City of Round Rock

City Council

Meeting Agenda

Alan McGraw, Mayor
Craig Morgan, Mayor Pro-Tem, Place 1
Rene Flores, Place 2
Frank Leffingwell, Place 3
Will Peckham, Place 4
Writ Baese, Place 5
Kris Whitfield, Place 6

Thursday, April 27, 2017 **7:00 PM** **City Council Chambers, 221 East Main St.**

A. CALL REGULAR SESSION TO ORDER – 7:00 P.M.

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2010 Edition.

E. PROCLAMATIONS:

E.1 2017-4375 Consider proclaiming April 27, 2017 as "National Charity League" day in the City of Round Rock.

F. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered separately.

F.1 2017-4373 Consider approval of the minutes for the April 13, 2017 City Council meeting.

F.2 2017-4287 Consider an ordinance amending Chapter 46 (Zoning), Code of Ordinances (2010 Edition), creating new zoning districts SF-3 (Single Family - Mixed Lot), OF-2 (Office - Mid Rise), MU-R (Mixed Use - Redevelopment and Small Lot), and MU-G (Mixed Use - Greenfield and Large Lot). (Second Reading)

G. RESOLUTIONS:

G.1 2017-4341 Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with HDR Engineering, Inc. for the Transportation Master Plan Update Project.

G.2 2017-4376 Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Penny A. Lackey and Tina D. Lackey for the purchase of a 0.176 acre parcel of land and a 0.115 acre parcel of land necessary for the RM 620 Right of Way Project (Parcels 17 and 17R).

G.3 2017-4354 Consider a resolution authorizing the Mayor to execute a Real Estate Contract with the Round Rock Transportation and Economic Development Corporation to sell approximately 2.693 acres of land located southeast of the intersection of Bagdad Avenue and South Mays Street.

G.4 2017-4353 Consider a resolution authorizing the Mayor to execute a Development Agreement with Urban InTownhomes, Ltd.

G.5 2017-4378 Consider a resolution authorizing the Brushy Creek Regional Utility Authority to enter into an Engineering Services Contract with Walker Partners, LLC for the Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination Project.

G.6 2017-4379 Consider a resolution authorizing the Brushy Creek Regional Utility Authority to file an application with the Texas Water Development Board for financial assistance for the expansion of the floating raw water intake and water treatment plant.

G.7 2017-4359 Consider a resolution authorizing the Mayor to execute a Depository and Banking Services Contract with JPMorgan Chase Bank.

H. ORDINANCES:

H.1 2017-4358 Consider an ordinance authorizing the issuance of City of Round Rock, Texas General Obligation Bonds, Series 2017; authorizing the levy of an ad valorem tax in support of the bonds; approving an Official Statement, a Purchase Agreement and a Paying Agent Registrar Agreement; and authorizing other matters related to the bonds. (First Reading Only) (Second Reading Not Required)

H.2 2017-4352 Consider public testimony regarding, and an ordinance rezoning approximately 3.88 acres of land to be known as The Depot Townhomes, located southeast of the intersection of South Mays Street and Bagdad Avenue from MU-1 (Mixed Use Historic Commercial Core) district to the PUD (Planned Unit Development) No. 110 zoning district. (First Reading)*

H.3 2017-4343 Consider an ordinance adopting the National Electrical Code 2017 Edition and other amendments to Chapter 10, Code of Ordinances (2010 Edition), regarding the Electrical Code. (First Reading)*

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. ADJOURNMENT

**Pursuant to the terms of Section 3.13 of the Round Rock Home Rule Charter, the second reading of this ordinance may be dispensed with by an affirmative vote of all the City Council members present.*

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code for the following purposes:

§551.071Consultation with Attorney
§551.072 Deliberations regarding Real Property
§551.073 Deliberations regarding Gifts and Donations
§551.074 Personnel Matters
§551.076 Deliberations regarding Security Devices
§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 21st day of April 2017 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/
Sara L. White, TRMC, City Clerk

City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider proclaiming April 27, 2017 as "National Charity League" day in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4375

City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the April 13, 2017 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4373

City of Round Rock

Meeting Minutes - Draft
City Council

Thursday, April 13, 2017

CALL REGULAR SESSION TO ORDER – 7:00 P.M.

The Round Rock City Council met in regular session on April 13, 2017 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 7:04 pm.

ROLL CALL

Present: 7 - Mayor Alan McGraw
Mayor Pro-Tem Craig Morgan
Councilmember Rene Flores
Councilmember Frank Leffingwell
Councilmember Will Peckham
Councilmember Writ Baese
Councilmember Kris Whitfield

Absent: 0

PLEDGES OF ALLEGIANCE

Mayor McGraw, with help from the Boy Scouts and Webelo Scouts of Troop 365, led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

Carlos Balderas, spoke to the City Council regarding the proposed height increase of buildings.
Gudram Cobb, spoke to the City Council regarding their new business, The Barking Shark, and the proposed bar cap.
Bill Keith, spoke to the City Council regarding his new business, The Barking Shark, at 208 E. Liberty.
Greg Kerwin, 302 Sunset Drive, spoke to the City Council regarding the special election propositions.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 2017-4324 Consider proclaiming April 2017 as "Fair Housing Month" in the City of Round Rock.

Mayor McGraw read the proclamation and presented it to Raynesha Hudnell, CDBG Coordinator for the City of Round Rock.

CONSENT AGENDA:

All items listed on the Consent Agenda were enacted by one motion. There was no separate dicsussion of these items and no items were removed from the Consent Agenda.

A motion was made by Councilmember Whitfield, seconded by Councilmember Baese, that the Consent Agenda be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

F.1 2017-4325 Consider approval of the minutes for the March 23, 2017 City Council meeting.

The minutes were approved under the consent agenda.

F.2 2017-4289 Consider an ordinance amending Chapter 36 and Chapter 46, Code of Ordinances (2010 Edition), regarding subdivision walls and compatibility buffers. (Second Reading)

This ordinance was approved under the consent agenda.

F.3 2017-4290 Consider an ordinance amending Chapter 36, Code of Ordinances (2010 Edition), regarding subdivision platting procedures. (Second Reading)

This ordinance was approved under the consent agenda.

F.4 2017-4291 Consider an ordinance amending Chapter 10 and Chapter 36, Code of Ordinances (2010 Edition), regarding residential construction and certificate of substantial and final completion of subdivision public improvements. (Second Reading)

This ordinance was approved under the consent agenda.

F.5 2017-4304 Consider an ordinance amending Chapter 44, Section 44-228, Code of Ordinances (2010 Edition), regarding voluntary water conservation during peak water use periods. (Second Reading)

This ordinance was approved under the consent agenda.

F.6 2017-4305 Consider an ordinance amending Chapter 44, Section 44-6, Code of Ordinances (2010 Edition), prohibiting water waste. (Second Reading)

This ordinance was approved under the consent agenda.

F.7 2017-4344 Consider a resolution authorizing the Mayor to execute a Joint Election Agreement with Travis County participating entities for the May 6, 2017 General and Special Elections.

This resolution was approved under the consent agenda.

RESOLUTIONS:

G.1 2017-4320 Consider a resolution authorizing the City Manager to issue a Purchase Order to We Build Fun, Inc. for the purchase of playground equipment for Veterans Park.

Rick Atkins, Parks and Recreation Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Mayor Pro-Tem Morgan, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.2 2017-4338 Consider a resolution suspending the effective date for 90 days in connection with the rate increase filing on Oncor Electric Delivery Company LLC.

Susan Morgan, CFO, made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Flores, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.3 2017-4339 Consider a resolution authorizing the Mayor to execute a Construction Contract with Whitestone Civil Construction, LLC for the Texas Avenue Waterline Relocation Project.

Michael Thane, Utilities and Environmental Services Director made the staff presentation.

A motion was made by Councilmember Baese, seconded by Councilmember Flores, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.4 2017-4329 Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Aguirre & Fields, LP for the Texas Avenue Connection Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem Morgan, seconded by Councilmember Leffingwell, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.5 2017-4330 Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Scott & White Memorial Hospital f/k/a Scott and White Memorial Hospital and Scott, Sherwood and Brindley Foundation for the purchase of a 0.188 acre tract of land necessary for the University Boulevard Widening Project (Parcel 6A, Part 1).

A motion was made by Councilmember Peckham, seconded by Councilmember Flores, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.6 2017-4331 Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Scott & White Memorial Hospital f/k/a Scott and White Memorial Hospital and Scott, Sherwood and Brindley Foundation for the purchase of a 0.666 acre tract of land necessary for the University Boulevard Widening Project (Parcel 6A, Part 2).

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem Morgan, seconded by Councilmember Whitfield, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.7 2017-4332 Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Scott & White Memorial Hospital f/k/a Scott and White Memorial Hospital and Scott, Sherwood and Brindley Foundation for the purchase of a 0.042 acre tract of land necessary for the University Boulevard Widening Project (Parcel 6B).

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Baese, seconded by Councilmember Peckham, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.8 2017-4340 Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Jesse Madonna and Castanya Champion for the purchase of a 0.132 acre parcel of land and a 0.0 62 tract of land necessary for the RM 620 Right of Way Project (Parcels 13 and 13R).

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Flores, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.9 2017-4326 Consider a resolution making findings as to the feasibility and desirability of an improvement district to be known as the La Frontera Redevelopment Public Improvement District (PID).

Brad Wiseman, Planning and Development Services Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Mayor Pro-Tem Morgan, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.10 2017-4328 Consider a resolution setting a date, time and place for a public hearing on levy of assessments for the La Frontera Redevelopment Public Improvement District (PID) and authorizing publication of notice of said hearing.

A motion was made by Councilmember Whitfield, seconded by Councilmember Flores, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

PUBLIC HEARINGS:

H.1 2017-4327 Consider public testimony regarding the creation of the La Frontera Redevelopment Public Improvement District (PID).

Brad Wiseman, Planning and Development Services Director made the staff presentation.

Mayor McGraw opened the hearing for public testimony.
There being none, the public hearing was closed.

ORDINANCES:

I.1 2017-4288 Consider an ordinance amending Chapter 46, Code of Ordinances (2010 Edition), regarding amendments to the downtown mixed-use zoning districts. (Second Reading)

Brad Wiseman, Planning and Development Services Director made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Flores, that this ordinance be adopted. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

I.2 2017-4287 Consider public testimony regarding, and an ordinance amending Chapter 46 (Zoning), Code of Ordinances (2010 Edition), creating new zoning districts SF-3 (Single Family - Mixed Lot), OF-2 (Office - Mid Rise), MU-R (Mixed Use - Redevelopment and Small Lot), and MU-G (Mixed Use - Greenfield and Large Lot). (First Reading)(Requires Two Readings)

Brad Wiseman, Planning and Development Services Director made the staff presentation.

Mayor McGraw opened the hearing for public testimony.
There being none, the public hearing was closed.

A motion was made by Councilmember Peckham, seconded by Councilmember Baese, that the first reading of this ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

I.3 2017-4315 Consider public testimony regarding, and an ordinance amending Planned Unit Development (PUD) No. 62, to allow a restaurant with a drive through, subject to specific conditions. (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

Mayor McGraw opened the hearing for public testimony.
There being none, the public hearing was closed.

A motion was made by Councilmember Whitfield, seconded by Councilmember Baese, that this ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

A motion was made by Mayor Pro-Tem Morgan, seconded by Councilmember Peckham, to dispense with the second reading and adopt the ordinance. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

J.1 2017-4356 Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to Mark IV, a business prospect considering Round Rock as a location for a business that would bring economic development to the City.

The City Council recessed to Executive Session. Mayor McGraw called the session to order at 8:00 p.m. and adjourned it at 8:15 p.m.

ADJOURNMENT

There being no further businesss, the meeting was adjourned at 8:16 p.m.

Respectfully Submitted,

Sara L. White, City Clerk

City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider an ordinance amending Chapter 46 (Zoning), Code of Ordinances (2010 Edition), creating new zoning districts SF-3 (Single Family - Mixed Lot), OF-2 (Office - Mid Rise), MU-R (Mixed Use - Redevelopment and Small Lot), and MU-G (Mixed Use - Greenfield and Large Lot). (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Brad Wiseman, Planning and Development Services Department Director

Cost: $0.00

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2017-4287

This is the final code amendment City Council will consider adopting some of the more important policy items contained within the Round Rock Zoning and Development Code. The purpose of this amendment is to create four new opt-in zoning districts to potentially alleviate the number of Planned Unit Developments (PUDs) requested by developers. Below is a description of each new district:

- SF-3 (Single Family - Mixed Lot) - a new single family district accommodating a mixture of lot sizes with increased building design standards mirroring those in recently adopted single family PUDs. New SF-3 subdivisions shall have no fewer than 40% estate lots (10,000 ft2) and 30% standard lots (6,500 ft2), and no more than 30% small lots (5,000 ft2). However, a subdivision may have more small lots and fewer estate lots if it meets a set of increased subdivision design regulations.
- OF-2 (Office - Mid Rise) - a new office district intended for large office buildings that are not adjacent to single family subdivisions. The maximum height is 5 stories, except for properties with frontage on a freeway/tollway, which may be up to 12 stories. A variety of uses is permitted on the ground floor to serve the tenants of the building, such as restaurants, retail, and day cares. Exterior wall materials include brick, stone, stucco, architectural CMU, glass with steel framing, and architectural steel and metal, and each material is permitted in unlimited amounts.
- MU-R (Mixed Use - Redevelopment and Small Lot) - a mixed-use district that is

intended to provide flexibility for infill lots along arterial corridors in the city. A mixture of commercial and residential uses are permitted, and the lack of compatibility buffers allows greater lot utilization.

- MU-G (Mixed Use - Greenfield and Large Lot) - allows for comprehensive, mixed-use development of large, vacant lots. The district lays the foundation for a PUD based on the stated regulations, however a PUD is not required. The maximum height is 15 stories for properties with freeway/tollway frontage and 5 stories elsewhere.

P&Z Recommendation: The Planning and Zoning Commission unanimously recommended approval of the new zoning districts as part of the larger Development Code recommendation at their meeting on December 21, 2016.

ORDINANCE NO. O-2017-4287

AN ORDINANCE AMENDING CHAPTER 46, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, TO CREATE NEW ZONING DISTRICTS SF-3 (SINGLE FAMILY – MIXED LOT), OF-2 (OFFICE – MID RISE), MU-R (MIXED USE – REDEVELOPMENT AND SMALL LOT), AND MU-G (MIXED USE – GREENFIELD AND LARGE LOT), AND BY AMENDING SECTIONS 46-160, 46-195, AND 46-199; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That Chapter 46, Section 46-132(a), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows

Sec. 46-132. - Establishment of districts.

(a) *Districts.* For the purpose of this zoning ordinance, portions of the city, as specified on the official zoning map of the city, are hereby divided into the following zoning districts:

Base Zoning Districts	
Residential Zoning Districts	
SF-R	Single-family - rural
SF-1	Single-family - large lot
SF-2	Single-family - standard lot
SF-3	Single Family – Mixed Lot
SF-D	Single Family – Downtown
MH	Manufactured housing
TF	Two-family

TH	Townhouse
MF-1	Multifamily - low density
MF-2	Multifamily - medium density
MF-3	Multifamily - urban
Commercial Zoning Districts	
C-1	General commercial
C-1a	General commercial - limited
C-2	Local commercial
Employment zoning districts	
OF	Office
OF-2	Office – Mid Rise
BP	Business park
LI	Light industrial
I	Industrial
Special Purpose Zoning Districts	
AG	Agricultural
PF-1	Public facilities - low intensity
PF-2	Public facilities - medium intensity
PF-3	Public facilities - high intensity
SR	Senior

MI	Mining
OS	Open space
MU-1a	Mixed-use southwest downtown
MU-1	Mixed-use historic commercial core
MU-2	Mixed-use downtown medium density
MU-L	Mixed-use limited
MU-R	Mixed Use – Redevelopment and Small Lot
MU-G	Mixed Use – Greenfield and Large Lot
PUD	Planned unit development
Overlay Zoning Districts	
H	Historic overlay
CT	Chisholm Trail overlay
PV	Palm Valley overlay

II.

That Chapter 46, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended by adding a new Section 46-136.2, which shall read as follows:

Sec. 46-136.2 - SF-3 (Single Family – Mixed Lot) district.

(a) *Purpose.* To establish and preserve areas of low intensity land use primarily devoted to low density residential development on lots of various sizes and with increased design standards than other single family residential zoning districts. This district is intended for subdivisions that can accommodate a variety of lot sizes and detached housing types.

(b) *Permitted uses.*

(1) The following uses are permitted by right:

Use	Supplementary Standard
Park, neighborhood	None
Place of worship	None
Public safety facility	None
Single-family detached home	None

(2) The following uses are permitted with conditions:

Use	Supplementary Standard
Amenity center	46-160(a)
Day care (in home) for six or fewer children	46-160(i)(1)
Group home	46-160(m)
Park, community	46-160(t)
Park, linear/linkage	46-160(u)
Place of worship (with accessory uses totaling less than 2,500 square feet)	46-160(w)
School, elementary	46-160(bb)(1)
School, middle	46-160(bb)(2)
Utilities, minor	46-160(hh)
Utilities, intermediate	46-160(hh)
Wireless transmission facilities	46-160(kk)

(c) *Density and development standards.* All development within the SF-3 (Single Family – Mixed Lot) district shall conform to the density, development, and special standards described below.

(1) *Density and development standards.*

Description	Requirement[1]		
	Single Family Detached - Estate Lot	Single Family Detached – Standard Lot	Single Family Detached – Small Lot
Minimum lot area	10,000 sq. ft.	6,500 sq. ft.	5,000 sq. ft.
Minimum lot width	70 ft.	50 ft.	40 ft.[2]
Minimum lot depth	110 ft.	-	-
Minimum width of principal building	50 ft.	35 ft.	30 ft.
Minimum setback from street (ROW)	20 ft.	15 ft.	15 ft.
Minimum garage door setback from street (ROW)	25 ft.	20 ft.	20 ft.
Minimum garage door setback from street (ROW) for side entry garages	20 ft.	20 ft.	-
Minimum rear setback	20 ft.	10 ft.	10 ft.
Minimum side setback	5 ft.	5 ft.	5 ft.
Minimum setback for accessory building[3]	5 ft.	5 ft.	5 ft.
Maximum height of principal building	2.5 stories	2.5 stories	2 stories
Maximum height of accessory building	15 ft.	15 ft.	15 ft.
Minimum dwelling unit area[4]	2000 sq. ft.		
Maximum lot coverage for buildings	40%	50%	55%
Maximum height of fence within front street yard[6]	3 ft.	3 ft.	3 ft.
Maximum height of fence outside front street yard[5][6]	8 ft.	8 ft.	8 ft.
[1] Special purpose lots, including but not limited to landscape lots and utility lots, may be exempted from these requirements.			
[2] Lots less than 45 feet in width shall provide garages with rear access to an alley.			

(3) Accessory buildings or structures are not permitted in any front street yard.
(4) The living area of the primary residential structure exclusive of porches and garages.
(5) All fences shall provide a finished face to abutting streets.
(6) Fences shall not conflict with sight triangles at street intersections or obstruct views from adjacent driveways.

(2) *Setback encroachment.* All required setbacks shall be free from any encroachments, including but not limited to accessory buildings or structures, eaves, roof overhangs, box windows and fireplaces. Air conditioning units and other similar ground mounted equipment are exempt from this requirement.

(3) *Compatibility standard.* Where SF-3 lots are subdivided abutting existing homes on lots 10,000 sq. ft. and over, the SF-3 lots that immediately abut the large lots shall be a minimum of 10,000 sq. ft.

(4) *Lot composition*. Except as provided below, each new subdivision with SF-3 zoning shall meet the following lot size composition:

a. Estate lots shall compose no less than 40% of the total number of residential lots.

b. Standard lots shall compose no less than 30% of the total number of residential lots.

c. Small lots shall compose no more than 30% of the total number of residential lots.

d. A subdivision may contain fewer estate lots or more small lots than outlined above if it has a roadway connectivity index of 1.40 or greater and includes the following features, as further described in subsection (e) below:

1. Arterial and collector road landscaping;

2. Enhanced detention facilities and bridge/culvert design;

3. Usable open spaces such as parks, amenity centers, and trails;

4. Brick or natural stone subdivision walls.

(5) *Fencing*.

a. Single family lot fencing shall be constructed of the following materials: brick, stone, reinforced concrete, decorative masonry, wrought iron, tubular steel, redwood, or cedar with a picket size of 1" x 6" with metal posts and treated rails, or other equivalent materials approved by the zoning administrator.

b. Fences that abut parks, trails, or similar public or private open spaces shall be of wrought iron or tubular steel. Masonry bases not exceeding three (3) feet in height and/or masonry columns are permitted in conjunction with a wrought iron or tubular steel fence.

c. Fence requirements and maintenance.

1. These regulations shall apply only to fences that:

i. face a public street, a public park, a public recreation facility, a school, a library, or a government office; or

ii. are adjacent to a public drainage facility and are visible from a public street.

2. Fences are not required in the SF-3 district. However, the owners of fences subject to this section shall maintain fences in a safe condition and in good repair, with all components free from deterioration, dilapidation, rot, rust, loosening, or leaning. Fences shall be able to withstand the wind load for which they were designed. In addition, the following regulations shall apply:

i. A fence shall not be out of vertical alignment more than one (1) foot from the vertical measured at the top of the fence, with the exception of fencing measuring four (4) feet or less in height, which vertical alignment shall not be more than six (6) inches from the vertical measured at the top of the fence.

ii. A fence shall not have any broken, loose, damaged or rotted components having a combined total area of twenty (20) square feet or more, said area being calculated over any 50 contiguous linear foot section of fence.

iii. A fence shall not have any missing posts, panels, or pickets.

iv. Painted fence components shall be regularly maintained to prevent rusting, peeling, or blistering surfaces.

v. If the city determines a fence is unsafe, dilapidated or a public nuisance, or otherwise in violation of this chapter, it shall be repaired, replaced or demolished within 60 days upon first notification of non-compliance. Repairs shall be made with materials comparable in composition, color, size, shape and quality to the original fence. Products not intended to be used as fencing are prohibited from being used in the repair of a fence.

(d) *Design standards*.

(1) *Exterior wall finish.*

a. The exterior wall finish shall be a minimum 75% stone, simulated stone, brick, or stucco. No more than 50% shall be stucco. Up to 25% of the exterior wall finish may be fiber cement siding (excluding flat, unarticulated panels).

b. An alternative wall finish consisting of 100% stucco may be permitted only in conjunction with a tile roof.

c. The use of materials such as wood shingles, wood siding, and architectural steel or metal shall be limited to accent features.

d. Accessory buildings not exceeding 150 square feet in gross floor area are exempt from the percentage and materials requirements listed above.

(2) *Garage and driveway treatment.*

a. The garage doors facing a public street shall not exceed a total of 18 feet in width.

b. A street-facing garage shall not extend beyond the front building façade.

c. An upgraded garage door, defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door, shall be required for all garage doors facing the street.

d. Swing in, side entry garages are permitted as a primary garage or 3rd car garage with the following standards:

1. The exterior wall of the garage facing any public street shall include a minimum of one (1) three-foot (3') by five-foot (5') window for every nine (9) linear feet in width; and

2. There shall be a minimum of 30 feet between garage doors and the side lot line which they face.

(e) *Subdivision features*.

(1) Arterial and collector road landscaping is defined as the following:

a. A minimum 10-foot landscape easement from each side of the right-of-way to the abutting public utility easement. Exceptions may be granted by the zoning administrator for limited site specific variations where a reduction of the 10 feet is requested. The landscape easement shall contain sidewalks, street tree plantings, plant beds, subdivision walls, and neighborhood entry monuments.

b. The landscaping within the landscape easement shall consist of the following:

1. One large tree or two small trees per 40 linear feet, or fraction thereof; and

2. One small tree per 60 linear feet, or fraction thereof.

c. Sidewalks a minimum of five (5) feet in width shall be provided along both sides of the arterial and collector streets. The sidewalks shall be permitted to meander inside and outside the street right-of-way and landscape easement.

(2) Enhanced detention facilities includes the following: limestone cladding on cement walls; a minimum of 25% greater trees and shrubs than is required by the code; and if any permanent bodies of water are proposed they shall be curvilinear, non-rectangular shapes and which provide passive or active recreation opportunities. Enhanced bridge/culvert design includes colored concrete or a masonry veneer to complement the subdivision walls.

(3) The size and number of usable open spaces shall be clearly defined in the preliminary plat of the subdivision.

(4) The brick or natural stone subdivision wall shall conform to the regulations found in section 36-116 of the Code of Ordinances.

III.

That Chapter 46, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended by adding a new Section 46-144.1, which shall read as follows:

Sec. 46-144.1 - OF-2 (Office – Mid Rise) district.

(a) *Purpose*. To establish and preserve areas of medium to high intensity land use primarily devoted to offices and related accessory uses. This district is intended to allow for more intense development that is compatible with commercial and employment zoning districts.

(b) *Location criteria.*

(1) New OF-2 zoning is prohibited adjacent to existing or planned single-family or two-family neighborhoods.

(2) OF-2 zoned properties shall front on a designated arterial roadway or freeway/tollway.

(c) *Permitted uses.*

(1) The following uses are permitted by right:

Use	Supplementary Standard
Colleges and universities	None
Community service	None
Office	None
Park, community	None
Park, linear/linkage	None
Park, neighborhood	None
Public safety facility	None

Use	Supplementary Standard
Schools: business or trade	None

(2) The following uses are permitted with conditions:

Use	Supplementary Standard
Day care	46-160(i)
Eating establishment	46-160(j)
Medical office	46-160(s)
Parking, commercial	46-160(g)
Retail sales and service	46-160(aa)
Utilities, minor	46-160(hh)
Utilities, intermediate	46-160(hh)
Wireless transmission facilities	46-160(kk)

(d) *Density and development standards.* All development within the OF-2 (Office – Mid Rise) district shall conform to the density, development, and special standards described below.

(1) *Density and development standards.*

Description	Requirement[1]	
	Standard	IH-35/SH 45/SH 130[2]
Minimum lot width	50 ft.	50 ft.
Minimum lot size	2 acres	2 acres
Minimum setback from street (ROW)	25 ft.	25 ft.
Minimum rear setback[3]	0 ft./10 ft.	0 ft./10 ft.

Minimum side setback[3]	0 ft./10 ft.	0 ft./10 ft.
Minimum setback for accessory building[4]	0 ft./5 ft.	0 ft./5 ft.
Maximum height of principal building	5 stories or 75 feet, whichever is less	12 stories
Maximum height of accessory building[4][5]	15 ft.	15 ft.
Maximum height of fence within street yard	3 ft. [6]	3 ft. [6]
Maximum height of fence outside street yard	8 ft. [6]	8 ft. [6]
[1] Special purpose lots, including but not limited to landscape lots and utility lots, may be exempted from these requirements.		
[2] For lots with frontage on IH-35, SH 45, or SH 130.		
[3] The minimum rear and side setbacks shall be 10 feet, except that common walls are not required to have a setback. The setback may be increased based on current fire and building codes.		
[4] Accessory buildings or structures are not permitted in any front street yard.		
[5] The minimum setback for accessory buildings shall be five (5) feet, except that common walls are not required to have a setback.		
[6] All fences shall provide a finished face to abutting streets.		

(2) Landscaping. Landscaping requirements apply to all development in the OF-2 district. These requirements for the design, installation and maintenance of landscaping are intended to enhance or develop a unique character, identity, and environment for the city. These regulations are located in section 46-195.

(3) Off-street parking and loading. Off-street parking requirements apply to development in the OF-2 district. These regulations are located in section 46-196.

(4) Traffic impact studies. Developments that are projected to generate 100 or more peak hour vehicle trips are required to submit a traffic impact study prior to approval of a development permit. The standards and requirements of the traffic impact study are located in section 46-197.

(5) Access and circulation. Vehicle access and circulation standards apply to development in the OF-2 district. These include requirements for connections to existing and future roads, connection to adjacent development, and design requirements for driveways. These regulations are located in section 46-198.

(6) Fire access requirement. At least one face of the tallest segment of a multi-story building shall front on a designated fire lane.

(e) *Mid-rise office design standards*. The following design standards apply to all buildings in the OF-2 district. These standards are intended to ensure an attractive built environment in Round Rock. Alternative designs may be approved in writing by the zoning administrator in order to implement a specific, recognized architectural style not accommodated by the design standards below, excluding corporate architecture.

(1) *Exterior wall materials.* The building materials of a project shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments. Building materials shall be harmonious and compatible with adjacent developments.

a. The exterior finish of all buildings shall be natural stone, simulated stone, brick, stucco, architectural concrete masonry unit (CMU), glass with steel framing, or architecturally finished steel or metal, except for doors, windows and trim. The use of other materials shall be limited to accent features.

b. Architectural CMU shall have an ashlar pattern.

(2) *Exterior color.* Color schemes shall be harmonious and compatible with adjacent developments. Accent colors shall be compatible with the main color theme.

(3) *Glass.* Mirrored glass with a reflectivity of 20 percent or more is prohibited on the exterior walls and roofs of all buildings and structures.

(4) *Orientation requirements.* Building elevations that face a public street shall have at least 25 percent of the wall facing the street consist of windows and/or pedestrian entrance areas.

(5) Signage. Signs should meet the requirements of chapter 30 of this Code and be in harmony with the style and character of the development and should be an integral design component of the building architecture, building materials, landscaping, and overall site development.

(f) *OF-2 compatibility standards.* Compatibility standards are intended to protect lower intensity properties from the adverse impacts sometimes associated with adjacent higher intensity development.

(1) *Visual screening.* Screening standards for detention/water quality ponds; dumpsters, trash receptacles, outdoor storage; ground mounted equipment; and other similar structures and facilities are located in subsection 46-195(i).

(2) *Roof-mounted mechanical equipment.* All roof-mounted mechanical equipment shall be screened from public view. Screening shall utilize the same or similar materials as the principal structure.

(3) *Lighting.*

a. *Site lighting design requirements.*

1. *Fixture (luminaire).* The light source shall be completely concealed (recessed) within an opaque housing and shall not be visible from any street right-of-way.

2. *Light source (lamp).* Only incandescent, fluorescent, metal halide, color corrected high-pressure sodium, or light emitting diodes may be used. The same type shall be used for the same or similar types of lighting on any one site throughout any master planned development.

3. *Mounting.* Fixtures shall be mounted in such a manner that the cone of light does not cross any property line of the site.

4. *Height of fixture.* The height of a fixture shall not exceed 25 feet.

b. *Excessive illumination.*

1. *Interferes with use or enjoyment.* Lighting within any lot that unnecessarily illuminates and substantially interferes with the use or enjoyment of any other lot is not permitted. Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this section, or if the standard could reasonably be achieved in a manner that would not substantially interfere with the use or enjoyment of neighboring properties.

2. *Direct glare or excessive illumination onto streets.* Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may district or interfere with the vision of drivers on such streets.

IV.

That Chapter 46, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended by adding a new Section 46-155.4, which shall read as follows:

Sec. 46-155.4 – MU-R (Mixed Use – Redevelopment and Small Lot) district.

(a) *Purpose*.

(1) To allow for the development of small lots where the desired development or redevelopment cannot be accommodated with existing commercial district standards. This district also permits mixed-uses, including a residential component that typically would not otherwise be accommodated. The development standards establish projects with a more pedestrian-oriented and urban scale.

