AGENDA
SPECIAL CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ July 11, 2013 at 6:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh (Mayor Pro Tem)**
Place 3 – Simon Garcia **Place 6 – David Siebold**
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance

2. Roll Call

3. Staff Comments: Steve Bosak – Libertyfest recognition

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.

CONSENT AGENDA: ACTION

5. Approval of the minutes: Regular Meeting: June 20, 2013

6. Second Reading of an Ordinance on Zoning Case #13-TOD -001: amending Ordinance 05-026-00, Smart Code for two parcels generally located 300 feet north of the intersection of CR273/Mel Mathis and RM 2243, Leander, Williamson County, Texas

7. Second Reading of an Ordinance on Zoning Case #13-Z-014: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 10820 and 10824 E. Crystal Falls Parkway, Leander, Williamson County, Texas

8. Second Reading of an Ordinance on Zoning Case #13-Z-017: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 503 Horseshoe Drive, Leander, Williamson County, Texas

REGULAR AGENDA

9. Consider award of Construction Contract for the City of Leander Hybrid Pedestrian Beacon Project

10. Consider: a Public Property Finance Contract with JP Chase Morgan Bank, NA financing the purchase of One 2013 Pierce Dash CF 1250 Pumper; a Resolution authorizing the Contract, authorizing signers, and providing for matters related to the Contract; and authorizing the purchase of One 2013 Pierce Dash CF 1250 Pumper and authorizing the City Manager to execute documents related to the purchase.

11. Council Members Closing Statements

12. 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/ 528-2743 for information**. Hearing impaired or speech disabled persons equipped with telecommunications 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 5th day of July, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ June 20, 2013 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh (Mayor Pro Tem)**
Place 3 – Simon Garcia **Place 6 – David Siebold**
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:00 p.m. and welcomed those in attendance
   Council Member Lynch delivered the invocation

2. Roll Call
   All present

3. Staff Comments
   No staff comments

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
   No citizen comments

5. Proclamation designating July 2013 as "Heroes Night Out" month in the City of Leander.
   Sponsored by Council Member Cantwell
   Council Member Cantwell read the Proclamation and presented it to Wes and Judy Pierce, founders of Heroes Night Out. Mitch Fuller, Board Member spoke and introduced Mr. and Mrs. Pierce

6. Presentation by the Williamson County Regional Animal Shelter
   This item was cancelled

7. Presentation from Austin Peters regarding Compensation Analysis
   Becky Crowder and Beth Tatarko with Austin Peters Group presented the analysis to the Council

CONSENT AGENDA: ACTION

8. Approval of the minutes: Regular Meeting: June 6, 2013

9. Second Reading of an Ordinance on Zoning Case #13-Z-005: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 208 S. Brushy St., Leander, Williamson County, Texas

10. Second Reading of an Ordinance on Zoning Case #13-Z-008: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 350 Bagdad Road North, Leander, Williamson County, Texas

11. Second Reading of an Ordinance on Zoning Case #13-Z-011: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 205 Brushy Street Leander, Williamson County, Texas

12. Consider a Resolution approving and adopting rate schedule "RRM – Rate Review Mechanism" for Atmos Energy Corporation

Motion made by Council Member Siebold to approve. Second by Council Member Garcia Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

13. **a. Public Hearing** on Zoning Case #13-TOD-001: Consider a zoning change for 21.80 acres, more or less, for two parcels generally located 300 feet north of the intersection of CR273/Mel Mathis and RM 2243 from PUD/TOD, Planned Unit Development/Transit Oriented Development to an amended PUD/TOD, Leander, Williamson County, Texas
Applicant: Jeff Musgrove on behalf of TVI, LTD.
Jim Bechtol, Director of Development Services explained

No speakers

b. Action on Zoning Case # 13-TOD-001: amending Ordinance 05-026-00, Smart Code for two parcels generally located 300 feet north of the intersection of CR273/Mel Mathis and RM 2243, Leander, Williamson County, Texas

Motion made by Council Member Cantwell to approve. Second by Council Member Siebold Motion passes, all voting "aye"

14. **a. Public Hearing** on Zoning Case #13-Z-016: Consider an amendment to the Comprehensive Plan and the rezoning of 11.49 acres, more or less, located on the northwest and northeast corners of RM 2243 and CR273/Mel Mathis from PUD/TOD, Planned Unit Development/Transit Oriented Development to GC-3-C, General Commercial, Leander, Williamson County, Texas
Applicant: Doyle Leslie, Sawtooth Enterprises, LTD

Mayor Fielder announced that this item has been postponed by the applicant

b. Action on Zoning Case #13-Z-008: amending the Comprehensive Plan and Ordinance #05-018, the Composite Zoning Ordinance for two parcels located on the northwest and northeast corners of RM 2243 and CR273/Mel Mathis, Leander, Williamson County, Texas
This item has been postponed at the request of the applicant

15. **a. Public Hearing** on Zoning Case #13-Z-014: Consider a zoning change for 15.41 acres, more or less, for three parcels located at 10820 and 10824 E. Crystal Falls Parkway from LC-1-B, Local Commercial, MF-2-B, Multi-Family and SFC-2-B, Single Family Compact to LC-1-C, Local Commercial and SFC-2-B, Single Family Compact, Leander, Williamson County, Texas
Applicant: John Avery Jr. on behalf of CWHS 272 LTD and CS Leander I, LTD
Jim Bechtol, Director of Development Services explained

No speakers

b. Action on Zoning Case #13-Z-014: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 10820 and 10824 E. Crystal Falls Parkway, Leander, Williamson County, Texas

Motion made by Council Member Navarrette to approve with the recommendation from P & Z for LC-1-B . Second by Council Member Siebold. Motion passes, all voting "aye"

16. **a. Public Hearing** on Zoning Case #13-Z-015: Consider a zoning change for .41.40 acres, more or less, for a parcel located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Road in Crystal Falls West, Section One from SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban, and SFE-2-A, Single Family Estate to SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban and SFS-2-A, Single Family Suburban, Leander, Williamson County, Texas
Applicant: Samuel Kiger on behalf of Travisso, Ltd.
Mayor Fielder announced that this item has been postponed by the applicant

b. Action on Zoning Case #13-Z-015: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Road in Crystal Falls West, Section One, Leander, Williamson County, Texas
This item has been postponed at the request of the applicant

17. **a. Public Hearing** on Zoning Case #13-Z-017: Consider a zoning change for .1.65 acres, more or less for a parcel located at Lot 22, Block B, Leander Heights, Section 2, 503 Horseshoe Drive from SFU/MH-2-B. Single Family Urban/Manufactured Home to TF-2-B, Two Family, Leander, Williamson County, Texas
Applicant: Gary Eli Jones, P.E. on behalf of Ricky Shipman
Jim Bechtol, Director of Development Services explained

No speakers

b. Action on Zoning Case #13-Z-017: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 503 Horseshoe Drive, Leander, Williamson County, Texas

Motion made by Mayor Pro Tem Dishongh to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

REGULAR AGENDA

18. Consider Award Bid for the Financing of One 2013 Pierce Dash CF 1250 Pumper for the City Of Leander Fire Department.
Robert Powers, Finance Director explained

Motion made by Council Member Cantwell to approve. Second by Mayor Pro Tem Dishongh. Motion passes, all voting "aye"

19. Consider an Ordinance prohibiting pedestrian and bicycle use on portions of Old 2243 West between Bagdad Road and West Broade Street
Greg Minton, Chief of Police explained

Motion made by Council Member Navarrette to approve. Second by Council Member Cantwell. Motion passes, all voting "aye"

20. Consider appointments to the Mayor's Committee for Persons with Disabilities
Council Member Cantwell recommended Sandi Reese, Velvet Webb, Kenny King and Jennifer Walsh to be appointed to the Mayor's Committee for Persons with Disabilities based on the interviews held along with Council Member Lynch and Council Member Siebold.

Mayor Fielder made a motion to appoint Sandi Reese, Velvet Webb, Kenny King and Jennifer Walsh based on the Board Selection Committee recommendation. Second by Council Member Garcia. Motion passes, all voting "aye"

Mayor Fielder appointed Chief Bill Gardner and Eric Zeno as staff liaisons to the committee. He also announced that the first meeting will be held on July 15, 2013 at 6:00 p.m. in Pat Bryson Municipal Hall.

21. Consider appointments to the BCRUA Board
Motion made by Mayor Fielder to appoint Council Member Cantwell to the Board of Directors for the BCRUA and Council Member Dishongh to the Citizen Director position. Second by Council Member Garcia. Motion passes, all voting "aye"

EXECUTIVE SESSION

22. Convene into executive session pursuant to Section 551.071, Tex. Gov't Code and Section 1.05, Tex. Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding the BCRUA Regional Water Treatment Plant

Council convened into executive session at 7:54 p.m.
Council reconvened into open session at 8:33 p.m.

23. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the BCRUA Regional Water Treatment Plant

No action taken

24. Council Members Closing Statements
Council Members gave their closing statements.

25. Adjournment
With there being no further business, the meeting adjourned at 8:35 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile TRMC, City Secretary

Executive Summary

July 11, 2013

Agenda Subject: Zoning Case 13-TOD-001: Second reading and consider action on the rezoning of two parcels, generally located 300 feet north of the intersection of CR 273/Mel Mathis and RM 2243 for 21.80 acres more or less; Parcels #R031324 & R510026. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development) and the applicant is proposing an amendment to the PUD/TOD Leander, Williamson County, Texas.

Background: This request is the final step in the rezoning process.

Origination: Applicant Jeff Musgrove on behalf of TVI, LTD

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the following waivers at the June 13, 2013 meeting:

- Average lot size may be 4,000 square feet
- Garage may be located in the 2nd layer
- Parking may be located in front of the house
- 10% of the front facade shall be masonry (not including hardi-plank)

The City Council unanimously approved the Planning & Zoning Commission recommendation at the June 20, 2013 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. PUD Plan
5. Letter of Intent
6. Letter from Pix Howell, Urban Design Officer
7. Ordinance

Prepared By: Tom Yantis, AICP
Planning Director 06/21/2013

PLANNING ANALYSIS

ZONING CASE 13-TOD-001
CR 273/MEL MATHIS & RM 2243

GENERAL INFORMATION

Owner: TVI, LTD

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

Proposed Zoning: Amendment to the PUD/TOD (Planned Unit Development/Transit Oriented Development)

Size and Location: The subject property is generally located 300 feet north of the intersection of CR 273/Mel Mathis and RM 2243 for 21.80 acres more or less

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	PUD/TOD	Undeveloped Land zoned PUD/TOD
EAST	PUD/TOD	Undeveloped Land zoned PUD/TOD
SOUTH	PUD/TOD	Undeveloped Land zoned PUD/TOD
WEST	GC-3-C	Established Single-Family & Commercial Properties (Old Town)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

PUD/TOD–PLANNED UNIT DEVELOPMENT/TRANIST ORIENTED DEVELOPMENT

An Ordinance of the City of Leander established a Planned Unit Development District (PUD) called the Leander TOD. This PUD defined a form-based code and a Transect Map (or regulating plan) as the community plan and PUD plan for the geographic area set forth in the ordinance. The TOD is an area where a mixed-use, pedestrian friendly requirement will prevail over the typical land-use oriented plan; where all commercial and residential land-uses may be developed by right; where streets are designed to slow traffic rather than encourage it; where residents can find neighborhood services and goods within a ten-minute walk and where there is a variety of housing types and price ranges.

T4–NEIGHBORHOOD GENERAL TRANSECT ZONE

The Neighborhood General Zone has a denser, primarily residential urban fabric. Mixed use is confined to certain corner locations. This Zone has a wide range of building types. Single, sideyard, and row houses are set close to the frontages. Streets typically define medium-sized blocks.

COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.

ANALYSIS:

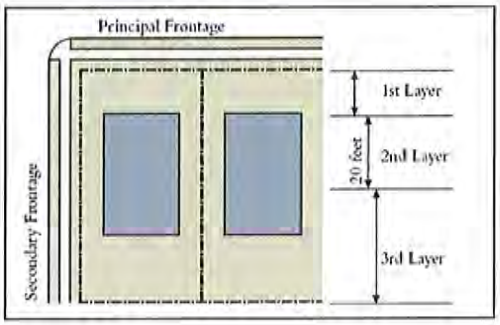
This request was heard by the Planning & Zoning Commission on April 25, 2013 and City Council on May 2, 2013. The case is before the Commission again because of a notification error. The City Council approved the request with the following waivers:

- Average lot size may be 4,000 square feet
- Garage may be located in the 2nd layer
- Parking may be located in front of the house
- 10% of the front facade shall be masonry (not including hardi-plank)

The applicant is requesting an amendment to the TOD (Transit Oriented Development) district in order to allow for a single-family project. The applicant is proposing lots that are a minimum of forty (40') feet wide and 4,000 square feet in lot area. The following waivers are requested:

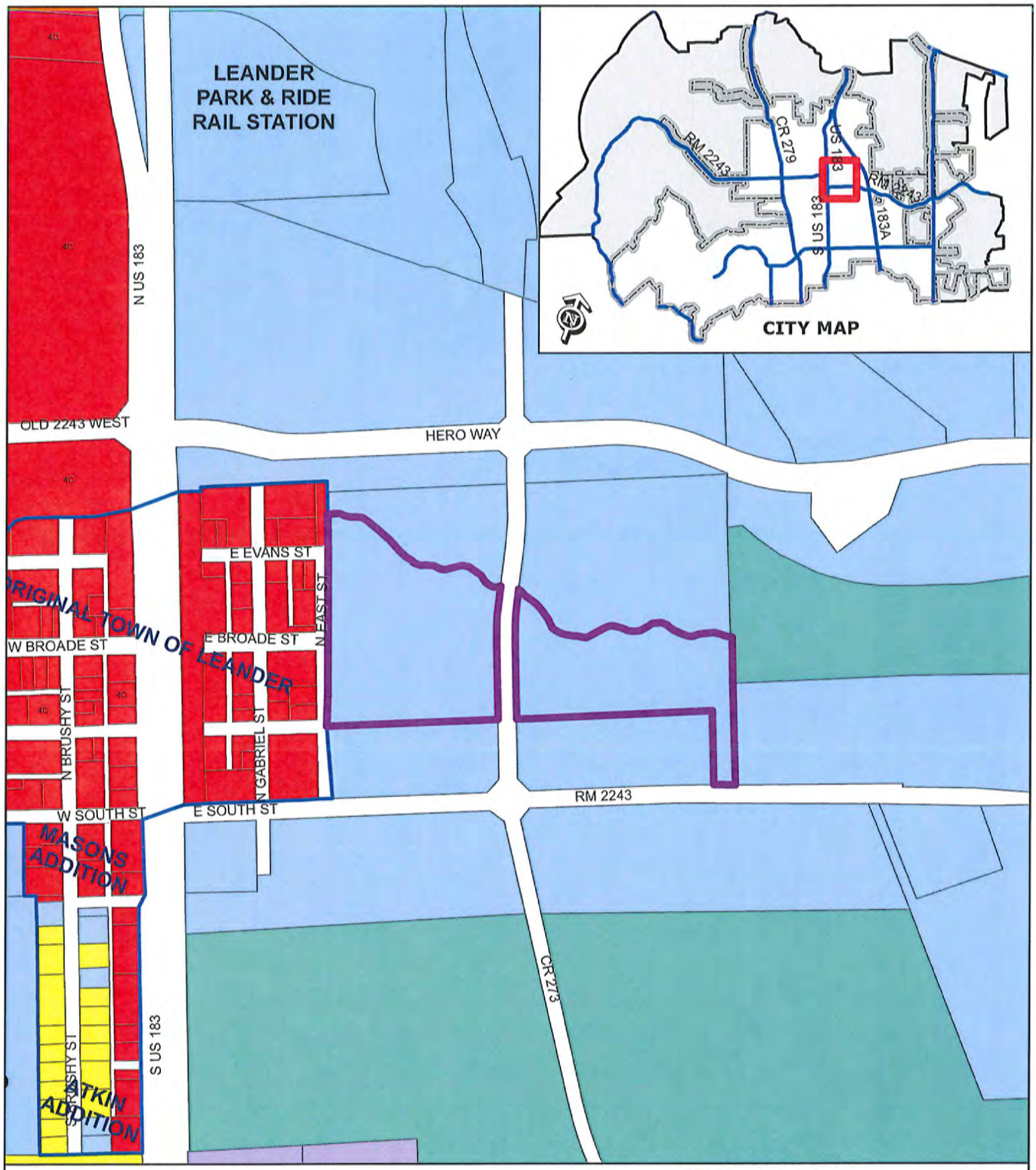
REQUIREMENT	WAIVER
Average Lot Size = 2,500 sqft	Average Lot Size = 4,000 sqft
Garage is located in the 3rd layer	Garage may be located in the 2nd layer
Parking is located behind the house	Parking may be located in front of the house

Currently, the SmartCode requires that garages are located in the 3rd Layer (see exhibit to the right). Since the applicant is not proposing alleys and rear entry garages they are requesting a waiver to allow for a front entry garage and driveway parking in front of the structure. A garage in the second layer would require that the garage is still located in line with or behind the home.



In addition, the applicant is proposing bump outs along the streets to accommodate on street parking and each home is limited to a one car garage due to the size of the lots.

If the zoning is approved, the SmartCode and subdivision regulations will apply to this property with regards to land use, architectural design, signage, and site development. These standards will assure compatibility between the existing uses and the proposed development.



ZONING CASE 13-TOD-001

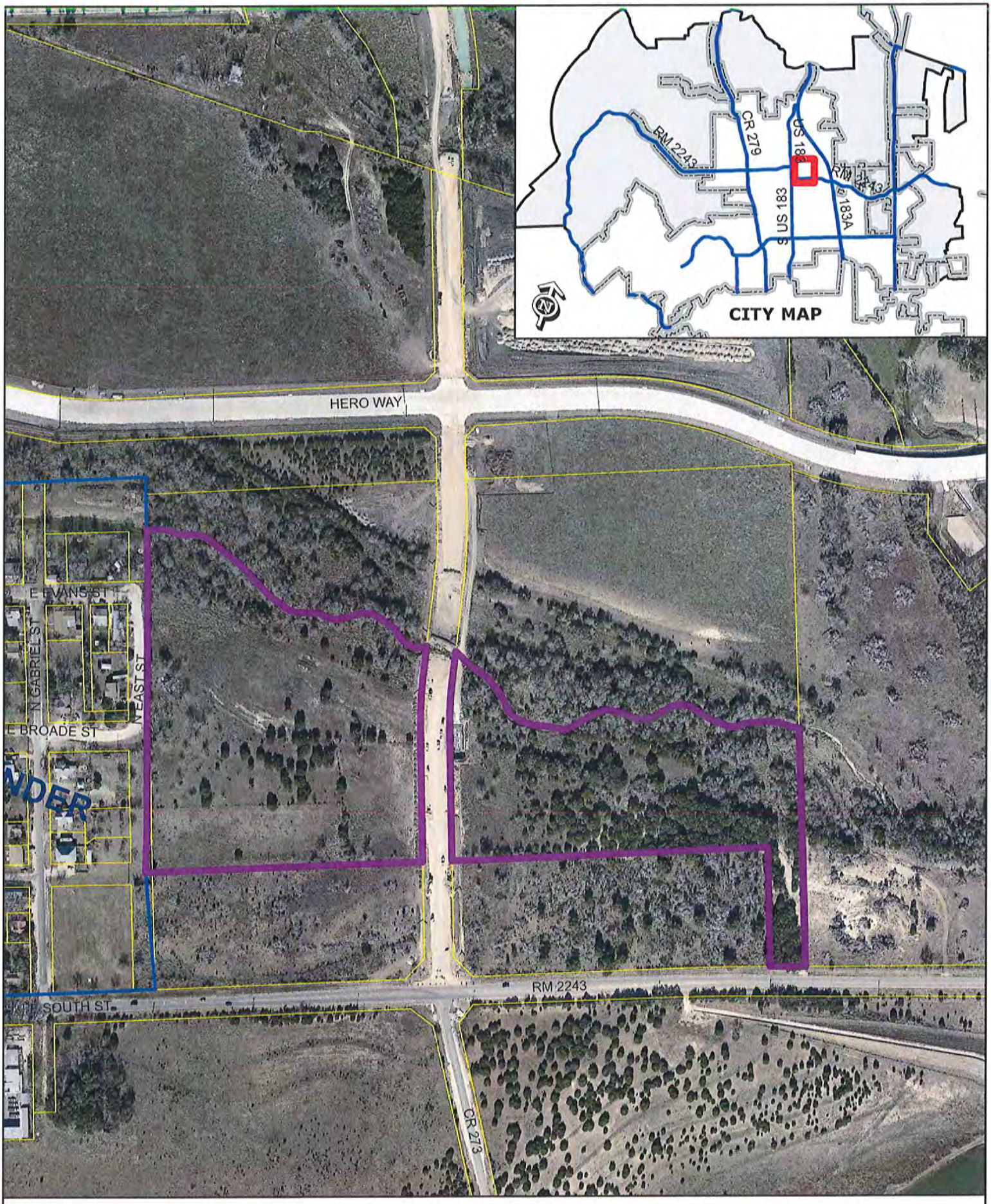
Attachment #2

Current Zoning Map
Village at Leander Station
CR 273/Mel Mathis & RM 2243

Subject Property
Original Town of Leander

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

0 200 400
Feet

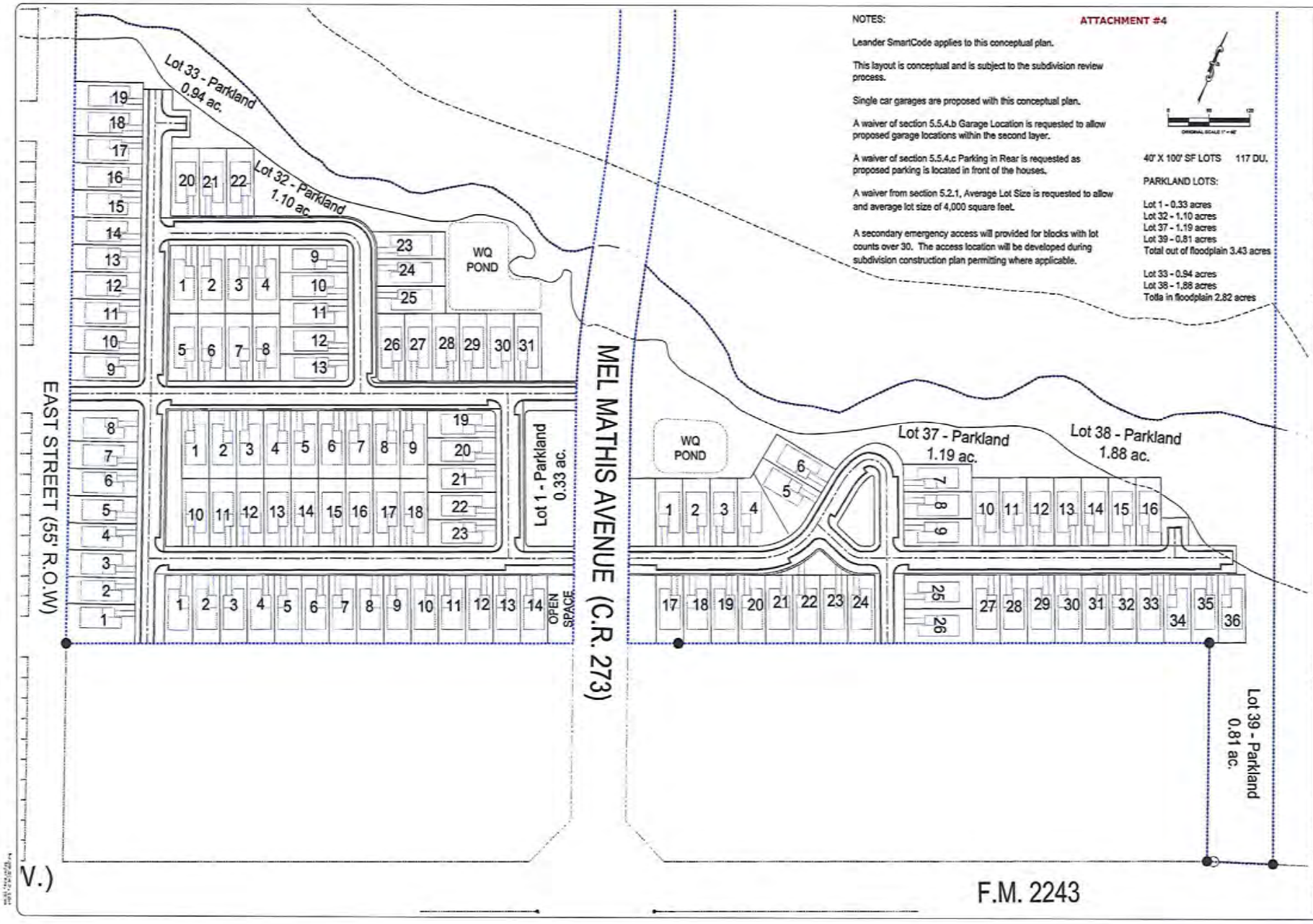


ZONING CASE 13-TOD-001 Attachment #3

Aerial Exhibit - Approximate Boundaries
Village at Leander Station - SF PUD AMD

Subject Property

0 200
Feet



NOTES:

ATTACHMENT #4

Leander SmartCode applies to this conceptual plan.

This layout is conceptual and is subject to the subdivision review process.

Single car garages are proposed with this conceptual plan.

A waiver of section 5.5.4.b Garage Location is requested to allow proposed garage locations within the second layer.

A waiver of section 5.5.4.c Parking in Rear is requested as proposed parking is located in front of the houses.

A waiver from section 5.2.1, Average Lot Size is requested to allow and average lot size of 4,000 square feet.

A secondary emergency access will provided for blocks with lot counts over 30. The access location will be developed during subdivision construction plan permitting where applicable.

40' X 100' SF LOTS 117 DU.

