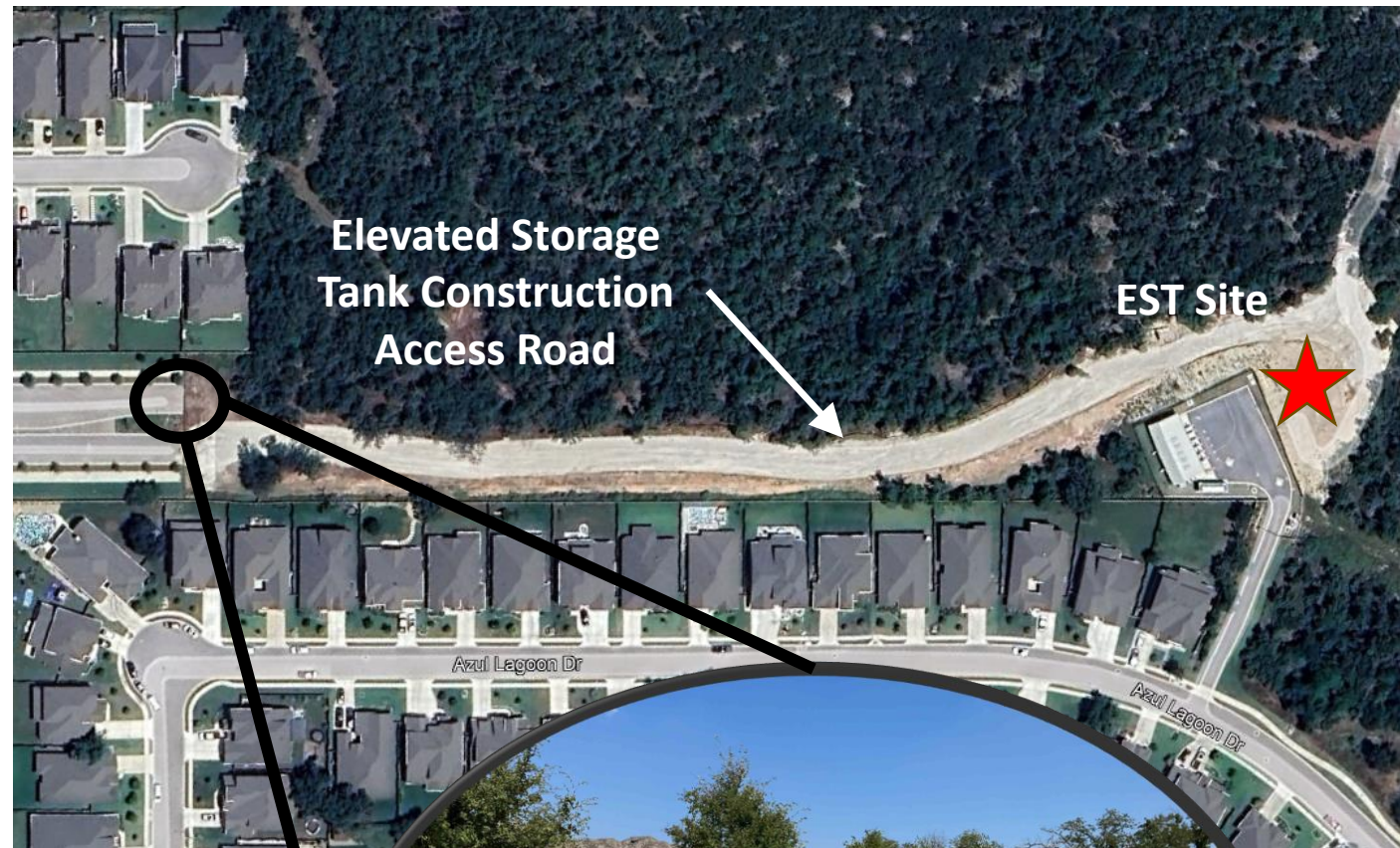
Alleviate traffic through the Palmera Bluff and Palmera Ridge subdivisions and provide secondary egress to an arterial roadway.



San Gabriel Parkway Phase 2

Timeline

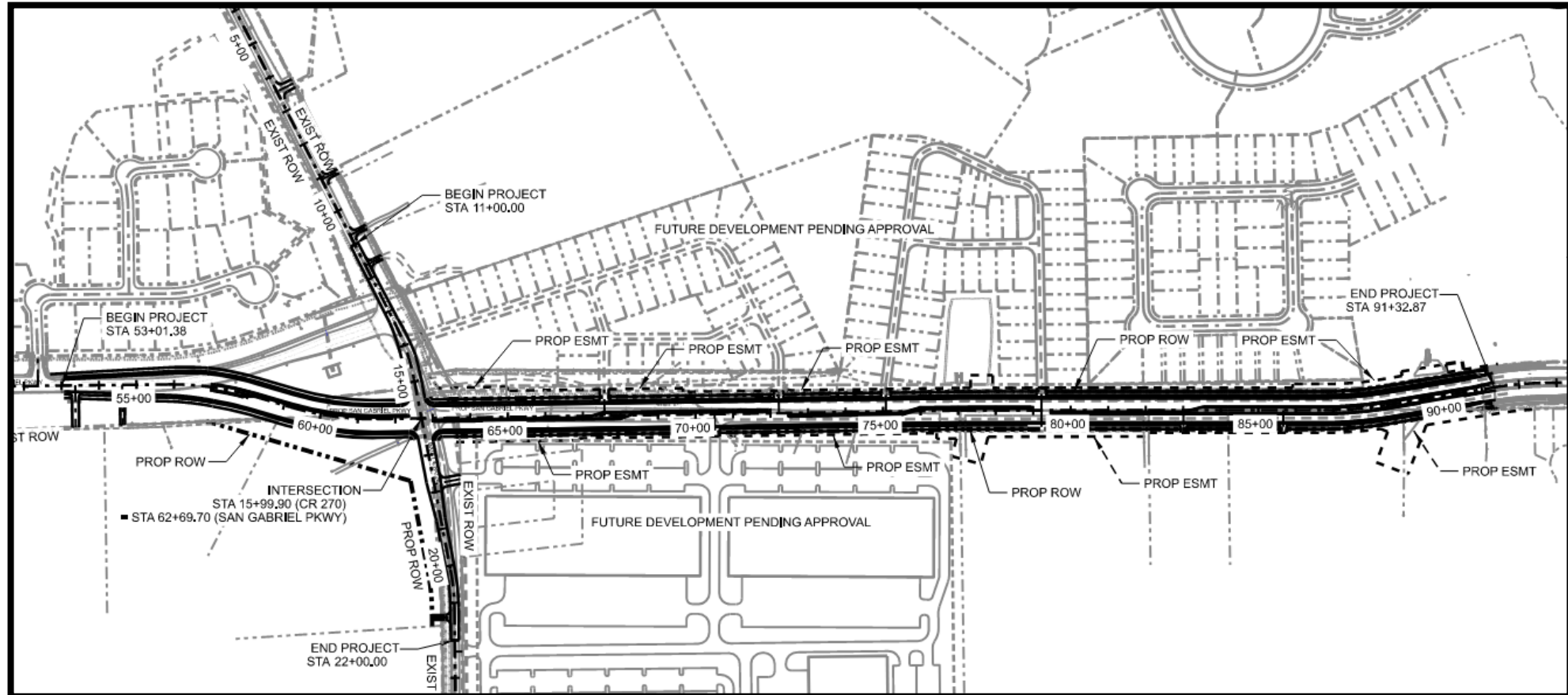
- **Oct. 2022** Engineered designs complete
- **Apr. 2023** Construction delayed due to construction of San Gabriel Elevated Storage Tank (EST)
- **July 2023** Funds used for Raider Way-Woodview Drive Improvements
- **May 2024** COs issued in the amount of \$10M to fund San Gabriel Phase 2 & partially Phase 3
- **Summer 2024** Reviewed potential options to include Palmera Ridge intersection and temporary signals as part of this project
- **Aug. 2024** Bid Solicitation posted
- **Oct. 2024** Sealed Bids due
- **Dec. 2024** Expect Contract award
- **Jan. 2025** Start Construction



San Gabriel EST
complete

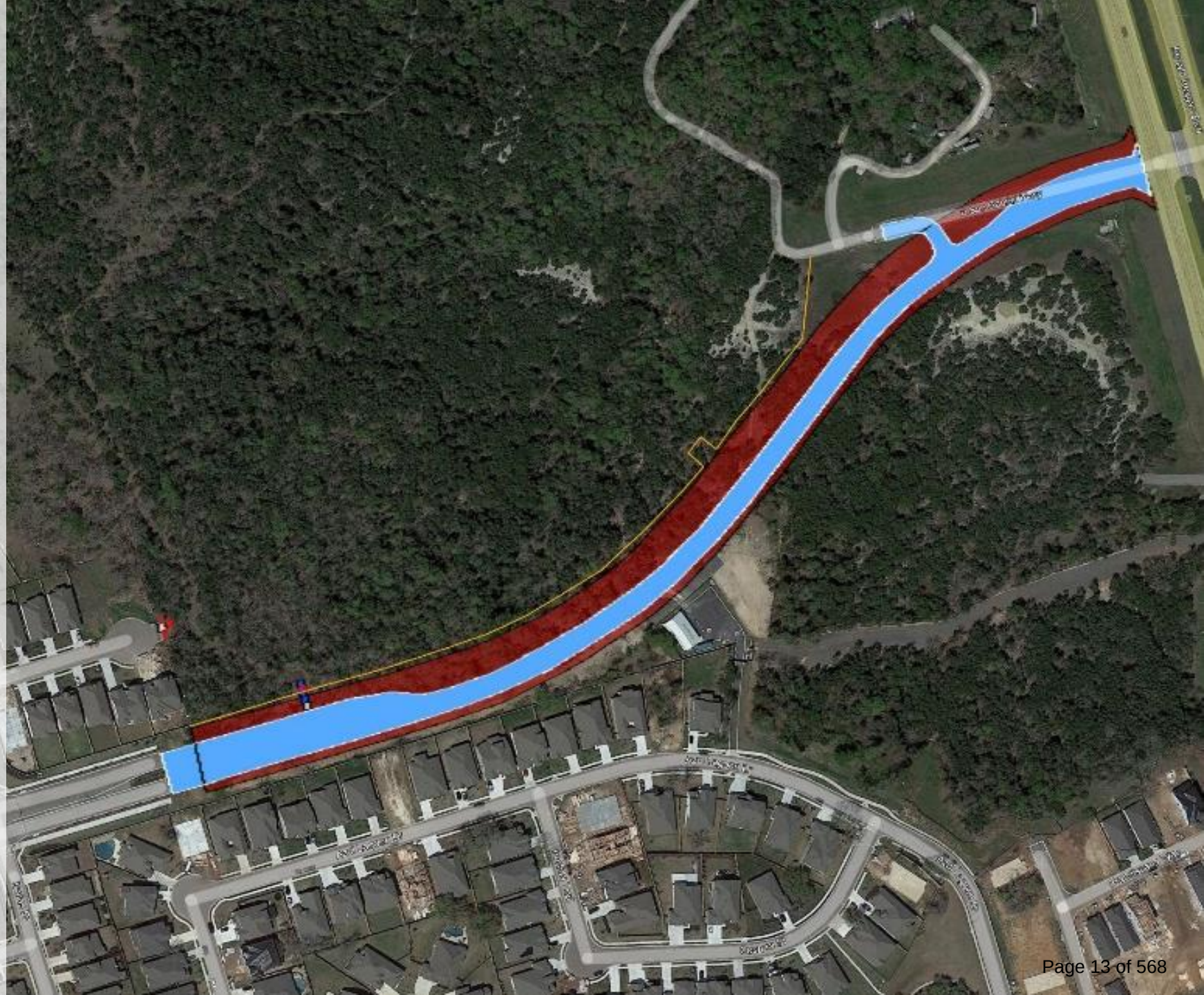
San Gabriel Parkway Phase 3 Timeline

- **Aug. 2024** 60% plans submitted
- **Nov. 2024** 90% plans submitted for permitting review
- **Mid 2025** Bid Solicitation posted



QUESTIONS

?





EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on August 15, 2024.

BACKGROUND:

Attached are the minutes for the meeting held on August 15, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft minutes 08.15.2024



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, August 15, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Michael Herrera

Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem

Place 5 – Chris Czernek

Place 6 – Becki Ross

City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present except Councilmember McDonald.

3. Convene into Executive Session pursuant to

1. Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
2. Section 551.071 and Section 551.087, Texas Government Code, Section 1.05, Texas Disciplinary rules of Professional Conduct, to consult with legal counsel regarding the Chapter 380 Agreement with SSM BBQ LEA, LLC; and
3. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Elijah D. Harmon Survey, Abstract No. 6 for water line easements and temporary construction easements relating to the RM 2243 Water Main Project.

Convened into Executive Session at 6:01 p.m. / reconvened into open session at 6:32 p.m.

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

1. Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
2. Chapter 380 Agreement amendment; and
3. Water line easements and temporary construction easements relating to the RM 2243 Water Main Project.

1. No action

2. Motion: Approve Amendment No. 1 to the Chapter 380 Agreement with SSM BBQ LEA, LLC, and authorize the City Manager to execute the Agreement as discussed in Executive Session.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 6 - 0

3. Motion: Approve the acquisition of properties located in the Elijah D. Harmon Survey, Abstract No. 6 water line easements and temporary construction easements relating to the RM 2243 Water Main Project as discussed in Executive Session.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 6 - 0

Briefing Workshop adjourned at 6:33 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:01 p.m. Former Councilmember Kirsten Lynch provided the invocation and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present except Councilmember McDonald.

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.]

None.

7. Recognitions/Proclamations/Visitors.

- Proclamation recognizing Backflow Prevention Day (August 16)

8. Leander Chamber of Commerce mid-year update.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 9 through 18.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 6 - 0 None

9. Approval of the minutes for meetings held on July 26, 2024 and August 01, 2024.
10. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work performed by Chasco Constructors to provide early morning concrete pours beginning at 3:00 a.m. between August 16, 2024, through November 22, 2024 (weather permitting) for the Raider Way and Woodview Drive Improvements Project (CIP T.12); and requiring the contractor to notify the neighboring properties a minimum of forty-eight (48) hours in advance of the activities.
11. Ratify City Council direction authorizing the placement of detour and limited street parking signage within Stewarts Crossing for the benefit of the construction detour relating to the Raider Way and Woodview Drive Improvement Project (CIP T.12).
12. Reject all responses received regarding Solicitation S22-031 request for qualifications pre-design services for a new City Hall.
13. Reject all responses regarding Solicitation S22-004 Request for Proposal for Right-of-Way Negotiation Services.
14. Approval of the proposed Brushy Creek Regional Utility Authority (BCRUA) FY 2025 Budget.
15. Approval of an expenditure for the construction of effluent tertiary filters at the Brushy Creek Regional Wastewater System (BCRWWS) Plant in the amount of \$8,309,000.00 with Leander's portion of the contract amount being 12.82%, or \$1,065,213.80.
16. Approval of Task Order GEO-TCI-CIPS23-019-01 with Terracon Consultants, Inc. for geotechnical investigation and pavement design services for Bagdad Road between Crystal Falls Parkway and Hero Way in the amount of \$57,281.70; and authorize the City Manager to execute any and all necessary documents.
17. Approval of the extension of the application expiration for Subdivision Case PICP-22-0007, Leander Collective Construction Plan; more particularly described by Williamson Central Appraisal District Parcels R036215, R036216, R036218, R036219, R036220, R036221, R619681, and R619682; and located to the west of the intersection of Collective Way and US 183 S; Leander, Williamson County, Texas.
18. Approval of Development Agreement Case DA-24-0005 regarding the Republic Trails Retail Center development on two (2) parcels of land approximately 3.33 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R623612 and R623613; generally located 1,000 feet northwest of the intersection of Republic Trails Boulevard and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

19. Conduct a Public Hearing 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]*

REGULAR AGENDA

20. Discuss the proposed Fiscal Year 2025 Annual Budget and proposed tax rate.

Following the discussion, no action was taken.

21. Discuss and consider action on a Resolution authorizing the Brushy Creek Regional Utility Authority, Inc., (BCRUA) to execute a Financing Agreement with the Texas Water Development Board relating to the sale of \$39,090,000.00 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2024 (Brushy Creek Regional Water Treatment and Distribution Project).

Motion: Approve Resolution authorizing the BCRUA to execute a Financing Agreement with Texas Water Development Board, following a discussion.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 6 - 0

22. Discuss and consider action on appointing a Capital Projects Financing Subcommittee consisting of up to three (3) Councilmembers.

Motion: Approve appointing Mayor Pro Tem Thompson and Councilmember McDonald to the subcommittee, following a discussion.

By: Mayor DeLisle
Seconded: Councilmember Czernek

Vote: 6 - 0

23. Discuss and consider action on an Ordinance approving a personnel policy; providing for the City Manager to prepare an Employee Handbook and cause it to be updated from time to time; providing for the City Manager to create job descriptions based on the organizational chart and positions established in the budget by the City Council; making findings of fact; providing for severability; and providing effective date and open meetings clauses.

Motion: Approve Ordinance approving Personnel Policy and providing for the City Manager to prepare an Employee Handbook.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 6 - 0

24. 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.

25. Council Member Closing Statements.

Christine DeLisle - commented dinner came from Jardin's tonight; reminded everyone to shop locally; kids were back in school; expanded CapMetro pick-up service; construction taking place at area schools; LISD offering bus service to all students attending Wiley Middle School and Rouse High School; and a proclamation was issued for Day of Gratitude.

26. Adjournment

Adjourned at 7:50 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of an Ordinance amending Ordinance 23-056-00 to amend the City of Leander Fiscal Year 2024 Annual Budget.

BACKGROUND:

The end of fiscal year budget amendment addresses overruns in funds that exceed budgeted appropriations due to unexpected expenses during the year, and/or projects that were approved by the City Council during the current year after the original budget was adopted. In all cases, sufficient fund balance or current year revenue surpluses exist in each fund to cover the overruns.

General Fund (01)

- General Fund increase of \$3,150,000.00 consists of an additional \$1,860,000.00 for the Senior Activity Center, \$642,250.00 for expenditures previously approved in the FY23 budget, but the expense occurred in the current year, and \$647,750.00 in expenditures as a result of unforeseen circumstances or purchases that exceeded the amount budgeted in the current year.

Golf Fund (05) (offset by increased revenues)

- Pro Shop sales merchandise (\$100,000.00)
- Maintenance & Repairs (\$40,000.00)

Public Arts & Culture Fund (10)

- Transfer in from General CIP for % share of CIP bids per ordinance (\$75,575.00)

Hotel Occupancy Tax Fund (11)

- Chamber contract (additional) due increased tax receipts (\$60,000.00)
- Expenditures budgeted in the prior year for the Hotel Study (\$60,500.00)

Traffic Impact Fee Fund (12)

- Use of TIA funds paid by Liberty Hill ISD for its share of ILA for traffic signal (\$150,000.00)

Vehicle Reserve Fund (14)

- Amended by \$2,130,500.00 to account for vehicles budgeted in the prior year, but acquired in FY24; vehicles that exceeded budget; and vehicles that were scheduled to be replaced in the upcoming FY25 year, but approved to be ordered in the current year to shorten delivery lead times.

Utility Fund (20)

- The Utility Fund budget is amended by \$2,320,000.00 and consists primarily of an estimated \$1,575,000.00 for Leander's share of the raw water barge contingency project with Cedar Park due to drought conditions and lake levels; outside Legal Fees due to ongoing PUC rate case expenses (\$270,000.00); and \$290,000.00 for a sewer jet machine originally budgeted in the prior year.

Water and Wastewater Impact Fee Funds (25 & 26)

- Amended to account for impact fee rebates due under the Northline Development Agreement.

General Capital Projects (40)

- Amended to account for the additional funding for the Senior Activity Center (\$1,400,000.00) and \$460,000.00 for the funding of a traffic signal at CR 175.

Police Special Revenue (70)

- Federal grants for ballistic shields and vests (\$150,000.00)
- Federal grant for Williamson County Childrens' Advocacy Center (\$500,000.00)
- Personnel costs for police officer assigned to the DEA Task Force (\$115,000.00)

Parks Special Revenue (73)

- Recreation Program contractual services (offset by increased fees) (\$75,000.00)

Park Dedication Fee Fund (75)

- Amended to provide additional \$950,000.00 for the Senior Activity Center

Debt Service (80)

- Amended to account for the bonds refunded in FY24

TIRZ (79) and Leander Development Authority (96)

- TIRZ Agreement rebates greater than budget (\$200,000.00)

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	n/a
<u>Approved in current budget (Yes / No):</u>	Amended
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	n/a
<u>Fund source (Operating / Utility / etc.):</u>	Various

Attachments:

1. Ordinance Amendment No2 FY24

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS,
AMENDING ORDINANCE NO. 23-056-00 ADOPTING THE
ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR
FISCAL YEAR 2024.**

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the Mayor and City Council; and

WHEREAS, the City Council approved and adopted the FY 2024 budget; and

WHEREAS, the City Council desires to amend the budget to account for changes that were unanticipated prior to adoption of the budget.

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

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

Section 2. Budget Amendment. The FY 2024 Budget is hereby amended as shown in Exhibit A.

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

PASSED AND APPROVED on this 5th day of September 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A – SUMMARY

FUND	ADOPTED FY 2024 BUDGET	AMENDMENT 1 FY 2024 CHANGE	AMENDMENT 2 FY 2024 CHANGE	REVISED FY 2024 BUDGET
01 - GENERAL FUND				
REVENUES	64,468,585	1,240,000	2,690,000	68,398,585
EXPENDITURES	67,528,065	350,000	3,150,000	71,028,065
02 - PEG CABLE FRANCHISE FUND				
REVENUES	73,000			73,000
EXPENDITURES	80,000			80,000
03 - BRYSON FARMSTEAD FUND				
REVENUES	945,000			945,000
EXPENDITURES	945,000			945,000
04 - LEANDER CLEAN UP FUND				
REVENUES	27,000			27,000
EXPENDITURES	27,000			27,000
05 - GOLF FUND				
REVENUES	2,447,361	0	140,000	2,587,361
EXPENDITURES	2,303,646	7,500	140,000	2,451,146
06 - OLD TOWN REDEVELOPMENT FUND				
REVENUES	0			0
EXPENDITURES	50,000			50,000
10 - PUBLIC ARTS FUND				
REVENUES	37,800		75,575	113,375
EXPENDITURES	37,800		75,575	113,375
11 - HOTEL-MOTEL TAX FUND				
REVENUES	171,000		100,000	271,000
EXPENDITURES	130,625		120,500	251,125
12 - TIA FUND				
REVENUES	250,000		150,000	400,000
EXPENDITURES	1,400,000		150,000	1,550,000
14 - VEHICLE FUND				0
REVENUES	2,710,378		0	2,710,378
EXPENDITURES	2,010,700		1,230,500	3,241,200
20 - UTILITY FUND				
REVENUES	46,131,500	0	2,320,000	48,451,500
EXPENDITURES	49,838,057	30,000	2,320,000	52,188,057

FUND	ADOPTED FY 2024 BUDGET	AMENDMENT 1 FY 2024 CHANGE	AMENDMENT 2 FY 2024 CHANGE	REVISED FY 2024 BUDGET
21 - UTILITY VEHICLE FUND				
REVENUES	263,718		0	263,718
EXPENDITURES	80,000		120,000	200,000
23 - SERIES 2020 CO / BCRWWS				
REVENUES	350,000			350,000
EXPENDITURES	18,845,000			18,845,000
24 - SERIES 2024 UTILITY CO'S				
REVENUES	0		23,500,000	23,500,000
EXPENDITURES	0		22,000,000	22,000,000
25 - WATER IMPACT				
REVENUES	8,100,000		2,117,250	10,217,250
EXPENDITURES	44,941,470		2,177,250	47,118,720
26 - WASTEWATER IMPACT				
REVENUES	5,265,000		725,000	5,990,000
EXPENDITURES	13,728,050		725,000	14,453,050
27 - WATER CIP FUND				
REVENUES	6,600,000			6,600,000
EXPENDITURES	17,887,000			17,887,000
380 - CHAPTER 380 AGREEMENTS				
REVENUES	60,000			60,000
EXPENDITURES	60,000			60,000
40 - GENERAL CIP				
REVENUES	2,687,500		1,860,000	4,547,500
EXPENDITURES	11,266,630		1,935,575	13,202,205
44 - ROADWAY IMPACT FEES				
REVENUES	0			0
EXPENDITURES	0			0
55 - GO BOND 2016				
REVENUES	25,000			25,000
EXPENDITURES	4,386,730			4,386,730
56 - CO SERIES 2018-B				
REVENUES	5,000			5,000
EXPENDITURES	402,000			402,000

FUND	ADOPTED FY 2024 BUDGET	AMENDMENT 1 FY 2024 CHANGE	AMENDMENT 2 FY 2024 CHANGE		REVISED FY 2024 BUDGET
57 - CO SERIES 2018-A					
REVENUES	42,500				42,500
EXPENDITURES	2,952,500				2,952,500
58 - CO SERIES 2023					
REVENUES	250,000				250,000
EXPENDITURES	12,695,000				12,695,000
59 - TRN CO SERIES 2024					
REVENUES	0		10,125,000		10,125,000
EXPENDITURES	0		10,125,000		10,125,000
501 - GO BONDS-TRN					
REVENUES	0		0		0
EXPENDITURES	0		155,000		155,000
502 - GO BONDS-PARKS					
REVENUES	0				0
EXPENDITURES	0				0
503 - GO BONDS-SR CENTER					
REVENUES	0		0		0
EXPENDITURES	0		10,000		10,000
504 - GO BONDS-REC CENTER					
REVENUES	100,000				100,000
EXPENDITURES	1,985,000				1,985,000
511 - GO BONDS-TRN					
REVENUES	175,000				175,000
EXPENDITURES	10,133,104				10,133,104
512 - GO BONDS-PARKS					
REVENUES	5,000				5,000
EXPENDITURES	245,000				245,000
513 - GO BONDS-SR CENTER					
REVENUES	90,000				90,000
EXPENDITURES	4,000,000				4,000,000
60 - GRANTS - PUBLIC WORKS					
REVENUES	6,255,000				6,255,000
EXPENDITURES	10,700,001				10,700,001

FUND	ADOPTED FY 2024 BUDGET	AMENDMENT 1 FY 2024 CHANGE	AMENDMENT 2 FY 2024 CHANGE	REVISD FY 2024 BUDGET
68 - FEDERAL ARPA GRANT				
REVENUES	3,625,000			3,625,000
EXPENDITURES	9,283,846			9,283,846
70 - POLICE DEPT. GRANTS				
REVENUES	4,000		765,000	769,000
EXPENDITURES	4,000		765,000	769,000
701 - POLICE COMMUNITY PROGRAMS				
REVENUES	2,000			2,000
EXPENDITURES	2,000			2,000
71 - COURT SECURITY FUND				
REVENUES	20,500			20,500
EXPENDITURES	77,000			77,000
72 - COURT TECHNOLOGY FUND				
REVENUES	10,000		3,000	13,000
EXPENDITURES	10,000		3,000	13,000
73 - PARKS SPECIAL REVENUE FUND				
REVENUES	468,500		0	468,500
EXPENDITURES	309,000		75,000	384,000
74 - FIRE SPECIAL REVENUE FUND				
REVENUES	0		0	0
EXPENDITURES	0		3,000	3,000
75 - PARK DEDICATION FEES				
REVENUES	341,500		0	341,500
EXPENDITURES	2,340,756		110,000	2,450,756
750 - FIRE RESCUE REVENUE				
REVENUES	55,000		3,000	58,000
EXPENDITURES	50,000		0	50,000
76 - STEP FUND				
REVENUES	42,500			42,500
EXPENDITURES	42,500			42,500
77 - POLICE FORFEITURE FUND				
REVENUES	15,000			15,000
EXPENDITURES	15,000			15,000

FUND	ADOPTED FY 2024 BUDGET	AMENDMENT 1 FY 2024 CHANGE	AMENDMENT 2 FY 2024 CHANGE		REVISED FY 2024 BUDGET
78 - POLICE SPECIAL REVENUE					
REVENUES	59,000				59,000
EXPENDITURES	50,000				50,000
79 - TIRZ #1 FUND					
REVENUES	5,605,000		200,000		5,805,000
EXPENDITURES	5,585,000		200,000		5,785,000
750 - FIRE RESCUE REVENUE					
REVENUES	55,000				55,000
EXPENDITURES	50,000				50,000
80 - GF DEBT SERVICE					
REVENUES	20,806,500	750,000	15,845,000		37,401,500
EXPENDITURES	20,603,250	0	15,845,000		36,448,250
85 - UF DEBT SERVICE					
REVENUES	19,803,102				19,803,102
EXPENDITURES	19,803,102				19,803,102
96 - LEANDER DEVELOPMENT AUTHORITY					
REVENUES	2,391,395		200,000		2,591,395
EXPENDITURES	2,391,395		200,000		2,591,395

EXHIBIT A – DETAIL

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2024 CHANGE	TOTAL
01 - GENERAL FUND				
REVENUES				
01-00-4420	Revenues	Construction Inspection Fees	700,000	
01-00-4520	Revenues	Building Permits	1,150,000	
01-00-4880	Revenues	Sales Tax	415,000	
01-00-4449	Revenues	Interest Earnings	425,000	
		Total Revenues		2,690,000
		Fund Balance Reserves		460,000
EXPENDITURES				
01-01-6999	City Manager	Contingency	(150,000)	
01-01-6999	City Manager	Contingency - Public Safety Staffing Efficiency Study n/a	(125,000)	
01-02-5628	City Secretary	Elections Expense (run-off)	40,000	
01-06-5130	Library	Personnel (part-time staff); increased hours exceeded budget	55,000	
01-06-5600	Library	Master Plan	10,000	
01-10-7100	Information Technology	Major Equipment (prior year carry-over for Network equipment)	242,500	
01-13-7000	General Services	Vehicle (1) - prior year carry-over; Facilities Supervisor truck	52,750	
01-20-5600	Planning	Code Update (deferred)	(130,000)	
01-23-5130	Parks & Recreation	Personnel (part-time staff) increased hours exceeded budget	125,000	
01-23-5520	Parks & Recreation	Lakewood Splash Pad repairs	96,500	
01-41-7000	Police - Uniform Services	Vehicles (3) carry-over from prior year	232,000	
01-41-5217	Police - Uniform Services	Radios (handhelds & in-car; carry-over from prior year)	70,000	
01-41-5580	Police - Uniform Services	Vehicle repairs (exceed budget)	41,250	
01-41-5110	Police - Support Services	Personnel Costs (Lt. retirement benefits)	45,000	
01-44-7000	Police - CID	Vehicle (prior year carry-over)	45,000	
01-44-5140	Police - CID	Overtime	50,000	
01-46-9000	Police - Special Ops	DEA Task Force - transfer personnel costs to Fund 70	115,000	

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2024 CHANGE	TOTAL
01-50-5580	Fire	Vehicle Maintenance & Repairs	115,000	
01-53-9008	Non-Departmental	Transfer to Senior Center CIP	1,400,000	
01-53-9008	Non-Departmental	Transfer to General CIP (CR175 signal)	460,000	
01-53-5629	Non-Departmental	Solid Waste collections (increase in customer accounts)	275,000	
01-53-5680	Non-Departmental	Tax Office & Appraisal District fees (exceed budget)	85,000	
		Total Expenditures		3,150,000
05 - GOLF FUND				
REVENUES				
05-00-4310	Revenues	Cart Rental	40,000	
05-00-4345	Revenues	Green Fees	100,000	
		Total Revenues		140,000
EXPENDITURES				
05-01-5530	Golf - Maintenance	Maintenance & Repairs	20,000	
05-31-5305	Pro Shop	Merchandise (sales exceed budget)	100,000	
05-31-5503	Pro Shop	Building Maintenance & Repairs	10,000	
05-31-5505	Pro Shop	Cart Repairs	10,000	
		Total Expenditures		140,000
10 - PUBLIC ARTS FUND				
REVENUES				
10-00-4900	Revenues	Transfer In (General CIP % project bids)	75,575	
		Total Revenues		75,575
EXPENDITURES				
10-01-5600	Administration	Contract Labor (unprogrammed)	75,575	
		Total Expenditures		75,575
11- HOTEL OCCUPANCY TAX FUND				
REVENUES				
11-00-4860	Revenues	Occupancy Tax Revenues	100,000	
		Total Revenues		100,000
EXPENDITURES				
11-01-6330	Administration	Tourism Development (Hotel Study carry-over from prior year)	60,500	

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2024 CHANGE	TOTAL
11-01-6330	Administration	Chamber Tourism Agreement (75% of HOT taxes received)	60,000	
		Total Expenditures		120,500
12 - TRAFFIC IMPACT FEE FUND				
REVENUES				
12-00-4062	Revenues	Traffic Impact Fees	150,000	
		Total Revenues		150,000
EXPENDITURES				
12-01-8398	Capital Projects	Intersection Improvements (Bar W / Via de Sienna / R. Reagan)	150,000	
		(prior Liberty Hill ISD traffic impact fees paid)		
		Total Expenditures		150,000
14 - VEHICLE FUND				
REVENUES				
		Fund Balance Reserves		1,230,500
EXPENDITURES				
14-21-7000	Public Works	F250 vehicle (exceed budget)	23,000	
14-22-7000	Engineering	Durango (prior year carry-over)	61,000	
14-22-7000	Engineering	Eng-1 vehicle replacement (exceed budget)	10,000	
14-23-7000	Parks & Recreation	Transit Van (prior year carry-over)	70,000	
14-23-7000	Parks & Recreation	Replace wrecked vehicle	40,000	
14-41-7000	Police-Uniform Services	Prior year carry-over (3) and early order of fy25 patrol vehicles (8)	1,000,000	
14-48-7000	Code Enforcement	Vehicles (2) - (exceed budget)	26,500	
		Total Expenditures		1,230,500
20 - UTILITY FUND				
REVENUES				
20-00-4090	Revenues	Water Sales (exceed budget)	2,320,000	
		Total Revenues		2,320,000
EXPENDITURES				
20-01-5911	Utility Billing	Credit Card Merchant Processing Fees (exceed budget)	150,000	
20-02-8385	Water Maintenance	Cedar Park ILA - raw water barge contingency	1,575,000	

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2024 CHANGE	TOTAL
20-02-5520	Water Maintenance	Equipment Repairs	35,000	
20-02-7100	Wastewater Maintenance	Major Equipment (prior year carry-over sewer jet machine)	290,000	
20-04-5650	Non-Departmental	Rate Appeal Legal Fees (exceed budget)	270,000	
		Total Expenditures		2,320,000
21 - UTILITY VEHICLE FUND				
REVENUES				
		Fund Balance Reserves		120,000
EXPENDITURES				
21-03-7000	Wastewater Maintenance	Vehicles (2) - early replacement (fy25 pre-order)	120,000	
		Total Expenditures		120,000
24 - UTILITY CO'S				
REVENUES				
24-00-4013	Revenues	Bond Proceeds (June '24)	23,500,000	
		Total Revenues		23,500,000
EXPENDITURES				
24-01-6811	Capital Projects	Bond Issuance Costs (new fund)	260,000	
24-01-5760	Capital Projects	Engineering Design - BCRUA Phase 2A	1,740,000	
24-01-8654	Capital Projects	Bagdad Terminus & Pump Station	10,000,000	
24-01-8657	Capital Projects	AMI	10,000,000	
		Total Expenditures		22,000,000
25 - WATER IMPACT				
REVENUES				
25-00-4085	Revenues	Water Impact Fees	2,117,250	
		Total Revenues		2,117,250
EXPENDITURES				
25-09-6604	Development Agreements	Northline Impact Fee rebates	1,077,250	
25-09-6629	Development Agreements	Travisso Impact Fee rebates	1,100,000	
		Total Expenditures		2,177,250

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2024 CHANGE	TOTAL
26 - WASTEWATER IMPACT				
REVENUES				
26-00-4070	Revenues	Wastewater Impact Fees	725,000	
		Total Revenues		725,000
EXPENDITURES				
26-09-6737	Development Agreements	Northline Impact Fee rebates	375,000	
26-09-6720	Development Agreements	Travisso Impact Fee rebates	350,000	
		Total Expenditures		725,000
40 - GENERAL CIP				
REVENUES				
40-00-4900	Revenues	Senior Activity Center (General Fund Transfer)	1,400,000	
40-00-4900	Revenues	CR175 Intersection (General Fund Transfer)	460,000	
		Total Revenues		1,860,000
		Fund Balance Reserves		75,575
EXPENDITURES				
40-04-8225	General CIP	Senior Activity Center (General Fund Transfer)	2,050,000	
40-04-5600	General CIP	City Hall Study (Transfer to Sr. Center)	(150,000)	
40-05-8358	General CIP	City Hall Study (Transfer to Sr. Center)	(500,000)	
40-04-8398	General CIP	CR175 Intersection (General Fund Transfer)	460,000	
40-04-9000	General CIP	Transfer Out to Arts & Culture (% bid Fire Station #2; Sr. Center)	75,575	
		Total Expenditures		1,935,575
59 - CO SERIES - 2024				
REVENUES				
59-00-4013	Revenues	Bond Proceeds (June '24)	10,000,000	
59-00-4449	Revenues	Interest Earnings	125,000	
		Total Revenues		10,125,000

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2024 CHANGE	TOTAL
EXPENDITURES				
59-01-6811	Transportation CIP	Bond issuance costs (new fund)	125,000	
59-01-8386	Transportation CIP	San Gabriel Pkwy (Phase 2)	10,000,000	
		Total Expenditures		10,125,000
501 - GO BONDS- TRN				
REVENUES				
		Fund Balance Reserves		155,000
EXPENDITURES				
501-01-8391	Transportation CIP	Raider Way (closes out Fund 501)	155,000	
		Total Expenditures		155,000
503 - GO BONDS-SR CENTER				
REVENUES				
		Fund Balance Reserves		10,000
EXPENDITURES				
503-01-8225	Senior Center CIP (2016)	Senior Center (closes out Fund 501)	10,000	
		Total Expenditures		10,000
70 - POLICE DEPT. GRANTS				
REVENUES				
70-00-4352	Revenues	Federal Grant (WCCAC)	500,000	
70-00-4614	Revenues	Federal Grant (Ballistic Shields)	150,000	
70-00-4900	Revenues	Transfer In (General Fund)	115,000	
		Total Revenues		765,000
EXPENDITURES				
70-05-5217	Federal Grant	Ballistic Shields & Vests (grant)	150,000	
70-12-6008	Federal Grant	Childrens' Advocacy Grant	500,000	
70-13-5120	DEA Task Force	Personnel Costs for Leander officer assigned to Task Force	115,000	
		Total Expenditures		765,000

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2024 CHANGE	TOTAL
72 - COURT TECHNOLOGY FUND				
REVENUES				
72-00-4467	Revenues	Other revenue (fee credits)	3,000	
		Total Revenues		3,000
EXPENDITURES				
72-11-5485	Municipal Court	Court Software (exceed budget)	3,000	
		Total Expenditures		3,000
73 - PARKS SPECIAL REVENUE				
REVENUES				
		Fund Balance Reserves		75,000
EXPENDITURES				
73-23-5600	Parks & Recreation	Contract Labor - Recreation Programs (exceed budget)	75,000	
		Total Expenditures		75,000
74 - FIRE RESCUE REVENUE				
REVENUES				
		Fund Balance Reserves		3,000
EXPENDITURES				
74-50-9000	Fire	Close out fund (transfer to Fund 750)	3,000	
		Total Expenditures		3,000
75 - PARK DEDICATION FEES				
REVENUES				
		Fund Balance Reserves		110,000
EXPENDITURES				
75-23-8208	Parks & Recreation	Lakewood Park - litigation	110,000	
75-23-8225	Parks & Recreation	Senior Center	950,000	
72-23-8211	Parks & Recreation	Mason Creek Trail (re-allocate to Senior Center)	(340,000)	
72-23-8219	Parks & Recreation	Old Town Park (re-allocate to Senior Center)	(610,000)	
		Total Expenditures		110,000

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2024 CHANGE	TOTAL
750 - FIRE RESCUE REVENUE FUND				
REVENUES				
750-00-4900	Revenues	Transfer In (from Fund 74)	3,000	
		Total Revenues		3,000
EXPENDITURES				
79 - TIRZ #1 FUND				
REVENUES				
79-00-4838	Revenues	City Tax Revenues	150,000	
79-00-4890	Revenues	County Tax Revenues	50,000	
		Total Revenues		200,000
EXPENDITURES				
79-01-9015	Administration	Bryson/Crescent - fy24 rebate (over budget estimate)	200,000	
		Total Expenditures		200,000
80 - GF DEBT SERVICE				
REVENUES				
80-00-4013	Revenues	Refunding Bond Proceeds (June '24)	14,305,000	
80-00-4475	Revenues	Issuance Premium	1,513,975	
80-00-4449	Revenues	Interest Earnings	26,025	
		Total Revenues		15,845,000
EXPENDITURES				
80-01-6811	Debt Service	Debt Refunding bond issuance costs	190,000	
80-01-9614	Debt Service	Refunding Debt Principal	15,605,000	
80-01-9645	Debt Service	Travisso MUDs Tax Rebate	50,000	
		Total Expenditures		15,845,000
96 - DEVELOPMENT AUTH.				
REVENUES				
96-00-4900	Revenues	Transfer In (TIRZ)	200,000	
		Total Revenues		200,000
EXPENDITURES				
96-02-6730	Bryson/Crescent Dev Agr	Bryson/Crescent - fy24 rebate (over budget estimate)	200,000	
		Total Expenditures		200,000



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Acceptance of the Quarterly Investment Report for the period ending June 30, 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 April 1, 2024, through June 30, 2024.

As of June 30, 2024, the City's investment portfolio totaled \$319,673,252.00. Interest earnings for the quarter were \$3,378,655.00, and the fiscal year-to-date interest earnings totaled \$8,821,883.00. The average yield to maturity on the investment fund was 4.83% and the weighted average maturity was one hundred twenty-four (124) days.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Approval and acceptance of the Quarterly Investment Report for the period ending June 30, 2024.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Quarterly Investment Report 06-30-2024

CITY OF LEANDER

Quarterly Investment Report

AS OF JUNE 30, 2024



M E E D E R

PUBLIC FUNDS

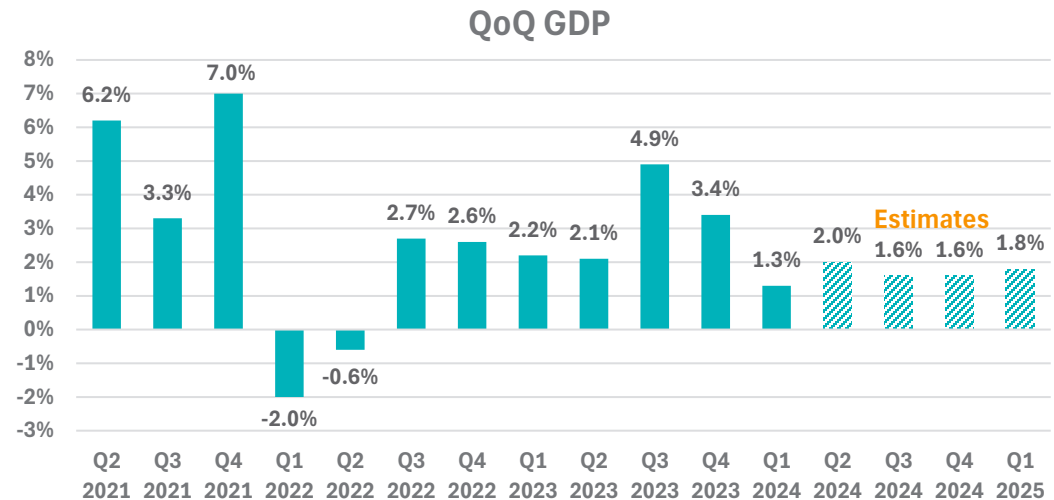


OBSERVATIONS AND EXPECTATIONS

- U.S. economic growth should slow in the second half of 2024, but not be negative
- The unemployment rate pushed above 4% in May from the cycle low of 3.4%
- Fed Funds futures are pointing to two .25% cuts this year and four next year
- Intermediate-term rates have increased this year, but are lower than last year's peak

Expected Downshift in Economic Growth

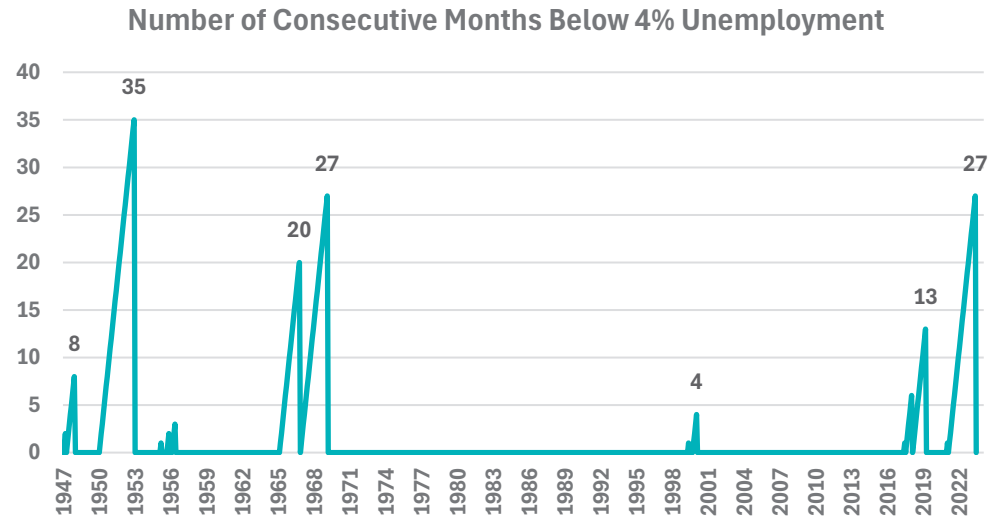
- Economists surveyed by Bloomberg are expecting growth to slow in the coming quarters.
- Higher inflation and interest rates have put a crimp in consumer spending.



SOURCE: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS,

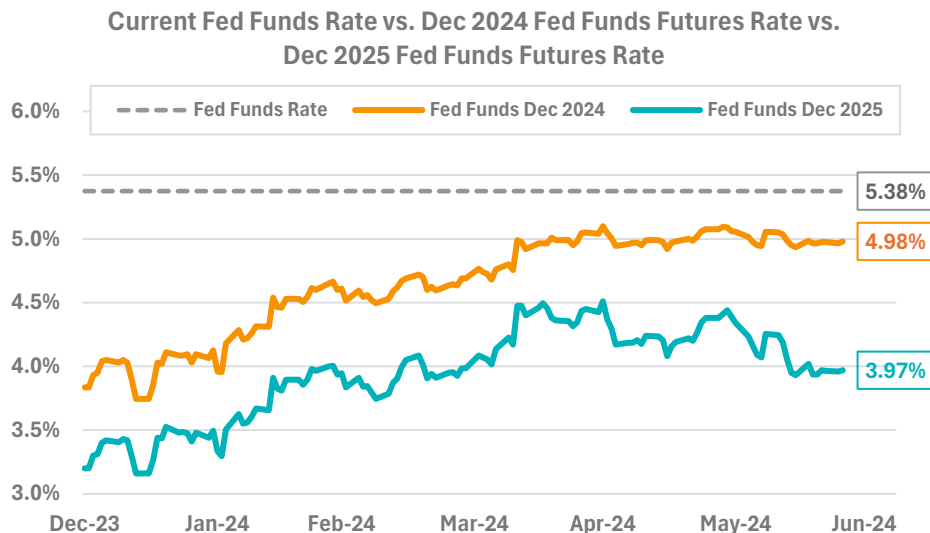
The Unemployment Rate Climbed Above 4%

- The U.S. just finished its second longest streak of having the unemployment rate below 4%.
- The Federal Reserve and most economists expect the unemployment rate to push higher with job growth slowing later this year.



SOURCE: BLOOMBERG, BUREAU OF LABOR STATISTICS

The Fed vs. The Market

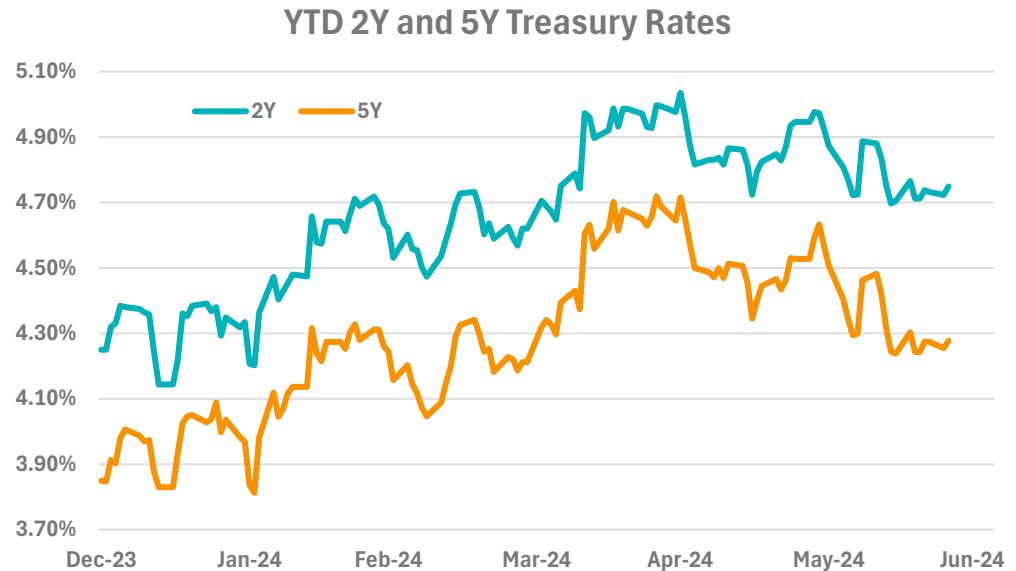


- The Federal Reserve is expecting one .25% cut this year to the Fed Funds Rate and four next year.
- The Fed Funds futures market is expecting two .25% cuts this year and four next year to push the Fed Funds rate down to 3.97% from its current rate of 5.38%

SOURCE: BLOOMBERG

Intermediate-Term Rates Higher In 2024

- Both the 2-year and 5-year U.S. Treasury rates had their cycle peaks last October at 5.22% and 4.96%, respectively.
- Intermediate-term U.S. Treasury rates have climbed higher this year as market participants realized inflation remains sticky and Fed will cut the Fed Funds rate fewer times than was anticipated at the start of 2024.



SOURCE: BLOOMBERG

Takeaways

- With intermediate-term interest rates near their highest levels since 2007, locking in those yields will most likely prove prudent.
- It will be interesting to observe Federal Reserve policy later this year as inflation probably remains above their target, with unemployment increasing.



Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending June 30, 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.

A handwritten signature in blue ink, appearing to read "Robert A. Brown", written over a horizontal line.

Robert Powers, Executive Finance Director

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Portfolio Statistics

4.83
Average Yield

0.34
Weighted Average Maturity (Years)

0.32
Portfolio Effective Duration (Years)

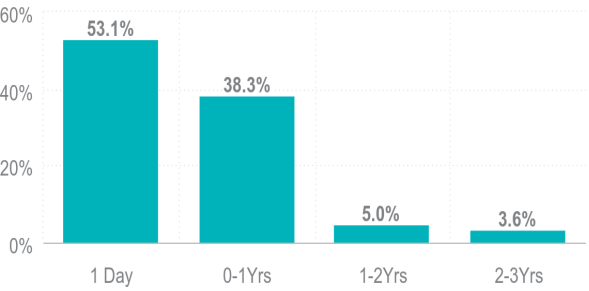
0.34
Weighted Average Life (Years)

AA+
Average Credit Rating

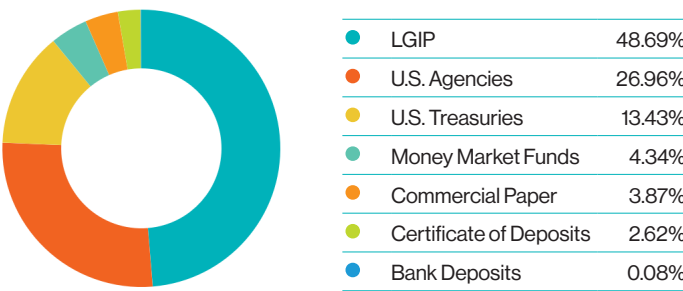
Portfolio Position

Par Value	\$320,889,243
Principal Cost	\$318,915,494
Book Value	\$319,673,252
Market Value	\$319,140,683
Unrealized Gain/Loss	(\$532,570)
Accrued Interest	\$1,074,131

Maturity Distribution



Sector Allocation



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 March 31, 2024

BEGINNING BOOK VALUE	\$294,851,280.75
BEGINNING MARKET VALUE	\$293,782,625.30
UNREALIZED GAIN/(LOSS)	(\$1,068,756.94)
WEIGHTED AVERAGE MATURITY (YEARS)	0.37
WEIGHTED AVERAGE YIELD	4.37

Portfolio as of June 30, 2024

ENDING BOOK VALUE	\$319,673,252.38
ENDING MARKET VALUE	\$319,140,682.83
INVESTMENT INCOME FOR THE PERIOD	\$3,378,654.58
UNREALIZED GAIN/(LOSS)	(\$532,569.56)
CHANGE IN UNREALIZED GAIN/(LOSS)	\$536,085.89
WEIGHTED AVERAGE MATURITY (YEARS)	0.34
WEIGHTED AVERAGE YIELD	4.83



Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	03/31/2024	06/30/2024	CHANGE	INTEREST EARNED
ARPA 2021	5,915,290.61	5,835,229.82	-80,060.79	77,751.46
CERTS OF OBLIGATION 2016	3,377,219.14	3,414,083.08	36,863.94	18,938.94
CERTS OF OBLIGATION 2018A	3,085,651.45	3,082,068.91	-3,582.54	40,705.96
CERTS OF OBLIGATION 2018B	380,188.56	405,738.83	25,550.27	5,293.27
CERTS OF OBLIGATION 2022A	13,606,311.83	8,252,876.08	-5,353,435.75	138,181.01
CERTS OF OBLIGATION 2022B	9,527,299.69	8,272,533.63	-1,254,766.06	113,879.10
CO 2024A	0.00	10,018,938.86	10,018,938.86	18,938.86
CO 2024B	0.00	23,544,506.32	23,544,506.32	44,506.32
DEBT SERVICE	25,115,092.91	25,762,053.96	646,961.05	336,612.93
GENERAL CONSOLIDATED	212,093,070.14	210,844,932.21	-1,248,137.93	2,326,659.36
GO 2016- TRANSPORTATION	148,433.63	0.00	-148,433.63	1,319.32
GO 2016-SENIOR CENTER	14,841.03	15,038.29	197.26	197.26
GO 2018-PARKS	277,571.20	281,260.82	3,689.62	3,689.62
GO 2018-REC CENTER	1,948,134.00	1,974,029.52	25,895.52	25,895.52
GO 2018-SENIOR CENTER	3,987,246.74	4,028,611.12	41,364.38	37,424.80
GO 2018-TRANSPORTATION	10,202,331.57	9,255,365.63	-946,965.94	137,658.24
PID CRYSTAL SPRINGS	982,467.09	994,023.46	11,556.37	12,261.95
PID DEERBROOKE NIA	866,970.26	873,413.81	6,443.55	10,676.16
PID DEERBROOKE SIA	1,552,026.23	1,573,861.75	21,835.52	19,364.50
PID OAK CREEK	702,479.22	712,116.73	9,637.51	8,699.99
TOTAL	293,782,625.30	319,140,682.83	25,358,057.53	3,378,654.58

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	257,731.16	257,731.16	257,731.16	0.08%	1	0.00
LGIP	155,396,849.92	155,396,849.92	155,396,849.92	48.69%	1	5.31
Money Market Funds	13,858,857.02	13,858,857.02	13,858,857.02	4.34%	1	5.11
Commercial Paper	12,500,000.00	12,337,893.75	12,337,893.75	3.87%	90	5.41
U.S. Treasuries	43,500,000.00	42,870,175.93	42,978,689.15	13.43%	234	4.66
U.S. Agencies	87,000,000.00	86,043,370.00	86,467,426.33	26.96%	326	3.88
Certificate of Deposits	8,375,805.05	8,375,805.05	8,375,805.05	2.62%	40	5.50
TOTAL	320,889,243.15	319,140,682.83	319,673,252.38	100.00%	124	4.83
CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		72,981.92	72,981.92			
TOTAL CASH AND INVESTMENTS	320,889,243.15	319,213,664.74	319,746,234.30		124	4.83
TOTAL EARNINGS						
	CURRENT QUARTER					
	3,378,654.58					



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
ARPA 2021						
LGIP	1	5,835,229.82	5,835,229.82	1.82	5.31	1
TOTAL	1	5,835,229.82	5,835,229.82	1.83	5.31	1
CERTS OF OBLIGATION 2016						
LGIP	1	967,283.08	967,283.08	0.30	5.31	1
U.S. Agencies	1	2,500,000.00	2,500,000.00	0.76	1.00	173
TOTAL	2	3,467,283.08	3,467,283.08	1.07	2.22	124
CERTS OF OBLIGATION 2018A						
LGIP	1	3,082,068.91	3,082,068.91	0.96	5.31	1
TOTAL	1	3,082,068.91	3,082,068.91	0.97	5.31	1
CERTS OF OBLIGATION 2018B						
LGIP	1	405,738.83	405,738.83	0.13	5.31	1
TOTAL	1	405,738.83	405,738.83	0.13	5.31	1
CERTS OF OBLIGATION 2022A						
LGIP	1	8,252,876.08	8,252,876.08	2.58	5.31	1
TOTAL	1	8,252,876.08	8,252,876.08	2.59	5.31	1
CERTS OF OBLIGATION 2022B						
LGIP	1	8,272,533.63	8,272,533.63	2.58	5.31	1
TOTAL	1	8,272,533.63	8,272,533.63	2.59	5.31	1
CO 2024A						
LGIP	1	10,018,938.86	10,018,938.86	3.13	5.31	1
TOTAL	1	10,018,938.86	10,018,938.86	3.14	5.31	1



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
CO 2024B						
LGIP	1	23,544,506.32	23,544,506.32	7.35	5.31	1
TOTAL	1	23,544,506.32	23,544,506.32	7.38	5.31	1
DEBT SERVICE						
LGIP	1	25,762,053.96	25,762,053.96	8.05	5.31	1
TOTAL	1	25,762,053.96	25,762,053.96	8.07	5.31	1
GENERAL CONSOLIDATED						
Bank Deposits	3	257,731.16	257,731.16	0.08	0.00	1
LGIP	3	59,179,865.33	59,179,865.33	18.48	5.31	1
Money Market Funds	2	9,864,191.23	9,864,191.23	3.08	5.19	1
Commercial Paper	2	12,500,000.00	12,337,893.75	3.85	5.41	90
U.S. Treasuries	5	43,500,000.00	42,978,689.15	13.44	4.66	234
U.S. Agencies	14	83,000,000.00	82,467,426.33	25.92	4.02	334
Certificate of Deposits	11	4,206,584.81	4,206,584.81	1.32	5.52	34
TOTAL	40	212,508,372.53	211,292,381.76	66.07	4.67	184
GO 2016-SENIOR CENTER						
LGIP	1	15,038.29	15,038.29	0.00	5.31	1
TOTAL	1	15,038.29	15,038.29	0.00	5.31	1
GO 2018-PARKS						
LGIP	1	281,260.82	281,260.82	0.09	5.31	1
TOTAL	1	281,260.82	281,260.82	0.09	5.31	1
GO 2018-REC CENTER						
LGIP	1	1,974,029.52	1,974,029.52	0.62	5.31	1
TOTAL	1	1,974,029.52	1,974,029.52	0.62	5.31	1



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
GO 2018-SENIOR CENTER						
LGIP	1	2,560,531.12	2,560,531.12	0.80	5.31	1
U.S. Agencies	1	1,500,000.00	1,500,000.00	0.46	1.00	173
TOTAL	2	4,060,531.12	4,060,531.12	1.26	3.74	64
GO 2018-TRANSPORTATION						
LGIP	1	5,086,145.39	5,086,145.39	1.59	5.31	1
Certificate of Deposits	4	4,169,220.24	4,169,220.24	1.31	5.48	47
TOTAL	5	9,255,365.63	9,255,365.63	2.90	5.39	22
PID CRYSTAL SPRINGS						
Money Market Funds	1	994,023.46	994,023.46	0.31	4.93	1
TOTAL	1	994,023.46	994,023.46	0.31	4.93	1
PID DEERBROOKE NIA						
LGIP	1	118.93	118.93	0.00	5.31	1
Money Market Funds	1	873,294.88	873,294.88	0.27	4.93	1
TOTAL	2	873,413.81	873,413.81	0.27	4.93	1
PID DEERBROOKE SIA						
LGIP	1	158,631.03	158,631.03	0.05	5.31	1
Money Market Funds	1	1,415,230.72	1,415,230.72	0.44	4.93	1
TOTAL	2	1,573,861.75	1,573,861.75	0.49	4.97	1
PID OAK CREEK						
Money Market Funds	1	712,116.73	712,116.73	0.22	4.93	1
TOTAL	1	712,116.73	712,116.73	0.22	4.93	1

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
GRAND TOTAL	66	320,889,243.15	319,673,252.38	100.00	4.83	125

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	06/30/2024 06/30/2024	5,835,229.82	5,835,229.82 0.00	5,835,229.82	5.31		1	1.00 5,835,229.82	0.00 5,835,229.82	1.83	AAA
LGIP TOTAL			5,835,229.82	5,835,229.82 0.00	5,835,229.82	5.31		1	1.00 5,835,229.82	0.00 5,835,229.82	1.83	AAA
ARPA 2021 TOTAL			5,835,229.82	5,835,229.82 0.00	5,835,229.82	5.31		1	5,835,229.82	5,835,229.82	1.83	AAA
CERTS OF OBLIGATION 2016												
LGIP												
TEXSTAR	TexSTAR	06/30/2024 06/30/2024	967,283.08	967,283.08 0.00	967,283.08	5.31		1	1.00 967,283.08	0.00 967,283.08	0.30	AAA
LGIP TOTAL			967,283.08	967,283.08 0.00	967,283.08	5.31		1	1.00 967,283.08	0.00 967,283.08	0.30	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	173	97.87 2,446,800.00	(53,200.00) 2,500,000.00	0.77	Aaa AA+
U.S. AGENCIES TOTAL			2,500,000.00	2,500,000.00 0.00	2,500,000.00	1.00		173	97.87 2,446,800.00	(53,200.00) 2,500,000.00	0.77	AA+
CERTS OF OBLIGATION 2016 TOTAL			3,467,283.08	3,467,283.08 0.00	3,467,283.08	2.22		124	3,414,083.08	(53,200.00) 3,467,283.08	1.07	AA+
CERTS OF OBLIGATION 2018A												
LGIP												
TEXSTAR	TexSTAR	06/30/2024 06/30/2024	3,082,068.91	3,082,068.91 0.00	3,082,068.91	5.31		1	1.00 3,082,068.91	0.00 3,082,068.91	0.97	AAA
LGIP TOTAL			3,082,068.91	3,082,068.91 0.00	3,082,068.91	5.31		1	1.00 3,082,068.91	0.00 3,082,068.91	0.97	AAA
CERTS OF OBLIGATION 2018A TOTAL			3,082,068.91	3,082,068.91 0.00	3,082,068.91	5.31		1	3,082,068.91	3,082,068.91	0.97	AAA
CERTS OF OBLIGATION 2018B												



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	06/30/2024 06/30/2024	405,738.83	405,738.83 0.00	405,738.83	5.31		1	1.00 405,738.83	0.00 405,738.83	0.13	AAA
LGIP TOTAL			405,738.83	405,738.83 0.00	405,738.83	5.31		1	1.00 405,738.83	0.00 405,738.83	0.13	AAA
CERTS OF OBLIGATION 2018B TOTAL			405,738.83	405,738.83 0.00	405,738.83	5.31		1	405,738.83	0.00 405,738.83	0.13	AAA
CERTS OF OBLIGATION 2022A												
LGIP												
TEXPOOL	TexPool	06/30/2024 06/30/2024	8,252,876.08	8,252,876.08 0.00	8,252,876.08	5.31		1	1.00 8,252,876.08	0.00 8,252,876.08	2.59	AAA
LGIP TOTAL			8,252,876.08	8,252,876.08 0.00	8,252,876.08	5.31		1	1.00 8,252,876.08	0.00 8,252,876.08	2.59	AAA
CERTS OF OBLIGATION 2022A TOTAL			8,252,876.08	8,252,876.08 0.00	8,252,876.08	5.31		1	8,252,876.08	0.00 8,252,876.08	2.59	AAA
CERTS OF OBLIGATION 2022B												
LGIP												
TEXSTAR	TexSTAR	06/30/2024 06/30/2024	8,272,533.63	8,272,533.63 0.00	8,272,533.63	5.31		1	1.00 8,272,533.63	0.00 8,272,533.63	2.59	AAA
LGIP TOTAL			8,272,533.63	8,272,533.63 0.00	8,272,533.63	5.31		1	1.00 8,272,533.63	0.00 8,272,533.63	2.59	AAA
CERTS OF OBLIGATION 2022B TOTAL			8,272,533.63	8,272,533.63 0.00	8,272,533.63	5.31		1	8,272,533.63	0.00 8,272,533.63	2.59	AAA
CO 2024A												
LGIP												
TEXPOOL	TexPool	06/30/2024 06/30/2024	10,018,938.86	10,018,938.86 0.00	10,018,938.86	5.31		1	1.00 10,018,938.86	0.00 10,018,938.86	3.14	AAA
LGIP TOTAL			10,018,938.86	10,018,938.86 0.00	10,018,938.86	5.31		1	1.00 10,018,938.86	0.00 10,018,938.86	3.14	AAA
CO 2024A TOTAL			10,018,938.86	10,018,938.86 0.00	10,018,938.86	5.31		1	10,018,938.86	0.00 10,018,938.86	3.14	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
CO 2024B												
LGIP												
TEXPOOL	TexPool	06/30/2024 06/30/2024	23,544,506.32	23,544,506.32 0.00	23,544,506.32	5.31		1	1.00 23,544,506.32	0.00 23,544,506.32	7.38	AAA
LGIP TOTAL			23,544,506.32	23,544,506.32 0.00	23,544,506.32	5.31		1	1.00 23,544,506.32	0.00 23,544,506.32	7.38	AAA
CO 2024B TOTAL			23,544,506.32	23,544,506.32 0.00	23,544,506.32	5.31		1	23,544,506.32	0.00 23,544,506.32	7.38	AAA
DEBT SERVICE												
LGIP												
TEXPOOL	TexPool	06/30/2024 06/30/2024	25,762,053.96	25,762,053.96 0.00	25,762,053.96	5.31		1	1.00 25,762,053.96	0.00 25,762,053.96	8.07	AAA
LGIP TOTAL			25,762,053.96	25,762,053.96 0.00	25,762,053.96	5.31		1	1.00 25,762,053.96	0.00 25,762,053.96	8.07	AAA
DEBT SERVICE TOTAL			25,762,053.96	25,762,053.96 0.00	25,762,053.96	5.31		1	25,762,053.96	0.00 25,762,053.96	8.07	AAA
GENERAL CONSOLIDATED												
BANK DEPOSITS												
49-4797-0104	PNC Corporate Business Account	06/30/2024 06/30/2024	939.39	939.39 0.00	939.39	0.00		1	1.00 939.39	0.00 939.39	0.00	NA
3111062380	Texas Capital Bank GNI Tiered Money Market	06/30/2024 06/30/2024	217,504.61	217,504.61 0.00	217,504.61	0.00		1	1.00 217,504.61	0.00 217,504.61	0.07	NA
591508172	Frost Bank Public Fund Checking Account	06/30/2024 06/30/2024	39,287.16	39,287.16 0.00	39,287.16	0.00		1	1.00 39,287.16	0.00 39,287.16	0.01	NA
BANK DEPOSITS TOTAL			257,731.16	257,731.16 0.00	257,731.16	0.00		1	1.00 257,731.16	0.00 257,731.16	0.08	NA
LGIP												
TXRANGE	Texas Range TexasDAILY Fund	06/30/2024 06/30/2024	1,220,359.17	1,220,359.17 0.00	1,220,359.17	5.30		1	1.00 1,220,359.17	0.00 1,220,359.17	0.38	AAA
TEXSTAR	TexSTAR	06/30/2024 06/30/2024	2,237,969.05	2,237,969.05 0.00	2,237,969.05	5.31		1	1.00 2,237,969.05	0.00 2,237,969.05	0.70	AAA
TEXPOOL	TexPool	06/30/2024 06/30/2024	55,721,537.11	55,721,537.11 0.00	55,721,537.11	5.31		1	1.00 55,721,537.11	0.00 55,721,537.11	17.46	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
LGIP TOTAL			59,179,865.33	59,179,865.33 0.00	59,179,865.33	5.31		1	1.00 59,179,865.33	0.00 59,179,865.33	18.54	AAA
MONEY MARKET FUNDS												
26MEED	NexBank IntraFi Cash Service	06/30/2024 06/30/2024	5,512,530.86	5,512,530.86 0.00	5,512,530.86	5.55		1	1.00 5,512,530.86	0.00 5,512,530.86	1.73	NA
37292142	Invesco Treasury Account	06/30/2024 06/30/2024	4,351,660.37	4,351,660.37 0.00	4,351,660.37	4.73		1	1.00 4,351,660.37	0.00 4,351,660.37	1.36	NA
MONEY MARKET FUNDS TOTAL			9,864,191.23	9,864,191.23 0.00	9,864,191.23	5.19		1	1.00 9,864,191.23	0.00 9,864,191.23	3.09	NA
COMMERCIAL PAPER												
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	61	99.12 4,955,750.00	0.00 4,955,750.00	1.55	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	110	98.43 7,382,143.75	0.00 7,382,143.75	2.31	P-1 A-1
COMMERCIAL PAPER TOTAL			12,500,000.00	12,048,356.25 0.00	12,048,356.25	5.41		90	98.70 12,337,893.75	0.00 12,337,893.75	3.87	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	62	99.39 4,969,335.95	(27,632.11) 4,996,968.06	1.56	Aaa AA+
912828YV6	US TREASURY 1.500 11/30/24	12/12/2023 12/12/2023	5,000,000.00	4,828,906.25 0.00	4,828,906.25	5.17	11/30/2024	153	98.43 4,921,289.05	(5,246.97) 4,926,536.02	1.54	Aaa AA+
91282CDN8	US TREASURY 1.000 12/15/24	02/22/2024 02/22/2024	9,500,000.00	9,195,332.03 0.00	9,195,332.03	5.08	12/15/2024	168	98.07 9,317,050.81	(11,637.58) 9,328,688.38	2.92	Aaa AA+
91282CEH0	US TREASURY 2.625 04/15/25	03/11/2024 03/11/2024	12,000,000.00	11,709,843.75 0.00	11,709,843.75	4.92	04/15/2025	289	98.02 11,762,812.56	(28,274.94) 11,791,087.50	3.69	Aaa AA+
91282CHD6	US TREASURY 4.250 05/31/25	03/11/2024 03/11/2024	12,000,000.00	11,913,750.00 0.00	11,913,750.00	4.86	05/31/2025	335	99.16 11,899,687.56	(35,721.63) 11,935,409.19	3.73	Aaa AA+
U.S. TREASURIES TOTAL			43,500,000.00	42,603,496.10 0.00	42,603,496.10	4.66		234	98.56 42,870,175.93	(108,513.23) 42,978,689.15	13.43	AA+
U.S. AGENCIES												
3133ENG20	FED FARM CR BNKS 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	46	99.73 4,986,350.00	(13,561.19) 4,999,911.19	1.56	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	59	99.18 4,958,800.00	(41,200.00) 5,000,000.00	1.55	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	80	99.94 9,994,300.00	(4,252.25) 9,998,552.25	3.13	Aaa AA+
31422XMV1	FARMER MAC 0.500 10/04/24 '24 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	96	98.66 4,932,850.00	(67,150.00) 5,000,000.00	1.55	Aaa AA+
3133ENGQ7	FED FARM CR BNKS 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	162	98.06 4,902,800.00	(97,053.10) 4,999,853.10	1.54	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	173	97.87 978,720.00	(21,280.00) 1,000,000.00	0.31	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
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	190	99.72 9,473,115.00	(22,325.89) 9,495,440.89	2.97	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	229	99.76 9,476,725.00	(22,669.97) 9,499,394.97	2.97	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	348	97.81 4,890,500.00	(14,258.59) 4,904,758.59	1.53	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	379	98.69 4,934,450.00	(65,550.00) 5,000,000.00	1.55	Aaa AA+
3130AWKM1	FHLBANKS 4.750 12/12/25	01/16/2024 01/16/2024	5,000,000.00	5,040,455.00 0.00	5,040,455.00	4.30	12/12/2025	530	99.66 4,983,100.00	(47,648.13) 5,030,748.13	1.56	Aaa AA+
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	04/29/2024 04/29/2024	6,000,000.00	5,981,940.00 4,062.50	5,986,002.50	5.04	04/24/2026	663	99.98 5,998,980.00	15,470.65 5,983,509.35	1.88	Aaa AA+
3135GOQ22	FANNIE MAE 1.875 09/24/26	04/26/2024 04/26/2024	6,000,000.00	5,584,680.00 10,000.00	5,594,680.00	4.96	09/24/2026	816	94.05 5,642,940.00	27,146.36 5,615,793.64	1.77	Aaa AA+
3130AVBC5	FHLBANKS 4.500 03/12/27	04/29/2024 04/29/2024	6,000,000.00	5,935,588.44 35,250.00	5,970,838.44	4.90	03/12/2027	985	99.58 5,974,860.00	35,395.79 5,939,464.21	1.87	Aaa AA+
U.S. AGENCIES TOTAL			83,000,000.00	82,374,398.44 72,904.17	82,447,302.61	4.01		334	98.97 82,128,490.00	(338,936.33) 82,467,426.33	25.73	AA+
CERTIFICATE OF DEPOSITS												
172404911A	East West Bank 5.52% 08/03/2024	08/03/2023 08/03/2023	4,206,584.81	4,206,584.81 77.75	4,206,662.56	5.52	08/03/2024	34	100.00 4,206,584.81	(0.00) 4,206,584.81	1.32	NA
CERTIFICATE OF DEPOSITS TOTAL			4,206,584.81	4,206,584.81 77.75	4,206,662.56	5.52		34	100.00 4,206,584.81	(0.00) 4,206,584.81	1.32	NA
GENERAL CONSOLIDATED TOTAL			212,508,372.53	210,534,623.32 72,981.92	210,607,605.24	4.67		184	210,844,932.21	(447,449.56) 211,292,381.76	66.07	AA+

GO 2016-SENIOR CENTER

LGIP

TEXSTAR	TexSTAR	06/30/2024 06/30/2024	15,038.29	15,038.29 0.00	15,038.29	5.31		1	1.00 15,038.29	0.00 15,038.29	0.00	AAA
LGIP TOTAL			15,038.29	15,038.29 0.00	15,038.29	5.31		1	1.00 15,038.29	0.00 15,038.29	0.00	AAA
GO 2016-SENIOR CENTER TOTAL			15,038.29	15,038.29 0.00	15,038.29	5.31		1	15,038.29	0.00 15,038.29	0.00	AAA

GO 2018-PARKS

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	06/30/2024 06/30/2024	281,260.82	281,260.82 0.00	281,260.82	5.31		1	1.00 281,260.82	0.00 281,260.82	0.09	AAA
LGIP TOTAL			281,260.82	281,260.82 0.00	281,260.82	5.31		1	1.00 281,260.82	0.00 281,260.82	0.09	AAA
GO 2018-PARKS TOTAL			281,260.82	281,260.82 0.00	281,260.82	5.31		1	281,260.82	0.00 281,260.82	0.09	AAA

GO 2018-REC CENTER

LGIP												
TEXSTAR	TexSTAR	06/30/2024 06/30/2024	1,974,029.52	1,974,029.52 0.00	1,974,029.52	5.31		1	1.00 1,974,029.52	0.00 1,974,029.52	0.62	AAA
LGIP TOTAL			1,974,029.52	1,974,029.52 0.00	1,974,029.52	5.31		1	1.00 1,974,029.52	0.00 1,974,029.52	0.62	AAA
GO 2018-REC CENTER TOTAL			1,974,029.52	1,974,029.52 0.00	1,974,029.52	5.31		1	1,974,029.52	0.00 1,974,029.52	0.62	AAA

GO 2018-SENIOR
CENTER

LGIP												
TEXSTAR	TexSTAR	06/30/2024 06/30/2024	2,560,531.12	2,560,531.12 0.00	2,560,531.12	5.31		1	1.00 2,560,531.12	0.00 2,560,531.12	0.80	AAA
LGIP TOTAL			2,560,531.12	2,560,531.12 0.00	2,560,531.12	5.31		1	1.00 2,560,531.12	0.00 2,560,531.12	0.80	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	173	97.87 1,468,080.00	(31,920.00) 1,500,000.00	0.46	Aaa AA+
U.S. AGENCIES TOTAL			1,500,000.00	1,500,000.00 0.00	1,500,000.00	1.00		173	97.87 1,468,080.00	(31,920.00) 1,500,000.00	0.46	AA+
GO 2018-SENIOR CENTER TOTAL			4,060,531.12	4,060,531.12 0.00	4,060,531.12	3.74		64	4,028,611.12	(31,920.00) 4,060,531.12	1.26	AAA

GO

LGIP												
TEXSTAR	TexSTAR	06/30/2024 06/30/2024	5,086,145.39	5,086,145.39 0.00	5,086,145.39	5.31		1	1.00 5,086,145.39	0.00 5,086,145.39	1.59	AAA
LGIP TOTAL			5,086,145.39	5,086,145.39 0.00	5,086,145.39	5.31		1	1.00 5,086,145.39	0.00 5,086,145.39	1.59	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
CERTIFICATE OF DEPOSITS												
240000062A	Texas Capital Bank 5.52% 08/16/2024	08/16/2023 08/16/2023	4,169,220.24	4,169,220.24 0.00	4,169,220.24	5.48	08/16/2024	47	100.00 4,169,220.24	0.00 4,169,220.24	1.31	NA
CERTIFICATE OF DEPOSITS TOTAL			4,169,220.24	4,169,220.24 0.00	4,169,220.24	5.48		47	100.00 4,169,220.24	0.00 4,169,220.24	1.31	NA
GO			9,255,365.63	9,255,365.63 0.00	9,255,365.63	5.39		22	9,255,365.63	0.00 9,255,365.63	2.90	AAA

PID CRYSTAL SPRINGS

MONEY MARKET FUNDS

14956P836	CAVANAL HILL:GS MM:ADMN	06/30/2024 06/30/2024	994,023.46	994,023.46 0.00	994,023.46	4.93		1	1.00 994,023.46	0.00 994,023.46	0.31	Aaa AAA
MONEY MARKET FUNDS TOTAL			994,023.46	994,023.46 0.00	994,023.46	4.93		1	1.00 994,023.46	0.00 994,023.46	0.31	AAA
PID CRYSTAL SPRINGS TOTAL			994,023.46	994,023.46 0.00	994,023.46	4.93		1	994,023.46	0.00 994,023.46	0.31	AAA

PID DEERBROOKE NIA

LGIP

TEXPOOL	TexPool	06/30/2024 06/30/2024	118.93	118.93 0.00	118.93	5.31		1	1.00 118.93	0.00 118.93	0.00	AAA
LGIP TOTAL			118.93	118.93 0.00	118.93	5.31		1	1.00 118.93	0.00 118.93	0.00	AAA

MONEY MARKET FUNDS

60934N153	FEDERATED HRMS GV O;TR	06/30/2024 06/30/2024	873,294.88	873,294.88 0.00	873,294.88	4.93		1	1.00 873,294.88	0.00 873,294.88	0.27	Aaa AAA
MONEY MARKET FUNDS TOTAL			873,294.88	873,294.88 0.00	873,294.88	4.93		1	1.00 873,294.88	0.00 873,294.88	0.27	AAA
PID DEERBROOKE NIA TOTAL			873,413.81	873,413.81 0.00	873,413.81	4.93		1	873,413.81	0.00 873,413.81	0.27	AAA

PID DEERBROOKE SIA

LGIP

TEXPOOL	TexPool	06/30/2024 06/30/2024	158,631.03	158,631.03 0.00	158,631.03	5.31		1	1.00 158,631.03	0.00 158,631.03	0.05	AAA
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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
LGIP TOTAL			158,631.03	158,631.03 0.00	158,631.03	5.31		1	1.00 158,631.03	0.00 158,631.03	0.05	AAA
MONEY MARKET FUNDS												
60934N153	FEDERATED HRMS GV O;TR	06/30/2024 06/30/2024	1,415,230.72	1,415,230.72 0.00	1,415,230.72	4.93		1	1.00 1,415,230.72	0.00 1,415,230.72	0.44	Aaa AAA
MONEY MARKET FUNDS TOTAL			1,415,230.72	1,415,230.72 0.00	1,415,230.72	4.93		1	1.00 1,415,230.72	0.00 1,415,230.72	0.44	AAA
PID DEERBROOKE SIA TOTAL			1,573,861.75	1,573,861.75 0.00	1,573,861.75	4.97		1	1,573,861.75	0.00 1,573,861.75	0.49	AAA
PID OAK CREEK												
MONEY MARKET FUNDS												
14956P836	CAVANAL HILL:GS MM;ADMN	06/30/2024 06/30/2024	712,116.73	712,116.73 0.00	712,116.73	4.93		1	1.00 712,116.73	0.00 712,116.73	0.22	Aaa AAA
MONEY MARKET FUNDS TOTAL			712,116.73	712,116.73 0.00	712,116.73	4.93		1	1.00 712,116.73	0.00 712,116.73	0.22	AAA
PID OAK CREEK TOTAL			712,116.73	712,116.73 0.00	712,116.73	4.93		1	712,116.73	0.00 712,116.73	0.22	AAA
GRAND TOTAL												
			320,889,243.15	318,915,493.94 72,981.92	318,988,475.86	4.83		124	319,140,682.83	(532,569.56) 319,673,252.38	100.00	AA+

Cash Reconciliation Report

CERTS OF OBLIGATION 2016						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
06/20/2024	3130AQCM3	FHLBANKS 1.000 12/20/24 '24	0.00	12/20/2024	0.00	12,500.00
COUPON TOTAL			0.00		0.00	12,500.00
CERTS OF OBLIGATION 2022A						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
06/14/2024	3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	0.00	06/14/2024	0.00	79,062.50
COUPON TOTAL			0.00		0.00	79,062.50
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
06/14/2024	3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	-5,500,000.00	06/14/2024	-5,500,000.00	5,500,000.00
MATURITY TOTAL			-5,500,000.00		-5,500,000.00	5,500,000.00
CERTS OF OBLIGATION 2022B						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
06/14/2024	3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	0.00	06/14/2024	0.00	71,875.00
COUPON TOTAL			0.00		0.00	71,875.00
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
06/14/2024	3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	-5,000,000.00	06/14/2024	-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						
04/03/2024	172404911A	East West Bank	18,865.72	08/03/2024	18,865.72	-18,865.72
04/26/2024	3135G0Q22	FANNIE MAE 1.875 09/24/26	6,000,000.00	09/24/2026	5,584,680.00	-5,594,680.00
04/29/2024	3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	6,000,000.00	04/24/2026	5,981,940.00	-5,986,002.50

Cash Reconciliation Report

04/29/2024	3130AVBC5	FHLBANKS 4.500 03/12/27	6,000,000.00	03/12/2027	5,935,588.44	-5,970,838.44
05/03/2024	172404911A	East West Bank	19,584.70	08/03/2024	19,584.70	-19,584.70
06/30/2024	172404911A	East West Bank	19,040.56	08/03/2024	19,040.56	-19,118.31
BUY TOTAL			18,057,490.98		17,559,699.42	-17,609,089.67
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
04/03/2024	172404911A	East West Bank	0.00	08/03/2024	0.00	18,865.72
04/04/2024	31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	0.00	10/04/2024	0.00	12,500.00
04/05/2024	3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024	0.00	04/30/2024	0.00	128,750.00
04/05/2024	3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.33 04/05/2024	0.00	04/05/2024	0.00	8,250.00
04/15/2024	91282CEH0	US TREASURY 2.625 04/15/25	0.00	04/15/2025	0.00	157,500.00
04/15/2024	3130ALVY7	FEDERAL HOME LOAN BANKS	0.00	04/15/2024	0.00	10,000.00
04/25/2024	3133EPGX7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.875 04/25/2024	0.00	04/25/2024	0.00	121,875.00
04/30/2024	3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024	0.00	04/30/2024	0.00	17,881.94
05/03/2024	172404911A	East West Bank	0.00	08/03/2024	0.00	19,584.70
05/24/2024	3130AMEZ1	FEDERAL HOME LOAN BANKS 0.4 05/24/2024	0.00	05/24/2024	0.00	10,000.00
05/31/2024	912828YV6	US TREASURY 1.500 11/30/24	0.00	11/30/2024	0.00	37,500.00
05/31/2024	91282CHD6	US TREASURY 4.250 05/31/25	0.00	05/31/2025	0.00	255,000.00
06/03/2024	172404911A	East West Bank	0.00	08/03/2024	0.00	19,040.56
06/10/2024	3133ENGQ7	FED FARM CR BNKS 0.920 12/09/24	0.00	12/09/2024	0.00	23,000.00
06/12/2024	3130AWKM1	FHLBANKS 4.750 12/12/25	0.00	12/12/2025	0.00	118,750.00
06/13/2024	3130A5R35	FHLBANKS 2.875 06/13/25	0.00	06/13/2025	0.00	71,875.00
06/14/2024	3130ATVC8	FEDERAL HOME LOAN BANKS 4.875 06/14/2024	0.00	06/14/2024	0.00	121,875.00
06/17/2024	91282CDN8	US TREASURY 1.000 12/15/24	0.00	12/15/2024	0.00	47,500.00
06/20/2024	3130AQCM3	FHLBANKS 1.000 12/20/24 '24	0.00	12/20/2024	0.00	5,000.00
06/28/2024	3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	0.00	06/28/2024	0.00	10,000.00
COUPON TOTAL			0.00		0.00	1,214,747.92
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
04/05/2024	3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.33 04/05/2024	-5,000,000.00	04/05/2024	-5,000,000.00	5,000,000.00
04/09/2024	62479LD93	MUFG Bank, Ltd., New York Branch 0.0 04/09/2024	-5,000,000.00	04/09/2024	-5,000,000.00	5,000,000.00

Cash Reconciliation Report

04/15/2024	3130ALVY7	FEDERAL HOME LOAN BANKS	-5,000,000.00	04/15/2024	-5,000,000.00	5,000,000.00
04/19/2024	313384VU0	FEDERAL HOME LOAN BANKS 0.0 04/19/2024	-5,000,000.00	04/19/2024	-5,000,000.00	5,000,000.00
04/22/2024	87019RDN3	Swedbank AB (publ) 0.0 04/22/2024	-5,000,000.00	04/22/2024	-5,000,000.00	5,000,000.00
04/25/2024	3133EPGX7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.875 04/25/2024	-5,000,000.00	04/25/2024	-5,000,000.00	5,000,000.00
04/30/2024	3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024	-5,000,000.00	04/30/2024	-5,000,000.00	5,000,000.00
05/24/2024	3130AMEZ1	FEDERAL HOME LOAN BANKS 0.4 05/24/2024	-5,000,000.00	05/24/2024	-5,000,000.00	5,000,000.00
06/14/2024	3130ATVC8	FEDERAL HOME LOAN BANKS 4.875 06/14/2024	-5,000,000.00	06/14/2024	-5,000,000.00	5,000,000.00
06/28/2024	3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	-5,000,000.00	06/28/2024	-5,000,000.00	5,000,000.00
MATURITY TOTAL			-50,000,000.00		-50,000,000.00	50,000,000.00
GO 2018-SENIOR CENTER						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
06/20/2024	3130AQCM3	FHLBANKS 1.000 12/20/24 '24	0.00	12/20/2024	0.00	7,500.00
COUPON TOTAL			0.00		0.00	7,500.00
GO						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
05/31/2024	240000062A	Texas Capital Bank	56,358.39	08/16/2024	56,358.39	-56,358.39
BUY TOTAL			56,358.39		56,358.39	-56,358.39
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
05/16/2024	240000062A	Texas Capital Bank	0.00	08/16/2024	0.00	56,358.39
COUPON TOTAL			0.00		0.00	56,358.39

Transaction Statement

GENERAL CONSOLIDATED									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	04/03/2024	04/03/2024	172404911A	East West Bank 5.52% 08/03/2024	18,865.72	18,865.72	0.00	(18,865.72)	5.52
	04/26/2024	04/26/2024	3135G0Q22	FANNIE MAE 1.875 09/24/26	6,000,000.00	5,584,680.00	10,000.00	(5,594,680.00)	4.96
	04/29/2024	04/29/2024	3130AVBC5	FHLBANKS 4.500 03/12/27	6,000,000.00	5,935,588.44	35,250.00	(5,970,838.44)	4.90
	04/29/2024	04/29/2024	3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	6,000,000.00	5,981,940.00	4,062.50	(5,986,002.50)	5.04
	05/03/2024	05/03/2024	172404911A	East West Bank 5.52% 08/03/2024	19,584.70	19,584.70	0.00	(19,584.70)	5.52
	06/30/2024	06/30/2024	172404911A	East West Bank 5.52% 08/03/2024	19,040.56	19,040.56	77.75	(19,118.31)	5.52
BUY TOTAL					18,057,490.98	17,559,699.42	49,390.25	(17,609,089.67)	4.97

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	04/05/2024	04/05/2024	3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.33 04/05/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
	04/09/2024	04/09/2024	62479LD93	MUFG Bank, Ltd., New York Branch 0.0 04/09/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
	04/15/2024	04/15/2024	3130ALVY7	FEDERAL HOME LOAN BANKS	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
	04/19/2024	04/19/2024	313384VU0	FEDERAL HOME LOAN BANKS 0.0 04/19/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
	04/22/2024	04/22/2024	87019RDN3	Swedbank AB (publ) 0.0 04/22/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
	04/25/2024	04/25/2024	3133EPGX7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.875 04/25/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
	04/30/2024	04/30/2024	3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
	05/24/2024	05/24/2024	3130AMEZ1	FEDERAL HOME LOAN BANKS 0.4 05/24/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
	06/14/2024	06/14/2024	3130ATVC8	FEDERAL HOME LOAN BANKS 4.875 06/14/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
	06/28/2024	06/28/2024	3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
MATURITY TOTAL					(50,000,000.00)	50,000,000.00	50,000,000.00	0.00

GO									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									

Transaction Statement

	05/31/2024	05/31/2024	240000062A	Texas Capital Bank 5.52% 08/16/2024	56,358.39	56,358.39	0.00	(56,358.39)	5.51
BUY TOTAL					56,358.39	56,358.39	0.00	(56,358.39)	5.51

CERTS OF OBLIGATION 2022B

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	06/14/2024	06/14/2024	3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	(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

CERTS OF OBLIGATION 2022A

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	06/14/2024	06/14/2024	3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	(5,500,000.00)	5,500,000.00	5,500,000.00	0.00
MATURITY TOTAL					(5,500,000.00)	5,500,000.00	5,500,000.00	0.00



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 OBLIGATION 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 OBLIGATION 2022A									
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	5,500,000.00	5,522,000.00	22,000.00	5,502,200.09	(2,200.09)	0.00	(22,000.00)	0.00
TOTAL		5,500,000.00	5,522,000.00	0.00	5,502,200.09	(2,200.09)	0.00	(22,000.00)	0.00
CERTS OF OBLIGATION 2022B									
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	5,000,000.00	5,020,000.00	20,000.00	5,002,000.08	(2,000.08)	0.00	(20,000.00)	0.00
TOTAL		5,000,000.00	5,020,000.00	0.00	5,002,000.08	(2,000.08)	0.00	(20,000.00)	0.00
GENERAL									
13607EHW2	CDN IMPERIAL 08/30/24	5,000,000.00	4,806,775.00	(193,225.00)	4,888,637.50	67,112.50	4,955,750.00	148,975.00	(44,250.00)
172404911A	East West Bank 5.52% 08/03/2024	4,206,584.81	4,206,584.81	0.00	4,149,093.83	0.00	4,206,584.81	0.00	0.00
3135GOQ22	FANNIE MAE 1.875 09/24/26	6,000,000.00	5,584,680.00	(415,320.00)	0.00	31,113.64	5,615,793.64	31,113.64	(384,206.36)
31422XMV1	FARMER MAC 0.500 10/04/24 '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
3133ENGQ7	FED FARM CR BNKS 0.920 12/09/24	5,000,000.00	4,999,000.00	(1,000.00)	4,999,770.07	83.03	4,999,853.10	853.10	(146.90)
3133ENG20	FED FARM CR BNKS 3.300 08/15/24	5,000,000.00	4,998,560.00	(1,440.00)	4,999,731.59	179.59	4,999,911.19	1,351.19	(88.81)
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	6,000,000.00	5,981,940.00	(18,060.00)	0.00	1,569.35	5,983,509.35	1,569.35	(16,490.65)
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	0.00	6,250.00	0.00
3133EPGX7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.875 04/25/2024	5,000,000.00	5,006,051.50	6,051.50	5,000,419.75	(419.75)	0.00	(6,051.50)	0.00
3130ALVY7	FEDERAL HOME LOAN BANKS	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00	0.00	0.00
313384VU0	FEDERAL HOME LOAN BANKS 0.0 04/19/2024	5,000,000.00	4,775,800.00	(224,200.00)	4,988,600.00	11,400.00	0.00	224,200.00	0.00
3130AMEZ1	FEDERAL HOME LOAN BANKS 0.4 05/24/2024	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00	0.00	0.00



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
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00	0.00	0.00
3130ATVC8	FEDERAL HOME LOAN BANKS 4.875 06/14/2024	5,000,000.00	5,009,250.00	9,250.00	5,001,368.83	(1,368.83)	0.00	(9,250.00)	0.00
3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00	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)	4,879,781.73	24,976.85	4,904,758.59	55,238.59	(95,241.41)
3130AVBC5	FHLBANKS 4.500 03/12/27	6,000,000.00	5,935,588.44	(64,411.56)	0.00	3,875.77	5,939,464.21	3,875.77	(60,535.79)
3130AWKM1	FHLBANKS 4.750 12/12/25	5,000,000.00	5,040,455.00	40,455.00	5,036,037.50	(5,289.38)	5,030,748.13	(9,706.88)	30,748.13
3130AYXH4	FHLBANKS 4.940 01/06/25	9,500,000.00	9,492,305.00	(7,695.00)	9,493,245.77	2,195.13	9,495,440.89	3,135.89	(4,559.11)
3130AYZ90	FHLBANKS 5.000 02/14/25	9,500,000.00	9,499,050.00	(950.00)	9,499,153.49	241.48	9,499,394.97	344.97	(605.03)
3130AXAF5	FHLBANKS 5.375 09/18/24	10,000,000.00	9,993,300.00	(6,700.00)	9,996,884.60	1,667.66	9,998,552.25	5,252.25	(1,447.75)
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)	7,283,750.00	98,393.75	7,382,143.75	140,562.50	(117,856.25)
62479LD93	MUFG Bank, Ltd., New York Branch 0.0 04/09/2024	5,000,000.00	4,851,950.00	(148,050.00)	4,993,733.33	6,266.67	0.00	148,050.00	0.00
87019RDN3	Swedbank AB (publ) 0.0 04/22/2024	5,000,000.00	4,842,047.22	(157,952.78)	4,983,579.17	16,420.83	0.00	157,952.78	0.00
91282CDN8	US TREASURY 1.000 12/15/24	9,500,000.00	9,195,332.03	(304,667.97)	9,235,338.94	93,349.44	9,328,688.38	133,356.35	(171,311.62)
912828YV6	US TREASURY 1.500 11/30/24	5,000,000.00	4,828,906.25	(171,093.75)	4,882,554.29	43,981.73	4,926,536.02	97,629.76	(73,463.98)
9128282U3	US TREASURY 1.875 08/31/24	5,000,000.00	4,955,664.06	(44,335.94)	4,992,445.00	4,523.06	4,996,968.06	41,304.00	(3,031.94)
91282CEH0	US TREASURY 2.625 04/15/25	12,000,000.00	11,709,843.75	(290,156.25)	11,725,076.95	66,010.55	11,791,087.50	81,243.75	(208,912.50)
91282CHD6	US TREASURY 4.250 05/31/25	12,000,000.00	11,913,750.00	(86,250.00)	11,917,811.10	17,598.09	11,935,409.19	21,659.19	(64,590.81)
TOTAL		193,206,584.81	190,711,684.32	(2,510,201.99)	173,947,013.45	483,881.17	141,990,594.04	1,278,909.72	(1,215,990.77)

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

240000062A	Texas Capital Bank 5.52% 08/16/2024	4,169,220.24	4,169,220.24	0.00	4,112,861.85	0.00	4,169,220.24	0.00	0.00
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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		4,169,220.24	4,169,220.24	0.00	4,112,861.85	0.00	4,169,220.24	0.00	0.00
GRAND TOTAL		211,875,805.05	209,422,904.56	(2,510,201.99)	192,564,075.47	479,681.00	150,159,814.28	1,236,909.72	(1,215,990.77)