(2) The standards herein are not intended to be of a particular style or period, but to encourage high-quality construction and development that fits the proportions and

functional characteristics of a mixed-use district with an urban and pedestrian-oriented feel.

(b) *Permitted uses.*

(1) The following uses are permitted by right:

Use	Supplementary Standard
Accessory dwelling unit/carriage house	None
Bed and breakfast	None
Office	None
Overnight accommodations	None
Park, community	None
Park, linear/linkage	None
Park, neighborhood	None
Place of worship	None
Public safety facility	None

(2) The following uses are permitted with conditions:

Use	Supplementary Standard
Community service	46-160(h)
Eating establishment	46-160(j)
Indoor entertainment activities	46-160(p)
Live/work units	46-160(q)
Medical office	46-160(s)

Use	Supplementary Standard
Retail sales and service	46-160(aa)
Upper story residential	46-160(gg)
Utilities, minor	46-160(hh)
Utilities, intermediate	46-160(hh)
Wireless transmission facilities	46-160(kk)

(3) The following uses are permitted with special exceptions:

Day care
Eating establishment with an outdoor cooking area. In order for an eating establishment with an outdoor cooking area to qualify for a special exception, no outdoor cooking areas shall be permitted to share a common lot line with an existing single family use.
Event center
Outdoor entertainment
Passenger terminal

(c) *Density and development standards.* All development within the MU-R (Mixed Use – Redevelopment and Small Lot) district shall conform to the density, development, and special standards described below.

(1) *Density and development standards.*

Description	Requirement[1]
Minimum lot width	20 ft.
Minimum setback from street (ROW)	10 ft. / Contextual[2]
Minimum rear setback	5 ft.

Minimum rear setback where sharing common lot line with existing single family uses	10 ft.
Minimum side setback[3]	0 ft.
Minimum side setback where sharing common lot line with existing single family uses	5 ft.
Maximum height of principal building[4]	3 stories / 50 ft.
Maximum height of accessory building	15 ft.
Minimum setback for accessory building[5]	0 ft./5 ft.
Maximum height of fence within street yard	3 ft.
Maximum height of fence outside street yard[6]	6 ft. / 8 ft.
[1] Special purpose lots, including but not limited to landscape lots and utility lots, may be exempted from these requirements.	
[2] A contextual setback may be considered when the frontage within a block is occupied or partially occupied by a building or buildings with front yards of greater depth than 10 feet. The zoning administrator shall consider roadway type, development patterns, and adopted land use plans for the block on which the project is located in determining a modification to this setback.	
[3] Side wall requirements for separation from adjacent structures, wall construction, and allowable openings for elements such as windows and doors shall be regulated by the Fire Code.	
[4] Number of stories includes mezzanines or other occupiable levels. Rooftop decks and patios shall not be included in the number of stories, but structures placed on rooftop decks and patios shall qualify towards the height requirement. The height of the structure abutting an existing single-family residential use is limited to the height of the single-family structure's nearest wall excluding the roof and attic plus one foot in height from every foot of distance from the existing single-family residential use.	
[5] Accessory buildings or structures are not permitted in any front street yard.	
[6] Fences may be eight (8) feet in height to accommodate topographical changes, as approved by the zoning administrator.	

(2) *Parking*. On-site parking shall be placed in an unobtrusive location that minimizes impacts to pedestrian circulation.

a. *On-site parking*.

1. Due to the variable nature of lot sizes and use, a parking generation study shall be provided with each development application for all non-

residential uses. The parking generation study shall include the following criteria:

i. A demand analysis of parking need based on industry standards.

ii. Characteristics of those using parking, including turnover rate.

2. On-site parking shall be required for all residential uses, or residential portions of any building.

i. Required residential parking per unit:

1 Bedroom:	1 space
2 Bedrooms or more:	2 spaces

ii. For residential units without defined bedrooms:

Under 800 square feet:	1 space
800 square feet or more:	2 spaces

iii. Tandem parking shall be permitted to accommodate the residential parking requirement.

3. Alternative solutions may include a shared parking agreement as described in section 46-196(c)(2) or other solution as approved by the transportation director.

b. All parking shall be constructed in accordance with the following requirements in addition to standards provided in section 46-196:

1. Parking and access shall be permitted only on improved surfaces.

2. Vehicular entrances to all parking areas shall be no wider than the minimum standard allowed by the Design and Construction Standards.

3. On-site parking areas are prohibited in any street yard, and all parking shall be setback a minimum of five (5) feet from any street-facing building façade. For the purposes of through lots, the street yard shall be designated as that which fronts on the roadway with the higher classification.

4. All existing driveways that are no longer required for parking access shall be removed and replaced with landscaping at the time of site plan review and street improvements installed to match adjacent areas.

5. On-site parking areas visible from a public street shall be screened by a building or wall, hedge or other landscaping screen that is at least three (3) feet in height.

c. *On-street parking*.

1. The applicant for a building permit may provide on-street parking adjacent to the property, if the existing right-of-way will accommodate it. The materials, design and location of the parking improvements shall be approved by the City.

d. *Structured parking*. All structured parking garages where any of the parking is above grade shall meet the following standards, in addition to the standards in subsection (c) above:

1. The first 20 feet in height of the frontage of a garage that faces a public street, with the exception of pedestrian and vehicular ingress and egress areas, shall require either a ground-level use or vehicle parking areas to be screened from view from a public street by means of landscaping or manufactured materials.

2. Exterior garage building materials shall be limited to natural stone, simulated stone, brick, split-face or stone-face concrete masonry units (CMU), or architecturally finished steel or metal.

3. The glazing percentage requirements provided in subsection (d)(7) shall apply to ground-level occupant spaces, if any.

4. Pedestrian access.

i. Pedestrian ingress and egress to all parking structures shall provide access directly to a street or public frontage except for underground parking levels, where pedestrians may exit the parking area directly into a building.

ii. Pedestrians shall have direct access from parking areas to the street on the primary frontage.

iii. There shall be direct access to the street from commercial uses.

5. Service access shall be from the rear or a secondary frontage where one exists and shall be enclosed or screened from view.

(3) *Traffic impact analysis*. A Traffic Impact Analysis (TIA), deferral, or waiver shall be required for any development in the MU-R district prior to any site plan approval.

(4) *Access and circulation*.

a. Vehicle access and circulation standards provided in section 46-198 apply to all new development. These include requirements for connections to existing and future roads, connection to adjacent development, and design requirements for driveways.

b. Drive throughs shall be prohibited except on lots fronting arterials, as defined by the Transportation Master Plan. The following conditions shall apply to any site where a drive through is incorporated:

1. Only one (1) business on a site shall have a drive through.

2. Drive throughs shall be part of a building containing two (2) or more occupants or uses.

3. The principal use associated with the drive through shall not occupy more than 50% of the gross floor area of a single story building. For multi-story buildings, the principal use may occupy the entire first floor.

4. Off-street vehicle stacking spaces are prohibited in any front street yard and shall meet the stacking area standards and design provided in section 46-196(j).

5. Vehicular entrances and exits shall be no wider than the minimum required for one (1) vehicle and shall be in accordance with the Design and Construction Standards.

(5) *Lot fencing design standards*.

a. The following standards apply to all lot fencing in the MU-R district:

1. Fences shall be constructed of brick, natural stone, simulated stone, or wrought iron. Other decorative masonry materials, reinforced concrete, or wrought iron equivalents may be approved by the Zoning Administrator.

2. Fence posts shall be constructed of rust resistant metal parts, concrete-based masonry or concrete pillars of sound structural integrity.

3. Fence posts and fence panels shall be capped.

4. All fences shall provide a finished face to abutting single-family or townhouse uses.

5. All fences shall provide a finished face to abutting streets.

b. All nonresidential uses shall be required to install and maintain a fence constructed of masonry materials such as brick, natural stone, simulated stone, decorative reinforced concrete, or other equivalent material approved by the zoning administrator, a minimum of six feet in height, along every property line which is shared with a SF or TF use and is not in the street yard. The zoning administrator may waive the requirement based upon a finding of any of the following:

1. The zoning administrator determines that due to the site plan layout and/or existing site conditions, potential impacts will be negligible;

2. The zoning administrator receives a letter from the adjacent residential property owner(s) requesting that the fence not be installed; or

3. The zoning administrator determines that existing and/or proposed vegetation will serve as an adequate screen.

(6) *Landscaping*.

a. Where the building setback provides adequate space, landscaping foundation treatment shall be required in accordance with the Category 3 standards in section 46-195(h).

b. Minor modifications to design and development standards may be permitted to protect and accommodate protected trees.

c. Screening for parking shall be in accordance with subsection (c)(2)b.5. above.

d. Pervious concrete and pervious pavers for parking and maneuvering areas are permitted. Other permeable surfaces may be approved by the zoning administrator.

(7) *Outdoor storage and display*.

a. General outdoor storage is prohibited.

b. Outdoor display and limited outdoor storage shall be allowed in accordance with section 46-199.

c. Limited outdoor storage is prohibited in the street yard.

(8) *Site furniture*.

a. Site furniture for non-residential uses, as defined in section 46-5, shall be required to be of a commercial grade and manufactured for exterior use.

b. Site furniture may also include moveable outdoor site features such as outdoor café tables and planters.

(9) *Special conditions for public open space including parks, trails, creeks, and public plazas*.

a. No opaque fences shall be allowed on the portion of a lot abutting any public open space. Wrought iron fencing or equivalent may be used.

b. There shall be no loading or service areas between the buildings and public open spaces.

c. An eight (8) foot wide linear landscaped area in accordance with section 46-195(g)(4) shall be required on lots abutting public open space that have their parking between the buildings and the public open space. If site constraints inhibit the incorporation of the required landscaped area, alternative landscaping may be approved by the zoning administrator.

(d) *MU-R district design standards*. The following design standards apply to all buildings in the MU-R district, with the exception of certain expansions, as addressed in subsection (e). Additional standards for expansions and conversions are provided in subsections (e) and (f) below and replace their counterparts in this subsection where applicable. Alternate design standards may be approved by the zoning administrator to permit a more flexible or creative design that still meets the intent of the MU-R district design standards.

(1) *Exterior wall finish*. The exterior finish of all buildings shall be natural stone, simulated stone, brick, architectural concrete masonry units (CMU), glass, stucco, fiber cement siding (excluding flat, unarticulated panels), or architecturally finished steel or metal, except for doors, windows, accents and trim.

a. Fiber cement siding shall not comprise more than 33 percent of the exterior wall finish.

b. If architectural CMU is incorporated into a project, it shall have an ashlar pattern.

c. The use of materials such as wood shingles and wood siding shall be limited to accent features.

d. Other wall materials or recognized architectural styles not explicitly permitted by this section may be approved in writing by the zoning administrator.

(2) *Orientation requirements*.

a. Main entrances shall be visible to pedestrians from the street or a public plaza on the primary frontage.

b. Buildings with multiple street frontages shall be designed with primary facades facing each public street.

c. Where ramps or other accessibility-related structures are installed, they shall be integrated into the building design by facing the structure with the same exterior materials as the building, using the same stone material that was used in the landscape if applicable, or screening structures behind planters and other landscape features.

(3) *Exterior color*. Day-Glo, luminescent, neon, or similar types of color finishes are prohibited.

(4) *Building elevation variation*.

a. The length of walls facing public streets shall be broken into smaller planes. Wall planes shall not extend more than an average of 50 feet without an offset or interruption by a pilaster or structural frames, change in roof line or architectural materials.

b. For buildings with a primary façade length of greater than 100 feet, offsets of at least three (3) feet in depth shall be required for every 50 feet of façade length.

c. The composition of windows and other major features shall relate to the wall plane between each offset or other feature identified in subsection b. immediately above.

(5) *Building articulation*.

a. All buildings shall be designed to include varied relief to provide interest and variety and to avoid monotony. This shall include details that create shade and cast shadows to provide visual relief to the buildings. Horizontal and vertical elements of exterior walls should vary in height, design and projection to provide architectural interest and style.

b. The following is a list of design features that may be used as part of an integrated, comprehensive building design to provide architectural interest and style. Such interest and style shall include a minimum of five (5) of the following:

1. Decorative cornices.
2. Eaves.
3. Bow window.
4. Bay window.
5. Arched window.
6. Gable window.
7. Transom windows.
8. Multiple sashed and/or paned upper story windows.
9. Oval or round windows.
10. Shutters.
11. Arched entry, balcony or breezeway entrance.
12. Recessed entryways.
13. Storefront (for retail uses).

14. Arcade/Gallery (for retail uses).
15. Stone or brick accent wall.
16. Decorative stone or brick band.
17. Decorative tile.
18. Veranda, porch or balcony.
19. Projected wall or dormer.
20. Variation of roof lines on the building.
21. Decorative caps and chimneys.
22. Stone coursing around windows.
23. Metal canopies.
24. Fabric awnings that relate to window and door bays.
25. Other feature as approved by the zoning administrator.

(6) *Special design features for buildings with a setback greater than zero feet*. The following is a list of special design features that shall be used as part of an integrated, comprehensive building and site design to provide architectural interest and style. Such interest and style shall include a minimum of at least one (1) of the following:

a. Stoops.
b. Rooftop decks.
c. Courtyard.
d. Forecourt .
e. Structural landscape elements or public art that are installed within the setback.

(7) *Windows*. In order to ensure appropriate proportion, shape, position, location, pattern and size of windows on a building, the following shall be required:

a. The ground floor of the primary façade shall have a minimum of 40 percent glazing. All glazing on the primary façade of the ground floor shall have a light transmittance of 70 percent.
b. Upper floors of the primary façade shall have a minimum of 30 percent glazing.
c. At least 25 percent of the wall area on any side or rear elevation facing a park or plaza shall consist of glazing or as permitted by the Building Code, whichever is less.
d. To assist with energy efficiency and solar gain the requirements in this subsection may be reduced by the Zoning Administrator to the extent that the required level or location of glazing conflicts with the standards of the Building Code or a recognized green building program.

(8) *Glass*. Except for photovoltaic cells, mirrored glass with a reflectivity of 20 percent or more is prohibited on the exterior walls and roofs of buildings and structures.

(9) *Roofing Materials*.

a. Roofing materials for pitched roofs shall consist of a minimum 25-year architectural dimensional shingles, tile (clay, cement, natural or simulated stone), non-reflective prefinished metal, copper or other similar materials as approved by the Zoning Administrator. Portions of the roof screened by pitched roof sections

shall be permitted to be flat to provide for mechanical equipment wells or roof decks provided all pitched sections of the roof meet the roofing material requirements.

b. All roof-mounted mechanical equipment shall be screened from public view so as to not be visible from an abutting street, public plaza or public open space. The screen shall utilize the same or similar materials as the principal structure.

(10) *Awnings and Canopies*. Awnings and canopies attached to buildings shall meet the following standards:

a. Awnings and canopies shall be placed so as to avoid obscuring details of the building façade.

b. Awnings and canopies shall be placed so that there is a minimum clearance of eight (8) feet at its lowest point when over a sidewalk or other pedestrian walkway.

c. Awnings and canopies may encroach up to 10 feet or 66 percent of the distance from the building face to the curb, whichever is less.

(e) *Expansions.*

(1) Expansions to existing structures shall meet the height and setback standards established in subsection (c) or the contextual setback as defined in section 46-163.

(2) Expansions that are less than 35 percent of the existing gross floor area shall meet the following criteria:

a. Expansions shall reflect the architectural style of the original building, including roof, articulation, windows, doors, and exterior finish. If the existing style is not desired for the expanded portion of the structure, the expansion shall meet the design standards provided in subsection (d), as applicable.

b. Newly constructed portions of the building shall meet all development standards in subsection (c), as applicable.

(3) The cumulative expansion of 35 percent or more of the gross floor area over any five (5) year period shall meet the following standards:

a. Each street-facing façade shall be required to incorporate a minimum of three (3) improvements in accordance with subsection (d).

b. Newly constructed portions of the building shall meet all development standards in subsection (c), as applicable.

(f) *Conversions.*

(1) Conversions in the MU-R District from single-family residential to a non-residential use shall meet the following development standards in subsection (c):

a. parking (subsection (c)(1));

b. traffic impact analysis (subsection(c)(2));

c. access and circulation (subsection (c)(3));
d. fencing design standards (subsection (c)(4));
e. landscaping (subsection (c)(5));
f. outdoor display and storage (subsection (c)(6));
g. site furniture (subsection (c)(7)); and
h. special conditions for public open space (subsection(c)(8)).

The following requirements from the district design standards (subsection (d)) may apply when changes to the exterior of a building are being made to a conversion:

a. exterior wall finish (subsection (d)(1));
b. orientation requirements (subsection (d)(2)a. and (d)(2)c.);
c. exterior color (subsection (d)(3));
d. roofing (subsection (d)(9));
e. awnings and canopies (subsection (d)(10)); and

(2) Expansions in the gross floor area during the conversion process shall meet the standards in subsection (d) above, as applicable.

(g) *MU-R compatibility standards.* Compatibility standards are intended to protect lower intensity properties from the adverse impacts sometimes associated with adjacent higher intensity development.

(1) *Roof-mounted mechanical equipment.* All roof-mounted mechanical equipment shall be screened from public view. Screening shall utilize the same or similar materials as the principal structure.

(2) *Lighting.*

a. *Site lighting design requirements.*

1. *Fixture (luminaire).* The light source shall be completely concealed (recessed) within an opaque housing and shall not be visible from any street right-of-way.
2. *Light source (lamp).* Only incandescent, fluorescent, metal halide, color corrected high-pressure sodium, or light emitting diodes may be used. The same type shall be used for the same or similar types of lighting on any one site throughout any master planned development.
3. *Mounting.* Fixtures shall be mounted in such a manner that the cone of light does not cross any property line of the site.
4. *Height of fixture.* The height of a freestanding light fixture shall not exceed 15 feet.

b. *Excessive illumination.*

1. *Interferes with use or enjoyment.* Lighting within any lot that unnecessarily illuminates and substantially interferes with the use or enjoyment of any other lot is not permitted. Lighting unnecessarily

illuminates another lot if it clearly exceeds the requirements of this section, or if the standard could reasonably be achieved in a manner that would not substantially interfere with the use or enjoyment of neighboring properties.

2. *Direct glare or excessive illumination onto streets.* Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may district or interfere with the vision of drivers on such streets.

V.

That Chapter 46, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended by adding a new Section 46-155.5, which shall read as follows:

Sec. 46-155.5 – MU-G (Mixed Use – Greenfield and Large Lot) district.

(a) *Purpose*.

(1) To establish areas of mixed land uses for the comprehensive development of a mixed-use project that includes a large tract of land and one of the following conditions:

a. Where commercial zoning districts and a residential component could not otherwise be accommodated;

b. Where desired development or redevelopment cannot be accommodated with existing commercial zoning standards; or

c. Where the desired development is of an urban scale which is oriented toward the pedestrian.

(2) This district is intended to serve as the base zoning district in PUD negotiations for developers to utilize for new, large mixed-use development.

(3) Mixed-use zoning for this district refers to the combining of complementary residential and commercial uses in the same building, on the same site, or in the same block. The standards herein are not intended to be of a particular style or period, but to encourage high-quality construction and development that fits the proportions and functional characteristics of a mixed-use district with an urban and pedestrian-oriented feel.

(4) This district is intended to serve as an option for property owners to use for new, large-scale mixed-use development instead of creating a PUD, or as the base zoning district in PUD negotiations.

(b) *Site and land use criteria.* The following site and land use criteria shall be provided for all proposed projects:

(1) The total acreage of the project, which shall be a minimum of 10 acres.

(2) A general plan indicating the layout, land uses, and percentages of each land use.

(3) Allocation of open space accessible to the public comprising a minimum of 15% of the total acreage.

(4) Each project shall have a designated main street which is configured in a block layout and serves as the core of each development.

a. The maximum block size shall be three (3) acres in size and 400 feet in length.

b. Buildings on the main street shall have their primary façade facing the main street.

c. The design of building facades in the first block off the main street shall reflect the design of the buildings on the main street.

(5) A minimum of two (2) land use/zoning categories (residential, commercial, employment) shall be identified.

a. If a development is entirely non-residential it shall have at least one (1) of the following:

1. Any type of residential neighborhood or multifamily development abutting at least one (1) side of the proposed project.

2. The entirety of the proposed project fronts on a multi-lane divided roadway and is on average not more than one (1) block in depth according to the measurement standards for blocks provided within this section.

3. The proposed project contains a building with overnight accommodations that occupies a minimum of four (4) stories.

b. When residential uses are incorporated into a project, the first phase of the project shall meet at least one (1) of the following criteria:

1. All development abutting a thoroughfare shall have non-residential uses on at least seventy-five (75%) percent of the ground floor of buildings.

2. At least forty (40%) percent of any building(s) shall be allocated to non-residential uses.

3. For buildings in the first phase of a project to include more than sixty (60%) percent residential, all multi-unit residential buildings shall have units accessed from the interior of the building without exterior stairs to access main entrances of units.

(c) *Thoroughfare criteria.* A general plan indicating the internal roadway system throughout a proposed project shall be provided. Special emphasis should be placed on a roadway system that emphasizes a grid pattern that allows for pedestrian linkages and visual enhancements. Street design should encourage commercial and residential buildings with a build-to line without intervening parking between buildings, sidewalks, and roads, and provides for community-serving retail, commercial, office, and service uses available to those that access the site as pedestrians or in vehicles.

(1) The following thoroughfare provisions shall be required of all proposed projects:

a. All streets shall be private streets, unless the city agrees to accept dedication of some or all as public streets. Private street standards shall be subject to city approval.

b. All streets shall be open for public use and shall not be gated or have restricted access, except for permitted special events.

c. A private street lot or public right-of-way may vary in width but must be sufficient to accommodate travel lanes, medians, sidewalks, utilities, street furniture and fixtures, and landscaping of public or common ownership.

d. *Street design*.

1. All proposed projects shall have a main street which serves as the core of the project and is designed in accordance with the "Walkable Thoroughfares" standards in the table in subsection (2) below. No parking garages or surface parking lots shall have a driveway on the main street.

2. Street design shall allow a variety of routes from point of origin to destination.

3. Street design shall allow for parking on one or both sides of the road.

4. Street design shall provide continuous landscaping, especially for shade trees.

5. Culs-de-sac shall be prohibited.

e. *Pedestrian orientation*. The individual uses, buildings, and clusters of development within a mixed use project shall provide the following:

1. Interconnecting pedestrian areas including but not limited to sidewalks, plazas, and trails.

2. Pedestrian connections to the City's parks and trails system where applicable.

3. Internalized pedestrian connections between residential and nonresidential land uses.

4. Multi-modal transportation access where applicable.

(2) The following table shall serve as guidelines for the development of the streetscape and pedestrian realm within the PUD. The source of the table is "Designing Walkable Urban Thoroughfares: A Context Sensitive Approach" (RP-036A) published in 2010 by the Institute of Transportation Engineers in partnership with the Congress for the New Urbanism.

Characteristic	Walkable Thoroughfares	Vehicle-Oriented Thoroughfares
Target speed range	15-25 mph	25-35 mph

Pedestrian separation from moving traffic	Curb parking and streetside furnishing	Optional, typically separation achieved with planting strip.
Streetside width	Minimum 9 feet (residential) and 12 feet (commercial) to accommodate sidewalk, landscaping and street furniture.	Minimum 5 feet
Block lengths	200-660 feet	Up to one-quarter of a mile
Protected pedestrian crossing frequency (pedestrian signals or high-visibility markings at unsignalized crossings)	200-600 feet	As needed to accommodate pedestrian demands
Pedestrian priority at signalized intersection	Pedestrian signals and pedestrian countdown heads, adequate crossing times, shorter cycle lengths and median refuges for very long crossings.	Vehicle priority; may have longer cycle lengths and require two cycles for slower pedestrians to cross wide streets with medians.
Pedestrian crossings	High-visibility crosswalks shortened by curb extensions where there is on-street parking.	Full street-width
Median width	6 feet minimum width at crosswalk, if used as pedestrian refuge, plus 10 feet for left turn lane, if provided. 14 foot total width for left-turn lane if no refuge needed.	14–18 feet for single left-turn lane; 26–30 feet for double left-turn lane.
Vehicular access across sidewalks	24 feet or less, except if specific frequent design vehicle requires added width.	As needed
Curb parking	Normal condition except at bus stops and pedestrian crossings.	None
Curb return radius	10–30 feet; low-speed channelized right turns where other options are unworkable.	30–75 feet; high-volume turns channelized.

(d) *Permitted uses.*

(1) All uses are permitted, with the exception of the prohibited uses listed in section 46-133 and the following: single family detached with the exception of zero lot line and village lots; manufactured housing; two family; funeral home/mortuary, cemetery, mausoleum, columbarium, and memorial park; institutions; auto service facilities; car wash; self-service storage; vehicle sales, rental, or leasing facilities; auto body, painting and repair shops; fuel sales; pawn shops; sexually oriented businesses; taxidermists; retail sales and service consisting of predominantly outdoor storage or consumer loading areas; light industrial services including manufacturing and assembly; wholesale trade; outdoor kennels; livestock veterinary clinics; warehouse and freight movement; large vehicle and equipment repair; heavy equipment sales and leasing; vehicle storage and towing; waste-related services; agricultural operations; fowl or livestock raising; mineral extraction; and commercial parking with the exception of multistory structured parking.

(2) The following uses are permitted only with a special exception granted by the ZBA: outdoor entertainment, passenger terminals.

(e) *Density and development standards.* All development within the MU-G (Mixed Use – Greenfield and Large Lot) district shall conform to the density, development, and special standards described below.

(1) *Density and development standards.*

Description	Requirement[1]		
	Internal Streets	Arterial Streets	Freeways
Minimum lot width	25 ft.	50 ft.	50 ft.
Maximum front setback from street (ROW)	10 ft.[2]	50 ft.	100 ft.
Minimum rear setback	5 ft.	5 ft.	5 ft.
Minimum side setback[3]	0 ft.	0 ft.	0 ft.
Maximum height, principal building	5 stories	5 stories	15 stories
[1] Special purpose lots, such as landscape lots and utility lots, are exempted from these requirements.			
[2] For courtyard multifamily uses, the front setback from the street (ROW) may be more than the maximum as long as the courtyard fills the space from the maximum setback to the façade of any building.			
[3] Side wall requirements for separation from adjacent structures, wall construction, and allowable openings for elements such as windows and doors shall be regulated by the Fire Code.			
[4] Number of stories includes mezzanines or other occupiable levels. Rooftop decks and patios shall not be included in the number of stories, but structures placed on rooftop decks and patios shall qualify towards the height requirement.			

(2) *Parking*.

The following standards are meant to encourage a pedestrian-friendly environment by minimizing curb cuts. On-site parking shall be placed in an unobtrusive location that minimizes impacts to pedestrian circulation.

a. *On-site parking*.

1. Due to the variable nature of uses and lot sizes, a parking generation study shall be provided with each development application for all non-residential uses. The parking generation study shall include the following criteria:

i. A demand analysis of parking need based on industry standards.

ii. Characteristics of those using parking, including turnover rate.

2. On-site parking shall be required for all residential uses, or residential portions of any building.

i. Required residential parking per unit:

1 Bedroom:	1 space
2 Bedrooms or more:	2 spaces

ii. For residential units without defined bedrooms:

Under 800 square feet:	1 space
800 square feet or more:	2 spaces

iii. Tandem parking shall be permitted to accommodate the residential parking requirement.

3. Alternative solutions may include a shared parking agreement as described in section 46-196(c)(2) or other solution as approved by the Transportation Director.

b. All parking shall be constructed in accordance with the following requirements in addition to standards provided in section 46-196:

1. Parking and access shall be permitted only on improved surfaces.

2. Vehicular access shall be from the secondary frontage where possible.

3. Vehicular entrances to all parking areas shall be no wider than the minimum standard allowed by the Design and Construction Standards.

4. On-site parking areas are prohibited in any front street yard of any internal thoroughfare, and all parking shall be setback a minimum of five (5) feet from any thoroughfare-facing building façade. No parking shall be permitted in any street yard of a public right-of way.

5. On-site parking areas visible from a public right of way shall be screened by a building or wall, hedge or other landscaping screen that is at least three (3) feet in height.

c. *Thoroughfare parking*.

1. Parking adjacent to the property may be used to fulfill a parking requirement determined in a parking generation study, as determined by

the zoning administrator. The materials, design and location of the parking improvements shall be approved by the City.

d. *Structured parking*. All structured parking garages where any of the parking is above grade shall meet the following standards:

1. The first 20 feet in height of the frontage of a garage that faces a public street, with the exception of pedestrian and vehicular ingress and egress areas, shall require either a ground-level use or vehicle parking areas to be screened from view from a public street by means of landscaping or manufactured materials.

2. Exterior garage building materials shall be limited to natural stone, simulated stone, brick, split-face or stone-face concrete masonry units (CMU), or architecturally finished steel or metal.

3. The glazing percentage requirements provided in subsection (g)(2) below shall apply to ground-level occupant spaces, if any.

4. *Pedestrian access*.

i. Pedestrian ingress and egress to all parking structures shall provide access directly to a street or public frontage except for underground parking levels, where pedestrians may exit the parking area directly into a building.

ii. Pedestrians shall have direct access from parking areas to the street on the primary frontage.

iii. There shall be direct access to the street from commercial uses.

5. Vehicular access shall be from the secondary frontage where possible.

6. Service access shall be from an alley where possible. Where an alley does not exist, service access shall be from a secondary frontage where one exists and shall be enclosed or screened from view.

(3) *Traffic impact analysis*. A Traffic Impact Analysis (TIA) shall be required for any development in the MU-G district.

(4) *Access and circulation*.

a. Vehicle access and circulation standards provided in section 46-198 apply to all new development. These include requirements for connections to existing and future roads, connection to adjacent development, and design requirements for driveways.

b. Drive throughs shall be prohibited except on lots fronting arterials, as defined by the Transportation Master Plan. The following conditions shall apply to any site where a drive through is incorporated:

1. Only one (1) business on a site shall have a drive through.

2. Drive throughs shall be part of a building containing two (2) or more occupants or uses.

3. The primary use associated with the drive through shall not occupy more than 50 percent of the gross floor area of a single story building. For multi-story buildings, the principal use may occupy the entire first floor.

4. Off-street vehicle stacking spaces are prohibited in any front street yard and shall meet the stacking area standards and design provided in section 46-196(j).

5. Vehicular entrances and exits shall be no wider than the minimum required for one (1) vehicle and shall be in accordance with the Design and Construction Standards.

(5) *Lot fencing design standards*. The following standards apply to fencing in the MU-G district:

a. Fences shall be constructed of brick, natural stone, simulated stone, or wrought iron. Other decorative masonry materials, reinforced concrete, or wrought iron equivalents may be approved by the Zoning Administrator.

b. The maximum height of a fence shall be six (6) feet, except that fences may be eight (8) feet in height to accommodate topographical changes, as approved by the zoning administrator.

(6) *Landscaping*.

a. Where the building setback provides adequate space, landscaping foundation treatment shall be required in accordance with the Category 3 standards in section 46-195(h).

b. Minor modifications to design and development standards may be permitted to protect and accommodate protected trees.

c. Screening for parking shall be in accordance with subsection (e)(2)b.5. above.

d. Pervious concrete and pervious pavers for parking and maneuvering areas are permitted. Other permeable surfaces may be approved by the zoning administrator.