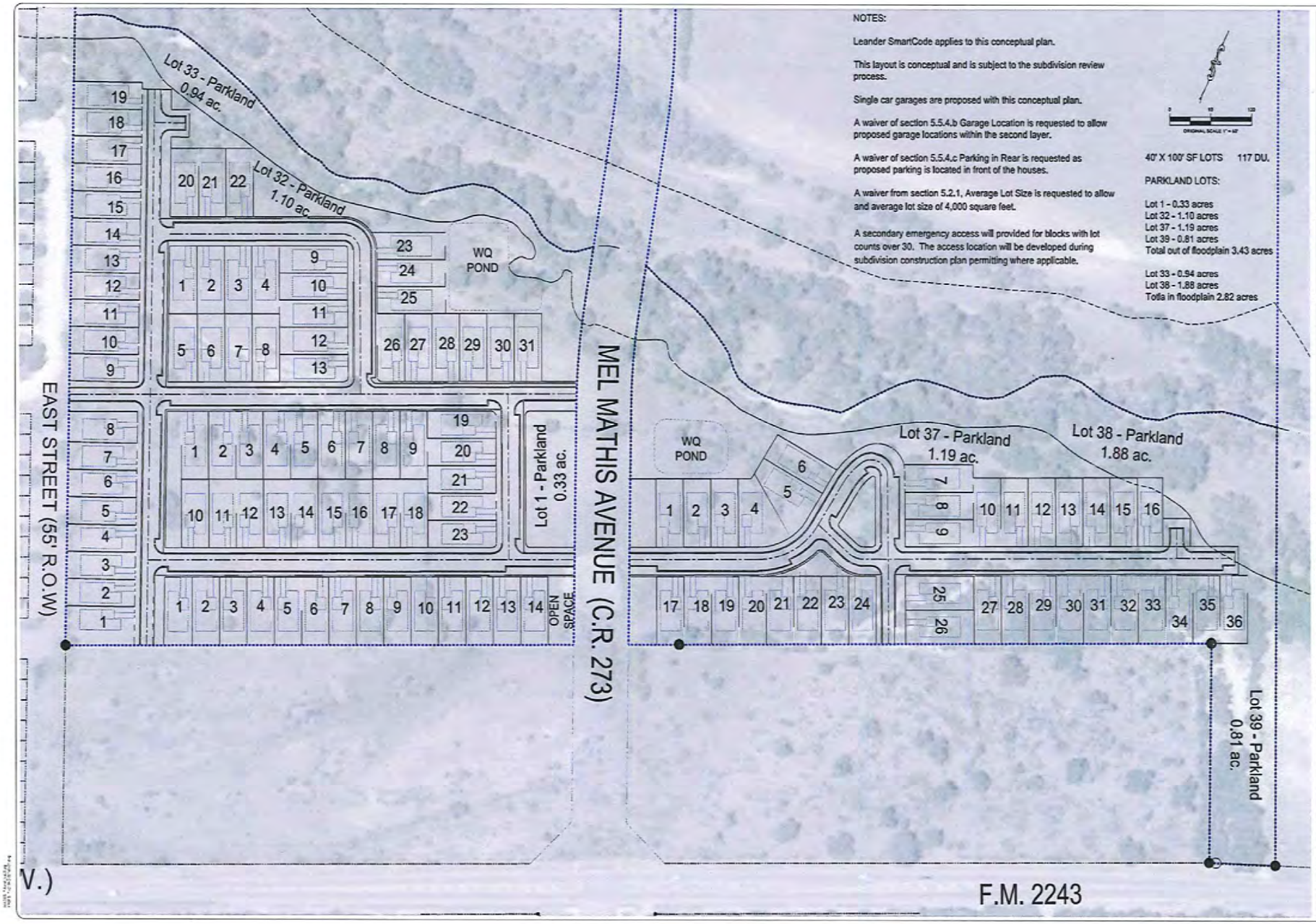
PARKLAND LOTS:

Lot 1 - 0.33 acres
Lot 32 - 1.10 acres
Lot 37 - 1.19 acres
Lot 39 - 0.81 acres
Total out of floodplain 3.43 acres

Lot 33 - 0.94 acres
Lot 38 - 1.88 acres
Totla in floodplain 2.82 acres

BAKER-AICKLEN & ASSOCIATES, INC.

V.)



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Totla in floodplain 2.82 acres

BAKER-AICKLEN & ASSOCIATES, INC.

DESIGNED | DRAWN | REVIEWED

NO. | DATE | REVISIONS | RECORD

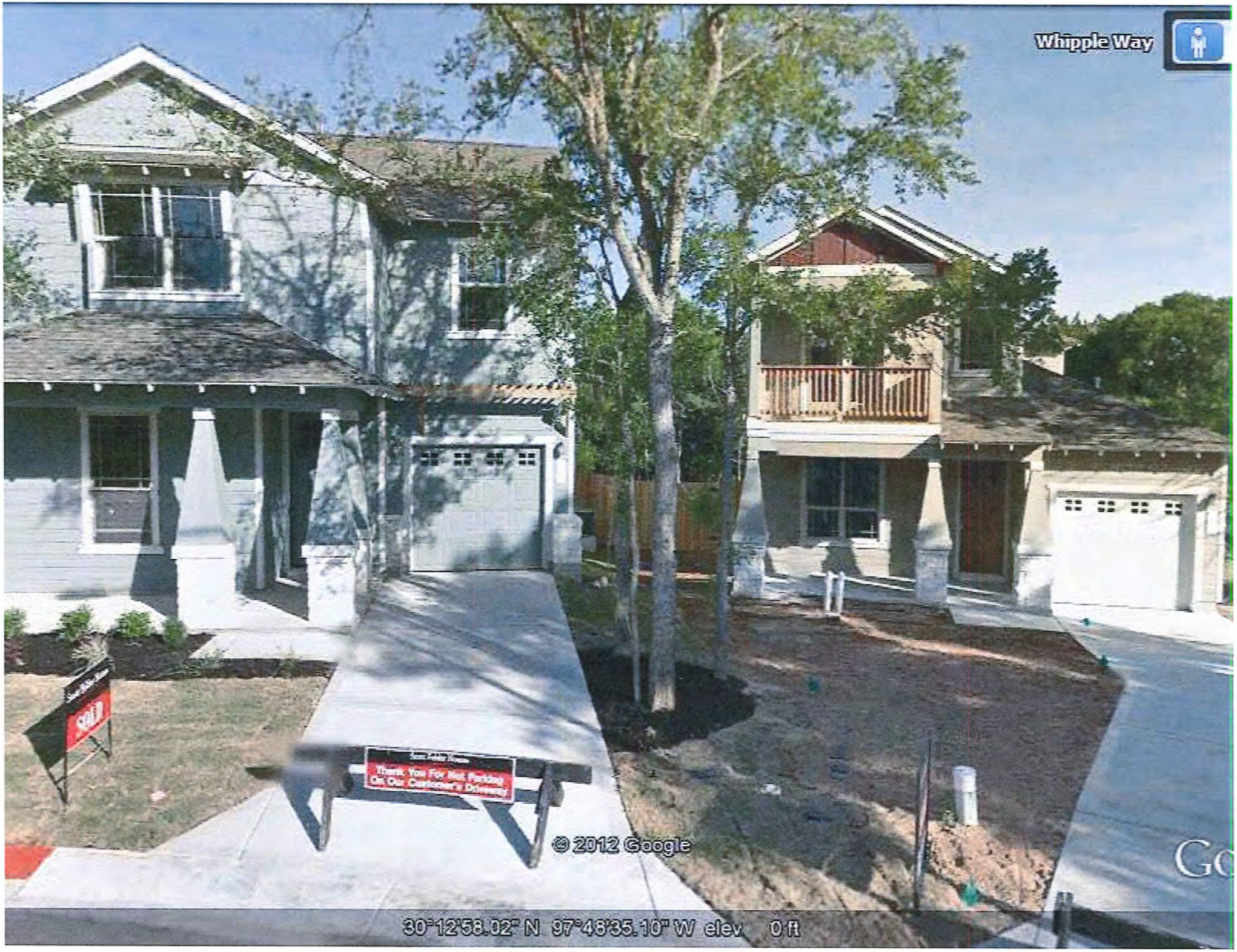
CLIENT

PROJECT

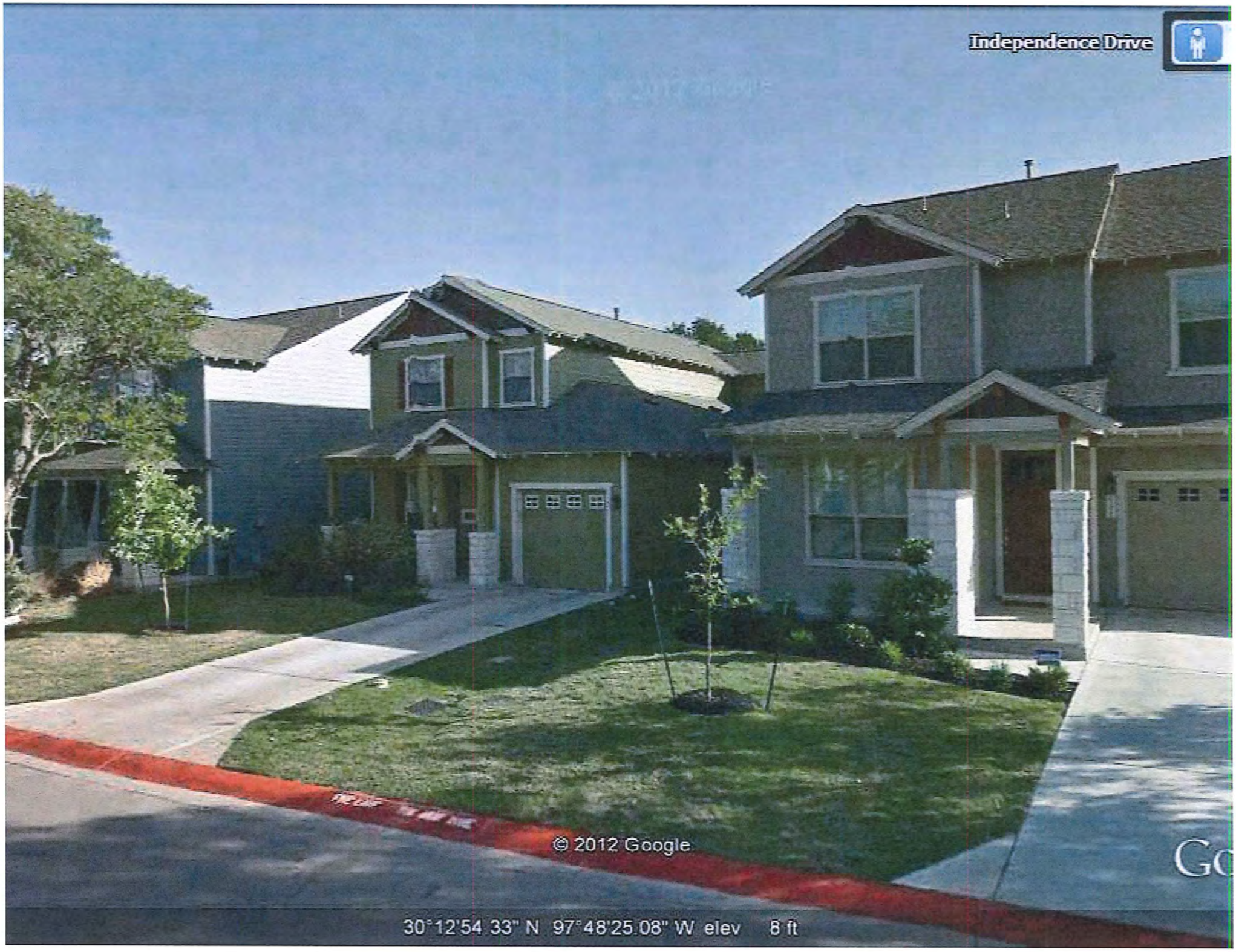
SHEET TITLE

PROJECT No.

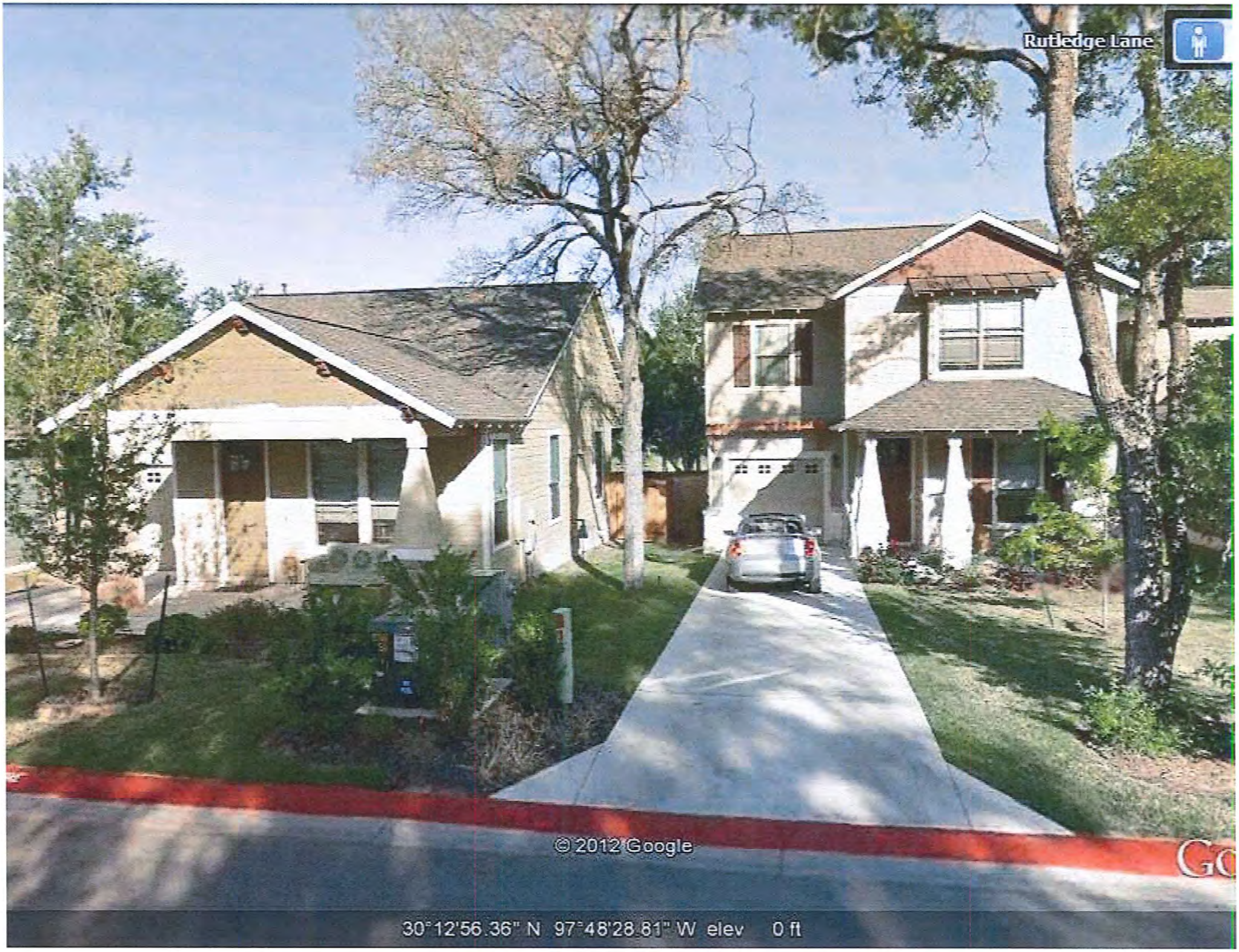
SHEET No.

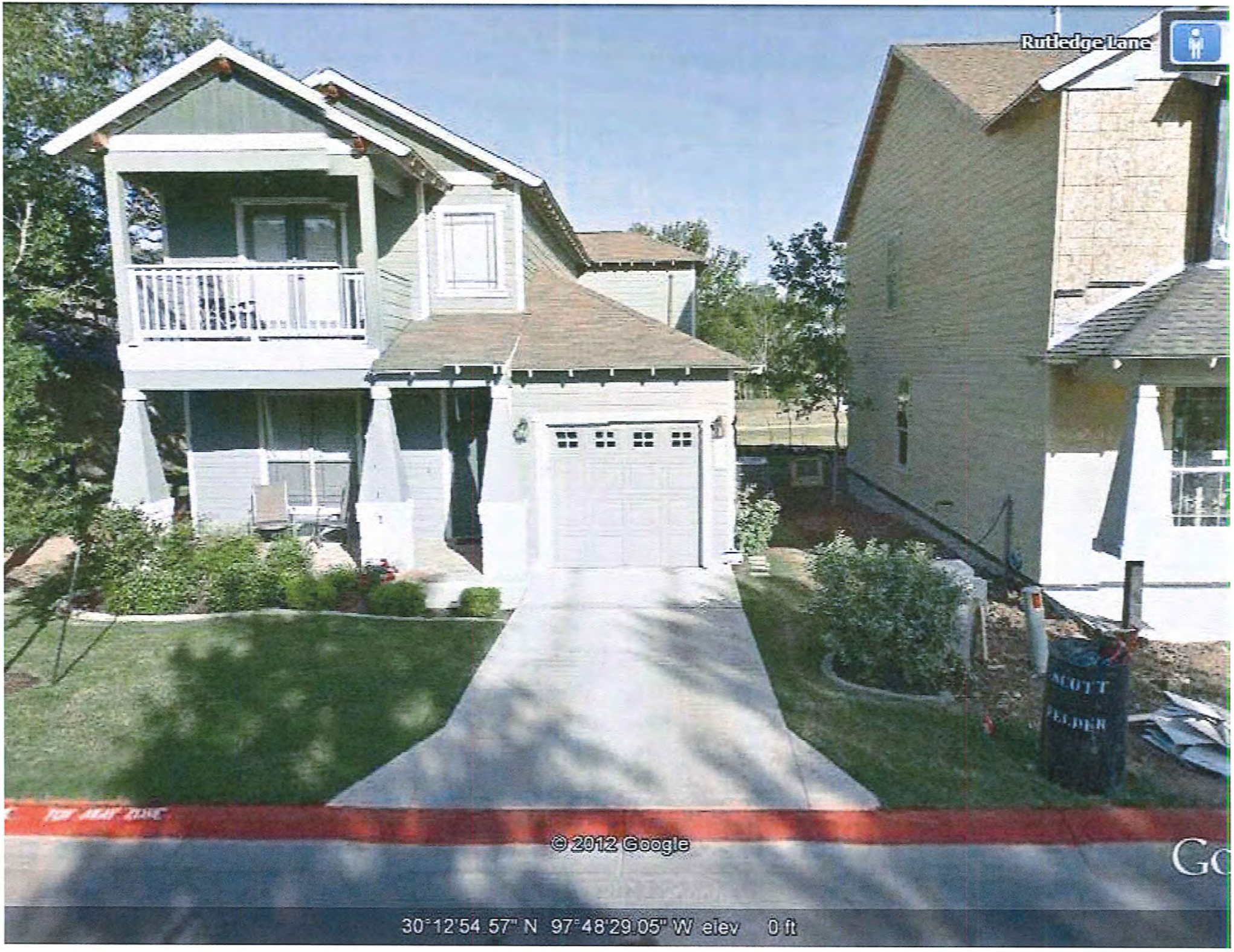

Whipple Way
SOLD
Thank You For Not Parking
On Our Customer's Driveway
© 2012 Google
30°12'58.02" N 97°48'35.10" W elev 0 ft

Amur Drive
© 2012 Google
30°12'49.57" N 97°48'24.48" W elev 5 ft


Independence Drive
© 2012 Google
30°12'54.33" N 97°48'25.08" W elev 8 ft

Independence Drive
dence Drive
© 2012 Google
30°12'53.33" N 97°48'25.86" W elev 0 ft


Rutledge Lane
© 2012 Google
30°12'56.36" N 97°48'28.81" W elev 0 ft


Rutledge Lane
© 2012 Google
30°12'54.57" N 97°48'29.05" W elev 0 ft

ATTACHMENT #5

Transit Village Investments, Ltd.
1301 Capital of Texas Hwy.
Suite A-300
Austin, Texas 78746

March 7, 2013

Pix Howell
Urban Design Officer
City of Leander
200 West Willis Street
Leander, Texas 78641

RE: Proposed Single Family development – a portion of Williamson County Tax Appraisal properties R031324 and R510026

Dear Pix:

Please accept the following as Letter of Intent to propose development with adjustments to the SmartCode, as required by the City of Leander's TOD PUD zoning application. The property described in this application is located south of the south fork of Brushy Creek and north of FM 2243. The site is two tracts of land, on both sides of Mel Mathis Blvd., approximately 8.94 acres on the east side and approximately 12.86 acres on the west side. The project is proposed to be a single family development.

Configuration of the project attempts to respect the intent of the TOD but financing requirements, market conditions, tract configuration and topography require certain elements of the site plan make strict adherence to the SmartCode problematic. The general configuration is as shown on the attached illustration.

Lots are generally 40' wide and all face proposed public streets which is within the design parameters of T4 of the Transect Map, as does the roadway cross-section and green space requirements. Proposed deviations from the SmartCode will be addressed in the accompanying information package.

All homes in the subdivision will be limited to a single wide garage doors, some homes may be constructed with "tandem" garages to accommodate two cars. Strict architectural control of facades will provide for attractive appearances.

We hereby request a PUD amendment to allow development of this project to begin as soon as possible.

Sincerely,

Jeff Musgrove, P.E.
Partner

ATTACHMENT #6

Leander TOD

April 19, 2013

Chair and Commissioners
City of Leander Planning and Zoning Commission
201 North Brushy
Leander, Texas 78646

Reference: 13-TOD-001 & 13-TOD-002 Village at Leander Station PUD/TOD Amendments

Dear Chair and Commissioners,

These two cases represent the first "New Community" developments in the TOD. As you might expect, they are not the eight story office/residential building that will someday inhabit the area around the rail station. They are, however, the types of residential elements that will make up a good portion of the TOD.

13-TOD-001 represents a hybrid approach to small lot single family. It respects the intent of the SmartCode if not complying with every element. It is important to meld current market requirements so that this first project of its type can be a success. I support the amendments and hope to demonstrate our capability to realize a project that respects the vision of the TOD.

13-TOD-002 represents another hybrid approach to medium density residential as confined by the Housing and Urban Development (HUD) guidelines for financing. The TOD will contain numerous multi-family type properties and this one will also include a phase of commercial when the market is ready. There is some irony represented here in that the administration of HUD touts the benefit of mixed use and urban planning but their guidelines are primarily suburban. The amendments address the conflicts that the HUD duplicity creates with the SmartCode. I support these amendments and think that they demonstrate the flexibility that will be necessary for many projects where the lender imposes site requirements that are not urban in nature, while respecting the intent of the TOD.

The TOD plan relies on the "pedestrian sheds" as the measure of mixed use. Both of these project are primarily a single use but the capability to ensure a vibrant mix of uses remains.

I request that you approve these zoning amendments and carry on the vision of the Leander TOD.

Sincerely,

Pix Howell, AICP
Urban Design Officer

ORDINANCE NO #

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PUD/TOD (PLANNED UNIT DEVELOPMENT/TRANSIT ORIENTED DEVELOPMENT) DISTRICT ORDINANCE FOR TWO PARCELS OF LAND; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property") has requested that PUD/TOD associated with the Property be amended;

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

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant an amendment to the PUD/TOD district associated with the Property, has transpired;

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

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

Section 2. Amendment of PUD/TOD Ordinance. Ordinance No. 05-026, as amended, the City of Leander PUD/TOD Ordinance, is hereby modified and amended for these Properties as set forth in Section 3.

Section 3. PUD/TOD Amendment. The PUD/TOD Ordinance is hereby amended for two parcels located generally 300 feet north of the intersection of CR 273/Mel Mathis and RM 2243. The property is approximately 21.80 acres more or less in size and includes parcels #R031324 and R0510026. The PUD/TOD associated with these parcels is hereby amended as shown in Exhibit A with the following waivers: (1) Average lot size may be 4,000 square feet (2) Garage may be located in the 2nd layer (3) Parking may be located in front of the house (4) 10% of the front facade shall be masonry (not including hardi-plank); Leander, Williamson County, Texas. (See Exhibit A).

