



**AGENDA
CITY COUNCIL
TRAINING SESSION
CITY OF LEANDER, TEXAS**

Leander City Hall
200 W. Willis Street ~ Leander, Texas



Thursday ~ November 3, 2016 at 7:00 PM

**Mayor – Christopher Fielder
Place 1 – Andrea Navarrette
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd**

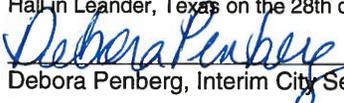
**Place 4 – Ron Abruzzese (Mayor Pro Tem)
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle**

This meeting is open to the Public but does not allow for public participation

1. Open the Meeting
2. Roll Call
3. Open Meetings Act Training
4. 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 items in accordance with the sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. 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) 528-2940 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 28th day of October, 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.


Debora Penberg, Interim City Secretary



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

Pat Bryson Municipal Hall
201 North Brushy Street ~ Leander, Texas



Thursday ~ November 3, 2016 at 8:00 PM

**Mayor – Christopher Fielder
Place 1 – Andrea Navarrette
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese (Mayor Pro Tem)
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
Update on Lakewood Park
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
5. Consider a Resolution Recognizing the Importance of Municipal Courts, the Rule of Law, and the Fair and Impartial Administration of Justice
Sponsored by Mayor Fielder

CONSENT AGENDA: ACTION

6. Approval of the minutes: October 20, 2016
7. Consider Approval of a Resolution Authorizing certain Development Applications to be processed outside of the normal sequence for the Austin Community College project
8. Consider Approval of an Automatic Aid Agreement between the City of Leander and Williamson County Emergency Services District #4 for Fire Service Responses
9. Consider Approval of a Resolution Agreement to solicit grant funding from FEMA, Assistance for the Firefighters Grant Programs for the Leander Fire Department Radio Project
10. Consider Approval of the Purchase of thirteen (13) vehicle radios and seven (7) personal portable radios in the amount of \$89,492.65 from Motorola Solutions, Inc. for use by the Police Department utilizing HGAC Cooperative contract pricing
11. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Starlight Village
12. Consider Approval of a Wastewater Pump and Haul Agreement with Crescent Leander, TX, LLC for the Bryson Subdivision

PUBLIC HEARING: ACTION

13. **Public Hearing** on the issuance of combination tax and revenue Certificates of Obligation in an Aggregate Principal amount not to exceed \$20,000,000

Action on an Ordinance authorizing the issuance of an amount not to exceed \$20,000,000 City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016", authorizing the sale thereof; and enacting provisions incident and related to the issuance of said Certificates

14. **Public Hearing** on the issuance of General Obligation Refunding Bonds

Action on an Ordinance authorizing the issuance of an amount not to exceed \$20,000,000 "City of Leander, Texas General Obligation and Refunding Bonds, Series 2016"

REGULAR AGENDA

15. Consider Approval of Amendment 4 to Task Order HDR-2 with HDR Engineering, Inc., for Professional Services for Improvements of Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard in an Amount not to Exceed \$48,260.00
16. Consider Authorization of a grant of \$75,000 as part of the *Old Town Business Grant* to "Ponyfoot Public House" a brewpub to be located at 216 N. Gabriel Street, Leander, Texas
17. Council Member Closing Statements
18. 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 items in accordance with the sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. 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) 528-2940 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 28th day of October 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debora Penberg, Interim City Secretary

RESOLUTION NO. _____

IN RECOGNITION OF MUNICIPAL COURT WEEK

November 7-11, 2016

**A RESOLUTION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW,
AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE**

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the City of Leander hosts the Leander Municipal Court since 1978;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Leander Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the Leander Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the City of Leander is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, Leander Municipal Judges are not policy makers for the City of Leander but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Leander Municipal Court in complying with such legal requirements.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS THAT THE WEEK OF NOVEMBER 7 – 11, 2016 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF LEANDER.

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 201_.

ATTEST:

Christopher Fielder, Mayor

Debora Penberg, Interim City Secretary



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

Pat Bryson Municipal Hall
201 North Brushy Street ~ Leander, Texas



Thursday ~ October 20, 2016 at 7:00 PM

**Mayor – Christopher Fielder
Place 1 – Andrea Navarrette
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese (Mayor Pro Tem)
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance
**Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance.
Council Member Seiler delivered the invocation.**
2. Roll Call
All were present.
3. Staff Comments:
There were no staff comments.
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
There were no citizen comments.
5. Introduction of Arturo Lomeli, Principal at Tom Glenn High School
Arturo Lomeli, Principal at Tom Glenn High School, introduced himself and talked about the new high school and the school's vision.
6. Recognition of Karen Thompson for her generous contribution of historical artifacts to the City of Leander
Mayor Fielder recognized Karen Thompson and thanked her for her donation of the historical trunks to the City and presented her with a Certificate of Appreciation.
7. Presentation of trunks from Colonel Charles C. Mason's 1850's wagon train journey from North Carolina to Bagdad, Texas
Mayor Fielder presented to Instructional Coach, Amy Bray, on behalf of C.C. Mason Elementary School, one of the historical trunks donated by Karen Thompson and announced that it would be on display at C.C. Mason Elementary School. The second trunk would be on display at Leander City Hall.
8. Recognition of Virginia Naumann for service on the Leander TIRZ Board
Mayor Fielder recognized Virginia Naumann and thanked her for her service to the City of Leander. She was presented a plaque in appreciation of her time on the TIRZ Board.
9. Proclamation declaring November 2016 as "Alzheimer's Disease Awareness Month" in the City of Leander
Sponsored by Council Member Navarrette
Council Member Shepherd read the Proclamation.
10. Proclamation declaring November 2016 as "National Family Caregiver Awareness Month" in the City of Leander
Sponsored by Council Member Navarrette
Council Member Navarrette read the Proclamation.

CONSENT AGENDA: ACTION

11. Approval of the minutes: October 11, 2016
12. A Resolution of the City Councils of the Cities of Cedar Park, Leander and Liberty Hill, Texas expressing their Support for the Law Enforcement Officers Serving our Cities, the State, and the United States

Council Member Shepherd motioned to approve the consent agenda; Second by Council Member Seiler. Motion passed with all voting "aye".

PUBLIC HEARING: ACTION

13. **Public Hearing** on Zoning Case 16-Z-022: Consider a zoning change of 11.0959 acres, more or less, for the property located at 6301 N. Bagdad Road from SFU-2-B, Single Family Urban to SFL-2-A, Single Family Limited and SFL-2-B, Single Family Limited, Leander, Williamson County, Texas
Applicant: Randal Jones & Associates (Amy Little) on behalf of Richard A. Alley Estate
Tom Yantis, Asst. City Manager explained.
Mr. Becker, owner of the tract, gave explanation as to doing SFL-2-B and SFL-2-A.

Action on Zoning Case 16-Z-022: a zoning change of 11.0959 acres, more or less, for the property located at 6301 N. Bagdad Road from SFU-2-B, Single Family Urban to SFL-2-A, Single Family Limited and SFL-2-B, Single Family Limited, Leander, Williamson County, Texas

Motion was made by Council Member Shepherd to approve with staff recommendation of SFL-2-A with a request to bring back with renderings at the second reading.
Second by Council Member Hill. Motion passed with all voting "aye".

REGULAR AGENDA

14. Second Reading of an Ordinance on Zoning Case 16-Z-006: a zoning change for 50.615 acres, more or less, generally located to the west of the intersection of Crystal Falls Parkway and Lakeline Blvd., more specifically to the west of the Fairways at Crystal Falls, Section 5 from SFS-2-B, Single Family Suburban to PUD, Planned Unit Development with a base zoning district of SFS-2-A, Single Family Suburban, Leander, Travis County, Texas
Tom Yantis, Asst. City Manager explained.
Mike Seifer, representative for the Lookout Group, gave clarification.

Mayor Fielder Motioned to approve; Second by Mayor Pro Tem Abruzzese.
The Motion passed, 5 to 2, with Council Members Navarrette and Shepherd voting against.

15. Consider authorization to move public hearing on the issuance of combination tax and revenue certificates of obligation in an aggregate principal amount not to exceed \$20,000,000 and action on the certificates to November 3, 2016
Robert Powers, Finance Director, explained.

Mayor Fielder Motioned to approve; Second by Council Member Seiler.
The Motion passed with all voting "aye".

16. Consider Ordinance amending Appendix A, Leander Code of Ordinances, Sections A1.004 – Park and Recreation Fees; A1.005 – Golf Course Fees; and Section A3.004 – Building Permits and Inspections
Robert Powers, Finance Director, explained.

Council Member Navarrette Motioned to call the question. Mayor Fielder called the question. The Motion to call the question passed with all voting "aye".

Council Member Navarrette Motioned to approve as recommended by staff and to be reviewed again in 6 months; Second by Mayor Pro Tem Abruzzese.

The Motion passed with the vote of 6 to 1 with Council Member Hill voting against.

17. Consider authorizing Award of Bid for twenty-two (22) vehicles for \$652,513.77 from Mac Haik Ford in Georgetown, Texas, Caldwell County Chevy in Caldwell, Texas, Randall Reed's Prestige Ford in Garland, Texas and Grapevine Dodge Chrysler Jeep in Grapevine, Texas
Joy Simonton, General Services Manager, explained.

The Motion to approve was made by Mayor Fielder; Second by Council Member Shepherd.

The Motion passed with all voting "aye".

18. Consider Automatic Aid Agreement between the City of Leander and Travis County Emergency Services District #1 for fire service responses
Bill Gardner, Fire Chief, explained.

Council Member Navarrette Motioned to approve; Second by Council Member Stephenson.

Motion passed with all voting "aye".

19. Consider Award of Construction Contract for Contract Award for Right Turn Lane for Eastbound Crystal Falls Parkway at U.S. Hwy. 183
Wayne Watts, City Engineer, explained.

Council Member Hill Motioned to approve; Second by Council Member Stephenson.

The Motion passed with all voting "aye".

20. Consider Amendment to Task Order HCI-2014-01 and Task Order HCI-2015-2 with Haynie Consulting, Inc. for Professional Services for East Crystal Falls Right Turn Lane Project
Wayne Watts, City Engineer, explained.

A Motion was made by Council Member Shepherd to approve; Second by Council Member Navarrette. The Motion passed with all voting "aye".

21. Consider Variance to Construction Noise Ordinance for Johnston Industries, Inc. to allow for Early Morning Concrete Pour for the Gateway Lot 11 Project site for the Petco and Goodwill Stores
Wayne Watts, City Engineer explained

A Motion was made by Mayor Fielder to approve with the stipulation that it will not interfere with traffic to and from the businesses. Council Member Seiler Second the Motion.

The Motion passed with all voting "aye".

22. Consider Standard Professional Services Agreement and Task Order LEI-1 with Lockwood Engineers, Inc. for professional services for Brushy Street Water Line Improvements
Wayne Watts, City Engineer, explained.

Council Member Navarrette made the Motion to approve; Second by Council Member Stephenson. The Motion passed with all voting "aye".

23. Consider First Amendment to the Wastewater Service Agreement between City of Round Rock and the City of Leander
Wayne Watts, City Engineer, explained.

A Motion was made by Council Member Stephenson to approve; Second by Council Member Shepherd. The Motion passed with all voting "aye".

24. Consider approval of Information Technology Storage and Network Equipment purchase available from Texas Department of Information Resources (DIR) Co-Op Contracts in the amount of \$169,377

Joy Simonton, General Services Manager explained.

A Motion was made by Council Member Shepherd to approve; Second by Council Member Navarrette. The Motion passed with all voting "aye".

25. Consider approval of Dell Employee Workstations purchase from Texas Department of Information Resources (DIR) Co-Op Contract in the amount of \$81,600.00
Joy Simonton, General Services Manager, explained.

A Motion was made by Council Member Shepherd to approve; Second by Council Member Navarrette. Motion passed with all voting "aye".

26. Consider Resolution requesting the CTRMA partner with Williamson County and Williamson County Cities by way of engagement financially and staffing
Kent Cagle, City Manager, explained.

A Motion was made by Council Member Shepherd to approve; Second by Mayor Pro Tem Abruzzese. The Motion passed with all voting "aye".

27. Water Use and Supply Update
Pat Womack, Public Works Director, gave the update.
There was No Action Required.

28. Consider nominations and appointments to the following Boards or Commissions:
a) Planning & Zoning Commission

Mayor Pro Tem Abruzzese noted that Place 2 needed to be filled due to Board Member Cotten's resignation and that Places 1, 3, 5 needed to be filled due to expiration open for reappointment or a nomination.

A Motion was made by Mayor Pro Tem Abruzzese to nominate John Cosgrove for Planning & Zoning Commission Place 2. Council Member Navarrette Second the motion. The Motion passed with all voting "Aye". Mayor Fielder asked if Mr. Cosgrove was willing to accept the responsibilities of the position. Mr. Cosgrove accepted the position.

A Motion was made by Mayor Pro Tem Abruzzese to nominate Chris Schwendenmann for reappointment to Planning & Zoning Commission Place 1; Council Member Stephenson Second the Motion. The vote was 3-4 to reappoint with the following votes:

Mayor Pro Tem – "Aye"
Council Member Stephenson – "Aye"
Council Member Hill – "Aye"
Mayor Fielder – "No"
Council Members Navarrette – "No"
Council Member Shepherd – "No"
Council Member Seiler – "No"

The Motion Failed to reappoint.

Mayor Pro Tem Abruzzese Motioned to Nominate Laura Lantrip for Planning & Zoning Commission Place 1; Council Member Navarrette Second the nomination. All voted "Aye"; the Motion passed.

Mayor Pro Tem Abruzzese Motioned to nominate Jason Anderson for reappointment for the Planning & Zoning Commission Place 3; Second by Council Member Navarrette. The Motion passed with all voting "aye". Mayor Fielder asked Mr. Anderson if he was willing to accept the responsibilities of the position. Mr. Anderson accepted the position.

A Motion was made by Mayor Pro Tem Abruzzese to nominate Richard Allen for reappointment for the Planning & Zoning Commission Place 5; Second by Council Member Stephenson. The vote was 2 to 5 to reappoint with the following votes:

**Council Member Stephenson – “Aye”
Council Member Hill – “Aye”
Mayor Fielder – “No”
Council Member Navarrette – “No”
Council Member Shephard – “No”
Mayor Pro Tem Abruzzese – “No”
Council Member Seiler – “No”**

The Motion Failed to reappoint.

Mayor noted that Mr. Allen will continue to serve until replaced if he is willing to do so.

29. Council Member Closing Statements
The Council Members gave their closing statements.

EXECUTIVE SESSION

Mayor Fielder moved to the additional item agenda and read into the record to be included with The Executive Session on the regular agenda.

30. Convene into executive sessions pursuant to Section 551.087, Texas Government Code, to deliberate the offer of financial or other incentives with a business prospect the City seeks to have locate, stay, or expand in the City

**Council convened into executive session at 8:52 pm.
Council reconvened into open session at 9:34 pm.**

31. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the offer of financial or other incentives with a business prospect the City seeks to have locate, stay or expand in the City

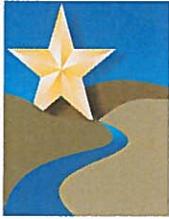
No action was taken.

32. Adjournment
With there being no further business, the meeting adjourned at 9:35 pm

Attest:

Christopher Fielder, Mayor

Debora Penberg, Deputy City Secretary



**MINUTES OF
ADDITIONAL ITEMS ON AGENDA**

**REGULAR CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS
October 20, 2016**



NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, WILL MEET AT 7:00 P.M. IN A REGULAR MEETING ON THE 20th DAY OF OCTOBER, 2016 AT ITS REGULAR MEETING PLACE, THE PAT BRYSON MUNICIPAL HALL, 201 N. BRUSHY STREET, IN THE CITY OF LEANDER, TEXAS, AND IN ADDITION TO THE ITEMS POSTED IN ACCORDANCE WITH THE MEETING REQUIREMENTS WILL ALSO CONSIDER THE ADDITIONAL ITEMS LISTED BELOW:

EXECUTIVE SESSION:

1. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding the Texas Open Meetings Act

Council Convened into Executive Session at 8:52 pm.

Council Reconvened into Open Session at 9:34 pm.

2. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the Texas Open Meetings Act

No Action was Taken.

Attest:

Christopher Fielder, Mayor

Debora Penberg, Deputy City Secretary



Executive Summary

November 3, 2016

Subject: Consider approval of a resolution authorizing certain development applications to be processed outside of the normal sequence for the Austin Community College project.

Background: Austin Community College District is in the process of developing the first phase of the San Gabriel Campus in Leander. In order to facilitate ACC's desired opening of the campus in the Spring of 2018, staff is recommending that the Council authorize modifications to the sequencing of development approvals. ACC needs to begin site work prior to the completion and approval of their final plat in order to meet their construction schedule and needs to delay the extension of certain roads and utilities until later phases of development.

Financial Consideration: None

Recommendation: Staff recommends approval of the resolution

Attachments: Resolution

Prepared by: Tom Yantis, Assistant City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS,
AUTHORIZING CERTAIN DEVELOPMENT APPLICATIONS
TO BE PROCESSED OUTSIDE OF THE NORMAL SEQUENCE
FOR THE AUSTIN COMMUNITY COLLEGE PROJECT**

WHEREAS, Austin Community College (“ACC”) will develop certain property within the City of Leander (the “Site”) as a college campus (the “Campus”);

WHEREAS, ACC is working towards opening the Campus by April 2018;

WHEREAS, ACC has requested that the City of Leander (the “City”) allow ACC to process some development applications outside of the normal sequence so that ACC can meet its deadline to open the Campus; and

WHEREAS, the operation of the Campus within the City benefits the economic welfare of the City, as well as providing educational opportunities for Leander citizens;

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

Section 1. Findings. The City Council hereby finds the foregoing recitals to be true and correct and incorporates the above and foregoing recitals into this resolution as findings of fact.

Section 2. Sequencing of Development Applications. The City Council hereby authorizes the following modifications to the sequencing of development applications for the Campus at the Site: a) the platting and construction of certain roadways and utilities may be delayed; provided that adequate measures are put into place to ensure that said roadways and utilities will be platted and constructed in the future; and (b) a site development permit may be issued for the Campus before a final plat for the Site is approved; provided that adequate measures are put into place to ensure that the required infrastructure is constructed for the Campus. The City Manager is authorized to negotiate and execute one or more memoranda of agreement with ACC as determined necessary and appropriate to document the authorized modifications to the sequencing of the development applications as authorized by this resolution.

Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

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

PASSED AND APPROVED this the 3rd day of November, 2016.

ATTEST:

City of Leander, Texas

Debora Penberg, City Secretary

Christopher Fielder, Mayor



Executive Summary

November 3, 2016

Agenda Subject: Automatic Aid Agreement between the City of Leander and Williamson County Emergency Services District # 4 for fire service responses.

Background: In an effort to provide adequate resources and take advantage of existing resources that are ready to respond, this agreement defines an automatic request when a structure fire is reported.

This agreement does not have a financial impact and allows for when resources are already committed to make sure that the City of Leander is not left without additional resources.

This agreement is part of the improvement plan for the City of Leander ISO showing that we are getting the adequate number of truck and responders when a fire is burning in a structure.

The departments currently work on a mutual aid request system for structure fires currently, this agreement would decrease the time in the process to request and start the response of needed resources in an emergency. Future agendas will have similar agreements with other emergency service districts and neighboring cities.

Origination: Bill Gardner, Fire Chief

Recommendation: Staff recommends Council approval of this Agreement.

Attachments: Agreement

Prepared by: Bill Gardner

WHEREAS, it is the desire of City and ESD No. 4 an Automatic Aid Agreement for fire department services.

NOW, THEREFORE, IT IS AGREED:

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to Texas Government Code, Chapter 791, the Interlocal Cooperation Act.
2. The Parties agree to respond to emergencies, as defined in Paragraph 3 of this Agreement, occurring within the corporate limits of the other Party on a cooperative, reciprocal basis, subject to availability of personnel and equipment. Upon receiving notice of an emergency from Williamson County dispatch, each Party shall dispatch the nearest available fire department equipment and personnel to the site of the emergency.
3. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by the fire departments of the Parties.
4. This agreement shall encourage the development of cooperative procedures and protocols, including but not limited to, communications coordination, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance the ability of the fire departments of the Parties to fulfill their missions.
5. Nothing in this agreement shall limit the ability of either Party from agreeing to

participate in more specific contracts or services, mutual assistance or automatic response, nor shall this prohibit either Party from providing emergency assistance to another jurisdiction, which is not a Party in the agreement.

6. It is understood that the Parties may have heretofore contracted or may hereafter contract with each other or other entities for mutual aid or emergency aid, and it is agreed that to the extent there is a conflict between this agreement and any other mutual or emergency aid agreement, the provisions of this agreement shall be subordinate to the mutual or emergency aid agreement.
7. The City and ESD No.4 shall retain ownership of any equipment or property each respective Party brings to the performance of this agreement, and each Party shall retain ultimate and exclusive control of its respective employees.
8. Participants in this Automatic Aid Agreement do further agree to the following standards and procedures to govern responses to emergencies under this Automatic Aid Agreement:
 - A It is the intent of the Automatic Aid Agreement to allow the closest, most appropriate emergency response unit to a structure fire to be dispatched automatically regardless of the location of the emergency or the jurisdictional affiliation of the response unit, provided that the emergency occurs within the designated areas of response of the Parties.

- B. Each party shall use common standard command procedures, which shall be called the Incident Management System. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures.

- C. The Parties shall use the same set of procedures for Incident Management and Minimum Company Standards (basic evolutions used in the fire service). It is the desire of the Parties to explore other opportunities for joint training, including entry-level training, mini academies, refresher training and systems training to encourage a higher level of confidence between the Parties.

- D. The Parties shall maintain a staffing level of at least three trained personnel on fire engines and ladders when responding to emergencies under this agreement, when possible but understand two person staffing on a squad maybe used based on staffing levels for the day.

- E. The Parties agree to cooperate in using standard operating procedures and common command procedures in responding to emergencies under this agreement.

- F. The Parties recognize that certain emergencies require specialized equipment or specially trained personnel to adequately handle the emergency. Such emergencies include but are not limited to: hazardous material support, technical

rescue support, loss control, rehabilitation, command, utility, brush, and water tenders. The Parties agree to dispatch the appropriate specialized equipment and personnel, as available, to handle the emergency.

- G. The Parties shall perform all services under the agreement in a reasonable and professional manner.
 - H. The Parties shall define “time of dispatch” as the point in time at which the Dispatch and Deployment Center has notified the Party's fire department of the emergency.
 - I. The Parties shall measure “response time” from the time of dispatch to time of arrival at the emergency.
- 9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
 - 10. Except as specifically agreed to by both parties for particular incidents, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, Parties may apply for reimbursement from County, State and Federal agencies.
 - 11. The parties further understand that this agreement supersedes any previous Automatic

Aid Agreement between any of the parties hereto.

12. This Automatic Aid Agreement shall commence upon signing by all parties and shall continue in force until terminated by formal act of the parties to this agreement. If one party wishes to terminate this agreement, thirty (30) days notice in writing of intention to terminate shall be given to all parties involved.
13. Nothing in this Agreement shall be deemed to extend or increase the jurisdiction or authority of either Party except as necessary to implement and perform the services and duties provided for in this Agreement. All governmental and proprietary functions and services within City and not traditionally provided by ESD No.4, or designated by state law or this Agreement as a service to be provided by ESD No.4, shall be and remain the sole responsibility of City. All services within ESD No.4 outside the limits of City and not designated in this Agreement as a service to be provided by City shall be and remain the sole responsibility of ESD No.4.
14. Except as specifically provided herein for and with respect to any contracted service, nothing in this Agreement is intended to nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. To the extent not inconsistent with the specific terms hereof, the level and quality of services to be provided by each party pursuant to this Agreement shall be established by each Party's respective budgets.
15. No term or provision in this agreement is intended to create a partnership, joint venture or

agency arrangement between and of the parties.

16. Each party which performs services or furnishes aid pursuant to this agreement shall do so with funds available from current revenues of the party. No party shall have any liability for the failure to expend funds to provide aid hereunder.
17. No party to this agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the execution of this agreement and the performance of the covenants contained within.
18. This Automatic Aid Agreement shall be reviewed by all parties every five years or as deemed necessary.
19. This agreement may be amended only by the mutual written consent of the parties.
20. This agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this agreement shall lie exclusively in Williamson County.

For City of Leander

FOR Williamson CO. ESD No. 4

By: _____

By: _____

Its: City Manager

Its: Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____



Executive Summary

11/03/2016

Council Agenda Subject: A resolution agreement to solicit grant funding from FEMA, Assistance for Firefighters Grant Programs for the Leander Fire Department Radio Project.

Background:

The City of Leander Public Safety Agencies are users of the Regional radio System. Each user is responsible for the radio that is used on the system and must meet the minimum requirements of the system to be able to receive and transmit information to and from the 911 centers and other agencies in the area.

The current radios used by Leander Fire Department have reached the life of use and the manufacturing is no longer producing the radio and parts for repairing the radio effective this year. There are existing parts on the shelf but as they are used no other parts will be available.

This transition creates an expensive proposition for the City of Leander and we are trying all avenues to be able to solicit funding assistance to fix this problem. This problem is impacting all areas of Central Texas that are participating in the Regional radio System.

The cost to replace all radios in public safety at one time would exceed \$850,000 dollars for units in cars and handheld radios used by first responders on the street. There will be a plan submitted on addressing this issue during budget on how to replace these items over the next three budget years.

The ability to help offset some of these costs by grant dollars is being pursued and the requested resolution is for an Assistance to Firefighters Grant

This grant is requesting \$379,120.00 dollars for the replacement of 56 handheld radios. These funds will start working on solving the needs of the replacement of the aged radios.

Origination: Bill Gardner, Fire Chief/EMC

Financial Consideration:

If approved, the funds received from the Assistance to Firefighter Grant Program will be used to purchase the specified radio below. The matching funding would be in the amount of \$37,912.00. This is not currently budgeted and a request for a budget amendment would be made if the grant was awarded and the city decided to accept the grant. If we are unable to secure grant funding, the multi-year replacement plan will submit at the beginning of the 2017-2018 budget year so these items are part of the consideration during the next applicable budgetary process.

Requested funds:

56 Radios, microphone, and chargers @ 6650.45 and \$120 programming fee per radio.

Total requested: \$379,120.00

Recommendation: Staff recommends the acceptance of the resolution.

Attachments: Copy of proposed resolution

Prepared by: Bill Gardner, Fire Chief/EMC

RESOLUTION NO. 16-00X-XX

A RESOLUTION OF THE CITY OF LEANDER, TEXAS TO SOLICIT GRANT FUNDING FROM THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM FOR THE LEANDER FIRE DEPARTMENT RADIO PROJECT.

WHEREAS, The Leander City Council finds it in the best interest of the citizens of Leander that the Leander Fire Department Radio Project be funded during the 2017 AFG Grant fiscal year; and

WHEREAS, the Leander City Council agrees to provide matching funds, if applicable, for the said project as required by the Assistance to Firefighters Grant Program of the Federal Emergency Management Agency(FEMA); and

WHEREAS, the Leander City Council agrees that in the event of loss or misuse of the AFG funds, the City of Leander assures that the funds will be returned to the FEMA in full; and

WHEREAS, the Leander City Council designates Fire Chief Bill Gardner as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Leander City Council approves submission of the grant application for the Leander Fire Department Radio Project to the AFG Program.

Approved this 3rd day of November, 2016.

Attest:

Christopher Fielder, Mayor

Deborah Penberg, Interim City Secretary



Executive Summary

November 3, 2016

Subject: Authorize purchase of thirteen (13) vehicle radios and seven (7) personal portable radios in the amount of \$89,492.65 from Motorola Solutions, Inc. for use by the Police Department utilizing HGAC Cooperative contract pricing

Background: The Adopted FY 2016-17 Budget includes funds for new and replacement Police Department vehicles. Each vehicle, once received, is equipped with radio equipment for emergency services communication. To provide existing system compatibility and maintain a unified network, all new radios installed throughout the patrol fleet will be Motorola APX 6500 units. The purchasing plan for this budget year is as follows for vehicle radios.