(7) *Outdoor storage and display*.

a. General outdoor storage is prohibited.

b. Outdoor display and limited outdoor storage shall be allowed in accordance with section 46-199.

c. Limited outdoor storage is prohibited in the street yard.

(8) *Site furniture*.

a. Site furniture for non-residential uses, as defined in section 46-5, shall be required to be of a commercial grade and manufactured for exterior use.

b. Site furniture may also include moveable outdoor site features such as outdoor café tables and planters.

(9) *Special conditions for open spaces including parks, trails, creeks, and plazas*.

a. No opaque fences shall be allowed on the portion of a lot abutting any public open space. Wrought iron fencing or equivalent may be used.

b. There shall be no loading or service areas between the buildings and open spaces.

a. An eight (8) foot wide linear landscaped area in accordance with section 46-195(g)(4) shall be required on lots abutting public open space that have their parking between the buildings and the public open space. If site constraints inhibit the incorporation of the required landscaped area, alternative landscaping may be approved by the zoning administrator.

(f) *Baseline design standards*. The following design standards shall be utilized as the baseline for PUD negotiations for all buildings in the MU-G District.

(1) *Exterior wall finish*. The exterior finish of all buildings shall be natural stone, simulated stone, brick, architectural concrete masonry units (CMU), glass, stucco, fiber cement siding (excluding flat, unarticulated panels), or architecturally finished steel or metal, except for doors, windows, accents and trim.

a. Fiber cement siding shall not comprise more than 33 percent of the exterior wall finish.

b. If architectural CMU is incorporated into a project, it shall have an ashlar pattern.

c. The use of materials such as wood shingles and wood siding shall be limited to accent features.

d. Other wall materials or recognized architectural styles not explicitly permitted by this section may be approved in writing by the zoning administrator.

(2) *Orientation requirements*.

a. Buildings shall have their main entrance off a thoroughfare or plaza. Entrances shall be easily accessible for pedestrians from the street, a plaza or the sidewalk.

b. Buildings on corner lots shall be designed with primary facades facing each thoroughfare.

(3) *Building elevation variation*.

a. For buildings on the main street, the length of walls facing any street shall be broken into smaller planes. Wall planes shall not extend more than an average of 50 feet without an offset or interruption by a pilaster or structural frames, change in roof line or architectural materials.

b. The composition of windows and other major features shall relate to the wall plane between each offset or other feature identified in subsection (a.) immediately above.

c. For buildings on any thoroughfare, any wall facing the street in excess of 100 feet in length shall incorporate wall plane projections or recesses having a depth of at least two (2) feet and extending at least 20 percent of the length of the facade. No uninterrupted length of any facade shall exceed 100 horizontal feet.

(4) *Roofing materials*.

a. Roofing materials for pitched roofs shall consist of a minimum 25-year architectural dimensional shingles, tile (clay, cement, natural or simulated stone), non-reflective prefinished metal, copper or other similar materials as approved by the zoning administrator.

b. All roof-mounted mechanical equipment shall be screened from public view by parapets or other opaque screening materials so as to not be visible from an abutting street, public plaza or public open space. The parapet or screen shall utilize the same or similar materials as the principal structure.

(5) *Glass*. Except for photovoltaic cells, mirrored glass with a reflectivity of 20 percent or more is prohibited on the exterior walls and roofs of buildings and structures.

(g) *MU-G district design standards for buildings within one (1) block of the main street.*

(1) *Building articulation*.

a. All buildings shall be designed to include varied relief to provide interest and variety and to avoid monotony. This shall include details that create shade and cast shadows to provide visual relief to the buildings. Horizontal and vertical elements of exterior walls should vary in height, design and projection to provide architectural interest and style.

b. The following is a list of design features that may be used as part of an integrated, comprehensive building design to provide architectural interest and style. Such interest and style shall include a minimum of five (5) of the following:

1. Decorative cornices.
2. Eaves.
3. Bow window.
4. Bay window.
5. Arched window.
6. Gable window.
7. Transom windows.
8. Multiple sashed and/or paned upper story windows.
9. Oval or round windows.
10. Shutters.
11. Arched entry, balcony or breezeway entrance.
12. Recessed entryways.
13. Storefront (for retail uses).
14. Arcade/Gallery (for retail uses).
15. Stone or brick accent wall.
16. Decorative stone or brick band.
17. Decorative tile.
18. Veranda, porch or balcony.
19. Projected wall or dormer.

20. Variation of roof lines on the building.
21. Decorative caps and chimneys.
22. Stone coursing around windows.
23. Metal canopies.
24. Fabric awnings that relate to window and door bays.
25. Other feature as approved by the zoning administrator.

(2) *Windows*. In order to ensure appropriate proportion, shape, position, location, pattern and size of windows on a building, the following shall be required:

a. The ground floor of the primary façade shall have a minimum of 40 percent glazing. All glazing on the primary façade of the ground floor shall have a light transmittance of 70 percent.

b. Upper floors of the primary façade shall have a minimum of 30 percent glazing.

c. At least 25 percent of the wall area on any side or rear elevation facing a park or plaza shall consist of glazing or as permitted by the Building Code, whichever is less.

d. To assist with energy efficiency and solar gain the requirements in this subsection may be reduced by the zoning administrator to the extent that the required level or location of glazing conflicts with the standards of the Building Code or a recognized green building program.

(3) *Awnings and canopies*. Awnings and canopies attached to buildings shall meet the following standards:

a. Awnings and canopies shall be placed so as to avoid obscuring details of the building façade.

b. Fabric awnings for windows shall be a drop-front style, except at arched window openings, and shall relate to each window or bay.

c. Awnings and canopies shall be placed so that there is a minimum clearance of eight (8) feet at its lowest point when over a sidewalk or other pedestrian walkway.

d. Awnings and canopies may encroach up to 10 feet or 66 percent of the distance from the building face to the curb, whichever is less.

(h) MU-G *compatibility standards.* Compatibility standards are intended to protect lower intensity properties from the adverse impacts sometimes associated with adjacent higher intensity development.

(1) *Visual screening.* Screening standards for detention/water quality ponds; dumpsters, trash receptacles, outdoor storage; ground mounted equipment; and other similar structures and facilities are located in subsection 46-195(i).

(2) *Roof-mounted mechanical equipment.* All roof-mounted mechanical equipment shall be screened from public view. Screening shall utilize the same or similar materials as the principal structure.

(3) *Lighting.*

a. *Site lighting design requirements.*

1. *Fixture (luminaire).* The light source shall be completely concealed (recessed) within an opaque housing and shall not be visible from any street right-of-way.

2. *Light source (lamp).* Only incandescent, fluorescent, metal halide, color corrected high-pressure sodium, or light emitting diodes may be used. The same type shall be used for the same or similar types of lighting on any one site throughout any master planned development.

3. *Mounting.* Fixtures shall be mounted in such a manner that the cone of light does not cross any property line of the site.

4. *Height of fixture.* The height of a freestanding light fixture shall not exceed 30 feet.

b. *Excessive illumination.*

1. *Interferes with use or enjoyment.* Lighting within any lot that unnecessarily illuminates and substantially interferes with the use or enjoyment of any other lot is not permitted. Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this section, or if the standard could reasonably be achieved in a manner that would not substantially interfere with the use or enjoyment of neighboring properties.

2. *Direct glare or excessive illumination onto streets.* Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may district or interfere with the vision of drivers on such streets.

VI.

That Chapter 46, Section 46-160, subsections (c), (d), (h), (i), (j), (p), (q), (s), (aa), and (gg), Code of Ordinances (2010 Edition), City of Round Rock, Texas, are hereby amended to read as follows:

Sec. 46-160 – Supplementary use standards.

(c) *Auto body, painting and repair shops and large vehicle and equipment repair facilities are permitted subject to the following conditions:*

(1) All activities shall be conducted within an enclosed building.

(2) All damaged vehicles shall be enclosed behind a minimum six-foot screening fence.

(3) Buildings shall not be less than 100 feet from the boundary of any SF-R, SF-1, SF-2, SF-3, SF-D, TF, TH, MF-1, MF-2, MF-3 or SR district.

(4) No facilities shall be permitted to have bay doors facing an SF-R, SF-1, SF-2, SF-3, SF-D, TF, TH, MF-1, MF-2, MF-3 or SR district.

(d) *Auto service and repair facilities.*

(1) Facilities are permitted subject to the following conditions:

a. All services and repairs shall be conducted within an enclosed building.

b. Outdoor storage of vehicles is prohibited.

c. Buildings shall not be less than 50 feet from the boundary of any SF-R, SF-1, SF-2, SF-3, SF-D, TF, TH, MF-1, MF-2, MF-3 or SR district.

d. No automobile service and repair facility shall be permitted to have bay doors facing an SF-R, SF-1, SF-2, SF-3, SF-D, TF, TH, MF-1, MF-2, MF-3 or SR district.

(2) Auto service and repair facilities in the C-2 district are restricted to gas stations (without vehicle repair/service bays) developed in conjunction with a retail convenience store.

(h) *Community service.*

(1) A community service use located in the C-2, OF, or MU-R districts or any district adjacent to a residential district shall have its principal vehicular entrance and exit on a collector street or local street within 200 feet of its intersection with a collector or arterial street.

(2) A community service use located in the C-2, OF, or MU-R districts shall be limited to 2,500 square feet of gross floor area and shall not serve as a location primarily for in-person customer contact.

(~~3~~2) A community service use located in the OS district shall be set back not less than 100 feet from any property in a residential district.

(~~4~~3) A community service use located in the SR district shall be for the use of seniors.

(i) *Day care.* A day care facility shall be permitted, subject to the following conditions, in addition to the general development standards applicable in the districts:

(1) All day care facilities shall meet the minimum state requirements for such facilities.

(2) Day care facilities located in C-2 and OF districts that do not have frontage on a designated arterial roadway may not exceed 5,000 square feet. All day care facilities located in C-2 and OF districts shall meet following requirements as required for the size of the facility:

a. All day care facilities regardless of size shall provide a 25-foot unencumbered landscape buffer along property lines that adjoin existing or planned single- or two-family homes. However, this increased buffer shall not be required if the outdoor play/instruction area is located adjacent to a principal building elevation that is the farthest away from the single- or two-family lots.

b. All day care facilities less than 7,500 square feet shall provide a masonry fence at least six feet in height along property lines that adjoin existing or planned single- or two-family homes with a residential zoning designation.

c. All day care facilities that exceed 7,500 square feet shall provide a masonry fence at least eight feet in height along property lines that adjoin existing or planned single- or two-family homes.

d. All day care facilities that exceed 7,500 square feet shall submit a traffic impact analysis (TIA) for review and approval by the transportation division. The TIA shall address the projected traffic impacts to the surrounding neighborhood and how these impacts will be mitigated. This TIA is required regardless of whether or not the proposed facility generates at least 100 trips during the peak hour.

e. All day care facilities 10,000 square feet and larger shall require special exception approval by the zoning board of adjustment (ZBA) and shall meet the aforementioned standards.

(3) Day care facilities in the OF-2 district may not be located in a building with no other uses.

(j) *Eating establishments.*

(1) *Freestanding eating establishments.* In the C-1, ~~and~~ C-1a, and MU-R districts, freestanding eating establishments which include outdoor eating, drinking, or entertainment areas, patios, or drive-through lanes and associated facilities shall be located more than 150 feet from any residential property line.

(2) *Eating establishments in a multi-tenant building.* In the C-1, ~~and the~~ C-1a, and MU-R districts, any outdoor eating, drinking, or entertaining areas, patios, or drive-through lanes and associated facilities with an eating establishment in a multi-tenant building shall be located more than 150 feet from any residential property line.

(3) *Requirements for C-2.* Eating establishments permitted in the C-2 district are subject to the following requirements:

a. On sites smaller than two acres, the gross floor area shall not exceed 2,500 square feet for eating establishments.

b. On sites larger than two acres, the gross floor area of each eating establishment shall not exceed 5,000 square feet.

c. On sites with 50 percent or greater frontage on an arterial roadway, the gross floor area for eating establishments shall not exceed 7,500 square feet.

d. No drive-through service is allowed.

(4) *Requirements for BP and OF-2.* Eating establishments permitted in the BP and OF-2 districts are subject to the following requirements:

a. The gross floor area of any single establishment shall not exceed 2,500 square feet.

b. The eating establishment shall clearly be a secondary, support use for the regular operation of the business park or office building.

c. The eating establishment may not be located in a building with no other uses.

(5) *Requirements for MU-1a.* Eating establishments permitted in the MU-1a district are subject to the following requirements:

a. Outdoor rear or side dining areas abutting a single-family or townhouse residential use shall be screened by a solid fence at least six feet in height.

b. Service hours for outdoor dining areas shall not extend past 10:00 p.m.

c. No drive-through service is allowed.

d. No outdoor audio paging systems are allowed.

e. No eating establishments are permitted to abut an existing single-family residence, as identified and listed by separate resolution adopted by city council. Sandwich and coffee shops are permitted to abut an existing single-family residence provided they do not have a full commercial kitchen.

f. Outdoor cooking areas shall only be permitted by special exception.

g. Shared patio areas shall be permitted.

(6) *Requirements for MU-2.* Eating establishments permitted in the MU-2 district shall be subject to the following requirements:

a. Outdoor rear or side dining areas shall be required to install and maintain a natural stone, simulated stone, or brick fence that is eight feet in height along any shared property line with a residential use, with the exception of multi-story apartments and upper story residential.

The zoning administrator may waive the above requirement based upon a finding of any of the following:

1. The zoning administrator determines that due to the site plan layout and/or existing conditions, potential impacts will be negligible;
2. The zoning administrator receives a letter from the adjacent residential property owner(s) requesting that the fence not be installed; or
3. The zoning administrator determines that existing and/or proposed vegetation will serve as an adequate screen.

b. All eating establishments that serve alcohol must hold a food and beverage certificate issued by the Texas Alcoholic Beverage Commission pursuant to V.T.C.A., Alcoholic Beverage Code § 28.18.

(p) *Indoor entertainment activities.*

(1) In the C-1 or C-1a districts, a freestanding indoor entertainment activities facility, including the building footprint, outdoor eating, drinking and entertainment areas/patios, drive-through lanes and associated facilities, trash dumpsters and receptacles, and loading/unloading facilities, shall not be permitted within 150 feet of a residential property line.

(2) In the C-1 and C-1a districts, an indoor entertainment activities facility within a multi-tenant building shall not be permitted within 50 feet of a residential property line. Outdoor eating, drinking and entertainment areas/patios and drive-through lanes and associated facilities shall not be permitted within 150 feet of a residential property line.

(3) An indoor entertainment activities facility in the MU-1a district is subject to the following standards:

a. Firing ranges and video arcades with more than five machines are not permitted in an MU-1a district.

b. Noise from indoor entertainment activities shall be contained by keeping all establishment doors and windows closed before 7:00 a.m. and after 9:00 p.m.

c. Outdoor rear or side patio areas shall be screened by a masonry fence at least six feet in height with service hours not beginning before 7:00 a.m. and not extending past 9:00 p.m.

(4) In MU-1, ~~and~~ MU-2, and MU-R districts, indoor entertainment activities shall be subject to the following standards:

a. Video arcades with more than five machines and firing ranges are not permitted.

b. Outdoor rear or side patio areas shall be screened by a natural stone, simulated stone, or brick fence that is eight feet in height in MU-2 and at least six feet in height in MU-1 and MU-R.

The zoning administrator may waive the above requirement based upon a finding of any of the following:

1. The zoning administrator determines that due to the site plan layout and/or existing conditions, potential impacts will be negligible;

2. The zoning administrator receives a letter from the adjacent residential property owner(s) requesting that the fence not be installed; or

3. The zoning administrator determines that existing and/or proposed vegetation will serve as an adequate screen.

(q) *Live/work units.*

(1) Live/work units permitted in the MU-1, MU-1a, ~~and~~ MU-2, and MU-R districts shall be subject to the following standards:

a. The occupant of the unit shall be the person who operates the business or trade that occupies the unit.

b. The unit may have nonresident employees and a commercial exterior.

c. The unit shall have the elements of a dwelling unit, including a kitchen and a bathroom but may not have more than one kitchen.

d. Home occupation requirements as provided for in subsection 46-161(b) shall apply to a nonresidential use in a townhouse or upper-story residence.

e. The work component of a live/work unit shall be limited to the nonresidential uses permitted for that district in which the unit is located.

(2) Live/work units permitted in the MU-L district shall be subject to the following standards:

a. The work component of a live/work unit in the MU-L district shall be limited to office or to the limited retail sales and services provided in subsection 46-160(aa)(~~5~~7).

(s) *Office, medical.*

(1) Emergency medical services are not permitted.

(2) With the exception of sleep clinics, medical offices in the MU-2, OF, ~~and~~ C-2, and MU-R districts shall be limited to regular service hours not beginning before 7:00 a.m. and not extending past 9:00 p.m. Sleep clinics are prohibited in the MU-2 district.

(aa) *Retail sales and service.*

(1) *C-1a district.* Retail sales and service uses in the C-1a district are subject to the following standards:

a. Amusement parks or carnivals; boat sales (except on IH-35); camper sales (except on IH-35); campgrounds; flea markets; heavy equipment sales, rental and leasing; kennels; landscaping services; manufactured home sales; pawn shops; portable building sales; recreational vehicle parks; self-service storage; sexually oriented businesses; shooting ranges; tattoo parlors; truck service or repair; and truck stops are not permitted in the C-1a district.

b. Resale stores in the C-1a district are not permitted on lots with frontage on IH-35.

(2) *C-2 district.* Retail sales and service uses in the C-2 district are subject to the following requirements:

a. On sites smaller than two acres, retail sales and service uses shall be limited to 2,500 square feet of gross floor area. No drive-through facilities are permitted.

b. On sites larger than two acres, retail sales and service uses shall be limited to 5,000 square feet of gross floor area. No drive-through facilities are permitted.

c. On sites with 50 percent or greater frontage on an arterial roadway, retail sales and service uses shall be limited to 7,500 square feet of gross floor area. Drive-through facilities are permitted for banks as long as there is an intervening building that effectively screens the drive-through area, including stacking spaces, from adjacent residences.

(3) *OF-2 district*.

a. Retail sales and services are permitted only when incorporated into the ground floor of a multi-story structure.

b. Animal boarding; art and craft studios with welding or heavy machinery; auto parts sales; auto sales, rental, and leasing facilities; boat sales; camper sales; donation centers; flea markets; fortune tellers/psychic readers; heavy equipment sales; machinery repair and services; manufactured home sales; mortuaries; pawn shops; portable building sales; self-service storage; sexually oriented businesses; shooting/archery ranges; tattoo/piercing shops; taxidermists; and title loan or payday loan services are prohibited.

(~~4~~3) *BP district.* Retail sales and service uses in the business park (BP) district are restricted to commercial gyms only. They are permitted provided that they generally serve the employee population of the business park.

(~~5~~4) *MU-1a district.* Retail sales and services in the MU-1a district are subject to the following standards:

a. Attached wireless transmission facilities, animal boarding, auto service facilities, campgrounds, car washes, donation centers, flea markets, gasoline and fuel sales, gun or firearm shops, heavy equipment sales, machinery repair and services, manufactured home sales, mini-warehouses, monopoles, mortuaries, pawn shops, portable building sales, recycling centers, self-enclosed monopoles, self-service storage, sexually oriented businesses (as defined in the Code), shooting ranges, tattoo and piercing shops, taxidermists, vehicle parts sales, vehicle repair services and body shops, vehicle sales, veterinary clinics, wholesale nurseries, and wrecking yards are not permitted in the MU-1a district.

b. Art and craft studios with welding or heavy machinery are not permitted.

(6~~5~~) *MU-1, ~~and~~ MU-2, and MU-R districts.* Retail sales and services in the MU-1, ~~and~~ MU-2, and MU-R districts are subject to the following standards:

a. Attached wireless transmission facilities, animal boarding, auto service facilities, boat sales, camper sales, campgrounds, car washes, donation centers, flea markets, gasoline and fuel sales, heavy equipment sales, machinery repair and services, manufactured home sales, mini-warehouses, monopoles, mortuaries, pawn shops, portable building sales, recycling centers, self-enclosed monopoles, self-service storage, sexually oriented businesses (as defined in the Code), shooting ranges, taxidermists, vehicle parts sales, vehicle repair services and body shops, vehicle sales, wholesale nurseries, and wrecking yards are not permitted in the MU-2 district.

b. Art and craft studios with welding or heavy machinery are not permitted.

c. Tattoo and/or piercing shops shall be prohibited within a 500-foot radius of an existing tattoo and piercing shop, as measured from property line to property line.

d. Gun and/or firearm shops shall be prohibited within a 500-foot radius of an existing gun and/or firearm shop, as measured from property line to property line.

e. Veterinary clinics and animal grooming shops are prohibited in MU-1, but permitted in MU-2 and MU-R.

(7~~6~~) *MU-L district.* It is the intent of the MU-L district to encourage the establishment of specialized personal services, boutique shops selling specialty items, and artisanal workshops. Therefore, retail sales and service uses are subject to the following standards:

a. The following uses are prohibited: art and craft studios with welding and heavy machinery, attached wireless transmission facilities, animal boarding, auto service facilities, banks including savings and loans, credit unions, and check-cashing facilities, campgrounds, car washes, donation centers, dry cleaning, flea markets, food sales with a commercial kitchen of greater than 500 square feet, fortune tellers/psychic readers, gasoline and fuel sales, gun or firearm shops, hair salons, heavy equipment sales, laundromats, machinery repair and services, manufactured home sales, mini-warehouses, monopoles, mortuaries, nail salons, pawn shops, portable building sales, recycling centers, self-enclosed monopoles, self-service storage, sexually oriented businesses (as defined in the Code), shooting ranges, tanning salons, tattoo and piercing shops, taxidermists, vehicle parts sales, vehicle repair services and body shops, vehicle sales, wholesale nurseries, and wrecking yards are not permitted in the MU-L district.

b. All permitted uses shall have no more than 2,000 total square feet of sales floor, service areas accessible to the public, food preparation areas, and manufacturing areas.

(gg) *Upper story residential.*

(1) Except as provided in subsection (gg)(2) of this section, upper story residential uses are permitted subject to the following standards:

a. In the C-1 and C-1a districts, upper story residential is permitted only in the downtown development area, the CT overlay, and the PV overlay.

b. In the C-2 district, upper story residential uses are permitted only on sites larger than two acres.

c. In the C-1, C-1a and C-2 districts, the residential use shall be clearly secondary to the principal commercial use. The gross floor area of the entire building shall include not more than 50 percent residential uses.

d. In the C-1, C-1a and C-2 districts, separate designated parking spaces for use by the residential units are required. Shared parking calculations shall not be permitted.

(2) Upper story residential uses in the MU-1a, MU-1, ~~and~~ MU-2, and MU-R districts shall comply with the following standards:

a. For upper story residences, on-site resident parking shall be separated from customer or employee parking, reserved for residents' use only, and shall be clearly marked for such purposes.

b. The ground floor of the building shall be occupied by nonresidential uses.

c. The residential use shall have a separate entrance from the nonresidential uses.

d. On the primary facade, direct access from the ground level to balconies or landings of upper story residential uses is prohibited.

VII.

That Chapter 46, Section 46-195, subsections (f), (g), and (h), Code of Ordinances (2010 Edition), City of Round Rock, Texas, are hereby amended to read as follows:

Sec. 46-195. – Landscaping.

(f) *Interior parking lot landscape requirements by zoning district.*

(1) *OF (Office), OF-2 (Office – Mid-rise), C-2 (Local commercial), C-1a (General commercial - limited), C-1 (General commercial), LI (Light industrial), MU-R (Mixed-Use – Redevelopment and Small Lot), MU-G (Mixed-Use Greenfield and Large Lot) and MF-2 (Multifamily - medium density) zoning districts.*

a. Large trees shall be provided in parking areas. The construction of off-street parking areas requires the planting of one large tree per ten new parking spaces, or portion thereof. Each tree shall be planted in an island so that there are no more than ten contiguous parking spaces between islands, except as otherwise provided herein.

b. End islands shall be provided at the terminus of each parking bay. Interrupting islands shall be provided within each parking bay as required herein. End islands and interrupting islands shall have a minimum width of nine feet from face of curb to face of curb. Head-to-head parking bays shall include two such end islands.

c. In a row of parking immediately adjacent to a perimeter parking lot landscape area, required interrupting islands may be eliminated by planting two additional large trees in the landscape area for each interrupting island so eliminated.

d. A median island with a minimum width of nine feet, from face of curb to face of curb, shall be required between every six single parking bays and along primary internal and external access drives. Medium or large trees shall be planted at a rate of one per each 50 linear feet or fraction thereof. Median island intervals may be expanded in order to preserve existing trees, provided an alternative median location has been approved by the zoning administrator.

e. Other plant materials may be substituted for a large tree between the building and the first drive aisle as per the foundation landscape requirements provided in subsection 46-195(h) below. Specifically, plant materials totaling 30 foundation treatment points as set out in the table in subsection (h)(1) c. below, shall be required for each large tree to be substituted.

f. The preservation of existing healthy trees of a protected species, as set forth in the definition of "protected tree" in chapter 43, may be used as credits towards the landscaping required by this subsection. These credits may not be used to replace an end island or median island tree unless the preserved tree is located within the required end island or median island. Each preserved tree is credited towards the adjacent ten, 20, or 30 parking spaces, accordingly:

    1. Each healthy large tree with a diameter of at least four inches but less than eight inches within ten feet of a parking area will be counted as a credit towards one required parking lot tree.
    2. Each healthy protected large tree with a diameter of eight inches to 20 inches preserved within 15 feet of a parking area will be counted as a credit towards two required parking lot trees.

3. Each healthy protected large tree with a diameter of more than 20 inches preserved within 20 feet of a parking area will be counted as a credit towards three required parking lot trees.

g. The area within islands and medians shall not include sod or turf grass, and shall not include more than 50 percent decorative groundcover material, unless approved by the zoning administrator. The remainder of the area shall consist of planting groundcover.

h. Notwithstanding the requirements of the tree technical manual, large trees required to meet the tree island requirements may be planted closer than 30 feet from a building, but in no event closer than 12 from a building.

(2) *I (Industrial) zoning district.*

a. End islands shall be provided at the terminus of each parking bay. End islands shall have a minimum width of nine feet from face of curb to face of curb. Head-to-head parking bays shall include two such end islands. A large tree shall be planted in each end island.

b. The area within islands and medians shall not include sod or turf grass, and shall not include more than 50 percent decorative groundcover material, unless approved by the zoning administrator. The remainder of the area shall consist of planting groundcover.

c. Notwithstanding the requirements of the tree technical manual, large trees required to meet the tree island requirements may be planted closer than 30 feet from a building, but in no event closer than 12 from a building.

(g) *Parking lot landscape buffers by zoning district.*

(1) *OF (Office), OF-2 (Mid-Rise Office), C-2 (Local commercial), C-1a (General commercial - limited), C-1 (General commercial), ~~and~~ LI (Light industrial), MU-G (Mixed-Use Greenfield and Large Lot) and MF (Multifamily) zoning districts.*

a. Landscaping shall be provided between parking areas and all public streets in an eight-foot wide linear landscaped area. The minimum landscaping required for this purpose shall be based on the measured linear footage of parking including vehicular circulation routes that extend along the length of the property line (excluding ingress/egress to the public road) adjacent to the public right-of-way.

b. The required minimum quantity of landscaping is as follows:

1. One large tree or two small trees per 40 linear feet, or fraction thereof;

2. One small tree per 60 linear feet, or fraction thereof; and

3. One large shrub, small shrub, or ornamental grass per four linear feet, or fraction thereof. Any combination of the foregoing is acceptable.

c. There shall be no gap between required landscaping exceeding 25 percent of the length of the landscaped area, unless approved by the zoning administrator.

d. Notwithstanding the requirements of the tree technical manual, small trees may be grouped no closer than 12 feet apart and large trees may be grouped no closer than 30 feet apart for the purpose of meeting the requirements of this subsection (g).

e. If there are overhead utilities above the landscape area, then the required large and/or small trees may be placed in end islands or interrupting islands within the first row of parking adjacent to the public street. Such islands shall have a minimum width of nine feet from face of curb to face of curb. In addition, the owner shall have the option of reducing the eight-foot wide linear landscaped area described in subsection (g)(1)a. above, to a four-foot wide area to accommodate only shrubs.

f. The area within islands and medians shall not include sod or turf grass, and shall not include more than 50 percent decorative groundcover material, unless approved by the zoning administrator. The remainder of the area shall consist of planting groundcover.

(2) *I (Industrial) zoning district.*

a. Landscaping shall be provided between parking areas and all public streets in an eight-foot wide linear landscaped area. The minimum landscaping required for this purpose shall be based on the measured linear footage of parking, including vehicular circulation routes that extend along the length of the property line (excluding ingress/egress to the public road) adjacent to the public right-of-way.

b. The required minimum quantity of landscaping is as follows:

1. One large or medium tree per 40 linear feet (75 percent of ~~the~~ these trees shall be of a large tree);
2. One small tree per 30 linear feet; and
3. One large shrub per eight linear feet.

c. Notwithstanding the requirements of the tree technical manual, small trees may be grouped no closer than 12 feet apart and large trees may be grouped no closer than 30 feet apart for the purpose of meeting the requirements of this subsection (g).

d. If there are overhead utilities above the landscape area, then the required large trees may be placed in end islands or interrupting islands within the first row of parking adjacent to the public street. Such islands shall have a minimum width of nine feet from face of curb to face of curb. In addition, the owner shall the option of reducing the eight-foot wide linear landscaped area described in subsection (g)(2)a. above, to a four-foot wide area to accommodate only shrubs.

(3) *MU-1a (Mixed-use southwest downtown) zoning district.*

a. Landscaping shall be provided between parking areas and all public streets. The required planting area shall have a minimum width of six feet and shall be free of utilities, sidewalks, obstructions and easements. The minimum landscaping required for this purpose shall be based on the measured linear footage that extends along the length of the property line (excluding driveways) adjacent to the public right-of-way. The required minimum quantity of landscaping is as follows:

1. One small tree per 20 linear feet or one medium tree every 40 linear feet;
2. One large shrub per four linear feet, which may be grouped to encourage strategic views into the site; and
3. A three-foot high fence constructed of wrought iron or similar material, as approved by the zoning.

(4) MU-1 (Mixed-use historic commercial core)*,* ~~and~~ MU-2 (Mixed-use downtown medium density)*, and MU-R (Mixed-Use – Redevelopment and Small Lot)* zoning districts.

a. Landscaping shall be provided between parking areas and all public open space in an eight-foot wide linear landscaped area. The minimum landscaping required for this purpose shall be based on the measured linear footage of parking including vehicular circulation routes that extend along the length of the property line adjacent to the public open space.

b. The required minimum quantity of landscaping is as follows:

1. One large tree or two small trees per 40 linear feet, or fraction thereof;
2. One small tree per 60 linear feet, or fraction thereof; and
3. One large shrub, small shrub, or ornamental grass per four linear feet, or fraction thereof. Any combination of the foregoing is acceptable.

c. There shall be no gap between required landscaping exceeding 25 percent of the length of the landscaped area, unless approved by the zoning administrator.

d. Notwithstanding the requirements of the tree technical manual, small trees may be grouped no closer than 12 feet apart and large trees may be grouped no closer than 30 feet apart for the purpose of meeting the requirements of this subsection (g).

e. The area within islands and medians shall not include sod or turf grass, and shall not include more than 50 percent decorative groundcover material, unless approved by the zoning administrator. The remainder of the area shall consist of planting groundcover.