Section 4. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5. Open Meetings. That it is hereby officially found and determined that the meeting at

which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 20th day of June, 2013.
FINALLY PASSED AND APPROVED on this the 11th day of July, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

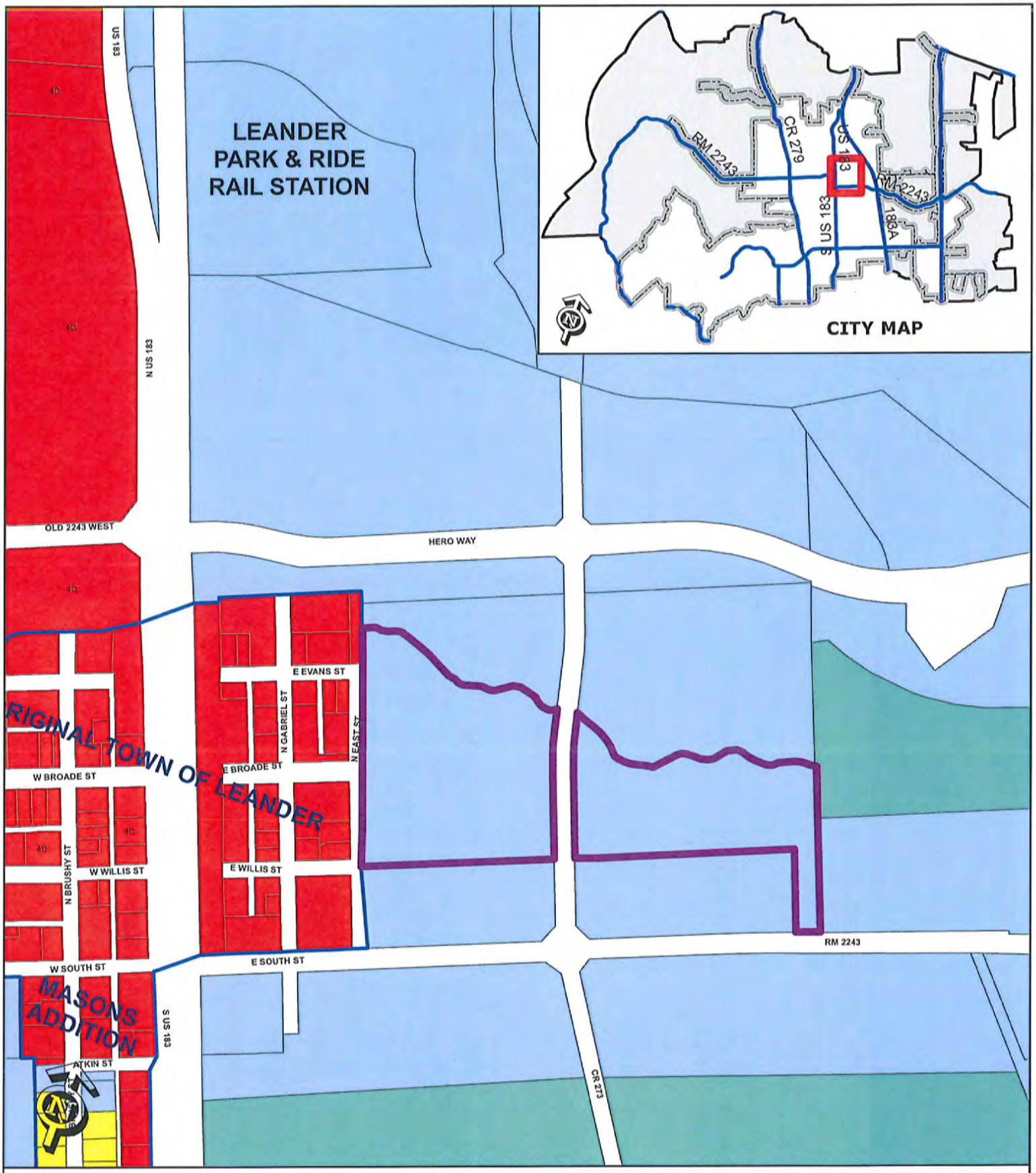


EXHIBIT A

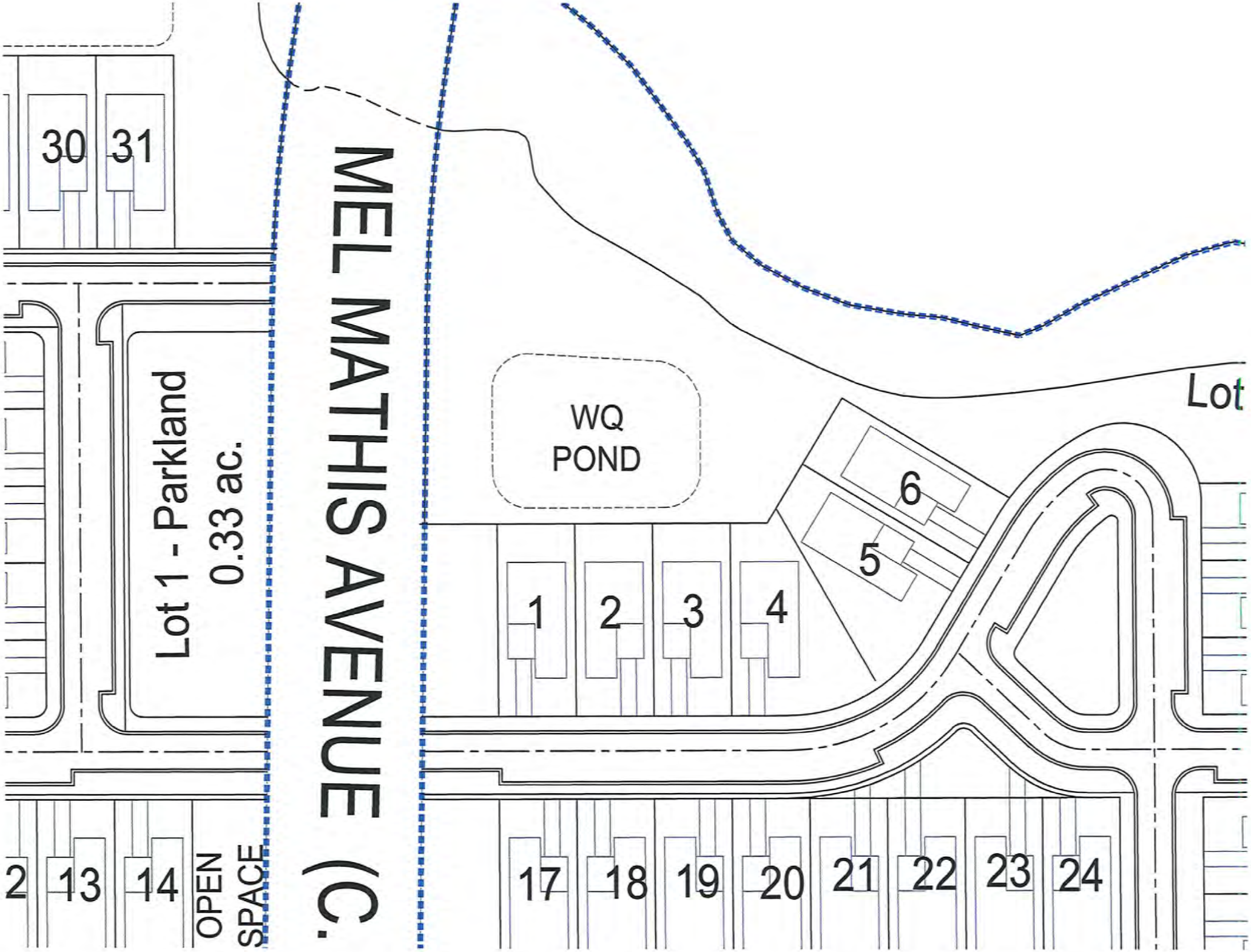
PUD/TOD Amendment 13-TOD-001

Village at Leander Station
CR 273/Mel Mathis & RM 2243

- SubjectProperty
- Future Annexation Per DA
- Involuntary Annexation
- Voluntary Annexation
- City Limits

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

0 200
Feet


30
31
Lot 1 - Parkland
0.33 ac.
MEL MATHIS AVENUE (C.
WQ
POND
6
5
1
2
3
4
Lot
2
13
14
OPEN
SPACE
17
18
19
20
21
22
23
24

MEL MATHIS AVENUE (C.
30
31
Lot 1 - Parkland
0.33 ac.
WQ
POND
1
2
3
4
5
6
Lot
2
13
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OPEN
SPACE
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DESCRIPTION

FOR AN 8.94 ACRE TRACT OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 94.24 ACRE TRACT AS DESCRIBED IN THAT DEED TO TRANSIT VILLAGE INVESTMENTS, LTD., AND RECORDED IN DOCUMENT NO. 2006112794 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 8.94 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with "Baker-Aicklen" cap found on the south line of said 94.24 acre tract, same being on the north line of a called 12.13 acre tract as described in a deed to Sawtooth Enterprises, LTD. and recorded in Document No. 2005032537 of the Official Public Records of said County, same being on the east right-of-way line of Mel Mathis Avenue (80 foot right-of-way width) as described in a deed to The City of Leander, Texas and recorded in Document No. 2011038293 of the Official Public Records of said County, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE with the east right-of-way line of said Mel Mathis Avenue, through the interior of said 94.24 acre tract, the following three (3) courses and distances:

1) **N 21° 11' 26" W** for a distance of **348.81 feet** to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature on the east right-of-way line of said Mel Mathis Avenue, for a point of curvature hereof,

2) with the arc of a curve to the **right**, having a radius of **999.00 feet**, an arc length of **138.18 feet**, a central angle of **007°55'29"**, and a chord which bears, **N 17°13'41" W** for a distance of **138.07 feet** to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency on the east right-of-way line of said Mel Mathis Avenue, for a point of tangency hereof, and

3) **N 13° 15' 56" W** for a distance of **71.39 feet** to a calculated point in the center of the South Fork of Brushy Creek, for the northwest corner hereof, from which a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature on the east right-of-way line of said Mel Mathis Avenue bears, N 13° 15' 56" W a distance of 202.84 feet;

THENCE continuing through the interior of said 94.24 acre tract, with the approximate center of said the South Fork of Brushy Creek, the following forty-five (45) courses and distances

1) **S 67° 39' 08" E** for a distance of **10.95 feet**, for an angle point hereof,

2) **S 63° 55' 15" E** for a distance of **19.04 feet**, for an angle point hereof,

3) **S 73° 11' 36" E** for a distance of **27.81 feet**, for an angle point hereof,

4) **S 73° 24' 48" E** for a distance of **26.91 feet**, for an angle point hereof,

5) **S 66° 38' 49" E** for a distance of **28.99 feet**, for an angle point hereof,

6) **S 58° 31' 01" E** for a distance of **28.82 feet**, for an angle point hereof,

7) **S 57° 24' 03" E** for a distance of **19.73 feet**, for an angle point hereof,

8) **S 52° 13' 35" E** for a distance of **16.37 feet**, for an angle point hereof,

9) **S 39° 34' 30" E** for a distance of **22.89 feet**, for an angle point hereof,

10) **S 49° 11' 59" E** for a distance of **16.62 feet**, for an angle point hereof,

11) **S 71° 50' 29" E** for a distance of **20.01 feet**, for an angle point hereof,

12) **S 83° 44' 59" E** for a distance of **24.64 feet**, for an angle point hereof,

13) **N 88° 12' 29" E** for a distance of **24.52 feet**, for an angle point hereof,

14) **N 77° 35' 57" E** for a distance of **27.91 feet**, for an angle point hereof,

15) **N 73° 32' 51" E** for a distance of **21.22 feet**, for an angle point hereof,

16) **N 81° 55' 24" E** for a distance of **19.11 feet**, for an angle point hereof,

17) **N 79° 39' 46" E** for a distance of **9.80 feet**, for an angle point hereof,

18) **N 80° 52' 54" E** for a distance of **11.81 feet**, for an angle point hereof,

19) **N 45° 31' 09" E** for a distance of **13.20 feet**, for an angle point hereof,

20) **N 37° 58' 26" E** for a distance of **21.53 feet**, for an angle point hereof,

21) **N 42° 53' 23" E** for a distance of **29.80 feet**, for an angle point hereof,

22) **N 42° 50' 21" E** for a distance of **31.23 feet**, for an angle point hereof,

23) **N 52° 12' 31" E** for a distance of **25.34 feet**, for an angle point hereof,

24) **N 76° 12' 23" E** for a distance of **18.75 feet**, for an angle point hereof,

25) **N 85° 10' 28" E** for a distance of **28.77 feet**, for an angle point hereof,

26) **N 89° 45' 57" E** for a distance of **35.09 feet**, for an angle point hereof,

27) **N 77° 19' 32" E** for a distance of **24.64 feet**, for an angle point hereof,

28) **N 62° 00' 46" E** for a distance of **23.20 feet**, for an angle point hereof,

29) **N 41° 18' 08" E** for a distance of **33.80 feet**, for an angle point hereof,

30) **N 37° 10' 05" E** for a distance of **28.45 feet**, for an angle point hereof,

31) **N 63° 09' 31" E** for a distance of **21.22 feet**, for an angle point hereof,

32) **N 68° 21' 11" E** for a distance of **17.29 feet**, for an angle point hereof,

33) **S 89° 16' 01" E** for a distance of **23.55 feet**, for an angle point hereof,

34) **S 75° 37' 11" E** for a distance of **17.42 feet**, for an angle point hereof,

35) **S 72° 28' 24" E** for a distance of **22.31 feet**, for an angle point hereof,

36) **S 84° 31' 33" E** for a distance of **29.51 feet**, for an angle point hereof,

37) **S 89° 06' 14" E** for a distance of **36.76 feet**, for an angle point hereof,

38) **N 74° 12' 32" E** for a distance of **25.11 feet**, for an angle point hereof,

39) **N 47° 37' 39" E** for a distance of **25.34 feet**, for an angle point hereof,

40) **N 64° 24' 28" E** for a distance of **37.24 feet**, for an angle point hereof,

41) **N 65° 58' 01" E** for a distance of **30.77 feet**, for an angle point hereof,

42) **N 81° 48' 06" E** for a distance of **30.30 feet**, for an angle point hereof,

43) **N 89° 23' 26" E** for a distance of **26.76 feet**, for an angle point hereof,

44) **N 80° 52' 54" E** for a distance of **23.62 feet**, for an angle point hereof, and

45) **N 82° 37' 03" E** for a distance of **1.23 feet**, to a calculated point on the east line of said 94.24 acre tract, same being the west line of a called 39.2164 acre tract as described in a deed to Franklin R. House and recorded in Volume 1726, Page 947 of the Official Public Records of said County, for the northeast corner hereof, from which a ½" iron rod found for an angle point on the east line of said 94.24 acre tract bears, N 21° 38' 50" W a distance of 1270.41 feet;

THENCE with the east line of said 94.24 acre tract, same being the west line of said 39.2164 acre tract, **S 21° 38' 50" E** for a distance of **643.41 feet** to a ½" iron rod found for the southeast corner of said 94.24 acre tract, same being the southwest corner of said 39.2164 acre tract, same

being on the north right-of-way line of Ranch Road 2243 (80 feet right-of-way width), for the southeast corner hereof;

THENCE with the south line of said 94.24 acre tract, same being the north right-of-way line of said Ranch Road 2243, the following two courses and distances:

1) **S 70° 07' 44" W** for a distance of **86.89 feet** to concrete monument found, for a point of curvature hereof, and

2) with the arc of a curve to the **left**, having a radius of **5770.38 feet**, an arc length of **9.83 feet**, a central angle of **000°05'51"**, and a chord which bears, **S 70°35'47" W** for a distance of **9.83 feet to** a calculated point for the most southerly southwest corner of said 94.24 acre tract, same being the southeast corner of said 12.13 acre tract, for the most southerly southwest corner hereof;

THENCE continuing with the south line of said 94.24 acre tract, same being the east line of said 1.13 acre tract, **N 21° 15' 46" W** for a distance of **322.28 feet** to a ½" iron rod found for an angle point on the south line of said 94.24 acre tract, same being the northeast corner of said 12.13 acre tract, for an angle point hereof;

THENCE continuing with the south line of said 94.24 acre tract, same being the north line of said 12.13 acre tract, the following two (2) courses and distances:

1) **S 67° 45' 09" W** for a distance of **777.36 feet** to a ½" iron rod found, for an angle point hereof, and

2) **S 67° 48' 50" W** for a distance of **74.48 feet** to the **POINT OF BEGINNING** hereof and containing 8.94 acre of land.

Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System NAD83 (HARN), Central Zone.

Surveyed under the direct supervision of the undersigned during May 2013:

Parker J. Graham
Registered Professional Land Surveyor No. 5556
BAKER-AICKLEN & ASSOCIATES, INC.
507 W. Liberty Ave.
Round Rock, Texas 78664
(512) 244-9620

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

Job No.: 2194-2-001
Filename:
K:\PROJECTS\2194-2-001_Village_at_Leander_Station_BA-Survey\METES AND BOUNDS\8.94 ACRE TRACT.DOC

DESCRIPTION

FOR A 12.86 ACRE TRACT OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 94.24 ACRE TRACT AS DESCRIBED IN THAT DEED TO TRANSIT VILLAGE INVESTMENTS, LTD., AND RECORDED IN DOCUMENT NO. 2006112794 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 12.86 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with "Baker-Aicklen" cap found on the south line of said 94.24 acre tract, same being on the north line of a called 12.13 acre tract as described in a deed to Sawtooth Enterprises, LTD. and recorded in Document No. 2005032537 of the Official Public Records of said County, same being on the west right-of-way line of Mel Mathis Avenue (80 foot right-of-way width) as described in a deed to The City of Leander, Texas and recorded in Document No. 2011038293 of the Official Public Records of said County, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the west right-of-way line of said Mel Mathis Avenue, with the south line of said 94.24 acre tract, same being the north line of said 12.13 acre tract, **S 67° 48' 50" W** for a distance of **741.77 feet** to a ½" iron rod found for the southwest corner of said 94.24 acre tract, same being the northwest corner of said 12.13 acre tract, same being on the east right-of-way line of East Street (55 foot right-of-way width) as dedicated in Volume 33, Page 549 of the Official Public Records of said County, for the southwest corner hereof;

THENCE with the west line of said 94.24 acre tract, same being the east right-of-way line of said East Street, **N 21° 00' 49" W** for a distance of **925.48 feet** to a calculated point in the center of the South Fork of Brushy Creek, for the northwest corner hereof, from which a ½" iron rod found for an angle point on the west line of said 94.24 acre tract bears, N 21° 00' 49" W for a distance of 142.74 feet;

THENCE with the approximate center of said South Fork of Brushy Creek, through the interior of said 94.24 acre tract, the following thirty-four (34) courses and distances

1) **N 72° 20' 38" E** for a distance of **7.98 feet**, for an angle point hereof,

2) **N 65° 04' 57" E** for a distance of **22.46 feet**, for an angle point hereof,

3) **N 72° 52' 01" E** for a distance of **24.42 feet**, for an angle point hereof,

4) **S 85° 04' 55" E** for a distance of **21.48 feet**, for an angle point hereof,

5) **N 80° 44' 01" E** for a distance of **26.89 feet**, for an angle point hereof,

6) **N 68° 21' 11" E** for a distance of **25.62 feet**, for an angle point hereof,

7) **N 77° 05' 57" E** for a distance of **25.27 feet**, for an angle point hereof,

8) **S 75° 48' 34" E** for a distance of **28.44 feet**, for an angle point hereof,

9) **S 71° 37' 00" E** for a distance of **62.74 feet**, for an angle point hereof,

10) **S 69° 34' 58" E** for a distance of **35.37 feet**, for an angle point hereof,

11) **S 66° 38' 49" E** for a distance of **24.46 feet**, for an angle point hereof,

12) **S 61° 39' 12" E** for a distance of **46.83 feet**, for an angle point hereof,

13) **S 64° 09' 27" E** for a distance of **31.28 feet**, for an angle point hereof,

14) **S 63° 55' 15" E** for a distance of **19.04 feet**, for an angle point hereof,

15) **S 74° 24' 44" E** for a distance of **20.11 feet**, for an angle point hereof,

16) **S 83° 02' 12" E** for a distance of **16.05 feet**, for an angle point hereof,

17) **S 61° 44' 53" E** for a distance of **15.91 feet**, for an angle point hereof,

18) **S 81° 04' 04" E** for a distance of **16.37 feet**, for an angle point hereof,

19) **N 81° 04' 38" E** for a distance of **20.36 feet**, for an angle point hereof,

20) **N 68° 21' 11" E** for a distance of **16.65 feet**, for an angle point hereof,

21) **N 68° 21' 11" E** for a distance of **17.29 feet**, for an angle point hereof,

22) **N 79° 03' 58" E** for a distance of **24.12 feet**, for an angle point hereof,

23) **S 83° 30' 20" E** for a distance of **31.24 feet**, for an angle point hereof,

24) **N 75° 28' 41" E** for a distance of **20.66 feet**, for an angle point hereof,

25) **N 55° 03' 16" E** for a distance of **36.20 feet**, for an angle point hereof,

26) **N 57° 36' 51" E** for a distance of **37.81 feet**, for an angle point hereof,

27) **N 79° 11' 36" E** for a distance of **30.65 feet**, for an angle point hereof,

28) **S 78° 50' 51" E** for a distance of **34.29 feet**, for an angle point hereof,

29) **S 72° 26' 23" E** for a distance of **31.41 feet**, for an angle point hereof,

30) **S 51° 49' 14" E** for a distance of **31.86 feet**, for an angle point hereof,

31) **S 65° 00' 38" E** for a distance of **15.86 feet**, for an angle point hereof,

32) **S 80° 13' 03" E** for a distance of **27.02 feet**, for an angle point hereof,

33) **N 72° 26' 19" E** for a distance of **17.98 feet**, for an angle point hereof, and

34) **N 52° 34' 20" E** for a distance of **26.32 feet**, to a calculated point on the west right-of-way line of said Mel Mathis Avenue, for the northeast corner hereof;

THENCE continuing through the interior of said 94.24 acre tract, with the west right-of-way line of said Mel Mathis Avenue, the following three (3) courses and distances:

1) **S 13° 15' 56" E** for a distance of **86.33 feet** to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature on the west right-of-way line of said Mel Mathis Avenue, for a point of curvature hereof,

2) with the arc of a curve to the **left**, having a radius of **1079.00 feet**, an arc length of **149.24 feet**, a central angle of **007°55'29"**, and a chord which bears, **S 17°13'41" E** for a distance of **149.12 feet** to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency on the west right-of-way line of said Mel Mathis Avenue, for a point of tangency hereof, and

3) **S 21° 11' 26" E** for a distance of **350.20 feet** to the **POINT OF BEGINNING** hereof and containing 12.86 acre of land.

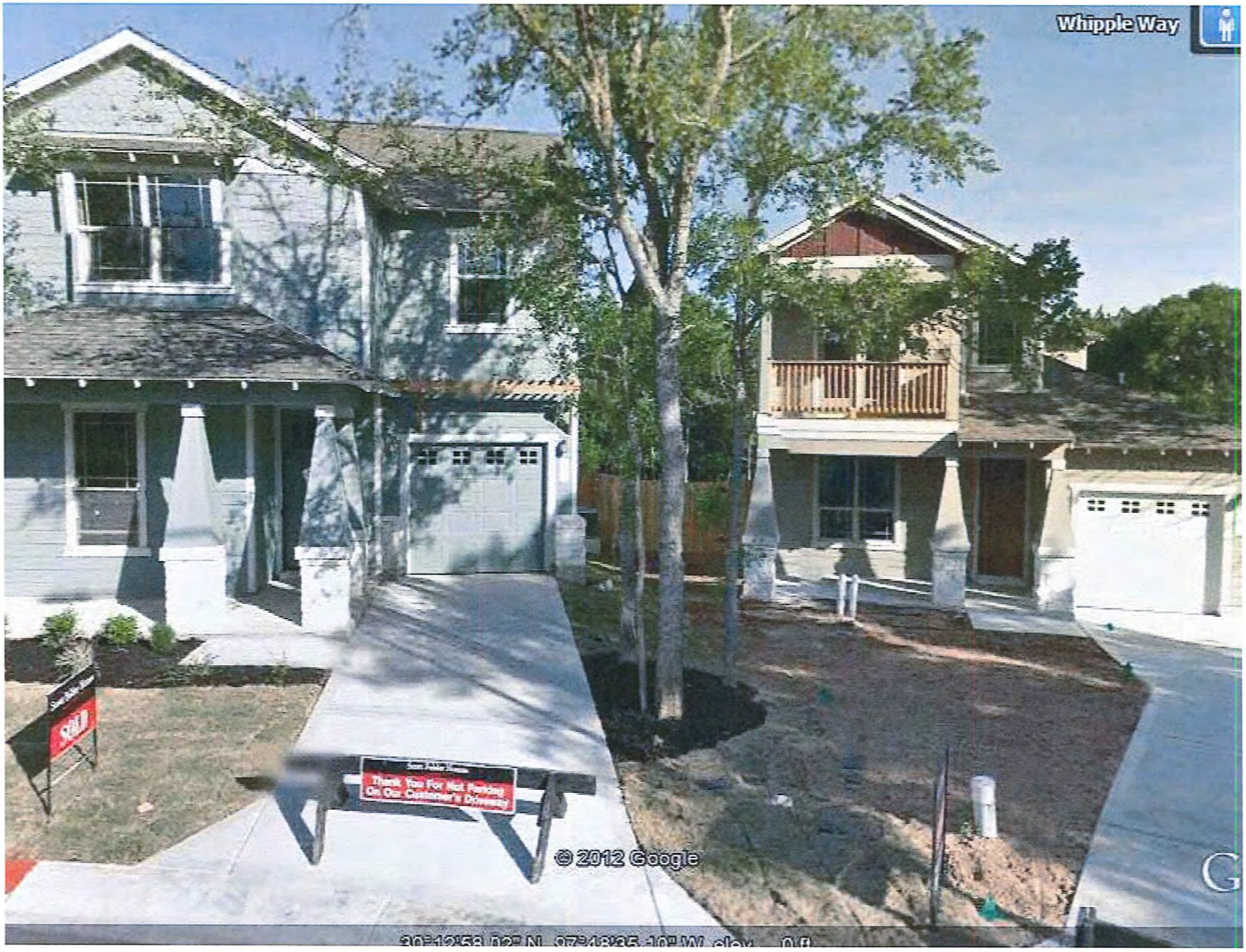
Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System NAD83 (HARN), Central Zone.