Replacement Vehicle Radios				
Dept	ID	Make/Model	Replacement	Vehicle Radio Cost
PD	Patrol	Chevy Tahoe	Chevy Tahoe	\$4,465.75
PD	Patrol	Chevy Tahoe	Chevy Tahoe	\$4,465.75
PD	Patrol	Chevy Tahoe	Chevy Tahoe	\$4,465.75
PD	Patrol	Chevy Tahoe	Chevy Tahoe	\$4,465.75
PD	Patrol	Chevy Tahoe	Chevy Tahoe	\$4,465.75
PD	Patrol	Chevy Tahoe	Chevy Tahoe	\$4,465.75
New Vehicle Radios				
Dept	ID	Make/Model	Replacement	Vehicle Radio Cost
PD	Patrol	Chevy Tahoe	NA	\$4,465.75
PD	Patrol	Chevy Tahoe	NA	\$4,465.75
PD	Patrol	Chevy Tahoe	NA	\$4,465.75
PD	Patrol	Chevy Tahoe	NA	\$4,465.75
PD	Community Service	Chevy Tahoe	NA	\$4,465.75
PD	Animal Service	3/4 Ton Pick-Up Bed Removed	NA	\$4,465.75
PD	Professional Standards	Pursuit Sedan (Dodge Charger)	NA	\$4,465.75
				\$58,054.75

AGENDA ITEM # 10

The Adopted FY 2016-17 Budget also includes funds to hire seven new police department personnel positions that require a personal, portable radio.

Again, to provide existing system compatibility and maintain a unified network, Motorola APX 6000 radios are used throughout the police force. The purchasing plan for this budget year is as follows for personal radios.

New Portable Radios

Dept	ID	Portable Radio Cost
PD	Patrol	\$4,359.97
PD	Community Service	\$4,359.97
PD	Animal Service	\$4,359.97
PD	Professional Standards	\$4,359.97
PD	Battery Charging Station	\$918.11

\$31,437.90

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. The Houston Council of Area Governments (HGAC) is a widely used cooperative buying agency that offers the most competitive Motorola Solutions contract. HGAC Contract #RA05-15 pricing will be used. The City does not pay a fee to utilize the co-op contract pricing.

Financial Consideration: Vehicle Replacement Fund (Fund 14 / \$26,794.50); General Fund (Fund 01 / \$62,698.15);

Recommendation: Staff recommends purchase of thirteen (13) vehicle radios and seven (7) personal portable radios in the amount of \$89,492.65 from Motorola Solutions, Inc. for use by the Police Department utilizing HGAC Cooperative contract pricing

Attachments: Motorola Solutions, Inc. Pricing Schedule; Motorola Solutions, Inc. Quotes

Prepared by: Joy Simonton, Purchasing Agent
Greg Minton, Chief of Police



MOTOROLA SOLUTIONS

Quote Number: QU0000377487
Effective: 23 SEP 2016
Effective To: 22 NOV 2016

1719266

Bill-To:

LEANDER POLICE DEPT
P O BOX 319
LEANDER, TX 78641
United States

Attention:

Name: Jackson Mitchell
Phone: 512-528-2804

Sales Contact:

Name: Gene Aicher
Email: gene.aicher@bearcom.com
Phone: 512-964-5510

Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	13	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$4,465.75	\$58,054.75
1a	13	G806BE	ADD: ASTRO DIGITAL CAI OPERATION		
1b	13	G24AX	ADD: 3 YEAR SERVICE FROM THE START LITE	01-42-7000 (2)	= \$8,931.50
1c	13	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION		
1d	13	W22BA	ADD: PALM MICROPHONE	14-41-7000 (6)	= \$26,794.50
1e	13	G442AJ	ADD: O5 CONTROL HEAD		
1f	13	G67BC	ADD: REMOTE MOUNT MID POWER	01-41-7000 (4)	= \$17,863
1g	13	G444AE	ADD: APX CONTROL HEAD SOFTWARE		
1h	13	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	01-43-7000 (1)	= \$4,465.75
1i	13	G831AD	ADD: SPKR 15W WATER RESISTANT		
1j	13	GA00235AA	ADD: NO GPS ANTENNA NEEDED		
1k	13	G51AU	ENH: SMARTZONE OPERATION APX6500		
1l	13	G361AH	ADD: P25 TRUNKING SOFTWARE		
1m	13	G996AS	ENH: OVER THE AIR PROVISIONING		
1n	13	GA01767AK	ADD: APX MOBILE RADIO AUTHENTICAT		

Total Quote in USD

\$58,054.75

ITEMS RECEIVED

OCT 11 2016

APPROVED
GREG MINTON

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order



Quote Number: QU0000379181
 Effective: 10 OCT 2016
 Effective To: 08 JAN 2017

17-19266

Bill-To:

LEANDER POLICE DEPT
 705 LEANDER
 LEANDER, TX 78641
 United States

Attention:

Name: Jackson Mitchell
 Phone: 512-528-2804

Sales Contact:

Name: Gene Aicher
 Email: gene.aicher@bearcom.com
 Phone: 512-964-5510

Contract Number: HGAC
 Freight terms: FOB Destination
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	7	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$4,019.39	\$28,135.73
1a	7	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		
1b	7	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE		
1c	7	H869BZ	ENH: MULTIKEY		
1d	7	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)		
1e	7	Q445AG	ADD: APX Personnel Accountability		
1f	7	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION		
1g	7	H38BT	ADD: SMARTZONE OPERATION		
1h	7	Q361AR	ADD: P25 9600 BAUD TRUNKING		
2	7	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$110.17	\$771.19
3	7	PMMN4062A	ASSY, ACCESSORY, MICROPHONE, PLU S RSM *	\$86.45	\$605.15
4	7	RLN4941A	REC ONLY EARPIECE W/TRANSLUCET TUBE	\$50.68	\$354.76
5	7	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	\$93.28	\$652.96
6	1	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$918.11	\$918.11

01-41-5217 (4) = \$17,439.88
 01-42-5217 (2) = \$8,719.94
 01-43-5217 (1) = \$4,359.97

Add to

Total Quote in USD

\$31,437.90

ITEMS RECEIVED

OCT 11 2016

APPROVED
 GREG MINTON

- * This quote contains items with approved price exceptions applied against it
- * This quote contains items that reflect discounts from approved total Price Exception of (\$11152)

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number



APX 6500 – Vehicle Radio



APX 6000 – Portable Radio



Executive Summary

November 3, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Starlight Village

Background: The subdivision infrastructure improvements required for Starlight Village have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on **November 3, 2016**, which will provide warranty and maintenance coverage for the infrastructure improvements through **November 3, 2018**. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

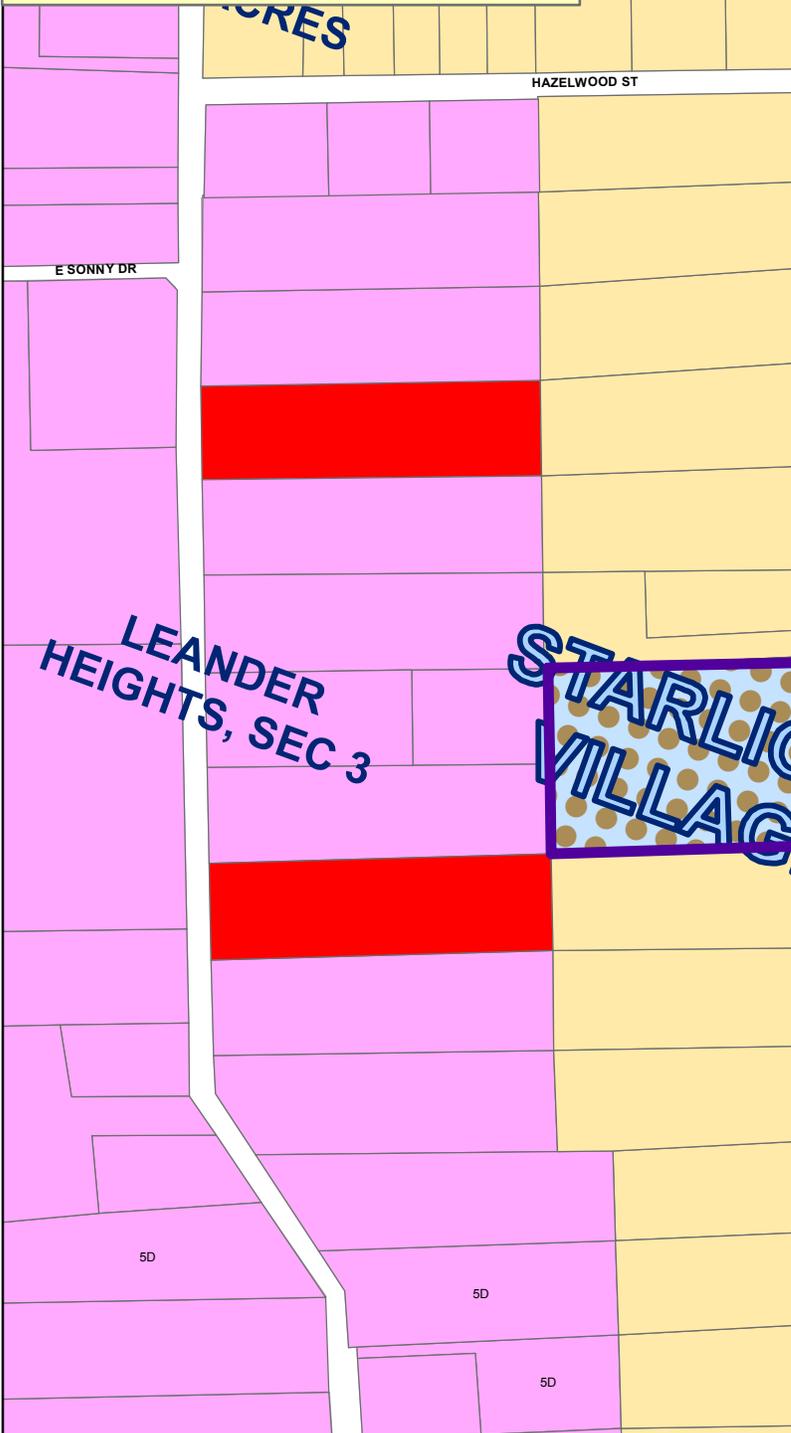
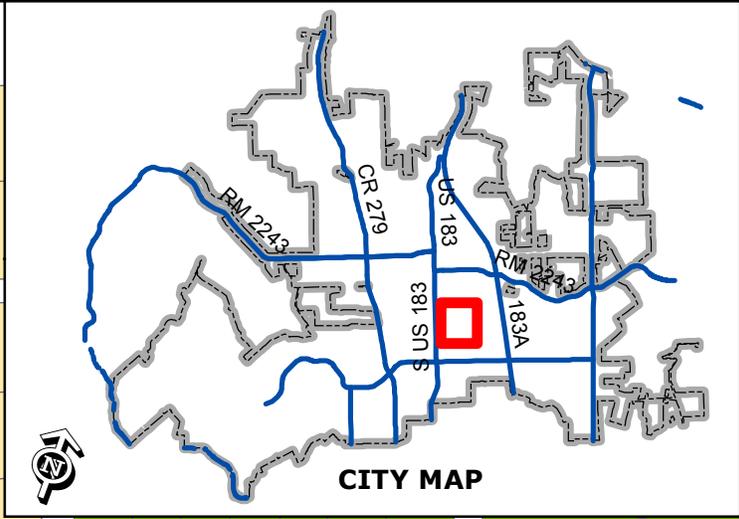
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Starlight Village.

Attachments: Location Map, Engineer's Concurrence Letter, TAS Approval Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates.

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

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

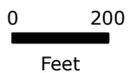


SUBDIVISION ACCEPTANCE

Location Map - Starlight Village

- Area For Acceptance
- City Limits
- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome

- SFR
- SFE
- SFS
- SFU
- SFC
- SFL
- SFT
- SFU/MH
- TF
- MF
- LO
- LC
- GC
- HC
- HI
- PUD



October 5, 2016

Mr. Michael O'Neal
Engineering Department
City of Leander
200 West Willis Street
Leander, Texas 78641

Re: Engineers Concurrence Letter
15-PICP-020 – Starlight Village Public Infrastructure,

Mr. O'Neal,

As required by the City of Leander Subdivision Ordinance Article II, Section 28 (g), please accept this Engineers Concurrence Letter for the Final acceptance of the Public Infrastructure and the Site Development Plan, Phase 1 for Starlight Village.

The contractor for Starlight Village has submitted all required documents and addressed all required punch list items. It is the determination of Matkin Hoover Engineering that this project is substantially complete. Temporary Erosion Control measures have been installed and re-vegetation of the common area and street parkway will be completed with the construction of each individual home.

If you have any questions or comments, please feel free to contact me at the office.

Sincerely,



Aaron J. Neumann, P.E.
Project Manager





DEMING DESIGNS & ASSOCIATES

Registered Accessibility Specialists

DESIGN ● CONSULTATION ● PLAN REVIEWS ● INSPECTIONS

4009 Banister Ln., Ste. 2-250 | Austin, TX | 78704

10/4/2016



RE: Front sidewalk assessment for Starlight Village, Horizon Park, Leander TX.

Mr. Dan Jackson

Matkin Hoover

Mr Jackson,

My recent assessment of the front sidewalk for this subdivision is that the sidewalk shown in the photos is compliant with the Texas Architectural Barriers Act, Chapter 469 of the Texas Government Code.

Please call with any questions.

Sincerely,

A handwritten signature in black ink that reads "David Deming" with a horizontal flourish extending to the right.

David Deming

Registered Accessibility Specialist 129

512-940-4226

October 12, 2016

Mr. Michael O'Neal
Engineering Department
City of Leander
200 West Willis Street
Leander, Texas 78641

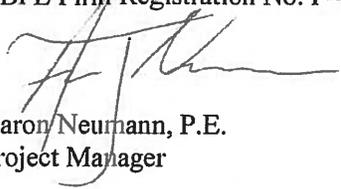
Re: Starlight Village – Public Improvements Costs

To Whom It May Concern:

Matkin Hoover Engineering & Surveying has reviewed the cost for the public infrastructure improvements for Starlight Village in the amount of \$ 314,912.00 as shown in the attached proposal from Joe Bland Construction, LP and finds the amount stated to be reasonable based on our design of the project.

If you have any questions or need additional information, please feel free to call our office.

Sincerely,
Matkin Hoover Engineering & Surveying
TBPE Firm Registration No. F-4512


Aaron Neumann, P.E.
Project Manager



Attachment – Starlight Village Leander Final Cost & Quantities (Public Infrastructure Only) - Joe Bland Construction, LP

Starlight Village Leander Final Cost & Quantities (Public Infrastructure Only)

Joe Bland Construction, LP

13111 Dessau Road

Austin, Texas 78754

Contact: Kyle Klussmann

Phone: 512.821.2808

Fax:

Quote To: Dan Jackson
Matkin Hoover Engineering

Job Name: Starlight Village

Date of Plans: 12-10-15

Phone:

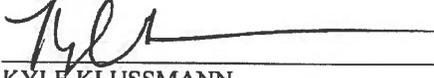
Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
240	Water Improvements				
260	12" x 12" Hot Tap {Wet Connection w/ 12" G.V.}	1.00	EA	4,000.00	4,000.00
280	12" - C-900 DR14 Water Line	270.00	LF	45.00	12,150.00
340	8" - C-900 DR14 Water Line	1,044.00	LF	40.00	41,760.00
360	8" - Gate Valve	3.00	EA	3,000.00	9,000.00
400	5-1/4" - FIRE HYDRANT {Storz Connector Assembly w	2.00	EA	5,000.00	10,000.00
420	Double Water Service	8.00	EA	1,800.00	14,400.00
440	Single Water Service	14.00	EA	1,700.00	23,800.00
500	4" - Sleeves	200.00	LF	15.00	3,000.00
520	6" - Sleeves	100.00	LF	20.00	2,000.00
540	Raise Valve Castings	5.00	EA	400.00	2,000.00
560	Test Water	1.00	LS	1,500.00	1,500.00
600	Trench Safety Systems	1,314.00	LF	1.00	1,314.00
620	Horizon Park Blvd Pavement Repair	36.00	SY	90.00	3,240.00
650	Relocate Water Line along Horizon Blvd - 8"	1.00	LS	25,300.00	25,300.00
660	Total Water Improvements				\$153,464.00
680	Wastewater Improvements				
700	Tie to Existing Manhole {8" Core and External Drop	1.00	EA	5,000.00	5,000.00
720	Re-Hab Existing Manhole	1.00	EA	3,000.00	3,000.00
740	6" SDR-26 Wastewater Pipe	1,188.00	LF	40.00	47,520.00
760	4' - Standard WW Manhole	6.00	EA	5,000.00	30,000.00
800	Single {WasteWater Service}	30.00	EA	1,800.00	54,000.00
840	Raise Manhole Castings	6.00	EA	500.00	3,000.00
860	Test WW	1.00	LS	2,500.00	2,500.00
900	Trench Safety Systems	1,188.00	LF	1.00	1,188.00
940	Total Wastewater Improvements				\$146,208.00
1000	Site Improvements				
1800	8' - Sidewalk	3,048.00	SF	5.00	15,240.00
1880	Total Site Improvements				\$15,240.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRAND TOTAL					\$314,912.00

NOTES:



KYLE KLUSSMANN
JOE BLAND CONSTRUCTION, LP
10-12-16

MAINTENANCE BOND
Subdivision Improvements

Bond No. 4407305

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Joe Bland Construction, LP
as Principal, whose address is 13111 Dessau Rd, Austin, TX 78754 and
Suretec Insurance Company a Corporation organized under the
laws of the State of Texas, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Seventy Four Thousand Two Hundred Forty Three and 90/100's Dollars
(\$ 74,243.90) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Starlight Village - Leander Heights Sec 3
Site Development Permit, Non-Subdivision Public Infrastructure
(insert description of subdivision improvements) (the "improvements") pursuant to the
ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though
the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 16th day of September, 2016.

Joe Bland Construction, LP
Principal

By: 

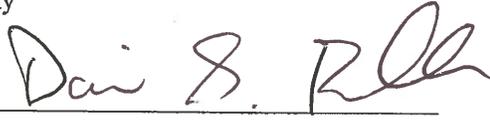
Title: Joe Bland
President, Bland, Inc.
General Partner

Address: _____

13111 Dessau Rd

Austin, TX 78754

Suretec Insurance Company
Surety

By: 

Title: David S. Ballew, Attorney-in-fact

Address: _____

1330 Post Oak Blvd, Suite 1100

Houston, TX 77056

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

Ballew Surety Agency, Inc. - David S. Ballew

3802 Manchaca Rd, Austin, TX 78704

(Seal)



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

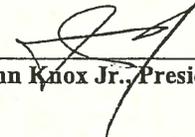
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (*Adopted at a meeting held on 20th of April, 1999.*)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

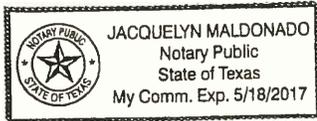
SURETEC INSURANCE COMPANY

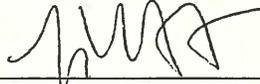
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

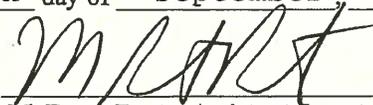
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of September, 2016, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE
INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint:

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

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

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

You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

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

Terrorism Risk Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, and Fungi**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

AFFIANT:

Signature: *Kyle Klussmann*

Typed Name: Kyle Klussmann

Title: Project Manager

STATE OF TEXAS '

COUNTY OF TRAVIS '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of October, 2016.

[S E A L]



Cristina Piccioni
Notary in and for the State of Texas

Name: Cristina Piccioni

My commission expires: 11/2/19

Initialed: KK



Executive Summary

November 3, 2016

Council Agenda Subject: Approval of a Wastewater Pump and Haul Agreement with Crescent Leander, TX, LLC for the Bryson Subdivision.

Background: The Bryson Subdivision requires a lift station, force main and offsite wastewater line to be constructed. The “needed wastewater infrastructure” was designed as part of two sets of plans: Bryson Major Infrastructure Lift Station #21 and Bryson Offsite Wastewater. The construction of Bryson Phase 1D, including the internal streets and utilities, is nearing completion and Bryson Phase 1A, 1B and 1C have been accepted, but the needed wastewater infrastructure has been delayed.

A Pump and Haul Agreement between the City of Leander and Crescent Leander, TX, LLC would allow homes to be sold within the first phase of the project, while the lift station and offsite wastewater line is delayed. Per the agreement, homes in Phase 1 can be constructed and obtain certificates of occupancy; while wastewater service is being provided by pump and haul.

The City wishes to ensure there is adequate financial security guaranteeing the completion of the needed wastewater infrastructure and the continuity of pump and haul services until the line is completed and accepted. Crescent has posted a bond for the construction cost of the Bryson Major Infrastructure Lift Station #21 and Bryson Offsite Wastewater and has deposited \$60,840.00 with the City for the cost of six (6) months of pumping and hauling wastewater from the property. Crescent will be responsible for providing the pump and haul services until the needed wastewater infrastructure is constructed and accepted by the City.

Origination, Terri A. Crauford, P.E., Assistant City Engineer

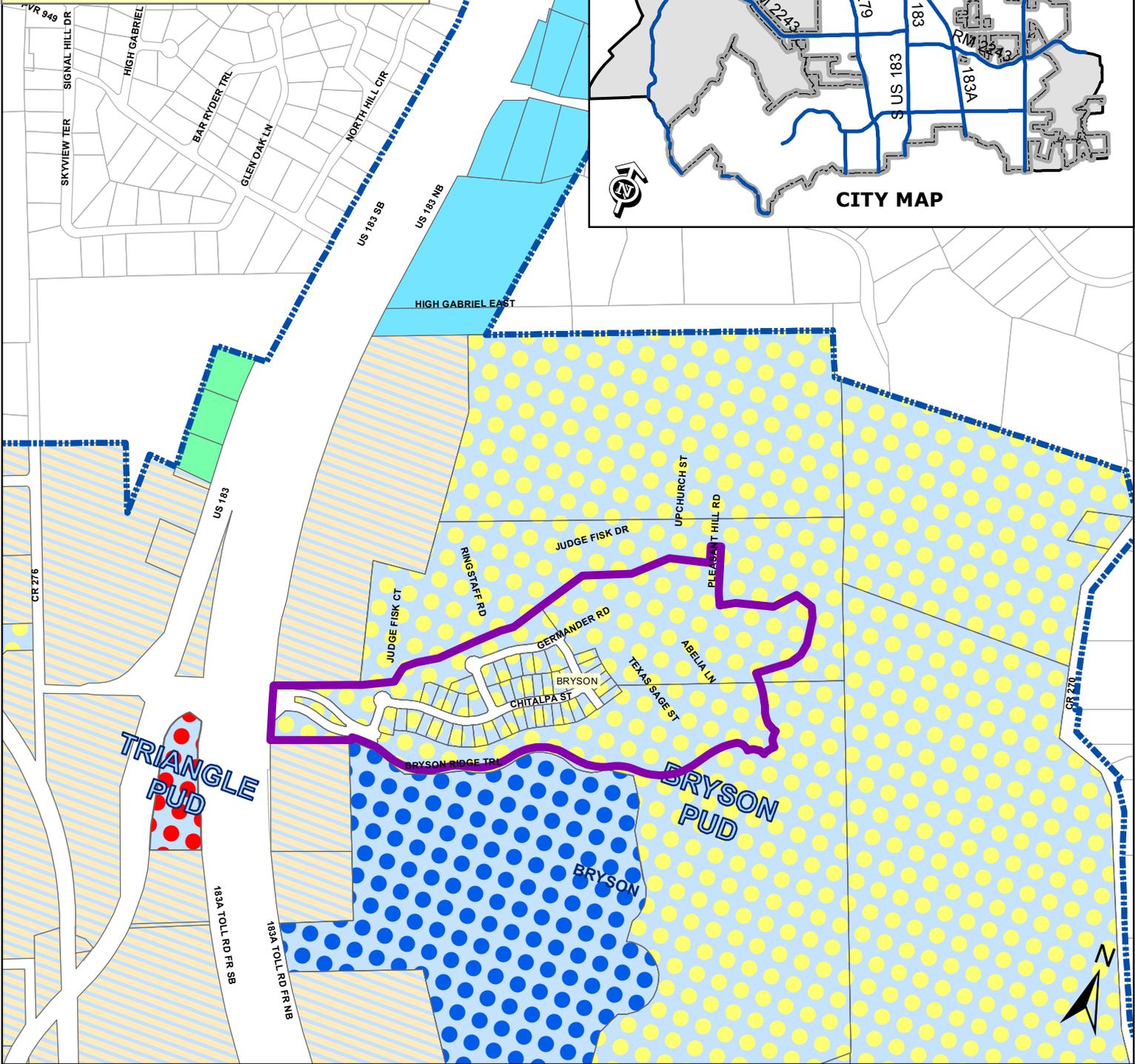
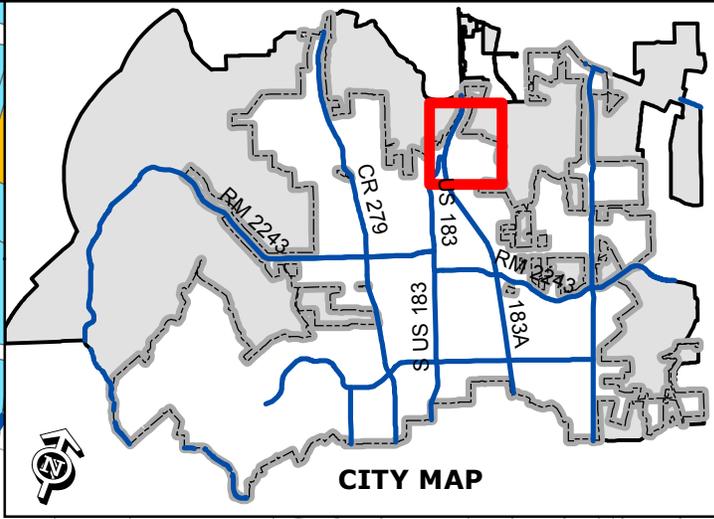
Financial Consideration: N/A

Recommendation: Staff recommends City Council’s approval of the Pump and Haul Agreement with Crescent Leander, TX, LLC

Attachments: Pump and Haul Agreement and Location Map

Prepared by: Terri A. Crauford, P.E., Assistant City Engineer

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



PUMP AND HAUL AGREEMENT

Location Map - Bryson Pump and Haul Agreement

-  Area of Interest
-  City Limits



- | | | |
|------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
|  SFR - Single-Family Rural |  LO - Local Office |  OS - Open Space |
|  SFE - Single-Family Estate |  LC - Local Commercial |  CD - Conventional Sector |
|  SFS - Single-Family Suburban |  GC - General Commercial |  S1 - General Sector |
|  SFU - Single-Family Urban |  HC - Heavy Commercial |  S2 - Station Sector |
|  SFC - Single-Family Compact |  HI - Heavy Industrial |  Civic Building |
|  SFL - Single-Family Limited |  PUD - General Commercial |  T4 - Genral Urban |
|  SFT - Single-Family Townhouse |  PUD - Mixed Use |  T5 - Urban Center |
|  SFU/MH - Single-Family Urban/Manufactured Home |  PUD - Multi-Family |  T6 - Urban Core |
|  TF - Two Family |  PUD - Townhomes |  SD - Special District |
|  MF - Multi-Family |  PUD - Single-Family | |

**WASTEWATER PUMP AND HAUL AGREEMENT
FOR THE BRYSON SUBDIVISION (PHASE 1D)**

This Pump and Haul Agreement (this "Agreement") is made and entered into as of the 18 day of October, 2016 (the "Effective Date") by and between the **CITY OF LEANDER, TEXAS**, a Texas home rule municipal corporation (the "City"), and **CRESCENT LEANDER, TX, LLC**, a Delaware limited liability company (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

RECITALS:

Whereas, the Developer is developing that certain subdivision known as the Bryson Subdivision (the "Project");

Whereas, Developer desires to sell lots within Phase 1A, 1B and 1D of the Project, known as Bryson Phase 1 (the "Subdivision"), which is more particularly described herein on **Exhibit A** attached hereto and made a part hereof (the "Property"), and desires that persons purchasing such lots may build homes on such lots and obtain certificates of occupancy for such homes while the following described wastewater infrastructure is being completed and desires to provide wastewater service through pump and haul until such infrastructure is complete: Offsite Wastewater Improvements, as shown on the pending construction plans for the Bryson Offsite Wastewater (15-TOD-PICP-006) and Bryson Major Infrastructure Lift Station #21 (15-TOD-PICP-015) (the "Wastewater Infrastructure"); and

Whereas, the City wishes to ensure there is adequate financial security guaranteeing the completion of the Wastewater Infrastructure and the continuity of pump and haul services until the Wastewater Infrastructure is completed and accepted;

NOW, THEREFORE, in consideration of the mutual promises contained herein along with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto agree as follows:

Article I. Building Permits and Certificates of Occupancy

1.01. Issuance of Building Permits and Certificates of Occupancy. The Developer may obtain building permits and certificates of occupancy within Bryson Phase 1 the Subdivision prior to completion of the Wastewater Infrastructure, subject to full compliance with the following terms and conditions:

- (a) The Developer maintains with the City a bond, cash or an irrevocable letter of credit from a bank or other reputable financial institution or a cash deposit guaranteeing the construction of the Wastewater Infrastructure (the "Wastewater Infrastructure Fiscal Security") that complies with Chapter 10, of the City's Code of Ordinances (the "Subdivision Ordinance").