(h) *Foundation treatment by zoning district.*

(1) *OF (Office), OF-2 (Mid-Rise Office), C-2 (Local commercial), C-1a (General commercial - limited), C-1 (General commercial), ~~and~~ LI (Light industrial), and MU-G (Mixed-Use Greenfield and Large Lot) zoning districts.*

a. The purpose of this subsection (h) is to outline requirements for the treatment of landscape areas adjacent to buildings in the ~~OF (Office), C-2 (Local commercial), C-1a (General commercial - limited), C-1 (General commercial), and LI (Light industrial),~~ aforementioned zoning districts. The intent of this section is to allow a variety of landscape treatments in order to achieve particular design goals, e.g., increased building visibility, view corridors to signage, and highlighting special architectural features. Minimum requirements are determined based on the arrangement of parking in the street yard and vary according to the site plan layout. A minimum number of foundation treatment points (FTP's) must be provided based on the site layout and the categories set forth in subsection (h)(1)b. below. Notwithstanding the requirements of the tree technical manual, large trees required to meet the foundation treatment requirements may be planted closer than 30 feet to a building, but in no event closer than 12 from a building.

b. Foundation treatment points (FTP) determination by category.

1. *Category 1:* Building with three or more single parking bays in the street yard.
   For Category 1 site plans, FTP requirements are determined by multiplying the linear footage of the building's street-facing facades by a factor of four. For example, a Category 1 building with 100 linear feet of street-facing facade requires 400 FTPs (100 x 4 = 400).
2. *Category 2:* Building with one or two single parking bays in the street yard.
   For Category 2 site plans, FTP requirements are determined by multiplying the linear footage of the building's street-facing facades by a factor of three. For example, a Category 2 building with 100 linear feet of street-facing facade requires 300 FTPs. (100 x 3 = 300).
3. *Category 3:* Buildings with no parking in the street yard.
   For Category 3 site plans, FTP requirements are determined by multiplying the linear footage of the building's street-facing facades by a factor of two. For example, a Category 3 building with 100 linear feet of street-facing facade requires 200 FTPs. (100 x 2 = 200).

c. Foundation treatment point credits. The number of required FTP's shall be achieved by providing a combination of no less than three of the following elements contained in the table below to be located between the building

and the first drive aisle. Additional elements may be considered and a point value will be established by the zoning administrator on a case by case basis.

Landscape Feature	Points Credited
Specimen tree	60
Medium or large tree	30
Ornamental tree	15
Large shrub	5
Small shrub	3
Groundcover planting	2 (per sq. ft.)
Groundcover - decorative	1 (per sq. ft.)
Perennials and annuals	0.5 (per sq. ft.)
Permanently irrigated container plantings	5 (per sq. ft.)
Decorative paving	2.5 (per sq. ft.)
Shade structure	30
Shade structure with vines	33
Site furniture	30
Bike rack	20
Trash receptacle	20

VIII.

That Chapter 46, Section 46-199, subsections (b) and (c), Code of Ordinances (2010 Edition), City of Round Rock, Texas, are hereby amended to read as follows:

Sec. 46-199. Outdoor storage and display.

(b) *Permitted outdoor display and storage.* Outdoor storage shall be allowed in the districts designated in the table below:

Permitted Outdoor Storage and Display Table

Category	C-1	C-1a	C-2, OF, BP	PF-1, PF-2, PF-3	LI, I, MI	SR	OS	MU-1, MU-2, MU-R, MU-G	MU-L
Outdoor display	X	X			X		X	X	
Limited outdoor storage	X	X		X	X			X	X
General outdoor storage	X				X		X		
Temporary outdoor storage	X	X	X	X	X	X	X		

(c) *Categories of outdoor display and storage.*

(1) *Outdoor display.*

a. Outdoor display is display of items actively for sale.

b. Outdoor display shall be allowed adjacent to a principal building wall and, except as provided in this subsection, extend to a distance no greater than ten feet from the wall. Such display shall not be permitted to block windows, entrances or exits, and shall not impair the ability of pedestrians to use the sidewalks.

c. Outdoor display located more than ten feet from the wall of a principal building shall be fenced in by a masonry, wrought iron or similar material fence/wall. The location and fencing of such a display shall be approved by the planning director.

d. Outdoor display in the OS district shall only be permitted in metropolitan and regional parks.

e. Outdoor display in the downtown development area and in the MU-1a, MU-1, and MU-2 districts may be permitted in limited quantities provided it does not impede pedestrian traffic.

(2) *Limited outdoor storage.*

a. Limited outdoor storage is temporary storage of goods in individual packaging and not in storage containers. Organic materials in plastic packaging are considered limited outdoor storage.

b. Limited outdoor storage shall be screened from view outside the site by a solid masonry wall at least six feet in height. Limited outdoor storage in the I (Industrial) and MI (Mining) districts is exempt from the screening requirements provided that district buffering standards have been met.

c. Limited outdoor storage shall not be allowed in any off-street parking spaces.

d. In MU-1a, MU-1, MU-2, ~~and~~ MU-L, MU-R, and MU-G districts, limited outdoor storage shall not be allowed in the street yard.

(3) *General outdoor storage.*

a. General outdoor storage consists of all remaining forms of outdoor storage including temporary, as provided for in subsection 46-162(e), not classified as outdoor display or limited outdoor storage. General outdoor storage also includes items stored in shipping containers, conexes, and semi-trailers not attached to a truck.

b. Shipping containers, conexes, and semi-trailers not attached to a truck shall not be stacked more than two units high. In the C-1 (General commercial) district, shipping containers, conexes, and semi-trailers shall not be stacked.

c. General outdoor storage shall be allowed in unlimited quantity, provided that the storage area is screened from any public right-of-way by means of an opaque wall at least six feet in height. General outdoor storage in the I (Industrial) and MI (Mining) districts is exempt from the screening requirements provided that district buffering standards have been met.

General outdoor storage in the C-1 (General commercial) district shall be screened from any public right-of-way or abutting property by means of a masonry wall that provides a complete screening of the storage. The construction materials of the wall shall match material used on the principal building located on the same lot.

d. Except for the I (Industrial) and MI (Mining) districts, no general outdoor storage shall be permitted within the following areas:

1. A required front setback.
2. Between a front setback and the building front.
3. Between a side setback along a public right-of-way and any building or structure.

e. General outdoor storage shall not be allowed in any off-street parking areas.

f. General outdoor storage in the OS district shall only be permitted in metropolitan and regional parks.

g. The placement of general outdoor storage shall not conflict with any public utilities, easements or rights-of-way.

h. The location of general outdoor storage shall meet the accessory building requirements for that zoning district.

i. Where general outdoor storage is temporary, as provided for in subsection 46-162(e), the zoning administrator may require alternative screening depending on the uniqueness of the situation.

IX.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and **APPROVED** on first reading this the _____ day of _____, 2017.

READ, **APPROVED** and **ADOPTED** on second reading this the _____ day of _____, 2017.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with HDR Engineering, Inc. for the Transportation Master Plan Update Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A, Form1295

Department: Transportation Department

Text of Legislative File 2017-4341

The Original Contract with HDR, Inc. in the amount of $500,000.00 consisted of developing an effective and successful City of Round Rock Transportation Master Plan (TMP) Update. The scope of work consists of eight task areas:
1. Project Management;
2. Coordination and Public Participation;
3. Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations;
4. Data Collection and Projections;
5. Travel Demand Model and Corridor Analysis;
6. Development and Evaluation of Multimodal Transportation System Alternatives;
7. Capital Improvements Plan; and
8. Transportation Master Plan Document

This scope of work is directed at addressing current and future transportation issues and utilizes all of the previous work that has been completed for the 2012 Round Rock Transportation Master Plan.

This Supplemental Contract consists of removing certain sections of the original scope tasks that are being paid for under separate contract HDR, Inc. has with Williamson County. The scope of work for this contract in Attachment C is reduced as noted below:
1. The Corridor Analysis Task 5.2 is removed;
2. Development and Evaluation of Multimodal Transportation System Alternatives is

reduced by removing Task 6.1.1, Task 6.1.2, Task 6.1.5, Task 6.1.6, Task 6.1.7, Task 6.1.8 and Task 6.2.
The removal of these Tasks results in a net savings to the city of $120,000.00 for a revised contract amount of $380,000.00.

The Transportation Department recommends that the City of Round Rock execute a supplemental contract with the engineering firm HDR, Inc. in the amount of (-$120,000.00) in exchange for the removal of the task items listed above. This contract reduction results in a revised total contract amount payable of $380,000.00.

RESOLUTION NO. R-2017-4341

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services ("Contract") with HDR Engineering, Inc. for the Transportation Master Plan Update Project, and

WHEREAS, HDR Engineering, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with HDR Engineering, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with HDR Engineering, Inc., a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of April, 2017.

_____

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____

SARA L. WHITE, City Clerk

EXHIBIT
"A"

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **HDR ENGINEERING, INC. ("Engineer")**
ADDRESS: **810 Hesters Crossing, Suite 120, Round Rock, TX 78681**
PROJECT: **Transportation Master Plan Update**

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and HDR Engineering, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 11th day of February, 2016 for the Transportation Master Plan Update Project in the amount of $500,000.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to decrease the compensation by $120,000.00 to a total of $380,000.00;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by decreasing by $120,000.00 the lump sum amount payable under the Contract for a total of $380,000.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

HDR ENGINEERING, INC.

By: _____

_____

_____

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

_____
Date

APPROVED AS TO FORM:

_____
Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT A

City Services

Attached Behind This Page

EXHIBIT A

City Services

The City of Round Rock will furnish to the Engineer the following information and/or perform the following tasks:

1. Provide the following existing data the Owner has on file concerning the project, if available.
   - Available existing "as-built" information, interface data, and construction documents for projects adjacent to, crossing, and/or within study limits;
   - Assistance obtaining required data and information from other local, regional, State and federal agencies;
   - Available Accident Data, Crash Records Information System (CRIS);
   - Travel Demand Models used as part of the previous Transportation Master Plan;
   - Population and employment projections for base, five, ten, and twenty-five year horizons;
   - 2010 Census population data from the US Census Bureau;
   - Available database (with name, address, email and phone number) of stakeholders, neighborhoods and elected officials;
   - Most recent aerial photography of the City of Round Rock;
   - Available 24-hour traffic volume counts for the last 5-10 years;
   - Most recent Geographical Information System (GIS) files from the City and other databases, including aerial mapping and associated data files that show the location of property lines, street curbs, street names, trails, MPO boundary, topography (2' contours), known environmental features, land use, zoning and other features that will be used to develop the Thoroughfare Plan;
   - Maps and or shape files illustrating location of existing shared-use trails and on-street bicycle facilities and sidewalks;
   - Site plans and details of proposed development projects;
   - Round Rock land use and zoning map;
   - Round Rock future water and waste water map showing future development;
   - Right-of-way map along major arterials;
   - Utility maps along major arterials, upon request;
   - Programmed transportation infrastructure improvement projects list;
   - Round Rock Thoroughfare Plan;
   - Available stakeholder and neighborhood contact list;
   - Other previous studies relevant to the project.

2. Provide the following documents to the Engineer for review:
   - 2020 General Plan;
   - All adopted and ongoing City Master Plans;
   - Neighborhood Plans;
   - City Design Manuals;
   - Downtown Parking Initiative;
   - Complete Streets Initiative;
   - Round Rock Bicycle Plan;
   - Round Rock Sidewalk and Trails Plan;
   - Transit Master Plan;
   - Context Sensitive Design Manual;
   - Land Development Code;
   - Zoning and Subdivision Ordinances;
   - Any Master Development Agreements for large infill projects; and
   - Agreements regarding TxDOT roadways.

3. Assist with the coordination of any required public involvement, attend one-on-one meetings with officials, neighborhood groups, and local businesses and attend an open house, if necessary. For public meetings, schedule and reserve the meeting location and place the required advertisements.

EXHIBIT A

City Services

4. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring Cities and/or other franchise utility companies.

5. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.

6. Meet on an as needed basis to answer questions, provide guidance and offer comment.

7. Assist the Engineer with timely review of draft reports and memorandums.

8. Form a technical advisory committee to direct the TMP update process.

9. Meet with HDR at milestones established in the attached "Project Schedule" to review data and solicit comments.

ADDENDUM TO EXHIBIT B
Engineering Services

Attached Behind This Page

Existing condition results will be used as a basis for comparison for future year alternatives. Traffic operations at congested locations will be evaluated to determine short-term improvement solutions that will be included in the near-term Capital Improvement Project list.

Using the inventory of existing data, newly collected data, and the ultimate results of the calibrated and validated Travel Demand Model, HDR will produce and calibrate the Corridor Simulation models using Synchro for no-build and build conditions for the forecast years (2025 and Ultimate). Corridor forecasts obtained from the travel demand models will be adjusted as necessary to account for alternate routes and multimodal improvements. Potential roadway improvements will be identified as part of corridor/intersection analysis. Anticipated mobility and access improvements will be identified and modeled to determine their impact in improving the future transportation system. Roadway segments identified with a decreasing quality of Level-of-Service will be investigated to determine the cause of the deficiency and a recommendation to alleviate this LOS reduction. Proposed projects/alternatives developed in Task 6 will include all modes of transportation, including vehicular, pedestrian, transit, and bicycle. Movement of freight in Round Rock will also be discussed. Transportation System Management (TSM) and Travel Demand Management (TDM) measures will be investigated, with TSM measures tested for suitability during the Corridor Analysis. Long-term roadway improvements will be developed from the updated travel demand models.

Deliverables (hard copy and electronic formats):

1) Travel Demand Model for three scenarios for three (3) years including calculations for volume to capacity ratios;
2) GIS shape files of the updated roadway networks;
3) All updated travel demand model files; and
4) All traffic analysis files.
5) A technical memorandum summarizing, at a minimum, the resultant improvements identified by the updated travel demand models and corridor analysis. The memo should include project descriptions and cost estimates and will be referenced to the updated model.

TASK 6 – Development and Evaluation of Multimodal Transportation System Alternatives

All improvements to the transportation system will include multimodal aspects and will be developed in conjunction with complete street principles. Multimodal alternatives will be developed based on the following considerations:

- Intelligent Transportation System (ITS) technologies;
- Context sensitive design;
- Complete streets elements;
- Green streets;
- Pedestrian facilities;
- Bicycle facilities; and
- Public transportation including commuter rail.

Task 6.1 – Identification of Alternatives – HDR and McCann Adams Studio (MAS) will collectively develop a series of alternatives to be carried forward for evaluation. Alternatives will address all modes of transportation as appropriate. The alternatives identification will be based on the items listed above and based on the roadways identified as congested. Alternatives development will incorporate innovative ideas and best practices. Below is a summary of the process to develop alternative improvements for each of the categories listed above:

~~6.1.1 – Intelligent Transportation Systems (ITS) – HDR will investigate ITS infrastructure currently available to the City and TxDOT or planned for future installation. HDR will develop potential ITS recommendations that can not only assist with travel demand management but can also provide effective travel information to motorists as they make their commute choices.~~

~~6.1.2 – Context Sensitive Design – The HDR Team will develop corridor specific recommendations based on feedback received during the open houses and stakeholder meetings that preserve the character of the respective corridors while enhancing capacity. In addition, the HDR Team will identify policy recommendations that can be considered for city-wide implementation through other transportation/infrastructure projects. Such policies will be aimed at preserving the environmental, scenic, aesthetic, historic, and natural resource values of the area, while ensuring maximum safety and efficiency.~~

6.1.3 – Complete Streets – Complete Streets allow for safe travel by those walking, bicycling, driving automobiles, riding public transportation, or delivering goods. The HDR Team will analyze current rights-of-way (ROW) along the congested corridors identified in the updated travel demand models and develop recommendations aimed at achieving an appropriate balance between all modes. Particular attention will be given to the potential for enhanced transit, pedestrian and/or bicycle facilities that reduce forecasted travel demand without the need for street widening or ROW acquisition. Alternate routes will be considered to reduce travel demands to protect corridor character and to avoid the need for roadway widening. The HDR Team will also provide recommendations on corridors that were not identified to be congested on how to integrate multimodal aspects within available ROW to implement the "complete streets" elements. In addition, the HDR Team will identify policy recommendations and best practices that can be considered for city-wide implementation through other transportation/infrastructure projects. Such policies could include revisions to the Transportation Criteria Manuals, the City's subdivision ordinance, and/or to the Land Development Code.

6.1.4 – Green Streets – The HDR Team will identify potential green solutions along major corridors that create aesthetically pleasing locations but also compliment corridor drainage and water quality issues. Possible recommendations could include: the introduction of rain gardens or bio-swales within public ROW to intercept urban run-off and to reduce downstream flooding; landscape and streetscape standards to create a more comfortable and aesthetically pleasing pedestrian environment; and the use of native plantings to reduce the need for irrigation and water consumption. The HDR Team will also identify green solutions and policy recommendations that can be considered for public and private development projects including Low Impact Development strategies that reduce urban run-off, and landscape standards that contribute to street beautification.

~~6.1.5 – Improved Collector Network – HDR will work closely with City staff and the neighborhoods to identify an improved and connected collector network for the City. The improved network will better distribute travel demand throughout the network rather than on single roadways, resulting in higher vehicles miles traveled. The collector plan will be developed in a manner that preserves community character while discouraging cut-through traffic within neighborhoods.~~

~~6.1.6 – Pedestrian Facilities – The HDR Team will review the current sidewalk plan and develop recommendations that complete gaps within the existing system and provide continuity. Standards that meet the criteria of universal access and enhance pedestrian safety and ease of movement at intersections, key activity areas and along neighborhood streets and community activity areas (such as schools) will be evaluated and recommended. The proposed recommendations will enhance the current plan and will facilitate modal shift from single occupant vehicles (SOV) for short distant trips.~~

~~6.1.7 – Bicycle Facilities – The HDR team will review the Round Rock Bicycle Plan to provide recommendations for further enhancements that could increase bike ridership and safety, and enhance citywide mobility and regional connectivity. Possible recommendations may include: opportunities for roadway re-striping to gain on-street bike lanes within existing roadways without reducing vehicular capacity; the introduction of buffered or protected bike lanes also known as "cycle-tracks" or shared use paths in parts of the City that have the highest potential for bicycle ridership; and the expansion or improvement of off-street trails between major destinations and/or through~~

~~public open spaces. The proposed recommendations will be aimed at applying best practices to facilitate modal shift from SOV.~~

~~**6.1.8 – Public Transit** – HDR will incorporate the transit master planning effort currently underway into this TMP. HDR will identify corridors that can provide better through movement with transit service over SOV. Location and features of transit enhancements, such as transit centers, stop improvements, and clarification of policies regarding the installation of bus bays, bus shelters and bus shelter amenities will be reviewed in developing recommendations.~~

~~**Task 6.2 – Evaluation of Alternatives** – The HDR Team will conduct an evaluation of the alternatives to develop a long-term multimodal transportation framework. Alternatives including alternative routes/connections will be analyzed in the TDM and as part of the corridor analysis. Assumptions utilized in adjusting travel demand forecasts based on these multimodal alternatives will be documented. Innovative solutions to traditional capacity issues will also be identified for consideration. Evaluation will incorporate the goals and policies of the General Plan, community values, environmental impact and safety aspects.~~

~~**Deliverables** (Hard copy and electronic formats) – A report including, at a minimum: bicycle facilities, pedestrian facilities, public transportation plans with recommendations including best practices for policies; and funding options (including impact fees) as well as innovative solutions for alternatives to traditional capacity issues.~~

TASK 7 – Capital Improvements Plan

The HDR Team will develop a Capital Improvements Plan, identifying improvements the City will need over the next 25+ years. This task includes a review of current plans and policies relevant to transportation to develop an initial list of roadway improvement projects and transportation related issues of concern to local citizens and staff. The HDR Team will compare already proposed improvements in these documents to existing conditions, and against the projected conditions from the travel demand and corridor analysis models. HDR will also identify issues on an intersection and corridor basis, considering the following: pedestrian access, bike lanes, transit facilities/routes, economic vitality, protection of the environment and city beautification. Using City staff and public input, and the results of all data collection, travel demand model results and corridor analysis results, the HDR Team will develop recommendations for policies to be incorporated into the City's TMP. All travel modes will be addressed, ensuring that the Plan will address the needs of all citizens and visitors to Round Rock. A thoroughfare map illustrating the proposed improvements and timeframe for implementing improvements will be prepared as part of this task.

Task 7.1 – CIP Project List – Based on the analysis and evaluation described in Tasks 5 and 6, the HDR Team will develop a list of recommended CIP projects on an intersection and corridor level.

Task 7.2 – Cost Estimates – The HDR Team will develop probable construction cost estimates for the proposed multimodal improvements identified in Tasks 5 and 6. All assumptions utilized to develop these planning level cost estimates will be documented.

Task 7.3 – Project Ranking Criteria – The HDR Team, in conjunction with City staff, will develop project ranking criteria to evaluate the improvements and to prioritize them based on implementation timeframe. The systematic and detailed analysis used to evaluate potential transportation improvements in Tasks 5 and 6 will provide important information regarding the prioritization of proposed improvements. The analysis will provide policies, a clear systematic evaluation of each scenario, and a recommended ranking order for the alternative scenarios which will be included in the report. This ranking order will be used to prioritize implementation in the short-term (present to year 2020), intermediate range (2020 to 2030) and build-out conditions, based on demand and feasibility. The prioritization will also include identification of the agency or agencies responsible for implementation.

Task 7.4 – Funding Plan – HDR and Prime Strategies will develop a funding strategy to implement the proposed improvements to meet the multimodal mobility challenges for the next 25 years. The HDR Team will evaluate existing funding sources and identify potential new and innovative funding mechanisms to implement the improvements.

Deliverables (Hard copy and electronic formats):

1) Table of proposed projects/alternatives including ranking, cost estimate and year of completion. Key maps of projects will be prepared.
2) Matrix summarizing available funding sources, project costs and potential new innovative funding source.

TASK 8 – Transportation Master Plan Document

The findings and recommendations of Tasks 1 through 7 will be summarized and documented in a draft and final City of Round Rock Transportation Master Plan Report. Findings, assumptions, and methodology used in the TMP development will be explained and documented in a Draft and Final Transportation Master Plan. The main document will be designed to be user friendly with clear and concise text supported by high quality graphics and maps that the general public can easily understand. Recommendations will be explained with the minimal use of technical jargon and in ways that clearly explain their intent and value to the community, and their relationship with the General Plan goals. Appendices will provide detailed information and technical back-up to support the recommendations.

All study activity will be documented throughout the duration of the project so as to maintain accurate and consistent records of all data collection, forecast activities, alternative assessments and recommendation development. The HDR Team will address all transportation modes in the Master Plan including autos, bicycles, pedestrians, and transit. This task will be completed with the following subtasks:

Task 8.1 – Summary of Goals and Objectives – HDR will summarize the vision, goals, and objectives for the City of Round Rock TMP for the build-out condition. This task will be accomplished with the extensive input of the Technical Advisory Committee and City staff. The City's commitment to multimodal transportation solutions and their inter-relationship with other community values expressed in the General Plan (e.g., improved mobility, economic development, health, environmental sustainability, livability, etc.) will be clearly explained and illustrated.

Task 8.2 – Summary of CIP Projects – HDR will summarize the proposed projects for the CIP. Brief information sheets will be prepared for each project and will be included in the Appendix of the report.

Task 8.3 – Summary of Mobility Improvements – HDR will include a summary of the alternatives evaluation process in this section and include a list of improvements that were identified for the TMP.

Task 8.4 – Bicycle and Pedestrian Plan – HDR will include bicycle and pedestrian elements into the roadway cross-sections as needed to guide the future allocation of local resources to address the needs of bicyclists and pedestrians for mobility and safety within the community.

Task 8.5 – Prioritization of Improvements – HDR will include a summary of the prioritization process conducted as part of Task 7 in this section. Tasks 5 and 6 will provide systematic and detailed analysis to evaluate the potential transportation improvements.

Task 8.6 – Draft and Final Reports – A draft report documenting the methodology findings, and recommendations for the study effort, will be prepared and presented for approval. After receiving comments from the City of Round Rock, Appointed Committee, City Council, and Planning and Zoning Commission, a Final Transportation Master Plan Report will be prepared.

Deliverables (Hard copy and electronically in PDF and MS Word format): Draft versions of sections of the TMP will be submitted to the Project Manager electronically in PDF and MS Word format throughout the project as they are completed. These interim reports correspond with final report chapters, which will be organized following consultation with the Project Managers. The final document may be prepared in InDesign to allow for a well structured document with a pleasing and clear visual aesthetic with high quality graphics. The organization for the final Transportation Master Plan Report will be developed in close coordination with the City staff.

A one page document will be prepared to include goals and vision of the transportation master plan and a prioritized project list for distribution to the public.

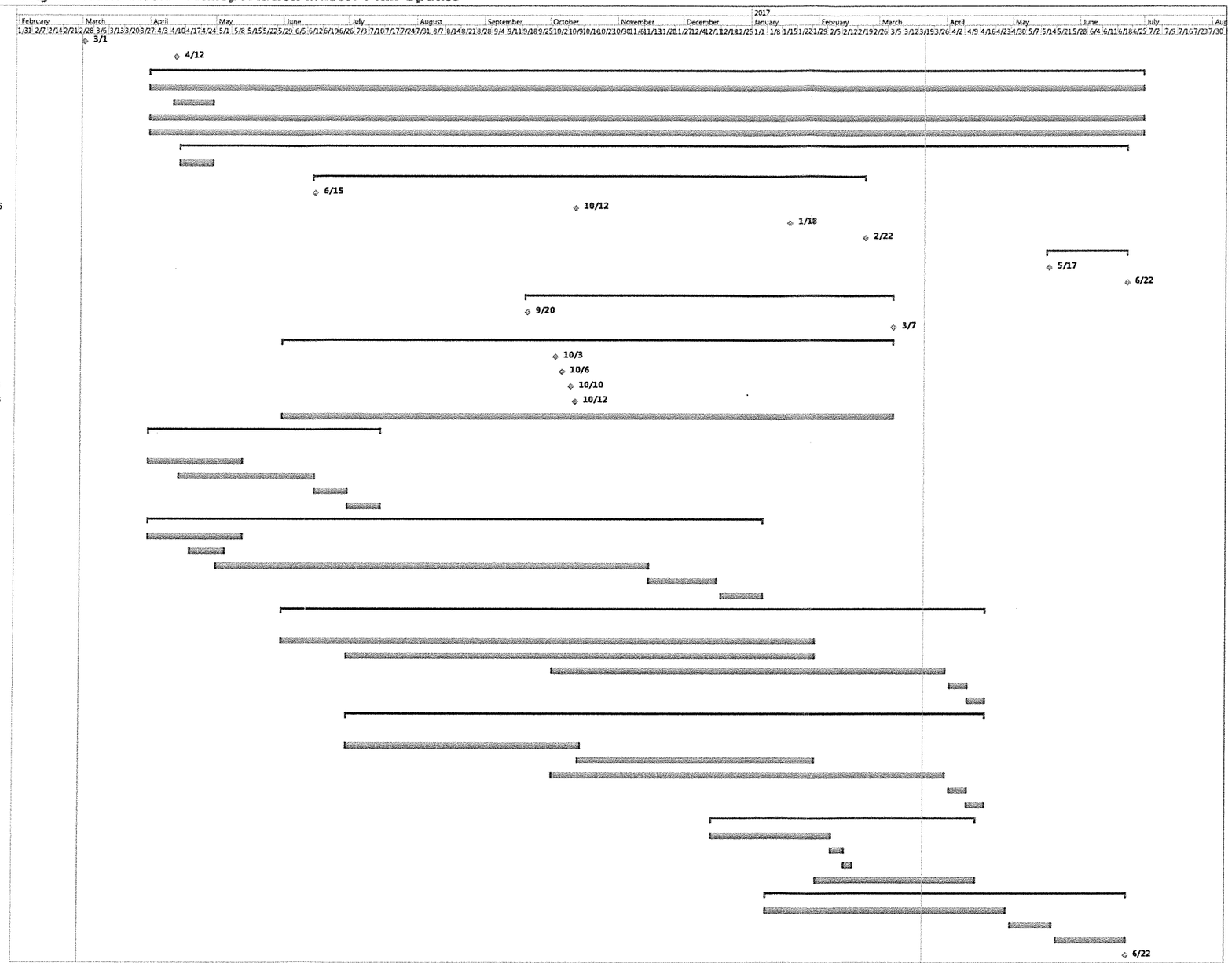
ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