Surveyed under the direct supervision of the undersigned during May 2013:

Parker J. Graham
Registered Professional Land Surveyor No. 5556
BAKER-AICKLEN & ASSOCIATES, INC.
507 W. Liberty Ave.
Round Rock, Texas 78664
(512) 244-9620

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

Job No.: 2194-2-001
Filename:
K:\PROJECTS\2194-2-001_Village_at_Leander_Station_BA-Survey\METES AND BOUNDS\12.86 ACRE TRACT.DOC


Whipple Way
SOLD
Thank You For Not Parking
On Our Customer's Driveway
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Amur Drive
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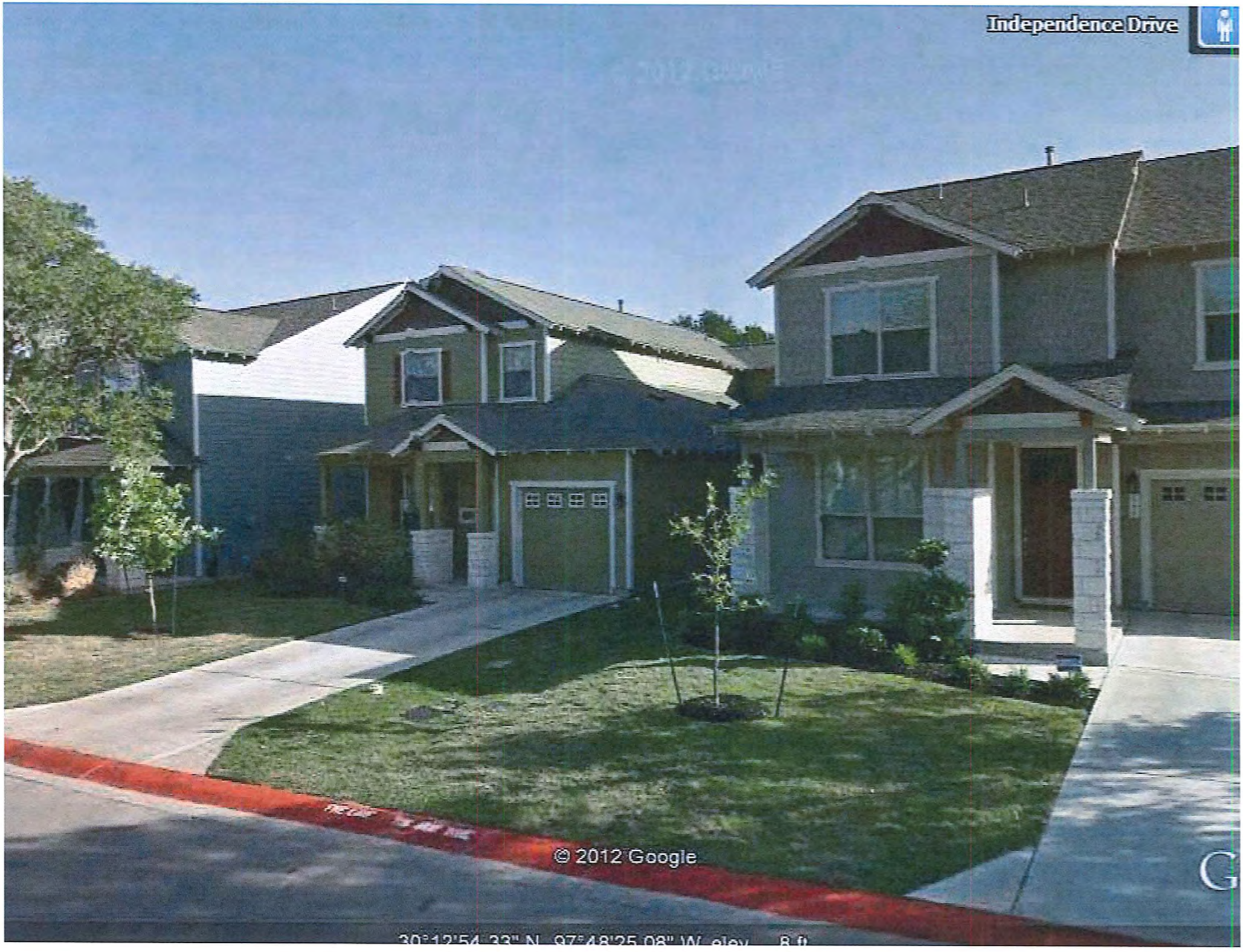
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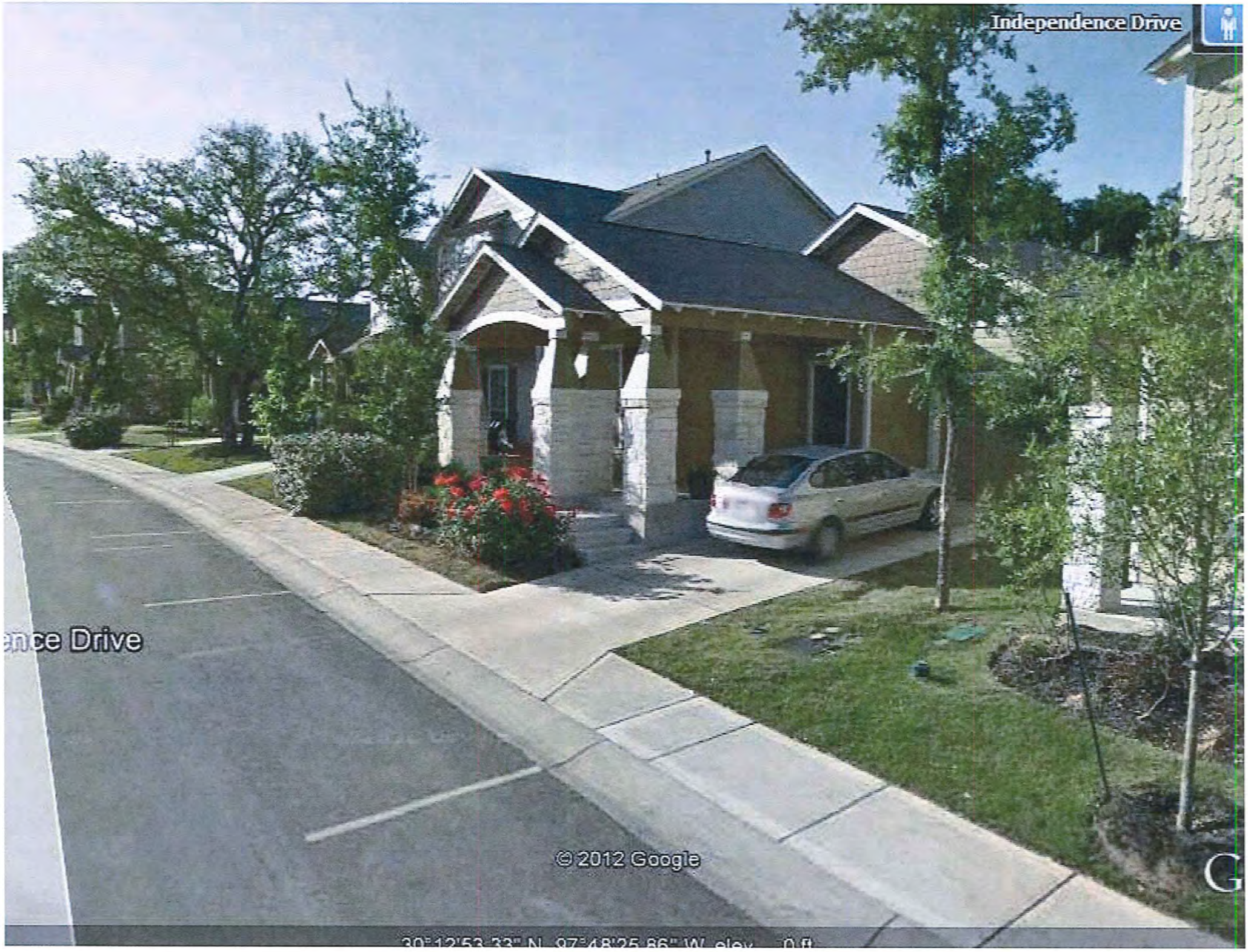
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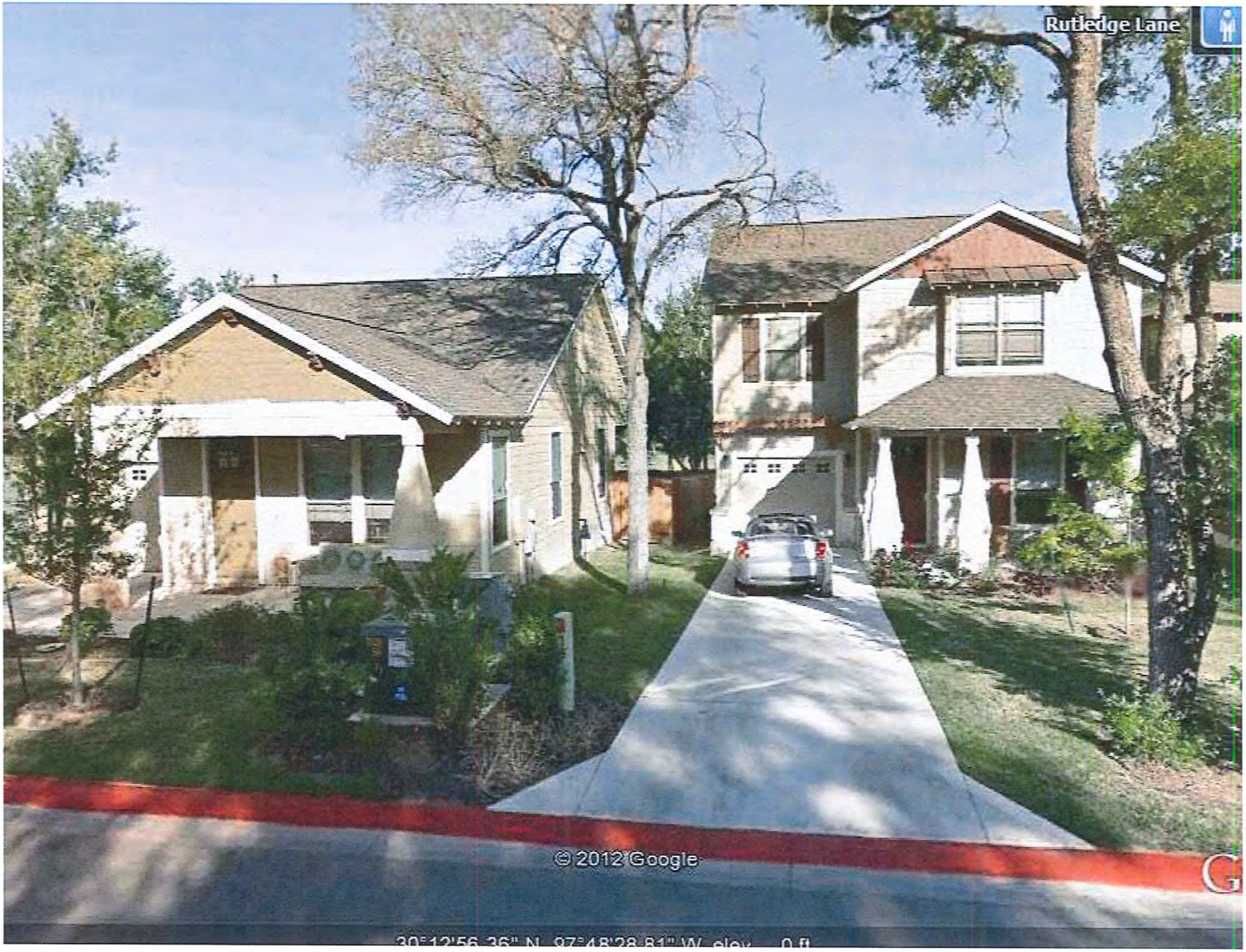
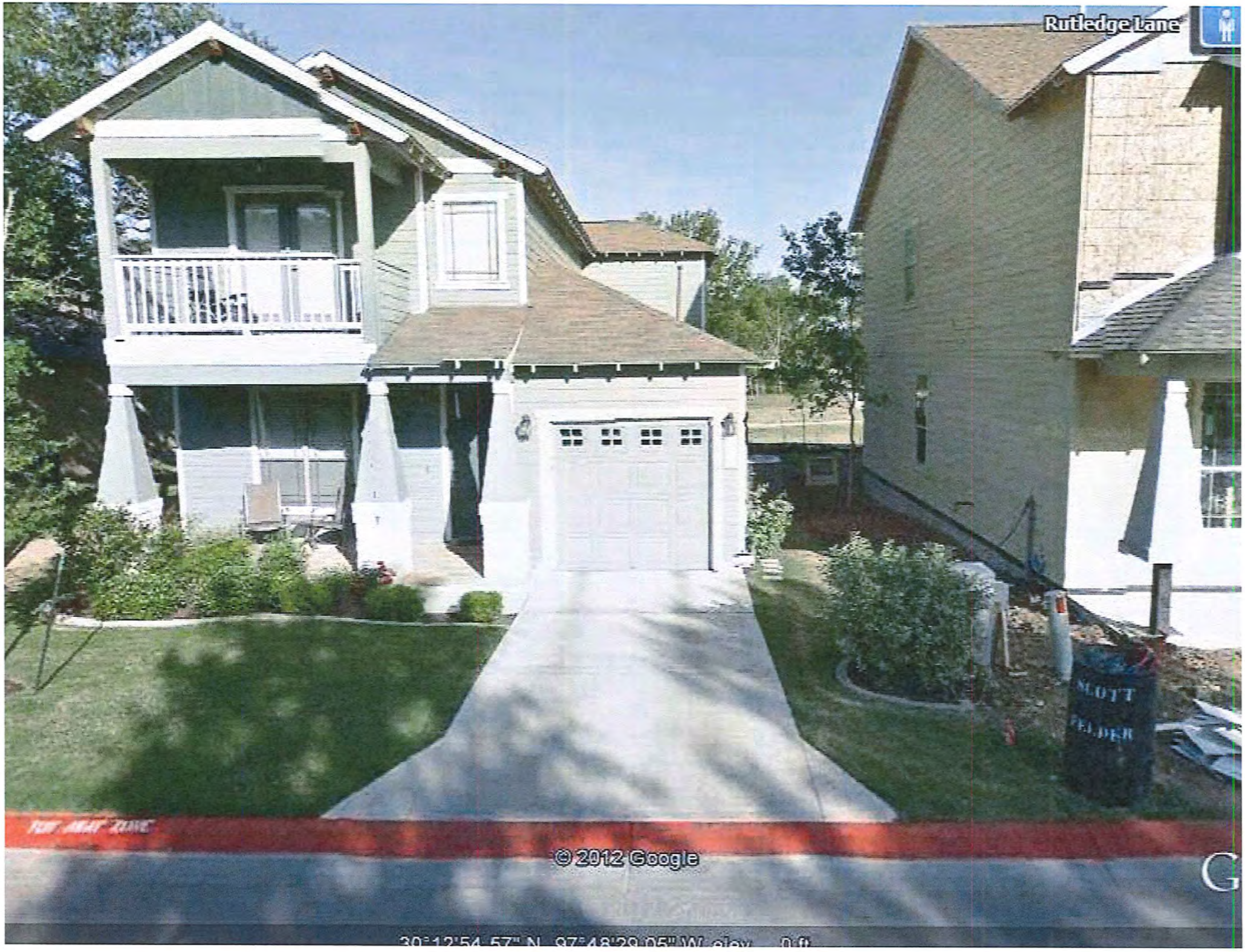

Rutledge Lane
© 2012 Google
30°12'56.36" N 97°48'28.81" W elev 0 ft


Rutledge Lane
© 2012 Google

Executive Summary

July 11, 2013

Agenda Subject:	Zoning Case #13-Z-014: Second reading and consider action on the rezoning of three parcels located at 10820 and 10824 E. Crystal Falls Parkway for 15.41 acres more or less; Parcels #R031227, R432781 and R051457. Currently, the property is zoned LC-1-B (Local Commercial), MF-2-B (Multi-Family), and SFC-2-B (Single Family Compact). The property is proposed to be zoned LC-1-C (Local Commercial) and SFC-2-B (Single Family Compact) Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: John Avery, Jr. on behalf of CWHS 272 LTD and CS Leander I, LTD.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request with the exception that the requested LC-1-C (Local Commercial) was changed to LC-1-B (Local Commercial) at the June 13, 2013 meeting. The City Council unanimously approved the Planning & Zoning Commission recommendation at the June 20, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Proposed Zoning Map 4. Aerial Map 5. Letter of Intent 6. Ordinance
Prepared By:	Tom Yantis, AICP Planning Director 06/21/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-014
10820 & 10824 E CRYSTAL FALLS PKWY
CRYSTAL SPRINGS II

GENERAL INFORMATION

Owner: CWHS 272 LTD
CS Leander I, Ltd.

Current Zoning: LC-1-B (Local Commercial)
MF-2-B (Multi-Family)
SFC-2-B (Single-Family Compact)

Proposed Zoning: LC-1-C (Local Commercial)
SFC-2-B (Single Family Compact)

Size and Location: The subject property is located at 10820 and 10824 E. Crystal Falls Parkway for 15.41 acres, more or less.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Interim SFS-2-B	Wiley Middle School
EAST	SFC-2-B SFU-2-B	Proposed Crystal Springs Neighborhood & Established Single-Family Residential (Cold Springs)
SOUTH	SFC-2-B SFU-2-B	Proposed Crystal Springs Neighborhood
WEST	Interim SFR-1-B Interim SFS-2-B	Undeveloped Single-Family Residential (recently annexed) Undeveloped Single-Family Residential (interim zoning)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

LC – LOCAL COMMERCIAL:

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SFC – SINGLE FAMILY COMPACT:

Features: 5,500 sq. ft. lot min.; 1,100 sq. ft. living area min.

Intent: Development of single-family detached dwellings on small lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with small lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods, and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres.

SITE COMPONENTS:

TYPE 1:

Features: Accessory buildings greater of 5% of primary building or 120 sq. ft.; 150% of standard landscaping; pedestrian scale signage and lighting; scale of buildings limited; mansion style multi-family; at least eighty-five percent (85%) of multi-family units are required to have at least one enclosed garage parking space; alley access to SFL and SFT; accessory dwellings for SFT and SFE.

Intent:

(1) The Type 1 site component is intended to be utilized typically for non-residential or multi-family developments that have frontage on a local residential street or residential collector street and are bounded by single-family development on at least one side. This component is also intended to be utilized for single-family and two-family residential lots backing up to or siding to a major thoroughfare.

(2) This component ensures that development will not have site intensive uses or large buildings and will ensure that development is designed to a form and scale that is compatible with residential neighborhoods.

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 35% of units with an enclosed garage parking space.

Intent:

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

ARCHITECTURAL COMPONENTS:

TYPE B:

Features: 85% masonry 1st floor, 50% overall; 4 or more architectural features.

Intent:

(1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
(4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

TYPE C (non-residential only):

Features: 35% masonry (60% street facing); 3 or more architectural features.

Intent:

(1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, LI and HI use components for intermediate quality development.
(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
(3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Plan for future development that is compatible with existing residential neighborhoods.

ANALYSIS:

The applicant is proposing a mixed development project including single-family and a small amount of local commercial. This project is a continuation of the proposed Crystal Springs Subdivision. The Planning & Zoning Commission reviewed the Crystal Springs zoning request at the April 11, 2013 Planning & Zoning Commission meeting and recommended approval of the request with an exception that the requested GC-3-C was changed to GC-2-A and the LC-1-C was changed to LC-1-B with a 6 to 1 vote. The City Council unanimously recommended approval of the Planning and Zoning Commission recommendation at the April 25, 2013 meeting.

The current MF-2-B (Multi-Family) zoning associated with the subject property was unanimously approved by the Planning & Zoning Commission on August 23, 2012 and by City Council on September 20, 2013. The current LC-1-B (Local Commercial) zoning was unanimously approved by the Planning & Commission at the July 24, 2008 and City Council at the August 21, 2008.

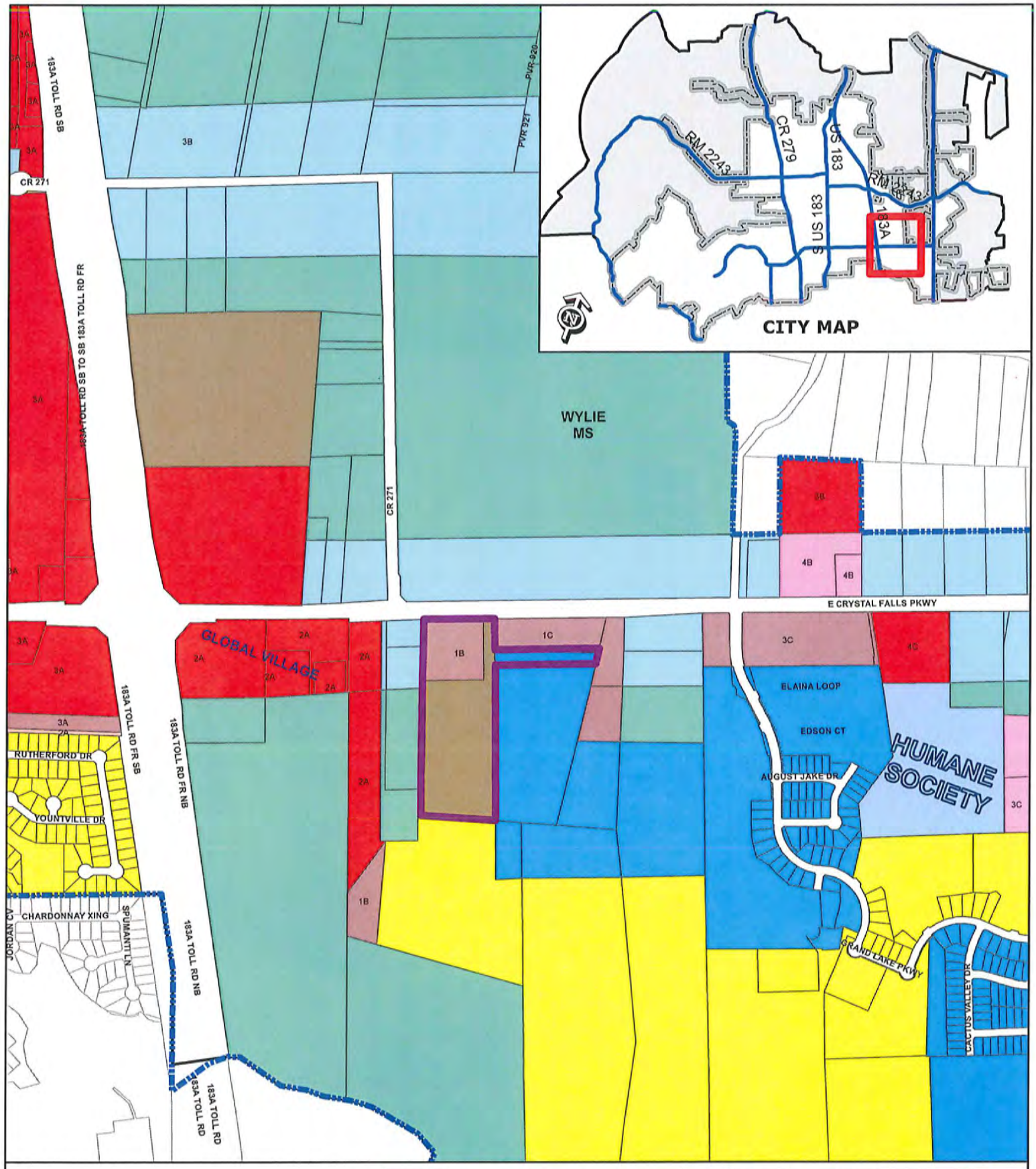
The LC (Local Commercial) use component allows for the development of small scale, limited impact commercial, retail, personal services, and office uses located in close proximity to their primary customers. The hours of operation are limited to 5:00 a.m. to 10:00 Sunday through Thursday and 5:00 a.m. to 11:00 p.m. Friday and Saturday. Access should be provided by a collector or higher classification street. In this situation, access will be provided to the site from E. Crystal Falls Parkway, an arterial street. The proposed location of the LC use component provides a transition between the proposed residential and E. Crystal Falls Parkway. The LC-2-B zoning that was established as part of the Crystal Springs zoning case was approved with the Type 2 site component and Type B architectural component.

The proposed Type 1 site component associated with the LC use component does not permit outdoor storage, outdoor display, drive-through service lanes, outdoor fuel sales, or overhead commercial service doors. Buildings shall be constructed to a residential scale and no first floor gross building area shall exceed 10,000 square feet and no building shall contain more than 20,000 gross square feet. A minimum of 150% of the standard landscape requirements for area and planting materials shall be provided.

The SFC (Single-Family Compact) use component will continue the existing residential zoning located to the east. This use component permits the following lot size minimums:

Use	Interior Lots			Corner Lots		
Component	Area	Width	Depth	Area	Width	Depth
SFC	5,500 sq. ft.	50'	105'	6,500 sq. ft.	60'	105'

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. A small portion of this property is located within a Town Center node at the intersection of US 183A and E. Crystal Falls Parkway. The Town Center node is approximately one-half mile in radius and encourages density and a mix of uses including apartments, condominiums, major commercial, major retail, office and employment centers. This node plan encourages densities at major intersections.