- (b) The facilities necessary to provide pump and haul service to the lot for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by the City, and wastewater service by pump and haul under this Agreement is otherwise available to the lot.
- (c) The Developer deposits and maintains cash in an account with the City and in the amount described below (“Pump and Haul Deposit”) to secure the continuation of the pump and haul operations on the Property during the time period in which construction of the Wastewater Infrastructure is being completed and the Wastewater Infrastructure is completed and accepted. The Pump and Haul Deposit shall initially be in the amount reasonably approved by the City based on current pump and haul invoices which amount shall be \$60,840.00 and which represents the cost of six (6) months (the “Estimated Time Frame”) of pumping and hauling wastewater from the Property, taking into account projected increases in the number of customers.
- (d) Developer is in compliance with the terms and conditions of this Agreement.
- (e) Developer demonstrates to the City that the Developer has a current contract with a pump and haul provider that meets the requirements of this Agreement, provided that Developer’s letter agreements with Wastewater Solutions dated October 13, 2015, and November 23, 2015, are deemed to have met the requirements of this Agreement by the City.
- (f) All other conditions for issuance of a building permit or certificate of occupancy set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.

1.02. Suspension on Issuance of Permits. In the event that at any time the conditions in Section 1.01 or any other provision of this Agreement are not met, it is specifically agreed that the City may suspend development approvals for the Project, and may suspend the issuance of building permits and certificates of occupancy for the Subdivision until the Developer comes into compliance with this Agreement.

Article II. Pump and Haul Services

2.01. Service Provided. In consideration for the City authorizing the issuance of building permits and certificates of occupancy as provided herein, the Developer, at its sole cost and expense, shall cause wastewater from the Subdivision to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare, until such time that the Wastewater Infrastructure is completed and the City accepts and puts into service the Wastewater Infrastructure. The Developer shall maintain all facilities related to the pump and haul service in good repair and working condition and all wastewater effluent in compliance with applicable law. The Developer will promptly report any spills or leaks to the City Engineer. The Developer will cooperate with the City to provide any information to and file any reports with the Texas Commission on Environmental Quality or successor agency (the “TCEQ”) as required by law. The Developer shall

further comply with and cause the company supplying pump and haul services to comply with the terms of service set forth in **Exhibit "B"**. The Developer shall provide or cause the pump and haul service to provide for the Subdivision in compliance with this Agreement until the Wastewater Infrastructure is complete, accepted by the City, and receiving wastewater from the Subdivision.

2.02. Pump and Haul Provider. The Developer shall contract with a reputable company that holds all licenses required by the TCEQ to pump and haul wastewater from the Subdivision and to maintain all pump and haul facilities, including the following wastewater manholes WW-H and WW-E in Pleasant Hill Road as shown in Bryson Phase 1B (15-TOD-PICP-009) and : Wet Well and associated pipe as shown in the Bryson Major Infrastructure Lift Station #21 (15-TOD-PICP-015) Construction Plans, in good repair and working condition, and the Developer shall maintain with the City a current copy of such contract. The Developer shall further maintain with the City at all times the company's current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal.

2.03. Records. The Developer shall make commercially reasonable efforts to cause the company to maintain complete records of the pump and haul service provided, and the Developer shall maintain with the City a copy of any reports required by applicable state and federal regulations, related to providing pump and haul services.

2.04. Transition of Services. The City and Developer shall reasonably cooperate to smoothly transition wastewater service from the Developer to the City upon completion of the Wastewater Infrastructure.

III. Pump and Haul Deposit

3.01. Escrow Account. The Pump and Haul Deposit shall be deposited into escrow with the City, and the City shall hold the same in trust in an Escrow Account (herein so called) for the purposes paying for pump and haul services to the Subdivision upon the occurrence of one of the events set forth in Section 3.02.

3.02. Draws upon Escrow Account. The City may, but is not obligated to, draw upon the Pump and Haul Deposit to take over providing and pay for pump and haul services to the Subdivision upon the occurrence of one or more of the following:

- a) Developer fails to complete the Wastewater Infrastructure by October 31, 2017 and fails to continue to provide pump and haul service to the Subdivision.
- b) Developer fails to provide pump and haul services to the Subdivision as required by this Agreement.
- c) Developer abandons development of the Subdivision or the Property for a period of at least 60 days.
- d) Developer becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors, or if a receiver, trustee, or liquidator of any of the property or income of the Developer is appointed.

In the event that the City takes over providing pump and haul services to the Subdivision as provided by this Agreement, the Developer shall assign the contract with the company providing pump and haul services under this Agreement to the City upon the City's request.

3.03. Reassessment of Pump and Haul Deposit. Notwithstanding the foregoing, every two (2) months following the date of the first deposit into the Escrow Account the parties shall perform a true up in order to insure that the amount remaining in escrow is sufficient to cover projected pump and haul expenses during the remaining time until completion of the Wastewater Infrastructure. In order to perform this true up, Developer will obtain a certificate from the contractor(s) constructing the Wastewater Infrastructure stating the amount of time remaining to complete construction. The certificate shall be approved by the Developer's engineer and reviewed by the City prior to conducting a true up. If the timeframe to complete construction is more than the remaining Estimated Timeframe, then for each additional month of estimated construction time the Developer shall be required to deposit into escrow an amount equal to one month's fee for pump and haul. For example, if there is an additional three (3) months of construction required, Developer will deposit an additional three (3) months of pump and haul costs into escrow.

3.04. Release of Pump and Haul Deposit. The City agrees to promptly release the balance of the Pump and Haul Deposit to Developer upon final acceptance of the Wastewater Infrastructure by the City and the Wastewater Infrastructure is put into service.

3.05. Insufficient Pump and Haul Deposit. In the event that the City takes over pump and haul services and there are insufficient funds to pay for the cost of providing pump and haul service to the Subdivision in the Escrow Account, the Developer shall reimburse the cost of providing pump and haul service that exceeds the Pump and Haul Deposit within thirty days of written demand by the City and receipt of the City's documented third-party costs.

Article IV. Fiscal Security for Wastewater Infrastructure

4.01. Drawing Upon Fiscal Security. If the Developer fails or refuses to timely complete the construction of the Wastewater Infrastructure in accordance with the Subdivision Ordinance and the approved plans and specifications, the City will have the right, but not the obligation, to draw on the Wastewater Infrastructure Fiscal Security posted by the Developer and complete the Wastewater Infrastructure.

4.02. City Completion of Wastewater Infrastructure. In the event the City provides notice and elects to complete the Wastewater Infrastructure, all plans and specifications, designs, easements, and improvements acquired, produced, or installed in aid of completing such Wastewater Infrastructure by the Developer or its engineers or contractors before such default, will become the property of the City. In such event, the Developer will provide, within five (5) business days of the City's request, documentation to the City that the above listed items have been conveyed and have become the property of the City, to the extent that the Developer has the legal right to convey or assign such items to the City.

V. Wastewater Service to be provided by City

5.01. The Parties agree that upon final acceptance of the Wastewater Infrastructure by the City and placement of the Wastewater Infrastructure into service, the City will provide wastewater utility service to all customers within the Subdivision on same terms and conditions as similarly situated customers and property ~~within the Project~~.

VI. Insurance and Indemnification

6.01. Insurance. Developer or the company selected by Developer to provide pump and haul services under this Agreement shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services as required by this Agreement. All Certificates of Insurance and endorsements shall be furnished to the City's at the time of execution of this Agreement.

- (a) Insurance policies required:
 - (1) General Commercial Liability Coverage – Minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.
 - (2) Business Automobile Liability Coverage. – Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - (3) Umbrella/Excess Liability Coverage -- Minimum of not less than \$1,000,000.00.
- (b) General Requirements Applicable to Policies.
 - (1) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - (2) Developer will request that each insurance policy be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Leander, Texas.
 - (3) Upon request, certified copies of all insurance policies shall be furnished to the City of Leander, Texas.
 - (4) The City of Leander, Texas, is to be added as an "Additional Insured" to the General Commercial Liability Policy and the Umbrella/Excess Liability Policy. The coverage shall contain no special limitations on the scope of protection afforded to the City.

6.02. Indemnification. To the fullest extent permitted by law, the Developer agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including administrative penalties and fines, all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the pump and haul services provided by Developer or the company used by Developer to provide pump and haul service under this Agreement, provided that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of Developer, the company used by Developer to provide pump and haul services under

this agreement, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish the services herein.

6.03. Enforcement Actions. In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the pump and haul services provided under this Agreement, the Developer shall be responsible for payment of said penalties within the time required under the order or applicable law.

VII. Notice of Agreement

7.01. Notice of Agreement and Pump and Haul Services. A memorandum of this Addendum ("Memorandum") acceptable to City and Developer shall be recorded in the Official Public Records of Williamson County, Texas and that places prospective property owners on notice that wastewater service may be provided by pump and haul service. The Developer shall further give notice to purchasers of lots within the Subdivision that wastewater service will be provided by pump and haul until completion of the Wastewater Infrastructure and shall cause homebuilders who purchase lots within the Subdivision to give such notice to subsequent purchasers.

VIII. Term

8.01. Term. This Agreement shall be effective as of the Effective Date and shall continue until the Wastewater Infrastructure is complete, accepted by the City, and placed into service; provided that the City may terminate this Agreement if the Developer is in default of this Agreement after notice of default and opportunity to cure as provided in Section 9.01; and provided further that Sections 1.02, 2.03, 2.04, 3.04, 3.05, 6.02, and 6.03 shall survive termination of this Agreement.

IX. Default and Related Provisions

9.01. Default. If one Party believes that the other Party is in Default (herein so called) of any other provision of this Agreement, the non-defaulting Party will give written notice to the other Party, specifying the event of Default and extending the defaulting Party 30 days to cure the Default or, if the curative action cannot reasonably be completed within 30 days, 30 days to commence the curative action and thereafter to diligently pursue the curative action to completion. This 30-day period for notice and opportunity to cure must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to an alleged Default, except that the City shall not be required to comply with this section as a condition of drawing upon the Pump and Haul Fiscal or the Wastewater Infrastructure Security or taking over pump and haul services (provided that the City shall nevertheless be obligated to provide prompt written notice to Developer of either). The non-defaulting Party must mitigate any direct or consequential damages arising from any Default to the extent reasonably possible under the circumstances. The Parties agree that they will use good faith, reasonable efforts to resolve any dispute by agreement (but not necessarily by arbitration), before initiating any lawsuit to enforce their respective rights under this Agreement. If the Default is not cured within the 30-day period, or if curative action is not commenced or diligently pursued in the case of curative action that cannot reasonably be completed in 30 days, the non-defaulting Party may pursue all remedies, at

law or in equity, that it deems appropriate to redress such Default. Either Party may seek specific performance or mandamus to enforce the terms of this Agreement.

9.02. 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.

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

9.04. 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

9.05. Force Majeure. (a) If, by reasons of Force Majeure, any party will be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party will give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of it. They will suspend the obligations of the party giving such notice, to the extent affected by such Force Majeure, during the continuance of the inability claimed and for no longer period, and any such party will in good faith exercise its best efforts to remove and overcome such inability.

(b) The term "Force Majeure" as utilized in this Agreement will mean and refer to acts of God; strikes, lockouts or other industrial disturbances; acts of terrorism or other public enemies; orders of any kind of the government of the United States, the State of Texas, Williamson County, City, or any other civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; other natural disasters; 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.

(c) Notwithstanding anything contained herein to the contrary, a force majeure will not operate to prevent the City from drawing on the Pump and Haul Deposit or the Wastewater Infrastructure Fiscal Security as provided herein, or from suspending issuance of development approvals, including building permits and certificates of occupancy, as provided herein.

X. Notices

10.01. Notice. When notices or other communications are required to be given under this Agreement, the parties will give written notice to the address of the party to be noticed by either:

(a) delivering it in person; (b) depositing it in the United States Mail, first class mail, postage prepaid; (c) depositing it with a nationally recognized courier service; or (d) by sending it by telefax (or e-mail, if applicable) (subject to electronic confirmation) with confirming copy sent by mail. For the purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

City Of Leander:

City of Leander

Attn: City Manager

By Mail: P.O. Box 319
Leander, Texas 78646-0319

By Delivery: 200 W. Willis
Leander, Texas 78641

Fax: _____

With a Copy To:

Knight & Associates

Attn: Paige Saenz

223 West Anderson Lane, Suite A-105

Austin, Texas 78752

Fax: (512) 323-5773

Developer:

Crescent Leander, TX, LLC

Attn: Tommy Tucker

7000 N. Mopac Expressway, Suite 360

Austin, Texas 78731

E-mail: ttucker@crescentcommunities.com

With a Copy To:

Watson Law Group, PLLC

Attn: Rachel Wilson

5646 Milton Street, Suite 321

Dallas, Texas 75206

E-mail: rachel@mmwatson.com

The parties agree to notify each other of any changes to their respective addresses. If any date or notice period described in this Agreement ends on a Saturday, Sunday, or legal holiday, the parties will extend the applicable period for calculating the notice to the first business day following such Saturday, Sunday, or legal holiday.

XI. Miscellaneous Provisions

11.01. Controlling Law and Venue. This Addendum and the 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.

11.02. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Addendum.

11.03. Amendments. No amendment of this Agreement will be effective until the amendment has been reduced to writing, each party has approved it, and it is signed by the authorized representatives of the parties. Any amendment will incorporate this Agreement in every particular not otherwise changed by the amendment.

11.04. No Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing will be construed to confer upon any person other than the parties any rights, benefits or remedies under or because of this Agreement.

11.05. No Joint Venture. This Agreement will not be construed in any form or manner to establish a partnership, joint venture, or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties.

11.06. Severability. The provisions of this Agreement are severable. If any court of competent jurisdiction ever holds any part of this Agreement or the application of it to any person or circumstance to be invalid or unconstitutional for any reason, it will not affect the remainder of this Agreement and, in such event, this Agreement will be construed as if it had never contained such invalid or unconstitutional portion in it.

11.07. Multiple Originals. The parties may execute this Agreement in multiple originals each of equal dignity.

11.08. Assignment. The rights or obligations of the Developer under this Agreement, in whole or in part, may be assigned or transferred without the prior written consent of the City, which shall not be unreasonably denied or delayed, in accordance with the procedures set forth in this Agreement provided that the Developer's assignee assumes the assigned rights and obligations under this Agreement without amendment or modifications of same, and the assignee possesses the financial and managerial capability to perform all of the obligations of Developer under this Agreement and provides to the City, upon request, documentation sufficient in the judgment of the City to demonstrate that the assignee possesses the financial and managerial capacity to perform the obligations of the Developer under this Agreement, and the assignee is not currently in material default under any other agreements with the City. Developer agrees to provide an executed copy of such assignment to the City within five business days of its execution.

11.09. Binding Nature of Agreement. This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

EXECUTED to be effective as of the ____ day of _____, 2016.

CITY:

CITY OF LEANDER, TEXAS

By: _____
Kent Cagle, City Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by Kent Cagle, City Manager of the **City of Leander, Texas**, a Texas municipal corporation, on behalf of said city.

Notary Public - State of Texas

DEVELOPER:

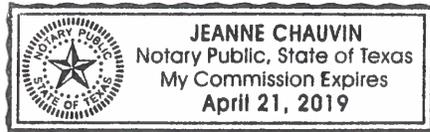
Crescent Leander, TX, LLC,
a Delaware limited liability company

By: _____
Name: Thomas G. Tucker
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18 day of October, 2016, by Thomas G. Tucker, Vice President of Crescent Leander, TX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public - State of Texas

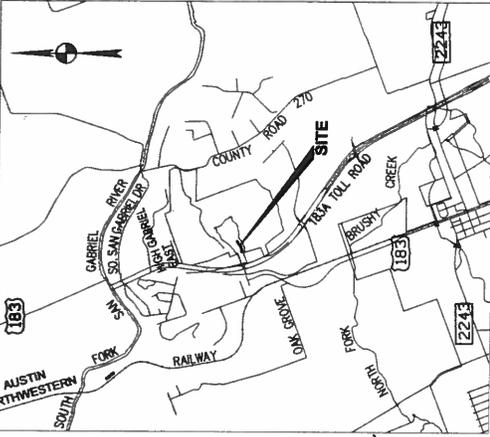


**Exhibit A
Property**

[See attached.]

AMENDED FINAL PLAT BRYSON PHASE 1, SECTION 1A, LOTS 17-34 - BLOCK L

BEING A 3.724 ACRE TRACT OF LAND OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 17-34, BLOCK L OF FINAL PLAT BRYSON PHASE 1, SECTION 1A, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015058584 AND A PORTION OF THE REMAINDER OF THAT CERTAIN 297.47 ACRE TRACT OF LAND CONVEYED TO CRESCENT LEANDER BY DEED OF RECORD IN DOCUMENT NO. 2014001820, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



VICINITY MAP
N.T.S.

SHEET NO.	DESCRIPTION
1	COVER SHEET AND FIELDNOTE DESCRIPTION
2	FINAL PLAT LAYOUT, LINE AND CURVE TABLES
3	CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

DEVELOPER	CRESCENT LEANDER, TX, LLC
TOTAL ACREAGE	3.724 ACRES
DATE	NOVEMBER, 2015
# OF SINGLE FAMILY LOTS	17
# OF OPEN SPACE LOTS	1
TOTAL # OF LOTS	18
TOTAL # OF BLOCKS	1

DEVELOPER
CRESCENT LEANDER, TX, LLC
 400 LB COLMAN DRIVE, SUITE 1076
 AUSTIN, TEXAS 78704
 (481) 613-6801

ENGINEER
Bury-Aus, Inc.
 221 WEST SIXTH STREET, SUITE 600
 AUSTIN, TEXAS 78701
 (512) 328-0011 FAX (512) 328-0025

SURVEYOR
Bury-Aus, Inc.
 221 WEST SIXTH STREET, SUITE 600
 AUSTIN, TEXAS 78701
 (512) 328-0011 FAX (512) 328-0025

FIELDNOTE DESCRIPTION:

OF A 3.724 ACRE TRACT OF LAND OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 17-34, BLOCK L OF FINAL PLAT BRYSON PHASE 1, SECTION 1A, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015058584 AND A PORTION OF THE REMAINDER OF THAT CERTAIN 297.47 ACRE TRACT OF LAND CONVEYED TO CRESCENT LEANDER BY DEED OF RECORD IN DOCUMENT NO. 2014001820, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.724 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH "BURY" CAP SET IN THE SOUTHERLY CORNER OF SAID LOT 35, ALONG THE SOUTHERLY LINE OF CHITALPA STREET (30' P.O.M.), BEING THE NORTHWESTERLY CORNER OF LOT 35, LANDSCAPE/DRIVEWAY, BLOCK L, OF SAID BRYSON PHASE 1, SECTION 1A, ALSO BEING THE NORTHWESTERLY CORNER OF SAID LOT 34 AND HEREOF;

THENCE, LEAVING THE NORTHWESTERLY CORNER OF SAID LOT 35, ALONG THE SOUTHERLY LINE OF CHITALPA STREET, BEING THE NORTHERLY LINES OF SAID LOTS 17-34, FOR THE NORTHERLY LINE HEREOF, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

- 1) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 53°7'58", AN ARC LENGTH OF 149.16 FEET, AND A CHORD WHICH BEARS, N74°42'38"E, A DISTANCE OF 31.94 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID CURVE;
- 2) N71°53'37"E, A DISTANCE OF 28.04 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
- 3) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 19°50'01", AN ARC LENGTH OF 95.19 FEET, AND A CHORD WHICH BEARS, N81°49'37"E, A DISTANCE OF 94.72 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF TANGENCY OF SAID CURVE;
- 4) S81°16'22"E, A DISTANCE OF 137.56 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
- 5) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 48°49'42", AN ARC LENGTH OF 149.16 FEET, AND A CHORD WHICH BEARS, N67°18'46"E, A DISTANCE OF 268.66 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF TANGENCY OF SAID CURVE;
- 6) N26°33'55"E, A DISTANCE OF 57.67 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
- 7) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 10°44'44", AN ARC LENGTH OF 84.45 FEET, AND A CHORD WHICH BEARS, N53°25'12"E, A DISTANCE OF 173.47 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF TANGENCY OF SAID CURVE;
- 8) N83°58'25"E, A DISTANCE OF 131.73 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
- 9) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 21°00'30", AN ARC LENGTH OF 181.15 FEET, AND A CHORD WHICH BEARS, N53°25'12"E, A DISTANCE OF 118.50 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF TANGENCY OF SAID CURVE;
- 10) N1°16'00"E, A DISTANCE OF 118.50 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE NORTHEASTERLY CORNER OF SAID LOT 17 AND HEREOF;

THENCE, S47°04'00"E, LEAVING THE SOUTHERLY LINE OF CHITALPA STREET, ALONG THE COMMON LINE OF SAID LOT 18 AND SAID LOT 17, FOR THE EASTERLY LINE HEREOF, A DISTANCE OF 127.41 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE NORTHEASTERLY CORNER OF SAID LOT 18, BEING THE NORTHERLY LINE OF LOT 15, BLOCK L OF FINAL PLAT BRYSON PHASE 1, SECTION 1A, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015058584 AND SAID OFFICIAL PUBLIC RECORDS, ALSO BEING THE SOUTHEASTERLY CORNER OF SAID LOT 17 AND HEREOF;

THENCE, LEAVING THE WESTERLY LINE OF SAID LOT 18, IN PART, ALONG THE COMMON LINE OF SAID LOT 17 AND SAID LOT 15, AND IN PART, OVER AND ACROSS SAID REMAINDER OF A 287.47 ACRE TRACT FOR THE SOUTHERLY LINE HEREOF, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

- 1) S43°46'25"W, A DISTANCE OF 49.02 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 2) S27°19'57"W, A DISTANCE OF 82.41 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 3) S88°49'16"W, A DISTANCE OF 173.09 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 4) S81°37'25"W, A DISTANCE OF 45.83 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 5) S54°12'20"W, A DISTANCE OF 44.89 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 6) S46°33'22"W, A DISTANCE OF 48.26 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 7) S43°02'08"W, A DISTANCE OF 89.35 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 8) S49°24'21"W, A DISTANCE OF 80.86 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 9) S59°22'38"W, A DISTANCE OF 80.96 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 10) S68°57'16"W, A DISTANCE OF 81.08 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 11) S72°46'56"W, A DISTANCE OF 82.63 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 12) S69°43'29"W, A DISTANCE OF 77.03 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 13) N82°16'09"W, A DISTANCE OF 80.33 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 14) N88°27'53"W, A DISTANCE OF 60.03 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 15) S84°30'07"W, A DISTANCE OF 45.55 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;
- 16) S73°53'59"W, A DISTANCE OF 79.17 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET;

THENCE, N12°28'25"W, ALONG THE EASTERLY LINE OF SAID LOT 35, FOR THE WESTERLY LINE HEREOF, A DISTANCE OF 143.69 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 3.724 ACRES OR (162,221 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

AMENDED FINAL PLAT BRYSON PHASE 1, SECTION 1A, LOTS 17-34 - BLOCK L

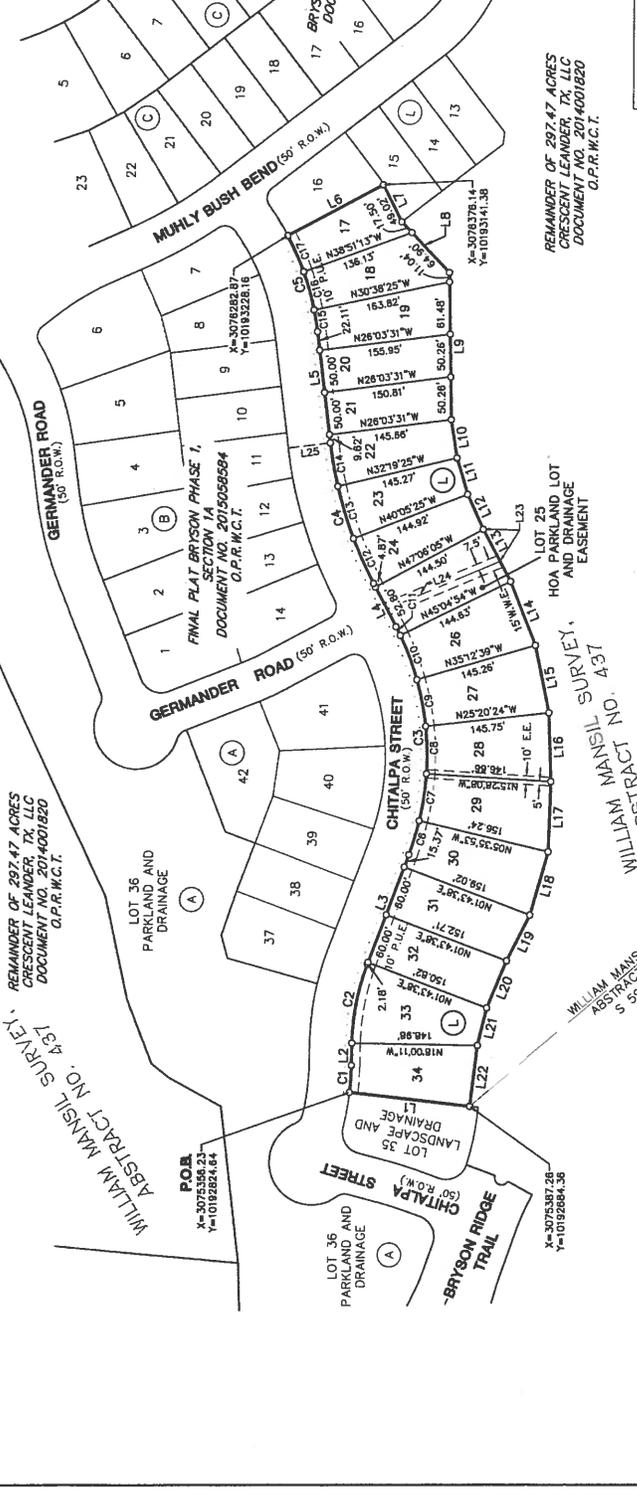
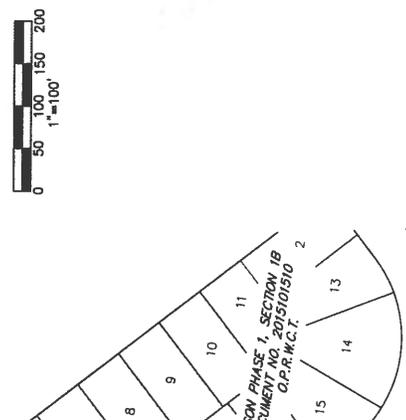
BEING A 3.724 ACRE TRACT OF LAND OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 17-34, BLOCK L OF FINAL PLAT BRYSON PHASE 1, SECTION 1A, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015058584 AND A PORTION OF THE REMAINDER OF THAT CERTAIN 297.47 ACRE TRACT OF LAND CONVEYED TO CRESCENT LEADER BY DEED OF RECORD IN DOCUMENT NO. 2014001820, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

REMAINDER OF 297.47 ACRES
CRESCENT LEADER, TX, LLC
DOCUMENT NO. 2014001820
O.P.R.W.C.T.

REMAINDER OF 297.47 ACRES
CRESCENT LEADER, TX, LLC
DOCUMENT NO. 2015058584
O.P.R.W.C.T.

