TO: THE BOARD OF DIRECTORS OF LEANDER TODD MUNICIPAL UTILITY DISTRICT NO. 1 OF WILLIAMSON COUNTY, AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Leander TODD Municipal Utility District No. 1 of Williamson County will hold a special meeting on Thursday, June 3, 2021, at 12:00 p.m.

In accordance with the Governor's emergency proclamation suspending certain provisions of the Texas Open Meetings Act effective March 16, 2020 in response to the COVID-19 virus, the meeting will be conducted remotely. All persons, including members of the public, may participate in the meeting by using the instructions below.

Weblink Instructions:

Members of the public may join the meeting through the following web link: https://global.gotomeeting.com/join/369536661

Telephonic Instructions:

Members of the public may join the meeting telephonically by dialing the following telephone number: ± 1 (646) 749-3122 When your call is answered and when prompted, enter in the following Meeting ID below followed by the pound sign (#): 369-536-661

Meeting Packet:

A copy of the meeting packet is available at the following website: https://txdistrictinfo.org

Public Comment:

Public comment will be allowed during the Public Comment agenda item.

Meeting Topics:

The meeting will be held for the following purposes:

- 1. Public Comments.
- 2. Discuss, consider and take action regarding approval of minutes of the Board of Directors' May 12, 2021 meeting.
- 3. Discuss, consider and take action regarding Developer's Report regarding status of home sales, construction and development activities within the District.
- 4. Discuss, consider and take action on District Engineer's Report regarding the following matters:

- A. Plans and Specifications, Approvals and Authorizations to Bid;
- B. Construction Contract Awards;
- C. Construction Pay Estimates;
- D. Construction Change Orders;
- E. Acceptance of Facilities; and
- F. Other engineering matters.
- 5. Consider and take action regarding proposed issuance of Leander TODD Municipal Utility District No. 1 Unlimited Tax Bonds, Series 2021:
 - A. Receive Report from Financial Advisor regarding Sale of Bonds;
 - B. Award the Sale of the Bonds;
 - C. Adopt Order Authorizing the Issuance of \$3,750,000 Leander TODD Municipal Utility District No. 1 Unlimited Tax Bonds, Series 2021; Prescribing the Terms and Provisions Thereof; Making Provision for the Payment of the Interest Thereon and the Principal Thereof, Levying and Pledging the Proceeds of a Tax Authorizing the Sale of the Bonds; Authorizing a Paying Agent/Registrar Agreement; and Containing Other Provisions Relating to the Subject;
 - D. Approve Payment of Attorney General filing fee; and
 - E. Authorize the District's Officers and Directors, Financial Advisor, General Counsel and Bond Counsel to take all actions necessary, appropriate or convenient in connection with the sale of the Bonds, including, without limitation, executing appropriate documents in connection therewith.
- 6. Consider and take action regarding Bookkeepers Report and Payment of Bills and Invoices.

Anthony S. Corbett

Attorney for the District

The Board of Directors may go into Executive Session if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters. No final action, decision or vote will be taken on any subject or matter in Executive Session.

The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-328-2008 for further information.

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF

LEANDER TODD MUNICIPAL UTILITY DISTRICT NO. 1 OF WILLIAMSON COUNTY Wednesday, May 12, 2021

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

The Board of Directors of Leander TODD Municipal Utility District No. 1 of Williamson County (the "District") held a special meeting, open to the public, commencing at 12:00 p.m. on Wednesday, May 12, 2021. In accordance with the Governor's emergency proclamation suspending certain provisions of the Texas Open Meetings Act effective March 16, 2020 in response to the COVID-19 pandemic, the meeting was conducted remotely. The meeting agenda provided instructions for all persons, including members of the public, to participate in the meeting remotely by telephone or weblink.

The roll was called of the directors of the Board, to-wit:

Matt D. Matthews President
Greg Walling Vice President
Larry Treuter Secretary

Peter Dufrene Assistant Secretary

Josh Cameron Director

and all persons were present except Directors Matthews and Dufrene, thus constituting a quorum.

Also present were Prabin Basnet from Jones-Heroy & Associates, Inc.; Tommy Tucker from Johnson Development; Tyler Wilson from Municipal Accounts & Consulting, L.P.; Bob West from West, Davis & Company, LLP; and Lauren Hughes of McLean & Howard, L.L.P.

- 1. The Board first considered approval of the minutes from the Board's January 20, 2021 meeting. After discussion, Director Treuter made a motion to approve the January 20, 2021 Board meeting minutes as presented. Director Walling seconded the motion, which the Board passed unanimously (3-0).
- 2. The Board then considered the Engineer's Report. Mr. Basnet updated the Board on the status of construction projects within the District and recommended the Board approve the following:

Bryson Phase 2 Section 3 (JHA No. 0198-027) CC Carlton Industries, Ltd (98% Complete):

Pay Estimate No. 4 for \$237,217.50;

Pay Estimate No. 5 for \$107,153.62;

Pay Estimate No. 6 for \$190,079.55; Pay Estimate No. 7 for \$172,812.60; Change Order No. 1 for \$40,492.63 for revisions to dry utilities; and Change Order No. 2 for \$7,541.95 for retaining wall mortar

Director Treuter made a motion to approve the above-referenced pay estimates and change orders. Director Walling seconded the motion, which the Board passed unanimously (3-0).

Next, Mr. Prabin recommended the Board approve the following items:

Bryson Phases 7 & 13 (JHA No. 0198-028) D2 Excavating, Inc (64% Complete):

Award of contract to D2 Excavating, Inc.in the amount of \$1,944,907.75

Pay Estimate No. 1 for \$90,001.80;

Pay Estimate No. 2 for \$277,922.70;

Pay Estimate No. 3 for \$289,874.70;

Pay Estimate No. 4 for \$346,005.68;

Change Order No. 1 for \$7,175.00 for silt fence and clearing for dry utilities;

Change Order No. 2 for \$83,066.51 for water service line, revisions to dry utilities, and additional excavation and embankment; and

Change Order No. 3 for \$15,651.75 for water services, gate valves, and revisions to dry utilities.

Director Treuter made a motion to approve the above-referenced contract award, pay estimates and change orders. Director Walling seconded the motion, which the Board passed unanimously (3-0). A copy of the Engineer's Report is attached as an exhibit to these minutes.

- 3. The Board then considered the Preliminary Official Statement and publication of the Notice of Sale for the District's \$3,750,000 Unlimited Tax Bonds, Series 2021 (the "Bonds"). After discussion, Director Treuter made a motion to approve the Preliminary Official Statement and authorize the publication of the Notice of Sale of the Bonds. Director Walling seconded the motion, which the Board passed unanimously (3-0). Copies of the Preliminary Official Statement and Notice of Sale are attached as exhibits to these minutes.
- 4. The Board then considered an engagement letter from West, Davis & Company, LLP for preparation of Agreed Upon Procedures Report relating to disbursement of Bond proceeds and calculation of developer interest. Mr. West presented the engagement letter to the Board. After discussion, Director Treuter made a motion to approve the engagement of West, Davis & Company, LLP to prepare the Agreed Upon Procedures Report. Director Walling seconded the motion, which the Board passed unanimously (3-0). A copy of the engagement letter is attached as an exhibit to these minutes.
- 5. Next, Director Treuter made a motion to authorize such further action as may be necessary to proceed with the sale and issuance of the Bonds. Director Walling seconded the motion, which the Board passed unanimously (3-0).

6.	The Board then	received the Developer's	Repor	rt regarding the stat	us of home sa	ıles,
construction	and development	activities within the Dist	rict. N	Mr. Tucker presente	ed the report.	No
action was ta	aken by the Board.					

7. The Board then considered the Bookkeeper's Report from Municipal Accounts & Consulting, Inc. Mr. Wilson presented the Bookkeepers Report. After discussion, Director Treuter moved that the Board approve the report, and the payment of bills and invoices as presented. The motion was seconded by Director Walling, and passed unanimously (3-0). Copies of the approved bills and invoices are attached as exhibits to these minutes.

By unanimous acclamation, the Board adjourned the meeting at approximately 12:20 p.1	m.

Secretary, Board of Directors

(SEAL)

To: Board of Directors,

Leander TODD Municipal Utility District No. 1

From: Ken Heroy, P. E.

Jones – Heroy & Associates, Inc.

Subject: Leander TODD Municipal Utility District No. 1 (District);

Engineers Report for period ending May 27, 2021;

JHA No. 0198-001.

Agenda Item 4 - Engineering Items: We are pleased to present this update on projects currently underway for the District:

Action Items:

Bryson Phase 2 Section 3 (JHA No. 0198-027) CC Carlton Industries, Ltd (100% Complete):

The Board approved Pay Estimate Nos. 4-7 and Change Order Nos. 1-2 at the May 12, 2021 meeting. We have received and **recommend approval** of **Pay Estimate No. 8** for \$15,139.80.

Construction is complete, however we have not yet received the final pay estimate for retainage, water and sewer test results, engineer's certificate of completion, contractor's affidavit of bills paid, recorded plat, or record drawings.

Bryson Phases 7 & 13 (JHA No. 0198-028) D2 Excavating, Inc (90% Complete):

The Board approved contract award, Pay Estimate Nos. 1 - 4, and Change Order Nos. 1 - 3 at the May 12, 2021 meeting. We have received and **recommend approval** of **Pay Estimate No. 5** for \$401,758.65.

Bryson Phase 11 Section 1 (JHA No. 0198-025):

The project has been advertised and bids were opened on March 26, 2021. A total of 6 bids were received, with the lowest bid of \$2,949,765.88 being submitted by D2 Excavating, Inc. A copy of the bid tabulation is attached. The engineer has recommended the contract be awarded to the low bidder. We recommend approval of the contract award to D2 Excavating, Inc. in the amount of \$2,949,765.88.

Project Updates (No Action):

Bryson Phase 4, Section 4 (JHA No. 0198-024) C.C. Carlton Industries, Ltd (100% Complete):

The Board approved Pay Estimate No. 9 and Change Order No. 4 at the September 24, 2020 meeting. We have received Pay Estimate No. 10-Final for \$269,048.74 for retainage only and construction is complete, however we have not yet received the hydrostatic test results or contractor's affidavit of bills paid.

Project Summary:

Project	JHA #0198-	Contract Award	MUD Accepted
Offsite W&WW	005	$\sqrt{}$	1/20/2021
Phase 1 Section 1E & Phase 2 Section 1	011	$\sqrt{}$	8/14/2019
Phase 4 Section 1	013	$\sqrt{}$	1/24/2020
Phase 3 Section 1 & Phase 4 Section 2	014	$\sqrt{}$	4/15/2020
Phase 3 Section 2	015	$\sqrt{}$	1/24/2020
Phase 2 Section 2	016	$\sqrt{}$	4/15/2020
Phase 10 Section 1	017	$\sqrt{}$	1/20/2021
Phase 10 Section 2 & Offsite WL Phase 2	019	$\sqrt{}$	8/4/2020
Lift Station #34	020	$\sqrt{}$	4/15/2020
Phase 4 Section 3	021	$\sqrt{}$	8/4/2020
Phase 3 Section 3	022	$\sqrt{}$	8/4/2020
Phase 4 Section 4	024	$\sqrt{}$	
Phase 11 Section 1	025		
Phase 2 Section 3	027	V	
Phases 7 & 13	028	V	

 $S:\SJC-\ Projects\0198\ Leander\ TODD\ MUD\001\ General\Monthly\ Reports\Jun2021\ LTODD.docx$

APPLICATION FOR PAYMENT

CONTRACTOR:	oldings LLC, ON BEHALF OF LEANDER TODD I CARLTON INDUSTRIES, LTD 2620 BRUSHY (9/8/2020 9/23/2020			
	9/8/2020	CREEK LOOP, BLDG A CED	AR PARK, TX 78613	
Contract Date: Notice to Proceed: Substantial Completion: Final Completion: Weather Days:				
•			DATE:	4/29/2021
	1 ORIGINAL CONTRACT PRICE: \$	1,367,163.00	Estimate No.:	8
	2 APPROVED CHANGE ORDERS: \$	48,034.58		1 of 6
	3 TOTAL CONTRACT PRICE: \$	1,415,197.58		
ESTIMATE PER	RIOD FROM: 4/1/2021 TO:	4/30/2021		
	4 WORK COMPLETE TO DATE	\$ 1,415,197.58		
	5 LESS 10% RETAINAGE	\$ 141,519.76		
	6 TOTAL COMPLETE LESS RETAINAGE	\$ 1,273,677.82		
	7 LESS PREVIOUS PAYMENTS	\$ 1,258,538.02		
	8 TOTAL DUE THIS ESTIMATE 9 BALANCE TO FINISH PLUS RETAINAGE	\$ 15,139.80 \$ 141,519.76		
Contractor: CC Carlton Ind		Bryson MPC Holdings LL:	С	
Name APA DAUS Title: U.P.	Date: 4-79-707	Name: Title:	Date:	
Owner's Engineer: CSF Civ		Leander TODD Municipal	Utility District No. 1	
By: Christine A. Pot Name: Christine Potts	Date: 05/04/21	By: Name:	Date:	
Title: Project Manager City of Leander By: Name: Title:	Date:	Recommended for A. Googins 5-3-2		

APPLICATION AND CERTIFICATE FOR PA	AYMENT				PAGE 2	OF 6 PAGES
TO OWNER: Bryson MPC Holdings LLC		PROJECT: BRYSON 2-3		APPLICATION #: PERIOD TO: PROJECT NO:	EIGHT (8) 04/30/21 20-012	Distribution to: X Owner
FROM CONTRACTOR: C. C. CARLTON IND., LTD. 2620 BRUSHY CREEK LOOP, BLDG A CEDAR PARK, TX 78613		VIA ENGINEER: CSF CIVIL GROUP, LLC 3636 EXECUTIVE CENT AUSTIN, TEXAS 78731	ER DR., SUITE 209	CONTRACT DATE:	9/8/20	x Const. Mgr x Engineer Contractor
CONTRACT FOR: PUBLIC IMPROVEN	MENTS					
CONTRACTOR'S APPLICATION FOR PAY Application is made for payment, as sho Continuation Sheet is attached. 1. ORIGINAL CONTRACT SUM	own below, in connect	1,367,163.00 48,034.58	covered by this Application	for Payment has bee the Contractor for V	en completed i Vork for which	ontractor's knowledge, information and belief the Work in accordance with the Contract Documents, that all in previous Certificates for Payment were issued and it shown therein is now due.
3. CONTRACT SUM TO DATE (Line 1 +/- 4. TOTAL COMPLETED & STORED TO DA (Column G on Continuation Sheet	2) \$	1,415,197.58 1,415,197.58	By:State of: TEXAS	0-	Dotte: 4	-79-2021
5. RETAINAGE: a. 10.0% of Completed Work (Columns D+E on Continuation Sh b. 10.0% of Stored Material (Column F on Continuation Sheet Total Retainage (Line 5a + 5b or	\$ 14 seet)	1,519.76	County of: WILLIAMSON Subscribed and sworn to be me this day of Notary Public: My Commission expires.	APRIL 0-10-23		Jared Lee Davis My Commission Expires 06/10/2023 ID No. 132045543
Total in Column 1 of Continuation She 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PA (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE	\$	1,415,197.58 1,273,677.82 1,258,538.02 15,139.80	Architect certifies to the Ow	t Documents, based of oner that to the best e quality of the Work	of the Archite	ervations and the data comprising application, the ct's knowledge, information and belief the Work has ce with the Contract Documents, and the Contractor is
9. BALANCE TO FINISH, INCLUDING RET (Line 3 less Line 6)	AINAGE	519.76	AMOUNT CERTIFIED (Attach explanation if amou on the Continuation Sheet th	nt certified differs fro	om the amoun	t applied for. Initial all figures on this application and amount certified.)
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	Engineer:			
Total changes approved in previous months by Owner	\$48,034.58		Ву:		Dat	e:
Total approved this Month			This Certificate is not negoti payment and acceptance of	able. The AMOUNT	CERTIFIED is p	ayable only to the Contractor named herein. Issuance, any rights of the Owner of Contractor under this
TOTALS	\$48,034.58		Contract.			
NET CHANGES by Change Order	\$48,0	34.58				

Α	В				С	D	T	E	F				T		
Item	Description of Work	UNIT	QTY	UNIT	Scheduled		UANTITY COMPLE	TED	PREVIOUS	AMOUNT	AMOUNT	1 %	H Balance	0.44	
No.				PRICE	Value	PREVIOUS	THIS PERIOD	TO DATE	AMOUNT	THIS PERIOD	TO DATE	(G/C)	To Finish (C - G)	Retaina	,e
	SECTION A. MUD GRADING & DRAINA	GE													
A1	MOBILIZATION	LS	1.00	\$ 43,700.00	\$ 43.	700.00 1.00		1.00	\$43,700.00		\$43,700.00	100.00%			
A2	CLEARING AND GRUBBING LIMITS OF ROW	ACRE	3.00	\$ 5,000.00	\$ 15,	000.00 3.00		3.00	\$15,000.00		\$15,000.00				4,370.0
А3	DRAINAGE AND ROADWAY GRADING EARTHWORK TO SUBGRADE (CUT)	LS	1.00	\$ 35,000.00	\$ 35,	000.00 1.00		1.00	\$35,000.00		\$35,000.00				1,500.0 3,500.0
A4	DRAINAGE AND ROADWAY GRADING EARTHWORK TO SUBGRADE (FILL)	LS	1.00	\$ 10,000.00	\$ 10,	000.00 1.00		1.00	\$10,000.00		\$10,000.00	100.00%	5		1,000.0
A5	DRAINAGE AND ROADWAY GRADING IMPORT/HAULOFF	LS	1.00	\$ 15,000.00	\$ 15,	000.00 1.00		1.00	\$15,000.00		\$15,000.00	100.00%			1,500.0
A6	LOT GRADING INCLUDING CUT/FILL & IMPORT/EXPORT	LS	1.00	\$ 65,000.00	\$ 65,	000.00 1.00		1.00	\$65,000.00		\$65,000.00	100.00%			6,500.0
A7	GRAVITY RETAINING WALL	LF	465.00	\$ 100.00	\$ 46,	500.00 465.00		465.00	\$46,500.00		\$46,500.00	100.00%			4.650.0
A8	STABILIZED CONSTRUCTION ENTRANCE	EA	1.00			500.00 1.00		1.00	\$2,500.00		\$2,500.00			+ '	4,650.0 250.0
A9	CURB INLET PROTECTION	EA	7.00			700.00 7.00		7.00	\$700.00		\$700.00			 	70.0
A10	SILT FENCE	LF	3,405.00			215.00 3,405.00		3,405.00	\$10,215.00		\$10,215.00				1.021.5
A11	ROCK BERM	LF	60.00			000.00 60.00		60.00	\$3,000.00		\$3,000,00				300.0
A12	18" REINFORCED CONCRETE PIPE, CLASS 3	LF	400.00	\$ 80.00		000.00 400.00		400.00	\$32,000.00		\$32,000.00				3.200.0
A14 A17	30" REINFORCED CONCRETE PIPE, CLASS 3	LF	95.00	-		350.00 95.00		95.00	\$12,350.00		\$12,350.00				1,235.0
A1/	30" SLOPED CONCRETE HEADWALL	EA	2.00	\$ 3,000.00	\$ 6,	000.00 2.00		2.00	\$6,000.00		\$6,000.00	100.00%			600.0
A18	MORTARED ROCK RIP RAP SPLASH PAD AT HEADWALLS	SF	25.00			250.00 25.00		25.00	\$1,250.00		\$1,250.00	100.00%			125.0
A19	5' DIA MANHOLE	EA	1.00	\$ 5,000.00	\$ 5,	000.00 1.00		1.00	\$5,000.00		\$5,000.00	100.00%			500.0
A20	ADJUST EXISTING MANHOLE TO FINISHED GRADE	EA	3.00	\$ 1,000.00	\$ 3,	3.00		3.00	\$3,000.00		\$3,000.00	100.00%			300.0
A21	10' CURB INLET INCL. TRANSITIONS	EA	7.00	\$ 5,400.00	\$ 37,	800.00 7.00		7.00	\$37,800.00		\$37,800.00	100.00%		<u> </u>	3,780.0
A22	REVEGETATION OF RIGHT OF WAY AND GRADING AREAS (PONDS NOT INCLUDED)	SY	32,055.00	\$ 0.80	\$ 25,	544.00 16,027.50	16,027.50	32,055.00	\$12,822.00	\$12,822.00	\$25,644.00				2,564.4
A23	SAFETY TRENCH	LF	495.00	\$ 1.00	\$	495.00 495.00		495.00	\$495.00		\$495.00	100.00%		-	
								455.00	\$455.00		\$495.00	100.00%		-	49.5
	SUBTOTAL MUD GRADING & DRAINAGE				\$ 370,15	4.00			\$357,332.00	\$12,822,00	\$370,154.00	100.00%	\$ -	\$ 37.0	15.40
	SECTION C. MUD WATER								, , , , , , , , , , , , , , , , , , , ,	,,	70,000	200,007,0	1 4	37,0	13.40
B1	8" C900 PVC WATER MAIN	LF	1,955.00	\$ 40.00	\$ 78,	200.00 1,955.00		1.955.00	\$78,200.00	T	\$78,200.00	100.00%		Г -	7.000.0
B2	8" GATE VALVE	EA	4.00	\$ 2,100.00	\$ 8,	400.00 4.00		4.00	\$8,400.00		\$8,400.00	100.00%		-	7,820.0
В3	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE)	EA	5.00	\$ 5,500.00	\$ 27,	500.00 5.00		5.00	\$27,500.00		\$27,500.00	100.00%			840.0 2,750.0
B4	CONNECT TO EXISTING WATER LINE AND REMOVE EXISTING BLOWOFF VALVE	EA	1.00	\$ 4,000.00	\$ 4,	000.00 1.00		1.00	\$4,000.00		\$4,000.00	100.00%			400.0
B5	DOUBLE SERVICE LONG	EA	10.00	\$ 2,150.00	\$ 21.	500.00 10.00		10.00	\$21,500.00		\$21,500.00	100.00%		 	
B6	DOUBLE SERVICE SHORT	EA	6.00	\$ 2,050.00		300.00 6.00		6.00	\$12,300.00		\$12,300.00	100.00%	-		2,150.0 1.230.0
B7	SINGLE SERVICE LONG	EA	6.00	\$ 1,950.00		700.00 6.00		6.00	\$11,700.00		\$12,300.00	100.00%			1,230.0 1.170.0
B8	SINGLE SERVICE SHORT	EA	2.00	\$ 1,850.00	\$ 3.	700.00 2.00		2.00	\$3,700.00		\$3,700.00	100.00%		-	
B9	SAFETY TRENCH	LF	1,955.00	\$ 0.10		1,955.00		1,955.00	\$195.50		\$3,700.00	100.00%			370.0 19.5
									1.20100		Ç233.30	100.0076			19.5
	SUBTOTAL MUD WATER				\$ 167,49	5.50			\$167,495.50		\$167,495.50	100.00%	\$ -	\$ 16,7	49.55