Revised Exhibit C - Work Schedule

City of Round Rock - Transportation Master Plan Update

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Notice to Proceed**	**1 day**	**Tue 3/1/16**	**Tue 3/1/16**
2		**Project Kick-Off Meeting**	**1 day**	**Tue 4/12/16**	**Tue 4/12/16**
3		**Project Management**	**326 days**	**Fri 4/1/16**	**Fri 6/30/17**
4		Progress Reports	326 days	Fri 4/1/16	Fri 6/30/17
5		Project Management Plan	14 days	Tue 4/12/16	Fri 4/29/16
6		Project Meetings (Monthly) 1st Tuesday of the Month	326 days	Fri 4/1/16	Fri 6/30/17
7		Invoices/Payment Requisitions (Monthly)	326 days	Fri 4/1/16	Fri 6/30/17
8		**Coordination and Public Participation**	**310 days**	**Fri 4/15/16**	**Thu 6/22/17**
9		Public Involvement Plan	11 days	Fri 4/15/16	Fri 4/29/16
10		Meetings with Technical Advisory Committee (TAC)	181 days	Wed 6/15/16	Wed 2/22/17
11		1st TAC Meeting	1 day	Wed 6/15/16	Wed 6/15/16
12		2nd TAC Meeting	1 day	Wed 10/12/16	Wed 10/12/16
13		3rd TAC Meeting	1 day	Wed 1/18/17	Wed 1/18/17
14		4th TAC Meeting	1 day	Wed 2/22/17	Wed 2/22/17
15		City Council and Planning and Zoning Commission Meeting	27 days	Wed 5/17/17	Thu 6/22/17
16		Planning and Zoning (Tentative)	1 day	Wed 5/17/17	Wed 5/17/17
17		City Council (Tentative)	1 day	Thu 6/22/17	Thu 6/22/17
18		Public/Business Open House	121 days	Tue 9/20/16	Tue 3/7/17
19		1st Public Open House	1 day	Tue 9/20/16	Tue 9/20/16
20		2nd Public Open House	1 day	Tue 3/7/17	Tue 3/7/17
21		Neighborhood Meeting	200 days	Wed 6/1/16	Tue 3/7/17
22		1st Neighborhood Meeting (SE)	1 day	Mon 10/3/16	Mon 10/3/16
23		2nd Neighborhood Meeting (SW)	1 day	Thu 10/6/16	Thu 10/6/16
24		3rd Neighborhood Meeting (NW)	1 day	Mon 10/10/16	Mon 10/10/16
25		4th Neighborhood Meeting (NE)	1 day	Wed 10/12/16	Wed 10/12/16
26		Public Input Process	200 days	Wed 6/1/16	Tue 3/7/17
27		**Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations**	**76 days**	**Fri 4/1/16**	**Fri 7/15/16**
28		Obtain Existing Documents	31 days	Fri 4/1/16	Fri 5/13/16
29		Prepare and Submit Draft Report	44 days	Fri 4/15/16	Wed 6/15/16
30		City Review	11 days	Thu 6/16/16	Thu 6/30/16
31		Finalize Report	11 days	Fri 7/1/16	Fri 7/15/16
32		**Data Collection and Projections**	**201 days**	**Fri 4/1/16**	**Fri 1/6/17**
33		Obtain Available Data	31 days	Fri 4/1/16	Fri 5/13/16
34		Data Collection	12 days	Wed 4/20/16	Thu 5/5/16
35		Prepare and Submit Draft Technical Memorandum	142 days	Mon 5/2/16	Tue 11/15/16
36		City Review	23 days	Wed 11/16/16	Fri 12/16/16
37		Finalize Technical Memorandum	15 days	Mon 12/19/16	Fri 1/6/17
38		**Travel Demand Model, Corridor Analysis and Travel Surveys**	**230 days**	**Wed 6/1/16**	**Tue 4/18/17**
39		Travel Demand Model for Build Conditions	174 days	Wed 6/1/16	Mon 1/30/17
40		Corridor Analysis	152 days	Fri 7/1/16	Mon 1/30/17
41		Prepare and Submit Draft Technical Memorandum	130 days	Mon 10/3/16	Fri 3/31/17
42		City Review	6 days	Mon 4/3/17	Mon 4/10/17
43		Finalize Technical Memorandum	6 days	Tue 4/11/17	Tue 4/18/17
44		**Development and Evaluation of Multi-modal Transportation System Alternatives**	**208 days**	**Fri 7/1/16**	**Tue 4/18/17**
45		Identification of Alternatives	77 days	Fri 7/1/16	Sat 10/15/16
46		Evaluation of Alternatives	77 days	Sat 10/15/16	Mon 1/30/17
47		Prepare and Submit Draft Technical Memorandum	130 days	Mon 10/3/16	Fri 3/31/17
48		City Review	6 days	Mon 4/3/17	Mon 4/10/17
49		Finalize Technical Memorandum	6 days	Tue 4/11/17	Tue 4/18/17
50		**Capital Improvements Plan**	**87 days**	**Thu 12/15/16**	**Fri 4/14/17**
51		Develop and Submit Project Ranking Criteria	39 days	Thu 12/15/16	Tue 2/7/17
52		City Review	4 days	Wed 2/8/17	Mon 2/13/17
53		Finalize Project Ranking Criteria	4 days	Tue 2/14/17	Fri 2/17/17
54		CIP Project List and Cost Estimate	53 days	Wed 2/1/17	Fri 4/14/17
55		**Transportation Master Plan Document**	**119 days**	**Mon 1/9/17**	**Thu 6/22/17**
56		Prepare and Submit Draft Master Report	80 days	Mon 1/9/17	Fri 4/28/17
57		City Review	15 days	Mon 5/1/17	Fri 5/19/17
58		Finalize Master Report	24 days	Mon 5/22/17	Thu 6/22/17
59		Council and Planning and Zoning Presentation	1 day	Thu 6/22/17	Thu 6/22/17



Project: City of Round Rock Tra
Date: Wed 3/22/17

Task | Milestone | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

SUPPLEMENTAL #1: EXHIBIT D - FEE SCHEDULE
CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

PROJECT NAME: CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

Provider Name	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TASK 8	Direct Expenses	TOTAL COST
HDR Engineering, Inc.	$19,200.00	$43,080.00	$11,160.00	$39,320.00	$68,400.00	$2,200.00	$29,280.00	$36,280.00	$4,080.00	$253,000.00
Rifeline	$2,200.00	$17,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300.00	$20,000.00
Prime Strategies, Inc.	$5,896.00	$3,420.00	$0.00	$0.00	$0.00	$0.00	$12,250.00	$320.00	$114.00	$22,000.00
McCann Adams Studio	$10,080.00	$10,320.00	$25,000.00	$0.00	$0.00	$18,420.00	$840.00	$10,340.00	$0.00	$75,000.00
Gram Traffic Counting, Inc.	$0.00	$0.00	$0.00	$440.00	$0.00	$0.00	$0.00	$0.00	$9,560.00	$10,000.00
UTCTR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Lump Sum Fee	**$37,376.00**	**$74,320.00**	**$36,160.00**	**$39,760.00**	**$68,400.00**	**$20,620.00**	**$42,370.00**	**$46,940.00**	**$14,054.00**	**$380,000.00**

ORIGINAL FEE	$ 500,000.00
REDUCED AMOUNT	$ 120,000.00
REVISED FEE	$380,000.00

SUPPLEMENTAL #1: EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR TRAFFIC ENGINEER	SENIOR ROADWAY ENGINEER	DESIGN ENGINEER	EIT	SENIOR GRAPHICS DESIGNER	CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
1	**Project Management**										
1.1	Progress Reports		8			12				18	$3,180.00
1.2	Project Management Plan		4			4				8	$1,560.00
1.3	Project Meetings		24			12				36	$7,680.00
1.4	Invoices/Payment Requisitions		6			12			40	58	$6,780.00
2	**Coordination and Public Participation**										
2.1	Public Involvement Plan		4			4		4		12	$2,120.00
2.2	Meetings with Technical Advisory Committee (TAC)		24			24		32		80	$13,840.00
2.3	City Council and Planning and Zoning Commission Meeting		8					8		16	$3,120.00
2.4	Public/Business Open House		16			16		40		72	$11,840.00
2.5	Neighborhood Meeting		16			16		20		52	$9,040.00
2.6	Public Input Process		8					8		16	$3,120.00
3	**Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations**										
3.1	Obtain Existing Documents		4			4		8		16	$2,680.00
3.2	Identify Conflicts and Consistencies		8			8		8		24	$4,240.00
3.3	Provide Recommendations for Land Development Code		8			8		8		24	$4,240.00
4	**Data Collection and Projections**										
4.1	Obtain Available Data		4	8		12		16		40	$6,520.00
4.2	Data Collection		8	16		40		20		84	$13,600.00
4.3	Projections		16	20		60		20		116	$19,200.00
5	**Travel Demand Model, Corridor Analysis and Travel Surveys**										
5.1	Travel Demand Model for Build Conditions		20	100		80	182	100		482	$68,400.00
5.2	Corridor Analysis		0	0		0	0	0		0	$0.00
6	**Development and Evaluation of Multi-modal Transportation System Alternatives**										
6.1	Identification of Alternatives		0	4		10		0		14	$2,200.00
6.2	Evaluation of Alternatives		0	0		0		0		0	$0.00
7	**Capital Improvements Plan**										
7.1	CIP Project List		8	4		16		8		36	$6,160.00
7.2	Cost Estimates		8	8	24	40		20		100	$16,600.00
7.3	Project Ranking Criteria		4	4	4			8		20	$3,720.00
7.4	Funding Plan		4		8					12	$2,000.00
8	**Transportation Master Plan Document**										
8.1	Summary of Goals and Objectives		4			4		8		16	$2,680.00
8.2	Summary of CIP Projects		4			4		20		28	$4,360.00
8.3	Summary of Mobility Improvements		4			8		20		32	$4,920.00
8.4	Bicycle and Pedestrian Plan		4			8		20		32	$4,920.00
8.5	Prioritization of Improvements		4			8		20		32	$4,920.00
8.6	Draft and Final Reports		20			20		40	12	92	$14,480.00
	HOURS SUB-TOTALS	0	248	164	36	430	182	456	52	1568	$248,920.00
	DIRECT LABOR	$275.00	$250.00	$200.00	$200.00	$140.00	$100.00	$140.00	$90.00		
	TOTAL LABOR COSTS	$0.00	$62,000.00	$32,800.00	$7,200.00	$60,200.00	$18,200.00	$63,840.00	$4,680.00		$248,920.00
	SUBTOTAL										$248,920.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		$0.00
Hazardous Materials Database Search	$2,000	each		$0.00
CADD Plotting	$7.50	LF		$0.00
Mylar Plots	$3.00	LF		$0.00
Digital Ortho Plotting	$7.50	LF		$0.00
8 1/2"x11" B/W Paper Copies	$0.10	Sheet	4150	$415.00
8 1/2"x11" Color Paper Copies	$1.00	Sheet	1000	$1,000.00
11"x17" B/W Paper Copies	$0.15	Sheet	4000	$600.00
11"x17" B/W Color Copies	$1.50	Sheet	1000	$1,500.00
Turning Movement Counts	$60.00	Hour		$0.00
Roadway Tube (per counter/24 Hours)	$130.00	each/day		$0.00
Mileage	$0.565	Per Mile	1000	$565.000

SUB-TOTAL DIRECT COST		$4,080.00
SUB-TOTAL LABOR		$248,920.00
TOTAL COST	TOTAL LUMP SUM FEE	$253,000.00

SUPPLEMENTAL #1: EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: RIFELINE

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	PRINCIPAL	VICE PRESIDENT	DIRECTOR	ASSISTANT DIRECTOR	ACCOUNT COORDINATOR	ADMINISTRATION			TOTAL LABOR HRS.	TOTAL LABOR COST
1	**Project Management**										
1.1	Progress Reports				12		8			20	$2,200.00
1.2	Project Management Plan									0	$0.00
1.3	Project Meetings									0	$0.00
1.4	Invoices/Payment Requisitions									0	$0.00
2	**Coordination and Public Participation**										
2.1	Public Involvement Plan	4			10					14	$2,300.00
2.2	Meetings with Technical Advisory Committee (TAC)	8			16					24	$4,000.00
2.3	City Council and Planning and Zoning Commission Meeting				12					12	$1,800.00
2.4	Public/Business Open House	10			20					30	$5,000.00
2.5	Neighborhood Meeting				12					12	$1,800.00
2.6	Public Input Process	4			12					16	$2,600.00
3	**Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations**										
3.1	Obtain Existing Documents									0	$0.00
3.2	Identify Conflicts and Consistencies									0	$0.00
3.3	Provide Recommendations for Land Development Code									0	$0.00
4	**Data Collection and Projections**										
4.1	Obtain Available Data										
4.2	Data Collection									0	$0.00
4.3	Projections									0	$0.00
										0	$0.00
5	**Travel Demand Model, Corridor Analysis and Travel Surveys**										
5.1	Travel Demand Model for Build Conditions										
5.2	Corridor Analysis									0	$0.00
										0	$0.00
6	**Development and Evaluation of Multi-modal Transportation System Alternatives**										
6.1	Identification of Alternatives										
6.2	Evaluation of Alternatives									0	$0.00
										0	$0.00
7	**Capital Improvements Plan**										
7.1	CIP Project List									0	$0.00
7.2	Cost Estimates									0	$0.00
7.3	Project Ranking Criteria									0	$0.00
7.4	Funding Plan									0	$0.00
										0	$0.00
8	**Transportation Master Plan Document**										
8.1	Summary of Goals and Objectives									0	$0.00
8.2	Summary of CIP Projects									0	$0.00
8.3	Summary of Mobility Improvements									0	$0.00
8.4	Bicycle and Pedestrian Plan									0	$0.00
8.5	Prioritization of Improvements									0	$0.00
8.6	Draft and Final Reports									0	$0.00
										0	$0.00
	HOURS SUB-TOTALS	26	0	0	94	0	8	0	0	128	$19,700.00
	DIRECT LABOR	$200.00	$180.00	$170.00	$150.00	$120.00	$50.00				
	TOTAL LABOR COSTS	$5,200.00	$0.00	$0.00	$14,100.00	$0.00	$400.00	$0.00	$0.00		$19,700.00
	SUBTOTAL										$19,700.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		$0.00
Hazardous Materials Database Search	$2,000	each		$0.00
CADD Plotting	$7.50	LF		$0.00
Mylar Plots	$3.00	LF		$0.00
Digital Ortho Plotting	$7.50	LF		$0.00
8 1/2"x11" B/W Paper Copies	$0.10	Sheet	240	$24.00
8 1/2"x11" Color Paper Copies	$1.00	Sheet	50	$50.00
11"x17" B/W Paper Copies	$0.15	Sheet		$0.00
11"x17" B/W Color Copies	$1.50	Sheet		$0.00
Turning Movement Counts	$50.00	Hour		$0.00
Roadway Tube (per counter/24 Hours)	$130.00	each/day		$0.00
Mileage	$0.565	Per Mile	400	$226.000

SUB-TOTAL DIRECT COST		$300.00
SUB-TOTAL LABOR		$19,700.00
TOTAL COST	TOTAL LUMP SUM FEE	$20,000.00

SUPPLEMENTAL #1: EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: PRIME STRATEGIES, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	PLANNER	ADMIN/ CLERICAL					TOTAL LABOR HRS	TOTAL LABOR COST
1	**Project Management**										
1.1	Progress Reports		7							7	$1,120.00
1.2	Project Management Plan									0	$0.00
1.3	Project Meetings	4								4	$1,140.00
1.4	Invoices/Payment Requisitions	4	4		16					24	$3,636.00
2	**Coordination and Public Participation**										
2.1	Public Involvement Plan	4								4	$1,140.00
2.2	Meetings with Technical Advisory Committee (TAC)	4								4	$1,140.00
2.3	City Council and Planning and Zoning Commission Meeting	4								4	$1,140.00
2.4	Public/Business Open House									0	$0.00
2.5	Neighborhood Meeting									0	$0.00
2.6	Public Input Process									0	$0.00
3	**Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations**										
3.1	Obtain Existing Documents									0	$0.00
3.2	Identify Conflicts and Consistencies									0	$0.00
3.3	Provide Recommendations for Land Development Code									0	$0.00
4	**Data Collection and Projections**										
4.1	Obtain Available Data									0	$0.00
4.2	Data Collection									0	$0.00
4.3	Projections									0	$0.00
5	**Travel Demand Model, Corridor Analysis and Travel Surveys**										
5.1	Travel Demand Model for Build Conditions									0	$0.00
5.2	Corridor Analysis									0	$0.00
6	**Development and Evaluation of Multi-modal Transportation System Alternatives**										
6.1	Identification of Alternatives									0	$0.00
6.2	Evaluation of Alternatives									0	$0.00
7	**Capital Improvements Plan**										
7.1	CIP Project List	4								4	$1,140.00
7.2	Cost Estimates	2								2	$570.00
7.3	Project Ranking Criteria	4								4	$1,140.00
7.4	Funding Plan	24	16							40	$9,400.00
8	**Transportation Master Plan Document**										
8.1	Summary of Goals and Objectives									0	$0.00
8.2	Summary of CIP Projects									0	$0.00
8.3	Summary of Mobility Improvements									0	$0.00
8.4	Bicycle and Pedestrian Plan									0	$0.00
8.5	Prioritization of Improvements									0	$0.00
8.6	Draft and Final Reports		2							2	$320.00
	HOURS SUB-TOTALS	54	29	0	16	0	0	0	0	99	$21,886.00
	DIRECT LABOR	$285.00	$160.00	$150.00	$118.00						
	TOTAL LABOR COSTS	$15,390.00	$4,640.00	$0.00	$1,856.00	$0.00	$0.00	$0.00	$0.00		$21,886.00
	SUBTOTAL										$21,886.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		$0.00
Hazardous Materials Database Search	$2.000	each		$0.00
CADD Plotting	$7.50	LF		$0.00
Mylar Plots	$3.00	LF		$0.00
Digital Ortho Plotting	$7.50	LF		$0.00
8.1/2"x11" B/W Paper Copies	$0.10	Sheet	175	$17.50
8.1/2"x11" Color Paper Copies	$1.00	Sheet	40	$40.00
11"x17" B/W Paper Copies	$0.15	Sheet		$0.00
11"x17" B/W Color Copies	$1.50	Sheet		$0.00
Turning Movement Counts	$50.00	Hour		$0.00
Roadway Tube (per counter/24 Hours)	$130.00	each/day		$0.00
Mileage	$0.565	Per Mile	100	$56.500

SUB-TOTAL DIRECT COST		$114.00
SUB-TOTAL LABOR		$21,886.00
TOTAL COST	TOTAL LUMP SUM FEE	$22,000.00

SUPPLEMENTAL #1: EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: MCCANN ADAMS STUDIO

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	PROJECT PRINCIPAL	URBAN DESIGNER/ PLANNER	GRAPHICS						TOTAL LABOR HRS.	TOTAL LABOR COST
1	**Project Management**										
1.1	Progress Reports	12	0	0						12	$2,520.00
1.2	Project Management Plan									0	$0.00
1.3	Project Meetings	36	0	0						36	$7,560.00
1.4	Invoices/Payment Requisitions									0	$0.00
2	**Coordination and Public Participation**										
2.1	Public Involvement Plan									0	$0.00
2.2	Meetings with Technical Advisory Committee (TAC)	12	0	0						12	$2,520.00
2.3	City Council and Planning and Zoning Commission Meeting	8	0	0						8	$1,680.00
2.4	Public/Business Open House	12	12	0						24	$3,600.00
2.5	Neighborhood Meeting	12	0	0						12	$2,520.00
2.6	Public Input Process									0	$0.00
3	**Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations**										
3.1	Obtain Existing Documents	2	3	0						5	$690.00
3.2	Identify Conflicts and Consistencies	24	60	19						103	$11,770.00
3.3	Provide Recommendations for Land Development Code	24	60	30						114	$12,540.00
4	**Data Collection and Projections**										
4.1	Obtain Available Data									0	$0.00
4.2	Data Collection									0	$0.00
4.3	Projections									0	$0.00
5	**Travel Demand Model, Corridor Analysis and Travel Surveys**										
5.1	Travel Demand Model for Build Conditions									0	$0.00
5.2	Corridor Analysis									0	$0.00
6	**Development and Evaluation of Multi-modal Transportation System Alternatives**										
6.1	Identification of Alternatives	40	60	30						130	$15,900.00
6.2	Evaluation of Alternatives	12	0	0						12	$2,520.00
7	**Capital Improvements Plan**										
7.1	CIP Project List									0	$0.00
7.2	Cost Estimates									0	$0.00
7.3	Project Ranking Criteria	4	0	0						4	$840.00
7.4	Funding Plan									0	$0.00
8	**Transportation Master Plan Document**										
8.1	Summary of Goals and Objectives	4	0	0						4	$840.00
8.2	Summary of CIP Projects	4	0	0						4	$840.00
8.3	Summary of Mobility Improvements	4	0	0						4	$840.00
8.4	Bicycle and Pedestrian Plan	12	12	0						24	$3,600.00
8.5	Prioritization of Improvements	2	0	0						2	$420.00
8.6	Draft and Final Reports	8	8	20						36	$3,800.00
	HOURS SUB-TOTALS	232	215	99	0	0	0	0	0	546	$75,000.00
	DIRECT LABOR	$210.00	$90.00	$70.00							
	TOTAL LABOR COSTS	$48,720.00	$19,350.00	$6,930.00	$0.00	$0.00	$0.00	$0.00	$0.00		$75,000.00
	SUBTOTAL										$75,000.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		$0.00
Hazardous Materials Database Search	$2.000	each		$0.00
CADD Plotting	$7.50	LF		$0.00
Mylar Plots	$3.00	LF		$0.00
Digital Ortho Plotting	$7.50	LF		$0.00
8 1/2"x11" B/W Paper Copies	$0.10	Sheet		$0.00
8 1/2"x11" Color Paper Copies	$1.00	Sheet		$0.00
11"x17" B/W Paper Copies	$0.15	Sheet		$0.00
11"x17" B/W Color Copies	$1.50	Sheet		$0.00
Turning Movement Counts	$50.00	Hour		$0.00
Roadway Tube (per counter/24 Hours)	$130.00	each/day		$0.00
Mileage	$0.565	Per Mile		$0.000

SUB-TOTAL DIRECT COST		$0.00
SUB-TOTAL LABOR		$75,000.00
TOTAL COST	TOTAL LUMP SUM FEE	$75,000.00

SUPPLEMENTAL #1: EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: GRAM TRAFFIC COUNTING, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	PROJECT MANAGER								TOTAL LABOR HRS.	TOTAL LABOR COST
1	**Project Management**										
1.1	Progress Reports									0	$0.00
1.2	Project Management Plan									0	$0.00
1.3	Project Meetings									0	$0.00
1.4	Invoices/Payment Requisitions									0	$0.00
2	**Coordination and Public Participation**										
2.1	Public Involvement Plan										
2.2	Meetings with Technical Advisory Committee (TAC)									0	$0.00
2.3	City Council and Planning and Zoning Commission Meeting									0	$0.00
2.4	Public/Business Open House									0	$0.00
2.5	Neighborhood Meeting									0	$0.00
2.6	Public Input Process									0	$0.00
3	**Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations**										
3.1	Obtain Existing Documents									0	$0.00
3.2	Identify Conflicts and Consistencies									0	$0.00
3.3	Provide Recommendations for Land Development Code									0	$0.00
4	**Data Collection and Projections**										
4.1	Obtain Available Data									0	$0.00
4.2	Data Collection	4								4	$440.00
4.3	Projections									0	$0.00
5	**Travel Demand Model, Corridor Analysis and Travel Surveys**										
5.1	Travel Demand Model for Build Conditions									0	$0.00
5.2	Corridor Analysis									0	$0.00
6	**Development and Evaluation of Multi-modal Transportation System Alternatives**										
6.1	Identification of Alternatives										
6.2	Evaluation of Alternatives									0	$0.00
										0	$0.00
7	**Capital Improvements Plan**										
7.1	CIP Project List										
7.2	Cost Estimates									0	$0.00
7.3	Project Ranking Criteria									0	$0.00
7.4	Funding Plan									0	$0.00
										0	$0.00
8	**Transportation Master Plan Document**										
8.1	Summary of Goals and Objectives										
8.2	Summary of CIP Projects									0	$0.00
8.3	Summary of Mobility Improvements									0	$0.00
8.4	Bicycle and Pedestrian Plan									0	$0.00
8.5	Prioritization of Improvements									0	$0.00
8.6	Draft and Final Reports									0	$0.00
										0	$0.00
	HOURS SUB-TOTALS	4	0	0	0	0	0	0	0	4	$440.00
	DIRECT LABOR	$110.00									
	TOTAL LABOR COSTS	$440.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$440.00
	SUBTOTAL										$440.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		$0.00
Hazardous Materials Database Search	$2.000	each		$0.00
CADD Plotting	$7.50	LF		$0.00
Mylar Plots	$3.00	LF		$0.00
Digital Ortho Plotting	$7.50	LF		$0.00
8 1/2"x11" B/W Paper Copies	$0.10	Sheet	275	$27.50
8 1/2"x11" Color Paper Copies	$1.00	Sheet		$0.00
11"x17" B/W Paper Copies	$0.15	Sheet		$0.00
11"x17" B/W Color Copies	$1.50	Sheet		$0.00
Turning Movement Counts	$50.00	Hour	120	$6,000.00
Roadway Tube (per counter/24 Hours)	$130.00	each/day	25	$3,250.00
Mileage	$0.565	Per Mile	500	$282.500

SUB-TOTAL DIRECT COST		$9,560.00
SUB-TOTAL LABOR		$440.00
TOTAL COST	TOTAL LUMP SUM FEE	$10,000.00

SUPPLEMENTAL #1: EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: UTCTR

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION	RESEARCH ENGINEER	RESEARCH ASSOCIATE	RESEARCH ASSISTANT						TOTAL LABOR HRS.	TOTAL LABOR COST
1	**Project Management**										
1.1	Progress Reports									0	$0.00
1.2	Project Management Plan									0	$0.00
1.3	Project Meetings									0	$0.00
1.4	Invoices/Payment Requisitions									0	$0.00
2	**Coordination and Public Participation**										
2.1	Public Involvement Plan									0	$0.00
2.2	Meetings with Technical Advisory Committee (TAC)									0	$0.00
2.3	City Council and Planning and Zoning Commission Meeting									0	$0.00
2.4	Public/Business Open House									0	$0.00
2.5	Neighborhood Meeting									0	$0.00
2.6	Public Input Process									0	$0.00
3	**Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations**										
3.1	Obtain Existing Documents									0	$0.00
3.2	Identify Conflicts and Consistencies									0	$0.00
3.3	Provide Recommendations for Land Development Code									0	$0.00
4	**Data Collection and Projections**										
4.1	Obtain Available Data									0	$0.00
4.2	Data Collection									0	$0.00
4.3	Projections									0	$0.00
5	**Travel Demand Model, Corridor Analysis and Travel Surveys**										
5.1	Travel Demand Model for Build Conditions	0	0	0						0	$0.00
5.2	Corridor Analysis									0	$0.00
6	**Development and Evaluation of Multi-modal Transportation System Alternatives**										
6.1	Identification of Alternatives									0	$0.00
6.2	Evaluation of Alternatives									0	$0.00
7	**Capital Improvements Plan**										
7.1	CIP Project List									0	$0.00
7.2	Cost Estimates									0	$0.00
7.3	Project Ranking Criteria									0	$0.00
7.4	Funding Plan									0	$0.00
8	**Transportation Master Plan Document**										
8.1	Summary of Goals and Objectives									0	$0.00
8.2	Summary of CIP Projects									0	$0.00
8.3	Summary of Mobility Improvements									0	$0.00
8.4	Bicycle and Pedestrian Plan									0	$0.00
8.5	Prioritization of Improvements									0	$0.00
8.6	Draft and Final Reports									0	$0.00
	HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	$0.00
	DIRECT LABOR	$130.00	$89.00	$55.00							
	TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
	SUBTOTAL										$0.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each		$0.00
Hazardous Materials Database Search	$2,000	each		$0.00
CADD Plotting	$7.50	LF		$0.00
Mylar Plots	$3.00	LF		$0.00
Digital Ortho Plotting	$7.50	LF		$0.00
8 1/2"x11" B/W Paper Copies	$0.10	Sheet	0	$0.00
8 1/2x11 Color Paper Copies	$1.00	Sheet	0	$0.00
11"x17" B/W Paper Copies	$0.15	Sheet		$0.00
11"x17" B/W Color Copies	$1.50	Sheet		$0.00
Turning Movement Counts	$50.00	Hour		$0.00
Roadway Tube (per counter/24 Hours)	$130.00	each/day		$0.00
Mileage	$0.565	Per Mile	0	$0.000

SUB-TOTAL DIRECT COST		$0.00
SUB-TOTAL LABOR		$0.00
TOTAL COST	**TOTAL LUMP SUM FEE**	$0.00

SUPPLEMENTAL #1: EXHIBIT D - FEE SCHEDULE

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

CITY OF ROUND ROCK TRANSPORTATION MASTER PLAN UPDATE

TASK	TASK DESCRIPTION									TOTAL LABOR HRS.
1	**Project Management**									
1.1	Progress Reports	12	13	0	12	12	0	8	0	57
1.2	Project Management Plan	0	4	0	0	4	0	0	0	8
1.3	Project Meetings	40	24	0	0	12	0	0	0	76
1.4	Invoices/Payment Requisitions	4	10	0	16	12	0	0	40	82
2	**Coordination and Public Participation**									
2.1	Public Involvement Plan	8	4	0	10	4	0	4	0	30
2.2	Meetings with Technical Advisory Committee (TAC)	24	24	0	16	24	0	32	0	120
2.3	City Council and Planning and Zoning Commission Meeting	12	8	0	12	0	0	8	0	40
2.4	Public/Business Open House	22	28	0	20	16	0	40	0	126
2.5	Neighborhood Meeting	12	16	0	12	16	0	20	0	76
2.6	Public Input Process	4	8	0	12	0	0	8	0	32
3	**Comprehensive Review and Evaluation of Existing City Documents and Policies with Recommendations**									
3.1	Obtain Existing Documents	2	7	0	0	4	0	8	0	21
3.2	Identify Conflicts and Consistencies	24	68	19	0	8	0	8	0	127
3.3	Provide Recommendations for Land Development Code	24	68	30	0	8	0	8	0	138
4	**Data Collection and Projections**									
4.1	Obtain Available Data	0	4	8	0	12	0	16	0	40
4.2	Data Collection	4	8	16	0	40	0	20	0	88
4.3	Projections	0	16	20	0	60	0	20	0	116
5	**Travel Demand Model, Corridor Analysis and Travel Surveys**									
5.1	Travel Demand Model for Build Conditions	0	20	100	0	80	182	100	0	482
5.2	Corridor Analysis	0	0	0	0	0	0	0	0	0
6	**Development and Evaluation of Multi-modal Transportation System Alternatives**									
6.1	Identification of Alternatives	40	60	34	0	10	0	0	0	144
6.2	Evaluation of Alternatives	12	0	0	0	0	0	0	0	12
7	**Capital Improvements Plan**									
7.1	CIP Project List	4	8	4	0	16	0	8	0	40
7.2	Cost Estimates	2	8	8	24	40	0	20	0	102
7.3	Project Ranking Criteria	8	4	4	4	0	0	8	0	28
7.4	Funding Plan	24	20	0	8	0	0	0	0	52
8	**Transportation Master Plan Document**									
8.1	Summary of Goals and Objectives	4	4	0	0	4	0	8	0	20
8.2	Summary of CIP Projects	4	4	0	0	4	0	20	0	32
8.3	Summary of Mobility Improvements	4	4	0	0	8	0	20	0	36
8.4	Bicycle and Pedestrian Plan	12	16	0	0	8	0	20	0	56
8.5	Prioritization of Improvements	2	4	0	0	8	0	20	0	34
8.6	Draft and Final Reports	8	30	20	0	20	0	40	12	130
	HOURS SUB-TOTALS	**316**	**492**	**283**	**146**	**430**	**182**	**464**	**52**	**2345**

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each	0	$ -
Hazardous Materials Database Search	$2,000	each	0	$ -
CADD Plotting	$7.50	LF	0	$ -
Mylar Plots	$3.00	LF	0	$ -
Digital Ortho Plotting	$7.50	LF	0	$ -
8 1/2"x11" B/W Paper Copies	$0.10	Sheet	4840	$ 484.00
8 1/2"x11" Color Paper Copies	$1.00	Sheet	1090	$ 1,090.00
11"x17" B/W Paper Copies	$0.15	Sheet	4000	$ 600.00
11"x17" B/W Color Copies	$1.50	Sheet	1000	$ 1,500.00
Turning Movement Counts	$50.00	Hour	120	$ 6,000.00
Roadway Tube (per counter/24 Hours)	$130.00	each/day	25	$ 3,250.00
Mileage	$0.565	Per Mile	2000	$ 1,130.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-193993

Date Filed:
04/18/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HDR Engineering, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
00000
Transportation Master Plan - Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HDR, Inc.	Omaha, NE United States	X	
Little, George A.	Omaha, NE United States	X	
Keen, Eric L.	Omaha, NE United States	X	
Felker, Brent R.	Davis, CA United States	X	
O'Reilly, Charles L.	Boston, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MICHELLE M BRITTON
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-27-2017

Kelly J. Kaatz
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kelly J. Kaatz, this the 18 day of April, 20 17, to certify which, witness my hand and seal of office.

Michelle M Britton | Michelle M Britton | Accting
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Penny A. Lackey and Tina D. Lackey for the purchase of a 0.176 acre parcel of land and a 0.115 acre parcel of land necessary for the RM 620 Right of Way Project (Parcels 17 and 17R).