REMAINDER OF 297.47 ACRES
CRESCENT LEADER, TX, LLC
DOCUMENT NO. 2014001820
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REMAINDER OF 297.47 ACRES
CRESCENT LEADER, TX, LLC
DOCUMENT NO. 2014001820
O.P.R.W.C.T.



LEGEND

- 1/2" IRON ROD WITH "BURY" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊙ BLOCK
- ⊙ R.O.W. RIGHT-OF-WAY
- ⊙ P.O.B. POINT OF BEGINNING
- ⊙ W.L.E. WATER LINE EASEMENT
- ⊙ D.E. DRAINAGE & STORM SEWER EASEMENT
- ⊙ W.M.E. WASTEWATER EASEMENT
- ⊙ E.E. ELECTRIC EASEMENT
- ⊙ EZEDED 8' SIDEWALK (UNLESS OTHERWISE NOTED)
- ⊙ 5' SIDEWALK

AMENDED FINAL PLAT
BRYSON PHASE 1, SECTION 1A
LOTS 17-34 - BLOCK L
DATE: NOVEMBER, 2015

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 338-0011 Fax: (512) 338-0025
TBP# F-1048 TBP#S F-10107500
Copyright © 2015

Drawn by: TO/ADR Approved by: JTB Project No.: R0100956-10015 File: H:\00956\10015\005560UP.L3.dwg

LOT AREA SUMMARY AMENDED - BLOCK L

LOT NO.	SQ. FT.
17	7,209
18	8,772
19	8,685
20	7,689
21	7,412
22	7,819
23	7,938
24	7,858
25 HOA/PARK	9,649
26	9,831
27	9,877
28	10,357
29	10,357
30	10,481
31	8,352
32	9,106
33	10,791
34	9,472
TOTAL	162,221

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	31.95'	325.00'	537°58'	N74°42'36"E	31.94'
C2	95.19'	275.00'	19°50'01"	N81°48'37"E	94.72'
C3	276.97'	325.00'	48°48'42"	N87°18'46"E	268.66'
C4	174.43'	475.00'	21°02'34"	N53°25'12"E	173.47'
C5	119.16'	325.00'	21°00'29"	N53°26'15"E	118.50'
C6	41.55'	325.00'	71°9'31"	N88°03'52"E	41.52'
C7	55.99'	325.00'	93°21'15"	N79°27'59"E	55.92'
C8	55.99'	325.00'	93°21'15"	N69°35'44"E	55.92'
C9	55.99'	325.00'	93°21'15"	N59°43'29"E	55.92'
C10	55.99'	325.00'	93°21'15"	N49°51'14"E	55.92'
C11	11.46'	325.00'	201°11'	N43°54'31"E	11.46'
C12	56.12'	475.00'	7°00'40"	N46°24'15"E	56.09'
C13	84.39'	475.00'	7°45'56"	N53°47'35"E	84.34'
C14	51.94'	475.00'	61°5'55"	N60°48'32"E	51.91'
C15	25.99'	325.00'	43°4'64"	N61°38'02"E	25.98'
C16	46.59'	325.00'	87°2'48"	N55°15'11"E	46.59'
C17	46.59'	325.00'	87°2'48"	N47°02'24"E	46.55'

LINE TABLE

NO.	BEARING	DISTANCE
L1	N122°28'25"W	143.69'
L2	N71°53'37"E	26.04'
L3	S86°16'22"E	137.56'
L4	N42°53'55"E	57.67'
L5	N63°58'28"E	131.73'
L6	S47°04'00"E	127.41'
L7	S43°46'25"W	49.02'
L8	S27°19'57"W	82.41'
L9	S69°49'16"W	173.05'
L10	S61°57'25"W	45.63'
L11	S54°14'20"W	44.69'
L12	S48°33'22"W	45.26'
L13	S43°02'05"W	69.35'
L14	S49°24'21"W	60.86'
L15	S59°22'36"W	80.96'
L16	S66°57'16"W	81.08'
L17	S72°49'56"W	82.53'
L18	S86°43'29"W	77.03'
L19	N82°16'08"W	60.33'
L20	N66°27'53"W	60.03'
L21	S84°30'07"W	45.55'
L22	S77°53'56"W	72.17'
L23	S43°02'05"W	42.63'
L24	N41°50'02"W	145.01'
L25	N26°03'31"W	50.00'

REMAINDER OF 297.47 ACRES
CRESCENT LEADER, TX, LLC
DOCUMENT NO. 2014001820
O.P.R.W.C.T.

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REMAINDER OF 297.47 ACRES
CRESCENT LEADER, TX, LLC
DOCUMENT NO. 2014001820
O.P.R.W.C.T.

BEARING BASIS NOTE:
THE BASIS OF BEARINGS OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(98), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

SCALE FACTOR NOTE:
COORDINATE VALUES SHOWN HEREON ARE GRID VALUES.
DISTANCES SHOWN HEREON ARE SURFACE VALUES.
PROJECT SPECIFIC SURFACE VALUES WERE OBTAINED BY ADJUSTING BY CORRECTION SCALE FACTOR OF 1.000336 WITH AN ORIGIN POINT OF N 10193946.86, E 3075428.41.

AMENDED FINAL PLAT BRYSON PHASE 1, SECTION 1A, LOTS 17-34 - BLOCK L

BEING A 3.724 ACRE TRACT OF LAND OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 17-34, BLOCK L OF FINAL PLAT BRYSON PHASE 1, SECTION 1A, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015058584 AND A PORTION OF THE REMAINDER OF THAT CERTAIN 297.47 ACRE TRACT OF LAND CONVEYED TO CRESCENT LEANDER BY DEED OF RECORD IN DOCUMENT NO. 2014001820, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

OWNERS CERTIFICATION
 STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF WILLIAMSON §

THAT CRESCENT LEANDER, TX, LLC, OWNER OF LOTS 16, 20, 23 (PARKLAND AND DRAINAGE LOTS), 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

WEEKLEY HOMES, L.L.C.
 BY: [Signature]
 NAME: Paula Pugh
 TITLE: President
 DATE: 1/16/16

SCOTT FELDER HOMES, L.L.C.
 BY: [Signature]
 NAME: Steve Kasperoff
 TITLE: President
 DATE: 1/16/16

GRAND HAVEN HOMES, L.L.C.
 BY: [Signature]
 NAME: Eric Rome
 TITLE: President
 DATE: 1/16/16

CRESCENT LEANDER, TX, LLC
 BY: [Signature]
 NAME: Thomas C. Tucker
 TITLE: VP
 DATE: 1-16-16

ENGINEER'S CERTIFICATION:
 I, KEVIN YOUNG, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER CONTRIBUTING ZONE AND IS NOT ENROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP COMMUNITY PANEL NUMBER 49222 STATE OF TEXAS COUNTY OF WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

KEVIN YOUNG, P.E.
 NO. 49222 STATE OF TEXAS
 BURY-AUS, INC. FIRST, SUITE 600
 AUSTIN, TEXAS 78701



STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF Texas §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Travis OF WEEKLEY HOMES, L.L.C. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND WHO HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF January, 2016.

Veronica Sue Muehnik
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 PRINTED NAME: Veronica Sue Muehnik
 MY COMMISSION EXPIRES ON: May 23, 2017



STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF Texas §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Steven Kasperoff OF SCOTT FELDER HOMES, L.L.C. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND WHO HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF January, 2016.

Veronica Sue Muehnik
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 PRINTED NAME: Veronica Sue Muehnik
 MY COMMISSION EXPIRES ON: May 23, 2017



STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF Texas §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Eric Rome OF GRAND HAVEN HOMES, L.L.C. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND WHO HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF January, 2016.

Veronica Sue Muehnik
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 PRINTED NAME: Veronica Sue Muehnik
 MY COMMISSION EXPIRES ON: May 23, 2017



STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF Texas §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Thomas C. Tucker OF CRESCENT LEANDER, TX, LLC KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND WHO HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th DAY OF January, 2016.

Shilo Cicalo
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 PRINTED NAME: Shilo Cicalo
 MY COMMISSION EXPIRES ON: 04-14-2018



SURVEYOR'S CERTIFICATION:
 THAT I, JOHN T. BLUMSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE PROPERTY DESCRIBED HEREIN, AND THAT THE SAME IS IN ACCORDANCE WITH THE CITY OF WILLIAMSON SUBDIVISION ORDINANCE. THE EASEMENTS OF RECORD AS LISTED IN THE COMMENTARY FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY ARE THE ONLY EASEMENTS OF RECORD FOR THIS PROPERTY. THIS PLAT AND ALSO AS PER A NOTHING FURTHER CERTIFICATE ISSUED BY HERITAGE TITLE COMPANY OF AUSTIN, INC FILE NO. CS20150055 DATED THROUGH FEBRUARY 13, 2015, THAT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.

JOHN T. BLUMSKI, P.L.S.
 TEXAS REGISTRATION NO. 4988
 BURY-AUS, INC.
 221 WEST 56TH STREET, SUITE 600
 AUSTIN, TEXAS 78701



CITY OF LEANDER CERTIFICATION:
 APPROVED THIS THE 17th DAY OF March 2016 A.D. AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY.

Walter Hall
 MAYOR, W.A.S. P.E. CITY ENGINEER
 CITY OF LEANDER, TEXAS



GENERAL NOTES:
 1. THIS AMENDED PLAT DOES NOT REMOVE ANY RESTRICTIONS. THIS SUBDIVISION IS SUBJECT TO ALL RESTRICTIONS OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, RECORDED AT 2015058584 OF THE PLAT RECORDS OF WILLIAMSON COUNTY.
 2. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF WILLIAMSON COUNTY. ADDITIONAL REGULATORY GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE.
 3. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING OR COLLECTOR STREET OR NO CLOSER THAN 60% OF THE LOT FRONTAGE.

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF WILLIAMSON §

I, NANCY BISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE DAY 29th OF March, 2016 A.D., AT 3:45 O'CLOCK, P.M., AND DULY RECORDED THIS DAY 30th OF March, 2016 A.D., AT 11:18 O'CLOCK, A.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER 2016025843 TO CERTIFY WHICH, I WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.



Corina Phelps
 COUNTY CLERK, COUNTY COURT
 OF WILLIAMSON COUNTY, TEXAS

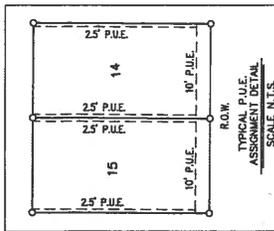
BY: Corina Phelps DEPUTY

AMENDED FINAL PLAT
 BRYSON PHASE 1, SECTION 1A
 LOTS 17-34 - BLOCK L
 DATE: NOVEMBER, 2015

BURY
 221 West 56th Street, Suite 600
 Austin, Texas 78701
 Tel: (512) 328-2011 Fax: (512) 328-0325
 TBP# F-1048 TBRLS# F-1017500
 Copyright © 2015

BRYSON, PHASE 1, SECTION 1B FINAL PLAT

BEING A 22.509 ACRE TRACT OF LAND OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 297.47 ACRE TRACT OF LAND CONVEYED TO CRESCENT LEANDER, TX, LLC BY DEED OF RECORD IN DOCUMENT NO. 2014001820 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



- LEGEND**
- 1/2" IRON ROD WITH "BURY" CAP SET
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - BLOCK
 - R.O.W. RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - W.L.E. WATER LINE EASEMENT
 - D.E. DRAINAGE & STORM SEWER EASEMENT
 - W.W.E. WASTEWATER EASEMENT
 - E.E. ELECTRIC EASEMENT
 - ESM. EASEMENT
 - HOA HOMEOWNERS ASSOCIATION
 - 4' SIDEWALK
 - 5' SIDEWALK

BRYSON SECTION 1 - PHASE 1B STREET SUMMARY

STREET NAME	ROW WIDTH	LENGTH	SQ. FT.
ABELIA LANE	50'	585'	34,405
PLEASANT HILL ROAD	60'	650'	41,091
TEXAS SAGE STREET	50'	721'	32,019
GERMANDER ROAD	50'	675'	36,564
MUHLY BUSH BEND	50'	806'	43,077
SENNA ROAD	80'	200'	8,553
TOTAL		3,637	195,709

BEARING BASIS NOTE
THE SURVEY'S BURNING BEARS THE BEARING OF THE SURVEY'S BURNING BEARS TO THE CENTRAL ZONE, NAD 83(98), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CONS) NETWORK.

SCALE FACTOR NOTE
COORDINATE VALUES SHOWN HEREON ARE GRID VALUES.
DISTANCES SHOWN HEREON ARE SURFACE VALUES.
PROJECT PREPARED BY: THE SURVEY'S BURNING BEARS TO THE CENTRAL ZONE, NAD 83(98), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CONS) NETWORK.

REMARKS
PROJECT PREPARED BY: THE SURVEY'S BURNING BEARS TO THE CENTRAL ZONE, NAD 83(98), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CONS) NETWORK.

**BRYSON, PHASE 1,
SECTION 1B FINAL PLAT**
DATE: AUGUST 11, 2015

BURY
221 West Sixth Street, Suite 600
Dallas, TX 75201
Tel: (512) 326-0226
Fax: (512) 326-0226
TREP # F-1048 TRP E # F-1017650
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REMAINDER OF 297.47 ACRES
CRESCENT LEANDER, TX, LLC
DOCUMENT NO. 2014001820

BRYSON, PHASE 1, SECTION 1B FINAL PLAT

BEING A 22.509 ACRE TRACT OF LAND OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 297.47 ACRE TRACT OF LAND CONVEYED TO CRESCENT LEANDER, TX, LLC BY DEED OF RECORD IN DOCUMENT NO. 2014001820 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

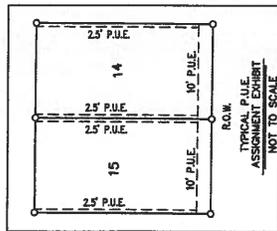
LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
L1	N43°46'25"E	55.16	L102	S65°29'12"E	6.82	C1	68.08'	325.00'
L2	S56°29'12"E	4.17	L103	S69°14'42"E	34.91	C2	23.56'	15.00'
L3	N45°24'33"W	46.73	L104	S59°14'42"E	4.09	C3	96.13'	470.00'
L4	N46°43'41"W	46.59	L105	N33°30'48"E	1.72	C4	39.27'	250.00'
L5	N37°34'57"W	46.89	L106	S53°52'22"W	37.03	C5	23.56'	15.00'
L6	S52°25'03"W	129.88	L107	S53°52'22"W	34.05	C6	22.50'	325.00'
L7	N56°29'12"E	25.04	L108	S56°29'12"E	20.42	C7	32.08'	205.00'
L8	N56°29'12"E	50.00'	L109	N56°45'10"E	72.83	C8	31.69'	205.00'
L9	S33°30'48"W	10.55	L110	N56°45'10"E	73.93	C9	24.37'	155.00'
L10	N16°51'12"E	95.55	L111	N59°03'42"E	5.05	C10	23.56'	15.00'
L11	N72°12'24"E	60.00'	L112	N59°03'42"E	58.11	C11	224.81'	325.00'
L12	S33°30'48"W	60.00'	L113	N59°03'42"E	74.05	C12	25.63'	155.00'
L13	S33°30'48"W	105.00'	L114	N56°45'10"E	146.56	C13	50.02'	155.00'
L14	S33°30'48"W	105.00'	L115	N59°03'42"E	137.22	C14	35.84'	155.00'
L15	S56°29'12"E	5.80'	L116	N59°03'42"E	78.89	C15	47.40'	205.00'
L16	N37°29'45"E	125.00'	L117	S39°54'17"E	8.94	C16	89.88'	205.00'
L17	S50°06'04"E	64.82'	L118	S56°29'12"E	71.34	C17	50.28'	155.00'
L18	S52°27'04"E	72.88'	L119	S56°29'12"E	76.87	C18	109.33'	325.00'
L19	S42°05'22"E	47.15'	L120	S56°29'12"E	50.00'	C19	13.62'	15.00'
L20	S56°46'29"E	100.85'	L121	S56°29'12"E	71.34	C20	168.73'	15.00'
L21	S27°43'20"W	24.88'	L122	S56°29'12"E	68.61	C21	14.47'	15.00'
L22	N87°08'55"W	125.00'	L123	S39°54'17"E	47.82	C22	171.31'	275.00'
L23	S56°24'17"E	123.79'	L124	S39°54'17"E	47.82	C23	23.56'	15.00'
L24	S50°41'19"W	30.79'	L125	S39°54'17"E	31.27	C24	36.34'	25.00'
L25	S57°30'50"W	53.25'	L126	S56°29'12"E	67.00'	C25	304.40'	500.00'
L26	S56°30'05"W	73.16'	L127	S56°29'12"E	67.00'	C26	117.66'	325.00'
L27	N54°19'48"W	15.34'	L128	S56°29'12"E	67.00'	C27	13.43'	15.00'
L28	S33°30'48"W	150.00'	L129	S56°29'12"E	67.00'	C28	169.38'	50.00'
L29	S33°30'48"W	9.34'	L130	S56°29'12"E	82.93'	C29	13.62'	15.00'
L30	S33°30'48"W	14.14'	L131	S56°29'12"E	67.00'	C30	103.03'	275.00'
L31	N56°29'12"E	148.83'	L132	S56°29'12"E	80.00'	C31	322.01'	205.00'
L32	N56°29'12"E	141.50'	L133	S56°29'12"E	80.00'	C32	23.56'	15.00'
L33	S56°29'12"E	141.50'	L134	S33°30'48"W	50.00'	C33	190.23'	275.00'
L34	N33°30'48"E	80.00'	L135	S33°30'48"W	50.00'	C34	23.56'	15.00'
L35	N16°51'12"W	16.42'	L136	N73°06'48"E	60.00'	C35	66.50'	275.00'
L36	S33°30'48"W	41.49'	L137	S24°06'07"E	64.49	C36	92.51'	275.00'
L37	N33°30'48"E	41.49'	L138	S81°21'16"W	71.43'	C37	39.05'	25.00'
L38	N53°52'22"E	71.08'	L139	S35°50'43"W	76.79	C38	208.91'	325.00'
L39	N53°52'22"E	3.01'	L140	N56°29'12"E	46.27	C39	98.68'	275.00'
L40	N73°08'48"E	3.01'	L141	N56°29'12"E	17.99	C40	39.58'	25.00'
L41	N56°29'12"E	86.07'	L142	S56°29'12"E	60.00'	C41	121.85'	325.00'
L42	N33°30'48"E	108.82'	L143	S56°29'12"E	60.00'	C42	16.52'	205.00'
L43	S56°46'29"E	27.73'	L144	S56°29'12"E	60.00'	C43	30.88'	205.00'
L44	N72°27'33"E	9.40'	L145	S56°29'12"E	60.00'	C44	11.43'	205.00'
L45	N53°52'22"E	71.08'	L146	S56°29'12"E	5.00'	C45	63.40'	205.00'
L46	N53°52'22"E	71.08'	L147	S56°29'12"E	36.01'	C46	15.05'	205.00'
L47	N73°08'48"E	4.66'	L148	N74°45'58"E	24.32'	C47	31.74'	325.00'
L48	S56°46'29"E	28.95'	L149	S33°30'48"E	104.84'	C48	65.44'	325.00'
L49	S33°30'48"W	38.65'	L150	S56°29'12"E	55.00'	C49	12.15'	325.00'
L50	S72°27'33"W	20.08'	L151	S53°52'22"W	35.03'	C50	48.19'	50.00'
L51	S53°52'22"W	35.03'						

CURVE TABLE			CURVE TABLE			CURVE TABLE		
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	NO.	LENGTH	RADIUS
C1	68.08'	325.00'	120°00'	N50°29'08"W	67.65'	C51	44.60'	50.00'
C2	23.56'	15.00'	90°00'00"	N11°29'12"W	21.21'	C52	82.65'	50.00'
C3	96.13'	470.00'	114°30'00"	S22°42'45"E	95.86'	C53	11.37'	50.00'
C4	39.27'	250.00'	90°00'00"	S78°30'48"W	35.36'	C54	92.10'	275.00'
C5	23.56'	15.00'	90°00'00"	S11°29'12"E	21.21'	C55	79.21'	275.00'
C6	22.50'	325.00'	359°57'30"	S54°30'14"E	22.49'	C56	46.59'	325.00'
C7	32.08'	205.00'	38°45'38"	S01°25'44"W	31.53'	C57	46.59'	325.00'
C8	31.69'	205.00'	88°47'27"	S77°54'32"W	288.84'	C58	1.99'	325.00'
C9	24.37'	155.00'	90°00'00"	N78°30'48"E	219.20'	C59	41.43'	50.00'
C10	23.56'	15.00'	90°00'00"	N11°29'12"W	21.21'	C60	37.02'	50.00'
C11	224.81'	325.00'	39°30'00"	N36°40'12"W	220.38'	C61	47.07'	50.00'
C12	25.63'	155.00'	18°29'27"	S58°00'21"W	48.81'	C62	11.76'	50.00'
C13	50.02'	155.00'	10°29'27"	S58°00'21"W	48.81'	C63	3.58'	275.00'
C14	35.84'	155.00'	13°14'50"	S40°08'13"E	35.76'	C64	82.10'	275.00'
C15	47.40'	205.00'	13°14'50"	N40°08'13"E	47.39'	C65	17.43'	275.00'
C16	89.88'	205.00'	250°71'33"	N63°19'17"E	89.16'	C66	4.33'	205.00'
C17	50.28'	155.00'	18°35'11"	S59°09'58"W	50.06'	C67	32.43'	155.00'
C18	109.33'	325.00'	19°16'26"	N63°30'35"E	108.81'	C68	3.41'	155.00'
C19	13.62'	15.00'	52°01'12"	N47°08'09"E	13.16'	C69	7.48'	15.00'
C20	168.73'	15.00'	193°20'59"	S62°15'55"E	99.32'	C70	110.24'	325.00'
C21	14.47'	15.00'	55°16'12"	S08°50'28"W	13.92'	C71	59.84'	325.00'
C22	171.31'	275.00'	35°11'34"	S38°38'25"E	168.58'	C72	54.73'	325.00'
C23	23.56'	15.00'	90°00'00"	S78°30'48"W	21.21'	C73	46.09'	155.00'
C24	36.34'	25.00'	63°16'27"	N08°07'06"W	33.22'	C74	141.33'	155.00'
C25	304.40'	500.00'	32°54'28"	N33°18'25"W	300.24'	C75	56.06'	155.00'
C26	117.66'	325.00'	20°44'33"	S44°15'15"W	117.02'	C76	41.47'	205.00'
C27	13.43'	15.00'	51°18'46"	S01°24'02"E	12.89'	C77	25.04'	205.00'
C28	169.38'	50.00'	194°04'18"	S09°59'45"W	99.25'	C78	44.85'	275.00'
C29	13.62'	15.00'	52°01'12"	S81°00'18"W	13.16'	C79	47.66'	275.00'
C30	103.03'	275.00'	21°28'54"	S44°15'15"W	102.50'	C80	90.55'	325.00'
C31	322.01'	205.00'	90°00'00"	S78°30'48"W	288.81'	C81	54.83'	325.00'
C32	23.56'	15.00'	90°00'00"	S78°30'48"W	21.21'	C82	55.99'	325.00'
C33	190.23'	275.00'	39°38'00"	N36°40'12"W	188.48'	C83	71.74'	325.00'
C34	23.56'	15.00'	89°18'45"	N27°48'11"E	21.09'	C84	84.37'	275.00'
C35	66.50'	275.00'	18°35'11"	N63°19'58"E	66.21'	C85	81.82'	275.00'
C36	92.51'	275.00'	19°16'26"	N63°30'35"E	92.07'	C86	48.92'	325.00'
C37	39.05'	25.00'	87°11'47"	S63°15'18"E	34.48'	C87	71.93'	325.00'
C38	208.91'	325.00'	36°49'46"	S38°04'18"E	205.33'	C88	103.85'	275.00'
C39	98.68'	275.00'	20°45'52"	S48°06'16"E	99.12'	C89	98.98'	530.00'
C40	39.58'	25.00'	90°43'02"	S09°38'11"W	35.58'	C90	325.12'	470.00'
C41	121.85'	325.00'	21°28'54"	S44°15'15"W	121.14'	C91	325.12'	470.00'
C42	16.52'	205.00'	4°36'58"	S51°15'15"W	16.51'	C92	228.89'	470.00'
C43	30.88'	205.00'	37°52'	S42°26'42"W	30.85'			
C44	11.43'	205.00'	311°39'	S68°21'29"W	11.43'			
C45	63.40'	205.00'	17°43'08"	S58°46'52"W	63.14'			
C46	15.05'	205.00'	41°2'26"	S69°46'46"W	15.05'			
C47	31.74'	325.00'	535°42'	S58°40'13"W	31.72'			
C48	65.44'	325.00'	11°32'13"	S65°14'10"W	65.33'			
C49	12.15'	325.00'	2°08'32"	S72°04'33"W	12.15'			
C50	48.19'	50.00'	55°13'15"	S48°44'13"W	46.35'			

LOT AREA TABLE BLOCK A			LOT AREA TABLE BLOCK F		
LOT #	AREA	TOTAL	LOT #	AREA	TOTAL
43	8098 SF		1	854 SF	
44	9297 SF		2	8690 SF	
45	8539 SF		3	8723 SF	
46	8882 SF		4	8673 SF	
47	10074 SF		5	9660 SF	
48 PARKLAND/ DRAINAGE	85960 SF		6	8364 SF	
49	10397 SF		7	8250 SF	
50	9182 SF		8	8250 SF	
51	10251 SF		9 PARKLAND	9667 SF	
52	9893 SF		10	6371 SF	
53	12051 SF		11	9825 SF	
54	11845 SF		12	9514 SF	
55	11894 SF		13	8375 SF	
56	10812 SF		14	8375 SF	
57	7500 SF		15	8375 SF	
58 LANDSCAPE/ DRAINAGE	14347 SF		16	8375 SF	
TOTAL	239,843 SF		17		

FINAL PLAT BRYSON, PHASE 1, SECTION 1D

BEING 25.511 ACRES OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 297.47 ACRE TRACT OF LAND CONVEYED TO CRESCENT LEANDER, TX, LLC BY DEED OF RECORD IN DOCUMENT NO. 2014001820 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



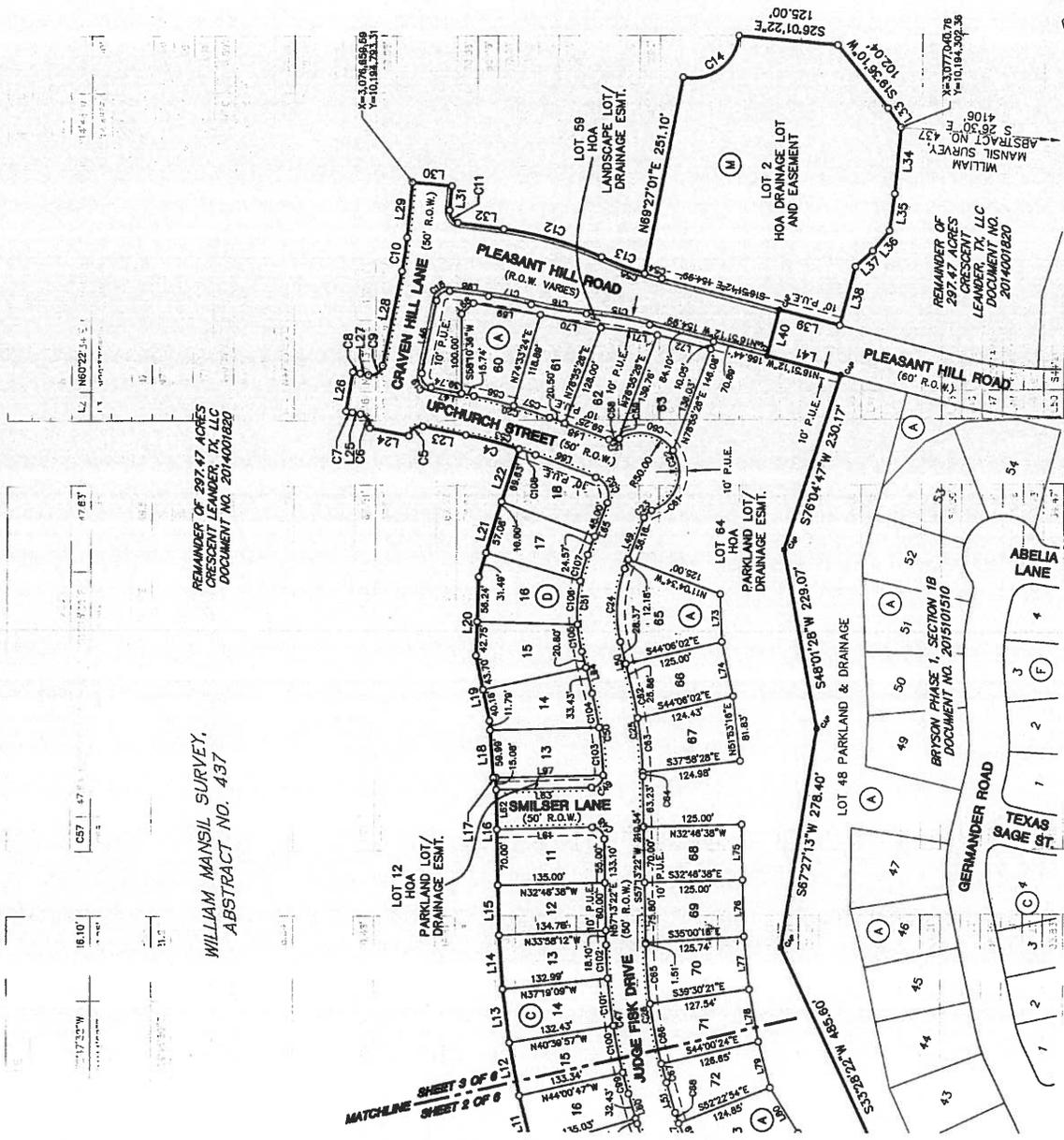
WILLIAM MANSIL SURVEY,
ABSTRACT NO. 437

REMAINDER OF 297.47 ACRES
CRESCENT LEANDER, TX, LLC
DOCUMENT NO. 2014001820

- LEGEND**
- 1/2" IRON ROD WITH "STANTEC" CAP SET
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ⊙ 1/2" IRON ROD WITH "BURY" CAP FOUND (UNLESS OTHERWISE NOTED)
 - ⊙ BLOCK
 - R.O.W. RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - W.L.E. WATER LINE EASEMENT
 - D.E. DRAINAGE & STORM SEWER EASEMENT
 - W.W.E. WASTEWATER EASEMENT
 - E.E. ELECTRIC EASEMENT
 - ESMT. EASEMENT
 - HOA HOMEOWNERS ASSOCIATION
 - HOA SIDEWALK
 - 4' SIDEWALK
 - 5' SIDEWALK

BRYSON PHASE 1 - SECTION 1D STREET SUMMARY

STREET NAME	ROW WIDTH	LENGTH	SQ. FT.
JUDGE FISK DRIVE	50'	1,978'	113,516
RINGSSTAFF ROAD	50'	415'	19,577
SMILSER LANE	50'	160'	6,846
CRAVEN HILL LANE	50'	316'	15,634
UPCHURCH STREET	50'	371'	18,278
PLEASANT HILL ROAD	VARIES	453'	31,067
TOTAL		3,693'	204,918



BEARING BASIS NOTE
THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS THE NATIONAL GRID SYSTEM, CENTRAL ZONE (NAD 83) USING THE NAD 83 DATUM. BEARING DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (GORS) NETWORK.