ZONING CASE 13-Z-014

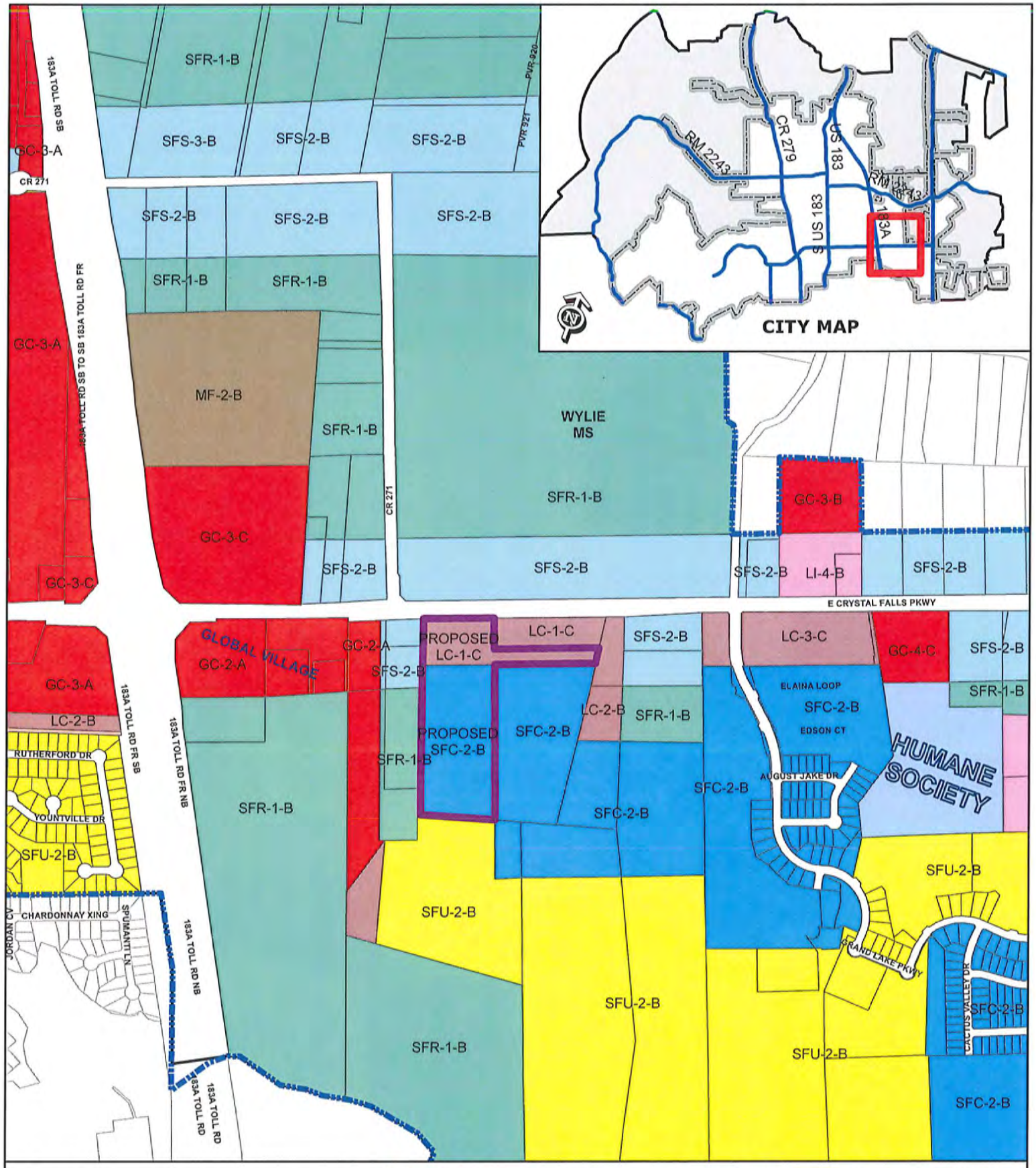
Attachment #2

Current Zoning Map
Crystal Springs II

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
City Limits

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

0 200 400
Feet



ZONING CASE 13-Z-014

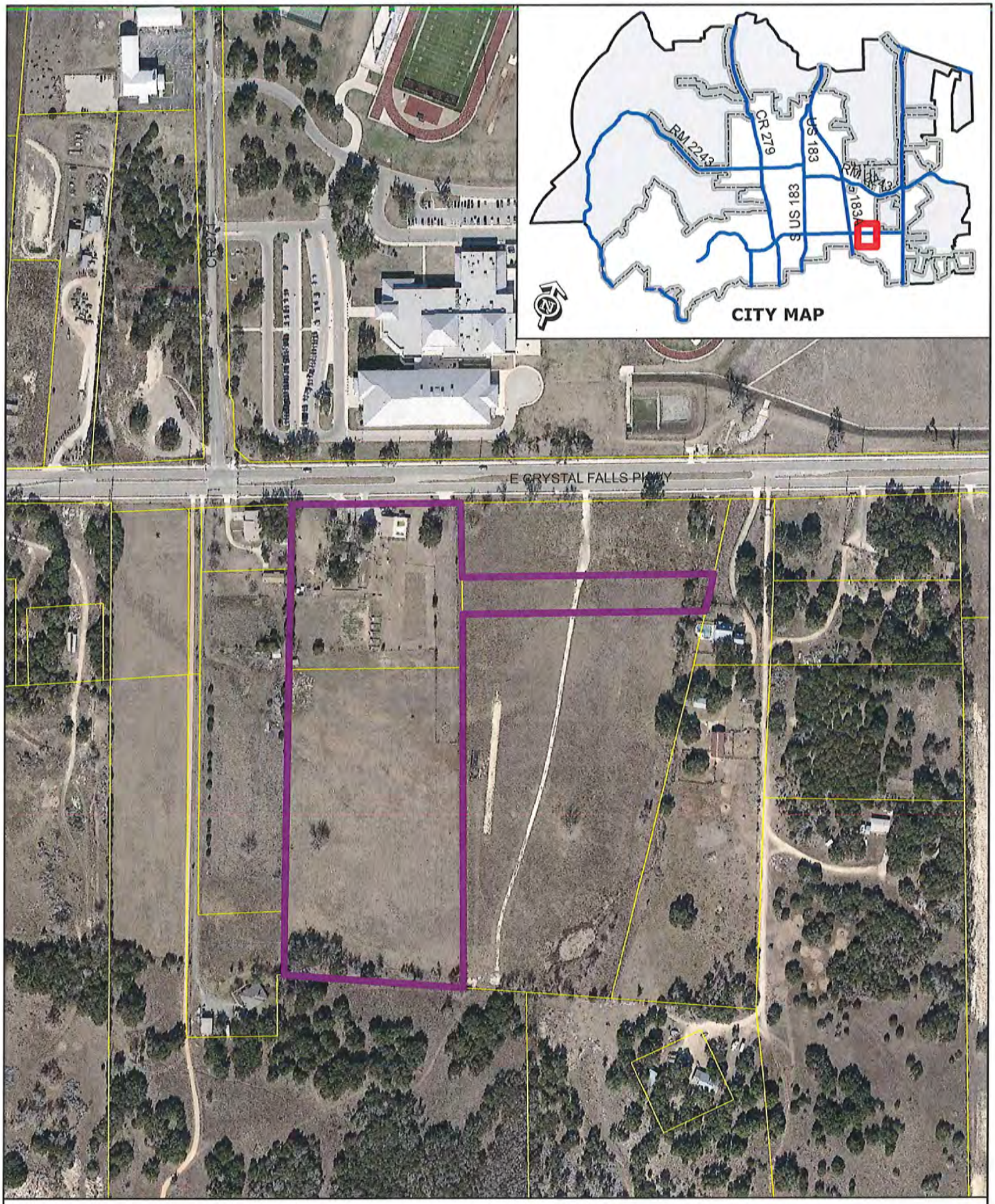
Attachment #3

Proposed Zoning Map
Crystal Springs II

Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

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

0 200 400
Feet



ZONING CASE 13-Z-014 Attachment #4

Aerial Exhibit - Approximate Boundaries
Crystal Springs II

Subject Property

0 200
Feet

ATTACHMENT #5

John Avery Jr
1508 South Lamar
Austin, TX
March 8, 2013

Robin Griffin
Planner
City of Leander
104 N. Brushy Street
Leander, TX 78646

RE: Crystal Springs - II – Zoning Application – Letter of Intent

Dear Ms. Griffin:

This 'Letter of Intent' is in regards to the 15.41 acres located at 10824 E. Crystal Falls Pkwy and 10820 E. Crystal Falls Pkwy, more accurately depicted on the enclosed maps.

In January of 2013 CS Leander I, Ltd. purchased the 17.26 Acre Asbery Property located at 10824 E. Crystal Falls Pkwy. CS Leander recently completed a zoning change on the southern most portion of the Asbery Property, rezoning it from LI to SFC-2B. CS Leander has acquired the right to purchase the property to the west of the Asbery Property, owned by CWHS 272, LTD. and currently zoned MF. It is CS Leander's desire to rezone the majority of property to SFC-2B to match the zoning on the Asbery Property and bring it into development with the Crystal Springs Master Plan.

In addition to the SFC-2B request, CS Leander is requesting that the depth of the zoning across the frontage of Crystal Falls Pkwy. on the Asbery and CWHS 272 properties be made a consistent 300' deep and rezoned to LC-1C, consistent with neighboring zoning.

We look forward to working with the City of Leander Staff, Planning and Zoning Commission, and the City Council on this application.

If I can answer any questions or be of any assistance please do not hesitate to contact me.

Sincerely,

John Avery, Jr.

ORDINANCE NO

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE PARCELS OF LAND FROM LC-1-B (LOCAL COMMERCIAL), MF-2-B (MULTI-FAMILY), AND SFC-2-B (SINGLE-FAMILY COMPACT) TO LC-1-B (LOCAL COMMERCIAL) AND SFC-2-B (SINGLE-FAMILY COMPACT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 15.41 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 10820 and 10824 E. Crystal Falls Parkway, Leander, Texas, legally described as 15.41 acres out of the W. Campbell Survey, more particularly described in Document Numbers 2007080201 and 2013010436, Official Public Records of Williamson County, Texas, and identified by tax identification number R031227, R432781, and R051457.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from LC-1-B (Local Commercial), MF-2-B (Multi-Family, and SFC-2-B (Single-Family Compact) to LC-1-B (Local Commercial) and SFC-2-B (Single-Family Compact).

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

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

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

PASSED AND APPROVED on First Reading this the 20th day of June, 2013.
FINALLY PASSED AND APPROVED on this the 11th day of July, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

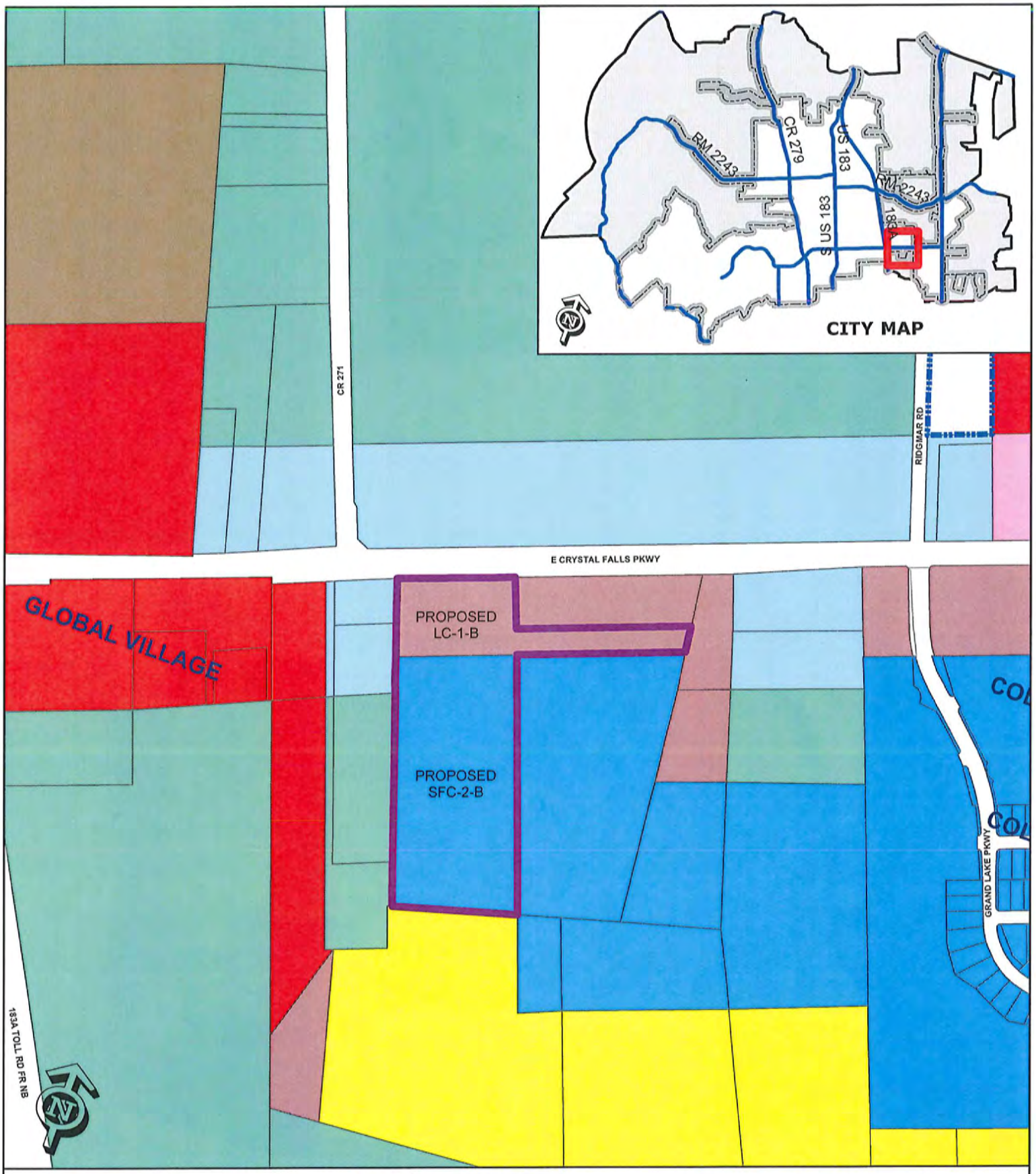


EXHIBIT A

Zoning Case 13-Z-014

Crystal Springs II

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
City Limits

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

0 200 Feet

Executive Summary

July 11, 2013

Agenda Subject:	Zoning Case #13-Z-017: Second reading and consider action on the rezoning of a parcel located at Lot 22, Blk, B Leander Heights, Sec. 2, 503 Horseshoe Dr. for 1.65 acres more or less; Parcel #R036483. Currently, the property is zoned SFU/MH-2-B (Single Family Urban/Manufactured Homes). The property is proposed to be zoned TF-2-B (Two-Family), Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: Gary Eli Jones, P.E. on behalf of Ricky Shipman.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the June 13, 2013. The City Council unanimously approved the Planning & Zoning Commission recommendation at the June 20, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Ordinance
Prepared By:	Ton Yantis, AICP Planning Director 06/21/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-017
503 HORSESHOE DRIVE

GENERAL INFORMATION

Owner: Ricky Shipman

Current Zoning: SFU/MH-2-B (Single Family Urban/Manufactured Homes)

Proposed Zoning: TF-2-B (Two-Family)

Size and Location: The subject property is located at 503 Horseshoe Drive for 1.65 acres more or less

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	TF-2-B	Established Single-Family (Manufactured Home)
EAST	TF-2-B	Undeveloped Land
SOUTH	SFU/MH-2-B	Established Single-Family (Manufactured Home)
WEST	SFU/MH-2-B	Established Single-Family (Manufactured Home)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

TF – TWO-FAMILY:

Features: 9,000 sq. ft. lot min.; 1,200 sq. ft. for s.f. home, 900 sq. ft. per unit for 2 - family.

Intent: Development of two-family dwelling structures on intermediate sized lots and for other uses that are compatible and complimentary to intermediate sized lots and two-family dwellings. Such components are generally intended to provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses and to create more variety in housing opportunities and in the fabric of the neighborhoods. The goal is to avoid more than ten acres of contiguous land having a two-family component. This component should include or be located within six hundred feet of parkland or other recreational open space. To avoid street congestion due to additional on-street parking, access to lots shall be provided by a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless lots average at least one hundred feet in width or unless garage access is from an alley.

SITE COMPONENTS:

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 35% of units with an enclosed garage parking space.

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

ARCHITECTURAL COMPONENTS:

TYPE B:

Features: 85% masonry 1st floor, 50% overall; 4 or more architectural features.

Intent:

(1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.

(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.

(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.

(4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.

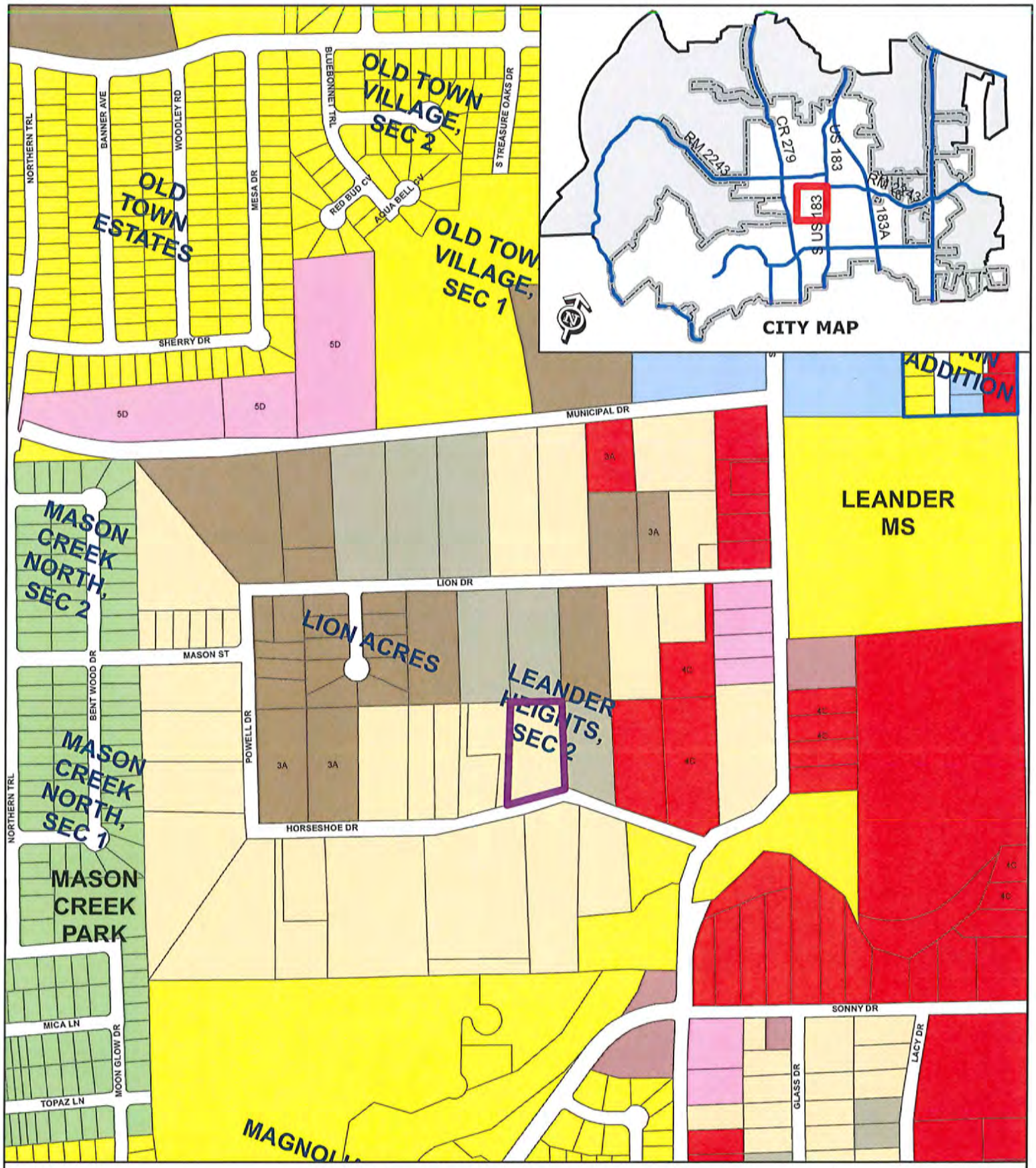
ANALYSIS:

The applicant is requesting the TF-2-B (Two Family) zoning district in order to develop the property for residential use. The applicant also owns the adjacent property to the east that is currently zoned TF-2-B.

The TF use component allows for the development of two-family dwelling structures on intermediate sized lots. The intent is to provide for a variety of housing opportunities within the fabric of the neighborhoods.

The goal is to avoid more than ten acres of contiguous land having a two-family component. This component should include or be located within six hundred feet of parkland or other recreational open space. In this situation, the property is located within six hundred feet of the Leander Middle School football field and the proposed Mason Creek Trail Corridor.

To avoid street congestion due to additional on-street parking, access to lots shall be provided by a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless lots average at least one hundred feet in width or unless garage access is from an alley. The preliminary lot layout provides lots that are greater than one hundred feet in width.



ZONING CASE 13-Z-017

Attachment #2

Current Zoning Map
503 Horseshoe Drive

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
City Limits

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

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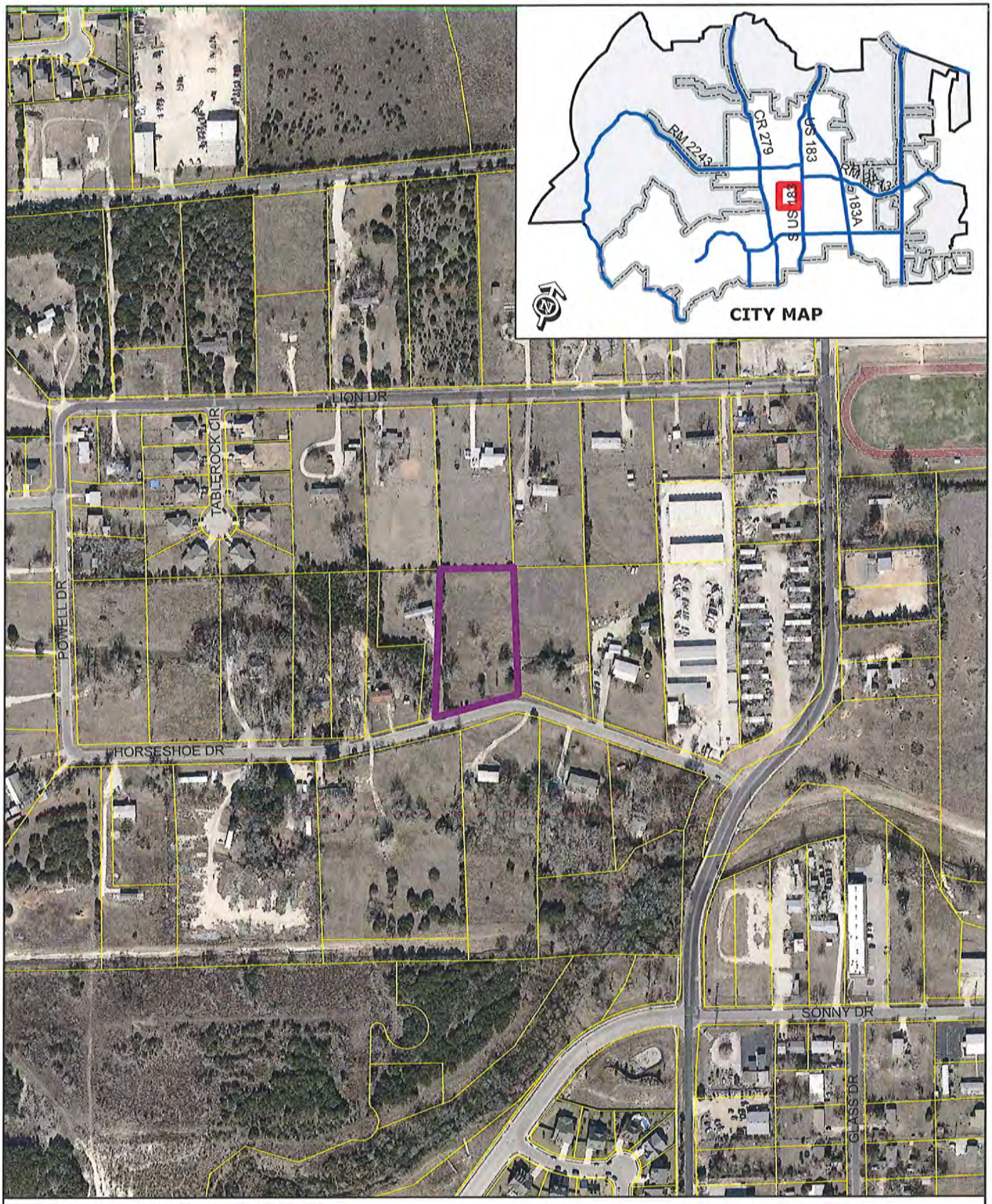
Feet



ZONING CASE 13-Z-017 Attachment #3

Aerial Exhibit - Approximate Boundaries
503 Horseshoe Drive

Subject Property

0 200
Feet

ATTACHMENT #4

Firm # 10967

CAR TEX ENGINEERING SERVICES, INC.

April 23, 2013

City of Leander Planning Dept
104 North Brushy Street
Leander, TX 78646

Re: Zoning Change Submittal
503 Horseshoe

Transmitted herewith is the Zoning Change application and checklist for 503 Horseshoe Drive. On behalf of the Owner, we are requesting the property be rezoned from SF-2-B to TF-2-B which is consistent with the zoning on the Owner's adjacent property located just to the East on Horseshoe Dr.

If there are any questions, please do not hesitate to contact my office.

Sincerely,

Gary Eli Jones, P.E.
CarTex Engineering Services, Inc.

512-918-0819 700 Theresa Cove, Cedar Park, Texas 78613 Fax - 512-532-0560
gejTexas@gmail.com

ORDINANCE NO

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SFU/MH-2-B (SINGLE-FAMILY URBAN/MANUFACTURED HOME) TO TF-2-B (TWO FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 1.65 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 503 Horseshoe Drive, Leander, Texas, legally described as Lot 22, Block B, Leander Heights Section 2, more particularly described in Document Number 2013000452, Official Public Records of Williamson County, Texas, and identified by tax identification number R036483.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU/MH-2-B (Single-Family Urban/Manufactured Home) to TF-2-B (Two Family).

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

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof

ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

PASSED AND APPROVED on First Reading this the 20th day of June, 2013.
FINALLY PASSED AND APPROVED on this the 11th day of July, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

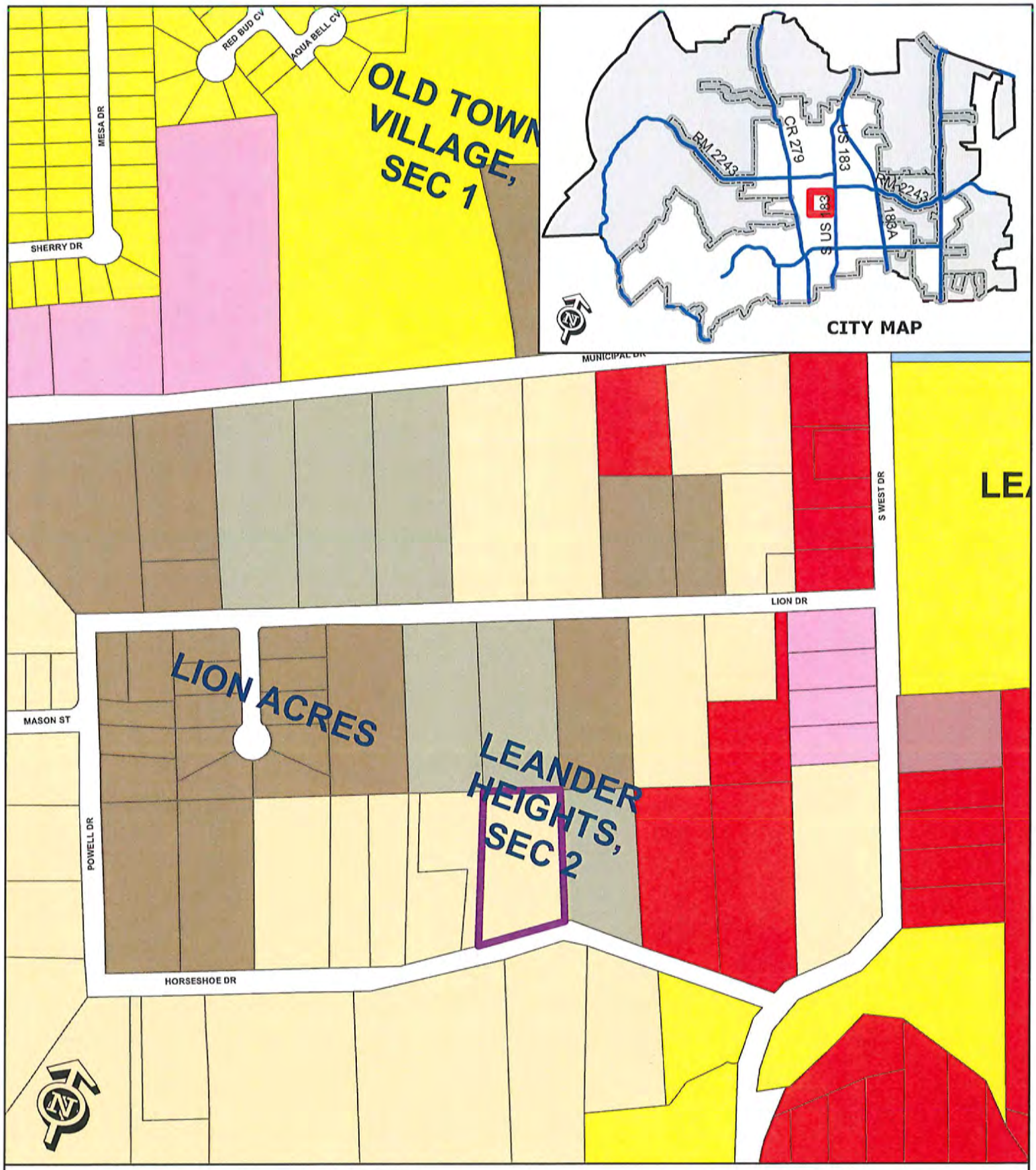


EXHIBIT A

Zoning Case 13-Z-017

503 Horseshoe Drive

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
City Limits

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

0 200 Feet

AGENDA ITEM # 9

Executive Summary

July 11, 2013

Council Agenda Subject: Consideration of Award of Construction Contract for the City of Leander Hybrid Pedestrian Beacon Project

Background: Bids were received and opened on Thursday, June 20, 2013, for the City of Leander Hybrid Pedestrian Beacon Project. Two bids were received and are attached, herein. G. Carter Construction Company, Inc., is the low bidder for both the Base Bid at $144,942.25 and the Alternate Bid at $87,992.25. The purpose of the project is to install a pedestrian initiated, signalized pedestrian crossing and associated sidewalks, curb ramps, signage, pavement markings, etc., for Bagdad Road located approximately 160 feet north of the Leander High School bus entrance/exit. Upon completion, the project will provide an opportunity for safe, mid-block pedestrian crossings of Bagdad Road between Osage Drive and Kettering Drive. LISD and the City are participating in the costs of the project as per the terms of the attached Interlocal Agreement approved City Council on January 3, 2013. LISD's contribution to the project is expected to be $44,000.00. The Leander Public Works Department will construct the sidewalks, curb ramps, drainage structures, etc.; while G. Carter Construction Company, Inc., will construct the mast foundations, masts, mast arms, signal heads (beacons), traffic control cabinets, and appurtenances as defined in the Alternate Bid. The project is anticipated to be completed by the start of school on August 26, 2013, pending weather conditions. Masts and mast arms have the longest lead time, but have already been ordered by G. Carter Construction Company, Inc., with delivery expect on or before August 1, 2013. We commend and greatly appreciate G. Carter Construction Company, Inc., for their actions in facilitating the anticipated completion of this project by the beginning of the school year by taking the risk of ordering the long lead time project components prior to contract award.