Type: Resolution

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Gary Hudder, Transportation Director

Cost: $205,000.00

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2017-4376

The $200,000 portion of the purchase price is equal to the City's appraised value for the required right of way parcel, and is 90% reimbursable by TxDoT. At the request of the owners the City is also agreeing to pay $5000 to purchase the remainder property, which was determined to have assemblage value only after the right of way taking due to its small size.

Cost: $205,000.00
Source of Funds: RR Transportation and Economic Development Corporation (Type B)

RESOLUTION NO. R-2017-4376

WHEREAS, the City desires to purchase right of way necessary for the RM 620 Widening Project, and said tracts ("Property") are described as follows: All of that certain 0.176-acre parcel of land (Parcel 17) and all of that certain 0.115-acre tract of land (Parcel 17R), and

WHEREAS, Penny A. Lackey and Tina D. Lackey, the owners of the Property, have agreed to sell said Property to the City, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with Penny A. Lackey and Tina D. Lackey, for the purchase of the above described Property, a copy of said Real Estate Contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of April, 2017.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT
RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between PENNY A. LACKEY and TINA D. LACKEY, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.176 acre (7,678 square foot) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.176 acre parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17**); and

All of that certain 0.115 acre (4,999 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.115 acre tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 17R**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the portion of the Property and the acquisition of any improvements on the portion of the Property described in Exhibit "A", shall be the sum of TWO HUNDRED THOUSAND and 00/100 Dollars ($200,000.00).

2.02. The Purchase Price for the remaining portion of the Property and the acquisition of any improvements on the remaining portion of the Property of Seller which is described in Exhibit "B", shall be the sum of FIVE THOUSAND and 00/100 Dollars ($5,000.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before May 31st, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the remaining property of Seller described in Exhibit "B", both free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Deed to the City of Round Rock shall be in the form as shown in Exhibit "D" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(3) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature pages follow]

SELLER:

_____
Penny A. Lackey

Address: 11707 Vance Jackson Rd., #715
San Antonio, Texas 78230

Date:_____

SELLER:

_____
Tina D. Lackey

Address: 2426 Willow Way
Round Rock, Texas 78664

Date:_____

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By:_____
Alan McGraw, Mayor

Address: 221 East Main St.
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
Highway: R. M. 620
Limits: Deepwood Dr. to IH 35
CSJ: 0683-01-092

PROPERTY DESCRIPTION FOR
PARCEL 17

DESCRIPTION OF A 0.176 ACRE (7,678 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 24 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDES 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED PENNY A. AND TINA D. LACKEY BY INSTRUMENT RECORDED IN VOLUME 1989, PAGE 563 OF THE OFFICIAL RECORDS OF WILLIMSON COUNTY, TEXAS, SAID 0.176 ACRE (7,678 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a capped ½" iron rod stamped "Inland 4933" set, being the southeasterly corner of Lot 23 of said subdivision and conveyed to Steven W. Redden and Linda J. Redden by instrument recorded in Volume 2022, Page 46 of the Official Records of Williamson County, Texas, being the existing northerly right-of-way (ROW) line of Glenwood St. (50' ROW width), same being the most southwesterly corner of said Lot 24, 191.41 feet right of proposed Ranch to Market (R.M.) 620 baseline station 489+38.13, and from which a ½" iron rod found bears S 07°25'33" E at distance of 0.91 feet;

THENCE departing said northerly ROW line of Glenwood St., with the easterly boundary line of said Lot 23, same being the westerly boundary line of said Lot 24, N 07°25'33" W for a distance of 72.99 feet to a ½" iron rod with TxDOT aluminum cap set, 120.91 feet right of proposed R.M. 620 baseline station 489+18.10, being the proposed southerly ROW line of R.M. 620 (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said southerly proposed ROW line of R.M. 620, continuing with the westerly boundary line of said Lot 24, same being in part the easterly boundary line of said Lot 23 and in part the easterly boundary line of Lot 20 of said subdivision conveyed to Kristine Warren by instrument recorded in Document No. 2004064710 and James A. Warren by instrument recorded in Document No. 2008082332 of the Official Public Records of Williamson County, Texas, **N 07°25'33" W** at a distance of 51.94 feet pass the calculated southeasterly corner of said Lot 20, at a distance of 83.91 feet pass a 3/8" iron rod found and continuing for a total distance of **84.92** feet to a calculated point being the northeasterly corner of said Lot 20, same being the existing curving southerly ROW line of R.M. 620 (ROW width varies), being the northwesterly corner of said Lot 24, for the northwesterly corner of the herein described parcel;

2) **THENCE**, departing the easterly boundary line of said Lot 20, with said curving existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 24, along a curve to the right, having a delta angle of **05°00'02"**, a radius of **1095.92** feet, an arc length of **95.64** feet, and a chord which bears **S 77°24'38" E** for a distance of **95.61** feet to a calculated point being the most northwesterly corner of Lot 25 of said subdivision and conveyed to Bobby C. Owen JR. by instrument recorded in Document No. 2007075259 of the Official Public Records of Williamson County, Texas, same being the most northeasterly corner of said Lot 24, for the northeasterly corner of the herein described parcel, and from which a TXDOT Type I concrete monument found in the northerly boundary line of said Lot 25, same being a point of tangency in said existing southerly ROW line of R.M. 620 bears, along a curve to the right, having a delta angle of 04°10'58", a radius of 1095.92 feet, an arc length of 80.01 feet, and a chord which bears S 72°49'08" E for a distance of 80.00 feet;

3) **THENCE** departing said existing southerly ROW line of R.M. 620, with common boundary line of said Lot 24 and said Lot 25, **S 07°30'40" E** at a distance of 0.94 feet pass a 3/8" iron rod found and continuing for a total distance of **84.45** feet to a ½" iron rod with TxDOT aluminum cap set, 127.40 feet right of proposed R.M. 620 baseline station 490+17.88, being said proposed southerly ROW line of R.M. 620, for the southeasterly corner of the herein described parcel, and from which a capped ½" iron rod stamped "Inland 4933" set, in said northerly ROW line of Glenwood St., being the southwesterly corner of said Lot 25, same being the southeasterly corner of said Lot 24 bears S 07°30'40" E at a distance of 38.12 feet;

4) **THENCE**, departing the westerly boundary line of said Lot 25, with said proposed ROW line of R.M. 620, through the interior of said Lot 24, **N 77°42'08" W** for a distance of **95.57** feet to the **POINT OF BEGINNING**, containing 0.176 acres (7,678 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 10 MAR 2014

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

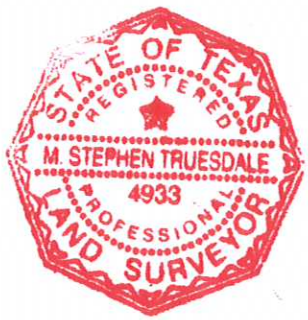


EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

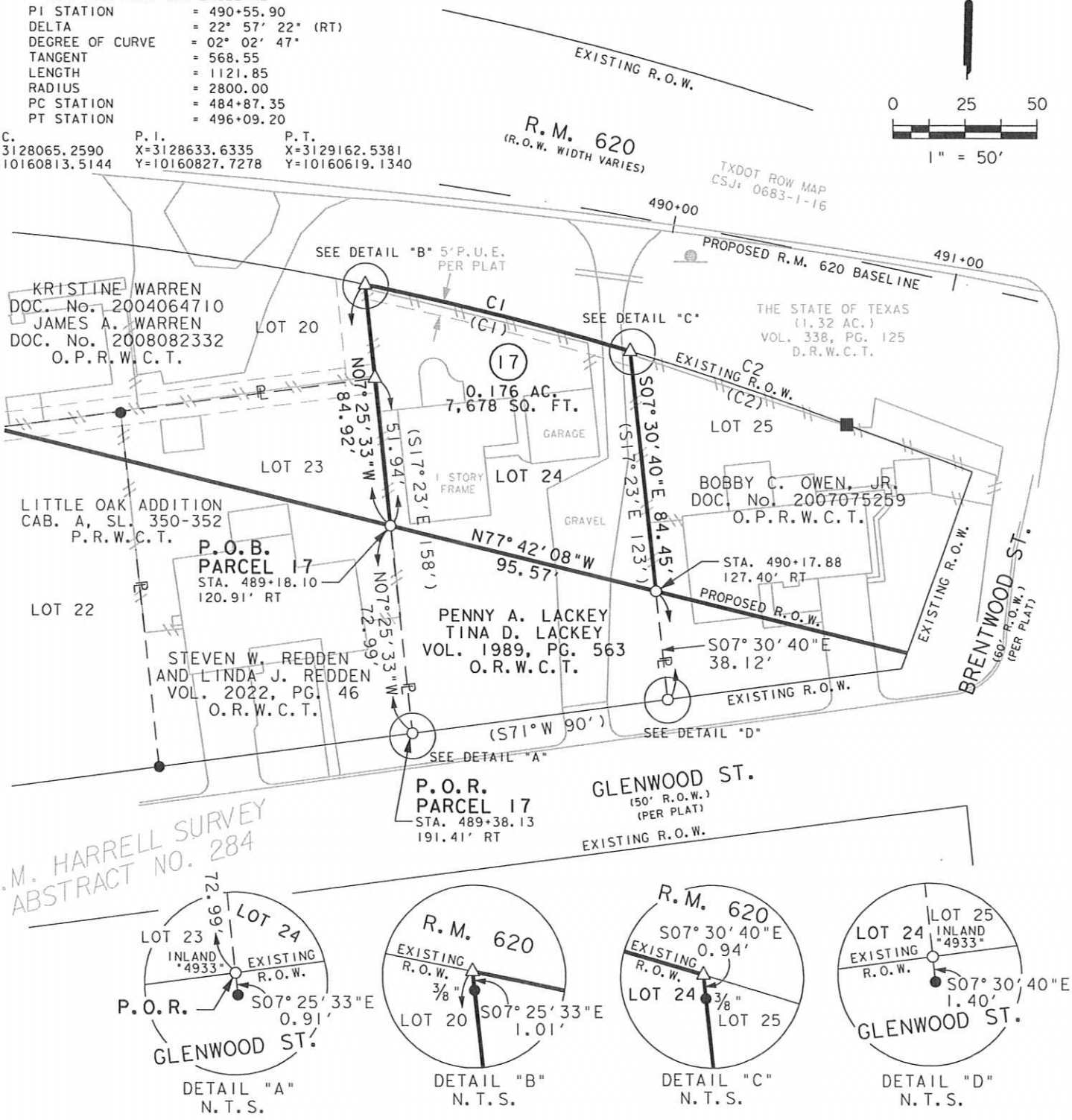
NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 00' 02"	1095.92'	95.64'	95.61'	S77° 24' 38"E
(C1)			(95.7')		
C2	04° 10' 58"	1095.92'	80.01'	80.00'	S72° 49' 08"E
(C2)			(80.3')		

PROPOSED R.M. 620 BASELINE
PI STATION = 490+55.90
DELTA = 22° 57' 22" (RT)
DEGREE OF CURVE = 02° 02' 47"
TANGENT = 568.55
LENGTH = 1121.85
RADIUS = 2800.00
PC STATION = 484+87.35
PT STATION = 496+09.20

P.C. X=3128065.2590 Y=10160813.5144
P.I. X=3128633.6335 Y=10160827.7278
P.T. X=3129162.5381 Y=10160619.1340

N

0 25 50
1" = 50'



INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

PENNY A. LACKEY
TINA D. LACKEY

SCALE	CSJ #	PROJECT	COUNTY
1" = 50'	0683-01-092	RM 620	WILLIAMSON

Texas Department of Transportation

PARCEL 17

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
⊡	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT
⊡	TXDOT TYPE II CONCRETE MONUMENT FOUND
●	1/2" IRON ROD FOUND UNLESS NOTED
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
⌇	LINE BREAK
⌇	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1027, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 21, 2014, ISSUE DATE JANUARY 30, 2014.

I. RESTRICTIVE COVENANTS: CABINET A, SLIDE 250 (ACTUAL SLIDES 350-352), PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10E. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. Stephen Truesdale 10MAR2014

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	0.176	7,678
CALC/DEED AREA	0.291	12,677
REMAINDER AREA	0.115	4,999

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

PENNY A. LACKEY
TINA D. LACKEY

SCALE	CSJ #	PROJECT	COUNTY
1" = 50'	0683-01-092	RM 620	WILLIAMSON

Texas Department of Transportation

PARCEL 17

EXHIBIT B

County: Williamson
Parcel : Lackey
Highway: R. M. 620

PROPERTY DESCRIPTION FOR PENNY AND TINA LACKEY

DESCRIPTION OF A 0.115 ACRE (4,999 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 24 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDE 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO PENNY A. AND TINA D. LACKEY BY INSTRUMENT RECORDED IN VOLUME 1989, PAGE 563 OF THE OFFICIAL RECORDS OF WILLIMSON COUNTY, TEXAS, SAID 0.115 ACRE (4,999 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped ½" iron rod marked "Inland 4933" set in the existing northerly right-of-way (ROW) line of Glenwood St. (50' ROW width), being the southeasterly corner of Lot 23 of said subdivision, same being the most southwesterly corner of said Lot 24, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract and from which a ½" iron rod found bears S 07°25'33" E at a distance of 0.91 feet;

1) **THENCE**, departing the northerly ROW line of said Glenwood St., with the easterly boundary line of said Lot 23, same being the westerly boundary line of said Lot 24, **N 07°25'33" W** for a distance of **72.99** feet to ½" iron rod with TxDOT aluminum cap set, 120.91 feet right of proposed R.M. 620 baseline station 489+18.10, in the proposed southerly ROW line of R.M. 620 (ROW width varies), for the northwesterly corner of the herein described tract;

2) **THENCE**, departing the easterly boundary line of said Lot 23, with said proposed southerly ROW line of R.M. 620, through the interior of said Lot 24, **S 77°42'08" E** for a distance of **95.57** feet to ½" iron rod with TxDOT aluminum cap set, 127.40 feet right of proposed R.M. 620 baseline station 490+17.88, being the westerly boundary line of Lot 25 of said subdivision, same being the easterly boundary line of said Lot 24, for the northeasterly corner of the herein described tract;

3) **THENCE**, departing said proposed ROW line, with the common boundary line of said Lot 24 and said Lot 25, **S 07°30'40" E** for a distance of **38.12** feet to a capped ½" iron rod marked "Inland 4933" set in the northerly ROW line of said Glenwood St., being the southwesterly corner of said Lot 25, same being the southeasterly corner of said Lot 24, for the southeasterly corner of the herein described tract and from which a ½" iron rod found bears S 07°30'40" E at a distance of 1.40 feet;

4) **THENCE**, with the existing northerly ROW line of said Glenwood St., same being the southerly boundary line of said Lot 24, **S 80°54'34" W** for a distance of **90.06** feet to the **POINT OF BEGINNING**, containing 0.115 acre (4,999 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 3 OCT 2016

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

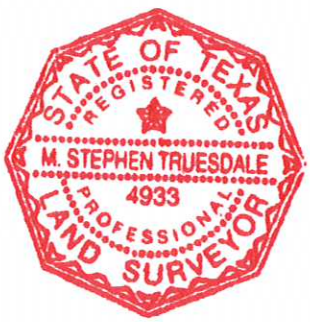


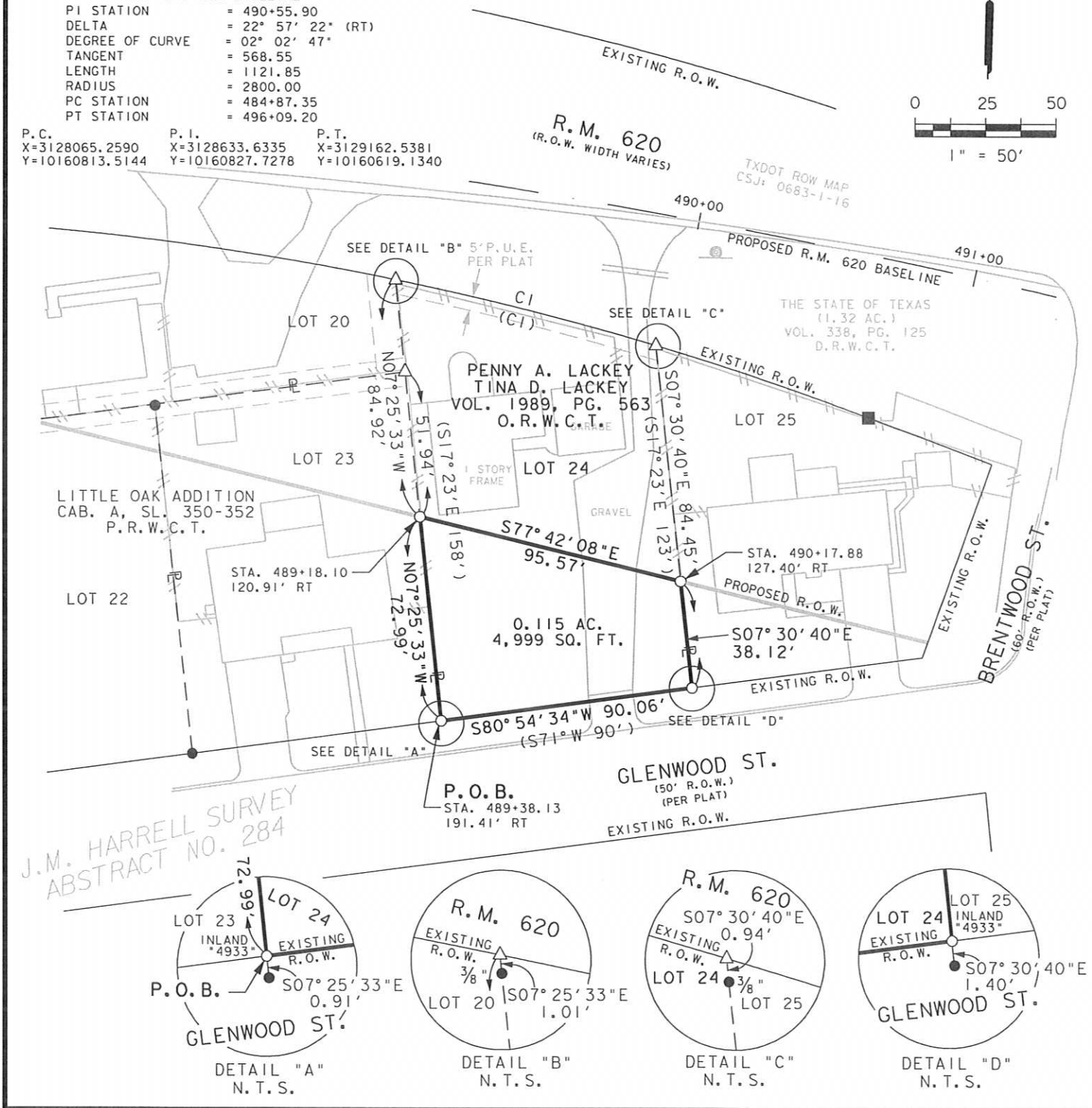
EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 00' 02"	1095.92'	95.64'	95.61'	S77° 24' 38"E
(C1)			(95.7')		

PROPOSED R.M. 620 BASELINE
PI STATION = 490+55.90
DELTA = 22° 57' 22" (RT)
DEGREE OF CURVE = 02° 02' 47"
TANGENT = 568.55
LENGTH = 1121.85
RADIUS = 2800.00
PC STATION = 484+87.35
PT STATION = 496+09.20

P.C. X=3128065.2590 Y=10160813.5144
P.I. X=3128633.6335 Y=10160827.7278
P.T. X=3129162.5381 Y=10160619.1340



INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
PENNY A. LACKEY
TINA D. LACKEY

SCALE		PROJECT	COUNTY
1" = 50'		RM 620	WILLIAMSON

0.115 AC.
4,999 SQ. FT.

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
⊡	½" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT
⊡	TXDOT TYPE II CONCRETE MONUMENT FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1027, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 21, 2014, ISSUE DATE JANUARY 30, 2014.

I. RESTRICTIVE COVENANTS: CABINET A, SLIDE 250 (ACTUAL SLIDES 350-352), PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

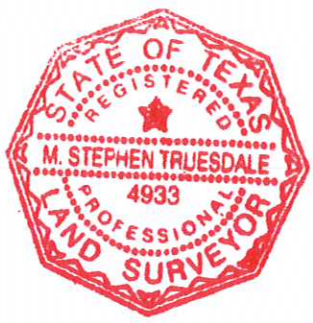
10E. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

M. Stephen Truesdale 3 OCT 2016

DATE:



M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

PENNY A. LACKEY
TINA D. LACKEY

SCALE		PROJECT	COUNTY
1" = 50'		RM 620	WILLIAMSON

0.115 AC.
4,999 SQ. FT.

EXHIBIT "C"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED

RM 620 Right of Way

TxDOT ROW CSJ: 0683-01-092
TxDOT Parcel No.: 17

Grantor(s), whether one or more:
Penny A. Lackey and Tina D. Lackey

Grantor's Mailing Address (including county):

Penny A. Lackey
11707 Vance Jackson Rd. #715
San Antonio, Texas 78230
Bexar County

Tina D. Lackey
2426 Willow Way
Round Rock, Texas 78664
Williamson County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761
Travis County

Consideration:

The sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This Deed is being delivered in lieu of condemnation.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

_____
Penny A. Lackey

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____, 2017 by Penny A. Lackey, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public—State of Texas

GRANTOR:

_____
Tina D. Lackey

Acknowledgement

State of Texas_____

County of _____

This instrument was acknowledged before me on _____, 2017 by Tina D. Lackey, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public—State of Texas

EXHIBIT "D"

DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That PENNY A. LACKEY and TINA D. LACKEY, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon (the "Property"), being more particularly described as follows:

> All of that certain 0.115 acre (4,999 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.115 acre tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17R**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein, to wit: None.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

GRANTOR:

_____
Penny A. Lackey

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Penny A. Lackey, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Tina D. Lackey

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Tina D. Lackey, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
City of Round Rock
Attn: City Manager
221 East Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with the Round Rock Transportation and Economic Development Corporation to sell approximately 2.693 acres of land located southeast of the intersection of Bagdad Avenue and South Mays Street.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Brad Wiseman, Planning and Development Services Department Director

Cost: $0.00

Indexes:

Attachments: Resolution, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2017-4354

This item will authorize the Mayor to execute a real estate contract with the Round Rock Transportation and Economic Development Corporation, a Type B corporation, regarding the former gypsum site. After selling the land, RRTED will then execute a contract with Urban InTownhomes, LTD, to sell the land for the development of The Depot Townhomes.

RESOLUTION NO. R-2017-4354

WHEREAS, the City of Round Rock ("City") is the owner of tracts of land described in Exhibits "A-1" - "A-3" located southeast of the intersection of Bagdad Avenue and South Mays Street ("Property"), and

WHEREAS, the City desires to sell Property to Round Rock Transportation and Economic Development Corporation ("RRTED"), a Type B Texas economic development corporation, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with RRTED, for the sale of the above described property, a copy of said Contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of April, 2017.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT
"A"

REAL ESTATE CONTRACT

This Real Estate Contract ("Contract") is entered into between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation ("Seller"), and ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION, a Type B Texas economic development corporation ("Buyer"), upon the terms and conditions set forth as follows:

1. Purchase and Sale of Property

1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, all of that certain 0.676 acre, 0.781 acre and 1.191 acre tracts of land located in Williamson County, Texas, and as shown in the exhibit attached hereto and incorporated herein as Exhibits "A-1, A-2, and A-3".

1.02 This sale and purchase includes all rights and appurtenances pertaining to the Property, including any right, title, or interest of Seller in adjacent streets, alleys, or rights-of-way, together with any improvements, fixtures, and personal property situated on and attached to the Property.

1.03 The real property described above, and any rights or appurtenances are referred to in this Contract as the "Property."

2. Sales Price

2.01 Amount of Sales Price. The sales price for the Property shall be the sum of TWO MILLION ONE HUNDRED THOUSAND and NO/100 DOLLARS ($2,100,000.00) ("Sales Price").

2.02 Payment of Sales Price. The full amount of the Sales Price shall be payable in cash at the closing.

3. Representations and Warranties of Seller

Seller represents and warrants to Buyer, as of the Closing Date, as follows:

3.01 There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.

3.02 Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it.

3.03 Seller is not aware of any material physical defects to the Property.

3.04 Seller is not aware of any environmental hazards or conditions that affect the Property.

3.05 Seller is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers.

3.06 Seller is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on the Property.

The foregoing reports are the only reports that Seller is aware of regarding environmental conditions, the storage or disposal of hazardous materials, underground tanks, or pollutants or contaminants of any nature that have existed on the Property.

4. Closing

4.01 Date and Location. The closing will be held at the office of Sheets & Crossfield, P.C., on or before May 25, 2017 ("Closing Date"), or at a time, date, and place agreed on by Seller and Buyer, or within 10 days after the completion of any title curative matters if necessary for items shown on the Title Report or in the Contract.

4.02 Sellers Responsibilities at Closing. At the closing Seller will:

(A) Deliver to Buyer a properly executed and acknowledged Special Warranty Deed in the form of Exhibit "B" attached hereto (the "Deed"), conveying marketable title in fee simple to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

(i) Any exceptions approved by Buyer in accordance with Section 3 of this Contract;
(ii) Any exceptions approved by Buyer in writing; and
(iii) Currently existing easements, covenants, conditions and restrictions of record affecting the Property.

(B) Deliver to Buyer possession of the Property.

4.03 Buyer's Responsibilities at Closing. At the closing Buyer will pay Seller the Sales Price.

4.04 Prorations. General real estate taxes for the current year relating to the Property, interest on any existing indebtedness, rents, insurance, and utility charges, if any, will be prorated as of the Closing Date and will be adjusted in cash at the Closing. If the Closing occurs before the tax rate has been fixed for the current year, the apportionment of taxes will be on the basis of the tax rate for the preceding year applied to the latest assessed valuation. All special taxes or assessments to the Closing Date will be paid by Seller, if any.

4.05 Apportionment of Costs. All costs and expenses of closing in consummating the sale and purchase of the Property will be paid as follows:

(A) Deed, tax certificates, and title curative matters, if any, paid by Seller.

(B) All other closing costs to be paid by Seller.

(C) Attorney's fees paid by each respectively.

5. Breach by Seller

5.01 Buyer's Rights in the Event of Breach by Seller. If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason (except for Buyer's default), Buyer will have the right cancel this Contract.

6. Breach by Buyer

6.01 Seller's Rights in the Event of Breach by Buyer. In the event Buyer fails to consummate the purchase of the Property, Seller will have the right to cancel this Contract.

7. Miscellaneous Provisions

7.01 Assignment. This Contract is not assignable without the express written consent of Seller.

7.02 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.

7.03 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth in the signature block below.

7.04 Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

7.05 Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

7.06 Legal Construction. In case any one or more of the provisions contained in this Contract may for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never existed.

7.07 Prior Contracts Superseded. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter of this Contract.

7.08 Time of Essence. Time is of the essence in this Contract.

7.09 Compliance. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Buyer is advised that it should be furnished with or obtain a policy of title insurance, or Buyer should have the abstract covering the Property examined by an attorney of Buyer's own selection.

7.10 Effective Date. This Contract shall be effective as of the date it is approved by the Round Rock City Council, which date is indicated beneath the Mayor's signature below.

7.11 Signature Warranty Clause. The signatories to this contract represent and warrant that they have the authority to execute this Contract on behalf of Seller and Buyer, respectively.

7.12 Real Estate Brokers. Buyer and Seller represent and warrant to each other that neither party has contracted with any real estate brokers on this transaction.

The parties are signing this Contract on the dates indicated.

(rest of this page left blank)

SELLER

CITY OF ROUND ROCK, TEXAS
221 E. Main Street
Round Rock, TX 78664

By:_____
Alan McGraw, Mayor

Date:_____

Attest:

_____
Sara White, City Clerk

For City, Approved as to Form:

_____
Stephan L. Sheets, City Attorney

BUYER

ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION
221 E. Main Street
Round Rock, TX 78664

By:_____
Alan McGraw, President

Date:_____

Exhibits A-1 through A-3

Exhibit A-1

METES AND BOUNDS DESCRIPTION

FOR A 0.676 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALL OF THE CALLED 0.236 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, RECORDED IN DOCUMENT NO. 2014022530, (O.P.R.W.C.T.), AND BEING 0.053 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.676 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with aluminum cap stamped "CORR" on the southeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southwest corner of a called 0.169-acre tract of land conveyed to the CITY OF ROUND ROCK, TEXAS, recorded in Document No. 2014022531, (O.P.R.W.C.T.), same being on a point in the curving northerly right-of-way line of the UNION PACIFIC RAILROAD, monumenting the southeast corner and **POINT OF BEGINNING** hereof;

THENCE with the southerly boundary line of said 0.236-acre CITY OF ROUND ROCK tract, same being with said northerly right-of-way line of the UNION PACIFIC RAILROAD with a curve to the left, an arc length of **110.21 feet**, said curve having a radius of **3062.12 feet**, a central angle of **02°03'44"** and having a chord which bears **S 69°08'20" W** for a distance of **110.20 feet** to an iron rod found with aluminum cap stamped "CORR", on the southwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southeast corner of said 0.8791-acre CITY OF ROUND ROCK tract, monumenting the end of this curve;

THENCE with the southerly boundary line of said 0.8791-acre CITY OF ROUND ROCK tract and said northerly right-of-way line of the UNION PACIFIC RAILROAD with a curve to the left, an arc length of **293.09 feet**, said curve having a radius of **2700.08 feet**, a central angle of **06°13'10"** and having a chord which bears **S 65°08'07" W** for a distance of **292.95 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southwest corner hereof, from which an iron rod found, on the southwest corner of said 0.8791-acre CITY OF ROUND ROCK tract, bears S 61°23'59" W for a distance of 59.00 feet;

THENCE departing said northerly right-of-way line of the UNION PACIFIC RAILROAD, through the interior of said 0.8791-acre CITY OF ROUND ROCK tract and said E. BAGDAD AVENUE, the following five (5) courses and distances:

1. With a curve to the left an arc length of **72.22 feet**, said curve having a radius of **252.00 feet**, a central angle of **16°25'15"**, and having a chord which bears

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Page 1 of 4

N 46°21'49" E for a distance of **71.98** feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve;

2. **N 38°09'12" E** for a distance of **126.42 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the beginning of a curve to the right;

3. With said curve to the right passing at an arc length of 48.94 feet a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting said southerly right-of-way line of E. BAGDAD AVENUE and the northerly boundary line of said 0.8791 acre CITY OF ROUND ROCK tract, in all a total arc length of **154.89 feet**, said curve having a radius of **267.00 feet**, a central angle of **33°14'21"** and having a chord which bears **N 54°46'22" E** for a distance of **152.73 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve;

4. **N 71°23'33" E** for a distance of **82.49 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof;

5. **S 19°25'28" E** for a distance of **15.07 feet** to an iron rod found with aluminum cap stamped "CORR", on the northeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the northwest corner of said 0.169-acre CITY OF ROUND ROCK tract, monumenting a point in the easterly boundary line hereof;

THENCE **S 19°25'28" E** with the easterly boundary line of said 0.236-acre CITY OF ROUND ROCK tract and the westerly boundary line of said 0.169-acre CITY OF ROUND ROCK tract, for a distance **92.11 feet** to the **POINT OF BEGINNING** hereof and containing 0.676 acre of land more or less.