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	2024-06-30	5,835,229.82	5,835,229.82	0.00	0.00	77,751.46	77,751.46	0.00
TOTAL			5,835,229.82	5,835,229.82	0.00	0.00	77,751.46	77,751.46	0.00
CERTS OF OBLIGATION 2016									
3130AQM3	FHLBANKS 1.000 12/20/24 '24	2021-12-20	2,500,000.00	2,500,000.00	7,013.89	0.00	6,250.00	12,500.00	763.89
TEXSTAR	TexSTAR	2024-06-30	967,283.08	967,283.08	0.00	0.00	12,688.94	12,688.94	0.00
TOTAL			3,467,283.08	3,467,283.08	7,013.89	0.00	18,938.94	25,188.94	763.89
CERTS OF OBLIGATION 2018A									
TEXSTAR	TexSTAR	2024-06-30	3,082,068.91	3,082,068.91	0.00	0.00	40,705.96	40,705.96	0.00
TOTAL			3,082,068.91	3,082,068.91	0.00	0.00	40,705.96	40,705.96	0.00
CERTS OF OBLIGATION 2018B									
TEXSTAR	TexSTAR	2024-06-30	405,738.83	405,738.83	0.00	0.00	5,293.27	5,293.27	0.00
TOTAL			405,738.83	405,738.83	0.00	0.00	5,293.27	5,293.27	0.00
CERTS OF OBLIGATION 2022A									
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	2022-06-03	0.00	0.00	46,998.26	0.00	32,064.24	79,062.50	0.00
TEXPOOL	TexPool	2024-06-30	8,252,876.08	8,252,876.08	0.00	0.00	108,316.87	108,316.87	0.00
TOTAL			8,252,876.08	8,252,876.08	46,998.26	0.00	140,381.11	187,379.37	0.00
CERTS OF OBLIGATION 2022B									
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	2022-06-03	0.00	0.00	42,725.69	0.00	29,149.31	71,875.00	0.00
TEXSTAR	TexSTAR	2024-06-30	8,272,533.63	8,272,533.63	0.00	0.00	86,729.88	86,729.88	0.00
TOTAL			8,272,533.63	8,272,533.63	42,725.69	0.00	115,879.19	158,604.88	0.00



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
CO 2024A									
TEXPOOL	TexPool	2024-06-30	10,018,938.86	10,018,938.86	0.00	0.00	18,938.86	18,938.86	0.00
TOTAL			10,018,938.86	10,018,938.86	0.00	0.00	18,938.86	18,938.86	0.00
CO 2024B									
TEXPOOL	TexPool	2024-06-30	23,544,506.32	23,544,506.32	0.00	0.00	44,506.32	44,506.32	0.00
TOTAL			23,544,506.32	23,544,506.32	0.00	0.00	44,506.32	44,506.32	0.00
DEBT SERVICE									
TEXPOOL	TexPool	2024-06-30	25,762,053.96	25,762,053.96	0.00	0.00	336,612.93	336,612.93	0.00
TOTAL			25,762,053.96	25,762,053.96	0.00	0.00	336,612.93	336,612.93	0.00
GENERAL CONSOLIDATED									
13607EHW2	CDN IMPERIAL 08/30/24	2023-12-12	5,000,000.00	4,806,775.00	0.00	0.00	0.00	0.00	0.00
172404911A	East West Bank 5.52% 08/03/2024	2023-08-03	4,206,584.81	4,206,584.81	18,196.90	77.75	57,029.20	57,490.98	17,812.87
3135G0Q22	FANNIE MAE 1.875 09/24/26	2024-04-26	6,000,000.00	5,584,680.00	0.00	10,000.00	20,312.50	0.00	30,312.50
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	2021-10-04	5,000,000.00	5,000,000.00	12,291.67	0.00	6,250.00	12,500.00	6,041.67
3133ENGQ7	FED FARM CR BNKS 0.920 12/09/24	2021-12-09	5,000,000.00	4,999,000.00	14,311.11	0.00	11,500.00	23,000.00	2,811.11
3133ENG20	FED FARM CR BNKS 3.300 08/15/24	2022-08-15	5,000,000.00	4,998,560.00	21,083.33	0.00	41,250.00	0.00	62,333.33
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	2024-04-29	6,000,000.00	5,981,940.00	0.00	4,062.50	50,375.00	0.00	54,437.50
3133EMVD1	FEDERAL FARM CREDIT BANKS FUND- ING CORP 0.33 04/05/2024	2021-04-05	0.00	0.00	8,066.67	0.00	183.33	8,250.00	0.00
3133EPGX7	FEDERAL FARM CREDIT BANKS FUND- ING CORP 4.875 04/25/2024	2023-05-12	0.00	0.00	105,625.00	0.00	16,250.00	121,875.00	0.00
3130ALVY7	FEDERAL HOME LOAN BANKS	2021-04-15	0.00	0.00	9,222.22	0.00	777.78	10,000.00	0.00
3130AMEZ1	FEDERAL HOME LOAN BANKS 0.4 05/24/2024	2021-05-28	0.00	0.00	7,055.56	0.00	2,944.44	10,000.00	0.00
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	2021-06-28	0.00	0.00	5,166.67	0.00	4,833.33	10,000.00	0.00
3130ATVC8	FEDERAL HOME LOAN BANKS 4.875 06/14/2024	2023-01-30	0.00	0.00	72,447.92	0.00	49,427.08	121,875.00	0.00
3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024	2023-04-05	0.00	0.00	125,888.89	0.00	20,743.06	146,631.94	0.00



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	2021-08-30	5,000,000.00	5,000,000.00	2,291.67	0.00	6,250.00	0.00	8,541.67
3130AQM3	FHLBANKS 1.000 12/20/24 '24	2021-12-20	1,000,000.00	1,000,000.00	2,805.56	0.00	2,500.00	5,000.00	305.56
3130A5R35	FHLBANKS 2.875 06/13/25	2023-12-12	5,000,000.00	4,849,520.00	43,125.00	0.00	35,937.50	71,875.00	7,187.50
3130AVBC5	FHLBANKS 4.500 03/12/27	2024-04-29	6,000,000.00	5,935,588.44	0.00	35,250.00	46,500.00	0.00	81,750.00
3130AWKM1	FHLBANKS 4.750 12/12/25	2024-01-16	5,000,000.00	5,040,455.00	71,909.72	0.00	59,375.00	118,750.00	12,534.72
3130AYXH4	FHLBANKS 4.940 01/06/25	2024-02-22	9,500,000.00	9,492,305.00	63,876.94	13,036.11	117,325.00	0.00	181,201.94
3130AYZ90	FHLBANKS 5.000 02/14/25	2024-02-22	9,500,000.00	9,499,050.00	62,013.89	10,555.56	118,750.00	0.00	180,763.89
3130AXAF5	FHLBANKS 5.375 09/18/24	2023-09-18	10,000,000.00	9,993,300.00	19,409.72	0.00	134,375.00	0.00	153,784.72
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	2022-07-14	5,000,000.00	5,000,000.00	42,777.78	0.00	50,000.00	0.00	92,777.78
591508172	Frost Bank Public Fund Checking Account	2024-06-30	39,287.16	39,287.16	0.00	0.00	0.00	0.00	0.00
37292142	Invesco Treasury Account	2024-06-30	4,351,660.37	4,351,660.37	0.00	0.00	78,097.66	78,097.66	0.00
62479LKJ3	MUFG BANK NY 10/18/24	2024-02-22	7,500,000.00	7,241,581.25	0.00	0.00	0.00	0.00	0.00
26MEED	NexBank IntraFi Cash Service	2024-06-30	5,512,530.86	5,512,530.86	0.00	0.00	75,745.62	75,745.62	0.00
49-4797-0104	PNC Corporate Business Account	2024-06-30	939.39	939.39	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-06-30	55,721,537.11	55,721,537.11	0.00	0.00	517,428.97	517,428.97	0.00
TEXSTAR	TexSTAR	2024-06-30	2,237,969.05	2,237,969.05	0.00	0.00	30,124.28	30,124.28	0.00
3111062380	Texas Capital Bank GNI Tiered Money Market	2024-06-30	217,504.61	217,504.61	0.00	0.00	1,970.21	1,970.21	0.00
TXRANGE	Texas Range TexasDAILY Fund	2024-06-30	1,220,359.17	1,220,359.17	0.00	0.00	15,949.77	15,949.77	0.00
91282CDN8	US TREASURY 1.000 12/15/24	2024-02-22	9,500,000.00	9,195,332.03	28,032.79	0.00	23,620.22	47,500.00	4,153.01
912828YV6	US TREASURY 1.500 11/30/24	2023-12-12	5,000,000.00	4,828,906.25	25,204.92	0.00	18,647.54	37,500.00	6,352.46
9128282U3	US TREASURY 1.875 08/31/24	2022-03-23	5,000,000.00	4,955,664.06	8,152.17	0.00	23,182.74	0.00	31,334.92
91282CEH0	US TREASURY 2.625 04/15/25	2024-03-11	12,000,000.00	11,709,843.75	145,450.82	0.00	78,319.67	157,500.00	66,270.49
91282CHD6	US TREASURY 4.250 05/31/25	2024-03-11	12,000,000.00	11,913,750.00	171,393.44	0.00	126,803.28	255,000.00	43,196.72
TOTAL			212,508,372.53	210,534,623.32	1,085,800.35	72,981.92	1,842,778.19	1,934,064.43	1,043,904.35

GO 2016-TRANSPORTATION

TEXSTAR	TexSTAR	2024-06-30	0.00	0.00	0.00	0.00	1,319.32	1,319.32	0.00
TOTAL			0.00	0.00	0.00	0.00	1,319.32	1,319.32	0.00



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
GO 2016-SENIOR CENTER									
TEXSTAR	TexSTAR	2024-06-30	15,038.29	15,038.29	0.00	0.00	197.26	197.26	0.00
TOTAL			15,038.29	15,038.29	0.00	0.00	197.26	197.26	0.00
GO 2018-PARKS									
TEXSTAR	TexSTAR	2024-06-30	281,260.82	281,260.82	0.00	0.00	3,689.62	3,689.62	0.00
TOTAL			281,260.82	281,260.82	0.00	0.00	3,689.62	3,689.62	0.00
GO 2018-REC CENTER									
TEXSTAR	TexSTAR	2024-06-30	1,974,029.52	1,974,029.52	0.00	0.00	25,895.52	25,895.52	0.00
TOTAL			1,974,029.52	1,974,029.52	0.00	0.00	25,895.52	25,895.52	0.00
GO 2018-SENIOR CENTER									
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	2021-12-20	1,500,000.00	1,500,000.00	4,208.33	0.00	3,750.00	7,500.00	458.33
TEXSTAR	TexSTAR	2024-06-30	2,560,531.12	2,560,531.12	0.00	0.00	33,674.80	33,674.80	0.00
TOTAL			4,060,531.12	4,060,531.12	4,208.33	0.00	37,424.80	41,174.80	458.33
GO 2018-TRANSPORTATION									
TEXSTAR	TexSTAR	2024-06-30	5,086,145.39	5,086,145.39	0.00	0.00	80,285.78	80,285.78	0.00
240000062A	Texas Capital Bank 5.52% 08/16/2024	2023-08-16	4,169,220.24	4,169,220.24	27,990.00	0.00	57,372.46	56,358.39	29,004.07
TOTAL			9,255,365.63	9,255,365.63	27,990.00	0.00	137,658.24	136,644.17	29,004.07
PID CRYSTAL SPRINGS									
14956P836	CAVANAL HILL:GS MM;ADMN	2024-06-30	994,023.46	994,023.46	0.00	0.00	12,261.95	12,261.95	0.00
TOTAL			994,023.46	994,023.46	0.00	0.00	12,261.95	12,261.95	0.00
PID DEERBROOKE NIA									
60934N153	FEDERATED HRMS GV O;TR	2024-06-30	873,294.88	873,294.88	0.00	0.00	10,674.34	10,674.34	0.00

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	2024-06-30	118.93	118.93	0.00	0.00	1.82	1.82	0.00
TOTAL			873,413.81	873,413.81	0.00	0.00	10,676.16	10,676.16	0.00
PID DEERBROOKE SIA									
60934N153	FEDERATED HRMS GV O;TR	2024-06-30	1,415,230.72	1,415,230.72	0.00	0.00	17,296.86	17,296.86	0.00
TEXPOOL	TexPool	2024-06-30	158,631.03	158,631.03	0.00	0.00	2,067.64	2,067.64	0.00
TOTAL			1,573,861.75	1,573,861.75	0.00	0.00	19,364.50	19,364.50	0.00
PID OAK CREEK									
14956P836	CAVANAL HILL:GS MM;ADMN	2024-06-30	712,116.73	712,116.73	0.00	0.00	8,699.99	8,699.99	0.00
TOTAL			712,116.73	712,116.73	0.00	0.00	8,699.99	8,699.99	0.00
GRAND TOTAL			320,889,243.15	318,915,493.94	1,214,736.53	72,981.92	2,898,973.58	3,088,969.71	1,074,130.64



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	5,835,229.82	5,915,290.61	5,835,229.82	06/30/2024	5.34	5.31	77,751.46	0.00	0.00	77,751.46
TOTAL		5,835,229.82	5,915,290.61	5,835,229.82		5.34	5.31	77,751.46	0.00	0.00	77,751.46
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	967,283.08	954,594.14	967,283.08	06/30/2024	5.30	5.31	12,688.94	0.00	0.00	12,688.94
TOTAL		3,467,283.08	3,454,594.14	3,467,283.08		2.22	2.22	18,938.94	0.00	0.00	18,938.94
CERTS OF OBLIGATION 2018A											
TEXSTAR	TexSTAR	3,082,068.91	3,085,651.45	3,082,068.91	06/30/2024	5.30	5.31	40,705.96	0.00	0.00	40,705.96
TOTAL		3,082,068.91	3,085,651.45	3,082,068.91		5.30	5.31	40,705.96	0.00	0.00	40,705.96
CERTS OF OBLIGATION 2018B											
TEXSTAR	TexSTAR	405,738.83	380,188.56	405,738.83	06/30/2024	5.30	5.31	5,293.27	0.00	0.00	5,293.27
TOTAL		405,738.83	380,188.56	405,738.83		5.30	5.31	5,293.27	0.00	0.00	5,293.27
CERTS OF OBLIGATION 2022A											
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	0.00	5,502,200.09	0.00	06/14/2024	2.88	2.67	32,064.24	(2,200.09)	0.00	29,864.14
TEXPOOL	TexPool	8,252,876.08	8,135,461.83	8,252,876.08	06/30/2024	5.34	5.31	108,316.87	0.00	0.00	108,316.87
TOTAL		8,252,876.08	13,637,661.92	8,252,876.08		5.34	5.31	140,381.11	(2,200.09)	0.00	138,181.01
CERTS OF OBLIGATION 2022B											
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	0.00	5,002,000.08	0.00	06/14/2024	2.88	2.67	29,149.31	(2,000.08)	0.00	27,149.22
TEXSTAR	TexSTAR	8,272,533.63	4,553,799.69	8,272,533.63	06/30/2024	5.30	5.31	86,729.88	0.00	0.00	86,729.88
TOTAL		8,272,533.63	9,555,799.77	8,272,533.63		5.30	5.31	115,879.19	(2,000.08)	0.00	113,879.10



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
CO 2024A											
TEXPOOL	TexPool	10,018,938.86	0.00	10,018,938.86	06/30/2024	5.34	5.31	18,938.86	0.00	0.00	18,938.86
TOTAL		10,018,938.86	0.00	10,018,938.86		5.34	5.31	18,938.86	0.00	0.00	18,938.86
CO 2024B											
TEXPOOL	TexPool	23,544,506.32	0.00	23,544,506.32	06/30/2024	5.34	5.31	44,506.32	0.00	0.00	44,506.32
TOTAL		23,544,506.32	0.00	23,544,506.32		5.34	5.31	44,506.32	0.00	0.00	44,506.32
DEBT SERVICE											
TEXPOOL	TexPool	25,762,053.96	25,115,092.91	25,762,053.96	06/30/2024	5.34	5.31	336,612.93	0.00	0.00	336,612.93
TOTAL		25,762,053.96	25,115,092.91	25,762,053.96		5.34	5.31	336,612.93	0.00	0.00	336,612.93
GENERAL CONSOLIDATED											
13607EHW2	CDN IMPERIAL 08/30/24	5,000,000.00	4,888,637.50	4,955,750.00	08/30/2024	0.00	5.49	0.00	67,112.50	0.00	67,112.50
172404911A	East West Bank 5.52% 08/03/2024	4,206,584.81	4,149,093.83	4,206,584.81	08/03/2024	5.52	5.52	57,029.20	0.00	0.00	57,029.20
26MEED	NexBank IntraFi Cash Service	5,512,530.86	5,436,785.24	5,512,530.86	06/30/2024	5.32	5.55	75,745.62	0.00	0.00	75,745.62
3111062380	Texas Capital Bank GNI Tiered Money Market	217,504.61	215,534.40	217,504.61	06/30/2024	3.07	0.00	1,970.21	0.00	0.00	1,970.21
3130A5R35	FHLBANKS 2.875 06/13/25	5,000,000.00	4,879,781.73	4,904,758.59	06/13/2025	2.88	4.98	35,937.50	24,976.85	0.00	60,914.35
3130ALVY7	FEDERAL HOME LOAN BANKS	0.00	5,000,000.00	0.00	04/15/2024	0.40	0.40	777.78	0.00	0.00	777.78
3130AMEZ1	FEDERAL HOME LOAN BANKS 0.4 05/24/2024	0.00	5,000,000.00	0.00	05/24/2024	0.40	0.40	2,944.44	0.00	0.00	2,944.44
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	0.00	5,000,000.00	0.00	06/28/2024	0.40	0.40	4,833.33	0.00	0.00	4,833.33
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
3130ATVC8	FEDERAL HOME LOAN BANKS 4.875 06/14/2024	0.00	5,001,368.83	0.00	06/14/2024	4.88	4.72	49,427.08	(1,368.83)	0.00	48,058.25
3130AVBC5	FHLBANKS 4.500 03/12/27	6,000,000.00	0.00	5,939,464.21	03/12/2027	4.50	4.90	46,500.00	3,875.77	0.00	50,375.77
3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024	0.00	5,000,000.00	0.00	04/30/2024	5.15	5.15	20,743.06	0.00	0.00	20,743.06
3130AWKM1	FHLBANKS 4.750 12/12/25	5,000,000.00	5,036,037.50	5,030,748.13	12/12/2025	4.75	4.30	59,375.00	(5,289.38)	0.00	54,085.62



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
3130AXAF5	FHLBANKS 5.375 09/18/24	10,000,000.00	9,996,884.60	9,998,552.25	09/18/2024	5.38	5.44	134,375.00	1,667.66	0.00	136,042.66
3130AYXH4	FHLBANKS 4.940 01/06/25	9,500,000.00	9,493,245.77	9,495,440.89	01/06/2025	4.94	5.04	117,325.00	2,195.13	0.00	119,520.13
3130AYZ90	FHLBANKS 5.000 02/14/25	9,500,000.00	9,499,153.49	9,499,394.97	02/14/2025	5.00	5.01	118,750.00	241.48	0.00	118,991.48
313384VU0	FEDERAL HOME LOAN BANKS 0.0 04/19/2024	0.00	4,988,600.00	0.00	04/19/2024	0.00	4.72	0.00	11,400.00	0.00	11,400.00
3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.33 04/05/2024	0.00	5,000,000.00	0.00	04/05/2024	0.33	0.37	183.33	0.00	0.00	183.33
3133ENG20	FED FARM CR BNKS 3.300 08/15/24	5,000,000.00	4,999,731.59	4,999,911.19	08/15/2024	3.30	3.32	41,250.00	179.59	0.00	41,429.59
3133ENGQ7	FED FARM CR BNKS 0.920 12/09/24	5,000,000.00	4,999,770.07	4,999,853.10	12/09/2024	0.92	0.93	11,500.00	83.03	0.00	11,583.03
3133EPGX7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.875 04/25/2024	0.00	5,000,419.75	0.00	04/25/2024	4.88	4.74	16,250.00	(419.75)	0.00	15,830.25
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	6,000,000.00	0.00	5,983,509.35	04/24/2026	4.88	5.04	50,375.00	1,569.35	0.00	51,944.35
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
3135GOQ22	FANNIE MAE 1.875 09/24/26	6,000,000.00	0.00	5,615,793.64	09/24/2026	1.88	4.96	20,312.50	31,113.64	0.00	51,426.14
31422XMV1	FARMER MAC 0.500 10/04/24 '24 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
37292142	Invesco Treasury Account	4,351,660.37	6,081,562.71	4,351,660.37	06/30/2024	4.44	4.73	78,097.66	0.00	0.00	78,097.66
49-4797-0104	PNC Corporate Business Account	939.39	960.08	939.39	06/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
591508172	Frost Bank Public Fund Checking Account	39,287.16	11,445.34	39,287.16	06/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
62479LD93	MUFG Bank, Ltd., New York Branch 0.0 04/09/2024	0.00	4,993,733.33	0.00	04/09/2024	0.00	5.81	0.00	6,266.67	0.00	6,266.67
62479LKJ3	MUFG BANK NY 10/18/24	7,500,000.00	7,283,750.00	7,382,143.75	10/18/2024	0.00	5.35	0.00	98,393.75	0.00	98,393.75
87019RDN3	Swedbank AB (publ) 0.0 04/22/2024	0.00	4,983,579.17	0.00	04/22/2024	0.00	5.80	0.00	16,420.83	0.00	16,420.83
9128282U3	US TREASURY 1.875 08/31/24	5,000,000.00	4,992,445.00	4,996,968.06	08/31/2024	1.88	2.25	23,182.74	4,523.06	0.00	27,705.81
912828YV6	US TREASURY 1.500 11/30/24	5,000,000.00	4,882,554.29	4,926,536.02	11/30/2024	1.50	5.17	18,647.54	43,981.73	0.00	62,629.27
91282CDN8	US TREASURY 1.000 12/15/24	9,500,000.00	9,235,338.94	9,328,688.38	12/15/2024	1.00	5.08	23,620.22	93,349.44	0.00	116,969.66
91282CEH0	US TREASURY 2.625 04/15/25	12,000,000.00	11,725,076.95	11,791,087.50	04/15/2025	2.63	4.92	78,319.67	66,010.55	0.00	144,330.22
91282CHD6	US TREASURY 4.250 05/31/25	12,000,000.00	11,917,811.10	11,935,409.19	05/31/2025	4.25	4.86	126,803.28	17,598.09	0.00	144,401.37
TEXPOOL	TexPool	55,721,537.11	23,935,847.00	55,721,537.11	06/30/2024	5.34	5.31	517,428.97	0.00	0.00	517,428.97
TEXSTAR	TexSTAR	2,237,969.05	2,144,517.80	2,237,969.05	06/30/2024	5.30	5.31	30,124.28	0.00	0.00	30,124.28



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
TXRANGE	Texas Range TexasDAILY Fund	1,220,359.17	1,204,409.40	1,220,359.17	06/30/2024	5.04	5.30	15,949.77	0.00	0.00	15,949.77
TOTAL		212,508,372.53	212,978,075.42	211,292,381.76		3.77	4.67	1,842,778.19	483,881.17	0.00	2,326,659.36

GO 2016-TRANSPORTATION

TEXSTAR	TexSTAR	0.00	148,433.63	0.00	06/30/2024	5.30	5.31	1,319.32	0.00	0.00	1,319.32
TOTAL		0.00	148,433.63	0.00		5.30	5.31	1,319.32	0.00	0.00	1,319.32

GO 2016-SENIOR CENTER

TEXSTAR	TexSTAR	15,038.29	14,841.03	15,038.29	06/30/2024	5.30	5.31	197.26	0.00	0.00	197.26
TOTAL		15,038.29	14,841.03	15,038.29		5.30	5.31	197.26	0.00	0.00	197.26

GO 2018-PARKS

TEXSTAR	TexSTAR	281,260.82	277,571.20	281,260.82	06/30/2024	5.30	5.31	3,689.62	0.00	0.00	3,689.62
TOTAL		281,260.82	277,571.20	281,260.82		5.30	5.31	3,689.62	0.00	0.00	3,689.62

GO 2018-REC CENTER

TEXSTAR	TexSTAR	1,974,029.52	1,948,134.00	1,974,029.52	06/30/2024	5.30	5.31	25,895.52	0.00	0.00	25,895.52
TOTAL		1,974,029.52	1,948,134.00	1,974,029.52		5.30	5.31	25,895.52	0.00	0.00	25,895.52

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	2,560,531.12	2,533,671.74	2,560,531.12	06/30/2024	5.30	5.31	33,674.80	0.00	0.00	33,674.80
TOTAL		4,060,531.12	4,033,671.74	4,060,531.12		3.73	3.74	37,424.80	0.00	0.00	37,424.80

GO 2018-TRANSPORTATION

240000062A	Texas Capital Bank 5.52% 08/16/2024	4,169,220.24	4,112,861.85	4,169,220.24	08/16/2024	5.52	5.48	57,372.46	0.00	0.00	57,372.46
TEXSTAR	TexSTAR	5,086,145.39	6,089,469.72	5,086,145.39	06/30/2024	5.30	5.31	80,285.78	0.00	0.00	80,285.78
TOTAL		9,255,365.63	10,202,331.57	9,255,365.63		5.40	5.39	137,658.24	0.00	0.00	137,658.24



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
PID CRYSTAL SPRINGS											
14956P836	CAVANAL HILL:GS MM;ADMN	994,023.46	982,467.09	994,023.46	06/30/2024	4.66	4.93	12,261.95	0.00	0.00	12,261.95
TOTAL		994,023.46	982,467.09	994,023.46		4.66	4.93	12,261.95	0.00	0.00	12,261.95
PID DEERBROOKE NIA											
60934N153	FEDERATED HRMS GV O;TR	873,294.88	866,853.15	873,294.88	06/30/2024	4.66	4.93	10,674.34	0.00	0.00	10,674.34
TEXPOOL	TexPool	118.93	117.11	118.93	06/30/2024	5.34	5.31	1.82	0.00	0.00	1.82
TOTAL		873,413.81	866,970.26	873,413.81		4.66	4.93	10,676.16	0.00	0.00	10,676.16
PID DEERBROOKE SIA											
60934N153	FEDERATED HRMS GV O;TR	1,415,230.72	1,398,630.38	1,415,230.72	06/30/2024	4.67	4.93	17,296.86	0.00	0.00	17,296.86
TEXPOOL	TexPool	158,631.03	153,395.85	158,631.03	06/30/2024	5.34	5.31	2,067.64	0.00	0.00	2,067.64
TOTAL		1,573,861.75	1,552,026.23	1,573,861.75		4.74	4.97	19,364.50	0.00	0.00	19,364.50
PID OAK CREEK											
14956P836	CAVANAL HILL:GS MM;ADMN	712,116.73	702,479.22	712,116.73	06/30/2024	4.66	4.93	8,699.99	0.00	0.00	8,699.99
TOTAL		712,116.73	702,479.22	712,116.73		4.66	4.93	8,699.99	0.00	0.00	8,699.99
GRAND TOTAL		320,889,243.15	294,851,280.75	319,673,252.38		4.24	4.83	2,898,973.58	479,681.00	0.00	3,378,654.58



Projected Cashflows

For the Period July 01, 2024 to December 31, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
2016 CO				
DEC 2024				
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/20/2024	Final Maturity	2,500,000.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/20/2024	Coupon	12,500.00
DEC 2024 TOTAL				2,512,500.00
2016 CO TOTAL				2,512,500.00

GENERAL CONSOLIDATED				
JUL 2024				
172404911A	East West Bank	07/03/2024	Coupon	18,998.84
3130AYXH4	FHLBANKS 4.940 01/06/25	07/08/2024	Coupon	187,720.00
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	07/15/2024	Coupon	100,000.00
JUL 2024 TOTAL				306,718.84
AUG 2024				
172404911A	East West Bank	08/05/2024	Maturity	4,206,584.81
172404911A	East West Bank	08/05/2024	Coupon	19,721.40
3130AYZ90	FHLBANKS 5.000 02/14/25	08/14/2024	Coupon	237,500.00
3133ENG20	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.3 08/15/2024	08/15/2024	Coupon	82,500.00
3133ENG20	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.3 08/15/2024	08/15/2024	Final Maturity	5,000,000.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	08/28/2024	Final Maturity	5,000,000.00
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
AUG 2024 TOTAL				19,558,806.21
SEP 2024				
9128282U3	US TREASURY 1.875 08/31/24	09/03/2024	Coupon	46,875.00



Projected Cashflows

For the Period July 01, 2024 to December 31, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
9128282U3	US TREASURY 1.875 08/31/24	09/03/2024	Final Maturity	5,000,000.00
3130AVBC5	FHLBANKS 4.500 03/12/27	09/12/2024	Coupon	135,000.00
3130AXAF5	FHLBANKS 5.375 09/18/24	09/18/2024	Coupon	268,750.00
3130AXAF5	FHLBANKS 5.375 09/18/24	09/18/2024	Final Maturity	10,000,000.00
3135G0Q22	FANNIE MAE 1.875 09/24/26	09/24/2024	Coupon	56,250.00
SEP 2024 TOTAL				15,506,875.00
OCT 2024				
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	10/04/2024	Final Maturity	5,000,000.00
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	10/04/2024	Coupon	12,500.00
91282CEH0	US TREASURY 2.625 04/15/25	10/15/2024	Coupon	157,500.00
62479LKJ3	MUFG BANK NY 10/18/24	10/18/2024	Final Maturity	7,500,000.00
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	10/24/2024	Coupon	146,250.00
OCT 2024 TOTAL				12,816,250.00
DEC 2024				
91282CHD6	US TREASURY 4.250 05/31/25	12/02/2024	Coupon	255,000.00
912828YV6	US TREASURY 1.500 11/30/24	12/02/2024	Final Maturity	5,000,000.00
912828YV6	US TREASURY 1.500 11/30/24	12/02/2024	Coupon	37,500.00
3133ENGQ7	FED FARM CR BNKS 0.920 12/09/24	12/09/2024	Coupon	23,000.00
3133ENGQ7	FED FARM CR BNKS 0.920 12/09/24	12/09/2024	Final Maturity	5,000,000.00
3130AWKM1	FHLBANKS 4.750 12/12/25	12/12/2024	Coupon	118,750.00
3130A5R35	FHLBANKS 2.875 06/13/25	12/13/2024	Coupon	71,875.00
91282CDN8	US TREASURY 1.000 12/15/24	12/16/2024	Final Maturity	9,500,000.00
91282CDN8	US TREASURY 1.000 12/15/24	12/16/2024	Coupon	47,500.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/20/2024	Final Maturity	1,000,000.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/20/2024	Coupon	5,000.00

Projected Cashflows
For the Period July 01, 2024 to December 31, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
DEC 2024 TOTAL				21,058,625.00
GENERAL CONSOLIDATED TOTAL				69,247,275.05
GO 2018				
DEC 2024				
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/20/2024	Coupon	7,500.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/20/2024	Final Maturity	1,500,000.00
DEC 2024 TOTAL				1,507,500.00
GO 2018 TOTAL				1,507,500.00
GO 2018-TRANSPORTATION				
AUG 2024				
240000062A	Texas Capital Bank	08/16/2024	Maturity	4,169,220.24
240000062A	5.52% 08/16/2024	08/16/2024	Coupon	58,008.14
AUG 2024 TOTAL				4,227,228.38
GO 2018-TRANSPORTATION TOTAL				4,227,228.38
GRAND TOTAL				77,494,503.43

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 5,835,229.82	5.31	06/30/2024	77,751.46 77,751.46	5,915,290.61 5,915,290.61	51,203.12	(131,263.91)	(80,060.79) (80,060.79)	5,835,229.82 5,835,229.82
TOTAL		5.31		77,751.46 77,751.46	5,915,290.61 5,915,290.61	51,203.12	(131,263.91)	(80,060.79) (80,060.79)	5,835,229.82 5,835,229.82
CERTS OF OBLIGATION 2016									
TEXSTAR	TexSTAR 967,283.08	5.31	06/30/2024	12,688.94 12,688.94	954,594.14 954,594.14	12,688.94	0.00	12,688.94 12,688.94	967,283.08 967,283.08
3130AQCM3	FHLBANKS 1.000 12/20/24 '24 2,500,000.00	1.00	12/15/2021 12/20/2024	6,250.00 12,500.00	2,500,000.00 2,422,625.00	0.00	0.00	0.00 24,175.00	2,500,000.00 2,446,800.00
TOTAL		2.22		18,938.94 25,188.94	3,454,594.14 3,377,219.14	12,688.94	0.00	12,688.94 36,863.94	3,467,283.08 3,414,083.08
CERTS OF OBLIGATION 2018A									
TEXSTAR	TexSTAR 3,082,068.91	5.31	06/30/2024	40,705.96 40,705.96	3,085,651.45 3,085,651.45	4,467.26	(8,049.80)	(3,582.54) (3,582.54)	3,082,068.91 3,082,068.91
TOTAL		5.31		40,705.96 40,705.96	3,085,651.45 3,085,651.45	4,467.26	(8,049.80)	(3,582.54) (3,582.54)	3,082,068.91 3,082,068.91
CERTS OF OBLIGATION 2018B									
TEXSTAR	TexSTAR 405,738.83	5.31	06/30/2024	5,293.27 5,293.27	380,188.56 380,188.56	25,550.27	0.00	25,550.27 25,550.27	405,738.83 405,738.83
TOTAL		5.31		5,293.27 5,293.27	380,188.56 380,188.56	25,550.27	0.00	25,550.27 25,550.27	405,738.83 405,738.83
CERTS OF OBLIGATION 2022A									
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024 0.00	2.67	06/01/2022 06/14/2024	32,064.24 79,062.50	5,502,200.09 5,470,850.00	0.00	(5,500,000.00)	(5,502,200.09) (5,470,850.00)	0.00 0.00

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE	ENDING BOOK VALUE
					BEGINNING MARKET VALUE			CHANGE IN MARKET VALUE	ENDING MARKET VALUE
TEXPOOL	TexPool 8,252,876.08	5.31	06/30/2024	108,316.87 108,316.87	8,135,461.83 8,135,461.83	117,414.25	0.00	117,414.25 117,414.25	8,252,876.08 8,252,876.08
TOTAL		5.31		140,381.11 187,379.37	13,637,661.92 13,606,311.83	117,414.25	(5,500,000.00)	(5,384,785.84) (5,353,435.75)	8,252,876.08 8,252,876.08

CERTS OF OBLIGATION 2022B									
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024 0.00	2.67	06/01/2022 06/14/2024	29,149.31 71,875.00	5,002,000.08 4,973,500.00	0.00	(5,000,000.00)	(5,002,000.08) (4,973,500.00)	0.00 0.00
TEXSTAR	TexSTAR 8,272,533.63	5.31	06/30/2024	86,729.88 86,729.88	4,553,799.69 4,553,799.69	4,560,569.07	(841,835.13)	3,718,733.94 3,718,733.94	8,272,533.63 8,272,533.63
TOTAL		5.31		115,879.19 158,604.88	9,555,799.77 9,527,299.69	4,560,569.07	(5,841,835.13)	(1,283,266.14) (1,254,766.06)	8,272,533.63 8,272,533.63

CO 2024A									
TEXPOOL	TexPool 10,018,938.86	5.31	06/30/2024 06/30/2024	18,938.86 18,938.86	0.00 0.00	10,018,938.86	0.00	10,018,938.86 10,018,938.86	10,018,938.86 10,018,938.86
TOTAL		5.31		18,938.86 18,938.86	0.00 0.00	10,018,938.86	0.00	10,018,938.86 10,018,938.86	10,018,938.86 10,018,938.86

CO 2024B									
TEXPOOL	TexPool 23,544,506.32	5.31	06/30/2024 06/30/2024	44,506.32 44,506.32	0.00 0.00	23,544,506.32	0.00	23,544,506.32 23,544,506.32	23,544,506.32 23,544,506.32
TOTAL		5.31		44,506.32 44,506.32	0.00 0.00	23,544,506.32	0.00	23,544,506.32 23,544,506.32	23,544,506.32 23,544,506.32

DEBT SERVICE									
TEXPOOL	TexPool 25,762,053.96	5.31	06/30/2024	336,612.93 336,612.93	25,115,092.91 25,115,092.91	646,961.05	0.00	646,961.05 646,961.05	25,762,053.96 25,762,053.96
TOTAL		5.31		336,612.93 336,612.93	25,115,092.91 25,115,092.91	646,961.05	0.00	646,961.05 646,961.05	25,762,053.96 25,762,053.96



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
GENERAL CONSOLIDATED									
3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.33 04/05/2024 0.00	0.37	03/30/2021 04/05/2024	183.33 8,250.00	5,000,000.00 4,997,200.00	0.00	(5,000,000.00)	(5,000,000.00) (4,997,200.00)	0.00 0.00
62479LD93	MUFG Bank, Ltd., New York Branch 0.0 04/09/2024 0.00	5.81	10/03/2023 04/09/2024	0.00 0.00	4,993,733.33 4,993,733.33	0.00	(5,000,000.00)	(4,993,733.33) (4,993,733.33)	0.00 0.00
3130ALVY7	FEDERAL HOME LOAN BANKS 0.00	0.40	03/30/2021 04/15/2024	777.78 10,000.00	5,000,000.00 4,989,350.00	0.00	(5,000,000.00)	(5,000,000.00) (4,989,350.00)	0.00 0.00
313384VU0	FEDERAL HOME LOAN BANKS 0.0 04/19/2024 0.00	4.72	04/27/2023 04/19/2024	0.00 0.00	4,988,600.00 4,937,834.40	0.00	(5,000,000.00)	(4,988,600.00) (4,937,834.40)	0.00 0.00
87019RDN3	Swedbank AB (publ) 0.0 04/22/2024 0.00	5.80	10/03/2023 04/22/2024	0.00 0.00	4,983,579.17 4,983,579.17	0.00	(5,000,000.00)	(4,983,579.17) (4,983,579.17)	0.00 0.00
3133EPGX7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.875 04/25/2024 0.00	4.74	05/10/2023 04/25/2024	16,250.00 121,875.00	5,000,419.75 4,997,650.00	0.00	(5,000,000.00)	(5,000,419.75) (4,997,650.00)	0.00 0.00
3130AVKN1	FEDERAL HOME LOAN BANKS 5.15 04/30/2024 0.00	5.15	04/04/2023 04/30/2024	20,743.06 146,631.94	5,000,000.00 4,995,200.00	0.00	(5,000,000.00)	(5,000,000.00) (4,995,200.00)	0.00 0.00
3130AMEZ1	FEDERAL HOME LOAN BANKS 0.4 05/24/2024 0.00	0.40	05/06/2021 05/24/2024	2,944.44 10,000.00	5,000,000.00 4,960,550.00	0.00	(5,000,000.00)	(5,000,000.00) (4,960,550.00)	0.00 0.00
3130ATVC8	FEDERAL HOME LOAN BANKS 4.875 06/14/2024 0.00	4.72	01/26/2023 06/14/2024	49,427.08 121,875.00	5,001,368.83 4,993,700.00	0.00	(5,000,000.00)	(5,001,368.83) (4,993,700.00)	0.00 0.00
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024 0.00	0.40	06/03/2021 06/28/2024	4,833.33 10,000.00	5,000,000.00 4,935,150.00	0.00	(5,000,000.00)	(5,000,000.00) (4,935,150.00)	0.00 0.00
26MEED	NexBank IntraFi Cash Service 5,512,530.86	5.55	06/30/2024	75,745.62 75,745.62	5,436,785.24 5,436,785.24	75,745.62	0.00	75,745.62 75,745.62	5,512,530.86 5,512,530.86
TEXPOOL	TexPool 55,721,537.11	5.31	06/30/2024	517,428.97 517,428.97	23,935,847.00 23,935,847.00	31,785,690.11	0.00	31,785,690.11 31,785,690.11	55,721,537.11 55,721,537.11
591508172	Frost Bank Public Fund Checking Account 39,287.16	0.00	06/30/2024	0.00 0.00	11,445.34 11,445.34	192,894.23	(165,052.41)	27,841.82 27,841.82	39,287.16 39,287.16
TXRANGE	Texas Range TexasDAILY Fund 1,220,359.17	5.30	06/30/2024	15,949.77 15,949.77	1,204,409.40 1,204,409.40	15,949.77	0.00	15,949.77 15,949.77	1,220,359.17 1,220,359.17
49-4797-0104	PNC Corporate Business Account 939.39	0.00	05/31/2023 06/30/2024	0.00 0.00	960.08 960.08	0.00	(20.69)	(20.69) (20.69)	939.39 939.39
37292142	Invesco Treasury Account 4,351,660.37	4.73	06/30/2024	78,097.66 78,097.66	6,081,562.71 6,081,562.71	470,853.62	(2,200,755.96)	(1,729,902.34) (1,729,902.34)	4,351,660.37 4,351,660.37



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
3111062380	Texas Capital Bank GNI Tiered Money Market 217,504.61	0.00	06/30/2024	1,970.21 1,970.21	215,534.40 215,534.40	1,970.21	0.00	1,970.21 1,970.21	217,504.61 217,504.61
TEXSTAR	TexSTAR 2,237,969.05	5.31	06/30/2024	30,124.28 30,124.28	2,144,517.80 2,144,517.80	93,451.25	0.00	93,451.25 93,451.25	2,237,969.05 2,237,969.05
172404911A	East West Bank 5.52% 08/03/2024 18,865.72	5.52	04/03/2024 08/03/2024	254.32 174.43	0.00 0.00	18,865.72	0.00	18,865.72 18,865.72	18,865.72 18,865.72
172404911A	East West Bank 5.52% 08/03/2024 18,835.30	5.52	11/03/2023 08/03/2024	256.94 259.79	18,835.30 18,835.30	0.00	0.00	0.00 0.00	18,835.30 18,835.30
172404911A	East West Bank 5.52% 08/03/2024 19,229.61	5.52	01/03/2024 08/03/2024	262.32 265.23	19,229.61 19,229.61	0.00	0.00	0.00 0.00	19,229.61 19,229.61
172404911A	East West Bank 5.52% 08/03/2024 18,227.71	5.52	10/03/2023 08/03/2024	248.65 251.41	18,227.71 18,227.71	0.00	0.00	0.00 0.00	18,227.71 18,227.71
172404911A	East West Bank 5.52% 08/03/2024 19,404.88	5.52	03/03/2024 08/03/2024	264.71 267.65	19,404.88 19,404.88	0.00	0.00	0.00 0.00	19,404.88 19,404.88
172404911A	East West Bank 5.52% 08/03/2024 18,070.77	5.52	02/03/2024 08/03/2024	246.51 249.25	18,070.77 18,070.77	0.00	0.00	0.00 0.00	18,070.77 18,070.77
172404911A	East West Bank 5.52% 08/03/2024 19,139.67	5.52	12/31/2023 08/03/2024	261.09 263.99	19,139.67 19,139.67	0.00	0.00	0.00 0.00	19,139.67 19,139.67
172404911A	East West Bank 5.52% 08/03/2024 19,040.56	5.52	06/30/2024 08/03/2024	2.88 0.00	0.00 0.00	19,040.56	0.00	19,040.56 19,040.56	19,040.56 19,040.56
172404911A	East West Bank 5.52% 08/03/2024 18,605.68	5.52	09/30/2023 08/03/2024	253.81 256.62	18,605.68 18,605.68	0.00	0.00	0.00 0.00	18,605.68 18,605.68
172404911A	East West Bank 5.52% 08/03/2024 4,017,580.21	5.52	08/03/2023 08/03/2024	54,805.97 55,413.56	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 5.52% 08/03/2024 19,584.70	5.52	05/03/2024 08/03/2024	171.98 89.05	0.00 0.00	19,584.70	0.00	19,584.70 19,584.70	19,584.70 19,584.70
3133ENG20	FED FARM CR BNKS 3.300 08/15/24 5,000,000.00	3.32	08/09/2022 08/15/2024	41,250.00 0.00	4,999,731.59 4,960,500.00	0.00	0.00	179.59 25,850.00	4,999,911.19 4,986,350.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24 5,000,000.00	0.50	08/10/2021 08/28/2024	6,250.00 0.00	5,000,000.00 4,896,450.00	0.00	0.00	0.00 62,350.00	5,000,000.00 4,958,800.00
13607EHW2	CDN IMPERIAL 08/30/24 5,000,000.00	5.49	12/12/2023 08/30/2024	0.00 0.00	4,888,637.50 4,888,637.50	0.00	0.00	67,112.50 67,112.50	4,955,750.00 4,955,750.00
9128282U3	US TREASURY 1.875 08/31/24 5,000,000.00	2.25	03/21/2022 08/31/2024	23,182.74 0.00	4,992,445.00 4,929,296.90	0.00	0.00	4,523.06 40,039.05	4,996,968.06 4,969,335.95
3130AXAF5	FHLBANKS 5.375 09/18/24 10,000,000.00	5.44	09/18/2023 09/18/2024	134,375.00 0.00	9,996,884.60 9,992,400.00	0.00	0.00	1,667.66 1,900.00	9,998,552.25 9,994,300.00
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN 5,000,000.00	0.50	09/14/2021 10/04/2024	6,250.00 12,500.00	5,000,000.00 4,873,150.00	0.00	0.00	0.00 59,700.00	5,000,000.00 4,932,850.00
62479LKJ3	MUFG BANK NY 10/18/24 7,500,000.00	5.35	02/22/2024 10/18/2024	0.00 0.00	7,283,750.00 7,283,750.00	0.00	0.00	98,393.75 98,393.75	7,382,143.75 7,382,143.75
912828YV6	US TREASURY 1.500 11/30/24 5,000,000.00	5.17	12/12/2023 11/30/2024	18,647.54 37,500.00	4,882,554.29 4,879,101.55	0.00	0.00	43,981.73 42,187.50	4,926,536.02 4,921,289.05



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
3133ENGQ7	FED FARM CR BNKS 0.920 12/09/24 5,000,000.00	0.93	12/03/2021 12/09/2024	11,500.00 23,000.00	4,999,770.07 4,851,550.00	0.00	0.00	83.03 51,250.00	4,999,853.10 4,902,800.00
91282CDN8	US TREASURY 1.000 12/15/24 9,500,000.00	5.08	02/22/2024 12/15/2024	23,620.22 47,500.00	9,235,338.94 9,226,503.93	0.00	0.00	93,349.44 90,546.88	9,328,688.38 9,317,050.81
3130AQCM3	FHLBANKS 1.000 12/20/24 '24 1,000,000.00	1.00	12/15/2021 12/20/2024	2,500.00 5,000.00	1,000,000.00 969,050.00	0.00	0.00	0.00 9,670.00	1,000,000.00 978,720.00
3130AYXH4	FHLBANKS 4.940 01/06/25 9,500,000.00	5.04	02/22/2024 01/06/2025	117,325.00 0.00	9,493,245.77 9,477,200.00	0.00	0.00	2,195.13 (4,085.00)	9,495,440.89 9,473,115.00
3130AYZ90	FHLBANKS 5.000 02/14/25 9,500,000.00	5.01	02/22/2024 02/14/2025	118,750.00 0.00	9,499,153.49 9,484,515.00	0.00	0.00	241.48 (7,790.00)	9,499,394.97 9,476,725.00
91282CEH0	US TREASURY 2.625 04/15/25 12,000,000.00	4.92	03/11/2024 04/15/2025	78,319.67 157,500.00	11,725,076.95 11,712,187.56	0.00	0.00	66,010.55 50,625.00	11,791,087.50 11,762,812.56
91282CHD6	US TREASURY 4.250 05/31/25 12,000,000.00	4.86	03/11/2024 05/31/2025	126,803.28 255,000.00	11,917,811.10 11,900,625.00	0.00	0.00	17,598.09 (937.44)	11,935,409.19 11,899,687.56
3130A5R35	FHLBANKS 2.875 06/13/25 5,000,000.00	4.98	12/12/2023 06/13/2025	35,937.50 71,875.00	4,879,781.73 4,879,700.00	0.00	0.00	24,976.85 10,800.00	4,904,758.59 4,890,500.00
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN 5,000,000.00	4.00	06/14/2022 07/14/2025	50,000.00 0.00	5,000,000.00 4,927,800.00	0.00	0.00	0.00 6,650.00	5,000,000.00 4,934,450.00
3130AWKM1	FHLBANKS 4.750 12/12/25 5,000,000.00	4.30	01/16/2024 12/12/2025	59,375.00 118,750.00	5,036,037.50 4,996,550.00	0.00	0.00	(5,289.38) (13,450.00)	5,030,748.13 4,983,100.00
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26 6,000,000.00	5.04	04/29/2024 04/24/2026	50,375.00 0.00	0.00 0.00	5,981,940.00	0.00	5,983,509.35 5,998,980.00	5,983,509.35 5,998,980.00
3135G0Q22	FANNIE MAE 1.875 09/24/26 6,000,000.00	4.96	04/26/2024 09/24/2026	20,312.50 0.00	0.00 0.00	5,584,680.00	0.00	5,615,793.64 5,642,940.00	5,615,793.64 5,642,940.00
3130AVBC5	FHLBANKS 4.500 03/12/27 6,000,000.00	4.90	04/29/2024 03/12/2027	46,500.00 0.00	0.00 0.00	5,935,588.44	0.00	5,939,464.21 5,974,860.00	5,939,464.21 5,974,860.00
TOTAL		4.67		1,842,778.19 1,934,064.43	212,978,075.42 212,093,070.14	50,196,254.23	(52,365,829.06)	(1,685,693.66) (1,248,137.93)	211,292,381.76 210,844,932.21

GO 2016- TRANSPORTATION

TEXSTAR	TexSTAR 0.00	5.31	06/30/2024	1,319.32 1,319.32	148,433.63 148,433.63	1,319.32	(149,752.95)	(148,433.63) (148,433.63)	0.00 0.00
TOTAL		5.31		1,319.32 1,319.32	148,433.63 148,433.63	1,319.32	(149,752.95)	(148,433.63) (148,433.63)	0.00 0.00

GO 2016-SENIOR CENTER



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
TEXSTAR	TexSTAR 15,038.29	5.31	06/30/2024	197.26 197.26	14,841.03 14,841.03	197.26	0.00	197.26 197.26	15,038.29 15,038.29
TOTAL		5.31		197.26 197.26	14,841.03 14,841.03	197.26	0.00	197.26 197.26	15,038.29 15,038.29

GO 2018-PARKS									
TEXSTAR	TexSTAR 281,260.82	5.31	06/30/2024	3,689.62 3,689.62	277,571.20 277,571.20	3,689.62	0.00	3,689.62 3,689.62	281,260.82 281,260.82
TOTAL		5.31		3,689.62 3,689.62	277,571.20 277,571.20	3,689.62	0.00	3,689.62 3,689.62	281,260.82 281,260.82

GO 2018-REC CENTER									
TEXSTAR	TexSTAR 1,974,029.52	5.31	06/30/2024	25,895.52 25,895.52	1,948,134.00 1,948,134.00	25,895.52	0.00	25,895.52 25,895.52	1,974,029.52 1,974,029.52
TOTAL		5.31		25,895.52 25,895.52	1,948,134.00 1,948,134.00	25,895.52	0.00	25,895.52 25,895.52	1,974,029.52 1,974,029.52

GO 2018-SENIOR CENTER									
TEXSTAR	TexSTAR 2,560,531.12	5.31	06/30/2024	33,674.80 33,674.80	2,533,671.74 2,533,671.74	26,859.38	0.00	26,859.38 26,859.38	2,560,531.12 2,560,531.12
3130AQCM3	FHLBANKS 1.000 12/20/24 '24 1,500,000.00	1.00	12/15/2021 12/20/2024	3,750.00 7,500.00	1,500,000.00 1,453,575.00	0.00	0.00	0.00 14,505.00	1,500,000.00 1,468,080.00
TOTAL		3.74		37,424.80 41,174.80	4,033,671.74 3,987,246.74	26,859.38	0.00	26,859.38 41,364.38	4,060,531.12 4,028,611.12

GO									
TEXSTAR	TexSTAR 5,086,145.39	5.31	06/30/2024	80,285.78 80,285.78	6,089,469.72 6,089,469.72	49,445.07	(1,052,769.40)	(1,003,324.33) (1,003,324.33)	5,086,145.39 5,086,145.39
240000062A	Texas Capital Bank 5.52% 08/16/2024 56,038.40	5.48	11/16/2023 08/16/2024	776.37 767.89	56,038.40 56,038.40	0.00	0.00	0.00 0.00	56,038.40 56,038.40

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
240000062A	Texas Capital Bank 5.52% 08/16/2024 4,000,000.00	5.48	08/16/2023 08/16/2024	55,416.78 54,811.85	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 5.52% 08/16/2024 56,358.39	5.48	05/31/2024 08/16/2024	392.07 0.00	0.00 0.00	56,358.39	0.00	56,358.39 56,358.39	56,358.39 56,358.39
240000062A	Texas Capital Bank 5.52% 08/16/2024 56,823.45	5.48	02/16/2024 08/16/2024	787.24 778.65	56,823.45 56,823.45	0.00	0.00	0.00 0.00	56,823.45 56,823.45
TOTAL		5.39		137,658.24 136,644.17	10,202,331.57 10,202,331.57	105,803.46	(1,052,769.40)	(946,965.94) (946,965.94)	9,255,365.63 9,255,365.63

PID CRYSTAL SPRINGS

14956P836	CAVANAL HILL-GS MM;ADMN 994,023.46	4.93	06/30/2024	12,261.95 12,261.95	982,467.09 982,467.09	11,556.37	0.00	11,556.37 11,556.37	994,023.46 994,023.46
TOTAL		4.93		12,261.95 12,261.95	982,467.09 982,467.09	11,556.37	0.00	11,556.37 11,556.37	994,023.46 994,023.46

PID DEERBROOKE NIA

60934N153	FEDERATED HRMS GV O;TR 873,294.88	4.93	06/30/2024	10,674.34 10,674.34	866,853.15 866,853.15	7,142.71	(700.98)	6,441.73 6,441.73	873,294.88 873,294.88
TEXPOOL	TexPool 118.93	5.31	06/30/2024	1.82 1.82	117.11 117.11	1.82	0.00	1.82 1.82	118.93 118.93
TOTAL		4.93		10,676.16 10,676.16	866,970.26 866,970.26	7,144.53	(700.98)	6,443.55 6,443.55	873,413.81 873,413.81

PID DEERBROOKE SIA

TEXPOOL	TexPool 158,631.03	5.31	06/30/2024	2,067.64 2,067.64	153,395.85 153,395.85	5,235.18	0.00	5,235.18 5,235.18	158,631.03 158,631.03
60934N153	FEDERATED HRMS GV O;TR 1,415,230.72	4.93	06/30/2024	17,296.86 17,296.86	1,398,630.38 1,398,630.38	16,600.34	0.00	16,600.34 16,600.34	1,415,230.72 1,415,230.72
TOTAL		4.97		19,364.50 19,364.50	1,552,026.23 1,552,026.23	21,835.52	0.00	21,835.52 21,835.52	1,573,861.75 1,573,861.75

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 OAK CREEK									
14956P836	CAVANAL HILL-GS MM;ADMN 712,116.73	4.93	06/30/2024	8,699.99 8,699.99	702,479.22 702,479.22	9,637.51	0.00	9,637.51 9,637.51	712,116.73 712,116.73
TOTAL		4.93		8,699.99 8,699.99	702,479.22 702,479.22	9,637.51	0.00	9,637.51 9,637.51	712,116.73 712,116.73
GRAND TOTAL		4.83		2,898,973.58 3,088,969.71	294,851,280.75 293,782,625.30	89,392,491.86	(65,050,201.23)	24,821,971.63 25,358,057.53	319,673,252.38 319,140,682.83

Disclosure

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EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of bid for construction and City participation in oversizing costs of wastewater lines for Edgewood Phase 2, Section 1, according to the terms outlined in the Edgewood Subdivision Development Agreement (Section 4.02.a (2) and (3)); and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On March 3, 2022, the City Council approved a development agreement with Edgewood Development. The agreement specified that the City would reimburse the cost for the oversize utility lines requested by the City. The Developer shall be eligible to receive Impact Fee Rebates for the reimbursable costs 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 the reimbursement costs. They have recommended awarding the contract to Liberty Civil Construction.

The portion subject to impact fee credits is between Alternate #1 (not oversize facilities) and Alternate #2 (oversize facilities) in the attached bid tabs.

The submitted reimbursable expense for the development recommended bid is \$29,733.61 for the difference between Alternate #1 and Alternate #2.

HISTORY/TIMELINE:

March 3, 2022 - Development Agreement for Edgewood Subdivision Approved

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the impact fee credit reimbursable amount of \$29,733.61 for the wastewater line oversizing for the difference between Alternate #1 and Alternate #2 as outlined in the approved development agreement.

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	\$29,733.61
<u>Approved in current budget (Yes / No):</u>	Yes

Expenditure (New / Amended):

New

Recurring or one-time:

One-Time

Fund source (Operating / Utility / etc.):

Wastewater Impact Fees 26-09-6740

Attachments:

1. ROA - Edgewood Phase 2 Section 1
2. 20-DA-004 Edgewood Development Agreement 03-03-2022



August 15th, 2024

City of Leander
Attention: Emily Truman, P.E., CFM, PMP, City Engineer
105 North Brushy Street
Leander, Texas 78641

RE: Recommendation of Award for Edgewood Phase 2 Section 1 Wastewater Facilities

Dear Mrs. Truman:

Please accept this letter as our recommendation following the Bid Opening for the above referenced project held on July 1st, 2024.

Kimley-Horn makes the following recommendation to the City of Leander, based on the bid amounts submitted by Liberty Civil Construction, JL Gray, Pro Dirt Services, Cash Construction and CC Carlton Industries, LTD. as referenced in the attached Bid Tabulation performed on July 8th, 2024.

- 1) We recommend accepting the bid received on July 1st, 2024, by Liberty Civil Construction, in the amount **\$124,234.18** for Alternate #2, and proceeding to award the job subject to approval of the bid amount by the City of Leander City Council and approval of bonds and insurance as required by the construction contract documents.

Please contact me at 512-782-0602 if any additional information is required.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Alejandro E. Granados Rico".

Alejandro E. Granados Rico, P.E.
Associate

Attachments: Sealed bid tabulations for Edgewood Phase 2 Section 1, Approved Development Agreement for Edgewood

BID TABS					
EDGEWOOD PHASE 2, SECTION 1					
KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129					
	LIBERTY CIVIL	JL GRAY	PRO DIRT SERVICES	CASH CONSTRUCTION	CC CARLTON
SECTION A. GRADING & DRAINAGE COST	\$1,537,006.95	\$1,563,373.00	\$1,700,447.29	\$2,800,384.50	\$1,664,221.45
SECTION B. WATER COST	\$380,335.10	\$427,508.00	\$411,121.79	\$505,553.50	\$408,353.80
SECTION C. WASTEWATER COST	\$255,738.11	\$359,447.40	\$436,391.65	\$387,540.00	\$344,490.80
SECTION D. PAVING COST	\$1,292,749.30	\$1,300,473.00	\$1,223,458.47	\$1,450,650.00	\$1,214,996.00
ITEMS TOTAL COST	\$3,465,829.46	\$3,650,801.40	\$3,771,419.20	\$5,144,128.00	\$3,632,062.05
PAYMENT PERFORMANCE AND MAINTENANCE BONDS COST	\$39,715.25	\$46,900.00	\$7,000.00	\$0.00	\$44,000.00
TOTAL BID AMOUNT	\$3,505,544.71	\$3,697,701.40	\$3,778,419.20	\$5,144,128.00	\$3,676,062.05
ALTERNATES					
ALTERNATE #1	\$94,500.57	\$148,553.30	\$145,291.51	\$154,217.00	\$129,969.60
ALTERNATE #2	\$124,234.18	\$176,788.30	\$138,003.21	\$199,736.00	\$164,868.60
DIFFERENCE BETWEEN ALTERNATE #1 AND ALTERNATE #2	\$29,733.61	\$28,235.00	-\$7,288.30	\$45,519.00	\$34,899.00
TOTAL BID AMOUNT WITH ALTERNATE #1	\$3,600,045.28	\$3,846,254.70	\$3,923,710.71	\$5,298,345.00	\$3,806,031.65
TOTAL BID AMOUNT WITH ALTERNATE #2	\$3,629,778.89	\$3,874,489.70	\$3,916,422.41	\$5,343,864.00	\$3,840,930.65
TOTAL CONSTRUCTION SCHEDULE DURATION					
CALENDAR DAYS	147	194	203	212	180



07/08/2024

TBPE FIRM F-928

Alejandro E. Granados Rico

BID TABS EDGEWOOD PHASE 2, SECTION 1 KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129																															
ITEM	DESCRIPTION	UNIT	QTY.	LIBERTY CIVIL		QTY.	JL GRAY		QTY.	PRO DIRT SERVICES		QTY.	CASH CONSTRUCTION		QTY.	CC CARLTON															
				UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT														
SECTION A. GRADING & DRAINAGE																															
1	MOBILIZATION, LUMP SUM	LS	1	\$	75,019.95	\$	75,019.95		1	\$	130,000.00	\$	130,000.00		1	\$	115,831.63	\$	115,831.63		1	\$	257,000.00	\$	257,000.00		1	\$	73,000.00	\$	73,000.00
2	CLEARING AND GRUBBING ENTIRE SITE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	AC	19	\$	3,960.00	\$	75,240.00		19	\$	4,484.00	\$	85,196.00		19	\$	3,977.69	\$	75,576.11		19	\$	4,080.00	\$	77,520.00		19	\$	4,900.00	\$	93,100.00
3	EARTHWORK TO SUBGRADE (CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY	33,360	\$	3.78	\$	126,100.80		35,450	\$	4.25	\$	150,662.50		33,110	\$	8.45	\$	279,779.50		25,576	\$	13.00	\$	332,488.00		27,240	\$	10.55	\$	287,382.00
4	EARTHWORK TO SUBGRADE (FILL), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY	41,571	\$	2.70	\$	112,241.70		36,800	\$	3.00	\$	110,400.00		35,110	\$	3.33	\$	116,916.30		35,348	\$	8.00	\$	282,784.00		34,436	\$	6.05	\$	208,337.80
5	EARTHWORK EXPORT OF EXCESS MATERIAL (IF NECESSARY), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY	0	\$	0.00	\$	0.00		0	\$	0.00	\$	0.00		0	\$	0.00	\$	0.00		0	\$	0.00	\$	0.00		0	\$	0.00	\$	0.00
6	EARTHWORK IMPORT OF MATERIAL (IF NECESSARY), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY	3,350	\$	22.69	\$	76,011.50		3,284	\$	14.25	\$	46,797.00		2,000	\$	16.67	\$	33,340.00		9,772	\$	48.00	\$	469,056.00		0	\$	0.00	\$	0.00
7	RETAINING WALL (STRUCTURAL DESIGN TO BE INCLUDED IN BID)	SF	1,310	\$	36.21	\$	47,435.10		1,310	\$	41.25	\$	54,037.50		1,310	\$	30.72	\$	40,243.20		1,310	\$	40.00	\$	52,400.00		1,310	\$	34.00	\$	44,540.00
8	STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND SPECIFIED	EA	1	\$	\$1,131.72	\$	1,131.72		1	\$	\$2,350.00	\$	2,350.00		1	\$	\$1,111.40	\$	1,111.40		1	\$	\$1,130.00	\$	1,130.00		1	\$	\$2,775.00	\$	2,775.00
9	CURB INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	17	\$	\$115.50	\$	1,963.50		17	\$	\$190.00	\$	3,230.00		17	\$	\$116.70	\$	1,983.90		17	\$	\$96.00	\$	1,632.00		17	\$	\$125.00	\$	2,125.00
10	ORANGE SAFETY FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,067	\$	\$2.02	\$	2,155.34		1,067	\$	\$2.50	\$	2,667.50		1,067	\$	\$1.72	\$	1,835.24		1,067	\$	\$2.00	\$	2,134.00		1,067	\$	\$1.75	\$	1,867.25
11	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	8,044	\$	\$3.34	\$	26,866.96		8,044	\$	\$3.50	\$	28,154.00		8,044	\$	\$3.89	\$	31,291.16		8,044	\$	\$3.00	\$	24,132.00		8,044	\$	\$4.50	\$	36,198.00
12	TREE PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,796	\$	\$4.33	\$	7,776.68		1,796	\$	\$7.25	\$	13,021.00		1,796	\$	\$6.67	\$	11,979.32		1,796	\$	\$4.00	\$	7,184.00		1,796	\$	\$4.75	\$	8,531.00
13	ROCK BERMS	LF	100	\$	\$28.60	\$	2,860.00		100	\$	\$42.50	\$	4,250.00		100	\$	\$28.90	\$	2,890.00		100	\$	\$27.00	\$	2,700.00		100	\$	\$30.00	\$	3,000.00
14	REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	17,569	\$	\$1.60	\$	28,110.40		17,569	\$	\$1.50	\$	26,353.50		17,569	\$	\$0.61	\$	10,717.09		17,569	\$	\$1.00	\$	17,569.00		17,569	\$	\$1.00	\$	17,569.00
15	LIMESTONE LEVEL SPREADER AS SHOWN ON SHEET 42	LF	70	\$	\$83.60	\$	5,852.00		70	\$	\$91.00	\$	6,370.00		70	\$	\$31.12	\$	2,178.40		70	\$	\$29.00	\$	2,030.00		70	\$	\$98.00	\$	6,860.00
16	VEGETATIVE FILTER STRIPS	SY	2,294	\$	\$15.34	\$	35,189.96		2,294	\$	\$4.00	\$	9,176.00		2,294	\$	\$6.98	\$	16,012.12		2,294	\$	\$1.00	\$	2,294.00		2,294	\$	\$1.85	\$	4,243.90
17	CONCRETE WASHOUT AREA	EA	1	\$	\$495.00	\$	495.00		1	\$	\$1,150.00	\$	1,150.00		1	\$	\$500.13	\$	500.13		1	\$	\$680.00	\$	680.00		1	\$	\$800.00	\$	800.00
18	18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	970	\$	\$57.77	\$	56,036.90		970	\$	\$76.00	\$	73,720.00		970	\$	\$92.17	\$	89,404.90		970	\$	\$93.00	\$	90,210.00		970	\$	\$69.00	\$	66,930.00
19	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	647	\$	\$80.41	\$	52,025.27		647	\$	\$96.00	\$	62,112.00		647	\$	\$99.89	\$	64,628.83		647	\$	\$141.00	\$	91,227.00		647	\$	\$86.00	\$	55,642.00
20	30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	687	\$	\$101.34	\$	69,620.58		687	\$	\$136.00	\$	93,432.00		687	\$	\$132.66	\$	91,137.42		687	\$	\$174.00	\$	119,538.00		687	\$	\$120.00	\$	82,440.00
21	36" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	359	\$	\$139.70	\$	50,152.30		359	\$	\$177.50	\$	63,722.50		359	\$	\$167.99	\$	60,308.41		359	\$	\$221.00	\$	79,339.00		359	\$	\$167.00	\$	59,953.00
22	42" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	93	\$	\$174.46	\$	16,224.78		93	\$	\$233.50	\$	21,715.50		93	\$	\$243.33	\$	22,629.69		93	\$	\$273.00	\$	25,389.00		93	\$	\$235.00	\$	21,855.00
22	5'X5' REINFORCED CONCRETE BOX, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	137		\$488.10		66,869.70		137		\$651.00		89,187.00		137		\$632.65		86,673.05		137		\$647.00		88,639.00		137		\$615.00		84,255.00
23	4' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4	\$	\$4,001.91	\$	16,007.64		4	\$	\$4,605.00	\$	18,420.00		4	\$	\$3,731.61	\$	14,926.44		4	\$	\$5,780.00	\$	23,120.00		4	\$	\$5,600.00	\$	22,400.00
24	5' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	7	\$	\$5,129.32	\$	35,905.24		7	\$	\$5,973.00	\$	41,811.00		7	\$	\$5,161.52	\$	36,130.64		7	\$	\$6,990.00	\$	48,930.00		7	\$	\$6,800.00	\$	47,600.00
25	6' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$	\$7,323.24	\$	21,969.72		3	\$	\$9,775.00	\$	29,325.00		3	\$	\$8,433.66	\$	25,300.98		3	\$	\$10,000.00	\$	30,000.00		3	\$	\$10,950.00	\$	32,850.00
26	7'X5' JUNCTION BOX	EA	1	\$	\$13,800.38	\$	13,800.38		1	\$	\$22,252.00	\$	22,252.00		1	\$	\$20,452.09	\$	20,452.09		1	\$	\$25,000.00	\$	25,000.00		1	\$	\$29,250.00	\$	29,250.00
27	10' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	17	\$	\$5,856.50	\$	99,560.50		17	\$	\$6,181.00	\$	105,077.00		17	\$	\$6,885.03	\$	117,045.51		17	\$	\$7,820.00	\$	132,940.00		17	\$	\$5,975.00	\$	101,575.00
28	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,893	\$	\$1.10	\$	3,182.30		2,893	\$	\$1.00	\$	2,893.00		2,893	\$	\$1.63	\$	4,715.59		2,893	\$	\$0.50	\$	1,446.50		2,893	\$	\$1.00	\$	2,893.00
29	CONSTRUCTION STAKING	LS	1	\$	\$6,050.00	\$	6,050.00		1	\$	\$5,250.00	\$	5,250.00		1	\$	\$5,107.60	\$	5,107.60		1	\$	\$33,000.00	\$	33,000.00		1	\$	\$3,200.00	\$	3,200.00
30	36" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$9,131.84	\$	9,131.84		1	\$	\$10,593.00	\$	10,593.00		1	\$	\$7,579.73	\$	7,579.73		1	\$	\$10,000.00	\$	10,000.00		1	\$	\$6,150.00	\$	6,150.00
31	42" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$9,834.30	\$	9,834.30		1	\$	\$12,305.00	\$	12,305.00		1	\$	\$9,246.82	\$	9,246.82		1	\$	\$12,000.00	\$	12,000.00		1	\$	\$7,100.00	\$	7,100.00
32	TXDOT PW-1 HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$	\$39,555.57	\$	79,111.14		2	\$	\$35,630.00	\$	71,260.00		2	\$	\$27,140.31	\$	54,280.62		2	\$	\$33,000.00	\$	66,000.00		2	\$	\$31,400.00	\$	62,800.00
33	CITY OF AUSTIN TYPE I ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	90	\$	\$60.82	\$	5,473.80		90	\$	\$40.00	\$	3,600.00		90	\$	\$56.40	\$	5,076.00		90	\$	\$57.00	\$	5,130.00		90	\$	\$50.00	\$	4,500.00
34	CITY OF AUSTIN TYPE II ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	90	\$	\$114.44	\$	10,299.60		90	\$	\$56.00	\$	5,040.00		90	\$	\$110.58	\$	9,952.20		90	\$	\$57.00	\$	5,130.00		90	\$	\$55.00	\$	4,950.00
35	GROUTED "TYPE R" STONE RIPRAP PER TX-DOT DETAIL SSR AS DETAILED AND SPECIFIED	SY	95	\$	\$252.50	\$	23,987.50		95	\$	\$72.00	\$	6,840.00		95	\$	\$250.06	\$	23,755.70		95	\$	\$168.00	\$	15,960.00		95	\$	\$165.00	\$	15,675.00
36	5' DIA MANHOLE WITH SMARTBATCH VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$82,506.26	\$	82,506.26		1	\$	\$67,411.00	\$	67,411.00		1	\$	\$38,888.33	\$	38,888.33		1	\$	\$11,000.00	\$	11,000.00		1	\$	\$7,850.00	\$	7,850.00
37	SMARTBATCH DETENTION OUTLET STRUCTURE , COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$2,684.92	\$	2,684.92		1	\$	\$6,562.00	\$	6,562.00		1	\$	\$3,334.19	\$	3,334.19		1	\$	\$130,000.00	\$	130,000.00		1	\$	\$68,200.00	\$	68,200.00

ITEM	DESCRIPTION	UNIT	QTY.	LIBERTY CIVIL			QTY.	JL GRAY			QTY.	PRO DIRT SERVICES			QTY.	CASH CONSTRUCTION			QTY.	CC CARLTON							
				UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT						
38	6" PVC PIPE IN PLACE AS DETAILED AND SPECIFIED	LF	62	\$	\$29.30	\$	1,816.60	62	\$	\$34.50	\$	2,139.00	62	\$	\$84.90	\$	5,263.80	62	\$	\$55.00	\$	3,410.00	62	\$	\$45.00	\$	2,790.00
39	DETENTION POND ACCESS TYPE II DRIVEWAY, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$7,240.66	\$	7,240.66	1	\$	\$2,269.00	\$	2,269.00	1	\$	\$2,211.68	\$	2,211.68	1	\$	\$2,430.00	\$	2,430.00	1	\$	\$2,600.00	\$	2,600.00
40	DETENTION POND ACCESS PATH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	241	\$	\$23.31	\$	5,617.71	241	\$	\$28.00	\$	6,748.00	241	\$	\$18.50	\$	4,458.50	241	\$	\$29.00	\$	6,989.00	241	\$	\$25.00	\$	6,025.00
41	POND LINER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	1,769	\$	\$64.35	\$	113,835.15	1,769	\$	\$19.00	\$	33,611.00	1,769	\$	\$65.02	\$	115,020.38	1,769	\$	\$96.00	\$	169,824.00	1,769	\$	\$25.50	\$	45,109.50
42	POND ACCESS GATE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$2,915.00	\$	2,915.00	1	\$	\$3,180.00	\$	3,180.00	1	\$	\$2,945.20	\$	2,945.20	1	\$	\$3,000.00	\$	3,000.00	1	\$	\$3,300.00	\$	3,300.00
43	DETENTION POND OUTLET STRUCTURE (STRUCTURAL DESIGN TO BE INCLUDED IN BID)	EA	1	\$	\$50,696.55	\$	50,696.55	1	\$	\$29,083.00	\$	29,083.00	1	\$	\$37,787.49	\$	37,787.49	1	\$	\$38,000.00	\$	38,000.00	1	\$	\$26,000.00	\$	26,000.00
TOTAL AMOUNT SECTION A. GRADING & DRAINAGE						\$	1,537,006.95				\$	1,563,373.00				\$	1,700,447.29				\$	2,800,384.50				\$	1,664,221.45
SECTION B. WATER																											
1	8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3,571	\$	\$4.43	\$	194,369.53	3,571	\$	\$60.00	\$	214,260.00	3,571	\$	\$47.38	\$	169,193.98	3,571	\$	\$76.00	\$	271,396.00	3,571	\$	\$54.00	\$	192,834.00
2	CONNECT TO EXISTING WATER LINE AND REMOVE EX. BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$	\$1,338.16	\$	4,014.48	3	\$	\$1,306.00	\$	3,918.00	3	\$	\$2,005.47	\$	6,016.41	3	\$	\$2,480.00	\$	7,440.00	3	\$	\$5,050.00	\$	15,150.00
3	BLOW OFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$	\$3,940.17	\$	11,820.51	3	\$	\$2,522.00	\$	7,566.00	3	\$	\$2,627.72	\$	7,883.16	3	\$	\$2,920.00	\$	8,760.00	3	\$	\$2,200.00	\$	6,600.00
4	8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	12	\$	\$2,601.66	\$	31,219.92	12	\$	\$3,046.00	\$	36,552.00	12	\$	\$4,228.74	\$	50,744.88	12	\$	\$2,950.00	\$	35,400.00	12	\$	\$2,950.00	\$	35,400.00
5	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	8	\$	\$7,516.57	\$	60,132.56	8	\$	\$8,364.00	\$	66,912.00	8	\$	\$7,386.33	\$	59,090.64	8	\$	\$9,020.00	\$	72,160.00	8	\$	\$8,250.00	\$	66,000.00
6	SINGLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	11	\$	\$1,367.24	\$	15,039.64	11	\$	\$1,688.00	\$	18,568.00	11	\$	\$2,292.06	\$	25,212.66	11	\$	\$1,930.00	\$	21,230.00	11	\$	\$1,750.00	\$	19,250.00
7	DOUBLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	29	\$	\$1,730.43	\$	50,182.47	29	\$	\$2,363.00	\$	68,527.00	29	\$	\$2,702.59	\$	78,375.11	29	\$	\$2,630.00	\$	76,270.00	29	\$	\$1,950.00	\$	56,550.00
8	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3,571	\$	\$0.55	\$	1,964.05	3,571	\$	\$1.00	\$	3,571.00	3,571	\$	\$1.63	\$	5,820.73	3,571	\$	\$0.50	\$	1,785.50	3,571	\$	\$1.00	\$	3,571.00
9	TESTING (HYDROSTATIC) & CHLORINATION	LF	3,571	\$	\$2.14	\$	7,641.94	3,571	\$	\$1.00	\$	3,571.00	3,571	\$	\$1.11	\$	3,963.81	3,571	\$	\$2.00	\$	7,142.00	3,571	\$	\$2.80	\$	9,998.80
10	1" AIR RELEASE VALVE PER COA 551-AW-04 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$3,950.00	\$	3,950.00	1	\$	\$4,063.00	\$	4,063.00	1	\$	\$4,820.41	\$	4,820.41	1	\$	\$3,970.00	\$	3,970.00	1	\$	\$3,000.00	\$	3,000.00
TOTAL AMOUNT SECTION B. WATER:						\$	380,335.10				\$	427,508.00				\$	411,121.79				\$	505,553.50				\$	408,353.80
SECTION C. WASTEWATER																											
1	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,016	\$	\$40.78	\$	82,212.48	2,016	\$	\$67.00	\$	135,072.00	2,016	\$	\$108.17	\$	218,070.72	2,016	\$	\$69.00	\$	139,104.00	2,016	\$	\$55.00	\$	110,880.00
2	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	8	\$	\$1,769.97	\$	14,159.76	8	\$	\$2,019.00	\$	16,152.00	8	\$	\$2,409.17	\$	19,273.36	8	\$	\$2,270.00	\$	18,160.00	8	\$	\$2,050.00	\$	16,400.00
3	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	22	\$	\$1,969.76	\$	43,334.72	22	\$	\$3,077.00	\$	67,694.00	22	\$	\$2,603.67	\$	57,280.74	22	\$	\$2,800.00	\$	61,600.00	22	\$	\$2,250.00	\$	49,500.00
4	MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	12	\$	\$5,574.38	\$	66,892.56	12	\$	\$6,862.00	\$	82,344.00	12	\$	\$7,393.01	\$	88,716.12	12	\$	\$8,120.00	\$	97,440.00	12	\$	\$8,400.00	\$	100,800.00
5	5' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$	\$9,143.15	\$	27,429.45	3	\$	\$10,802.00	\$	32,406.00	3	\$	\$9,808.95	\$	29,426.85	3	\$	\$13,000.00	\$	39,000.00	3	\$	\$12,250.00	\$	36,750.00
6	5' DIAMETER CONCRETE WASTEWATER DROP MANHOLE,INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$13,643.64	\$	13,643.64	1	\$	\$14,915.00	\$	14,915.00	1	\$	\$13,415.34	\$	13,415.34	1	\$	\$17,000.00	\$	17,000.00	1	\$	\$17,200.00	\$	17,200.00
7	CONNECT TO EXISTING STUB	EA	2	\$	\$897.87	\$	1,795.74	2	\$	\$997.00	\$	1,994.00	2	\$	\$1,223.46	\$	2,446.92	2	\$	\$1,570.00	\$	3,140.00	2	\$	\$2,650.00	\$	5,300.00
8	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,016	\$	\$1.10	\$	2,217.60	2,016	\$	\$2.20	\$	4,435.20	2,016	\$	\$1.63	\$	3,286.08	2,016	\$	\$2.00	\$	4,032.00	2,016	\$	\$1.00	\$	2,016.00
9	TESTING	LF	2,016	\$	\$2.01	\$	4,052.16	2,016	\$	\$2.20	\$	4,435.20	2,016	\$	\$2.22	\$	4,475.52	2,016	\$	\$4.00	\$	8,064.00	2,016	\$	\$2.80	\$	5,644.80
TOTAL AMOUNT SECTION C. WASTEWATER:						\$	255,738.11				\$	359,447.40				\$	436,391.65				\$	387,540.00				\$	344,490.80

ITEM	DESCRIPTION	UNIT	QTY.	LIBERTY CIVIL			QTY.	JL GRAY			QTY.	PRO DIRT SERVICES			QTY.	CASH CONSTRUCTION			QTY.	CC CARLTON																			
				UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT																		
SECTION D. PAVING																																							
1	24" CONCRETE CURB AND GUTTER EXCLUDING 30'-35' FOR INLETS AND TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,720	\$	21.60	\$	145,152.00	6,720	\$	21.00	\$	141,120.00	6,720	\$	16.95	\$	113,904.00	6,720	\$	22.00	\$	147,840.00	6,720	\$	19.40	\$	130,368.00												
2	2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	9,810	\$	17.60	\$	172,656.00	9,810	\$	18.50	\$	181,485.00	9,810	\$	17.23	\$	169,026.30	9,810	\$	17.00	\$	166,770.00	9,810	\$	17.00	\$	166,770.00												
3	8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (COLLECTOR SECTION)	SY	13,540	\$	10.85	\$	146,909.00	13,540	\$	9.50	\$	128,630.00	13,540	\$	8.38	\$	113,465.20	13,540	\$	19.00	\$	257,260.00	13,540	\$	9.40	\$	127,276.00												
4	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	13,540	\$	1.97	\$	26,673.80	13,540	\$	2.75	\$	37,235.00	13,540	\$	2.00	\$	27,080.00	13,540	\$	4.00	\$	54,160.00	13,540	\$	2.90	\$	39,266.00												
5	GEOGRID 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	13,540	\$	2.23	\$	30,194.20	13,540	\$	2.50	\$	33,850.00	13,540	\$	2.74	\$	37,099.60	13,540	\$	3.00	\$	40,620.00	13,540	\$	2.90	\$	39,266.00												
6	SIGNAGE AND STRIPING	LS	1	\$	4,413.12	\$	4,413.12	1	\$	9,900.00	\$	9,900.00	1	\$	4,367.79	\$	4,367.79	1	\$	6,090.00	\$	6,090.00	1	\$	4,500.00	\$	4,500.00												
7	CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	380	\$	66.18	\$	25,148.40	380	\$	68.00	\$	25,840.00	380	\$	61.85	\$	23,503.00	380	\$	68.00	\$	25,840.00	380	\$	55.00	\$	20,900.00												
8	PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	11	\$	1,382.87	\$	15,211.57	11	\$	1,558.00	\$	17,138.00	11	\$	1,411.47	\$	15,526.17	11	\$	1,540.00	\$	16,940.00	11	\$	1,150.00	\$	12,650.00												
9	STREET END BARRICADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$	1,182.50	\$	3,547.50	3	\$	1,500.00	\$	4,500.00	3	\$	889.12	\$	2,667.36	3	\$	1,220.00	\$	3,660.00	3	\$	1,500.00	\$	4,500.00												
10	CONCRETE VALLEY GUTTER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$	7,002.78	\$	21,008.34	3	\$	4,675.00	\$	14,025.00	3	\$	4,556.73	\$	13,670.19	3	\$	4,650.00	\$	13,950.00	3	\$	5,050.00	\$	15,150.00												
11	STREET LIGHTS INCLUDING CONDUIT, METER AND ALL APPURTENANCES, PER EACH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1	\$	192,091.05	\$	192,091.05	1	\$	176,500.00	\$	176,500.00	1	\$	284,212.77	\$	284,212.77	1	\$	198,000.00	\$	198,000.00	1	\$	172,500.00	\$	172,500.00												
12	PRIVATE ELECTRICAL SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF VALUES PRIOR TO CONTRACT EXECUTION)	LS	1	\$	283,714.94	\$	283,714.94	1	\$	290,500.00	\$	290,500.00	1	\$	219,747.23	\$	219,747.23	1	\$	290,000.00	\$	290,000.00	1	\$	253,500.00	\$	253,500.00												
13	PRIVATE GAS SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF VALUES PRIOR TO CONTRACT EXECUTION)	LS	1	\$	219,910.46	\$	219,910.46	1	\$	234,500.00	\$	234,500.00	1	\$	194,081.26	\$	194,081.26	1	\$	220,000.00	\$	220,000.00	1	\$	219,000.00	\$	219,000.00												
14	CONSTRUCTION STAKING	LS	1	\$	6,118.92	\$	6,118.92	1	\$	5,250.00	\$	5,250.00	1	\$	5,107.60	\$	5,107.60	1	\$	9,520.00	\$	9,520.00	1	\$	9,350.00	\$	9,350.00												
TOTAL AMOUNT SECTION D. PAVING:					\$ 1,292,749.30								\$ 1,300,473.00								\$ 1,223,458.47								\$ 1,450,650.00								\$ 1,214,996.00		
SUBTOTAL IMPROVEMENTS EDGEWOOD PHASE 2 SECTION 1 COST					\$3,465,829.46								\$3,650,801.40								\$3,771,419.20								\$5,144,128.00								\$3,632,062.05		
PAYMENT PERFORMANCE AND MAINTENANCE BONDS COST					\$39,715.25								\$46,900.00								\$7,000.00								\$0.00								\$44,000.00		
TOTAL IMPROVEMENTS EDGEWOOD PHASE 2 SECTION 1 COST					\$3,505,544.71								\$3,697,701.40								\$3,778,419.20								\$5,144,128.00								\$3,676,062.05		

ONSITE WASTEWATER PROJECT ALTERNATE #1 EDGEWOOD PHASE 2, SECTION 1 KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129																															
ITEM	DESCRIPTION	UNIT	QTY.	LIBERTY CIVIL		QTY.	JL GRAY		QTY.	PRO DIRT SERVICES		QTY.	CASH CONSTRUCTION		QTY.	CC CARLTON															
				UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT														
WASTEWATER ALTERNATE (WWL-A STA 1+00 to STA 8+22.51) AND FM-A ALTERNATE																															
1	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	723	\$	40.25	\$	29,100.75		723	\$	82.00	\$	59,286.00		723	\$	86.00	\$	62,178.00		723	\$	91.00	\$	65,793.00		723	\$	69.00	\$	49,887.00
2	4" PVC WASTEWATER FORCEMAIN ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	419	\$	36.10	\$	15,125.90		419	\$	55.50	\$	23,254.50		419	\$	56.00	\$	23,464.00		419	\$	48.00	\$	20,112.00		419	\$	47.00	\$	19,693.00
3	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$	\$1,985.53	\$	5,956.59		3	\$	\$2,627.00	\$	7,881.00		3	\$	\$2,409.17	\$	7,227.51		3	\$	\$2,360.00	\$	7,080.00		3	\$	\$2,050.00	\$	6,150.00
4	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	9	\$	\$2,056.35	\$	18,507.15		9	\$	\$3,182.00	\$	28,638.00		9	\$	\$2,603.37	\$	23,430.33		9	\$	\$2,800.00	\$	25,200.00		9	\$	\$2,250.00	\$	20,250.00
5	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$	\$5,716.69	\$	11,433.38		2	\$	\$6,389.00	\$	12,778.00		2	\$	\$7,393.01	\$	14,786.02		2	\$	\$7,590.00	\$	15,180.00		2	\$	\$8,300.00	\$	16,600.00
6	5' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$9,443.36	\$	9,443.36		1	\$	\$11,691.00	\$	11,691.00		1	\$	\$9,808.95	\$	9,808.95		1	\$	\$14,000.00	\$	14,000.00		1	\$	\$13,050.00	\$	13,050.00
7	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,142	\$	1.13	\$	1,290.46		1,142	\$	2.20	\$	2,512.40		1,142	\$	1.63	\$	1,861.46		1,142	\$	2.00	\$	2,284.00		1,142	\$	1.00	\$	1,142.00
8	TESTING	LF	1,142	\$	3.19	\$	3,642.98		1,142	\$	2.20	\$	2,512.40		1,142	\$	2.22	\$	2,535.24		1,142	\$	4.00	\$	4,568.00		1,142	\$	2.80	\$	3,197.60
ONSITE WASTEWATER PROJECT ALTERNATE #1					\$94,500.57				\$148,553.30				\$145,291.51				\$154,217.00				\$129,969.60										

DEVELOPMENT AGREEMENT FOR THE EDGEWOOD DEVELOPMENT

This Development Agreement for the Edgewood Development (this “**Agreement**”) is made and entered into, effective as of the 3rd day of March, 2022 (the “**Effective Date**”), by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the “**City**”), **M/I Homes of Austin, LLC**, an Ohio limited liability company (the “**Developer**”), and **Cannon 140 LP**, a Texas limited partnership (the “**Landowner**”). The Landowner is joining this Agreement solely for the purpose of consenting to the development of the Property pursuant to the terms and conditions contained in the Agreement. The City and the Developer are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**”. The Parties agree as follows.

Article I. Purpose; Consideration

1.01. Property. The Developer and Landowner each own portions of the certain 140.239 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “**Property**”). The Developer intends to purchase and develop the remainder of the Property over time. The Parties agree that all rights and obligations relating to the development of the Property are held uniquely by the Developer. The Property is proposed for development as a single-family subdivision development with approximately 378 dwelling units (the “**Development**”). The Property is located in the City limits and currently has the appropriate zoning for the Development.

1.02. Purpose. The City desires to contract with the Developer to oversize an off-site water main and an off-site wastewater main (collectively, the “**Offsite Infrastructure**”) and certain onsite wastewater improvements, including a force main, lift station, and a gravity wastewater line to serve areas outside of the Property (collectively the “**Onsite Wastewater Infrastructure**”), as more particularly described in Article III below, to serve City customers outside of the Property, with the City rebating water impact fees and wastewater impact fees to the Developer as provided herein to offset the costs incurred by the Developer to oversize the Offsite Infrastructure and Onsite Wastewater Infrastructure. The Offsite Infrastructure and Onsite Wastewater Infrastructure will be conveyed to and operated by the City as part of the City’s utility system upon completion in accordance with the requirements of this Agreement. The Developer wishes to receive impact fee rebates for a portion of the costs of oversized Offsite Infrastructure and Onsite Wastewater Infrastructure to be installed under this Agreement. The Developer further wishes to install overhead electric lines to serve the Property on a temporary basis during development, with the understanding that the overhead electric within the Property will be replaced with underground electric lines per City rules in phases as the Property is developed.

1.03. General Benefits. The City will benefit from this Agreement by virtue of the oversizing of the Offsite Infrastructure and construction of the Onsite Wastewater Infrastructure as provided herein and agrees that the provisions of this Agreement substantially advance a legitimate interest of the City by providing public infrastructure, expanding the tax base of the City, increasing employment, promoting economic development, and stimulating business and commercial activity in the City. The Developer will benefit from this Agreement by virtue of: (i) the water and wastewater service that will be made available to the Property through the use of the City’s water and wastewater utility system, (ii) the water and wastewater impact fee credits provided by the City to the Developer as provided herein to offset the costs incurred by the Developer to oversize the Offsite

Infrastructure, and (iii) the ability to install overhead electric lines to serve the Property on a temporary basis during development.

1.04. Authority. This Agreement is entered into pursuant to the City Charter and applicable Texas law, including the City's authority as a home rule municipality under Article XI, Section 5 of the Texas Constitution.

1.05. Consideration. The benefits to the Parties set forth in this Article I, plus 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. Term; Termination

2.01. Term. The term of this Agreement shall be ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement.

2.02. Termination. The Parties further mutually agree that this Agreement shall be in full force and effect from the Effective Date hereof and that either party may pursue remedies for any default of this Agreement, including termination, in accordance with the provisions of Article X of this Agreement.

Article III. The Project

3.01. Offsite Water Main Project. The offsite water main project consists of the construction, installation, and extension of approximately 6,850 linear feet of offsite water transmission main, oversized from twelve inches (12") to sixteen inches (16") in diameter, from the City's existing sixteen inch (16") water line located at the intersection of Ronald Wilson Reagan Boulevard and RM 2243 east along RM 2243 and then south along CR 175 to the Property, along the route approved by the City and generally shown in blue in **Exhibit B** (the "**Offsite Water Main Project**"). The Offsite Water Main Project includes the water main and those facilities and equipment required for the water main to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, the approved construction plans, and good design and engineering practices. The City agrees that the Offsite Water Main Project may be installed within the right-of-way of RM 2243 and CR 175 and Developer agrees to obtain all necessary permits from all applicable regulatory authorities prior to beginning construction of the Offsite Water Main Project.

3.02. Offsite Wastewater Main Project. The offsite wastewater main project consists of the construction, installation, and extension of approximately 3,000 linear feet of offsite wastewater collector main, oversized from eight inches (8") to twelve inches (12") in diameter, southward along CR 175 and then westward through an existing easement to the City's existing thirty-six inch (36") Brushy Creek Wastewater Interceptor, along the route approved by the City and generally shown in green in **Exhibit B** (the "**Offsite Wastewater Main Project**"). The Offsite Wastewater Main Project includes the wastewater main and those facilities and equipment required for the wastewater main to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, approved construction plans, and good design and engineering practices.

3.03 Onsite Wastewater Project. The onsite wastewater project consists of the construction

of: (1) a lift station to serve a total of 483 LUEs, oversized to serve an additional 369 offsite LUEs; (2) 1,650 LF of force main, oversized from four inches (4") to six inches (6"); and (3) 3,000 LF of gravity wastewater line, oversized from eight inches (8") to twelve inches (12"), all as generally depicted on **Exhibit C** (the "**Onsite Wastewater Project**"). The Onsite Wastewater Project will be designed and constructed in four (4) separate phases, as depicted on **Exhibit C**. The Onsite Wastewater Project includes the lift station, force main and gravity wastewater line and those facilities and equipment required for the efficient operation of the wastewater system, to provide service to the Property and adjacent properties, and to comply with all applicable state and local rules, regulations, and standards, approved construction plans, and good design and engineering practices.

3.04 Timely Completion. The Offsite Water Main Project, the Offsite Wastewater Main Project, and the Onsite Wastewater Project shall be referred to collectively as the "**Project**". The Developer shall use reasonable efforts to complete and obtain City acceptance of the Project on or before the seven (7) year anniversary of the filing date of the Preliminary Plat. No final plat of land out of the Property will be recorded until the associated segment of the Project required to be completed to provide water and wastewater service to the land within the final plat is completed by the Developer or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the Project. The Developer may construct the Project in one or more phases. Each phase of the Project shall be completed by Developer and Developer shall obtain City acceptance of the Project in accordance with the procedures and time frames set forth in the City's Subdivision Ordinance. 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. The Parties agree that the Developer is not required to oversize any internal water or wastewater utility infrastructure under this Agreement, unless otherwise provided in this Agreement.

Article IV. Project Engineer; Bidding of Project

4.01. Project Engineer. The Developer will retain a licensed professional engineer to prepare the design, construction plans and specifications, and supporting documentation for the Project in accordance with good engineering practices, the design and construction standards of all applicable state and local regulations, and this Agreement ("**Project Engineer**"). The Project Engineer will work and coordinate with the City Engineer to obtain the timely review and approval by the Developer, the City Engineer, and the Director of Development Services of the design, plans, specifications, and construction of the Project. The Developer shall be responsible for ensuring that the Project Engineer complies with the terms of this Agreement, including with regard to the responsibilities assigned to the Project Engineer herein.

4.02. Bidding for the Project.

(a) The Project Engineer will advertise the Project for sealed competitive bids in compliance with the Texas Local Government Code based on the City Engineer approved design and plans and specifications, and will recommend the lowest qualified bidder/contractor to the Developer and the City. The Project Engineer will provide the City Engineer and the City's purchasing agent with: (i) prior written notice of the dates of advertisement for bids and the opening of the bids; and (ii) a copy of the advertisement for bids. Notwithstanding anything contained herein to the contrary, the Developer is responsible for bidding the Project in compliance with Chapter 252,

Texas Local Government Code. The Developer will utilize a unit price contract for the Project. The Project includes the components described in subsections (a)(1), (2), and (3) below:

(1) The Offsite Water Main Project will be advertised for bids with an alternate bid being required for a twelve inch (12") water main ("**Offsite Water Main Alternate #1**") and an alternate bid being required for a sixteen inch (16") water main ("**Offsite Wastewater Main Alternate #2**"), together, in each case, with all equipment and related facilities and structures shown on the City approved plans and specifications for the Offsite Water Main Project. The responsive bids must clearly and separately demonstrate the amounts bid for the Offsite Water Main Project (Offsite Water Main Alternates #1 and #2).

(2) The Offsite Wastewater Main Project will be advertised for bids with an alternate bid being required for an eight inch (8") wastewater collector main ("**Offsite Wastewater Main Alternate #1**") and an alternate bid being required for a twelve inch (12") wastewater collector main ("**Offsite Wastewater Main Alternate #2**"), together, in each case, with all equipment and related facilities and structures shown on the City approved plans and specifications for the Offsite Wastewater Main Project. The responsive bids must clearly and separately demonstrate the amounts bid for the Offsite Wastewater Main Project (Offsite Wastewater Main Alternates #1 and #2).

(3) The Onsite Wastewater Project will be advertised for bids with an alternate bid being required for: a lift station serving 114 LUEs in the Property, a four (4") inch force main, and an eight (8") gravity wastewater line ("**Onsite Wastewater Project Alternate #1**") and an alternative bid being required for a lift station serving 483 LUEs (to serve the Property and additional off-site connections), a six (6") inch force main, and a twelve (12") gravity wastewater line ("**Onsite Wastewater Project Alternate #2**"), together, in each case, with all equipment and related facilities and structures shown on the City approved plans and specifications for the Onsite Wastewater Project. The responsive bids must clearly and separately demonstrate the amounts bid for the Onsite Wastewater Project (Onsite Wastewater Alternates #1 and #2). It is anticipated that the Onsite Wastewater Project will be designed, bid, and constructed in four different phases.