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

Financial Consideration: $87,992.25 from GL# 01-21-8338 for the Alternate Bid, an estimated $15,000 in out-of- pocket costs by Public Works Department, unspecified force account labor costs within the Public Works Department, and a partnership contribution of $44,000.00 by LISD.

Recommendation: Staff recommends award of the construction contract for the Alternate Bid for the City of Leander Hybrid Pedestrian Beacon Project to G. Carter Construction Company, Inc., in the amount of $87,992.25

Attachments: Bid Proposals and Leander/LISD Interlocal Agreement

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

REPLACEMENT BID FORM

City of Leander Pedestrian Hybrid Beacon

TABLE OF ARTICLES

	Page
Article 1 – Bid Recipient	2
Article 2 – Bidder's Acknowledgements	2
Article 3 – Bidder's Representations	2
Article 4 – Further Representations	3
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	8
Article 7 – Attachments To This Bid	8
Article 8 – Defined Terms	8
Article 9 – Bid Submittal	8

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Leander; Attn: Wayne S. Watts, P.E., CFM; 200 W. Willis; Leander, Texas 78641

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	6-18-13

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

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

D. ~~Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Supplementary Conditions 4.02.~~

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

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

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Either Base Bid or Alternate Bid may be used in awarding the Contract.

5.02 Base Bid - Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

Item ID	Description	Unit	Quantity	Bid Unit Price	Bid Price
110	EXCAVATION	CY	300	$ 30.00	$ 9,000.00

420	CONCRETE STRUCTURES	EA	1	$ 14,000.00	$ 14,000.00
464	REINFORCED CONCRETE PIPE	LF	16	$ 250.00	$ 4,000.00
467	SAFETY END TREATMENT	EA	2	$ 1,500.00	$ 3,000.00
**	CONC CURB 18" X 6"	LF	145	$ 30.00	$ 4,350.00
531	CURB RAMPS (TY 1)	EA	2	$ 1800.00	$ 3,600.00
531	CONC SIDEWALK (5")	SY	11	$ 250.00	$ 2,750.00
540	MTL W-BEAM GD FEN (TIM POST)	LF	25	$ 70.00	$ 1,750.00
544	GUARDRAIL END TREATMENTS	EA	2	$ 4,500.00	$ 9,000.00
416	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	22.6	$ 200.00	$ 4,520.00
500	MOBILIZATION	LS	1	$ 12,000.00	$ 12,000.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 3,500.00	$ 3,500.00
618	CONDT (PVC) (SCHD 80) (2")	LF	125	$ 10.00	$ 1,250.00
618	CONDT (PVC) (SCHD 80) (4")	LF	110	$ 15.00	$ 1,650.00
618	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	90	$ 50.00	$ 4,500.00
620	ELEC CONDR (NO.6) BARE	LF	25	$ 1.35	$ 33.75
620	ELEC CONDR (NO.6) INSULATED	LF	50	$ 2.00	$ 100.00
620	ELEC CONDR (NO.8) BARE	LF	200	$ 1.20	$ 240.00
624	GROUND BOX TY D (162922) W/APRON	EA	3	$ 850.00	$ 2,550.00
628	ELC SRVTY D 120/240 060 (NS)SS(N) PS(U)	EA	1	$ 5,000.00	$ 5,000.00
644	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	6	$ 825.00	$ 4,950.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	185	$ 15.00	$ 2,775.00

666	REFL PAV MRK TY I (Y)4" (SLD)(100MIL)	LF	375	$ 3.50	$ 1,312.50
672	REFL PAV MRKR TY II - A – A	EA	24	$ 25.00	$ 600.00
677	ELIM EXT PAV MRKG & MRKS (4IN)	LF	300	$ 4.00	$ 1,200.00
678	PAV SURF PREP FOR MRK (4")	LF	375	$ 1.00	$ 375.00
678	PAV SURF PREP FOR MRK (24")	LF	185	$ 4.00	$ 740.00
680	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 5,000.00	$ 5,000.00
**	REGULATORY SIGN PANEL (R10-23)	EA	2	$ 400.00	$ 800.00
**	WARNING SIGN PANEL (W11-2) ON MAST ARM	EA	2	$ 400.00	$ 800.00
**	TRAFFIC SIGNAL CONTROLLER/CABINET	EA	1	$ 13,500.00	$ 13,500.00
**	TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	1	$ 1,850.00	$ 1,850.00
**	WIND DAMPNER	EA	2	$ 300.00	$ 600.00
682	BACK PLATE (12IN) (1 SEC)	EA	12	$ 80.00	$ 960.00
682	VEH SIG SEC (12 IN) LED (YEL)	EA	4	$ 313.00	$ 1,252.00
682	VEH SIG SEC (12 IN) LED (RED)	EA	8	$ 302.00	$ 2,416.00
684	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	LF	104	$ 2.00	$ 208.00
684	TRF SIG CBL (TY A) (14AWG) (5 CONDR)	LF	20	$ 3.00	$ 60.00
684	TRF SIG CBL (TYA) (14 AWG) (16 CONDR)	LF	200	$ 5.00	$ 1,000.00
686	INS TRF SIG PL AM (S) 1 ARM (32")	EA	2	$ 5,875.00	$ 11,750.00
8260	LED COUNTDOWN PEDESTRIAN MODULE	EA	2	$ 750.00	$ 1,500.00
8703	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	2	$ 2,250.00	$ 4,500.00
TOTAL	**BASE BID**	$ 144,942.25			

ALTERNATE BID

Item ID	Description	Unit	Quantity	Bid Unit Price	Bid Price
416	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	22.6	$ 200.00	$ 4,520.00
500	MOBILIZATION	LS	1	$ 6,500.00	$ 6,500.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 3,500.00	$ 3,500.00
618	CONDT (PVC) (SCHD 80) (2")	LF	125	$ 10.00	$ 1,250.00
618	CONDT (PVC) (SCHD 80) (4")	LF	110	$ 15.00	$ 1,650.00
618	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	90	$ 50.00	$ 4,500.00
620	ELEC CONDR (NO.6) BARE	LF	25	$ 1.35	$ 33.75
620	ELEC CONDR (NO.6) INSULATED	LF	50	$ 2.00	$ 100.00
620	ELEC CONDR (NO.8) BARE	LF	200	$ 1.20	$ 240.00
624	GROUND BOX TY D (162922) W/APRON	EA	3	$ 850.00	$ 2,550.00
628	ELC SRVTY D 120/240 060 (NS)SS(N) PS(U)	EA	1	$ 5,000.00	$ 5,000.00
644	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	6	$ 825.00	$ 4,950.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	185	$ 15.00	$ 2,775.00
666	REFL PAV MRK TY I (Y)4" (SLD)(100MIL)	LF	375	$ 3.50	$ 1,312.50
672	REFL PAV MRKR TY II - A – A	EA	24	$ 25.00	$ 600.00
677	ELIM EXT PAV MRKG & MRKS (4IN)	LF	300	$ 4.00	$ 1,200.00
678	PAV SURF PREP FOR MRK (4")	LF	375	$ 1.00	$ 375.00
678	PAV SURF PREP FOR MRK (24")	LF	185	$ 4.00	$ 740.00
680	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 5,000.00	$ 5,000.00

**	REGULATORY SIGN PANEL (R10-23)	EA	2	$ 400.00	$ 800.00
**	WARNING SIGN PANEL (W11-2) ON MAST ARM	EA	2	$ 400.00	$ 800.00
**	TRAFFIC SIGNAL CONTROLLER/CABINET	EA	1	$ 13,500.00	$ 13,500.00
**	TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	1	$ 1,850.00	$ 1,850.00
**	WIND DAMPNER	EA	2	$ 300.00	$ 600.00
682	BACK PLATE (12IN) (1 SEC)	EA	12	$ 80.00	$ 960.00
682	VEH SIG SEC (12 IN) LED (YEL)	EA	4	$ 313.00	$ 1,252.00
682	VEH SIG SEC (12 IN) LED (RED)	EA	8	$ 302.00	$ 2,416.00
684	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	LF	104	$ 2.00	$ 208.00
684	TRF SIG CBL (TY A) (14AWG) (5 CONDR)	LF	20	$ 3.00	$ 60.00
684	TRF SIG CBL (TYA) (14 AWG) (16 CONDR)	LF	200	$ 5.00	$ 1,000.00
686	INS TRF SIG PL AM (S) 1 ARM (32")	EA	2	$ 5,875.00	$ 11,750.00
8260	LED COUNTDOWN PEDESTRIAN MODULE	EA	2	$ 750.00	$ 1,500.00
8703	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	2	$ 2,250.00	$ 4,500.00
TOTAL	ALTERNATE BID	$ 87,992.25			

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraphs 14.04 and 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid security;

B. Bidder qualifications as required in the Instruction to Bidders;

C. complete responses to information required in Bid;

D. the entire Bid with all blanks filled in completely.

ARTICLE 8 – DEFINED TERMS

8.01 Not Used.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

Bidder (typed or printed): G. Carter Construction Co., Inc.

By: _____ *(Authorized Signature)*

Title: Vice President

Date: 6-20-13

Business Address: 805 North Bell Blvd Cedar Park, TX 78613

Telephone Number: (512) 258-1025

Fax Number: (512) 258-1026

REPLACEMENT BID FORM

City of Leander Pedestrian Hybrid Beacon

TABLE OF ARTICLES

	Page
Article 1 – Bid Recipient	2
Article 2 – Bidder's Acknowledgements	2
Article 3 – Bidder's Representations	2
Article 4 – Further Representations	3
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	8
Article 7 – Attachments To This Bid	8
Article 8 – Defined Terms	8
Article 9 – Bid Submittal	8

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Leander; Attn: Wayne S. Watts, P.E., CFM; 200 W. Willis; Leander, Texas 78641

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	6-18-13

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

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

D. ~~Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Supplementary Conditions 4.02.~~

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

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

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Either Base Bid or Alternate Bid may be used in awarding the Contract.

5.02 Base Bid - Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

Item ID	Description	Unit	Quantity	Bid Unit Price	Bid Price
110	EXCAVATION	CY	300	$ 31.00	$ 9300.00

420	CONCRETE STRUCTURES	EA	1	$ 14140.00	$ 14140.00
464	REINFORCED CONCRETE PIPE	LF	16	$ 226.00	$ 3616.00
467	SAFETY END TREATMENT	EA	2	$ 1400.00	$ 2800.00
**	CONC CURB 18" X 6"	LF	145	$ 28.00	$ 4060.00
531	CURB RAMPS (TY 1)	EA	2	$ 1965.00	$ 3930.00
531	CONC SIDEWALK (5")	SY	11	$ 241.00	$ 2651.00
540	MTL W-BEAM GD FEN (TIM POST)	LF	25	$ 73.00	$ 1825.00
544	GUARDRAIL END TREATMENTS	EA	2	$ 4950.00	$ 9900.00
416	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	22.6	$ 250.00	$ 5650.00
500	MOBILIZATION	LS	1	$ 14000.00	$ 14000.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 5000.00	$ 5000.00
618	CONDT (PVC) (SCHD 80) (2")	LF	125	$ 20.00	$ 2500.00
618	CONDT (PVC) (SCHD 80) (4")	LF	110	$ 25.00	$ 2750.00
618	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	90	$ 60.00	$ 5400.00
620	ELEC CONDR (NO.6) BARE	LF	25	$ 2.00	$ 50.00
620	ELEC CONDR (NO.6) INSULATED	LF	50	$ 3.00	$ 150.00
620	ELEC CONDR (NO.8) BARE	LF	200	$ 15.00	$ 3000.00
624	GROUND BOX TY D (162922) W/APRON	EA	3	$ 1100.00	$ 3300.00
628	ELC SRVTY D 120/240 060 (NS)SS(N) PS(U)	EA	1	$ 4200.00	$ 4200.00
644	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	6	$ 900.00	$ 5400.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	185	$ 12.00	$ 2220.00

666	REFL PAV MRK TY I (Y)4" (SLD)(100MIL)	LF	375	$ 3.00	$ 1125.00
672	REFL PAV MRKR TY II - A -- A	EA	24	$ 10.00	$ 240.00
677	ELIM EXT PAV MRKG & MRKS (4IN)	LF	300	$ 2.14	$ 642.00
678	PAV SURF PREP FOR MRK (4")	LF	375	$ 0.55	$ 206.25
678	PAV SURF PREP FOR MRK (24")	LF	185	$ 3.00	$ 555.00
680	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 17500.00	$ 17500.00
**	REGULATORY SIGN PANEL (R10-23)	EA	2	$ 195.00	$ 390.00
**	WARNING SIGN PANEL (W11-2) ON MAST ARM	EA	2	$ 300.00	$ 600.00
**	TRAFFIC SIGNAL CONTROLLER/CABINET	EA	1	$ 1200.00	$ 1200.00
**	TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	1	$ 1600.00	$ 1600.00
**	WIND DAMPNER	EA	2	$ 230.00	$ 460.00
682	BACK PLATE (12IN) (1 SEC)	EA	12	$ 68.00	$ 816.00
682	VEH SIG SEC (12 IN) LED (YEL)	EA	4	$ 338.00	$ 1352.00
682	VEH SIG SEC (12 IN) LED (RED)	EA	8	$ 322.00	$ 2576.00
684	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	LF	104	$ 1.00	$ 104.00
684	TRF SIG CBL (TY A) (14AWG) (5 CONDR)	LF	20	$ 1.50	$ 30.00
684	TRF SIG CBL (TYA) (14 AWG) (16 CONDR)	LF	200	$ 2.00	$ 400.00
686	INS TRF SIG PL AM (S) 1 ARM (32")	EA	2	$ 4700.00	$ 9400.00
8260	LED COUNTDOWN PEDESTRIAN MODULE	EA	2	$ 600.00	$ 1200.00
8703	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	2	$ 2300.00	$ 4600.00
TOTAL	**BASE BID**	$		150 838.25	

ALTERNATE BID

Item ID	Description	Unit	Quantity	Bid Unit Price	Bid Price
416	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	22.6	$ 250.00	$ 5650.00
500	MOBILIZATION	LS	1	$ 10000.00	$ 10000.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 5000.00	$ 5000.00
618	CONDT (PVC) (SCHD 80) (2")	LF	125	$ 20.00	$ 2500.00
618	CONDT (PVC) (SCHD 80) (4")	LF	110	$ 25.00	$ 2750.00
618	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	90	$ 60.00	$ 5400.00
620	ELEC CONDR (NO.6) BARE	LF	25	$ 2.00	$ 50.00
620	ELEC CONDR (NO.6) INSULATED	LF	50	$ 3.00	$ 150.00
620	ELEC CONDR (NO.8) BARE	LF	200	$ 15.00	$ 3000.00
624	GROUND BOX TY D (162922) W/APRON	EA	3	$ 1100.00	$ 3300.00
628	ELC SRVTY D 120/240 060 (NS)SS(N) PS(U)	EA	1	$ 4200.00	$ 4200.00
644	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	6	$ 900.00	$ 5400.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	185	$ 12.00	$ 2220.00
666	REFL PAV MRK TY I (Y)4" (SLD)(100MIL)	LF	375	$ 3.00	$ 1125.00
672	REFL PAV MRKR TY II - A – A	EA	24	$ 10.00	$ 240.00
677	ELIM EXT PAV MRKG & MRKS (4IN)	LF	300	$ 2.14	$ 642.00
678	PAV SURF PREP FOR MRK (4")	LF	375	$ 0.55	$ 206.25
678	PAV SURF PREP FOR MRK (24")	LF	185	$ 3.00	$ 555.00
680	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 17500.00	$ 17500.00

**	REGULATORY SIGN PANEL (R10-23)	EA	2	$ 195.00	$ 390.00
**	WARNING SIGN PANEL (W11-2) ON MAST ARM	EA	2	$ 300.00	$ 600.00
**	TRAFFIC SIGNAL CONTROLLER/CABINET	EA	1	$ 1200.00	$ 1200.00
**	TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	1	$ 1600.00	$ 1600.00
**	WIND DAMPNER	EA	2	$ 230.00	$ 460.00
682	BACK PLATE (12IN) (1 SEC)	EA	12	$ 68.00	$ 816.00
682	VEH SIG SEC (12 IN) LED (YEL)	EA	4	$ 338.00	$ 1352.00
682	VEH SIG SEC (12 IN) LED (RED)	EA	8	$ 322.00	$ 2576.00
684	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	LF	104	$ 1.00	$ 104.00
684	TRF SIG CBL (TY A) (14AWG) (5 CONDR)	LF	20	$ 1.50	$ 30.00
684	TRF SIG CBL (TYA) (14 AWG) (16 CONDR)	LF	200	$ 2.00	$ 400.00
686	INS TRF SIG PL AM (S) 1 ARM (32")	EA	2	$ 4700.00	$ 9400.00
8260	LED COUNTDOWN PEDESTRIAN MODULE	EA	2	$ 600.00	$ 1200.00
8703	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	2	$ 2300.00	$ 4600.00
TOTAL	**ALTERNATE BID**	$		94616.25	

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraphs 14.04 and 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid security;

B. Bidder qualifications as required in the Instruction to Bidders;

C. complete responses to information required in Bid;

D. the entire Bid with all blanks filled in completely.

ARTICLE 8 – DEFINED TERMS

8.01 Not Used.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

Bidder (typed or printed): Austin Traffic Signal Construction Co Inc.

By: _____
(Authorized Signature)

Title: V.P.

Date: 6-20-13

Business Address: 4615 Prism Lane Pflugerville TX 78660

Telephone Number: 512 255 9951

Fax Number: 512 255 0146

COUNTY OF WILLIAMSON §
§
STATE OF TEXAS §

COST SHARING AGREEMENT FOR SIGNAL IMPROVEMENTS

This Cost Sharing Agreement for Signal Improvements (this "Agreement") is made by and between the **City of Leander**, a Texas home-rule municipal corporation (the "City"), and the **Leander Independent School District** (the "LISD") as of the _____ day of _____, 2013 (the "Effective Date"). The City and the LISD are sometimes referred to herein jointly as the "Parties"

Whereas, the Parties wish to provide for the construction of a hybrid pedestrian traffic signal and to share the cost of design and construction of said signal;

NOW, THEREFORE, pursuant to *Chapt. 791, Tex. Gov't. Code,* and as otherwise authorized and permitted by the City Charter and the laws of the State of Texas, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the LISD and the City do hereby agree as follows:

Section 1. Design and Construction of Transportation Improvements.

(a) The City and the LISD shall share equally the cost of designing and constructing a hybrid predestrian traffic signal to be located on Bagdad Road, Leander, Texas, approximately 130 feet north of the the Leander High School bus entrance/exit.

(b) The City has caused for the design of and for the preparation of construction plans for the Signal by a licensed engineer. The cost of the design and construction plans is $18,000.00 (the "Design Costs").

(c) The City shall cause the Signal to be constructed in accordance with the approved construction plans, applicable City regulations, and good engineering practices and shall administer the Project. The City will determine when the Project has been completed, and upon completion as determined by the City, the City will accept the Signal and shall be responsible for its maintenance and operation.

Section 2. Construction Costs. The Construction Costs for the Signal shall be the reasonable and approved total cost of competitively bidding and constructing the Signal based on the sum of the following:

(a) The hard construction costs, including change orders deemed necessary to construct the Signal as planned;
(b) Payment, performance, bid, and maintenance bonds for the Signal contract;
(c) Surveying costs;
(d) The cost of soils and materials testing;
(e) Engineering fees relating to the project overseeing the construction of the Signal;

(f) All advertising and other costs associated with public bidding and award of construction contracts, including preparation of construction documents and contracts; and

(g) Any other necessary and reasonable out-of-pocket costs expended by the City in connection with the Signal, including the cost of any necessary land and rights-of-way, and/or easements;

provided that all such sums and amounts shall be reasonable and necessary and documented.

Section 3. Cost Sharing.

(a) Design Costs. LISD shall pay the City one-half of the Design Costs (being $9,000.00) (the "Design Payment") in a form acceptable to the City within ten days of the effective date of this Agreement.

(b) Construction Phase.

(1) After completion of the construction plans for the Signal, the City Engineer will advertise the Signal for public bids in accordance with applicable law. The City shall provide the LISD with a copy of the bid notice and any other information for bidders once such notice and information is final.

(2) The City will provide the LISD with copies of the bids once they are opened. The contract for construction of the Signal shall be awarded to the lowest and best bidder based on any qualifications defined in the bid documents; provided that the City shall retain the discretion to reject any and all bids. In the event that the lowest and best bid exceeds $70,000, the City shall reject all bids and rebid the project one time. The City shall provide the LISD with a copy of the bid notice and any other information for bidders once such notice and information is final. If the lowest and best bid exceeds $70,000 as a result of the second bid, the City shall award the contract to the lowest and best bidder, subject to the City's discretion to reject any and all bids. Subject to the terms and conditions of this Agreement, the City shall cause the Signal to be constructed within the timeframes set forth in the construction contract for the Signal, subject to extensions as provided therein.

(3) If City staff intends to recommend to the City Council acceptance and approval of a bid for the Signal , the LISD shall deposit an amount equal to 50% of the bid (the "Construction Deposit") in an escrow account of the City upon the earlier to occur of: a) the 10th day following the date of notice from the City that City staff intends to recommend acceptance of a bid; or b) the day before the City Council meeting at which acceptance of the bid will be considered. The Construction Deposit will be used by the City solely for the Construction Costs for the Signal. Upon final completion and acceptance of the Signal, the LISD shall pay to the City within 10 days of notice of acceptance the remainder of its share of the amount due for the construction (including its share of any acceptable change orders), which share is fifty percent (50%) of the Construction Costs for the Signal.

(4) Any change orders that increase the contract by more than $5,000 (taking into account any previous change orders) shall require the consultation and consent of the LISD.

(5) The City shall have no obligation to let the contract for construction until it receives the 50% deposit from the LISD. If the City fails to proceed with the construction of the Signal, then it shall return the Design Payment and Construction Deposit paid by the LISD to the LISD, unless the City fails to proceed with the construction of the Signal due to LISD's failure to deposit the Construction Deposit with the City.

Section 4. Schedule for Completion of Construction. The Signal shall be completed not later than six (6) months after the effective date of this Agreement; provided, that to the extent the LISD is late in meeting any of its deadlines for performance under this Agreement, the six (6) month deadline for the completion of construction shall be extended for the number of days which is equal to the period(s) of time that the LISD is late and subject to the City's right to delay or terminate the Project as provided in this Agreement.

Section 5. Cooperation of Parties. The parties shall reasonably and in good faith cooperate to accomplish the terms of this Agreement.

Section 6. Breach, Default, and Remedy.

(a) If either party materially breaches its terms, such material breach shall be an event of default. In that event, the non-defaulting party to this Agreement may pursue the remedy of specific performance, in addition to any other available equitable or legal remedy.

(b) Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement and the non-defaulting party may pursue the remedies allowed under this Agreement.

(c) In the event that the LISD fails to pay the amounts due hereunder within ten (10) business days of notice by the City, the City may delay or terminate Project. In the alternative and at the City's sole election, the City may pay LISD's portion of the Construction Costs. LISD agrees to pay, within thirty (30) days of written demand LISD's portion of the Construction Costs that was paid by the City. .

Section 7. Force Majeure. The term "force majeure" as employed herein shall mean and refer to, without limitation, acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The

obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 8. Notices

(a) Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery, facsimile or electronic mail transmission, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice by certified mail shall be deemed given three (3) days after being deposited with the United States Postal Service with sufficient postage affixed.

Any notice to the City shall be addressed:

City of Leander
P.O. Box 319
Leander, Texas 78646
Attn: City Manager
Email: kcagle@leandertx.gov

with copy to:

Paige H. Saenz
McKamie Krueger, LLP
223 West Anderson Lane, #A105
Austin, Texas 78752-1115
Facsimile: (512) 323-5773
Email: attorneys@cityattorneytexas.com

Any notice to the LISD shall be addressed:

Leander Independent School District
P.O. Box 218
Leander, TX 78646-0218
Attn: Superintendent
Email: bret.champion@leanderisd.org

with copy to:

Jimmy Disler
Leander I.S.D.
P.O. Box 218
Leander, TX 78646-0218
Email: jimmy.disler@leanderisd.org

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

Section 9. Entire Agreement. This Agreement together with any exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.