A drawing has been prepared to accompany this metes and bounds description

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> *DIAMOND SURVEYING, INC.*
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

APRIL 10, 2017

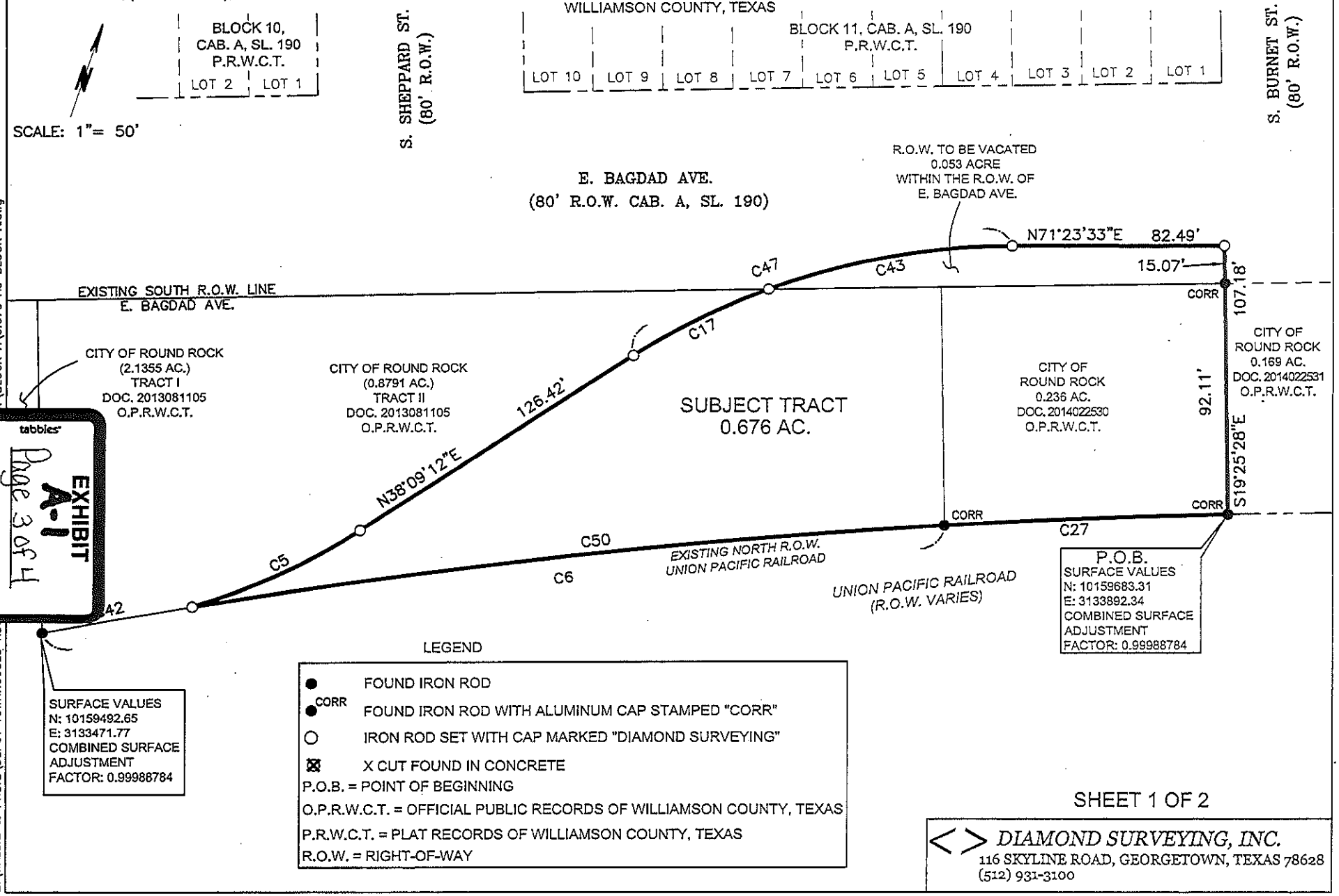
SHANE SHAFER, R.P.L.S. NO. 5281 DATE



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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.676 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALL OF THE CALLED 0.236 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, RECORDED IN DOCUMENT NO. 2014022530, (O.P.R.W.C.T.), AND BEING 0.053 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS



tabbies

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LEGEND

- ● FOUND IRON ROD
- ●CORR FOUND IRON ROD WITH ALUMINUM CAP STAMPED "CORR"
- ○ IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- ⊠ X CUT FOUND IN CONCRETE

P.O.B. = POINT OF BEGINNING
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W. = RIGHT-OF-WAY

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK\BLOCK A\0.676 AC BLOCK A.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.676 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALL OF THE CALLED 0.236 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, RECORDED IN DOCUMENT NO. 2014022530, (O.P.R.W.C.T.), AND BEING 0.053 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C5	72.22'	252.00'	16°25'15"	N46°21'49"E	71.98'
C6	352.09'	2700.08'	7°28'17"	S64°30'34"W	351.84'
C17	48.94'	267.00'	10°30'09"	N43°24'17"E	48.87'
C27	110.21'	3,062.12'	2°03'44"	S69°08'20"W	110.20'
C42	59.00'	2,700.08'	1°15'07"	S61°23'59"W	59.00'
C43	96.23'	267.00'	20°38'57"	N61°04'04"E	95.71'
C47	154.89'	267.00'	33°14'21"	N54°46'22"E	152.73"
C50	293.09'	2700.08'	6°13'10"	S65°08'07"W	292.95'

tabbies

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GENERAL NOTES:
1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Shane Shafer, R.P.L.S. NO. 5281 — APRIL 10, 2017 DATE

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK_BLOCK A B C BOUNDARY\BLOCK A\0.676 AC BLOCK A.dwg

Exhibit A-2

METES AND BOUNDS DESCRIPTION

FOR A 0.781 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I), A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.317 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.781 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with aluminum cap stamped "CORR" on the northeast corner of said 0.236-acre CITY OF ROUND ROCK tract, from which an iron rod found with aluminum cap stamped "CORR" on the southeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on a point in the curving northerly right-of-way line of the UNION PACIFIC RAILROAD, bears S 19°25'28" E for a distance of 92.11 feet;

THENCE S70°42'59" W with the north boundary line of said 0.236 acre CITY OF ROUND ROCK tract, the north boundary line of said 0.8791 acre CITY OF ROUND ROCK tract and said south right-of-way line of E. BAGDAD AVENUE, passing at a distance of 110.23 feet an iron rod found with aluminum cap stamped "CORR" on the northwest corner of said 0.236 acre CITY OF ROUND ROCK tract, same being on the northeast corner of said 0.8791 acre CITY OF ROUND ROCK tract, in all a total distance of 309.57 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", on the southeasterly boundary line of the herein described tract for the **POINT OF** BEGINNING hereof;

THENCE departing said south right-of-way line of E. BAGDAD AVENUE, through the interior of said 0.8791 acre CITY OF ROUND ROCK tract and said 2.1355 acre CITY OF ROUND ROCK tract, the following six (6) courses and distances:

1. **S 38°09'12" W** for a distance of **72.79 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a curve to the right;

2. With said curve to the right an arc distance of **76.14 feet**, said curve having a radius of **187.00 feet**, a central angle of **23°19'48"** and having a chord which bears **S 49°49'06" W** for a distance of **75.62 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the point of reverse curvature of a curve to the left;

3. With said curve to the left an arc distance of **175.83 feet**, said curve having a radius of **2762.50 feet**, a central angle of **03°38'48"** and having a chord which bears **S 59°39'36" W**

EXHIBIT
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tabbies

for a distance of **175.80 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southwest corner hereof;

4. **N 32°44'39" W** for a distance of **48.37 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a curve to the right;

5. With said curve to the right an arc distance of **16.75 feet**, said curve having a radius of **72.00 feet**, a central angle of **13°19'34"** and having a chord which bears **N 26°04'52" W** for a distance of **16.71 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the end of this curve;

6. **N 19°25'01" W** for a distance of **36.23 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on said south right-of-way line of E. BAGDAD AVENUE, same being on a point in the northerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract;

THENCE departing said south right-of-way line of E. BAGDAD AVENUE, through the interior of said E. BAGDAD AVENUE, the following three (3) courses and distances:

1. **N 19°25'01" W** for a distance of **26.33 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof;

2. **N 70°34'59" E** for a distance of **248.39 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof;

3. **N 38°10'16" E** for a distance of **98.69 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on a point in the south terminus line of S. SHEPPARD STREET, for an angle point hereof;

THENCE **N 70°42'59" E**, in part with the south terminus line of said S. SHEPPARD STREET and in part with the south boundary line of Lot 10, Block 11, as recorded in said Cabinet A, Slide 190, for a distance of **39.35 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northeast corner hereof;

THENCE through the interior of said E. BAGDAD AVENUE, the following three (3) courses and distances:

1. **S 51°49'44" E** for a distance of **40.64 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a curve to the left;

2. With said curve to the left an arc distance of **34.16 feet**, said curve having a radius of **332.00 feet**, a central angle of **05°53'43"** and having a chord which bears **S 41°06'04" W**

EXHIBIT
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Page 2 of 5
tabbies

for a distance of **34.14 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the end of this curve;

3. **S 38°09'12" W** for a distance of **53.64 feet** to the **POINT OF BEGINNING** hereof and containing 0.781 acre of land more or less.

A drawing has been prepared to accompany this metes and bounds description

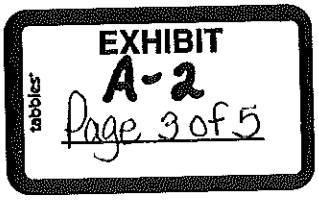
BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> DIAMOND SURVEYING, INC.
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(512) 931-3100

APRIL 10, 2017

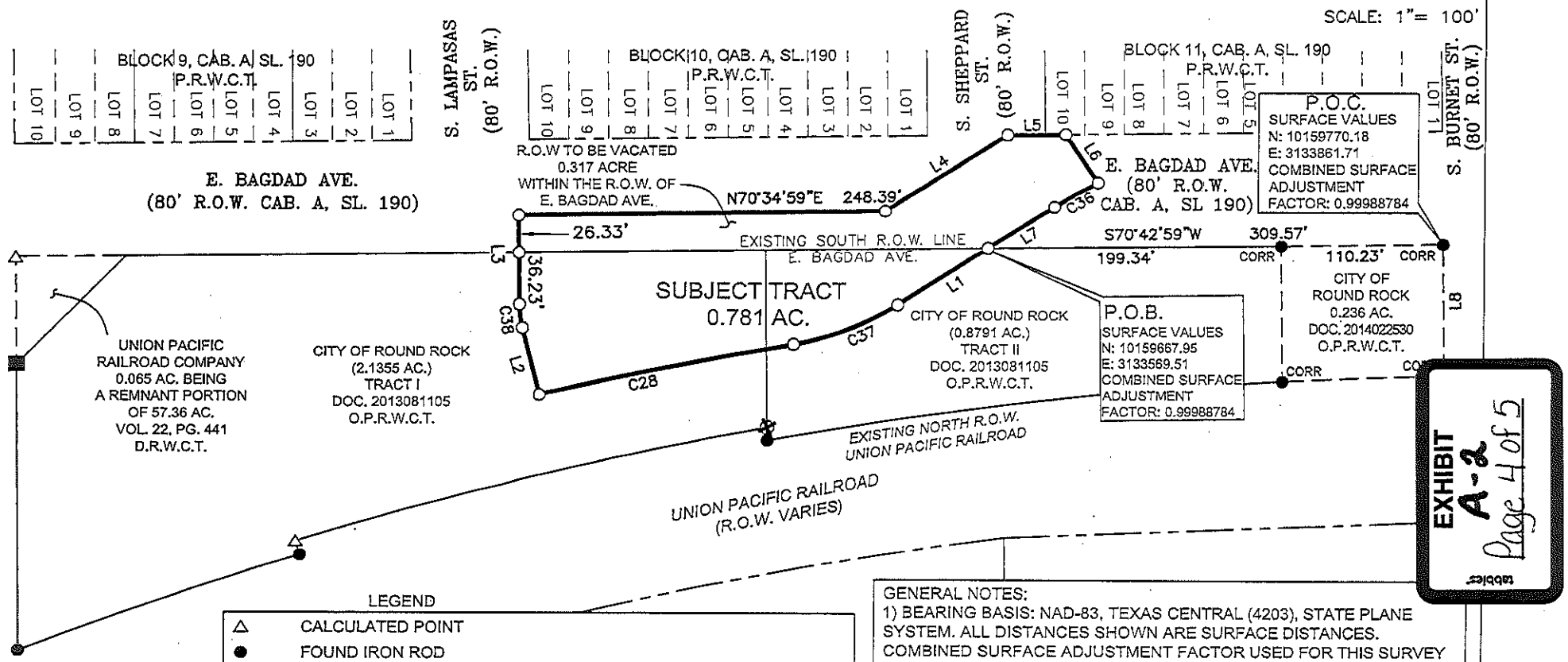
SHANE SHAFER, R.P.L.S. NO. 5281 DATE





DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.781 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I), A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING 0.317 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS



LEGEND

△	CALCULATED POINT
●	FOUND IRON ROD
●CORR	FOUND IRON ROD WITH ALUMINUM CAP STAMPED "CORR"
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
⊠	X CUT FOUND IN CONCRETE
■	CONCRETE MONUMENT FOUND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T. = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W. = RIGHT-OF-WAY

GENERAL NOTES:
1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

EXHIBIT A-2 Page 4 of 5

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK_BLOCK A B C BOUNDARY\BLOCK B\4-10-2017_0.781 AC BLOCK B.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.781 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I), A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING 0.317 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C28	175.83'	2,762.50'	3°38'48"	S59°39'36"W	175.80'
C36	34.16'	332.00'	5°53'43"	S41°06'04"W	34.14'
C37	76.14'	187.00'	23°19'48"	S49°49'06"W	75.62'
C38	16.75'	72.00'	13°19'34"	N26°04'52"W	16.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S38°09'12"W	72.79'
L2	N32°44'39"W	48.37'
L3	N19°25'01" W	62.56'
L4	N38°10'16" E	98.69'
L5	N70°42'59" E	39.35'
L6	S51°49'44" E	40.64'
L7	S38°09'12" W	53.64'
L8	S19°25'28" E	92.11'

EXHIBIT A-2 Page 5 of 5

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

Shane Shafer, R.P.L.S. NO. 5281 — APRIL 10, 2017 DATE

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK_BLOCK A B C BOUNDARY\BLOCK B\4-10-2017_0.781 AC BLOCK B.dwg

EXHIBIT A-3

METES AND BOUNDS DESCRIPTION

FOR A 1.191 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I), CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.170 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.191 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found on the southwest corner of said 2.1355 acre CITY OF ROUND ROCK tract, same being on a point in the easterly right-of-way line of S. MAYS STREET (80' right-of-way width), same being on the northerly right-of-way of the UNION PACIFIC RAILROAD, same being on a southeast corner of a remnant portion of the called 57.36 acre tract of land conveyed to UNION PACIFIC RAILROAD COMPANY, recorded in Volume 22, Page 441, Deed Records of Williamson County, Texas, from which an iron rod found on an angle point in the south boundary line of said 2.1355 acre CITY OF ROUND ROCK tract and an angle point in said northerly right-of-way line of the UNION PACIFIC RAILROAD bears N 51°42'34" E for a distance of 203.26 feet;

THENCE N 19°21'15" W with said easterly right-of-way line of S. MAYS STREET and the west boundary line of said 2.1355 acre CITY OF ROUND ROCK tract, same being through the interior of said 57.36 acre UNION PACIFIC RAILROAD COMPANY tract, for a distance of 58.80 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southwest corner and **POINT OF BEGINNING** hereof;

THENCE **N 19°21'15" W** with the westerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, same being with said easterly right-of-way line of S. MAYS STREET, same being through the interior of said called 57.36-acre UNION PACIFIC RAILROAD COMPANY tract for a distance of **142.30 feet** to a concrete monument found on the most westerly northwest corner of said 2.1355-acre CITY OF ROUND ROCK tract, monumenting an angle point hereof;

THENCE **N 25°37'05" E** continuing with the westerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, same being through the interior of said 57.36-acre UNION PACIFIC RAILROAD COMPANY tract, for a distance of **106.07 feet** to a calculated point on the most northerly northwest corner of said 2.1355-acre CITY OF ROUND ROCK tract, same being on a point in the original northerly boundary line of said 57.36-acre UNION PACIFIC RAILROAD COMPANY tract, same being on a point in the southerly right-of-way line of said E. BAGDAD AVENUE, for an angle point hereof, and from which an iron rod found, bears S19°44'26"E for a distance of 2.74 feet;

THENCE **S 70°42'59" W** with said northerly boundary line of the called 57.36-acre UNION PACIFIC RAILROAD COMPANY tract, same being with said southerly right-of-

way line of said E. BAGDAD AVENUE for a distance of **74.96 feet**, to a calculated point, for an angle point hereof;

THENCE through the interior said E. BAGDAD AVENUE, the following two (2) courses and distances:

1. **N 19°21'15" W** for a distance of **25.53 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the northwest corner hereof;

2. **N 70°34'59" E** for a distance of **286.85 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof;

3. **S 19°25'01" E** for a distance of **26.20 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on said southerly right-of-way line of E. BAGDAD AVENUE, same being on a point in the northerly boundary line of said 2.1355 acre CITY OF ROUND ROCK tract;

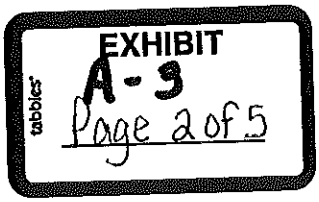
THENCE departing said southerly right-of-way line of E. BAGDAD AVENUE, through the interior of said 2.1355 acre CITY OF ROUND ROCK tract, the following seven (7) courses and distances:

1. **S 19°25'01" E** for a distance of **36.36 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the beginning of a curve to the left;

2. With said curve to the left an arc distance of **29.77 feet**, said curve having a radius of **128.00 feet**, a central angle of **13°19'38"** and having a chord which bears **S 26°04'43" E** for a distance of **29.71 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve;

3. **S 32°44'39" E** for a distance of **48.37 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southeast corner hereof, from which a "X" cut found in concrete on the southeast corner of said 2.1355 acre CITY OF ROUND ROCK tract, and an angle point in said northerly right-of-way line of the UNION PACIFIC RAILROAD, same being on the west boundary line of a called 0.8791 acre tract of land (TRACT II) described in said Document No. 2013081105, bears N 73°48'40" E for a distance of 209.02 feet;

4. With a curve to the left an arc distance of **92.99 feet**, said curve having a radius of **2762.50 feet**, a central angle of **01°55'43"** and having a chord which bears **S 55°42'39" W** for a distance of **92.98 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the point of compound curvature of a curve to the left;



5. With said curve to the left an arc distance of **53.15 feet**, said curve having a radius of **549.00 feet**, a central angle of **05°32'48"** and having a chord which bears **S 51°58'24" W** for a distance of **53.13 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve;

6. **S 49°12'00" W** for a distance of **164.99 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the beginning of a curve to the right;

7. With said curve to the right an arc distance of **8.37 feet**, said curve having a radius of **167.00 feet**, a central angle of **02°52'16"** and having a chord which bears **S 50°38'08" W** for a distance of **8.37 feet** to the **POINT OF BEGINNING** hereof and containing 1.191 acres of land more or less.

A drawing has been prepared to accompany this metes and bounds description

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78633
(512) 931-3100

APRIL 20, 2017

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



EXHIBIT
A-3
Page 3 of 5

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 1.191 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.170 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

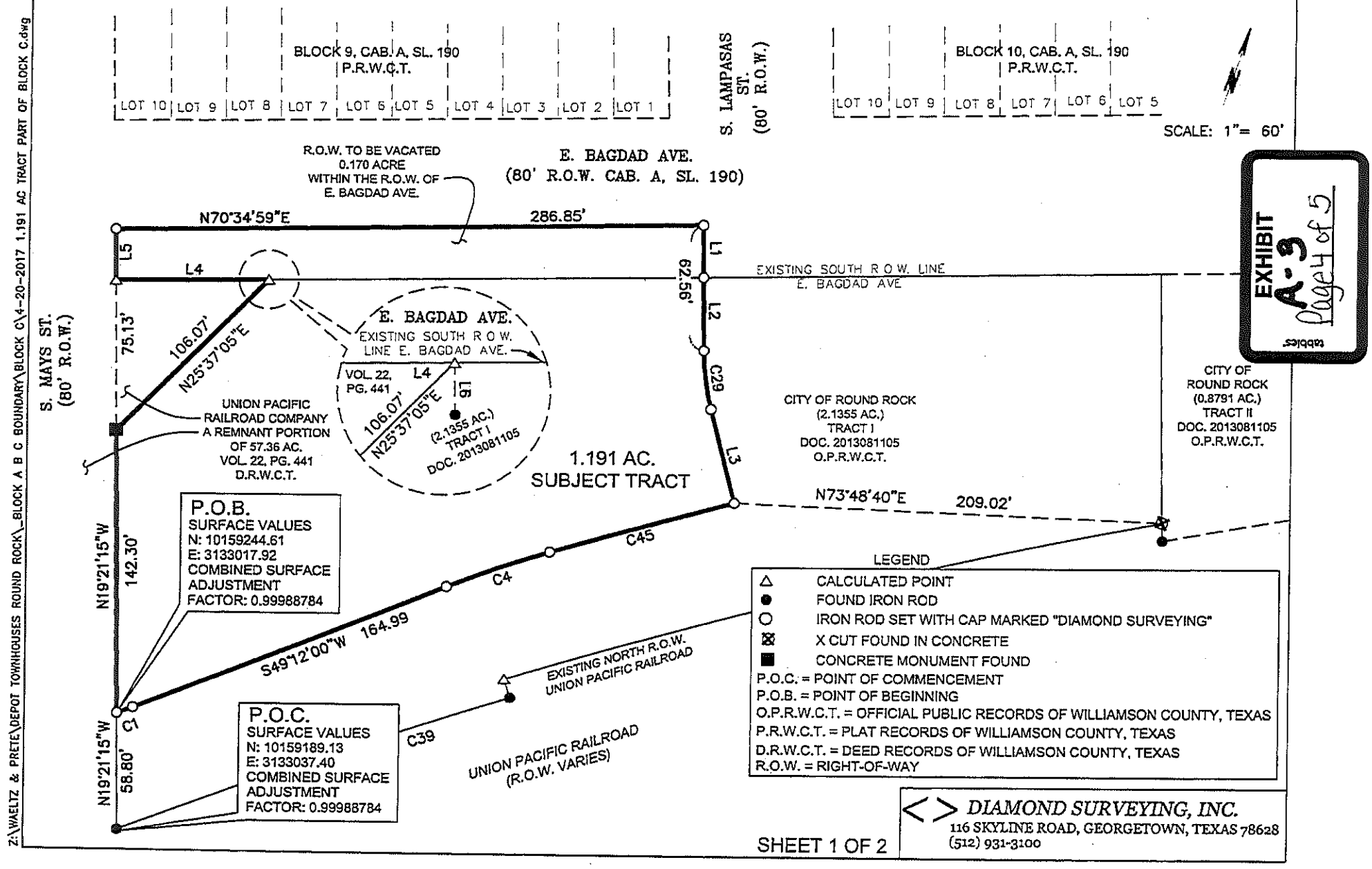


EXHIBIT A-3 Page 4 of 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

SHEET 1 OF 2

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK_BLOCK A B C BOUNDARY\BLOCK C\4-20-2017 1.191 AC TRACT PART OF BLOCK C.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 1.191 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.170 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	8.37'	167.00'	2°52'16"	S50°38'08"W	8.37'
C4	53.15'	549.00'	5°32'48"	S51°58'24"W	53.13'
C29	29.77'	128.00'	13°19'38"	S26°04'43"E	29.71'
C39	203.31'	2,698.78'	4°18'59"	N51°42'34"E	203.26'
C45	92.99'	2762.50'	1°55'43"	S55°42'39"W	92.98'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 19°25'01" E	26.20'
L2	S 19°25'01" E	36.36'
L3	S 32°44'39" E	48.37'
L4	S 70°42'59" W	74.96'
L5	N 19°21'15" W	25.53'
L6	S 19°44'26" E	2.74'

GENERAL NOTES:
1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

EXHIBIT A-3 Page 5 of 5

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Shane Shafer, R.P.L.S. NO. 5281 — APRIL 20, 2017 DATE

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK_BLOCK A B C BOUNDARY\BLOCK C\4-20-2017 1.191 AC TRACT PART OF BLOCK C.dwg

Exhibit B

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

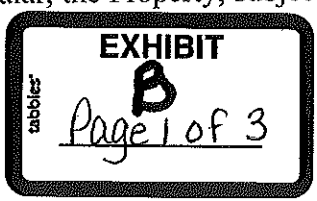
CITY OF ROUND ROCK, TEXAS, a home rule municipality ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid by ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of that certain lot, tract or parcel of land situated in Williamson County, Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes.

TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

This conveyance is made subject and subordinate to the encumbrances and exceptions ("Permitted Exceptions") described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes, but only to the extent they affect or relate to the Property.

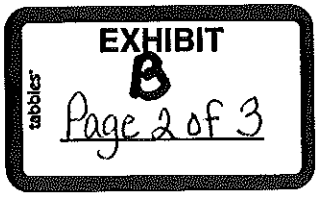
TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions and the Special Restrictions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions and the



Special Restrictions, unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, but with full substitution and subrogation of Grantee in and to all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 201__ and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

[Remainder of Page Intentionally Left Blank]



Grantee's address for tax notices is _____.

EXECUTED as of the _____ day of _____, 201__.

GRANTOR:

CITY OF ROUND ROCK, TEXAS,
a home rule municipality

By: _____
Alan McGraw, Mayor

_____
_____
Address

Date: _____

Attest:

_____
City Secretary

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____, 20___, by Alan McGraw, Mayor of CITY OF ROUND ROCK, TEXAS, a home rule municipality, on behalf of said home rule municipality.

[S E A L]

_____
Notary Public, State of Texas

My Commission Expires:

_____

_____
Printed Name of Notary Public

When recorded, return to:

Sheets & Crossfield

309 East Main

Round Rock, Texas 78664

EXHIBIT
B
tabbies
Page 3 of 3

City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute a Development Agreement with Urban InTownhomes, Ltd.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Brad Wiseman, Planning and Development Services Department Director

Cost: $0.00

Indexes:

Attachments: Resolution, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2017-4353

This item is a development agreement between the city and Urban InTownhomes, Ltd., the developer of The Depot Townhomes on the former gypsum site in downtown. The city's commitments to the developer include selling the land for a total of $425,000, waiving development fees, and constructing the McNeil Road extension project. The developer's commitments include paying the cost of upsizing water and wastewater lines required to serve the property and re-constructing East Bagdad Avenue between South Mays Street and South Sheppard Street. The city will then reimburse the developer for the cost of the reconstruction, as Bagdad Avenue will remain a public road.

RESOLUTION NO. R-2017-4353

WHEREAS, the City of Round Rock ("City") has entered into a Real Estate Contract to sell to Round Rock Transportation and Economic Development Corporation ("RRTED") that certain land described in Exhibits "A-1" - "A-3" ("Depot Tracts") to the Development Agreement; and

WHEREAS, Intownhomes, Ltd. ("Developer") has contracted with RRTED to acquire those certain portions of the Depot Tracts described in Exhibits "A-1" - "A-3" to the Development Agreement, in accordance with the terms and conditions thereof; and

WHEREAS, the City and Developer desire to evidence their agreements to cooperate in the design and construction of public roadway improvements and other public improvements related to the development of the Depot Tracts; and

WHEREAS, the City and Developer desire to enter into a Development Agreement to identify the responsibilities of the Developer and the City in regards to the development of the Depot Tracts, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City the attached Development Agreement, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of April, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROUND ROCK
AND
INTOWNHOMES, LTD.

This Development Agreement (this "Agreement") is entered into this ____ day of _____, 2017 (the "Effective Date"), by and between the CITY OF ROUND ROCK, TEXAS, a Texas home rule municipal corporation (the "City") and INTOWNHOMES, LTD., its successors and assigns ("Developer").

WHEREAS, the City has entered into a Real Estate Contract (the "City Contract") to sell that certain land described in **Exhibit "A-1, Exhibit A-2 and Exhibit A-3"** attached hereto and incorporated herein (the "Depot Tracts") to Round Rock Transportation and Economic Development Corporation ("RRTED");

WHEREAS, Developer has contracted with RRTED (the "RRTED Contract") to acquire the Depot Tracts (collectively, the "Property") in accordance with the terms and conditions thereof; and

WHEREAS, the City and Developer desire to evidence their agreements to cooperate in the design and construction of public roadway improvements and other public improvements related to the development of the Depot Tracts; and

WHEREAS, the purpose of this Agreement is to outline each Party's duties and obligations with respect thereto;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

I.

1. **Recitals**. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further determined that both Parties have authorized and approved this Agreement, and that this Agreement will be in full force and effect when executed by each Party.

2. **Conveyance of Depot Tracts**. On or before May 25, 2017, the City will convey the Depot Tracts to RRTED in accordance with the terms and conditions of the City Contract.

3. **Due Diligence Materials**. Within ten (10) days following the Effective Date, the City shall provide the following items to Developer: (a) copies of all documents, if any, indicating compliance or noncompliance with any governmental entity with jurisdiction of any sort over the Property; (b) any and all soil, engineering and environmental reports relating to the Property in the City's possession; (c) all contracts and agreements relating to the Property that are not cancelable upon thirty (30) days' notice without penalty or charge; and (d) any leases relating to the Property.

4. **Representations and Warranties.** The City represents and warrants to Developer to the best of its knowledge, as of the Effective Date and again on the date RRTED acquires title to the Depot Tracts, as follows:

(a) Upon the City's conveyance of the Depot Tracts to RRTED, the City has good and indefeasible title in fee simple to the Depot Tracts, subject only to encumbrances of which the City notified Developer, and free and clear of all liens;

(b) There are no parties in possession of any portion of the Depot Tracts as lessees, tenants at sufferance, or trespassers;

(c) There are no leases, franchises, licenses, occupancy agreements, or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Depot Tracts;

(d) There are no actions, suits, claims, assessments, or proceedings pending or threatened that could materially adversely affect the ownership, operation, or maintenance of the Depot Tracts;

(e) No liens or other claims for the same have been filed or asserted against any part of the Depot Tracts;

(f) The City has full right, power and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered, constitute the valid and binding agreement of the City, enforceable against the City in accordance with its terms; and

(g) The City has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Depot Tracts or any part of it.