(b) The City Engineer shall within a reasonable time evaluate the bids for the Project 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, may be appropriately corrected or rejected by the City Engineer. The City Engineer will approve the award of the contract to the lowest qualified bidder/contractor, as recommended by the Project Engineer, and to proceed with the Project if the City Engineer determines that the bids for the Project are fair and balanced, after correcting or rejecting any unbalanced or skewed bids.

(c) Within ten (10) business days after the City's receipt of the bids described in subsection 4.02(a)(1), (2), and (3), the City Engineer will notify the Developer of his/her decision on whether to recommend approval or rejection of a bid and whether the City elects to proceed with the oversizing of each portion of the Project. If the City Engineer recommends approval of the bid relating to the oversizing of a portion of the Project, then the approval of the bid will be placed on the next available City Council agenda for action, not to exceed forty five (45) business days from the date the City received the bid, and the City shall not unnecessarily delay in the consideration of the approval of the bid. If the City approves a bid, as presented, that includes the oversizing of

a portion of the Project, the Developer shall be eligible to receive Impact Fee Rebates for the Reimbursable Costs, as described in Section 5.02. To the extent the City approves a bid(s) that includes the oversizing of a portion of the Project, the Developer may award a contract to a bidder/contractor that was not the lowest qualified bidder/contractor for the portion of the Project to be oversized. However, Developer shall only be eligible to receive Impact Fee Rebates for Reimbursable Costs that correspond to the bid(s) approved by the City, as contemplated in Section 5.02, and not for any amounts that exceed the bid approved by the City.

(d) If the City Engineer recommends rejection of all of the bids, then the Developer will have the right to terminate this Agreement upon written notice to the City without any liability or penalty therefor.

Article V. Cost of the Project; Reimbursable Costs

5.01. Project Facilities Costs and Expenses. The Developer shall contract for, fund, and pay for the design, bidding, contract negotiation, installation, and construction of the Project and shall be entitled to Impact Fee Rebates, as defined and provided in Article VI below, of up to one hundred percent (100%) of the Reimbursable Costs (defined in Section 5.02 below) from the City, based on the oversizing of the Project, as provided in Section 4.02 above, subject to the provisions and limitations set forth in this Agreement.

5.02. Reimbursable Costs. The “**Reimbursable Costs**” for the Project shall include the following expenditures:

- (a) the difference between the dollar amount of the approved bid for the Offsite Water Main Alternate #1 and the dollar amount of the approved bid for the Offsite Water Main Alternate #2;
- (b) the difference between the dollar amount of the approved bid for the Offsite Wastewater Main Alternate #1 and the dollar amount of the approved bid for the Offsite Wastewater Main Alternate #2;
- (c) the difference between the dollar amount of the approved bid for the Onsite Wastewater Project Alternate #1 and the dollar amount of the approved bid for the Onsite Wastewater Project Alternate #2;
- (d) the City’s approval of any Project cost overruns, as further described in Section 5.04; and
- (e) all other necessary and reasonable out of pocket costs expended by the Developer and approved by the City, provided that all such sums and amounts shall have been approved by the City Council prior to the Developer commencing work in connection with the Project. Developer shall not receive or be entitled to receive any Impact Fee Rebates or reimbursements for any of the costs attributable to any portion of the Project that is not oversized and installed and constructed by Developer, unless otherwise noted in this Agreement.

5.04. Project Cost Overruns. To the extent the actual costs of the Project exceed the costs included in the bids approved by the City under Section 4.02(c), 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 their next regularly scheduled 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.

Article VI. Collection and Payment of Impact Fees

6.01. Payment of 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 and wastewater service by the City shall be required to pay the City's water impact fee (the "**Water Impact Fee**") and the City's wastewater impact fee (the "**Wastewater 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, from time to time, and that is in effect when the fee is paid. The Water Impact Fee and the Wastewater Impact Fee are referred to collectively as the "**Impact Fees**". The Impact Fees 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.

6.02. Water Impact Fee Rebates. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of sixty percent (60%) of the Water Impact Fees paid to the City for connections to the City water utility system 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 Rebates**"). 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 for the water improvements described in Section 5.02(a)(1); (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 for the water improvements from any source of funds available to the City in one or more lump sum payments.

6.03. Wastewater Impact Fee Rebates. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of sixty percent (60%) of the Wastewater Impact Fees paid to the City for connections to the City wastewater utility system within: (i) the Property; and (ii) within land or developments that connect to the Project by a direct connection or by a wastewater line that is not listed and included in the City capital improvements plan and ordinance that establishes the Wastewater Impact Fees (the "**Wastewater Impact Fee Rebates**"). The Wastewater Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Wastewater Impact Fee Rebates, or a combination of Wastewater Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs for the wastewater improvements described in 5.02(a)(2) and (3); (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 for the wastewater improvements from any source of funds available to the City in one or more lump sum payments. The Water Impact Fee Rebates and Wastewater Impact Fee Rebates will be collectively referred to as the “**Impact Fee Rebates**”.

6.04. Suspension of Impact Fee Rebates. The City may suspend payment of Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

6.05. Escrow Accounts. Commencing on the Effective Date and continuing until the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates have been fully paid to the Developer in accordance with this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the “**Water Escrow Account**”) and a separate escrow account for Wastewater Impact Fees (the “**Wastewater Escrow Account**”). The City will deposit into the Water Escrow Account sixty percent (60%) of the Water Impact Fees paid to and received by the City for water connections listed in Section 6.02. The City will deposit into the Wastewater Escrow Account sixty percent (60%) of the Wastewater Impact Fees paid to and received by the City for wastewater connections listed in Section 6.03. The Water Escrow Account and the Wastewater Escrow Account will be held by the City and the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Water Impact Fee Rebates and the Wastewater Fee Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Offsite Water Main Project and the Offsite Wastewater Main Project

6.06. Payment of Water Impact Fee Rebates. 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 calendar quarter in which the City receives the Water Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Developer shall not receive Water Impact Fee Rebates that are in excess of the Reimbursable Costs of the water improvements.

6.07. Payment of Wastewater Impact Fee Rebates. Wastewater Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Wastewater Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the calendar quarter in which the City receives the Wastewater Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Wastewater Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. The Developer shall not receive Wastewater Impact Fee Rebates that are in excess of the Reimbursable Costs of the wastewater improvements.

Article VII. Development of the Property

7.01. Vesting. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Developer has vested authority to develop the Property in accordance with the Applicable Regulations, as modified by this Agreement and any subsequently approved modifications, waivers or variances to City ordinances, notwithstanding any subsequently adopted ordinances, rules or regulations, or changes or modifications to the City’s ordinances, rules and regulations which will only be applicable to the extent allowed by Chapter 245, Texas Local Government Code (the “**Vested Rights**”), provided that the Vested Rights will terminate and expire in the event that: (1) Developer, or its successors or assigns with respect to

any affected portion of the Property, agrees in writing to such modification or revocation; (2) Developer fails to complete and obtain final City acceptance of one or more subdivision sections out of the Property within five years after the Effective Date, or thereafter abandons development of the Property; (3) an application for an amendment of the concept plan for the Property is submitted by Developer that substantially changes the density, land uses, parkland or transportation improvements from that approved by the City as contemplated by this Agreement; or (4) State law or court order mandates otherwise. The Concept Plan for the Property approved by the City on February 23, 2021 is attached as **Exhibit D**. Except as modified by this Agreement, the Property will be developed in compliance with the Applicable Regulations, and the City hereby confirms, acknowledges, and agrees that the Developer has vested authority to develop the Property in accordance with the Applicable Regulations, as modified by this Agreement. If there is any conflict between the Applicable Regulations, as defined herein, and the terms of this Agreement, the terms of this Agreement will control. As used in this Agreement, “abandons development of the Property” or “abandons the project” means that Developer commences the development of a subdivision section within the Property for which all required permits have been issued, but fails to complete such development within five years thereafter.

7.02. Development of the Property. Except as modified by this Agreement, the Property will be developed in accordance with all applicable City, State, and federal regulations as of the Effective Date (collectively, the “**Applicable Regulations**”), as well as good engineering practices. Ordinances, rules, or regulations, or changes or modifications to the City’s ordinances, rules, and regulations adopted after the Effective Date will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code.

7.03. Temporary Overhead Electric Lines. It is acknowledged that there is minimal electric infrastructure in the area of this Development and that there exists a public necessity for electric infrastructure. In order to facilitate the installation of electric infrastructure to serve the area in which the Property is located, the City agrees that, instead of initially installing underground electric lines, as would otherwise be required by the Applicable Regulations, the Developer may instead install offsite and onsite overhead electric lines to serve the Property, as depicted in the attached **Exhibit E**; provided, however, that, as each phase of the Property is developed, the Developer will be required to cause the onsite overhead electric lines within such phase to be replaced with underground electric lines in accordance with the Applicable Regulations. The Developer will not be required to cause any offsite overhead electric lines to be replaced with underground electric lines. All of the costs and expenses associated with the installation of onsite and offsite, overhead, and underground electric lines for the Development shall be paid by the Developer.

7.04. Masonry Requirements. For purposes of this Agreement and the Applicable Regulations, the definition of “masonry” shall include stone, brick, or stucco. The exterior wall standards set forth in this section shall apply to all structures located on the Property. At least eighty-five percent (85%) of the combined exterior surface area of all walls, including all stories of primary buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

7.05. County Road 175 Culvert Crossing; Roadway Adequacy Fee. In addition to the construction of the Project, the Developer agrees to replace the existing culvert crossing (the “**Culvert Improvements**”) located approximately 4,850 feet south of the intersection of RR 2243

and CR 175 to convey 25-year stormwater flow, as defined by the City of Leander Code of Ordinances. The Culvert Improvements will be constructed at the location and pursuant to the specifications included in the attached **Exhibit F** and the City of Leander Standard Construction Details adopted on January 6, 2021. The parties agree that, pursuant to Section 10.03.003(c), City of Leander Code of Ordinances, the Developer shall be responsible for a roadway adequacy fee relating to the Development. The City Engineer will timely review all payments undertaken by the Developer relating to the design and construction of the Culvert Improvements. Upon approval by the City Engineer of such payments, the City will provide a credit to the Developer to offset any payments then due (or coming due) to the City relating to the applicable roadway adequacy fee for the Development. In the event that costs relating to the Culvert Improvements exceed the total amount of the roadway adequacy fee for the Development, the City agrees to waive the entirety of the fee and the Developer agrees to bear any costs in excess of the fee.

Article VIII. Additional Agreements

8.01. Additional City Agreements. The City hereby agrees:

- (a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely manner;
- (b) to review and approve the plans, specifications, bids for, and costs of the Project in a timely manner;
- (c) during the course of the Project, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Project in a timely manner; and to approve the Project and Project Costs, including the Reimbursable Costs, in a timely manner if constructed in accordance with the City approved plans and specifications;
- (d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's water utility system and wastewater utility system, as applicable, and use the Project to provide water and wastewater service within the Property on the same terms and conditions as the City serves similarly situated and occupied properties;
- (e) after the Developer completes construction and obtains City acceptance of the Project and upon the Developer completing construction of a phase or section of the Development in compliance with this Agreement and the City giving final acceptance of that phase or section, the City will approve connections to the water system and the wastewater system, as appropriate, apply the payment of Impact Fees, as described in Section 6.01, pay Impact Fee Rebates, as described in Section 6.06 and 6.07, and provide such services within the completed phase or section of the subdivision on the same terms and conditions as then provided within other areas of the City;
- (f) to review and process the applications made, and the plans and specifications submitted, by the Developer with respect to the Development in a timely manner;
- (g) to provide use of all necessary City rights-of-way and easements as may be necessary for construction of the Project. ; and

- (h) to timely perform and complete each task, duty, and responsibility of the City set forth in this Agreement.

8.02. Additional Developer Agreements. The 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 Article IV;
- (b) to review and approve the plans and specifications for the Project (including the estimated cost of the Project), 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 so that the City can assure that the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, 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 competitive bids approved by the City and the Developer for construction of the Project in accordance with the procedures set forth in this Agreement;
- (e) to dedicate the improvements constituting the Project, as applicable, to the City upon completion of same in accordance with the plans and specifications therefor and this Agreement;
- (f) to pay, or to cause its successors and assigns to pay, the City's water and wastewater impact fees the City establishes by ordinance for each lot, tract, parcel or building site in the Subdivision prior to utility service being provided to such lot, tract, parcel or building site, unless the City has elected instead to credit some or all of the amount of the unreimbursed Reimbursable Costs, as herein defined, against the amount of such fees that would otherwise be owed to the City, in which event Developer, its successors and assigns shall pay the amount of such fees not credited;
- (g) to pay, or cause its successors and assigns to pay, to the City, unless otherwise provided by this Agreement, all other fees and charges provided for or established by the Applicable Regulations for or with respect to the development of the Property when due, including, but not limited to, zoning and subdivision application fees, building permit fees, and water and water tap and use fees and impact fees;
- (h) to timely perform and complete each task, duty and responsibility of the Developer set forth in this Agreement; and
- (i) to pay the City all legal fees incurred by the City in the negotiating and drafting of this Agreement.

Article IX. Assignment of Commitments and Obligations

9.01. Developer Assignment of Agreement. The Developer's rights and obligations under this Agreement may be assigned by the Developer to one (1) or more purchasers of all or part of the Property; provided the City Council of the City must first approve and consent to any such assignment by the Developer of this Agreement or of any right or duty of the Developer pursuant to this Agreement; which consent shall not be unreasonably withheld or delayed. The City hereby expressly consents to and approves any future assignment of the Developer's rights and obligations under this Agreement (wholly or partially) to Landowner and agrees that no further consent to any such assignment to Landowner will be necessary; however, a copy of such assignment must be delivered to the City within ten (10) business days of execution. If the Developer assigns its rights and obligations hereunder as to a portion of the Property in accordance with the terms of this Agreement, then the rights and obligations of any assignee and the Developer will be severable, and the Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Developer, the City may pursue all remedies against that nonperforming Developer(s), but will not impede development activities of any performing Developer as a result of that nonperformance.

9.02. Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns; however, this Agreement is not intended to and will expressly not encumber any platted single family residential lot within the Property that has been improved with a residence constructed thereon.

Article X. Default and Related Provisions

10.01. Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such Party of notice of default from the other Party. Upon the passage of fourteen (14) business days without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of a default not cured within the applicable time period set forth above, the non-defaulting Party may terminate this Agreement or seek other equitable relief not inconsistent with this Agreement, including, without limitation, specific performance, to enforce the terms of 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.

10.02. 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.

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

10.04. 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.

10.05. Force Majeure.

- (a) The term “force majeure” as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.
- (b) If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out any of 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.

Article XI. Notices

11.01. 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
201 N. Brushy Street
P.O. Box 319
Leander, Texas 78646-0319

with copy to:

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

Any notice mailed to the Developer shall be addressed:

M/I Homes of Austin, LLC
Attn: Ruth Waters
405 State Hwy. 121, Suite A-110
Lewisville, Texas 75067

with copy to:

Cannon 140 LP
Attn: Terry Guerin
202 Picea Drive
Lakeway, Texas 78734

And

Singleton Cooksey PLLC
Attn.: Robert H. Singleton, Jr.
6363 Woodway, Suite 600
Houston, Texas 77057

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

Article XII. Miscellaneous Provisions

12.01. The Parties acknowledge that the mutual promises and obligations of the Parties expressed herein are good, valuable, and sufficient consideration for this Agreement. The Parties further acknowledge that the City and the Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were the Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City that 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.

12.02. This Agreement, together with any exhibits attached hereto, constitutes the entire

agreement between Parties with respect to the subject matter hereof and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

12.03. 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.

12.04. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

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

12.06. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas within ninety (90) days after the Effective Date.

12.07. 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.

12.08. 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 the 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.

12.09. 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, the Developer represents that the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, 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.

12.10. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the Developer represents that the Developer and all wholly owned subsidiary, majority-owned subsidiary, parent company and affiliates of Developer do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, the Owner represents that the Owner and all wholly owned subsidiary, majority-owned subsidiary, parent company and affiliates of Owner do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase “Discriminates Against a Firearm Entity or Firearm Trade Association” as used in this paragraph have the meanings assigned to the phrase “Discriminate Against a Firearm Entity or Firearm Trade Association” in Section 2274.001(3) of the Texas Government Code, as amended.

12.11. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, 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 energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase “Boycott Energy Companies” as used in this paragraph have the meanings assigned to the phrase “Boycott Energy Company” in Section 809.001 of the Texas Government Code, as amended.

12.12. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

12.13. The City and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

12.14. To facilitate execution, this Agreement may be executed in any number of counterparts. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

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

<u>Exhibit A</u>	-	Property Description
<u>Exhibit B</u>	-	General Route of Offsite Water Main Project and Offsite Wastewater Main Project
<u>Exhibit C</u>	-	Onsite Wastewater Project
<u>Exhibit D</u>	-	Approved Concept Plan
<u>Exhibit E</u>	-	Electricity Lines
<u>Exhibit F</u>	-	CR 175 Culvert Improvements

[signature pages follow]

EXECUTED in multiple originals this the 3rd day of March, 2022.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: Dara Crabtree
Name: Dara Crabtree
Title: City Secretary

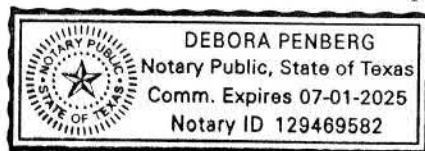
By: C. de Lisle
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 3rd day of March, 2022,
by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal
corporation, on behalf of said corporation.

(SEAL)

Debora Penberg
Notary Public, State of Texas



LANDOWNER:

Cannon 140 LP,
a Texas limited partnership

By: Cannon 140 GP, LLC,
a Texas limited liability company,
its General Partner

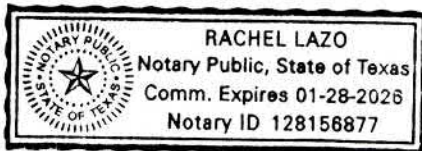
By: [Signature]
Name: Michael K. Love
Title: President

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this 14 day of February, 2022,
by Michael K. Love, President of Cannon 140 GP, LLC, a Texas limited liability
company, General Partner of Cannon 140 LP, a Texas limited partnership, on behalf of said
limited liability company and limited partnership.

[Signature]
Notary Public, State of Texas

(SEAL)



DEVELOPER:

M/I Homes of Austin, LLC
an Ohio limited partnership

By: [Signature]
Name: WILLIAM G PECKMAN
Title: AREA PRESIDENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of FEBRUARY, 2022, by WILLIAM G PECKMAN, AREA PRESIDENT of M/I Homes of Austin, LLC, an Ohio limited liability company, on behalf of said limited liability company.

(SEAL)

[Signature]
Notary Public, State of Texas

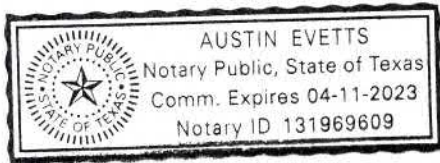


EXHIBIT A Description of Property

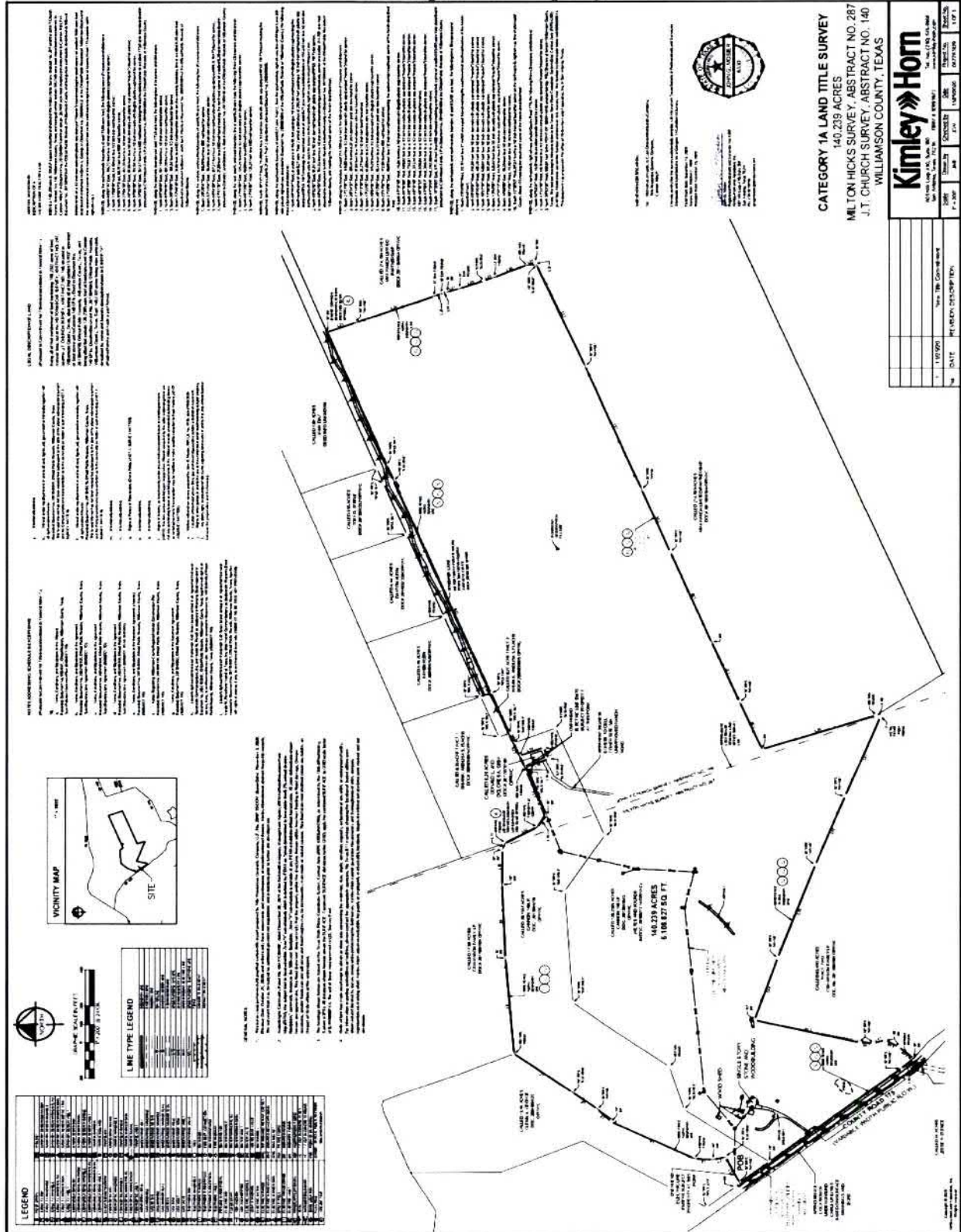
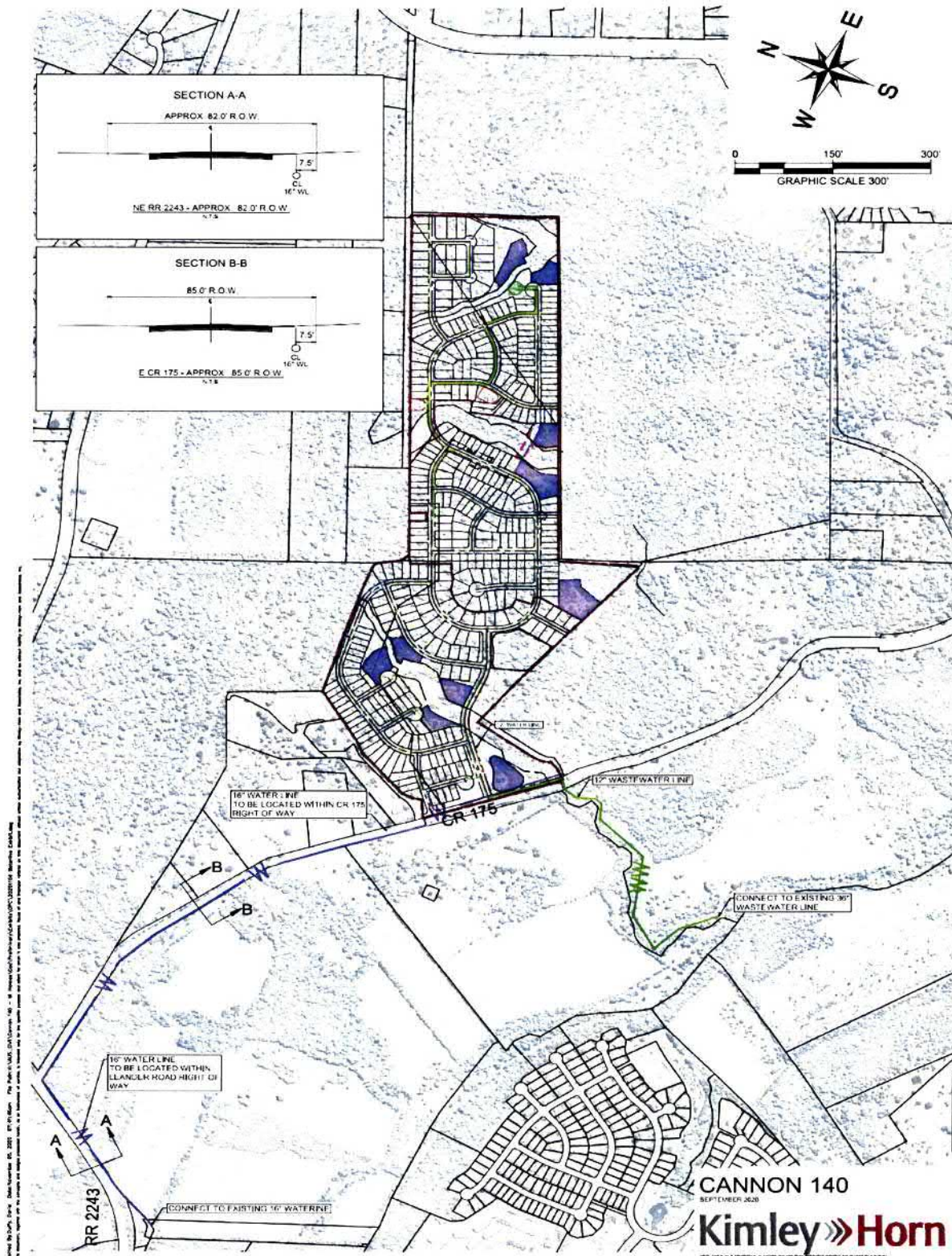


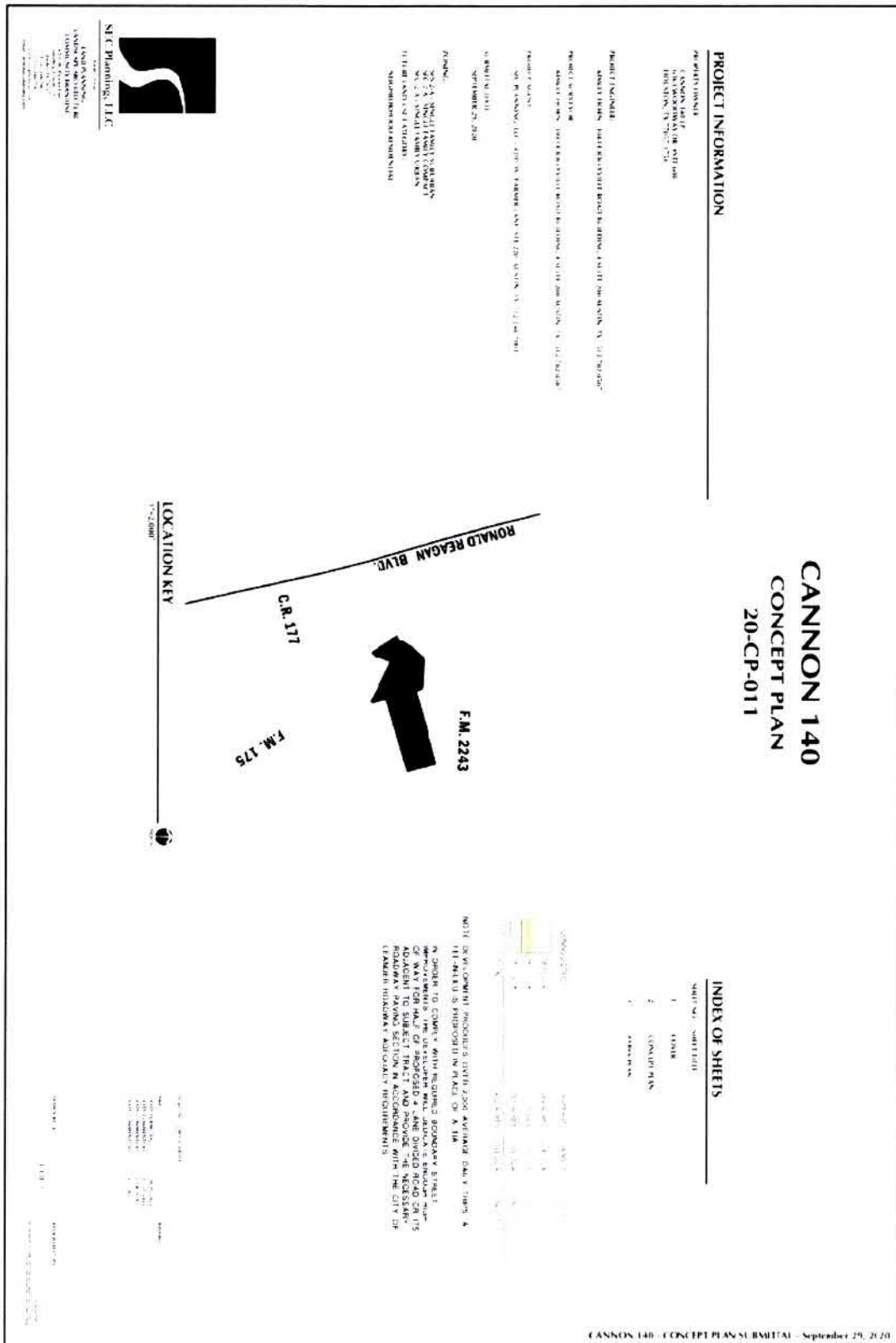
EXHIBIT B **General Route of Offsite Water Main Project and Offsite Wastewater Main Project**

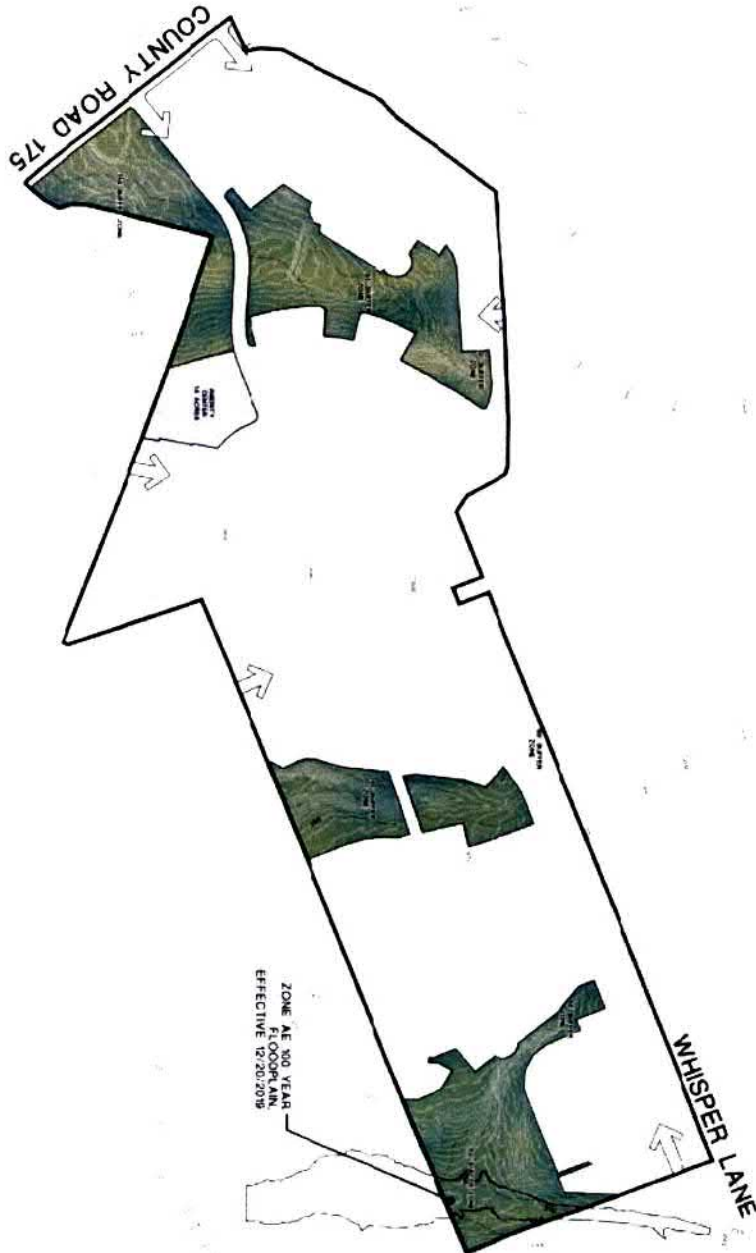




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EXHIBIT D Approved Concept Plan



[illegible]

**CANNON 140
PARKS PLAN
20-CP-011**

NOTES:
1. PLAN HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH COMPOSITE ZONING ORDINANCE AND
SUBDIVISION ORDINANCE
2. FLOOD HAZARD AREAS PER FEMA 489-C-04-045

Exhibit E

Electricity Lines

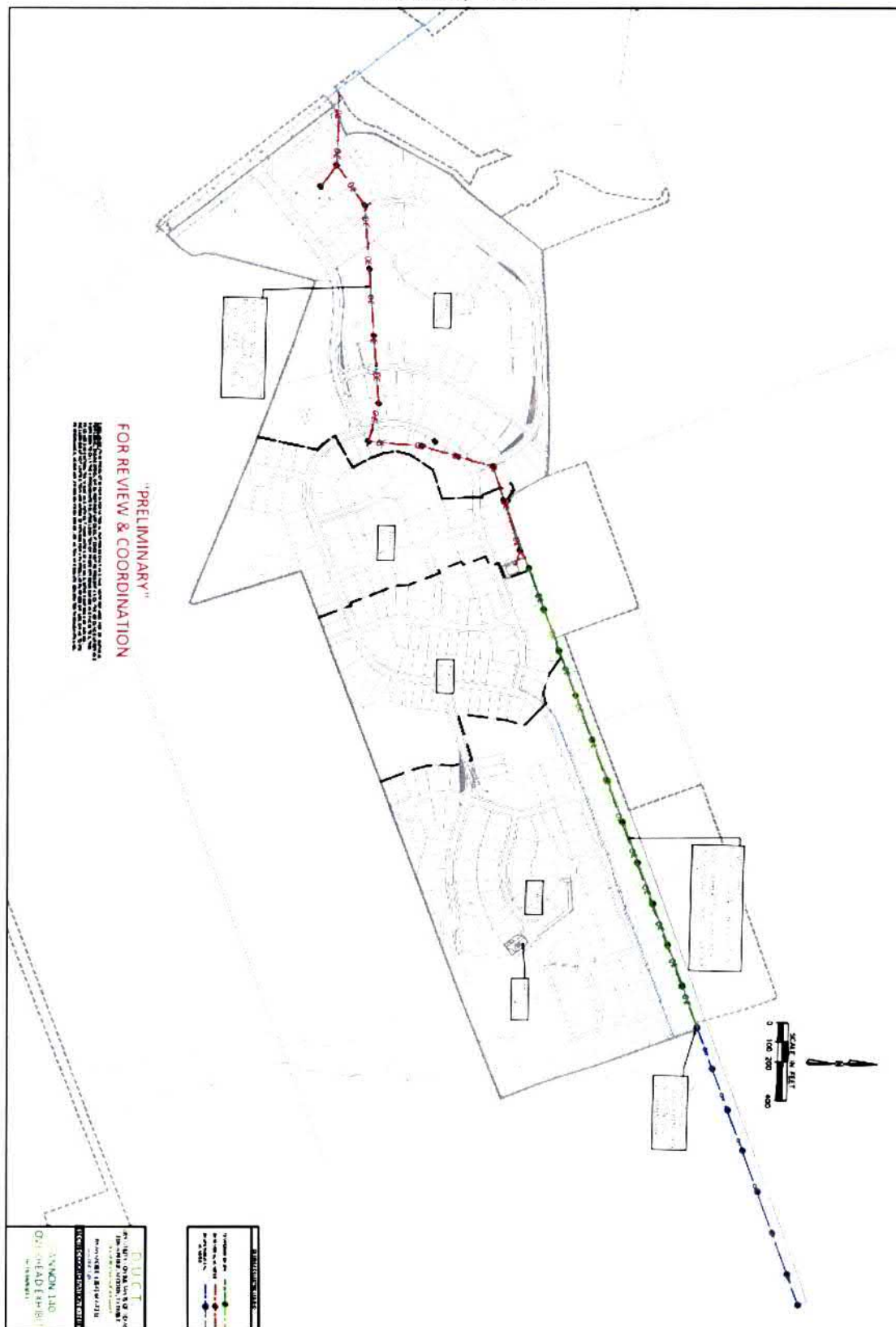
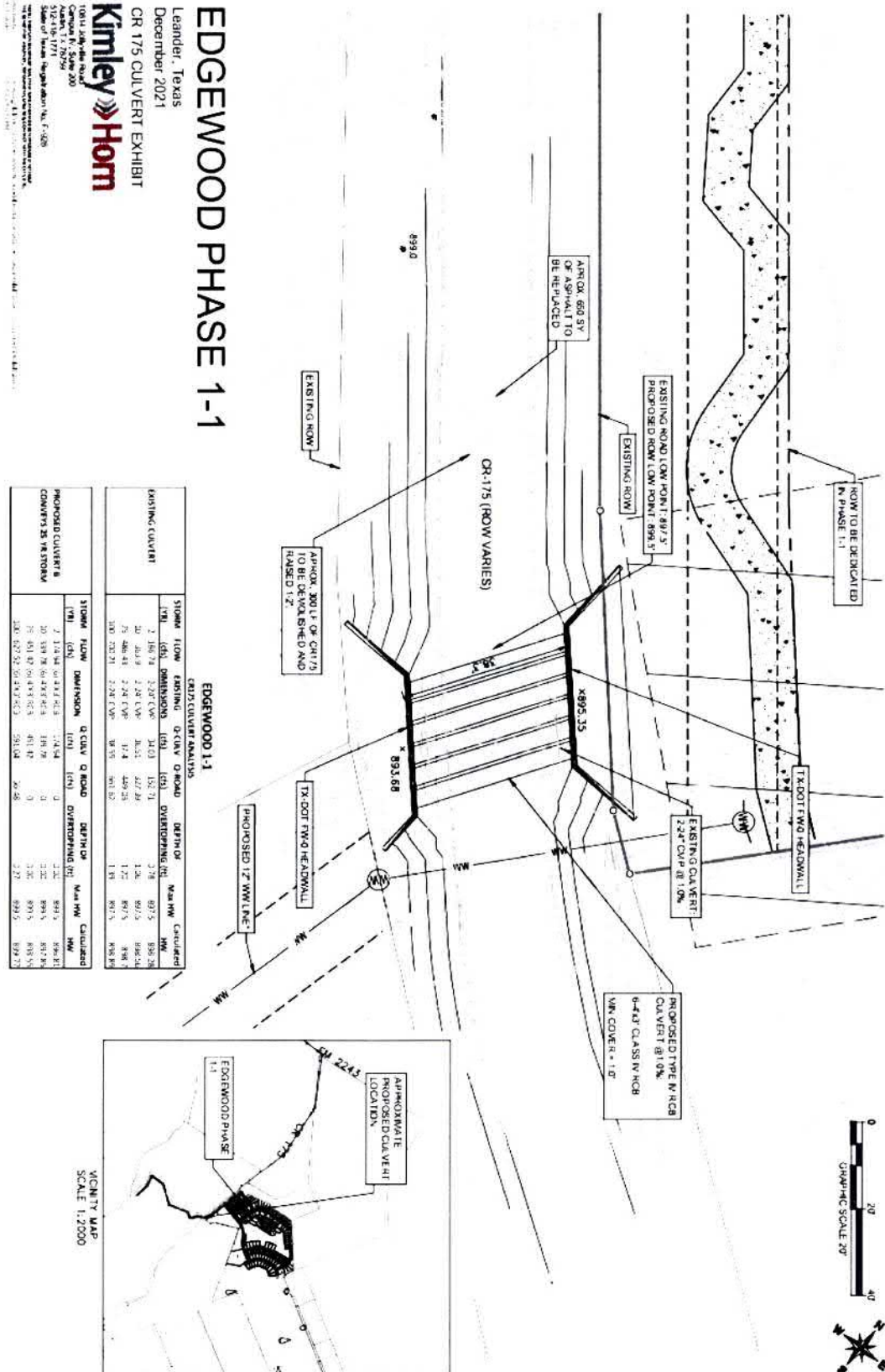


Exhibit "F" CR 175 Culvert Improvements



ONSITE WASTEWATER PROJECT ALTERNATE #2 EDGEWOOD PHASE 2, SECTION 1 KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129																															
ITEM	DESCRIPTION	UNIT	QTY.	LIBERTY CIVIL		QTY.	JL GRAY		QTY.	PRO DIRT SERVICES		QTY.	CASH CONSTRUCTION		QTY.	CC CARLTON															
				UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT														
WASTEWATER ALTERNATE (WWL-A STA 1+00 to STA 8+22.51) AND FM-A ALTERNATE																															
1	12" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	723	\$	65.78	\$	47,558.94		723		107.50	\$	77,722.50		723		71.00	\$	51,333.00		723		112.00	\$	80,976.00		723		105.00	\$	75,915.00
2	6" PVC WASTEWATER FORCEMAIN ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	419	\$	52.10	\$	21,829.90		419		70.00	\$	29,330.00		419		43.00	\$	18,017.00		419		69.00	\$	28,911.00		419		56.00	\$	23,464.00
3	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$	\$2,330.87	\$	6,992.61		3	\$	\$2,893.00	\$	8,679.00		3	\$	\$2,409.17	\$	7,227.51		3	\$	\$2,700.00	\$	8,100.00		3	\$	\$2,450.00	\$	7,350.00
4	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	9	\$	\$2,402.83	\$	21,625.47		9	\$	\$3,447.00	\$	31,023.00		9	\$	\$3,603.67	\$	32,433.03		9	\$	\$5,270.00	\$	47,430.00		9	\$	\$2,650.00	\$	23,850.00
5	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$	\$5,809.01	\$	11,618.02		2	\$	\$6,569.00	\$	13,138.00		2	\$	\$7,393.01	\$	14,786.02		2	\$	\$7,590.00	\$	15,180.00		2	\$	\$8,400.00	\$	16,800.00
6	5' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$9,595.86	\$	9,595.86		1	\$	\$11,871.00	\$	11,871.00		1	\$	\$9,809.95	\$	9,809.95		1	\$	\$14,000.00	\$	14,000.00		1	\$	\$13,150.00	\$	13,150.00
7	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,142	\$	1.15	\$	1,313.30		1,142	\$	2.20	\$	2,512.40		1,142	\$	1.63	\$	1,861.46		1,142	\$	0.50	\$	571.00		1,142	\$	1.00	\$	1,142.00
8	TESTING	LF	1,142	\$	3.24	\$	3,700.08		1,142	\$	2.20	\$	2,512.40		1,142	\$	2.22	\$	2,535.24		1,142	\$	4.00	\$	4,568.00		1,142	\$	2.80	\$	3,197.60
ONSITE WASTEWATER PROJECT ALTERNATE #2					\$124,234.18					\$176,788.30					\$138,003.21					\$199,736.00					\$164,868.60						



DEVELOPMENT AGREEMENT FOR THE EDGEWOOD DEVELOPMENT

This Development Agreement for the Edgewood Development (this "**Agreement**") is made and entered into, effective as of the 3rd day of March, 2022 (the "**Effective Date**"), by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "**City**"), **M/I Homes of Austin, LLC**, an Ohio limited liability company (the "**Developer**"), and **Cannon 140 LP**, a Texas limited partnership (the "**Landowner**"). The Landowner is joining this Agreement solely for the purpose of consenting to the development of the Property pursuant to the terms and conditions contained in the Agreement. The City and the Developer are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**". The Parties agree as follows.

Article I. Purpose; Consideration

1.01. Property. The Developer and Landowner each own portions of the certain 140.239 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "**Property**"). The Developer intends to purchase and develop the remainder of the Property over time. The Parties agree that all rights and obligations relating to the development of the Property are held uniquely by the Developer. The Property is proposed for development as a single-family subdivision development with approximately 378 dwelling units (the "**Development**"). The Property is located in the City limits and currently has the appropriate zoning for the Development.

1.02. Purpose. The City desires to contract with the Developer to oversize an off-site water main and an off-site wastewater main (collectively, the "**Offsite Infrastructure**") and certain onsite wastewater improvements, including a force main, lift station, and a gravity wastewater line to serve areas outside of the Property (collectively the "**Onsite Wastewater Infrastructure**"), as more particularly described in Article III below, to serve City customers outside of the Property, with the City rebating water impact fees and wastewater impact fees to the Developer as provided herein to offset the costs incurred by the Developer to oversize the Offsite Infrastructure and Onsite Wastewater Infrastructure. The Offsite Infrastructure and Onsite Wastewater Infrastructure will be conveyed to and operated by the City as part of the City's utility system upon completion in accordance with the requirements of this Agreement. The Developer wishes to receive impact fee rebates for a portion of the costs of oversized Offsite Infrastructure and Onsite Wastewater Infrastructure to be installed under this Agreement. The Developer further wishes to install overhead electric lines to serve the Property on a temporary basis during development, with the understanding that the overhead electric within the Property will be replaced with underground electric lines per City rules in phases as the Property is developed.

1.03. General Benefits. The City will benefit from this Agreement by virtue of the oversizing of the Offsite Infrastructure and construction of the Onsite Wastewater Infrastructure as provided herein and agrees that the provisions of this Agreement substantially advance a legitimate interest of the City by providing public infrastructure, expanding the tax base of the City, increasing employment, promoting economic development, and stimulating business and commercial activity in the City. The Developer will benefit from this Agreement by virtue of: (i) the water and wastewater service that will be made available to the Property through the use of the City's water and wastewater utility system, (ii) the water and wastewater impact fee credits provided by the City to the Developer as provided herein to offset the costs incurred by the Developer to oversize the Offsite

Infrastructure, and (iii) the ability to install overhead electric lines to serve the Property on a temporary basis during development.

1.04. Authority. This Agreement is entered into pursuant to the City Charter and applicable Texas law, including the City's authority as a home rule municipality under Article XI, Section 5 of the Texas Constitution.

1.05. Consideration. The benefits to the Parties set forth in this Article I, plus 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. Term; Termination

2.01. Term. The term of this Agreement shall be ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement.

2.02. Termination. The Parties further mutually agree that this Agreement shall be in full force and effect from the Effective Date hereof and that either party may pursue remedies for any default of this Agreement, including termination, in accordance with the provisions of Article X of this Agreement.

Article III. The Project

3.01. Offsite Water Main Project. The offsite water main project consists of the construction, installation, and extension of approximately 6,850 linear feet of offsite water transmission main, oversized from twelve inches (12") to sixteen inches (16") in diameter, from the City's existing sixteen inch (16") water line located at the intersection of Ronald Wilson Reagan Boulevard and RM 2243 east along RM 2243 and then south along CR 175 to the Property, along the route approved by the City and generally shown in blue in Exhibit B (the "Offsite Water Main Project"). The Offsite Water Main Project includes the water main and those facilities and equipment required for the water main to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, the approved construction plans, and good design and engineering practices. The City agrees that the Offsite Water Main Project may be installed within the right-of-way of RM 2243 and CR 175 and Developer agrees to obtain all necessary permits from all applicable regulatory authorities prior to beginning construction of the Offsite Water Main Project.

3.02. Offsite Wastewater Main Project. The offsite wastewater main project consists of the construction, installation, and extension of approximately 3,000 linear feet of offsite wastewater collector main, oversized from eight inches (8") to twelve inches (12") in diameter, southward along CR 175 and then westward through an existing easement to the City's existing thirty-six inch (36") Brushy Creek Wastewater Interceptor, along the route approved by the City and generally shown in green in Exhibit B (the "Offsite Wastewater Main Project"). The Offsite Wastewater Main Project includes the wastewater main and those facilities and equipment required for the wastewater main to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, approved construction plans, and good design and engineering practices.

3.03 Onsite Wastewater Project. The onsite wastewater project consists of the construction

of: (1) a lift station to serve a total of 483 LUEs, oversized to serve an additional 369 offsite LUEs; (2) 1,650 LF of force main, oversized from four inches (4") to six inches (6"); and (3) 3,000 LF of gravity wastewater line, oversized from eight inches (8") to twelve inches (12"), all as generally depicted on **Exhibit C** (the "Onsite Wastewater Project"). The Onsite Wastewater Project will be designed and constructed in four (4) separate phases, as depicted on **Exhibit C**. The Onsite Wastewater Project includes the lift station, force main and gravity wastewater line and those facilities and equipment required for the efficient operation of the wastewater system, to provide service to the Property and adjacent properties, and to comply with all applicable state and local rules, regulations, and standards, approved construction plans, and good design and engineering practices.

3.04 Timely Completion. The Offsite Water Main Project, the Offsite Wastewater Main Project, and the Onsite Wastewater Project shall be referred to collectively as the "Project". The Developer shall use reasonable efforts to complete and obtain City acceptance of the Project on or before the seven (7) year anniversary of the filing date of the Preliminary Plat. No final plat of land out of the Property will be recorded until the associated segment of the Project required to be completed to provide water and wastewater service to the land within the final plat is completed by the Developer or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the Project. The Developer may construct the Project in one or more phases. Each phase of the Project shall be completed by Developer and Developer shall obtain City acceptance of the Project in accordance with the procedures and time frames set forth in the City's Subdivision Ordinance. 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. The Parties agree that the Developer is not required to oversize any internal water or wastewater utility infrastructure under this Agreement, unless otherwise provided in this Agreement.

Article IV. Project Engineer; Bidding of Project

4.01. Project Engineer. The Developer will retain a licensed professional engineer to prepare the design, construction plans and specifications, and supporting documentation for the Project in accordance with good engineering practices, the design and construction standards of all applicable state and local regulations, and this Agreement ("Project Engineer"). The Project Engineer will work and coordinate with the City Engineer to obtain the timely review and approval by the Developer, the City Engineer, and the Director of Development Services of the design, plans, specifications, and construction of the Project. The Developer shall be responsible for ensuring that the Project Engineer complies with the terms of this Agreement, including with regard to the responsibilities assigned to the Project Engineer herein.

4.02. Bidding for the Project.

(a) The Project Engineer will advertise the Project for sealed competitive bids in compliance with the Texas Local Government Code based on the City Engineer approved design and plans and specifications, and will recommend the lowest qualified bidder/contractor to the Developer and the City. The Project Engineer will provide the City Engineer and the City's purchasing agent with: (i) prior written notice of the dates of advertisement for bids and the opening of the bids; and (ii) a copy of the advertisement for bids. Notwithstanding anything contained herein to the contrary, the Developer is responsible for bidding the Project in compliance with Chapter 252,

Texas Local Government Code. The Developer will utilize a unit price contract for the Project. The Project includes the components described in subsections (a)(1), (2), and (3) below:

(1) The Offsite Water Main Project will be advertised for bids with an alternate bid being required for a twelve inch (12") water main ("**Offsite Water Main Alternate #1**") and an alternate bid being required for a sixteen inch (16") water main ("**Offsite Wastewater Main Alternate #2**"), together, in each case, with all equipment and related facilities and structures shown on the City approved plans and specifications for the Offsite Water Main Project. The responsive bids must clearly and separately demonstrate the amounts bid for the Offsite Water Main Project (Offsite Water Main Alternates #1 and #2).

(2) The Offsite Wastewater Main Project will be advertised for bids with an alternate bid being required for an eight inch (8") wastewater collector main ("**Offsite Wastewater Main Alternate #1**") and an alternate bid being required for a twelve inch (12") wastewater collector main ("**Offsite Wastewater Main Alternate #2**"), together, in each case, with all equipment and related facilities and structures shown on the City approved plans and specifications for the Offsite Wastewater Main Project. The responsive bids must clearly and separately demonstrate the amounts bid for the Offsite Wastewater Main Project (Offsite Wastewater Main Alternates #1 and #2).

(3) The Onsite Wastewater Project will be advertised for bids with an alternate bid being required for: a lift station serving 114 LUEs in the Property, a four (4") inch force main, and an eight (8") gravity wastewater line ("**Onsite Wastewater Project Alternate #1**") and an alternative bid being required for a lift station serving 483 LUEs (to serve the Property and additional off-site connections), a six (6") inch force main, and a twelve (12") gravity wastewater line ("**Onsite Wastewater Project Alternate #2**"), together, in each case, with all equipment and related facilities and structures shown on the City approved plans and specifications for the Onsite Wastewater Project. The responsive bids must clearly and separately demonstrate the amounts bid for the Onsite Wastewater Project (Onsite Wastewater Alternates #1 and #2). It is anticipated that the Onsite Wastewater Project will be designed, bid, and constructed in four different phases.

(b) The City Engineer shall within a reasonable time evaluate the bids for the Project 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, may be appropriately corrected or rejected by the City Engineer. The City Engineer will approve the award of the contract to the lowest qualified bidder/contractor, as recommended by the Project Engineer, and to proceed with the Project if the City Engineer determines that the bids for the Project are fair and balanced, after correcting or rejecting any unbalanced or skewed bids.

(c) Within ten (10) business days after the City's receipt of the bids described in subsection 4.02(a)(1), (2), and (3), the City Engineer will notify the Developer of his/her decision on whether to recommend approval or rejection of a bid and whether the City elects to proceed with the oversizing of each portion of the Project. If the City Engineer recommends approval of the bid relating to the oversizing of a portion of the Project, then the approval of the bid will be placed on the next available City Council agenda for action, not to exceed forty five (45) business days from the date the City received the bid, and the City shall not unnecessarily delay in the consideration of the approval of the bid. If the City approves a bid, as presented, that includes the oversizing of

a portion of the Project, the Developer shall be eligible to receive Impact Fee Rebates for the Reimbursable Costs, as described in Section 5.02. To the extent the City approves a bid(s) that includes the oversizing of a portion of the Project, the Developer may award a contract to a bidder/contractor that was not the lowest qualified bidder/contractor for the portion of the Project to be oversized. However, Developer shall only be eligible to receive Impact Fee Rebates for Reimbursable Costs that correspond to the bid(s) approved by the City, as contemplated in Section 5.02, and not for any amounts that exceed the bid approved by the City.

(d) If the City Engineer recommends rejection of all of the bids, then the Developer will have the right to terminate this Agreement upon written notice to the City without any liability or penalty therefor.

Article V. Cost of the Project; Reimbursable Costs

5.01. Project Facilities Costs and Expenses. The Developer shall contract for, fund, and pay for the design, bidding, contract negotiation, installation, and construction of the Project and shall be entitled to Impact Fee Rebates, as defined and provided in Article VI below, of up to one hundred percent (100%) of the Reimbursable Costs (defined in Section 5.02 below) from the City, based on the oversizing of the Project, as provided in Section 4.02 above, subject to the provisions and limitations set forth in this Agreement.

5.02. Reimbursable Costs. The “Reimbursable Costs” for the Project shall include the following expenditures:

- (a) the difference between the dollar amount of the approved bid for the Offsite Water Main Alternate #1 and the dollar amount of the approved bid for the Offsite Water Main Alternate #2;
- (b) the difference between the dollar amount of the approved bid for the Offsite Wastewater Main Alternate #1 and the dollar amount of the approved bid for the Offsite Wastewater Main Alternate #2;
- (c) the difference between the dollar amount of the approved bid for the Onsite Wastewater Project Alternate #1 and the dollar amount of the approved bid for the Onsite Wastewater Project Alternate #2;
- (d) the City’s approval of any Project cost overruns, as further described in Section 5.04; and
- (e) all other necessary and reasonable out of pocket costs expended by the Developer and approved by the City, provided that all such sums and amounts shall have been approved by the City Council prior to the Developer commencing work in connection with the Project. Developer shall not receive or be entitled to receive any Impact Fee Rebates or reimbursements for any of the costs attributable to any portion of the Project that is not oversized and installed and constructed by Developer, unless otherwise noted in this Agreement.

5.04. Project Cost Overruns. To the extent the actual costs of the Project exceed the costs included in the bids approved by the City under Section 4.02(c), 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 their next regularly scheduled 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.

Article VI. Collection and Payment of Impact Fees

6.01. Payment of 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 and wastewater service by the City shall be required to pay the City's water impact fee (the "**Water Impact Fee**") and the City's wastewater impact fee (the "**Wastewater 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, from time to time, and that is in effect when the fee is paid. The Water Impact Fee and the Wastewater Impact Fee are referred to collectively as the "**Impact Fees**". The Impact Fees 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.

6.02. Water Impact Fee Rebates. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of sixty percent (60%) of the Water Impact Fees paid to the City for connections to the City water utility system 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 Rebates**"). 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 for the water improvements described in Section 5.02(a)(1); (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 for the water improvements from any source of funds available to the City in one or more lump sum payments.

6.03. Wastewater Impact Fee Rebates. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of sixty percent (60%) of the Wastewater Impact Fees paid to the City for connections to the City wastewater utility system within: (i) the Property; and (ii) within land or developments that connect to the Project by a direct connection or by a wastewater line that is not listed and included in the City capital improvements plan and ordinance that establishes the Wastewater Impact Fees (the "**Wastewater Impact Fee Rebates**"). The Wastewater Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Wastewater Impact Fee Rebates, or a combination of Wastewater Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs for the wastewater improvements described in 5.02(a)(2) and (3); (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 for the wastewater improvements from any source of funds available to the City in one or more lump sum payments. The Water Impact Fee Rebates and Wastewater Impact Fee Rebates will be collectively referred to as the **"Impact Fee Rebates"**.

6.04. Suspension of Impact Fee Rebates. The City may suspend payment of Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

6.05. Escrow Accounts. Commencing on the Effective Date and continuing until the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates have been fully paid to the Developer in accordance with this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the **"Water Escrow Account"**) and a separate escrow account for Wastewater Impact Fees (the **"Wastewater Escrow Account"**). The City will deposit into the Water Escrow Account sixty percent (60%) of the Water Impact Fees paid to and received by the City for water connections listed in Section 6.02. The City will deposit into the Wastewater Escrow Account sixty percent (60%) of the Wastewater Impact Fees paid to and received by the City for wastewater connections listed in Section 6.03. The Water Escrow Account and the Wastewater Escrow Account will be held by the City and the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Water Impact Fee Rebates and the Wastewater Fee Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Offsite Water Main Project and the Offsite Wastewater Main Project

6.06. Payment of Water Impact Fee Rebates. 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 calendar quarter in which the City receives the Water Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Developer shall not receive Water Impact Fee Rebates that are in excess of the Reimbursable Costs of the water improvements.

6.07. Payment of Wastewater Impact Fee Rebates. Wastewater Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Wastewater Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the calendar quarter in which the City receives the Wastewater Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Wastewater Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. The Developer shall not receive Wastewater Impact Fee Rebates that are in excess of the Reimbursable Costs of the wastewater improvements.

Article VII. Development of the Property

7.01. Vesting. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Developer has vested authority to develop the Property in accordance with the Applicable Regulations, as modified by this Agreement and any subsequently approved modifications, waivers or variances to City ordinances, notwithstanding any subsequently adopted ordinances, rules or regulations, or changes or modifications to the City's ordinances, rules and regulations which will only be applicable to the extent allowed by Chapter 245, Texas Local Government Code (the **"Vested Rights"**), provided that the Vested Rights will terminate and expire in the event that: (1) Developer, or its successors or assigns with respect to

any affected portion of the Property, agrees in writing to such modification or revocation; (2) Developer fails to complete and obtain final City acceptance of one or more subdivision sections out of the Property within five years after the Effective Date, or thereafter abandons development of the Property; (3) an application for an amendment of the concept plan for the Property is submitted by Developer that substantially changes the density, land uses, parkland or transportation improvements from that approved by the City as contemplated by this Agreement; or (4) State law or court order mandates otherwise. The Concept Plan for the Property approved by the City on February 23, 2021 is attached as **Exhibit D**. Except as modified by this Agreement, the Property will be developed in compliance with the Applicable Regulations, and the City hereby confirms, acknowledges, and agrees that the Developer has vested authority to develop the Property in accordance with the Applicable Regulations, as modified by this Agreement. If there is any conflict between the Applicable Regulations, as defined herein, and the terms of this Agreement, the terms of this Agreement will control. As used in this Agreement, "abandons development of the Property" or "abandons the project" means that Developer commences the development of a subdivision section within the Property for which all required permits have been issued, but fails to complete such development within five years thereafter.

7.02. Development of the Property. Except as modified by this Agreement, the Property will be developed in accordance with all applicable City, State, and federal regulations as of the Effective Date (collectively, the "**Applicable Regulations**"), as well as good engineering practices. Ordinances, rules, or regulations, or changes or modifications to the City's ordinances, rules, and regulations adopted after the Effective Date will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code.

7.03. Temporary Overhead Electric Lines. It is acknowledged that there is minimal electric infrastructure in the area of this Development and that there exists a public necessity for electric infrastructure. In order to facilitate the installation of electric infrastructure to serve the area in which the Property is located, the City agrees that, instead of initially installing underground electric lines, as would otherwise be required by the Applicable Regulations, the Developer may instead install offsite and onsite overhead electric lines to serve the Property, as depicted in the attached **Exhibit E**; provided, however, that, as each phase of the Property is developed, the Developer will be required to cause the onsite overhead electric lines within such phase to be replaced with underground electric lines in accordance with the Applicable Regulations. The Developer will not be required to cause any offsite overhead electric lines to be replaced with underground electric lines. All of the costs and expenses associated with the installation of onsite and offsite, overhead, and underground electric lines for the Development shall be paid by the Developer.

7.04. Masonry Requirements. For purposes of this Agreement and the Applicable Regulations, the definition of "masonry" shall include stone, brick, or stucco. The exterior wall standards set forth in this section shall apply to all structures located on the Property. At least eighty-five percent (85%) of the combined exterior surface area of all walls, including all stories of primary buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

7.05. County Road 175 Culvert Crossing; Roadway Adequacy Fee. In addition to the construction of the Project, the Developer agrees to replace the existing culvert crossing (the "**Culvert Improvements**") located approximately 4,850 feet south of the intersection of RR 2243

and CR 175 to convey 25-year stormwater flow, as defined by the City of Leander Code of Ordinances. The Culvert Improvements will be constructed at the location and pursuant to the specifications included in the attached **Exhibit F** and the City of Leander Standard Construction Details adopted on January 6, 2021. The parties agree that, pursuant to Section 10.03.003(c), City of Leander Code of Ordinances, the Developer shall be responsible for a roadway adequacy fee relating to the Development. The City Engineer will timely review all payments undertaken by the Developer relating to the design and construction of the Culvert Improvements. Upon approval by the City Engineer of such payments, the City will provide a credit to the Developer to offset any payments then due (or coming due) to the City relating to the applicable roadway adequacy fee for the Development. In the event that costs relating to the Culvert Improvements exceed the total amount of the roadway adequacy fee for the Development, the City agrees to waive the entirety of the fee and the Developer agrees to bear any costs in excess of the fee.

Article VIII. Additional Agreements

8.01. Additional City Agreements. The City hereby agrees:

- (a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely manner;
- (b) to review and approve the plans, specifications, bids for, and costs of the Project in a timely manner;
- (c) during the course of the Project, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Project in a timely manner; and to approve the Project and Project Costs, including the Reimbursable Costs, in a timely manner if constructed in accordance with the City approved plans and specifications;
- (d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's water utility system and wastewater utility system, as applicable, and use the Project to provide water and wastewater service within the Property on the same terms and conditions as the City serves similarly situated and occupied properties;
- (e) after the Developer completes construction and obtains City acceptance of the Project and upon the Developer completing construction of a phase or section of the Development in compliance with this Agreement and the City giving final acceptance of that phase or section, the City will approve connections to the water system and the wastewater system, as appropriate, apply the payment of Impact Fees, as described in Section 6.01, pay Impact Fee Rebates, as described in Section 6.06 and 6.07, and provide such services within the completed phase or section of the subdivision on the same terms and conditions as then provided within other areas of the City;
- (f) to review and process the applications made, and the plans and specifications submitted, by the Developer with respect to the Development in a timely manner;
- (g) to provide use of all necessary City rights-of-way and easements as may be necessary for construction of the Project. ; and

- (h) to timely perform and complete each task, duty, and responsibility of the City set forth in this Agreement.

8.02. Additional Developer Agreements. The 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 Article IV;
- (b) to review and approve the plans and specifications for the Project (including the estimated cost of the Project), 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 so that the City can assure that the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, 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 competitive bids approved by the City and the Developer for construction of the Project in accordance with the procedures set forth in this Agreement;
- (e) to dedicate the improvements constituting the Project, as applicable, to the City upon completion of same in accordance with the plans and specifications therefor and this Agreement;
- (f) to pay, or to cause its successors and assigns to pay, the City's water and wastewater impact fees the City establishes by ordinance for each lot, tract, parcel or building site in the Subdivision prior to utility service being provided to such lot, tract, parcel or building site, unless the City has elected instead to credit some or all of the amount of the unreimbursed Reimbursable Costs, as herein defined, against the amount of such fees that would otherwise be owed to the City, in which event Developer, its successors and assigns shall pay the amount of such fees not credited;
- (g) to pay, or cause its successors and assigns to pay, to the City, unless otherwise provided by this Agreement, all other fees and charges provided for or established by the Applicable Regulations for or with respect to the development of the Property when due, including, but not limited to, zoning and subdivision application fees, building permit fees, and water and water tap and use fees and impact fees;
- (h) to timely perform and complete each task, duty and responsibility of the Developer set forth in this Agreement; and
- (i) to pay the City all legal fees incurred by the City in the negotiating and drafting of this Agreement.

Article IX. Assignment of Commitments and Obligations

9.01. Developer Assignment of Agreement. The Developer's rights and obligations under this Agreement may be assigned by the Developer to one (1) or more purchasers of all or part of the Property; provided the City Council of the City must first approve and consent to any such assignment by the Developer of this Agreement or of any right or duty of the Developer pursuant to this Agreement; which consent shall not be unreasonably withheld or delayed. The City hereby expressly consents to and approves any future assignment of the Developer's rights and obligations under this Agreement (wholly or partially) to Landowner and agrees that no further consent to any such assignment to Landowner will be necessary; however, a copy of such assignment must be delivered to the City within ten (10) business days of execution. If the Developer assigns its rights and obligations hereunder as to a portion of the Property in accordance with the terms of this Agreement, then the rights and obligations of any assignee and the Developer will be severable, and the Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Developer, the City may pursue all remedies against that nonperforming Developer(s), but will not impede development activities of any performing Developer as a result of that nonperformance.

9.02. Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns; however, this Agreement is not intended to and will expressly not encumber any platted single family residential lot within the Property that has been improved with a residence constructed thereon.

Article X. Default and Related Provisions

10.01. Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such Party of notice of default from the other Party. Upon the passage of fourteen (14) business days without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of a default not cured within the applicable time period set forth above, the non-defaulting Party may terminate this Agreement or seek other equitable relief not inconsistent with this Agreement, including, without limitation, specific performance, to enforce the terms of 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.

10.02. 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.

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

10.04. 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.

10.05. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.
- (b) If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out any of 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.

Article XI. Notices

11.01. 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
201 N. Brushy Street
P.O. Box 319
Leander, Texas 78646-0319

with copy to:

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

Any notice mailed to the Developer shall be addressed:

M/I Homes of Austin, LLC
Attn: Ruth Waters
405 State Hwy. 121, Suite A-110
Lewisville, Texas 75067

with copy to:

Cannon 140 LP
Attn: Terry Guerin
202 Picea Drive
Lakeway, Texas 78734

And

Singleton Cooksey PLLC
Attn.: Robert H. Singleton, Jr.
6363 Woodway, Suite 600
Houston, Texas 77057

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

Article XII. Miscellaneous Provisions

12.01. The Parties acknowledge that the mutual promises and obligations of the Parties expressed herein are good, valuable, and sufficient consideration for this Agreement. The Parties further acknowledge that the City and the Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were the Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City that 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.

12.02. This Agreement, together with any exhibits attached hereto, constitutes the entire

agreement between Parties with respect to the subject matter hereof and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

12.03. 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.

12.04. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

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

12.06. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas within ninety (90) days after the Effective Date.

12.07. 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.

12.08. 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 the 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.

12.09. 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, the Developer represents that the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, 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.

12.10. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the Developer represents that the Developer and all wholly owned subsidiary, majority-owned subsidiary, parent company and affiliates of Developer do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, the Owner represents that the Owner and all wholly owned subsidiary, majority-owned subsidiary, parent company and affiliates of Owner do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase "Discriminates Against a Firearm Entity or Firearm Trade Association" as used in this paragraph have the meanings assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.

12.11. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, 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 energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase "Boycott Energy Companies" as used in this paragraph have the meanings assigned to the phrase "Boycott Energy Company" in Section 809.001 of the Texas Government Code, as amended.

12.12. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

12.13. The City and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

12.14. To facilitate execution, this Agreement may be executed in any number of counterparts. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

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

<u>Exhibit A</u>	-	Property Description
<u>Exhibit B</u>	-	General Route of Offsite Water Main Project and Offsite Wastewater Main Project
<u>Exhibit C</u>	-	Onsite Wastewater Project
<u>Exhibit D</u>	-	Approved Concept Plan
<u>Exhibit E</u>	-	Electricity Lines
<u>Exhibit F</u>	-	CR 175 Culvert Improvements

[signature pages follow]

EXECUTED in multiple originals this the 3rd day of March, 2022.

CITY:

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

Attest:

By: Dara Crabtree
Name: Dara Crabtree
Title: City Secretary

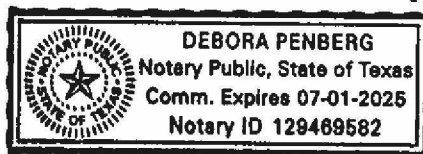
By: C. deLisle
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 3rd day of March, 2022,
by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal
corporation, on behalf of said corporation.

(SEAL)

Debora Penberg
Notary Public, State of Texas



LANDOWNER:

Cannon 140 LP,
a Texas limited partnership

By: Cannon 140 GP, LLC,
a Texas limited liability company,
its General Partner

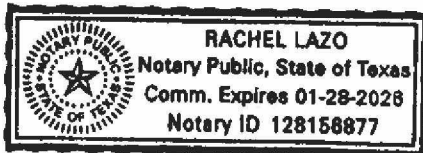
By: *Michael K Love*
Name: Michael K Love
Title: President

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this 14 day of February, 2022,
by Michael K. Love, President of Cannon 140 GP, LLC, a Texas limited liability
company, General Partner of Cannon 140 LP, a Texas limited partnership, on behalf of said
limited liability company and limited partnership.

Rachel Lazo
Notary Public, State of Texas

(SEAL)



DEVELOPER:

M/I Homes of Austin, LLC
an Ohio limited partnership

By: William G. Peckman
Name: WILLIAM G. PECKMAN
Title: AREA PRESIDENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of FEBRUARY, 2022, by WILLIAM G. PECKMAN, AREA PRESIDENT of M/I Homes of Austin, LLC, an Ohio limited liability company, on behalf of said limited liability company.

(SEAL)

Austin Evetts
Notary Public, State of Texas

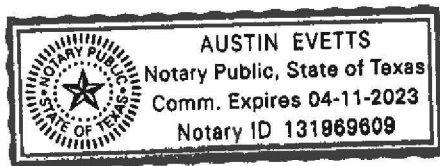


EXHIBIT A **Description of Property**

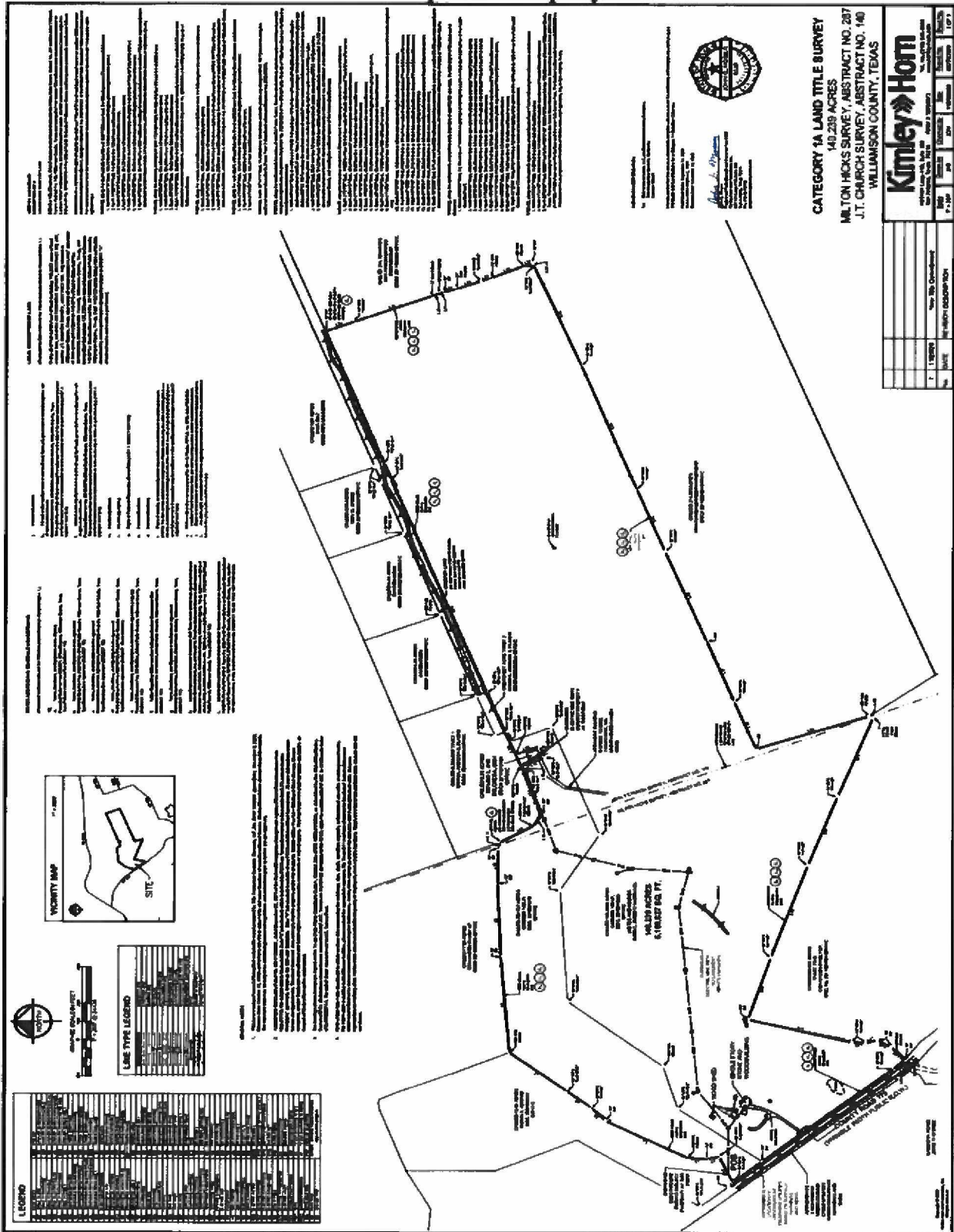
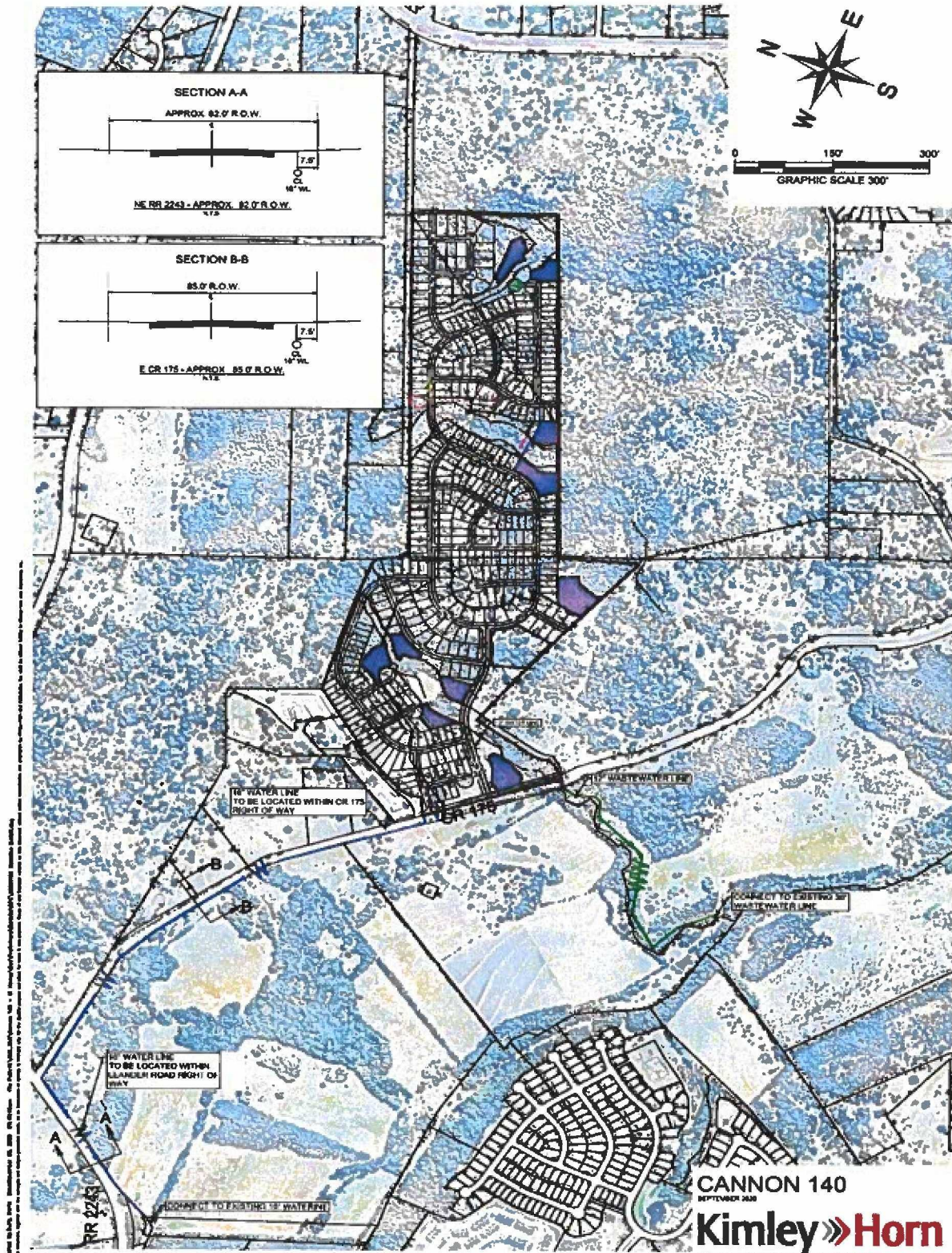


EXHIBIT B
General Route of Offsite Water Main Project and Offsite Wastewater Main Project



RECORDERS MEMORANDUM
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 not clearly legible for satisfactory
 recordation.

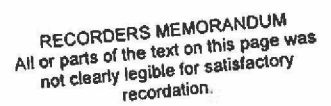
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EXHIBIT D Approved Concept Plan

PROJECT INFORMATION

PROJECT NAME:
CANNON 140

PROJECT LOCATION:
1401 E. 14TH AVENUE, SUITE 100, DENVER, CO 80202

PROJECT OWNER:
CANNON 140 LLC

PROJECT ARCHITECT:
CANNON 140 LLC

PROJECT ENGINEER:
CANNON 140 LLC

PROJECT DATE:
10/15/2020

PROJECT STATUS:
CONCEPT PLAN

PROJECT ADDRESS:
1401 E. 14TH AVENUE, SUITE 100, DENVER, CO 80202

PROJECT PHONE:
303.733.1400

PROJECT FAX:
303.733.1401

PROJECT EMAIL:
info@cannon140.com

PROJECT WEBSITE:
www.cannon140.com

PROJECT MAP:
CANNON 140 MAP

PROJECT LEGAL:
CANNON 140 LEGAL

PROJECT NOTES:
CANNON 140 NOTES

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
1	CANNON 140
2	CONCEPT PLAN
3	ADDITIONAL SHEETS

LOCATION KEY

NOTES:

1. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION.

2. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION.

3. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION.

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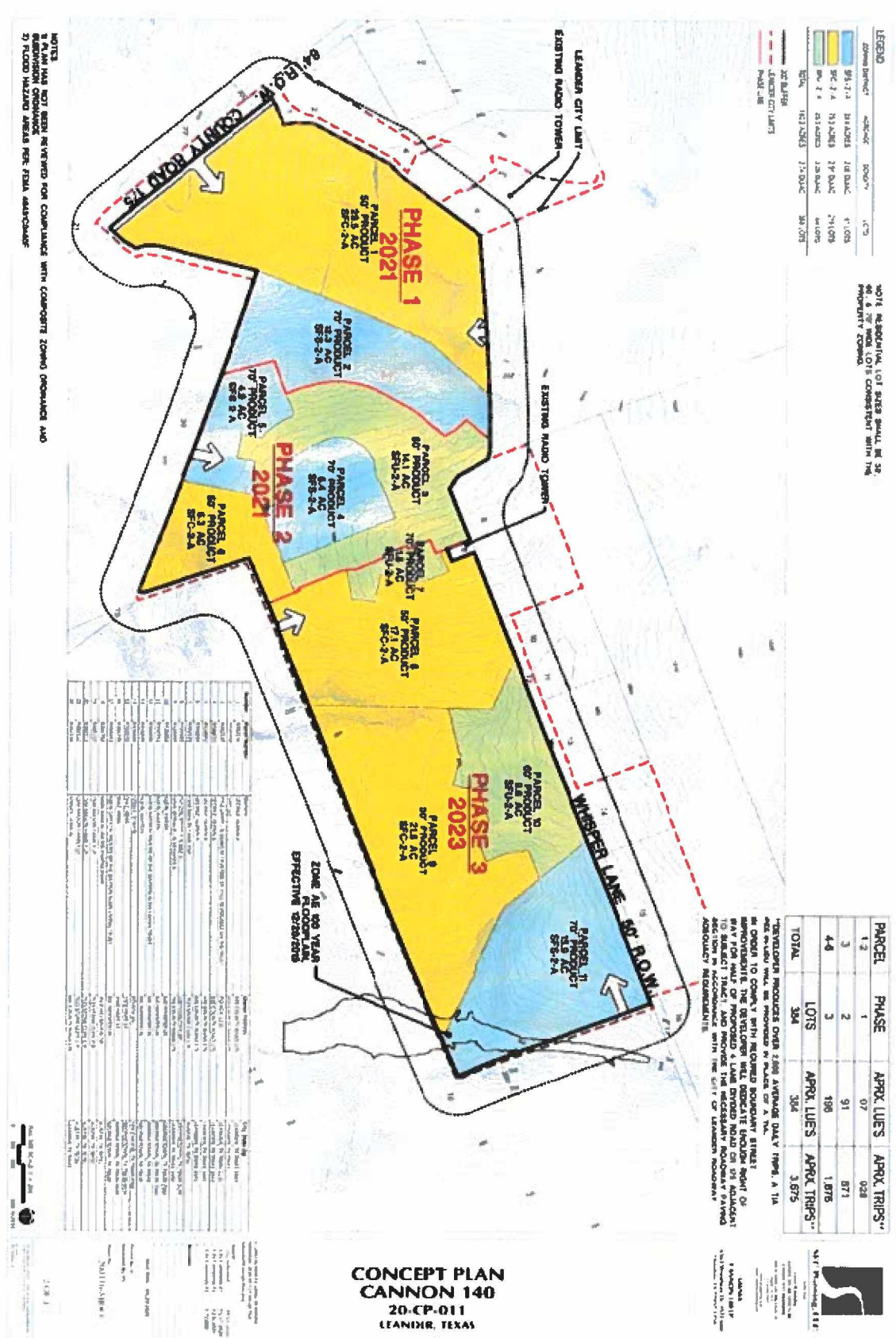
9. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION.

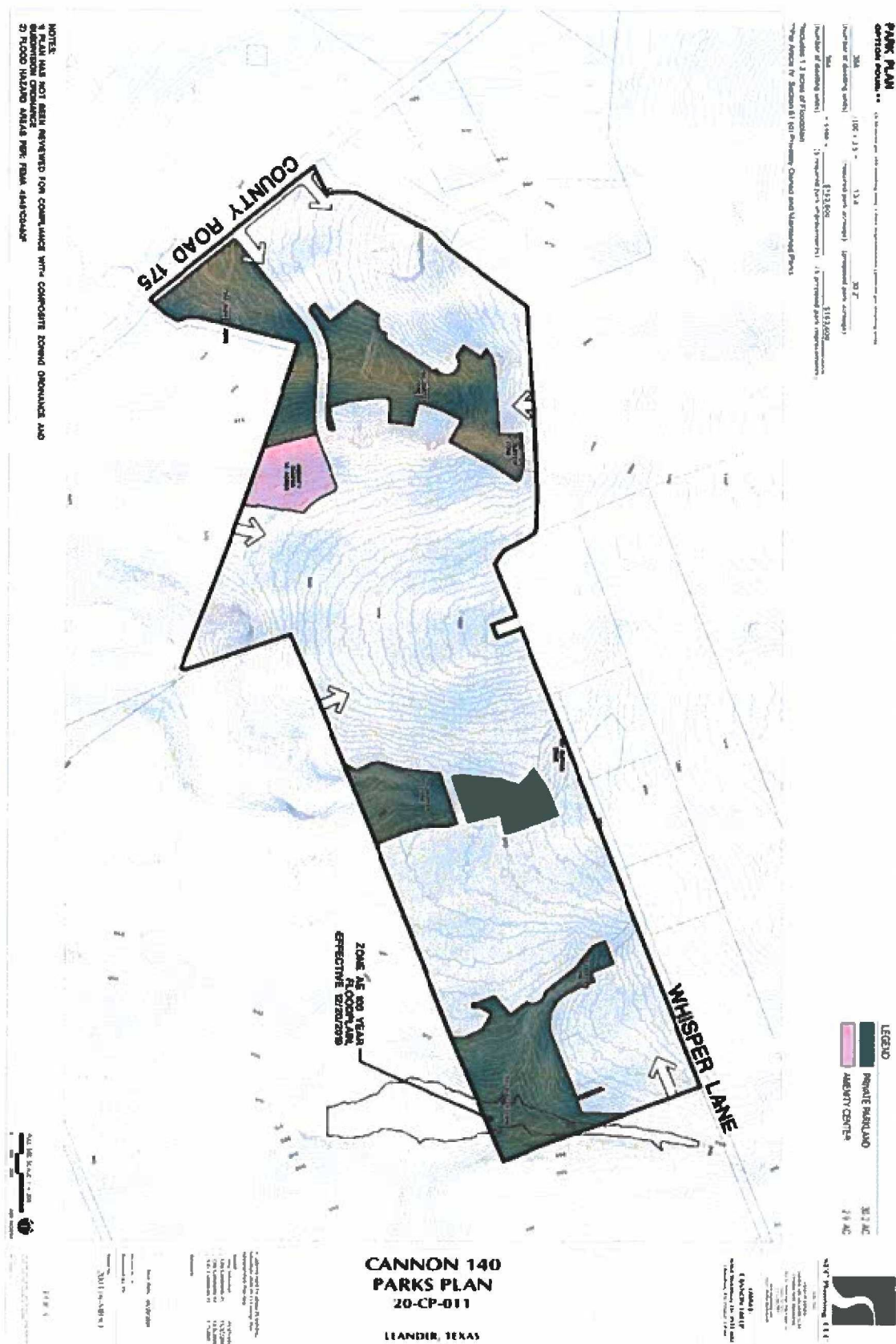
10. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION.

RECORDERS MEMORANDUM

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CONCEPT PLAN

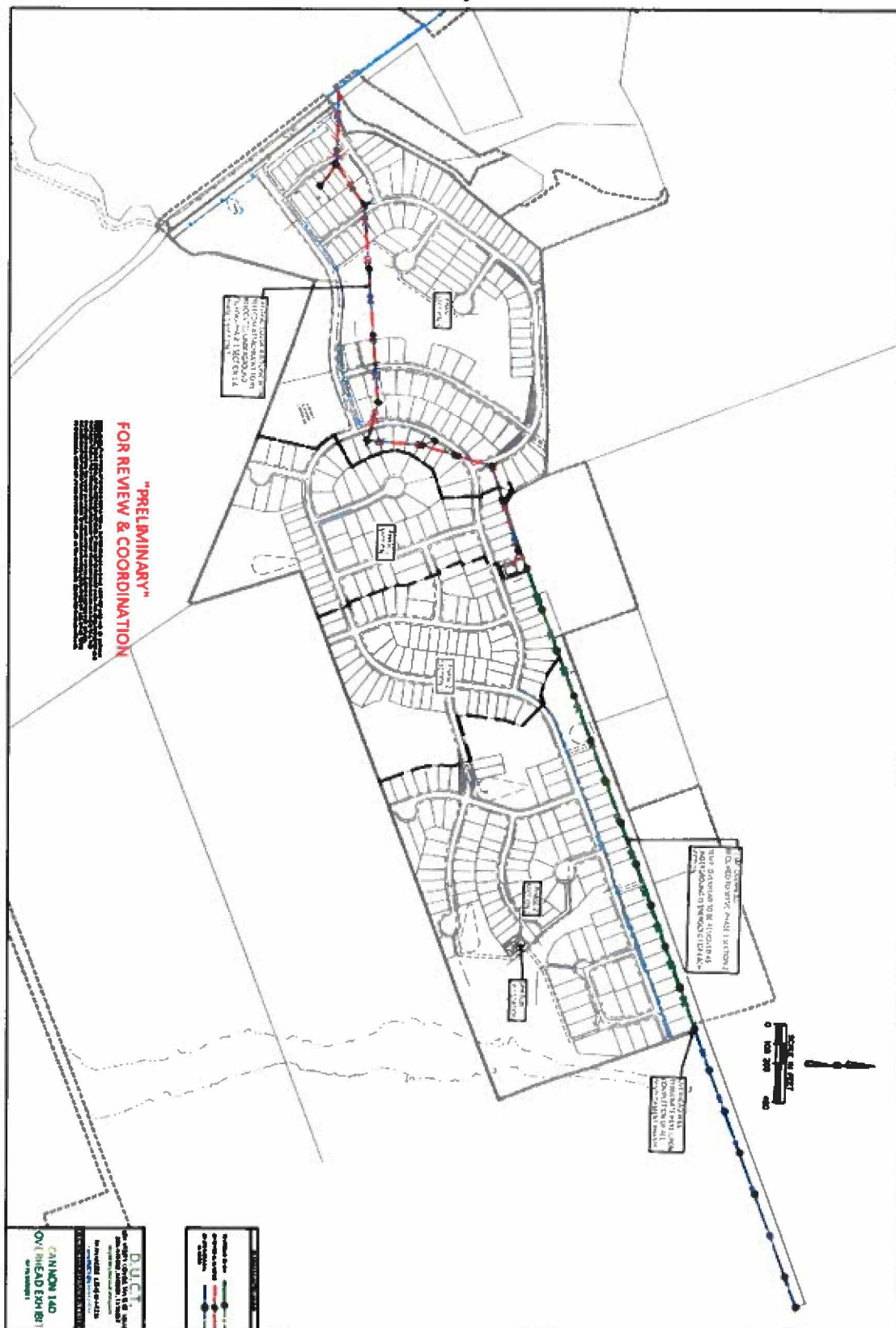




RECORDERS MEMORANDUM
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recording.

Exhibit E

Electricity Lines



Leander, Texas
December 2021
CR 175 CULVERT EXHIBIT
Kimley-Horn
10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78758
512-418-1771
State of Texas Registration No. 0-528





EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of Task Order DRAIN-DAI-CIPS23-019-01 with Doucet & Associates, Inc. to provide engineering solutions to mitigate the existing drainage flows from Fire Station #1 towards the residences of Oak Creek subdivision in the amount not to exceed \$54,685.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

This task order for Drainage Improvement study for Leander Fire Station #1 is aimed to provide engineering solutions to mitigate the existing drainage flows from Fire Station #1 towards the residences of Oak Creek subdivision. The project is in response to existing stormwater runoff issues impacting the residents along the shared property boundary, especially in the southeast corner. The project will evaluate the site's existing drainage patterns, followed by design of targeted infrastructure to mitigate stormwater runoff impacts to adjacent properties and ensure that the site's stormwater management system functions effectively in the long term.

Doucet & Associates, Inc. is listed as a pre-qualified engineering consultant per Solicitation #CIPS23-019 for Drainage Systems Design and Analysis. The City contacted them to prepare a proposal to provide engineering solutions to mitigate the existing stormwater runoff from Fire Station #1 towards Oak Creek subdivision residents. Doucet & Associates has requested the amount not to exceed \$54,685.00 to perform this task and expects the project to take eight (8) months to complete on an hourly rate-basis.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approving Task Order DRAIN-DAI-CIPS23-019-01 for a total amount not to exceed \$54,685.00 with Doucet & Associates, Inc. for Drainage Improvements at Leander Fire Station #1; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Emily D. Truman, PE, CFM, PMP, City Engineer

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$54,685.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New

Recurring or one-time:

One-time

Fund source (Operating / Utility / etc.):

Operating Contract Labor 01-22-5600

Attachments:

1. 09-05-24 Task Order & Scope of Work

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. DRAIN-DAI-CIPS23-019-01

This will constitute authorization by the City of Leander, Texas (Owner), for Doucet & Associates, Inc. (Engineer), to proceed with the following described engineering services.

DRAINAGE IMPROVEMENTS AT LEANDER FIRE STATION 1

A. PROJECT DESCRIPTION

Drainage design services associated with the Leander Fire Station #1 on San Gabriel Parkway. The goal of the project is to provide engineering solutions to mitigate the existing drainage flows from Fire Station 1 towards the residences of Oak Creek subdivision.

B. SCOPE OF SERVICES

Doucet & Associates, Inc. will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

Doucet & Associates, Inc. will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the DRAINAGE IMPROVEMENTS AT LEANDER FIRE STATION 1 PROJECT shall be based on time and material based on rate schedule as established in Attachment A for total amount not to exceed \$54,685.00. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately 8 months.

F. ATTACHMENTS

Attachment A – UNIT RATE FEE ESTIMATE

Attachment B – DISTRIBUTION

Attachment C – SCOPE & FEE PROPOSAL

Doucet & Associates, Inc. will begin work as soon as authorized and as services are requested. Design and construction phase services are anticipated to be completed within 8 months after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

Doucet & Associates, Inc.

By  _____

Title Program Manager – Austin Area Public Works

Attest 

Date 08-21-2024

TASK ORDER 1 - ATTACHMENT A

Schedule A

Doucet Fee Schedule (2024)*

<u>Personnel</u>	<u>Hourly Fee</u>	<u>Personnel</u>	<u>Hourly Fee</u>
Senior Program Manager	\$290	Senior Construction Manager	\$195
Program Manager	\$235	Construction Manager	\$175
Senior Project Manager	\$275	Survey Crew III	\$245
Project Manager III	\$235	Survey Crew II	\$185
Project Manager II	\$210	Survey Crew I	\$140
Professional Engineer III	\$195	Survey Technician III	\$175
Senior Principal Professional	\$295	Survey Technician II	\$160
Principal Professional	\$280	Survey Technician I	\$130
Senior Professional	\$220	Project Administrator	\$140
Project Professional	\$165	Administrator	\$120
Professional	\$155	Expert Witness	\$550
Staff Professional II	\$150	LiDAR Scanner	\$120/hr.
Staff Professional I	\$130	Drone	\$675/hr.
Senior CADD Designer	\$165	Ground Targets	\$35/ea.
CADD Operator	\$145	Mileage	\$0.67/mi
Senior Project Controls Professional	\$190	Concrete Monuments	\$290/ea.
Project Controls Professional	\$170	ATV/Boat/Sonar	\$500/dy.

DOU DA 2024 Rate Table A

* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical, and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists. Doucet reserves the right to periodically adjust our fee schedule.