Section 10. Current Funds. The financial obligations of the parties under this agreement shall be paid from current funds.

Section 11. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie in Williamson County, Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect.

Section 12. Time of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 13. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claims on behalf of any third party. Neither City nor LISD waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 14. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both the City and LISD and authorized by their respective governing bodies.

Section 15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

Section 16. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 17. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date first written above.

City of Leander, Texas	**Leander Independent School District**
_____	_____
Christopher Fielder, Mayor	Pamela Waggoner, President
Attest:	**Attest:**
_____	_____
Debbie Haile, City Secretary	Grace S. Barber-Jordan, M.Ed., Secretary

AGENDA ITEM # 10

Executive Summary

July 11, 2013

Council Agenda Subject: Consider: a Public Property Finance Contract with JP Chase Morgan Bank, NA financing the purchase of One 2013 Pierce Dash CF 1250 Pumper; a Resolution authorizing the Contract, authorizing signers, and providing for matters related to the Contract; and authorizing the purchase of One 2013 Pierce Dash CF 1250 Pumper and authorizing the City Manager to execute documents related to the purchase.

Background: At the June 20, 2013 regular meeting, City Council approved the financing bid submitted by Chase Bank for the Fire Department 2013 Pumper and authorized staff to prepare the necessary documents. The City Attorney has worked with Chase to prepare the attached documents for execution. The amount to be financed is $565,000 at 1.64% for seven years. There is an option to pay off prior to maturity.

Origination: Robert G. Powers, Finance Director

Financial Consideration: $86,151 per year [seven year term]

Recommendation: Approve

Attachments: Resolution and Contract Documents

Prepared by: Robert G. Powers, Finance Director

CHASE

RESOLUTION AND DECLARATION OF OFFICIAL INTENT
(TEXAS)

Borrower: **City of Leander, a Texas municipal corporation**

Principal Amount Expected To Be Financed: $565,000.00

WHEREAS, the above Borrower is a political subdivision of the State in which Borrower is located (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Borrower ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Borrower.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more public property finance contracts ("Finance Contracts") pursuant to Chapter 271, Subchapter A, Texas Local Government C in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Finance Contracts is appropriate and necessary to the functions and operations of the Borrower.

Brief Description Of Property: **See Attached Schedule A-1**

WHEREAS, JPMorgan Chase Bank, N.A. ("Lender") is expected to act as the Lender under the Finance Contracts.

WHEREAS, the Borrower may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Finance Contracts ("Loan Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Borrower shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Loan Proceeds.

NOW, THEREFORE, Be It Resolved by the City Council of the City of Leander, Texas that:

SECTION 1. Either one of the City Manager **OR** the Mayor (each an "Authorized Representative") acting on behalf of the Borrower is hereby authorized to negotiate, enter into, execute, and deliver one or more Finance Contracts in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Borrower. Each Authorized Representative acting on behalf of the Borrower is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Finance Contract (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Finance Contracts are hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Borrower to execute and deliver agreements and documents relating to the Finance Contracts on behalf of the Borrower.

SECTION 3. The aggregate original principal amount of the Finance Contracts shall not exceed the Principal Amount and shall bear interest as set forth in the Finance Contracts and the Finance Contracts shall contain such options to purchase by the Borrower as set forth therein.

SECTION 4. During each year while the loan is outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the loan as such principal matures (but never less than 2% of the original principal amount of the loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all

taxable property in the City for each year while any of the loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law.

SECTION 5. The Governing Body of Borrower anticipates that the Borrower may pay certain capital expenditures in connection with the Property prior to the receipt of the Loan Proceeds for the Property. The Governing Body of Borrower hereby declares the Borrower's official intent to use the Loan Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Borrower for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Borrower to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

SECTION 6. This Resolution shall take effect immediately upon its adoption and approval.

SECTION 7. As to each Finance Contract, Borrower hereby designates each Finance Contract as a "qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code") and Borrower reasonably anticipates that the total amount of Section 265 Tax-Exempt Obligations to be issued during the current calendar year by Borrower, or by an entity controlled by Borrower or by another entity the proceeds of which are loaned to or allocated to Borrower for purposes of Section 265(b) of the Code will not exceed $10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

ADOPTED AND APPROVED on this _____, 20___.

CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

The undersigned Legal Director and ex officio keeper of the City seal of the above-named Borrower hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Borrower, that the foregoing resolutions were duly adopted by said Governing Body of the Borrower at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

_____
Signature of Secretary/Clerk of Borrower

Print Name: _____

Official Title: _____

Date: _____

CHASE

JPMORGAN CHASE BANK, N.A.
Mail Code OH1-1085
1111 Polaris Parkway, Suite 3-A
Columbus, OH 43240-2050

July 5, 2013

CITY OF LEANDER, TEXAS
Attn: City Manager
200 West Willis Street
Leander, TX 78646

Dear Mr. Cagle:

Enclosed you will find the documents necessary to complete your transaction with JPMORGAN CHASE BANK, N.A. ("JPM"). These documents have been completed as of **July 3, 2013** and reflect the pricing, terms and conditions of the transaction as of this date. **Please be advised that JPM reserves the right to adjust pricing in order to maintain JPM's anticipated economic return as a result of material adverse changes in money markets and capital markets up to the date of final funding.**

- **Public Property Finance Contract (Tax Pledge)** – This document constitutes the main agreement for this and future Schedules. Please have your Authorized Signer sign and record his/her title on the forms.

- **Loan Schedule, Schedule A-1, and Payment Schedule** - These are specific documents for the current financing and detail the Schedule terms and conditions, describe the equipment and state the repayment terms. Please have your Authorized Signer sign and record his/her title on each form.

- **Prepayment Schedule Addendum, and the Vehicle Schedule Addendum**– These are specific for the current financing and details any additional terms and conditions related to the Schedule. Please have your Authorized Signer sign and record his/her title on the form.

- **Resolution and Declaration of Official Intent** – Your governing board will need to review and approve the financing and the Authorized Signer(s). Please have the Secretary/Clerk of the board certify that the board has met and approved the financing, and that the titles of the Authorized Signer(s) are correct.

- **Certificate of Incumbency** – Please have the Secretary/Clerk of the board certify that the titles and specimen signature(s) of the Authorized Signer(s) are correct.

- **Opinion of Counsel** – Please have your counsel review the documents as soon as possible, and prepare an Opinion of Counsel letter on their letterhead addressed to JPMORGAN CHASE BANK, N.A. A sample of an Opinion of Counsel letter that will satisfy JPMORGAN CHASE BANK, N.A. is enclosed.

  Note: We request a draft of the form of Opinion Letter to be emailed to Chase before the day of funding. We would like to be sure matters are resolved before the day of funding.

- **Proceeds Disbursement Authorization** – This form verifies the funding payee. Please complete any missing payment information, sign and provide the signer's title where indicated.

- **IRS Form 8038/G** – This form is required for IRS reporting of a tax-exempt financing. Please refer to the instructions when completing the information on the form and have an Authorized Signer sign and date at the bottom.

- **Insurance Request Letter** – Prior to paying the vendor(s), we will need proof of insurance on the equipment, and JPMORGAN CHASE BANK, N.A., its Parent, Affiliates, Successors and Assigns, will need to be listed as both loss payee and additional insured on your policy.

  Please have an Authorized Signer sign the bottom of the form. This executed form is also needs to be received with the executed documentation package.

  Please instruct your Insurance Agent to provide a Certificate of Insurance as required on the form.

For funding, please return your original signed lease documents as well as the original signed Opinion Letter to JPMORGAN CHASE BANK, N.A., Mail Code OH1-1085, 1111 Polaris Parkway, Suite A3, Columbus, OH 43240.

If using UPS as your over-night service provider, please consider using our cost center # 03X 7W1.

Please scan and email the executed documents to my attention before placing the documents in the over-night delivery envelope.

Please have the executed documents sent via over-night service before the anticipated funding date.

PLEASE MAKE A COPY OF THE DOCUMENTS FOR YOUR RECORDS. If you would like to receive a copy of the signature pages post closing, please notify your Documentation Specialist of your request.

Your payments will be due as set forth in the Loan Schedule. You will be receiving an invoice for the above referenced account at:

200 West Willis Street
Leander, TX 78646

If you have any questions, concerns, or if I can be of assistance, please feel free to call me. I can be reached at 1-800-678-2601 or (614) 213 – **1557** from 8:00 a.m. through 5:00 p.m. ET Monday through Friday. I'll be happy to help you.

Sincerely,

Mary Heubach

Mary Heubach
Senior Documentation Specialist

CHASE

PUBLIC PROPERTY FINANCE CONTRACT
(TAX PLEDGE)

Dated As of: **JULY 18, 2013**

Borrower: **CITY OF LEANDER, TEXAS**

This Public Property Finance Contract together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Contract") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lender") and the borrower identified above ("Borrower").

1. **PURCHASE OF EQUIPMENT.** Subject to the terms and conditions of this Contract, Lender agrees to make one or more loans to Borrower to finance the purchase of the Equipment described in each Schedule signed from time to time by Borrower and Lender pursuant to the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code.

2. **CERTAIN DEFINITIONS.** All terms defined in the Loan are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Loan Schedule signed and delivered by Borrower and Lender, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Borrower and Lender agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of this Contract. (b) "Loan" means any one Schedule and this Contract as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LOAN TERM.** The term of the loan described in each Loan ("Loan Term") commences on the first date any portion of the Loan is funded by Lender or on the date specified in the Schedule for such Loan and, unless earlier terminated as expressly provided in the Loan, continues until Borrower's payment and performance in full of all of Borrower's obligations under the Loan.

4. **LOAN PAYMENTS.**

4.1 For each Loan, Borrower agrees to pay to Lender the payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Loan Payments"). A portion of each Loan Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Borrower acknowledges that its obligation to pay Loan Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Loan Payment is due until Lender funds any potion of the Loan or the parties execute an escrow agreement. Loan Payments will be payable for the Loan Term in U.S. dollars, without notice or demand at the office of Lender (or such other place as Lender may designate from time to time in writing).

4.2 If Lender receives any payment from Borrower later than ten (10) days from the due date, Borrower shall pay Lender on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 THE OBLIGATION TO PAY LOAN PAYMENTS UNDER EACH LOAN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.**

5.1 Borrower shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Borrower. Borrower shall pay all costs related thereto.

5.2 Borrower shall accept Equipment as soon as it has been delivered and is operational. Borrower shall evidence its acceptance of any Equipment by signing and delivering to Lender the applicable Schedule. If Borrower signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lender will advance funds on the Loan to pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lender shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lender ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Borrower has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Borrower or any Supplier; (e) the Equipment is reasonably satisfactory to Lender and is free and clear of any Liens (except Lender's Liens); (f) all representations of Borrower in the Loan remain true, accurate and complete; and (g) Lender has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lender: (1) evidence of insurance coverage required by the Loan; (2) an opinion of Borrower's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Borrower's governing body authorizing the Loan and incumbency certificates for the person(s) who will sign the Loan; (6) such documents and certificates relating to the tax-exempt interest payable under the Loan (including, without limitation, IRS Form 8038G or 8038GC) as Lender may request; and (7) such other documents and information previously identified by Lender or otherwise reasonably requested by Lender.

6. During each year while the loan is outstanding and unpaid, Borrower shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the loan as such principal matures (but never less than 2% of the original principal amount of the loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in Borrower for each year while any of the loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law.

7. **LIMITATION ON WARRANTIES. LENDER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT.** Borrower agrees that (a) Lender is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (b) Lender assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (c) no manufacturer or Supplier or any representative of said parties is an agent of Lender, and (d) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lender.

8. **TITLE; SECURITY INTEREST.**

8.1 Upon Borrower's acceptance of any Equipment under a Loan, title to the Equipment shall vest in Borrower, subject to Lender's security interest therein and all of Lender's other rights under such Loan including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Borrower hereby grants to Lender a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Borrower agrees to execute and deliver to Lender all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Borrower's obligations to pay all Loan Payments and all other amounts due and payable under all present and future Loans and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Borrower under all present and future Loans.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Borrower agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Borrower will furnish Lender with a maintenance agreement by a party reasonably satisfactory to Lender. No maintenance or other service for any Equipment will be provided by Lender. Borrower will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lender's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of

such Equipment, but any such Improvements not removed prior to the termination of the applicable Loan shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lender's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Borrower, Lender may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS AND TAXES.**

12.1 Borrower shall keep all Equipment free and clear of all Liens except those Liens created under its applicable Loan. Borrower shall not sublet or lend any Equipment or permit it to be used by anyone other than Borrower or Borrower's employees.

12.2 Borrower shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Loan or upon any Loan Payments or any other payments due under any Loan. If Borrower fails to pay such Taxes when due, Lender shall have the right, but not the obligation, to pay such Taxes. If Lender pays any such Taxes, then Borrower shall, upon demand, immediately reimburse Lender therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lender, whether they are assessed to or payable by Borrower or Lender, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Borrower bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Borrower from the obligation to make any Loan Payments or to perform any other obligation under any Loan. Proceeds of any insurance recovery will be applied to Borrower's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Borrower shall immediately notify Lender of the same and Borrower shall, unless otherwise directed by Lender, immediately repair the same.

13.4 Borrower shall bear the risk of loss for, shall pay directly, and shall defend Lender against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Borrower shall survive any expiration or termination of any Loan. Borrower shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Borrower to Lender in accordance with the terms of the applicable Loan or which arise directly from the gross negligence or willful misconduct of Lender.

14. **INSURANCE.** Borrower at its sole expense shall at all times keep all Equipment insured against all casualty losses.

15. **NO PREPAYMENT.** Borrower shall not be permitted to prepay the Loan Payments or any other obligation under the Loan in whole or in part.

16. **BORROWER'S REPRESENTATIONS AND WARRANTIES.** With respect to each Loan and its Equipment, Borrower hereby represents and warrants to Lender that: (a) Borrower has full power, authority and legal right to execute and deliver the Loan and to perform its obligations under the Loan, and all such actions have been duly authorized by appropriate findings and actions of Borrower's governing body; (b) the Loan has been duly executed and delivered by Borrower and constitutes a legal, valid and binding obligation of Borrower, enforceable in accordance with its terms; (c) the Loan is authorized under, and the authorization, execution and delivery of the Loan complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Borrower of its obligations under the Loan will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Borrower is a party or by which Borrower's properties may be bound or affected; (e) there is no pending, or to the best of Borrower's knowledge threatened, litigation of any nature which may have a material adverse effect on Borrower's ability to perform its obligations under the Loan; and (f) Borrower is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Borrower's obligation under the Loan constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS.**

17.1 Borrower hereby covenants and agrees that: (a) Borrower shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lender; (b) Borrower shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Loan to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Loan to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Borrower shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Loan Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Loan Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Borrower shall pay such additional amount as will result in Lender receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Loan Payments is included for federal income tax purposes in the gross income of Lender due to Borrower's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lender's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lender's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Loan Payments is determined by the Internal Revenue Service to be includable in the gross income of Lender for federal income tax purposes.

18. **ASSIGNMENT.**

18.1 Borrower shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Loan or any Equipment or any interest in any Loan or Equipment.

18.2 Lender may assign its rights, title and interest in and to any Loan or any Equipment, and/or may grant or assign a security interest in any Loan and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lender under the applicable Loan. **BORROWER AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH BORROWER MAY HAVE AGAINST LENDER.** Unless otherwise agreed by Borrower in writing, any such assignment transaction shall not release Lender from any of Lender's obligations under the applicable Loan. An assignment or reassignment of any of Lender's right, title or interest in a Loan or its Equipment shall be enforceable against Borrower only after Borrower receives a written notice of assignment which discloses the name and address of each such Assignee, provided that such notice from Lender to Borrower of any assignment shall not be so required if Lender assigns a Loan to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Borrower shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Borrower hereby appoints Lender (or Lender's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Loan. Borrower agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Loan hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Borrower under the Assigned Loans and to exclude the obligations of Borrower under any Non-Assigned Loans; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Loan or any Equipment covered by any Non-Assigned Loan; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lender (including, without limitation, the remedies under Section 20 of the Contract) solely with respect to the Assigned Loans. "Assigned Loans" means only those Loans which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Loans" means all Loans excluding the Assigned Loans.

18.4 Subject to the foregoing, each Loan inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Loan, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Loan: (a) Borrower fails to make any Loan Payment (or any other payment) as it becomes due in accordance with the terms of the Loan, and any such failure continues for ten (10) days after the due date thereof; (b) Borrower fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Borrower fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Loan and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lender; (d) any statement, representation or warranty made by Borrower in the Loan or in any writing delivered by Borrower pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Borrower applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Borrower or of all or a substantial part of its assets, or a petition for relief is filed by Borrower under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy,

insolvency or similar law is filed against Borrower and is not dismissed within sixty (60) days thereafter; or (f) Borrower shall be in default under any other Loan or under any other financing agreement executed at any time with Lender.

20. **REMEDIES.** If any Event of Default occurs, then Lender may, at its option, exercise any one or more of the following remedies:

(a) Lender may require Borrower to pay (and Borrower agrees that it shall pay) all amounts then currently due under all Loans and all remaining Loan Payments due under all Loans during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lender's demand for such payment;

(b) Lender may require Borrower to promptly return all Equipment under all or any of the Loans to Lender in the manner set forth in Section 21 (and Borrower agrees that it shall so return the Equipment), or Lender may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lender may sell, lease or otherwise dispose of any Equipment under all or any of the Loans, in whole or in part, in one or more public or private transactions, and if Lender so disposes of any Equipment, then Lender shall retain the entire proceeds of such disposition free of any claims of Borrower, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Borrower under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lender to Borrower;

(d) Lender may terminate, cancel or rescind any Loan as to any and all Equipment;

(e) Lender may enforce any and all rights to payment by mandamus;

(f) Lender may exercise any other right, remedy or privilege which may be available to Lender under applicable law or, by appropriate court action at law or in equity, Lender may enforce any of Borrower's obligations under any Loan; and/or

(g) Lender may require Borrower to pay (and Borrower agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lender as a result (directly or indirectly) of the Event of Default and/or of Lender's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lender. Lender's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lender to exercise any remedy under any Loan shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lender is entitled under the provisions of any Loan, including any termination thereof pursuant to Section 20 of this Contract, to obtain possession of any Equipment or if Borrower is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lender immediately upon Lender's notice thereof to Borrower, and (b) Borrower shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lender (all in accordance with applicable industry standards) at any location in the continental United States selected by Lender. Such Equipment shall be in the same condition as when received by Borrower (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Loan, shall be free and clear of any Liens (except Lender's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Loan shall remain in full force and effect including, without limitation, obligations to pay Loan Payments and to insure the Equipment. Borrower agrees to execute and deliver to Lender all documents reasonably requested by Lender to evidence the transfer of legal and beneficial title to such Equipment to Lender and to evidence the termination of Borrower's interest in such Equipment.

22. **LAW GOVERNING.** Each Loan shall be governed by the laws of the state where Borrower is located (the "State").

23. **NOTICES.** Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if no address of Lender is specified herein, then at its main office), and if to Lender, to the attention of the GNPH Operations Manager. Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Borrower, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its

address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. **FINANCIAL INFORMATION.** Borrower agrees to furnish to Lender annual audited financial statements of Borrower within 180 days of the end of each fiscal year of Borrower.

25. **DECLARATION OF PERSONAL PROPERTY FINANCING.**

(a) BORROWER AND LENDER EXPRESSLY DECLARE AND AGREE THAT THE EQUIPMENT SHALL CONSTITUTE PERSONAL PROPERTY AND THAT THE EQUIPMENT SHALL NOT BE DEEMED, OR IDENTIFIED AS, ANY OF THE FOLLOWING: REAL PROPERTY; AN IMPROVEMENT ON ANY REAL PROPERTY; A PERMANENT BUILDING OR STRUCTURE ON ANY REAL PROPERTY; OR A FIXTURE ON ANY REAL PROPERTY.

(b) Borrower represents and warrants to Lender that the Equipment is personal property and that the Equipment is not any of the following: real property; an improvement on any real property; a permanent building or structure on any real property; or a fixture on any real property. Upon Lender's written request, Borrower shall furnish to Lender a certificate executed by an independent engineer or architect who is reasonably satisfactory to Lender wherein said engineer or architect certifies that the Equipment is relocatable or transportable and will remain personal property.

(c) Without limiting the generality of the representations in the Contract as it applies to the Loan, Borrower represents and warrants to Lender that the Loan complies with all applicable provisions of the laws of the State of Texas, including, without limitation, all applicable public finance laws of the State of Texas.

26. **NO SALE OF FRACTIONAL INTERESTS IN THE LOAN.** Lender agrees that: (a) unless otherwise agreed by Borrower in writing, Lender will not create or sell fractional interests in the Loan or participation interests in the Loan; (b) if Lender sells or assigns its rights in the Loan, then, unless otherwise agreed by Borrower in writing, such sale or assignment shall be of an undivided interest in all of Lender's right, title and interest in the Loan to a single purchaser or assignee; and (c) if Borrower consents to the creation or sale of any fractional interests in the Loan or any participation interests in the Loan, Lender agrees that such transaction shall comply with applicable State and federal law.

27. **INTEREST RATE.** The interest rate payable under the Loan Schedule shall never exceed the then maximum interest rate allowed for similar governmental obligations pursuant to Chapter 1204, Texas Government Code, as amended, or other applicable laws in effect as of the date of such Loan Schedule.

28. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Loan.

29. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Contract may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Borrower and Lender, then only one may be marked "Lender's Original" by Lender. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lender's Original" if there are multiple counterparts of said Schedule.

30. **SECTION 26.02 NOTICE; WRITTEN AMENDMENTS.** THE CONTRACT, THE LOAN SCHEDULE, AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION THEREWITH EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING THERETO, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. No Loan shall be modified, amended, altered, or changed except with the written consent of Borrower and Lender. Any provision of any Loan found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Loan.

JURY WAIVER: ALL PARTIES TO THIS CONTRACT WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CONTRACT AND ANY LOAN.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first written above.

CITY OF LEANDER, TEXAS
(Borrower)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lender)

By: _____

Title: Authorized Officer

CHASE

LOAN SCHEDULE

Dated as of: JULY 18, 2013

Loan No.: CITY OF LEANDER, TEXAS

This Loan Schedule, together with its Payment Schedule, is attached and made a part of the Public Property Finance Contract described below ("Contract") between the Borrower and Lender named below. All terms and conditions of the Contract are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Contract will have the same meaning when used herein.

Public Property Finance Contract dated JULY 18, 2013

A. **EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.

B. **EQUIPMENT LOCATION:** See Attached Schedule A-1

C. **ACCEPTANCE OF EQUIPMENT:** AS BETWEEN BORROWER AND LENDER, BORROWER AGREES THAT: (a) BORROWER HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) BORROWER ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LOAN "AS-IS, WHERE-IS"; AND (d) BORROWER WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

D. **ESSENTIAL USE; CURRENT INTENT OF BORROWER:** Borrower represents and agrees that the use of the Equipment is essential to Borrower's proper, efficient and economic functioning or to the services that Borrower provides to its citizens and the Equipment will be used by Borrower only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Borrower currently intends for the full Loan Term to use the Equipment and to make Loan Payments.

E. **LOAN PAYMENTS; LOAN TERM:** The Loan Payments to be paid by Borrower to Lender, the interest rate at which the interest portion of the Loan Payments is calculated, the Taxable Rate, the commencement date and the Loan Term of this Loan Schedule are each set forth on the Payment Schedule attached to this Loan Schedule.

F. **RE-AFFIRMATION OF THE CONTRACT:** Borrower hereby re-affirms all of its representations, warranties and obligations under the Contract (including, without limitation, its obligation to pay all Loan Payments, its disclaimers in Section 7 thereof and its representations in Section 16 thereof).

G. BANK QUALIFIED: BORROWER CERTIFIES (a) THAT IT HAS DESIGNATED THIS LOAN AS A "QUALIFIED TAX-EXEMPT OBLIGATION" FOR THE PURPOSES OF AND WITHIN THE MEANING OF SECTION 265(b)(3) OF THE CODE, (b) THAT IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE FOR THE CURRENT CALENDAR YEAR AND (c) THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF SECTION 265 TAX-EXEMPT OBLIGATIONS TO BE ISSUED DURING THE CURRENT CALENDAR YEAR BY BORROWER, OR BY AN ENTITY CONTROLLED BY BORROWER OR BY ANOTHER ENTITY THE PROCEEDS OF WHICH ARE LOANED TO OR ALLOCATED TO BORROWER FOR PURPOSES OF SECTION 265(b) OF THE CODE WILL NOT EXCEED $10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

Equipment/Escrow Acceptance Date: _____, 20___

CITY OF LEANDER, TEXAS
(Borrower)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lender)

By: _____

Title: Authorized Officer

SCHEDULE A-1
Equipment Description

Loan Schedule No. **1000137816** dated **JULY 18, 2013**

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: FIRE STATION NO. 1

201 NORTH BRUSHY STREET
LEANDER, TEXAS 78641

Equipment Description: 2013 PIERCE DASH CF FIRE ENGINE MANUFACTURED BY SIDDOINS-MARTIN EMGERGENCY GROUP CONTRACT #3399-12

Expected Equipment Purchase Price	$565,000.00
Net Amount Financed	**$565,000.00**

This Schedule A-1 is attached to the Loan Schedule or a Receipt Certificate/Payment Request relating to the Loan Schedule.

CITY OF LEANDER, TEXAS
(Borrower)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lender)

By: _____

Title: Authorized Officer

PAYMENT SCHEDULE

This Payment Schedule is attached and made a part of the Loan Schedule identified below which is part of the Public Property Finance Contract identified therein, all of which are between the Borrower and Lender named below.