SCALE FACTOR NOTE
COORDINATE VALUES SHOWN HEREON ARE GRID VALUES.
DISTANCES SHOWN HEREON ARE SURFACE VALUES.
PROJECT SPECIFIC SURFACE VALUES WERE OBTAINED FROM A SURVEY OF THE PLAT WITH AN ORIGIN POINT OF N 10100346.90, E 3075429.41.

**FINAL PLAT BRYSON
PHASE 1, SECTION 1D**
DATE: APRIL 29, 2016



2221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (812) 328-0011 Fax: (812) 328-0325
TBR # F-6324 TBPLS # F-10194230
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FINAL PLAT BRYSON, PHASE 1, SECTION 1D
BEING 25.511 ACRES OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 297.47 ACRE TRACT OF LAND CONVEYED TO CRESCENT LEANDER, TX, LLC BY DEED OF RECORD IN DOCUMENT NO. 2014001820 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

Table with 5 columns: NO., LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD LENGTH. Contains data for points C1 through C55.

Table with 5 columns: NO., LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD LENGTH. Contains data for points C56 through C109.

Table with 5 columns: NO., BEARING, DISTANCE. Contains data for points L1 through L50.

Table with 5 columns: NO., BEARING, DISTANCE. Contains data for points L51 through L100.



Stantec
Austin, Texas 78701

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FINAL PLAT BRYSON
PHASE 1, SECTION 1D
DATE: APRIL 29, 2016

FINAL PLAT BRYSON, PHASE 1, SECTION 1D

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BLOCK D		LOT AREA	
LOT #	AREA	LOT #	AREA
12	1968 SF	13	8304 SF
13	8304 SF	14	8681 SF
14	8681 SF	15	9237 SF
15	9237 SF	16	8970 SF
16	8970 SF	17	7798 SF
17	7798 SF	18	8734 SF
18	8734 SF		

BLOCK B		LOT AREA	
LOT #	AREA	LOT #	AREA
1	3010 SF	2	8444 SF
2	8444 SF	3	10347 SF
3	10347 SF	4	7110 SF
4	7110 SF		

BLOCK C		LOT AREA	
LOT #	AREA	LOT #	AREA
11	9402 SF	12	8282 SF
12	8282 SF	13	8530 SF
13	8530 SF	14	8448 SF
14	8448 SF	15	8458 SF
15	8458 SF	16	8656 SF
16	8656 SF	17	8655 SF
17	8655 SF	18	14012 SF
18	14012 SF	19	15415 SF
19	15415 SF	20	11573 SF
20	11573 SF	21	7114 SF
21	7114 SF	22	11785 SF
22	11785 SF	23	8849 SF
23	8849 SF	24	8933 SF
24	8933 SF		

BLOCK A		LOT AREA	
LOT #	AREA	LOT #	AREA
59	9019 SF	60	9665 SF
60	9665 SF	61	8949 SF
61	8949 SF	62	9516 SF
62	9516 SF	63	8841 SF
63	8841 SF	64	229707 SF
64	229707 SF	65	12486 SF
65	12486 SF	66	9882 SF
66	9882 SF	67	9295 SF
67	9295 SF	68	8750 SF
68	8750 SF	69	9184 SF
69	9184 SF	70	9132 SF
70	9132 SF	71	9187 SF
71	9187 SF	72	8660 SF
72	8660 SF	73	10034 SF
73	10034 SF	74	8769 SF
74	8769 SF	75	9211 SF
75	9211 SF	76	9327 SF
76	9327 SF	77	9334 SF
77	9334 SF	78	9310 SF
78	9310 SF	79	9332 SF
79	9332 SF	80	9345 SF
80	9345 SF	81	8750 SF
81	8750 SF	82	8744 SF
82	8744 SF	83	9825 SF
83	9825 SF	84	8716 SF
84	8716 SF	85	8031 SF
85	8031 SF	86	8937 SF
86	8937 SF	87	8793 SF
87	8793 SF	88	9088 SF
88	9088 SF	89	9087 SF
89	9087 SF	90	11763 SF
90	11763 SF	91	20778 SF
91	20778 SF	92	10532 SF
92	10532 SF	93	10281 SF
93	10281 SF	94	8629 SF
94	8629 SF	95	9776 SF
95	9776 SF	96	10432 SF
96	10432 SF	97	11303 SF
97	11303 SF		

By signing this plat, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned hereby releases the rights-of-way, streets, alleys, easements, parts, and other open spaces dedicated to the City or to public use set forth on this plat, from any deed of trust, vendor's lien, or other type of lien or note on the Property owned by the lien holder, including but not limited to the note and lien described in the instrument entitled First Lien Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated January 8, 2014, filed of record in the Official Public Records of Williamson County, Texas at Document No. 2014001822.

Lienholder Name:
REFINER FINANCE LLC,
 a Delaware limited liability company
 By: [Signature]
 Name: **Williamson Trust, National Association,** a national banking association, as Sub-Agent for Refiner Finance LLC
 Title: **Assistant Vice President**

STATE OF Delaware
 COUNTY OF Delaware
 BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 11 day of July, 2016, personally appeared **Williamson Trust, National Association**, a national banking association, as duly authorized agent with authority to sign said document, personally known to me (and proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

WILLIAMSON TRUST, NATIONAL ASSOCIATION,
 a national banking association, as Co-trustee for the Party Lien Secured Parties
 By: [Signature]
 Name: **Lynn M. Sidor**
 Title: **Vice-President**

STATE OF Delaware
 COUNTY OF Delaware
 BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 11 day of July, 2016, personally appeared **Williamson Trust, National Association**, a national banking association, as duly authorized agent with authority to sign said document, personally known to me (and proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

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 COUNTY OF Delaware
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 TBP# F-4324 TBR# F-10194230
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**FINAL PLAT BRYSON
 PHASE 1, SECTION 1D**
 DATE: APRIL 29, 2016

Exhibit B
Terms of Service

The Developer shall comply with the following requirements for conducting pump and haul operations:

1. The Developer is responsible for monitoring the pump and haul facilities to ensure there are no overflows of wastewater. A TCEQ licensed wastewater disposal company will conduct pump-and haul operations. The Developer will provide the City a copy of monthly invoices for pump and haul operations. This should include verification of proper disposal and the total volume of wastewater pumped each month.
2. Immediately upon completion of pump-and-haul operation by the Developer, the Developer is required to clean the sanitary sewer main due to solid build up.
3. Detailed plans signed and sealed by a Texas Licensed Professional Engineer must be submitted and approved by the City. Plans shall include:
 - a) All weather access road to final collection site
 - b) Calculations of projected flow
 - c) Calculations of storage capacity during peak wet weather flow
 - d) Plan and profile of wet well/holding tank and sewer main(s), include maximum design level elevation on profile
 - e) Location of temporary mechanical plug(s) (inflatable plugs shall not be used), as applicable
 - f) Compute maximum number of sewer lateral connections during pump and haul operations.

Crescent Communities LLC

DATE	INVOICE NO	DESCRIPTION	DEDUCTION	BALANCE		
10-18-16	101816	BRYSON PH1A,1B,1D PUMP/HAUL	.00	60840.00		
CHECK DATE	10-19-16	CHECK NUMBER	29830	TOTAL >	.00	60840.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Crescent Communities LLC
 227 W. Trade Street, Suite 1000
 980-321-6090
 Charlotte NC 28202
 980-321-6090

JPMorgan Chase Bank, N.A.
 Syracuse, NY

50-937/213

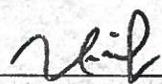
29830

DATE 10/19/2016

Pay: *****Sixty thousand eight hundred forty dollars and no cents

\$ *****60,840.00

TO THE ORDER OF
 CITY OF LEANDER
 201 WILLIS STREET
 UTILITY DEPARTMENT
 LEANDER, TX 78646



THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈000029830⑈ ⑆021309379⑆

216186583⑈

Proj Code
E41:01
GL 01-00-2741



Executive Summary

November 3, 2016

Agenda Subject Conduct a Public Hearing on the issuance of combination tax and revenue certificates of obligation in an aggregate principal amount not to exceed \$20,000,000.

Background: This public hearing is being held in conjunction with the proposed sale of 2016 Certificates of Obligation for the following projects – (1) construction of City-wide road and street improvements, including but not limited to North Bagdad Road; (2) constructing and equipping new Fire Station No. 1; constructing and equipping Fire Station No. 4 (supplemental funding if required); (4) remodel of Pat Bryson Municipal Hall; and (5) proposed TIRZ No 2 infrastructure (Mahendru tract). The anticipated par amount of the CO's is \$17,105,000 and final pricing will be determined on the sale date which is Thursday, November 3, 2016. We believe the certificates will be sold at a premium and thus provide sufficient proceeds necessary for the projects.

Origination: Robert G. Powers, Finance Director

Financial Consideration: The 20-year annual debt service is estimated to be \$1,200,000 per year.

Recommendation:

Attachments: Notice of Public Hearing; Project Cost estimates

Prepared by: Robert G. Powers, Finance Director

2016 CO'S

Bagdad Project Estimate - Remaining	13,500,000.00
(Less) Available Funds	
ILA-Williamson County (Bagdad)	(4,903,000.00)
ILA-Williamson County (Bagdad Trail)	<u>(394,632.00)</u>
County Sub-total	<u>(5,297,632.00)</u>
Bagdad - Net City Funding	<u>8,202,368.00</u>
2015 CO's - Fire Station 1 Relocation	
	3,830,354.00
	460,000.00
Pat Bryson Remodel	2,200,000.00
Mahendru TIRZ - Infrastructure	3,000,000.00
(Less) General CIP surplus fund balance	(1,600,000.00)
Fire Station #4 over 2015 CO Budget	1,606,526.00
** debt service will be paid with I&S reserves; then TIRZ revenues	
2016 CO Funding Required	<u><u>17,699,248.00</u></u>

Exhibit "A"
NOTICE OF PUBLIC HEARING AND INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Leander, Texas, will convene at its regular meeting place of said City Council located at the Pat Bryson Municipal Hall at 201 North Brushy Street, Leander, Texas at 7:00 p.m. on October 20, 2016, and, during such meeting, the City Council will conduct a hearing on whether to issue combination tax and revenue certificates of obligation, and upon conclusion of the public hearing to consider passage of an ordinance and take such other actions as may be deemed necessary to authorize the issuance of combination tax and revenue certificates of obligation in an aggregate principal amount not to exceed \$20,000,000 for the purpose of paying contractual obligations of the City to be incurred for the (1) construction of City-wide road and street improvements, including but not limited to North Bagdad Road, including the acquisition of rights-of-way and easements therefor; (2) construction and equipping of a new fire station for the relocation of Fire Station No. 1; (3) constructing and equipping Fire Station No. 4; (4) remodel of the Pat Bryson Municipal Hall, including construction of improvements and equipment; (5) construction of infrastructure improvements, including waterworks and sewer system, streets, drainage and related infrastructure on the eastern side of the City in the vicinity of Ronald Reagan Boulevard (East boundary), RM 2243 (South boundary) and Hero Way (North boundary); and (6) payment of professional services and costs of issuance related thereto. The combination tax and revenue certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City, and a limited pledge, not to exceed \$1,000, of the surplus revenues of the City's Waterworks and Sewer System. The combination tax and revenue certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code Section 271.041, et. seq.

Pursuant to Texas Local Government Code § 271.049, an election on the question of the issuance of the certificates will be called if before the time tentatively set for the authorization and issuance or if before the authorization of the certificates, the City Secretary receives a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the certificates, the City may not issue the certificates unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections.

Christopher Fielder
Mayor, City of Leander, Texas



Executive Summary

November 3, 2016

Agenda Subject Ordinance authorizing the issuance of an amount not to exceed \$20,000,000 City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016”, authorizing the sale thereof; and enacting provisions incident and related to the issuance of said Certificates

Background: Following the public hearing, City Council will be consider the sale of 2016 Certificates of Obligation for the following projects – (1) construction of City-wide road and street improvements, including but not limited to North Bagdad Road; (2) constructing and equipping new Fire Station No. 1; constructing and equipping Fire Station No. 4 (supplemental funding if required); (4) remodel of Pat Bryson Municipal Hall; and (5) proposed TIRZ No 2 infrastructure (Mahendru tract). The anticipated par amount of the CO’s is \$17,105,000 and final pricing will be determined on the sale date which is Thursday, November 3, 2016. We believe the certificates will be sold at a premium and thus provide sufficient proceeds necessary for the projects.

Origination: Robert G. Powers, Finance Director

Financial Consideration: The 20-year annual debt service is estimated to be \$1,200,000 per year.

Recommendation: Pending satisfactory results on the date of sale, and the advice of financial advisor, staff will recommend approval of the Ordinance.

Attachments: Project Cost estimates; Ordinance; Pro Forma Sources & Uses Summary

Prepared by: Robert G. Powers, Finance Director

2016 CO'S

Bagdad Project Estimate - Remaining	13,500,000.00
(Less) Available Funds	
ILA-Williamson County (Bagdad)	(4,903,000.00)
ILA-Williamson County (Bagdad Trail)	<u>(394,632.00)</u>
County Sub-total	<u>(5,297,632.00)</u>
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Mahendru TIRZ - Infrastructure	3,000,000.00
(Less) General CIP surplus fund balance	(1,600,000.00)
Fire Station #4 over 2015 CO Budget	1,606,526.00
** debt service will be paid with I&S reserves; then TIRZ revenues	
2016 CO Funding Required	<u>17,699,248.00</u>

SOURCES AND USES OF FUNDS

**City of Leander, Texas
Series 2016**

Dated Date 11/22/2016
Delivery Date 11/22/2016

Sources:	Refunds Series 2010	GO New Money Portion	Combination Tax and Revenue Certificates of Obligation, Series 2016	Total
Bond Proceeds:				
Par Amount	4,055,000.00	15,435,000.00	17,105,000.00	36,595,000.00
Net Premium/OID	154,008.20	760,663.90	843,588.40	1,758,260.50
	<u>4,209,008.20</u>	<u>16,195,663.90</u>	<u>17,948,588.40</u>	<u>38,353,260.50</u>

Uses:	Refunds Series 2010	GO New Money Portion	Combination Tax and Revenue Certificates of Obligation, Series 2016	Total
Project Fund Deposits:				
Project Fund		15,965,000.00	17,700,000.00	33,665,000.00
Refunding Escrow Deposits:				
Bond Proceeds	4,149,134.55			4,149,134.55
Delivery Date Expenses:				
Cost of Issuance	33,242.25	126,533.68	140,224.07	300,000.00
Underwriter's Discount	26,357.50	100,327.50	111,182.50	237,867.50
	<u>59,599.75</u>	<u>226,861.18</u>	<u>251,406.57</u>	<u>537,867.50</u>
Other Uses of Funds:				
Additional Proceeds	273.90	3,802.72	-2,818.17	1,258.45
	<u>4,209,008.20</u>	<u>16,195,663.90</u>	<u>17,948,588.40</u>	<u>38,353,260.50</u>

BOND SUMMARY STATISTICS

**City of Leander, Texas
Series 2016**

Dated Date	11/22/2016
Delivery Date	11/22/2016
First Coupon	08/15/2017
Last Maturity	08/15/2037
Arbitrage Yield	2.823303%
True Interest Cost (TIC)	2.954752%
Net Interest Cost (NIC)	3.044075%
All-In TIC	3.040989%
Average Coupon	3.407046%
Average Life (years)	11.446
Weighted Average Maturity (years)	11.312
Duration of Issue (years)	9.315
Par Amount	36,595,000.00
Bond Proceeds	38,353,260.50
Total Interest	14,271,253.88
Net Interest	12,750,860.88
Bond Years from Dated Date	418,874,680.56
Bond Years from Delivery Date	418,874,680.56
Total Debt Service	50,866,253.88
Maximum Annual Debt Service	3,451,818.76
Average Annual Debt Service	2,453,685.03
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	104.154647

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	36,595,000.00	104.805	3.407%	11.446
	36,595,000.00			11.446

	TIC	All-In TIC	Arbitrage Yield
Par Value	36,595,000.00	36,595,000.00	36,595,000.00
+ Accrued Interest			
+ Premium (Discount)	1,758,260.50	1,758,260.50	1,758,260.50
- Underwriter's Discount	-237,867.50	-237,867.50	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	38,115,393.00	37,815,393.00	38,353,260.50
Target Date	11/22/2016	11/22/2016	11/22/2016
Yield	2.954752%	3.040989%	2.823303%

BOND DEBT SERVICE

**City of Leander, Texas
Series 2016**

Period Ending	Principal	Interest	Debt Service
09/30/2017		856,078.70	856,078.70
09/30/2018	2,280,000	1,171,818.76	3,451,818.76
09/30/2019	2,305,000	1,126,218.76	3,431,218.76
09/30/2020	2,320,000	1,080,118.76	3,400,118.76
09/30/2021	1,345,000	1,033,718.76	2,378,718.76
09/30/2022	1,370,000	1,006,818.76	2,376,818.76
09/30/2023	1,415,000	965,718.76	2,380,718.76
09/30/2024	1,460,000	923,268.76	2,383,268.76
09/30/2025	1,515,000	864,868.76	2,379,868.76
09/30/2026	1,580,000	804,268.76	2,384,268.76
09/30/2027	1,640,000	741,068.76	2,381,068.76
09/30/2028	1,705,000	675,468.76	2,380,468.76
09/30/2029	1,765,000	607,268.76	2,372,268.76
09/30/2030	1,835,000	536,668.76	2,371,668.76
09/30/2031	1,815,000	463,268.76	2,278,268.76
09/30/2032	1,885,000	390,668.76	2,275,668.76
09/30/2033	1,945,000	331,762.52	2,276,762.52
09/30/2034	2,005,000	270,981.26	2,275,981.26
09/30/2035	2,065,000	208,325.00	2,273,325.00
09/30/2036	2,140,000	141,212.50	2,281,212.50
09/30/2037	2,205,000	71,662.50	2,276,662.50
	36,595,000	14,271,253.88	50,866,253.88

SUMMARY OF REFUNDING RESULTS

**City of Leander, Texas
Series 2016**

Dated Date	11/22/2016
Delivery Date	11/22/2016
Arbitrage yield	2.823303%
Escrow yield	0.536768%
Value of Negative Arbitrage	67,268.85
Bond Par Amount	4,055,000.00
True Interest Cost	1.991986%
Net Interest Cost	2.082349%
All-In TIC	2.197601%
Average Coupon	2.848450%
Average Life	4.109
Par amount of refunded bonds	4,005,000.00
Average coupon of refunded bonds	4.000000%
Average life of refunded bonds	4.241
PV of prior debt to 11/22/2016 @ 3.040989%	4,194,817.08
Net PV Savings	177,466.43
Percentage savings of refunded bonds	4.431122%

SAVINGS

**City of Leander, Texas
Series 2016**

Date	Prior Debt Service	Refunding Debt Service	Savings
09/30/2017	160,200.00	69,220.14	90,979.86
09/30/2018	1,190,200.00	1,174,750.00	15,450.00
09/30/2019	1,159,000.00	1,153,150.00	5,850.00
09/30/2020	1,127,400.00	1,121,550.00	5,850.00
09/30/2021	110,400.00	100,150.00	10,250.00
09/30/2022	107,400.00	98,750.00	8,650.00
09/30/2023	109,400.00	101,650.00	7,750.00
09/30/2024	111,200.00	104,400.00	6,800.00
09/30/2025	107,800.00	101,200.00	6,600.00
09/30/2026	109,400.00	103,000.00	6,400.00
09/30/2027	110,800.00	104,600.00	6,200.00
09/30/2028	107,000.00	101,000.00	6,000.00
09/30/2029	108,200.00	97,400.00	10,800.00
09/30/2030	109,200.00	98,800.00	10,400.00
	4,727,600.00	4,529,620.14	197,979.86

Savings Summary

Savings PV date	11/22/2016
Savings PV rate	3.040989%
PV of savings from cash flow	177,192.53
Plus: Refunding funds on hand	273.90
	<hr/>
Net PV Savings	177,466.43

SUMMARY OF BONDS REFUNDED

**City of Leander, Texas
Series 2016**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
General Obligation and Refunding Bonds, Series 2010, 2010:					
BOND	08/15/2018	4.000%	1,030,000.00	08/15/2017	100.000
	08/15/2019	4.000%	1,040,000.00	08/15/2017	100.000
	08/15/2020	4.000%	1,050,000.00	08/15/2017	100.000
	08/15/2021	4.000%	75,000.00	08/15/2017	100.000
	08/15/2022	4.000%	75,000.00	08/15/2017	100.000
	08/15/2023	4.000%	80,000.00	08/15/2017	100.000
	08/15/2024	4.000%	85,000.00	08/15/2017	100.000
	08/15/2025	4.000%	85,000.00	08/15/2017	100.000
	08/15/2026	4.000%	90,000.00	08/15/2017	100.000
	08/15/2027	4.000%	95,000.00	08/15/2017	100.000
	08/15/2028	4.000%	95,000.00	08/15/2017	100.000
	08/15/2029	4.000%	100,000.00	08/15/2017	100.000
	08/15/2030	4.000%	105,000.00	08/15/2017	100.000
			4,005,000.00		

BOND SUMMARY STATISTICS

**City of Leander, Texas
Refunds Series 2010**

Dated Date	11/22/2016
Delivery Date	11/22/2016
First Coupon	08/15/2017
Last Maturity	08/15/2030
Arbitrage Yield	2.823303%
True Interest Cost (TIC)	1.991986%
Net Interest Cost (NIC)	2.082349%
All-In TIC	2.197601%
Average Coupon	2.848450%
Average Life (years)	4.109
Weighted Average Maturity (years)	4.220
Duration of Issue (years)	3.930
Par Amount	4,055,000.00
Bond Proceeds	4,209,008.20
Total Interest	474,620.14
Net Interest	346,969.44
Bond Years from Dated Date	16,662,402.78
Bond Years from Delivery Date	16,662,402.78
Total Debt Service	4,529,620.14
Maximum Annual Debt Service	1,174,750.00
Average Annual Debt Service	329,893.44
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	103.147983

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	4,055,000.00	103.798	2.848%	4.109
	4,055,000.00			4.109

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,055,000.00	4,055,000.00	4,055,000.00
+ Accrued Interest			
+ Premium (Discount)	154,008.20	154,008.20	154,008.20
- Underwriter's Discount	-26,357.50	-26,357.50	
- Cost of Issuance Expense		-33,242.25	
- Other Amounts			
Target Value	4,182,650.70	4,149,408.45	4,209,008.20
Target Date	11/22/2016	11/22/2016	11/22/2016
Yield	1.991986%	2.197601%	2.823303%

Note: Preliminary

BOND PRICING

**City of Leander, Texas
Refunds Series 2010**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Bond Component:									
	08/15/2018	1,080,000	2.000%	1.130%	101.486				16,048.80
	08/15/2019	1,080,000	2.000%	1.260%	101.979				21,373.20
	08/15/2020	1,070,000	2.000%	1.390%	102.209				23,636.30
	08/15/2021	70,000	2.000%	1.500%	102.274				1,591.80
	08/15/2022	70,000	3.000%	1.630%	107.464				5,224.80
	08/15/2023	75,000	3.000%	1.770%	107.770				5,827.50
	08/15/2024	80,000	4.000%	1.930%	114.797				11,837.60
	08/15/2025	80,000	4.000%	2.070%	115.340				12,272.00
	08/15/2026	85,000	4.000%	2.180%	115.877				13,495.45
	08/15/2027	90,000	4.000%	2.410%	113.715	2.532%	08/15/2026	100.000	12,343.50
	08/15/2028	90,000	4.000%	2.570%	112.238	2.771%	08/15/2026	100.000	11,014.20
	08/15/2029	90,000	4.000%	2.700%	111.056	2.952%	08/15/2026	100.000	9,950.40
	08/15/2030	95,000	4.000%	2.830%	109.887	3.109%	08/15/2026	100.000	9,392.65
		4,055,000							154,008.20

Dated Date	11/22/2016	
Delivery Date	11/22/2016	
First Coupon	08/15/2017	
Par Amount	4,055,000.00	
Premium	154,008.20	
Production	4,209,008.20	103.797983%
Underwriter's Discount	-26,357.50	-0.650000%
Purchase Price	4,182,650.70	103.147983%
Accrued Interest		
Net Proceeds	4,182,650.70	

Note: Preliminary

NET DEBT SERVICE

**City of Leander, Texas
Refunds Series 2010**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
09/30/2017		69,220.14	69,220.14	69,220.14
09/30/2018	1,080,000	94,750.00	1,174,750.00	1,174,750.00
09/30/2019	1,080,000	73,150.00	1,153,150.00	1,153,150.00
09/30/2020	1,070,000	51,550.00	1,121,550.00	1,121,550.00
09/30/2021	70,000	30,150.00	100,150.00	100,150.00
09/30/2022	70,000	28,750.00	98,750.00	98,750.00
09/30/2023	75,000	26,650.00	101,650.00	101,650.00
09/30/2024	80,000	24,400.00	104,400.00	104,400.00
09/30/2025	80,000	21,200.00	101,200.00	101,200.00
09/30/2026	85,000	18,000.00	103,000.00	103,000.00
09/30/2027	90,000	14,600.00	104,600.00	104,600.00
09/30/2028	90,000	11,000.00	101,000.00	101,000.00
09/30/2029	90,000	7,400.00	97,400.00	97,400.00
09/30/2030	95,000	3,800.00	98,800.00	98,800.00
	4,055,000	474,620.14	4,529,620.14	4,529,620.14