	SECTION D. MUD WASTEWATER														
C2	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER (ALL DEPTHS)	LF	2,745.00	\$ 55.00	\$	150,975.00	2,745.00	2,745.00	\$150,975.00		\$150,975.00	100.00%			15,097
C6	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, 0'-8' DEEP	EA	16.00	\$ 3,500.00	\$	56,000.00	16.00	16.00	\$56,000.00		\$56,000.00	100.00%			5,600
C7	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, EXTRA DEPTH	VF	45.00	\$ 600.00	\$	27,000.00	45.00	45.00	\$27,000.00		\$27,000.00	100.00%		<u> </u>	2,700
C8	WASTEWATER MANHOLE STANDARD RING AND COVER, INCLUDING ADJUSTMENT TO FINISHED GRADE	EA	18.00	\$ 1,200.00	\$	21,600.00	18.00	18.00	\$21,600.00		\$21,600.00	100.00%			2,160
C9	COATING FOR WASTEWATER MANHOLES	EA	18.00	\$ 1,000.00	\$	18.000.00	18.00	18.00	\$18,000,00		\$18,000.00	100.00%		-	
	8" CLEANOUT	EA	1.00	\$ 1,500.00	\$	1,500.00	1.00	1.00	\$1,500.00		\$1,500.00	100.00%		-	1,800
C10	CONSTRUCT MANHOLE ON EXISTING WASTEWATER MAIN	EA	2.00	\$ 12,000.00	\$	24,000.00	2.00	2.00	\$24,000.00		\$24,000.00	100.00%			2,400
C11	18" STEEL ENCASEMENT (UNDER WALL)	LF	12.00	\$ 200.00	S	2,400.00	12.00	12.00	\$2,400.00		\$2,400.00	100.00%		+	
C12	DOUBLE SERVICE LONG	EA	6.00	\$ 2,350.00	\$	14.100.00	6.00	6.00	\$14.100.00		\$14,100.00	100.00%			240
C13	DOUBLE SERVICE SHORT	EA	9.00	\$ 1,950.00	\$	17,550.00	9.00	9.00	\$17,550.00		\$17,550.00	100.00%		-	1,410
C14	SINGLE SERVICE LONG	EA	5.00	\$ 2,150.00	\$	10,750.00	5.00	5.00	\$10,750.00		\$10,750.00	100.00%			1,755
C15	SINGLE SERVICE SHORT	EA	5.00	\$ 1,750.00	\$	8,750,00	5.00	5.00	\$8,750.00		\$8,750.00	100.00%			1,075
	TRENCH SAFETY ALL DEPTHS	LF	2,745.00	\$ 1.00	\$	2,745.00	2,745.00	2,745.00	\$2,745.00		\$2,745.00	100.00%			875 274
	SUBTOTAL MUD WASTEWATER				\$	355,370.00			\$355,370.00		\$355,370.00	100.00%	\$ -	\$	35,537.0
	TOTAL MUD ITEMS				\$	893,019.50			\$880,197.50	\$12,822.00	\$893,019.50	100 00%	Ś -	Ś	89,301.9
-	DEVELOPER PAVING									, , , , , , , , , , , , , , , , , , , ,	7000/020100	20010070	Υ	1 4	05,501.5
A1	24" CONCRETE CURB AND GUTTER	LF	3,935.00	ć 17.50	TA										
A2	2" HMAC	SY	7,062.00		-	68,862.50	3,935.00	3,935.00	\$68,862.50		\$68,862.50	100.00%			6,886.
1.15	8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND	31	7,062.00	\$ 12.00	\$	84,744.00	7,062.00	7,062.00	\$84,744.00		\$84,744.00	100.00%			8,474.
		SY	9,365.00	\$ 9.00	\$	84,285.00	9,365.00	9,365.00	\$84,285.00		\$84,285.00	100.00%			8,428.
А3	BOC														2,622.
A3 A4	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC	SY	9,365.00	\$ 2.80	\$	26,222.00	9,365.00	9,365.00	\$26,222.00		\$26,222.00	100.00%		1	
A4 A6	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC STREET/STOP SIGN AND POST	SY EA	9,365.00 2.00			26,222.00 700.00	9,365.00	9,365.00	10 100 00000000000000000000000000000000						
A4 A6 A7	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC STREET/STOP SIGN AND POST 4' WIDE CONCRETE SIDEWALK				\$				\$26,222.00 \$700.00 \$24,530.00		\$700.00	100.00%			70.
A4 A6 A7 A8	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC STREET/STOP SIGN AND POST	EA	2.00	\$ 350.00	\$	700.00	2.00	2.00 1,115.00	\$700.00 \$24,530.00		\$700.00 \$24,530.00	100.00% 100.00%			70 2,453
A4 A6 A7	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC STREET/STOP SIGN AND POST 4' WIDE CONCRETE SIDEWALK	EA LF	2.00 1,115.00	\$ 350.00 \$ 22.00	\$ \$	700.00 24,530.00	2.00 1,115.00	2.00	\$700.00		\$700.00	100.00%			

	DEVELOPER DRY UTILITIES																
B1	ELECTRIC (PEC DESIGN)	LS	1.00	\$	60,000.00	\$ 60,000,00	1.00		1.00	ACO 000 00							
B2	STREETLIGHTS INCLUDING CONDUIT, METER AND ALL	ıs	1.00		55,000.00					\$60,000.00		\$60,000.00	100.00%	6			6,000.0
В3	APPURTENANCES	-			- 3	\$ 55,000.00	1.00		1.00	\$55,000.00		\$55,000.00	100.00%	5			5,500.0
83	GAS INCLUDING ALL APPURTENANCES	LS	1.00	\$	42,000.00	\$ 42,000.00	1.00		1.00	\$42,000.00		\$42,000.00	100.00%	5		-	4,200.0
	SUBTOTAL DEVELOPER DRY UTILITIES	-				\$ 157,000,00											4,200.0
	SOUTOTAL DEVELOPER DRI OTILITIES					\$ 157,000.00				\$157,000.00		\$157,000.00	100.00%	\$	-	\$	15,700.00
	TOTAL DEVELOPER ITEMS					ć 450.440.50 l											
	TO THE DEVELOTER TIENS					\$ 458,143.50				\$458,143.50		\$458,143.50	100.00%	\$	-	\$	45,814.35
	BONDS				-												
	PERFORMANCE, PAYMENT AND MAINTENANCE BONDS	LS	1.00	\$	16,000.00	\$ 16,000.00	0.75	0.25	1.00	\$12,000.00	\$4,000.00	\$16,000.00	100.00%				1,600.0
												1 10				-	1,000.0
	TOTAL BONDS					\$ 16,000.00				\$12,000.00	\$4,000.00	¢16 000 00	100.000/	ė		4	
	TOTAL BONDS																
	TOTAL BONDS					7 10,000.00				\$12,000.00	\$4,000.00	\$16,000.00	100.00%	3	-	\$	1,600.00
	CHANGE ORDER 01					7 10,000.00				\$12,000.00	34,000.00	\$16,000.00	100.00%	3		\$	1,600.00
CO1-1	CHANGE ORDER 01 REVISED PEC PLANS	LS	1.00	\$	2,080.00	\$ 2,080,00	1.00		1.00		\$4,000.00			13		\$	
CO1-2	CHANGE ORDER 01 REVISED PEC PLANS REVISED ATMOS PLANS	LS	1.00		-	7 10,000.00	1.00		1.00	\$2,080.00	34,000.00	\$2,080.00	100.00%	3		\$	208.0
CO1-2	CHANGE ORDER 01 REVISED PEC PLANS REVISED ATMOS PLANS ADD-ALT - SEPARATE TRENCH FOR GAS	LS LF	1.00 2,219.00		4,140.00 15.00	\$ 2,080.00					34,000.00	\$2,080.00 \$4,140.00	100.00% 100.00%	3		\$	208.0 414.0
CO1-2	CHANGE ORDER 01 REVISED PEC PLANS REVISED ATMOS PLANS ADD-ALT - SEPARATE TRENCH FOR GAS	LS	1.00		4,140.00	\$ 2,080.00 \$ 4,140.00	1.00		1.00	\$2,080.00 \$4,140.00	\$4,000.00	\$2,080.00	100.00%	3		\$	208.0 414.0 3,328.5
CO1-2	CHANGE ORDER 01 REVISED PEC PLANS REVISED ATMOS PLANS ADD-ALT - SEPARATE TRENCH FOR GAS BOND	LS LF	1.00 2,219.00		4,140.00 15.00	\$ 2,080.00 \$ 4,140.00 \$ 33,285.00 \$ 987.63	1.00 2,219.00		1.00 2,219.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63	\$4,000.00	\$2,080.00 \$4,140.00 \$33,285.00	100.00% 100.00% 100.00%	3		\$	208.00 414.00 3,328.50
CO1-2	CHANGE ORDER 01 REVISED PEC PLANS REVISED ATMOS PLANS ADD-ALT - SEPARATE TRENCH FOR GAS	LS LF	1.00 2,219.00		4,140.00 15.00	\$ 2,080.00 \$ 4,140.00 \$ 33,285.00	1.00 2,219.00		1.00 2,219.00	\$2,080.00 \$4,140.00 \$33,285.00	\$4,000.00	\$2,080.00 \$4,140.00 \$33,285.00	100.00% 100.00% 100.00%			\$	208.00 414.00 3,328.50 98.76
CO1-2	CHANGE ORDER 01 REVISED PEC PLANS REVISED ATMOS PLANS ADD-ALT - SEPARATE TRENCH FOR GAS BOND	LS LF	1.00 2,219.00		4,140.00 15.00	\$ 2,080.00 \$ 4,140.00 \$ 33,285.00 \$ 987.63	1.00 2,219.00		1.00 2,219.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63	\$4,000.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63	100.00% 100.00% 100.00%				208.0 414.0 3,328.5 98.7
CO1-2	CHANGE ORDER 01 REVISED PEC PLANS REVISED ATMOS PLANS ADD-ALT - SEPARATE TRENCH FOR GAS BOND SUBTOTAL CHANGE ORDER 01	LS LF LS	1.00 2,219.00 1.00		4,140.00 15.00 987.63	\$ 2,080.00 \$ 4,140.00 \$ 33,285.00 \$ 987.63 \$ 40,492.63	1.00 2,219.00 1.00		1.00 2,219.00 1.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63	\$4,000.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63	100.00% 100.00% 100.00% 100.00%				208.0 414.0 3,328.5 98.7
CO1-2 CO1-3 CO1-4	CHANGE ORDER 01 REVISED PEC PLANS REVISED ATMOS PLANS AOD-ALT - SEPARATE TRENCH FOR GAS BOND SUBTOTAL CHANGE ORDER 01 CHANGE ORDER 02 RETAINING WALL MORTAR	LS LF	1.00 2,219.00	\$ \$	4,140.00 15.00	\$ 2,080.00 \$ 4,140.00 \$ 33,285.00 \$ 987.63 \$ 40,492.63	1.00 2,219.00 1.00 2,264.00		1.00 2,219.00 1.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63	\$4,000.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63	100.00% 100.00% 100.00% 100.00%				208.0 414.0 3,328.5 98.7 4,049.26
CO1-2 CO1-3 CO1-4	CHANGE ORDER 01 REVISED PEC PLANS ADD-ALT - SEPARATE TRENCH FOR GAS BOND SUBTOTAL CHANGE ORDER 01 CHANGE ORDER 02 RETAINING WALL MORTAR BOND	LS LF LS	1.00 2,219.00 1.00 2,264.00	\$ \$	4,140.00 15.00 987.63	\$ 2,080.00 \$ 4,140.00 \$ 33,285.00 \$ 987.63 \$ 40,492.63	1.00 2,219.00 1.00		1.00 2,219.00 1.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63	\$4,000.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63	100.00% 100.00% 100.00% 100.00%				208.0 414.0 3,328.5 98.7 4,049.26
CO1-2 CO1-3 CO1-4	CHANGE ORDER 01 REVISED PEC PLANS REVISED ATMOS PLANS AOD-ALT - SEPARATE TRENCH FOR GAS BOND SUBTOTAL CHANGE ORDER 01 CHANGE ORDER 02 RETAINING WALL MORTAR	LS LF LS	1.00 2,219.00 1.00 2,264.00	\$ \$	4,140.00 15.00 987.63	\$ 2,080.00 \$ 4,140.00 \$ 33,285.00 \$ 987.63 \$ 40,492.63	1.00 2,219.00 1.00 2,264.00		1.00 2,219.00 1.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63 \$7,358.00 \$183.95	\$4,000.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63 \$7,358.00 \$183.95	100.00% 100.00% 100.00% 100.00%	\$	-	\$	208.00 414.00 3,328.50 98.70 4,049.26 735.80
CO1-2 CO1-3 CO1-4	CHANGE ORDER 01 REVISED PEC PLANS ADD-ALT - SEPARATE TRENCH FOR GAS BOND SUBTOTAL CHANGE ORDER 01 CHANGE ORDER 02 RETAINING WALL MORTAR BOND	LS LF LS	1.00 2,219.00 1.00 2,264.00	\$ \$	4,140.00 15.00 987.63	\$ 2,080.00 \$ 4,140.00 \$ 33,285.00 \$ 987.63 \$ 40,492.63 \$ 7,358.00 \$ 183.95	1.00 2,219.00 1.00 2,264.00		1.00 2,219.00 1.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63	\$4,000.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63	100.00% 100.00% 100.00% 100.00%	\$			208.0 414.0 3,328.5 98.7 4,049.26
CO1-2 CO1-3 CO1-4	CHANGE ORDER 01 REVISED PEC PLANS ADD-ALT - SEPARATE TRENCH FOR GAS BOND SUBTOTAL CHANGE ORDER 01 CHANGE ORDER 02 RETAINING WALL MORTAR BOND	LS LF LS	1.00 2,219.00 1.00 2,264.00	\$ \$	4,140.00 15.00 987.63 3.25 183.95	\$ 2,080.00 \$ 4,140.00 \$ 33,285.00 \$ 987.63 \$ 40,492.63 \$ 7,358.00 \$ 183.95	1.00 2,219.00 1.00 2,264.00		1.00 2,219.00 1.00	\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63 \$7,358.00 \$183.95		\$2,080.00 \$4,140.00 \$33,285.00 \$987.63 \$40,492.63 \$7,358.00 \$183.95	100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$	-	\$	1,600.00 208.00 414.00 3,328.50 98.76 4,049.26 735.80 18.40 754.20

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Bryson 2-3	
Job No. <u>20-012</u>	
check) in the sum of \$15,139.80 payable to check) and when the check has been properly entit is drawn, this document becomes effective training from a payment bond that complies with payment bond right, any claim for payment, and statute related to claim or payment rights for per on the property of Bryson MPC Holdings LLC (owner)	dorsed and has been paid by the bank on which to release any mechanic's lien right, any right the a state or federal statute, any common law any rights under any similar ordinance, rule, or sons in the signer's position that the signer has
This release covers a progress payment furnished to the property or to Bryson MPC Holdings indicated in the attached statement(s) or propertiention, pending modifications and changes, or retention,	gress payment request(s), except for unpaid
Before any recipient of this document relievidence of payment to the signer.	es on this document, the recipient should verify
The signer warrants that the signer has all this progress payment to promptly pay in ful materialmen, and suppliers for all work, material above referenced project in regard to the attached	s, equipment, or services provided for or to the
Date 4/29/2021	
C.C. CARLTON INDUSTRIES LTD	(Company name)
By	(Signature)
PROJECT MANAGER	(Title)
STATE OF TEXAS \$ \$ COUNTY OF WILLIAMSON \$	
This instrument was acknowledged before no matt cummings (name), C.C. CARLTON INDUSTRIES LTD (company name).	ne on this 29TH day of APRIL (job, title), by PROJECT MANAGER (job, title) of
Jared Lee Davis My Commission Expires 06/10/2023 ID No. 132045543	NOTARY PUBLIC, STATE OF TEXAS