TASK ORDER 1 - ATTACHMENT B

ATTACHMENT 1

DOUCET & ASSOCIATES, INC.
Manhour Breakdown and Direct Labor

Leander Pre-Qual Drainage Design - Task Order 1

Tasks	Principal Engineer (\$295.00/Hr.)	Senior Project Manager (\$275.00/Hr.)	Professional Engineer III (\$195.00/Hr.)	Supervisory CADD VI (\$165.00/Hr.)	Administrative Specialist IV (\$120.00/Hr.)	Task Budget
1. Record Drawings Research	1	2	4		1	\$ 1,745.00
Site Visit (1 budgeted)		2	2			\$ 940.00
Survey coordination, base file setup		1	2	2		\$ 995.00
Task 1 Project Management (2 meetings budgeted)		2	2			\$ 940.00
2. Hydrologic & Hydraulic Calculations		4	8	4		\$ 3,320.00
Prepare Tech Memo, exhibits, Submit to City	1	4	16	8	2	\$ 6,075.00
Task 2 Project Management (3 meetings budgeted)		3	3			\$ 1,410.00
3. Final Design of drainage improvements	1	2	8	8		\$ 3,725.00
Plan preparation and submittal		4	16	24	2	\$ 8,420.00
Receive City comments/markups, provide comment response and resubmittal (1 round budgeted)	1	2	8	16	2	\$ 5,285.00
OPCC, Construction Timeline estimate		2	2		1	\$ 1,060.00
Task 3 Project Management (4 meetings budgeted)		4	4			\$ 1,880.00
Subtotal	4	32	75	62	8	\$ 35,795.00
						Non-labor services (NTE): mileage, prints, etc. \$ 1,000.00
						Survey Proposal (Doucet Geospatial) \$ 17,890.00
						TOTAL \$ 54,685.00



July 12, 2024

Updated August 1, 2024

Emily Truman, P.E., CFM, PMP
City of Leander Engineering
201 N Brushy St
Leander, Texas 78641

**RE: Task Order 1 for Civil Engineering Services – Drainage Systems Design
City of Leander CIPS23-019 Professional Services Prequalified List**

Dear Ms. Truman,

Per your request, Doucet & Associates, Inc. (Doucet) is pleased to submit this engineering services proposal to the City of Leander (City) for Task Order 1, drainage design services associated with the Leander Fire Station #1 on San Gabriel Parkway. The goal of the project is to provide engineering solutions to mitigate the existing drainage flows from Fire Station 1 towards the residences of Oak Creek subdivision.

PROJECT DESCRIPTION

The project site is located at 460 W San Gabriel Pkwy, on the premises of Leander Fire Station #1. Site topography slopes generally south, with the highest elevation at the northwest corner of the property and lowest elevations along the southeast property line. Construction of the Leander Fire Station #1 was completed in 2018 by Chasco Constructors for the City as indicted by record drawings provided by the City during the development of this proposal. The project site directly abuts Phase 5 of the Oak Creek residential development, constructed in 2015. The project site discharges south to Brushy Creek through an existing 25 ft drainage easement.

Following completion of the site improvements for the Fire Station, residents along the shared property boundary expressed concerns related to damage from concentrated stormwater runoff along their fence lines. The City performed several maintenance projects to channelize and redirect flow, but none have proven successful in eliminating further damage to the fence line.

SCOPE OF WORK

Doucet will evaluate mitigation and routing solutions to prevent further impacts to neighboring properties. Doucet anticipates the following tasks:

TASK 1 - Records Research and Field Reconnaissance

Upon receiving initial Notice to Proceed (NTP) for the overall project, Doucet will mobilize its geospatial team members for field investigation to conduct a topographic survey of the project site and adjoining property boundaries. Doucet will obtain the latest available LiDAR data from the Texas Geographic Information Office (TxGIO, formerly Texas Natural Resources Information System or TNRIS) to develop topographic contours on adjacent private residences. No grading improvements will be proposed on the private residential properties, but topographic data for the private properties is critical to identify existing flow paths and ensure flood damage risk is adequately mitigated in the post-project condition. Doucet will also obtain and review record drawings for developments on and

near the project site to evaluate any existing drainage infrastructure or relevant site conditions necessary for engineering analysis.

Doucet will conduct one (1) site visit for latest photos and/or video of site conditions during this phase. Doucet will conduct monthly progress meetings with City staff for ongoing project management. Two (2) meetings are anticipated for this phase.

Deliverables

Topographic survey

1 Site visit

Coordination with City Staff (2 meetings budgeted this Task)

Milestones Requiring City Direction

Initial Notice to Proceed (NTP) for overall project

TASK 2- Hydrologic and Hydraulic calculations

The City of Leander has adopted the City of Austin Drainage Criteria Manual (DCM) for storm drainage design guidelines. Technical Memorandum 1 issued by Ross E. Blacketter, P.E. on June 17, 2020, amended the Atlas 14 rainfall rates in the DCM to establish precipitation depths and rainfall intensities specific to Leander. Doucet will reflect current drainage conditions for the 2-, 10-, 25-, and 100-year design storm events to quantify runoff from the Fire Station site along the south and east property boundaries. Per discussion during scoping meeting with the City of Leander, Doucet acknowledges that detention is not required.

Doucet will then propose engineering solutions to mitigate flows towards the residences of Oak Creek subdivision for evaluation by the City. The effectiveness of proposed mitigation solutions will be evaluated based on stormwater conveyance capacity required by DCM guidelines, adequate freeboard for any channelized flow, safe emergency overflow directed away from private properties, and will quantify anticipated construction cost for comparison with other options. Anticipated mitigation solutions may include, but are not limited to, one or more of the following:

- Intercept, channelize, and route site discharge flowing south from Fire Station 1 via an improved surface channel (concrete riprap, stone riprap, etc.) and low retaining wall against the south property boundary. Channel improvements will be designed with sufficient freeboard to prevent overtopping and fence damage to neighboring residential properties.
- Install additional curb cuts and/or sawtooth curb along the south parking lot area with rock riprap aprons downstream to promote flow spreading towards adjacent drainage easement, away from neighboring residential properties and fences.
- Intercept and reroute a portion of site discharge along the north property boundary adjacent to San Gabriel Parkway towards the downstream headwall of the three existing 4'x3' box culverts crossing San Gabriel Parkway. This may reduce the peak discharges at the south property boundary and increase efficacy of any proposed routing improvements associated with preventing future fence/residential property damage.
- Though detention and water quality improvements are not required, a small rain garden or detention pond behind the south parking lot area may help capture and mitigate discharge to the south property boundary. Pond improvements would be sized to optimize project budget, redirect flows

currently impacting neighboring residential properties, and provide aesthetically pleasing site features with minimal maintenance requirements.

Doucet will evaluate all proposed mitigation options and provide a recommendation balancing construction cost and benefits of mitigation flood damage risk. Findings will be compiled in a Technical Memorandum with relevant tables, figures, exhibits, and digital files of modeling used in this analysis. Upon the review of the proposed mitigation options, the City will select one or more mitigation options and direct Doucet to begin construction plan preparation. Doucet will conduct one (1) meeting with City staff to review the Tech Memo's findings wherein the City will select the preferred mitigation solution for final design. A total of three (3) monthly progress meetings are anticipated for this phase for ongoing project management, including the Tech Memo review meeting.

Deliverables

Technical Memorandum

Modeling Digital Files

Coordination with City Staff (3 meetings budgeted this Task, including Tech Memo review meeting)

Milestones Requiring City Direction

City Review of Tech Memo

Acceptance of Tech Memo and selection of mitigation option(s)

NTP for Task 3 – Final Design and Plan Production

TASK 3 - Final Design and Plan Production

Upon the City's acceptance and selection of the proposed mitigation improvements, Doucet will prepare construction plans to reflect any channelization, grading, and/or detention improvements. Doucet anticipates one (1) round of construction plan review by the City, including one (1) resubmittal in response to City comments and/or markups. Doucet will prepare an OPCC and estimated timeline for the construction of proposed improvements based on the final accepted construction plans.

Per direction by the City, this phase does not include bid document preparation, bid support, or construction oversight. Should the City request these services at a later date, Doucet will prepare an amendment to this Task Order with a scope and fee proposal.

Doucet will conduct monthly progress meetings with City staff for ongoing project management. Four (4) meetings are anticipated for this phase.

Deliverables

Construction plans

1 round of review, comment response and resubmittal

Final construction plans

OPCC and estimated construction timeline

Coordination with City Staff (4 meetings budgeted this Task)

Milestones Requiring City Direction

City Review & Acceptance of Construction Plans

EXCLUSIONS

- Bid phase services, bid tabulation & selection, construction phase services.
- Environmental design, consultation, and permitting.
- Design of retaining walls over four feet in height or other structural design items.
- Offsite improvements or utility relocation.
- Landscaping or irrigation design services.
- Geotechnical field investigation is not required. However, all available geotechnical reports and investigations will be considered for any proposed mitigation solutions to evaluate site conditions.

COMPENSATION

The above scope of work will be performed on a Time and Materials Expended Basis with a not-to-exceed budget of **\$54,685.00** unless previously authorized in writing by the Owner. Non-labor expenses are included to capture costs associated with mileage, plan preproduction, delivery, etc. for a not-to-exceed amount of \$1,000. A labor breakdown by Task accompanies this proposal as Attachment 1, and is summarized in the table below along with anticipated durations.

Task	Description	Est. Fee	Est. Duration
1	Records Research & Field Recon.	\$4,620	Months 1-2
	Survey (Doucet Geospatial)	\$17,890	Months 1-2
2	H&H Calculations	\$10,805	Months 2-4
3	Final Design & Plan Production	\$20,370	Months 4-8
	Non-labor expenses (mileage, prints, etc.)	\$1,000	
Total Fee		\$54,685	8 Months Duration

SCHEDULE

Estimated durations for each task are included in the Compensation Summary above based upon anticipated labor effort and typical coordination timelines for review. Upon receipt of authorization to proceed, Doucet will work with the Project Team in establishing a reasonable and acceptable schedule for the City.

We look forward to working with the City toward the successful completion of this project. Please let us know if you have any questions or comments.

Sincerely,



David Clark, P.E., CFM
Program Manager – Austin Area Public Works
Doucet & Associates, Inc.

TBPELS Engineering Firm No. 3937
TBPELS Surveying Firm No. 10194551

Cc: Rob Clark, P.E.

TASK ORDER 1 - ATTACHMENT C

ATTACHMENT 1

DOUCET & ASSOCIATES, INC.
Manhour Breakdown and Direct Labor

Leander Pre-Qual Drainage Design - Task Order 1

Tasks	Principal Engineer (\$295.00/Hr.)	Senior Project Manager (\$275.00/Hr.)	Professional Engineer III (\$195.00/Hr.)	Supervisory CADD VI (\$165.00/Hr.)	Administrative Specialist IV (\$120.00/Hr.)	Task Budget
1. Record Drawings Research	1	2	4		1	\$ 1,745.00
Site Visit (1 budgeted)		2	2			\$ 940.00
Survey coordination, base file setup		1	2	2		\$ 995.00
Task 1 Project Management (2 meetings budgeted)		2	2			\$ 940.00
2. Hydrologic & Hydraulic Calculations		4	8	4		\$ 3,320.00
Prepare Tech Memo, exhibits, Submit to City	1	4	16	8	2	\$ 6,075.00
Task 2 Project Management (3 meetings budgeted)		3	3			\$ 1,410.00
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Task 3 Project Management (4 meetings budgeted)		4	4			\$ 1,880.00
Subtotal	4	32	75	62	8	\$ 35,795.00
						Non-labor services (NTE): mileage, prints, etc. \$ 1,000.00
						Survey Proposal (Doucet Geospatial) \$ 17,890.00
						TOTAL \$ 54,685.00

Topographic Design Survey (Task 705)

\$17,890 Lump Sum

Doucet will prepare a design-level topographic design survey of the approximate 4.5-acre site according to “Exhibit 1 – Survey Limits” shown hereon. The topographic design survey will be performed in accordance with Texas Society of Professional Survey standards for a Category 6 Condition II Topographic survey and will be based on NAD 83 (2011) using NAVD88 vertical datum with Geoid 12B. The survey will field locate found visible features, both horizontally and vertically, including existing on-site structures, buildings, drainage features, adjacent and onsite sidewalks, curb lines, pavement, and visible above-ground utility appurtenances. One vertical benchmark monument will be set on-site. Topographic data will be utilized in developing a digital terrain model used to generate one-foot contours on the survey. Doucet will contact Texas 811 for utility locate, markings placed by purveyors will be surveyed at time of design survey. The survey drawing will be signed and sealed by a Texas Registered Professional Land Surveyor. Client is to provide site right-of-entry access upon notice-to-proceed.

Exhibit 1 – Survey Limits



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of an Ordinance amending Article 13.11, Cross Connection and Backflow Prevention Program, providing for annual testing of residential fire protection systems at the expense of the customer, clarify customer responsibility for costs incurred to install, operate, and maintain backflow prevention assemblies and costs for City-incurred costs to eliminate threats or remediate damage to the public water supply system; providing a deadline to submit backflow assembly test results to the Director; providing minor corrections to grammar, spelling, and formatting, amending Article A7.000 Appendix A to increase the testing fee; and providing an effective date and related provisions.

BACKGROUND:

In August 2017, the City of Leander implemented a Cross Connection and Backflow Prevention Program to regulate connections to the City's public water system in order to evaluate hazards and ensure customers are protected from contamination from a potential hazard. Amendments to the original article are recommended to provide for annual testing of residential fire protection systems at the expense of the customer, clarify customer responsibility for costs incurred to install, operate, and maintain backflow prevention assemblies and costs for City-incurred costs to eliminate threats or remediate damage to the public water supply system, provide a deadline to submit backflow assembly test results to the Public Works Department, and amending Article A7.000 Appendix A to increase the fee recovered if testing is performed by a third party in order to more accurately align with actual costs incurred.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends and respectfully requests approval of the ordinance amendments.

PRESENTER:

Gina Ellison, PE, Executive Director of Public Works
Jeff Tucker, Cross Connection and Backflow Prevention Specialist

Fiscal Impact

Attachments:

1. Ordinance Sec13.11 Amendments (Sept2024) Final

2. Ordinance Sec13.11 Amendments Redline

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING ARTICLE 13.11, CROSS CONNECTION AND BACKFLOW PREVENTION PROGRAM, OF THE LEANDER CODE OF ORDINANCES PROVIDING FOR ANNUAL TESTING OF RESIDENTIAL FIRE PROTECTION SYSTEMS AT THE EXPENSE OF THE CUSTOMER, CLARIFY CUSTOMER RESPONSIBILITY FOR COSTS INCURRED TO INSTALL, OPERATE, AND MAINTAIN BACKFLOW PREVENTION ASSEMBLIES AND COSTS FOR CITY INCURRED COSTS TO ELIMINATE THREATS OR REMEDIATE DAMAGE TO THE PUBLIC WATER SUPPLY SYSTEM; PROVIDING A DEADLINE TO SUBMIT BACKFLOW ASSEMBLY TEST RESULTS TO THE DIRECTOR; PROVIDING MINOR CORRECTIONS TO GRAMMAR, SPELLING, AND FORMATTING, AMENDING ARTICLE A7.000 APPENDIX A TO INCREASE THE TESTING FEE; AND PROVIDING AN EFFECTIVE DATE AND RELATED PROVISIONS

WHEREAS, the City of Leander, Texas (the “City”) administers a cross connection control and backflow prevention program for the purpose of protecting its drinking water supply from contamination and/or pollution due to any cross connections; and

WHEREAS, the City program calls for annual testing of fire protection systems in commercial installations; and

WHEREAS, the City Council has determined that requiring annual testing of fire protection systems in commercial installations and expanding the program to also require annual testing of fire protection systems in residential installations is in the best interest of the City and its inhabitants and will further protect the City drinking water supply from contamination and or pollution; and

WHEREAS, the City Council has determined it is necessary to clarify that costs incurred by the City to address backflow incidents resulting from residential or commercial customer negligence or intentional action are the customer’s responsibility; and

WHEREAS, City incurred costs to address a backflow incident can vary, but can be significant if actions such as boil water status or water ban, a systemwide inspection to meet state requirements, increased testing, and customer service inspections are required; and

WHEREAS, the City Council has determined it is necessary to increase the testing fee to cover the costs incurred when the City has to utilize a third-party service to test backflow assemblies due to customer failure or refusal to act or other circumstances warrant.

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. Cross Connection Control and Backflow Prevention Regulations Adopted. The City Council hereby amends Chapter 13, Article 13.11, Cross Connection Control and Backflow Prevention of the Leander Code of Ordinances to clarify testing requirements for backflow prevention assemblies at commercial and residential premises with fire protection systems, clarify customer responsibility for installing and maintaining backflow prevention assemblies when conditions at customer premises warrant to protect the City potable public water supply and system, make minor corrections to grammar, spelling, and formatting, and to revise the related testing fee in Article A7.000, Appendix A.

ARTICLE 13.11 CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

Section 1. Definitions

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. If a word or term used in this Article is not contained in the following list, its definition, or other technical terms used, shall have the meanings or definitions listed in the most recent edition of the TCEQ Manual of Establishing and Managing an Effective Cross Connection Control Program RG-478 (the “Manual”).

Air gap. A complete physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel.

Approved fire sprinkler contractor. A person or entity holding a certificate of registration as such issued by the Texas State Fire Marshal’s Office.

Atmospheric vacuum breaker or AVB. An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an Atmospheric Vacuum Breaker Back-siphonage Prevention Assembly.

Backflow prevention. The mechanical prevention of reverse flow, or back-siphonage, of nonpotable water from an irrigation system into the potable water source.

Backflow prevention assembly. Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

Backflow. A flow in a direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the public water system.

Boresight or boresight to daylight. Providing adequate drainage for backflow prevention assemblies installed in vaults through the use of an unobstructed drain pipe.

Contamination or contaminate. The entry into or presence in a public water supply system of any substance which may be harmful to health or to the quality of the water.

Cross Connection. An actual or potential connection between a potable water source and any fixture, tank, receptacle, equipment or device that may contain contaminants or pollutants or any source of water

that has been treated to a lesser degree in the treatment process.

Customer. The person or company on the water billing account agreement with the City.

Customer service inspection. An inspection of a private water distribution system designed to inspect and detect any actual or potential Cross Connection hazards and/or exceedance of the lead content levels in solder or flux, pipe or pipe fittings.

Director. The Public Works Director, person designated by the Public Works Director, City Manager, or person designated by the City Manager.

Double check detector back/low prevention assembly or double check detector or DCDA. An assembly composed of a line-size approved double check assembly with bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for very low rates of flow.

Double check valve. An assembly that is composed of two (2) independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also known as a Double Check Valve Backflow Prevention Assembly or DC.

Fire line tester. A tester who is employed by an Approved Fire Sprinkler Contractor and is qualified to test backflow prevention assemblies on fire lines.

General tester or tester. A tester who is qualified to test backflow prevention assemblies on any domestic, commercial, industrial or irrigation service except fire lines. Recognized backflow prevention assembly testers shall have completed a TCEQ Executive Director approved course on Cross Connection control and backflow prevention assembly testing, pass an examination administered by the TCEQ Executive Director, and hold a current license as a backflow prevention assembly tester.

Health hazard. A Cross Connection or potential Cross Connection with any fixture, tank, receptacle, equipment or device that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

Inspector. A licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor.

Multi-family residential use. Water used by any residential customer of the water supply and includes duplexes, multiplex, housing and apartments where the individual units are each on a separate meter; or, in cases where two (2) or more units are served by one (1) meter, the units are full time dwellings.

Non-health hazard. A Cross Connection or potential cross connection from any fixture, tank, receptacle, equipment or device that involves any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable if introduced into the potable water supply.

Non-potable water. Water that is not suitable for human consumption. Non-potable water sources include, but are not limited to, irrigation systems, lakes, ponds, streams, gray water that is discharged from washing machines, dishwashers or other appliances, water vapor condensate from cooling towers,

reclaimed water, and harvested rainwater.

Non-residential use. Water used by any person or company other than a residential customer of the water supply.

Pollution hazard. An actual or potential threat to the physical properties of the water system or the potability of the public or consumer's potable water system or the consumer's potable water system but which would not constitute a health hazard. Maximum degree of intensity of pollution which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances.

Potable water. Water that is suitable for human consumption.

Premises. Any real property to which water is provided, including all improvements, buildings, mobile and other structures located on it.

Premises containment. Backflow prevention at the service connection between the public water system and the water user.

Premises isolation. Backflow prevention at the point of use internally on the customer's premises.

Public water system or system. Any public or privately owned water system which supplies water for public domestic use including all service lines, reservoirs, facilities, and any equipment used in the process of producing, treating, storing or conveying water for public consumption.

Reclaimed water. Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

Reduced pressure principle detector backflow prevention assembly or reduced pressure detector or RPDA. An assembly containing two (2) independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two (2) check valves and below the first check valve.

Residential use. Water used by any residential customer of the water supply and include single-family dwellings.

Reduced pressure principle backflow prevention assembly or reduced pressure principle assembly or RP assembly or RP. An assembly containing two (2) independently acting approved check valves, a hydraulically-operated, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve, and including properly located test cocks and tightly closing shut-off valves at each end of the assembly.

Service connection. The point of delivery at which the public water system connects to the private supply line or lateral of a water user.

Spill-resistant pressure vacuum breaker or SVB. An assembly containing an independently operating, internally loaded check valve and an independently operating, loaded air inlet valve located on the discharge side of the check valve. This assembly is to be equipped with a properly located resilient seated test cock and tightly closing resilient seated shutoff valves attached at each end of the assembly.

Thermal expansion. The natural change in volume of a confined quantity of water as a result of the raising of the temperature of that water.

TCEQ. Texas Commission on Environmental Quality, or successor agency.

Used water. Water supplied by a public water system to a water user's system after it has passed through the service connection.

Water use survey. A survey conducted or caused to be conducted by the local authority designed to identify any possible source of contamination to the potable water supply.

Section 2. Policy declaration; purposes of this article

(a) Policy. It is declared the policy of the City to promote the public health, safety and welfare by:

- (1) Implementing the rules promulgated by the Texas Commission on Environmental Quality in title 30 Texas Administrative Code, chapter 290, to comply with Texas Health and Safety Code, chapter 341, subchapter C, and the federal Safe Drinking Water Act, 42 U.S.C.A. section 300f et seq.;
- (2) Establishing a cross-connection control program of uniform regulations governing the installation, testing of backflow prevention assemblies and technicians;
- (3) Establishing requirements to permit and control the installation, routine maintenance and inspection of backflow prevention assemblies.

(b) Purposes. This article shall be construed so as to achieve the following goals:

- (1) To protect the public potable water supply from possible contaminants or pollutants which could backflow into the public water system from the consumer's internal distribution system(s) or private water system(s).
- (2) To promote the elimination or control of existing Cross Connections, actual or potential, between the consumer's potable water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems.
- (3) To provide for the maintenance of a continuing program of Cross Connection control which will systematically and effectively prevent the contamination or pollution of the potable water supply of the City.
- (4) To ensure every source of contamination or possible contamination which originates from or is located at a residential or commercial establishment, where said source of contamination or possible contamination is connected to any public potable water supply or provides potable water to the public, is equipped with the protections required under the provisions of this Article.

Section 3. Administration

The Director is responsible for protecting the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection.

Should the Director and City Council determine it is appropriate to retain a third party vendor to assist in administration of this Article, the administrative fees charged by the vendor shall be in addition to the fees of the city, as adopted herein. The Director is authorized to recover the fee through the customer billing system. If, in the judgment of the Director, an approved backflow prevention assembly is required at the consumer's water service connection or within the consumer's private water system, the Director shall require a consumer to install an approved backflow prevention assembly at a specific location on his or her premises.

Section 4. Backflow prevention assembly required

(a) The City will not install or maintain a water service connection to any premises unless the water supply is protected as required by all applicable laws and regulations of the City and the State. Service of water to any premises may be discontinued by the City if a backflow prevention assembly required by this Article is not of the proper type, is not approved by the Director, is not installed, is not successfully tested and maintained; the City's authority and right to enter facilities or premises in order to evaluate Cross Connections, backflow risks, plumbing materials, and internal backflow prevention programs is denied; if a backflow prevention assembly has been removed or bypassed; or if an unprotected Cross Connection exists on the premises. Service will not be allowed or restored until such conditions or defects are corrected.

(b) A backflow prevention assembly shall be required in each of the following circumstances, but is in no way limited to the following circumstances:

- (1) When the nature and extent of any activity at or near premises, or the materials or equipment used in connection with any activity at or near premises, or materials stored at or near the premises, could present a health hazard upon entry into the public water system;
- (2) When a premises has one (1) or more Cross Connections;
- (3) When internal Cross Connections are present that are not correctable;
- (4) When intricate plumbing arrangements are present that make it impractical to ascertain whether Cross Connections exist;
- (5) When a premises has a repeated history of Cross Connections being established or re-established;
- (6) A fire sprinkler system on the premises is connected to the City's water system;
- (7) When entry to a premises is restricted so that inspections for Cross Connections cannot be made with sufficient thoroughness or frequency to assure that Cross Connections do not exist;
- (8) When an appropriate Cross Connection Survey Report Form has not been filed with the City after a request has been made by the City;
- (9) When installation of an approved backflow prevention assembly is determined in the sole

judgment of the City to be necessary to accomplish the purpose of these regulations;

(10) When materials are being used such that, if backflow should occur, a health hazard could result;

(11) On all multistory buildings or any building with a booster pump or elevated storage tank; and

(12) For any used water return system that has received approval from the Director.

(c) In all new non-residential construction, the Director has the authority to require an approved backflow assembly at the service connection. The type of the assembly will correspond to the requirements of 30 Texas Administrative Code 290.47(f) and the Manual as determined by the Director. At any residence or establishment where an actual or potential contamination hazard exists and an adequate internal Cross Connection control program is in effect, backflow protection at the water service entrance or meter is not required.

(d) When a building is constructed on commercial premises, and the end use of such building is not determined or could change, a reduced pressure principle backflow prevention assembly shall be installed at the service connection to provide protection of the public water supply in the event of the most hazardous use of the building. The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes.

(e) If a point-of-use assembly has not been tested or repaired as required by this Article, the installation of a reduced pressure principle assembly will be required at the service connection.

(f) If an inspector determines that additions or rearrangements have been made to the plumbing system of a premises without the proper permits as required by the Plumbing Code, premises containment may be required.

(g) Retrofitting shall be required on all point-of-use health hazard connections and wherever else the Director determines that retrofitting is necessary due to circumstances that indicate that Cross Connection is likely to occur unless an approved back-flow prevention assembly is installed.

(h) An approved double detector check valve assembly shall be the minimum protection on all new fire sprinkler systems. An RPDA assembly shall be installed if any solution other than potable water can be introduced into the sprinkler system. Retrofitting shall be required on all high hazard systems, where improper maintenance has occurred, and wherever an inspector determines that such measures are necessary under the conditions found by the inspector.

Section 5. Fire protection systems

(a) Commercial.

(1) All new and existing fire protection systems which utilize the City's potable water supply shall have installed an approved backflow prevention device according to the degree of hazard.

(2) An approved double check detector backflow prevention assembly (DCDA) or reduced pressure

detector assembly (RPDA) shall be the minimum protection for fire sprinkler systems. A RPDA must be installed if any solution other than potable water can be introduced into the sprinkler system.

(3) It is the responsibility of all property owners and persons in charge of any premises to abide by the conditions of this Article. In the event of any changes to the plumbing system, it is the responsibility of the property owners to notify the City in writing of the change. Notification shall be sent to the attention of the Director. All costs associated with this Article and the purchase, installation, testing and repair of a (DCDA) or (RPDA) device is the responsibility of the property owner and persons in charge of any premises. Only Fire line Testers approved by the Director are authorized to test fire line devices.

(4) Upon the approved installation of the DCDA or RPDA device, a Cross Connection test report completed by a Fire line Tester shall be sent to the attention of the Director and include the information required by this Article.

(5) Retrofitting shall be required:

- (A) When the water supply in a certain area has been contaminated;
- (B) The fire protection system has contributed to the contamination; and
- (C) When an authority having jurisdiction to protect the potable water supply mandates a fail-safe system.

(6) Any person performing maintenance, repair or testing on fire lines shall be a full-time employee of an Approved Fire Sprinkler Contractor. Approved Fire Sprinkler Contractors shall verify in writing that each tester is a full-time employee, possesses necessary certifications required by TCEQ (as applicable) and that the company carries general liability insurance.

(b) Residential.

(1) All new and existing fire protection systems which utilize the City's potable water supply shall have installed an approved backflow prevention device according to the degree of hazard.

(2) An approved double check valve backflow prevention assembly (DC) or reduced pressure principle backflow prevention assembly (RP) shall be the minimum protection for the fire sprinkler systems. A RP must be installed if any solution other than potable water can be introduced into the sprinkler system.

(3) It is the responsibility of all property owners and persons in charge of any premises to abide by the conditions of this Article. In the event of any changes to the plumbing system, it is the responsibility of the property owners to notify the City in writing of the change. Notification shall be sent to the attention of the Director. All costs associated with this Article and the purchase, installation, testing and repair of a DC or RP device is the responsibility of the property owner and persons in charge of any premises. Only Fire line Testers approved by the Director are authorized to test fire line devices.

(4) Upon the approved installation of the DC or RP device, a Cross Connection test report completed by a Fire line Tester shall be sent to the attention of the Director and include the information required by this Article.

(5) Retrofitting shall be required

(A) When the water supply in a certain area has been contaminated;

(B) The fire protection system has contributed to the contamination; and

(C) When an authority having jurisdiction to protect the potable water supply mandates a fail-safe system.

(6) Any person performing maintenance, repair or testing on fire lines shall be a full-time employee of an Approved Fire Sprinkler Contractor. Approved Fire Sprinkler Contractors shall verify in writing that each tester is a full-time employee, possesses necessary certifications required by TCEQ (as applicable and that the company carries general liability insurance).

(c) Testing requirements.

(1) All required backflow prevention assemblies on commercial and residential fire protection systems shall be tested by a certified tester upon installation, repair, alteration or relocation and prior to being placed into service.

(2) All required backflow prevention assemblies which are installed on commercial and residential fire protection systems shall be tested annually by a certified tester.

(3) Each customer or premises owner, at customer or owner expense, shall install, operate, maintain and test approved backflow prevention assemblies on commercial and residential fire protection systems as required by this section.

Section 6. Fire hydrant protection

(a) A reduced pressure assembly (RP) shall be the minimum protection for fire hydrant water meters used for a temporary water supply during any construction or other uses which would pose a potential hazard to the public water supply.

(b) It is the responsibility of all persons engaging in the use and rental of a fire hydrant water meter to abide by the conditions of this Article. All fire hydrant water meter rentals shall meet the current requirements as provided for by the City.

(c) Only City issued fire hydrant water meters with approved backflow prevention assemblies are allowed to be used on fire hydrants connected to the City water system, unless prior approval by the City is granted.

(d) A refundable deposit according to the Fee Schedule is required to insure the return of all water meters and backflow assemblies to the City. Failure to return the assemblies can result in the forfeiture of deposit and enforcement action being taken against the responsible party, as allowed for in the

enforcement section in this Article.

(e) All non-approved fire hydrant meters which are found to be in use in the City will be confiscated and enforcement action may be taken against the responsible party, as allowed for in the enforcement section in this Article.

(f) Hydrants used for bulk water purposes shall be tested for compliance with this Article prior to use and shall be retested annually thereafter. Compliance testing or retesting fees shall be paid in accordance with the Fee Schedule.

Section 7. Mobile units

The connection of a mobile unit to any potable water system is prohibited unless such connection is protected by an air gap or an approved backflow prevention assembly. Prior approval and annual device testing of any backflow prevention assembly must be received from the City before connecting to any potable water system.

Section 8. Plumbing code

As a condition of water service, a customer shall install, maintain, and operate the customer's piping and plumbing systems in accordance with the Plumbing Code provisions adopted by the City. In the event of a conflict between this Article and the Plumbing Code, the more restrictive provision shall apply.

Section 9. Thermal expansion

It shall be the responsibility of the premises owner to provide for the possibility of damage or injury which might be caused by thermal expansion, if a closed system has been created by the installation of a backflow assembly.

Section 10. Pressure loss

Any water pressure drop caused by the installation of a backflow assembly shall be the responsibility of the premises owner and not the City. The City may provide reasonable assistance to a premises owner regarding information on adequate sizing of assemblies and proper plumbing practices to provide for required pressure and flows but shall not be obligated to provide assistance or alternative measures to increase water pressure. In no event shall the City be liable for damages resulting from any reduction in water pressure caused by the installation of an assembly.

Section 11. Compliance for landscape irrigation

Installation requirements for any device or equipment to be installed must comply with the current City plumbing code and the guidelines and requirements of this Article. Interconnections of the potable water supply with an alternate water source are prohibited unless appropriate backflow protection is installed and approved by the City. Health hazard backflow protection devices must be installed if any mechanical injection stations are used with the irrigation system and shall conform to the device testing requirements as provided in this Article.

Section 12. Rainwater harvesting

An approved backflow prevention assembly must be installed to prevent non-potable water from entering the potable system. All piping that contains non-potable water must be labeled: “Untreated Rainwater - Do Not Drink”. Cross connections between rainwater and potable water systems are prohibited.

Section 13. Residential service connections

- (a) Any person who owns, occupies or controls residential property is responsible for the installation, test and repair of all backflow assemblies on their property.
- (b) A residential premise that has been determined to have an actual or potential health hazard cross connection shall be equipped with an approved backflow prevention assembly installed in accordance with this Article. This device can be required to be installed either at the customer meter or at the point-of-use at the expense of the owner/occupant and shall conform to the device testing requirements as provided in this Article. For the purposes of this Article, on-site sewage facilities (septic systems) shall be considered potential contamination health hazards which will require installation of an approved backflow prevention assembly that complies with this Article.

Section 14. Customer service inspections

- (a) A customer service inspection (CSI) is an examination of a private water distribution facility for the purposes set forth in Section 2 of this Article. Permanent water service to a new facility will not be granted until the water facility passes a customer service inspection.
- (b) A customer service inspection certification form shall be completed and filed with the building official or designee under each of the following circumstances:
 - (1) New construction.
 - (2) When material improvement, correction, or addition to the private water distribution system is performed (defined as plumbing work that requires an inspection and involves a major modification to the private water distribution system). The private water distribution system refers to the facilities on the owner’s side of the meter.
 - (3) When the Director believes that a Cross Connection or other potential contamination hazard exists. In this instance, the Director shall notify the customer that an inspection will be conducted and will identify the threat that is believed to exist prior to discontinuation of water service.
- (c) In order to perform the customer service inspections, the City may:
 - (1) Provide a list of certified inspectors to the customer, from which list the customer may select and hire an inspector; or
 - (2) Provide qualified employees to perform the inspections at a cost to the customer in order to complete the state required inspection; or
 - (3) Hire independent, qualified contractors to perform the inspections; or
 - (4) Upon approval of the Director, allow the customer to hire an independent, qualified contractor

to perform the inspections.

Section 15. Certification of customer service inspectors

A person who performs customer service inspections or who prepares customer service inspection certification forms shall be registered as a licensed customer service inspector with the City and shall meet all the requirements of the TCEQ Rules and Regulations of Public Water Systems for accreditation as a customer service inspector.

Section 16. Licensed backflow prevention assembly tester responsibilities

- (a) Only approved TCEQ licensed backflow prevention assembly testers Article can test backflow prevention assemblies in the City of Leander in accordance with this Article.
- (b) A registered backflow prevention assembly tester shall not change the design or operating characteristics of a backflow prevention assembly.
- (c) The Director may revoke or refuse to accept a tester's results if the Director determines that the tester:
 - (1) Has made false, incomplete, or inaccurate assembly testing reports;
 - (2) Has used inaccurate gauges;
 - (3) Has used improper testing procedures;
 - (4) Is not in compliance with safety regulations;
 - (5) Has failed to register the serial numbers of the tester's test gauges or has failed to calibrate gauges annually;
 - (6) Has violated any other provision of this Article; or
 - (7) Has performed inappropriate testing activities.

Section 17. Responsibility for and testing of assemblies

- (a) At minimum, all testable backflow prevention assemblies shall be inspected and tested by a licensed backflow assembly tester upon installation or as required by the Director.
- (b) All multifamily residential use and nonresidential use backflow prevention assemblies shall be inspected and tested in each of the following circumstances:
 - (1) Immediately after installation;
 - (2) A minimum of once a year or more frequently, as required by the Director;
 - (3) Immediately after repair;
 - (4) When premises that have been vacated and unoccupied for one (1) year, prior to re-occupancy;or

- (5) Whenever the assembly is moved.
- (c) The City shall not be liable for damage to an assembly that occurs during testing.
- (d) A water use survey may be conducted at any establishment which is served by the City of Leander water supply or which provides water to the public. Upon determination that the establishment falls under the provisions of this Article and requires a backflow prevention assembly, a notice to abate the condition or to install the proper backflow prevention assembly shall be issued.
- (e) It is the responsibility of the person who owns or controls property to have all assemblies tested in accordance with this Article. Assemblies may be required to be tested more frequently if the Director deems necessary.
- (f) All results from assembly inspection and testing shall be placed on a form designated by the City and provided to the Director within ten (10) business days of the testing.

Section 18. Responsibility for and maintenance of assemblies

A person who owns, operates, or manages a premises in which a required backflow prevention assembly is installed shall maintain such assemblies in proper working order at all times and make the repairs necessary to keep the assembly in proper working order. The maintenance and repair of all assemblies shall be done in accordance with the applicable regulations of the TCEQ and this Article. A backflow prevention assembly shall be maintained in a manner that allows the assembly to be tested by a method that has been approved by TCEQ.

Section 19. General installation requirements

A backflow prevention assembly shall be installed in accordance with the following requirements in order to ensure the proper operation of and accessibility to the assembly:

- (a) A backflow prevention assembly shall be installed in accordance with current TCEQ rules and this Article or with requirements of equal standards approved by the Director. The assembly installer shall obtain the required plumbing permits prior to installation and shall have the assembly inspected by the City.
- (b) No part of a reduced pressure principle backflow prevention assembly shall be submerged in water or installed in a location subject to flooding. If a double check valve assembly is installed in a vault, brass plugs shall be maintained in the test ports at all times and adequate drainage shall be provided.
- (c) At facilities which require a backflow prevention assembly to be installed at the point of delivery of the water supply, installation of the assembly must be before any branch in the line and on private property located just inside the boundary between the City's right-of-way and the landowner's property. The Director may authorize other areas for installation of the assembly. Assemblies that must be installed in or are located in City rights-of-way are the responsibility of the business or entity that the water line is serving.
- (d) The assembly shall be protected from freezing and other severe weather conditions.

- (e) All backflow prevention assemblies shall be of a type and model approved by the Director.
- (f) All vertical installations of backflow prevention assemblies shall be approved in writing by the Director prior to installation.
- (g) An assembly installed five (5) feet or higher above floor level shall be equipped with a rigid and permanently installed scaffolding acceptable to the Director which shall contain a platform for use by testing and maintenance personnel. The installation shall meet all applicable requirements of the U.S. Occupational Safety and Health Administration and State occupational safety and health laws.
- (h) Upon completion of the installation, the premises owner shall notify the Director and schedule the inspection and testing of all assemblies. The premises owner shall register all backflow assemblies with the Director by providing the date of installation, the manufacturer, model and serial number of the backflow prevention assembly, and the initial test report for the assembly.
- (i) The premises owner assumes all responsibility for any damages resulting from installation, operation, and maintenance of a backflow assembly. The owner shall also see that any vault in which a backflow prevention assembly is contained is kept free of silt and debris that may interfere with the proper operation, inspection or testing of the assembly.
- (j) Premises with two (2) assemblies installed in parallel shall be sized in such a manner that either assembly will provide the maximum flow required.
- (k) All facilities that require continuous, uninterrupted water service and are required to have a backflow assembly must make provisions for the parallel installation of assemblies of the same type and size so that testing, repair and maintenance can be performed.
- (l) Lines shall be thoroughly flushed prior to installation. A strainer with blowout tapping may be required ahead of the assembly.
- (m) Bypass lines are prohibited. Pipefittings which could be used for connecting a bypass line must not be installed.
- (n) The owner of any premises requiring multiple service connections for adequacy of supply and/or fire protection must install an assembly on each of the additional service lines to the premises. The type of assembly required shall be determined by the degree of hazard that may occur in the event of an interconnect between any of the buildings on the premises.

Section 20. Health Hazard Locations

- (a) All Locations deemed health hazards by the TCEQ, including those listed on the graph referenced in 30 TAC 290.47 (f), Assessment of Hazards and Selection of Assemblies, must have the assembly required by TCEQ, as reflected in the graph referenced above.
- (b) All Locations deemed to have a health hazard, or a potential for a health hazard may be subject to annual Customer Service Inspections, or a Safe Drinking Water Survey.
- (c) If a location is determined to have a health hazard by the Director, through a Customer Service

Inspection or a Safe Drinking Water Survey, the property owner or responsible party shall, within the timeframe allowed by the Director, eliminate all actual or threatened backflow, back-siphonage or cross connection conditions or install an approved backflow prevention assembly based on the degree of hazard.

(d) If a property type is determined to be one where an actual or potential contamination hazard exists, per TCEQ or as determined by the Director, that property may require premises isolation.

Section 21. Reduced pressure principle backflow prevention assemblies

RPs shall be utilized at any premises where a substance is handled that could be hazardous to the public health if introduced into the potable water system. In addition to the provisions of section 19, an RP shall be installed in accordance with the following requirements in order to ensure the proper operation of and accessibility to the assembly:

(a) RPs shall be sized to provide an adequate supply of water and pressure for the premises being served.

(b) On premises where non-interruption of water supply is critical, two (2) assemblies of the same type installed in parallel shall be provided. The assemblies shall be sized in such a manner that either assembly will provide the minimum water requirements while the two (2) together will provide the maximum flow required.

(c) Bypass lines are prohibited. Pipe fittings that could be used for connecting a bypass line shall not be installed.

(d) The assembly shall be readily accessible for testing and maintenance and shall be located in an area where water damage to buildings or furnishings will not occur from relief valve discharge. An approved air gap funnel assembly may be used to direct minor discharges away from the assembly provided the air gap funnel assembly will not control flow in a continuous relief situation. Daylight drain ports shall be provided to accommodate full pressure discharge from the assembly.

(e) All RP assemblies larger than two (2) inches shall have a minimum of twelve (12) inches clearance on the back side, twenty-four (24) inches clearance on the test cock side, and the relief valve opening shall be at least twelve (12) inches plus nominal size of assembly above the floor or highest possible water level. Headroom of six (6) feet is required in vaults without a fully removable top. A minimum access opening of twenty-four (24) inches square is required on all vault lids. All RP assemblies two (2) inches and smaller shall have at least a six-inch clearance on all sides. RP assemblies may be installed in a vault only if relief valve discharge can be drained to a free and unrestricted space through a boresight type drain. The drain shall be of adequate capacity to carry the full rated flow of the assembly and shall be screened on both ends.

(f) An approved air gap shall be located at the relief valve orifice of RP assemblies. The air gap shall be at least twice the inside diameter of the incoming supply line as measured vertically above the top rim of the drain and in no case less than one (1) inch.

(g) No deviations from this section shall be permitted without prior written approval of the Director.

Section 22. Double check valve backflow prevention assembly

Double check valve assemblies may be utilized at a premises where a substance is handled that could be objectionable, but not hazardous to health if the substance is introduced into the potable water system. In addition to the provisions of Section 19, a DC shall be installed in accordance with the following requirements in order to ensure the proper operation of and accessibility to the assembly:

- (1) DCs shall be sized to provide an adequate supply of water and pressure for the premises being served.
- (2) On premises where non-interruption of water supply is critical, two assemblies of the same type installed in parallel shall be provided. The assemblies shall be sized in such a manner that either assembly will provide the minimum water requirements, while the two (2) together will provide the maximum flow required.
- (3) Bypass lines are prohibited. Pipe fittings that could be used for connecting a bypass line shall not be installed.
- (4) The assembly shall be readily accessible with adequate room for testing and maintenance. DCs may be installed below grade provided all test cocks are fitted with brass pipe plugs. All vaults containing a DC shall be well drained, constructed of suitable materials, and sized to allow for the minimum clearances established below.
- (5) DC assemblies two (2) inches and smaller shall have at least a six (6) inch clearance below and on both sides of the assembly, and if located in a vault, the bottom of the assembly shall be not more than twenty-four (24) inches below grade. All DC assemblies larger than two (2) inches shall have a minimum clearance of twelve (12) inches on the back side, twenty-four (24) inches on the test cock side, and twelve (12) inches below the assembly. Headroom of six (6) feet is required in vaults without a fully removable top. A minimum access opening of twenty-four (24) inches square is required on all vault lids.
- (6) Vertical installations are allowed on sizes up to and including four (4) inches that meet the following requirements:
 - (A) The DC assembly shall contain internally spring-loaded check valves;
 - (B) Flow is upward through assembly;
 - (C) The assembly manufacturer specifies that the assembly can be used in a vertical position;
and
 - (D) The Director authorizes the vertical installation of the DC assembly.
- (7) No deviations shall be permitted without prior written approval of the Director.

Section 23. Double detector check valve assembly

Double detector check valve (DDC) assemblies may be utilized in any installation that requires a double check valve assembly and detector metering. DDCs shall comply with the installation requirements

applicable for double check valve assemblies (DCs).

Section 24. Pressure vacuum breaker assembly

(a) Pressure vacuum breaker (“PVB”) assemblies may be utilized as point-of-use protection only if a substance handled at the premises where the assembly is installed could be objectionable but not hazardous to health if the substance is introduced into the potable water system. PVBs protect against back-siphonage only and shall not be installed where there is potential for backpressure.

(b) In addition to the provisions of section 19, a PVB shall be installed in accordance with the following requirements in order to ensure the proper operation of and accessibility to the assembly:

- (1) The assembly shall be installed a minimum of twelve (12) inches above the highest use outlet or overflow level downstream from the assembly.
- (2) A PVB shall not be installed in an area subject to flooding or where damage could occur from water discharge.
- (3) The assembly shall be readily accessible for testing and maintenance, with a minimum clearance of twelve (12) inches all around the assembly. PVBs shall be located between twelve (12) inches and sixty (60) inches above ground level.
- (4) No deviations shall be permitted without prior written approval of the Director.

Section 25. Atmospheric vacuum breaker

Atmospheric vacuum breakers (“AVB”) provide minimal protection and are approved for very low hazard application only. AVBs protect against back-siphonage only and are prohibited where there is potential for backpressure. In addition to the provisions of section 19, an AVB shall be installed in accordance with the following requirements in order to ensure the proper operation of and accessibility to the assembly:

- (1) The AVB assembly shall be installed a minimum of six (6) inches above the highest use outlet or overflow level downstream from the assembly.
- (2) Shutoff valves downstream from the assembly are prohibited.
- (3) An AVB shall not be used on any application where there is more than twelve (12) hours per continuous use.
- (4) An AVB shall not be installed in an area subject to flooding or where damage may occur from water discharge.
- (5) AVBs shall be allowed for point-of-use protection only, in accordance with the plumbing code.

Section 26. Air gap separation

Air gap separations provide maximum protection from backflow hazards and shall be utilized at all locations where health hazard substances are at risk of entering the potable water system when practical.

(a) An air gap separation shall be at least twice the diameter of the supply pipeline measured

vertically above the top rim of the receiving vessel, and in no case less than one (1) inch. If splashing may occur, tubular screens may be attached or the supply line may be cut at a 45° angle. The air gap distance shall be measured from the bottom of the angle. Hoses shall not be allowed.

(b) Air gap separations shall not be altered in any way without prior approval from the Director and must be available for inspection at all reasonable times.

(c) The effective opening shall be the minimum cross-sectional area at the seat of the control valve or the supply pipe or tubing which feeds the assembly or outlet. If two (2) or more lines supply one (1) outlet, the effective opening shall be the sum of the cross connectional areas of the individual supply lines or the area of the single outlet, which is smaller.

Section 27. Right-of-way encroachment

(a) No person shall install or maintain a backflow prevention assembly upon or within any City right-of-way except as allowed by this Section.

(b) The Director may grant a license to install a backflow prevention assembly required by this Article upon or within a City right-of-way, only if the owner demonstrates to their satisfaction that there is no other feasible location for installing the assembly and that installing it in the right-of-way will not interfere with traffic, utilities or any other public use of the right-of-way. The City retains the right to approve the location, height, depth, enclosure and other requisites of the assembly prior to its installation.

(c) Any person performing work in the City rights-of-way shall obtain all necessary permits and inspections prior to the installation of the assembly.

(d) The assembly shall be installed below or flush with the surrounding grade except when it is not practical to install it in this manner. Any backflow prevention assembly or portion of an assembly which extends above ground must have final approval from the Director. RPs, AVBs and SVBs are not allowed to be installed below grade.

(e) The owner of a backflow prevention assembly that has been installed upon or within a City right-of-way as provided by this section shall, at the request of the City and at the owner's sole expense, relocate the assembly when such relocation is deemed necessary by the City.

(f) The City shall not be liable for any damage done to or caused by an assembly installed in the right-of-way.

(g) A person commits an offense if he fails to relocate a backflow prevention assembly located in or upon any City right-of-way after receiving a written order to do so from the Director.

Section 28. Emergency suspension of utility service

(a) The Director may, without prior notice, suspend water service to any premises when such suspension is necessary to prevent or stop actual or threatened backflow, back-siphonage or cross-connection conditions which:

- (1) Present or may present imminent and substantial danger to the environment or to the health or welfare of any person; or
 - (2) Present or may present imminent and substantial danger to the City's public water supply.
- (b) As soon as practicable after the suspension of service, the Director shall notify the customer of the suspension and shall order such person to correct the unsafe condition.
- (c) The Director shall not reinstate suspended water service until:
- (1) The customer presents proof, satisfactory to the Director, that the actual or threatened backflow, back-siphonage or cross connection condition has been eliminated and its cause determined and corrected;
 - (2) The customer pays the City for all costs the City incurred in responding to the unsafe condition or threatened unsafe condition; and
 - (3) The customer pays the City for all costs the City will incur for reinstating service.
- (d) Failure on the part of a customer to eliminate actual or threatened backflow, back-siphonage or cross connection conditions is sufficient cause for the immediate discontinuance of public water service to the premises.
- (e) A customer whose service has been suspended may appeal such suspension to the Director, in writing, within ten (10) business days of notice of the suspension.
- (f) A person commits an offense if the person, without the prior written approval of the Director, reinstates water service to a premise for which water service has been suspended pursuant to this section.

Section 29. Non-emergency termination of water supply

- (a) The Director may terminate, after written notice and opportunity for a hearing, the water service of any customer who:
- (1) Fails or refuses to provide adequate protection from actual or threatened backflow, back-siphonage or cross connection conditions when required by this Article;
 - (2) Fails or refuses to install and maintain backflow prevention assemblies in compliance with this Article; or
 - (3) Fails or refuses to install, maintain, and operate the customer's piping and plumbing systems in accordance with the City's adopted Plumbing Code.
- (b) The Director shall notify the customer of the proposed termination of water service at least five (5) business days before the proposed termination. The customer may request a hearing on the proposed termination by filing a written request for a hearing with the Director not more than five (5) business days after receipt of notice of the proposed termination.
- (c) If water service is terminated, the Director shall not reinstate water service until:

- (1) The customer presents proof, satisfactory to the Director, that the actual or threatened backflow, back-siphonage or cross connection condition has been eliminated and its cause determined and corrected; and
- (2) The customer pays the City for all costs the City will incur for reinstating service.

Section 30. Access to premises

Duly authorized employees of the City are entitled to enter any public or private property for the purpose of enforcing this Article. Persons and occupants of the property which are provided water service by the City, either directly or indirectly, shall allow the City or its representative ready access at all reasonable times to all parts of the property for the purpose of inspection, testing, records examination, or in the performance of their duties. When persons or occupants of the property have security measures in force which would require proper identification and clearance before entry into the property, the persons and occupants of the property shall make necessary arrangements with their security personnel so that upon presentation of suitable identification, personnel from the City will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

Section 31. Enforcement

- (a) This Article shall be enforced by the City.
- (b) The City shall inspect and initially test, cause to be inspected and tested, or require to be inspected and tested, all backflow prevention assemblies installed pursuant to the requirements of this Article. For new facilities, permanent water service shall not be provided until all backflow prevention assemblies have been tested and are operational. Except in cases where the testing of backflow prevention assemblies must be delayed until the installation of internal production or auxiliary equipment, the City shall not approve a certificate of occupancy until all backflow prevention assemblies have been tested and are operational. The City shall not be liable for damage caused to any backflow prevention assembly as a result of the inspection or testing.
- (c) If a backflow prevention assembly is not tested prior to the expiration of the prior annual test the Director has the authority to test, or cause to be tested, the expired assembly and add the actual cost of the inspection to the customer's utility bill and the City may levy fines for noncompliance.

Article A7.000, Appendix A,

Sec. A7.010 Cross Connection and Backflow Prevention Program

- (1) Bulk hydrant meter testing fee: \$200.00
- (2) Fee for installation or repair of backflow assembly by third party: 100% of actual cost of installation plus a 10% administrative charge.
- (3) Fee for testing of backflow assembly by third party: \$300.00
- (4) Deposit for water meters and backflow assembly: \$1,000.00

Section 3. Amendment of Ordinances. Chapter 13, Article 13.11, Leander Code of Ordinances, is hereby amended as provided in this Ordinance, and all prior Ordinances of the City dealing with or applicable to the backflow or cross connection prevention program are hereby amended to the extent of any conflict herewith, and all Ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended 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. 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 5. Penalty. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Leander from filing suit to enjoin the violation. Leander retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 6. Effective Date. That this Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

Section 7. Savings Clause. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting utilities and utility fees 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 8. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was 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, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this 5 day of September, 2024.

The City Leander, Texas

Attest:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. XX-XXX-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING ARTICLE 13.11, CROSS CONNECTION AND BACKFLOW PREVENTION PROGRAM, OF THE LEANDER CODE OF ORDINANCES PROVIDING FOR ANNUAL TESTING OF RESIDENTIAL FIRE PROTECTION SYSTEMS AT THE EXPENSE OF THE CUSTOMER, CLARIFY CUSTOMER RESPONSIBILITY FOR COSTS INCURRED TO INSTALL, OPERATE, AND MAINTAIN BACKFLOW PREVENTION ASSEMBLIES AND COSTS FOR CITY INCURRED COSTS TO ELIMINATE THREATS OR REMEDIATE DAMAGE TO THE PUBLIC WATER SUPPLY SYSTEM; PROVIDING A DEADLINE TO SUBMIT BACKFLOW ASSEMBLY TEST RESULTS TO THE DIRECTOR; PROVIDING MINOR CORRECTIONS TO GRAMMAR, SPELLING, AND FORMATTING, AMENDING ARTICLE A7.000 APPENDIX A TO INCREASE THE TESTING FEE; AND PROVIDING AN EFFECTIVE DATE AND RELATED PROVISIONS

WHEREAS, the City of Leander, Texas (the “City”) administers a cross connection control and backflow prevention program for the purpose of protecting its drinking water supply from contamination and/or pollution due to any cross connections; and

WHEREAS, the City program calls for annual testing of fire protection systems in commercial installations; and

WHEREAS, the City Council has determined that requiring annual testing of fire protection systems in commercial installations and expanding the program to also require annual testing of fire protection systems in residential installations is in the best interest of the City and its inhabitants and will further protect the City drinking water supply from contamination and or pollution;

WHEREAS, the City Council has determined it is necessary to clarify that costs incurred by the City to address backflow incidents resulting from residential or commercial customer negligence or intentional action are the customer’s responsibility;

WHEREAS, City incurred costs to address a backflow incident can vary, but can be significant if actions such as boil water status or water ban, a systemwide inspection to meet state requirements, increased testing, and customer service inspections are required; and

WHEREAS, the City Council has determined it is necessary to increase the testing fee to cover the costs incurred when the City has to utilize a third-party service to test backflow assemblies due to customer failure or refusal to act or other circumstances warrant.

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. Cross Connection Control and Backflow Prevention Regulations Adopted. The City Council hereby amends Chapter 13, Article 13.11, Cross Connection Control and Backflow Prevention of the Leander Code of Ordinances to clarify testing requirements for backflow prevention assemblies at commercial and residential premises with fire protection systems, clarify customer responsibility for installing and maintaining backflow prevention assemblies when conditions at customer premises warrant to protect the City potable public water supply and system, make minor corrections to grammar, spelling, and formatting, and to revise the related testing fee in Article A7.000, Appendix A.

ARTICLE 13.11 CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

Section 1. Definitions

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. If a word or term used in this Article is not contained in the following list, its definition, or other technical terms used, shall have the meanings or definitions listed in the most recent edition of the TCEQ Manual of Establishing and Managing an Effective Cross Connection Control Program RG-478 (the “Manual”).

Air gap. A complete physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel.

Approved fire sprinkler contractor. A person or entity holding a certificate of registration as such issued by the Texas State Fire Marshal’s Office.

Atmospheric vacuum breaker or AVB. An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an Atmospheric Vacuum Breaker Back-siphonage Prevention Assembly.

Backflow prevention. The mechanical prevention of reverse flow, or back-siphonage, of nonpotable water from an irrigation system into the potable water source.

Backflow prevention assembly. Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

Backflow. A flow in a direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the public water system.

Boresight or boresight to ~~daylight~~ daylight. Providing adequate drainage for backflow prevention assemblies installed in vaults through the use of an unobstructed drain pipe.

Contamination or contaminate. The entry into or presence in a public water supply system of any substance which may be harmful to health or to the quality of the water.

Cross Connection. An actual or potential connection between a potable water source and any fixture, tank, receptacle, equipment or device that may contain ~~contaminates~~ contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.

Customer. The person or company on the water billing account agreement with the City.

Customer service inspection. An inspection of a private water distribution system designed to inspect and detect any actual or potential Cross Connection hazards and/or exceedance of the lead content levels in solder or flux, pipe or pipe fittings.

Director. The Public Works Director, person designated by the Public Works Director, City Manager, or person designated by the City Manager.

Double check detector back/low prevention assembly or double check detector or DCDA. An assembly composed of a line-size approved double check assembly with bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for very low rates of flow.

Double check valve. An assembly that is composed of two (2) independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also known as a Double Check Valve Backflow Prevention Assembly or DC.

Fire line tester. A tester who is employed by an Approved Fire Sprinkler Contractor and is qualified to test backflow prevention assemblies on fire lines.

General tester or tester. A tester who is qualified to test backflow prevention assemblies on any domestic, commercial, industrial or irrigation service except fire lines. Recognized backflow prevention assembly testers shall have completed a TCEQ Executive Director approved course on Cross Connection control and backflow prevention assembly testing, pass an examination administered by the TCEQ Executive Director, and hold a current license as a backflow prevention assembly tester.

Health hazard. A Cross Connection or potential Cross Connection with any fixture, tank, receptacle, equipment or device that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

Inspector. A licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor.

Multi-family residential use. Water used by any residential customer of the water supply and includes duplexes, multiplex, housing and apartments where the individual units are each on a separate meter; or, in cases where two (2) or more units are served by one (1) meter, the units are full time dwellings.

Non-health hazard. A Cross Connection or potential cross connection from any fixture, tank, receptacle, equipment or device that involves any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable if introduced into the potable water supply.

Non-potable water. Water that is not suitable for human consumption. Non-potable water sources include, but are not limited to, irrigation systems, lakes, ponds, streams, gray water that is discharged from washing machines, dishwashers or other appliances, water vapor condensate from cooling towers, reclaimed water, and harvested rainwater.

Non-residential use. Water used by any person or company other than a residential customer of the water supply.

Pollution hazard. An actual or potential threat to the physical properties of the water system or the potability of the public or consumer's potable water system or the consumer's potable water system but which would not constitute a health hazard. Maximum degree of intensity of pollution which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances.

Potable water. Water that is suitable for human consumption.

Premises. Any real property to which water is provided, including all improvements, buildings, mobile and other structures located on it.

Premises containment. Backflow prevention at the service connection between the public water system and the water user.

Premises isolation. Backflow prevention at the point of use internally on the customer's premises.

Public water system or system. Any public or privately owned water system which supplies water for public domestic use including all service lines, reservoirs, facilities, and any equipment used in the process of producing, treating, storing or conveying water for public consumption.

Reclaimed water. Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

Reduced pressure principle detector backflow prevention assembly or reduced pressure detector or RPDA. An assembly containing two (2) independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two (2) check valves and below the first check valve.

Residential use. Water used by any residential customer of the water supply and include single-family dwellings.

Reduced pressure principle backflow prevention assembly or reduced pressure principle assembly or RP assembly or RP. An assembly containing two (2) independently acting approved check valves, a hydraulically-operated, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve, and including properly located test cocks and tightly closing shut-off valves at each end of the assembly.

Service connection. The point of delivery at which the public water system connects to the private supply line or lateral of a water user.

Spill-resistant pressure vacuum breaker or SVB. An assembly containing an independently operating, internally loaded check valve and an independently operating, loaded air inlet valve located on the discharge side of the check valve. This assembly is to be equipped with a properly located resilient seated test cock and tightly closing resilient seated shutoff valves attached at each end of the assembly.

Thermal expansion. The natural change in volume of a confined quantity of water as a result of the raising of the temperature of that water.

TCEQ. Texas Commission on Environmental Quality, or successor agency.

Used water. Water supplied by a public water system to a water user's system after it has passed through the service connection.

Water use survey. A survey conducted or caused to be conducted by the local authority designed to identify any possible source of contamination to the potable water supply.

Section 2. Policy declaration; Purposes of this Article, establishing Cross Connection standards

(a) Policy. It is declared the policy of the City to promote the public health, safety and welfare by:

(1) Implementing the rules promulgated by the Texas Commission on Environmental Quality in title 30 Texas Administrative Code, chapter 290, to comply with Texas Health and Safety Code, chapter 341, subchapter C, and the federal Safe Drinking Water Act, 42 U.S.C.A. section 300f et seq.;

(2) Establishing a cross-connection control program of uniform regulations governing the installation, testing of backflow prevention assemblies and technicians;

(3) Establishing requirements to permit and control the installation, routine maintenance and inspection of backflow prevention assemblies.

(b) Purposes. This article shall be construed so as to achieve the following goals:

(1) To protect the public potable water supply from possible contaminants or pollutants which could backflow into the public water system from the consumer's internal distribution system(s) or private water system(s).

(2) To promote the elimination or control of existing Cross Connections, actual or potential, between the consumer's potable water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems.

(3) To provide for the maintenance of a continuing program of Cross Connection control which will systematically and effectively prevent the contamination or pollution of the potable water supply of the City.

(4) To ensure every source of contamination or possible contamination which originates from or is located at, a residential or commercial establishment, ~~and where~~ said source of contamination or possible contamination is connected to any public potable water supply or provides potable water to the public, ~~shall be~~ equipped with the protections required under the provisions of this Article.

Section 3. Administration

The Director is responsible for protecting the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. Should the Director and City Council determine it is appropriate to retain a third party vendor to assist in administration of this Article, the administrative fees charged by the vendor shall be in addition to the fees of the city, as adopted herein. **The Director is authorized to recover the fee through the customer billing**

system. If, in the judgment of the Director, an approved backflow prevention assembly is required at the consumer's water service connection or within the consumer's private water system, the Director shall require a consumer to install an approved backflow prevention assembly at a specific location on his or her premises.

Section 4. Backflow prevention assembly required

(a) The City will not install or maintain a water service connection to any premises unless the water supply is protected as required by all applicable laws and regulations of the City and the State. Service of water to any premises may be discontinued by the City if a backflow prevention assembly required by this Article is not of the proper type, is not approved by the Director, is not installed, is not successfully tested and maintained; the City's authority and right ~~of entry to~~ enter facilities or premises in order to evaluate Cross Connections, backflow risks, plumbing materials, and internal backflow prevention programs is denied; ~~or~~ if a backflow prevention assembly has been ~~removed~~ removed or bypassed; or if an unprotected Cross Connection exists on the premises. Service will not be allowed or restored until such conditions or defects are corrected.

(b) A backflow prevention assembly shall be required in each of the following circumstances, but is in no way limited to the following circumstances:

- (1) When the nature and extent of any activity at or near premises, or the materials or equipment used in connection with any activity at or near premises, or materials stored at or near the premises, could present a health hazard upon entry into the public water system;
- (2) When a premises has one (1) or more Cross Connections;
- (3) When internal Cross Connections are present that are not correctable;
- (4) When intricate plumbing arrangements are present that make it impractical to ascertain whether Cross Connections exist;
- (5) When a premises has a repeated history of Cross Connections being established or re-established;
- (6) A fire sprinkler system on the premises is connected to the City's water system;
- (7) When entry to a premises is restricted so that inspections for Cross Connections cannot be made with sufficient thoroughness or frequency to assure that Cross Connections do not exist;
- (8) When an appropriate Cross Connection Survey Report Form has not been filed with the City after a request has been made by the City;
- (9) When installation of an approved backflow prevention assembly is determined in the sole judgment of the City to be necessary to accomplish the purpose of these regulations;
- (10) When materials are being used such that, if backflow should occur, a health hazard could result;

(11) On all multistory buildings or any building with a booster pump or elevated storage tank; and

(12) For any used water return system that has received approval from the Director.

(c) In all new non-residential construction, the Director has the authority to require an approved backflow assembly at the service connection. The type of the assembly will correspond to the requirements of 30 Texas Administrative Code 290.47(f) and the Manual as determined by the Director. At any residence or establishment where an actual or potential contamination hazard exists and an adequate internal Cross Connection control program is in effect, backflow protection at the water service entrance or meter is not required.

(d) When a building is constructed on commercial premises, and the end use of such building is not determined or could change, a reduced pressure principle backflow prevention assembly shall be installed at the service connection to provide protection of the public water supply in the event of the most hazardous use of the building. The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes.

(e) If a point-of-use assembly has not been tested or repaired as required by this Article, the installation of a reduced pressure principle assembly will be required at the service connection.

(f) If an inspector determines that additions or rearrangements have been made to the plumbing system of a premises without the proper permits as required by the Plumbing Code, premises containment may be required.

(g) Retrofitting shall be required on all point-of-use health hazard connections and wherever else the Director determines that retrofitting is necessary due to circumstances that indicate that Cross Connection is likely to occur unless an approved back-flow prevention assembly is installed.

(h) An approved double detector check valve assembly shall be the minimum protection on all new fire sprinkler systems. An RPDA assembly shall be installed if any solution other than potable water can be introduced into the sprinkler system. Retrofitting shall be required on all high hazard systems, where improper maintenance has occurred, and wherever an inspector determines that such measures are necessary under the conditions found by the inspector.

Section 5. Fire protection systems

(a) Commercial.

(1) All new and existing fire protection systems which utilize the City's potable water supply shall have installed an approved backflow prevention device according to the degree of hazard.

(2) An approved double check detector backflow prevention assembly (DCDA) or reduced pressure detector assembly (RPDA) shall be the minimum protection for fire sprinkler systems. A RPDA must be installed if any solution other than potable water can be introduced into the sprinkler system.

(3) It is the responsibility of all property owners and persons in charge of any premises to abide by

the conditions of this Article. In the event of any changes to the plumbing system, it is the responsibility of the property owners to notify the City in writing of the change. Notification shall be sent to the attention of the Director. All costs associated with this Article and the purchase, installation, testing and repair of a (DCDA) or (RPDA) device is the responsibility of the property owner and persons in charge of any premises. Only Fire line Testers approved by the Director are authorized to test fire line devices.

(4) Upon the approved installation of the DCDA or RPDA device, a Cross Connection test report completed by a Fire line Tester shall be sent to the attention of the Director and include the information required by this Article.

(5) Retrofitting shall be required:

- (A) When the water supply in a certain area has been contaminated;
- (B) The fire protection system has contributed to the contamination; and
- (C) When an authority having jurisdiction to protect the potable water supply mandates a fail-safe system.

(6) Any person performing maintenance, repair or testing on fire lines shall be a full-time employee of an Approved Fire Sprinkler Contractor. Approved Fire Sprinkler Contractors shall verify in writing that each tester is a full-time employee, possesses necessary certifications required by TCEQ (as applicable) and that the company carries general liability insurance.

(b) Residential.

(1) All new and existing fire protection systems which utilize the City's potable water supply shall have installed an approved backflow prevention device according to the degree of hazard.

(2) An approved double check valve backflow prevention assembly (DC) or reduced pressure principle backflow prevention assembly (RP) shall be the minimum protection for the fire sprinkler systems. A RP must be installed if any solution other than potable water can be introduced into the sprinkler system.

(3) It is the responsibility of all property owners and persons in charge of any premises to abide by the conditions of this Article. In the event of any changes to the plumbing system, it is the responsibility of the property owners to notify the City in writing of the change. Notification shall be sent to the attention of the Director. All costs associated with this Article and the purchase, installation, testing and repair of a DC or RP device is the responsibility of the property owner and persons in charge of any premises. Only Fire line Testers approved by the Director are authorized to test fire line devices.

(4) Upon the approved installation of the DC or RP device, a Cross Connection test report completed by a Fire line Tester shall be sent to the attention of the Director and include the information required by this Article.

(5) Retrofitting shall be required

~~a-(A)~~ When the water supply in a certain area has been contaminated;

~~b-(B)~~ The fire protection system has contributed to the contamination; and

~~c-(C)~~ When an authority having jurisdiction to protect the potable water supply mandates a fail-safe system.

(6) Any person performing maintenance, repair or testing on fire lines shall be a full-time employee of an Approved Fire Sprinkler Contractor. Approved Fire Sprinkler Contractors shall verify in writing that each tester is a full-time employee, possesses necessary certifications required by TCEQ (as applicable and that the company carries general liability insurance).

(c) Testing requirements.

(1) All required backflow prevention assemblies on commercial and residential fire protection systems shall be tested by a certified tester upon installation, repair, alteration or relocation and prior to being placed into service.

(2) All required backflow prevention assemblies which are installed on commercial and residential fire protection systems shall be tested annually by a certified tester.

~~(+)(3)~~ Each customer or premises owner, at customer or owner expense, shall install, operate, maintain and test approved backflow prevention assemblies on commercial and residential fire protection systems as required by this section.

Section 6. Fire hydrant protection

(a) A reduced pressure assembly (RP) shall be the minimum protection for fire hydrant water meters used for a temporary water supply during any construction or other uses which would pose a potential hazard to the public water supply.

(b) It is the responsibility of all persons engaging in the use and rental of a fire hydrant water meter to abide by the conditions of this Article. All fire hydrant water meter rentals shall meet the current requirements as provided for by the City.

(c) Only City issued fire hydrant water meters with approved backflow prevention assemblies are allowed to be used on fire hydrants connected to the City water system, unless prior approval by the City is granted.

(d) A refundable deposit according to the Fee Schedule is required to insure the return of all water meters and backflow assemblies to the City. Failure to return the assemblies can result in the forfeiture of deposit and enforcement action being taken against the responsible party, as allowed for in the enforcement section in this Article.

(e) All non-approved fire hydrant meters which are found to be in use in the City will be confiscated and enforcement action may be taken against the responsible party, as allowed for in the enforcement section in this Article.

(f) Hydrants used for bulk water purposes shall be tested for compliance with this Article prior to use and shall be retested annually thereafter. Compliance testing or retesting fees shall be paid in accordance with the Fee Schedule.

Section 7. Mobile units

The connection of a mobile unit to any potable water system is prohibited unless such connection is protected by an air gap or an approved backflow prevention assembly. Prior approval and annual device testing of any backflow prevention assembly must be received from the City before connecting to any potable water system.

Section 8. Plumbing code

As a condition of water service, a customer shall install, maintain, and operate the customer's piping and plumbing systems in accordance with the Plumbing Code provisions adopted by the City. In the event of a conflict between this Article and the Plumbing Code, the more restrictive provision shall apply.

Section 9. Thermal expansion

It shall be the responsibility of the premises owner to provide for the possibility of damage or injury which might be caused by thermal expansion, if a closed system has been created by the installation of a backflow assembly.

Section 10. Pressure loss

Any water pressure drop caused by the installation of a backflow assembly shall be the responsibility of the premises owner and not the City. The City may provide reasonable assistance to a premises owner regarding information on adequate sizing of assemblies and proper plumbing practices to provide for required pressure and flows but shall not be obligated to provide assistance or alternative measures to increase water pressure. In no event shall the City be liable for damages resulting from any reduction in water pressure caused by the installation of an assembly.

Section 11. Compliance for landscape irrigation

Installation requirements for any device or equipment to be installed must comply with the current City plumbing code and the guidelines and requirements of this Article. Interconnections of the potable water supply with an alternate water source are prohibited unless appropriate backflow protection is installed and approved by the City. Health hazard backflow protection devices must be installed if any mechanical injection stations are used with the irrigation system and shall conform to the device testing requirements as provided in this Article.

Section 12. Rainwater harvesting

An approved backflow prevention assembly must be installed to prevent non-potable water from entering the potable system. All piping that contains non-potable water must be labeled: "Untreated Rainwater - Do Not Drink". Cross connections between rainwater and potable water systems are prohibited.

Section 13. Residential service connections

- (a) Any person who owns, occupies or controls residential property is responsible for the installation, test and repair of all backflow assemblies on their property.
- (b) A residential premise that has been determined to have an actual or potential health hazard cross connection shall be equipped with an approved backflow prevention assembly installed in accordance with this Article. This device can be required to be installed either at the customer meter or at the point-of-use at the expense of the owner/occupant and shall conform to the device testing requirements as provided in this Article. For the purposes of this Article, on-site sewage facilities (septic systems) shall be considered potential contamination health hazards which will require installation of an approved backflow prevention assembly that complies with this Article.

Section 14. Customer service inspections

- (a) A customer service inspection (CSI) is an examination of a private water distribution ~~facility~~ facility for the purposes set forth in Section 2 of this Article. Permanent water service to a new facility will not be granted until the water facility passes a customer service inspection.
- (b) A customer service inspection certification form shall be completed and filed with the building official or designee under each of the following circumstances:
- (1) New construction.
 - (2) ~~When M~~material improvement, correction, or addition to the private water distribution system is performed (defined as plumbing work that requires an inspection and involves a major modification to the private water distribution system). The private water distribution system refers to the facilities on the owner's side of the meter.
 - (3) When the Director believes that a Cross Connection or other potential contamination hazard exists. In this instance, the Director shall notify the customer that an inspection will be conducted and will identify the threat that is believed to exist prior to discontinuation of water service.
- (c) In order to perform the customer service inspections, the City may:
- (1) Provide a list of certified inspectors to the customer, from which list the customer may select and hire an inspector; or
 - (2) Provide qualified employees to perform the inspections at a cost to the customer in order to complete the state required inspection; or
 - (3) Hire independent, qualified contractors to perform the inspections; or
 - (4) Upon approval of the Director, allow the customer to hire an independent, qualified contractor to perform the inspections.

Section 15. Certification of customer service inspectors

A person who performs customer service inspections or who prepares customer service inspection

certification forms shall be registered as a licensed customer service inspector with the City and shall meet all the requirements of the TCEQ Rules and Regulations of Public Water Systems for accreditation as a customer service inspector.

Section 16. Licensed backflow prevention assembly tester responsibilities

- (a) Only approved TCEQ licensed backflow prevention assembly testers Article can test backflow prevention assemblies in the City of Leander in accordance with ~~isthis~~ Article.
- (b) A registered backflow prevention assembly tester shall not change the design or operating characteristics of a backflow prevention assembly.
- (c) The Director may revoke or refuse to accept a tester's results if the Director determines that the tester:
 - (1) Has made false, incomplete, or inaccurate assembly testing reports;
 - (2) Has used inaccurate gauges;
 - (3) Has used improper testing procedures;
 - (4) Is not in compliance with safety regulations;
 - (5) Has failed to register the serial numbers of the tester's test gauges or has failed to calibrate gauges annually;
 - (6) Has violated any other provision of this Article; or
 - (7) Has performed inappropriate testing activities.

Section 17. Responsibility for and Testing of assemblies

- (a) At minimum, all testable backflow prevention assemblies shall be inspected and tested by a licensed backflow assembly tester upon installation or as required by the Director.
- (b) All multifamily residential use and nonresidential use backflow prevention assemblies shall be inspected and tested in each of the following circumstances:
 - (1) Immediately after installation;
 - (2) A minimum of once a year or more frequently, as required by the Director;
 - (3) Immediately after repair;
 - (4) When premises that have been vacated and unoccupied for one (1) year, prior to re- occupancy;
or
 - (5) Whenever the assembly is moved.
- (c) The City shall not be liable for damage to an assembly that occurs during testing.
- (d) A water use survey may be conducted at any establishment which is served by the City of Leander

water supply or which provides water to the public. Upon determination that the establishment falls under the provisions of this Article and requires a backflow prevention assembly, a notice to abate the condition or to install the proper backflow prevention assembly shall be issued.

(e) It is the responsibility of the person who owns or controls property to have all assemblies tested in accordance with this Article. Assemblies may be required to be tested more frequently if the Director deems necessary.

(f) All results from assembly inspection and testing shall be placed on a form designated by the City and provided to the Director within ten (10) business days of the testing.

Section 18. Responsibility for and Maintenance of assemblies

A person who owns, operates, or manages a premises in which a required backflow prevention assembly is installed shall maintain such assemblies in proper working order at all times, and make including such the repairs as may be necessary to keep the assembly in proper working order. The maintenance and repair of all assemblies shall be done in accordance with the applicable regulations of the TCEQ and this Article. A backflow prevention assembly shall be maintained in a manner that allows the assembly to be tested by a method that has been approved by TCEQ.

Section 19. General installation requirements

A backflow prevention assembly shall be installed in accordance with the following requirements in order to ensure the proper operation of and accessibility to the assembly:

(a) A backflow prevention assembly shall be installed in accordance with current TCEQ rules and this Article or with requirements of equal standards approved by the Director. The assembly installer shall obtain the required plumbing permits prior to installation and shall have the assembly inspected by the City.

(b) No part of a reduced pressure principle backflow prevention assembly shall be submerged in water or installed in a location subject to flooding. If a double check valve assembly is installed in a vault, brass plugs shall be maintained in the test ports at all times and adequate drainage shall be provided.

(c) At facilities which require a backflow prevention assembly to be installed at the point of delivery of the water supply, installation of the assembly must be before any branch in the line and on private property located just inside the boundary between the City's right-of-way and the landowner's property. The Director may authorize other areas for installation of the assembly. Assemblies that must be installed in or are located in City rights-of-way are the responsibility of the business or entity that the water line is serving.

(d) The assembly shall be protected from freezing and other severe weather conditions.

(e) All backflow prevention assemblies shall be of a type and model approved by the Director.

(f) All vertical installations of backflow prevention assemblies shall be approved in writing by the Director prior to installation.

(g) An assembly installed five (5) feet or higher above floor level shall be equipped with a rigid and permanently installed scaffolding acceptable to the Director which shall contain a platform for use by testing and maintenance personnel. The installation shall meet all applicable requirements of the U.S. Occupational Safety and Health Administration and State occupational safety and health laws.

(h) Upon completion of the installation, the premises owner shall notify the Director and schedule the inspection and testing of all assemblies. The premises owner shall register all backflow assemblies with the Director by providing the date of installation, the manufacturer, model and serial number of the backflow prevention assembly, and the initial test report for the assembly.

(i) The premises owner assumes all responsibility for any damages resulting from installation, operation, and maintenance of a backflow assembly. The owner shall also see that any vault in which a backflow prevention assembly is contained is kept free of silt and debris that may interfere with the proper operation, inspection or testing of the assembly.

(j) Premises with two (2) assemblies installed in parallel shall be sized in such a manner that either assembly will provide the maximum flow required.

(k) All facilities that require continuous, uninterrupted water service and are required to have a backflow assembly must make provisions for the parallel installation of assemblies of the same type and size so that testing, repair and maintenance can be performed.

(l) Lines shall be thoroughly flushed prior to installation. A strainer with blowout tapping may be required ahead of the assembly.

(m) Bypass lines are prohibited. Pipefittings which could be used for connecting a bypass line must not be installed.

(n) The owner of any premises requiring multiple service connections for adequacy of supply and/or fire protection must install an assembly on each of the additional service lines to the premises. The type of assembly required shall be determined by the degree of hazard that may occur in the event of an interconnect between any of the buildings on the premises.

Section 20. Health Hazard Locations

(a) All Locations deemed health hazards by the TCEQ, including those listed on the graph referenced in 30 TAC 290.47 (f), Assessment of Hazards and Selection of Assemblies, must have the assembly required by TCEQ, as reflected in the graph referenced above.

(b) All Locations deemed to have a health hazard, or a potential for a health hazard may be subject to annual Customer Service Inspections, or a Safe Drinking Water Survey.

(c) If a location is determined to have a health hazard by the Director, through a Customer Service Inspection or a Safe Drinking Water Survey, the property owner or responsible party shall, within the timeframe allowed by the Director, eliminate all actual or threatened backflow, back-siphonage or cross connection conditions or install an approved backflow prevention assembly based on the degree of hazard.

(d) If a property type is determined to be one where an actual or potential contamination hazard exists,

per TCEQ or as determined by the Director, that property may require premises isolation.

Section 21. Reduced pressure principle backflow prevention assemblies

RPs shall be utilized at any premises where a substance is handled that could be hazardous to the public health if introduced into the potable water system. In addition to the provisions of section [19](#), an RP shall be installed in accordance with the following requirements in order to ensure the proper operation of and accessibility to the assembly:

- (a) RPs shall be sized to provide an adequate supply of water and pressure for the premises being served.
- (b) On premises where non-interruption of water supply is critical, two (2) assemblies of the same type installed in parallel shall be provided. The assemblies shall be sized in such a manner that either assembly will provide the minimum water requirements while the two (2) together will provide the maximum flow required.
- (c) Bypass lines are prohibited. Pipe fittings that could be used for connecting a bypass line shall not be installed.
- (d) The assembly shall be readily accessible for testing and maintenance and shall be located in an area where water damage to buildings or furnishings will not occur from relief valve discharge. An approved air gap funnel assembly may be used to direct minor discharges away from the assembly provided the air gap funnel assembly will not control flow in a continuous relief situation. Daylight drain ports shall be provided to accommodate full pressure discharge from the assembly.
- (e) All RP assemblies larger than two (2) inches shall have a minimum of twelve (12) inches clearance on the back side, twenty-four (24) inches clearance on the test cock side, and the relief valve opening shall be at least twelve (12) inches plus nominal size of assembly above the floor or highest possible water level. Headroom of six (6) feet is required in vaults without a fully removable top. A minimum access opening of twenty-four (24) inches square is required on all vault lids. All RP assemblies two (2) inches and smaller shall have at least a six-inch clearance on all sides. RP assemblies may be installed in a vault only if relief valve discharge can be drained to a free and unrestricted space through a boresight type drain. The drain shall be of adequate capacity to carry the full rated flow of the assembly and shall be screened on both ends.
- (f) An approved air gap shall be located at the relief valve orifice of RP assemblies. The air gap shall be at least twice the inside diameter of the incoming supply line as measured vertically above the top rim of the drain and in no case less than one (1) inch.
- (g) No deviations from this section shall be permitted without prior written approval of the Director.

Section 22. Double check valve backflow prevention assembly

Double check valve assemblies may be utilized at a premises where a substance is handled that could be objectionable, ~~but not hazardous to health~~ if the substance is introduced into the potable water system. In addition to the provisions of Section 19, a DC shall be installed in accordance with the following requirements in order to ensure the proper operation of and accessibility to the assembly:

(1) DCs shall be sized to provide an adequate supply of water and pressure for the premises being served.

(2) On premises where non-interruption of water supply is critical, two assemblies of the same type installed in parallel shall be provided. The assemblies shall be sized in such a manner that either assembly will provide the minimum water requirements, while the two (2) together will provide the maximum flow required.

(3) Bypass lines are prohibited. Pipe fittings that could be used for connecting a bypass line shall not be installed.

(4) The assembly shall be readily accessible with adequate room for testing and maintenance. DCs may be installed below grade provided all test cocks are fitted with brass pipe plugs. All vaults containing a DC shall be well drained, constructed of suitable materials, and sized to allow for the minimum clearances established below.

(5) DC assemblies two (2) inches and smaller shall have at least a six (6) inch clearance below and on both sides of the assembly, and if located in a vault, the bottom of the assembly shall be not more than twenty-four (24) inches below grade. All DC assemblies larger than two (2) inches shall have a minimum clearance of twelve (12) inches on the back side, twenty-four (24) inches on the test cock side, and twelve (12) inches below the assembly. Headroom of six (6) feet is required in vaults without a fully removable top. A minimum access opening of twenty-four (24) inches square is required on all vault lids.

(6) Vertical installations are allowed on sizes up to and including four (4) inches that meet the following requirements:

~~(a)~~(A) The DC assembly shall contain internally spring-loaded check valves;

~~(b)~~(B) Flow is upward through assembly;

~~(c)~~(C) The assembly manufacturer specifies that the assembly can be used in a vertical position; and

~~(d)~~(D) The Director authorizes the vertical installation of the DC assembly.

(7) No deviations shall be permitted without prior written approval of the Director.

Section 23. Double detector check valve assembly

Double detector check valve (DDC) assemblies may be utilized in any installation that requires a double check valve assembly and detector metering. DDCs shall comply with the installation requirements applicable for double check valve assemblies (DCs).

Section 24. Pressure vacuum breaker assembly

(a) Pressure vacuum breaker ("PVB") assemblies may be utilized ~~at-as~~ point-of-use protection only ~~and-only~~ if a substance ~~is~~ handled at the premises where the assembly is installed ~~that~~ could be objectionable but not hazardous to health— if the substance is introduced into the potable water system.

PVBs protect against back-siphonage only and shall not be installed where there is potential for backpressure.

(b) In addition to the provisions of section 19, a PVB shall be installed in accordance with the following requirements in order to ensure the proper operation of and accessibility to the assembly:

- (1) The assembly shall be installed a minimum of twelve (12) inches above the highest use outlet or overflow level downstream from the assembly.
- (2) A PVB shall not be installed in an area subject to flooding or where damage could occur from water discharge.
- (3) The assembly shall be readily accessible for testing and maintenance, with a minimum clearance of twelve (12) inches all around the assembly. PVBs shall be located between twelve (12) inches and sixty (60) inches above ground level.
- (4) No deviations shall be permitted without prior written approval of the Director.

Section 25. Atmospheric vacuum breaker

Atmospheric vacuum breakers (“AVB”) provide minimal protection and are approved for very low hazard application only. AVBs protect against back-siphonage only and are prohibited where there is potential for backpressure. In addition to the provisions of section 19, an AVB shall be installed in accordance with the following requirements in order to ensure the proper operation of and accessibility to the assembly:

- (1) The AVB assembly shall be installed a minimum of six (6) inches above the highest use outlet or overflow level downstream from the assembly.
- (2) Shutoff valves downstream from the assembly are prohibited.
- (3) An AVB shall not be used on any application where there is more than twelve (12) hours per continuous use.
- (4) An AVB shall not be installed in an area subject to flooding or where damage may occur from water discharge.
- (5) AVBs shall be allowed for point-of-use protection only, in accordance with the plumbing code.

Section 26. Air gap separation

Air gap separations provide maximum protection from backflow hazards and shall be utilized at all locations where health hazard substances are at risk of entering the potable water system when practical.

- (a) An air gap separation shall be at least twice the diameter of the supply pipeline measured vertically above the top rim of the receiving vessel, and in no case less than one (1) inch. If splashing may occur, tubular screens may be attached or the supply line may be cut at a 45° angle. The air gap distance shall be measured from the bottom of the angle. Hoses shall not be allowed.
- (b) Air gap separations shall not be altered in any way without prior approval from the Director and must be available for inspection at all reasonable times.

(c) The effective opening shall be the minimum cross-sectional area at the seat of the control valve or the supply pipe or tubing which feeds the assembly or outlet. If two (2) or more lines supply one (1) outlet, the effective opening shall be the sum of the cross sectional areas of the individual supply lines or the area of the single outlet, which is smaller.

Section 27. Right-of-way encroachment

(a) No person shall install or maintain a backflow prevention assembly upon or within any City right-of-way except as allowed by this Section.

(b) The Director may grant a license to install a backflow prevention assembly required by this Article upon or within a City right-of-way, only if the owner demonstrates to their satisfaction that there is no other feasible location for installing the assembly and that installing it in the right-of-way will not interfere with traffic, utilities or any other public use of the right-of-way. The City retains the right to approve the location, height, depth, enclosure and other requisites of the assembly prior to its installation.

(c) Any person performing work in the City rights-of-way shall obtain all necessary permits and inspections prior to the installation of the assembly.

(d) The assembly shall be installed below or flush with the surrounding grade except when it is not practical to install it in this manner. Any backflow prevention assembly or portion of an assembly which extends above ground must have final approval from the Director. RPs, AVBs and SVBs are not allowed to be installed below grade.

(e) The owner of a backflow prevention assembly that has been installed upon or within a City right-of-way as provided by this section shall, at the request of the City and at the owner's sole expense, relocate the assembly when such relocation is deemed necessary by the City.

(f) The City shall not be liable for any damage done to or caused by an assembly installed in the right-of-way.

(g) A person commits an offense if he fails to relocate a backflow prevention assembly located in or upon any City right-of-way after receiving a written order to do so from the Director.

Section 28. Emergency suspension of utility service

(a) The Director may, without prior notice, suspend water service to any premises when such suspension is necessary to prevent or stop actual or threatened backflow, back-siphonage or cross-connection conditions which:

- (1) Present or may present imminent and substantial danger to the environment or to the health or welfare of any person; or
- (2) Present or may present imminent and substantial danger to the City's public water supply.

(b) As soon as practicable after the suspension of service, the Director shall notify the customer of the suspension and shall order such person to correct the unsafe condition.

(c) The Director shall not reinstate suspended water service until:

(1) The customer presents proof, satisfactory to the Director, that the actual or threatened backflow, back-siphonage or cross connection condition has been eliminated and its cause determined and corrected;

(2) The customer pays the City for all costs the City incurred in responding to the unsafe condition or threatened unsafe condition; and

(3) The customer pays the City for all costs the City will incur for reinstating service.

(d) Failure on the part of a customer to eliminate actual or threatened backflow, back-siphonage or cross connection conditions is sufficient cause for the immediate discontinuance of public water service to the premises.

(e) A customer whose service has been suspended may appeal such suspension to the Director, in writing, within ten (10) business days of notice of the suspension.

(f) A person commits an offense if the person, without the prior written approval of the Director, reinstates water service to a premise for which water service has been suspended pursuant to this section.

Section 29. Non-emergency termination of water supply

(a) The Director may terminate, after written notice and opportunity for a hearing, the water service of any customer who:

(1) Fails or refuses to provide adequate protection from actual or threatened backflow, back-siphonage or cross connection conditions when required by this Article;

(2) Fails or refuses to install and maintain backflow prevention assemblies in compliance with this Article; or

(3) Fails or refuses to install, maintain, and operate the customer's piping and plumbing systems in accordance with the City's adopted Plumbing Code.

(b) The Director shall notify the customer of the proposed termination of water service at least five (5) business days before the proposed termination. The customer may request a hearing on the proposed termination by filing a written request for a hearing with the Director not more than five (5) business days after receipt of notice of the proposed termination.

(c) If water service is terminated, the Director shall not reinstate water service until:

(1) The customer presents proof, satisfactory to the Director, that the actual or threatened backflow, back-siphonage or cross connection condition has been eliminated and its cause determined and corrected; and

(2) The customer pays the City for all costs the City will incur for reinstating service.

Section 30. Access to premises

Duly authorized employees of the City are entitled to enter any public or private property for the

purpose of enforcing this Article. Persons and occupants of the property which are provided water service by the City, either directly or indirectly, shall allow the City or its representative ready access at all reasonable times to all parts of the property for the purpose of inspection, testing, records examination, or in the performance of their duties. When persons or occupants of the property have security measures in force which would require proper identification and clearance before entry into the property, the persons and occupants of the property shall make necessary arrangements with their security personnel so that upon presentation of suitable identification, personnel from the City will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

Section 31. Enforcement

- (a) This Article shall be enforced by the City.
- (b) The City shall inspect and initially test, cause to be inspected and tested, or require to be inspected and tested, all backflow prevention assemblies installed pursuant to the requirements of this Article. For new facilities, permanent water service shall not be provided until all backflow prevention assemblies have been tested and are operational. Except in cases where the testing of backflow prevention assemblies must be delayed until the installation of internal production or auxiliary equipment, the City shall not approve a certificate of occupancy until all backflow prevention assemblies have been tested and are operational. The City shall not be liable for damage caused to any backflow prevention assembly as a result of the inspection or testing.
- (c) If a backflow prevention assembly is not tested prior to the expiration of the prior annual test the Director has the authority to test, or cause to be tested, the expired assembly and add the actual cost of the inspection to the customer's utility bill and the City may levy fines for noncompliance.

Article A7.000, Appendix A,

Sec. A7.010 Cross Connection and Backflow Prevention Program

- (1) Bulk hydrant meter testing fee: \$200.00
- (2) Fee for installation or repair of backflow assembly by third party: 100% of actual cost of installation plus a 10% administrative charge.
- (3) Fee for testing of backflow assembly by ~~City~~third party: ~~\$200~~300.00
- (4) Deposit for water meters and backflow assembly: \$1,000.00

Section 3. Amendment of Ordinances. Chapter 13, Article 13.11, Leander Code of Ordinances, is hereby amended as provided in this Ordinance, and all prior Ordinances of the City dealing with or applicable to the backflow or cross connection prevention program are hereby amended to the extent of any conflict herewith, and all Ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended 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. 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 5. Penalty. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Leander from filing suit to enjoin the violation. Leander retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 6. Effective Date. That this Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

Section 7. Savings Clause. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting utilities and utility fees 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 8. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was 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, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this _____ day of September, 2024.

The City Leander, Texas

Attest:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of Change Order No.1 to the contract agreement with DKC Construction Group, for the Leander Senior Activity Center (CIP P.6) providing for the removal of Alternative 1, the finish-out of building space for the Williamson County Children's Advocacy Center, creating a decrease in the current contract amount by \$133,649.00, for a new total contract amount of \$8,650,173.00, with no extension of term duration; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander initially accepted ten (10) solicitation alternates for the project, nine (9) additive items and one (1) deductive item. With the solicitation phase completed, City project stakeholders met to discuss and re-review the necessity of each alternate and to confirm whether to keep each alternate in its entirety or keep only a portion of the alternate's scope and move forward.

Change Order #1 addresses four (4) of the ten (10) alternates to date which involve being removed or reduced in scope; Alternate 1, Alternate 3, Alternate 8, and Alternate 9 as detailed in the Change Order. Five (5) of the remaining alternates are being kept as contracted, with Deduct Alternate 1 still to be finalized.

Deduct Alternate 1 removed the finish-out of the building space for the Williamson County Children's Advocacy Center. The space is being reviewed by City project stakeholders to be finished for other uses, and will be submitted under a separate change order once finalized.

HISTORY/TIMELINE:

05/02/2024 – City Council approved a construction contract for the Leander Senior Activity Center

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Change Order No. 1.

PRESENTER:

Tony Bettis, PMP, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	(\$133,649.00)
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended

Recurring or one-time:

One-Time

Fund source (Operating / Utility / etc.):

40-04-8225

Attachments:

1. Change Order P.6 No. 1



Document G701™ – 2017

Change Order

PROJECT:

Leander Senior Activity Center
701 Municipal Drive.
Leander, TX 78641

CONTRACT INFORMATION:

Contract For: P.6
Date: June 28, 2024

CHANGE ORDER INFORMATION:

Change Order Number: 1
Date: June 28, 2024

OWNER:

City of Leander
105 N. Brushy Street
Leander, TX 78641

ARCHITECT:

Pierce Goodwin Alexander & Linville, Inc.
3030 LBJ Freeway, Suite 1220
Dallas, Texas 75234

CONTRACTOR:

DKC Construction Group
1205 Sheldon Cove
Austin, Texas 78753

THE CONTRACT IS CHANGED AS FOLLOWS:

- Reduce the scope for Alternate No. 1 from monument sign and all corresponding work associated with the monument sign to remove the physical sign but leave in running the conduit to the proposed sign site;
 - Reducing Alternate No. 1 from \$25,000.00 to \$10,251.00, in the total decreased amount of \$14,749.00.
- Remove Alternate No. 3 courtyard stone paving and change the scope to reflect the base bid of stamped concrete;
 - Reducing Alternate No. 3 from \$28,000 to \$0.00, in the total decrease amount of \$28,000.00.
- Reduce the scope for Alternate No. 8 from eight (8) ceiling fans to four (4) ceiling fans and new placement of fixtures to reflect the deduction in quantity;
 - Reducing Alternate No. 8 from \$91,000.00 to \$49,100.00, in the total decreased amount of \$41,900.00.
- Remove Alternate No. 9 glass-mat faced gypsum sheathing with integral air barrier coating in lieu of sheathing with separately installed fluid-applied air barrier.
 - Reducing Alternate No. 9 from \$49,000.00 to \$0.00, in the total decreased amount of \$49,000.00.

Attachments

- Change Request

The original Contract Sum was	\$ 8,783,822.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 8,783,822.00
The Contract Sum will be decrease by this Change Order in the amount of	\$ 133,649.00
The new Contract Sum including this Change Order will be	\$ 8,650,173.00
The Contract Time will be unchanged by	Zero (0) days.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.
ARCHITECT

Pierce Goodwin Alexander & Linville, Inc

SIGNATURE

Reynaldo Herreros/ project manager

PRINTED NAME AND TITLE

08.14.2024

DATE

CONTRACTOR

DKC Construction Group

SIGNATURE

Robert Juarez
-Vp

PRINTED NAME AND TITLE

8.26.24

DATE

OWNER

City of Leander

SIGNATURE

Todd Parton, City Manager
PRINTED NAME AND TITLE

DATE

Change Request

To: City of Leander
201 N. Brushy Street
Leander, TX 78641

Number: 1
Date: 6/27/24
Job: 01-24025 Leander Senior Activity Center
Phone:

Description: Alt 1 Credit

We are pleased to offer the following specifications and pricing to make the following changes:

Credits for the following:

Alt 1 Requesting a new cost for this item to remove the physical sign but leave in running the conduit to the proposed sign site.

*Credit - (\$14,749.00)

- Materials: (\$11,707.20)
 - Signage: \$9,717
 - Concrete: \$800.20
 - Electrical Wire: \$1,190
- Labor: (\$2,397.86)
 - Signage: \$977.23
 - Concrete: \$670.49
 - Electrical Wire: \$740.14
- OHP & Fees: (\$643.94)

The total amount to provide this work is \$-14,749.00

(Please refer to attached sheet for details.)