Note: Preliminary

BOND SUMMARY STATISTICS

**City of Leander, Texas
GO New Money Portion**

Dated Date	11/22/2016
Delivery Date	11/22/2016
First Coupon	08/15/2017
Last Maturity	08/15/2037
Arbitrage Yield	2.823303%
True Interest Cost (TIC)	3.000328%
Net Interest Cost (NIC)	3.083931%
All-In TIC	3.080998%
Average Coupon	3.430054%
Average Life (years)	12.360
Weighted Average Maturity (years)	12.186
Duration of Issue (years)	9.946
Par Amount	15,435,000.00
Bond Proceeds	16,195,663.90
Total Interest	6,543,894.70
Net Interest	5,883,558.30
Bond Years from Dated Date	190,781,125.00
Bond Years from Delivery Date	190,781,125.00
Total Debt Service	21,978,894.70
Maximum Annual Debt Service	1,082,962.50
Average Annual Debt Service	1,060,217.35
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	104.278176

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	15,435,000.00	104.928	3.430%	12.360
	15,435,000.00			12.360

	TIC	All-In TIC	Arbitrage Yield
Par Value	15,435,000.00	15,435,000.00	15,435,000.00
+ Accrued Interest			
+ Premium (Discount)	760,663.90	760,663.90	760,663.90
- Underwriter's Discount	-100,327.50	-100,327.50	
- Cost of Issuance Expense		-126,533.68	
- Other Amounts			
Target Value	16,095,336.40	15,968,802.72	16,195,663.90
Target Date	11/22/2016	11/22/2016	11/22/2016
Yield	3.000328%	3.080998%	2.823303%

BOND PRICING

**City of Leander, Texas
GO New Money Portion**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Bond Component:									
	08/15/2018	570,000	2.000%	1.130%	101.486				8,470.20
	08/15/2019	580,000	2.000%	1.260%	101.979				11,478.20
	08/15/2020	595,000	2.000%	1.390%	102.209				13,143.55
	08/15/2021	605,000	2.000%	1.500%	102.274				13,757.70
	08/15/2022	615,000	3.000%	1.630%	107.464				45,903.60
	08/15/2023	635,000	3.000%	1.770%	107.770				49,339.50
	08/15/2024	655,000	4.000%	1.930%	114.797				96,920.35
	08/15/2025	680,000	4.000%	2.070%	115.340				104,312.00
	08/15/2026	710,000	4.000%	2.180%	115.877				112,726.70
	08/15/2027	735,000	4.000%	2.410%	113.715 C	2.532%	08/15/2026	100.000	100,805.25
	08/15/2028	765,000	4.000%	2.570%	112.238 C	2.771%	08/15/2026	100.000	93,620.70
	08/15/2029	795,000	4.000%	2.700%	111.056 C	2.952%	08/15/2026	100.000	87,895.20
	08/15/2030	825,000	4.000%	2.830%	109.887 C	3.109%	08/15/2026	100.000	81,567.75
	08/15/2031	860,000	4.000%	2.950%	108.821 C	3.242%	08/15/2026	100.000	75,860.60
	08/15/2032	895,000	3.125%	3.310%	97.742				-20,209.10
	08/15/2033	925,000	3.125%	3.310%	97.634				-21,885.50
	08/15/2034	950,000	3.125%	3.310%	97.530				-23,465.00
	08/15/2035	980,000	3.250%	3.410%	97.795				-21,609.00
	08/15/2036	1,015,000	3.250%	3.410%	97.712				-23,223.20
	08/15/2037	1,045,000	3.250%	3.410%	97.632				-24,745.60
		15,435,000							760,663.90

Dated Date	11/22/2016	
Delivery Date	11/22/2016	
First Coupon	08/15/2017	
Par Amount	15,435,000.00	
Premium	760,663.90	
Production	16,195,663.90	104.928176%
Underwriter's Discount	-100,327.50	-0.650000%
Purchase Price	16,095,336.40	104.278176%
Accrued Interest		
Net Proceeds	16,095,336.40	

NET DEBT SERVICE

**City of Leander, Texas
GO New Money Portion**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
09/30/2017		373,213.44	373,213.44	373,213.44
09/30/2018	570,000	510,862.50	1,080,862.50	1,080,862.50
09/30/2019	580,000	499,462.50	1,079,462.50	1,079,462.50
09/30/2020	595,000	487,862.50	1,082,862.50	1,082,862.50
09/30/2021	605,000	475,962.50	1,080,962.50	1,080,962.50
09/30/2022	615,000	463,862.50	1,078,862.50	1,078,862.50
09/30/2023	635,000	445,412.50	1,080,412.50	1,080,412.50
09/30/2024	655,000	426,362.50	1,081,362.50	1,081,362.50
09/30/2025	680,000	400,162.50	1,080,162.50	1,080,162.50
09/30/2026	710,000	372,962.50	1,082,962.50	1,082,962.50
09/30/2027	735,000	344,562.50	1,079,562.50	1,079,562.50
09/30/2028	765,000	315,162.50	1,080,162.50	1,080,162.50
09/30/2029	795,000	284,562.50	1,079,562.50	1,079,562.50
09/30/2030	825,000	252,762.50	1,077,762.50	1,077,762.50
09/30/2031	860,000	219,762.50	1,079,762.50	1,079,762.50
09/30/2032	895,000	185,362.50	1,080,362.50	1,080,362.50
09/30/2033	925,000	157,393.76	1,082,393.76	1,082,393.76
09/30/2034	950,000	128,487.50	1,078,487.50	1,078,487.50
09/30/2035	980,000	98,800.00	1,078,800.00	1,078,800.00
09/30/2036	1,015,000	66,950.00	1,081,950.00	1,081,950.00
09/30/2037	1,045,000	33,962.50	1,078,962.50	1,078,962.50
	15,435,000	6,543,894.70	21,978,894.70	21,978,894.70

BOND SUMMARY STATISTICS

**City of Leander, Texas
Combination Tax and Revenue Certificates of Obligation, Series 2016**

Dated Date	11/22/2016
Delivery Date	11/22/2016
First Coupon	08/15/2017
Last Maturity	08/15/2037
Arbitrage Yield	2.823303%
True Interest Cost (TIC)	3.000246%
Net Interest Cost (NIC)	3.083904%
All-In TIC	3.080910%
Average Coupon	3.430308%
Average Life (years)	12.361
Weighted Average Maturity (years)	12.186
Duration of Issue (years)	9.947
Par Amount	17,105,000.00
Bond Proceeds	17,948,588.40
Total Interest	7,252,739.04
Net Interest	6,520,333.14
Bond Years from Dated Date	211,431,152.78
Bond Years from Delivery Date	211,431,152.78
Total Debt Service	24,357,739.04
Maximum Annual Debt Service	1,199,306.26
Average Annual Debt Service	1,174,967.98
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	104.281823

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	17,105,000.00	104.932	3.430%	12.361
	17,105,000.00			12.361

	TIC	All-In TIC	Arbitrage Yield
Par Value	17,105,000.00	17,105,000.00	17,105,000.00
+ Accrued Interest			
+ Premium (Discount)	843,588.40	843,588.40	843,588.40
- Underwriter's Discount	-111,182.50	-111,182.50	
- Cost of Issuance Expense		-140,224.07	
- Other Amounts			
Target Value	17,837,405.90	17,697,181.83	17,948,588.40
Target Date	11/22/2016	11/22/2016	11/22/2016
Yield	3.000246%	3.080910%	2.823303%

BOND PRICING

**City of Leander, Texas
Combination Tax and Revenue Certificates of Obligation, Series 2016**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Bond Component:									
	08/15/2018	630,000	2.000%	1.130%	101.486				9,361.80
	08/15/2019	645,000	2.000%	1.260%	101.979				12,764.55
	08/15/2020	655,000	2.000%	1.390%	102.209				14,468.95
	08/15/2021	670,000	2.000%	1.500%	102.274				15,235.80
	08/15/2022	685,000	3.000%	1.630%	107.464				51,128.40
	08/15/2023	705,000	3.000%	1.770%	107.770				54,778.50
	08/15/2024	725,000	4.000%	1.930%	114.797				107,278.25
	08/15/2025	755,000	4.000%	2.070%	115.340				115,817.00
	08/15/2026	785,000	4.000%	2.180%	115.877				124,634.45
	08/15/2027	815,000	4.000%	2.410%	113.715 C	2.532%	08/15/2026	100.000	111,777.25
	08/15/2028	850,000	4.000%	2.570%	112.238 C	2.771%	08/15/2026	100.000	104,023.00
	08/15/2029	880,000	4.000%	2.700%	111.056 C	2.952%	08/15/2026	100.000	97,292.80
	08/15/2030	915,000	4.000%	2.830%	109.887 C	3.109%	08/15/2026	100.000	90,466.05
	08/15/2031	955,000	4.000%	2.950%	108.821 C	3.242%	08/15/2026	100.000	84,240.55
	08/15/2032	990,000	3.125%	3.310%	97.742				-22,354.20
	08/15/2033	1,020,000	3.125%	3.310%	97.634				-24,133.20
	08/15/2034	1,055,000	3.125%	3.310%	97.530				-26,058.50
	08/15/2035	1,085,000	3.250%	3.410%	97.795				-23,924.25
	08/15/2036	1,125,000	3.250%	3.410%	97.712				-25,740.00
	08/15/2037	1,160,000	3.250%	3.410%	97.632				-27,468.80
		17,105,000							843,588.40

Dated Date	11/22/2016	
Delivery Date	11/22/2016	
First Coupon	08/15/2017	
Par Amount	17,105,000.00	
Premium	843,588.40	
Production	17,948,588.40	104.931823%
Underwriter's Discount	-111,182.50	-0.650000%
Purchase Price	17,837,405.90	104.281823%
Accrued Interest		
Net Proceeds	17,837,405.90	

NET DEBT SERVICE

**City of Leander, Texas
Combination Tax and Revenue Certificates of Obligation, Series 2016**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
09/30/2017		413,645.12	413,645.12	413,645.12
09/30/2018	630,000	566,206.26	1,196,206.26	1,196,206.26
09/30/2019	645,000	553,606.26	1,198,606.26	1,198,606.26
09/30/2020	655,000	540,706.26	1,195,706.26	1,195,706.26
09/30/2021	670,000	527,606.26	1,197,606.26	1,197,606.26
09/30/2022	685,000	514,206.26	1,199,206.26	1,199,206.26
09/30/2023	705,000	493,656.26	1,198,656.26	1,198,656.26
09/30/2024	725,000	472,506.26	1,197,506.26	1,197,506.26
09/30/2025	755,000	443,506.26	1,198,506.26	1,198,506.26
09/30/2026	785,000	413,306.26	1,198,306.26	1,198,306.26
09/30/2027	815,000	381,906.26	1,196,906.26	1,196,906.26
09/30/2028	850,000	349,306.26	1,199,306.26	1,199,306.26
09/30/2029	880,000	315,306.26	1,195,306.26	1,195,306.26
09/30/2030	915,000	280,106.26	1,195,106.26	1,195,106.26
09/30/2031	955,000	243,506.26	1,198,506.26	1,198,506.26
09/30/2032	990,000	205,306.26	1,195,306.26	1,195,306.26
09/30/2033	1,020,000	174,368.76	1,194,368.76	1,194,368.76
09/30/2034	1,055,000	142,493.76	1,197,493.76	1,197,493.76
09/30/2035	1,085,000	109,525.00	1,194,525.00	1,194,525.00
09/30/2036	1,125,000	74,262.50	1,199,262.50	1,199,262.50
09/30/2037	1,160,000	37,700.00	1,197,700.00	1,197,700.00
	17,105,000	7,252,739.04	24,357,739.04	24,357,739.04

ORDINANCE NO. 16-083-00

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$ _____
"CITY OF LEANDER, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2016"; AUTHORIZING THE
SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND
RELATED TO THE ISSUANCE OF SAID CERTIFICATES**

WHEREAS, the City Council of the City of Leander, Texas (the "City") originally determined that it should issue certificates of obligation in an amount not to exceed \$20,000,000 for the purpose of paying contractual obligations to be incurred for the (1) construction of City-wide road and street improvements, including but not limited to North Bagdad Road, including the acquisition of rights-of-way and easements therefor; (2) construction and equipping of a new fire station for the relocation of Fire Station No. 1; (3) constructing and equipping Fire Station No. 4; (4) remodel of the Pat Bryson Municipal Hall, including construction of improvements and equipment; (5) construction of infrastructure improvements, including waterworks and sewer system, streets, drainage and related infrastructure on the eastern side of the City in the vicinity of Ronald Reagan Boulevard (East boundary), RM 2243 (South boundary) and Hero Way (North boundary); and (6) payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of public hearing and intention to issue said certificates of obligation for such purposes has been published in the *Hill Country News*, a newspaper found and determined to be of general circulation in the City of Leander, Texas, on September 1, 2016 and on September 8, 2016, the date of the first publication of such notice being before the thirtieth (30th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on October 20, 2016, the City Council of the City of Leander, Texas, convened at 7:00 p.m. and announced it would not take action on the public hearing and ordinance authorizing the issuance of said certificates of obligation, and would take up the matter on November 3, 2016; (the "Ordinance"); and

WHEREAS, on November 3, 2016, the City Council of the City of Leander, Texas, convened at 7:00 p.m. and after a public hearing, considered passage of an ordinance authorizing the issuance of said certificates of obligation (the "Ordinance"); and

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

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

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

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

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

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

"Certificate" or "Certificates" means the Certificates authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016," in the aggregate principal amount of \$_____.

"City" means the City of Leander, Texas.

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

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

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

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

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

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

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

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

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

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

"Interest Payment Date" means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing August 15, 2017.

"Mayor" means the Mayor of the City.

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

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

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

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

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

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

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

"Underwriters" mean Piper Jaffray & Co., RBC Capital Markets, LLC and William Blair & Company LLC.

“Waterworks and Sewer System” means the City’s combined water and sewer utility system.

Section 1.02. Findings.

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

Section 1.03. Table of Contents, Titles and Headings.

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

Section 1.04. Interpretation.

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

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

ARTICLE II

SECURITY FOR THE CERTIFICATES
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates.

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

service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

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

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

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

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

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

Section 2.02. Revenue Pledge.

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

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

Section 2.03. Effect of Pledge.

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

Section 2.04. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016 Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

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

Section 2.05. Construction Fund.

(a) A special fund or account, to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates (other than proceeds representing accrued interest on the Certificates and any premium on the Certificates that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for the (1) construction of City-wide road and street improvements, including but not limited to North Bagdad Road, including the acquisition of rights-of-way and easements therefor; (2) construction and equipping of a new fire station for the relocation of Fire Station No. 1; (3) constructing and equipping Fire Station No. 4; (4) remodel of the Pat Bryson Municipal Hall, including construction of improvements and equipment; (5) construction of infrastructure improvements, including waterworks and sewer system, streets, drainage and related infrastructure on the eastern side of the City in the vicinity of Ronald Reagan Boulevard (East boundary), RM 2243 (South boundary) and Hero Way (North boundary); and (6)

payment of professional services and costs of issuance related thereto (the "Project").

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

Section 2.06. Security of Funds.

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

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations to be incurred for the (1) construction of City-wide road and street improvements, including but not limited to North Bagdad Road, including the acquisition of rights-of-way and easements therefor; (2) construction and equipping of a new fire station for the relocation of Fire Station No. 1; (3) constructing and equipping Fire Station No. 4; (4) remodel of the Pat Bryson Municipal Hall, including construction of improvements and equipment; (5) construction of infrastructure improvements, including waterworks and sewer system, streets, drainage and related infrastructure on the eastern side of the City in the vicinity of Ronald Reagan Boulevard (East boundary), RM 2243 (South boundary) and Hero Way (North boundary); and (6) payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated November 1, 2016 and shall bear interest on the unpaid principal amount thereof from the Date of Delivery (anticipated to be November 22, 2016) (which date shall be noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

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

schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2018	\$		2028	\$	
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the later of the Date of Delivery or from the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 15 and August 15 of each year, commencing on August 15, 2017, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

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

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and

each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

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

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

Section 3.04. Control, Execution and Initial Registration.

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

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

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

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

Section 3.05. Ownership.

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

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

Section 3.06. Registration, Transfer and Exchange.

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

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

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

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

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

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

Section 3.07. Cancellation.

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

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

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

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of

the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

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

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

Section 3.09. Replacement Certificates.

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

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

- (i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;
- (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and
- (iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

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

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

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

Section 3.10. Book-Entry-Only System.

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

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the

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

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

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

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law, which may or may not be additionally secured by the Surplus Revenues of the

City's Waterworks and Sewer System. The City further reserves the right to issue any additional obligations secured by the net revenues on the City's Waterworks and Sewer System, which are senior to the lien and pledge of the Surplus Revenues securing payment of the Certificates.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

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

Section 4.02. Optional Redemption.

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

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

Section 4.03. Partial Redemption.

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

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

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

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

to be redeemed.

Section 4.04. Notice of Redemption to Owners.

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

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

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

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

Section 4.05. Payment Upon Redemption.

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

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

Section 4.06. Effect of Redemption.

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

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

Section 4.07. Lapse of Payment.

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

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

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, Austin, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the

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

Section 5.02. Qualifications.

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

Section 5.03. Maintaining Paying Agent/Registrar.

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

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

Section 5.04. Termination.

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

Section 5.05. Notice of Change to Owners.

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

Section 5.06. Agreement to Perform Duties and Functions.

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

Section 5.07. Delivery of Records to Successor.

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

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

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

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

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

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

Section 6.02. Form of the Certificates.

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

(a) Form of Certificate.

REGISTERED

REGISTERED

No. R-_____

\$_____

United States of America
State of Texas
CITY OF LEANDER, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2016

Dated Date: Interest Rate: Stated Maturity: CUSIP No.:

November 1, 2016 _____

Date of Delivery: November 22, 2016

Registered Owner:

Principal Amount: DOLLARS

THE CITY OF LEANDER, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Date of Delivery shown above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2017. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for (1) construction of City-wide road and street improvements, including but not limited to North Bagdad Road, including the acquisition of rights-of-way and easements therefor; (2) construction and equipping of a new fire station for the relocation of Fire Station No. 1; (3) constructing and equipping Fire Station No. 4; (4) remodel of the Pat Bryson Municipal Hall, including construction of improvements and equipment; (5) construction of infrastructure improvements, including waterworks and sewer system, streets, drainage and related infrastructure on the eastern side of the City in the vicinity of Ronald Reagan Boulevard (East boundary), RM 2243 (South boundary) and Hero Way (North boundary); and (6) payment of professional services and costs of issuance related thereto.

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

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

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

THE CERTIFICATES are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City,

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

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

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

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and from a limited pledge of

Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

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

Mayor
City of Leander, Texas

Interim City Secretary
City of Leander, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

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

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

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

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

[SEAL]

Comptroller of Public Accounts
of the State of Texas

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

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

BOKF, NA
Austin, Texas
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto/

_____/

(Please print or typewrite name and address, including zip code, of Transferee)

_____ the within Certificate and all rights

(Please insert Social Security or Taxpayer Identification Number)

thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

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

(e) Form of Initial Certificate.

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

REGISTERED
No. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LEANDER, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2016

Dated Date:

November 1, 2016

Date of Delivery: November 16, 2016

Registered Owner:

Principal Amount:

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

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-----------------------------	-----------------------------------	--------------------------

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

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2017. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in Austin, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying

Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

Section 6.03. CUSIP Registration.

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

Section 6.04. Legal Opinion.

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

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

Section 7.01. Approval of Documents.

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

Section 7.02. Sale of the Certificates.

(a) The Certificates are hereby sold and shall be delivered to the Underwriters at a price of \$_____ (representing the par amount of the Certificates of \$_____, plus a net original reoffering premium of \$_____, and less an Underwriters' discount of \$_____), pursuant to the terms and provisions of the Purchase Agreement of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Purchase Agreement on behalf of the City, and the Mayor and all other officers, agents and

representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of Cede & Co.

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

(1) \$_____ to the Construction Fund consisting of
\$_____ from the par amount of the Certificates and
\$_____ from premium; and

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

\$_____ of general costs of issuance;

\$_____ of Underwriters' Discount; and

\$_____ of Rounding Amount to the Interest and Sinking
Fund.

Section 7.03. Approval of Official Statement.

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

Section 7.04. Control and Delivery of Certificates.

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

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

the City under the terms of sale.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

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

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available by the Authorized Officials to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used,

such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

- (2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
- (5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;
- (6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with—
 - (i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,
 - (ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;
- (7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148

of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

- (8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;
- (9) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and
- (10) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

In order to facilitate compliance with the above covenants (8) and (9), a "Rebate Fund" is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the Interim City Secretary and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Reserved.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to wit:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable;
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or
- (iii) the City declares bankruptcy.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such

remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

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

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

ARTICLE XI

DISCHARGE

Section 11.01. Discharge by Payment.

When all Certificates have been paid in full as to principal and as to interest and redemption premium, if any, or when all Certificates have become due and payable, whether at maturity or by prior redemption or otherwise, and the City shall have provided for the payment of the whole amount due or to become due on all Certificates then outstanding, including all interest that has accrued thereon or that may accrue to the date of maturity or prior redemption, and any premium due or that may become due at maturity or prior redemption, by depositing with the Paying Agent/Registrar, for payment to the principal of such outstanding Certificates and the interest accrued thereon and any redemption premium due thereon, the entire amount due or to become due thereon, and the City shall also have paid or caused to be paid all sums payable under this Ordinance by the City, including the compensation due or to become due the Paying Agent/Registrar, then the Paying Agent/Registrar, upon receipt of a letter of instructions from the City requesting the same, shall discharge and release the lien of this Ordinance and execute and deliver to the City such releases or other instruments as shall be requisite to release the lien hereof.

Section 11.02. Discharge by Deposit.

(a) The City may discharge its obligation to pay the principal of, redemption premium, if any, and interest on all or any portion of the Certificates and its obligation to pay other sums payable or to become payable under this Ordinance by the City, including the compensation due or to become due the Paying Agent/Registrar, in any manner permitted by applicable law, including in accordance with the following provisions:

- (i) depositing or causing to be deposited with the Paying Agent/Registrar an amount of money that, together with the interest earned on or capital gains or profits to be realized from the investment of such money, will be sufficient to pay the principal of, redemption premium, if any, and accrued interest on such Certificates to maturity or to the date fixed for prior redemption of such Certificates, and to pay such other amounts as may be reasonably estimated by the Paying Agent/Registrar to become payable under this Ordinance with respect to the Certificates being provided for, including the compensation due or to become due the Paying Agent/Registrar; and
- (ii) providing the Paying Agent/Registrar with an opinion of nationally recognized bond counsel acceptable to the Paying Agent/Registrar to the effect that the deposit specified in subdivision (i) of this subsection (a) will not cause the interest on any of the Certificates to become subject to federal income taxation.

(b) Subject to subsection (c) of this Section, upon compliance with subsection (a) of this Section, the Certificates for the payment of which provision is thus made shall no longer be regarded as outstanding and unpaid, and the Paying Agent/Registrar, upon receipt of a letter of instructions from the City requesting the same, shall discharge and release the lien of this Ordinance as to such Certificates and shall execute and deliver to the City such releases or other instruments as shall be requisite to release the lien hereof.

(c) Before discharge and release of any portion of the lien of this Ordinance pursuant to this Section in accordance with subsection (a), the City shall make the following provisions with the Paying Agent/Registrar (or other eligible commercial bank or trust company):

- (i) the establishment of a separate escrow account fund with the Paying Agent/Registrar (or other eligible commercial bank or trust company) for the deposit pursuant to subsection (a)(i) of this Section;
- (ii) the payment to the Owners at the date of maturity or at the date fixed for prior redemption, as applicable, of the full amount to which the Owners of the appropriate Certificates would be entitled by way of principal, redemption premium, if any, and interest to the date of such maturity or prior redemption;
- (iii) the investment of such moneys by the Paying Agent/Registrar in securities or obligations maturing in sufficient time, in the judgment of the Paying Agent/Registrar, to make available the moneys required for such purposes;
- (iv) the sending of written notice by registered or certified United States

mail to the Owner of each appropriate Certificate then outstanding within thirty (30) days following the date of such deposit that such moneys are so available for such payment; and

- (v) the payment to the City, periodically or following final payment of the principal of, redemption premium, if any, and interest on the appropriate Certificates, of any moneys, interest earnings, profits or capital gains over and above the amounts necessary for such purposes.

(d) Notwithstanding anything in this Ordinance to the contrary, any money deposited in the escrow account for the discharge and release of the lien of this Ordinance shall be invested in (i) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions.

As used in this Article XII, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

Section 12.02. Annual Reports.

The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA. The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 7.03 of this Ordinance under Tables 1 through 6 and 8 through 14 of the Official Statement (the "Annual Financial Information"). The City shall additionally provide financial statements of the City (the "Financial Statements") that will be (1) prepared in accordance with the accounting

principles described in Appendix B thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in Appendix B thereto and (2) audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2016. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

Section 12.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or

determinations with respect to the tax status of the Certificates or other material events affecting the tax-exempt status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 by the time required by this Section.

Section 12.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 12.03 of any bond calls and defeasance that cause the City to no longer be such an "obligated person."

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in

accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

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

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Further Procedures.

The Mayor and Interim City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such

acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager, Finance Director and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by Registered Owners for consent to such amendment.

Section 13.03. Reserved.

Section 13.04. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 13.05. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13.06. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 3rd day of November, 2016.

Mayor
City of Leander, Texas

ATTEST:

Interim City Secretary
City of Leander, Texas

[CITY SEAL]



Executive Summary

November 3, 2016

Agenda Subject Conduct a Public Hearing on the issuance of general obligation refunding bonds

Background: This public hearing is being held in conjunction with the proposed sale of 2016 General Obligation & Refunding bonds. The City Charter requires a public hearing prior to the issuance of any indebtedness other than voter-approved general obligation bonds. After consultation and advice from our financial advisor, First Southwest, we have included refunding \$4,005,000 in outstanding Series 2010 bonds in order to take advantage of lower interest rates and achieve savings. The estimated net present value savings is approximately \$177,500 or 4.43% of the refunded bonds.

Pricing for the bonds will happen on Thursday, November 3rd and we will present the final numbers to the City Council at the meeting.

Origination: Robert G. Powers, Finance Director

Financial Consideration: The estimated net present value savings is approximately \$177,500 or 4.43% of the refunded bonds.

Recommendation: n/a

Attachments: n/a

Prepared by: Robert G. Powers, Finance Director



Executive Summary

November 3, 2016

Agenda Subject Ordinance authorizing the issuance of an amount not to exceed \$20,000,000 "City of Leander, Texas General Obligation and Refunding Bonds, Series 2016"

Background: Following the public hearing on the refunding bonds, City Council will consider the sale of 2016 General Obligation Bonds & the refunding together in one ordinance for the following projects – (1) Transportation – Metro Drive; Raider Way/East Woodview; and North Brushy streetscape; (2) Parks & Recreation – parkland; Lakewood Community Park; Bledsoe Park synthetic turf fields, Veterans Park, E. Crystal Falls median landscaping; and Mason Creek Trail; and (3) Senior Center (initial preliminary planning & design.)

The anticipated par amount of the CO's is \$15,435,000 and project proceeds in the amount of \$15,965,000 (due to premiums paid for the bonds.) Final pricing will be determined on the sale date which is Thursday, November 3, 2016.

Origination: Robert G. Powers, Finance Director

Financial Consideration: The 20-year annual debt service is estimated to be \$1,080,000 per year.

Recommendation: Pending satisfactory results on the date of sale, and the advice of financial advisor, staff will recommend approval of the Ordinance.