APPLICATION AND CERTIFICATION FOR PAYMENT			AIA DOCUMENT G702	2	PAGE 1 OF 2 PAGES
TO OWNER: BRYSON MPC HOLDINGS LLC	PROJECT: I	Bryson 7 & 13	APPLICATION NO: DATE: PERIOD TO:	5 4/20/2021 04/31/20201	Distribution to: OWNER X ENGINEER CONTRACTOR
FROM CONTRACTOR: D2 Excavating Inc. 204 CR 180 Leander, Texas 78641 CONTRACT FOR: Site work			PROJECT NO: CONTRACT DATE:		
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection Continuation Sheet, AIA Document G703, is attached.	ection with the Contract.		and belief the Work covere with the Contract Documer	ed by this Application f nts, that all amounts h s for Payment were iss	best of the Contractor's knowledge, information for Payment has been completed in accordance have been paid by the Contractor for Work for sued and payments received from the Owner, due.
 ORIGINAL CONTRACT SUM Net change by Change Orders CONTRACT SUM TO DATE (Line 1 ± 2) TOTAL COMPLETED & STORED TO Date (Column D + E or 		\$ 1,637,820.75 \$ 90,241.51 \$ 1,728,062.26 \$ 1,561,737.26	CONTRACTOR:		D2 Excavating Inc. Date: 4/20/21
 5. RETAINAGE: a. 10 % of Completed Work (Column D + E on G703) b. (Colum % of Stored Material Total Retainage (Lines 5a + 5b or 	\$156,173.73 \$		State of Texas Subscribed and sworn to be Notary Public: My Commission expires:	CV DI	y of April, 2021 RENEE DUERR Notary Public # 13138010-1 My Comr fon Expires December 12, 2021
Total in Column I of G703) 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE	- - [\$ 1,405,563.53 \$ 1,003,804.88 \$ 401,758.65	comprising the application Engineers's knowledge, inf	ntract Documents, bas , the Engineer certifie ormation and belief th ce with the Contract D	sed on on-site observations and the data s to the Owner that to the best of the he Work has progressed as indicated, the quality ocuments, and the Contractor is entitled to
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$ 322,498.73	AMOUNT CERTIFIED	·······)1,758.65
CHANGE ORDER SUMMARY Total changes approved in previous months by Owner Total approved this Month		DEDUCTIONS \$ - \$ -	Application and on the Cor	ntinuation Sheet that a	rom the amount applied. Initial all figures on this are changed to conform to the amount certified.
TOTALS NET CHANGES by Change Order	\$ 90,241.51		This Certificate is not nego	tiable. The AMOUNT ayment and acceptane	CERTIFIED is payable only to the Contractor ce of payment are without prejudice to any

Recommended for Payment A. Googins 5-4-21

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5 APPLICATION DATE: 4/20/2021

PERIOD TO: 04/31/2021 PROJECT: Bryson 7 & 13

Α	В	С	D	E	F	G		Н	1
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL		BALANCE	RETAINAGE
NO.		VALUE	FROM PREV. APPLICATION (D+E)	THIS PERIOD	PRESENTLY STORED NOT IN (D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	TO FINISH (C - G)	(IF VARIABLE RATE)
SECTION A	. MUD DRAINAGE AND GRADING								
A1	MOBILIZATION, LUMP SUM	\$25,000.00	\$25,000.00			\$25,000.00	100.00%		\$2,500.00
	DEMOLITION OF EXISTING ROADWAYS AND STRUCTURES AS SHOWN ON								
A2	SHEET 8 OF PLANS	\$8,000.00	\$8,000.00			\$8,000.00	100.00%		\$800.00
	CLEARING AND GRUBBING ROW, SPOILS AND UTILITY EASEMENTS COMPLETE					1			
A3	IN PLACE AS DETAILED AND SPECIFIED	\$10,000.00	\$10,000.00			\$10,000.00	100.00%		\$1,000.00
	DRAINAGE AND ROADWAY GRADING EARTHWORK TO SUBGRADE(CUT),								
A4	COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	\$22,842.00	\$22,842.00			\$22,842.00	100.00%		\$2,284.20
	DRAINAGE AND ROADWAY GRADING EARTHWORK (FILL), COMPLETE IN								
A5	PLACE AS DETAILED AND SPECIFIED *	\$4,710.00	\$4,710.00			\$4,710.00	100.00%		\$471.00
A6	STOCKPILE FOR DRAINAGE AND ROADWAY GRADING	\$2,930.25	\$2,930.25			\$2,930.25	100.00%		\$293.03
A7	STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND SPECIFIED	\$3,000.00	\$3,000.00			\$3,000.00	100.00%		\$300.00
A8	INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$1,000.00	\$1,000.00			\$1,000.00	100.00%		\$100.00
A9	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$9,600.00	\$9,600.00			\$9,600.00	100.00%		\$960.00
A10	TREE PROTECTION	\$2,050.00	\$2,050.00			\$2,050.00	100.00%		\$205.00
A11	ROCK BERMS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$3,375.00						\$3,375.00	
A12	REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$63,600.00						\$63,600.00	
A13	CURLEX MATTING ALONG 3:1 SLOPES AS DETAILED AND SPECIFIED	\$9,075.00						\$9,075.00	
A14	CONCRETE WASHOUT AREA	\$1,100.00	\$1,100.00			\$1,100.00	100.00%		\$110.00
	18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED								
A15	AND SPECIFIED	\$10,248.00	\$10,248.00			\$10,248.00	100.00%		\$1,024.80
	18" REINFORCED CONCRETE PIPE, CLASS 4 COMPLETE IN PLACE AS DETAILED								
A16	AND SPECIFIED (183 A CULVERT)	\$15,246.00	\$15,246.00			\$15,246.00	100.00%		\$1,524.60
	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED								
A17	AND SPECIFIED	\$27,084.00	\$27,084.00			\$27,084.00	100.00%		\$2,708.4
	30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED					A			
A18	AND SPECIFIED	\$25,300.00	\$25,300.00			\$25,300.00	100.00%		\$2,530.00
	30" REINFORCED CONCRETE PIPE, CLASS 4 COMPLETE IN PLACE AS DETAILED								
A19	AND SPECIFIED	\$2,530.00	\$2,530.00			\$2,530.00	100.00%		\$253.0
	36" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED								
A20	AND SPECIFIED	\$30,290.00	\$30,290.00			\$30,290.00	100.00%		\$3,029.0
A21	5' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$11,000.00	\$11,000.00			\$11,000.00	100.00%		\$1,100.0
	10' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND								
A22	SPECIFIED	\$24,000.00	\$24,000.00			\$24,000.00	100.00%		\$2,400.0

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 4/20/2021
PERIOD TO: 04/31/2021

PROJECT: Bryson 7 & 13

Α	В	С	D	E	F	G		Н	1
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL		BALANCE	RETAINAGE
NO.		VALUE	FROM PREV. APPLICATION (D+E)	THIS PERIOD	PRESENTLY STORED NOT IN (D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	TO FINISH (C - G)	(IF VARIABLE RATE)
	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND								
A23	SPECIFIED	\$1,300.00	\$1,300.00			\$1,300.00	100.00%		\$130.00
A24	CONSTRUCTION STAKING FOR WATER, WASTEWATER, AND DRAINAGE IMPROVEMENTS	\$11,000.00	\$11,000.00			\$11,000.00	100.00%		\$1,100.00
A25	4'X4 AREA INLET PER CITY OF AUSTIN DETAIL 508S-9 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$12,000.00	\$12,000.00			\$12,000.00	100.00%		\$1,200.00
A26	2-18" SLOPED END HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$4,000.00	\$4,000.00			\$4,000.00	100.00%		\$400.00
A27	30" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, AS DETAILED AND SPECIFIED (INCLUDES GROUTED ROCK RIP RAP) REMOVE AND REPLACE CONCRETE NEAR EXISTING POWER POLE AS CALLED	\$17,500.00	\$17,500.00			\$17,500.00	100.00%		\$1,750.00
A28	OUT IN SHEET 26	\$8,200.00	\$8,200.00			\$8,200.00	100.00%		\$820.00
A29	SMARTBATCH DETENTION OUTLET STRUCTURE (INCLUDES OUTLET PIPE SMART BATCH VALVE AND MANHOLE TO CONNECT TO EXISTING STORM SYSTEM) COMPLETE IN PLACE AS DETAILED AND SPECIFIED (PONDS C)	\$32,000.00	\$32,000.00			\$32,000.00	100.00%		\$3,200.00
A30	SMARTBATCH DETENTION OUTLET STRUCTURE (INCLUDES OUTLET PIPE SMART BATCH VALVE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED (PONDS B)	\$32,000.00	\$32,000.00			\$32,000.00	100.00%		\$3,200.00
A31	6" WQ OUTFALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED PER DETAIL 508S-15 (INCLUSIVE OF ROCK RIP RAP) (POND B) DETENTION POND TYPE II ACCESS DRIVEWAYS AS DETAILED AND SPECIFIED	\$3,600.00	\$3,600.00			\$3,600.00	100.00%		\$360.00
A32	INCLUDING DRIVEWAY (PONDS C)	\$2,100.00						\$2,100.00	
A33	DETENTION POND OUTLET STRUCTURE AS DETAILED AND SPECIFIED (POND C) DETENTION POND OUTLET STRUCTURE AS DETAILED AND SPECIFIED INCLUDES STRUCTURAL DESIGN OF WALLS SHOWN FOR POND OUTLET	\$11,000.00	\$11,000.00			\$11,000.00	100.00%		\$1,100.00
A34	(POND B)	\$10,700.00	\$10,700.00			\$10,700.00	100.00%		\$1,070.00
A35	SPECIFIED (PONDS B & C)	\$2,800.00	\$2,800.00	-\$2,800.00				\$2,800.00	
A36	CLEARING AND GRUBBING POND, ROW AND SPOILS AREA COMPLETE IN PLACE AS DETAILED AND SPECIFIED (PONDS B & C) DETENTION POND GRADING EARTHWORK (CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	\$7,700.00	\$7,700.00			\$7,700.00	100.00%		\$770.00
A37	(PONDS B & C) DETENTION POND GRADING EARTHWORK(FILL), COMPLETE IN PLACE AS	\$11,101.50	\$11,101.50	-		\$11,101.50	100.00%		\$1,110.15
A38	DETAILED AND SPECIFIED* (PONDS B & C)	\$498.75	\$498.75			\$498.75	100.00%		\$49.88
A39	EXPORT (ASSUME OFFSITE EXPORT) (IF NEEDED)* (PONDS B & C)	\$1,200.25	\$1,200.25			\$1,200.25	100.00%		\$120.03
A40 (ALT2)	ADDITIONAL CLEARING AND GRUBBING FOR SPOILS STOCKPILE AREA	\$2,500.00	\$2,500.00			\$2,500.00			\$250.00
	SUBTOTAL SECTION A. MUD GRADING AND DRAINAGE	\$483,180.75	\$405,030.75	-\$2,800.00		\$402,230.75	83.25%	\$80,950.00	\$40,223.08

AIA DOCUMENT G703 CONTINUATION SHEET

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Contractor's signed certification is attached.

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5

APPLICATION DATE: 4/20/2021 PERIOD TO: 04/31/2021 PROJECT: Bryson 7 & 13

Α	В	C	D	E	F	G		Н	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COM FROM PREV. APPLICATION (D+E)	MPLETED THIS PERIOD	MATERIALS PRESENTLY STORED NOT IN (D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
ECTION P	3. MUD WATER								
ECHONE	12" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND				T	1			T
31	SPECIFIED	\$3,240.00	\$3,240.00			\$3,240.00	100.00%		\$324.00
,,	J. Contract		100						
32	8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$80,940.00	\$80,940.00			\$80,940.00	100.00%		\$8,094.00
	AUTOMATIC BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND								
33	SPECIFIED	\$9,600.00	\$9,600.00			\$9,600.00	100.00%		\$960.00
34	8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$13,500.00	\$13,500.00			\$13,500.00	100.00%		\$1,350.00
	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE)								
35	COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$23,500.00	\$23,500.00			\$23,500.00	100.00%		\$2,350.00
	12"x18" TAPPING SLEEVE AND VALVE COMPLETE IN PLACE AS DETAILED AND								Service State of the Service S
36	SPECIFIED	\$8,900.00	\$8,900.00			\$8,900.00	100.00%		\$890.00
	8"x12" TAPPING SLEEVE AND VALVE COMPLETE IN PLACE AS DETAILED AND								
37	SPECIFIED	\$5,200.00	\$5,200.00			\$5,200.00	100.00%		\$520.00
	PRESSURE REDUCING VALVE COMPLETE IN PLACE AS DETAILED AND								
38	SPECIFIED	\$97,000.00	\$97,000.00			\$97,000.00			\$9,700.00
39	4" PVC SLEEVES	\$6,344.00	\$6,344.00			\$6,344.00			\$634.40
310	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$2,190.00	\$2,190.00			\$2,190.00			\$219.00
311	TESTING (HYDROSTATIC) & CHLORINATION	\$2,190.00	\$2,190.00			\$2,190.00			\$219.00
	SUBTOTAL SECTION B. MUD WATER	\$252,604.00	\$252,604.00			\$252,604.00	100.00%		\$25,260.4
SECTION C	C. MUD WASTEWATER						$\overline{}$		
	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE	\$31,290.00	\$31,290.00			\$31,290.00	100.00%		\$3,129.0
C1	IN PLACE AS DETAILED AND SPECIFIED 4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, ALL DEPTHS	\$31,290.00	\$31,290.00			\$51,290.00	100.00%		\$3,123.00
	DEEP INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS								
		\$42,000.00	\$42,000.00			\$42,000.00	100.00%		\$4,200.0
C2	DETAILED AND SPECIFIED CORE AND CONNECT TO EXISTING MANHOLE (INCLUDES ANY ASPHALT	\$42,000.00	342,000.00			342,000.00	100.0070		74,200.0
ca	REPAIRS REQUIRED TO MAKE CONNECTION)	\$2,500.00	\$2,500.00			\$2.500.00	100.00%		\$250.0
C3	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND	\$2,500.00	\$2,500.00		-	\$2,500.00	100.0070		7230.0
C4	SPECIFIED	\$931.25	\$931.25	Ü		\$931.25	100.00%		\$93.1
C5	TESTING	\$1,825.25	\$1,825.25				100.00%		\$182.5
-	SUBTOTAL SECTION C. MUD WASTEWATER	\$78,546,50	\$78,546.50			\$78,546,50			\$7,854.6

AIA DOCUMENT G703

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5 APPLICATION DATE: 4/20/2021 PERIOD TO: 04/31/2021

PROJECT: Bryson 7 & 13

Α	В	C	D	E	F	G		Н	1
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK CO		MATERIALS	TOTAL		BALANCE	RETAINAGE
NO.		VALUE	FROM PREV.	THIS PERIOD	PRESENTLY	COMPLETED		TO FINISH	(IF VARIABLE
			APPLICATION		STORED NOT IN	AND STORED TO	% (G-C)	(C - G)	RATE)
			(D+E)		(D OR E)	DATE (D+E+F)			
SECTION	D. CITY OF LEANDER DRAINAGE AND GRADING								
occinoit.	SMARTBATCH DETENTION OUTLET STRUCTURE (INCLUDES OUTLET PIPE	T T			T				T
	SMART BATCH VALVE, AND MANHOLE NEECTING TO EXISTING LINE)								1
D1	COMPLETE IN PLACE AS DETAILED AND SPECIFIED (PONDS D)	\$32,000.00	\$32,000.00			\$32,000.00	100.00%		\$3,200.00
	CLEARING AND GRUBBING POND, ROW AND SPOILS AREA COMPLETE IN								
	PLACE AS DETAILED AND SPECIFIED	1							
D2	(POND D)	\$2,500.00	\$2,500.00			\$2,500.00	100.00%		\$250.00
	30" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, AS DETAILED AND								
D3	SPECIFIED (INCLUDES GROUTED ROCK RIP RAP)	\$12,000.00	\$12,000.00			\$12,000.00	100.00%		\$1,200.00
	36" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, AS DETAILED AND								
D4	SPECIFIED (INCLUDES GROUTED ROCK RIP RAP)	\$22,000.00	\$22,000.00			\$22,000.00	100.00%		\$2,200.00
	DETENTION POND GRADING EARTHWORK (CUT), COMPLETE IN PLACE AS								
	DETAILED AND SPECIFIED								
D5	(POND D)	\$45,857.25	\$45,857.25			\$45,857.25	100.00%		\$4,585.73
	DETENTION POND GRADING EARTHWORK(FILL), COMPLETE IN PLACE AS								
	DETAILED AND SPECIFIED				1				
D6	(POND D)	\$1,803.75	\$1,803.75			\$1,803.75			\$180.38
D7	STOCKPILE EXCESS CUT	\$4,975.00	\$4,975.00			\$4,975.00			\$497.50
	SUBTOTAL SECTION D. CITY OF LEANDER DRAINAGE AND GRADING	\$121,136.00	\$121,136.00			\$121,136.00	100.00%		\$12,113.60

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APPLICATION NO: 5 APPLICATION DATE: 4/20/2021 PERIOD TO: 04/31/2021

	4 .//
PROJECT:	Bryson 7 & 13

Α	В	С	D	E	F	G		Н	1
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL		BALANCE	RETAINAGE
NO.		VALUE	FROM PREV.	THIS PERIOD	PRESENTLY	COMPLETED		TO FINISH	(IF VARIABLE
			APPLICATION		STORED NOT IN	AND STORED TO	% (G-C)	(C - G)	RATE)
			(D+E)		(D OR E)	DATE (D+E+F)			
10-12						L			
SECTION E.	DEVELOPER PAVING ITEMS					F			
	24" CONCRETE CURB AND GUTTER EXCLUDING 30' FOR INLETS AND								
D1	TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$53,900.00		\$53,900.00		\$53,900.00	100.00%		\$5,390.00
D2	2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$86,340.00		\$86,340.00		\$86,340.00	100.00%		\$8,634.00
	10" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN								
D3	PLACE AS DETAILED AND SPECIFIED (COLLECTOR SECTION)	\$89,300.00	\$44,650.00	\$44,650.00		\$89,300.00	100.00%		\$8,930.00
	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS								
D4	DETAILED AND SPECIFIED	\$32,900.00	\$32,900.00			\$32,900.00	100.00%		\$3,290.00
	SIGNAGE AND STRIPING (INLCUDES ALL STRIPING SHOWN ON PLANS								
D5	INCLUSIVE OF REMOVAL OF EXISTING STRIPING SHOWN ON 183A	\$35,000.00						\$35,000.00	
D6	CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$83,600.00		\$62,700.00		\$62,700.00	-	\$20,900.00	\$6,270.00
D7	PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$19,500.00		\$14,625.00		\$14,625.00		\$4,875.00	\$1,462.50
D8	4" SCHEDULE 40 PVC IRRIGTION SLEEVES	\$10,980.00	\$10,980.00			\$10,980.00	100.00%		\$1,098.00
								¢2.000.00	
D9	STREET END BARRICADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	\$2,000.00						\$2,000.00	
	STREET LIGHTS INCLUDING CONDUIT, METER AND ALL APPURTENANCES, PER								
	EACH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO								
D10	PROVIDE QUANTITY TAKE OFF TO ESTABLISH UNIT PRICES)	\$100,000.00	\$47,500.00	\$52,500.00		\$100,000.00	100.00%		\$10,000.00
D10	PRIVATE ELECTRICAL SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN	\$100,000.00	\$47,500.00	\$32,300.00		\$100,000.00	100.0078		\$10,000.00
	PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE								
D11	OF VALUES PRIOR TO CONTRACT EXECUTION)	\$95,000.00	\$47,500.00	\$47,500.00		\$95,000.00	100.00%		\$9,500.00
DII	PRIVATE GAS SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE	Ç55,000.00	\$47,500.00	\$47,500.00		\$33,000.00	100.0070		\$5,500.00
	AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF								
D42		\$47,000.00	\$12,500.00	\$34,500.00		\$47,000.00	100.00%		\$4,700.00
D12	VALUES PRIOR TO CONTRACT EXECUTION)	\$47,000.00	\$12,500.00	\$34,300.00		347,000.00	100.0075		\$4,700.00
D13	RIBBON CURB (AS DETAILED AND SPECIFIED WITH CTRMA ROW)	\$675.00		\$675.00		\$675.00			\$67.50
D14	SAW CUT AND CONNECTION TO EXISTING PAVEMENT	\$2,688.50		\$2,688.50		\$2,688.50	100.00%		\$268.85
	TYPE II DRIVEWAY CONNECTION TO 183A COMPLETE IN PLACE AS DETAILED								
D15	AND SPECIFIED	\$12,000.00		\$12,000.00		\$12,000.00	100.00%		\$1,200.00
	HOT MIX ASPHALT CONCRETE PAVEMENT, 2" COMPLETE IN PLACE AS								
D16	DETAILED AS SPECIFIED (PAVEMENT SECTION WITHIN 183 ROW)	\$1,000.00		\$1,000.00		\$1,000.00			\$100.00
D17	PRIMECOAST ASPHALT (AE-P) (PAVEMENT SECTION WITHIN 183A ROW)	\$160.00		\$160.00		\$160.00	100.00%		\$16.00
	HOT MIX ASPHALT CONCRETE PAVEMENT, 5.5" COMPLETE IN PLACE AS								
D18	DETAILED AS SPECIFIED (PAVEMENT SECTION WITHIN 183 ROW)	\$2,000.00		\$2,000.00		\$2,000.00	100.00%		\$200.00
	8" CRUSHED STONE FLEXIBLE BASE TYPE A, GRADE 1 (PAVEMENT SECTION					4440.00	100 000/		624.00
D19	WITHIN 183A ROW)	\$210.00	\$210.00			\$210.00	100.00%		\$21.00
	TOPSOIL AND SEEDING 6" MINIMUM FOR AREAS DISTIRUBED WITHIN 183A					1			
D20	ROW AS DETAILED AND SPECIFIED	\$10,000.00						\$10,000.00	
	SUBGRADE PREP (PAVEMENT SECTION WITHIN 183 ROW) COMPLETE IN								
D21	PLACE AS DETAILED AS SPECIFIED	\$100.00	\$100.00			\$100.00		A	\$10.00
	SUBTOTAL SECTION D. DEVELOPER PAVING ITEMS	\$684,353.50	\$196,340.00	\$415,238.50		\$611,578.50	89.37%	\$72,775.00	\$61,157.85
	Pands	\$18,000.00	\$18,000.00			\$18,000.00	100 00%		\$1,800.00
	Bonds	\$10,000.00	\$10,000.00			710,000.00	100.00%		71,000.00