If you have any question , please contact me at .

Submitted by: DKC Construction Group

Approved by: _____
Date: _____

Change Request 1 Price Breakdown
Continuation Sheet

Description: Alt 1 Credit

Description	Labor	Material	Equipment	Subcontract	Other	Price
Specialties				\$-14,105.06		\$-14,105.06
Subtotal:						\$-14,105.06
		Insurance		-\$14,105.06	1.50%	\$-211.58
		Overhead & Profit		-\$14,316.64	2.00%	\$-286.33
		Bonding		-\$14,602.97	1.00%	\$-146.03
Total:						\$-14,749.00

Change Request

To: City of Leander
201 N. Brushy Street
Leander, TX 78641

Number: 2
Date: 6/28/24
Job: 01-24025 Leander Senior Activity Center
Phone:

Description: Alt 8 Credit

We are pleased to offer the following specifications and pricing to make the following changes:

Alt 8 Requesting a new cost to reduce the number of fans to half and place them in between the current fans are located on the design. Deleting (4) Fans.

*Credit - (\$41,900.00)

- Materials: (\$28,450.16)
 - Mechanical: \$27,049.86
 - Electrical: \$1,400.30
- Labor: (\$11,620.49)
 - Mechanical: \$9,845.09
 - Electrical: \$1,775.40
- OHP & Fees: (\$1,829.35)

The total amount to provide this work is \$-41,900.00

(Please refer to attached sheet for details.)

If you have any questions, please contact me at .

Submitted by: DKC Construction Group

Approved by: _____
Date: _____

Change Request 2 Price Breakdown
Continuation Sheet

Description: Alt 8 Credit

Description	Labor	Material	Equipment	Subcontract	Other	Price
HVAC				\$-40,070.65		\$-40,070.65
Subtotal:						\$-40,070.65
		Insurance		-\$40,070.65	1.50%	\$-601.06
		Overhead & Profit		-\$40,671.71	2.00%	\$-813.44
		Bonding		-\$41,485.15	1.00%	\$-414.85
Total:						\$-41,900.00



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of dedication of public utility easement with Pedernales Electric Cooperative, Inc. (PEC) for Sandy Creek Water Treatment Plant Residuals Management project (CIP W.69); and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Capital Improvements Program (CIP) Project W.69, Sandy Creek Water Treatment Plant (SCWTP) Residuals Management Improvements and addition of redundant treatment module is currently in the construction phase, and is expected to be completed by July 2025. The new SCWTP sludge processing system and redundant treatment unit constructed with this project will correct production limitations of outdated and undersized lagoons, improving the overall service and reliability of the plant. The project requires establishing electrical service lines to the new added facilities and structures. Attached is a dedication of a public utility easement with PEC that allows PEC to install needed electrical facilities for the project.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the dedication of Public Utility Easement with Pedernales Electric Cooperative, Inc. (PEC) for Sandy Creek Water Treatment Plant Residuals Management (CIP W.69) project works; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Dedication of PUE 2024

DEDICATION OF PUBLIC UTILITY EASEMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

The City of Leander, Texas, the owner of the hereinafter described tract of land located within the City of Leander, Travis County, Texas, hereby dedicates such tract of land to the use of the public as a Public Utility Easement, subject to the continuing and future control and regulation of the use of such easement by the City of Leander, the following tract of land.

A Public Utility Easement twenty (20) feet in width, being ten (10) feet on each side of the centerline of the Facilities as built (or twenty (20) feet in total if Facilities are built less than ten (10) feet from a property line) (the "PUE Area") or as more particularly described in Exhibit A if attached hereto. Any Facilities (guys and anchors or pads, transformers or switches) if installed outside the PUE Area shall be considered part of the PUE Area. The PUE Area is located on that certain tract of land consisting of 28.14 acres of land, more or less, out of the Samuel Hayford Survey, Abstract No. 53, being a portion of Lot 57, Trails End, Lake Travis Subdivision in Travis County, Texas as described in a deed or other instrument of recorded in Book 4, Page 331, or Document No. 2012002184 in the Official Real Property Records of Travis County, Texas.

The City of Leander, Texas hereby assigns, an exclusive, perpetual Public Utility Easement for the purpose of placing, construction, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for: water and/or wastewater mains, lines and pipes; the supplying of water, sanitary sewer, drainage and conveyance of storm water run-off; the City's drainage system; an underground electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances and other facilities useful or necessary for the transmission and distribution of electric utility service; and/or other such related utility services (the "Facilities") in, under and across the Property more fully described in Exhibit "A" attached hereto.

This Public Utility Easement is subject to the following covenants:

1. The City of Leander reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent the use of the Property as provided herein. Specifically, and without limiting the generality of the foregoing, City of Leander has the right to place, construct, operate, repair, replace and maintain roadways, trails, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent the use of the Property as provided herein. But City of Leader may not construct any buildings or similar improvements on the Property.
2. The use of the PUE includes the placement, construction, operation, repair, maintenance, rebuilding, replacement, relocation, and removal of structures and improvements reasonably necessary and useful for an underground electric distribution line consisting of variable number of wires and all necessary or desirable appurtenances and other facilities useful or necessary for the transmission of electric utility service; provided that electric distribution lines shall be located underground. In addition, the use of the PUE by PEC includes:
 - a) the right to inspect, patrol, relocate, remove, and maintain the Facilities within the PUE, provided that electric distribution lines shall be located underground; and
 - b) the right to trim trees and vegetation, or parts thereof, or other obstructions which endanger or may interfere with the efficiency of any above-ground electric facilities that are located ten feet (10') in front of the equipment door and within five feet (5') of each side of said above-ground facilities with prior notice to the City but to the extent to address an emergency

situation that threatens the public safety requiring prompt action no prior notice by the utility shall be required.

3. This Public Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
4. The repair of any damage caused by the placement and installment of the Facilities within the Property, the City of Leander's adjacent property, and any improvements located therein or thereon shall be finalized within thirty (30) days of completion of any construction, maintenance, repairs or other subsequent work within or upon the property so as to restore the Property and City of Leander's adjacent property to substantially the same condition as existed prior to commencement of such construction, maintenance, repairs or other work.

The covenants and terms of this Public Utility Easement are covenants running with the land and enforcement of this Public Utility Easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions of this Public Utility Easement, either to restrain the violation or to recover damages. Invalidation of any of the restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of the easements herein, which shall remain in full force and effect.

When the context requires, singular nouns and pronouns include the plural.

Executed the _____ day of _____, 20____ and filed of record by the County Clerk in the Official Records of Travis County.

City of Leander, Texas

Todd Parton, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Todd Parton, City Manager for the City of Leander, Texas and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

(Seal)

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Leander
Attn: City Secretary
P.O. Box 319
Leander, Texas 78646-0319



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case SFP-22-0002 Leander Business Center; more particularly described by Williamson Central Appraisal District Parcel R031713, generally located south of Mockingbird Hill, approximately 500 feet east of North Bagdad Road, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Leander Business Center 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 (1) 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:

02/10/2023 – Short Form Final Plat Application Expired, Staff Extension Granted
08/16/2023 – Short Form Final Plat Application Expired, Staff Extension Granted
02/16/2024 – Short Form Final Plat Application Staff Extension Expired
08/16/2024 – Short Form Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

Carlson, Brigance, Doering, Inc. (Geoff Guerrero) on behalf of Leander Flex Interests, LLC. (Nick Greene)

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 February 16, 2025 and will allow the developer to finalize the plat requirements and submit the plat for approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. SFP-22-0002 Att 1 Leander Business Center - Extension Request
2. SFP-22-0002 Att 2 Leander Business Center - Location Map
3. SFP-22-0002 Att 3 Leander Business Center - Ordinance



Carlson, Brigrance & Doering, Inc.
Civil Engineering ♦ Surveying

August 15, 2024

City of Leander
Planning Department
Attn: Mrs. Robin Griffin, Executive Director of Development Services
201 N. Brushy Street
Leander, Texas 78641

RE: Leander Business Center
CBD Job # 5534 / City of Leander File # SFP-22-0002

Request for Extension of Plat Deadline

Dear Mrs. Griffin,

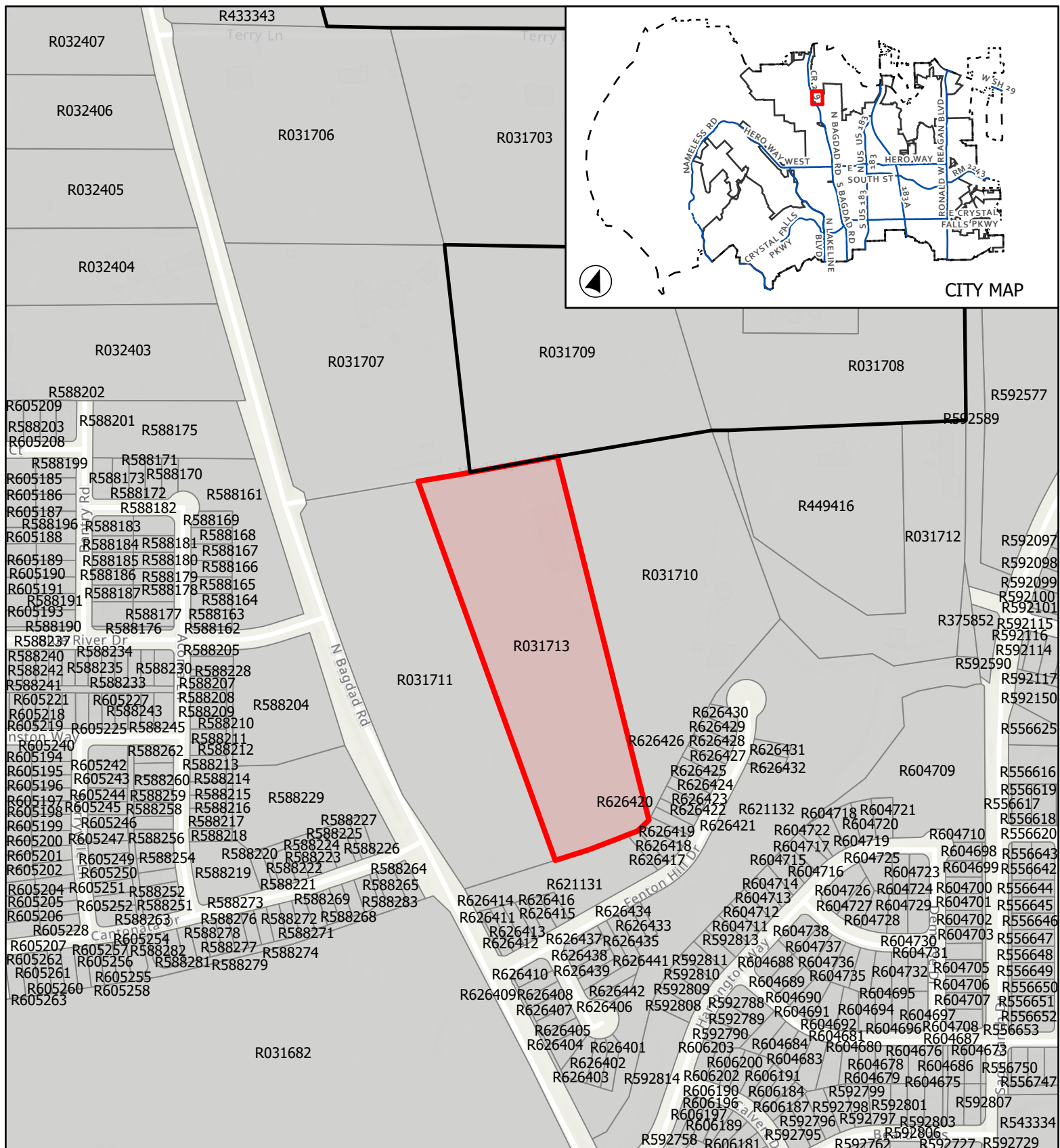
On behalf of our client, Carlson, Brigrance & Doering, Inc. respectfully requests a six month extension to the final plat review process in accordance with Section 24 of the City of Leander's Subdivision Ordinance.

This plat had received clearance of all staff-related comments except for an issue that arose during one of the final reviews related to services along Mockingbird Hill and the public/private roadway status of said road. Fiscal posting based on the filing of a PICP application (PICP-24-0139) is now needed to be posted in order for the plat to be approved. First round comments are expected to be released on the PICP application as of 08/23/2024. Once the PICP comments on the public improvements have been cleared then we will submit a bond certification to Leander Engineering for review/approval prior to ordering the performance/payment bonds needed for plat approval.

Thank you for your time and review of this project. Please let me know if you need any additional information in order to process this request.

Respectfully,
Carlson, Brigrance & Doering, Inc.

Geoff Guerrero
Senior Planner



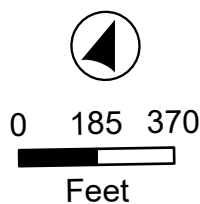
CASE: SFP-22-0002

ATTACHMENT 2

**MOCKINGBIRD HILL RETAIL CENTER
AKA LEANDER BUSINESS CENTER**

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

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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

WHEREAS, Section 24 (g) (1) of the City’s Subdivision Ordinance provides that the short form 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 short form final plat are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

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

WHEREAS, the Planning Department granted one six (6) month extension for the short form final plat application (the “Short Form Final Plat Application”) which expired on or about February 16, 2024;

WHEREAS, the City Council granted one six (6) month extension for the short form final plat application (the “Short Form Final Plat Application”) which expired on or about August 16, 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 Short Form Final Plat Application because the applicant is actively working to address the short form final plat comments and move forward with short form final plat within a reasonable timeframe;

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Short Form Final Plat Application to February 16, 2025. In the event that the Short Form Final Plat Application is not approved by the Planning and Zoning Commission on or before to February 16, 2025, the Short Form Final Plat Application shall expire.

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

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

PASSED AND APPROVED on First Reading this the **5th** day of **September, 2024**.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of Development Agreement Case DA-24-0012 regarding the K & D Self Storage development on one (1) parcel of land approximately 2.26 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R035153; generally located at 805 S. Bagdad Road., Leander, Williamson County, Texas.

BACKGROUND:

The project is proposing a full-service self-storage facility. The developer is executing a one hundred (100%) percent masonry development agreement in order to place the storage facility closer than 400 feet from an arterial ROW (Bagdad Road) and comply with the Type A architectural component.

HISTORY/TIMELINE:

APPLICANT/AGENT:

BGE, Inc (David Greer) on behalf of MCP 013, LP (VK Gupta)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. DA-23-0012 Att 1 K&D Self Storage - 100% Masonry Agreement
2. DA-23-0012 Att 2 Location Map

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE K&D SELF STORAGE**

This Development Agreement Establishing Development Standards for the **K&D Self Storage Project** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **MCP 013 LP, a Texas limited partnership** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 2.26 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for self storage (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

- (a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

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

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

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

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to

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

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

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

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

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except

as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

MCP 013, LP
Attn: Amish Gupta
5151 Belt Line Rd #725
Dallas, Texas 75254
Dallas County

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

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

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

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

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

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

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

Section 18. Recordation. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

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

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i)

boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____
Name: Dara Crabtree
Title: City Secretary

By: _____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:

MCP 013 LP, a Texas limited partnership

By: **AAA INVESTMENTS, LLC**

By: _____

Name: Amish Gupta

Title: Manager

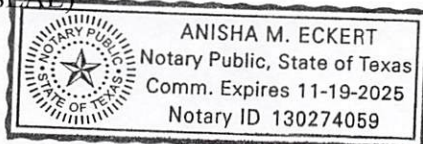
THE STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 27th day of June, 2022, by

Amish Gupta, Manager of AAA Investments LLC, a Texas Limited Liability company, the general partner of MCP 013 LP, a Limited partnership company on behalf of said company/limited partnership.

(SEAL)

Notary Public, State of Texas





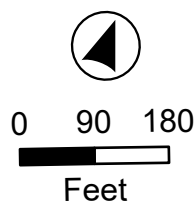
CASE: DA-23-0012

ATTACHMENT 2

K&D SELF STORAGE
MASONRY AGREEMENT

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



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of Ordinance Case OR-24-0021 amending Section A4.003 of Appendix A of the Leander Code of Ordinances to revise Peddler, Solicitor, or Food Vendor Permit fees, providing for severability clause, providing for savings, effective date and open meetings clauses, and to provide for related matters; Williamson and Travis Counties, Texas.

BACKGROUND:

The City evaluates fees associated with development to make sure that the fee schedule is in line with surrounding communities. Over time, City fees have been updated, and new fees added based on new types of applications. This update includes adjustments to the Development Services Fees to include modifying the Peddler, Solicitor, or Food Vendor Permit fees. Currently, City staff uses TXDPS for background checks. These checks are limited to the state of Texas. City staff have noticed an increase in peddlers, solicitors, and vendors from out of state. This proposal includes adjustments to help cover the cost of a background check throughout the United States. In addition, this updated fee replaces a staggered fee with a flat fee for a permit that is valid for up to ninety (90) days in order to streamline and simplify the permitting process. These revisions are consistent with the adjacent municipalities. This fee was last updated in 2003.

PROPOSED

Sec. A4.003. - Peddler, solicitor or food vendor permit.

Before any permit may be issued under the provisions of article 4.05 of the Code of Ordinances, the applicant for a peddler permit for door-to-door peddling or solicitation, a mobile food establishment, a temporary food establishment or a seasonal food establishment shall pay a registration fee. This registration fee is a fixed permit fee in the amount of \$50.00 per ninety (90) calendar days, which shall be collected from any peddler, solicitor, or vendor at the time of application. Such fee shall be nonrefundable, irrespective of whether a permit is issued. In no event shall there be any refund or proration of any fee paid under this section.

CURRENT

Sec. A4.003. - Peddler, solicitor or food vendor permit.

Before any permit shall be issued under the provisions of article 4.05 of the Code of Ordinances, the applicant for a peddler permit for door-to-door peddling or solicitation, a mobile food establishment, a temporary food establishment or a seasonal food establishment shall pay a fee pursuant to this section, based upon the time period he or she desires to engage in business in the city, of a \$10.00 base fee for each individual listed on the permit for the cost of the identification card (unless one is already in the possession of the permittee) plus the following:

- 1) Per day: \$6.00.
- 2) Per week: \$12.00.
- 3) Per month: \$30.00.
- 4) Per three months: \$60.00.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander Development Services Department

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. OR-24-0021 Att 1 Ordinance Fee Schedule

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 24-073-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTION OF A4.003 OF APPENDIX A, LEANDER CODE OF ORDINANCES TO REVISE PEDDLER, SOLICITOR, OR FOOD VENDOR PERMIT FEES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the City Council of the City of Leander, Texas (the “City”), a home rule-city, has the authority to set fees reasonable and necessary for the operation of the City;

Whereas, the City Council finds that the fees set forth in this ordinance are reasonable and necessary to defray costs of provision, administration, and management of City services;

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

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

Section 2. Amendment to the Peddler, Solicitor, or Food Vendor Permit Fees. Section A4.003 is hereby amended as follows:

Sec. A4.003. - Peddler, solicitor or food vendor permit.

Before any permit may be issued under the provisions of [article 4.05](#) of the Code of Ordinances, the applicant for a peddler permit for door-to-door peddling or solicitation, a mobile food establishment, a temporary food establishment or a seasonal food establishment shall pay a registration fee. This registration fee is a fixed permit fee in the amount of \$50.00 per ninety (90) calendar days, which shall be collected from any peddler, solicitor, or vendor at the time of application. Such fee shall be nonrefundable, irrespective of whether a permit is issued. In no event shall there be any refund or proration of any fee paid under this section.

Section 3. Conflicting Ordinances. Article 3.000, Appendix A, 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 fees 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 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 **5th** day of **September 2004**.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of Ordinance Case OR-24-0022 authorizing the City Manager to execute License Agreements, providing approval criteria; approving the form of license agreement; making findings of fact; providing for severability clause, effective date, and open meetings clauses; and providing for related matters; Williamson and Travis Counties, Texas.

BACKGROUND:

License Agreements allow for the placement of private improvements within public rights-of-way (ROW). These agreements provide criteria for the use of the ROW and possible removal of the improvements if conditions change. Currently, the City Council approves these agreements as part of the consent agenda. Changing the process to allow the City Manager to execute these documents will aid in the streamlining of the administrative process and improve efficiency of City operations.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander Development Services Department

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. OR-24-0022 Ordinance Allowing CM to Execute LA
2. Exhibit A License Agreement

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE LICENSING AGREEMENTS; PROVIDING APPROVAL CRITERIA; APPROVING THE FORM OF LICENSE AGREEMENT; MAKING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THE EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.

WHEREAS, the City of Leander, Texas (“the City”) is a home-rule city with a Council-Manager form of government, where the City Manager serves as the chief executive and administrative officer of the City; and

WHEREAS, the City aims to streamline administrative processes and improve the efficiency of city operations; and

WHEREAS, the City Council finds that delegating certain administrative functions to the City Manager can expedite the development process and allow for more efficient use of city resources; and

WHEREAS, the City Council desires to grant the City Manager the authority to approve and execute license agreements, subject to defined conditions and reporting requirements, to ensure that city policies and legal standards are maintained; and

WHEREAS, the City Council finds that authorizing the City Manager to approve and execute license agreements as provided herein will enhance operational efficiency; and

WHEREAS, it is in the best interest of the City to implement this ordinance to support the effective administrative functions.

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

SECTION 1. Findings of Fact. The findings and recitations set out in the preamble of this Ordinance are found to be true and correct and that they are hereby adopted by the City Council and made a part hereof for all purposes.

SECITON 2. Authority Delegation. The City Manager is hereby authorized and empowered to execute all License Agreements on behalf of the City of Leander, Texas, in the form substantially similar to that set forth in Exhibit A attached hereto and incorporated herein for all purposes that are approved by the Planning Director or designee and the City Attorney or designee, that address installation, placement, and maintenance of the following:

- a. Irrigation and landscaping authorized to be located in the public right-of-way under the City's development processes and regulations; and
- b. Signage authorized to be located in in the public right-of-way pursuant to City regulations; and
- c. Private improvements authorized to be located within the public right-of-way during the City's development processes; and
- d. Encroachments into public utility easements.

SECITON 3. Approval Criteria. The City Manager's authority to approve License Agreements shall be subject to the following conditions:

- a. The License Agreement complies with all applicable city policies, regulations, and legal requirements; and
- b. The License Agreement has been reviewed for compliance and legality; and
- c. The License Agreement preserves the City's rights for future use and do not negatively impact public utilities or safety.

SECTION 4. Unique Requests and Discretion. The City Manager retains the discretion to refer unique or complex requests for a License Agreement, which may be more appropriate for City Council review, to the City Council. Such requests may include, but are not limited to, those involving significant impacts on public infrastructure or unique legal or policy considerations.

SECTION 5. Severability. If any provision of this ordinance is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of the remaining provisions.

SECTION 6. 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 7. Open Meetings. It is hereby officially found and determined that the meetings 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*.

PASSED AND APPROVED on this the 5 day of September 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

**LICENSE AGREEMENT
FOR THE [Click or tap here to enter text.](#)**

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis Counties, Texas ("the City"), and [Click or tap here to enter text.](#), a [Click or tap here to enter text.](#) (the "Licensee"), enter into this License Agreement for the [Click or tap here to enter text.](#) Subdivision ("Agreement") on this the ____ day of _____, 20__, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the property, located within the right-of-way of [Click or tap here to enter text.](#) in the [Click or tap here to enter text.](#), Leander, Texas (the "Subdivision"), shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "licensed property"), for the following purposes only:

- (1) the installation and maintenance of a sign identifying the [Click or tap here to enter text.](#) Subdivision and providing related information, located not less than ten (10') feet from the edge of the pavement (the "Sign");
- (2) the installation of landscaping;
- (3) the installation of an irrigation system for the landscaping; and
- (4) the repair, maintenance and replacement of the Sign, landscaping and irrigation system, within right-of-way of _____ shown on Exhibit "A" hereto. The [Click or tap here to enter text.](#) are sometimes collectively referred to herein as the "improvements".

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City's right to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

EXHIBIT "A"

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the licensed property.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

- A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.
- B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.
- C. Removal or Modification. Licensee agrees that removal or modification of any of the

EXHIBIT "A"

improvements now existing or to be later placed on the licensed property shall be a Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's sole discretion.

- D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address

Click or tap here to enter text.
Attn: Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

City Address

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

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION.

- A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.
- B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

EXHIBIT "A"

1. The improvements, or a portion of them, interfere with the City's right-of-way;
2. Use of the licensed property becomes necessary for a public purpose;
3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this

EXHIBIT "A"

Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 20__.

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: City Manager

LICENSEE: [Click or tap here to enter text.](#)

By: _____
Name: [Click or tap here to enter text.](#)
Title: [Click or tap here to enter text.](#)

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, City Manager for the City of Leander, Texas, on behalf of the City.

Notary Public – State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, _____ of the _____, on behalf of said entity.

Notary Public – State of Texas

AFTER RECORDING RETURN TO:

City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319

EXHIBIT “A”

Click or tap here to enter text.



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of the Planning and Zoning Commission Progress Report for September 2023 to August 2024.

BACKGROUND:

The Planning and Zoning Commission Progress Report is required to be submitted to the City Council on an annual basis. The purpose in this report is to provide an update to the Council regarding the activities conducted by the Planning and Zoning Commission.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander Planning and Zoning Commission

RECOMMENDATION:

Approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. P&Z Commission Progress Report 2023-2024
2. P&Z Commission Progress Report 2022-2023



PLANNING & ZONING COMMISSION ANNUAL PROGRESS REPORT

SEPTEMBER 2023 – AUGUST 2024

GENERAL INFORMATION

The Planning and Zoning Commission is assigned the duties and powers by Section 1.04.038 of the Leander City Code to “*Submit each September a progress report to the City Council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of commission officers.*”

SPECIAL MEETINGS / TRAINING

11/09/2023	Discussion regarding updates to the Comprehensive Plan and Future Land Use Map.
02/08/2024	Discussion regarding the Comprehensive Plan Implementation
02/22/2024	Schedule and Old Town Master Plan Implementation, and consider action
03/14/2024	on recommendations from the Planning & Zoning Commission for the FY 2024/2025 City Budget and CIP Plan.
03/14/2024	Receive a presentation regarding updates to the Park Land Dedication, Park Improvement, and Park Land Fee-in-Lieu regulations and requirements

ORDINANCE AMENDMENTS

- Composite Zoning Ordinance
 1. Updated definitions, added uses and created criteria for Vape Shops, Smoke Shops and Cosmetic Services.
 2. Created an Entertainment Overlay and established regulations for Farmers’ Market.
- Subdivision Ordinance
 1. Updates to the approval process for subdivision, and to provide for related matters.
- Comprehensive Plan Updates
 1. Reduce residential zoning permitted in Urban Mixed-Use, Activity Centers and Employment Centers.

2. Update the Comprehensive Plan and Future Land Use Map to address changes to the Transportation Master Plan.
 3. Provide clarity on some land use categories.
- Sign Ordinance Updates
 1. Overhaul the standards.
 2. Address changes in response to new sign types, materials, and technology.

RECEIVED ACTIVITY - SEPTMEBER 2022 THROUGH AUGUST 2023

The Planning and Zoning Commission reviewed the following:

Concept Plans: 7	Preliminary Plats: 10
Concept Plans & Preliminary Plat: 2	Short Form Plats: 5
Final Plats: 25	Special Use Permits: 2
TOD Zoning Cases: 5	Zoning Cases: 18
Variances: 1	Comprehensive Plan Amendments: 5
Ordinance Amendments: 6	Tree Removal: 3

CASES WHERE CITY COUNCIL ACTION DIFFERED FROM P&Z

1. ZONING CASE: Z-23-0073 MICHELLE TRACT PUD AMENDMENT

- **Location** – northwest of the intersection of W Metro Dr and US 183, to the east of the eastern terminus of South Brook Dr, Leander
- **Request** – to amend the Michelle Tract PUD with a base district of GC-3-A (General Commercial)
- **P&Z Action 09/14/2023** – motion to approve with conditions failed twice.
- **City Council Action 10/10/2023:** Approval with amendments.
A vote was cast 6 for and 0 against.

2. ZONING CASE: Z-24-0106 HERO WAY & MAIN STRET OFFICE PUD AMENDMENT

- **Location** – Lots 1 & 2, Block A of the Hero Way Medical Addition Subdivision
- **Request** – to amend the Hero Way & Main Stret Office PUD with the base zoning districts of LC-2-A (Local Commercial) and GC-2-A (General Commercial)
- **P&Z Action 03/14/2024** – Denial
A vote was cast 7 for and 0 against.

- **City Council Action 04/04/2024:** Approval with the amendments proposed by the applicant.
A vote was cast 7 for and 0 against.

3. ZONING CASE: Z-24-0113 HISTORIC BRYSON FARMSTEAD PUD

- **Location** – northeast of the intersection of 183A Toll Road and East San Gabriel Parkway
- **Request** – adopt the Historic Bryson Farmstead with the base zoning of LC-2-A (Local Commercial)
- **P&Z Action 05/09/2024** – motion to approve failed. Second motion failed due to lack of a second.
- **City Council Action 05/16/2024:** No action was taken.

4. ZONING CASE: OR-24-0017 PARKLAND DEDICATION

- **Request** – adopt updates to the Park Land Dedication, Park Improvement, and Park Land Fee-in-Lieu regulations and requirements, and to provide for related matters
- **P&Z Action 03/28/2024** – Approval.
A vote was cast 7 for and 0 against.
- **City Council Action 04/18/2024:** No action was taken. The application was withdrawn by the applicant.

PROPOSED WORK PROGRAM

The proposed work program for 2024-2025 includes implementing the Comprehensive Plan through updates to the ordinances and participating in the five-year update, if approved with FY25 budget. The Commission will oversee the annual update the zoning, subdivision, and sign ordinances to address issues identified by staff, applicants, and citizens during the normal course of applying the ordinances.

The Commission will also continue to hold joint work sessions with City Council at least twice annually. The Commission will have the opportunity to attend the APA conference this year.

ATTENDANCE RECORD

The Planning & Zoning Commission held a total of 20 regular meetings between September 2023 and July 2024. Only one new Commissioner has been appointed during this time period.

- November of 2023, Commissioner Calame filled in the vacancy for Place 7.

Below, please find the attendance record.

Name/Position	Number of Absences	Absence Percentage
September 2023 – July 2024 - 20 Total Meetings		
Donnie Mahan, Place 1: (current term began Oct. 2019 – expires Oct. 2025)	2	10%
John Cosgrove, Place 2: (current term began Oct. 2016 – expires Oct. 2024)	3	15%
Ron May, Place 3: (current term began Oct. 2019 – expires Oct. 2025)	3	15%
Deirdre Moss, Place 4 (current term began Oct. 2021 – expires Oct. 2024)	3	15%
James Oliver, Place 5 (current term began Nov. 2022 – expires Oct. 2025)	2	10%
Laura Lantrip, Place 6 (current term began Oct. 2021 – expires Oct. 2024)	1	5%
Scott Calame, Place 7 (current term began Nov. 2023 – expires Oct. 2024)	1	5%



PLANNING & ZONING COMMISSION ANNUAL PROGRESS REPORT

SEPTEMBER 2022 – AUGUST 2023

GENERAL INFORMATION

The Planning and Zoning Commission is assigned the duties and powers by Section 1.04.038 of the Leander City Code to “*Submit each September a progress report to the City Council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of commission officers.*”

SPECIAL MEETINGS / TRAINING

Special Meetings / Training

11/17/2022	Joint Workshop with City Council regarding water concerns and the pending water resolution.
12/08/2022	Discussion regarding the 2021 Comprehensive Plan
01/26/2023	Water Presentation – Dan Grimsbo, Executive Director of Infrastructure
02/09/2023	Comprehensive Plan Implementation Schedule Discussion
02/23/2023	Parkland Dedication Ordinance Amendment Discussion
04/27/2023	Capital Improvement Program (CIP) Presentation – Tony Bettis, CIP Manager
05/25/2023	Development Process Presentation – Development Services Team

CIAC (Capital Improvements Advisory Committee) Meeting

05/25/2023	Water / Wastewater Impact Fee Study Discussion
------------	--

ORDINANCE AMENDMENTS

- Composite Zoning Ordinance
 1. Updated references to the Austing Transportation Criteria Manual.
- Subdivision Ordinance
 1. Updated references to the Austing Transportation Criteria Manual.
 2. Updated requirements regarding Water Utility Improvements.
 3. Updated requirements regarding Wastewater Utility Improvements.
- Old Town Master Plan Adoption

RECEIVED ACTIVITY - SEPTMEBER 2022 THROUGH AUGUST 2023

The Planning and Zoning Commission reviewed the following:

Concept Plans: 10	Preliminary Plats: 16
Final Plats: 28	Short Form Plats: 7
Variances: 5	Special Use Permits: 1
TOD Zoning Cases:	Zoning Cases: 21
Ordinance Amendments: 2	Comprehensive Plan Amendments: 2
Plat Vacates:	Tree Removal: 7

CASES WHERE CITY COUNCIL ACTION DIFFERED FROM P&Z
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1. ZONING CASE: 22-Z-012 500 HERITAGE GROVE PUD

- **Location** –500 Heritage Grove Road, Leander, Williamson County, Texas.
- **Request** – to adopt the 500 Heritage Grove Road PUD with the base zoning district of HC-4-D (Heavy Commercial).
- **P&Z Action** – Approval with the following conditions:
 1. Provide more information about the proposal. The current PUD is too vague.
 2. Reduced permitted outdoor storage.
 3. Include height limits
 4. Provide a transition/buffer between the development and the residential area.

The applicant confirmed that they were not interested in providing more detail. There was no second and the motion failed.
- **P&Z Action** – Denial
A vote was cast 5 for and 1 against
- **City Council Action:** Approval with the amendments proposed by the applicant.
A vote was cast 7 for and 0 against.

2. ZONING CASE: Z-23-0018 WINDING OAK PUD

- **Location** – 100 Winding Oak Drive
- **Request** – to adopt the Winding Oak PUD with the base zoning district of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial)
- **P&Z Action** – Denial
A vote was cast 7 for and 0 against.
- **City Council Action:** Approval of only the commercial portion of the proposal.
A vote was cast 7 for and 0 against.

3. ZONING CASE: Z-22-0033 LEANDER CAMPUS PUD

- **Location** – 4,000 feet to the west of the intersection of Hero Way and Ronald W Reagan Blvd on the south side of Hero Way.
- **Request** – to adopt the Leander Campus PUD with the base zoning district of MF-2-A (Multi-Family) and GC-2-A (General Commercial)
- **P&Z Action** – The motion for approval failed, no action was taken.
A vote was cast 7 for and 0 against.
- **City Council Action:** No action was taken. The applicant was directed to apply the Council feedback to the requested zoning.

PROPOSED WORK PROGRAM

The proposed work program for 2023-2024 includes implementing the Comprehensive Plan through updates to the ordinances. The Commission will oversee the annual update the zoning, subdivision, and sign ordinances to address issues identified by staff, applicants, and citizens during the normal course of applying the ordinances.

The Commission will also continue to hold joint work sessions with City Council at least twice annually. The Commission will have the opportunity to attend the virtual APA conference this year.

ATTENDANCE RECORD

The Planning & Zoning Commission held a total of 22 regular meetings and 3 workshops between September 2022 and August 2023. This past year we have had several changes to the Commission.

- November of 2022 Commissioner Hampton, Jr. term ended and was replaced by Commissioner Oliver. His term included 22 total meetings.
- June of 2023 Commissioner Carpenter resigned and has not been replaced.

Below, please find the attendance record.

Name/Position	Number of Absences	Absence Percentage
September 2022 – August 2023 - 25 Total Meetings		
Donnie Mahan, Place 1: (current term began Oct. 2019 - expires Oct. 2025)	5	20%
John Cosgrove, Place 2: (current term began Oct. 2016 - expires Oct. 2024)	6	24%
Ron May, Place 3: (current term began Oct. 2019 - expires Oct. 2025)	0	0%
Deirdre Moss, Place 4: (current term began Oct. 2021 - expires Oct. 2024)	5	20%
Laura Lantrip, Place 6: (current term began Oct. 2021 - expires Oct. 2024)	2	8%
September 2022 to June 2023 – 23 Total Meetings		
Richard Carpenter, Place 4: (current term began Nov. 2021 - expires Oct. 2024)	2	8%
September 2022 to November 2022 – 5 Total Meetings		
Gary Hampton Jr. Place 5 (current term began June 2020 – expires Oct. 2022)	1	5%
November 2022 to August 2023 – 20 Total Meetings		
James Oliver, Place 5 (current term began Nov. 2022 – expires Oct. 2025)	2	10%



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of a Resolution adopting the Hazard Mitigation Action Plan 2024.

BACKGROUND:

The City of Leander has a Hazard Mitigation Action Plan that should be renewed every five (5) years. The last plan was approved in 2017 and was set to expire in 2022. We are operating under an extension until the approval of this updated plan.

Updates from the previous plan include:

- Risk and vulnerability assessment,
- Capability assessment, and
- Mitigation Strategy.

HISTORY/TIMELINE:

Last plan updated 2017.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Aubury Holmes, Emergency Management Coordinator

Fiscal Impact

Attachments:

1. 2024 HMP Resolution
2. FEMA Approval Letter HMAP 2024

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. xx-xxxx-xx

A RESOLUTION OF THE CITY OF LEANDER, TEXAS ADOPTING THE HAZARD MITIGATION PLAN 2024.

WHEREAS, the City of Leander recognizes the threat that natural hazards pose to people and property within City of Leander; and

WHEREAS, the City of Leander has prepared a multi-hazard mitigation plan, hereby known as HAZARD MITIAGTION PLAN 2024 in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, HAZARD MITIAGTION PLAN 2024 identifies mitigation goals and action to reduce or eliminate long-term risk to people and property in City of Leander from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City of Leander demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the HAZARD MITIAGTION PLAN 2024.

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

SECTION 1. The City Council adopts the Hazard Mitigation Plan 2024 as approved in its entirety.

SECTION 2. The City of Leander will purse available funding opportunities for implementation of the proposal designated therein, and will upon receipt of such resources, seek to implement the action contained in the mitigation strategies.

SECTION 3. The City of Leander vests with the Emergency Management Coordinator the responsibility, authority, and means to inform all parties of this action; assure the plan Update will be reviewed annually; and that any needed adjustments will adjust and if needed presented to the City Council for consideration.

SECTION 4. The City of Leander agrees to take such other action as may be reasonably necessary to carry out the objectives of the Plan Update and report on progress as required by FEMA and the Texas Division of emergency Management (TDEM).

PASSED, AND APPROVED this the 5th day of September 2024.

CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary



FEMA

July 24, 2024

Jennifer Charlton-Faia, Deputy State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Leander, Texas Multi-Jurisdiction Hazard Mitigation Plan

Dear Jennifer Charlton-Faia:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 898-5323.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Wanhanen".

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosures: Participants

cc: Anne Lehnick

Participants

Attached is the list of participating local governments included in the July 24, 2024 review of the referenced Hazard Mitigation plan.

Community Name
1) Leander city
2) Leander Independent School District

Adoption Submittal (Final)

Following the issuance this of Approvable Pending Adoption letter, all participants are provided one year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

The State must submit the plan files via:

Risk Management Directorate (RMD) SharePoint:

<https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx>

Note: You will be requested to register if you have not already done so.

All plans containing Protected Critical Infrastructure Information (PCII) must be submitted as an encrypted document with the password being sent separately in an email to ensure secure file submissions.

1. Final draft of the plan in MS Word or pdf format containing:
 - a. The final plan formatted as a single document.
 - b. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc....) Note: Adoption resolutions can be separate files. Additional adoptions are not required to provide a copy of the plan.
 - c. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.
2. Send an email addressed to r6-mtd-planning@fema.dhs.gov as notification that the electronic file has been submitted. Please **DO NOT** send plans to the email inbox as it has very strict size limitations which will lock the inbox and not allow additional emails to be received. The email must include the following information:
 - a. Include the follow when applicable: (Note: A submittal letter is no longer required.)
 - i. Subject line [Approval Review for Name of Plan, State]
 - ii. FEMA funding source, grant or disaster number, and project number (when applic
 - iii. list of adopting jurisdictions
 - iv. Plan File name (file name must include date submitted)
3. Submittals which do not conform to the above requirements will be returned to the State for resubmission



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of the purchase of two (2) 2023 Ford trucks from Sewell Ford of Odessa in the total amount of \$100,450.00, utilizing Contract L00321 with Sewell Family of Companies for the purchase of fleet vehicles; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Parks and Recreation department has one (1) crew truck that has met or exceeded its asset life {ten (10) years for crew vehicles} and is recommended to be replaced in the FY24 budget. Replacement vehicles are budgeted from the City's Vehicle Reserve Fund. Each year, departments are assessed an internal service fund charge based on the future replacement cost of their respective fleet vehicles.

The Parks and Recreation department has one (1) crew truck that has been deemed a total loss by TML insurance and is recommended to be replaced in the FY24 budget.

The two (2) trucks being replaced include:

Department	Unit ID	Model Year	Make	Model
Parks & Recreation	P8	2014	Ford	F250 Super Duty
Parks & Recreation	P11	2017	Chevrolet	Silverado

HISTORY/TIMELINE:

01/04/2024 - City entered into a six (6)- year term contract with Cameron Country Chrysler Dodge Jeep Ram and Sewell Family of Companies for fleet vehicles.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of the purchase of two (2) 2023 Ford trucks from Sewell Ford of Odessa.

PRESENTER:

Greg Olmer, Assistant Director of Parks and Recreation

Fiscal Impact

Amount requested:

\$100,450.00

<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Vehicle Reserve Fund (14-23-7000)

Attachments:

1. Contract L00321- Sewell
2. Sewell Truck Quotes 2024

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
THE SEWELL FAMILY OF COMPANIES DBA SEWELL FORD INC ("Contractor")
FOR
FLEET VEHICLES
RFP S24-003 / L00321**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between The Sewell Family of Companies dba Sewell Ford, Inc. having offices at 4400 Parks Legado Rd., Odessa, TX 79765 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, RFP S23-003 including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 The Sewell Family of Companies dba Sewell Ford, Inc. Offer, dated November 28, 2023, as incorporated herein as Exhibit B.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet
- 1.2.2 The City's Solicitation as referenced in Section 1.1.3, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications.

1.3 Term of Contract: The Contract will be in effect for a term of six years. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

1.4 Compensation: This Contract is for an amount of \$507,000.00 in Fiscal Year 2024. Future fiscal year commitments will be dependent upon departmental budgets as approved by the Council and Contractor's pricing and availability for fleet vehicles.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**THE SEWELL FAMILY OF COMPANIES DBA
SEWELL FORD INC.**

Abel Cantu

Printed Name of Authorized Person

Abel Cantu

Signature

Fleet Manager

Title:

12/19/23

Date:

CITY OF LEANDER

Isaac D. Turner

Printed Name of Authorized Person

Isaac D. Turner

Signature

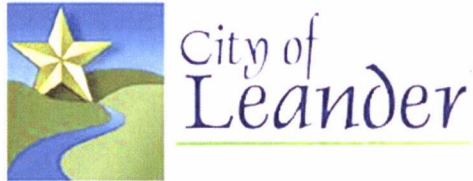
Interim
City Manager

Title:

January 4, 2024

Date:

EXHIBIT A – City's Solicitation
EXHIBIT B – Contractor's Offer



**ADDENDUM
CITY OF LEANDER, TEXAS**

Solicitation: RFP S24-003

Addendum No: 1

Date of Addendum: November 9, 2023

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

- A. Part I, Item 3 Schedule of Events has been amended to reflect that the City anticipates responding to questions on 11/9/23 by 5:00 PM CST.
- B. The solicitation number has been updated to reflect the correct fiscal year- 2024 (S24-003).

II. Questions:

Q1. Are the terms and conditions negotiable?

A1. Yes.

Q2. Is Chevrolet the only make you're interested in?

A2. No, the City is open to various brands of fleet vehicles as long as the specifications can be closely met.

Q3. How do we attend the bid opening?

A3. If you are interested, please attend via Microsoft Teams or in person at 105 N. Brushy St.- West Conference Room, Leander, TX 78641. You will need to manually copy the entire link below for MS Teams meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzhkYWJhNmMtY2Y0Yy00ZDMxLWI1MDItYWQ2NWFiZjRhN2Y0%40thread.v2/0?context=%7b%22Tid%22%3a%228334aaf3-4a3e-4dd5-863a-41f4c29d0728%22%2c%22Oid%22%3a%22f10b070e-0944-446a-b080-2f632e597978%22%7d

Meeting ID: 254 097 879 699

Passcode: azZRpx

III. Extension: Due to the holidays the proposal due date is hereby extended until November 30, 2023, at 3:00 PM CST.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Purchasing Manager
Purchasing Office

11/9/23



City of Leander

**City of Leander, Texas
Purchasing & General Services**

105 N Brushy St,
Leander, Texas 78641
www.leandertx.gov

REQUEST FOR PROPOSAL (RFP)

FLEET VEHICLES

SOLICITATION NUMBER S24-003

OCTOBER 2023

**FLEET VEHICLES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Leander, herein after “the City” seeks proposals from firms experienced in providing new Ford, Chevrolet, Dodge and/or other reputable brands of fleet vehicles to governmental entities. The City intends to award this multi-year contract to multiple responsible vendors with the goal of ensuring the City has met the competitive requirements of local government code 252 to purchase vehicles currently and during the contract term.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 - 3
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5 - 6
Part IV – Scope of Work	Page(s) 7 - 8
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 9 - 11
Attachment A – Reference Sheet	Separate attachment
Attachment B – Subcontractor Information Form	Separate attachment
Attachment C – Conflict of Interest Questionnaire	Separate attachment
Attachment D – Cost Proposal Sheet (based off Attachment E)	Bonfire Table
Attachment E – Current Vehicle Requirements (FY24)	Separate attachment

3. **SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	October 26, 2023
Deadline for submission of questions	November 7, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately November 11, 2023 @ 5:00 PM, CST
Deadline for submission of responses	November 23, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:

<https://leandertx.bonfirehub.com/>

The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:

<https://leandertx.bonfirehub.com/>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City’s website at <https://leandertx.bonfirehub.com/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://leandertx.bonfirehub.com/>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City for this solicitation.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples (if applicable) shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be permitted nor considered.
6. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at:
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_tc_2022_terms_and_cond_updated_nov_2022.pdf.

In addition, the Supplemental Terms and Conditions listed in Section III shall also be enforced as part of the contract.

2. **INSURANCE:** Insurance does not apply to this solicitation.

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for seventy-two (72) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing governmental fleet vehicles as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment B- Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - C. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.

6. **PRICING:** The Respondent shall determine and submit a fixed cost for the goods and shall include all incidental costs, labor, overhead charges, registration, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

Pricing for goods will be a **fixed percent off MSRP**. The percentage discount, if any, will be designated by the Respondent in the solicitation response document. Invoices for goods and/or services shall require a copy of the MSRP document or catalog from the manufacturer. Failure to provide the contracted discount (%) off MSRP may result in payment at cost.

7. **PRICE INCREASE:** Contract discounts for fleet vehicles shall remain firm throughout the term of the contract.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than fifteen (15) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.
12. **POINTS OF CONTACT / DESIGNATED REPRESENTATIVES:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. The City's designated representatives:
- | | |
|---|--|
| Cheryl Kaufman | Kay Johnson |
| Manager | Purchasing Agent |
| Purchasing and General Services | Purchasing and General Services |
| Phone: 512-528-2730 | Phone: 512-528-2792 |
| E-mail: ckaufman@leandertx.gov | Email: kjohnson@leandertx.gov |
13. **INTERLOCAL PURCHASING AGREEMENTS:**
- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

**PART IV
SCOPE OF WORK**

1. **INTRODUCTION AND BACKGROUND:** The City of Leander, herein after "the City" seeks proposals from firms experienced in providing new Ford, Chevrolet, Dodge and/or other reputable brands of fleet vehicles to governmental entities. The City intends to award this multi-year contract to multiple responsible vendors with the goal of ensuring the City has met the competitive requirements of local government code 252 to purchase vehicles currently and during the contract term.
2. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Maintain a relationship with Ford, Chevrolet, and/or Dodge or other reputable dealers. Attach documentation to the Proposal such as a letter from the manufacturer(s) the Respondent represents or a line card.
 - B. Certify that the vehicles purchased under this solicitation shall be current makes and models, new and unused.
 - C. Provide the City with a timely response to pricing inquiries for vehicles available to purchase. The City expects to receive a response within five (5) business days of the request.
 - D. Order new vehicles through various distribution channels as needed.
 - E. Establish and communicate the expected delivery timeline for each vehicle the City orders.
 - F. Communicate in a timely and effective manner with City staff if vehicles are delayed.
 - G. **Pre-Delivery Service-** The following services shall be completed by the Contractor before the vehicles are delivered to the City:
 - i. All fluid levels checked and maintained with the proper grade and type of fluids.
 - ii. Pre-delivery inspection and service on chassis.
 - iii. The interior and exterior of each vehicle shall be cleaned.
 - iv. The fuel tank shall be full.
 - H. Provide all vehicle documentation directly to Purchasing personnel.
3. **TECHNICAL SPECIFICATIONS:** Unless otherwise specified, all units will be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified. The following items are minimum requirements for the models specified.
 - A. The City seeks to maintain quality, reliability, and efficiency within its vehicle fleet. With this goal in mind several manufacturers' products have been specified herein to establish the City's minimum critical requirements and performance standards of each vehicle. Any example shown is listed to show type and class of equipment desired only. Alternate equivalent items will be considered and are noted as "Or equal". "Or equal" is intended to establish a level of quality and is not to be interpreted as a preference for a particular brand. The items offered must be equivalent in terms of function, basic design, type and quality of material, method of construction, and any required dimensions.
 - B. Respondents are cautioned that any vehicle specified or delivered which does not meet specifications in every aspect will not be considered or accepted.
 - C. Transmissions on each vehicle specified shall be automatic.
 - D. **A/C, heat, power windows, and power locks shall be included with each vehicle.**
4. **DELIVERY:**
 - A. Deliver all vehicles to the following location:

**City Hall
Purchasing
Cheryl Kaufman or Kay Johnson
105 N Brushy St.
Leander, Texas 78641**

If reasonable, City personnel may pick up vehicles from the lot, but this should remain an uncommon situation.

- B. Delivery of vehicle(s) shall be made to City of Leander no later than one hundred twenty (120) calendar days after receipt of Purchase Order or unless otherwise agreed upon by the City.
- C. Provide all vehicle documentation for each delivered vehicle which includes at time of delivery the following:
 - i. Owner, Operator, and shop repair manuals
 - ii. Form 130-U (Application for Texas Title and/or Registration)
 - iii. Form VTR-62A (Application for Standard Texas Exempt License Plates) – this form is included with delivery but not completed by the dealer. The City will complete this form.
 - iv. Vehicle Purchase Agreement.
 - v. Invoice (from the vehicle company/dealer and must include the city's approved PO number on it).
 - vi. Manufacturer's Certificate/Statement of Origin for a vehicle (dealer must complete the Distributor-Dealer information on the back of this form).
 - vii. Odometer disclosure statement.
 - viii. Texas Department of Public Safety Statement of Inspection.
 - ix. Delivery/acceptance sheet (document signed and copy received from the delivery person to show who made the delivery, date delivered, and who accepted the vehicle).
 - x. Nominal weight rating (in tons).
 - xi. Warranty documentation.

5. **WARRANTY:** The City will only consider offers for the purchase of new equipment with the full manufacturer's warranty directly from the Manufacturer or a Manufacturer's Authorized Distributor.

- A. The manufacturer's standard warranty shall apply. Warranty documentation shall be included with each item bid.
- B. The Contractor shall warrant that the vehicle will conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. All warranty repairs will be performed without accessing the City's warranty deductibles. The successful respondent shall be responsible for any warranty deductibles required for warranty repairs.
- C. In the event the vehicle requires two (2) or more repairs in the first 30-day period, except those caused by negligence or through the fault of City employees, the Contractor agrees to remove and replace the defective vehicle without delay and at their expense.
- D. Replacement parts- Replacement parts shall be available for vehicles for no less than ten (10) years. City reserves the right to purchase replacement parts from any source.

6. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-

- A. Be an authorized manufacturer or distributor authorized by the manufacturer for Ford, Chevrolet, Dodge, or other similar vehicles as requested.
- B. Contact the City's designated personnel to schedule delivery of vehicles.
- C. Observe the speed limit on the individual site.
- D. Check in with the utility billing reception desk upon arrival on site.

7. **CITY RESPONSIBILITIES:** The City will-

- A. Provide a purchase order (PO) to the Contractor prior to ordering and based off of the approved quote.
- B. Coordinate delivery to City Hall.
- C. Request pricing and lead time throughout the term of the contract for vehicle needs.

Item Number	Item Name	Quantity	Require Vehicle Make/Model	Lead Time in Days
No Basket (12)				
#0-1	Item A (based on Att	1	2024 Chev 1500 crev	15
#0-4	Item D (based on Att	1	2023 Ford Explorer 4	15
#0-5	Item E (based on Att	1	GMC 1500 Can't get	15
#0-6	Item F (based on Att	1	GMC 1500 Can't ge	15
#0-7	Item G (based on Att	1	GMC 2500 with Knap	30
#0-8	Item H (based on Att	1	2023 Ford Explorer 4	15
#0-9	Item I (based on Att	1	Ford F150 Crew Cab	30
#0-10	Item J (based on Att	1	2023 F150 Reg Cab 4	30
#0-11	Item K (based on Att	1	2023 F150 Crew Cab	15
#0-12	Item L (based on Att	1	2023 Ford F150 Crev	15
#0-13	Item M (based on At	1	2023 Ford F150 Crev	15
#0-14	Item N (based on Att	1	2024 Chevrolet Crew	15

Unit Price

54500

52300

37000

37000

68000

61000

55575

38750

53250

53250

53250

52750



Sewell Ford of Odessa
4400 Parks Legado Rd | ODESSA, TX 79765
432.498.0421 | teamsewell.com

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 08/02/2024 Deal # 510194
Residence 105 N Brushy Street Leander TX 78641 RES # _____
Mailing Address _____ BUS # (512) 528-2773
Email ckaufman@leandertx.gov Salesman _____

New XX Car 2023 Ford S-DTY F-250 \$ 52500.00
Used _____
Rental _____ Car No: 370546 VIN No. 1FT7X2BA9PEC70546
Demo _____ Accessories _____ \$ _____

TOTAL ACCESSORIES _____

CONTRACT L00321

Rebate(s) \$ 2500.00
Trade \$ _____

TOTAL SELLING PRICE INCLUDING ACCESSORIES

DEALER'S INVENTORY TAX

THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE, WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR-COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IT IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ESTE PODRIA COMBRARSE A LOS COMPRADORES PRO EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA UN CARGO DOCUMENTAL, NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE. ACORDADA PRO LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.

Documentary Fee \$ 225.00

Tax, Title & License: _____ \$ 0.00
Payoff _____ \$ _____
Auto Insurance _____ \$ _____
Credit Life & Accident _____ \$ _____
Other _____ \$ _____
Total \$ 50225.00

Trade in N/A Co. No. _____

Motor No. _____ License No. _____ \$ _____

Cash _____ \$ N/A

Finance \$ 50225.00 Payments at 1 Beginning 08/02/2024

Customer Number 964468 Lien to: _____

Trade Difference _____

Total \$ 50225.00

Insurance _____

Title Approved _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown above, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer to increase the monthly payments and contract balance to cover the difference and finance charges thereon.

R_FTX_SO_SEWFORD_PP1

Signature _____



Sewell Ford of Odessa
4400 Parks Legado Rd | ODESSA, TX 79765
432.498.0421 | teamsewell.com

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 08/02/2024 Deal # 510195
Residence 105 N Brushy Street Leander TX 78641 RES # _____
Mailing Address _____ BUS # (512) 528-2773
Email ckaufman@leandertx.gov Salesman _____

New XX Car 2023 Ford S-DTY F-250 \$ 52500.00
Used _____
Rental _____ Car No: 370558 VIN No. 1FT7X2BA5PEC70558
Demo _____ Accessories _____ \$ _____

TOTAL ACCESSORIES _____

CONTRACT L00321

Rebate(s) \$ 2500.00
Trade \$ _____
\$ 50000.00
\$ N/A

DEALER'S INVENTORY TAX

TOTAL SELLING PRICE INCLUDING ACCESSORIES

THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE, WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR-COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IT IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

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Documentary Fee \$ 225.00
\$ 0.00

Tax, Title & License: _____ \$ _____
Payoff _____ \$ _____
Auto Insurance _____ \$ _____
Credit Life & Accident _____ \$ _____
Other _____ \$ _____
Total \$ 50225.00

Trade in N/A Co. No. _____
Motor No. _____ License No. _____ \$ _____
Cash _____ \$ N/A
Finance \$ 50225.00 Payments at 1 Beginning 08/02/2024
Customer Number 964468 Lien to: _____
Trade Difference _____
Total \$ 50225.00

Insurance _____
Title Approved _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown above, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer to increase the monthly payments and contract balance to cover the difference and finance charges thereon.

R_FTX_SO_SEWFORD_PP1

Signature _____



EXECUTIVE SUMMARY 9/5/2024

AGENDA SUBJECT:

Approval of a purchase agreement with Motorola Solutions for the police dispatch center expansion and equipment including adding a fourth console position and replacing outdated equipment in the amount of \$337,451.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Proposed FY25 Budget includes funding for the expansion and upgrade of the Police dispatch center in partnership with Motorola Solutions. Funding for the expansion will come from an expected federal grant (\$175,000.00) due to be received in the upcoming months, and funds budgeted for the remainder of the project. This project aims to improve the operational efficiency and reliability of the dispatch center by adding a fourth console position and replacing outdated equipment including the three (3) existing consoles and backup systems which will not be compatible with the newer technology of the fourth console. City staff requests City Council approval to move forward with the purchase agreement with Motorola ahead of the October 1 fiscal year start date due to the long lead time for the equipment delivery.

Key Elements of the Proposal:

1. Console Expansion:
 - Motorola Solutions will expand the current dispatch center by adding a fourth console position.
 - The existing three (3) VPM-based consoles will be upgraded to the more advanced MCC7500E consoles, ensuring compatibility with the latest technology and improving overall system performance.
2. Equipment Replacement:
 - Motorola will provide four (4) new 7/800 MHz APX consolettes and five (5) 7/800 MHz APX4500 logging mobiles, enhancing the department's communication capabilities.
 - The proposal also includes the replacement of the antenna and line into the combiner, which will further improve the reliability of the communication system.
3. Cost and Funding:
 - The total cost of the project is \$337,451.00.
 - The proposal is based on and subject to the terms and conditions of the Texas Department of Information Resources Agreement (DIR-TSO-4101).

This project is vital to maintaining the effectiveness of the Leander Police Department's communication infrastructure, ensuring that our first responders have the tools they need to serve the community efficiently and safely. The Council's approval is requested to proceed with this essential upgrade.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Greg Minton, Chief of Police

RECOMMENDATION:

It is recommended that the City Council approve this purchase at the cost of \$337,451.00, utilizing the Texas Department of Information Resources Agreement (DIR-TSO-4101).

PRESENTER:

Greg Minton, Chief of Police

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$337,451.00
<u>Approved in current budget (Yes / No):</u>	Yes - Proposed FY25
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Federal Grant (\$175,000.00); Communications (\$160,000.00) (01-45-9012)

Attachments:



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Approval of a Master Lease Agreement for the replacement of Crystal Falls Golf Club golf course maintenance equipment for a term of four (4) years with a lease amount of \$10,668.23 per month, for a total contract amount of \$512,075.04; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Funding for the attached agreement was approved in the FY2023 annual budget; however, the vendor was unable to provide the equipment at that time. The vendor now has the equipment on hand and is awaiting the executed lease agreement to effect delivery. The lease is for golf course maintenance equipment, which includes fairway and rough mowers, spray rigs, and mowers for the greens. New equipment will be leased every four (4) years.

The term of the lease is four (4) years with monthly lease payments of \$10,668.23, for a total contract amount of \$512,075.04.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Larry Werner, PGM, General Manager, Crystal Falls Golf Club

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$512,075.04
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	05-01-5626

Attachments:

1. 000 CITY OF LEANDER CUSTOMER DOC JOHN DEERE LEASE AGREEMNT 0065322 FINAL (1)



Lessee:	CITY OF LEANDER 105 N BRUSHY ST., LEANDER, TX 78641-1710
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600
This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.	

TERMS AND CONDITIONS

- Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 1% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates.
- Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.
- Taxes.** Although you may be exempt from the payment of Certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
- Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.
- Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, GOVERNMENTAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain intergovernmental risk pool coverage insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as loss payee. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it.
- Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All intergovernmental risk pool proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

8. **Return of Equipment.** If a Schedule is terminated for any reason and you do not return the equipment to us, or, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.
9. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.
10. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned and the Lease is deemed to be a lease and not a secured transaction in our sole discretion, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9 and (4) unamortized amount of our initial direct costs of originating and administering the applicable Schedule (ii) if the Equipment is returned to us and the Lease is deemed to be a secured transaction and not a lease in our sole discretion, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.
11. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.
12. **Claims.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession for acts or omissions, which occurred during the Lease Term. You will promptly notify us of all Claims made. You agree to not bring any action for Claims against us as lessor of the Equipment. Your liability under this Section is not limited to the amounts of insurance required under the Lease.
13. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall use best efforts to attempt to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, to the extent required; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code to the extent applicable. Such compliance may include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns
14. **Governing Law; Jurisdiction; Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Williamson or Travis County, Texas and will not claim it is an inconvenient forum for legal action. **YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.**
15. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

16. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds that are budgeted and appropriated for such purpose are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and your government body has made a best efforts attempt to obtain and appropriate funds for payment of the Lease Payments, , you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) your government body has made a best efforts attempt to obtain and appropriate funds for payment of the Lease Payments; and (c) you have exhausted all funds legally available to pay Lease Payments that are budgeted and appropriated for that purpose. This Section 17 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

17. The signatory executing this contract on behalf of the Lessor verifies that the Lessor does not boycott Israel and will not boycott Israel during the term of this Agreement.

18. We represent that we and all wholly owned subsidiary, majority-owned subsidiary, parent and affiliates of us do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, we represent that we and all wholly owned subsidiary, majority-owned subsidiary, parent and affiliates of us do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase "Discriminates Against a Firearm Entity or Firearm Trade Association" as used in this paragraph have the meanings assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.

19. We represent that neither we nor any wholly owned subsidiary, majority-owned subsidiary, parent or affiliate of us (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase "Boycott Energy Companies" as used in this paragraph have the meanings assigned to the phrase "Boycott Energy Company" in Section 809.001 of the Texas Government Code, as amended.

20. We represent that we nor any wholly owned subsidiary, majority-owned subsidiary, parent or affiliate of us is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, we represent that we nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of us is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORT IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE **CITY OF LEANDER**
105 N BRUSHY ST
LEANDER, TX 78641-1710

By:  _____
TODD PARTON, CITY MANAGER

Date: 

LESSOR **DEERE CREDIT, INC.**
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____



JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.		020-0065322-000			
Master Lease Agreement No.		0065322			
Lessee: (Name & Address)	CITY OF LEANDER 105 N BRUSHY ST., LEANDER, TX 78641-1710				
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600				
LEASE TERM					
Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	Property Tax	Total Lease Payment
07/15/2024	07/15/2028	48	\$9,955.88	\$712.35	\$10,668.23
*If part of the regular scheduled lease payment					
RENEWAL TERM					
Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment
PAYMENT TERMS					
Due Date	1st Payment Due Date	Discount Rate	PAYMENT DUE AT SIGNING		
15	07/15/2024	Internal Rate of Return minus 2 percent (2%)	Advance Lease Payment**		\$10,668.23
Billing Period	Irregular Payments		Origination Fee		\$0.00
☒ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Irregular			Security Deposit		\$0.00
			Total Due At Signing		\$10,668.23
			**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)		

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Engine Hourly Limit will be prorated by us in our sole discretion.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Lease Schedule – Equipment List

Supplier (Name & Address)		UNITED AG & TURF 809 STEVE HAWKINS PKWY, MARBLE FALLS, TX 78654					
EQUIPMENT INFORMATION							
Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Engine Hour Limit	Excess Hour Charge	Payment
2024	JD	9009A TERRAINCUT ROUGH MOWER	1TC9009AKPV080269	0	600/YR	\$15.00/HR	\$1,763.97
2024	JD	7700A PRECISIONCUT FAIRWAY MOWER	1TC7700ATRV110256	0	600/YR	\$15.00/HR	\$1,634.93
2024	JD	7700A PRECISIONCUT FAIRWAY MOWER	1TC7700AARV110251	0	600/YR	\$15.00/HR	\$1,634.93
2024	JD	2550 E-CUT HYBRID TRIPLEX MOWER	1TC2550EARR050223	0	600/YR	\$15.00/HR	\$933.77
2024	JD	2550 E-CUT HYBRID TRIPLEX MOWER	1TC2550ECRR050230	0	600/YR	\$15.00/HR	\$933.77
2024	JD	2550 E-CUT HYBRID TRIPLEX MOWER	1TC2550EERR050243	0	600/YR	\$15.00/HR	\$933.77
2024	JD	PROGATOR 2030A (DIESEL)	1TC203AFLRR170373	0	600/YR	\$15.00/HR	\$765.62
2024	JD	1550 TERRAINCUT COMMERCIAL FRONT MOWER (LESS MOWER DECK)	1TC1550DHPS100338	0	600/YR	\$15.00/HR	\$415.69
2024	JD	SPRAYER, HD200	1TC200GXARR150038				\$408.53
2024	JD	GATORTX TURF (MODEL YEAR 2023)	1M0TURFJVRM190626	0	600/YR	\$15.00/HR	\$237.55
2024	2DG	TURFCO TORRENT 2 BLOWER	321700				\$197.66
2024	JD	72 IN. 7-IRON PRO COMMERCIAL SIDE DISCHARGE MOWER DECK	1TC1572XKPT091287				\$95.69
Equipment Location		105 N BRUSHY ST, LEANDER, TX, 78641-1710			OUTSIDE city limits: ☒		WILLIAMSON COUNTY
BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.							
LESSEE				LESSOR			
CITY OF LEANDER 105 N BRUSHY ST LEANDER, TX 78641-1710				DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600			
By: _____ TODD PARTON, CITY MANAGER				By: _____			
Date: _____				Date: _____			



JOHN DEERE
FINANCIAL

Equipment Return Provisions

Lease Schedule No.	020-0065322-000
Master Lease Agreement No.	0065322

Lessee: (Name & Address)	CITY OF LEANDER 105 N BRUSHY ST., LEANDER, TX 78641-1710
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF LEANDER, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. Exterior.

- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.

- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.

- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.

- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.
- C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

6. Hour Meter.

For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

7. Invoices for Excess Wear And Tear.

Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	CITY OF LEANDER 105 N BRUSHY ST LEANDER, TX 78641-1710	LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: 	_____	By: _____	_____
	TODD PARTON, CITY MANAGER		
Date: 	_____	Date: _____	_____



JOHN DEERE
FINANCIAL

Delivery and Acknowledgment

Lease Schedule No.	020-0065322-000
Master Lease Agreement No.	0065322

Lessee: (Name & Address)	CITY OF LEANDER 105 N BRUSHY ST, , LEANDER, TX 78641-1710
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	CITY OF LEANDER 105 N BRUSHY ST LEANDER, TX 78641-1710	LESSOR	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: 	_____	By: _____	
	TODD PARTON, CITY MANAGER		
Date: 	_____	Date: _____	



JOHN DEERE
FINANCIAL

Property Tax Acknowledgment

Lease Schedule No.	020-0065322-000
Master Lease Agreement No.	0065322

Lessee: (Name & Address)	CITY OF LEANDER 105 N BRUSHY ST, , LEANDER, TX 78641-1710
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment List will be reported to the following taxing jurisdiction(s).

105 N BRUSHY ST

Street Address

☐ Check here if OUTSIDE city limits

LEANDER

City

TX

State

78641-1710

Zip

WILLIAMSON

County

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

Street Address

☐ Check here if OUTSIDE city limits

City

State

Zip

County

☐ Check here if Sales/Use Tax Exempt

☐ Check here if Property Tax Exempt

Equipment Usage:

Percentage of Time:

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

LESSEE

CITY OF LEANDER

105 N BRUSHY ST
LEANDER, TX 78641-1710

By: 

TODD PARTON, CITY MANAGER

Date: 



JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	020-0065322-000
Master Lease Agreement No.	0065322

Lessee: (Name & Address)	CITY OF LEANDER 105 N BRUSHY ST, , LEANDER, TX 78641-1710
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency: TEXAS MUNICIPAL LEAGUE	Phone Number of Agency: (800)537-6655
Mailing Address of Agency PO BOX 149194, AUSTIN, TX, 78714	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency: TEXAS MUNICIPAL LEAGUE	Phone Number of Agency: (800)537-6655
Mailing Address of Agency PO BOX 149194, AUSTIN, TX, 78714	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE CITY OF LEANDER 105 N BRUSHY ST LEANDER, TX 78641-1710	
By:  TODD PARTON, CITY MANAGER	
Date: 	

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? ☐ Yes ☐ Will Be Added	Verified By:



JOHN DEERE
FINANCIAL

Advance Lease Payment Invoice

Due Date:	07/15/2024
Total Due:	\$10,668.23

Billing Address:	Updated Billing Information:
CITY OF LEANDER PO BOX 319 LEANDER, TX 78646-0319	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number		0065322						
App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
292700	JD	9009A	1TC9009AKPV08 0269	07/15/2024	\$0.00	\$0.00	\$0.00	\$10,668.23

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select “lease” prompt Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

Automatic Payment Enrollment



- ☐ I accept Autopay enrollment at this time.
☐ I decline Autopay enrollment at this time.

Bank Account Information

Name of Person or Entity on Bank Account: _____

Type of Account: ☐ Checking ☐ Savings

Routing Number # (9 digit): _____

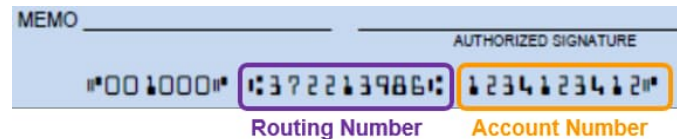
Bank Account Number: _____

Examples: (a voided check is not required)

Personal Check



Business Check



John Deere Financial Account number / App ID#	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
14170984	CITY OF LEANDER,		

John Deere Financial Automatic Payment Authorization Form

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my bank account.

I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.

Bank Account Owner Signature

Date

Bank Account Owner Phone Number



JOHN DEERE
FINANCIAL

Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Purchaser

Name: CITY OF LEANDER

Address: 105 N BRUSHY ST, LEANDER, TX 78641-1710

ID Number (If Applicable): _____

Exemption Number (if applicable): _____

Description of Item Being Purchased

	Quantity	Year	Manufacturer	Equipment Description
	2	2024	JOHN DEERE	7700A PrecisionCut Fairway Mower
	Quantity	Year	Manufacturer	Equipment Description
	3	2024	JOHN DEERE	2550 E-Cut Hybrid Triplex Mower
	Quantity	Year	Manufacturer	Equipment Description
	1	2024	JOHN DEERE	9009A TerrainCut Rough Mower
	Quantity	Year	Manufacturer	Equipment Description
	1	2024	JOHN DEERE	ProGator 2030A (Diesel)
	Quantity	Year	Manufacturer	Equipment Description
	1	2024	JOHN DEERE	1550 TerrainCut Commercial Front Mower (Less Mower Deck)
	Quantity	Year	Manufacturer	Equipment Description
	1	2024	JOHN DEERE	SPRAYER, HD200



	Quantity	Year	Manufacturer	Equipment Description
	1	2024	JOHN DEERE	GATORTX Turf (Model Year 2023)
	Quantity	Year	Manufacturer	Equipment Description
	1	2024	TURFCO	TORRENT 2 BLOWER
	Quantity	Year	Manufacturer	Equipment Description
	1	2024	JOHN DEERE	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____





EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-24-0135 to amend a portion of the San Gabriel Villas Planned Unit Development on one (1) parcel of land approximately 3.028 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R588850; legally described as Lot 2, Block B of the Aven Ridge Subdivision, and generally located east of the intersection of Aven Way and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0135 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

02/01/2018 – Zoning Approved

08/22/2024 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Foresite Group, LLC. (Vincent D. Musat) on behalf of AMFP IV TX Commercial LLC-Aven Comm Lot 2 Series (Michael Sarno)

RECOMMENDATION:

Staff recommends approval. During the meeting of August 22, 2024, the Planning & Zoning Commission unanimously recommended approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0135 Att 1 Planning Analysis - San Gabriel Villas
2. Z-24-0135 Att 2 Current Zoning - San Gabriel Villas
3. Z-24-0135 Att 3 FLU Map - San Gabriel Villas
4. Z-24-0135 Att 4 Public Notification - San Gabriel Villas

5. Z-24-0135 Att 5 Aerial Map - San Gabriel Villas
6. Z-24-0135 Att 6 Letter of Intent - San Gabriel Villas
7. Z-24-0135 Att 7 PUD Amendment Notes Redline - San Gabriel Villas
8. Z-24-0135 Att 8 Neighborhood Outreach - San Gabriel Villas
9. Z-24-0135 Att 9 Ordinance - San Gabriel Villas
10. Z-24-0135 Att 10 8-22-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0135 SAN GABRIEL VILLAS PUD AMENDMENT #1

GENERAL INFORMATION

Owner/Agent: Foresite Group, LLC. (Vincent D. Musat) on behalf of AMFP IV TX Commercial LLC-Aven Comm Lot 2 Series. (Michael Sarno).

Current Zoning: PUD (Planned Unit Development)
GC-2-A (General Commercial)

Proposed Zoning: PUD (Planned Unit Development)
GC-2-A (General Commercial)

Size and Location: The property is located 1154 Aven Way, including approximately 3.04 acres.

Staff Contact: Cory Dale, Planner

APPLICANT REQUEST

The applicant has submitted a request to amend the San Gabriel Villas PUD ordinance to remove the building square footage limitation for individual users in the Type 2 Site Component for a hotel development within Tract 3.

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

Type 2 Site Component limits an individual user to 40,000 square feet of floor area in a single building. The proposed hotel use is approximately 53,000 square feet. The applicant's amendment proposal is only applying to Tract 3 of the approved PUD and seeks to allow the specific hotel use appropriate square footage within a single building. Please note, the proposal will not remove the single building cap of 60,000 square feet of floor area.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD (GC)	Undeveloped (Tract 2 – San Gabriel Villas PUD)
EAST	PUD (MF)	Aven Ridge MF

SOUTH	PUD (GC)	Undeveloped
WEST	T6	Undeveloped

SURROUNDING AREA:

This property is located southeast of the intersection of 183A Toll Road and Aven Way. To the east is the Aven Ridge Apartments and west (across 183A Toll) is the Northline development. To the south of the site are two (2) undeveloped Minor PUDs of 183A Plaza and San Gabriel Industrial.

PHYSICAL AND NATURAL FEATURES:

This property contains no floodplain and tree cover along the 183A Toll frontage.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 17-TOD-Z-019 requested a zone change from TOD to PUD (GC-2-A) and was approved on 02/01/2018.

MAJOR CORRIDORS:

This property has access onto 183A Toll Road and Aven Way.

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
183A Toll Road	Access Controlled	Commercial	400' ROW Access Controlled 10' sidewalk
Aven Way	Local	Commercial	56' ROW 6' sidewalk

SUBDIVISIONS:

This lot is platted as Lot 2, Block B of the Aven Ridge subdivision.

EXISTING UTILITIES:

This property has access to both water (12" line - Figure 1) and sewer (8" – Figure 2) within the Aven Way ROW

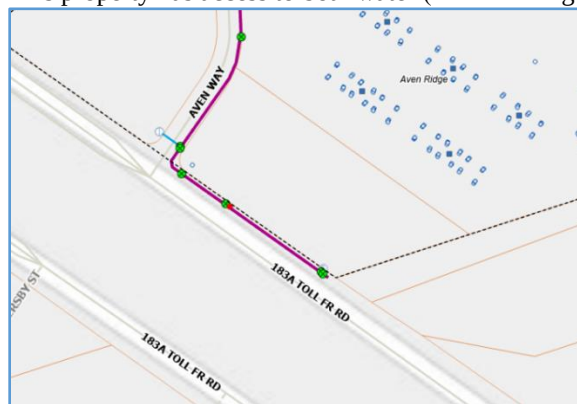


Figure 1 Water System

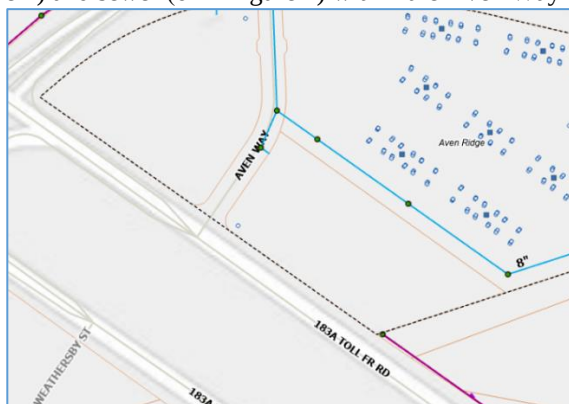


Figure 2 Wastewater System

CURRENT LAND USES:

This property is currently undeveloped.

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 intent of this zoning request is to provide for a hotel development. 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 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 landowner.
- (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 much of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:**Applicable Comprehensive Plan goal statements**

- Strategy 2.2: Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.

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 has been working closely with staff to coordinate the process of this project.

NOTIFICATION

08/01/2024 - Public Notice on Hill Country News
 08/07/2024 - Mail Notification to Property Owners within 200'
 08/07/2024 - Public Hearing Signage Posted on Property
 08/22/2024 - Planning and Zoning Commission Public Hearing
 09/05/2024 - City Council Public Hearing & First Reading of the Ordinance
 09/19/2024 - City Council Second & Final Reading of the Ordinance

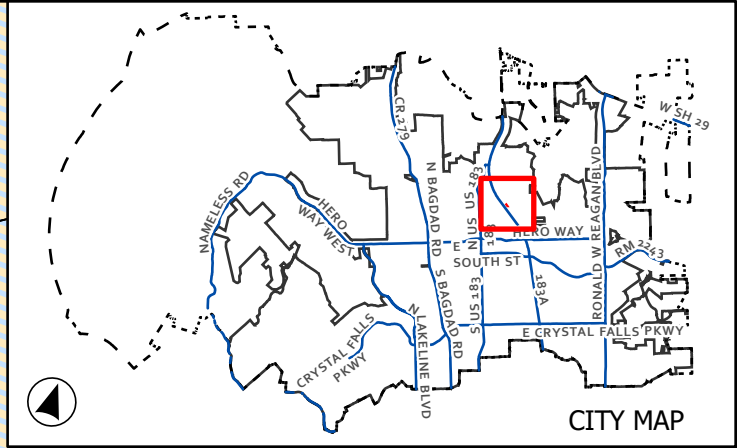
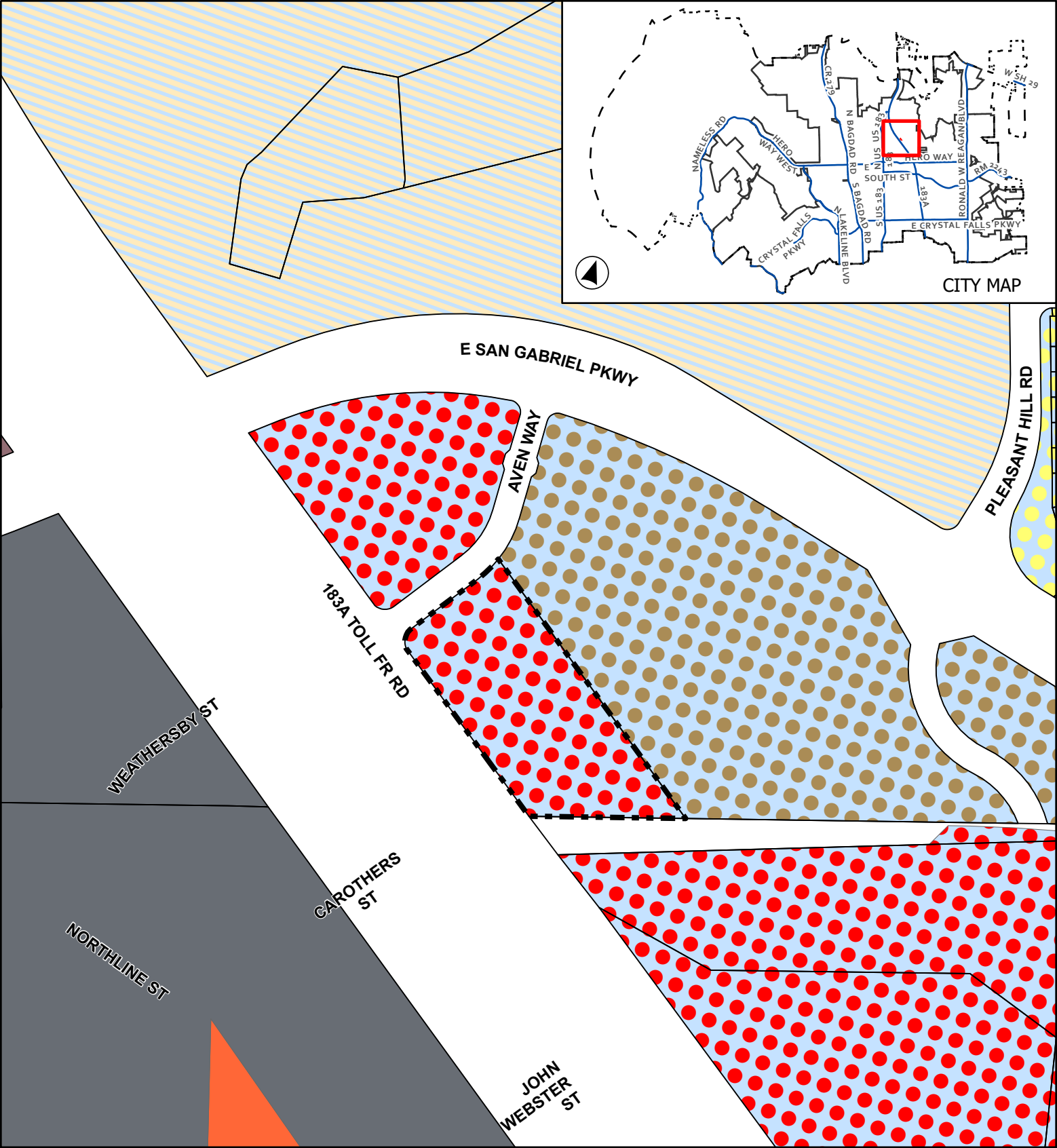
PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' shall also be contacted.

There are no single-family properties within 500' of the property.

APPROVAL CRITERIA:

The subject site is located within an Activity Center that is to encourage commercial centers and destination type retail and amenities. The addition of a hotel use would tie the existing center together, especially considering its proximity to the Northline Development. Considering the eventual buildout of the surrounding commercial lots (i.e. 183A Plaza PUD and San Gabriel Industrial), staff feels the requested amendment is compatible with surrounding GC and TOD uses; therefore, staff supports this amendment request.



CITY MAP

Current Zoning

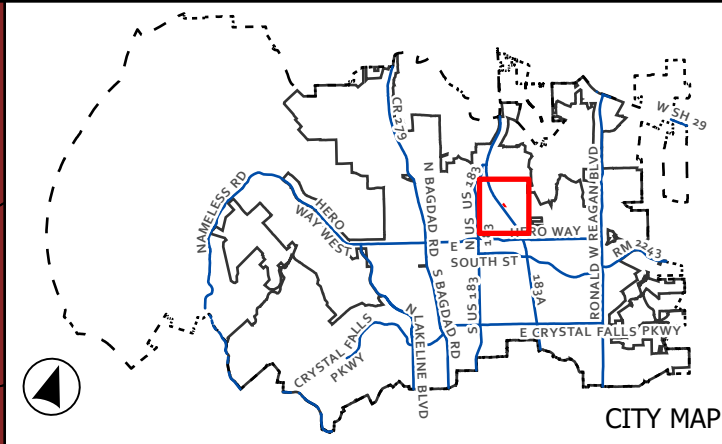
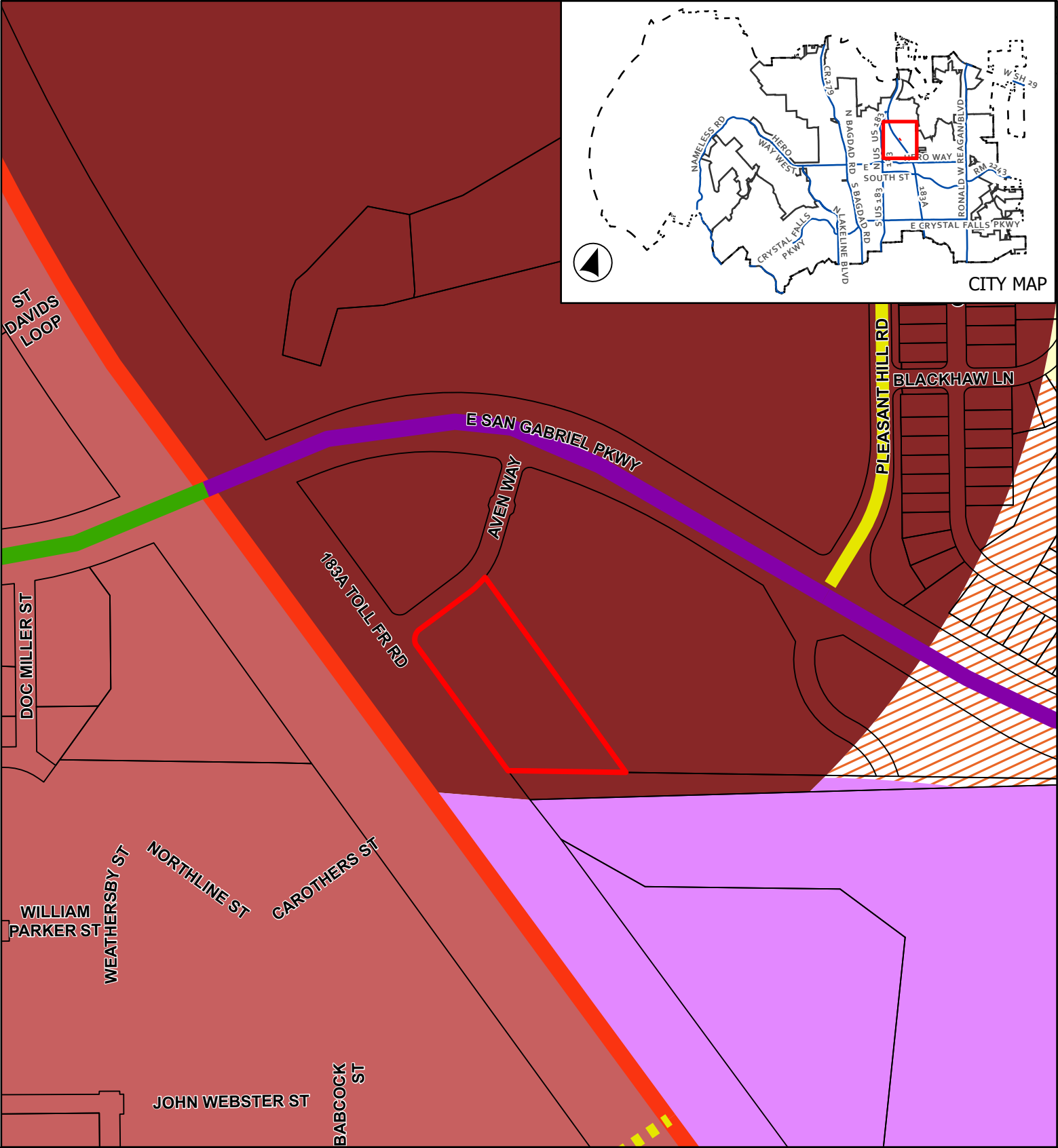
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- PUD - Single-Family
- PUD - Multi-Family

- PUD - General Commercial
- CD - Conventional Sector
- Civic Building
- T5 - Urban Center
- T6 - Urban Core

0 90 180 Feet

Page 299 of 568



CASE: Z-24-0135

ATTACHMENT 3

SAN GABRIEL VILLAS
MAJOR PUD AMENDMENT

Future Land Use Map



0 137.5 275
Feet

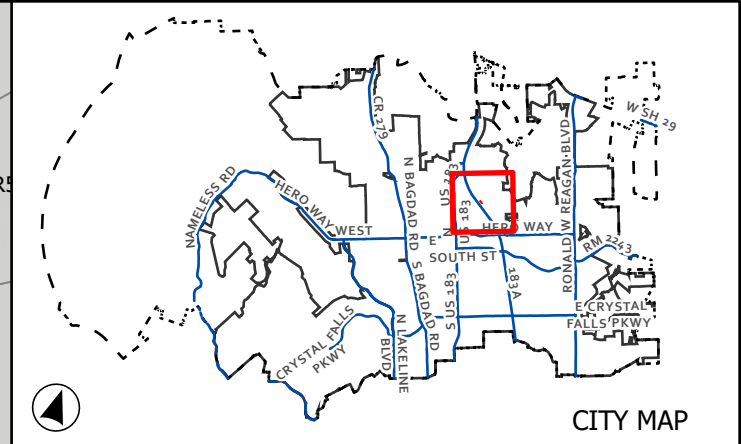
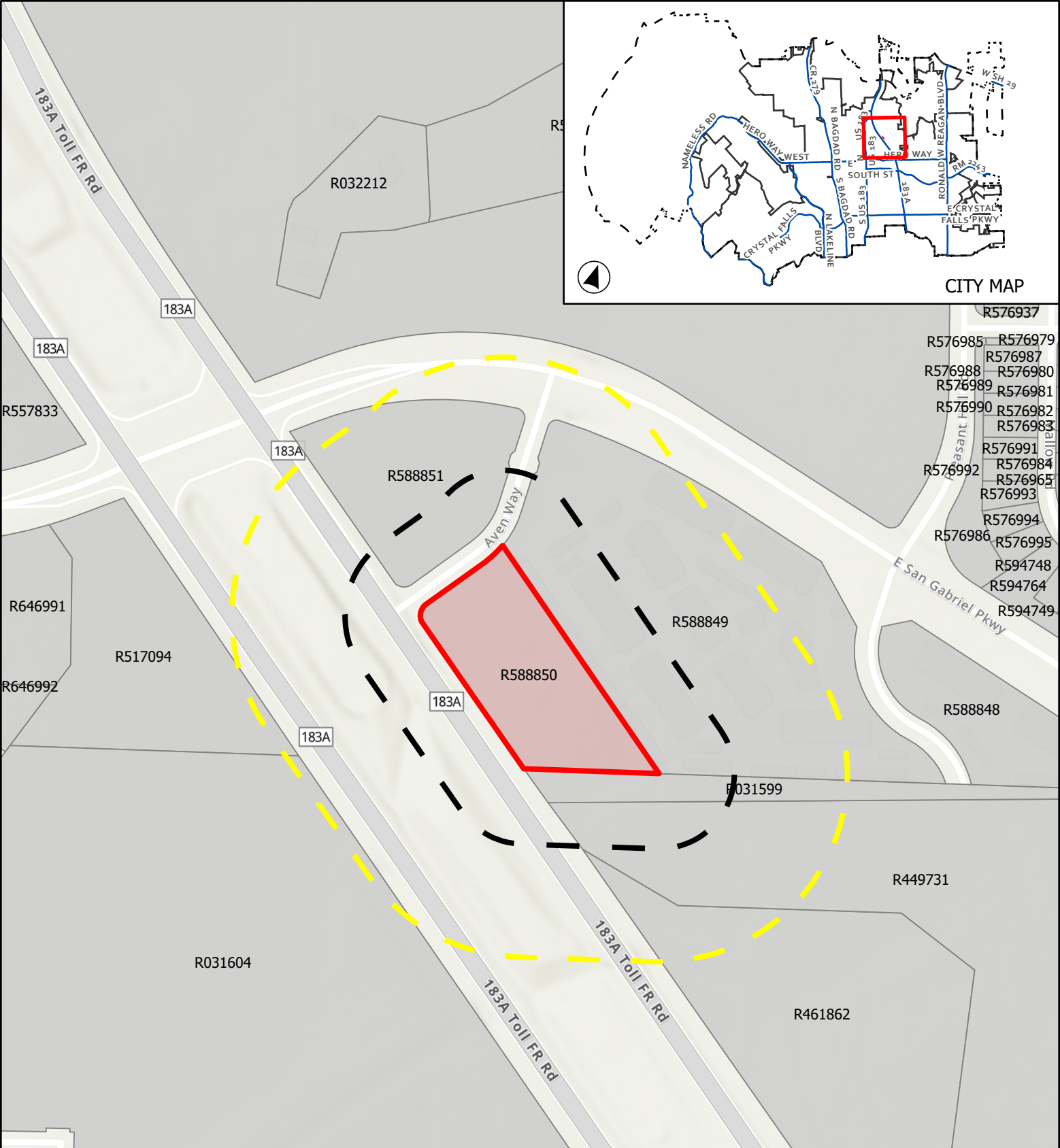
- Leander City Limits
- ETJ Boundary
- Subject Boundary

- ## Future Land Use
- Neighborhood Residential
 - Multi-Use Corridor

- ## Thoroughfare Plan
- Activity Center
 - Employment Center
 - Leander Central
 - Access Controlled, Existing
 - Arterial 6 Lane, Existing

- Arterial 4 Lane, Existing
- Collector, Existing
- Collector, Proposed

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CITY MAP

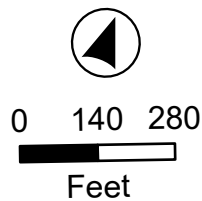
CASE: Z-24-0135

ATTACHMENT 4

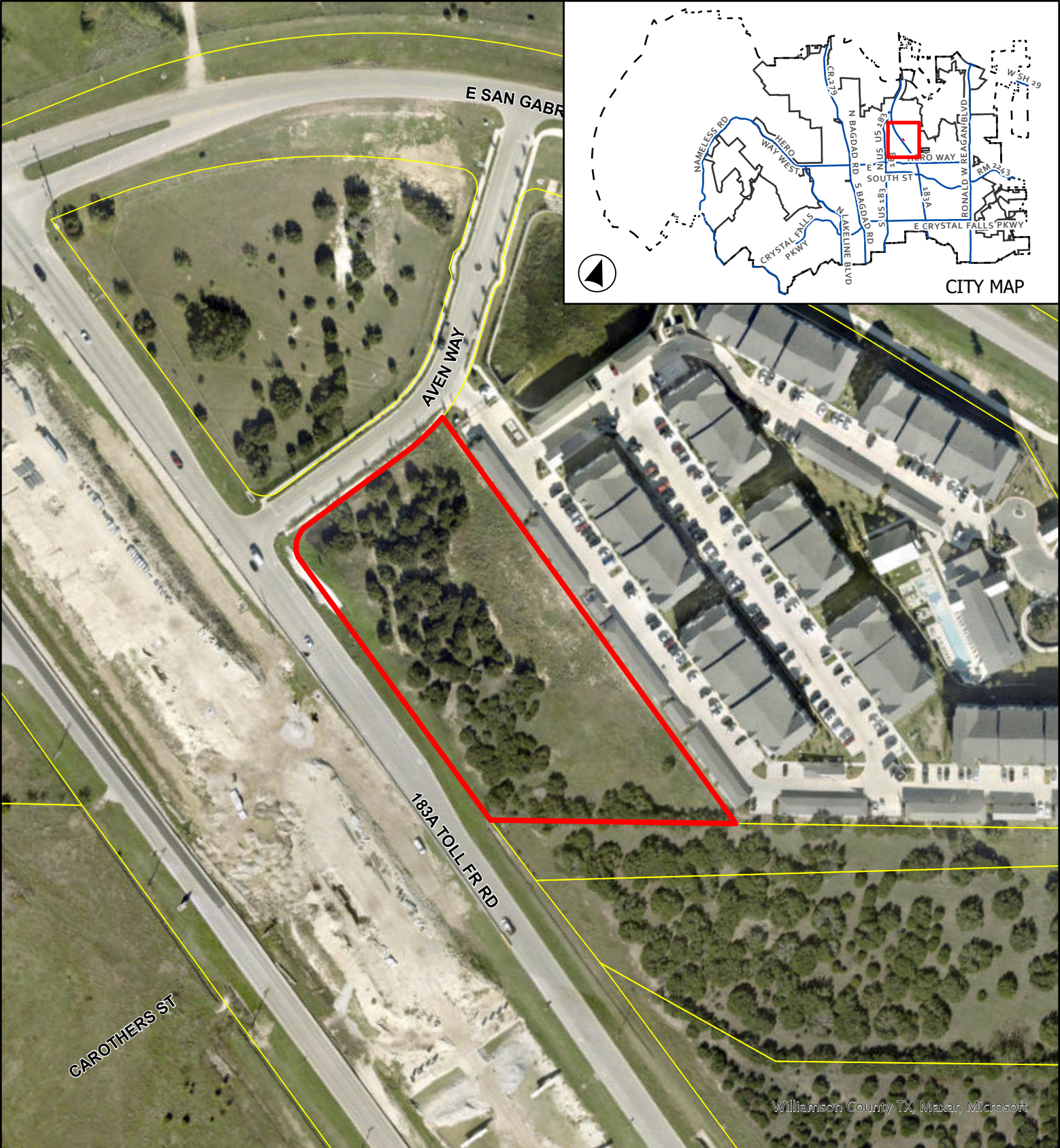
SAN GABRIEL VILLAS
MAJOR PUD AMENDMENT

Public Notification

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



Williamson County TX, Maxar, Microsoft

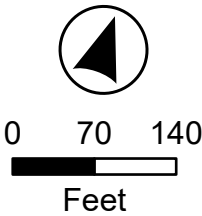
CASE: Z-24-0135

ATTACHMENT 5

**SAN GABRIEL VILLAS
MAJOR PUD AMENDMENT**

Aerial Map

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



- Leander City Limits
- Subject Boundary

Gulf Coast Hotel Development, LLC
788 W Sam Houston Parkway North, Suite 206
Houston, Texas 77024

August 13, 2024

Ms. Robin M. Griffin
Executive Director of Development Services | City of Leander
PO Box 319, Leander TX 78641

RE: Letter of Intent
Echo Suites, a Wyndham Hotel

Dear Ms. Griffin,

I am pleased to provide this letter indicating our intentions with respect to Tract 3 of Commercial Lot 2, Block B of Final Plat Aven Ridge, according to the map or plat thereof recorded in the Plat Records of Williamson County, Texas in Document No. 2019097078 consisting of approximately 3.04 acres of vacant land. We are currently under contract to purchase the site from AMFP IV TX Commercial LLC – Aven Comm Lot 2 Series.