Attachments: Project Cost estimates; Ordinance; Pro Forma Sources & Uses Summary

Prepared by: Robert G. Powers, Finance Director

TRANSPORTATION		PROJECT	TYPE	AMT	START YR	2016-17
LIMIT	22,800,000					
	T.1	Metro Drive Extension - Ph1	T	6,103,557	2017	6,103,557
	T.2	Raider Way Roadway Improvements	T	7,864,195	2017	1,864,195
	T.3	N. Brushy Street Streetscape	T	1,000,000	2017	1,000,000
	T.4	East Street Roadway Project	T	2,630,617	2019	
	T.5	San Gabriel Parkway Extension	T	4,164,935	2019	
	T.6	W. South & S. West Street Intersection Imp.	T	704,940	2019	
		TOTAL-TRANSPORTATION		<u>22,468,244</u>		<u>8,967,752</u>
PARKS						
LIMIT	26,650,000					
	P.1	Lakewood Community Park	P	6,875,000	2017	565,000
	P.2	Parkland Acquisition	P	2,500,000	2017	2,250,000
	P.3	Bledsoe Park Synthetic Turf Fields	P	1,901,000	2019	1,901,000
	P.4	Veterans Park	P	1,465,000	2019	600,000
	P.5	Benbrook Ranch Park Baseball Field	P	400,000	2021	
	P.6	Brushy Creek Trail (Hero Way Spur)	P	432,000	2019	
	P.7	E. Crystal Falls Pwy Median Landscaping	P	610,000	2019	610,000
	P.8	Mason Creek Trail	P	567,000	2019	567,000
	P.9	S. San Gabriel River Trail	P	1,524,000	2023	
	P.10	S. San Gabriel River Park	P	10,000,000	2023	
		TOTAL-PARKS		<u>26,274,000</u>		<u>6,493,000</u>
REC CENTER						
LIMIT	18,000,000					
	RC.1	Recreation Center	R	18,000,000	2019	
		TOTAL-PARKS		<u>18,000,000</u>		<u>0</u>
SENIOR CENTER						
LIMIT	4,185,000					
	SC.1	Senior Center	S	4,185,000	2023	500,000
		TOTAL-PARKS		<u>4,185,000</u>		<u>500,000</u>
71,635,000	GRAND TOTAL - ALL BONDS			<u><u>70,927,244</u></u>		<u><u>15,960,752</u></u>

SOURCES AND USES OF FUNDS

**City of Leander, Texas
Series 2016**

Dated Date 11/22/2016
Delivery Date 11/22/2016

Sources:	Refunds Series 2010	GO New Money Portion	Combination Tax and Revenue Certificates of Obligation, Series 2016	Total
Bond Proceeds:				
Par Amount	4,055,000.00	15,435,000.00	17,105,000.00	36,595,000.00
Net Premium/OID	154,008.20	760,663.90	843,588.40	1,758,260.50
	<u>4,209,008.20</u>	<u>16,195,663.90</u>	<u>17,948,588.40</u>	<u>38,353,260.50</u>

Uses:	Refunds Series 2010	GO New Money Portion	Combination Tax and Revenue Certificates of Obligation, Series 2016	Total
Project Fund Deposits:				
Project Fund		15,965,000.00	17,700,000.00	33,665,000.00
Refunding Escrow Deposits:				
Bond Proceeds	4,149,134.55			4,149,134.55
Delivery Date Expenses:				
Cost of Issuance	33,242.25	126,533.68	140,224.07	300,000.00
Underwriter's Discount	26,357.50	100,327.50	111,182.50	237,867.50
	<u>59,599.75</u>	<u>226,861.18</u>	<u>251,406.57</u>	<u>537,867.50</u>
Other Uses of Funds:				
Additional Proceeds	273.90	3,802.72	-2,818.17	1,258.45
	<u>4,209,008.20</u>	<u>16,195,663.90</u>	<u>17,948,588.40</u>	<u>38,353,260.50</u>

BOND SUMMARY STATISTICS

**City of Leander, Texas
Series 2016**

Dated Date	11/22/2016
Delivery Date	11/22/2016
First Coupon	08/15/2017
Last Maturity	08/15/2037
Arbitrage Yield	2.823303%
True Interest Cost (TIC)	2.954752%
Net Interest Cost (NIC)	3.044075%
All-In TIC	3.040989%
Average Coupon	3.407046%
Average Life (years)	11.446
Weighted Average Maturity (years)	11.312
Duration of Issue (years)	9.315
Par Amount	36,595,000.00
Bond Proceeds	38,353,260.50
Total Interest	14,271,253.88
Net Interest	12,750,860.88
Bond Years from Dated Date	418,874,680.56
Bond Years from Delivery Date	418,874,680.56
Total Debt Service	50,866,253.88
Maximum Annual Debt Service	3,451,818.76
Average Annual Debt Service	2,453,685.03
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	104.154647

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	36,595,000.00	104.805	3.407%	11.446
	36,595,000.00			11.446

	TIC	All-In TIC	Arbitrage Yield
Par Value	36,595,000.00	36,595,000.00	36,595,000.00
+ Accrued Interest			
+ Premium (Discount)	1,758,260.50	1,758,260.50	1,758,260.50
- Underwriter's Discount	-237,867.50	-237,867.50	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	38,115,393.00	37,815,393.00	38,353,260.50
Target Date	11/22/2016	11/22/2016	11/22/2016
Yield	2.954752%	3.040989%	2.823303%

BOND DEBT SERVICE

**City of Leander, Texas
Series 2016**

Period Ending	Principal	Interest	Debt Service
09/30/2017		856,078.70	856,078.70
09/30/2018	2,280,000	1,171,818.76	3,451,818.76
09/30/2019	2,305,000	1,126,218.76	3,431,218.76
09/30/2020	2,320,000	1,080,118.76	3,400,118.76
09/30/2021	1,345,000	1,033,718.76	2,378,718.76
09/30/2022	1,370,000	1,006,818.76	2,376,818.76
09/30/2023	1,415,000	965,718.76	2,380,718.76
09/30/2024	1,460,000	923,268.76	2,383,268.76
09/30/2025	1,515,000	864,868.76	2,379,868.76
09/30/2026	1,580,000	804,268.76	2,384,268.76
09/30/2027	1,640,000	741,068.76	2,381,068.76
09/30/2028	1,705,000	675,468.76	2,380,468.76
09/30/2029	1,765,000	607,268.76	2,372,268.76
09/30/2030	1,835,000	536,668.76	2,371,668.76
09/30/2031	1,815,000	463,268.76	2,278,268.76
09/30/2032	1,885,000	390,668.76	2,275,668.76
09/30/2033	1,945,000	331,762.52	2,276,762.52
09/30/2034	2,005,000	270,981.26	2,275,981.26
09/30/2035	2,065,000	208,325.00	2,273,325.00
09/30/2036	2,140,000	141,212.50	2,281,212.50
09/30/2037	2,205,000	71,662.50	2,276,662.50
	36,595,000	14,271,253.88	50,866,253.88

SUMMARY OF REFUNDING RESULTS

**City of Leander, Texas
Series 2016**

Dated Date	11/22/2016
Delivery Date	11/22/2016
Arbitrage yield	2.823303%
Escrow yield	0.536768%
Value of Negative Arbitrage	67,268.85
Bond Par Amount	4,055,000.00
True Interest Cost	1.991986%
Net Interest Cost	2.082349%
All-In TIC	2.197601%
Average Coupon	2.848450%
Average Life	4.109
Par amount of refunded bonds	4,005,000.00
Average coupon of refunded bonds	4.000000%
Average life of refunded bonds	4.241
PV of prior debt to 11/22/2016 @ 3.040989%	4,194,817.08
Net PV Savings	177,466.43
Percentage savings of refunded bonds	4.431122%

SAVINGS

**City of Leander, Texas
Series 2016**

Date	Prior Debt Service	Refunding Debt Service	Savings
09/30/2017	160,200.00	69,220.14	90,979.86
09/30/2018	1,190,200.00	1,174,750.00	15,450.00
09/30/2019	1,159,000.00	1,153,150.00	5,850.00
09/30/2020	1,127,400.00	1,121,550.00	5,850.00
09/30/2021	110,400.00	100,150.00	10,250.00
09/30/2022	107,400.00	98,750.00	8,650.00
09/30/2023	109,400.00	101,650.00	7,750.00
09/30/2024	111,200.00	104,400.00	6,800.00
09/30/2025	107,800.00	101,200.00	6,600.00
09/30/2026	109,400.00	103,000.00	6,400.00
09/30/2027	110,800.00	104,600.00	6,200.00
09/30/2028	107,000.00	101,000.00	6,000.00
09/30/2029	108,200.00	97,400.00	10,800.00
09/30/2030	109,200.00	98,800.00	10,400.00
	4,727,600.00	4,529,620.14	197,979.86

Savings Summary

Savings PV date	11/22/2016
Savings PV rate	3.040989%
PV of savings from cash flow	177,192.53
Plus: Refunding funds on hand	273.90
Net PV Savings	177,466.43

SUMMARY OF BONDS REFUNDED

**City of Leander, Texas
Series 2016**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
General Obligation and Refunding Bonds, Series 2010, 2010:					
BOND	08/15/2018	4.000%	1,030,000.00	08/15/2017	100.000
	08/15/2019	4.000%	1,040,000.00	08/15/2017	100.000
	08/15/2020	4.000%	1,050,000.00	08/15/2017	100.000
	08/15/2021	4.000%	75,000.00	08/15/2017	100.000
	08/15/2022	4.000%	75,000.00	08/15/2017	100.000
	08/15/2023	4.000%	80,000.00	08/15/2017	100.000
	08/15/2024	4.000%	85,000.00	08/15/2017	100.000
	08/15/2025	4.000%	85,000.00	08/15/2017	100.000
	08/15/2026	4.000%	90,000.00	08/15/2017	100.000
	08/15/2027	4.000%	95,000.00	08/15/2017	100.000
	08/15/2028	4.000%	95,000.00	08/15/2017	100.000
	08/15/2029	4.000%	100,000.00	08/15/2017	100.000
	08/15/2030	4.000%	105,000.00	08/15/2017	100.000
			4,005,000.00		

BOND SUMMARY STATISTICS

**City of Leander, Texas
Refunds Series 2010**

Dated Date	11/22/2016
Delivery Date	11/22/2016
First Coupon	08/15/2017
Last Maturity	08/15/2030
Arbitrage Yield	2.823303%
True Interest Cost (TIC)	1.991986%
Net Interest Cost (NIC)	2.082349%
All-In TIC	2.197601%
Average Coupon	2.848450%
Average Life (years)	4.109
Weighted Average Maturity (years)	4.220
Duration of Issue (years)	3.930
Par Amount	4,055,000.00
Bond Proceeds	4,209,008.20
Total Interest	474,620.14
Net Interest	346,969.44
Bond Years from Dated Date	16,662,402.78
Bond Years from Delivery Date	16,662,402.78
Total Debt Service	4,529,620.14
Maximum Annual Debt Service	1,174,750.00
Average Annual Debt Service	329,893.44
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	103.147983

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	4,055,000.00	103.798	2.848%	4.109
	4,055,000.00			4.109

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,055,000.00	4,055,000.00	4,055,000.00
+ Accrued Interest			
+ Premium (Discount)	154,008.20	154,008.20	154,008.20
- Underwriter's Discount	-26,357.50	-26,357.50	
- Cost of Issuance Expense		-33,242.25	
- Other Amounts			
Target Value	4,182,650.70	4,149,408.45	4,209,008.20
Target Date	11/22/2016	11/22/2016	11/22/2016
Yield	1.991986%	2.197601%	2.823303%

Note: Preliminary

BOND PRICING

**City of Leander, Texas
Refunds Series 2010**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Bond Component:									
	08/15/2018	1,080,000	2.000%	1.130%	101.486				16,048.80
	08/15/2019	1,080,000	2.000%	1.260%	101.979				21,373.20
	08/15/2020	1,070,000	2.000%	1.390%	102.209				23,636.30
	08/15/2021	70,000	2.000%	1.500%	102.274				1,591.80
	08/15/2022	70,000	3.000%	1.630%	107.464				5,224.80
	08/15/2023	75,000	3.000%	1.770%	107.770				5,827.50
	08/15/2024	80,000	4.000%	1.930%	114.797				11,837.60
	08/15/2025	80,000	4.000%	2.070%	115.340				12,272.00
	08/15/2026	85,000	4.000%	2.180%	115.877				13,495.45
	08/15/2027	90,000	4.000%	2.410%	113.715	2.532%	08/15/2026	100.000	12,343.50
	08/15/2028	90,000	4.000%	2.570%	112.238	2.771%	08/15/2026	100.000	11,014.20
	08/15/2029	90,000	4.000%	2.700%	111.056	2.952%	08/15/2026	100.000	9,950.40
	08/15/2030	95,000	4.000%	2.830%	109.887	3.109%	08/15/2026	100.000	9,392.65
		4,055,000							154,008.20

Dated Date	11/22/2016	
Delivery Date	11/22/2016	
First Coupon	08/15/2017	
Par Amount	4,055,000.00	
Premium	154,008.20	
Production	4,209,008.20	103.797983%
Underwriter's Discount	-26,357.50	-0.650000%
Purchase Price	4,182,650.70	103.147983%
Accrued Interest		
Net Proceeds	4,182,650.70	

Note: Preliminary

NET DEBT SERVICE

**City of Leander, Texas
Refunds Series 2010**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
09/30/2017		69,220.14	69,220.14	69,220.14
09/30/2018	1,080,000	94,750.00	1,174,750.00	1,174,750.00
09/30/2019	1,080,000	73,150.00	1,153,150.00	1,153,150.00
09/30/2020	1,070,000	51,550.00	1,121,550.00	1,121,550.00
09/30/2021	70,000	30,150.00	100,150.00	100,150.00
09/30/2022	70,000	28,750.00	98,750.00	98,750.00
09/30/2023	75,000	26,650.00	101,650.00	101,650.00
09/30/2024	80,000	24,400.00	104,400.00	104,400.00
09/30/2025	80,000	21,200.00	101,200.00	101,200.00
09/30/2026	85,000	18,000.00	103,000.00	103,000.00
09/30/2027	90,000	14,600.00	104,600.00	104,600.00
09/30/2028	90,000	11,000.00	101,000.00	101,000.00
09/30/2029	90,000	7,400.00	97,400.00	97,400.00
09/30/2030	95,000	3,800.00	98,800.00	98,800.00
	4,055,000	474,620.14	4,529,620.14	4,529,620.14

Note: Preliminary

BOND SUMMARY STATISTICS

**City of Leander, Texas
GO New Money Portion**

Dated Date	11/22/2016
Delivery Date	11/22/2016
First Coupon	08/15/2017
Last Maturity	08/15/2037
Arbitrage Yield	2.823303%
True Interest Cost (TIC)	3.000328%
Net Interest Cost (NIC)	3.083931%
All-In TIC	3.080998%
Average Coupon	3.430054%
Average Life (years)	12.360
Weighted Average Maturity (years)	12.186
Duration of Issue (years)	9.946
Par Amount	15,435,000.00
Bond Proceeds	16,195,663.90
Total Interest	6,543,894.70
Net Interest	5,883,558.30
Bond Years from Dated Date	190,781,125.00
Bond Years from Delivery Date	190,781,125.00
Total Debt Service	21,978,894.70
Maximum Annual Debt Service	1,082,962.50
Average Annual Debt Service	1,060,217.35
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	104.278176

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	15,435,000.00	104.928	3.430%	12.360
	15,435,000.00			12.360

	TIC	All-In TIC	Arbitrage Yield
Par Value	15,435,000.00	15,435,000.00	15,435,000.00
+ Accrued Interest			
+ Premium (Discount)	760,663.90	760,663.90	760,663.90
- Underwriter's Discount	-100,327.50	-100,327.50	
- Cost of Issuance Expense		-126,533.68	
- Other Amounts			
Target Value	16,095,336.40	15,968,802.72	16,195,663.90
Target Date	11/22/2016	11/22/2016	11/22/2016
Yield	3.000328%	3.080998%	2.823303%

BOND PRICING

**City of Leander, Texas
GO New Money Portion**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Bond Component:									
	08/15/2018	570,000	2.000%	1.130%	101.486				8,470.20
	08/15/2019	580,000	2.000%	1.260%	101.979				11,478.20
	08/15/2020	595,000	2.000%	1.390%	102.209				13,143.55
	08/15/2021	605,000	2.000%	1.500%	102.274				13,757.70
	08/15/2022	615,000	3.000%	1.630%	107.464				45,903.60
	08/15/2023	635,000	3.000%	1.770%	107.770				49,339.50
	08/15/2024	655,000	4.000%	1.930%	114.797				96,920.35
	08/15/2025	680,000	4.000%	2.070%	115.340				104,312.00
	08/15/2026	710,000	4.000%	2.180%	115.877				112,726.70
	08/15/2027	735,000	4.000%	2.410%	113.715 C	2.532%	08/15/2026	100.000	100,805.25
	08/15/2028	765,000	4.000%	2.570%	112.238 C	2.771%	08/15/2026	100.000	93,620.70
	08/15/2029	795,000	4.000%	2.700%	111.056 C	2.952%	08/15/2026	100.000	87,895.20
	08/15/2030	825,000	4.000%	2.830%	109.887 C	3.109%	08/15/2026	100.000	81,567.75
	08/15/2031	860,000	4.000%	2.950%	108.821 C	3.242%	08/15/2026	100.000	75,860.60
	08/15/2032	895,000	3.125%	3.310%	97.742				-20,209.10
	08/15/2033	925,000	3.125%	3.310%	97.634				-21,885.50
	08/15/2034	950,000	3.125%	3.310%	97.530				-23,465.00
	08/15/2035	980,000	3.250%	3.410%	97.795				-21,609.00
	08/15/2036	1,015,000	3.250%	3.410%	97.712				-23,223.20
	08/15/2037	1,045,000	3.250%	3.410%	97.632				-24,745.60
		15,435,000							760,663.90

Dated Date	11/22/2016	
Delivery Date	11/22/2016	
First Coupon	08/15/2017	
Par Amount	15,435,000.00	
Premium	760,663.90	
Production	16,195,663.90	104.928176%
Underwriter's Discount	-100,327.50	-0.650000%
Purchase Price	16,095,336.40	104.278176%
Accrued Interest		
Net Proceeds	16,095,336.40	

NET DEBT SERVICE

**City of Leander, Texas
GO New Money Portion**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
09/30/2017		373,213.44	373,213.44	373,213.44
09/30/2018	570,000	510,862.50	1,080,862.50	1,080,862.50
09/30/2019	580,000	499,462.50	1,079,462.50	1,079,462.50
09/30/2020	595,000	487,862.50	1,082,862.50	1,082,862.50
09/30/2021	605,000	475,962.50	1,080,962.50	1,080,962.50
09/30/2022	615,000	463,862.50	1,078,862.50	1,078,862.50
09/30/2023	635,000	445,412.50	1,080,412.50	1,080,412.50
09/30/2024	655,000	426,362.50	1,081,362.50	1,081,362.50
09/30/2025	680,000	400,162.50	1,080,162.50	1,080,162.50
09/30/2026	710,000	372,962.50	1,082,962.50	1,082,962.50
09/30/2027	735,000	344,562.50	1,079,562.50	1,079,562.50
09/30/2028	765,000	315,162.50	1,080,162.50	1,080,162.50
09/30/2029	795,000	284,562.50	1,079,562.50	1,079,562.50
09/30/2030	825,000	252,762.50	1,077,762.50	1,077,762.50
09/30/2031	860,000	219,762.50	1,079,762.50	1,079,762.50
09/30/2032	895,000	185,362.50	1,080,362.50	1,080,362.50
09/30/2033	925,000	157,393.76	1,082,393.76	1,082,393.76
09/30/2034	950,000	128,487.50	1,078,487.50	1,078,487.50
09/30/2035	980,000	98,800.00	1,078,800.00	1,078,800.00
09/30/2036	1,015,000	66,950.00	1,081,950.00	1,081,950.00
09/30/2037	1,045,000	33,962.50	1,078,962.50	1,078,962.50
	15,435,000	6,543,894.70	21,978,894.70	21,978,894.70

BOND SUMMARY STATISTICS

**City of Leander, Texas
Combination Tax and Revenue Certificates of Obligation, Series 2016**

Dated Date	11/22/2016
Delivery Date	11/22/2016
First Coupon	08/15/2017
Last Maturity	08/15/2037
Arbitrage Yield	2.823303%
True Interest Cost (TIC)	3.000246%
Net Interest Cost (NIC)	3.083904%
All-In TIC	3.080910%
Average Coupon	3.430308%
Average Life (years)	12.361
Weighted Average Maturity (years)	12.186
Duration of Issue (years)	9.947
Par Amount	17,105,000.00
Bond Proceeds	17,948,588.40
Total Interest	7,252,739.04
Net Interest	6,520,333.14
Bond Years from Dated Date	211,431,152.78
Bond Years from Delivery Date	211,431,152.78
Total Debt Service	24,357,739.04
Maximum Annual Debt Service	1,199,306.26
Average Annual Debt Service	1,174,967.98
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	104.281823

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	17,105,000.00	104.932	3.430%	12.361
	17,105,000.00			12.361

	TIC	All-In TIC	Arbitrage Yield
Par Value	17,105,000.00	17,105,000.00	17,105,000.00
+ Accrued Interest			
+ Premium (Discount)	843,588.40	843,588.40	843,588.40
- Underwriter's Discount	-111,182.50	-111,182.50	
- Cost of Issuance Expense		-140,224.07	
- Other Amounts			
Target Value	17,837,405.90	17,697,181.83	17,948,588.40
Target Date	11/22/2016	11/22/2016	11/22/2016
Yield	3.000246%	3.080910%	2.823303%

BOND PRICING

**City of Leander, Texas
Combination Tax and Revenue Certificates of Obligation, Series 2016**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Bond Component:									
	08/15/2018	630,000	2.000%	1.130%	101.486				9,361.80
	08/15/2019	645,000	2.000%	1.260%	101.979				12,764.55
	08/15/2020	655,000	2.000%	1.390%	102.209				14,468.95
	08/15/2021	670,000	2.000%	1.500%	102.274				15,235.80
	08/15/2022	685,000	3.000%	1.630%	107.464				51,128.40
	08/15/2023	705,000	3.000%	1.770%	107.770				54,778.50
	08/15/2024	725,000	4.000%	1.930%	114.797				107,278.25
	08/15/2025	755,000	4.000%	2.070%	115.340				115,817.00
	08/15/2026	785,000	4.000%	2.180%	115.877				124,634.45
	08/15/2027	815,000	4.000%	2.410%	113.715 C	2.532%	08/15/2026	100.000	111,777.25
	08/15/2028	850,000	4.000%	2.570%	112.238 C	2.771%	08/15/2026	100.000	104,023.00
	08/15/2029	880,000	4.000%	2.700%	111.056 C	2.952%	08/15/2026	100.000	97,292.80
	08/15/2030	915,000	4.000%	2.830%	109.887 C	3.109%	08/15/2026	100.000	90,466.05
	08/15/2031	955,000	4.000%	2.950%	108.821 C	3.242%	08/15/2026	100.000	84,240.55
	08/15/2032	990,000	3.125%	3.310%	97.742				-22,354.20
	08/15/2033	1,020,000	3.125%	3.310%	97.634				-24,133.20
	08/15/2034	1,055,000	3.125%	3.310%	97.530				-26,058.50
	08/15/2035	1,085,000	3.250%	3.410%	97.795				-23,924.25
	08/15/2036	1,125,000	3.250%	3.410%	97.712				-25,740.00
	08/15/2037	1,160,000	3.250%	3.410%	97.632				-27,468.80
		17,105,000							843,588.40

Dated Date	11/22/2016	
Delivery Date	11/22/2016	
First Coupon	08/15/2017	
Par Amount	17,105,000.00	
Premium	843,588.40	
Production	17,948,588.40	104.931823%
Underwriter's Discount	-111,182.50	-0.650000%
Purchase Price	17,837,405.90	104.281823%
Accrued Interest		
Net Proceeds	17,837,405.90	

NET DEBT SERVICE

**City of Leander, Texas
Combination Tax and Revenue Certificates of Obligation, Series 2016**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
09/30/2017		413,645.12	413,645.12	413,645.12
09/30/2018	630,000	566,206.26	1,196,206.26	1,196,206.26
09/30/2019	645,000	553,606.26	1,198,606.26	1,198,606.26
09/30/2020	655,000	540,706.26	1,195,706.26	1,195,706.26
09/30/2021	670,000	527,606.26	1,197,606.26	1,197,606.26
09/30/2022	685,000	514,206.26	1,199,206.26	1,199,206.26
09/30/2023	705,000	493,656.26	1,198,656.26	1,198,656.26
09/30/2024	725,000	472,506.26	1,197,506.26	1,197,506.26
09/30/2025	755,000	443,506.26	1,198,506.26	1,198,506.26
09/30/2026	785,000	413,306.26	1,198,306.26	1,198,306.26
09/30/2027	815,000	381,906.26	1,196,906.26	1,196,906.26
09/30/2028	850,000	349,306.26	1,199,306.26	1,199,306.26
09/30/2029	880,000	315,306.26	1,195,306.26	1,195,306.26
09/30/2030	915,000	280,106.26	1,195,106.26	1,195,106.26
09/30/2031	955,000	243,506.26	1,198,506.26	1,198,506.26
09/30/2032	990,000	205,306.26	1,195,306.26	1,195,306.26
09/30/2033	1,020,000	174,368.76	1,194,368.76	1,194,368.76
09/30/2034	1,055,000	142,493.76	1,197,493.76	1,197,493.76
09/30/2035	1,085,000	109,525.00	1,194,525.00	1,194,525.00
09/30/2036	1,125,000	74,262.50	1,199,262.50	1,199,262.50
09/30/2037	1,160,000	37,700.00	1,197,700.00	1,197,700.00
	17,105,000	7,252,739.04	24,357,739.04	24,357,739.04

ORDINANCE NO. 16-084-00

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$ _____
"CITY OF LEANDER, TEXAS GENERAL OBLIGATION AND
REFUNDING BONDS, SERIES 2016"; AUTHORIZING THE
REFUNDING OF CERTAIN OUTSTANDING OBLIGATIONS; LEVYING
A CONTINUING DIRECT ANNUAL AD VALOREM TAX ON ALL
TAXABLE PROPERTY WITHIN THE CITY TO PAY THE INTEREST ON
SAID BONDS AND TO CREATE A SINKING FUND FOR THE
REDEMPTION THEREOF AND THE ASSESSMENT AND COLLECTION
OF SUCH TAXES; AUTHORIZING THE DELIVERY OF AN ESCROW
AGREEMENT; AUTHORIZING THE SALE THEREOF; AND ENACTING
PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID
BONDS**

WHEREAS, the City Council of the City of Leander, Texas (the "City Council") has determined that bonds should be issued in accordance with the laws of the State of Texas, including Chapter 1331, Texas Government Code, as amended, for:

1. An amount not to exceed \$22,800,000 for street improvements for Metro Drive Extension, Raider Way & East Woodview Drive, North Brushy Street (Streetscape Project), East Street Roadway Project, San Gabriel Parkway Extension, and W. South Street at South West Street intersection improvements;
2. An amount not to exceed \$26,650,000 for City Park Projects;
3. An amount not to exceed \$18,000,000 for a recreation center and acquisition of a site therefor; and
4. An amount not to exceed \$4,185,000 for a Senior Center and the acquisition of a site therefor;

WHEREAS, the notice of bond election to issue said bonds was published in the *Hill County News*, a newspaper of general circulation in City of Leander, Texas, on April 14, 2016 and April 21, 2016; and

WHEREAS, on the 7th day of May, 2016, such bond election was held, and on the 17th day of May, 2016, the results of the bond election were canvassed, and the results of the bond election were:

Proposition 1 An amount not to exceed \$22,800,000 for street improvements for Metro Drive Extension, Raider Way & East Woodview Drive, North Brushy Street (Streetscape Project), East Street Roadway Project, San Gabriel Parkway Extension, and W. South Street at South West Street intersection improvements:

880 For 425 Against

Proposition 2 An amount not to exceed \$26,650,000 for City Park Projects:

800 For 502 Against

Proposition 3 An amount not to exceed \$18,000,000 for a recreation center and acquisition of a site therefor:

689 For 609 Against

Proposition 4 An amount not to exceed \$4,185,000 for a Senior Center and the acquisition of a site therefor:

755 For 543 Against

WHEREAS, the new money portion of the Bonds hereinafter authorized were lawfully and favorably voted at the Election held on May 7, 2016; and

WHEREAS, the results of said election were canvassed on May 17, 2016; and

WHEREAS, the City has decided to issue at this time for the new money portion of the Bonds:

Proposition 1 \$_____ of the \$22,800,000 for street improvements for Metro Drive Extension, Raider Way & East Woodview Drive, North Brushy Street (Streetscape Project), East Street Roadway Project, San Gabriel Parkway Extension, and W. South Street at South West Street intersection improvements;

Proposition 2 \$_____ of the \$26,650,000 for City Park Projects;

Proposition 3 None of the \$18,000,000 for a recreation center and acquisition of a site therefor; and

Proposition 4 \$_____ of the \$4,185,000 for a Senior Center and the acquisition of a site therefor.