CONTINUATION SHEET AIA DOCUMENT G703

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APPLICATION NO: 5
APPLICATION DATE: 4/20/2021
PERIOD TO: 04/31/2021
PROJECT: Bryson 7 & 13

Α	В	С	D	E	F	G		Н	1
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COM	MPLETED	MATERIALS	TOTAL		BALANCE	RETAINAGE
NO.	DESCRIPTION OF WORK	VALUE	FROM PREV.	THIS PERIOD	PRESENTLY	COMPLETED		TO FINISH	(IF VARIABLE
NO.		VALUE	APPLICATION	THISTEMOD	STORED NOT IN	AND STORED TO	% (G-C)	(C - G)	RATE)
							75 (0 0)	(0 0)	
			(D+E)		(D OR E)	DATE (D+E+F)			
0 #1	Erosion Improvements								
	Silt Fence	\$4,500.00	\$4,500.00			\$4,500.00			\$450.00
	Clear and Grub	\$2,500.00	\$2,500.00			\$2,500.00			\$250.00
	Bond	\$175.00	\$175.00			\$175.00			\$17.50
	TOTAL CO #1	\$7,175.00	\$7,175.00			\$7,175.00	100.00%		\$717.50
CO #2	1" Water Service Line	\$3,500.00	\$3,500.00			\$3,500.00	100.00%		\$350.00
.U #Z	1 Water Service Line	\$3,500.00	\$3,300.00			70,500.00			
	4" Sleeves @ Bryson Ridge Trail (DCCO #2)	\$9,724.00	\$9,724.00			\$9,724.00	100.00%		\$972.40
	Electrical Changes per duct plan dated 01/06/2021 (DCCO #3)								
	Rock Trench Excavation	\$3,780.00	\$3,780.00			\$3,780.00			\$378.00
	3" Conduit	\$4,410.00	\$4,410.00			\$4,410.00	100.00%		\$441.00
	Overhead Lowering (DCCO#4)								
	Rock Trench Excavation	\$8,460.00		\$8,460.00		\$8,460.00			\$846.00
	3" Conduit	\$3,290.00		\$3,290.00		\$3,290.00			\$329.00
	36" Pad	\$1,800.00		\$1,800.00		\$1,800.00			\$180.00
	36" Cabinet	\$1,200.00		\$1,200.00		\$1,200.00	100.00%		\$120.00
-	Pole Riser	\$2,500.00		\$2,500.00		\$2,500.00	100.00%		\$250.00
	Atmos Revision (DCCO #5)								
	Rock Trench Excavation	-\$2,790.00		-\$2,790.00		-\$2,790.00	100.00%		-\$279.00
	2" Poly	-\$3,960.00		-\$3,960.00		-\$3,960.00	100.00%		-\$396.00
	4" Poly	\$4,500.00		\$4,500.00		\$4,500.00	100.00%		\$450.00
	6" Poly	\$6,160.00		\$6,160.00		\$6,160.00	100.00%		\$616.00
	4" Sleeve	-\$1,100.00	-\$1,100.00			-\$1,100.00	100.00%		-\$110.00
	6" Sleeve	\$1,760.00	\$1,760.00			\$1,760.00	100.00%		\$176.00
	8" Sleeve	\$2,160.00	\$2,160.00			\$2,160.00	100.00%		\$216.00
	Poly Tie In	-\$5,500.00		-\$5,500.00		-\$5,500.00			-\$550.00
	Bypass Tie In	\$8,500.00		\$8,500.00		\$8,500.00	100.00%		\$850.00
	8" Directional Bore	\$12,600.00						\$12,600.00	
	4" Valve	\$2,300.00		\$2,300.00		\$2,300.00	100.00%		\$230.00
	Sidewalk Repair at Tie In Location	\$7,500.00		\$7,500.00		\$7,500.00			\$750.00
	Extra Excavation and Embankment per MLA Recommendation at Sta 9+50 to 11+45								
-	Excavate soils and haul to spoils area - from station 9+50 to 11+45 (43' wide								
	and 4' Depth)	\$2,794.50	\$2,794.50			\$2,794.50	100.00%		\$279.4
	Excavate Soils from spoils area to replace over-excavated area	\$7,452.00	\$7,452.00			\$7,452.00			\$745.2
	Bond	\$2,026.01	\$2,026.01			\$2,026.01	100.00%		\$202.6
	TOTAL CO #2	\$83,066.51	\$36,506.51	\$33,960.00		\$70,466.51	84.83%	\$12,600.00	\$7,046.6
	GRAND TOTALS	\$1,728,062.26	\$1,115,338.76	\$446,398.50		\$1,561,737.26	90.38%	\$166,325.00	\$156,173.7

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

On receipt by the signer of this document of a check from Byson MPC Holdings LLC (maker of check) in the sum of \$\frac{1}{8}\$ payable to \$\frac{D2 Excavaling Ince}{D2 Excavaling Ince}\$ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bound that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of \$\frac{Bryson MPC Holdings LLC}{Bryson MPC Holdings LLC}\$ (owner) located at \$\frac{Leander Toxas}{Leander Toxas}\$ (location). This release covers a progress payment for all labor, services, equipment, or materials indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.	Before any recipient of this document relies on this document, the recipient should ver evidence of payment to the signer.	The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).	Date 04/20/2021 D2 Exert find Inc (Company name) By (Signature)	Senior Project Manager (Title) STATE OF TEXAS \$ STATE OF TEXAS \$	This instrument was acknowledged before me on this 20th day of April 20 21, by Eric Houdek (name), Senior Project Manager (job title) of DZ Excavating, Inc. (company name).
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April 7th, 2021

Mr. Tommy Tucker Bryson MPC Holdings LLC 1960 Pleasant Hill Road Leander, Texas 78641

RE: Bryson Phase 11 Section 1 Recommendation of Bid Award Letter

Dear Mr. Tommy Tucker:

Please accept this letter as our recommendation following the Bid Opening for the above referenced project, held on March 26th, 2021.

Kimley-Horn makes the following recommendation to the City of Leander based on the bid amounts submitted by CC Carlton Industries, Cash Construction, Liberty Civil Construction, JKB Construction Company LLC, D2 Excavating, INC., and Joe Bland Construction as referenced in the attached Bid Tabulation dated March 30th, 2021.

 We recommend accepting the bid (in accordance with 17.1 of section 00100 of the contract documents) received on March 26th, 2021 by D2 Excavating, INC., and proceeding to award the contract for construction.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Alejandro E. Granda Rico

Alejandro E. Granados Rico, P.E.

Attachments: Sealed Bid tabulations for Bryson Phase 11 Section 1

BID TABS BRYSON PHASE 11 - SECTION 1 IOD NO 060200101

	JOB NO. 069309101					
PHASE 11 SECTION 1 - MUD ITEMS	Cash Construction	D2 Excavating	Joe Bland	Liberty Construction	CC Carlton	JKB Construction
SECTION A. MUD GRADING & DRAINAGE COST	\$1,058,792.72	\$849,530.58	\$946,312.29	\$942,657.27	\$994,861.54	\$941,478.52
SECTION B. MUD WATER COST	\$303,116.00	\$333,530.00	\$345,237.20	\$303,217.30	\$326,974.40	\$330,984.60
SECTION C. MUD WASTEWATER COST	\$376,450.00	\$350,488.00	\$405,170.40	\$351,218.08	\$403,398.00	\$352,068.75
MUD ITEMS TOTAL COST	\$1,738,358.72	\$1,533,548.58	\$1,696,719.89	\$1,597,092.65	\$1,725,233.94	\$1,624,531.87
PHASE 11 SECTION 1 - DEVELOPER ITEMS						
SECTION A. PAVING	\$942,060.83	\$856,017.50	\$842,191.88	\$929,761.73	\$786,162.45	\$1,066,286.97
SECTION B. LOT GRADING	\$840,240.50	\$522,549.80	\$926,983.00	\$670,074.96	\$529,695.40	\$720,789.90
DEVELOPER ITEMS TOTAL COST	\$1,782,301.33	\$1,378,567.30	\$1,769,174.88	\$1,599,836.69	\$1,315,857.85	\$1,787,076.87
PHASE 11 SECTION 1 - PAYMENT PERFORMANCE AND MAINTENANCE BONDS	\$32,600.00	\$37,650.00	\$40,000.00	\$30,000.00	\$30,000.00	\$40,267.00
GRAND TOTAL	\$3,553,260.05	\$2,949,765.88	\$3,505,894.76	\$3,226,929.33	\$3,071,091.79	\$3,451,875.74

YELLOW HIGHLIGHTED CELLS ARE THOSE THAT WHERE QUANTITIES WERE INPUT BY CONTRACTOR

RED HIGHLIGHTED CELLS REPRESENT BIDDER USING A DIFFERENT QUANTITY THAT WHAT WAS PROVIDED



03/30/2021 TBPE FIRM F-928 BID TABS BRYSON PHASE 11 - SECTION 1

										³ назе 11 - В NO. 06930	SECTION 1 09101										
						Cash Construction	!		D2 Excavating			Joe Bland			Liberty Construction			CC Carlton			JKB Construction
ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	UNIT PRICE	AMOUNT BID	ALT QTY.	UNIT PRICE	AMOUNT BID	ALT QTY.	UNIT PRICE	AMOUNT BID	ALT QTY.	. UNIT PRICE	AMOUNT BID	ALT QTY.	UNIT PRICE	AMOUNT BID	ALT QTY.	UNIT PRICE	AMOUNT BID
	E 11 SECTION 1 - LEANDER TODD MUD NO. 1 I	TEMS	1														-				
	ON A. MUD GRADING & DRAINAGE		-1										.1								
Al	MOBILIZATION, LUMP SUM CLEARING AND GRUBBING ROW, SPOILS AND UTILITY EASEMENTS	LS	1	1	\$23,125.00	\$23,125.00	0	\$50,000.00	\$50,000.00	U	\$40,000.00	\$40,000.00	U	\$85,650.00	\$85,650.00		\$95,000.00	\$95,000.00)	\$50,125.35	\$50,125.35
A2	COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1	1	\$26,750.00	\$26,750.00	0	\$13,000.00	\$13,000.00	0	\$9,400.00	\$9,400.00	0	\$11,872.94	\$11,872.94		\$12,000.00	\$12,000.00)	\$18,797.00	\$18,797.00
A3	DRAINAGE AND ROADWAY GRADING EARTHWORK TO SUBGRADE/CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY		12,476	\$10.50	\$130,998.00	0 13.707	\$2.90	\$39,750.30	0 13.423	\$9.00	\$120,807.00	0 11.699	\$5.94	\$69,492.06	13.884	\$5.00	\$69,420.00	13.707	\$4.15	\$56.884.05
	DRAINAGE AND ROADWAY GRADING EARTHWORK (FILL), COMPLETE											,	-					,			
A4	IN PLACE AS DETAILED AND SPECIFIED* DRAINAGE AND ROADWAY GRADING IMPORT OF MATERIAL IF	CY		3,794	\$3.50	\$13,279.00	9,312	\$2.90	\$27,004.8	0 4,824	\$3.90	\$18,813.60	4,047	\$3.47	\$14,043.09	4,937	\$2.50	\$12,342.50	4,746	\$4.15	\$19,695.90
A5	REQUIRED, COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY		1	\$10.00	\$10.00	0	\$0.00	\$0.0	0		\$0.00	0 1	\$1.00	\$1.00	1	\$15.00	\$15.00	0	\$1.30	\$0.00
16	DRAINAGE AND ROADWAY GRADING EXPORT OF EXCESS MATERIAL IF REQUIRED, ASSUME OFFSITE EXPORT, COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY		725	\$5.00	\$3,675.00	0 1554	\$15.00	\$23,310.0	0		\$0.00		1 \$1.00	\$1.00		\$12.00	\$12.00	0	\$1.30	\$0.00
	STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND	CI		133	33.00	\$3,073.00	4در ا	\$15.00	\$23,310.00	U		\$0.00		31.00	\$1.00	1	312.00	312.00	,	31.30	30.00
A7	SPECIFIED	EA	2	2	\$1,750.00	\$3,500.00)	\$1,250.00	\$2,500.00)	\$1,200.00	\$2,400.00)	\$1,039.44	\$2,078.88		\$2,500.00	\$5,000.00		\$1,127.85	\$2,255.70
A8	CURB INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	18	8	\$80.00	\$1,440.00	0	\$100,00	\$1,800.0	0	\$80.00	\$1,440.00	0	\$77.82	\$1,400.76		\$100.00	\$1,800.00		\$106.55	\$1.917.90
	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	5,650	0	\$2.75	\$15,538.22	2	\$3.00	\$16,950.78	8	\$2.25	\$12,713.09	9	\$3.34	\$18,871.87		\$4.00	\$22,601.04	1	\$3.15	\$17,798.32
A10	ROCK BERMS REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	7.850	0	\$25.00 \$1.00	\$8,750.00 \$7,850.00	0	\$30.00 \$1.00	\$10,500.00 \$7,850.00	0	\$25.00 \$0.80	\$8,750.00 \$6,280.00	0	\$24.46	\$8,561.00 \$26,611.50		\$30.00	\$10,500.00 \$7,850.00		\$25.10	\$8,785.00 \$17,270.00
A11	CURLEX MATTING ALONG 3:1 SLOPES AS DETAILED AND SPECIFIED	SY	7,830	0	\$1.00	\$7,830.00		\$1.00	\$7,830.0	0	\$1.40	\$3,108.00	0	\$3.39 \$1.39	\$20,011.50		\$1.00 \$1.50	\$7,830.00	1	\$2.20 \$1.95	\$4,329.00
	VEGATATIVE FILTER STRIPS	SY	4,800	0	\$4.00	\$19,200.00		\$2.50	\$12,000.0	0	\$1.40	\$6,720.00	0	\$3.75	\$18,000.00		\$1.00	\$4,800.00	Ó	\$2.20	\$10,560.00
A14	CONCRETE WASHOUT AREA 18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS	EA		1	\$1,000.00	\$1,000.00	0	\$500.00	\$500.00	0	\$500.00	\$500.00	D	\$1,000.53	\$1,000.53		\$500.00	\$500.00)	\$626.60	\$626.60
A15	DETAILED AND SPECIFIED	LF	1,426	6	\$64.00	\$91,264.00	0	\$53.00	\$75,578.00	0	\$58.00	\$82,708.00	0	\$52.18	\$74,408.68		\$65.00	\$92,690.00)	\$52.30	\$74,579.80
A16	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	652	2	\$79.00	\$51,508.00	0	\$68.00	\$44,336.0	0	\$84.00	\$54,768.00	0	\$70.23	\$45,789.96	i	\$75.00	\$48,900.00)	\$66.90	\$43,618.80
	30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	IF	100		\$110.00	\$19,800.00	0	\$97.00	\$17.460.00		\$107.00	\$19.260.00		\$101.12	\$18.201.60		\$120.00	\$21,600.00		\$96.10	\$17,298.00
	36" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS		180	U	9110.00	,			,		244714	4-3,20000			,			. ,	,	930.10	,
A18	DETAILED AND SPECIFIED 42" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS	LF	479	9	\$140.00	\$67,060.00)	\$125.00	\$59,875.00)	\$139.00	\$66,581.00)	\$123.73	\$59,266.67		\$140.00	\$67,060.00		\$124.20	\$59,491.80
A19	DETAILED AND SPECIFIED	LF	360	0	\$160.00	\$57,600.00	0	\$163.00	\$58,680.00	0	\$168.00	\$60,480.00	D	\$157.65	\$56,754.00		\$170.00	\$61,200.00)	\$160.90	\$57,924.00
A20	4' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	6	5	\$4,600.00	\$27,600.00)	\$4,400.00	\$26,400.00)	\$4,560.00	\$27,360.00		\$3,816.96	\$22,901.76		\$6,000.00	\$36,000.00		\$4,369.80	\$26,218.80
	5' JUNCTION BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	t	\$5,900.00	\$5,900.00		\$7,500.00	\$7,500.00)	\$5,550.00	\$5,550.00		\$4,693.29	\$4,693.29		\$8,000.00	\$8,000.00		\$7,462.75	\$7,462.75
A22	5' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED 15' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED	EA	3	3	\$6,100.00	\$18,300.00	0	\$6,500.00	\$19,500.00	0	\$5,800.00	\$17,400.00	0	\$4,532.13	\$13,596.39		\$7,500.00	\$22,500.00)	\$6,511.00	\$19,533.00
A23	AND SPECIFIED	EA	3	3	\$6,500.00	\$19,500.00	0	\$9,000.00	\$27,000.00	0	\$4,800.00	\$14,400.00	D	\$6,792.35	\$20,377.05		\$7,700.00	\$23,100.00)	\$7,878.55	\$23,635.65
A24	10' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	14	4	\$4,600.00	\$64,400.00	0	\$6,500.00	\$91,000.00	0	\$3,600.00	\$50,400.00	D	\$4,651.80	\$65,125.20		\$5,500.00	\$77,000.00		\$5,523.85	\$77,333.90
A25	5' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA		1	\$3,350.00	\$3,350.00	0	\$4,650,00	\$4,650.0	0	\$3,000.00	\$3,000.00	0	\$3,724.92	\$3.724.92		\$4,400.00	\$4,400.00		\$3,898,55	\$3,898,55
126	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	IE	2.077	2	\$0.50	\$1,536.00	0	\$1.00	\$3.072.00		\$1.80	\$5,529.60		\$1.11	\$3,409.92		\$1.00	\$3,072.00		\$1.30	\$3,993.60
A27	CONSTRUCTION STAKING	LS	3,072	1	\$4,000.00	\$4,000.00		\$4,000.00	\$4,000.00	0	\$4,000.00	\$4,000.00		\$4,268.92	\$4,268.92		\$7,000.00	\$7,000.00		\$1.40	\$3,993.00
	DETENTION POND/WATER QUALITY CONSTRUCTION AND																				
	APPURTENANCES WITHIN THE LIMITS OF THE POND INCLUDING																				
	BUT NOT LIMITED TO CONCRETE STRUCTURES, WALLS, HEADWALLS, TYPE II DRIVEWAY, ACCESS DRIVES, GABIONS, ROCK RIPRAP, GATES,																				
	FENCING ON TOP OF POND WALLS, SIGNS, 18" RCP AND 2-24" RCP																				
	WITHIN THE POND, REVEGETATION WITHIN THE POND,																				
1	REVEGETATION AROUND THE POND AREA IF DISTURBED, AND ALL																				
1	OTHER ITEMS AS INDICATED IN THE CONSTRUCTION PLANS.																				
420	STRUCTURAL DESIGN TO INCLUDE IN BID FOR OUTFALL AND SPLITTER STRUCTURE.	LS	,	,	\$265,000.00	\$265,000.00	0	\$160,000.00	\$160,000.00	0	\$199,000.00	\$199,000.00	0	\$222,423.00	\$222,423,00		\$191,763.00	\$191,763.00		\$257,501,15	\$257,501,15
	CLEARING AND GRUBBING POND AND SPOILS AREA COMPLETE IN		1	1	,			,							. ,			, , , , , , , , , , , , , , , , , , , ,			
A29	PLACE AS DETAILED AND SPECIFIED DETENTION POND GRADING EARTHWORK (CUT), COMPLETE IN PLACE	LS		1	\$4,700.00	\$4,700.00	0	\$5,000.00	\$5,000.00	0	\$4,600.00	\$4,600.00	0	\$9,894.11	\$9,894.11		\$7,500.00	\$7,500.00)	\$7,017.55	\$7,017.55
A30	AS DETAILED AND SPECIFIED* DETENTION POND GRADING EARTHWORK(FILL), COMPLETE IN PLACE	CY		8,872	\$10.50	\$93,156.00	0 10,056	\$2.90	\$29,162.4	10,194	\$9.00	\$91,746.00	8,678	\$5.94	\$51,547.32	10,461	\$6.00	\$62,766.00	10,056	\$4.15	\$41,732.40
A31	AS DETAILED AND SPECIFIED*	CY		1,621	\$3.50	\$5,673.50	0 2,697	\$2.90	\$7,821.30	2,866	\$3.00	\$8,598.00	0 1,615	\$3.47	\$5,604.05	3,028	\$5.00	\$15,140.00	2,697	\$4.15	\$11,192.55
	SECTION A. MUD (GRADING & I	DRAINAGE:			\$1,058,792.72	2		\$849,530.58	3		\$946,312.29)		\$942,657.27			\$994,861.54			\$941,478.52