Loan Schedule No. **1000137816** Dated **JULY 18, 2013**

Accrual Date: **JULY 18, 2013**

Amount Financed: **$565,000.00**

Interest Rate: TO BE DETERMINED BEFORE FUNDING % per annum

Taxable Rate: TO BE DETERMINED BEFORE FUNDING% per annum

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
1	2/15/2014	$5,327.95	$5,327.95	$0.00	$565,000.00	$581,950.00
2	8/15/2014	$83,383.34	$4,633.00	$78,750.34	$486,249.66	$500,837.15
3	2/15/2015	$3,987.25	$3,987.25	$0.00	$486,249.66	$500,837.15
4	8/15/2015	$83,383.33	$3,987.24	$79,396.09	$406,853.57	$419,059.18
5	2/15/2016	$3,336.20	$3,336.20	$0.00	$406,853.57	$419,059.18
6	8/15/2016	$83,383.33	$3,336.20	$80,047.13	$326,806.44	$336,610.63
7	2/15/2017	$2,679.81	$2,679.81	$0.00	$326,806.44	$336,610.63
8	8/15/2017	$83,383.33	$2,679.81	$80,703.52	$246,102.92	$253,486.01
9	2/15/2018	$2,018.04	$2,018.04	$0.00	$246,102.92	$253,486.01
10	8/15/2018	$83,383.33	$2,018.04	$81,365.29	$164,737.63	$169,679.76
11	2/15/2019	$1,350.85	$1,350.85	$0.00	$164,737.63	$169,679.76
12	8/15/2019	$83,383.33	$1,350.85	$82,032.48	$82,705.15	$85,186.30
13	2/15/2020	$678.18	$678.18	$0.00	$82,705.15	$85,186.30
14	8/15/2020	$83,383.33	$678.18	$82,705.15	$0.00	$0.00
		$603,061.60	$38,061.60	$565,000.00		

CITY OF LEANDER, TEXAS
(Borrower)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lender)

By: _____

Title: Authorized Officer

CHASE

PREPAYMENT SCHEDULE ADDENDUM
(24-Month Lockout Period)

Dated: **JULY 18, 2012**

Loan Schedule No: 1000137816

Borrower: **CITY OF LEANDER, TEXAS**

Reference is made to the above Loan Schedule ("Schedule") and to the Public Property Finance Contract ("Public Property Finance Contract") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lender") and the above borrower ("Borrower"). As used herein: "Loan" shall mean the Schedule and the Public Property Finance Contract, but only to the extent that the Public Property Finance Contract relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Loan. Unless otherwise defined herein, capitalized terms defined in the Loan shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lender and Borrower agree as follows:**

1. Notwithstanding anything to the contrary herein or the Loan, Borrower and Lender agree that Borrower shall not exercise its prepayment or early purchase rights under this Addendum prior to the end of the Lock-Out Period specified below.

Lock-Out Period: the first 24 months of the Lease Term of the Schedule

2. Notwithstanding anything to the contrary in the Loan, Borrower and Lender agree that so long as no Event of Default has occurred and continues under the Loan **and** so long as Borrower gives Lender at least 30 days prior written notice (the "Notice Period") **and** so long as the above Lock-Out Period has expired, Borrower may elect to prepay its obligations under the Schedule by paying to Lender on the Loan Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Loan Payments, interest, taxes, late charges and other amounts then due and payable under the Loan; plus (b) the remaining principal balance payable by Borrower under the Schedule as of said Prepayment Date.

3. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Public Property Finance Contract as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lender and Borrower, the Loan remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

CITY OF LEANDER, TEXAS	**JPMORGAN CHASE BANK, N.A.**
(Borrower)	(Lender)
By: _____	By: _____
Title: _____	Title: Authorized Officer

CHASE

VEHICLE SCHEDULE ADDENDUM

Dated As of: **JULY 18, 2012**

Loan Schedule No: **1000137816**

Borrower: **CITY OF LEANDER, TEXAS**

Reference is made to the above Loan Schedule ("Schedule") to the Public Property Finance Contract identified in the Schedule ("Public Property Finance Contract") by and between **JPMORGAN CHASE BANK, N.A.** ("Lender") and the above Borrower ("Borrower"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Public Property Finance Contract shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lender and Borrower hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:

   (a) each manufacturer's statement of origin and certificate of title shall state that Lender has the first and sole lien on or security interest in such unit of Equipment;

   (b) the public liability insurance required by the terms of clauses (b) of Section 14.1 of the Public Property Finance Contract shall be in an amount not less than $1,000,000.00 combined single limit per unit per occurrence. Physical damage should not be less than the replacement cost coverage for the equipment identified on the Schedule A-1;

   (c) Borrower shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Borrower and shall not be agents of Lender; and

   (d) Borrower shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lender noted as lienholder and Borrower as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lender, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

CITY OF LEANDER, TEXAS (Borrower)	**JPMORGAN CHASE BANK, N.A.** (Lender)
By: _____	By: _____
Title: _____	Title: Authorized Officer

CHASE

RESOLUTION AND DECLARATION OF OFFICIAL INTENT
(TEXAS)

Borrower: **City of Leander, a Texas municipal corporation**

Principal Amount Expected To Be Financed: $565,000.00

WHEREAS, the above Borrower is a political subdivision of the State in which Borrower is located (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Borrower ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Borrower.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more public property finance contracts ("Finance Contracts") pursuant to Chapter 271, Subchapter A, Texas Local Government C in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Finance Contracts is appropriate and necessary to the functions and operations of the Borrower.

Brief Description Of Property: **See Attached Schedule A-1**

WHEREAS, JPMorgan Chase Bank, N.A. ("Lender") is expected to act as the Lender under the Finance Contracts.

WHEREAS, the Borrower may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Finance Contracts ("Loan Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Borrower shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Loan Proceeds.

NOW, THEREFORE, Be It Resolved by the City Council of the City of Leander, Texas that:

SECTION 1. Either one of the City Manager **OR** the Mayor (each an "Authorized Representative") acting on behalf of the Borrower is hereby authorized to negotiate, enter into, execute, and deliver one or more Finance Contracts in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Borrower. Each Authorized Representative acting on behalf of the Borrower is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Finance Contract (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Finance Contracts are hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Borrower to execute and deliver agreements and documents relating to the Finance Contracts on behalf of the Borrower.

SECTION 3. The aggregate original principal amount of the Finance Contracts shall not exceed the Principal Amount and shall bear interest as set forth in the Finance Contracts and the Finance Contracts shall contain such options to purchase by the Borrower as set forth therein.

SECTION 4. During each year while the loan is outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the loan as such principal matures (but never less than 2% of the original principal amount of the loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all

taxable property in the City for each year while any of the loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law.

SECTION 5. The Governing Body of Borrower anticipates that the Borrower may pay certain capital expenditures in connection with the Property prior to the receipt of the Loan Proceeds for the Property. The Governing Body of Borrower hereby declares the Borrower's official intent to use the Loan Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Borrower for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Borrower to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

SECTION 6. This Resolution shall take effect immediately upon its adoption and approval.

SECTION 7. As to each Finance Contract, Borrower hereby designates each Finance Contract as a "qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code") and Borrower reasonably anticipates that the total amount of Section 265 Tax-Exempt Obligations to be issued during the current calendar year by Borrower, or by an entity controlled by Borrower or by another entity the proceeds of which are loaned to or allocated to Borrower for purposes of Section 265(b) of the Code will not exceed $10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

ADOPTED AND APPROVED on this _____, 20___.

CITY OF LEANDER, TEXAS

_____

Christopher Fielder, Mayor

The undersigned Legal Director and ex officio keeper of the City seal of the above-named Borrower hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Borrower, that the foregoing resolutions were duly adopted by said Governing Body of the Borrower at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

_____

Signature of Secretary/Clerk of Borrower

Print Name: _____

Official Title: _____

Date: _____

CHASE

CERTIFICATE OF INCUMBENCY

Dated: **JULY 18, 2013**

Loan Schedule No: 1000137816

Borrower: **CITY OF LEANDER, TEXAS**

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Borrower (the "Borrower"), a political subdivision duly organized and existing under the laws of the State where Borrower is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Borrower holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Borrower as of the date set forth below.

_____
Signature of Secretary/Clerk of Borrower

Print Name: _____

Official Title: _____

Date: _____

NOTE: In case the Secretary/Clerk is also the authorized representative that executes a Public Property Finance Contract / documents by the above incumbency, this certificate must also be signed by a second officer.

Print Name: _____ Signature: _____

Title: _____

CHASE

FORM OF OPINION OF COUNSEL
(To Be Typed on Attorney's Letterhead Stationery)

Date: **JULY 18, 2013**

Borrower: **CITY OF LEANDER, TEXAS**

Lender: **JPMORGAN CHASE BANK, N.A.**

Re: Loan Schedule No. **1000137816** dated **JULY 18, 2013** together with its Public Property Finance Contract dated as of **JULY 18, 2013** by and between the above-named Borrower and the above-named Lender.

Sir/Madam:

I have acted as counsel to Borrower with respect to the Loan Schedule and its Addenda, the Public Property Finance Contract and its Addenda, and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Borrower is a political subdivision of the State of Texas (the "State") duly organized, existing and operating under the Constitution and laws of the State.

2. Borrower is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Agreements and all other documents related thereto have been duly authorized, approved and executed by and on behalf of Borrower, and each of the Agreements is a valid and binding contract of Borrower enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Agreements and all other proceedings of Borrower relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Borrower; the authority of its officers; the proper authorization, approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Borrower otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.

6. Borrower is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lender, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

CHASE

INSURANCE REQUEST LETTER
PUBLIC SECTOR

July 5, 2013

AGENT_____

ADDRESS_____

ADDRESS_____

Phone #: _____

Fax #: _____

Dear Agent:

JPMORGAN CHASE BANK, N.A. (the "Bank") requires proof of acceptable insurance coverage before the transaction can close. The requirements identified below must stay in full effect throughout the term of the transaction.

1. The certificate of insurance must be issued directly to JPMorgan Chase Bank, N.A. and shall be issued by a company having an A.M. Best Rating of at least A- with a Financial Size Category of at least VIII.
2. The certificate of insurance must be executed.
3. The insurance must be primary and without right of contribution and any insurance maintained by the Bank or any other additional insured or loss payee will be in excess and non-contributory.
4. Policies must include a Waiver of Subrogation in favor of "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns".
5. Policies must include a Severability of Interest and Cross-Liability clause.
6. Policies must include a thirty (30) day prior written Notice of Cancellation to the Certificate Holder/Additional Insured. Such notice must be directed by certified mail to: JPMorgan Chase Bank, N.A., 1111 Polaris Parkway, Suite A3, Columbus, Ohio 43240, Attn: Insurance Dept.
7. PHYSICAL DAMAGE
   a. Replacement cost coverage for the equipment identified on the attached Schedule A-1, which is estimated to be **$565,000.00**.
   b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Loss Payee.
8. LIABILITY
   a. General liability and Auto liability coverage must be provided in the amount of **$1,000,000.00**.
   b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Additional Insured.

Please immediately send proof of the above insurance requirements **VIA email to CEFI.Portfolio.Service@jpmchase.com**.

Sincerely,
CITY OF LEANDER, TEXAS

By: _____

CHASE

PROCEEDS DISBURSEMENT AUTHORIZATION

JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite A3 (OH1-1085)
Columbus, OH 43240

Date: **JULY 18, 2013**

Re: Disbursements Of Proceeds Under The PUBLIC PROPERTY FINANCE CONTRACT Referred To Below

Reference is made to that certain Public Property Finance Contract between **SAMPLE**, ("Borrower") and **JPMORGAN CHASE BANK, N.A.** (the "Lender") and Schedule **#1000137816** dated **JULY 18, 2013**

I hereby instruct you and authorize you to disburse **$565,000.00**to the payee(s) as specified below:

Payee #1

Wire:

Name of Bank:	_____
ABA No.:	_____
Account Number:	_____
Account Name:	_____
Amount:	**$565,000.00**
Re:	Tax Pledge dated JULY 18, 2013

Check:

Name of Vendor:	CITY OF LEANDER, TEXAS
Address:	220 WEST WILLIS
City/State/Zip	LEANDER, TEXAS 78641
Re:	Tax Pledge dated JULY 18, 2013
Amount:	**$565,000.00**

By signing below, Borrower authorizes Lender to issue checks or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Borrower also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lender's counsel, and making other disbursements in connection with the Loan transaction per the terms of the Loan documents. Lender may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Borrower shall indemnify, defend and hold harmless Lender from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance therewith. In the event of any conflict with any other instruction set forth herein, the ABA # and Account # shall control.

IN WITNESS WHEREOF, the Borrower has caused this Proceeds Disbursement Authorization to be executed as of the day and year first above written.

CITY OF LEANDER, TEXAS
(Borrower)

By: _____

Title: _____

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) / Room/suite	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code	7 Date of issue
8 Name of issue	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19	If obligations are TANs or RANs, check only box 19a ▶ ☐		
	If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶ _____

c Enter the EIN of the issuer of the master pool obligation ▶ _____

d Enter the name of the issuer of the master pool obligation ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Instructions for Form 8038-G

(Rev. September 2012)

Department of the Treasury
Internal Revenue Service

(Use with the September 2011 revision of Form 8038-G.)

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
$100,000 or more	A **separate** Form 8038-G for **each** issue
Less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

CAUTION *For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.*

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at ***TaxExemptBondQuestions@irs.gov*** and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see next) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus,

when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to $1^1/_2$% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

CAUTION *Complete lines 10a and 10b even if you complete lines 3a and 3b.*

Part II—Type of Issue

CAUTION *Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those

of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax-exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool obligation, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to

Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

CHASE

PUBLIC PROPERTY FINANCE CONTRACT
(TAX PLEDGE)

Dated As of: [_____, 20__]

Borrower: [_____]

This Public Property Finance Contract together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Contract") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lender") and the borrower identified above ("Borrower").

1. **PURCHASE OF EQUIPMENT.** Subject to the terms and conditions of this Contract, Lender agrees to make one or more loans to Borrower to finance the purchase of the Equipment described in each Schedule signed from time to time by Borrower and Lender. pursuant to the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code..

2. **CERTAIN DEFINITIONS.** All terms defined in the Loan are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Loan Schedule signed and delivered by Borrower and Lender, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Borrower and Lender agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of thisContract. (b) "Loan" means any one Schedule and this Contract as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LOAN TERM.** The term of the loan described in each Loan ("Loan Term") commences on the first date any portion of the Loan is funded by Lender or on the date specified in the Schedule for such Loan and, unless earlier terminated as expressly provided in the Loan, continues until Borrower's payment and performance in full of all of Borrower's obligations under the Loan.

4. **LOANPAYMENTS.**

4.1 For each Loan, Borrower agrees to pay to Lender the payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Loan Payments"). A portion of each Loan Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Borrower acknowledges that its obligation to pay Loan Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Loan Payment is due until Lender funds any potion of the Loan or the parties execute an escrow agreement. Loan Payments will be payable for the Loan Term in U.S. dollars, without notice or demand at the office of Lender (or such other place as Lender may designate from time to time in writing).

4.2 If Lender receives any payment from Borrower later than ten (10) days from the due date, Borrower shall pay Lender on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 THE OBLIGATION TO PAY LOAN PAYMENTS UNDER EACH LOAN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER. TO THE EXTENT PERMITTED BY LAW.

5. **DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.**

5.1 Borrower shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Borrower. Borrower shall pay all costs related thereto.

5.2 Borrower shall accept Equipment as soon as it has been delivered and is operational. Borrower shall evidence its acceptance of any Equipment by signing and delivering to Lender the applicable Schedule. If Borrower signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lender will advance funds on the Loan to pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lender shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lender ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Borrower has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Borrower or any Supplier; (e) the Equipment is reasonably satisfactory to Lender and is free and clear of any Liens (except Lender's Liens); (f) all representations of Borrower in the Loan remain true, accurate and complete; and (g) Lender has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lender: (1) evidence of insurance coverage required by the Loan; (2) an opinion of Borrower's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Borrower's governing body authorizing the Loan and incumbency certificates for the person(s) who will sign the Loan; (6) such documents and certificates relating to the tax-exempt interest payable under the Loan (including, without limitation, IRS Form 8038G or 8038GC) as Lender may request; and (7) such other documents and information previously identified by Lender or otherwise reasonably requested by Lender.

6. .

During each year while the loan is outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the loan as such principal matures (but never less than 2% of the original principal amount of the loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law.

7. **LIMITATION ON WARRANTIES.LENDER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT.** Borrower agrees that (a) Lender is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (b) Lender assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (c) no manufacturer or Supplier or any representative of said parties is an agent of Lender, and (d) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lender.

8. **TITLE; SECURITY INTEREST.**

8.1 Upon Borrower's acceptance of any Equipment under a Loan, title to the Equipment shall vest in Borrower, subject to Lender's security interest therein and all of Lender's other rights under such Loan including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Borrower hereby grants to Lender a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Borrower agrees to execute and deliver to Lender all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Borrower's obligations to pay all Loan Payments and all other amounts due and payable under all present and future Loans and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Borrower under all present and future Loans.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.**Borrower agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Borrower will furnish Lender with a maintenance agreement by a party reasonably satisfactory to Lender. No maintenance or other service for any Equipment will be provided by Lender. Borrower will not make any alterations, additions or improvements ("Improvements") to any Equipment without

Lender's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Loan shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lender's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Borrower, Lender may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS AND TAXES.**

12.1 Borrower shall keep all Equipment free and clear of all Liens except those Liens created under its applicable Loan. Borrower shall not sublet or lend any Equipment or permit it to be used by anyone other than Borrower or Borrower's employees.

12.2 Borrower shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Loan or upon any Loan Payments or any other payments due under any Loan. If Borrower fails to pay such Taxes when due, Lender shall have the right, but not the obligation, to pay such Taxes. If Lender pays any such Taxes, then Borrower shall, upon demand, immediately reimburse Lender therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lender, whether they are assessed to or payable by Borrower or Lender, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Borrower bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Borrower from the obligation to make any Loan Payments or to perform any other obligation under any Loan. Proceeds of any insurance recovery will be applied to Borrower's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Borrower shall immediately notify Lender of the same and Borrower shall, unless otherwise directed by Lender, immediately repair the same.

13.4 To the extent permitted by law, Borrower shall bear the risk of loss for, shall pay directly, and shall defend Lender against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Borrower shall survive any expiration or termination of any Loan. Borrower shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Borrower to Lender in accordance with the terms of the applicable Loan or which arise directly from the gross negligence or willful misconduct of Lender.

14. **INSURANCE.**Borrower at its sole expense shall at all times keep all Equipment insured against all casualty losses.

15. **NO PREPAYMENT.**Borrower shall not be permitted to prepay the Loan Payments or any other obligation under the Loan in whole or in part.

16. **BORROWER'S REPRESENTATIONS AND WARRANTIES.** With respect to each Loan and its Equipment, Borrower hereby represents and warrants to Lender that: (a) Borrower has full power, authority and legal right to execute and deliver the Loan and to perform its obligations under the Loan, and all such actions have been duly authorized by appropriate findings and actions of Borrower's governing body; (b) the Loan has been duly executed and delivered by Borrower and constitutes a legal, valid and binding obligation of Borrower, enforceable in accordance with its terms; (c) the Loan is authorized under, and the authorization, execution and delivery of the Loan complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Borrower of its obligations under the Loan will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Borrower is a party or by which Borrower's properties may be bound or affected; (e) there is no pending, or to the best of Borrower's knowledge threatened, litigation of any nature which may have a material adverse effect on Borrower's ability to perform its obligations under the Loan; and (f) Borrower is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Borrower's obligation under the Loan constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS.**

17.1 Borrower hereby covenants and agrees that: (a) Borrower shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lender; (b) Borrower shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Loan to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Loan to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Borrower shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Loan Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Loan Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Borrower shall pay such additional amount as will result in Lender receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Loan Payments is included for federal income tax purposes in the gross income of Lender due to Borrower's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lender's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lender's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Loan Payments is determined by the Internal Revenue Service to be includable in the gross income of Lender for federal income tax purposes.

18. **ASSIGNMENT.**

18.1 Borrower shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Loan or any Equipment or any interest in any Loan or Equipment.

18.2 Lender may assign its rights, title and interest in and to any Loan or any Equipment, and/or may grant or assign a security interest in any Loan and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lender under the applicable Loan. **BORROWER AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH BORROWER MAY HAVE AGAINST LENDER.** Unless otherwise agreed by Borrower in writing, any such assignment transaction shall not release Lender from any of Lender's obligations under the applicable Loan. An assignment or reassignment of any of Lender's right, title or interest in a Loan or its Equipment shall be enforceable against Borrower only after Borrower receives a written notice of assignment which discloses the name and address of each such Assignee, provided that such notice from Lender to Borrower of any assignment shall not be so required if Lender assigns a Loan to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Borrower shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Borrower hereby appoints Lender (or Lender's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Loan. Borrower agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Loan hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Borrower under the Assigned Loans and to exclude the obligations of Borrower under any Non-Assigned Loans; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Loan or any Equipment covered by any Non-Assigned Loan; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lender (including, without limitation, the remedies under Section 20 of the Contract) solely with respect to the Assigned Loans. "Assigned Loans" means only those Loans which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Loans" means all Loans excluding the Assigned Loans.

18.4 Subject to the foregoing, each Loan inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Loan, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Loan: (a) Borrower fails to make any Loan Payment (or any other payment) as it becomes due in accordance with the terms of the Loan, and any such failure continues for ten (10) days after the due date thereof; (b) Borrower fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Borrower fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Loan and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lender; (d) any statement, representation or warranty made by Borrower in the Loan or in any writing delivered by Borrower pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Borrower applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Borrower or of all or a substantial part of its assets, or a petition for relief is filed by Borrower under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Borrower and is not dismissed within sixty (60) days thereafter; or (f) Borrower shall be in default under any other Loan or under any other financing agreement executed at any time with Lender.

20. **REMEDIES.** If any Event of Default occurs, then Lender may, at its option, exercise any one or more of the following remedies:

(a) Lender may require Borrower to pay (and Borrower agrees that it shall pay) all amounts then currently due under all Loans and all remaining Loan Payments due under all Loans during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lender's demand for such payment;

(b) Lender may require Borrower to promptly return all Equipment under all or any of the Loans to Lender in the manner set forth in Section 21 (and Borrower agrees that it shall so return the Equipment), or Lender may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lender may sell, lease or otherwise dispose of any Equipment under all or any of the Loans, in whole or in part, in one or more public or private transactions, and if Lender so disposes of any Equipment, then Lender shall retain the entire proceeds of such disposition free of any claims of Borrower, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Borrower under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lender to Borrower;

(d) Lender may terminate, cancel or rescind any Loan as to any and all Equipment;

(e) Lender may enforce any and all rights to payment by mandamus;

(f) Lender may exercise any other right, remedy or privilege which may be available to Lender under applicable law or, by appropriate court action at law or in equity, Lender may enforce any of Borrower's obligations under any Loan; and/or

(g) Lender may require Borrower to pay (and Borrower agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lender as a result (directly or indirectly) of the Event of Default and/or of Lender's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lender. Lender's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lender to exercise any remedy under any Loan shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lender is entitled under the provisions of any Loan, including any termination thereof pursuant to Section 20 of this Contract, to obtain possession of any Equipment or if Borrower is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lender immediately upon Lender's notice thereof to Borrower, and (b) Borrower shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lender (all in accordance with applicable industry standards) at any location in the continental United States selected by Lender. Such Equipment shall be in the same condition as when received by Borrower (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Loan, shall be free and clear of any Liens (except Lender's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Loan shall remain in full force and effect including, without limitation, obligations to pay Loan Payments and to insure the Equipment. Borrower agrees to execute and deliver to Lender all documents reasonably requested by Lender to evidence the transfer of legal and beneficial title to such Equipment to Lender and to evidence the termination of Borrower's interest in such Equipment.

22. **LAW GOVERNING.** Each Loan shall be governed by the laws of the state where Borrower is located (the "State").

23. **NOTICES.** Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if no address of Lender is specified herein, then at its main office), and if to Lender, to the attention of the GNPH Operations Manager. Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Borrower, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. **FINANCIAL INFORMATION.**Borroweragrees to furnish to Lenderannual audited financial statements of Borrower within 180 days of the end of each fiscal year of Borrower.

25. **DECLARATION OF PERSONAL PROPERTY FINANCING.**

(a) BORROWER AND LENDER EXPRESSLY DECLARE AND AGREE THAT THE EQUIPMENT SHALL CONSTITUTE PERSONAL PROPERTY AND THAT THE EQUIPMENT SHALL NOT BE DEEMED, OR IDENTIFIED AS, ANY OF THE FOLLOWING: REAL PROPERTY; AN IMPROVEMENT ON ANY REAL PROPERTY; A PERMANENT BUILDING OR STRUCTURE ON ANY REAL PROPERTY; OR A FIXTURE ON ANY REAL PROPERTY.

(b) Borrower represents and warrants to Lender that the Equipment is personal property and that the Equipment is not any of the following: real property; an improvement on any real property; a permanent building or structure on any real property; or a fixture on any real property. Upon Lender's written request, Borrower shall furnish to Lender a certificate executed by an independent engineer or architect who is reasonably satisfactory to Lender wherein said engineer or architect certifies that the Equipment is relocatable or transportable and will remain personal property.

(c) Without limiting the generality of the representations in the Contract as it applies to the Loan, Borrower represents and warrants to Lender that the Loan complies with all applicable provisions of the laws of the State of Texas, including, without limitation, all applicable public finance laws of the State of Texas.

26. **NO SALE OF FRACTIONAL INTERESTS IN THE LOAN.** Lender agrees that: (a) unless otherwise agreed by Borrower in writing, Lender will not create or sell fractional interests in the Loan or participation interests in the Loan; (b) if Lender sells or assigns its rights in the Loan, then, unless otherwise agreed by Borrower in writing, such sale or assignment shall be of an undivided interest in all of Lender's right, title and interest in the Loan to a single purchaser or assignee; and (c) if Borrower consents to the creation or sale of any fractional interests in the Loan or any participation interests in the Loan, Lender agrees that such transaction shall comply with applicable State and federal law.

27. **INTEREST RATE**. The interest rate payable under the Loan Schedule shall never exceed the then maximum interest rate allowed for similar governmental obligations pursuant to Chapter 1204, Texas Government Code, as amended, or other applicable laws in effect as of the date of such Loan Schedule.

28. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Loan.

29. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Contract may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Borrower and Lender, then only one may be marked "Lender's Original" by Lender. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lender's Original" if there are multiple counterparts of said Schedule.

30. **SECTION 26.02 NOTICE; WRITTEN AMENDMENTS.**THE CONTRACT, THE LOAN SCHEDULE, AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION THEREWITH EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING THERETO, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. No Loan shall be modified, amended, altered, or changed except with the written consent of Borrower and Lender. Any provision of any Loan found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Loan.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first written above.

[_____]	**JPMORGAN CHASE BANK, N.A.**
(Borrower)	(Lender)
By: _____	By: _____
Title: _____	Title: Authorized Officer