WHEREAS, this will be the first installment of bonds issued pursuant to the Election held on May 7, 2016; and

WHEREAS, the City passed a declaration of intent on June 2, 2016 for an amount not to exceed \$26,650,000 to provide for reimbursement to the General Fund and/or the Park Dedication Ordinance Fees Fund for expenditures that the City would make prior to the date of this ordinance, and pursuant to such declaration of intent, the City has expended \$10,000 related to the items set forth in the declaration, and the City

intends to reimburse its General Fund and/or Park Dedication Ordinance Fees Fund for \$_____ from the proceeds of the Bonds authorized by this ordinance; and

WHEREAS, the City Council hereby finds and determines that bonds in the total principal amount of \$_____ approved at said election should be issued and sold for cash, leaving a balance that remains authorized but unissued of \$_____;

WHEREAS, among the obligations of the City which are secured by the full faith and credit of the City and a pledge by the City to levy ad valorem taxes sufficient to pay principal of and interest on such obligations as they become due, there are specifically outstanding the following series of obligations: City of Leander, Texas General Obligation and Refunding Bonds, Series 2010 (the "Series 2010 Bonds"); and

WHEREAS, the City desires to defease and/or refund in advance of their maturities:

\$_____ representing a portion of the callable maturities of its outstanding Series 2010 Bonds maturing August 15, 2018 through August 15, 2030, inclusive (the "Refunded Bonds"); and

WHEREAS, Chapter 1207, Texas Government Code, as amended (the "Act"), authorizes the City to issue refunding bonds payable from taxes, without an election, for the purpose of refunding the Refunded Bonds in advance of their maturities and to accomplish such refunding by depositing an amount sufficient to provide for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the City desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other funds, to pay the Refunded Bonds; and

WHEREAS, the City desires to restructure the City's debt service obligations and in so doing will result in a net present value savings of approximately \$_____; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinance authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, on the 3rd day of November, 2016, after notice and public hearing as required by the City Charter, the City Council of the City convened at 7:00 p.m. and considered an Ordinance authorizing the issuance of said bonds (the "Ordinance") for the purposes of (1) street improvements for Metro Drive Extension, Raider Way & East

Woodview Drive, North Brushy Street (Streetscape Project), East Street Roadway Project, San Gabriel Parkway Extension, and W. South Street at South West Street intersection improvements; (2) City Park Projects; (3) a Senior Center and the acquisition of a site therefor; (4) refunding a portion of the City's outstanding general obligation debt; and (5) the payment of costs of issuance for the Bonds; and

WHEREAS, the City Council determined that at this time the Bonds should be delivered and sold for cash.

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

SECTION 1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct.

It is hereby found and determined that the transactions contemplated in this Ordinance result in debt service savings and a restructuring of its debt service and that such benefit of restructuring its outstanding debt service requirements is sufficient consideration for the refunding of the Refunded Bonds. The refunding will result in a gross savings of \$_____ and a net present value savings of \$_____.

SECTION 2. Definitions.

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

"Bond" or "Bonds" means the Bonds authorized to be issued by Section 3 of this Ordinance and designated as "City of Leander, Texas General Obligation and Refunding Bonds, Series 2016".

"City" means the City of Leander, Texas.

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

"Construction Fund" means the construction fund established by Section 28 of this Ordinance.

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

"Dated Date" means the dated date of the Bonds, November 1, 2016.

"Defeasance Securities" shall mean (i) direct, noncallable obligations of the

United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable law of the State of Texas that may be used to defease obligations such as the Bonds.

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

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

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

"Escrow Agent" means BOKF, NA, Austin, Texas.

"Escrow Agreement" means the deposit agreement between the City and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds.

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

"Initial Bond" means the initial bond described in Sections 3 and 20 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 22 of this Ordinance.

"Interest Payment Date" when used in connection with any Bond means the date or dates upon which interest on each Bond is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing August 15, 2017.

"Issuer" means the City of Leander, Texas.

"Owner," "Holder" or "Registered Owner" means the person who is the registered owner of a Bond or Bonds as shown in the Register.

"Paying Agent/Registrar" shall mean Registrar.

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

"Register" means the register specified in Section 12 of this Ordinance.

"Registrar" means initially BOKF, NA, Austin, Texas.

"Representation Letter" means the Letter of Representations with respect to the Bonds between the City and DTC.

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

"Underwriters" mean Piper Jaffray & Co., RBC Capital Markets, LLC and William Blair & Company LLC.

SECTION 3. Authorization, Maturities, Interest Rates and Interest Payment Dates. The Bonds shall be issued as fully registered obligations, without coupons, paying accrued interest to the Holders or Owners on and at stated intervals prior to Stated Maturity, in the aggregate principal amount of \$_____ for the purposes of (1) street improvements for Metro Drive Extension,, Raider Way & East Woodview Drive, North Brushy Street (Streetscape Project), East Street Roadway Project, San Gabriel Parkway Extension, and W. South Street at South West Street Intersection Improvements; (2) City Park Projects; (3) a Senior Center and the acquisition of a site therefor; (4) refunding a portion of the City's outstanding general obligation debt; and (5) the payment of costs of issuance for the Bonds.

The Bonds (other than the Initial Bond which shall be numbered T-1) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward, and principal shall become due and payable on August 15 in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>	<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2018			2028		

2019	2029
2020	2030
2021	2031
2022	2032
2023	2033
2024	2034
2025	2035
2026	2036
2027	2037

The Bonds shall bear interest on the unpaid principal amounts from the Date of Delivery, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing August 15, 2017.

SECTION 4. Designation and Date. The Bonds shall be designated as "City of Leander, Texas General Obligation and Refunding Bonds, Series 2016" and shall be dated November 1, 2016.

SECTION 5. Execution of Bonds; Seal. The Bonds shall be signed by the Mayor and the Interim City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds. If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

SECTION 6. Approval by Attorney General; Registration by Comptroller. The Initial Bond shall be delivered to the Attorney General of Texas for approval and shall be registered by the Comptroller. The manually executed registration certificate of the Comptroller substantially in the form provided in Section 20 of this Ordinance shall be attached or affixed to the Initial Bond.

SECTION 7. Authentication. Except for the Initial Bond, which needs not be authenticated by the Registrar, only such Bonds which bear thereon a certificate of authentication, substantially in the form provided in Section 20 of this Ordinance, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bonds so authenticated were delivered by the Registrar hereunder.

SECTION 8. Payment of Principal and Interest. The Registrar is hereby appointed as the Paying Agent and Registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the Designated Payment/Transfer Office of the Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or by such other method acceptable to the Registrar, requested by, and at the risk and expense of, the Owner.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

SECTION 9. Successor Registrars. The City covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to serve as and perform the duties and services of the Registrar and Paying Agent for the Bonds. The City reserves the right to change the Registrar on not less than 60 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or Interest Payment Date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

SECTION 10. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the date prior to the mailing of such notice.

SECTION 11. Ownership; Unclaimed Principal and Interest. The City, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Registrar shall be bound by

any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section 11 shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Bond to the extent of the sums paid.

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

SECTION 12. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep a Register (the "Register") at its Designated Payment/Transfer Office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall, to the extent possible and under reasonable circumstances, authenticate and deliver in exchange therefor, within 72 hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the Designated Payment/Transfer Office of the Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 12. Each Bond delivered in accordance with this Section 12 shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

SECTION 13. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and

deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Registrar.

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

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section 13 shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

SECTION 14. Cancellation of Bonds. All Bonds paid in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are

authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Bonds.

SECTION 15. Book-Entry-Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 16 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

SECTION 16. Successor Securities Depository; Transfer Outside Book-Entry-

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

SECTION 17. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 18. Effect of Pledge. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes thereof granted by the City under Section 22 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 22 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 19. Redemption. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Section 19.

(a) *Optional Redemption.* The City reserves the right, at its option, to redeem Bonds having stated maturities on or after August 15, 20__ prior to maturity, in whole or in part, on August 15, 20__, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

The Bonds may be redeemed only in integral multiples of \$5,000. If a Bond

subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 12 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

(b) *Mandatory Redemption.* The Bonds maturing in the year 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

\$ _____	Term Bonds Due August 15, 20__
August 15, 20__	\$ _____
August 15, 20__	\$ _____ (Maturity)

At least forty-five days prior to each mandatory redemption date specified above that the Term Bonds are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Bonds not selected for prior redemption shall be paid on the date of their stated maturity.

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Bonds of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund.

(c) *Partial Redemption.* If less than all of the Bonds are to be redeemed and if less than all of a maturity is to be redeemed, the Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

(d) *Notice of Redemption to Owners.* Notice of any redemption identifying the Bonds to be redeemed shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by United States mail, first class, postage prepaid, to the Owner of each Bond to be redeemed in whole or in part at the address of the registered Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing such notice. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be

surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of that maturity to be redeemed. Any notice given as provided in this Section 19 shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

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

SECTION 20. Forms.

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

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

each year, commencing August 15, 2017. Principal of this Bond is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Bond whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in an aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purposes of (1) street improvements for Metro Drive Extension, Raider Way & East Woodview Drive, North Brushy Street (Streetscape Project), East Street Roadway Project, San Gabriel Parkway Extension, and W. South Street at South West Street intersection improvements; (2) City Park Projects; (3) a Senior Center and the acquisition of a site therefor; (4) refunding a portion of the City's outstanding general obligation debt; and (5) the payment of costs of issuance for the Bonds.

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

The Bonds maturing in the year _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

\$ _____ Term Bonds Due August 15, 20 _____	
August 15, 20___	\$ _____
August 15, 20___	\$ _____ (Maturity)

At least forty-five days prior to each mandatory redemption date specified above that the Term Bonds are to be mandatorily redeemed, the Paying Agent/Registrar shall

select by lot the numbers of the Term Bonds within the applicable maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Bonds not selected for prior redemption shall be paid on the date of their stated maturity.

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Bonds of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

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

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limits prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and pledged for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at

or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

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

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

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

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual

or facsimile signature of the Interim City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

Mayor
City of Leander, Texas

Interim City Secretary
City of Leander, Texas

[SEAL]

(f) Form of Comptroller's Registration Certificate.

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

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

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

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

[SEAL]

Comptroller of Public Accounts
of the State of Texas

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

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

BOKF, NA
Austin, Texas
As Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(h) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____/_____
(Please print or typewrite name and address, including zip code, of Transferee) (Please insert Social Security or Taxpayer Identification Number)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

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

(i) *The Initial Bond shall be in the respective form set forth therefor in paragraph (e) of this Section, except as follows:*

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

REGISTERED
No. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LEANDER, TEXAS
GENERAL OBLIGATION AND REFUNDING BOND
SERIES 2016

Dated Date:

CUSIP No.:

November 1, 2016

Date of Delivery: November 22, 2016

Registered Owner:

00944474;2

Principal Amount:

DOLLARS

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

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
----------------------------	-----------------------------	-----------------------------

(Information to be inserted from
schedule in Section 3 hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2017. Principal installments of this Bond are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its Designated Payment/Transfer Office in Austin, Texas. Interest is payable to the Registered Owner of this Bond whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 21. CUSIP Registration and Legal Opinion.

(a) *CUSIP Numbers.* The City may secure identification numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association ("CUSIP numbers"), and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

(b) *Legal Opinion.* The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Bond or may be attached to each Bond.

SECTION 22. Interest and Sinking Fund; Tax Levy. There is hereby established a separate fund of the City to be known as the "City of Leander, Texas General Obligation and Refunding Bonds, Series 2016 Interest and Sinking Fund" (the "Interest and Sinking Fund"), which shall be kept separate and apart from all other funds of the City. The proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Ordinance shall be deposited, as collected, in the Interest and Sinking Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City, sufficient to pay the current interest on the Bonds as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Bonds or the amount required to pay each installment of principal of the Bonds as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

SECTION 23. Control and Delivery of the Bonds. After the Bonds to be initially issued shall have been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Bonds to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Bonds to be initially issued, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

SECTION 24. Sale; Purchase Agreement. The Bonds are hereby sold and shall be delivered to the Underwriters at a price of \$_____ (representing the principal amount of the Bonds, plus a net original issue premium of \$_____ and less an Underwriters' discount of \$_____), in accordance with the terms of a Bond Purchase Agreement of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous and reasonably obtainable by the City. The Mayor is authorized to execute the Bond Purchase Agreement. In addition, other appropriate officials of the City are hereby authorized and directed to execute such Bond Purchase Agreement on behalf of the City. The Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the

conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bond shall be registered in the name of Cede & Co.

SECTION 25. Covenants Regarding Tax Exemption of Interest on the Bonds. The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

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

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

(f) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with--

(1) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

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

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

(g) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

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

(i) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal of and interest on the Bonds.

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

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional

requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager and the Director of Finance of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

In addition, the City covenants that the property being financed with the proceeds of the Refunded Bonds and the property financed in accordance with the authorization of the voters of the City, as described in the recitals to this Ordinance, will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 26. Use of Proceeds.

On the Date of Delivery, the City shall cause the proceeds from the sale of the Bonds to be deposited as follows:

- (1) \$_____ to the Construction Fund;
- (2) \$_____ from premium to pay the costs of issuance, consisting of:
 - \$_____ of general costs of issuance; and
 - \$_____ of Underwriters' Discount;
- (3) \$_____ Rounding amount to the Interest and Sinking Fund; and
- (4) The balance of the proceeds from the sale of the Bonds shall be applied to establish an escrow fund to refund the Refunded Bonds, as more fully provided below, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds. Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Interest and Sinking Fund.

SECTION 27. Security of Funds. All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall only be used for the purposes permitted by this Ordinance.

SECTION 28. Construction Fund.

(a) Moneys on deposit in the Construction Fund shall be used for the purposes as specified in Section 3 hereof and paying the costs and expenses incurred in connection with the delivery of the Bonds.

(b) Moneys on deposit in the Construction Fund, at the option of the City, may be invested in any securities or obligations permitted under applicable law. Income derived from the investment of the money on deposit in the Construction Fund shall be retained therein, subject to this Section 28 hereof.

SECTION 29. Excess Bond Proceeds. Upon completion of the improvements financed with the Bonds, any amount (exclusive of that amount retained for the payment of costs of such improvements not then due and payable) that remains in the Construction Fund shall be transferred to the Interest and Sinking Fund.

SECTION 30. Investments.

(a) Money in the Funds established by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

SECTION 31. Investment Income.

Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

SECTION 32. Escrow Agreement Approval and Execution. The discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the City and the Escrow Agent, which shall be substantially in the form attached hereto as Exhibit A, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the City by the Financial Advisor, and which shall be certified as to mathematical accuracy by Grant Thornton LLP, Certified Public Accountants, whose Verification

Report (the "Report") shall be attached to the Escrow Agreement, (b) to maximize the benefit of City's restructuring of its debt service obligations and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds, and (d) to carry out the other intents and purposes of this Ordinance, and the Mayor is hereby authorized to execute and deliver such Escrow Agreement on behalf of the City in multiple counterparts and the Interim City Secretary is hereby authorized to attest thereto and affix the seal of the City.

SECTION 33. Redemption/Defeasance of Refunded Bonds.

(a) *Call.* The City hereby irrevocably calls the following obligations of the City for redemption prior to maturity or defeasance to maturity on the dates set forth below, at a price of par plus accrued interest to the dates fixed for redemption, and authorizes and directs notice of such redemption to be given in accordance with the ordinance authorizing the issuance of such obligations:

<u>Obligations to be Redeemed</u>	<u>Redemption Date</u>
General Obligation and Refunding Bonds, Series 2010 Maturities 2018 through 2030	August 15, 2017 @ Par plus accrued interest to the date of redemption

The City hereby authorizes and instructs the Mayor, City Manager, Director of Finance and the paying agent for the Refunded Bonds to take such steps as are necessary to accomplish the redemption and the defeasance of the Refunded Bonds in accordance with the provisions hereof.

(b) *Notice of Defeasance/Redemption.* The City hereby ratifies its authorization to give notice of defeasance/redemption of the Refunded Bonds in the manner and within the time required by the ordinance authorizing the issuances thereof. The notice will be substantially in the form set out in Exhibit B.

SECTION 34. Refunding of Refunded Bonds. It is hereby found and determined that the refunding of the Refunded Bonds is advisable and necessary in order to restructure the principal and interest requirements of the City.

SECTION 35. Refunding.

(a) *Purchase of United States Treasury Obligations.* To assure the purchase of the Federal Securities referred to in the Escrow Agreement, the City Manager, the Director of Finance and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase non-callable obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements,

commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

(b) *Related Matters.* To satisfy in a timely manner all of the City's obligations under this Ordinance, the Bond Purchase Agreement and the Escrow Agreement, the Mayor, the Interim City Secretary, the City Manager, the Director of Finance, and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the City's obligations under the Escrow Agreement, the Bond Purchase Agreement and this Ordinance and to direct the application of funds of the City consistent with the provisions of such Escrow Agreement and this Ordinance.

(c) *Transfer from Interest and Sinking Fund.* On the date of delivery of and payment for the Bonds there shall be transferred from the interest and sinking fund for the Refunded Bonds to the Escrow Agent, an amount sufficient, if any, when added to the proceeds of the Bonds, to provide for the refunding of the Refunded Bonds, all as set out in the Report.

SECTION 36. Continuing Disclosure Undertaking.

(a) *Definitions.* As used in this Section, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

(b) *Annual Reports.* The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA. The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 38 of this Ordinance under Tables 1 through 6 and 8 through 14 of the Official Statement (the "Annual Financial Information"). The City shall additionally provide financial statements of the City (the "Financial Statements") that will be (1) prepared in accordance with the accounting principles described in Appendix B thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law

or regulation and shall be in substantially the form included in Appendix B thereto and (2) audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2016. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

(c) *Event Notices.* The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax-exempt status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

(d) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe and perform the covenants specified in this Section with respect to the City and the Bonds while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice required by subsection (c) of this Section of any bond calls and defeasances that cause the City to no longer be such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and Beneficial Owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future

date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

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

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

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 37. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

SECTION 38. Official Statement. The City Council ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement with the Underwriters and other relevant matters. The use of such Official Statement in the reoffering of the Bonds by the Underwriters is hereby approved and authorized. The

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proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed in the Bond Purchase Agreement, dated as of the date of payment for and delivery of the Bonds.

SECTION 39. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

SECTION 40. Further Procedures. The Mayor and Interim City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds, the Escrow Agreement and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, City Manager, Director of Finance, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Bonds by the Attorney General's office. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 41. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

FINALLY PASSED, APPROVED AND EFFECTIVE this 3rd day of November,
2016.

Mayor
City of Leander, Texas

ATTEST:

Interim City Secretary
City of Leander, Texas

[SEAL]

Exhibit A

ESCROW AGREEMENT

See complete copy at Tab 10.

Exhibit B

NOTICE OF DEFEASANCE/REDEMPTION



Executive Summary

November 3, 2016

Council Agenda Subject: Consideration of Amendment 4 to Task Order HDR-2 with HDR Engineering, Inc., for professional services for Improvements of Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard in an Amount Not to Exceed \$48,260.00

Background: Amendment 4 to Task Order HDR-2, attached herein, is for Construction Phase Professional Services including the following items of work:

- a. Periodic job site visits
- b. Attendance at weekly construction progress meetings
- c. Responses to Contractor Requests for Information (RFI), submittals, modification requests, shop drawings, quality control reports, change orders, and other submittals as required by the Construction Documents (CD)
- d. Conduct Substantial Completion and Final Completion Walk-through

With this proposed Amendment 4, the total authorized compensation increases by \$48,260.00 from \$1,676,177.00 to \$1,724,437.00. This Amendment is a time and materials contract and, in effect, extends the upset limit for the construction phase services of Amendment 3 (please see *Task Order History* below) from \$155,459.00 to \$203,719.00.

Task Order History: Task Order HDR-2 was approved by the City Council on May 16, 2013, in the amount of \$1,184,748.90 for professional services for roadway improvements for Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard. The approved compensation consisted of a lump sum amount of \$776,348.90 for design, advertising, and bidding services along with compensation for Additional Services at the option of the City for NEPA compliance activities not to exceed \$240,000.00; subsurface utilities location activities not to exceed \$50,000.00; R.O.W. acquisition related activities not to exceed \$88,400.00; and Phase One Environmental Assessment(s) for R.O.W. acquisition(s) not to exceed \$30,000.00 on a time and materials basis.

Amendment 1 to Task Order HDR-2 was approved by the City Council on November 20, 2014, which approved certain scope items of additional services. Scope of work included in this revision were: NEPA compliance activities not required for a revised lump sum amount \$0.00; subsurface utilities location activities for a revised lump sum amount of \$24,000.00; R.O.W. (and easement) acquisition related activities for a revised lump sum

amount of \$204,020.00; and Phase One Environmental Assessment(s) for R.O.W. (and easement) acquisitions for a revised lump sum amount of \$26,135.00. New scope of work items were: PEC (Distribution) Underground Relocation Coordination and Design for a lump sum amount of \$124,024.00; Design and Detail Additional Water Quality Facility at new Outfall Location for a lump sum amount of \$45,400.00; and Waterline Relocation Design and Details at PEC Transmission Poles for a lump sum amount of \$17,220.00. With Amendment 1, the authorized compensation increased by \$33,399.00 from \$1,184,748.90 to \$1,218,148.00.

Amendment 2 was approved by the City Council on June 4, 2015 as the design effort had proceeded and landowner coordination for the acquisition of the proposed right of way had occurred, landowners requested changes to the proposed design due to the impacts to their properties for their current use and for future development or have requested improvements to their property in lieu of right of way acquisition costs. In addition, as the subsurface utility location scope had been completed additional utility impacts have been discovered based on these findings. Due to these many changes in the scope of the work, updating of the scope of work and associated compensation was required. Scope of work revisions are: R.O.W. (and easement) acquisition related activities for a lump sum amount of \$44,500.00; additional drainage, water quality and roadway design for a lump sum amount of \$133,320.00; water and waste waterline relocation design for a lump sum amount of \$124,750.00. With Amendment 2, the authorized compensation increased by \$302,570.00 from \$1,218,148.00 to \$1,520,718.00.

Amendment 3 was approved by the City Council on November 3, 2015, engineering services during the project's construction phase, which were not provided for in the previous contract and amendments. Those construction phase services consisted of pre-construction conference, periodic job site visits, attendance at bi-weekly construction progress meetings, responses to Contractor requests for information (RFI's), submittal review, change requests, shop drawings, quality control reports, change orders, and other submittals as required by the construction contract documents, conduct Substantial Completion and Final Completion walk-through and documentation. With Amendment 3, the authorized compensation increased by \$155,459.00 from \$1,520,718.00 to \$1,676,177.00. – *End of Task Order History*

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: \$48,260.00 from Reserve Funds for an increase in total contract amount to \$1,724,437.00

Recommendation: Staff requests authorization of the City Manager to negotiate and execute Amendment 4 to Task Order HDR-2.

Attachments: Amendment 4 to Task Order HDR-2 and supporting documentation

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

AMENDMENT-4 TO TASK ORDER HDR-1

OLD FM 2243 - DESIGN SERVICES (US 183 TO LAKELINE BLVD.)

ADDITIONAL SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL OVERVIEW OF ADDITIONAL SERVICES

The scope of services for this project shall be expanded to include additional services which will include:

1. Construction Phase Services
 - a. Periodic job site visits
 - b. Attendance at bi-weekly construction progress meetings
 - c. Responses to Contractor Requests for Information (RFI), submittals, modification requests, shop drawings, quality control reports, change orders, and other submittals as required by the Construction Documents (CD).

Add the following scope of work to Task Order HDR-1:

1) CONSTRUCTION PHASE SERVICES

The Engineer will be available as directed by the City Project Manager for the administration of the Project Construction as follows:

1. The Engineer will make up to Twenty five (25) periodic visits to the job site. The Engineer will issue a brief Site Visit memorandum to document the Engineer's site observations and findings. The Engineer anticipates each site visit will last about one (1) hours.
2. The Engineer will attend weekly construction progress meetings at the project site for the duration of the 20 month construction schedule. It is anticipated that the Engineer will attend Twenty five (25) progress meetings. The attendance of the construction progress meetings will be concurrent with the site visits of Task 2 above. The Engineer anticipates each construction meeting will last about two (2) hours, either prior to or after the meeting the Engineer will proceed with Site Visit. The City Project Manager and/or City Project Inspector will prepare meeting agenda and coordinate and conduct construction progress meetings.
3. The Engineer will review and address Contractor Requests for Information (RFI), submittals, modification requests, shop drawings, quality control reports, change orders, and other submittals as required by the Construction Documents (CD). The Engineer will interpret the intent of the designs and specifications prepared by the Engineer. The Engineer will make revisions to construction drawings due to field condition changes and will provide the City with corrected drawings for City distribution to Contractor. The Engineer will assist City in preparation of documentation for contract modifications required to implement

changes in the design of the Project; will receive and evaluate notices of construction contractor claims and make recommendations to the City on the merit and value of the claim on the basis of the information submitted by Contractor on behalf of the City if appropriate. The Engineer will be available upon request and at the direction of the City up to the anticipated hours. The Engineer will notify the City upon expenditure of 90% of the anticipated hours. Hours required or requested by the City above the budgeted amount will be conducted under a separate agreement.

Work for Construction Phase Services will be paid for on an hourly basis based on the following schedule of rates. Direct expenses will be paid for as outlined under the Exhibit A – Work breakdown contained herein.

Project Manager	\$250.00/hr
Sr. Const Specialist	\$185.00/hr
Sr. Engineer	\$195.00/hr
Design Engineer	\$155.00/hr
EIT	\$125.00/hr
Utility Design Coordinator	\$145.00/hr
CAD Tech	\$125.00/hr
Admin/Clerical	\$ 85.00/hr

Amendment-4 to Task Order HDR-1 executed to be effective as of the ____ day of _____, 2016.

City of Leander:

HDR Engineering, Inc.:

By: _____

By:  _____

Kent Cagle, City Manager

Name: Mark Borenstein, PE

Title: Vice President



Executive Summary

10-21-16

Agenda Subject: Old Town Business Grant to “Ponyfoot Public House,” a brewpub to be located at 216 N. Gabriel Street, Leander, Texas.

Background: In January the Council created the Old Town business grant program and reserved \$250,000 to fund it. The fund exists to help support business locating or expanding within the Old Town sub-area of the TOD. The grants can be made for up to \$100,000, used for infrastructure and/or to assist in financing through banks financing those businesses. Analysis of a company’s business plan and investment is used to define the value of the new business to the city over its first five years of operation, and that total is used to define the limit of the grant up to \$100,000.

Origination: This opportunity arises from the “Ponyfoot Public House” owners becoming aware of the grant program and working with their bankers (Prosperity Bank) to apply. The company originally requested a grant of \$100,000.

Financial Consideration: \$75,000 (Old Town Incentive Fund - GL 06-01-6010)

Recommendation: Staff recommends approval of a grant of \$75,000 as justified by the analysis of the business plan and investment in the property expected to result in additional sales and property tax to the City of Leander over five years.

Attachments: Included with this Summary.

Prepared by: Mark S. Willis, Economic Development Director

SYNOPSIS OF COMPANY VALUE TO THE CITY

Property tax incremental gains include expected through property value realized from direct investment in rehabilitation of, additions to and improvements to the property, as well as an expected increase in appraisal values as historically observed in Williamson County.

Sales tax revenue is based on business plan projections and some conservative adjustments made by City staff reflecting historic sales growth in comparable businesses.

Secondary or indirect benefits are based on multiplier effects defined by U.S. Chamber of Commerce case studies and economic research.

All revenues are discounted over the five year period at a 4% rate.