SECTION B. MUD WATER														
8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND														
B1 SPECIFIED	LF	3,504	\$40.00	\$140,160.00	\$42.00	\$147,168.00	\$44.00	\$154,176.00	\$38.72	\$135,674.88	\$42.00	\$147,168.00	\$41.25	\$144,540.00
AUTOMATIC FLUSHING VALVE COMPLETE IN PLACE AS DETAILED			64.500.00	#0.000.00	65 000 00	611 000 00	65 100 00	¢12.200.00	#c c22 c5	612.255.20	65 200 00	610,400,00	¢5 022 10	611 554 20
B2 AND SPECIFIED CONNECT TO EXISTING WATER LINE COMPLETE IN PLACE AS	EA	2	\$4,500.00	\$9,000.00	\$5,900.00	\$11,800.00	\$6,100.00	\$12,200.00	\$6,632.65	\$13,265.30	\$5,200.00	\$10,400.00	\$5,832.10	\$11,664.20
B3 DETAILED AND SPECIFIED	EA	2	\$1,750.00	\$3,500.00	\$975.00	\$1,950.00	\$1,200.00	\$2,400.00	\$2,570.48	\$5,140.96	\$2,500.00	\$5,000.00	\$958.05	\$1,916.10
B) BHILLE III O II DA LED	Lit	~	\$1,750.00	Ψ5,500.00	\$775.00	\$1,750.00	\$1,200.00	\$2,100.00	\$2,570.40	\$5,140.90	92,500.00	\$5,000.00	\$750.05	41,710.10
B4 8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	12	\$1,800.00	\$21,600.00	\$1,775.00	\$21,300.00	\$1,850.00	\$22,200.00	\$1,909.73	\$22,916.76	\$1,900.00	\$22,800.00	\$1,757.25	\$21,087.00
FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND														
B5 TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	6	\$5,300.00	\$31,800.00	\$5,450.00	\$32,700.00	\$5,200.00	\$31,200.00	\$5,244.08	\$31,464.48	\$4,500.00	\$27,000.00	\$5,398.20	\$32,389.20
DOUBLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND														
B6 SPECIFIED	EA	38	\$1,900.00	\$72,200.00	\$2,200.00	\$83,600.00	\$2,225.00	\$84,550.00	\$1,828.99	\$69,501.62	\$2,150.00	\$81,700.00	\$2,179.85	\$82,834.30
SINGLE WATER SERVICE, COMPLETE IN PLACE AS DETAILED AND B7 SPECIFIED	EA	14	\$1,400.00	\$19,600,00	\$1,750.00	\$24,500.00	\$2,050,00	\$28,700.00	\$1,385.83	\$19,401.62	\$1,950.00	\$27,300.00	\$1.747.50	\$24,465.00
B8 SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3 504		\$1,752.00	\$1.00	\$3,504.00		\$6,307.20	\$0.56	\$1,962.24		\$350.40		
B9 TESTING (HYDROSTATIC) & CHLORINATION	LF	3,504	\$0.50 \$1.00	\$3,504.00	\$2.00	\$7.008.00	\$1.80 \$1.00	\$3,504.00	\$1.11	\$3,889.44	\$0.10 \$1.50	\$5,256.00	\$1.30 \$2.15	\$7,533,60
TOTAL AMOUNT S	EECTION P. MII	D WATED.		\$303,116.00		\$333,530.00		\$345,237.20		\$303,217.30		\$326,974.40		\$330,984.60
	SECTION B. MC	D WAIER.		φ505,110.00		ψ555,550.00		φ5-15,257.20		ψ505,217.50		ψ320,774.40		ψ550,704.00
SECTION C. MUD WASTEWATER												_		
8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 10" DEEP AND C1 GREATER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	IF	2.406	\$58.00	\$139.548.00	\$45.00	\$108,270,00	\$59.60	\$143,397,60	\$46.60	\$112,119.60	\$55.00	\$132,330.00	\$44.85	\$107,909.10
4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, ALL	LA [*]	2,400	\$36.00	\$137,348.00	343.00	\$100,270.00	\$35.00	3143,357.00	340.00	\$112,119.00	333.00	\$132,330.00	344.03	\$107,909.10
DEPTHS INCLUDING COATING, AND RING AND LID COMPLETE IN														
C2 PLACE AS DETAILED AND SPECIFIED	EA	19	\$5,900.00	\$112,100.00	\$6,700.00	\$127,300.00	\$6,850.00	\$130,150.00	\$5,031.90	\$95,606.10	\$6,800.00	\$129,200.00	\$6,665.45	\$126,643.55
4' DIAMETER DROP CONCRETE WASTEWATER MANHOLE, INCLUDING														
COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND														
C3 SPECIFIED	EA	1	\$10,000.00	\$10,000.00	\$7,200.00	\$7,200.00	\$10,255.00	\$10,255.00	\$10,843.84	\$10,843.84	\$14,000.00	\$14,000.00	\$7,157.95	\$7,157.95
DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED														
C4 AND SPECIFIED SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED	EA	29	\$2,500.00	\$72,500.00	\$1,900.00	\$55,100.00	\$1,800.00	\$52,200.00	\$2,340.67	\$67,879.43	\$2,250.00	\$65,250.00	\$1,901.05	\$55,130.45
C5 AND SPECIFIED	EA	10	\$1,300,00	\$13,000,00	\$1,575.00	\$15,750.00	\$1,600.00	\$16,000.00	\$2.031.47	\$20,314.70	\$400.00	\$4,000.00	\$1.558.30	\$15,583.00
DOUBLE GRAVITY SEWER LATERAL TIE IN TO STACK AS DETAILED	LO	10	91,300.00	\$15,000.00	\$1,375.00	\$15,750.00	31,000.00	\$10,000.00	\$2,031.47	320,314.70	\$400.00	34,000.00	\$1,336.30	\$15,585.00
C6 AND SPECIFIED	EA	7	\$1,250.00	\$8,750.00	\$1,800.00	\$12,600.00	\$1,800.00	\$12,600.00	\$2,752.43	\$19,267.01	\$3,700.00	\$25,900.00	\$1,805.80	\$12,640.60
SINGLE GRAVITY SEWER LATERAL TIE INTO STACK AS DETAILED AND			. ,		. ,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	. ,	. ,		,		. ,	
C7 SPECIFIED	EA	4	\$1,000.00	\$4,000.00	\$1,675.00	\$6,700.00	\$1,600.00	\$6,400.00	\$2,549.71	\$10,198.84	\$3,500.00	\$14,000.00	\$1,656.05	\$6,624.20
TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND														
C8 SPECIFIED	LF	2,406	\$1.00	\$2,406.00	\$1.00	\$2,406.00	\$1.80	\$4,330.80	\$1.11	\$2,670.66	\$1.00 \$2.00	\$2,406.00	\$1.30 \$2.55	\$3,127.80
C9 TESTING CONNECT TO EXISTING 5' STUB COMPLETE IN PLACE AS DETAILED AND	LF	2,406	\$1.00	\$2,406.00	\$2.00	\$4,812.00	\$2.00	\$4,812.00	\$2.06	\$4,956.36	\$2.00	\$4,812.00	\$2.55	\$6,135.30
C10 SPECIFIED	EA	2	\$1,120,00	\$2,240.00	\$800.00	\$1,600,00	\$800.00	\$1,600.00	\$2.005.12	\$4.010.24	\$2,000.00	\$4,000.00	\$796.40	\$1,592.80
C11 ADJUST RIM OF EXIST MANHOLE TO PROPOSED GRADE	EA	5	\$1,900.00	\$9,500.00	\$1,750.00	\$8,750.00	\$4,685.00	\$23,425.00	\$670.26	\$3,351.30	\$1,500.00	\$7,500.00	\$1,904.80	
TOTAL AMOUNT SECTION C.	MIDWACTE	WATED.		\$376,450.00		\$350,488.00		\$405,170.40		\$351,218.08		\$403,398.00		\$352,068.75
		-						. /						
SU	BTOTAL MU	D ITEMS:		\$1,738,358.72		\$1,533,548.58		\$1,696,719.89		\$1,597,092.65		\$1,725,233.94		\$1,624,531.87
*CONTRACTOR TO PROVIDE EARTHWORK QUANTITES														

*CONTRACTOR TO PROVIDE EARTHWORK QUANTITES

BID TABS
BRYSON PHASE 11 - SECTION 1
KIMLEY-HORN AND ASSOCIATES, INC., JOB NO. 069309101

					Casi	h Construction			D2 Excavating			Joe Bland		Libert	y Construction			CC Carlton			JKB Construction
ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	UNIT PRICE	AMOUNT BID	ALT QTY.	UNIT PRICE	AMOUNT BID	ALT QTY.	UNIT PRICE	AMOUNT BID	ALT QTY.	UNIT PRICE	AMOUNT BID	ALT QTY.	UNIT PRICE	AMOUNT BID	ALT QTY.	UNIT PRICE	AMOUNT BID
PHAS	E 11 SECTION 1 - DEVELOPER PAVING	G ITEMS																			
A1	24" CONCRETE CURB AND GUTTER EXCLUDING 30' FOR INLETS AND TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED 22" HMAC COMPLETE IN PLACE AS DETAILED AND	LF	6,390		\$14.00	\$89,460.00		\$12.00	\$76,680.00		\$13.00	\$83,070.00		\$15.76	\$100,706.40		\$17.00	\$108,630.00		\$15.20	\$97,128.00
A2	SPECIFIED	SY	9,341		\$11.50	\$107,423.80		\$10.75	\$100,417.90		\$11.55	\$107,890.86		\$11.90	\$111,160.28		\$11.50	\$107,423.80		\$13.45	\$125,639.14
A3	8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	12,874		\$9.00	\$115,866.00		\$9.50	\$122,303.00		\$9.80	\$126,165.20		\$9.19	\$118,312.06		\$9.50	\$122,303.00		\$11.95	\$153,844.30
A4	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	12,874	l.	\$2.50	\$32,185.00		\$2.50	\$32,185.00		\$1.15	\$14,805.10		\$1.93			\$2.80	\$36,047.20		\$3.15	\$40,553.10
A5	SIGNAGE AND STRIPING	LS	1		\$5,250.00	\$5,250.00		\$3,000.00	\$3,000.00		\$4,600.00	\$4,600.00		\$2,206.69	\$2,206.69		\$4,500.00	\$4,500.00		\$2,214.30	\$2,214.30
A6	CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	64		\$57.00	\$3,636,03		\$40.00	\$2,551.60		\$58.50	\$3,731.72	,	\$56.45	\$3,600.95		\$55.00	\$3,508.45		\$62.70	\$3,999.63
- 110	PEDESTRIAN RAMPS COMPLETE IN PLACE AS		0.			,		,				, , , , , , , , , , , , , , , , , , , ,						,,,,		φ02.70	
A7	DETAILED AND SPECIFIED	EA	8	3	\$1,300.00	4-0,.00.00		\$985.00	\$7,880.00		\$1,400.00	\$11,200.00		\$1,035.75			\$1,250.00	\$10,000.00		\$1,284.50	\$10,276.00
A8	4" SCHEDULE 40 PVC IRRIGTION SLEEVES STREET END MARKERS PER CITY OF AUSTIN DETAIL	LF	100)	\$27.00	\$2,700.00		\$40.00	\$4,000.00		\$8.85	\$885.00		\$25.40	\$2,540.00		\$25.00	\$2,500.00		\$27.25	\$2,725.00
A9	824S-1	EA	1		\$1,040.00	\$1,040.00		\$1,000.00	\$1,000.00		\$1,050.00	\$1,050.00		\$972.74	\$972.74		\$1,250.00	\$1,250.00		\$1,096.50	\$1,096.50
A10	STREET LIGHTS INCLUDING CONDUIT, METER AND ALL APPURTENANCES, PER EACH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1		\$154,000.00	\$154,000.00		\$133,000.00	\$133,000.00		\$140,000.00	\$140,000.00		\$146,611.28	\$146,611.28		\$10,000.00	\$10,000.00		\$165,263.80	\$165,263.80
A11	PRIVATE ELECTRICAL SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF VALUES PRIOR TO CONTRACT EXECUTION)	LS	,		\$236,000,00	\$236,000,00		\$223,000.00	\$223,000.00		\$210.794.00	\$210,794.00		\$245.802.55	\$245,802,55		\$220,000,00	\$220,000.00		\$277.074.60	\$277.074.60
A12	PRIVATE GAS SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF VALUES PRIOR TO CONTRACT EXECUTION)	LS	,		\$168,000.00			\$145,000.00	\$145,000.00		\$116,000.00	\$116,000.00		\$157.612.21			\$150,000.00	\$150,000.00		\$177,664.30	\$177.664.30
A13	CONSTRUCTION STAKING	LS	1		\$16,100.00	\$16,100.00		\$5,000.00	\$5,000.00		\$22,000.00	\$22,000.00		\$7,103.75			\$10,000.00	\$10,000.00		\$8,808.30	\$8,808.30
	TOTAL DEVEL	OPER PAVIN	G ITEMS:			\$942,060.83			\$856,017.50			\$842,191.88			\$929,761.73			\$786,162.45			\$1,066,286.97

DID	TAD
KII)	TAB

BRYSON PHASE 11 - SECTION 1 KIMLEY-HORN AND ASSOCIATES, INC.JOB NO. 069309101

DESCRIPTION UNIT QTV. ALT UNIT PRICE AMOUNT BID AL		KIVILE Y-HOKN AND ASSOCIATES, INC.JOB NO. 009309101																				
INSTANCE SECTION DEVELOPER GRADING TEMS TE	Cash Construction						D2 Excavating	Joe Bland			Liberty Construction			CC Carlton				JKB Construction				
ELCHARDS AND GRUDNING [S] 1 1 1 1 1 1 1 1 1 1	ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID
BI POR LOT GRADING	PHASI	E 11 SECTION 1 - DEVE	LOPER (GRADING	G ITEMS																	
EARTHWORK (CUT), COMPLETE IN FLACE AS PRODUCED CY 33,000 \$10.00 \$44.00 \$52.00 \$52.00 \$44.00 \$52.00 \$52.00 \$44.00 \$52.00 \$	B1	FOR LOT GRADING	LS	1	1	\$42,100.00	\$42,100.00		\$41,000.00	\$41,000.00		\$43,487.50	\$43,487.50		\$41,555.27	\$41,555.27		\$55,000.00	\$55,000.00		\$83,037.60	\$83,037.60
EARTHWORK/FILL COMPLETE IN PLACE AS B3 DETAILED AND SPECIFIED? CV 59,755 \$3.00 \$309,185.00 \$4.092 \$3.290 \$187,006.80 \$92.74 \$3.75 \$222,277.50 \$65,235 \$3.47 \$226,538.51 \$65,908 \$53.00 \$216,473.40 \$64,092 \$4.15 \$266,471.80 \$1.00 \$	B2	EARTHWORK(CUT), COMPLETE IN PLACE AS	CY		38,980	\$10.50	\$409,290.00	44,670	\$2.90	\$129,543.00	38,616	\$11.00	\$424,776.00	35,447	\$5.94	\$210,555.18	45,639	\$5.00	\$228,195.00	44,670	\$4.15	\$185,380.50
MATERIAL IF REQUIRED, COMPLETE IN PLACE AS B4 DETAILED AND SPECIFIED* CY 1 S1000 \$1000 \$0.00 \$0.00 \$0.00 \$0.00 \$1.578 \$5.00 \$9.390.00 \$1 \$1.00 \$1.00 \$1.00 \$1.500 \$0.00 \$0.00 \$0.00 EXCESS MATERIAL IF REQUIRED, ASSUME OFFITE EXPORT. COMPLETE IN PLACE AS DETAILED AND PLACE AS DETAILED AND PLACE AS DETAILED AND DETAILED AND DETAILED WALL COMPLETE IN PLACE AS SPECIFIED AND DETAILED WALL HINSH TO MATCH REYSON 102 AND WITH WHITE GROUT. BID TO INCLUDE STRUCTURAL B6 DESIGN. SF 1.200 \$149.75 \$179,700.00 \$137.00 \$164,400.00 7,208 \$31.50 \$527,052.00 \$191,604.00 \$255.00 \$30,000.00 \$183,000.00 S183,900.00 S	В3	EARTHWORK(FILL), COMPLETE IN PLACE AS	CY		59,753	\$3.50	\$209,135.50	64,692	\$2.90	\$187,606.80	59,274	\$3.75	\$222,277.50	65,233	\$3.47	\$226,358.51	65,598	\$3.30	\$216,473.40	64,692	\$4.15	\$268,471.80
EXCESS MATERIAL IF REQUIRED, ASSUMS OFFSITE EXPORT, COMPLETE IN PLACE AS DETAILED AND B5 SPECIFIED* CY I \$5.00 \$5.00 \$0.	В4	LOT GRADING IMPORT OF MATERIAL IF REQUIRED, COMPLETE IN PLACE AS	CY		1	\$10.00		. ,,	\$0.00		1,878	\$5.00		1	\$1.00		1	\$15.00			\$0.00	
RETAINING WALL COMPLETE IN PLACE AS SPECIFIED AND DETAILED. WALL HINSH TO MATCH BRYSON 10-2 AND WITH WHITE GROUT. BID TO INCLUDE STRUCTURAL B6 DESIGN. SF 1,200 \$149.75 \$179,700.00 \$137.00 \$164,400.00 7,208 \$31.50 \$227,052.00 \$159.67 \$191,604.00 \$25.00 \$30,000.00 \$153.25 \$183,900.00	R5	EXCESS MATERIAL IF REQUIRED, ASSUME OFFSITE EXPORT, COMPLETE IN PLACE AS DETAILED AND	CY		1	\$5.00	\$5.00		20002	90.00			\$0.00	1	\$1,00	\$1.00	,	\$12.00	\$12.00		\$0.00	\$0.00
		RETAINING WALL COMPLETE IN PLACE AS SPECIFIED AND DETAILED. WALL FINISH TO MATCH BRYSON 10-2 AND WITH WHITE GROUT. BID TO INCLUDE STRUCTURAL		1.000	1						4000			1							Ţ.ii.	
TOTAL DEVELOPER GRADING ITEMS \$840,240.50 \$522,549.80 \$926,983.00 \$670,074.96 \$529,695.40 \$720,789.90	B6	DESIGN.	SF	1,200		\$149.75	\$179,700.00		\$137.00	\$164,400.00	7,208	\$31.50	\$227,052.00		\$159.67	\$191,604.00		\$25.00	\$30,000.00		\$153.25	\$183,900.00
CONTRACTOR TO PROVIDE EARTHWORK QUANTITES		TOTAL DEVELOPER GRADING ITEMS \$840,240.50			\$840,240.50			\$522,549.80			\$926,983.00			\$670,074.96	\$529,695.40				\$720,789.90			