We intend to develop an Echo Suites hotel, a Wyndham Hotels brand, consisting of approximately 53,000 square feet and 124 guest rooms. The hotel will be four stories with a building foot print of approximately 13,250 square feet.

City of Leander Ordinance No. 18-010-00 created the San Gabriel Villas Planned Unit Development (of which our site is a part) within the Transit Oriented Development District. We respectfully request an Amendment to Ordinance No. 18-010-00: The building square footage limitation for individual users in the Type 2 Site Component shall be removed for a hotel development.

The benefits of our hotel development include, but are not limited to, sales tax, occupancy tax, property tax, employment, and guest spending in Leander.

Please reach out to me if you have any questions or need any additional information. I can be reached at 281-657-5645 or via email james.walker@gulfcoastcg.com.

Sincerely,



James L. Walker
Manager

EXHIBIT A

San Gabriel Villas Planned Unit Development Amendment #1

A. Purpose and Intent

1. The San Gabriel Villas PUD is composed of approximately 21 acres and this amendment includes Lot 2, Block B of the Aven Ridge Subdivision, as shown in **Exhibit B**. The development of this property includes multi-family and general commercial. Amendment #1 is to include additional development standards that only apply to Tract 3 of the original San Gabriel Villas PUD, as shown in Exhibit B. The development of this portion of the PUD will include a hotel and general commercial uses.

B. Applicability and Base Zoning

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

~~Tract 1 — MF-2-A (Multi-Family)~~

~~Tract 2 — GC-2-A (General Commercial)~~

Tract 3 – GC-2-A (General Commercial)

C. Conceptual Site Layout & Land Use Plan

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

D. Development Standards

- ~~3.—The building square footage limitation for individual users in the Type 2 Site Component shall be removed for a hotel development.~~

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.

There are no neighborhood or residential properties within 500' of the property

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.

N/A

3. What concerns were raised during these communications?

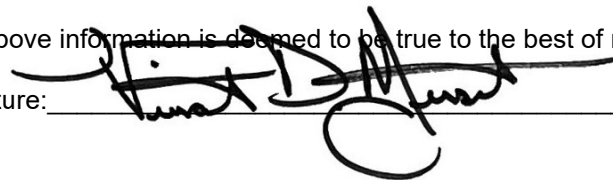
N/A

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 6.27.2024

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE SAN GABRIEL VILLAS PUD (PLANNED UNIT DEVELOPMENT); 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 3.028 acres ±; being more particularly described in Exhibit "B"; legally described as Lot 2, Block B of the Aven Ridge Subdivision; generally located east of the intersection of Aven Way and 183A Toll Road; identified by Williamson Central Appraisal District tax identification number R588850; more particularly described in Instrument Number deed #; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the San Gabriel Villas PUD (Planned Unit Development) to remove the limitation of maximum square footage for an individual user on Tract 3. 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 5th day of September, 2024.
FINALLY PASSED AND APPROVED on this the 19th day of September, 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, August 22, 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 present except Commissioner Deirdre Moss.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the August 14, 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 Item # 6.

By: Board Member May
Seconded: Board Member Oliver

Vote: 6 - 0 None

6. Approval of the minutes for meeting held on July 25, 2024.

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0135 to amend a portion of the San Gabriel Villas Planned Unit Development on one (1) parcel of land approximately 3.028 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R588850; legally described as Lot 2, Block B of the Aven Ridge Subdivision, and generally located east of the intersection of Aven Way and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0135 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-24-0135.

By: Board Member Lantrip

Seconded: Board Member Cosgrove

Vote: 6 - 0 None

REGULAR AGENDA

8. Discuss and consider action on Tree Removal Case TRP-24-0027 regarding removal of fifteen (15) Heritage Trees and twenty-six (26) Significant Trees associated with the Leander Union Site Development Project (SD-24-0178) located at 10880 Crystal Falls Parkway, Leander, Williamson County, Texas.

Motion to approve Tree Removal Case TRP-24-0027.

By: Board Member Oliver

Seconded: Board Member May

Vote: 5 - 1 Board Member Calame

9. Receive a presentation regarding Roadway Impact Fee Report.
No action was taken.

10. Discuss and consider action on the Planning & Zoning Commission Progress Report for September 2023 to August 2024.

Motion to approve the Planning & Zoning Commission Progress Report for September with updates discussed.

By: Board Member Oliver

Seconded: Board Member Calame

Vote: 6 - 0 None

11. Adjournment
Meeting adjourned at 6:44 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON

**EXECUTIVE SUMMARY**
9/5/2024**AGENDA SUBJECT:**

Conduct a Public Hearing to consider the proposed budget for Fiscal Year 2025.

- Discuss and consider action on an Ordinance adopting the budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025; appropriating the various amounts thereof and repealing all ordinances or parts of ordinances in conflict therewith; and providing for an effective date.

BACKGROUND:

The vote to adopt the budget must be a record vote. Adoption of a budget that will require more property tax revenue than the preceding year is required to be a separate vote to ratify the proposed increase reflected in the budget. The FY25 budget will raise more total property taxes than last year's budget by \$5,597,491.00 or 10.5%, and of that amount, \$4,169,941.00 or 74.5%, is tax revenue to be raised from new property added to the tax roll this year.

>> [View the Fiscal Year 2025 proposed budget](#)

The proposed budget is based on a total tax rate of \$0.417282 per \$100 valuation, which is the same as the current year FY24. The tax rate consists of a Maintenance & Operations rate of \$0.273604 and a Debt Service tax rate of \$0.143678. One cent on the tax rate generates approximately \$1,250,000.00.

FUND GROUP	FY 2024 ADOPTED BUDGET	FY 2025 PROPOSED BUDGET	% CHG
GENERAL FUND	67,528,065	77,693,841	15.1%
GOLF FUND	2,303,646	3,779,532	64.1%
UTILITY FUND	49,838,057	54,291,500	8.9%
GENERAL CAP PROJECTS	51,806,720	50,634,770	-2.3%
UTILITY CAP PROJECTS	95,401,520	101,402,295	6.3%
SPECIAL REVENUE FUNDS	27,458,772	27,399,279	-0.2%
INTERNAL SERVICE FUNDS	2,090,700	621,396	-70.3%
GENERAL DEBT SERVICE	20,603,250	22,164,954	7.6%

TOTAL ALL FUNDS	317,030,730	337,987,567	6.6%
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State law requires the budget to be adopted before the tax rate. The ordinance setting a tax rate that exceeds the no-new-revenue tax rate must be a record vote, and at least sixty (60%) percent of the members of the governing body must vote in favor. For the City of Leander, sixty (60%) percent equates to five (5) members of the City Council. The FY25 proposed budget tax rate exceeds the no-new-revenue rate.

Twenty-three full-time and one part-time positions (23.25) are included in the FY25 Proposed General Fund Budget.

DEPARTMENT	POSITION	#
CITY MANAGER	ASSISTANT CITY MANAGER	1
FINANCE	GRANT ADMINISTRATOR	1
	ACCOUNTING SUPERVISOR	1
	FINANCE ASSISTANT	1
PUBLIC INFORMATION OFFICE	MULTI-MEDIA COORDINATOR	1
HUMAN RESOURCES	SAFETY OFFICER/RISK MANAGER	1
PLANNING	SENIOR PLANNER	1
	PLANNING TECHNICIAN	1
PUBLIC WORKS	CREW LEADER SIGNALS, LIGHTS & SIGNS	1
	MECHANIC II	1
ENGINEERING	ENGINEERING INTERN	0.25
PARKS AND RECREATION	SENIOR ACTIVITY CENTER SUPERVISOR	1
	ACTIVE ADULT SPECIALIST	1
	ADMIN. ASSISTANT - LEANDER ACTIVITY CENTER	1
POLICE	PATROL OFFICERS	2
	DETECTIVE	1
	VICTIM SERVICES ADVOCATE	1
	EMERGENCY COMMUNICATIONS OPERATORS	2
FIRE	FIREFIGHTERS	4

	TOTAL	23.25
--	--------------	--------------

In the Golf Fund, one additional position is proposed (Greenskeeper) and in the Utility Fund one pump & motor technician position is proposed.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Two separate motions are required.

Motion #1 – "I move to ratify the property tax increase reflected in the proposed budget."

Motion #2 – "I move to approve the proposed budget for FY 2025."

PRESENTER:

Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	n/a
<u>Approved in current budget (Yes / No):</u>	FY25 Proposed Budget
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	n/a
<u>Fund source (Operating / Utility / etc.):</u>	All Funds

Attachments:

1. Budget Adoption Ordinance FY2025

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Leander, Texas (“City”) has submitted to the City Council a proposed budget of the revenues and the expenditures for FY 2025 to conduct the affairs of the City and has provided a complete financial plan for FY 2025; and

WHEREAS, the proposed budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

WHEREAS, the City Council has received the City Manager’s proposed budget, a copy of which has been filed with the City Secretary; and

WHEREAS, the City Council has conducted a public hearing on the budget, as provided by law.

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

SECTION 1. The FY 2025 Annual Budget, beginning October 1, 2024, and ending September 30, 2025, a copy which is attached hereto, is hereby adopted with the following amendment(s), if any, attached hereto: [Attachment A]

SECTION 2. The sums shown in the FY 2025 Annual Budget are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City as established in the approved budget document for the fiscal year ending September 30, 2025.

SECTION 3. The City Manager is hereby authorized to transfer appropriations, when necessary, between accounts within the same budgetary fund for purposes of fiscal control, efficiency and sound management practices.

SECTION 4. Ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

PASSED AND APPROVED this 5th day of September, 2024.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

Revisions to the FY 25 Proposed Budget as submitted to the City Council on August 15, 2024.

1. Allocate \$200,000 in the General CIP Fund 40 for design of a traffic signal at Palmera Ridge and Ronald Reagan Blvd using undesignated one-time funds.
2. Allocate \$101,000 within existing departmental budgets for installation and purchase of GPS systems on certain vehicles and hand-held radios for personnel safety.
3. Approve additional position within the Finance Department (Accounting Supervisor).



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing on levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2025; providing for and apportioning each levy for specific purposes; and providing when taxes shall become due and when the same shall become delinquent if not paid.

- Discuss and consider action on the First Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2025 as described above.

BACKGROUND:

A public hearing is required prior to adoption of the proposed tax rate. In addition, the City Charter requires two (2) readings for any ordinance levying taxes. On August 1, 2024, the City Council voted to consider a tax rate not to exceed \$0.417282 per \$100 valuation, which is the same as the current rate. The No-New-Revenue Rate is calculated as \$0.405881. The Tax Rate consists of two (2) parts - the Debt Rate and the Maintenance and Operations (M&O) Rate. The City Manager's proposed budget is based on a tax rate of \$0.417282, 2.81% higher than the No-New-Revenue Rate. The proposed rate consists of an operating rate of \$0.273604 and the debt rate of \$0.143678. This is lower than the maximum voter-approval rate, which is \$0.424435 (1.56% lower).

Since the proposed tax rate is equivalent to that of the current fiscal year, any increases in individual tax levies are solely a function of increased property tax appraisals.

Prior to action on the second and final reading of the tax rate, the City Council must adopt a budget with or without amendments for Fiscal Year 2025. The second and final reading of the tax rate ordinance will be on the agenda at the special meeting on September 10, 2024.

If a taxing entity approves a tax rate below the voter-approval-rate, the entity may "carry-forward" the unused increment to be available in the following year, up to a maximum of three (3) years. The City's unused increment rate for M&O is \$0.007153.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

The motion to adopt a tax rate that exceeds the no-new-revenue rate (\$0.405881) must be made precisely as follows:

“I move that the property tax rate be increased by the adoption of a tax rate of (Insert A), which is effectively a (Insert B) percent increase in the tax rate.”

A - Proposed Tax Rate = \$41.7282 cents per \$100 valuation
B - 2.81% increase

PRESENTER:

Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	n/a
<u>Approved in current budget (Yes / No):</u>	FY 25 Proposed Budget
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	n/a
<u>Fund source (Operating / Utility / etc.):</u>	Various

Attachments:

1. CLE Motion to Adopt Calculation Verbiage
2. Tax Rate Ordinance FY2025

Motion to Adopt - City of Leander (2024)

Meeting to Adopt Verbiage

Tax Code	<u>26.05 (b)</u>	Proposed Rate - No-New-Revenue Rate	<u>Proposed Rate</u>	<u>No-New-Revenue Rate</u>	<u>Percent (%)</u>
			0.417282	0.405881	2.809%

A motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the no-new-revenue tax rate must be made in the following form:

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.417282, which is effectively a 2.81% percent increase in the tax rate."

Ordinance, Resolution or Order Verbiage

Tax Code 26.05(b)(1)

M&O NNR	<u>NNR M&O</u>	<u>Sales Tax Rate</u>		
<i>**Calculation Worksheet line 40 - Sales Tax Rate Line 54</i>	0.264352	0	=	0.264352
Proposed Rate - Debt Rate	<u>Proposed Rate</u>	<u>Debt Rate</u>		
<i>**Proposed Rate will be given by entity</i>	0.417282	0.143678	=	0.273604
Divide No-New-Revenue M&O and Proposed M&O for Percentage (%)				<u>Percent (%)</u>
				3.500%

Include in the ordinance, resolution, or order in type larger than the type used in any other portion of the document

(A) The following statement: "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.";

AND

(B) If the tax rate exceeds the no-new-revenue maintenance and operations rate, the following statement:
 "THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.500% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$9.25"

Website Verbiage

Tax Code 26.05(b)(2)

M&O Proposed - M&O NNR	<u>M&O Proposed</u>	<u>M&O NNR</u>		
	0.273604	0.264352	=	0.009252
			X	100,000
			=	925.2
			X	0.01
			=	\$ 9.25

Include on the homepage of any Internet website operated by the unit:

(A) The following statement: "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.";

AND

(B) If the tax rate exceeds the no-new-revenue maintenance and operations rate, the following statement:
 "THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.500% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$9.25"

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LEANDER, TEXAS, FOR THE FISCAL YEAR 2025; PROVIDING FOR AND APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN THE SAME SHALL BECOME DELINQUENT IF NOT PAID.

WHEREAS, the City Council of the City of Leander, Texas, has deliberated the proposed municipal budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025; and

WHEREAS, it is necessary that an ordinance be passed levying an ad valorem tax on all property, both real and personal, within the corporate limits of the City of Leander, Texas in accordance with such budget and the Texas Tax Code.

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

SECTION 1. There is hereby levied and there shall be collected for the use, support and operation of the municipal government of the City of Leander and to provide an interest and sinking fund for the fiscal year, upon all property, real, personal and mixed, within the corporate limits of the City subject to taxation, a tax of \$0.417282 for each \$100.00 valuation of property, said tax being so levied and apportioned for the following specific purposes;

- (a) For the current expenses, maintenance and operation of the general government (General Fund), \$0.273604 on each \$100.00 valuation for property, and
- (b) For the interest and sinking fund, \$0.143678 on each \$100.00 valuation of property.

SECTION 2. The Maintenance and Operations tax rate exceeds the no-new-revenue maintenance and operations tax rate of \$0.264352 by \$0.009252 per \$100.

- (a) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.
- (b) THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$9.25

SECTION 3. Taxes levied under this Ordinance shall be due October 1, 2024 and if not paid on or before January 31, 2025, shall immediately become delinquent.

SECTION 4. Taxes shall become a lien upon the property against which assessed, and the Travis County Tax Assessor/Collector within Travis County, and the Williamson County Tax Assessor/Collector within Williamson County, respectively, as the assessor and collector of taxes for the City of Leander, are hereby authorized and empowered to enforce the collection of such taxes, according to the Constitution and laws of the State of Texas and ordinances of the City, and shall, and, by virtue of the tax rolls, fix and establish a lien by levying upon such property whether real, personal or mixed for the payment of said taxes, penalty and interest. The penalty and interest collected from such delinquent taxes shall be

apportioned between the General Fund and the Interest and Sinking Fund of the City of Leander. All delinquent taxes shall bear interest from date of delinquency at the rate prescribed by state law.

SECTION 5. That this Ordinance shall take effect and be in full force from and after its passage.

PASSED AND APPROVED First Reading this the 5th day of September, 2024.

PASSED AND APPROVED Second Reading this the 10th day of _____, 2024.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY

9/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing to consider the adoption of an updated Service and Assessment Plan for Calendar Year 2024 for the Oak Creek Public Improvement District and updated assessment roll to apportion assessment levied against property located in the District among subdivided lots.

- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2024 for the Oak Creek Public Improvement District as described above.

BACKGROUND:

The Oak Creek Public Improvement District (PID) was created by City Council in 2014 and the initial Service and Assessment Plan (SAP) was approved on October 16, 2014. The SAP is the document that determines how each lot or parcel within the PID is assessed and its pro rata share of the cost of the debt service associated with funding the improvements as well as administrative costs. The SAP must be reviewed and approved annually by the City Council. It is recommended that a public hearing be held prior to consideration and approval of SAP. The assessments will be included with the tax bills that go out in October 2024. Property owners within the PID have been notified of the public hearing via postcard as well as a notice was published in the Hill Country News on August 8, 2024. The total number of lots within the PID is four hundred forty-six (446) in addition to two (2) multi-family units.

Property owners are permitted to pay off their assessment at any time without penalty.

	Lot Size		
Oak Creek PID	41'	50'	60'
# of Lots	147	194	105
Prior 2023	\$ 511.22	\$ 645.77	\$ 766.83
Proposed 2024	\$ 504.39	\$ 637.15	\$ 756.58
% chg.	-1.3%	-1.3%	-1.3%

>> [View Oak Creek PID 2024 SAP](#)

HISTORY/TIMELINE:

07/17/2014 - Oak Creek PID Created

APPLICANT/AGENT:

RECOMMENDATION:

Conduct Public Hearing. Approve Service and Assessment Plan for the Oak Creek PID.

PRESENTER:

Robert Powers, Executive Director of Finance

Fiscal Impact

FY 2025 Debt Service is \$286,512.50 payable from property assessments.

Attachments:

1. SAP Public Hearings 09-05-2024
2. PID Public Hearing Notice 2024 OAK CREEK

City of
Leander



Pat Bryson
Municipal Hall
201 N. Brushy
St. Leander,
Texas

City Council

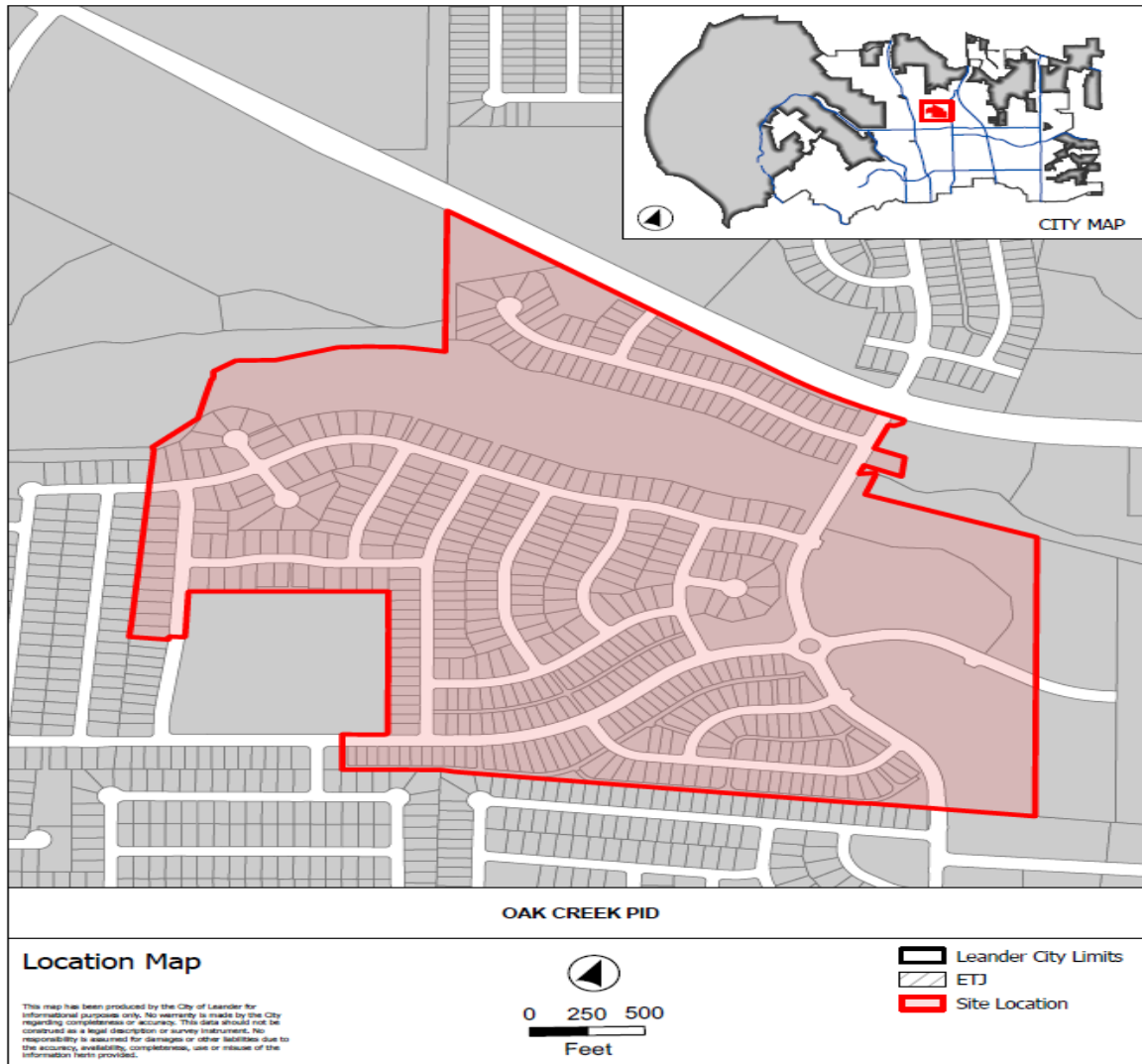
September 5, 2024

Public Improvement District Annual Service & Assessment Plan Updates Public Hearings

3 Improvement Districts

- ▶ Created under Chapter 372, Texas Local Government Code
- ▶ Oak Creek PID - created July 2014
- ▶ Crystal Springs PID - created March 2017
- ▶ Deerbrooke PID - created June 2017

Oak Creek PID Boundaries



Oak Creek PID Assessments Per Lot (As of 2020 Refunding)

Lot Type	Lots	Total Original Assessment	Total Assessment Post-Refunding	Assessment Per Lot
41' Lots	147	\$1,092,631.62	\$990,044.44	\$6,781.13
50' Lots	194	\$1,821,526.06	\$1,584,715.33	\$8,566.03
60' Lots	105	\$1,170,676.73	\$1,057,856.53	\$10,171.70
Apartments – North	160	\$465,881.55	\$425,031.71	\$2,656.45
Apartments – South	200	\$597,284.04	\$544,912.44	\$2,724.56
HOA	N/A	\$52,000.00	\$47,439.56	\$47,439.56
Total	806	\$5,200,000.00	\$4,650,000.00	N/A

Oak Creek PID Project Expenditures (100% Completion)

Project	Original Estimated Cost	Costs Expended To Date
Hard Costs		
West Broade Street		
Sewer	\$313,713	\$338,186
Drainage	\$734,223	\$791,501
South Brook Drive		
Sewer	\$162,974	\$175,688
Drainage	\$513,940	\$554,033
Neighborhood Entry Features	\$24,000	\$27,600
Walls at Collector Roads	\$732,065	\$752,788
Collector Road Landscape	\$496,952	\$496,952
Pond Aeration	\$5,000	\$5,750
Total Hard Costs	\$2,982,867	\$3,142,498
Soft Costs		
Project Management	\$119,315	\$119,315
Engineering/Other Soft Costs	\$298,287	\$586,085
Total Soft Costs	\$417,602	\$705,400
Contingency	\$447,430	\$0
Grand Total	\$3,847,899	\$3,847,898

Oak Creek PID Annual Assessments

Appendix B Oak Creek PID Revised Annual Installments

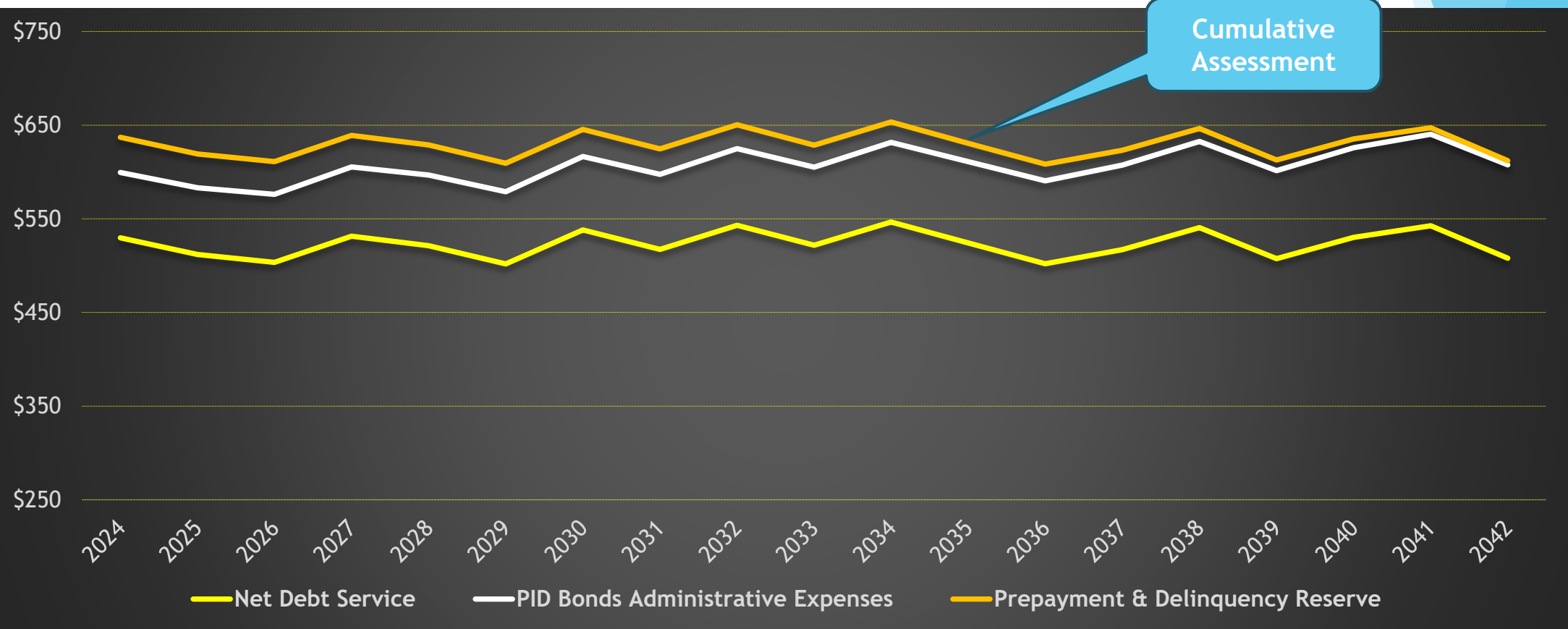
Lot Type: Total
Unit Count: 1

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2024	\$155,000.00	\$131,512.50	\$286,512.50	\$37,483.76	\$20,350.00	\$344,346.26	\$3,945,000.00
2025	\$150,000.00	\$126,862.50	\$276,862.50	\$38,234.11	\$19,575.00	\$334,671.61	\$3,795,000.00
2026	\$150,000.00	\$122,362.50	\$272,362.50	\$38,997.64	\$18,825.00	\$330,185.14	\$3,645,000.00
2027	\$170,000.00	\$117,487.50	\$287,487.50	\$39,778.37	\$18,075.00	\$345,340.87	\$3,475,000.00
2028	\$170,000.00	\$111,962.50	\$281,962.50	\$40,573.33	\$17,225.00	\$339,760.83	\$3,305,000.00
2029	\$165,000.00	\$106,437.50	\$271,437.50	\$41,385.93	\$16,375.00	\$329,198.43	\$3,140,000.00
2030	\$190,000.00	\$101,075.00	\$291,075.00	\$42,213.99	\$15,550.00	\$348,838.99	\$2,950,000.00
2031	\$185,000.00	\$94,900.00	\$279,900.00	\$43,057.01	\$14,600.00	\$337,557.01	\$2,765,000.00
2032	\$205,000.00	\$88,887.50	\$293,887.50	\$43,918.72	\$13,675.00	\$351,481.22	\$2,560,000.00
2033	\$200,000.00	\$82,225.00	\$282,225.00	\$44,798.92	\$12,650.00	\$339,673.92	\$2,360,000.00
2034	\$220,000.00	\$75,725.00	\$295,725.00	\$45,691.92	\$11,650.00	\$353,066.92	\$2,140,000.00
2035	\$215,000.00	\$68,575.00	\$283,575.00	\$46,606.44	\$10,550.00	\$340,731.44	\$1,925,000.00
2036	\$210,000.00	\$61,587.50	\$271,587.50	\$47,538.23	\$9,475.00	\$328,600.73	\$1,715,000.00
2037	\$225,000.00	\$54,762.50	\$279,762.50	\$48,490.12	\$8,425.00	\$336,677.62	\$1,490,000.00
2038	\$245,000.00	\$47,450.00	\$292,450.00	\$49,460.55	\$7,300.00	\$349,210.55	\$1,245,000.00
2039	\$235,000.00	\$39,487.50	\$274,487.50	\$50,450.67	\$6,075.00	\$331,013.17	\$1,010,000.00
2040	\$255,000.00	\$31,850.00	\$286,850.00	\$51,456.89	\$4,900.00	\$343,206.89	\$755,000.00
2041	\$270,000.00	\$23,562.50	\$293,562.50	\$52,485.84	\$3,625.00	\$349,673.34	\$485,000.00
2042	\$260,000.00	\$14,787.50	\$274,787.50	\$53,535.60	\$2,275.00	\$330,598.10	\$225,000.00
2043	\$225,000.00	\$6,337.50	\$201,337.50	\$54,607.68	\$975.00	\$256,920.18	\$0.00
Total	\$4,100,000.00	\$1,507,837.50	\$5,577,837.50	\$910,765.72	\$232,150.00	\$6,720,753.22	

(a) Tax Year 2024 corresponds to Bond Year 2025.

(b) Assumes Annual Installment has been paid for the Tax Year.

Oak Creek PID Annual Assessments (e.g. 50' Lot)



Oak Creek PID Annual Assessments (41' Lot)

Appendix A Oak Creek PID Revised Annual Installments

Lot Type: 41
Unit Count: 1

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2024	\$226.04	\$193.21	\$419.24	\$55.25	\$29.90	\$504.39	\$5,753.03
2025	\$218.75	\$186.43	\$405.17	\$56.35	\$28.77	\$490.29	\$5,534.28
2026	\$218.75	\$179.86	\$398.61	\$57.48	\$27.67	\$483.76	\$5,315.53
2027	\$247.91	\$172.75	\$420.67	\$58.63	\$26.58	\$505.88	\$5,067.62
2028	\$247.91	\$164.70	\$412.61	\$59.80	\$25.34	\$497.75	\$4,819.71
2029	\$240.62	\$156.64	\$397.26	\$61.00	\$24.10	\$482.36	\$4,579.09
2030	\$277.08	\$148.82	\$425.90	\$62.22	\$22.90	\$511.02	\$4,302.01
2031	\$269.79	\$139.82	\$409.60	\$63.46	\$21.51	\$494.57	\$4,032.22
2032	\$298.95	\$131.05	\$430.00	\$64.73	\$20.16	\$514.89	\$3,733.27
2033	\$291.66	\$121.33	\$412.99	\$66.03	\$18.67	\$497.69	\$3,441.61
2034	\$320.83	\$111.85	\$432.68	\$67.35	\$17.21	\$517.24	\$3,120.78
2035	\$313.54	\$101.43	\$414.96	\$68.69	\$15.60	\$499.25	\$2,807.24
2036	\$306.24	\$91.24	\$397.48	\$70.07	\$14.04	\$481.59	\$2,501.00
2037	\$328.12	\$81.28	\$409.40	\$71.47	\$12.50	\$493.37	\$2,172.88
2038	\$357.29	\$70.62	\$427.90	\$72.90	\$10.86	\$511.66	\$1,815.59
2039	\$342.70	\$59.01	\$401.71	\$74.36	\$9.08	\$485.15	\$1,472.89
2040	\$371.87	\$47.87	\$419.74	\$75.84	\$7.36	\$502.94	\$1,101.02
2041	\$393.74	\$35.78	\$429.53	\$77.36	\$5.51	\$512.40	\$707.28
2042	\$379.16	\$22.99	\$402.15	\$78.91	\$3.54	\$484.60	\$328.12
2043	\$328.12	\$10.66	\$338.78	\$80.49	\$1.64	\$420.91	\$0.00
Total	\$5,979.07	\$2,227.34	\$8,206.38	\$1,342.39	\$342.94	\$9,891.71	

(a) Tax Year 2024 corresponds to Bond Year 2025.

(b) Assumes Annual Installment has been paid for the Tax Year.

Oak Creek PID Annual Assessments (50' Lot)

Appendix A Oak Creek PID Revised Annual Installments

Lot Type: 50
Unit Count: 1

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2024	\$285.53	\$244.06	\$529.60	\$69.79	\$37.76	\$637.15	\$7,267.31
2025	\$276.32	\$235.50	\$511.82	\$71.19	\$36.34	\$619.35	\$6,990.99
2026	\$276.32	\$227.21	\$503.53	\$72.61	\$34.95	\$611.09	\$6,714.67
2027	\$313.17	\$218.23	\$531.39	\$74.06	\$33.57	\$639.02	\$6,401.50
2028	\$313.17	\$208.05	\$521.22	\$75.54	\$32.01	\$628.77	\$6,088.33
2029	\$303.96	\$197.87	\$501.83	\$77.05	\$30.44	\$609.32	\$5,784.37
2030	\$350.01	\$187.99	\$538.00	\$78.60	\$28.92	\$645.52	\$5,434.36
2031	\$340.80	\$176.62	\$517.42	\$80.17	\$27.17	\$624.76	\$5,093.56
2032	\$377.64	\$165.54	\$543.18	\$81.77	\$25.47	\$650.42	\$4,715.92
2033	\$368.43	\$153.27	\$521.70	\$83.41	\$23.58	\$628.69	\$4,347.49
2034	\$405.27	\$141.29	\$546.57	\$85.07	\$21.74	\$653.38	\$3,942.22
2035	\$396.06	\$128.12	\$524.19	\$86.78	\$19.71	\$630.68	\$3,546.16
2036	\$386.85	\$115.25	\$502.10	\$88.51	\$17.73	\$608.34	\$3,159.31
2037	\$414.49	\$102.68	\$517.16	\$90.28	\$15.80	\$623.24	\$2,744.82
2038	\$451.33	\$89.21	\$540.53	\$92.09	\$13.72	\$646.34	\$2,293.49
2039	\$432.91	\$74.54	\$507.45	\$93.93	\$11.47	\$612.85	\$1,860.58
2040	\$469.75	\$60.47	\$530.22	\$95.81	\$9.30	\$635.33	\$1,390.83
2041	\$497.38	\$45.20	\$542.58	\$97.72	\$6.95	\$647.25	\$893.45
2042	\$478.96	\$29.04	\$508.00	\$99.68	\$4.47	\$612.15	\$414.49
2043	\$414.49	\$13.47	\$427.96	\$101.67	\$2.07	\$531.70	\$0.00
Total	\$7,552.84	\$2,813.61	\$10,366.45	\$1,695.73	\$433.17	\$12,495.35	

(a) Tax Year 2024 corresponds to Bond Year 2025.

(b) Assumes Annual Installment has been paid for the Tax Year.

Oak Creek PID Assessments (60' Lot)

Appendix A Oak Creek PID Revised Annual Installments

Lot Type: 60
Unit Count: 1

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2024	\$339.06	\$289.81	\$628.87	\$82.87	\$44.84	\$756.58	\$8,629.53
2025	\$328.12	\$279.64	\$607.76	\$84.53	\$43.15	\$735.44	\$8,301.41
2026	\$328.12	\$269.80	\$597.92	\$86.22	\$41.51	\$725.65	\$7,973.29
2027	\$371.87	\$259.13	\$631.00	\$87.94	\$39.87	\$758.81	\$7,601.42
2028	\$371.87	\$247.05	\$618.91	\$89.70	\$38.01	\$746.62	\$7,229.55
2029	\$360.93	\$234.96	\$595.89	\$91.50	\$36.15	\$723.54	\$6,868.62
2030	\$415.62	\$223.23	\$638.85	\$93.33	\$34.34	\$766.52	\$6,453.00
2031	\$404.68	\$209.72	\$614.40	\$95.19	\$32.27	\$741.86	\$6,048.32
2032	\$448.43	\$196.57	\$645.00	\$97.10	\$30.24	\$772.34	\$5,599.89
2033	\$437.49	\$182.00	\$619.49	\$99.04	\$28.00	\$746.53	\$5,162.40
2034	\$481.24	\$167.78	\$649.02	\$101.02	\$25.81	\$775.85	\$4,681.16
2035	\$470.30	\$152.14	\$622.44	\$103.04	\$23.41	\$748.89	\$4,210.86
2036	\$459.37	\$136.85	\$596.22	\$105.10	\$21.05	\$722.37	\$3,751.49
2037	\$492.18	\$121.92	\$614.10	\$107.20	\$18.76	\$740.06	\$3,259.31
2038	\$535.93	\$105.93	\$641.86	\$109.35	\$16.30	\$767.51	\$2,723.38
2039	\$514.05	\$88.51	\$602.56	\$111.54	\$13.62	\$727.72	\$2,209.33
2040	\$557.80	\$71.80	\$629.61	\$113.77	\$11.05	\$754.43	\$1,651.53
2041	\$590.61	\$53.67	\$644.29	\$116.04	\$8.26	\$768.59	\$1,060.92
2042	\$568.74	\$34.48	\$603.22	\$118.36	\$5.30	\$726.88	\$492.18
2043	\$492.18	\$16.00	\$508.17	\$120.73	\$2.46	\$631.36	\$0.00
Total	\$8,968.59	\$3,340.99	\$12,309.58	\$2,013.57	\$514.40	\$14,837.55	

(a) Tax Year 2024 corresponds to Bond Year 2025.

(b) Assumes Annual Installment has been paid for the Tax Year.

Oak Creek PID Assessments (HOA)

Appendix A Oak Creek PID Revised Annual Installments

Lot Type: HOA
Unit Count: 1

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2024	\$1,581.32	\$1,351.64	\$2,932.96	\$386.51	\$209.14	\$3,528.61	\$40,247.08
2025	\$1,530.31	\$1,304.21	\$2,834.51	\$394.24	\$201.24	\$3,429.99	\$38,716.77
2026	\$1,530.31	\$1,258.30	\$2,788.60	\$402.12	\$193.58	\$3,384.30	\$37,186.46
2027	\$1,734.35	\$1,208.56	\$2,942.91	\$410.16	\$185.93	\$3,539.00	\$35,452.11
2028	\$1,734.35	\$1,152.19	\$2,886.54	\$418.37	\$177.26	\$3,482.17	\$33,717.76
2029	\$1,683.34	\$1,095.83	\$2,779.17	\$426.73	\$168.59	\$3,374.49	\$32,034.42
2030	\$1,938.39	\$1,041.12	\$2,979.51	\$435.27	\$160.17	\$3,574.95	\$30,096.03
2031	\$1,887.38	\$978.12	\$2,865.50	\$443.97	\$150.48	\$3,459.95	\$28,208.65
2032	\$2,091.42	\$916.78	\$3,008.20	\$452.85	\$141.04	\$3,602.09	\$26,117.23
2033	\$2,040.41	\$848.81	\$2,889.22	\$461.91	\$130.59	\$3,481.72	\$24,076.82
2034	\$2,244.45	\$782.50	\$3,026.95	\$471.15	\$120.38	\$3,618.48	\$21,832.37
2035	\$2,193.44	\$709.55	\$2,902.99	\$480.57	\$109.16	\$3,492.72	\$19,638.93
2036	\$2,142.43	\$638.27	\$2,780.70	\$490.18	\$98.19	\$3,369.07	\$17,496.50
2037	\$2,295.46	\$568.64	\$2,864.10	\$499.99	\$87.48	\$3,451.57	\$15,201.04
2038	\$2,499.50	\$494.03	\$2,993.54	\$509.99	\$76.01	\$3,579.54	\$12,701.54
2039	\$2,397.48	\$412.80	\$2,810.28	\$520.19	\$63.51	\$3,393.98	\$10,304.06
2040	\$2,601.52	\$334.88	\$2,936.41	\$530.59	\$51.52	\$3,518.52	\$7,702.54
2041	\$2,754.55	\$250.33	\$3,004.89	\$541.20	\$38.51	\$3,584.60	\$4,947.99
2042	\$2,652.53	\$160.81	\$2,813.34	\$552.03	\$24.74	\$3,390.11	\$2,295.46
2043	\$2,295.46	\$74.60	\$2,370.06	\$563.07	\$11.48	\$2,944.61	\$0.00
Total	\$41,828.40	\$15,581.97	\$57,410.38	\$9,391.09	\$2,399.00	\$69,200.47	

(a) Tax Year 2024 corresponds to Bond Year 2025.

(b) Assumes Annual Installment has been paid for the Tax Year.

Oak Creek PID Assessments (Apartments / North)

Appendix A
Oak Creek PID
Revised Annual Installments

Lot Type: Apartments (North)
Unit Count: 160

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2024	\$14,168.00	\$12,110.40	\$26,278.40	\$3,462.40	\$1,873.60	\$31,614.40	\$360,593.60
2025	\$13,710.40	\$11,684.80	\$25,395.20	\$3,532.80	\$1,803.20	\$30,731.20	\$346,883.20
2026	\$13,710.40	\$11,273.60	\$24,984.00	\$3,603.20	\$1,734.40	\$30,321.60	\$333,172.80
2027	\$15,539.20	\$10,828.80	\$26,366.40	\$3,675.20	\$1,665.60	\$31,707.20	\$317,633.60
2028	\$15,539.20	\$10,323.20	\$25,862.40	\$3,748.80	\$1,588.80	\$31,200.00	\$302,094.40
2029	\$15,081.60	\$9,817.60	\$24,899.20	\$3,824.00	\$1,510.40	\$30,233.60	\$287,012.80
2030	\$17,366.40	\$9,328.00	\$26,694.40	\$3,899.20	\$1,435.20	\$32,028.80	\$269,646.40
2031	\$16,910.40	\$8,763.20	\$25,673.60	\$3,977.60	\$1,348.80	\$31,000.00	\$252,736.00
2032	\$18,737.60	\$8,214.40	\$26,952.00	\$4,057.60	\$1,264.00	\$32,273.60	\$233,998.40
2033	\$18,281.60	\$7,604.80	\$25,886.40	\$4,139.20	\$1,169.60	\$31,195.20	\$215,716.80
2034	\$20,108.80	\$7,011.20	\$27,120.00	\$4,220.80	\$1,078.40	\$32,419.20	\$195,608.00
2035	\$19,652.80	\$6,356.80	\$26,009.60	\$4,305.60	\$977.60	\$31,292.80	\$175,955.20
2036	\$19,195.20	\$5,718.40	\$24,913.60	\$4,392.00	\$880.00	\$30,185.60	\$156,760.00
2037	\$20,566.40	\$5,094.40	\$25,660.80	\$4,480.00	\$784.00	\$30,924.80	\$136,193.60
2038	\$22,393.60	\$4,425.60	\$26,820.80	\$4,569.60	\$681.60	\$32,072.00	\$113,800.00
2039	\$21,480.00	\$3,699.20	\$25,179.20	\$4,660.80	\$569.60	\$30,409.60	\$92,320.00
2040	\$23,308.80	\$3,000.00	\$26,308.80	\$4,753.60	\$460.80	\$31,523.20	\$69,011.20
2041	\$24,680.00	\$2,243.20	\$26,921.60	\$4,849.60	\$345.60	\$32,116.80	\$44,331.20
2042	\$23,764.80	\$1,440.00	\$25,206.40	\$4,945.60	\$222.40	\$30,374.40	\$20,566.40
2043	\$20,566.40	\$668.80	\$21,235.20	\$5,044.80	\$102.40	\$26,382.40	\$0.00
Total	\$374,761.60	\$139,606.40	\$514,368.00	\$84,142.40	\$21,496.00	\$620,006.40	

(a) Tax Year 2024 corresponds to Bond Year 2025.

(b) Assumes Annual Installment has been paid for the Tax Year.

Oak Creek PID Assessments (Apartments / South)

Appendix A
Oak Creek PID
Revised Annual Installments

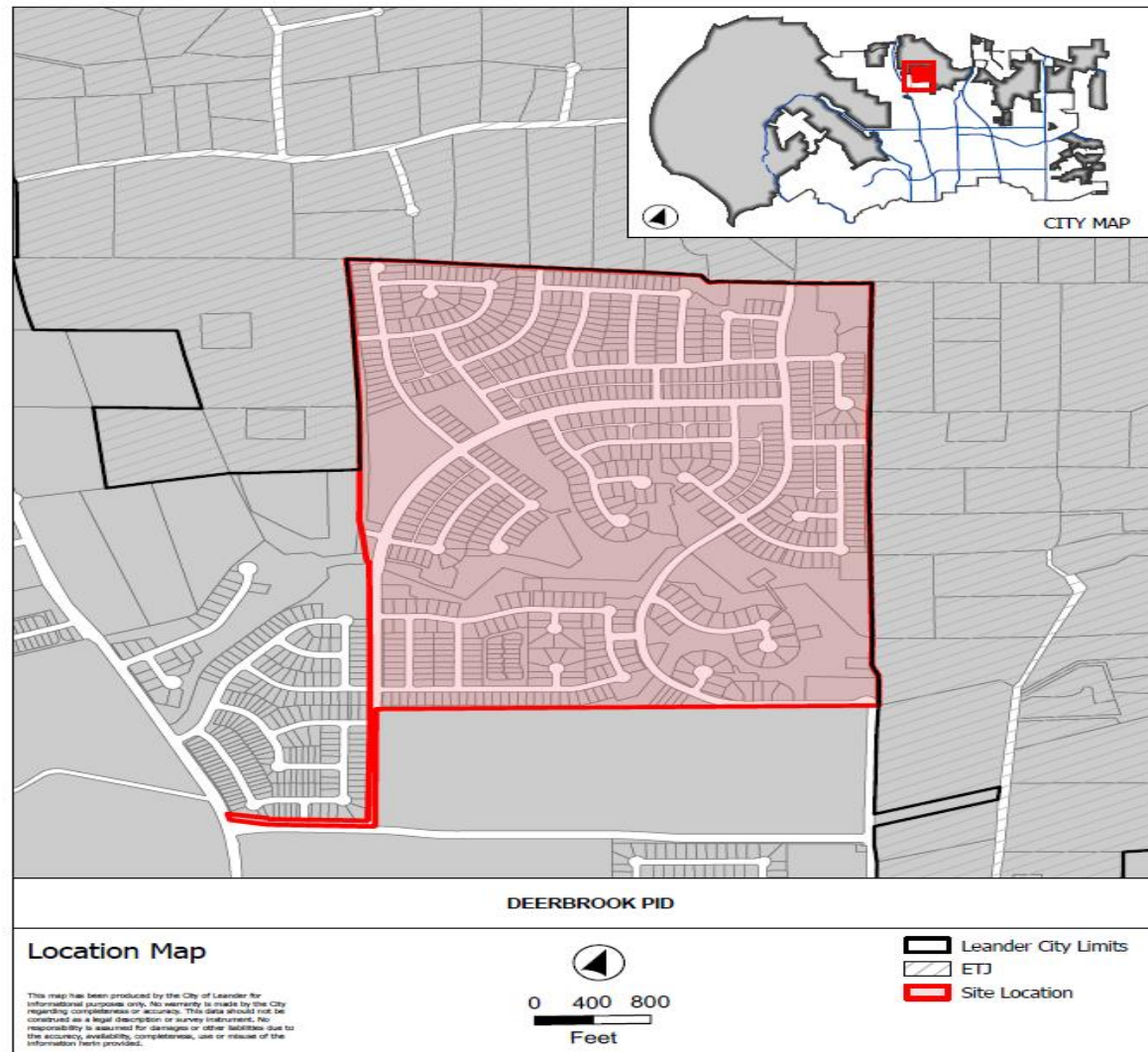
Lot Type: Apartments (South)
Unit Count: 200

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2024	\$18,164.00	\$15,526.00	\$33,690.00	\$4,440.00	\$2,402.00	\$40,532.00	\$462,296.00
2025	\$17,578.00	\$14,980.00	\$32,558.00	\$4,528.00	\$2,312.00	\$39,398.00	\$444,718.00
2026	\$17,578.00	\$14,454.00	\$32,032.00	\$4,618.00	\$2,224.00	\$38,874.00	\$427,140.00
2027	\$19,922.00	\$13,882.00	\$33,804.00	\$4,712.00	\$2,136.00	\$40,652.00	\$407,218.00
2028	\$19,922.00	\$13,234.00	\$33,156.00	\$4,806.00	\$2,036.00	\$39,998.00	\$387,296.00
2029	\$19,336.00	\$12,588.00	\$31,922.00	\$4,902.00	\$1,936.00	\$38,760.00	\$367,960.00
2030	\$22,266.00	\$11,958.00	\$34,224.00	\$5,000.00	\$1,840.00	\$41,064.00	\$345,694.00
2031	\$21,680.00	\$11,236.00	\$32,914.00	\$5,100.00	\$1,728.00	\$39,742.00	\$324,014.00
2032	\$24,024.00	\$10,530.00	\$34,554.00	\$5,202.00	\$1,620.00	\$41,376.00	\$299,990.00
2033	\$23,438.00	\$9,750.00	\$33,186.00	\$5,306.00	\$1,500.00	\$39,992.00	\$276,552.00
2034	\$25,780.00	\$8,988.00	\$34,768.00	\$5,412.00	\$1,382.00	\$41,562.00	\$250,772.00
2035	\$25,194.00	\$8,150.00	\$33,346.00	\$5,520.00	\$1,254.00	\$40,120.00	\$225,578.00
2036	\$24,608.00	\$7,332.00	\$31,940.00	\$5,630.00	\$1,128.00	\$38,698.00	\$200,970.00
2037	\$26,366.00	\$6,532.00	\$32,898.00	\$5,744.00	\$1,004.00	\$39,646.00	\$174,604.00
2038	\$28,710.00	\$5,674.00	\$34,386.00	\$5,858.00	\$874.00	\$41,118.00	\$145,894.00
2039	\$27,538.00	\$4,742.00	\$32,280.00	\$5,976.00	\$730.00	\$38,986.00	\$118,356.00
2040	\$29,882.00	\$3,846.00	\$33,728.00	\$6,094.00	\$592.00	\$40,414.00	\$88,474.00
2041	\$31,640.00	\$2,876.00	\$34,516.00	\$6,216.00	\$442.00	\$41,174.00	\$56,834.00
2042	\$30,468.00	\$1,848.00	\$32,316.00	\$6,340.00	\$284.00	\$38,940.00	\$26,366.00
2043	\$26,366.00	\$856.00	\$27,224.00	\$6,468.00	\$132.00	\$33,824.00	\$0.00
Total	\$480,460.00	\$178,982.00	\$659,442.00	\$107,872.00	\$27,556.00	\$794,870.00	

(a) Tax Year 2024 corresponds to Bond Year 2025.

(b) Assumes Annual Installment has been paid for the Tax Year.

Deerbrooke PID Boundaries



Deerbrooke PID Assessments Per Lot (as of 2022 Refunding)

Table IV-1: NIA Special Assessments and 2020 NIA Special Assessments

Lot Type	Lots	Estimated Build-Out Total	Percent of Total	Total Assessment	Assessment Per Lot
40' Lots	47	\$13,150,990	11.31%	\$607,162	\$12,918.33
50' Lots	266	\$94,008,979	80.87%	\$4,340,253	\$16,316.74
60' Lots	22	\$9,092,602	7.82%	\$419,792	\$19,081.45
Total	335	\$116,252,571	100.00%	\$5,367,206	N/A

Note: May not sum due to rounding.

Table IV-2: SIA Special Assessments

Phase	Lot Type	Lots	Estimated Build-Out Total	Percent of Total	Total Assessment	Assessment Per Lot
1	40'	21	\$5,875,974	3.43%	\$296,964	\$14,128.31
1	50'	79	\$27,919,960	16.30%	\$1,409,758	\$17,845.04
1	60'	50	\$20,665,005	12.06%	\$1,043,434	\$20,868.70
1	70'	12	\$5,292,000	3.09%	\$267,208	\$22,267.34
1	80'	16	\$8,064,000	4.71%	\$407,174	\$25,448.39
2 and 3	50'	161	\$56,900,171	33.21%	\$2,873,051	\$17,845.04
2 and 3	60'	101	\$41,743,309	24.37%	\$2,107,738	\$20,868.70
2 and 3	70'	11	\$4,851,000	2.83%	\$244,940	\$22,267.34
Total		451	\$171,311,419	100%	\$8,650,000	N/A

Note: May not sum due to rounding. Reflects a change of six 50' Lots into five 60' Lots; the allocated assessment per parcel has been adjusted accordingly.

Deerbrooke PID Project Expenditures (100% Completion)

Table II-4: SIA Progress and Milestone Forecast Table

Construction Budget and Completed/Reimbursed						
Description	Total Budget	Actual Complete as of 6/29/2022	% Actual Complete	Reimbursed as of 6/29/2022	% Reimbursed	Unreimbursed
Major Improvements						
Deer Rim Road/ Stone Branch Drive	\$1,155,881	\$1,155,881	100.00%	\$1,155,881	100.00%	
Sage Ranch Drive	\$495,074	\$495,074	100.00%	\$495,074	100.00%	
Collector Creek Crossing	\$555,457	\$555,457	100.00%	\$555,457	100.00%	
Lift Station	\$240,483	\$240,483	100.00%	\$240,483	100.00%	
Off-Site Force Main	\$451,801	\$451,801	100.00%	\$451,801	100.00%	
Southern Neighborhood Improvements						
Water Quality Ponds	\$3,307,778	\$3,307,778	100.00%	\$3,307,778	100.00%	
Enhanced Landscaping	\$750,000	\$750,000	100.00%	\$750,000	100.00%	
Total	\$6,956,474	\$6,956,474	100.00%	\$6,956,474	100.00%	

Note: May not sum due to rounding

Table II-5: NIA Progress and Milestone Forecast Table

Construction Budget and Completed/Reimbursed						
Description	Total Budget	Actual Complete as of 8/5/2022	% Actual Complete	Reimbursed as of 8/5/2022	% Reimbursed	Unreimbursed
Major Improvements						
Deer Rim Road/ Stone Branch Drive	\$789,052	\$789,052	100.00%	\$789,052	100.00%	
Sage Ranch Drive	\$2,180,295	\$2,180,295	100.00%	\$2,180,295	100.00%	
Collector Creek Crossing	\$379,178	\$379,178	100.00%	\$379,178	100.00%	
Lift Station	\$164,164	\$164,164	100.00%	\$164,164	100.00%	
Off-Site Force Main	\$308,418	\$308,418	100.00%	\$308,418	100.00%	
Northern Neighborhood Improvements						
Water Quality Ponds	\$822,578	\$822,578	100.00%	\$822,578	100.00%	
Stone Branch Drive	\$331,309	\$331,309	100.00%	\$331,309	100.00%	
Enhanced Landscaping	\$80,000	\$80,000	100.00%	\$80,000	100.00%	
Total	\$5,054,994	\$5,054,994	100.00%	\$5,054,994	100.00%	

Deerbrooke PID Amortization Schedule (NIA)

Deerbrooke PID
Revised Annual Installments in Northern Improvement Area

Lot Type: Total
Unit Count: 1

Tax Year (1)	Bond Year	NIA Series 2017 (2)				2022 Major Improvement Bonds (2)				Neighborhood Improvement Bonds (2)				Administrative Expenses	Annual Installments	Assessment Balance (3)
		Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve			
		Total	Interest	Principal		Total	Interest	Principal		Total	Interest	Principal				
2024	2025	\$173,818.75	\$118,818.75	\$55,000.00	\$11,275.00	\$141,315.00	\$95,315.00	\$46,000.00	\$9,750.00	\$40,230.00	\$27,230.00	\$13,000.00	\$2,775.00	\$40,468.18	\$419,631.93	\$4,646,000.00
2025	2026	\$171,000.00	\$116,000.00	\$55,000.00	\$11,000.00	\$141,245.00	\$93,245.00	\$48,000.00	\$9,520.00	\$40,612.50	\$26,612.50	\$14,000.00	\$2,710.00	\$41,277.54	\$417,365.04	\$4,529,000.00
2026	2027	\$173,181.25	\$113,181.25	\$60,000.00	\$10,725.00	\$142,085.00	\$91,085.00	\$51,000.00	\$9,280.00	\$39,947.50	\$25,947.50	\$14,000.00	\$2,640.00	\$42,103.09	\$419,961.84	\$4,404,000.00
2027	2028	\$170,106.25	\$110,106.25	\$60,000.00	\$10,425.00	\$141,790.00	\$88,790.00	\$53,000.00	\$9,025.00	\$40,282.50	\$25,282.50	\$15,000.00	\$2,570.00	\$42,945.15	\$417,143.90	\$4,276,000.00
2028	2029	\$172,031.25	\$107,031.25	\$65,000.00	\$10,125.00	\$142,405.00	\$86,405.00	\$56,000.00	\$8,760.00	\$40,570.00	\$24,570.00	\$16,000.00	\$2,495.00	\$43,804.06	\$420,190.31	\$4,139,000.00
2029	2030	\$173,700.00	\$103,700.00	\$70,000.00	\$9,800.00	\$141,885.00	\$83,885.00	\$58,000.00	\$8,480.00	\$40,810.00	\$23,810.00	\$17,000.00	\$2,415.00	\$44,680.14	\$421,770.14	\$3,994,000.00
2030	2031	\$170,112.50	\$100,112.50	\$70,000.00	\$9,450.00	\$142,275.00	\$81,275.00	\$61,000.00	\$8,190.00	\$41,002.50	\$23,002.50	\$18,000.00	\$2,330.00	\$45,573.74	\$418,933.74	\$3,845,000.00
2031	2032	\$171,525.00	\$96,525.00	\$75,000.00	\$9,100.00	\$142,530.00	\$78,530.00	\$64,000.00	\$7,885.00	\$40,147.50	\$22,147.50	\$18,000.00	\$2,240.00	\$46,485.22	\$419,912.72	\$3,688,000.00
2032	2033	\$172,681.25	\$92,681.25	\$80,000.00	\$8,725.00	\$143,650.00	\$75,650.00	\$68,000.00	\$7,565.00	\$40,292.50	\$21,292.50	\$19,000.00	\$2,150.00	\$47,414.92	\$422,478.67	\$3,521,000.00
2033	2034	\$173,581.25	\$88,581.25	\$85,000.00	\$8,325.00	\$143,250.00	\$72,250.00	\$71,000.00	\$7,225.00	\$40,390.00	\$20,390.00	\$20,000.00	\$2,055.00	\$48,363.22	\$423,189.47	\$3,345,000.00
2034	2035	\$174,225.00	\$84,225.00	\$90,000.00	\$7,900.00	\$143,700.00	\$68,700.00	\$75,000.00	\$6,870.00	\$40,440.00	\$19,440.00	\$21,000.00	\$1,955.00	\$49,330.48	\$424,420.48	\$3,159,000.00
2035	2036	\$174,612.50	\$79,612.50	\$95,000.00	\$7,450.00	\$143,950.00	\$64,950.00	\$79,000.00	\$6,495.00	\$41,442.50	\$18,442.50	\$23,000.00	\$1,850.00	\$50,317.09	\$426,117.09	\$2,962,000.00
2036	2037	\$169,743.75	\$74,743.75	\$95,000.00	\$6,975.00	\$145,000.00	\$61,000.00	\$84,000.00	\$6,100.00	\$41,350.00	\$17,350.00	\$24,000.00	\$1,735.00	\$51,323.43	\$422,227.18	\$2,759,000.00
2037	2038	\$169,875.00	\$69,875.00	\$100,000.00	\$6,500.00	\$144,800.00	\$56,800.00	\$88,000.00	\$5,680.00	\$41,150.00	\$16,150.00	\$25,000.00	\$1,615.00	\$52,349.90	\$421,969.90	\$2,546,000.00
2038	2039	\$174,500.00	\$64,500.00	\$110,000.00	\$6,000.00	\$145,400.00	\$52,400.00	\$93,000.00	\$5,240.00	\$40,900.00	\$14,900.00	\$26,000.00	\$1,490.00	\$53,396.90	\$426,926.90	\$2,317,000.00
2039	2040	\$173,587.50	\$58,587.50	\$115,000.00	\$5,450.00	\$145,750.00	\$47,750.00	\$98,000.00	\$4,775.00	\$41,600.00	\$13,600.00	\$28,000.00	\$1,360.00	\$54,464.84	\$426,987.34	\$2,076,000.00
2040	2041	\$172,406.25	\$52,406.25	\$120,000.00	\$4,875.00	\$146,850.00	\$42,850.00	\$104,000.00	\$4,285.00	\$41,200.00	\$12,200.00	\$29,000.00	\$1,220.00	\$55,554.14	\$426,390.39	\$1,823,000.00
2041	2042	\$170,956.25	\$45,956.25	\$125,000.00	\$4,275.00	\$146,650.00	\$37,650.00	\$109,000.00	\$3,765.00	\$41,750.00	\$10,750.00	\$31,000.00	\$1,075.00	\$56,665.22	\$425,136.47	\$1,558,000.00
2042	2043	\$174,237.50	\$39,237.50	\$135,000.00	\$3,650.00	\$147,200.00	\$32,200.00	\$115,000.00	\$3,220.00	\$42,200.00	\$9,200.00	\$33,000.00	\$920.00	\$57,798.53	\$429,226.03	\$1,275,000.00
2043	2044	\$171,981.25	\$31,981.25	\$140,000.00	\$2,975.00	\$148,450.00	\$26,450.00	\$122,000.00	\$2,645.00	\$42,550.00	\$7,550.00	\$35,000.00	\$755.00	\$58,954.49	\$428,310.74	\$978,000.00
2044	2045	\$169,456.25	\$24,456.25	\$145,000.00	\$2,275.00	\$148,350.00	\$20,350.00	\$128,000.00	\$2,035.00	\$42,800.00	\$5,800.00	\$37,000.00	\$580.00	\$60,133.59	\$425,629.84	\$668,000.00
2045	2046	\$171,662.50	\$16,662.50	\$155,000.00	\$1,550.00	\$149,950.00	\$13,950.00	\$136,000.00	\$1,395.00	\$41,950.00	\$3,950.00	\$38,000.00	\$395.00	\$61,336.25	\$428,238.75	\$339,000.00
2046	2047	\$163,331.25	\$8,331.25	\$155,000.00	\$775.00	\$150,150.00	\$7,150.00	\$143,000.00	\$715.00	\$43,050.00	\$2,050.00	\$41,000.00	\$205.00	\$62,562.98	\$420,789.23	\$0.00
		\$4,123,693.75	\$1,818,693.75	\$2,305,000.00	\$171,125.00	\$3,469,925.00	\$1,475,925.00	\$1,994,000.00	\$148,870.00	\$986,467.50	\$419,467.50	\$567,000.00	\$42,370.00	\$1,206,977.79	\$10,149,429.04	

(1) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(2) Bears interest at the rate of interest on the NIA Bonds plus an additional 0.50% for purposes of the Additional Interest Reserve.

(3) Assumes tax bill for the Tax Year is already paid.

Deerbrooke PID Amortization Schedule (SIA)

Appendix B
Deerbrooke PID
Revised Annual Installments in Southern Improvement Area

Lot Type: Total
Unit Count: 1

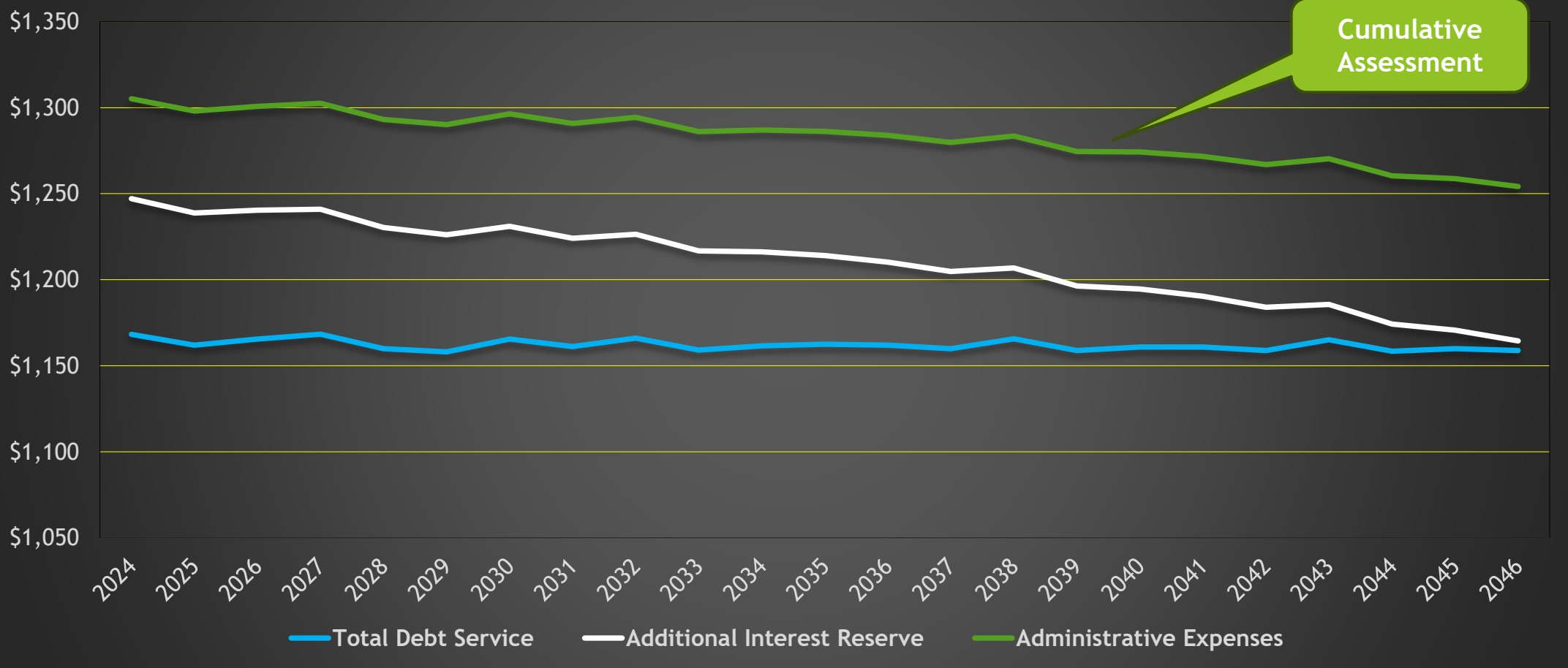
		SIA Series 2017 (2)						
Tax Year (1)	Bond Year	Gross Debt Service			Additional Interest Reserve	Administrative Expenses	Annual Installments	Assessment Balance (3)
		Total	Interest	Principal				
2024	2025	\$560,031.25	\$365,031.25	\$195,000.00	\$37,600.00	\$27,678.59	\$625,309.84	\$7,325,000.00
2025	2026	\$556,987.50	\$356,987.50	\$200,000.00	\$36,625.00	\$28,232.12	\$621,844.62	\$7,125,000.00
2026	2027	\$558,737.50	\$348,737.50	\$210,000.00	\$35,625.00	\$28,797.21	\$623,159.71	\$6,915,000.00
2027	2028	\$560,075.00	\$340,075.00	\$220,000.00	\$34,575.00	\$29,370.81	\$624,020.81	\$6,695,000.00
2028	2029	\$556,000.00	\$331,000.00	\$225,000.00	\$33,475.00	\$29,959.96	\$619,434.96	\$6,470,000.00
2029	2030	\$555,087.50	\$320,087.50	\$235,000.00	\$32,350.00	\$30,557.57	\$617,995.07	\$6,235,000.00
2030	2031	\$558,687.50	\$308,687.50	\$250,000.00	\$31,175.00	\$31,168.35	\$621,030.85	\$5,985,000.00
2031	2032	\$556,575.00	\$296,575.00	\$260,000.00	\$29,925.00	\$31,792.33	\$618,292.33	\$5,725,000.00
2032	2033	\$558,962.50	\$283,962.50	\$275,000.00	\$28,625.00	\$32,429.63	\$620,017.13	\$5,450,000.00
2033	2034	\$555,637.50	\$270,637.50	\$285,000.00	\$27,250.00	\$33,078.04	\$615,965.54	\$5,165,000.00
2034	2035	\$556,825.00	\$256,825.00	\$300,000.00	\$25,825.00	\$33,738.62	\$616,388.62	\$4,865,000.00
2035	2036	\$557,275.00	\$242,275.00	\$315,000.00	\$24,325.00	\$34,413.77	\$616,013.77	\$4,550,000.00
2036	2037	\$557,000.00	\$227,000.00	\$330,000.00	\$22,750.00	\$35,101.51	\$614,851.51	\$4,220,000.00
2037	2038	\$556,000.00	\$211,000.00	\$345,000.00	\$21,100.00	\$35,804.89	\$612,904.89	\$3,875,000.00
2038	2039	\$558,750.00	\$193,750.00	\$365,000.00	\$19,375.00	\$36,520.86	\$614,645.86	\$3,510,000.00
2039	2040	\$555,500.00	\$175,500.00	\$380,000.00	\$17,550.00	\$37,250.89	\$610,300.89	\$3,130,000.00
2040	2041	\$556,500.00	\$156,500.00	\$400,000.00	\$15,650.00	\$37,995.31	\$610,145.31	\$2,730,000.00
2041	2042	\$556,500.00	\$136,500.00	\$420,000.00	\$13,650.00	\$38,756.08	\$608,906.08	\$2,310,000.00
2042	2043	\$555,500.00	\$115,500.00	\$440,000.00	\$11,550.00	\$39,529.46	\$606,579.46	\$1,870,000.00
2043	2044	\$558,500.00	\$93,500.00	\$465,000.00	\$9,350.00	\$40,320.60	\$608,170.60	\$1,405,000.00
2044	2045	\$555,250.00	\$70,250.00	\$485,000.00	\$7,025.00	\$41,126.86	\$603,401.86	\$920,000.00
2045	2046	\$556,000.00	\$46,000.00	\$510,000.00	\$4,600.00	\$41,950.83	\$602,550.83	\$410,000.00
2046	2047	\$430,500.00	\$20,500.00	\$410,000.00	\$2,050.00	\$42,790.12	\$475,340.12	\$0.00
Total		\$13,246,293.75	\$5,541,293.75	\$7,705,000.00	\$560,725.00	\$825,566.63	\$14,632,585.38	

(1) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(2) Bears interest at the rate of interest on the SIA Bonds plus an additional 0.50% for purposes of the Additional Interest Reserve.

(2) Assumes tax bill for the Tax Year is already paid.

Deerbrooke PID Annual Assessments (e.g. SIA 50' Lot)



Deerbrooke PID Annual Assessments (NIA 40' Lot)

Deerbrooke PID
Revised Annual Installments in Northern Improvement Area

Lot Type: 40
Unit Count: 1

Tax Year (1)	Bond Year	NIA Series 2017 (2)				2022 Major Improvement Bonds (2)				Neighborhood Improvement Bonds (2)				Administrative Expenses	Annual Installments	Assessment Balance (3)
		Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve			
		Total	Interest	Principal		Total	Interest	Principal		Total	Interest	Principal				
2024	2025	\$418.37	\$285.99	\$132.38	\$27.14	\$340.14	\$229.42	\$110.72	\$23.47	\$96.83	\$65.54	\$31.29	\$6.68	\$97.40	\$1,010.03	\$11,182.54
2025	2026	\$411.58	\$279.20	\$132.38	\$26.48	\$339.96	\$224.43	\$115.53	\$22.91	\$97.75	\$64.05	\$33.70	\$6.52	\$99.35	\$1,004.55	\$10,900.93
2026	2027	\$416.84	\$272.42	\$144.42	\$25.81	\$341.98	\$219.23	\$122.75	\$22.34	\$96.15	\$62.45	\$33.70	\$6.35	\$101.34	\$1,010.81	\$10,600.06
2027	2028	\$409.44	\$265.02	\$144.42	\$25.09	\$341.28	\$213.71	\$127.57	\$21.72	\$96.95	\$60.85	\$36.10	\$6.19	\$103.36	\$1,004.03	\$10,291.97
2028	2029	\$414.06	\$257.61	\$156.45	\$24.37	\$342.76	\$207.97	\$134.79	\$21.08	\$97.65	\$59.14	\$38.51	\$6.01	\$105.43	\$1,011.36	\$9,962.22
2029	2030	\$418.08	\$249.60	\$168.48	\$23.59	\$341.50	\$201.90	\$139.60	\$20.41	\$98.23	\$57.31	\$40.92	\$5.81	\$107.54	\$1,015.16	\$9,613.22
2030	2031	\$409.44	\$240.96	\$168.48	\$22.75	\$342.44	\$195.62	\$146.82	\$19.71	\$98.69	\$55.37	\$43.32	\$5.61	\$109.69	\$1,008.33	\$9,254.60
2031	2032	\$412.85	\$232.33	\$180.52	\$21.90	\$343.06	\$189.02	\$154.04	\$18.98	\$96.63	\$53.31	\$43.32	\$5.39	\$111.89	\$1,010.70	\$8,876.72
2032	2033	\$415.63	\$223.08	\$192.55	\$21.00	\$345.75	\$182.08	\$163.67	\$18.21	\$96.98	\$51.25	\$45.73	\$5.18	\$114.12	\$1,016.87	\$8,474.77
2033	2034	\$417.80	\$213.21	\$204.59	\$20.04	\$344.79	\$173.90	\$170.89	\$17.39	\$97.22	\$49.08	\$48.14	\$4.95	\$116.41	\$1,018.60	\$8,051.15
2034	2035	\$419.34	\$202.72	\$216.62	\$19.01	\$345.88	\$165.36	\$180.52	\$16.54	\$97.34	\$46.79	\$50.55	\$4.71	\$118.73	\$1,021.55	\$7,603.46
2035	2036	\$420.28	\$191.62	\$228.66	\$17.93	\$346.48	\$156.33	\$190.15	\$15.63	\$99.75	\$44.39	\$55.36	\$4.45	\$121.11	\$1,025.63	\$7,129.29
2036	2037	\$408.56	\$179.90	\$228.66	\$16.79	\$349.00	\$146.82	\$202.18	\$14.68	\$99.53	\$41.76	\$57.77	\$4.18	\$123.53	\$1,016.27	\$6,640.68
2037	2038	\$408.87	\$168.18	\$240.69	\$15.64	\$348.52	\$136.71	\$211.81	\$13.67	\$99.04	\$38.87	\$60.17	\$3.89	\$126.00	\$1,015.63	\$6,128.01
2038	2039	\$420.01	\$155.25	\$264.76	\$14.44	\$349.96	\$126.12	\$223.84	\$12.61	\$98.44	\$35.86	\$62.58	\$3.59	\$128.52	\$1,027.57	\$5,576.83
2039	2040	\$417.82	\$141.02	\$276.80	\$13.12	\$350.81	\$114.93	\$235.88	\$11.49	\$100.12	\$32.73	\$67.39	\$3.27	\$131.09	\$1,027.72	\$4,996.76
2040	2041	\$414.97	\$126.14	\$288.83	\$11.73	\$353.46	\$103.14	\$250.32	\$10.31	\$99.16	\$29.36	\$69.80	\$2.94	\$133.71	\$1,026.28	\$4,387.81
2041	2042	\$411.48	\$110.61	\$300.87	\$10.29	\$352.97	\$90.62	\$262.35	\$9.06	\$100.48	\$25.87	\$74.61	\$2.59	\$136.39	\$1,023.26	\$3,749.98
2042	2043	\$419.37	\$94.44	\$324.93	\$8.79	\$354.30	\$77.50	\$276.80	\$7.75	\$101.57	\$22.14	\$79.43	\$2.21	\$139.12	\$1,033.11	\$3,068.82
2043	2044	\$413.95	\$76.98	\$336.97	\$7.16	\$357.30	\$63.66	\$293.64	\$6.37	\$102.41	\$18.17	\$84.24	\$1.82	\$141.90	\$1,030.91	\$2,353.97
2044	2045	\$407.86	\$58.86	\$349.00	\$5.48	\$357.07	\$48.98	\$308.09	\$4.90	\$103.02	\$13.96	\$89.06	\$1.40	\$144.74	\$1,024.47	\$1,607.81
2045	2046	\$413.18	\$40.11	\$373.07	\$3.73	\$360.92	\$33.58	\$327.34	\$3.36	\$100.97	\$9.51	\$91.46	\$0.95	\$147.63	\$1,030.74	\$815.94
2046	2047	\$393.12	\$20.05	\$373.07	\$1.87	\$361.40	\$17.21	\$344.19	\$1.72	\$103.61	\$4.93	\$98.68	\$0.49	\$150.58	\$1,012.79	\$0.00
		\$9,925.40	\$4,377.45	\$5,547.95	\$411.89	\$8,351.81	\$3,552.42	\$4,799.39	\$358.31	\$2,374.31	\$1,009.60	\$1,364.71	\$102.00	\$2,905.07	\$24,428.79	

(1) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(2) Bears interest at the rate of interest on the NIA Bonds plus an additional 0.50% for purposes of the Additional Interest Reserve.

(3) Assumes tax bill for the Tax Year is already paid.

Deerbrooke PID Annual Assessments (NIA 50' Lot)

Deerbrooke PID
Revised Annual Installments in Northern Improvement Area

Lot Type: 50
Unit Count: 1

Tax Year (1)	Bond Year	NIA Series 2017 (2)				2022 Major Improvement Bonds (2)				Neighborhood Improvement Bonds (2)				Administrative Expenses	Annual Installments	Assessment Balance (3)
		Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve			
		Total	Interest	Principal		Total	Interest	Principal		Total	Interest	Principal				
2024	2025	\$528.42	\$361.22	\$167.20	\$34.28	\$429.60	\$289.76	\$139.84	\$29.64	\$122.30	\$82.78	\$39.52	\$8.44	\$123.03	\$1,275.71	\$14,124.22
2025	2026	\$519.85	\$352.65	\$167.20	\$33.44	\$429.39	\$283.47	\$145.92	\$28.94	\$123.46	\$80.90	\$42.56	\$8.24	\$125.49	\$1,268.81	\$13,768.54
2026	2027	\$526.48	\$344.08	\$182.40	\$32.60	\$431.95	\$276.91	\$155.04	\$28.21	\$121.44	\$78.88	\$42.56	\$8.03	\$128.00	\$1,276.71	\$13,388.54
2027	2028	\$517.13	\$334.73	\$182.40	\$31.69	\$431.05	\$269.93	\$161.12	\$27.44	\$122.46	\$76.86	\$45.60	\$7.81	\$130.56	\$1,268.14	\$12,999.42
2028	2029	\$522.98	\$325.38	\$197.60	\$30.78	\$432.92	\$262.68	\$170.24	\$26.63	\$123.33	\$74.69	\$48.64	\$7.59	\$133.17	\$1,277.40	\$12,582.94
2029	2030	\$528.07	\$315.26	\$212.81	\$29.79	\$431.34	\$255.02	\$176.32	\$25.78	\$124.06	\$72.38	\$51.68	\$7.34	\$135.83	\$1,282.21	\$12,142.13
2030	2031	\$517.16	\$304.35	\$212.81	\$28.73	\$432.52	\$247.08	\$185.44	\$24.90	\$124.65	\$69.93	\$54.72	\$7.08	\$138.55	\$1,273.59	\$11,689.16
2031	2032	\$521.45	\$293.44	\$228.01	\$27.66	\$433.30	\$238.74	\$194.56	\$23.97	\$122.05	\$67.33	\$54.72	\$6.81	\$141.32	\$1,276.56	\$11,211.87
2032	2033	\$524.97	\$281.76	\$243.21	\$26.52	\$436.71	\$229.98	\$206.73	\$23.00	\$122.49	\$64.73	\$57.76	\$6.54	\$144.15	\$1,284.38	\$10,704.17
2033	2034	\$527.70	\$269.29	\$258.41	\$25.31	\$435.50	\$219.65	\$215.85	\$21.96	\$122.79	\$61.99	\$60.80	\$6.25	\$147.03	\$1,286.54	\$10,169.11
2034	2035	\$529.66	\$256.05	\$273.61	\$24.02	\$436.86	\$208.85	\$228.01	\$20.89	\$122.94	\$59.10	\$63.84	\$5.94	\$149.97	\$1,290.28	\$9,603.65
2035	2036	\$530.84	\$242.03	\$288.81	\$22.65	\$437.62	\$197.45	\$240.17	\$19.75	\$125.99	\$56.07	\$69.92	\$5.62	\$152.97	\$1,295.44	\$9,004.75
2036	2037	\$516.04	\$227.23	\$288.81	\$21.20	\$440.81	\$185.44	\$255.37	\$18.54	\$125.71	\$52.75	\$72.96	\$5.27	\$156.03	\$1,283.60	\$8,387.61
2037	2038	\$516.44	\$212.43	\$304.01	\$19.76	\$440.21	\$172.68	\$267.53	\$17.27	\$125.10	\$49.10	\$76.00	\$4.91	\$159.15	\$1,282.84	\$7,740.07
2038	2039	\$530.49	\$196.08	\$334.41	\$18.24	\$442.03	\$159.30	\$282.73	\$15.93	\$124.34	\$45.30	\$79.04	\$4.53	\$162.33	\$1,297.89	\$7,043.89
2039	2040	\$527.72	\$178.11	\$349.61	\$16.57	\$443.09	\$145.16	\$297.93	\$14.52	\$126.47	\$41.35	\$85.12	\$4.13	\$165.58	\$1,298.08	\$6,311.23
2040	2041	\$524.13	\$159.32	\$364.81	\$14.82	\$446.44	\$130.27	\$316.17	\$13.03	\$125.25	\$37.09	\$88.16	\$3.71	\$168.89	\$1,296.27	\$5,542.09
2041	2042	\$519.72	\$139.71	\$380.01	\$13.00	\$445.83	\$114.46	\$331.37	\$11.45	\$126.92	\$32.68	\$94.24	\$3.27	\$172.27	\$1,292.46	\$4,736.47
2042	2043	\$529.69	\$119.28	\$410.41	\$11.10	\$447.50	\$97.89	\$349.61	\$9.79	\$128.29	\$27.97	\$100.32	\$2.80	\$175.71	\$1,304.88	\$3,876.13
2043	2044	\$522.84	\$97.23	\$425.61	\$9.04	\$451.30	\$80.41	\$370.89	\$8.04	\$129.35	\$22.95	\$106.40	\$2.30	\$179.23	\$1,302.10	\$2,973.22
2044	2045	\$515.16	\$74.35	\$440.81	\$6.92	\$451.00	\$61.87	\$389.13	\$6.19	\$130.11	\$17.63	\$112.48	\$1.76	\$182.81	\$1,293.95	\$2,030.79
2045	2046	\$521.87	\$50.66	\$471.21	\$4.71	\$455.86	\$42.41	\$413.45	\$4.24	\$127.53	\$12.01	\$115.52	\$1.20	\$186.47	\$1,301.88	\$1,030.60
2046	2047	\$496.54	\$25.33	\$471.21	\$2.36	\$456.47	\$21.74	\$434.73	\$2.17	\$130.87	\$6.23	\$124.64	\$0.62	\$190.20	\$1,279.23	\$0.00
		\$12,536.36	\$5,528.98	\$7,007.38	\$520.23	\$10,548.84	\$4,486.93	\$6,061.91	\$452.59	\$2,998.89	\$1,275.21	\$1,723.68	\$128.81	\$3,660.35	\$30,855.07	

(1) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(2) Bears interest at the rate of interest on the NIA Bonds plus an additional 0.50% for purposes of the Additional Interest Reserve.

(3) Assumes tax bill for the Tax Year is already paid.

Deerbrooke PID Annual Assessments (NIA 60' Lot)

Deerbrooke PID
Revised Annual Installments in Northern Improvement Area

Lot Type: 60
Unit Count: 1

Tax Year (1)	Bond Year	NIA Series 2017 (2)				2022 Major Improvement Bonds (2)				Neighborhood Improvement Bonds (2)				Administrative Expenses	Annual Installments	Assessment Balance (3)
		Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve			
		Total	Interest	Principal		Total	Interest	Principal		Total	Interest	Principal				
2024	2025	\$617.96	\$422.42	\$195.54	\$40.08	\$502.40	\$338.86	\$163.54	\$34.66	\$143.03	\$96.81	\$46.22	\$9.87	\$143.87	\$1,491.87	\$16,517.47
2025	2026	\$607.94	\$412.40	\$195.54	\$39.11	\$502.16	\$331.51	\$170.65	\$33.85	\$144.38	\$94.61	\$49.77	\$9.63	\$146.75	\$1,483.82	\$16,101.51
2026	2027	\$615.69	\$402.38	\$213.31	\$38.13	\$505.15	\$323.83	\$181.32	\$32.99	\$142.02	\$92.25	\$49.77	\$9.39	\$149.68	\$1,493.05	\$15,657.11
2027	2028	\$604.76	\$391.45	\$213.31	\$37.06	\$504.10	\$315.67	\$188.43	\$32.09	\$143.21	\$89.88	\$53.33	\$9.14	\$152.68	\$1,483.04	\$15,202.04
2028	2029	\$611.61	\$380.52	\$231.09	\$36.00	\$506.28	\$307.19	\$199.09	\$31.14	\$144.23	\$87.35	\$56.88	\$8.87	\$155.73	\$1,493.86	\$14,714.98
2029	2030	\$617.53	\$368.67	\$248.86	\$34.84	\$504.43	\$298.23	\$206.20	\$30.15	\$145.09	\$84.65	\$60.44	\$8.59	\$158.85	\$1,499.48	\$14,199.48
2030	2031	\$604.78	\$355.92	\$248.86	\$33.60	\$505.82	\$288.95	\$216.87	\$29.12	\$145.77	\$81.78	\$63.99	\$8.28	\$162.02	\$1,489.39	\$13,669.76
2031	2032	\$609.81	\$343.17	\$266.64	\$32.35	\$506.72	\$279.19	\$227.53	\$28.03	\$142.73	\$78.74	\$63.99	\$7.96	\$165.26	\$1,492.86	\$13,111.60
2032	2033	\$613.92	\$329.50	\$284.42	\$31.02	\$510.70	\$268.95	\$241.75	\$26.90	\$143.25	\$75.70	\$67.55	\$7.64	\$168.57	\$1,502.00	\$12,517.88
2033	2034	\$617.11	\$314.92	\$302.19	\$29.60	\$509.28	\$256.86	\$252.42	\$25.69	\$143.59	\$72.49	\$71.10	\$7.31	\$171.94	\$1,504.52	\$11,892.17
2034	2035	\$619.41	\$299.44	\$319.97	\$28.09	\$510.88	\$244.24	\$266.64	\$24.42	\$143.77	\$69.11	\$74.66	\$6.95	\$175.38	\$1,508.90	\$11,230.90
2035	2036	\$620.78	\$283.04	\$337.74	\$26.49	\$511.77	\$230.91	\$280.86	\$23.09	\$147.34	\$65.57	\$81.77	\$6.58	\$178.89	\$1,514.94	\$10,530.53
2036	2037	\$603.47	\$265.73	\$337.74	\$24.80	\$515.51	\$216.87	\$298.64	\$21.69	\$147.00	\$61.68	\$85.32	\$6.17	\$182.46	\$1,501.10	\$9,808.83
2037	2038	\$603.94	\$248.42	\$355.52	\$23.11	\$514.80	\$201.94	\$312.86	\$20.19	\$146.30	\$57.42	\$88.88	\$5.74	\$186.11	\$1,500.19	\$9,051.57
2038	2039	\$620.38	\$229.31	\$391.07	\$21.33	\$516.92	\$186.29	\$330.63	\$18.63	\$145.41	\$52.97	\$92.44	\$5.30	\$189.84	\$1,517.81	\$8,237.43
2039	2040	\$617.14	\$208.29	\$408.85	\$19.38	\$518.17	\$169.76	\$348.41	\$16.98	\$147.90	\$48.35	\$99.55	\$4.84	\$193.63	\$1,518.04	\$7,380.62
2040	2041	\$612.93	\$186.31	\$426.62	\$17.33	\$522.08	\$152.34	\$369.74	\$15.23	\$146.47	\$43.37	\$103.10	\$4.34	\$197.51	\$1,515.89	\$6,481.16
2041	2042	\$607.78	\$163.38	\$444.40	\$15.20	\$521.37	\$133.85	\$387.52	\$13.39	\$148.43	\$38.22	\$110.21	\$3.82	\$201.46	\$1,511.45	\$5,539.03
2042	2043	\$619.45	\$139.50	\$479.95	\$12.98	\$523.33	\$114.48	\$408.85	\$11.45	\$150.03	\$32.71	\$117.32	\$3.27	\$205.48	\$1,525.99	\$4,532.91
2043	2044	\$611.43	\$113.70	\$497.73	\$10.58	\$527.78	\$94.04	\$433.74	\$9.40	\$151.27	\$26.84	\$124.43	\$2.68	\$209.59	\$1,522.73	\$3,477.00
2044	2045	\$602.45	\$86.95	\$515.50	\$8.09	\$527.42	\$72.35	\$455.07	\$7.23	\$152.16	\$20.62	\$131.54	\$2.06	\$213.79	\$1,513.20	\$2,374.88
2045	2046	\$610.30	\$59.24	\$551.06	\$5.51	\$533.11	\$49.60	\$483.51	\$4.96	\$149.14	\$14.04	\$135.10	\$1.40	\$218.06	\$1,522.48	\$1,205.21
2046	2047	\$580.68	\$29.62	\$551.06	\$2.76	\$533.81	\$25.42	\$508.39	\$2.54	\$153.05	\$7.29	\$145.76	\$0.73	\$222.42	\$1,495.99	\$0.00
		\$14,660.54	\$6,465.81	\$8,194.73	\$608.41	\$12,336.32	\$5,247.23	\$7,089.09	\$529.27	\$3,507.06	\$1,491.28	\$2,015.78	\$150.64	\$4,291.02	\$36,083.26	

(1) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(2) Bears interest at the rate of interest on the NIA Bonds plus an additional 0.50% for purposes of the Additional Interest Reserve.

(3) Assumes tax bill for the Tax Year is already paid.

Deerbrooke PID Annual Assessments (SIA 40' Lot)

Appendix B
Deerbrooke PID
Revised Annual Installments in Southern Improvement Area

Lot Type: 40
Unit Count: 1

		SIA Series 2017 (2)						
Tax Year (1)	Bond Year	Gross Debt Service			Additional Interest Reserve	Administrative Expenses	Annual Installments	Assessment Balance (3)
		Total	Interest	Principal				
2024	2025	\$924.93	\$606.43	\$318.50	\$62.43	\$45.97	\$1,033.33	\$12,168.42
2025	2026	\$919.96	\$593.29	\$326.67	\$60.84	\$46.89	\$1,027.69	\$11,841.75
2026	2027	\$922.82	\$579.82	\$343.00	\$59.21	\$47.82	\$1,029.85	\$11,498.75
2027	2028	\$925.01	\$565.67	\$359.34	\$57.49	\$48.78	\$1,031.28	\$11,139.41
2028	2029	\$918.35	\$550.85	\$367.50	\$55.70	\$49.76	\$1,023.81	\$10,771.91
2029	2030	\$916.86	\$533.02	\$383.84	\$53.86	\$50.75	\$1,021.47	\$10,388.07
2030	2031	\$922.74	\$514.40	\$408.34	\$51.94	\$51.77	\$1,026.45	\$9,979.73
2031	2032	\$919.29	\$494.62	\$424.67	\$49.90	\$52.80	\$1,021.99	\$9,555.06
2032	2033	\$923.19	\$474.02	\$449.17	\$47.78	\$53.86	\$1,024.83	\$9,105.89
2033	2034	\$917.75	\$452.25	\$465.50	\$45.53	\$54.94	\$1,018.22	\$8,640.39
2034	2035	\$919.69	\$429.69	\$490.00	\$43.20	\$56.03	\$1,018.92	\$8,150.39
2035	2036	\$920.43	\$405.93	\$514.50	\$40.75	\$57.15	\$1,018.33	\$7,635.89
2036	2037	\$919.98	\$380.98	\$539.00	\$38.18	\$58.30	\$1,016.46	\$7,096.89
2037	2038	\$918.34	\$354.84	\$563.50	\$35.48	\$59.46	\$1,013.28	\$6,533.39
2038	2039	\$922.84	\$326.67	\$596.17	\$32.67	\$60.65	\$1,016.16	\$5,937.22
2039	2040	\$917.53	\$296.86	\$620.67	\$29.69	\$61.87	\$1,009.09	\$5,316.55
2040	2041	\$919.17	\$265.83	\$653.34	\$26.58	\$63.10	\$1,008.85	\$4,663.21
2041	2042	\$919.17	\$233.16	\$686.01	\$23.32	\$64.37	\$1,006.86	\$3,977.20
2042	2043	\$917.53	\$198.86	\$718.67	\$19.89	\$65.65	\$1,003.07	\$3,258.53
2043	2044	\$922.44	\$162.93	\$759.51	\$16.29	\$66.97	\$1,005.70	\$2,499.02
2044	2045	\$917.12	\$124.95	\$792.17	\$12.50	\$68.31	\$997.93	\$1,706.85
2045	2046	\$918.35	\$85.34	\$833.01	\$8.53	\$69.67	\$996.55	\$873.84
2046	2047	\$917.53	\$43.69	\$873.84	\$4.37	\$71.07	\$992.97	\$0.00
Total		\$22,082.09	\$9,293.00	\$12,789.09	\$940.08	\$1,371.01	\$24,393.18	

(1) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(2) Bears interest at the rate of interest on the SIA Bonds plus an additional 0.50% for purposes of the Additional Interest Reserve.

(2) Assumes tax bill for the Tax Year is already paid.

Deerbrooke PID Annual Assessments (SIA 50' Lot)

Appendix B
Deerbrooke PID
Revised Annual Installments in Southern Improvement Area

Lot Type: 50
Unit Count: 1

		SIA Series 2017 (2)						
Tax Year (1)	Bond Year	Gross Debt Service			Additional Interest Reserve	Administrative Expenses	Annual Installments	Assessment Balance (3)
		Total	Interest	Principal				
2024	2025	\$1,168.24	\$765.95	\$402.29	\$78.86	\$58.06	\$1,305.16	\$15,369.40
2025	2026	\$1,161.96	\$749.36	\$412.60	\$76.85	\$59.22	\$1,298.03	\$14,956.80
2026	2027	\$1,165.57	\$732.34	\$433.23	\$74.78	\$60.41	\$1,300.76	\$14,523.57
2027	2028	\$1,168.33	\$714.47	\$453.86	\$72.62	\$61.61	\$1,302.56	\$14,069.71
2028	2029	\$1,159.93	\$695.75	\$464.18	\$70.35	\$62.85	\$1,293.13	\$13,605.53
2029	2030	\$1,158.05	\$673.24	\$484.81	\$68.03	\$64.10	\$1,290.18	\$13,120.72
2030	2031	\$1,165.47	\$649.72	\$515.75	\$65.60	\$65.38	\$1,296.45	\$12,604.97
2031	2032	\$1,161.11	\$624.73	\$536.38	\$63.02	\$66.69	\$1,290.82	\$12,068.59
2032	2033	\$1,166.04	\$598.71	\$567.33	\$60.34	\$68.03	\$1,294.41	\$11,501.26
2033	2034	\$1,159.18	\$571.22	\$587.96	\$57.51	\$69.39	\$1,286.08	\$10,913.30
2034	2035	\$1,161.62	\$542.72	\$618.90	\$54.57	\$70.77	\$1,286.96	\$10,294.40
2035	2036	\$1,162.56	\$512.71	\$649.85	\$51.47	\$72.19	\$1,286.22	\$9,644.55
2036	2037	\$1,161.99	\$481.20	\$680.79	\$48.22	\$73.63	\$1,283.84	\$8,963.76
2037	2038	\$1,159.93	\$448.19	\$711.74	\$44.82	\$75.11	\$1,279.86	\$8,252.02
2038	2039	\$1,165.60	\$412.60	\$753.00	\$41.26	\$76.61	\$1,283.47	\$7,499.02
2039	2040	\$1,158.89	\$374.95	\$783.94	\$37.50	\$78.14	\$1,274.53	\$6,715.08
2040	2041	\$1,160.95	\$335.75	\$825.20	\$33.58	\$79.70	\$1,274.23	\$5,889.88
2041	2042	\$1,160.95	\$294.49	\$866.46	\$29.45	\$81.30	\$1,271.70	\$5,023.42
2042	2043	\$1,158.89	\$251.17	\$907.72	\$25.12	\$82.92	\$1,266.93	\$4,115.70
2043	2044	\$1,165.08	\$205.78	\$959.30	\$20.58	\$84.58	\$1,270.24	\$3,156.40
2044	2045	\$1,158.38	\$157.82	\$1,000.56	\$15.78	\$86.27	\$1,260.43	\$2,155.84
2045	2046	\$1,159.92	\$107.79	\$1,052.13	\$10.78	\$88.00	\$1,258.70	\$1,103.71
2046	2047	\$1,158.90	\$55.19	\$1,103.71	\$5.52	\$89.76	\$1,254.18	\$0.00
Total		\$27,890.90	\$11,737.55	\$16,153.35	\$1,187.38	\$1,731.64	\$30,809.92	

(1) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(2) Bears interest at the rate of interest on the SIA Bonds plus an additional 0.50% for purposes of the Additional Interest Reserve.

(2) Assumes tax bill for the Tax Year is already paid.

Deerbrooke PID Annual Assessments (SIA 60' Lot)

Appendix B
Deerbrooke PID
Revised Annual Installments in Southern Improvement Area

Lot Type: 60
Unit Count: 1

		SIA Series 2017 (2)						
Tax Year (1)	Bond Year	Gross Debt Service			Additional Interest Reserve	Administrative Expenses	Annual Installments	Assessment Balance (3)
		Total	Interest	Principal				
2024	2025	\$1,366.19	\$895.74	\$470.45	\$92.22	\$67.90	\$1,526.31	\$17,973.67
2025	2026	\$1,358.85	\$876.34	\$482.51	\$89.87	\$69.26	\$1,517.98	\$17,491.16
2026	2027	\$1,363.07	\$856.43	\$506.64	\$87.46	\$70.64	\$1,521.17	\$16,984.52
2027	2028	\$1,366.30	\$835.53	\$530.77	\$84.92	\$72.05	\$1,523.27	\$16,453.75
2028	2029	\$1,356.47	\$813.64	\$542.83	\$82.27	\$73.49	\$1,512.23	\$15,910.92
2029	2030	\$1,354.26	\$787.31	\$566.95	\$79.55	\$74.96	\$1,508.77	\$15,343.97
2030	2031	\$1,362.95	\$759.81	\$603.14	\$76.72	\$76.46	\$1,516.13	\$14,740.83
2031	2032	\$1,357.86	\$730.59	\$627.27	\$73.70	\$77.99	\$1,509.55	\$14,113.56
2032	2033	\$1,363.62	\$700.16	\$663.46	\$70.57	\$79.55	\$1,513.74	\$13,450.10
2033	2034	\$1,355.59	\$668.01	\$687.58	\$67.25	\$81.14	\$1,503.98	\$12,762.52
2034	2035	\$1,358.46	\$634.69	\$723.77	\$63.81	\$82.77	\$1,505.04	\$12,038.75
2035	2036	\$1,359.54	\$599.58	\$759.96	\$60.19	\$84.42	\$1,504.15	\$11,278.79
2036	2037	\$1,358.88	\$562.73	\$796.15	\$56.39	\$86.11	\$1,501.38	\$10,482.64
2037	2038	\$1,356.47	\$524.13	\$832.34	\$52.41	\$87.83	\$1,496.71	\$9,650.30
2038	2039	\$1,363.10	\$482.51	\$880.59	\$48.25	\$89.59	\$1,500.94	\$8,769.71
2039	2040	\$1,355.27	\$438.49	\$916.78	\$43.85	\$91.38	\$1,490.50	\$7,852.93
2040	2041	\$1,357.68	\$392.65	\$965.03	\$39.26	\$93.21	\$1,490.15	\$6,887.90
2041	2042	\$1,357.67	\$344.39	\$1,013.28	\$34.44	\$95.07	\$1,487.18	\$5,874.62
2042	2043	\$1,355.26	\$293.73	\$1,061.53	\$29.37	\$96.97	\$1,481.60	\$4,813.09
2043	2044	\$1,362.50	\$240.65	\$1,121.85	\$24.07	\$98.91	\$1,485.48	\$3,691.24
2044	2045	\$1,354.66	\$184.56	\$1,170.10	\$18.46	\$100.89	\$1,474.01	\$2,521.14
2045	2046	\$1,356.47	\$126.06	\$1,230.41	\$12.61	\$102.91	\$1,471.99	\$1,290.73
2046	2047	\$1,355.27	\$64.54	\$1,290.73	\$6.45	\$104.97	\$1,466.69	\$0.00
Total		\$32,616.87	\$13,726.42	\$18,890.45	\$1,388.54	\$2,025.04	\$36,030.45	

(1) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(2) Bears interest at the rate of interest on the SIA Bonds plus an additional 0.50% for purposes of the Additional Interest Reserve.

(2) Assumes tax bill for the Tax Year is already paid.

Deerbrooke PID Annual Assessments (SIA 70' Lot)

Appendix B
Deerbrooke PID
Revised Annual Installments in Southern Improvement Area

Lot Type: 70
Unit Count: 1

		SIA Series 2017 (2)						
Tax Year (1)	Bond Year	Gross Debt Service			Additional Interest Reserve	Administrative Expenses	Annual Installments	Assessment Balance (3)
		Total	Interest	Principal				
2024	2025	\$1,457.76	\$955.78	\$501.98	\$98.40	\$72.45	\$1,628.61	\$19,178.29
2025	2026	\$1,449.92	\$935.07	\$514.85	\$95.89	\$73.90	\$1,619.71	\$18,663.44
2026	2027	\$1,454.43	\$913.83	\$540.60	\$93.32	\$75.38	\$1,623.13	\$18,122.84
2027	2028	\$1,457.87	\$891.53	\$566.34	\$90.61	\$76.88	\$1,625.36	\$17,556.50
2028	2029	\$1,447.38	\$868.17	\$579.21	\$87.78	\$78.42	\$1,613.58	\$16,977.29
2029	2030	\$1,445.03	\$840.08	\$604.95	\$84.89	\$79.99	\$1,609.91	\$16,372.34
2030	2031	\$1,454.30	\$810.73	\$643.57	\$81.86	\$81.59	\$1,617.75	\$15,728.77
2031	2032	\$1,448.86	\$779.55	\$669.31	\$78.64	\$83.22	\$1,610.72	\$15,059.46
2032	2033	\$1,455.00	\$747.08	\$707.92	\$75.30	\$84.88	\$1,615.18	\$14,351.54
2033	2034	\$1,446.45	\$712.78	\$733.67	\$71.76	\$86.58	\$1,604.79	\$13,617.87
2034	2035	\$1,449.51	\$677.23	\$772.28	\$68.09	\$88.31	\$1,605.91	\$12,845.59
2035	2036	\$1,450.66	\$639.77	\$810.89	\$64.23	\$90.08	\$1,604.97	\$12,034.70
2036	2037	\$1,449.96	\$600.45	\$849.51	\$60.17	\$91.88	\$1,602.01	\$11,185.19
2037	2038	\$1,447.38	\$559.26	\$888.12	\$55.93	\$93.72	\$1,597.03	\$10,297.07
2038	2039	\$1,454.46	\$514.85	\$939.61	\$51.49	\$95.59	\$1,601.54	\$9,357.46
2039	2040	\$1,446.09	\$467.87	\$978.22	\$46.79	\$97.51	\$1,590.39	\$8,379.24
2040	2041	\$1,448.67	\$418.96	\$1,029.71	\$41.90	\$99.46	\$1,590.03	\$7,349.53
2041	2042	\$1,448.67	\$367.48	\$1,081.19	\$36.75	\$101.44	\$1,586.86	\$6,268.34
2042	2043	\$1,446.10	\$313.42	\$1,132.68	\$31.34	\$103.47	\$1,580.91	\$5,135.66
2043	2044	\$1,453.81	\$256.78	\$1,197.03	\$25.68	\$105.54	\$1,585.03	\$3,938.63
2044	2045	\$1,445.45	\$196.93	\$1,248.52	\$19.69	\$107.65	\$1,572.79	\$2,690.11
2045	2046	\$1,447.39	\$134.51	\$1,312.88	\$13.45	\$109.81	\$1,570.65	\$1,377.23
2046	2047	\$1,446.09	\$68.86	\$1,377.23	\$6.89	\$112.00	\$1,564.98	\$0.00
Total		\$34,802.90	\$14,646.39	\$20,156.51	\$1,481.63	\$2,160.78	\$38,445.31	

[1] Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

[2] Bears interest at the rate of interest on the SIA Bonds plus an additional 0.50% for purposes of the Additional Interest Reserve.

[2] Assumes tax bill for the Tax Year is already paid.

Deerbrooke PID Annual Assessments (SIA 80' Lot)

Appendix B
Deerbrooke PID
Revised Annual Installments in Southern Improvement Area

Lot Type: 80
Unit Count: 1

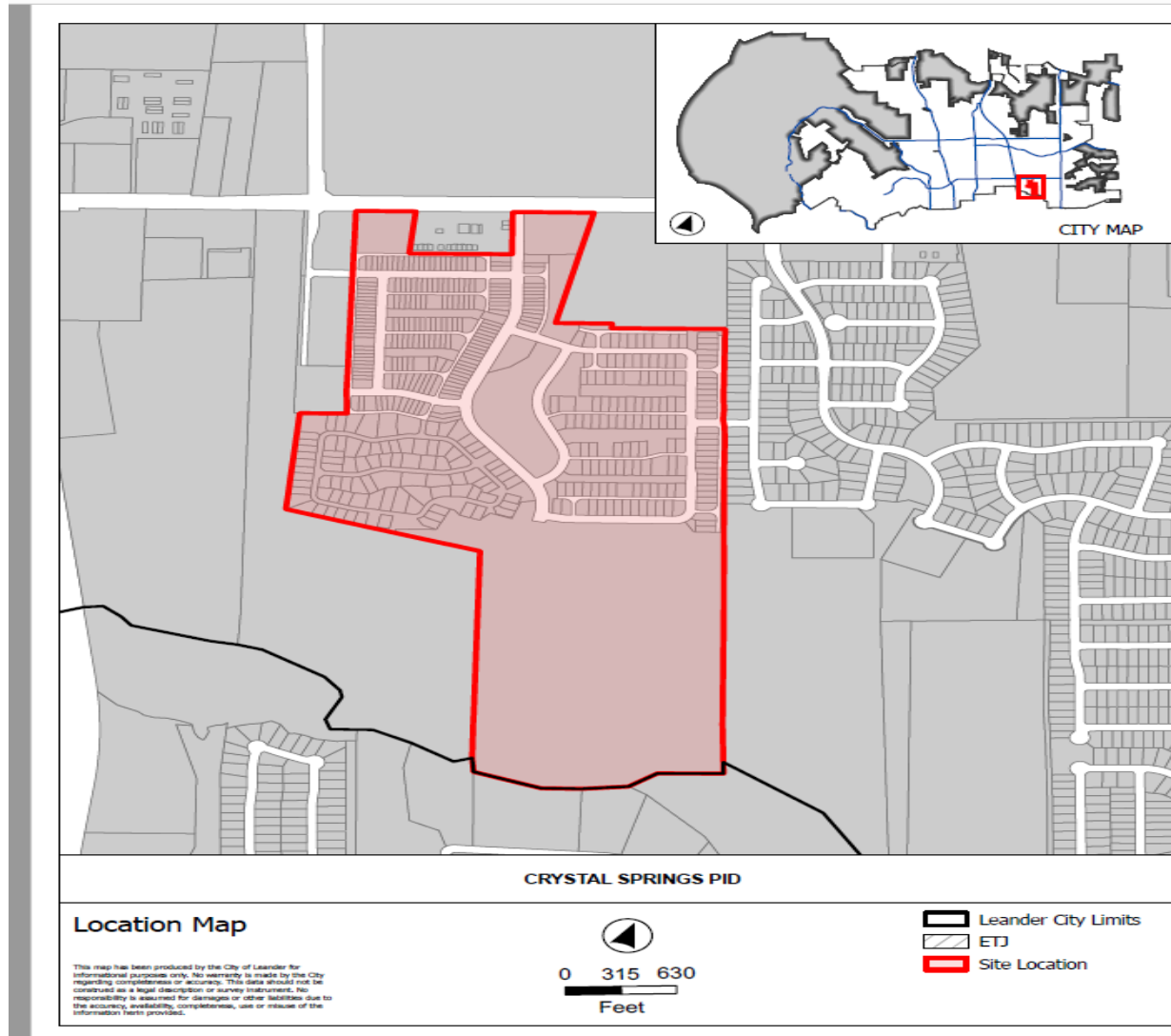
Tax Year [1]	Bond Year	SIA Series 2017 [2] Gross Debt Service			Additional Interest Reserve	Administrative Expenses	Annual Installments	Assessment Balance [3]
		Total	Interest	Principal				
2024	2025	\$1,666.01	\$1,092.32	\$573.69	\$112.46	\$82.80	\$1,861.27	\$21,918.06
2025	2026	\$1,657.05	\$1,068.65	\$588.40	\$109.59	\$84.45	\$1,851.09	\$21,329.66
2026	2027	\$1,662.20	\$1,044.38	\$617.82	\$106.65	\$86.14	\$1,854.99	\$20,711.84
2027	2028	\$1,666.13	\$1,018.89	\$647.24	\$103.56	\$87.87	\$1,857.56	\$20,064.60
2028	2029	\$1,654.15	\$992.20	\$661.95	\$100.32	\$89.62	\$1,844.09	\$19,402.65
2029	2030	\$1,651.46	\$960.09	\$691.37	\$97.01	\$91.42	\$1,839.89	\$18,711.28
2030	2031	\$1,662.05	\$926.55	\$735.50	\$93.56	\$93.24	\$1,848.85	\$17,975.78
2031	2032	\$1,655.85	\$890.92	\$764.93	\$89.88	\$95.11	\$1,840.84	\$17,210.85
2032	2033	\$1,662.87	\$853.81	\$809.06	\$86.05	\$97.01	\$1,845.93	\$16,401.79
2033	2034	\$1,653.09	\$814.61	\$838.48	\$82.01	\$98.95	\$1,834.05	\$15,563.31
2034	2035	\$1,656.58	\$773.97	\$882.61	\$77.82	\$100.93	\$1,835.33	\$14,680.70
2035	2036	\$1,657.91	\$731.17	\$926.74	\$73.40	\$102.95	\$1,834.26	\$13,753.96
2036	2037	\$1,657.10	\$686.23	\$970.87	\$68.77	\$105.01	\$1,830.88	\$12,783.09
2037	2038	\$1,654.15	\$639.15	\$1,015.00	\$63.92	\$107.11	\$1,825.18	\$11,768.09
2038	2039	\$1,662.24	\$588.40	\$1,073.84	\$58.84	\$109.25	\$1,830.33	\$10,694.25
2039	2040	\$1,652.68	\$534.71	\$1,117.97	\$53.47	\$111.44	\$1,817.59	\$9,576.28
2040	2041	\$1,655.62	\$478.81	\$1,176.81	\$47.88	\$113.66	\$1,817.16	\$8,399.47
2041	2042	\$1,655.62	\$419.97	\$1,235.65	\$42.00	\$115.94	\$1,813.56	\$7,163.82
2042	2043	\$1,652.68	\$358.19	\$1,294.49	\$35.82	\$118.26	\$1,806.76	\$5,869.33
2043	2044	\$1,661.51	\$293.47	\$1,368.04	\$29.35	\$120.62	\$1,811.48	\$4,501.29
2044	2045	\$1,651.94	\$225.06	\$1,426.88	\$22.51	\$123.03	\$1,797.48	\$3,074.41
2045	2046	\$1,654.15	\$153.72	\$1,500.43	\$15.37	\$125.49	\$1,795.01	\$1,573.98
2046	2047	\$1,652.68	\$78.70	\$1,573.98	\$7.87	\$128.00	\$1,788.55	\$0.00
Total		\$39,774.76	\$16,738.74	\$23,036.02	\$1,693.29	\$2,469.47	\$43,937.52	

[1] Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

[2] Bears interest at the rate of interest on the SIA Bonds plus an additional 0.50% for purposes of the Additional Interest Reserve.

[2] Assumes tax bill for the Tax Year is already paid.

Crystal Springs PID Boundaries



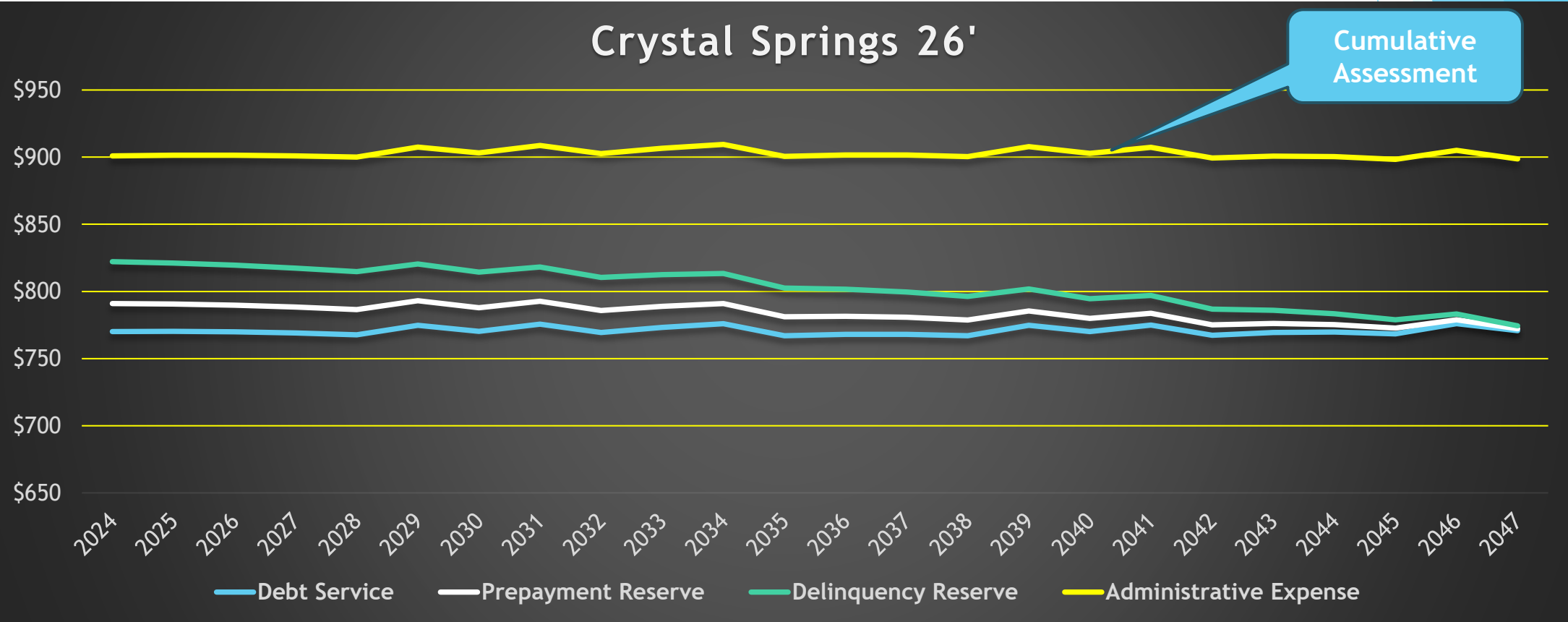
Crystal Springs PID Assessments Per Lot

Lot Type	Lots	Estimated Buildout Value	Percent of Total	Total Assessment	Assessment per Lot
26' Lots	181	\$39,240,619	38.52%	\$2,102,416	\$11,616
41' Lots	139	\$35,209,117	34.57%	\$1,886,419	\$13,571
50' Lots/Condos	91	\$27,411,293	26.91%	\$1,468,630	\$16,139
Total	411	\$101,861,029	100.00%	\$5,457,465	N/A

Crystal Springs PID Project Expenditures (100% Complete as of 10/31/22)

Description	Construction Budget and Completed/Paid to Date				
	Total Budget	Actual Complete at 6/30/2022	% Actual Complete	Actual Paid as of 6/30/2022	% Actual Paid
Authorized Improvements					
Paving and Earthwork	\$3,269,937	\$3,269,937	100.00%	\$3,269,937	100.00%
Drainage and Water Quality Ponds	\$2,184,427	\$2,175,968	99.61%	\$2,167,509	99.22%
Water	\$938,838	\$938,838	100.00%	\$938,838	100.00%
Wastewater	\$912,191	\$912,191	100.00%	\$912,191	100.00%
Developer PID-Related Soft Costs	\$132,081	\$132,081	100.00%	\$132,081	100.00%
Contingency	\$95,366	\$0	0%	\$0	0%
Engineering/Soft Costs	\$408,657	\$407,957	99.82%	\$407,257	99.65%
Project Management	\$531,822	\$518,968	98.00%	\$512,857	96.00%
Total	\$8,473,319	\$8,355,941		\$8,340,671	

Crystal Springs PID Annual Assessments (e.g. 26' Lot)



Crystal Springs PID Annual Assessments (26' Lot)

Appendix A Crystal Springs PID Revised Annual Installments

Lot Type: 26

Tax Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Administrative Expenses	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service					
2024	\$233.37	\$536.81	\$770.18	\$20.79	\$31.19	\$78.80	\$900.96	\$10,162.28
2025	\$243.98	\$526.31	\$770.29	\$20.32	\$30.49	\$80.37	\$901.47	\$9,918.30
2026	\$254.58	\$515.33	\$769.91	\$19.84	\$29.75	\$81.99	\$901.49	\$9,663.72
2027	\$265.19	\$503.88	\$769.07	\$19.32	\$28.99	\$83.62	\$901.00	\$9,398.53
2028	\$275.80	\$491.94	\$767.74	\$18.79	\$28.20	\$85.30	\$900.03	\$9,122.73
2029	\$297.02	\$477.80	\$774.82	\$18.25	\$27.37	\$87.00	\$907.44	\$8,825.71
2030	\$307.63	\$462.59	\$770.22	\$17.65	\$26.48	\$88.74	\$903.09	\$8,518.08
2031	\$328.84	\$446.81	\$775.65	\$17.04	\$25.55	\$90.51	\$908.75	\$8,189.24
2032	\$339.45	\$429.96	\$769.41	\$16.38	\$24.57	\$92.33	\$902.69	\$7,849.79
2033	\$360.67	\$412.57	\$773.24	\$15.70	\$23.55	\$94.17	\$906.66	\$7,489.12
2034	\$381.88	\$394.08	\$775.96	\$14.98	\$22.46	\$96.06	\$909.46	\$7,107.24
2035	\$392.49	\$374.51	\$767.00	\$14.22	\$21.32	\$97.98	\$900.52	\$6,714.75
2036	\$413.70	\$354.40	\$768.10	\$13.43	\$20.14	\$99.93	\$901.60	\$6,301.05
2037	\$434.92	\$333.19	\$768.11	\$12.60	\$18.90	\$101.94	\$901.55	\$5,866.13
2038	\$456.14	\$310.91	\$767.05	\$11.74	\$17.60	\$103.97	\$900.36	\$5,409.99
2039	\$487.96	\$286.73	\$774.69	\$10.82	\$16.23	\$106.06	\$907.80	\$4,922.03
2040	\$509.18	\$260.87	\$770.05	\$9.84	\$14.77	\$108.18	\$902.84	\$4,412.85
2041	\$541.00	\$233.88	\$774.88	\$8.82	\$13.24	\$110.34	\$907.28	\$3,871.85
2042	\$562.21	\$205.21	\$767.42	\$7.75	\$11.62	\$112.55	\$899.34	\$3,309.64
2043	\$594.04	\$175.41	\$769.45	\$6.62	\$9.93	\$114.80	\$900.80	\$2,715.60
2044	\$625.86	\$143.92	\$769.78	\$5.43	\$8.15	\$117.09	\$900.45	\$2,089.74
2045	\$657.69	\$110.75	\$768.44	\$4.18	\$6.27	\$119.44	\$898.33	\$1,432.05
2046	\$700.11	\$75.89	\$776.00	\$2.86	\$4.30	\$121.82	\$904.98	\$731.94
2047	\$731.94	\$38.79	\$770.73	\$1.47	\$2.19	\$124.26	\$898.65	\$0.00
Total	\$10,395.65	\$8,102.54	\$18,498.19	\$308.84	\$463.26	\$2,397.25	\$21,667.54	

(a) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(b) Assumes Annual Installment has been paid for the Year.

Crystal Springs PID Annual Assessments

Appendix B Crystal Springs PID Revised Annual Installments

Lot Type: Total

Tax Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Administrative Expenses	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service					
2024	\$110,000.00	\$249,581.25	\$359,581.25	\$9,670.00	\$14,505.00	\$36,511.51	\$420,267.76	\$4,725,000.00
2025	\$115,000.00	\$244,631.25	\$359,631.25	\$9,450.00	\$14,175.00	\$37,240.50	\$420,496.75	\$4,610,000.00
2026	\$120,000.00	\$239,456.25	\$359,456.25	\$9,220.00	\$13,830.00	\$37,987.47	\$420,493.72	\$4,490,000.00
2027	\$125,000.00	\$234,056.25	\$359,056.25	\$8,980.00	\$13,470.00	\$38,744.85	\$420,251.10	\$4,365,000.00
2028	\$130,000.00	\$228,431.25	\$358,431.25	\$8,730.00	\$13,095.00	\$39,520.21	\$419,776.46	\$4,235,000.00
2029	\$140,000.00	\$221,768.75	\$361,768.75	\$8,470.00	\$12,705.00	\$40,310.48	\$423,254.23	\$4,095,000.00
2030	\$145,000.00	\$214,593.75	\$359,593.75	\$8,190.00	\$12,285.00	\$41,115.59	\$421,184.34	\$3,950,000.00
2031	\$155,000.00	\$207,162.50	\$362,162.50	\$7,900.00	\$11,850.00	\$41,939.21	\$423,851.71	\$3,795,000.00
2032	\$160,000.00	\$199,218.75	\$359,218.75	\$7,590.00	\$11,385.00	\$42,778.54	\$420,972.29	\$3,635,000.00
2033	\$170,000.00	\$191,018.75	\$361,018.75	\$7,270.00	\$10,905.00	\$43,632.78	\$422,826.53	\$3,465,000.00
2034	\$180,000.00	\$182,306.25	\$362,306.25	\$6,930.00	\$10,395.00	\$44,506.82	\$424,138.07	\$3,285,000.00
2035	\$185,000.00	\$173,081.25	\$358,081.25	\$6,570.00	\$9,855.00	\$45,396.19	\$419,902.44	\$3,100,000.00
2036	\$195,000.00	\$163,600.00	\$358,600.00	\$6,200.00	\$9,300.00	\$46,303.16	\$420,403.16	\$2,905,000.00
2037	\$205,000.00	\$153,606.25	\$358,606.25	\$5,810.00	\$8,715.00	\$47,231.25	\$420,362.50	\$2,700,000.00
2038	\$215,000.00	\$143,100.00	\$358,100.00	\$5,400.00	\$8,100.00	\$48,173.80	\$419,773.80	\$2,485,000.00
2039	\$230,000.00	\$131,705.00	\$361,705.00	\$4,970.00	\$7,455.00	\$49,139.29	\$423,269.29	\$2,255,000.00
2040	\$240,000.00	\$119,515.00	\$359,515.00	\$4,510.00	\$6,765.00	\$50,122.38	\$420,912.38	\$2,015,000.00
2041	\$255,000.00	\$106,795.00	\$361,795.00	\$4,030.00	\$6,045.00	\$51,124.85	\$422,994.85	\$1,760,000.00
2042	\$265,000.00	\$93,280.00	\$358,280.00	\$3,520.00	\$5,280.00	\$52,148.48	\$419,228.48	\$1,495,000.00
2043	\$280,000.00	\$79,235.00	\$359,235.00	\$2,990.00	\$4,485.00	\$53,189.22	\$419,899.22	\$1,215,000.00
2044	\$295,000.00	\$64,395.00	\$359,395.00	\$2,430.00	\$3,645.00	\$54,251.61	\$419,721.61	\$920,000.00
2045	\$310,000.00	\$48,760.00	\$358,760.00	\$1,840.00	\$2,760.00	\$55,340.57	\$418,700.57	\$610,000.00
2046	\$330,000.00	\$32,330.00	\$362,330.00	\$1,220.00	\$1,830.00	\$56,444.86	\$421,824.86	\$280,000.00
2047	\$280,000.00	\$14,840.00	\$294,840.00	\$560.00	\$840.00	\$57,573.91	\$353,813.91	\$0.00
Total	\$4,835,000.00	\$3,736,467.50	\$8,571,467.50	\$142,450.00	\$213,675.00	\$1,110,727.53	\$10,038,320.03	

(a) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(b) Assumes Annual Installment has been paid for the Year.

Crystal Springs PID Annual Assessments (41' Lot)

Appendix A Crystal Springs PID Revised Annual Installments

Lot Type: 41

Tax Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Administrative Expenses	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service					
2024	\$272.67	\$627.20	\$899.87	\$24.29	\$36.44	\$92.07	\$1,052.67	\$11,873.39
2025	\$285.06	\$614.93	\$899.99	\$23.75	\$35.62	\$93.91	\$1,053.27	\$11,588.33
2026	\$297.46	\$602.10	\$899.56	\$23.18	\$34.77	\$95.79	\$1,053.30	\$11,290.87
2027	\$309.85	\$588.71	\$898.56	\$22.58	\$33.87	\$97.70	\$1,052.71	\$10,981.02
2028	\$322.24	\$574.78	\$897.02	\$21.96	\$32.94	\$99.65	\$1,051.57	\$10,658.78
2029	\$347.03	\$558.25	\$905.28	\$21.32	\$31.98	\$101.65	\$1,060.23	\$10,311.75
2030	\$359.42	\$540.47	\$899.89	\$20.62	\$30.94	\$103.68	\$1,055.13	\$9,952.33
2031	\$384.21	\$522.05	\$906.26	\$19.90	\$29.86	\$105.76	\$1,061.78	\$9,568.12
2032	\$396.60	\$502.36	\$898.96	\$19.13	\$28.70	\$107.87	\$1,054.66	\$9,171.52
2033	\$421.39	\$482.03	\$903.42	\$18.35	\$27.52	\$110.03	\$1,059.32	\$8,750.13
2034	\$446.18	\$460.43	\$906.61	\$17.50	\$26.25	\$112.23	\$1,062.59	\$8,303.95
2035	\$458.58	\$437.57	\$896.15	\$16.61	\$24.92	\$114.47	\$1,052.15	\$7,845.37
2036	\$483.37	\$414.07	\$897.44	\$15.69	\$23.54	\$116.76	\$1,053.43	\$7,362.00
2037	\$508.15	\$389.30	\$897.45	\$14.73	\$22.08	\$119.10	\$1,053.36	\$6,853.85
2038	\$532.94	\$363.25	\$896.19	\$13.71	\$20.56	\$121.48	\$1,051.94	\$6,320.91
2039	\$570.12	\$335.01	\$905.13	\$12.64	\$18.96	\$123.91	\$1,060.64	\$5,750.79
2040	\$594.91	\$304.80	\$899.71	\$11.51	\$17.25	\$126.39	\$1,054.86	\$5,155.88
2041	\$632.10	\$273.26	\$905.36	\$10.31	\$15.46	\$128.92	\$1,060.05	\$4,523.78
2042	\$656.88	\$239.76	\$896.64	\$9.04	\$13.57	\$131.50	\$1,050.75	\$3,866.90
2043	\$694.06	\$204.94	\$899.00	\$7.74	\$11.61	\$134.12	\$1,052.47	\$3,172.84
2044	\$731.24	\$168.16	\$899.40	\$6.34	\$9.52	\$136.80	\$1,052.06	\$2,441.60
2045	\$768.42	\$129.41	\$897.83	\$4.89	\$7.33	\$139.55	\$1,049.60	\$1,673.18
2046	\$818.00	\$88.68	\$906.68	\$3.35	\$5.02	\$142.34	\$1,057.39	\$855.18
2047	\$855.18	\$45.33	\$900.51	\$1.71	\$2.56	\$145.18	\$1,049.96	\$0.00
Total	\$12,146.06	\$9,466.85	\$21,612.91	\$360.85	\$541.27	\$2,800.86	\$25,315.89	

(a) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(b) Assumes Annual Installment has been paid for the Year.

Crystal Springs PID Annual Assessments (50' Lot)

Appendix A Crystal Springs PID Revised Annual Installments

Lot Type: 50

Tax Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Administrative Expenses	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service					
2024	\$324.25	\$745.85	\$1,070.10	\$28.88	\$43.33	\$109.49	\$1,251.80	\$14,119.57
2025	\$338.98	\$731.26	\$1,070.24	\$28.24	\$42.35	\$111.68	\$1,252.51	\$13,780.59
2026	\$353.73	\$716.01	\$1,069.74	\$27.56	\$41.34	\$113.91	\$1,252.55	\$13,426.86
2027	\$368.47	\$700.08	\$1,068.55	\$26.85	\$40.28	\$116.19	\$1,251.87	\$13,058.39
2028	\$383.20	\$683.50	\$1,066.70	\$26.11	\$39.17	\$118.51	\$1,250.49	\$12,675.19
2029	\$412.69	\$663.87	\$1,076.56	\$25.35	\$38.03	\$120.88	\$1,260.82	\$12,262.50
2030	\$427.42	\$642.71	\$1,070.13	\$24.53	\$36.79	\$123.29	\$1,254.74	\$11,835.08
2031	\$456.89	\$620.81	\$1,077.70	\$23.67	\$35.50	\$125.77	\$1,262.64	\$11,378.19
2032	\$471.63	\$597.40	\$1,069.03	\$22.75	\$34.14	\$128.28	\$1,254.20	\$10,906.56
2033	\$501.11	\$573.23	\$1,074.34	\$21.82	\$32.72	\$130.84	\$1,259.72	\$10,405.45
2034	\$530.59	\$547.55	\$1,078.14	\$20.81	\$31.22	\$133.46	\$1,263.63	\$9,874.86
2035	\$545.33	\$520.35	\$1,065.68	\$19.75	\$29.62	\$136.13	\$1,251.18	\$9,329.53
2036	\$574.81	\$492.40	\$1,067.21	\$18.65	\$27.99	\$138.86	\$1,252.71	\$8,754.72
2037	\$604.29	\$462.95	\$1,067.24	\$17.51	\$26.26	\$141.63	\$1,252.64	\$8,150.43
2038	\$633.76	\$431.98	\$1,065.74	\$16.30	\$24.45	\$144.46	\$1,250.95	\$7,516.67
2039	\$677.98	\$398.39	\$1,076.37	\$15.04	\$22.55	\$147.35	\$1,261.31	\$6,838.69
2040	\$707.45	\$362.45	\$1,069.90	\$13.68	\$20.52	\$150.30	\$1,254.40	\$6,131.24
2041	\$751.67	\$324.96	\$1,076.63	\$12.26	\$18.40	\$153.31	\$1,260.60	\$5,379.57
2042	\$781.14	\$285.11	\$1,066.25	\$10.76	\$16.14	\$156.38	\$1,249.53	\$4,598.43
2043	\$825.36	\$243.72	\$1,069.08	\$9.19	\$13.80	\$159.50	\$1,251.57	\$3,773.07
2044	\$869.58	\$199.98	\$1,069.56	\$7.55	\$11.32	\$162.69	\$1,251.12	\$2,903.49
2045	\$913.79	\$153.88	\$1,067.67	\$5.80	\$8.71	\$165.95	\$1,248.13	\$1,989.70
2046	\$972.74	\$105.46	\$1,078.20	\$3.98	\$5.97	\$169.26	\$1,257.41	\$1,016.96
2047	\$1,016.96	\$53.90	\$1,070.86	\$2.03	\$3.05	\$172.65	\$1,248.59	\$0.00
Total	\$14,443.82	\$11,257.80	\$25,701.62	\$429.07	\$643.65	\$3,330.77	\$30,105.11	

(a) Tax Year 2024 corresponds to Bond Year 2025. Assessments are due January 31 of Bond Year.

(b) Assumes Annual Installment has been paid for the Year.

SAP 2024 – OAK CREEK

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF AN UPDATED SERVICE AND ASSESSMENT PLAN FOR CALENDAR YEAR 2024 FOR THE OAK CREEK PUBLIC IMPROVEMENT DISTRICT AND AN UPDATED ASSESSMENT ROLL TO APPORTION ASSESSMENTS LEVIED AGAINST PROPERTY LOCATED IN THE DISTRICT AMONG SUBDIVIDED LOTS

Notice is hereby given that the City Council of the City of Leander, Texas, will hold a public hearing in the Council Chambers at Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Williamson County, Texas 78641 on September 5, 2024, at 7:00 p.m. to consider adopting an updated Service and Assessment Plan and Assessment Roll for the Oak Creek Public Improvement District (the “District”) for calendar year 2024 and apportioning assessments levied against the assessable property within the District among the lots created by subdivision of portions of the assessed property. Public comments and written and oral objections will be considered at the hearing.

General Nature and Cost of District Improvements: The District was created on July 17, 2014, and on October 16, 2014, assessments were levied against assessable property within the District, pursuant Chapter 372 of the Texas Local Government Code, to fund the creation and administration of the District and the design, acquisition, and construction of public and private improvements necessary for full development of the property within the District, which improvements include the following: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, swimming pools, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (all of the foregoing collectively referred to as the “District Improvements”).

Estimated Total Cost of Public Improvement: The total cost of the public improvements associated with the District is approximately \$3,900,000.00, exclusive of costs of issuance and required reserves related to the proposed issuance of bonds to fund the construction of the public improvements.

District Boundaries: The District includes approximately 150.894 acres located inside the corporate limits of the City of Leander, Williamson County, Texas approximately 650 feet west of US 183, approximately 2,600 feet north of Old 2243 West, northeast of Plain Elementary School, east of section 1 of the Benbrook Ranch subdivision, southeast of the North Fork of Brushy Creek, and south of W San Gabriel Pkwy. The boundaries of the District, a copy of the proposed updated assessment roll, and a copy of the proposed Service and Assessment Plan, are available for inspection at City Hall at 105 North Brushy Street, Leander, Texas 78641.



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing to consider the adoption of an updated Service and Assessment Plan for Calendar Year 2024 for the Deerbrooke Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots.

- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2024 for the Deerbrooke Public Improvement District as described above.

BACKGROUND:

City Council approved the Deerbrooke PID on June 15, 2017. On October 19, 2017, City Council approved the issuance of Special Revenue Assessment Bonds in the amount of \$8,650,000.00 for the Southern Improvement District (SIA) and \$2,535,000.00 for the Northern Improvement District (NIA.) At that time, the Service and Assessment Plan (SAP) was updated to apportion the debt service costs to the parcels and lots within the boundaries of the PID. State law requires that the City Council review and approve an annual update to the Service and Assessment Plan. In addition to the debt service associated with the bonds, the SAP also includes the City's administrative costs in administering the PID. It is recommended that a public hearing be held prior to consideration and approval of the SAP.

The assessments will be included with the tax bills that go out in October 2024. The Northern Improvement Area (NIA) has a total of three hundred fifty-five (355) lots and the Southern Improvement Area (SIA) has a total of four hundred fifty-one (451) lots. All property owners within the PID have been notified of the public hearing via postcard as well as a notice was published in the Hill Country News on August 8, 2024.

On June 18, 2020, the City approved a second Developer Reimbursement Agreement separate and apart from the original 2017 Developer Reimbursement Agreement. At that time, the Service and Assessment Plan was amended to include reimbursements to the Developer for the costs of certain Northern Neighborhood Improvements (NIA).

In July 2022, the City refinanced the outstanding developer reimbursement obligations to achieve overall savings for the property owners.

Property owners may pay off their assessment at any time without penalty.

	Lot Size				
Deerbrooke SIA Creek PID	40'	50'	60'	70'	80'

# of Lots	21	240	151	23	16
Prior 2023	\$ 1,030.09	\$ 1,301.05	\$ 1,521.50	\$ 1,623.47	\$ 1,855.39
Proposed 2024	\$ 1,033.33	\$ 1,305.16	\$ 1,526.31	\$ 1,628.61	\$ 1,861.27
% chg.	0.3%	0.3%	0.3%	0.3%	0.3%

	Lot Size		
Deerbrooke NIA Creek PID	40'	50'	60'
# of Lots	47	266	22
Prior 2023	\$ 1,002.42	\$ 1,266.12	\$ 1,480.66
Proposed 2024	\$ 1,010.03	\$ 1,275.71	\$ 1,491.87
% chg.	0.8%	0.8%	0.8%

>> [View Deerbrooke PID 2024 SAP](#)

HISTORY/TIMELINE:

06/15/2017 - Deerbrooke PID Created

APPLICANT/AGENT:

RECOMMENDATION:

Conduct Public Hearing. Approve the Service and Assessment Plan.

PRESENTER:

Robert Powers, Executive Director of Finance

Fiscal Impact

FY 2025 Debt Service is \$560,031.25 for the SIA and \$355,363.75 for the NIA both payable from property assessments.

Attachments:

1. PID Public Hearing Notice 2024 DEERBROOKE

SAP 2024 – DEERBROOKE

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF AN UPDATED SERVICE AND ASSESSMENT PLAN FOR CALENDAR YEAR 2024 FOR THE DEERBROOKE PUBLIC IMPROVEMENT DISTRICT AND AN UPDATED ASSESSMENT ROLL TO APPORTION ASSESSMENTS LEVIED AGAINST PROPERTY LOCATED IN THE DISTRICT AMONG SUBDIVIDED LOTS

Notice is hereby given that the City Council of the City of Leander, Texas, will hold a public hearing in the Council Chambers at Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Williamson County, Texas 78641 on September 5, 2024, at 7:00 p.m. to consider adoption of an updated Service and Assessment Plan and Assessment Roll for the Deerbrooke Public Improvement District (the "District") for calendar year 2024 and apportioning assessments levied against the assessable property within the District among the subdivided lots. Public comments and written and oral objections will be considered at the hearing.

General Nature and Cost of District Improvements: The District was created on June 15, 2017 and on August 17, 2017, assessments were levied against assessable property within the District, pursuant Chapter 372 of the Texas Local Government Code, to fund the creation and administration of the District and the design, acquisition, and construction of public and private improvements necessary for full development of the property within the District, which improvements include the following: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, swimming pools, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (all of the foregoing collectively referred to as the "District Improvements").

Estimated Total Cost of Public Improvement: The total cost of the public improvements to be funded by the District is approximately \$15,000,000.00, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the public improvements.

District Boundaries: The District includes approximately 262 acres located east of Bagdad Road, north of Collaborative Way and west of Halsey Road. The boundaries of the District, a copy of the proposed updated assessment roll, and a copy of the proposed Service and Assessment Plan, are available for inspection at City Hall at 105 North Brushy Street, Leander, Texas 78641.



EXECUTIVE SUMMARY

9/5/2024

AGENDA SUBJECT:

Conduct a Public Hearing to consider adoption of an updated Service and Assessment Plan for Calendar Year 2024 for the Crystal Springs Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots, and to adjust boundaries between assessable and non-assessable lots.

- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2024 for the Crystal Springs Public Improvement District as described above.

BACKGROUND:

City Council approved the Crystal Springs PID on March 16, 2018. On May 3, 2018, City Council approved the issuance of Special Revenue Assessment Bonds in the amount of \$5,475,000.00 for improvements within the PID. At that time, the Service and Assessment Plan (SAP) was updated to apportion the debt service costs to the parcels and lots within the boundaries of the PID. State law requires that the City Council review and approve an annual update to the Service and Assessment Plan. In addition to the debt service associated with the bonds, SAP also includes the City's administrative costs in administering the PID. It is recommended that a public hearing be held prior to consideration and approval of the SAP. The assessments will be included with the tax bills that go out in October 2024. There are a total of four hundred eleven (411) lots within the PID. All property owners have been notified of the public hearing via post card as well as a notice was published in the Hill Country News on August 8, 2024.

Property owners are permitted to pay off their assessment at any time without penalty.

	Lot Size		
Crystal Springs PID	26'	41'	50'
# of Lots	181	139	91
Prior 2023	\$ 899.95	\$ 1,051.48	\$ 1,250.39
Proposed 2024	\$ 900.96	\$ 1,052.67	\$ 1,251.80
% chg.	0.1%	0.1%	0.1%

>> [View Crystal Springs PID 2024 SAP](#)

HISTORY/TIMELINE:

03/16/2018 - Crystal Springs PID Created

APPLICANT/AGENT:

RECOMMENDATION:

Conduct Public Hearing. Approve Service and Assessment Plan.

PRESENTER:

Robert Powers, Executive Director of Finance

Fiscal Impact

The FY 2025 Debt Service is \$420,267.76 payable from property assessments.

Attachments:

1. PID Public Hearing Notice 2024 CRYSTAL SPRINGS

SAP 2024 – CRYSTAL SPRINGS

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF AN UPDATED SERVICE AND ASSESSMENT PLAN FOR CALENDAR YEAR 2024 FOR THE CRYSTAL SPRINGS PUBLIC IMPROVEMENT DISTRICT AND AN UPDATED ASSESSMENT ROLL TO APPORTION ASSESSMENTS LEVIED AGAINST PROPERTY LOCATED IN THE DISTRICT AMONG SUBDIVIDED LOTS

Notice is hereby given that the City Council of the City of Leander, Texas, will hold a public hearing in the Council Chambers at Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Williamson County, Texas 78641 on September 5, 2024, at 7:00 p.m. to consider adopting an updated Service and Assessment Plan and Assessment Roll for the Crystal Springs Public Improvement District (the “District”) for calendar year 2024 and apportioning assessments levied against the assessable property within the District among the lots created by subdivision of portions of the assessed property. Public comments and written and oral objections will be considered at the hearing.

General Nature and Cost of District Improvements: The District was created on March 16, 2017 and on May 3, 2018, assessments were levied against assessable property within the District, pursuant Chapter 372 of the Texas Local Government Code, to fund the creation and administration of the District and the design, acquisition, and construction of public and private improvements necessary for full development of the property within the District, which improvements include the following: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, swimming pools, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (all of the foregoing collectively referred to as the “District Improvements”).

Estimated Total Cost of Public Improvement: The total cost of the public improvements to be funded by the District is approximately \$6,500,000.00, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the public improvements.

District Boundaries: The District includes approximately 128.40 acres located east of Highway 183A, south of E Crystal Falls Parkway and west of Ronald Reagan Boulevard. The boundaries of the District, a copy of the proposed updated assessment roll, and a copy of the proposed Service and Assessment Plan, are available for inspection at City Hall at 105 North Brushy Street, Leander, Texas 78641.



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Discuss and consider action on Tree Removal Case TRP-24-0027 regarding removal of fifteen (15) Heritage Trees and twenty-six (26) Significant Trees associated with the Leander Union Site Development Project (SD-24-0178) located at 10880 Crystal Falls Parkway, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the tree removal request process. This request includes the development of the Leander Union located on Crystal Falls Parkway. During the site development process, the applicant has requested to remove fifteen (15) heritage trees and twenty-six (26) significant trees.

HISTORY/TIMELINE:

08/22/2024 – Planning & Zoning

APPLICANT/AGENT:

Verdi Landscape (Lauren Renz) on behalf of TOPO Development Group (Kim Shipman)

RECOMMENDATION:

Staff recommends approval of this request. During the meeting of August 22, 2024, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. TRP-24-0027 Att 1 Planning Analysis
2. TRP-24-0027 Att 2 Location Map
3. TRP-24-0027 Att 3 Aerial Map
4. TRP-24-0027 Att 4 Letter of Intent
5. TRP-24-0027 Att 5 Tree Mitigation Plan
6. TRP-24-0027 Att 6 Tree Data (Significant Trees)
7. TRP-24-0027 Att 7 Tree Data (Heritage)
8. TRP-24-0027 Att 8 Tree Data (DDI)



PLANNING ANALYSIS

TREE REMOVAL CASE TRP-24-0027 LEANDER UNION

GENERAL INFORMATION

Owner/Agent:	Verdi Landscape (Lauren Renz) on behalf of TOPO Development Group (Kim Shipman)
Current Zoning:	Northpoint PUD (LC-2-A)
Size and Location:	The property is located at 10880 Crystal Falls Parkway, including approximately 13.78 acres.
Staff Contact:	Cory Dale, Planner

APPLICANT REQUEST

The applicant has submitted a request to remove fifteen (15) Heritage Trees (a total of 475" caliper inches) and twenty-six (26) Significant Trees (a total of 559" caliper inches) due to site development improvements. Per Composite Zoning Ordinance, Article VI, Section 1(c), removal of Heritage and/or Significant Trees greater than eighteen (18") caliper inches require the approval of the Planning and Zoning Commission and, in the case of Heritage Trees, the City Council.

This Commission will also notice, both the arborist report and tree removal exhibit contain two (2) Heritage Trees (tree numbers 5419 and 9049) and seven (7) Significant Trees (tree numbers 5395, 5446, 5447, 5561, 5568D, 9048 and 11239) that will be removed without mitigation due to dead/diseased and imminent hazardous designation by the arborist. These trees were included in the arborist report and tree removal exhibit for transparency.

SITE INFORMATION:

SURROUNDING AREA:

This property is located at 10880 Crystal Falls Parkway as parcel R599180. The properties surrounding the project include the following uses:

- NORTH: Knox Wiley Middle School.
- WEST: Crystal Falls Arbor Commercial Condos and the Crystal Springs Subdivision.
- SOUTH: Crystal Springs Subdivision.
- EAST: Undeveloped land zoned for commercial and the Cold Springs subdivision.

PHYSICAL AND NATURAL FEATURES:

This property contains no floodplain and heavy tree cover towards the southeast of the lot.

APPROVAL CRITERIA:

The Composite Zoning Ordinance includes the following tree mitigation requirements:

- Up to 50% of Significant Trees between eight (8") and eighteen (18") caliper inches may be removed without mitigation. The replacement ratio is 1:1.
- Trees 18 to 26 caliper inches may be removed with the approval of the Commission and a replacement ratio of 2:1.
- Heritage Trees (>26) require approval by the Commission and Council, a replacement ratio of 3:1, and a removal fee in the amount of \$300 per caliper inch.

Below, please see the proposed tree removal calculations per the SD-24-0178 Leander Union Site Development Permit:

Significant Trees

5022	LIVE OAK	20
5023	LIVE OAK	18.5
5047	LIVE OAK	21.5
5048	LIVE OAK	20.5
5049	LIVE OAK	19
5072	LIVE OAK	25.5
5409	LIVE OAK	22
5440	LIVE OAK	19.5
5441	LIVE OAK	19
5442	LIVE OAK	24
5445	LIVE OAK	24.5
5448	LIVE OAK	24.5
5450	LIVE OAK	22.5
5451	LIVE OAK	25.5
5516	LIVE OAK	20
5547	ELM	20.5
5556	LIVE OAK	21
5568	LIVE OAK	18.5
9051	LIVE OAK	21.5
11117	LIVE OAK	18.5
11230	LIVE OAK	22
11231	LIVE OAK	23.5
11231B	LIVE OAK	23
11238	LIVE OAK	21.5
11245B	LIVE OAK	19
11246	LIVE OAK	23.5

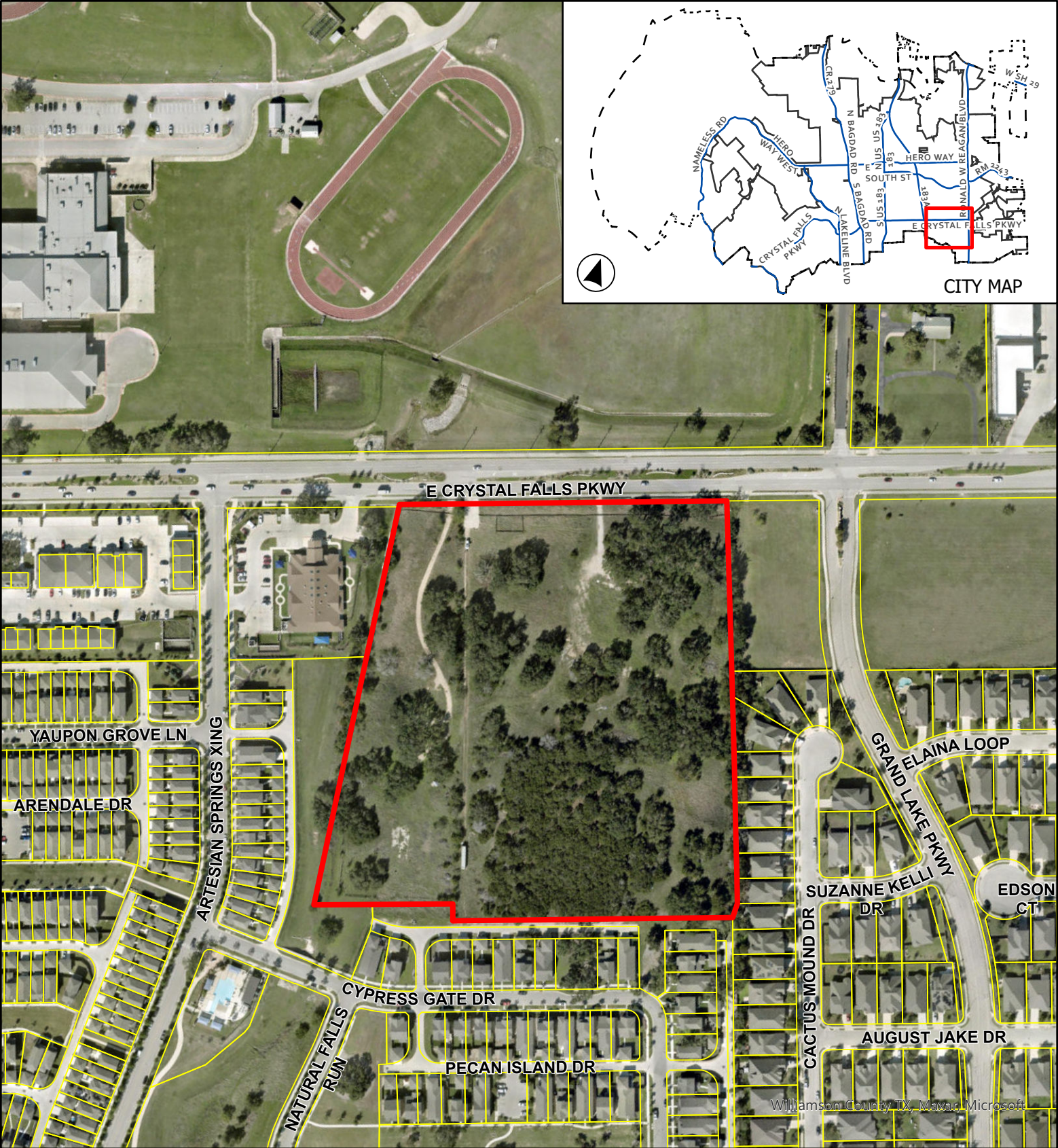
Heritage Trees

5023B	LIVE OAK - Heritage	33
5033	LIVE OAK - Heritage	30.5
5045	LIVE OAK - Heritage	31.5
5432	LIVE OAK - Heritage	36
5436	LIVE OAK - Heritage	26
5458	LIVE OAK - Heritage	26.5
5466	LIVE OAK - Heritage	34.5
5467	LIVE OAK - Heritage	36.5
9050	LIVE OAK - Heritage	42
9052	LIVE OAK - Heritage	34
9053	LIVE OAK - Heritage	26
11116	LIVE OAK - Heritage	27.5
11238B	LIVE OAK - Heritage	27
11241C	LIVE OAK - Heritage	30
11242	LIVE OAK - Heritage	34

Applicants' fees:

- Applicant will pay the \$300 per caliper inch for heritage tree removal (475" caliper inches at \$300 = \$142,500) through the site plan project.
- Applicant has planted addition parking lot and landscape trees on site above and beyond the landscaping requirements as provided on Sheet L1.3. Total credits back for additional tree caliper (578" caliper inches) planted will apply towards total site mitigation.
- Applicant has selected the option to pay a \$150 per caliper inch fee-in-lieu for the remaining caliper inch deficit (\$150 X 2,502 caliper inches = \$375,300).

Total fees owed for this Tree Removal Permit is \$517,800.



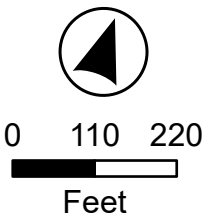
CASE: TRP-24-0027

ATTACHMENT 3

LEANDER UNION

Aerial Map

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



- Leander City Limits
- Subject Boundary

July 30, 2024

Planning & Zoning Commission
City Council
City of Leander
PO Box 319
Leander, TX 78641

Re: Leander Union (SD-24-0178) – Tree Removal

Planning & Zoning Commission and City Council,

I write on behalf of TOPO, regarding the removal of 13 heritage trees as detailed below along with 29 significant trees associated with the creation of the Leander Union Development. We fully understand the sentiments attached to these trees, their ecological importance, and the charm they add to our community.

Given this understanding, we wish to reassure you that the decision to remove some of these trees was not one made lightly nor without extensive planning. Before designs were drawn up, we had our team of expert environmental planners and arborist conduct a detailed evaluation of the site to record the location, health, and significance of each tree. Their insights played a key role in shaping our development plans and locating our proposed buildings and infrastructure.

Every effort was made to create a design that preserved as many trees as possible. This included revising building placement, modifying structural designs, and even reducing the size of our intended development. We have chosen to prioritize areas that had clusters of smaller, younger trees for construction, thus saving the majority of the older, larger trees. However, in some instances, the preservation of certain trees was not feasible due to their proximity to essential infrastructure, connectivity requirements or their potential impact on the safety and stability of the proposed buildings. The specific constraints are identified below:

Response to staff site plan comments: The removal of trees 5037 and 5023 are the result of an SDP comment requiring the subject property to provide a vehicular connection to the adjacent property to the East. Due to the grading of the adjacent property and where their design was at the time of our submission, these trees could not be avoided.

Storm Water Management: The removal of trees 11238, 11241 and 11242 are the result of being in the pond location, which outfall location is required to be at the southwest corner of the property. This was the only plausible location for placing a pond and therefore requires the removal of those trees.

Access Drive Overhang: The removal of tree 5045 was the result of limbs hanging over the proposed fire lane. As you will see in the pictures the western branches are low and would impede a fire truck to traverse the site from the fixed access point on Crystal Falls Parkway.

Clustering: As noted on the attached plans, there were areas of dense tree cover. Due to the close proximity of these trees to one another and the geometry of the buildings, the following trees 9050,

9052 and 5432 had to be removed. You can see we were able to offset this by saving even greater specimens in this same area between buildings 4 and 5 if you take into account the combination of shape and health.

Layout: Despite our best efforts, with the combination of required fire lane widths, grading, and building size requirements, we were unable to save trees 5458, 5467, 5466 and 11116.

While it is unfortunate that some heritage trees must be removed due to unavoidable site constraints, we have implemented several design strategies to minimize this impact and maximize the preservation of these valuable trees. The proposed buildings have been meticulously designed to accommodate as many heritage trees as possible. This includes:

1. **Site Layout and Building Placement:** Careful consideration has been given to the placement of buildings relative to the heritage trees. Where feasible, buildings have been positioned to avoid encroaching on these trees' root zones.
2. **Tree Protection Zones:** Designated protection zones have been established around identified heritage trees to safeguard them during construction and throughout the lifespan of the development.
3. **Arborist Consultation and Monitoring:** We have engaged certified arborists to assess the health and condition of the heritage trees. Their expertise has informed our decisions regarding which trees can be safely preserved and which may need to be selectively removed.
4. **Mitigation Measures:** For trees that must be removed, we are committed to mitigating this loss through replanting efforts. Our landscape plan includes the planting of native species that will contribute to the biodiversity and aesthetics of the site.

In conclusion, we would like to stress that our proposed development has been designed with a conscious effort to balance progress and preservation. We share your commitment to preserving the city's natural heritage and believe that together, we can manage growth in a way that ensures a prosperous and sustainable future for all.

Thank you for your understanding and support.

Sincerely,

Lauren Renz

Landscape Architect

REMOVED TREES BY CATEGORY

Significant Trees

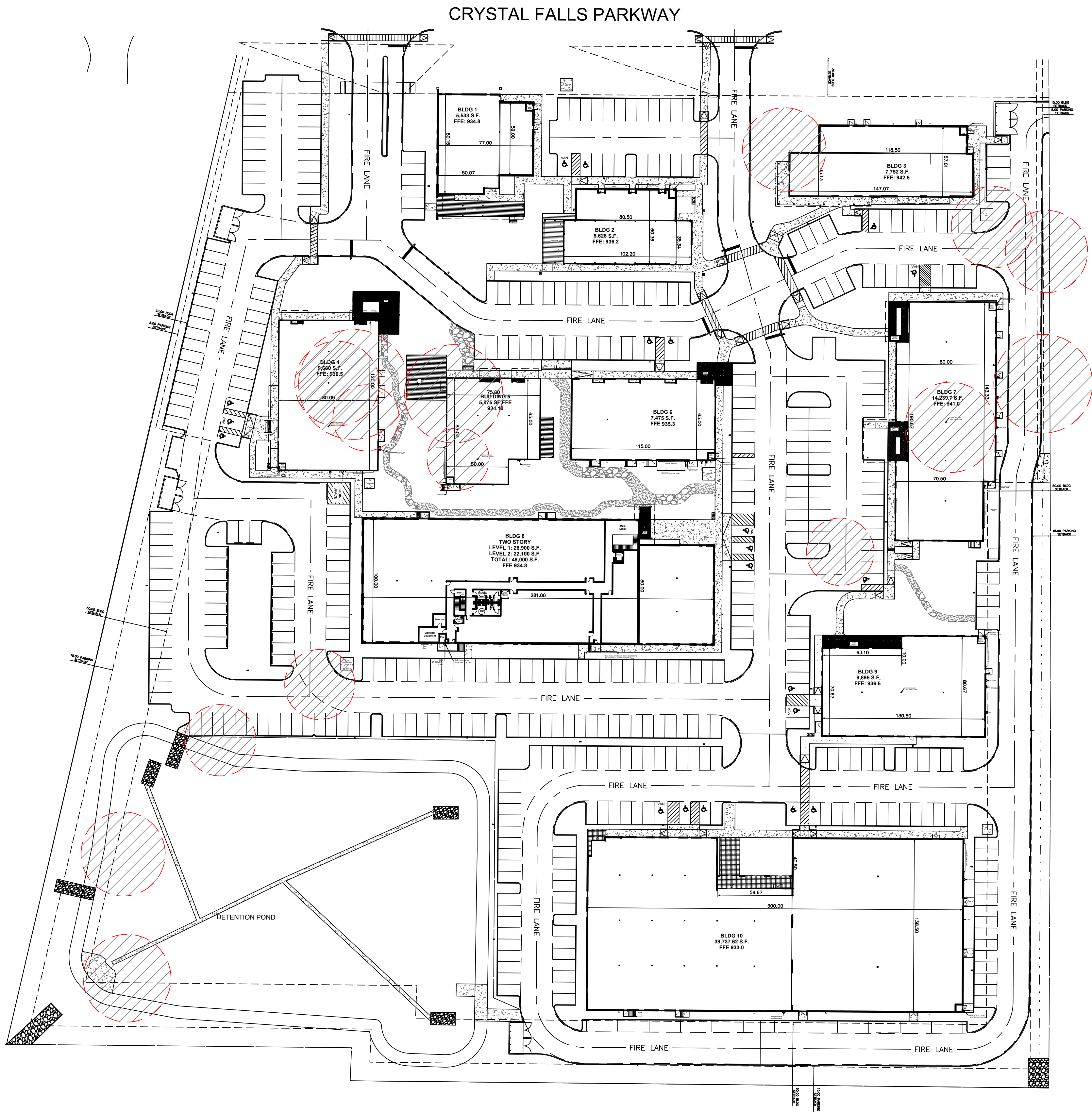
5022	LIVE OAK	20
5023	LIVE OAK	18.5
5047	LIVE OAK	21.5
5048	LIVE OAK	20.5
5049	LIVE OAK	19
5072	LIVE OAK	25.5
5409	LIVE OAK	22
5440	LIVE OAK	19.5
5441	LIVE OAK	19
5442	LIVE OAK	24
5445	LIVE OAK	24.5
5448	LIVE OAK	24.5
5450	LIVE OAK	22.5
5451	LIVE OAK	25.5
5516	LIVE OAK	20
5547	ELM	20.5
5556	LIVE OAK	21
5568	LIVE OAK	18.5
9051	LIVE OAK	21.5
11117	LIVE OAK	18.5
11230	LIVE OAK	22
11231	LIVE OAK	23.5
11231B	LIVE OAK	23
11238	LIVE OAK	21.5
11245B	LIVE OAK	19
11246	LIVE OAK	23.5

Heritage Trees

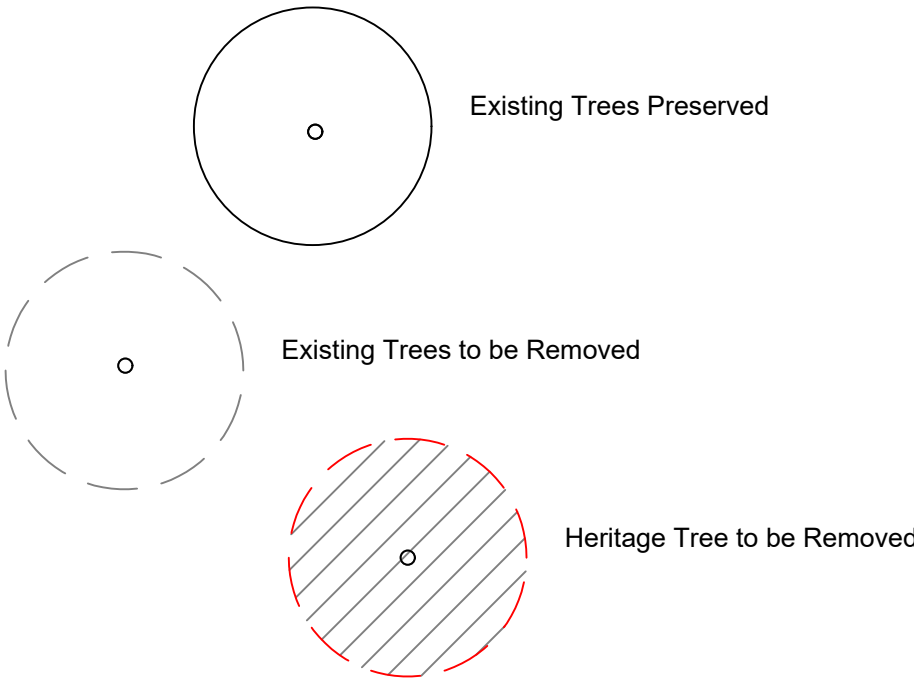
5023B	LIVE OAK - Heritage	33
5033	LIVE OAK - Heritage	30.5
5045	LIVE OAK - Heritage	31.5
5432	LIVE OAK - Heritage	36
5436	LIVE OAK - Heritage	26
5458	LIVE OAK - Heritage	26.5
5466	LIVE OAK - Heritage	34.5
5467	LIVE OAK - Heritage	36.5
9050	LIVE OAK - Heritage	42
9052	LIVE OAK - Heritage	34
9053	LIVE OAK - Heritage	26
11116	LIVE OAK - Heritage	27.5
11238B	LIVE OAK - Heritage	27
11241C	LIVE OAK - Heritage	30
11242	LIVE OAK - Heritage	34

DDI

5395	LIVE OAK	13
5419	LIVE OAK - Heritage	37.5
5446	LIVE OAK	9.5
5447	LIVE OAK	8.5
5561	LIVE OAK	10
5568D	LIVE OAK	12.5
9048	ARIZONA ASH	23.5
9049	ARIZONA ASH - Heritage	28.5
11239	LIVE OAK	9

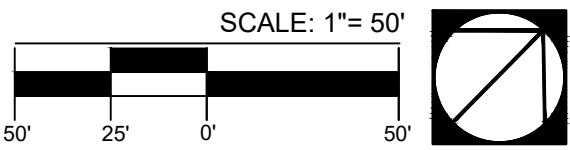


TREE LEGEND



NOTES

- 1. Tree survey conducted November 2023.
- 2. Heritage trees can not be removed without a permit.



Irrigation System Requires a Separate Irrigation Application for an Irrigation Permit.

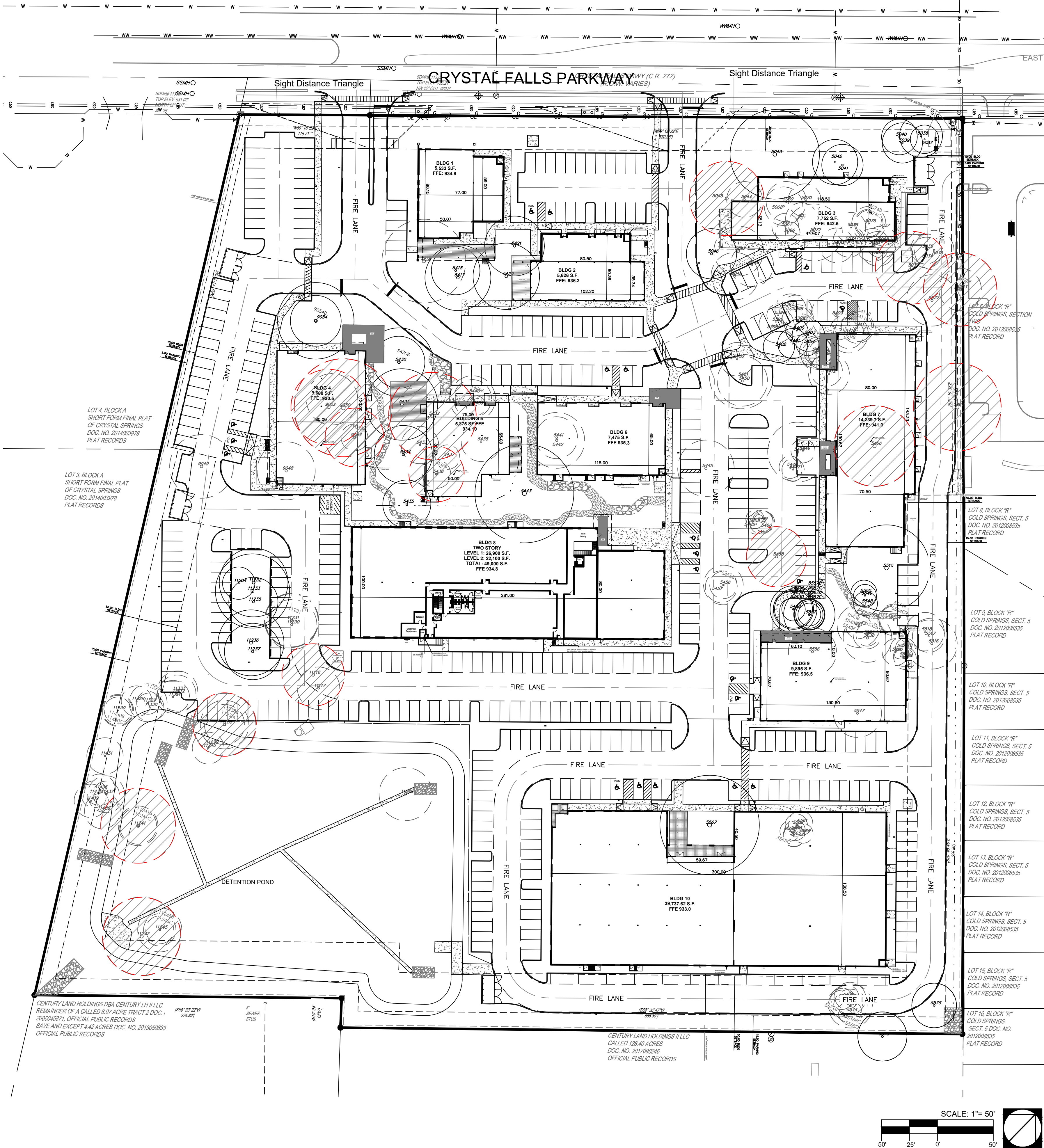
LEANDER UNION
10880 E. Crystal Falls Parkway
Leander, Texas 78641

EXISTING
CONDITIONS
TRP 08.14.2024

- ISSUED
- 1. City Informal Review 12/22/23
 - 2. City Submission 1/09/24
 - 3. City Submission 4/16/24
 - 4. TRA 6/18/24
 - 5. City Submission 6/25/24
 - 6. City Submission 7/26/24
 - 7. TRP Comments 8/14/24

L1.2

SD-24-0178



TREE LEGEND



NOTES

1. Tree survey conducted November 2023.
2. Heritage trees can not be removed without a permit.

TREE PRESERVATION PLAN

TREE SIZE (Caliper Inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" TO 18"	1666.75	296.5	17.8	1370.25	82
>18" TO 26"	823.5	244.5	30	559	68
SUBTOTAL 8" TO 26"	2,490.25	541	22	1929.25	78.7
>26"	897	422	47	475	53
TOTALS	3387.25	963	28.4	2404.25	71

TREE SIZE (Caliper Inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" TO 18"	127	17	13.3	110	86.6
>18" TO 26"	38	12	27.5	26	71
SUBTOTAL 8" TO 26"	165	28	17	136	77.2
>26" HERITAGE	28	13	46	15	53
TOTALS	193	42	21.2	151	78.7

TREE SIZE (Caliper Inches)	> 50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
< 8"	0	0	-	-	-
8" TO 18"	685.25	685.25	-	-	150
>18" TO 26"	559	-	1118	-	150
>26" HERITAGE	475	-	-	1425	300

Description	Size	Cal. In Removed	Replacement Percent	Total Mitigation Inches	Inches Replaced	Inches Remaining	Fee/Cal In.	Fee
Significant Tree >50%	8-18"	537.5	1:1	537	537	0	\$150	0
Significant Tree	>18-26"	559	2:1	1118	41	1077	\$150	\$161,550
Heritage Tree	26"+	475	3:1	1425		1425	\$150	\$213,750
Heritage Tree Removal Fee	26"+	475	NA				\$300	\$142,500
Total Inches:				3080	578		Total Fee:	\$517,800



Irrigation System Requires a Separate Irrigation Application for an Irrigation Permit.

LEANDER UNION
10880 E. Crystal Falls Parkway
Leander, Texas 78641

LEANDER GENERAL
TREE REMOVAL PLAN
TRP 08.14.2024

ISSUED

1. City Informal Review 12/22/23
2. City Submission 1/09/24
3. City Submission 4/16/24
4. TRA 6/18/24
5. City Submission 6/25/24
6. City Submission 7/26/24
7. TRP Comments 8/14/24

L1

SD-24-0178



LEANDER UNION

10880 E. Crystal Falls Parkway
Leander, Texas 78641

TREE LIST

ISSUED

1.

City Informal Review 12/22/23
2.

City Submission 1/09/24
3.

City Submission 4/16/24
4.

TRA 6/18/24
5.

City Submission 6/25/24
6.

City Submission 7/26/24
7.

TRP Comments 8/14/24

L2

SD-24-0178

TREE NO.	TREE TYPE	CALIPER IN.	CONDITION	ACTION
5022	LIVE OAK	20		REMOVE
5023	LIVE OAK	18.5		REMOVE
5023B	LIVE OAK - Heritage	33		REMOVE
5033	LIVE OAK - Heritage	30.5		REMOVE
5034	LIVE OAK	13		REMOVE
5035	LIVE OAK	13.5		REMOVE
5036	LIVE OAK	17		REMOVE
5037	LIVE OAK	12.5		PRESERVE
5038	LIVE OAK	15.5		PRESERVE
5039	LIVE OAK	17.5		PRESERVE
5040	LIVE OAK	16		PRESERVE
5041	LIVE OAK	18		PRESERVE
5042	LIVE OAK	20		PRESERVE
5043	LIVE OAK - Heritage	39.5		PRESERVE
5044	LIVE OAK	15		REMOVE
5045	LIVE OAK - Heritage	31.5		REMOVE
5046	LIVE OAK	22		PRESERVE
5047	LIVE OAK	21.5		REMOVE
5048	LIVE OAK	20.5		REMOVE
5049	LIVE OAK	19		REMOVE
5066	LIVE OAK	12		REMOVE
5067	LIVE OAK	12		REMOVE
5068	LIVE OAK	17		REMOVE
5069	LIVE OAK	17.5		REMOVE
5070	LIVE OAK	14.5		REMOVE
5071	LIVE OAK	14		REMOVE
5072	LIVE OAK	25.5		REMOVE
5073	LIVE OAK	15.5		REMOVE
5074	LIVE OAK	14		REMOVE
5075	LIVE OAK	13		REMOVE
5076	LIVE OAK	11		REMOVE
5076B	LIVE OAK	14.5		REMOVE
5076C	LIVE OAK	11.5		REMOVE
5077	LIVE OAK	15		REMOVE
5078	LIVE OAK	14.5		REMOVE
5079	LIVE OAK	15.5		REMOVE
5080	LIVE OAK	14		REMOVE
5394	LIVE OAK	10		REMOVE
5395	LIVE OAK	13	DYING	REMOVE
5396	LIVE OAK	15.5		REMOVE
5397B	LIVE OAK	14		REMOVE
5398	LIVE OAK	14		REMOVE
5399	LIVE OAK	12.5		REMOVE
5399B	LIVE OAK	14		REMOVE
5400	LIVE OAK	9.5		PRESERVE
5401	LIVE OAK	13.5		PRESERVE
5402	LIVE OAK	14		PRESERVE
5403	LIVE OAK	14		PRESERVE
5404	LIVE OAK	9.5		PRESERVE
5405	LIVE OAK	12.5		REMOVE
5406	LIVE OAK	14		REMOVE
5407	LIVE OAK	12.5		REMOVE
5408	LIVE OAK	12		REMOVE
5408B	LIVE OAK	13.5		REMOVE
5409	LIVE OAK	22		REMOVE
5410	LIVE OAK	12.5		REMOVE
5410B	LIVE OAK	17		REMOVE
5411	LIVE OAK MULTI	12.5		REMOVE
5411B	LIVE OAK MULTI	13		REMOVE

5411C	LIVE OAK MULTI	13		REMOVE
5412	LIVE OAK	17.5		REMOVE
5413	LIVE OAK	13		REMOVE
5417	LIVE OAK - Heritage	28.5		PRESERVE
5418	LIVE OAK	21.5		PRESERVE
5419	LIVE OAK - Heritage	37.5	DEAD	REMOVE
5420	LIVE OAK - Heritage	29		PRESERVE
5421	LIVE OAK - Heritage	26.5		PRESERVE
5430	LIVE OAK - Heritage	30		PRESERVE
5430B	LIVE OAK	23.5		PRESERVE
5431	LIVE OAK - Heritage	31		PRESERVE
5432	LIVE OAK - Heritage	36		REMOVE
5433	LIVE OAK	16		REMOVE
5434	LIVE OAK	25.5		PRESERVE
5435	LIVE OAK	21		PRESERVE
5436	LIVE OAK - Heritage	26		REMOVE
5437	LIVE OAK	10.5		REMOVE
5438	LIVE OAK	17.5		REMOVE
5439	LIVE OAK	9		REMOVE
5440	LIVE OAK	19.5		REMOVE
5440B	LIVE OAK	17		REMOVE
5441	LIVE OAK	19		REMOVE
5442	LIVE OAK	24		REMOVE
5443	LIVE OAK - Heritage	39		PRESERVE
5445	LIVE OAK	24.5		REMOVE
5446	LIVE OAK	9.5	DEAD	REMOVE
5447	LIVE OAK	8.5	DEAD	REMOVE
5448	LIVE OAK	24.5		REMOVE
5449	LIVE OAK	11		REMOVE
5450	LIVE OAK	22.5		REMOVE
5451	LIVE OAK	25.5		REMOVE
5452	LIVE OAK	14.5		REMOVE
5456	LIVE OAK	17		REMOVE
5456B	LIVE OAK	12		REMOVE
5457	LIVE OAK	14.5		REMOVE
5458	LIVE OAK - Heritage	26.5		REMOVE
5459	LIVE OAK	10.5		REMOVE
5460	LIVE OAK	8.5		REMOVE
5461	LIVE OAK	9.25		REMOVE
5462	LIVE OAK	9		REMOVE
5463	LIVE OAK	17		PRESERVE
5463B	LIVE OAK	17.5		PRESERVE
5463C	LIVE OAK	20.5		PRESERVE
5463D	LIVE OAK	10.5		PRESERVE
5466	LIVE OAK - Heritage	34.5		REMOVE
5467	LIVE OAK - Heritage	36.5		REMOVE
5515	LIVE OAK - Heritage	38		PRESERVE
5516	LIVE OAK	20		REMOVE
5517	LIVE OAK	14		REMOVE
5518	LIVE OAK	16		REMOVE
5524	LIVE OAK	8.5		REMOVE
5525	LIVE OAK	10		REMOVE
5526	LIVE OAK	11.5		REMOVE
5527	LIVE OAK	9		REMOVE
5528	LIVE OAK	8.5		REMOVE
5534	LIVE OAK	12		REMOVE
5534B	LIVE OAK	13.5		REMOVE
5534C	LIVE OAK	12.5		REMOVE
5535	LIVE OAK	10		REMOVE

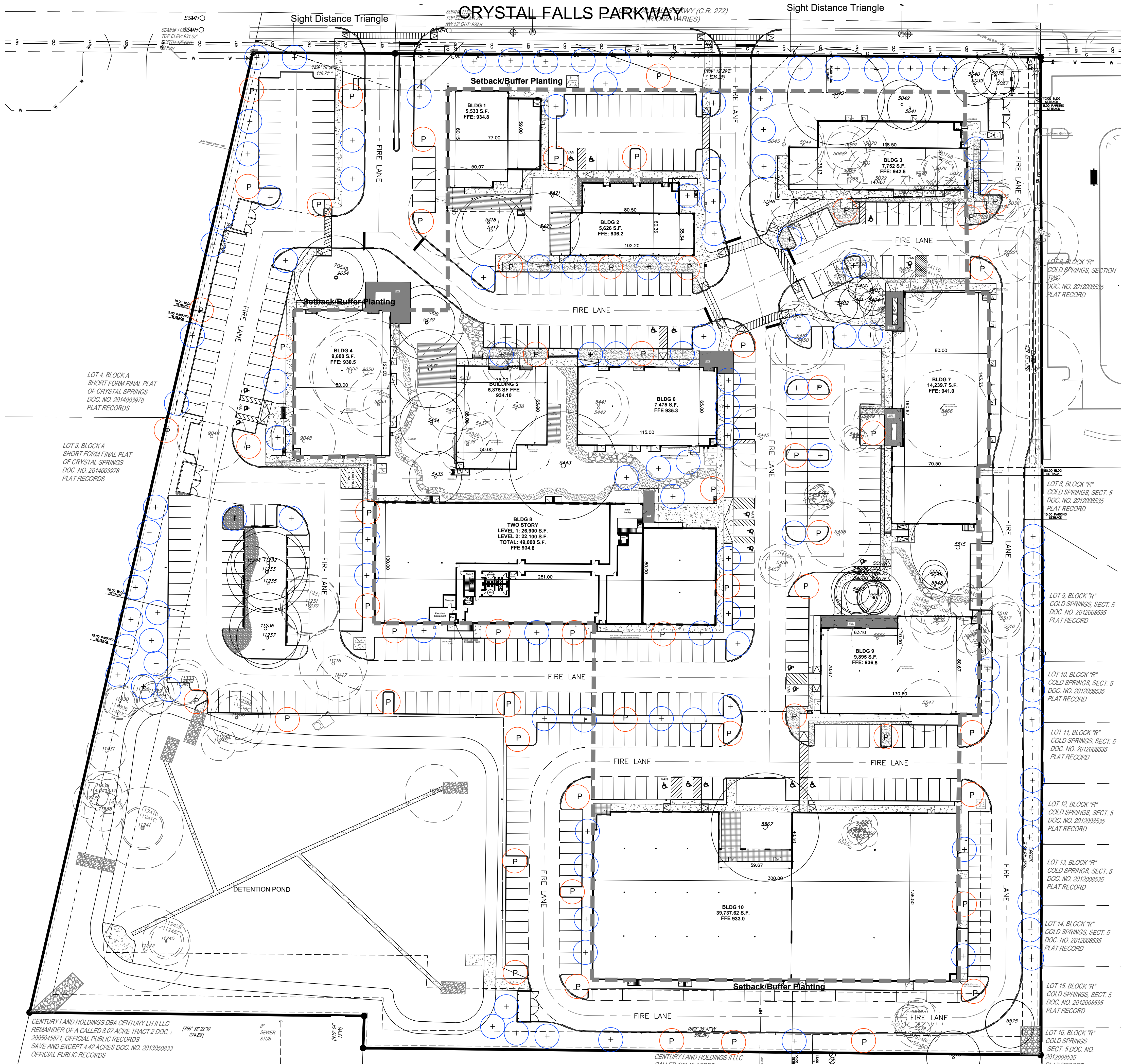
5535B	LIVE OAK	12.5		REMOVE
5536	LIVE OAK	18		REMOVE
5543B	LIVE OAK	11		REMOVE
5543E	LIVE OAK	11		REMOVE
5543F	LIVE OAK	18		REMOVE
5547	ELM	20.5		REMOVE
5548	LIVE OAK	10.5		PRESERVE
5549	LIVE OAK	10		PRESERVE
5550	LIVE OAK	11.5		PRESERVE
5556	LIVE OAK	21		REMOVE
5557	LIVE OAK	22		PRESERVE
5557B	LIVE OAK	13.5		PRESERVE
5557C	LIVE OAK	14	DYING	PRESERVE
5557E	LIVE OAK	14		PRESERVE
5557D	LIVE OAK	10		PRESERVE
5561	LIVE OAK	10	POOR	REMOVE
5562	LIVE OAK	9.5		REMOVE
5563	LIVE OAK MULTI	9		REMOVE
5564	LIVE OAK	8.5		REMOVE
5565	LIVE OAK	9.5		REMOVE
5565C	LIVE OAK	9.5		REMOVE
5566	LIVE OAK	8		REMOVE
5567	LIVE OAK - Heritage	43		PRESERVE
5568	LIVE OAK	18.5		REMOVE
5568B	LIVE OAK	10		REMOVE
5568C	LIVE OAK	14.5		REMOVE
5568D	LIVE OAK	12.5	POOR	REMOVE
5569	LIVE OAK	14		REMOVE
5570	LIVE OAK	10.5		REMOVE
5571	LIVE OAK	9.5		REMOVE
5572	LIVE OAK MULTI	12.5		REMOVE
5572B	LIVE OAK MULTI	11.5		REMOVE
5573	ELM	21.5		PRESERVE
5574	LIVE OAK	10.5		REMOVE
5575	ELM	20		PRESERVE
9048	ARIZONA ASH	23.5	DYING	REMOVE
9049	ARIZONA ASH - Heritage	28.5	DEAD	REMOVE
9050	LIVE OAK - Heritage	42		REMOVE
9051	LIVE OAK	21.5		REMOVE
9052	LIVE OAK - Heritage	34		REMOVE
9053	LIVE OAK - Heritage	26		REMOVE
9053B	LIVE OAK	12		REMOVE
9054	LIVE OAK	22.5		PRESERVE
9054B	LIVE OAK - Heritage	31.5		PRESERVE
11116	LIVE OAK - Heritage	27.5		REMOVE
11117	LIVE OAK	18.5		REMOVE
11230	LIVE OAK	22		REMOVE
11231	LIVE OAK	23.5		REMOVE
11231B	LIVE OAK	23		REMOVE
11232	LIVE OAK - Heritage	30		PRESERVE
11233	LIVE OAK - Heritage	27		PRESERVE
11234	LIVE OAK	14		PRESERVE
11235	LIVE OAK	16.5		PRESERVE
11236	LIVE OAK - Heritage	29		PRESERVE
11237	LIVE OAK	24.5		PRESERVE
11238	LIVE OAK	21.5		REMOVE
11238B	LIVE OAK - Heritage	27		REMOVE
11238C	LIVE OAK	17.5		REMOVE
11239	LIVE OAK	9	DYING	REMOVE

11240	LIVE OAK	13		REMOVE
11241	LIVE OAK	17		REMOVE
11241B	LIVE OAK	16.5		REMOVE
11241C	LIVE OAK - Heritage	30		REMOVE
11242	LIVE OAK - Heritage	34		REMOVE
11245	LIVE OAK	12.5		REMOVE
11245B	LIVE OAK	19		REMOVE
11246	LIVE OAK	23.5		REMOVE
11328	LIVE OAK	13		REMOVE
11329	LIVE OAK	13.5		REMOVE
11329C	LIVE OAK	17		REMOVE
11330	LIVE OAK	12		REMOVE
11331	LIVE OAK	13		REMOVE
11332	LIVE OAK	16.5		REMOVE
11333	LIVE OAK	17.5		REMOVE
11430	LIVE OAK	13.5		REMOVE
11430B	LIVE OAK	12		REMOVE
11430C	LIVE OAK	14		REMOVE
11431	LIVE OAK	15.5		REMOVE
11435	LIVE OAK	11.5		REMOVE
11436	LIVE OAK	13.5		REMOVE
11437	LIVE OAK	15		REMOVE
11437B	LIVE OAK	11		REMOVE
11438	LIVE OAK	16		REMOVE
11439	LIVE OAK	14.5		REMOVE
12405	LIVE OAK	8		REMOVE

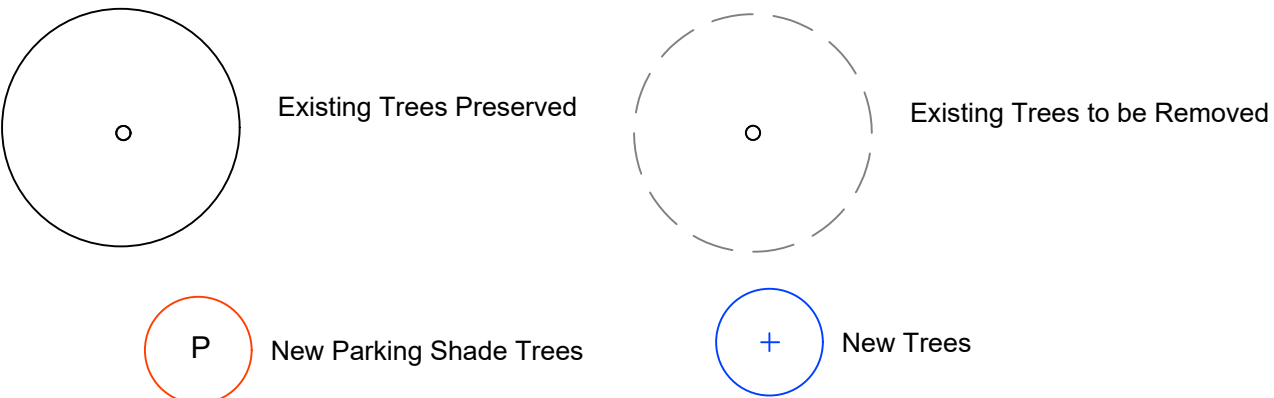
- Significant Trees Removed
- Heritage Trees Removed
- DDI Trees Removed



Irrigation System Requires a Separate Irrigation Application for an Irrigation Permit.

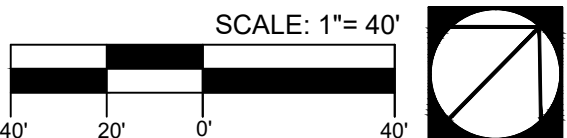


TREE LEGEND



MITIGATION INCHES BY TREE TYPE

Qty	Type	Size	Total	Notes:
53	Parking Trees	2" Cal.	106"	Over 2" Require
118	Additional Trees Planted	4" Cal.	472"	
			578"	



Irrigation System Requires a Separate Irrigation Application for an Irrigation Permit.

LEANDER UNION
10880 E. Crystal Falls Parkway
Leander, Texas 78641

TREE MITIGATION
TRP 08.14.2024

ISSUED

1. City Informal Review 12/22/23
2. City Submission 1/09/24
3. City Submission 4/16/24
4. TRA 6/18/24
5. City Submission 6/25/24
6. City Submission 7/26/24
7. TRP Comments 8/14/24

L1.3

SD-24-0178

Tree Number	5022
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	20
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Stem has moderate decay where a lower limb has been removed/failed and atypical wounding at about 7'. Both areas have either sealed or largely sealed. Fair overall condition and a fair preservation candidate. Moderately unbalanced SW. measured slightly below DBH due to swell at DBH.



Photos





Tree Number	5023
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	18.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Moderate storm damage, dieback, and deadwood accumulation but overall in fair condition. Fair candidate for preservation with mitigation work to clean it up.



Photos





Tree Number	5047
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	21.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%
Summary	Moderate storm damage/dieback on NE side of canopy but overall in fair condition with mitigation work to clean it up.



Photos

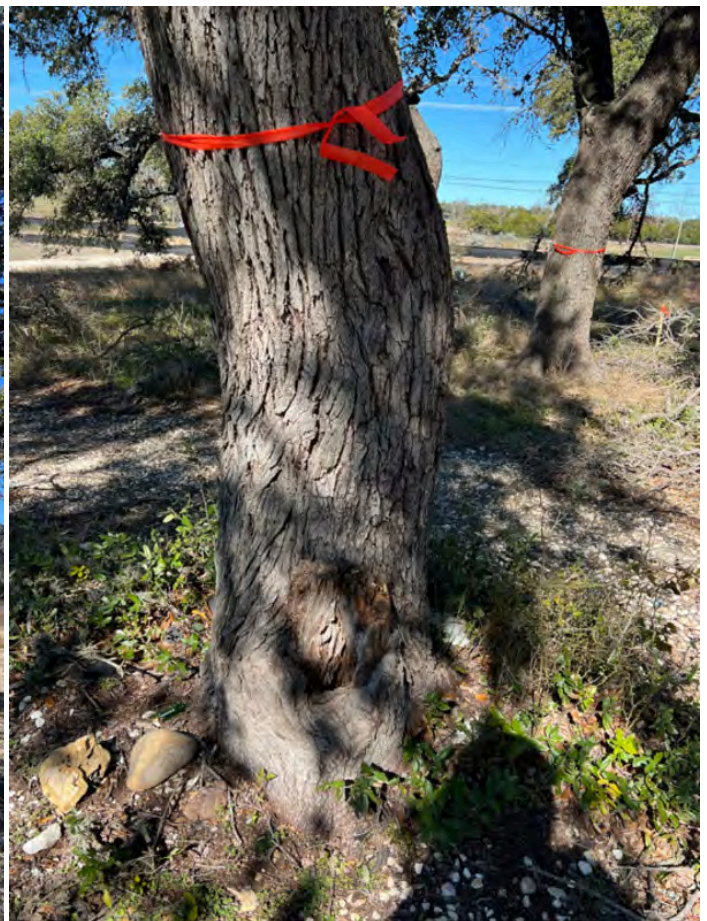




Tree Number	5048
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	20.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood <15%
Summary	Moderately unbalanced SW and in fair condition.



Photos





Tree Number	5049
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	19
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood <15%
Summary	Moderately unbalanced ENE with moderate storm damage. Fair candidate for preservation with mitigation work to clean it up.



Photos



Tree Number	5072
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	25.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, co-dominant stems
Summary	Previous survey split into two trees but stem union is slightly above 48" (ms 16x21 above DBH). Waist measurement taken due to swell caused by stem attachment at DBH. Fair overall condition.



Photos





Tree Number	5409
Imported Description \ Survey Number	LOx25IN
Tree Species	Live Oak
Diameter (DBH)	22
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Waist measurement due to swells/stem attachment. Fair amount of storm damage but overall in fair condition with mitigation work to clean it up.



Photos





Tree Number	5440
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	19.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Low fair condition due to a large stem failure in the canopy. Given to species profile the tree will likely recover. The remaining canopy hangs low and extends towards the NW. Fair candidate for preservation.



Photos





Tree Number	5441
Imported Description \ Survey Number	LOx18IN
Tree Species	Live Oak
Diameter (DBH)	19
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	A protected live oak found in fair overall condition with no major visible defects. The tree has a lean and its canopy extends towards the NE. Fair candidate for preservation.



Photos





Tree Number	5442
Imported Description \ Survey Number	LOx23.5IN
Tree Species	Live Oak
Diameter (DBH)	24
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Tree was originally measured incorrectly above DBH. Found in fair to good overall condition with no visible defects. Tree extends W with a large low hanging codominant stem. Suitable candidate for preservation.