CERTIFICATE FOR ORDER

THE STATE OF TEXAS	§					
COUNTY OF WILLIAMSON	§ § §					
I, the undersigned officer of the Board of I No. 1 of Williamson County hereby certify as follow	Directors of Leander TODD Municipal Utility District ws:					
County convened in a special meeting on June 3, proclamation suspending certain provisions of the 7 response to the COVID-19 pandemic, the meeting w weblink and telephone instructions for remote particles.	TODD Municipal Utility District No. 1 of Williamson 2021. In accordance with the Governor's emergency Texas Open Meetings Act effective March 16, 2021 in was conducted remotely by telephone and weblink. The cipation in the meeting by directors and members of the The roll was called of the duly constituted officers and					
Matt D. Matthews	President					
Greg Walling	Vice President					
Larry Treuter Peter Dufrene	Secretary Assistant Secretary					
Josh Cameron	Director					
and all of said persons were present except						
	It was then duly moved and seconded that the Order be rying with it the adoption of the Order, prevailed and					
Ayes:						
Nays:						
described in the above and foregoing paragraph is has been duly recorded in the Board's minutes of the second seco	of the aforesaid Order was adopted at the meeting attached to and follows this certificate; that the Order the meeting; that the persons named in the above and ad and acting officers and members of the Board as					

indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members

consented, in advance, to the holding of the multipublic as required by law; and that public notice required by Chapter 551, Texas Government Consequences.	e of the time, place and sub	ject of the meeting was given as					
SIGNED AND SEALED on this	day of	2021.					
Secretary, Board of Directors							
(CEAL)							
(SEAL)							

ORDER OF LEANDER TODD MUNICIPAL UTILITY DISTRICT NO. 1 OF WILLIAMSON COUNTY AUTHORIZING THE ISSUANCE OF \$3,750,000 UNLIMITED TAX BONDS, SERIES 2021; PRESCRIBING THE TERMS AND PROVISIONS THEREOF; MAKING PROVISION FOR THE PAYMENT OF THE INTEREST THEREON AND THE PRINCIPAL THEREOF; LEVYING AND PLEDGING THE PROCEEDS OF A TAX; AUTHORIZING THE SALE OF THE BONDS; AUTHORIZING A PAYING AGENT/REGISTRAR AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

Adopted: June 3, 2021

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ORDER OF LEANDER TODD MUNICIPAL UTILITY DISTRICT NO. 1 OF WILLIAMSON COUNTY AUTHORIZING THE ISSUANCE OF \$3,750,000 UNLIMITED TAX BONDS, SERIES 2021; PRESCRIBING THE TERMS AND PROVISIONS THEREOF; MAKING PROVISION FOR THE PAYMENT OF THE INTEREST THEREON AND THE PRINCIPAL THEREOF; LEVYING AND PLEDGING THE PROCEEDS OF A TAX; AUTHORIZING THE SALE OF THE BONDS; AUTHORIZING A PAYING AGENT/REGISTRAR AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

ARTICLE I

STATUTORY AUTHORITY, RECITALS AND FINDINGS

- Section 1.1 Authority for the District. LEANDER TODD MUNICIPAL UTILITY DISTRICT NO. 1 OF WILLIAMSON COUNTY, situated in Williamson County, Texas (the "District"), is a conservation and reclamation district created by order of the Texas Commission on Environmental Quality (hereafter referred to as the "Commission") dated December 4, 2013, as a municipal utility district pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution, and operating under and governed by Chapters 49 and 54, Texas Water Code (collectively, the "Act").
- Section 1.2 <u>Purpose of this Order</u>. The District desires to acquire, construct and improve a water, sanitary sewer and drainage system and contract rights related thereto, and the District finds that it is in the best interests of the District that the District finance the acquisition and construction of the facilities and improvements and contract rights associated therewith, and bond issuance costs, by the issuance of bonds by the District as authorized to be issued hereafter.
- Section 1.3 <u>Authority of this Order.</u> The District is authorized by the Act and by an election held within the boundaries of the District on November 4, 2014 to issue bonds in the maximum amount of \$118,575,000 for the purpose of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending inside or outside its boundaries any District works, improvements, facilities, plants, equipment, and appliances consistent with the purposes for which the District exists, or to make payment of sums due or to become due under contracts for such purposes. At the same election, the voters of the District authorized the issuance of a total of \$10,010,000 principal amount of unlimited tax bonds for the purpose of acquiring or constructing park and recreation facilities, and \$10,400,000 for road purposes. The District has previously issued its \$3,2000,000 Unlimited Tax Bonds, Series 2018 and its \$3,200,000 Unlimited Tax Bonds, Series 2020. After issuance of the Bonds authorized in this Order, \$108,425,000 of the bonds authorized at the November 4, 2014 election for water, wastewater and drainage system facilities, \$10,010,000 of the bonds authorized for park and recreational facilities, and \$10,400,000 of the bonds authorized for road purposes, shall remain unissued.

ARTICLE II

DEFINITIONS, FINDINGS AND INTERPRETATION

- Section 2.1 <u>Definitions</u>. For all purposes of this Order, unless the context requires a different meaning or except as otherwise expressly provided, the following terms shall have the meanings assigned to them below:
 - "Additional Bonds" means the bonds which the District reserves the right to issue in the future in accordance with the terms and conditions provided in Section 10.1 hereof.
 - "Authorized Investments" shall mean all direct or indirect obligations of the United States or one of its agencies, the State, any county, city, school district or other political subdivision of the State and certificates of deposit of state or national banks or savings and loan associations within the State; provided that any such certificates of deposit are secured by direct or indirect obligations of the United States or one of its agencies having a market value equal to the face amount of such certificate of deposit to the extent any portion of the face amount is not insured by the Federal Deposit Insurance Corporation.
 - "Bond" or "Bonds" shall mean the \$3,750,000 Leander TODD Municipal Utility District No. 1 of Williamson County Unlimited Tax Bonds, Series 2021 authorized to be issued by this Order and certified or authenticated and delivered hereunder.
 - "Bond Date" shall mean June 29, 2021.
 - "Bondholder" or "Holder" when used with respect to any Bond shall mean the Person in whose name such Bond is registered on the Register.
 - "Business Day" shall mean any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed or a legal holiday.
 - "Capital Projects Fund" shall mean the District's fund created or confirmed in Article IX of this Order.
 - "Closing Date" shall mean the date on which the Bonds are initially authenticated and delivered to the Purchaser against payment therefor.
 - "Code" shall mean the Internal Revenue Code of 1986, as amended by any amendments thereto effective prior to the Closing Date.
 - "Commission" means the Texas Commission on Environmental Quality.
 - "Debt Service Fund" shall mean the District's debt service fund created or confirmed in Article IX of this Order.
 - "Definitive Bonds" shall mean the Initial Bond, as may be transferred and converted into or exchanged for fully registered Bonds in the denomination of \$5,000 or any integral multiple of \$5,000.

"Depository Bank" means any financial institution duly designated by the Board of Directors of the District to serve as a depository for funds controlled by the Board of Directors of the District.

"District" shall mean Leander TODD Municipal Utility District No. 1 of Williamson County.

"DTC" shall mean the Depository Trust Company of New York, New York.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as provided in Section 14.1 hereof.

"Fiscal Year" means the twelve-month accounting period used by the District in connection with the operation of the System which may be any twelve consecutive month period established by the District.

"Initial Bond" shall mean the Bond authorized to be issued hereunder which has the registration certificate, executed on behalf of the Comptroller of Public Accounts of the State of Texas, as contemplated by Section 3.5 hereof.

"Interest Payment Date" shall mean with respect to any installment of interest on any Bond the date specified in such Bond as the fixed date on which any such installment of interest is due and payable.

"Maturity Date" or "Maturity" when used with respect to any Bond shall mean the date on which the principal of such Bond becomes due and payable as therein provided, whether at the Stated Maturity, by call for redemption or otherwise.

"MSRB" means the Municipal Securities Rulemaking Board.

"Paying Agent/Registrar Agreement" shall mean the agreement between the District and the Paying Agent/Registrar referred to in Section 5.2 pursuant to which the Paying Agent/Registrar will perform the duties required hereunder.

"Paying Agent/Registrar" shall mean BOKF, NA, Dallas, Texas, until a successor Paying Agent/Registrar shall have been appointed pursuant to the applicable provisions of this Order, and thereafter "Paying Agent/Registrar" shall mean such successor Paying Agent/Registrar.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Place of Payment" shall mean the designated office of the Paying Agent/Registrar in Dallas, Texas.

"Predecessor Bonds" of any particular Bond shall mean every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond, and, for purposes of this definition, any Bond registered and delivered under Section 3.10 in lieu of a mutilated, lost, destroyed or stolen Bond shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Bond.

"Purchaser" shall mean	
------------------------	--

- "Record Date" for the interest payable on any Interest Payment Date shall mean close of business on the last day of the month next preceding such Interest Payment Date.
- "Redemption Date" when used with respect to any Bond to be redeemed shall mean the date fixed for such redemption pursuant to the terms of this Order.
- "Redemption Price" when used with respect to any Bond to be redeemed shall mean the price at which such Bond is to be redeemed pursuant to the terms of this Order, excluding installments of interest, the Interest Payment Date for which is on or before the Redemption Date.
- "Register" shall have the meaning stated in Section 3.7 hereof.
- "Regulations" shall mean the temporary or final Income Tax Regulations applicable to the Bonds issued pursuant to sections 103 and 141 through 150 of the Code. Any reference to a Section of the Regulations shall also refer to any successor provision to such Section hereafter promulgated by the Internal Revenue Service pursuant to sections 103 and 141 through 150 of the Code and applicable to the Bonds.
- "Representation Letter" means the Blanket Letter of Representations between the District and the DTC.
- "Order" shall mean this Order authorizing the issuance of the Bonds.
- "Rule" shall mean SEC Rule 15c2-12, as amended from time to time.
- "SEC" shall mean the United States Securities and Exchange Commission.
- "Special Payment Date" shall have the meaning stated in Section 3.4 hereof.
- "Special Record Date" shall have the meaning stated in Section 3.4 hereof.
- "Stated Maturity" when used with respect to any Bond shall mean the date specified in such Bond as the fixed date on which the principal of such Bond is due and payable.
- "System" shall mean the water, sanitary sewer, drainage and storm sewer system of the District, including, but not limited to, all works, improvements, facilities, plants, equipment, appliances, interests in property, and contract rights needed therefor, and administrative facilities needed in connection therewith, together with any additions or extensions thereto or improvements and replacements therefor.

"Term Bonds"	'means the Bonds maturing August 1:	5,, August 15,	, and
August 15,			

- Section 2.2 <u>Findings</u>. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.
- Section 2.3 <u>Table of Contents, Titles and Headings</u>. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 2.4 <u>Interpretation</u>.

- (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.
- (b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

- Section 3.1 <u>Authorization and Purpose</u>. The District's Bonds to be designated "Leander TODD Municipal Utility District No. 1 of Williamson County Unlimited Tax Bonds, Series 2021" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Section 59 of Article XVI of the Constitution of Texas and Chapters 49 and 54 of the Texas Water Code. The Bonds shall be issued in the aggregate principal amount of THREE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$3,750,000) for the purposes of financing water, sanitary sewer, drainage, and storm sewer system and facilities for the District or the District's capacity in such facilities; to pay engineering fees associated with water, sanitary sewer, drainage and storm sewer system and facilities for the District; to pay the costs of preparation of a stormwater pollution prevention plan; to pay developer interest; to capitalize approximately eighteen months' interest requirements on the Bonds; and to pay other costs associated with the issuance of the Bonds under and in strict conformity with the Constitution and laws of the State of Texas.
- Section 3.2 <u>Dates, Numbers and Denomination</u>. The Bonds shall be dated the Bond Date. The Bonds shall be numbered upward and shall be in denominations of principal equal to \$5,000 or any integral multiples thereof.

Section 3.3 Interest Rates and Maturity of the Bonds.

(a) The Bonds shall mature on August 15 in each of the years and in the amounts, respectively, set forth below. Such bonds shall bear interest from the Closing Date at the following per annum rates:

MATURITY SCHEDULE			
STATED MATURITY	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)	
2023	100,000		
2024	105,000		
2025	110,000		
2026	115,000		
2027	120,000		
2028	120,000		
2029	125,000		
2030	130,000		
2031	135,000		
2032	140,000		
2033	145,000		
2034	150,000		
2035	155,000		
2036	160,000		
2037	165,000		
2038	170,000		
2039	175,000		
2040	185,000		
2041	190,000		
2042	195,000		
2043	205,000		
2044	210,000		
2045	220,000		
2046	225,000		

(b) Said interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months and shall be payable semi-annually on February 15 and August 15 of each year, commencing August 15, 2021, until maturity or redemption of the pertinent Bond.

Section 3.4 <u>Medium, Method and Place of Payment.</u>

(a) The District will duly and punctually pay the principal of and interest on the Bonds in accordance with their terms in lawful money of the United States of America and shall deposit with the Paying Agent/Registrar on or before each Interest Payment Date funds sufficient to pay the principal of and interest on the Bonds then due, as provided in this Section.

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- (b) Interest on the Bonds shall be paid to the Holders thereof as shown in the Register at the close of business on the Record Date by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, first class United States mail, postage prepaid, to the address of such person as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangement.
- (c) The principal of each Bond shall be paid to the Bondholder on the due date (whether at the Stated Maturity or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Place of Payment.
- (d) If the specified date for any payment of principal (or Redemption Price) of or interest on the Bonds shall be a Saturday, Sunday, or legal holiday or equivalent (other than a moratorium) for banking institutions generally in the city in which the Place of Payment is located, such payment may be made on the next succeeding day which is not one of the foregoing days without additional interest and with the same force and effect as if made on the specified date for such payment.
- (e) In the event of nonpayment of interest on a Bond on an Interest Payment Date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" that shall be fifteen (15) days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Holder of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.
- (f) Unclaimed payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Holder of the Bonds to which the unclaimed payments pertain. Subject to Title 6 of the Texas Property Code, payments remaining unclaimed by the Holders entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose related to the System. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.5 Execution and Registration of Bonds.

- (a) The Bonds shall be executed on behalf of the District by the President and Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.
- (b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

- (c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the District and that it has been registered by the Comptroller of Public Accounts of the State of Texas.
- (d) On the Closing Date, one Initial Bond to be numbered T-1, payable in stated installments to the Purchaser or its designee, manually signed by the President and Secretary of the Board, approved by the Attorney General and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered Definitive Bond for each year of maturity of the Bonds in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6 Ownership.

- (a) The District, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Holder of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon and for all other purposes (except interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.
- (b) All payments made to the Holder of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sum paid.

Section 3.7 <u>Registration, Transfer and Exchange.</u>

- (a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at the Place of Payment a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.
- (b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Place of Payment with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.
- (c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Place of Payment for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

- (d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.
- (e) No service charge shall be made to the Holder for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Holder to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.
- (f) Neither the District nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Holder of the uncalled principal balance of a Bond.
- Section 3.8 <u>Cancellation</u>. All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be canceled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such canceled Bonds to the District or may in accordance with law destroy such canceled Bonds and periodically furnish the District with certificates of destruction of such Bonds.

Section 3.9 Temporary Bonds.

- (a) Following the delivery and registration of the Initial Bond and pending the preparation of Definitive Bonds, the proper officers of the District may execute and, upon the District's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the Definitive Bonds in lieu of which they are delivered, without coupons and with such appropriate insertions, omissions, substitutions and other variations as the officers of the District executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.
- (b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.
- (c) The District, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Holder.

Section 3.10 Replacement Bonds.

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

- (b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Holder first:
 - (i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;
 - (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the District harmless;
 - (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and
 - (iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.
- (c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.
- (d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.
- (e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11 Book-Entry Only System.

- (a) The Initial Bond shall be issued in the form of a single fully registered Bond for the entire issue amount of \$3,750,000 in the principal amounts for each year and bearing interest at the rates shown in Section 3.3, and delivered at the principal payment office of the Paying Agent/Registrar, and after payment therefor by the Purchaser, shall be canceled and Exchange Bonds for each maturity shall be exchangeable by the Paying Agent/Registrar for Exchange Bonds registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC") as agent for the Purchaser. The Exchange Bonds shall be delivered in denominations of \$5,000 or any integral multiple thereof for any one maturity in accordance with DTC's Book-Entry-Only System.
- (b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds

an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Holder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Holder, as shown in the Register of any amount with respect to principal or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal and interest on the Bonds only to or upon the order of the respective Holders, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Holder, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Holder at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Section 3.12 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District determines to discontinue the book-entry system through DTC or successor or DTC determines to discontinue providing its services with respect to the Bonds, the District shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.13 Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1 <u>Limitation on Redemption</u>. The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article.

Section 4.2 <u>Optional Redemption</u>.

(a) The District reserves the option to redeem the Bonds maturing on and after August 15, 2027, in whole or in part, in inverse order of maturity and by lot (or by any other customary method that

results in a random selection) within a maturity, before their respective scheduled maturity dates, on Augu
15, 2026, or any date thereafter, at a price equal to the principal amount thereof, plus accrued interest to the
Redemption Date.