Photos



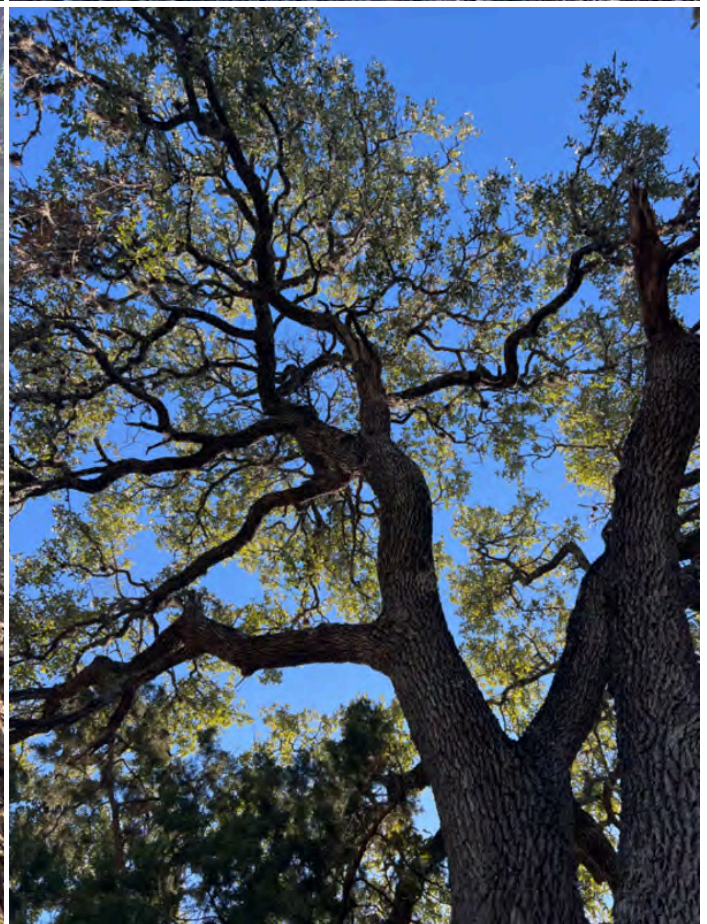


Tree Number	5445
Imported Description \ Survey Number	LOx24.5IN
Tree Species	Live Oak
Diameter (DBH)	24.5
Multi Stem	
Condition	Good
Notes	good structure & vigor
Summary	Tree has minor deadwood accumulation and a small amount of old storm damage, but is overall in good condition with minimal defects observed. It has a mostly upright/raised canopy and is a good preservation candidate.



Photos





Tree Number	5448
Imported Description \ Survey Number	LOx25.5IN
Tree Species	Live Oak
Diameter (DBH)	24.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 50% potential canopy
Summary	Tree has a fair amount of deadwood in the canopy to remove. Decay at the stem union is visible, with irregular swells and bark leading down from it, along with another small opening. Tree appears to be in fair condition (with mitigation to remove deadwood) but further advanced assessment may be required to assess extent of internal decay.



Photos









Tree Number	5450
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	22.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy, deadwood <15%
Summary	Low limbs SW and in fair overall condition. Small amount of deadwood removal is recommended.



Photos





Tree Number	5451
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	25.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy, deadwood <15%
Summary	Moderately unbalanced WNW and in fair overall condition. Measured at the waist due to swell caused by stem attachment at DBH (previously measured 28.5").



Photos







Tree Number	5516
Imported Description \ Survey Number	LOx20IN
Tree Species	Live Oak
Diameter (DBH)	20
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%
Summary	Low living limb S and some deadwood in the lower canopy to clean up. Fair overall condition/candidate for preservation.



Photos





Tree Number	5547
Imported Description \ Survey Number	ELMx20.5IN
Tree Species	Cedar Elm
Diameter (DBH)	20.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%
Summary	Seasonally defoliated with moderate storm damage. Low limbs in most directions. No obvious health concerns, previous survey may have thought it was dead due to the normal defoliation for this time of year. Every twig checked was alive.



Photos

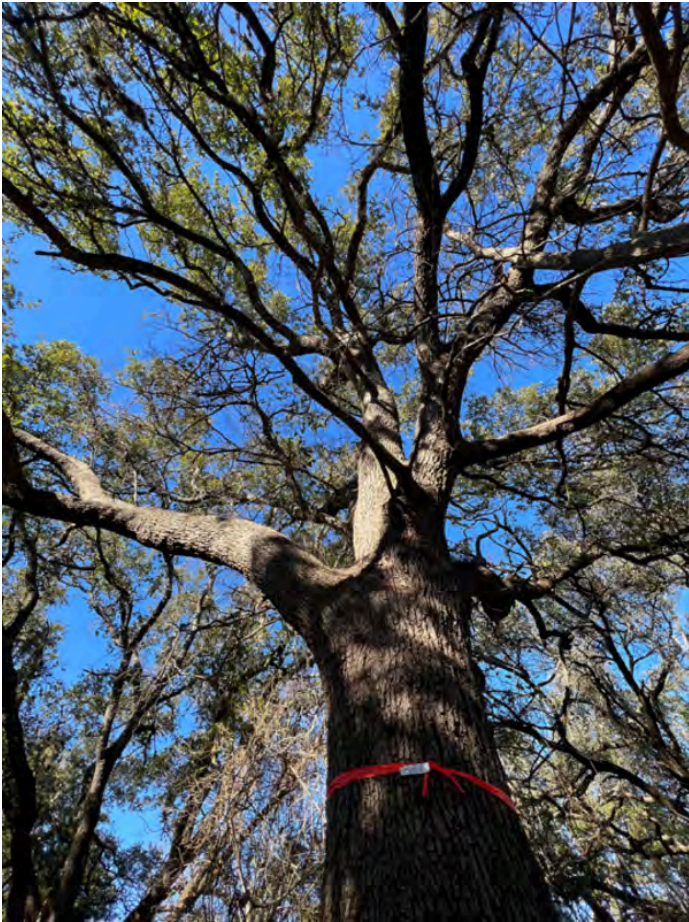


Tree Number	5556
Imported Description \ Survey Number	LOx21IN
Tree Species	Live Oak
Diameter (DBH)	21
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%
Summary	Fair overall condition with only some deadwood in the lower canopy to remove. Fair-good preservation candidate with mitigation work to clean it up.



Photos





Tree Number	5568
Imported Description \ Survey Number	LO4x13.5INx10INx12.5INx19IN
Tree Species	Live Oak
Diameter (DBH)	18.5
Multi Stem	
Condition	Fair
Notes	deadwood <15%, fair structure & vigor
Summary	Waist measurement taken due to swell caused by stem attachment at DBH. Fair overall condition.



Photos



Tree Number	9051
Imported Description \ Survey Number	LOx23IN
Tree Species	Live Oak
Diameter (DBH)	21.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	A protected live oak found in fair overall condition with a significant lean towards the N. Fair candidate for preservation.



Photos





Tree Number	11117
Imported Description \ Survey Number	LOx17.5IN
Tree Species	Live Oak
Diameter (DBH)	18.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Tree was previously measured incorrectly over DBH. Found in fair overall condition with no major defects. There is a moderate lean towards the SSE with several large low hanging limbs. Fair candidate for preservation.



Photos

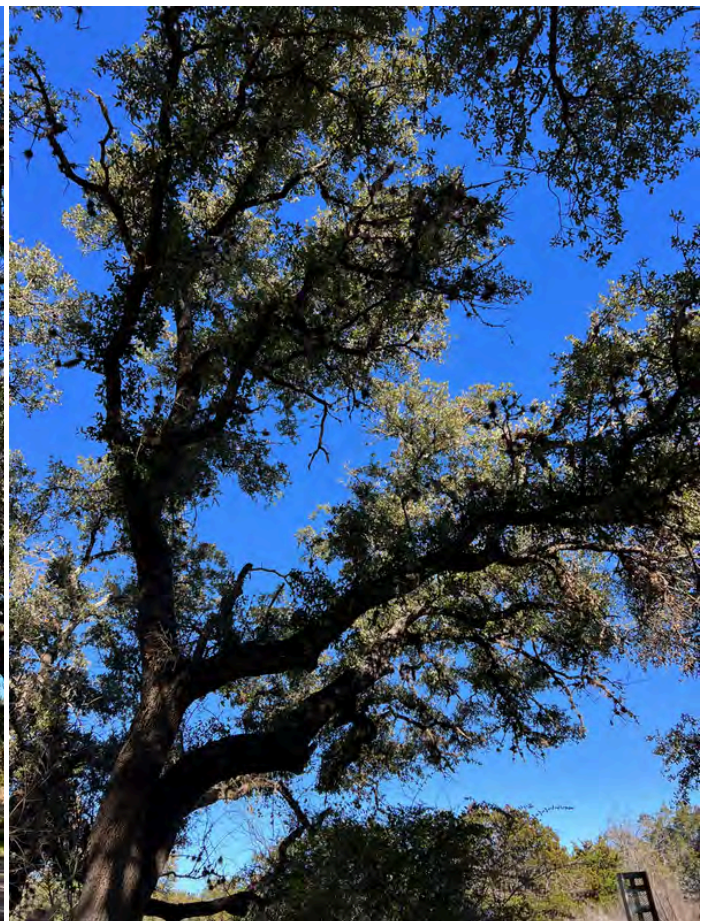




Tree Number	11230
Imported Description \ Survey Number	LOx22IN
Tree Species	Live Oak
Diameter (DBH)	22
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 75% potential canopy
Summary	Tree found in fair overall condition with no major visible defects. The tree leans moderately towards the SSE. Fair candidate for preservation.



Photos



Tree Number	11231
Imported Description \ Survey Number	LO2x22.5INx26IN
Tree Species	Live Oak
Diameter (DBH)	23.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Tree found in fair overall condition with no major visible defects. Fair candidate for preservation.



Photos



Tree Number	112311
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	23
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 75% potential canopy
Summary	Tree found in fair overall condition with no major visible defects. Tree has a significant lean NE. Fair candidate for preservation. Waist measurement.



Photos



Tree Number	11238
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	21.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Found in fair overall condition with no major defects. The canopy extends towards the S, SW, and W with several large low hanging limbs. Fair candidate for preservation.



Photos





Tree Number	112451
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	19
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood <15%
Summary	Fair overall condition and a fair preservation candidate. Pruning of moderately storm damaged limbs/deadwood recommended.



Photos





Tree Number	11246
Imported Description \ Survey Number	LOx24IN
Tree Species	Live Oak
Diameter (DBH)	23.5
Multi Stem	
Condition	Fair
Notes	deadwood <15%, good structure & vigor
Summary	Tree has moderate old storm damage and a typical amount of deadwood to remove, but overall has a decently raised/symmetrical canopy and is a high fair-good preservation candidate. Minimal defects observed.



Photos





Tree Number	5023B
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	33
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Moderately unbalanced S. Moderate storm damage, dieback, and deadwood accumulation but overall in fair condition. Fair candidate for preservation with mitigation work to clean up deadwood/storm breaks.



Photos





Tree Number	5033
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	30.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor
Summary	Moderately unbalanced S with moderate storm damage/dieback on NE side of canopy to clean up. Small cavity leading on old lower limb removal but has decent response growth. Decent preservation candidate with mitigation work.



Photos





Tree Number	5045
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	31.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood <15%
Summary	Canopy hangs low/is oriented SW. Fair overall condition with minimal defects observed. Fair candidate for preservation.



Photos





Tree Number	5432
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	36
Multi Stem	
Condition	Good
Notes	good structure & vigor, 75% potential canopy
Summary	A very large single stem heritage live oak found in good overall condition with no major visible defects. The tree has a very wide canopy that extends in all directions but majorly towards the NW and SE with low hanging limbs. This tree is an ideal candidate for preservation.



Photos











Tree Number	5436
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	26
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Tree was originally surveyed as two separate trees but DBH is below the union. Measured at the waist. This large heritage tree is found in good overall condition with no major visible defects. The tree canopy extends in all directions with low hanging limbs. Good candidate for preservation.



Photos



DBH is below the union.







Tree Number	5458
Imported Description \ Survey Number	LOx26.5IN
Tree Species	Live Oak
Diameter (DBH)	26.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%
Summary	Tree has a fair amount of deadwood in its slightly thin canopy, but is overall in fair condition. High fair-good preservation candidate with a care plan/mitigation work to clean it up. Canopy dips down low to the N and SW.



Photos







Tree Number	5466
Imported Description \ Survey Number	LOx35.5IN
Tree Species	Live Oak
Diameter (DBH)	34.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy, 75% potential canopy, deadwood 15%-30%
Summary	Moderate deadwood accumulation and old storm damage typical for tree of it's size/age. The lowest limb (growing S) failed long ago and has a cavity/decay at the point of failure (good response growth) along with epicormic regrowth that could be removed if clearance is needed. Overall a fair preservation candidate. Vine cover removal recommended.



Photos







Tree Number	5467
Imported Description \ Survey Number	LOx39.5IN
Tree Species	Live Oak
Diameter (DBH)	36.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy, 75% potential canopy, deadwood 15%-30%
Summary	Waist measurement due to swell caused by stem attachments above DBH. Tree has a small amount of deadwood/storm damage typical for a tree of it's size, but overall minimal defects observed. High fair overall condition.



Photos







Tree Number	9050
Imported Description \ Survey Number	LOx44IN
Tree Species	Live Oak
Diameter (DBH)	42
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 75% potential canopy
Summary	A large heritage live oak measured at the waist. There is a large trunk cavity but there is a substantial response growth and the decay is visibly old. It is not a concern. The canopy is wide and extends majorly towards the S. Low hanging limbs towards the W. This tree is a suitable candidate for preservation.



Photos



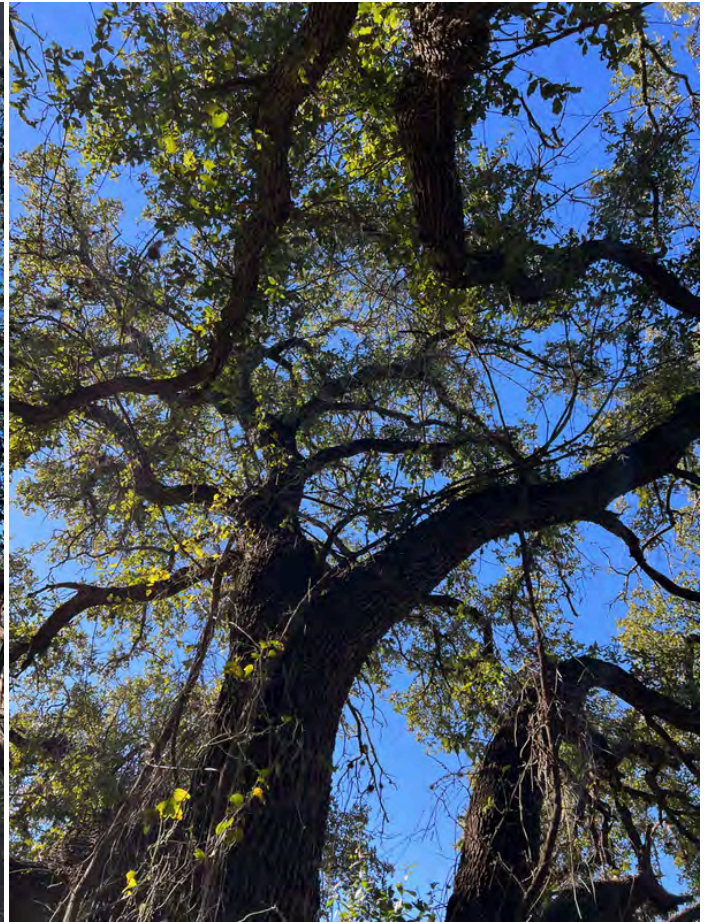


Tree Number	9052
Imported Description \ Survey Number	LOx34IN
Tree Species	Live Oak
Diameter (DBH)	34
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 75% potential canopy
Summary	A large heritage live oak with a lean towards the W. There are several low hanging limbs towards the the W and NW. No major visible defects observed. Fair candidate for preservation.



Photos





Tree Number	9053
Imported Description \ Survey Number	LOx30IN
Tree Species	Live Oak
Diameter (DBH)	26
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	A heritage live oak found in fair overall condition with no major visible defects. The canopy extends majorly towards the S. Fair candidate for preservation.



Photos



Tree Number	11116
Imported Description \ Survey Number	LOx24.5IN
Tree Species	Live Oak
Diameter (DBH)	27.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Tree was previously measured incorrectly over DBH. Found in fair overall condition with no major defects. There is a moderate lean towards the NE with several large low hanging limbs towards the S and NE. Fair candidate for preservation.



Photos





Tree Number	11238B
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	27
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, 50% potential canopy
Summary	Found in fair overall condition with no major visible defects. There is a moderate lean towards the SSE with several large low hanging limbs. Fair candidate for preservation.



Photos

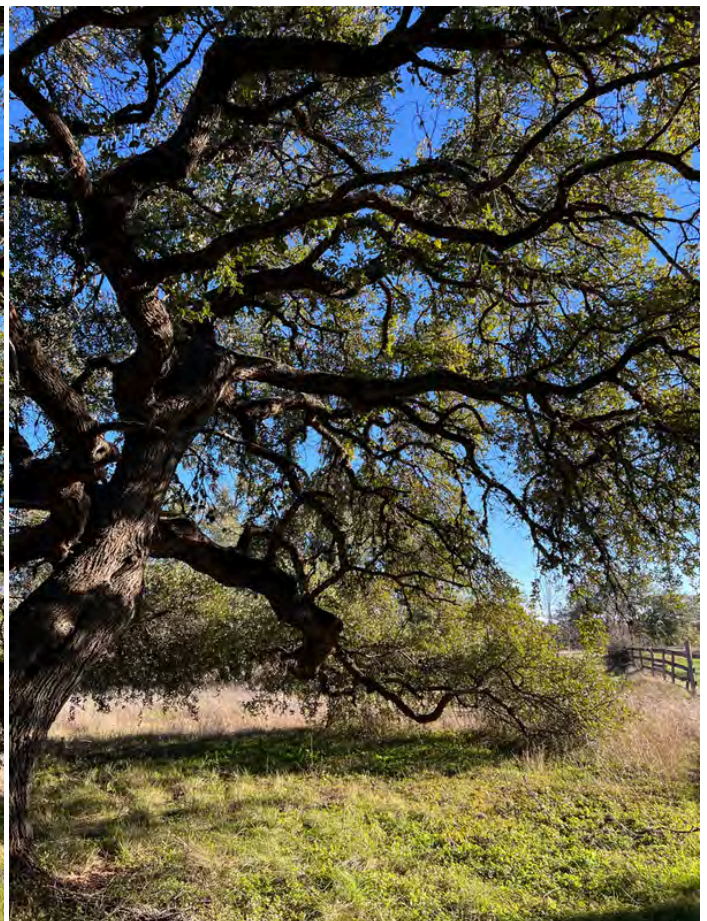




Tree Number	11241C
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	30
Multi Stem	
Condition	Good
Notes	good structure & vigor, 75% potential canopy
Summary	A large heritage live oak found in good overall condition with a wide canopy that extends in all directions with large low hanging limbs. No major visible defects observed. This tree is a good candidate for preservation.



Photos







Tree Number	11242
Imported Description \ Survey Number	LOx34IN
Tree Species	Live Oak
Diameter (DBH)	34
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood <15%
Summary	Tree is in decent shape with minimal defects observed. Canopy hangs low E, SW, and W, with large low limbs SW and W. Fair candidate for preservation.



Photos

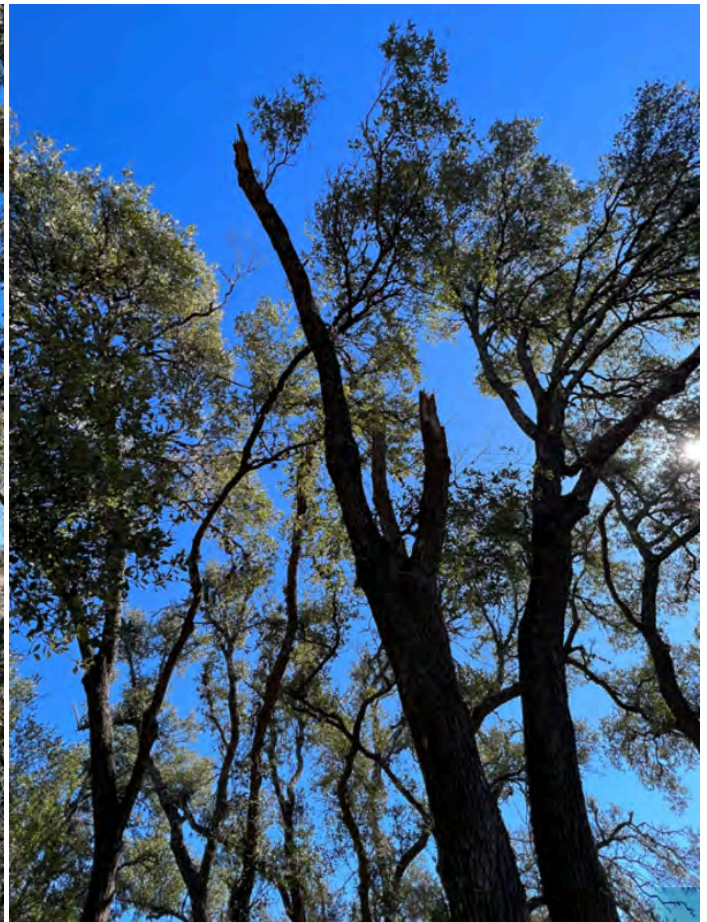




Tree Number	5395
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	13
Multi Stem	
Condition	Very Poor
Notes	excessive storm damage
Summary	Tree was found to be in very poor condition due to excessive storm damage/canopy loss. All three stems/limbs have failed, along with all of their foliage. The minimal foliage remaining come from three small branches of epicormic regrowth. Tree is not suitable for preservation.



Photos







Tree Number	5419
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	37.5
Multi Stem	
Condition	Very Poor
Notes	very poor structure & vigor, deadwood >75%
Summary	A large heritage tree is found in very poor overall condition. Majority of the canopy is dead beside a small amount of water sprouts. This tree is in obvious decline and will not recover. Not recommended for preservation.



Photos





Tree Number	5446
Imported Description \ Survey Number	LOx9IN
Tree Species	Live Oak
Diameter (DBH)	9.5
Multi Stem	
Condition	Very Poor
Notes	very poor structure & vigor
Summary	Tree was found to be in very poor condition due to stem failure/removal and excessive decay/wounding up the length of the remaining stem. Foliage all due to epicormic regrowth; not suitable for preservation. Tagged 5466B in error (undersized stem it's connected to tagged 5446).



Photos







Tree Number	5447
Imported Description \ Survey Number	LOx8IN
Tree Species	Live Oak
Diameter (DBH)	8.5
Multi Stem	
Condition	Very Poor
Notes	very poor structure & vigor
Summary	Tree was found to be in low poor-very poor condition due to stem failure/removal and decay/wounding on the remaining stem. Foliage all due to epicormic regrowth and it's branch attachments are weak; it is not suitable for preservation.



Photos





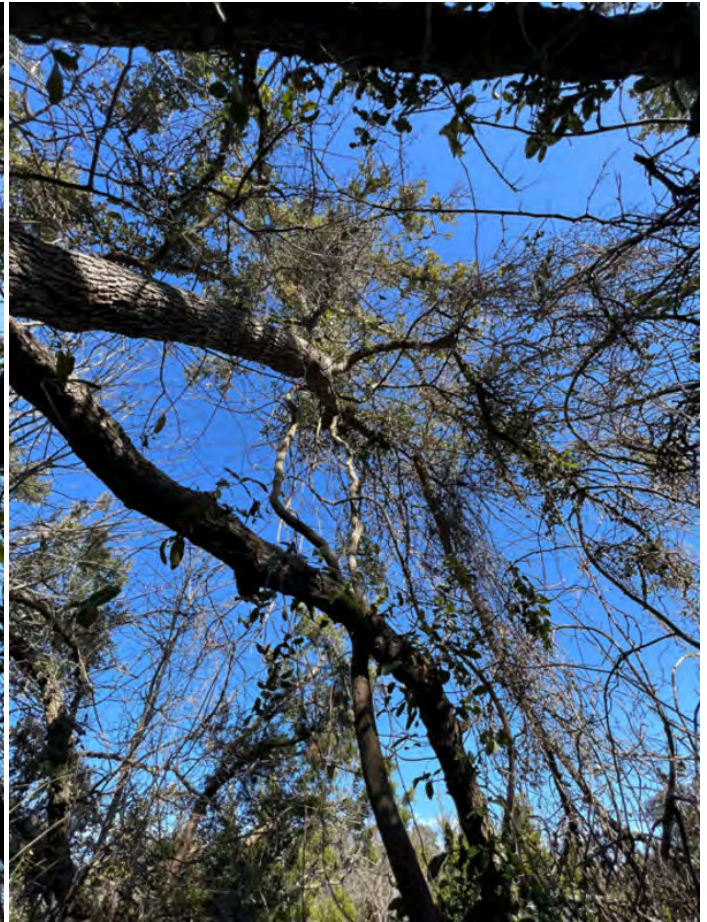


Tree Number	5561
Imported Description \ Survey Number	LOx10IN
Tree Species	Live Oak
Diameter (DBH)	10
Multi Stem	
Condition	Poor
Notes	poor structure & vigor
Summary	Tree was found to be in poor condition due to significant storm damage and an extremely thin canopy, possibly due to vine competition. It is not an ideal preservation candidate.



Photos





Tree Number	55683
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	12.5
Multi Stem	
Condition	Poor
Notes	poor structure
Summary	Waist measurement due to swell caused by decay. Poor due to substantial area of decay from 1.5' above grade to 5' mostly on tension side of significantly leaning stem. It is not an ideal preservation candidate.



Photos



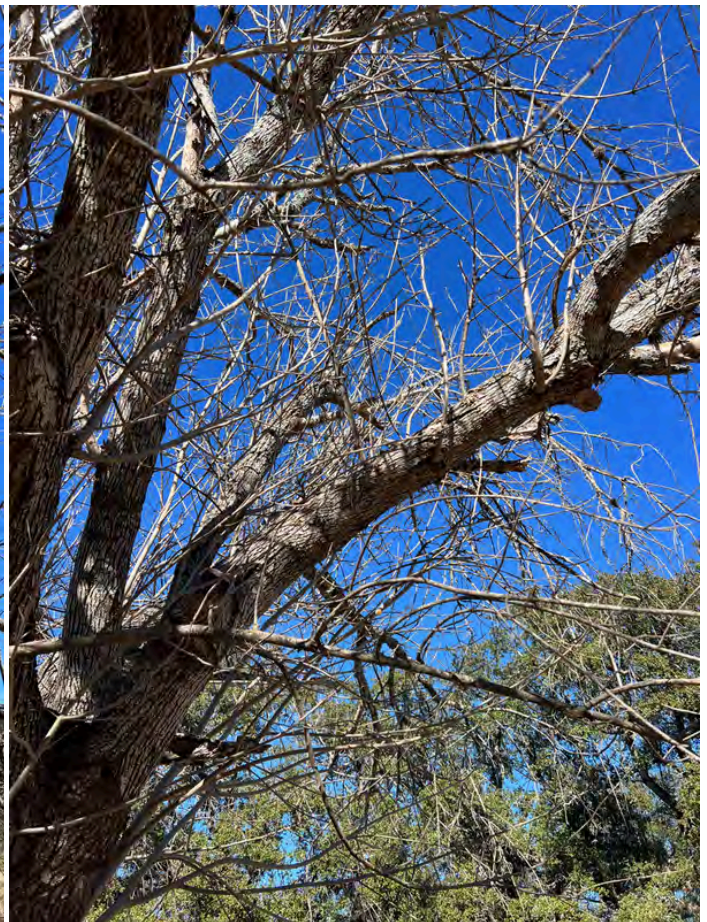


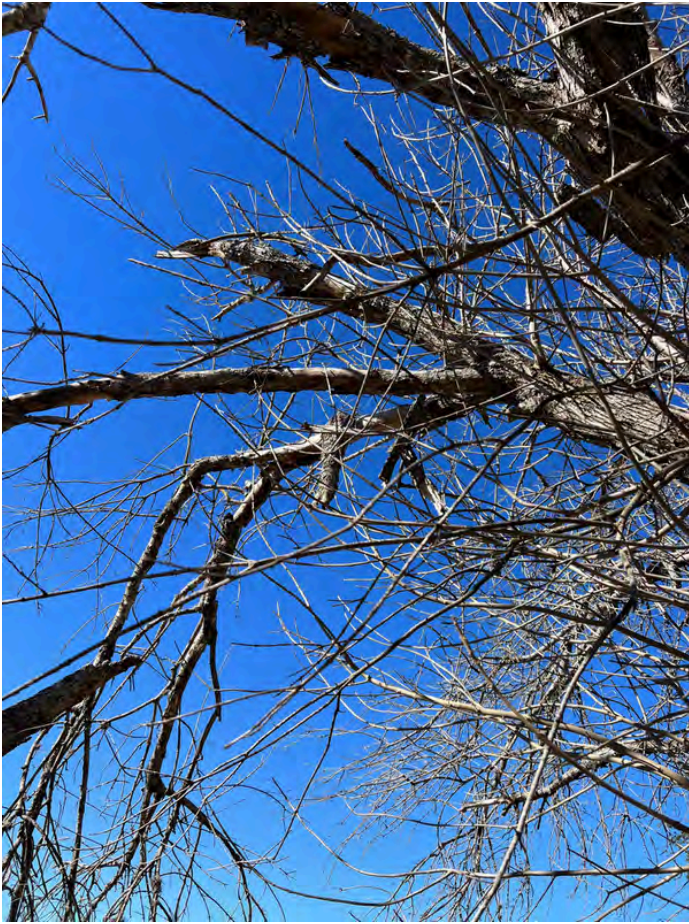
Tree Number	9048
Imported Description \ Survey Number	TREEx24.5IN
Tree Species	Arizona Ash
Diameter (DBH)	23.5
Multi Stem	
Condition	Very Poor
Notes	very poor structure & vigor, deadwood >75%
Summary	A large Arizona ash found in very poor overall condition measured at the waist. The tree is full of poorly attached water sprouts. Majority of the limbs are decaying and will likely fail given the species profile. Very poor candidate for preservation.



Photos







Tree Number	9049
Imported Description \ Survey Number	TREEx26.5IN
Tree Species	Arizona Ash
Diameter (DBH)	26.5
Multi Stem	
Condition	Dead
Notes	deadwood >75%, excessive decay
Summary	The tree is likely dead due to excessive decay along the trunk throughout the canopy. The bark is falling off the trunk and majority of the limbs. Removal recommended.



Photos





Tree Number	11239
Imported Description \ Survey Number	LOx9.5IN
Tree Species	Live Oak
Diameter (DBH)	9
Multi Stem	
Condition	Very Poor
Notes	very poor structure & vigor, deadwood >75%
Summary	The main canopy is dead and is survived by lower trunk suckers. Not recommended for preservation.



Photos







EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Discuss and consider action on the approval of the Burleson Tract Phasing Plan associated with Subdivision Case CP-24-0033 on eight (8) parcels of land approximately 289.1 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.

BACKGROUND:

In January 2022, the City Council approved an update to the Subdivision Ordinance and Chapter 13 Utilities which added provisions for development phasing in response to the City's water concerns. The City Council conducted their annual review of the changes in January 2024 and determined that the phasing is still needed.

This proposal is for the approval of the Burleson Tract Phasing Plan, which would allow for the development of 550 residential lots and six (6) commercial lots in a total of eight (8) phases. The residential portion of the development is divided into four (4) phases including between 120 and 145 lots per phase. Chapter 13 Utilities requires that a phasing plan is required when a subdivision includes more than thirty (30) lots.

Sec. 13.12.002. - Development phasing plan required.

A development phasing plan is required for any subdivision within the city limits and extraterritorial jurisdiction that includes more than 30 lots or units. The development phasing plan for the subdivision must be approved by the city council before a subdivision concept plan will be approved.

HISTORY/TIMELINE:

05/02/2024 – Comprehensive Plan Amendment approved

05/02/2024 – Zoning approved

APPLICANT/AGENT:

LJA Engineers, Inc (T. Walter Hoysa) on behalf of Burleson Ranches, LTD (Mary Frances Roberts).

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

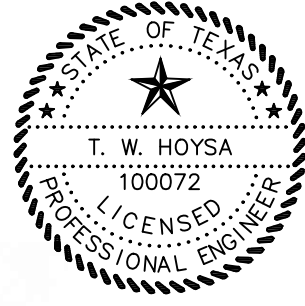
Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

Attachments:

1. CP-24-0033 Att 1 Burleson Tract Concept Plan
2. CP-24-0033 Att 2 Burleson Tract - Location Map

SUBMITTED FOR APPROVAL BY:
LJA ENGINEERING, INC.



LJA ENGINEERING, INC.
T.W. HOYSA, P.E. #100072

7/23/24

DATE

APPROVED BY:

ROBIN M. GRIFFIN, AICP
EXECUTIVE DIRECTOR OF DEVELOPMENT SERVICES

DATE

BURLESON TRACT

CONCEPT PLAN

CASE NUMBER: CP-24-0033

Sheet Number	Sheet Title	Sheet Description
1	CV1	COVERSHEET
2	CP1	CONCEPT PLAN
3	PH 1	PHASE PLAN
4	PK1	PARK PLAN

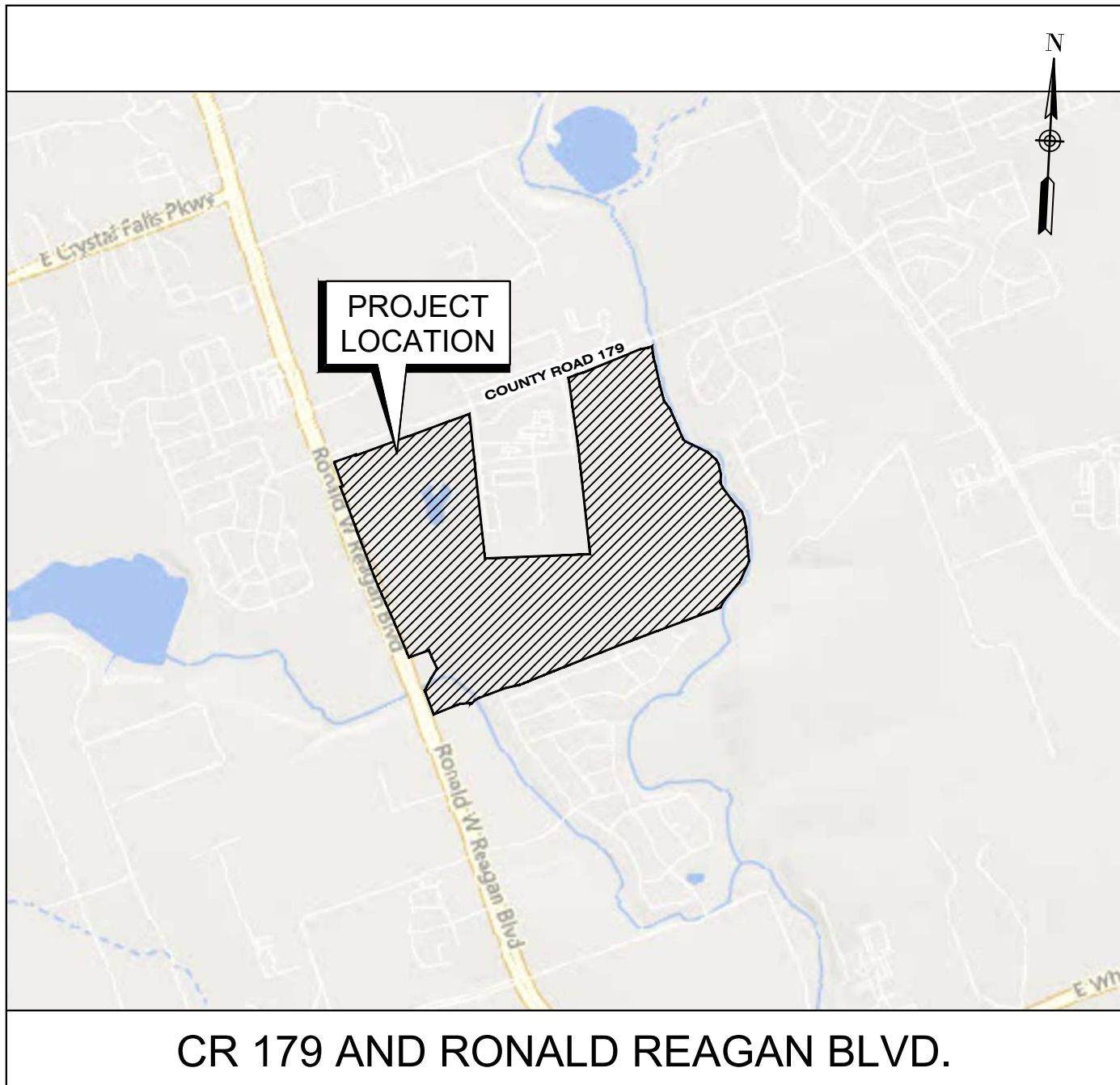
WATERSHED STATUS

THIS SITE IS LOCATED WITHIN THE BRUSHY CREEK AND BLOCK HOUSE CREEK WATERSHEDS

FLOODPLAIN INFORMATION

THE TRACT SHOWN IS ENCUMBERED BY ZONE AE ACCORDING TO FIRM PANEL 48491C0470F AND 48491C0460F, DATED 12/20/2019.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR, OR ENGINEER.



CR 179 AND RONALD REAGAN BLVD.

LOCATION MAP
SCALE: 1" = 2000'

LEGAL DESCRIPTIONS

AW0122 CARR, A. SUR., ACRES 22.491, AW0122 CARR, A. SUR., ACRES 4.34, AW0122 CARR, A. SUR., ACRES 85.338, AW0122 CARR, A. SUR., ACRES 18.896, AW0122 CARR, A. SUR., ACRES 32.54, AW0122 CARR, AND A. SUR., ACRES 123.635 AS DESCRIBED IN WARRANTY DEED OF RECORD IN DOC#2012107179, 2013049911, 2013065089 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.)

ZONING

ORDINANCE NO. 24-036-00 ESTABLISHED THE ZONING FOR THE OVERALL PROPERTY AS GC-3-A, GC-2-A, LC-2-B, AND SFS-2-B.

LAND USE TABLE

LAND USE	FUTURE LAND USE	AREA
RESIDENTIAL	NEIGHBORHOOD RESIDENTIAL	+ 200.95 ACRES
PARKLAND	NEIGHBORHOOD RESIDENTIAL	+ 29.5 ACRES
COMMERCIAL	PRIORITY MULTI-USE CORRIDOR	+ 46.02 ACRES
COMMERCIAL	MULTI-USE CORRIDOR	+ 14.63 ACRES
TOTAL		289.10 ACRES

LOT TABLE

PROPOSED USE	NUMBER OF LOTS	DENSITY
SINGLE-FAMILY SUBDIVISION	550	200.95 2.7 d.u./ac
PARKLAND	1	29.5 N/A
COMMERCIAL	6	58.6 N/A
TOTAL	557	289.1 2.7 d.u./ac

NOTES:

- CITY OF LEANDER WATER RESOLUTION ORDINANCE 22-031-00 ALTERS THE RESIDENTIAL LAND USE MIX FROM ARTICLE II, SECTION 21 (a)(5) OF THE SUBDIVISION ORDINANCE.
- TIA IMPROVEMENTS SHALL BE INCORPORATED INTO THE PRELIMINARY AND FINAL PLAT APPLICATIONS AND EXHIBITS.
- BOUNDARY STREET IMPROVEMENTS, IF ANY, SHALL BE DETERMINED VIA THE TIA, AND INCLUDED IN THE PRELIMINARY AND FINAL PLAT EXHIBITS.

LJA Engineering, Inc.

2700 La Frontera Blvd.
Suite 200
Round Rock, Texas 78681

Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

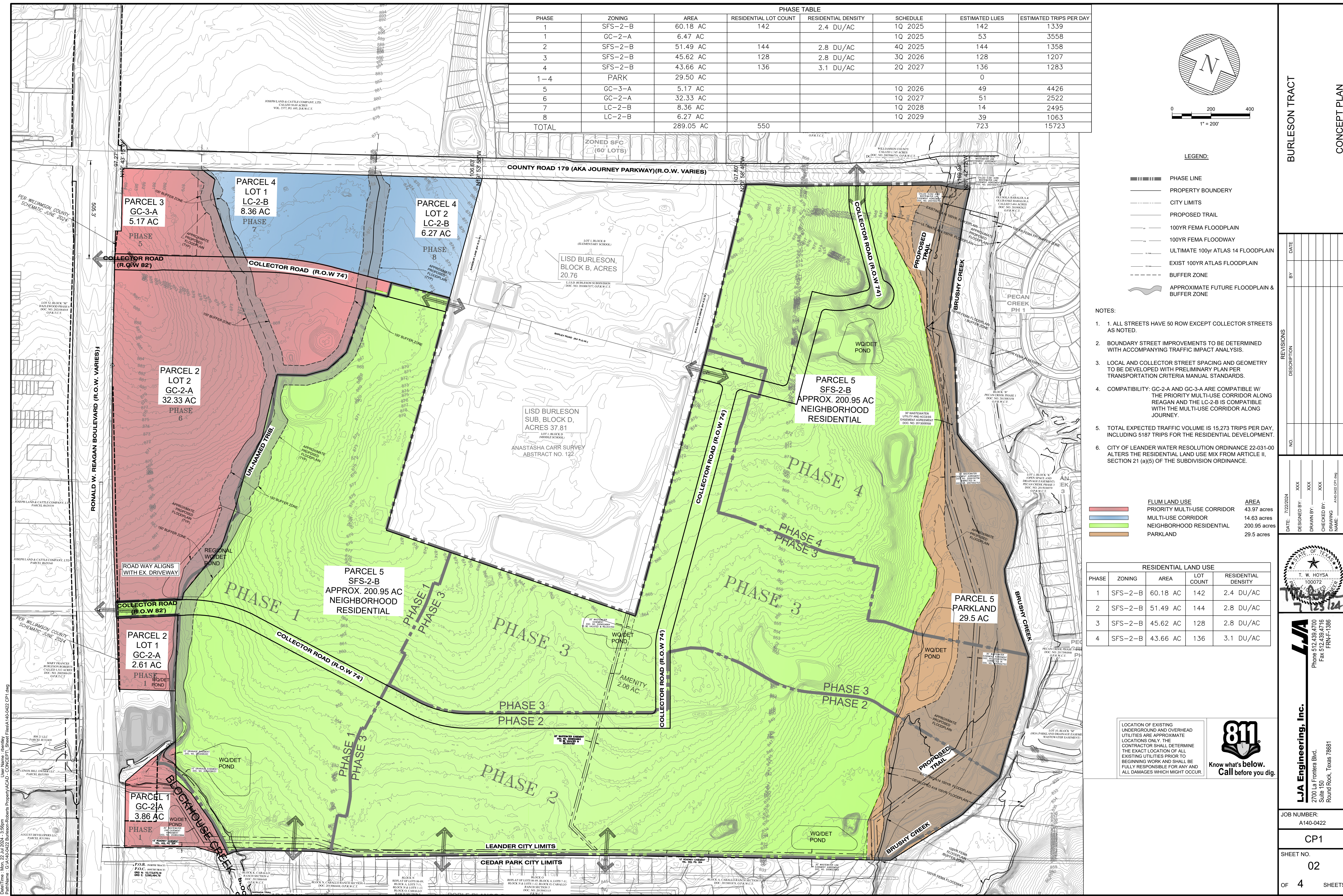


LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

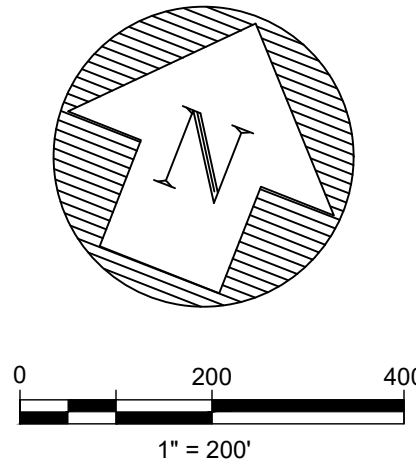


Know what's below.
Call before you dig.

BURLESON TRACT
CONCEPT PLAN



PHASE TABLE							
PHASE	ZONING	AREA	RESIDENTIAL LOT COUNT	RESIDENTIAL DENSITY	SCHEDULE	ESTIMATED LUES	ESTIMATED TRIPS PER DAY
1	SFS-2-B	60.18 AC	142	2.4 DU/AC	1Q 2025	142	1339
1	GC-2-A	6.47 AC			1Q 2025	53	3558
2	SFS-2-B	51.49 AC	144	2.8 DU/AC	4Q 2025	144	1358
3	SFS-2-B	45.62 AC	128	2.8 DU/AC	3Q 2026	128	1207
4	SFS-2-B	43.66 AC	136	3.1 DU/AC	2Q 2027	136	1283
1-4	PARK	29.50 AC				0	
5	GC-3-A	5.17 AC			1Q 2026	49	4426
6	GC-2-A	32.33 AC			1Q 2027	51	2522
7	LC-2-B	8.36 AC			1Q 2028	14	2495
8	LC-2-B	6.27 AC			1Q 2029	39	1063
TOTAL		289.05 AC	550			723	15723



LEGEND:

- PHASE LINE
- PROPERTY BOUNDARY
- CITY LIMITS
- PROPOSED TRAIL
- 100YR FEMA FLOODPLAIN
- 100YR FEMA FLOODWAY
- ULTIMATE 100yr ATLAS 14 FLOODPLAIN
- EXIST 100YR ATLAS FLOODPLAIN
- BUFFER ZONE
- APPROXIMATE FUTURE FLOODPLAIN & BUFFER ZONE

NOTES:

1. ALL STREETS HAVE 50 ROW EXCEPT COLLECTOR STREETS AS NOTED.
2. BOUNDARY STREET IMPROVEMENTS TO BE DETERMINED WITH ACCOMPANYING TRAFFIC IMPACT ANALYSIS.
3. LOCAL AND COLLECTOR STREET SPACING AND GEOMETRY TO BE DEVELOPED WITH PRELIMINARY PLAN PER TRANSPORTATION CRITERIA MANUAL STANDARDS.
4. COMPATIBILITY: GC-2-A AND GC-3-A ARE COMPATIBLE W/ THE PRIORITY MULTI-USE CORRIDOR ALONG REAGAN AND THE LC-2-B IS COMPATIBLE WITH THE MULTI-USE CORRIDOR ALONG JOURNEY.
5. TOTAL EXPECTED TRAFFIC VOLUME IS 15,273 TRIPS PER DAY, INCLUDING 5187 TRIPS FOR THE RESIDENTIAL DEVELOPMENT.
6. CITY OF LEANDER WATER RESOLUTION ORDINANCE 22-031-00 ALTERS THE RESIDENTIAL LAND USE MIX FROM ARTICLE II, SECTION 21 (a)(5) OF THE SUBDIVISION ORDINANCE.

FLUM LAND USE	AREA
PRIORITY MULTI-USE CORRIDOR	43.97 acres
MULTI-USE CORRIDOR	14.63 acres
NEIGHBORHOOD RESIDENTIAL	200.95 acres
PARKLAND	29.5 acres

RESIDENTIAL LAND USE				
PHASE	ZONING	AREA	LOT COUNT	RESIDENTIAL DENSITY
1	SFS-2-B	60.18 AC	142	2.4 DU/AC
2	SFS-2-B	51.49 AC	144	2.8 DU/AC
3	SFS-2-B	45.62 AC	128	2.8 DU/AC
4	SFS-2-B	43.66 AC	136	3.1 DU/AC

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



BURLESON TRACT

CONCEPT PLAN

NO.	REVISIONS	DESCRIPTION	BY	DATE

DATE: 7/22/2024

DESIGNED BY: XXX

DRAWN BY: XXX

CHECKED BY: XXX

DRAWING NAME: A:\040422 CP1.dwg

LJA Engineering, Inc.

2700 La Frontera Blvd.

Suite 150

Round Rock, Texas 78681

JOB NUMBER:

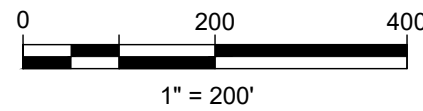
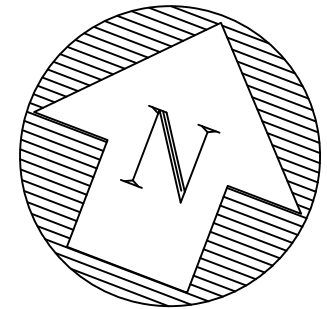
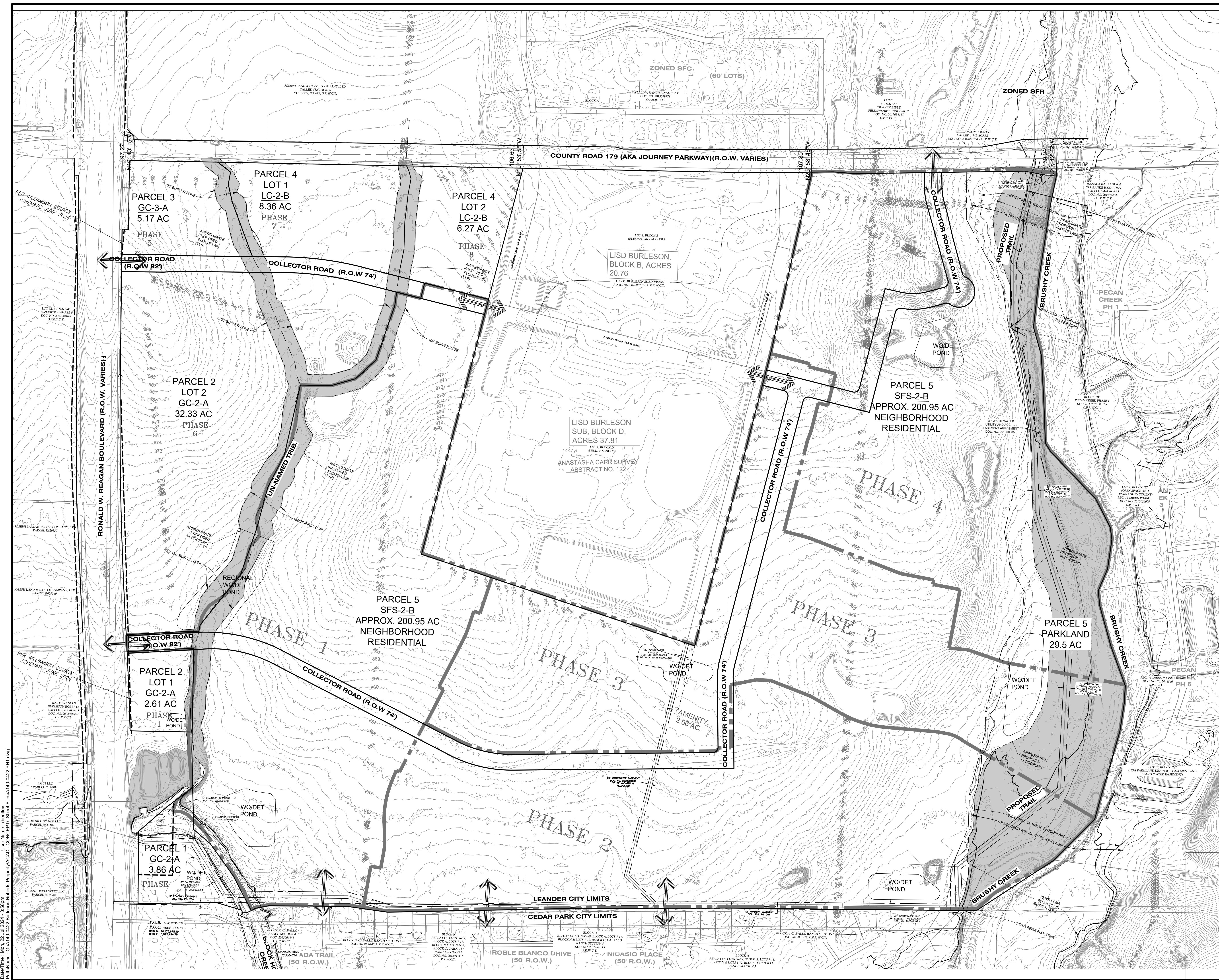
A140-0422

SHEET NO.

02

OF 4 SHEETS

PlotTime: Mon, 22 Jul 2024, 3:56pm
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LEGEND:

- PHASE LINE
- PROPERTY BOUNDARY
- CITY LIMITS
- PROPOSED TRAIL
- 100YR FEMA FLOODPLAIN
- 100YR FEMA FLOODWAY
- ULTIMATE 100yr ATLAS 14 FLOODPLAIN
- EXIST 100YR ATLAS FLOODPLAIN
- BUFFER ZONE
- APPROXIMATE FUTURE FLOODPLAIN & BUFFER ZONE

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

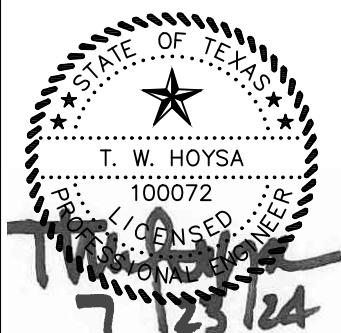


BURLESON TRACT

PHASING PLAN

REVISIONS		DATE
NO.	DESCRIPTION	BY

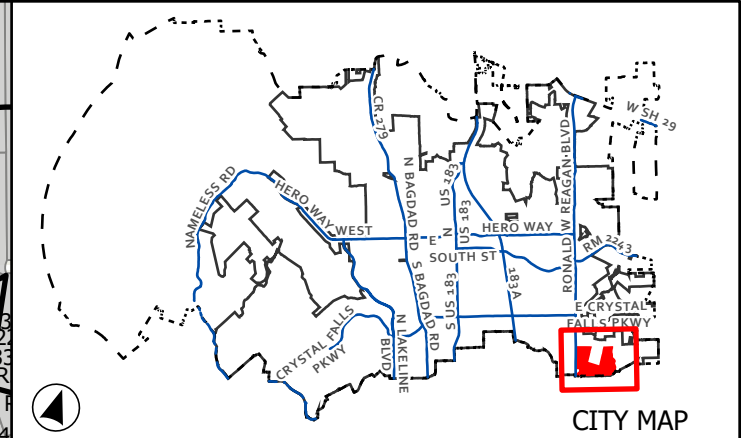
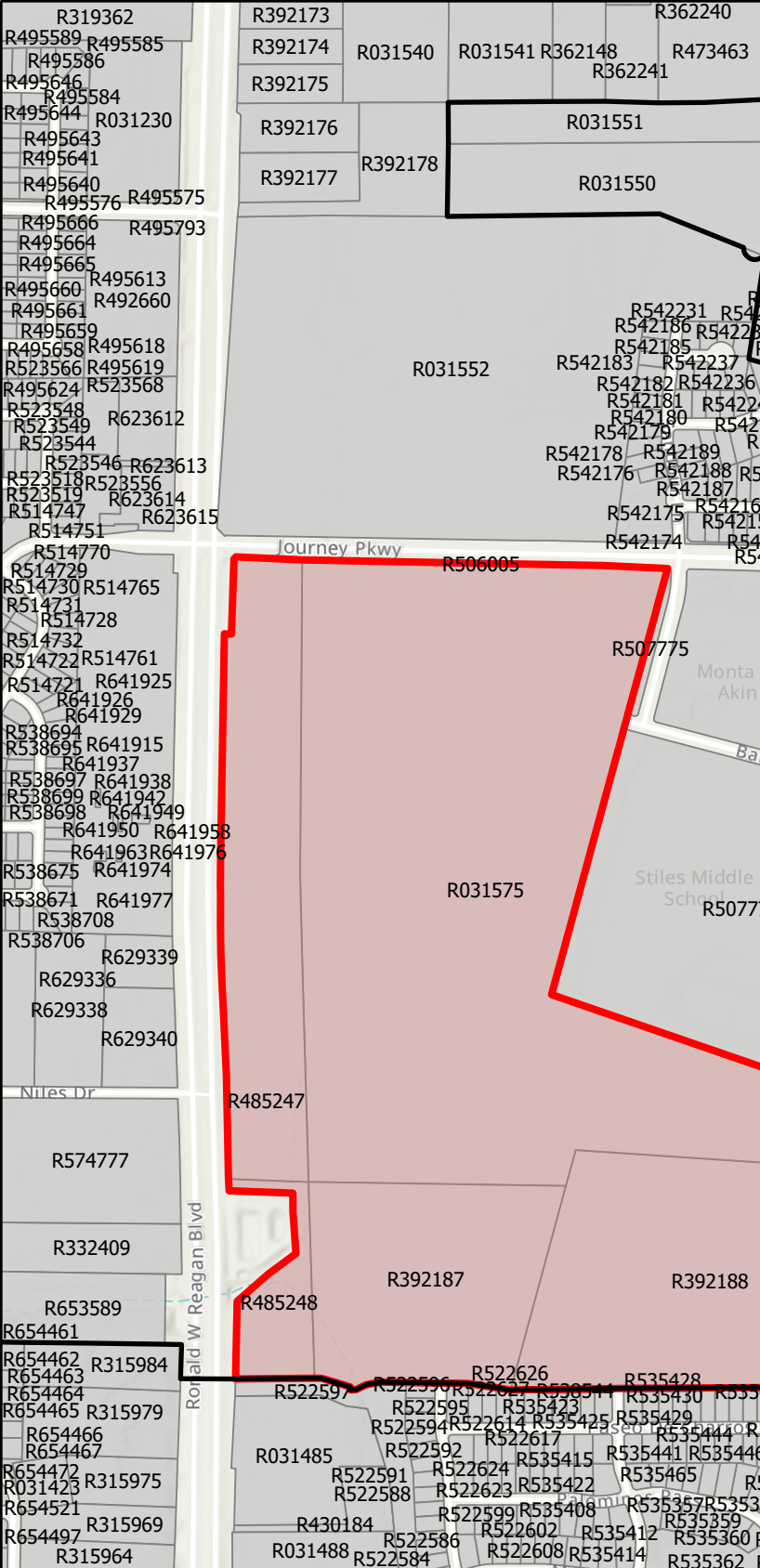
DATE: 7/22/2024	DESIGNED BY: XXX
	DRAWN BY: XXX
	CHECKED BY: XXX
	DRAWING NAME: A140-0422 PH1.dwg



LJA Engineering, Inc.
Phone 512.439.4700
Fax 512.439.4716
Round Rock, Texas 78681

811
Know what's below.
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JOB NUMBER:	A140-0422
PHASE:	PH1
SHEET NO.	03
OF 4 SHEETS	



CASE: CP-24-0033 ATTACHMENT 2 BURLESON TRACT

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.

Feet

- City Limits
- ETJ Boundary
- Subject Boundary

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EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Discuss and consider action on an Ordinance implementing the Fire and Police Employee Relations Act for the Leander Fire Department; recognizing the Association selected by a majority of the Fire Fighters as the exclusive Bargaining Agent; authorizing the City Manager to designate one or more persons to negotiate or bargain on behalf of the City.

BACKGROUND:

A majority of the voters approved the adoption of the Fire and Police Employee Relations Act (the “Act”) for the Leander Fire Department in the May 4, 2024. The City is required to implement the Act on or before October 30, 2024. The City Council desires to implement the act, to recognize the association selected by a majority of the fire firefighters a the exclusive bargaining agent, and to authorize the City Manager to designate one or more persons to negotiate or bargain on behalf of the City pursuant to the Act.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Ordinance Implement FDCB

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, IMPLEMENTING THE FIRE AND POLICE EMPLOYEE RELATIONS ACT FOR THE LEANDER FIRE DEPARTMENT; RECOGNIZING THE ASSOCIATION SELECTED BY A MAJORITY OF THE FIRE FIGHTERS AS THE EXCLUSIVE BARGAINING AGENT; AUTHORIZING THE CITY MANAGER TO DESIGNATE ONE OR MORE PERSONS TO NEGOTIATE OR BARGAIN ON BEHALF OF THE CITY; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE

WHEREAS, a majority of the voters approved the adoption of the Fire and Police Employee Relations Act (Chapter 174 of the Texas Local Government Code) for the Leander Fire Department in the May 4, 2024;

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

Section 1. Implementation of the Fire and Police Employee Relations Act. The City Council of the City of Leander hereby implements the Fire and Police Employee Relations Act (Chapter 174 of the Texas Local Government Code) for the Leander Fire Department and recognizes the association selected by a majority of the fire fighters as the exclusive bargaining agent. The City Council further authorizes the City Manager to designate one or more persons to negotiate or bargain on behalf of the City.

Section 2. 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 5th day of September, 2024.

Attest:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
9/5/2024

AGENDA SUBJECT:

Discuss and reconsider action on appointing an additional Councilmember to the Capital Projects Financing Subcommittee.

BACKGROUND:

At the City Council meeting on August 15, City Council appointed Mayor Pro Tem Thompson and Councilmember McDonald to the Subcommittee. Councilmember Pantalion-Parker has requested this item to be reconsidered with the appointment of an additional Councilmember for a total of three (3) Councilmembers serving.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Councilmember Pantalion-Parker

Fiscal Impact

Attachments:

1. Long- Range Financing 07.26.24

City of
Leander



Long-range Financing

City Council Retreat
July 26, 2024

How do you eat an elephant?

- a) Freeze it and wait until you are REALLY hungry?
- b) You don't because you don't believe you can?
- c) One bite at a time?

The elephant in front of us is estimated to cost \$815 million

- \$815 million is the estimated cost (in today's dollars) associated with projects identified in various City Master Plans and/or studies.

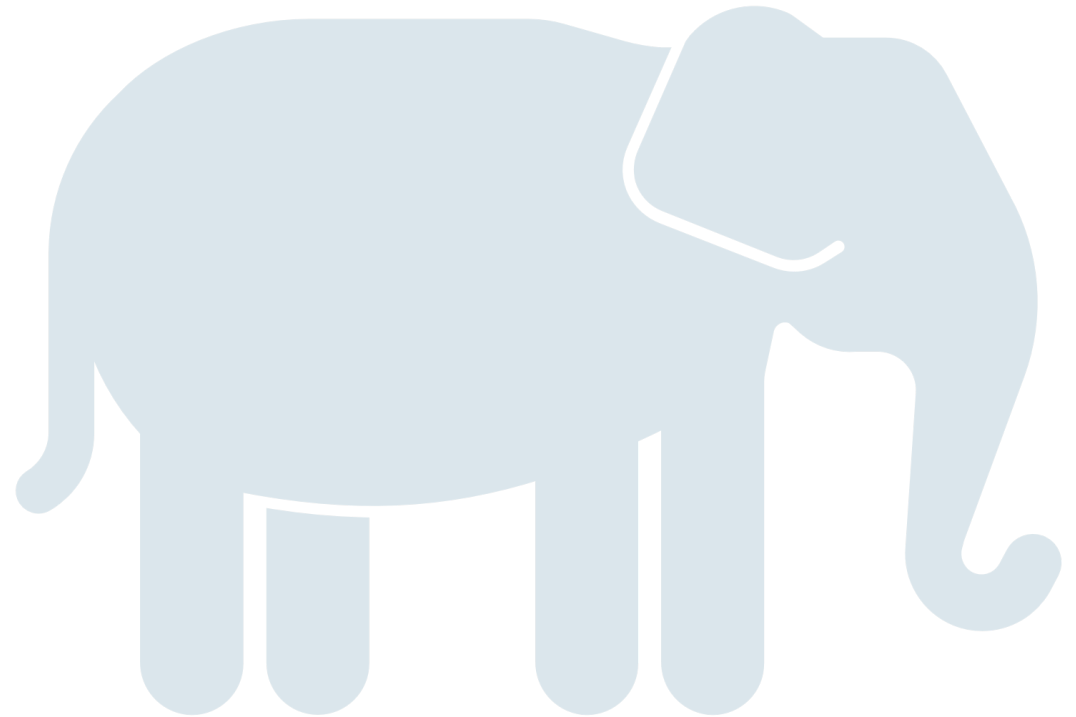
These include:

Transportation Master Plan	\$ 319,500,000
Wilco Bond Projects (City share)	
1. E. Crystal Falls (RR-CR175) (design & ROW)	\$ 2,500,000
2. Bagdad Road N (San Gabriel - CR279)	\$ 11,400,000
Reagan Corridor Projects	\$ 43,969,304
Parks Master Plan	\$ 42,855,834
Recreation Center (remaining bonds)	\$ 16,000,000
Fire Stations	
1. Fire Station #6 & #7 (\$20M/ea.) including land, design, construction, & equipment.	\$ 40,000,000
2. Fire Station #8 and #9 land acquisition only.	\$ 6,000,000
Old Town Master Plan	\$ 17,000,000
US 183 Corridor Study	\$ 40,531,400
City Facilities (Opt 2A)	\$ 275,000,000
	\$ 814,756,538

- If the City were to systematically undertake all of these projects over the next 20 years, the total amount needed could be \$1.2 billion.

How do you want to eat the elephant?

- If the answer is “one bite at a time” then here’s a way to think about getting started.
- It starts with determining the City’s “Debt Capacity.”



Debt Capacity

Definition: Debt Capacity is how much debt can you issue.

Debt Capacity is affected by 3 variables and the assumptions behind each.

- Tax Base and future growth assumptions.
- Debt Service (I&S) tax rate.
- Borrowing costs (interest rates).

We asked our Financial Advisor to build a debt capacity model.

Debt Capacity Model

Hi-Med-Low Assumptions

- AAA

Assessed Value:	A. Prior 5yr average AV growth rate but drop hi & lo.
Tax Rate:	A. Keep total tax rate at current rate but let I&S increase as the M&O decreases.
Interest Rates:	A. Drop current rates 50bps.

\$1,572,455,000

- BBB

Assessed Value:	B. 2025 FY projected change.
Tax Rate:	B. Maintain current rate constant at 0.154425.
Interest Rates:	B. Maintain current rates.

\$798,125,000

- CCC

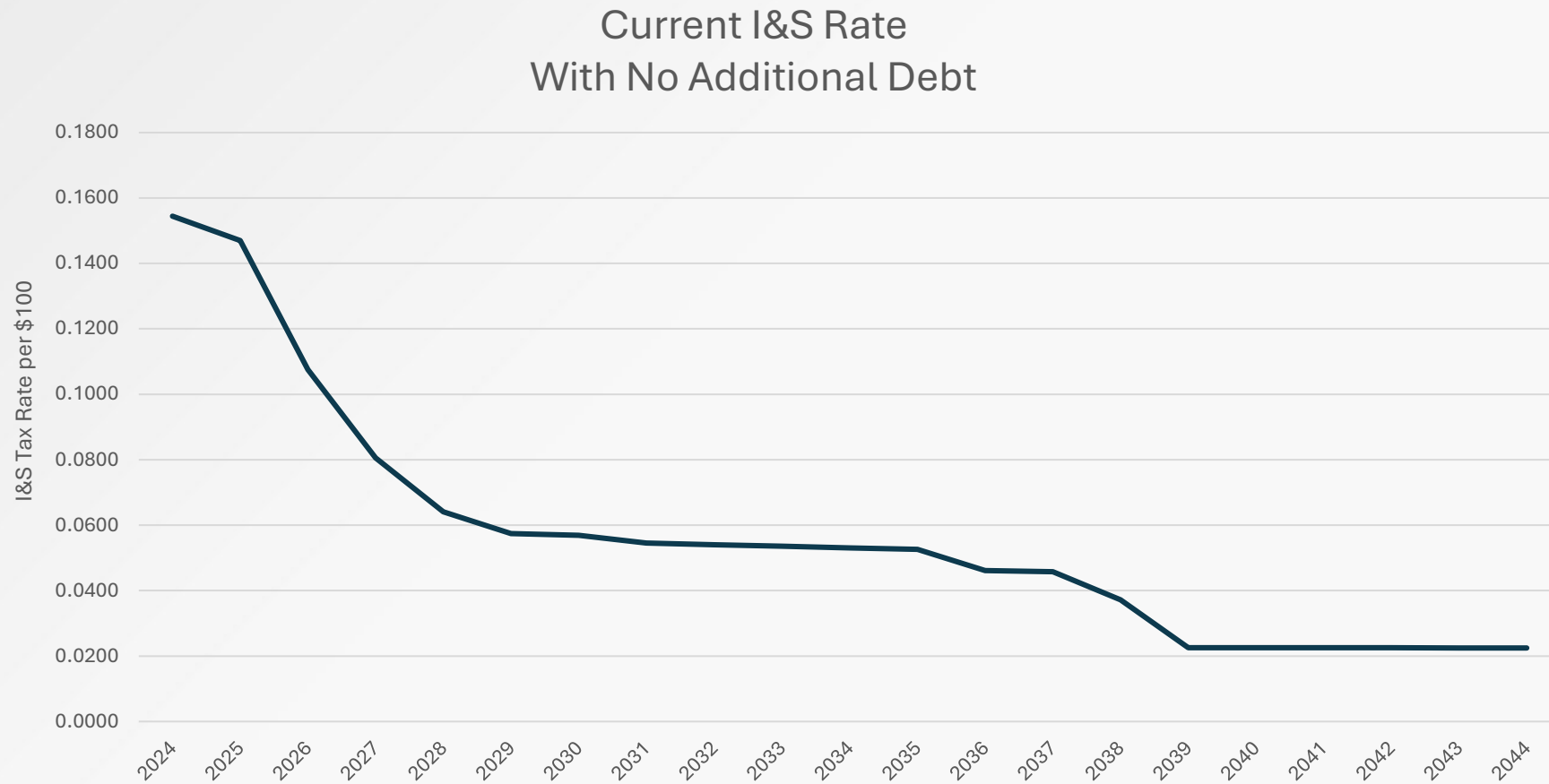
Assessed Value:	C. Assumptions from 2024 Issuance.
Tax Rate:	C. Set I&S rate to half of the M&O rate.
Interest Rates:	C. Increase current rates 50bps.

\$577,930,000

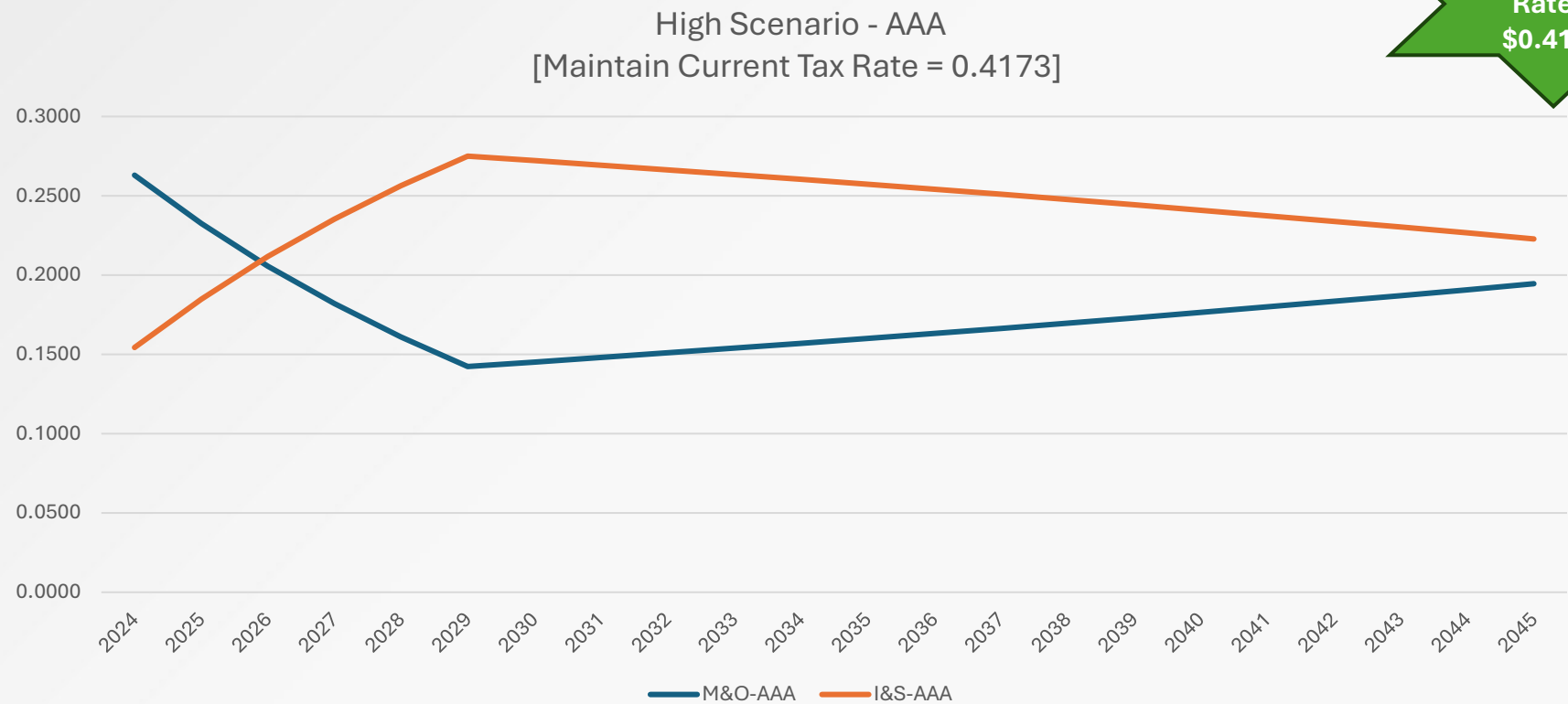
Debt Capacity Model (27 Combinations)

Scenario	2025-Debt issue	2028-Debt Issue	2031-Debt Issue	2034-Debt Issue	2037-Debt Issue	2040-Debt Issue	2043-Debt Issue	Total
AAA	289,215,000	232,145,000	178,175,000	158,700,000	165,665,000	206,660,000	341,895,000	1,572,455,000
AAB	279,520,000	224,510,000	171,610,000	152,285,000	158,870,000	199,125,000	333,580,000	1,519,500,000
AAC	270,475,000	217,405,000	165,515,000	146,365,000	152,550,000	191,990,000	325,650,000	1,469,950,000
ABA	145,230,000	117,770,000	95,310,000	91,715,000	107,420,000	155,510,000	309,595,000	1,022,550,000
ABB	140,225,000	113,540,000	91,275,000	87,285,000	102,180,000	149,125,000	302,015,000	985,645,000
ABC	135,600,000	109,670,000	87,570,000	83,230,000	97,345,000	143,100,000	294,775,000	951,290,000
ACA	41,120,000	36,830,000	35,690,000	41,780,000	60,020,000	103,720,000	241,305,000	560,465,000
ACB	39,495,000	35,125,000	33,340,000	38,810,000	56,125,000	98,610,000	234,945,000	536,450,000
ACC	39,025,000	32,920,000	30,160,000	34,865,000	51,195,000	92,335,000	227,200,000	507,700,000
BAA	199,560,000	156,860,000	120,275,000	106,040,000	106,375,000	120,165,000	166,825,000	976,100,000
BAB	192,900,000	151,750,000	116,005,000	102,105,000	102,520,000	116,220,000	162,780,000	944,280,000
BAC	186,705,000	146,980,000	112,030,000	98,440,000	98,885,000	112,460,000	158,940,000	914,440,000
BBA	115,975,000	92,490,000	75,940,000	74,210,000	87,940,000	127,565,000	254,030,000	828,150,000
BBB	112,010,000	89,095,000	72,655,000	70,585,000	83,655,000	122,315,000	247,810,000	798,125,000
BBC	108,335,000	85,985,000	69,645,000	67,260,000	79,675,000	117,390,000	241,865,000	770,155,000
BCA	45,805,000	40,330,000	38,455,000	44,455,000	63,340,000	109,200,000	253,745,000	595,330,000
BCB	44,015,000	38,535,000	36,090,000	41,465,000	59,400,000	104,015,000	247,260,000	570,780,000
BCC	43,460,000	36,045,000	32,740,000	37,340,000	54,230,000	97,410,000	239,120,000	540,345,000
CAA	66,720,000	41,180,000	26,345,000	18,255,000	13,195,000	7,475,000	3,300,000	176,470,000
CAB	64,915,000	40,085,000	25,645,000	17,815,000	12,960,000	7,370,000	3,255,000	172,045,000
CAC	63,205,000	39,030,000	24,965,000	17,385,000	12,720,000	7,260,000	3,225,000	167,790,000
CBA	72,895,000	54,865,000	47,095,000	48,160,000	58,965,000	86,010,000	171,355,000	539,345,000
CBB	70,420,000	52,735,000	44,940,000	45,730,000	56,085,000	82,460,000	167,160,000	519,530,000
CBC	68,160,000	50,775,000	42,980,000	43,515,000	53,400,000	79,120,000	163,155,000	501,105,000
CCA	52,965,000	46,400,000	44,800,000	52,485,000	72,265,000	115,130,000	240,800,000	624,845,000
CCB	50,990,000	44,245,000	42,335,000	49,440,000	68,380,000	110,215,000	234,850,000	600,455,000
CCC	49,230,000	42,340,000	40,135,000	46,670,000	64,785,000	105,590,000	229,180,000	577,930,000

Debt Capacity Model



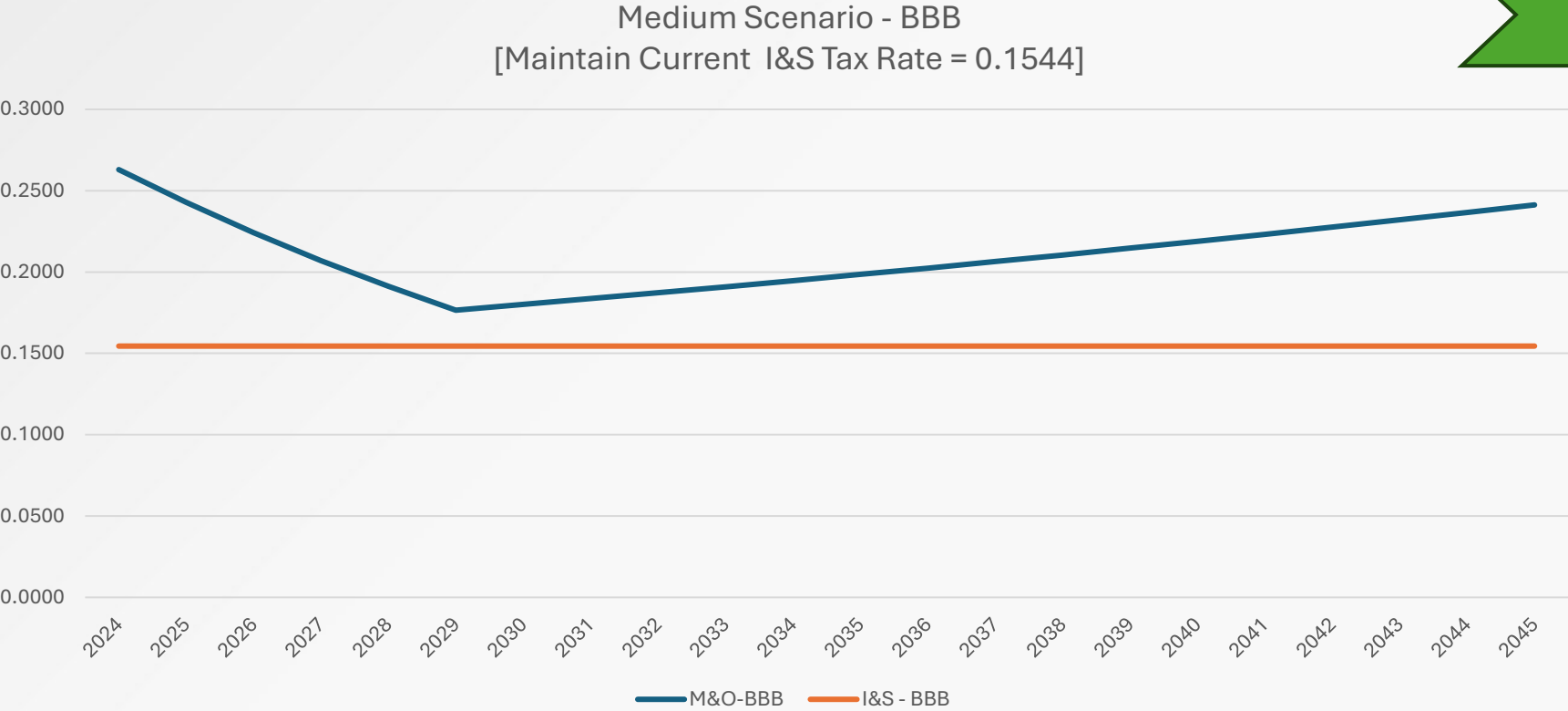
Debt Capacity Model



2045 Total
Rate =
\$0.4173

Debt Rate varies with changes in M&O rate over time but total tax rate remains constant.

Debt Capacity Model



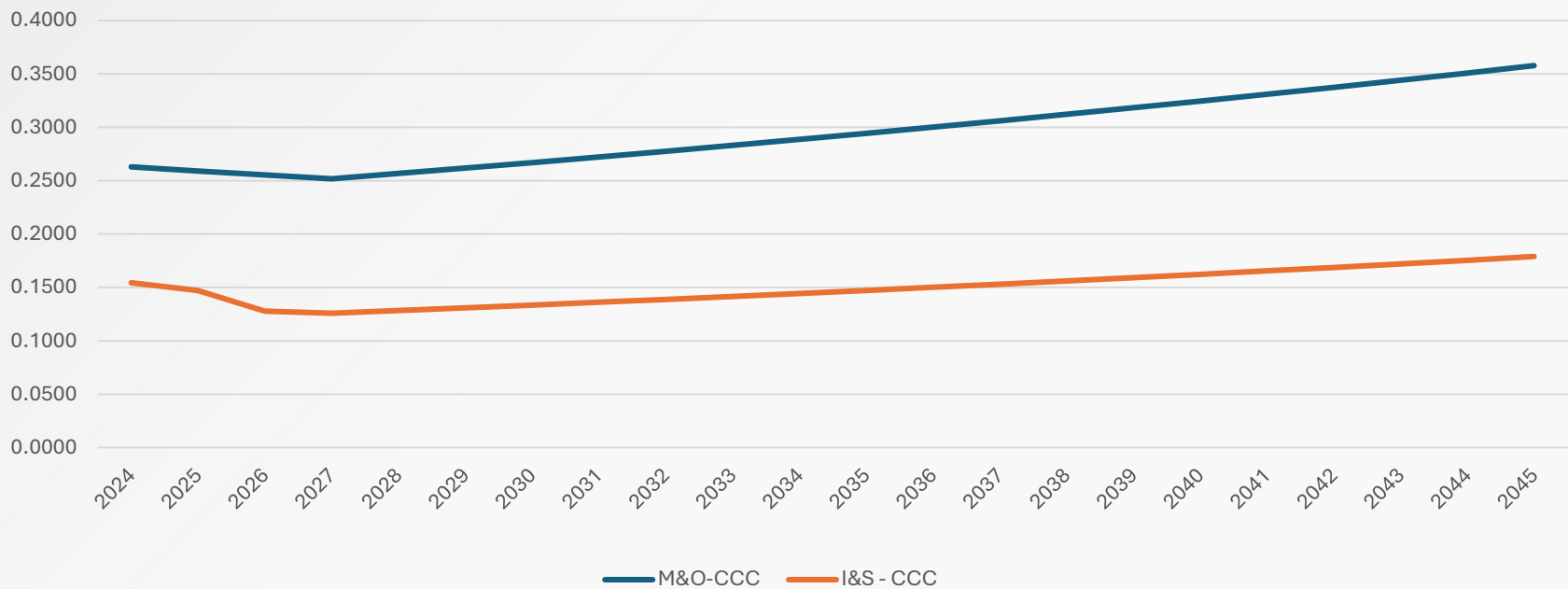
2045 Total
Rate =
\$0.3957

Debt Rate remains constant but
M&O fluctuates over time as
allowed by tax laws.

Debt Capacity Model

Low Scenario - CCC
[Set I&S Tax Rate = 1/3 M&O]

2045 Total
Rate =
\$0.5366



Debt Rate remains equal to 1/3 of the M&O rate which varies over time as allowed by tax laws.

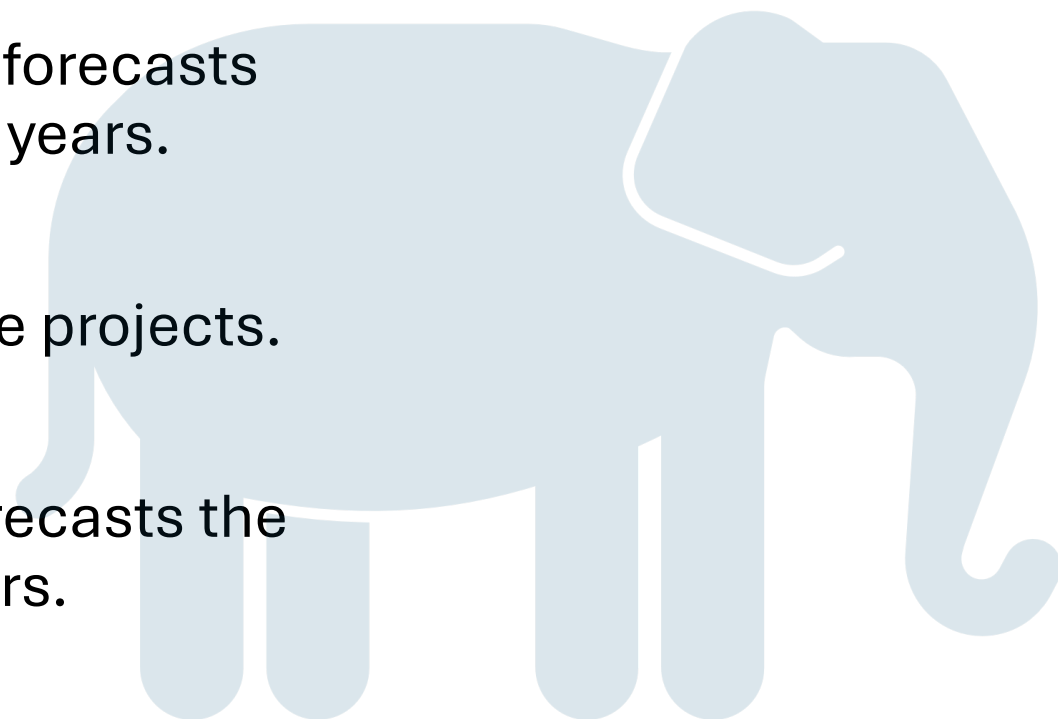
How much can you eat under each scenario?

- Allowing for the timing of construction and the increase in costs over time, the full cost of all projects could be \$1,272,725,476.
- The highest of the 27 scenarios (AAA) forecasts the ability to issue \$1,572,455,000 over 20 years.
- (AAA) is sufficient to complete **100%** of the projects identified in the Master Plans and various studies.

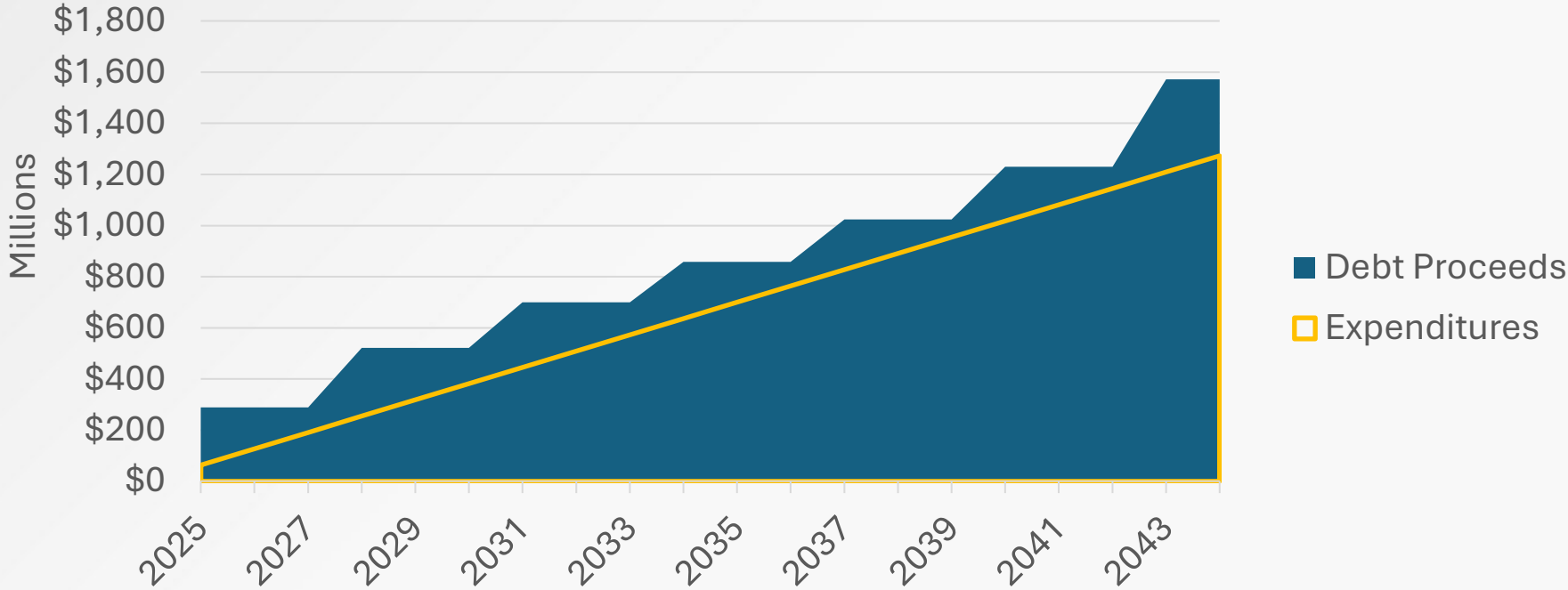


How much can you eat under each scenario?

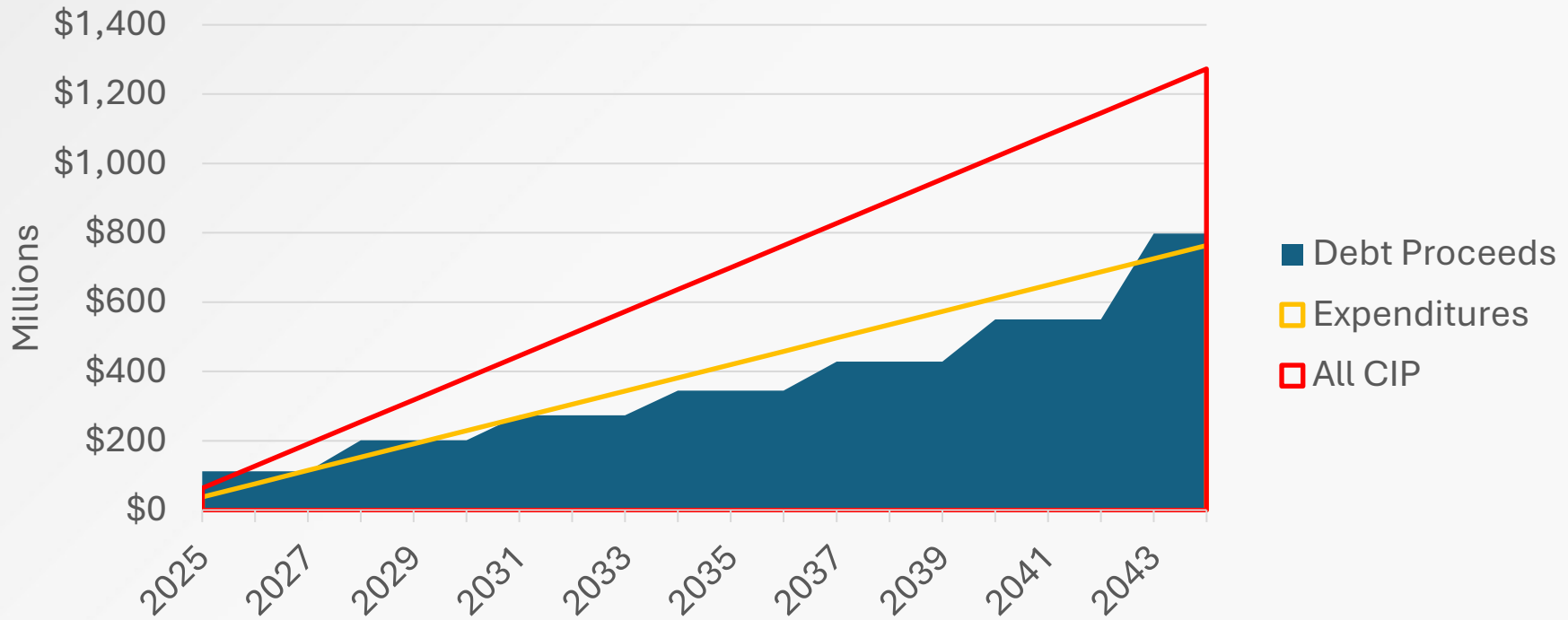
- The **mid-point** of the 27 scenarios (BBB) forecasts the ability to issue \$798,125,000 over 20 years.
- (BBB) is sufficient to complete **60%** of the projects.
- The **lowest** of the 27 scenarios (CCC) forecasts the ability to issue \$577,930,000 over 20 years.
- (CCC) is sufficient to complete **45%** of the projects.



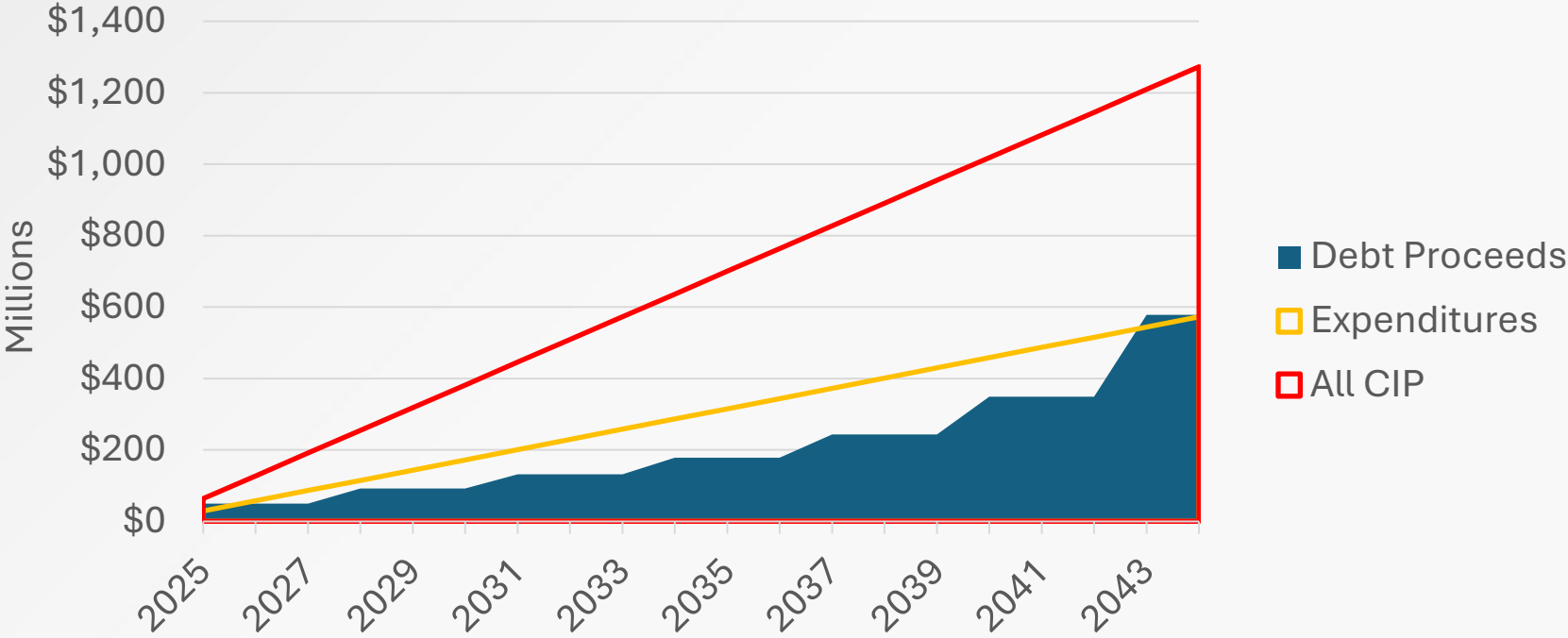
Debt Capacity Scenario AAA
Debt Proceeds vs Expenditures
(Cumulative)



Debt Capacity Scenario BBB
Debt Proceeds vs Expenditures
(Cumulative)



Debt Capacity Scenario CCC
Debt Proceeds vs Expenditures
(Cumulative)



What is being asked today?

1. Does the City Council want to start the process to tackle the projects identified in the previously adopted Master Plans and infrastructure studies?
2. If “yes”, do you want to be a) cautious; b) moderate; c) aggressive?
3. Do you want to set up a prioritization process?

One example of a prioritization process.

1. Plan on bond *elections* every 7 years with a 10-year planning horizon (3 elections in the 20-year timeframe.)
2. Plan on *issuing* debt every 3 years (3 issues to complete the 10-year window)
3. Create a 3-member debt steering subcommittee of City Council.

One example of a prioritization process.

4. Work with City staff to determine organizational capacity to oversee and execute each 3-year CIP program.
5. Work with City staff and other stakeholders to prioritize size and scope of projects to include in the bond election packages as well as each of the associated debt issuances.

Take away conclusion

- Priorities, opportunities, costs will change over time.
- The Debt Capacity Model demonstrates that the City has the financial ability to begin to move forward.

Appetizers anyone?