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	days before the Redemption Date (unless a shorter period shall r), shall notify the Paying Agent/Registrar of such Redemption to be redeemed.
(c) The exercise by the Disorder or resolution of the Board entered into	strict of its option to redeem Bonds shall be evidenced by an its minutes.
Section 4.3 <u>Mandatory Redemption</u> .	
	ugust 15,, August 15,, and August 15, to mandatory sinking fund redemption prior to maturity at the est to the date of redemption on the respective dates and in
<u>Ter</u>	m Bonds Due August 15,
<u>Ter</u>	m Bonds Due August 15,
<u>Ter</u>	rm Bonds Due August 15,
*Final Maturity	

- (b) In the event there is more than one Bond outstanding, approximately forty-five (45) days prior to each mandatory redemption date for the Bonds, the Paying Agent/Registrar shall select by lot the numbers of the Bonds or principal amount to be redeemed on the next following August 15 from moneys set aside for that purpose in the Debt Service Fund. Any Bonds not selected for prior redemption shall be paid on the date of their Stated Maturity.
- (c) The principal amount of the Term Bonds required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds which, at least 45 days prior to a mandatory redemption date, (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation; (ii) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement; or (iii) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the District with monies in the Debt Service Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof.

Section 4.4 <u>Partial Redemption</u>.

- (a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If Bonds are to be partially redeemed, the Paying Agent/Registrar shall assign a separate number for each \$5,000 portion of the Bonds subject to redemption and select the portion or portions of the Bonds to be redeemed by lot or by any other customary method that results in a random selection.
- (b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Order, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.
- (c) The Paying Agent/Registrar shall promptly notify the District in writing of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 4.5 Notice of Redemption to Bondholders.

- (a) Notice of the redemption shall be mailed by the Paying Agent/Registrar in the name and at the expense of the District not less than 30 days prior to the Redemption Date, to each Holder of Bonds to be redeemed, and to DTC. The notice of redemption shall either (i) explicitly state that the proposed redemption is conditioned on there being on deposit on the Redemption Date sufficient funds to pay the Redemption Price of the Bonds to be redeemed, or (ii) be sent only if sufficient funds to pay the Redemption Price of the Bonds to be redeemed is on deposit. The notice of redemption shall state:
 - 1. the Redemption Date,
 - 2. the Redemption Price,
 - 3. the principal amount, the identification (by Bond and CUSIP number, Stated Maturity, interest rate and Bond Date of the Bonds) and, in the case of partial redemption, the respective principal amounts of the Bonds to be redeemed,
 - 4. that on the Redemption Date the Redemption Price of each of the Bonds to be redeemed will become due and payable and that interest thereon shall cease to accrue from and after said date, and

- 5. that the Bonds to be redeemed are to be surrendered for the payment of the Redemption Price at the office of the Paying Agent/Registrar, and the address of such Paying Agent/Registrar.
- (b) The Paying Agent/Registrar shall give written notice of redemption, by registered mail, overnight delivery, or other comparably secure means, not less than 30 days prior to the Redemption Date, to each registered securities depository (and to each national information service that disseminates redemption notices) known to the Paying Agent/Registrar, but neither the failure to give such notice nor any defect therein shall affect the sufficiency of notice given to Bondholders as hereinabove stated. The Paying Agent/Registrar may provide written notice of redemption to DTC by facsimile.

Section 4.6 <u>Payment Upon Redemption</u>.

- (a) Before or on each Redemption Date, the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount received by the Paying Agent/Registrar sufficient to pay the principal of and accrued interest on such Bonds.
- (b) Upon presentation and surrender of any Bond called for redemption at the designated office of the Paying Agent/Registrar, on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond from the moneys set aside for such purpose.

Section 4.7 <u>Effect of Redemption</u>.

- (a) Notice of redemption having been given as provided in Section 4.5 of this Order, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the District defaults in the payment of the principal thereof or accrued interest thereon, such Bonds or portions of such Bonds shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.
- (b) If any Bond or portion thereof called for redemption is not so paid upon presentation and surrender thereof for redemption, such Bond or portion thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.
- Section 4.8 <u>Lapse of Payment</u>. Money set aside for the redemption of Bonds and remaining unclaimed by the Holders thereof shall be subject to the provisions of Section 3.4(f).

ARTICLE V PAYING AGENT/REGISTRAR

Section 5.1 Appointment of Paying Agent/Registrar.

- (a) The District shall at all times maintain a paying agent/registrar ("Paying Agent/Registrar") meeting the qualifications herein described, for the performance of the duties hereunder. BOKF, NA, Dallas, Texas, is hereby appointed Paying Agent/Registrar for such purposes.
- (b) The President and the Vice President of the Board or either of them, and the Secretary and any Assistant or Acting Secretary of the Board, or any of them, are hereby authorized and directed to execute an agreement with the Paying Agent/Registrar for the Bonds. By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar

is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

- Section 5.2 <u>Approval of Paying Agent/Registrar Agreement</u>. The Paying Agent/Registrar Agreement by and between the District and BOKF, NA, Dallas, Texas ("Paying Agent/Registrar Agreement") in substantially the form and substance attached hereto as **Exhibit "A"** is hereby approved and the President or Vice President of the Board is hereby authorized and directed to complete, amend, modify, and execute the Paying Agent/Registrar Agreement, as necessary and the Secretary is authorized and directed to attest such agreement.
- Section 5.3 <u>Qualifications of Paying Agent/Registrar</u>. Every Paying Agent/Registrar appointed hereunder shall be a commercial bank, trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as, and perform the duties and services of, paying agent and registrar for the Bonds.

Section 5.4 <u>Maintaining Paying Agent/Registrar.</u>

- (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.3 of this Order.
- (b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.5 <u>Termination of Paying Agent/Registrar.</u>

- (a) The District reserves the right to appoint a successor Paying Agent/Registrar by (i) filing with the Person then performing such functions a certified copy of a resolution or order giving forty-five (45) days' notice of the termination of the agreement and appointing a successor; and (ii) causing not less than forty-five (45) days' notice to be given to each Bondholder, specifying the substitution of another Paying Agent/Registrar, the effective date thereof and the address of such successor, but no termination shall become effective until such successor shall have accepted the duties of the Paying Agent/Registrar hereunder by written instrument.
- (b) If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI FORM OF THE BONDS

Section 6.1 Form Generally.

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

evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

- (b) The Definitive Bonds shall be typewritten, printed, lithographed, or engraved and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof. The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.
- Section 6.2 Form of the Bonds. The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas (which shall only appear on the Initial Bond), the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially as follows:

(a)	Form of Bond.	
REGISTERED		REGISTERED
No		\$

UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF WILLIAMSON LEANDER TODD MUNICIPAL UTILITY DISTRICT NO. 1 OF WILLIAMSON COUNTY UNLIMITED TAX BOND Series 2021

INTEREST RATE	MATURITY DATE	DATED DATE	<u>CUSIP NUMBER</u>	CLOSING DATE
%		June 29, 2021		June 29, 2021
	ODD Municipal Utilition, State of Texas, for	•	•	y (the "District"), in the
or registered assign	s, on the Maturity Dat	e specified above.	the sum of	
	, ,	F	DOLLARS	

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing August 15, 2021.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the "Place of Payment") or, with respect to a successor paying agent/registrar, at the Place of Payment of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered Holder at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered Holder shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last day of the month next preceding the interest payment date.

In the event of a nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest ("Special Payment Date"), which shall be 15 days after the Special Record Date, shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Holder of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Place of Payment is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$3,750,000 (herein referred to as the "Bonds"), issued pursuant to a certain order of the District (the "Order") for the purposes of financing water, sanitary sewer, drainage, and storm sewer system and facilities for the District or the District's capacity in such facilities; to pay engineering fees associated with water, sanitary sewer, drainage and storm sewer system and facilities for the District; to pay the costs of preparation of a stormwater pollution prevention plan; to pay developer interest; to capitalize approximately eighteen months' interest requirements on the Bonds; and to pay other costs associated with the issuance of the Bonds.

This Bond, and the other Bonds of the series of which it is a part, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Order for a complete description of the terms, covenants and provisions pursuant to which the Bonds are secured and made payable and the respective rights thereunder of the Registered Owners of the Bonds and of the District and the Paying Agent/Registrar. By acceptance of this Bond, the Registered Owner hereof expressly assents to all of the provisions of the Order.

The District has reserved the option to redeem the Bonds maturing on or after August 15, 2027, in whole or in part before their respective scheduled maturity dates, on August 15, 2026, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the District shall redeem the Bonds in inverse order of Stated Maturity in integral multiples of \$5,000 and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Bonds maturing August 15, _____, August 15, ____ and August 15, ____, (the "Term Bonds") shall be subject to mandatory sinking fund redemption prior to maturity at the redemption

price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

Term Bonds Due August 15,

Term Bonds Due August 15,

Term Bonds Due August 15,

*Final Maturity

In the event there is more than one Bond outstanding, approximately forty-five (45) days prior to each mandatory redemption date for the Bonds, the Paying Agent/Registrar shall select by lot the numbers of the Bonds or principal amount to be redeemed on the next following August 15 from moneys set aside for that purpose in the Debt Service Fund. Any Bonds not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Bonds required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds which, at least 45 days prior to a mandatory redemption date, (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation; (ii) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement; or (iii) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the District with monies in the Debt Service Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof.

Notice of such redemption or redemptions shall be given by first class mail postage prepaid, not less than 30 days before the date fixed for redemption, to the registered Holder of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Order and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Place of Payment with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered Holder of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar and any other person may treat the person in whose name this Bond is registered as the Holder hereof for the purpose of receiving payment as herein provided (except

interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal.

Secretary, Board of Directors Leander TODD Municipal Utility District No. 1 of Williamson County

President, Board of Directors Leander TODD Municipal Utility District No. 1 of Williamson County

[SEAL]

(b) Form of Comptroller's Registration Certificate.

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

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

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, that it is a valid and binding obligation of Leander TODD Municipal Utility District No. 1 of Williamson County, and that this Bond has this day been registered by me.

	Witness my hand and seal of office at Austin, Texas, this day of, 2021.
	Comptroller of Public Accounts of the State of Texas
[SEAI	

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

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

It is hereby certified that this Bond has been delivered pursuant to the Bond this Order described in the text of this Bond, in exchange for or in replacement of a bond, bonds, or a portion of a bond approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

	BOKF, NA, Dallas, Texas
Date of Authentication:	
Authorized Signature	By:
(d) <u>Form of Assignment.</u>	
	essigned hereby sells, assigns and transfers unto (print or feree):
hereby irrevocably constitutes and appoints) the within Bond and all rights hereunder andattorney to transfer the within , with full power of substitution in the premises.
Date:	
Signature Guaranteed:	NOTICE. The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

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The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Section, except for the

following alterations:

- (1) immediately under the name of the Bond, the headings "Interest Rate," "Maturity Date" shall be completed with the words "As Shown Below" and the heading "CUSIP No." deleted.
- (2) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _______ DOLLARS" shall be deleted and the following will be inserted: "on August 15 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

STATED MATURITY

PRINCIPAL AMOUNT (\$)

INTEREST RATE (%)

(Information to be inserted from schedule in Section 3.3 of this Order)

- (3) in the second paragraph of the Bond, an additional sentence shall be added to the paragraph as follows: "The initial Paying Agent/Registrar is BOKF, NA, Dallas, Texas.":
 - (4) the Initial Bond shall be numbered T-1.
- Section 6.3 <u>CUSIP Registration</u>. The President of the Board may secure the printing of identification numbers on the Bonds through the CUSIP Service Bureau Division of Standard and Poors Corporation, New York, New York.
- Section 6.4 <u>Legal Opinion and Statement of Insurance</u>. The approving opinion of Bond Counsel, McLean & Howard, L.L.P., may be printed on the back of the Bonds with the certification of the Secretary of the Board which may be executed in facsimile. In addition, if any bond insurance is obtained, any statement of insurance may be placed on the Bonds.

ARTICLE VII SALE AND DELIVERY OF BONDS

Section 7.1 Sale of Bonds and Official Statement Approval.

- (b) The form and use of the Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The President and Secretary of the Board are authorized and directed to manually execute and deliver for and on behalf of the District copies of said Official Statement in final form as may be required by the Purchaser, and such Official Statement in the final form and content manually executed by any one or more of said officials shall be deemed to be approved by the Board of Directors and constitute the Official Statement authorized for distribution and use by the Purchaser.

- (c) Upon the registration of all of the Bonds, the Comptroller of Public Accounts of the State of Texas is authorized and instructed to deliver all of the Bonds to McLean & Howard, L.L.P., or pursuant to such firm's order, for delivery to the Purchaser or to the District's depository.
- (d) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Freeman & Corbett, Bond Counsel for the District, which opinion shall be dated and delivered the Closing Date.

Section 7.2 Control and Delivery of Bonds.

- (a) The President of the Board is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.
- (b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the initial purchaser thereof under and subject to the general supervision and direction of the President of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

ARTICLE VIII DEPOSIT OF PROCEEDS

Section 8.1 <u>Deposit of Proceeds</u>.

- (a) The proceeds from the sale of Bonds, excluding accrued interest (if any) and capitalized interest, shall be deposited into the Capital Projects Fund.
- (b) Moneys received representing accrued interest (if any) and capitalized interest on the Bonds shall be deposited into the Debt Service Fund.

ARTICLE IX FUNDS; FLOW OF FUNDS; INVESTMENTS

- Section 9.1 <u>Creation of Funds</u>. The Debt Service Fund and the Capital Projects Fund are hereby created or confirmed as separate and distinct funds. Each fund shall be kept separate and apart from all other funds of the District. The Debt Service Fund shall constitute a trust fund which shall be held in trust by the District for the benefit of the Holders of the Bonds and the Additional Bonds, if any, as appropriate. The Capital Projects Fund shall be used as provided in Section 9.4 of this Order.
- Section 9.2 Security of Funds. Any cash balance in any fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor or the Federal Savings and Loan Insurance Corporation or its successor, shall be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of municipal utility districts, having an aggregate market value, exclusive of accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged.
- Section 9.3 <u>Debt Service Fund</u>. The District shall deposit or cause to be deposited into the Debt Service Fund accrued interest on the Bonds (if any), capitalized interest (if any), the proceeds from collections of the ad valorem taxes levied pursuant to Section 11.2 hereof, less costs of collection, as collected. Not later

than five (5) days prior to any Interest Payment Date on the Bonds, the Board of Directors shall cause the transfer of moneys out of the Debt Service Fund to the Paying Agent/Registrar in an amount not less than that which is sufficient to pay the principal which matures on such date and the interest which accrues on such date. The District shall pay fees and charges of the Paying Agent/Registrar for its services as paying agent and registrar for the Bonds from the Debt Service Fund.

Section 9.4 <u>Capital Projects Fund</u>. All proceeds from the sale of the Bonds, shall be deposited into the District's Capital Projects Fund and used for the payment of expenses incident to the issuance of the Bonds, including financial advisory, legal and engineering fees and expenses, and the costs of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending the System as approved by the Commission either prior to or after the issuance of the Bonds.

Section 9.5 <u>Investments and Earnings</u>. Moneys deposited into the Debt Service Fund, the Capital Projects Fund, and any other fund or funds which the District may lawfully create may be invested or reinvested in Authorized Investments. All investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys for such investments were taken; provided, however, that in the discretion of the Board of Directors the profits realized from and interest accruing on investments made from any fund may be transferred to the Debt Service Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the event any fund does not have sufficient uninvested funds on hand to meet the obligations payable out of such fund. After such sale the moneys resulting therefrom shall belong to the fund from which the moneys for such investments were initially taken. The District shall not be responsible to the Registered Owners for any loss arising out of the sale of any investments.

ARTICLE X ADDITIONAL BONDS AND REFUNDING BONDS

Section 10.1 <u>Additional Bonds</u>. The District expressly reserves the right to issue, in one or more installments, for the purpose of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving or extending the System or for any other lawful purposes:

- (a) any authorized but unissued unlimited tax bonds which have been authorized at a bond election in the District; and
- (b) such other unlimited tax bonds as may hereafter be authorized at subsequent elections.

Section 10.2 Other Bonds. The District further reserves the right to issue unlimited tax bonds, if authorized by election, and such other bonds as may be lawfully issued by the District without the necessity for an election.

Section 10.3 <u>Refunding or Defeasance.</u> The District further reserves the right to defease or refund the Bonds or any other bonds issued by the District in any manner provided by law at or prior to their respective dates of maturity or redemption.

ARTICLE XI SECURITY FOR THE BONDS AND ANY ADDITIONAL BONDS

- Section 11.1 <u>Security of Bonds and Any Additional Bonds</u>. The Bonds and any Additional Bonds are secured by and payable from the levy and pledge of a continuing, direct annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property within the District.
- Section 11.2 Levy of Tax. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes, there is hereby levied, and there shall be assessed and collected in due time, a continuing, direct annual ad valorem tax without limit as to rate or amount on all taxable property in the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except expenses incurred in that connection, shall be paid into the Debt Service Fund, and the aforementioned tax and such payments into Debt Service Fund shall continue until the Bonds and the interest thereon have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. The rate of the ad valorem tax hereby levied shall be determined and levied from year to year in an amount as will be ample and sufficient to provide funds to pay the interest on said Bonds and to provide the necessary sinking fund to pay the principal when due, full allowance being made for delinquencies and costs of collection. The annual ad valorem tax rate shall be determined and the tax shall be levied, collected and applied to the payment of principal and interest on the Bonds, as follows:
 - (a) By September 1 in each year, or as soon thereafter as practicable, the Board shall consider the taxable property in the District and determine the actual rate per \$100 valuation of taxable property which is to be levied in that year and levy the tax against all taxable property in the District.
 - (b) In determining the actual rate to be levied in each year, the Board shall consider among other things:
 - (i) the amount which should be levied for the payment of principal, interest, and redemption price of each series of bonds or notes payable in whole or in part from taxes; and
 - (ii) the percentage of anticipated tax collections and the cost of collecting the taxes.
 - (c) In determining the amount of taxes which should be levied each year, the Board may consider whether revenue or receipts are expected to be available from other sources which are legally available to pay principal of or interest or redemption price on the Bonds.

In addition to the taxes levied pursuant to this Section 11.2, the District may also levy from time to time taxes for maintenance and operation purposes, for contract obligations payable from taxes and for any other purpose or purposes authorized by law.

Section 11.3 <u>Payment of Bonds and Performance of Obligations</u>. The District covenants to pay promptly the principal of and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Order, and to keep and perform faithfully all of its covenants, undertakings and agreements contained in this Order, or in any Bond executed, authenticated and delivered hereunder.

ARTICLE XII COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS

- Section 12.1 <u>Tax Covenants</u>. The District intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds, the District covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the District shall comply with each of the following covenants:
 - (a) The District will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 3.1 hereof, which will be owned and operated by the District and (ii) to pay the costs of issuing the Bonds.
 - (b) The District will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.
 - (c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the District and investment earnings on such collections.
 - (d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.
 - (e) At all times while the Bonds are outstanding, the District will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The District will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the District will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.
 - (f) The District will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

- (g) The District represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the District reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.
- (h) The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the District will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the District allocable to other obligations of the District or moneys which do not represent gross proceeds of any obligations of the District and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the District will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.
- (i) The District will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.
- (j) The District will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.
- (k) The District will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.
- (1) Proper officers of the District charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the District's expectations. On or after the date of

issuance of the Bonds, the District will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Bondholders and any subsequent Bondholder, and may be relied upon by the Bondholders and any subsequent Bondholder and bond counsel to the District.

In complying with the foregoing covenants, the District may rely upon an unqualified opinion issued to the District by nationally recognized bond counsel that any action by the District or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the District's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

Section 12.2 <u>Designation as Qualified Tax-Exempt Bonds</u>. The District hereby designates the Bonds as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the District represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the District (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Bonds, will result in more than \$10,000,000 (or such amount permitted by section 265 of the Code) of "qualified tax-exempt obligations" being issued; (b) that the District reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bonds are issued, by the District (or any subordinate entities) will not exceed \$10,000,000 (or such amount permitted by section 265 of the Code); and, (c) that the District will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

ARTICLE XIII CONTINUING DISCLOSURE OF FINANCIAL INFORMATION

Section 13.1 Annual Reports.

- (a) The District shall provide annually to the MSRB, within six months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the District, of the general type included in Tables 1, 2 and 4 of the Official Statement and Appendix A of the Official Statement. Any financial statements so to be provided shall be (i) prepared in accordance with generally accepted auditing standards or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation and (ii) audited, if the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve months after any fiscal year end, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such twelve-month period and audited financial statements when the audit report on such statements becomes available.
- (b) If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC.

Section 13.2 Material Event Notices.

- (a) The District shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:
 - 1. Principal and interest payment delinquencies;
 - 2. Non-payment related defaults, if material;
 - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - 5. Substitution of credit or liquidity providers, or their failure to perform;
 - 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;
 - 7. Modifications to rights of beneficial owners of the Bonds, if material;
 - 8. Bond calls, if material, and tender offers;
 - 9. Defeasances:
 - Release, substitution, or sale of property securing repayment of the Bonds, if material;
 - 11. Rating changes;
 - 12. Bankruptcy;
 - 13. Insolvency, receivership or similar events of the District or other obligated person within the meaning of CFR Section 240.15c2-12 (the "Rule");
 - 14. Consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - 15. Appointment of a successor or additional trustee or the change of name of a trustee, if material to a decision to purchase or sell Bonds;
 - 16. Incurrence of financial obligations of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
 - 17. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties. The terms "financial obligation" and "material" when used in this paragraph shall have the meanings ascribed to them under federal securities laws.
- (b) The District shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section 13.2 of this Order by the time required by this Section.

Section 13.3 Limitations, Disclaimers and Amendments.

- (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Texas law that causes the Bonds no longer to be outstanding.
- (b) The provisions of this Section are for the sole benefit of the Bondholders and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.
- (c) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO A BONDHOLDER OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION. EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.
- (d) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under this Order for purposes of any other provision of this Order. Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.
- (e) Notwithstanding any other provision within this Order, the provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of operations of the District, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the original primary offering in compliance with the Rule, taking into account such amendment as well as such changed circumstances, and (2) a person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the Bondholders. If any such amendment is made, the District will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

ARTICLE XIV DEFAULT AND REMEDIES

- Section 14.1 <u>Events of Default</u>. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:
- (a) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable;

- (b) default in the performance or observance of any other covenant, agreement, or obligation of the District and the continuation thereof for a period of 30 days after notice of such default is given by any Bondholder to the District; or
- (c) the District files for protection under the federal Bankruptcy Code or other similar state or federal statute.

Section 14.2 Remedies for Default.

- (a) Upon the happening of any Event of Default or the default in the performance or observance of any other covenant, agreement, or obligation of the District, then any Bondholder or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the District for the purpose of protecting and enforcing the rights of the Bondholders under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Bondholders hereunder or any combination of such remedies.
- (b) All such proceedings shall be instituted and maintained for the equal benefit of all Bondholders.

Section 14.3 Remedies Not Exclusive.

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

ARTICLE XV DISTRICT OFFICERS' DUTIES

Section 15.1 District Officers' Duties.

- (a) The President and Secretary of the Board of Directors of the District are hereby instructed and directed to do any and all things necessary in reference to the installation, completion and maintenance of the District's plants, facilities and improvements and to make monies available for the payment of the Bonds in the manner provided by law.
- (b) The President of the Board of Directors of the District shall submit the Bonds, the record of the proceedings authorizing the issuance of the Bonds and any and all other necessary orders, certificates and records to the Attorney General of the State of Texas for his investigation. After obtaining the approval of the Attorney General, the President of the Board of Directors shall cause the Bonds to be registered by the Comptroller of Public Accounts of the State of Texas.
- (c) The President and Secretary of the Board of Directors are authorized to do any and all things proper and necessary to carry out the intent of this Order; and, the President and Secretary of the Board of Directors are hereby directed (i) to make, execute and deliver certifications as to facts, estimates

or circumstances in existence as of the date of issuance of the Bonds and (ii) to execute and deliver such agreements, instructions, letters, instruments and other documents, as either such officer shall determine to be necessary or appropriate to carry out the intent of this Order and to effect the delivery of the Bonds in accordance with the terms set forth herein.

ARTICLE XVI MISCELLANEOUS

- Section 16.1 <u>District's Successors and Assigns</u>. Whenever in this Order the District is named and referred to, it shall be deemed to include its successors and assigns, and all covenants and agreements in this Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.
- Section 16.2 <u>Benefits of this Order Provisions.</u> Nothing in this Order or in the Bonds, expressed or implied, shall give or be construed to give any person, firm or corporation, other than the District, the Paying Agent/Registrar and the Bondholders any legal or equitable right or claim under or in respect of this Order, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions contained in this Order or in the Bonds being for the sole benefit of the District, the Paying Agent/Registrar and the Bondholders.
- Section 16.3 <u>Severability Clause</u>. If any word, phrase, clause, sentence, paragraph, Section or other part of this Order, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Order and the application of such word, phrase, clause, sentence, paragraph, Section or other part of this Order to any other persons or circumstances shall not be affected thereby.
- Section 16.4 <u>Open Meeting</u>. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was properly given, all as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, as amended.

Section 16.5 Amendments.

- (a) This this Order shall constitute a contract with the Bondholders entered into upon the initial purchase of the Bonds, shall be binding on the District and its successors and assigns whether or not so expressed, and shall not be amended or repealed by the District so long as any Bond remains outstanding except as permitted in this Section.
- (b) The District may, without the consent of or notice to any Bondholder, from time to time and at any time amend this Order in any manner that the District determines is not detrimental to the interests of the Bondholders for the purpose of the curing of any ambiguity, inconsistency, or formal defect or omission herein or therein. In addition, the District may, with the written consent of the Holders of a majority in principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order, except that, without the consent of the Holders of all of the Bonds affected, no such amendment, addition, or rescission may (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, change the place or places at, or the coin or currency in which, any Bond or the interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

- (c) Any consent to any amendment hereof by the Bondholder shall bind every future Holder of the same Bond and the Holder of every Bond issued upon transfer or in lieu thereof or in exchange therefor, in respect of anything done or suffered to be done by the District in reliance thereon, whether or not notation of such action is made upon such Bond.
- (d) Any rating agency rating the Bonds must receive notice of each amendment and a copy thereof at least 15 days in advance of its execution or adoption.
- Section 16.6 <u>Notice to Bondholders</u>. Except as may be otherwise provided in this Order, where this Order provides for notice to Bondholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Bondholder, at the address of such Bondholder as it appears in the Register. Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder of Bonds shall affect the sufficiency of such notice with respect to all other Bondholders. Wherever this Order provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Bondholders shall be filed with the District, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

ARTICLE XVII EFFECTIVENESS

Section 17.1 <u>Effectiveness</u>. This Order shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED on this 3rd day of June, 2021.

	President, Board of Directors	
ATTEST:		
Secretary, Board of Directors		
(SEAL)		

Exhibit "A

Paying Agent/Registrar Agreement



Leander TODD Municipal Utility District No. 1

Bookkeeper's Report

June 3, 2021

1

Leander TODD MUD No. 1 - GOF

Cash Flow Report - Checking Account

Num	Name	Memo Amount	Balance
BALANCE A	AS OF 05/13/2021		\$708.04
Receipts Total Receip	No Receipts Activity	0.00	0.00
Disbursemei Total Disbur	No Disbursements Activity	0.00	0.00
BALANCE	AS OF 06/03/2021		\$708.04

Leander TODD MUD No. 1 - GOF

Cash Flow Report - Bookkeepers Account

Num		Name	Memo	Amount	Balance
BALAN	ICE AS OF 05/13/2021				\$5,032.57
Receipts	S				!
i	No Receipts Activity			0.00	,
Total Re	eceipts				0.00
Disburse	ements				!
2147	Matt Matthews		VOID: Fees of Office 05/12/2021	0.00	'
2148	Peter Dufrene		VOID: Fees of Office 05/12/2021	0.00	
2153	Greg Walling		Fees of Office 06/03/2021	(138.52)	
2154	Joshua Cameron		Fees of Office 06/03/2021	(138.52)	
2155	Lawrence Treuter		Fees of Office 06/03/2021	(138.52)	
2156	Matt Matthews		Fees of Office 06/03/2021	(138.53)	
2157	Peter Dufrene		Fees of Office 06/03/2021	(138.53)	
2158	McLean & Howard L.L.P.		Legal Fees	(672.50)	
Total Di	isbursements		Ç		(1,365.12)
BALAN	NCE AS OF 06/03/2021				\$3,667.45
4				_	

Leander TODD MUD No. 1 - CPF

Cash Flow Report - Checking Account

Num	Name	Memo	Amount	Balance
BALANCE .	AS OF 05/13/2021			\$0.00
Receipts Total Receip	No Receipts Activity ots	_	0.00	0.00
Disburseme Total Disbu	No Disbursements Activity	_	0.00	0.00
BALANCE	AS OF 06/03/2021		,	\$0.00

Leander TODD Municipal Utility District No. 1

Account Balances

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Money Market Funds					
TEXPOOL (XXXX0004)	08/23/2018		0.01 %	43,601.26	
Checking Account(s)					
FIRST CITIZENS BANK-CKING (XXXX4915)			0.01 %	3,667.45	Bookkeepers
FIRST CITIZENS BANK-CKING (XXXX0709)			0.01 %	708.04	Checking Account
		Totals for Ope	rating Fund:	\$47,976.75	
Fund: Capital Projects					
Checking Account(s)					
FIRST CITIZENS BANK-CKING (XXXX3876)			0.01 %	0.00	Checking Account
	Tota	ls for Capital Pr	rojects Fund:	\$.00	
Fund: Debt Service					
Certificates of Deposit					
THIRD COAST BANK-DEBT (XXXX6661)	10/20/2020	07/17/2021	0.70 %	200,000.00	
Money Market Funds					
TEXPOOL (XXXX0002)	02/01/2018		0.01 %	467,766.72	
TEXPOOL (XXXX0001)	09/30/2018		0.01 %	1.08	Tax
	Т	otals for Debt S	Service Fund:	\$667,767.80	
Grand total for Lea	ander TODD Mur	nicipal Utility D	District No. 1:	\$715,744.55	

Leander TODD MUD No. 1 - GOF

Actual vs. Budget Comparison

April 2021

			April 2021		Octob	Annual		
		Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	Budget
Revenues								
14320	Property Tax Collections	0	101	(101)	60,397	57,969	2,428	58,293
14325	Property Tax Penalty	0	8	3 (8)	36	58	(22)	100
14330	Miscellaneous Income	0	0	0	594	0	594	0
14340	Interest Earned on Checking	0	1	(1)	2	1	1	5
14370	Interest Earned on Temp. Invest	1	12	2 (11)	15	971	(956)	1,000
Total Rev	enues	1	122	(121)	61,046	58,999	2,046	59,398
Expendit	ures							
16330	Legal Fees	673	1,250	(578)	4,651	8,750	(4,099)	15,000
16340	Auditing Fees	0	0	0	6,500	7,000	(500)	7,000
16350	Engineering Fees	0	1,667	(1,667)	7,475	11,667	(4,191)	20,000
16360	Tax Assessor/Appraisal	0	0	0	1,404	1,072	332	2,000
16430	Bookkeeping Fees	2,500	3,228	3 (728)	20,347	22,019	(1,672)	33,000
16455	SB 622 Legal Notices & Other Pb	0	100	(100)	0	700	(700)	1,200
16460	Printing & Office Supplies	9	50	(41)	140	350	(210)	600
16470	Filing Fees	0	13	3 (13)	0	88	(88)	150
16480	Delivery Expense	0	42	2 (42)	183	292	(108)	500
16520	Postage	0	4		39	29		50
16530	Insurance & Surety Bond	0	0		7,767	6,100	1,667	6,100
16540	Travel Expense	0	100	(100)	382	700	(318)	1,200
16560	Miscellaneous Expense	400	183	3 217	3,516	1,283	2,233	2,200
16570	Website Expense	0	58	3 (58)	475	408	67	700
16600	Payroll Expenses	0	333		1,453	2,333	(880)	4,000
Total Exp	penditures	3,582	7,028		54,332	62,791	. 	93,700
Other Rev	/enues							
15950	Assigned Operating Surplus	0	2,859	(2,859)	0	20,010	(20,010)	34,30
Total Oth	er Revenues		2,859	(2,859)	0	20,010	(20,010)	34,30
Excess Re	evenues (Expenditures)	(\$3,581)	(\$4,047)	\$466	\$6,713	\$16,218	(\$9,504)	\$(

Leander TODD MUD No. 1 - GOF

Balance Sheet

As of April 30, 2021

	Apr 30, 21
ASSETS Current Assets Checking/Savings %%\$\$` '7Ug\ ']b'6Ub_ %%\$\$\$` '6ccYYdYfg	22,708 268
Total Checking/Savings	22,976
Other Current Assets %% \$\$" H]a Y'8 Ydcg hg %%) \$\$" 'A Ulbh/bbW'HU 'F YW[j W'Y %%-' \$" '8 i Y': fca '8 G %%-(\$" 8 i Y': fca '7 D:	73,213 802 13,388 40,508
Total Other Current Assets	127,912
Total Current Assets	150,888
TOTAL ASSETS	150,888
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable % \$\$\$\$" 5 World bhg Duhb VY	60,493
Total Accounts Payable	60,493
Other Current Liabilities %&+, \$` 8 YZYffYX`=bZck g`DfcdYffm'HU	802
Total Other Current Liabilities	802
Total Current Liabilities	61,295
Total Liabilities	61,295
Equity % \$%\$``I bUgg [bYX`: i bX`6UUbW Net Income	82,879 6,713
Total Equity	89,593
TOTAL LIABILITIES & EQUITY	150,888

Leander TODD Municipal Utility District No. 1

District Debt Service Payments 05/01/2021 - 04/30/2022

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
Debt Service Payment Due 08/15/2021						
Bank of Texas	2018 - WS&D	08/15/2021		90,000.00	55,688.75	145,688.75
Bank of Texas	2020 - WS&D	08/15/2021		0.00	49,643.75	49,643.75
		Total	Due 08/15/2021	90,000.00	105,332.50	195,332.50
Debt Service Payment Due 02/15/2022						
Bank of Texas	2018 - WS&D	02/15/2022		0.00	54,631.25	54,631.25
Bank of Texas	2020 - WS&D	02/15/2022		0.00	49,643.75	49,643.75
		Total	Due 02/15/2022	0.00	104,275.00	104,275.00
			District Total	\$90,000.00	\$209,607.50	\$299,607.50
			_			

		TAX YEARS 2020			TAX YEARS 2019					
PERCENTAGE	DS 86%	MT 14%	TOTAL 2020	DS 86%	MT 14%	TOTAL 2019		GRAND DEBT SERV	TOTAL MAINT	TOTAL
PRIOR YEAR TAX LEVY	0.00 367,639.12	0.00 61,273.19	0.00 428,912.31	990.91 0.00	165.15 0.00	1,156.06 0.00	PRIOR YEAR TAX LEVY	990.91 367,639.12	165.15 61,273.19	1,156.06 428,912.31
COLLECTIONS:	·	ŕ	,				COLLECTIONS		•	·
OCT 20 TAXES	11,700.94	1,950.16	13,651.10	0.00	0.00	0.00	TAXES TAXES	11,700.94	1,950.16	13,651.10
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	PENALTY	0.00	0.00	0.00
NOV 20								11,700.94	1,950.16	13,651.10
TAXES PENALTY	21,305.93 0.00	3,550.99 0.00	24,856.92 0.00	0.00 0.00	0.00 0.00	0.00 0.00	TAXES PENALTY	21,305.93 0.00	3,550.99	24,856.92
DEC 20							DEC 20	21,305.93	3,550.99	24,856.92
TAXES PENALTY	249,264.73 0.00	41,544.12 0.00	290,808.85 0.00	0.00 0.00	0.00 0.00	0.00 0.00	TAXES PENALTY	249,264.73 0.00	41,544.12 0.00	290,808.85
LIVALII	0.00	0.00	0.00	0.00	0.00	0.00	TENALTI	249,264.73	41,544.12	290,808.85
JAN 21 TAXES	69,474.51	11,579.09	81,053.60	0.00	0.00	0.00	JAN 21 TAXES	69,474.51	11,579.09	81,053.60
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	PENALTY	0.00	0.00	0.00
FEB 21									11,579.09	81,053.60 ======
TAXES PENALTY	8,220.63 72.97	1,370.11 12.16	9,590.74 85.13	0.00 0.00	0.00 0.00	0.00 0.00	TAXES PENALTY	8,220.63 72.97	1,370.11 12.16	9,590.74 85.13
MADO							MADO	8,293.60	1,382.27	9,675.87
MAR 21 TAXES PENALTY	2,417.29 143.65	402.88 23.94	2,820.17 167.59	0.00 0.00	0.00 0.00	0.00 0.00	MAR 21 TAXES PENALTY	2,417.29	402.88	2,820.17
PENALIT	143.05	23.94	167.59	0.00	0.00	0.00	PENALIT	143.65 2,560.94	23.94 426.82	167.59 2,987.76
APR 21 TAXES	0.00	0.00	0.00	0.00	0.00	0.00	APR 21 TAXES	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	PENALTY	0.00	0.00	0.00
MAY 21							MAY 21	0.00	0.00	0.00
TAXES PENALTY	0.00	0.00 0.00	0.00	0.00 0.00	0.00	0.00	TAXES	0.00	0.00	0.00
PENALIT	0.00	0.00	0.00	0.00	0.00	0.00	PENALTY	0.00	0.00	0.00
JUNE 21										
TAXES PENALTY	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00 0.00	0.00 0.00	TAXES PENALTY	0.00 0.00	0.00 0.00	0.00 0.00
							'	0.00	0.00	0.00
JULY 21 TAXES	0.00	0.00	0.00	0.00	0.00	0.00	JULY 21 TAXES	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	PENALTY	0.00	0.00	0.00
AUG 21							AUG 21	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	TAXES	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	PENALTY	0.00	0.00	0.00
SEPT 21							SEPT 21	0.00	0.00	0.00
TAXES PENALTY	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	TAXES PENALTY	0.00 0.00	0.00 0.00	0.00 0.00
LIVALII							TEIGETT			
TOTALS	362,600.65	60,433.45	423,034.10	0.00	0.00	0.00	TOTALS	0.00	0.00	0.00
TAVE0		20 007 05					TAVEO	000 004 00	00 007 05	400 704 04
TAXES	362,384.03	60,397.35	422,781.38	0.00	0.00	0.00	TAXES ROLL BACK	362,384.03	60,397.35	422,781.31
PENALTY	216.62	36.10	252.72	0.00	0.00	0.00	PENALTY	216.62	36.10	252.72
TOTALS	362,600.65 ======	60,433.45	423,034.10 ======	0.00	0.00	0.00	TOTALS	362,600.65 ======	60,433.45	423,034.03
ADJUSTMENTS	(1,431.39)	(238.56)	(1,669.95)	0.00	0.00	0.00	ROLL BACK ADJUSTMENT	0.00 (1,431.39)	0.00 (238.56)	0.00 (1,669.95)
TAX REC @ 04/30/21	3,823.70	637.28	98.96% 4,460.98	990.91	165.15	1,156.06	TAX REC @ 04/30/21	4,814.61	802.43 =======	TOTAL TAX DUE 5,617.04
TAX RATES	0.3000	0.0500	0.3500	0.3000	0.0500	0.3500	· ·			