5. **Right of Entry.** Developer may enter the Depot Tracts prior to its conveyance to RRTED and conduct any and all such tests and studies as Developer may desire, including, but not limited to, environmental testing, in order to determine if the Property is suitable for Developer's purposes. During such period, Buyer may obtain Phase I and Phase II environmental site assessments and such other tests as Buyer in good faith deems appropriate. Developer shall and does hereby agree to indemnify and hold the City harmless from and against any and all liens, liabilities, claims, damages or losses for physical injury or damage to persons or property, including court costs and reasonable attorneys' fees, in each case arising out of or resulting from Developer or any of its consultants' entry onto the Depot Tracts for such purposes prior to the City's conveyance of the Depot Tracts to RRTED; provided, however, that Developer shall not be responsible for any diminution of value of the Depot Tracts or remediation required to the Depot Tracts as a result of Developer's discovering any existing conditions at the Depot Tracts. Developer shall, at its sole cost and expense, promptly restore any damage or alteration of the physical condition of the Depot Tracts which results from the tests, studies and inspections conducted by Developer or any of its consultants to the condition immediately prior thereto. Developer's obligations under this Section 5 shall survive the termination of this Agreement, the

closing of the acquisition of the Depot Tracts by RRTED and the closing of the acquisition of the Property by Developer.

6. **Covenants of the City**. From the Effective Date until the date RRTED closes on its acquisition of the Depot Tracts, City shall:

(a) not enter into any agreement or instrument or take any action that would constitute an encumbrance of the Depot Tracts, that would bind RRTED or Developer or the Depot Tracts, without the prior written consent of Developer;

(b) not amend any existing contract, agreement or lease relating to the Depot Tracts without the prior written consent of Developer; and

(c) afford Developer and its representatives the continuing right to inspect and perform tests on the Depot Tracts at reasonable hours and upon reasonable notice, and any and all books, records, contracts, and other documents or data pertaining to the ownership, insurance, operation, or maintenance of the Depot Tracts.

7. **City Participation.**

(a) Prior to Developer closing on the acquisition of any portion of the Property under the RRTED Contract:

i. The City will have approved a planned unit development zoning classification of the Property (the "PUD") establishing land uses and developmental standards that are compatible with the City's visions for the Main Street Retail and Entertainment District, and reasonably acceptable to Developer based upon its developmental plans for the Property, a concept plan of which is attached hereto as **Exhibit "B"**; and

ii. The City will have approved a final subdivision plat of the Property, subject to the approval of Developer, which shall have been filed for record in the Official Public Records of Williamson County, Texas.

(b) After closing of the RRTED Contract:

i. The City shall be wholly responsible for the design and construction of the roadway improvements described herein;

ii. As soon as reasonably practicable after Developer's acquisition of any portion of the Property, the City shall vacate and abandon those certain portions of E. Bagdad Avenue described in **Exhibits"C-1-C-3"**, attached hereto;

iii. On or before 18 months after the Effective Date, City shall, at its sole cost and expense, have laid, constructed, installed, dedicated, and accepted for maintenance the following permanent public roadway improvements: (a) extending McNeil Road to connect to S. Burnet Street over the tracts of land described or depicted on **Exhibit "D"** attached hereto (the "McNeil Road Extension") and (b) extending S. Lampasas Street from E. Bagdad Avenue to the McNeil Road Extension over the tracts of land described or depicted on **Exhibit "D"** attached hereto (the "Lampasas Street Extension") (the McNeil Road Extension and the Lampasas Street Extension being collectively referred as the "Roadway Extensions");

iv. The City shall close E. Bagdad Avenue as necessary for Developer to complete the Bagdad Ave. Work (defined below) and will grant Developer a license and right to perform the Bagdad Ave. Work;

v. The City shall reserve 58 living unit equivalents of utility capacity for Developer's intended development on the Property.

vi. City shall reimburse Developer for all reasonable costs incurred by Developer (including, without limitation, labor, materials, inspection, and design) directly related to the Bagdad Ave. Work, based upon the receipt of invoices approved by the City

vii. City agrees to waive fees (including, without limitation, utility impact fees) not to exceed $925,000 that would otherwise be payable by Developer in connection with development of the Property; provided, however, such fee waiver shall be void and Developer agrees to pay such fees if by seven (7) years from the Effective Date certificates of occupancy have not been issued for at least 70 dwelling units located on the Property; and

viii. City agrees that Developer may submit permit applications and plans for approval with respect to the entire Property or any portion thereof before Developer has closed on its acquisition thereof. City agrees that it will consider the approval, disapproval, or conditional approval of an application for any permit with respect to the Property or its development solely on the basis of any orders, regulations, ordinances, rules, expiration dates, or other properly adopted requirements in effect as of the date the PUD application was approved with the City.

8. **Developer Participation.**

(a) Developer shall reconstruct those portions of E. Bagdad Avenue located between S. Mays Street and S. Sheppard Street, including sidewalks and utilities, as more particularly described or depicted in **Exhibit "E"**, attached hereto (collectively the "Bagdad Ave. Work"). Developer shall submit all design plans for the Bagdad Ave. Work to the City for approval prior to contract award. Developer shall comply with the Texas Competitive Bidding Act regarding the construction of the Bagdad Ave. Work. Sidewalks and other streetscape improvements shall match in finish appearance those installed by the City as part of the Southwest Downtown 5B Infrastructure Improvements.

(b) Developer agrees to comply in all material respects with the terms and conditions stated in the PUD as approved by the City and the terms and conditions as stated in the real estate contract between the Developer and RRTEC regarding the sale of the Property. Any material failure to abide by such terms and conditions may result in the City terminating all or any portion of this Agreement.

(c) Developer shall be solely responsible for the cost of upsizing the water and wastewater mains required to serve the property. The location of these mains is as shown on **Exhibit "F"**, attached hereto.

(d) Developer shall be responsible for the construction and maintenance of any off-site retaining walls required for the Project. The retaining walls shall have a decorative finish such as

limestone veneer and/or ornamental landscaping. The approximate location of these retaining walls is shown on **Exhibit "G"**, attached hereto.

(e) Posting of fiscal requirements as stated in Section 36-206 is waived,

II.

Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Developer regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties, nor to create any legal rights or claims on behalf of any third party; provided, however, by executing this Agreement, the City is waiving its immunity from suit solely for the purpose of allowing enforcement of this Agreement, if necessary. Neither the City nor Developer waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity from damages under the laws of the State of Texas and of the United States.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Developer, and authorized by their respective governing bodies.

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

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

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully

executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

8. **Notice.** All notices shall be in writing and shall be deemed effective within three (3) days after being sent by certified or registered mail to the addresses listed below:

City of Round Rock
Attn: City Manager
City Hall
221 East Main
Round Rock, Texas 78664

Intownhomes, Ltd.
ATTN: David Foor
1520 Oliver Street
Houston Texas 77007

With a copy to:
Winstead PC
ATTN: David Staas
600 Travis Street, Suite 1100
Houston, Texas 77002

9. **Termination Option**. Developer may terminate this Agreement for any reason or no reason at all by sending written notice thereof and payment of One Hundred and No/100 Dollars ($100.00) to the City prior to the date Developer closes on its acquisition of the Property or any portion thereof from RRTED. If this Agreement is so terminated, neither party shall have any further rights or obligations hereunder.

10. **Survival**. The terms and provisions of this Agreement shall survive the closing of the acquisition of the Depot Tracts by RRTED and the closing of the acquisition of the Property, or any portion thereof, by Developer.

11. **Exhibits.** The following Exhibits are attached hereto and hereby incorporated herein.

Exhibit "A" - Property description

Exhibits "A-1"- "A-3" - Descriptions for Depot Tracts

Exhibit "B" - Concept Plan

Exhibit "C" - East Bagdad Street vacation

Exhibit "D" - Roadway Extension description

Exhibit "E" - Bagdad Avenue Work

Exhibit "F" - Water and wastewater Line locations

Exhibit "G" - Retaining Wall location

[*the remainder of this page is intentionally blank*]

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Attest:

_____
Sara White, City Clerk

For City, Approved as to Form:

_____
Stephan L. Sheets, City Attorney

INTOWNHOMES, LTD.

By: InTownBuilder GP, LLC,
its general partner

By: _____

Frank M.K. Liu, its sole member

Exhibit A-1

METES AND BOUNDS DESCRIPTION

FOR A 0.676 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALL OF THE CALLED 0.236 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, RECORDED IN DOCUMENT NO. 2014022530, (O.P.R.W.C.T.), AND BEING 0.053 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.676 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with aluminum cap stamped "CORR" on the southeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southwest corner of a called 0.169-acre tract of land conveyed to the CITY OF ROUND ROCK, TEXAS, recorded in Document No. 2014022531, (O.P.R.W.C.T.), same being on a point in the curving northerly right-of-way line of the UNION PACIFIC RAILROAD, monumenting the southeast corner and **POINT OF BEGINNING** hereof;

THENCE with the southerly boundary line of said 0.236-acre CITY OF ROUND ROCK tract, same being with said northerly right-of-way line of the UNION PACIFIC RAILROAD with a curve to the left, an arc length of **110.21 feet**, said curve having a radius of **3062.12 feet**, a central angle of **02°03'44"** and having a chord which bears **S 69°08'20" W** for a distance of **110.20 feet** to an iron rod found with aluminum cap stamped "CORR", on the southwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southeast corner of said 0.8791-acre CITY OF ROUND ROCK tract, monumenting the end of this curve;

THENCE with the southerly boundary line of said 0.8791-acre CITY OF ROUND ROCK tract and said northerly right-of-way line of the UNION PACIFIC RAILROAD with a curve to the left, an arc length of **293.09 feet**, said curve having a radius of **2700.08 feet**, a central angle of **06°13'10"** and having a chord which bears **S 65°08'07" W** for a distance of **292.95 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southwest corner hereof, from which an iron rod found, on the southwest corner of said 0.8791-acre CITY OF ROUND ROCK tract, bears S 61°23'59" W for a distance of 59.00 feet;

THENCE departing said northerly right-of-way line of the UNION PACIFIC RAILROAD, through the interior of said 0.8791-acre CITY OF ROUND ROCK tract and said E. BAGDAD AVENUE, the following five (5) courses and distances:

1. With a curve to the left an arc length of **72.22 feet**, said curve having a radius of **252.00 feet**, a central angle of **16°25'15"**, and having a chord which bears

EXHIBIT
A-1
Page 1 of 4

N 46°21'49" E for a distance of **71.98** feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve;

2. **N 38°09'12" E** for a distance of **126.42 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the beginning of a curve to the right;

3. With said curve to the right passing at an arc length of 48.94 feet a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting said southerly right-of-way line of E. BAGDAD AVENUE and the northerly boundary line of said 0.8791 acre CITY OF ROUND ROCK tract, in all a total arc length of **154.89 feet**, said curve having a radius of **267.00 feet**, a central angle of **33°14'21"** and having a chord which bears **N 54°46'22" E** for a distance of **152.73** feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve;

4. **N 71°23'33" E** for a distance of **82.49 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof;

5. **S 19°25'28" E** for a distance of **15.07 feet** to an iron rod found with aluminum cap stamped "CORR", on the northeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the northwest corner of said 0.169-acre CITY OF ROUND ROCK tract, monumenting a point in the easterly boundary line hereof;

THENCE **S 19°25'28" E** with the easterly boundary line of said 0.236-acre CITY OF ROUND ROCK tract and the westerly boundary line of said 0.169-acre CITY OF ROUND ROCK tract, for a distance **92.11 feet** to the **POINT OF BEGINNING** hereof and containing 0.676 acre of land more or less.

A drawing has been prepared to accompany this metes and bounds description

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> *DIAMOND SURVEYING, INC.*
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

APRIL 10, 2017

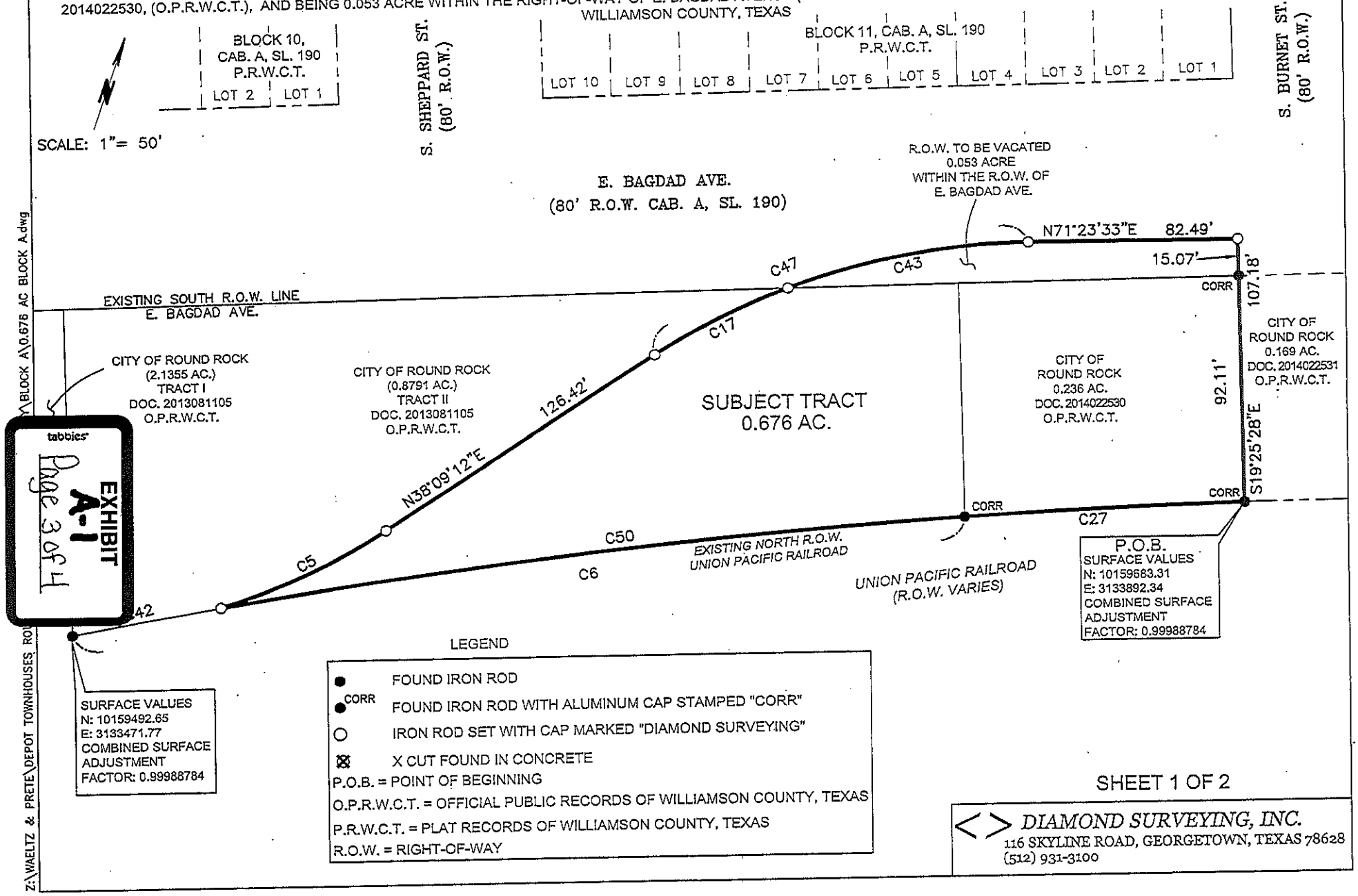
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
A-1
Page 2 of 4

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.676 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALL OF THE CALLED 0.236 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, RECORDED IN DOCUMENT NO. 2014022530, (O.P.R.W.C.T.), AND BEING 0.053 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS



LEGEND

- ● FOUND IRON ROD
- ●CORR FOUND IRON ROD WITH ALUMINUM CAP STAMPED "CORR"
- ○ IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- ⊠ X CUT FOUND IN CONCRETE

P.O.B. = POINT OF BEGINNING
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W. = RIGHT-OF-WAY

tabbies
EXHIBIT A-1
Page 3 of 4

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES, ROUND ROCK\BLOCK A\0.676 AC BLOCK A.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.676 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALL OF THE CALLED 0.236 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, RECORDED IN DOCUMENT NO. 2014022530, (O.P.R.W.C.T.), AND BEING 0.053 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C5	72.22'	252.00'	16°25'15"	N46°21'49"E	71.98'
C6	352.09'	2700.08'	7°28'17"	S64°30'34"W	351.84'
C17	48.94'	267.00'	10°30'09"	N43°24'17"E	48.87'
C27	110.21'	3,062.12'	2°03'44"	S69°08'20"W	110.20'
C42	59.00'	2,700.08'	1°15'07"	S61°23'59"W	59.00'
C43	96.23'	267.00'	20°38'57"	N61°04'04"E	95.71'
C47	154.89'	267.00'	33°14'21"	N54°46'22"E	152.73"
C50	293.09'	2700.08'	6°13'10"	S65°08'07"W	292.95'

tabbies

EXHIBIT A-1 Page 4 of 4

GENERAL NOTES:
1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



Shane Shafer, R.P.L.S. NO. 5281 — APRIL 10, 2017 DATE

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK_BLOCK A B C BOUNDARY\BLOCK A\0.676 AC BLOCK A.dwg

Exhibit A-2

METES AND BOUNDS DESCRIPTION

FOR A 0.781 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I), A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.317 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.781 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with aluminum cap stamped "CORR" on the northeast corner of said 0.236-acre CITY OF ROUND ROCK tract, from which an iron rod found with aluminum cap stamped "CORR" on the southeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on a point in the curving northerly right-of-way line of the UNION PACIFIC RAILROAD, bears S 19°25'28" E for a distance of 92.11 feet;

THENCE S70°42'59" W with the north boundary line of said 0.236 acre CITY OF ROUND ROCK tract, the north boundary line of said 0.8791 acre CITY OF ROUND ROCK tract and said south right-of-way line of E. BAGDAD AVENUE, passing at a distance of 110.23 feet an iron rod found with aluminum cap stamped "CORR" on the northwest corner of said 0.236 acre CITY OF ROUND ROCK tract, same being on the northeast corner of said 0.8791 acre CITY OF ROUND ROCK tract, in all a total distance of 309.57 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", on the southeasterly boundary line of the herein described tract for the **POINT OF BEGINNING** hereof;

THENCE departing said south right-of-way line of E. BAGDAD AVENUE, through the interior of said 0.8791 acre CITY OF ROUND ROCK tract and said 2.1355 acre CITY OF ROUND ROCK tract, the following six (6) courses and distances:

1. **S 38°09'12" W** for a distance of **72.79 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a curve to the right;

2. With said curve to the right an arc distance of **76.14 feet**, said curve having a radius of **187.00 feet**, a central angle of **23°19'48"** and having a chord which bears **S 49°49'06" W** for a distance of **75.62 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the point of reverse curvature of a curve to the left;

3. With said curve to the left an arc distance of **175.83 feet**, said curve having a radius of **2762.50 feet**, a central angle of **03°38'48"** and having a chord which bears **S 59°39'36" W**

EXHIBIT
A-2
Page 1 of 5

for a distance of **175.80 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southwest corner hereof;

4. **N 32°44'39" W** for a distance of **48.37 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a curve to the right;

5. With said curve to the right an arc distance of **16.75 feet**, said curve having a radius of **72.00 feet**, a central angle of **13°19'34"** and having a chord which bears **N 26°04'52" W** for a distance of **16.71 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the end of this curve;

6. **N 19°25'01" W** for a distance of **36.23 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on said south right-of-way line of E. BAGDAD AVENUE, same being on a point in the northerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract;

THENCE departing said south right-of-way line of E. BAGDAD AVENUE, through the interior of said E. BAGDAD AVENUE, the following three (3) courses and distances:

1. **N 19°25'01" W** for a distance of **26.33 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof;

2. **N 70°34'59" E** for a distance of **248.39 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof;

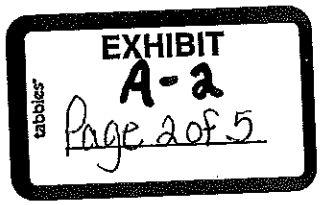
3. **N 38°10'16" E** for a distance of **98.69 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on a point in the south terminus line of S. SHEPPARD STREET, for an angle point hereof;

THENCE **N 70°42'59" E**, in part with the south terminus line of said S. SHEPPARD STREET and in part with the south boundary line of Lot 10, Block 11, as recorded in said Cabinet A, Slide 190, for a distance of **39.35 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northeast corner hereof;

THENCE through the interior of said E. BAGDAD AVENUE, the following three (3) courses and distances:

1. **S 51°49'44" E** for a distance of **40.64 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a curve to the left;

2. With said curve to the left an arc distance of **34.16 feet**, said curve having a radius of **332.00 feet**, a central angle of **05°53'43"** and having a chord which bears **S 41°06'04" W**



for a distance of **34.14 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the end of this curve;

3. **S 38°09'12" W** for a distance of **53.64** feet to the **POINT OF BEGINNING** hereof and containing 0.781 acre of land more or less.

A drawing has been prepared to accompany this metes and bounds description

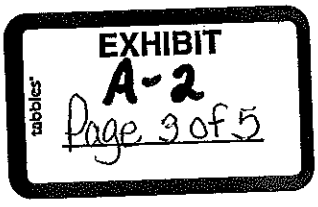
BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> *DIAMOND SURVEYING, INC.*
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

APRIL 10, 2017

SHANE SHAFER, R.P.L.S. NO. 5281 DATE





DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.781 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I), A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING 0.317 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 100'

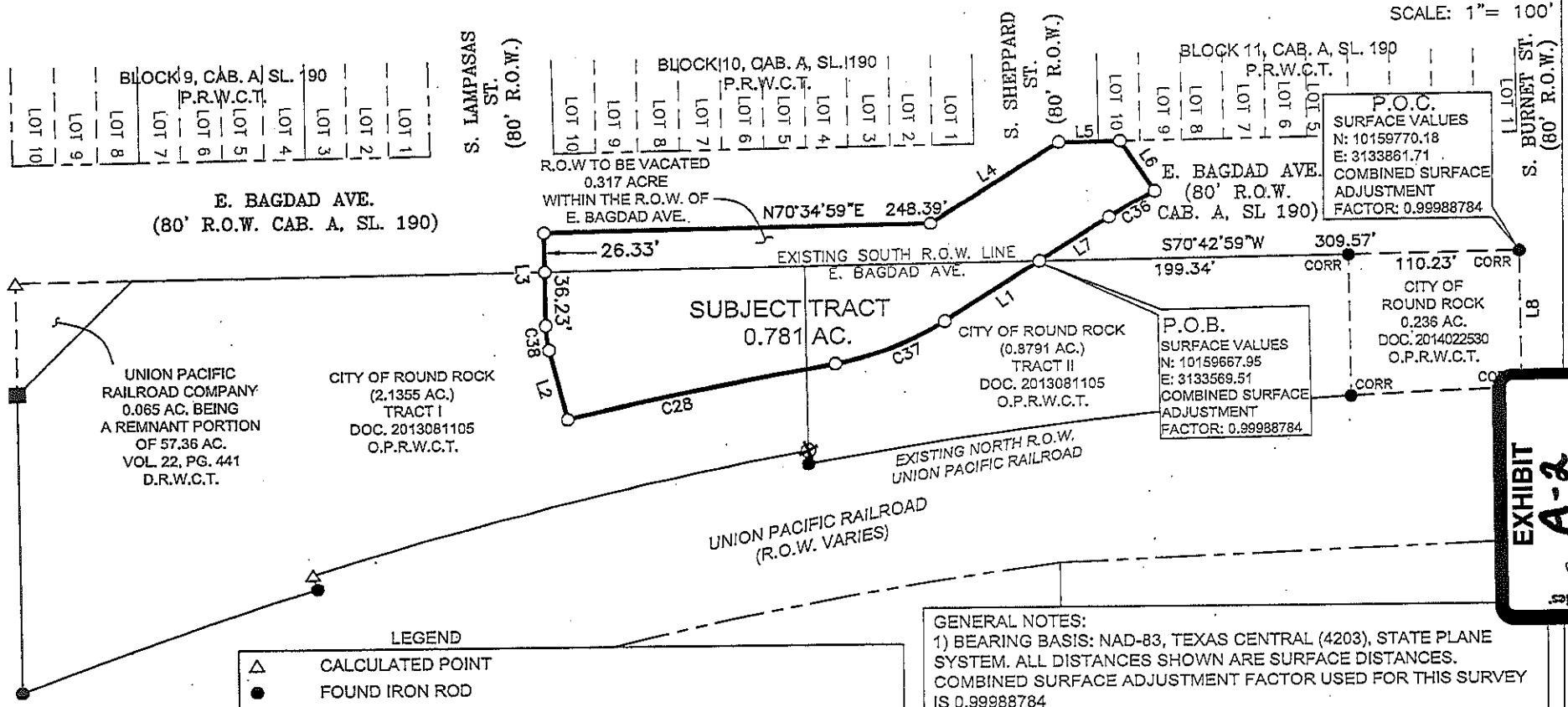


EXHIBIT A-2 Page 4 of 5

LEGEND

△	CALCULATED POINT
●	FOUND IRON ROD
●CORR	FOUND IRON ROD WITH ALUMINUM CAP STAMPED "CORR"
O	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
⊠	X CUT FOUND IN CONCRETE
■	CONCRETE MONUMENT FOUND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T. = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W. = RIGHT-OF-WAY

GENERAL NOTES:
1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK_BLOCK A B C BOUNDARY\BLOCK B\4-10-2017_0.781 AC BLOCK B.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.781 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I), A PORTION OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING 0.317 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C28	175.83'	2,762.50'	3°38'48"	S59°39'36"W	175.80'
C36	34.16'	332.00'	5°53'43"	S41°06'04"W	34.14'
C37	76.14'	187.00'	23°19'48"	S49°49'06"W	75.62'
C38	16.75'	72.00'	13°19'34"	N26°04'52"W	16.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S38°09'12"W	72.79'
L2	N32°44'39"W	48.37'
L3	N19°25'01" W	62.56'
L4	N38°10'16" E	98.69'
L5	N70°42'59" E	39.35'
L6	S51°49'44" E	40.64'
L7	S38°09'12" W	53.64'
L8	S19°25'28" E	92.11'

EXHIBIT A-2 Page 5 of 5

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Shane Shafer, R.P.L.S. NO. 5281 — APRIL 10, 2017 DATE

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK_BLOCK A B C BOUNDARY\BLOCK B\4-10-2017_0.781 AC BLOCK B.dwg

EXHIBIT A-3

METES AND BOUNDS DESCRIPTION

FOR A 1.191 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I), CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.170 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.191 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found on the southwest corner of said 2.1355 acre CITY OF ROUND ROCK tract, same being on a point in the easterly right-of-way line of S. MAYS STREET (80' right-of-way width), same being on the northerly right-of-way of the UNION PACIFIC RAILROAD, same being on a southeast corner of a remnant portion of the called 57.36 acre tract of land conveyed to UNION PACIFIC RAILROAD COMPANY, recorded in Volume 22, Page 441, Deed Records of Williamson County, Texas, from which an iron rod found on an angle point in the south boundary line of said 2.1355 acre CITY OF ROUND ROCK tract and an angle point in said northerly right-of-way line of the UNION PACIFIC RAILROAD bears N 51°42'34" E for a distance of 203.26 feet;

THENCE N 19°21'15" W with said easterly right-of-way line of S. MAYS STREET and the west boundary line of said 2.1355 acre CITY OF ROUND ROCK tract, same being through the interior of said 57.36 acre UNION PACIFIC RAILROAD COMPANY tract, for a distance of 58.80 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southwest corner and **POINT OF BEGINNING** hereof;

THENCE **N 19°21'15" W** with the westerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, same being with said easterly right-of-way line of S. MAYS STREET, same being through the interior of said called 57.36-acre UNION PACIFIC RAILROAD COMPANY tract for a distance of **142.30 feet** to a concrete monument found on the most westerly northwest corner of said 2.1355-acre CITY OF ROUND ROCK tract, monumenting an angle point hereof;

THENCE **N 25°37'05" E** continuing with the westerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, same being through the interior of said 57.36-acre UNION PACIFIC RAILROAD COMPANY tract, for a distance of **106.07 feet** to a calculated point on the most northerly northwest corner of said 2.1355-acre CITY OF ROUND ROCK tract, same being on a point in the original northerly boundary line of said 57.36-acre UNION PACIFIC RAILROAD COMPANY tract, same being on a point in the southerly right-of-way line of said E. BAGDAD AVENUE, for an angle point hereof, and from which an iron rod found, bears S19°44'26"E for a distance of 2.74 feet;

THENCE **S 70°42'59" W** with said northerly boundary line of the called 57.36-acre UNION PACIFIC RAILROAD COMPANY tract, same being with said southerly right-of-

EXHIBIT A-3 Page 1 of 5

way line of said E. BAGDAD AVENUE for a distance of **74.96 feet**, to a calculated point, for an angle point hereof;

THENCE through the interior said E. BAGDAD AVENUE, the following two (2) courses and distances:

1. **N 19°21'15" W** for a distance of **25.53 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the northwest corner hereof;

2. **N 70°34'59" E** for a distance of **286.85 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof;

3. **S 19°25'01" E** for a distance of **26.20 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on said southerly right-of-way line of E. BAGDAD AVENUE, same being on a point in the northerly boundary line of said 2.1355 acre CITY OF ROUND ROCK tract;

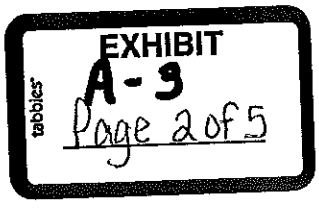
THENCE departing said southerly right-of-way line of E. BAGDAD AVENUE, through the interior of said 2.1355 acre CITY OF ROUND ROCK tract, the following seven (7) courses and distances:

1. **S 19°25'01" E** for a distance of **36.36 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the beginning of a curve to the left;

2. With said curve to the left an arc distance of **29.77 feet**, said curve having a radius of **128.00 feet**, a central angle of **13°19'38"** and having a chord which bears **S 26°04'43" E** for a distance of **29.71 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve;

3. **S 32°44'39" E** for a distance of **48.37 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southeast corner hereof, from which a "X" cut found in concrete on the southeast corner of said 2.1355 acre CITY OF ROUND ROCK tract, and an angle point in said northerly right-of-way line of the UNION PACIFIC RAILROAD, same being on the west boundary line of a called 0.8791 acre tract of land (TRACT II) described in said Document No. 2013081105, bears N 73°48'40" E for a distance of 209.02 feet;

4. With a curve to the left an arc distance of **92.99 feet**, said curve having a radius of **2762.50 feet**, a central angle of **01°55'43"** and having a chord which bears **S 55°42'39" W** for a distance of **92.98 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the point of compound curvature of a curve to the left;



5. With said curve to the left an arc distance of **53.15 feet**, said curve having a radius of **549.00 feet**, a central angle of **05°32'48"** and having a chord which bears **S 51°58'24" W** for a distance of **53.13 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve;

6. **S 49°12'00" W** for a distance of **164.99 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the beginning of a curve to the right;

7. With said curve to the right an arc distance of **8.37 feet**, said curve having a radius of **167.00 feet**, a central angle of **02°52'16"** and having a chord which bears **S 50°38'08" W** for a distance of **8.37 feet** to the **POINT OF BEGINNING** hereof and containing 1.191 acres of land more or less.

A drawing has been prepared to accompany this metes and bounds description

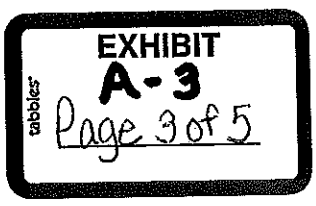
BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78633
(512) 931-3100

APRIL 20, 2017

SHANE SHAFER, R.P.L.S. NO. 5281 DATE





DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 1.191 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.170 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

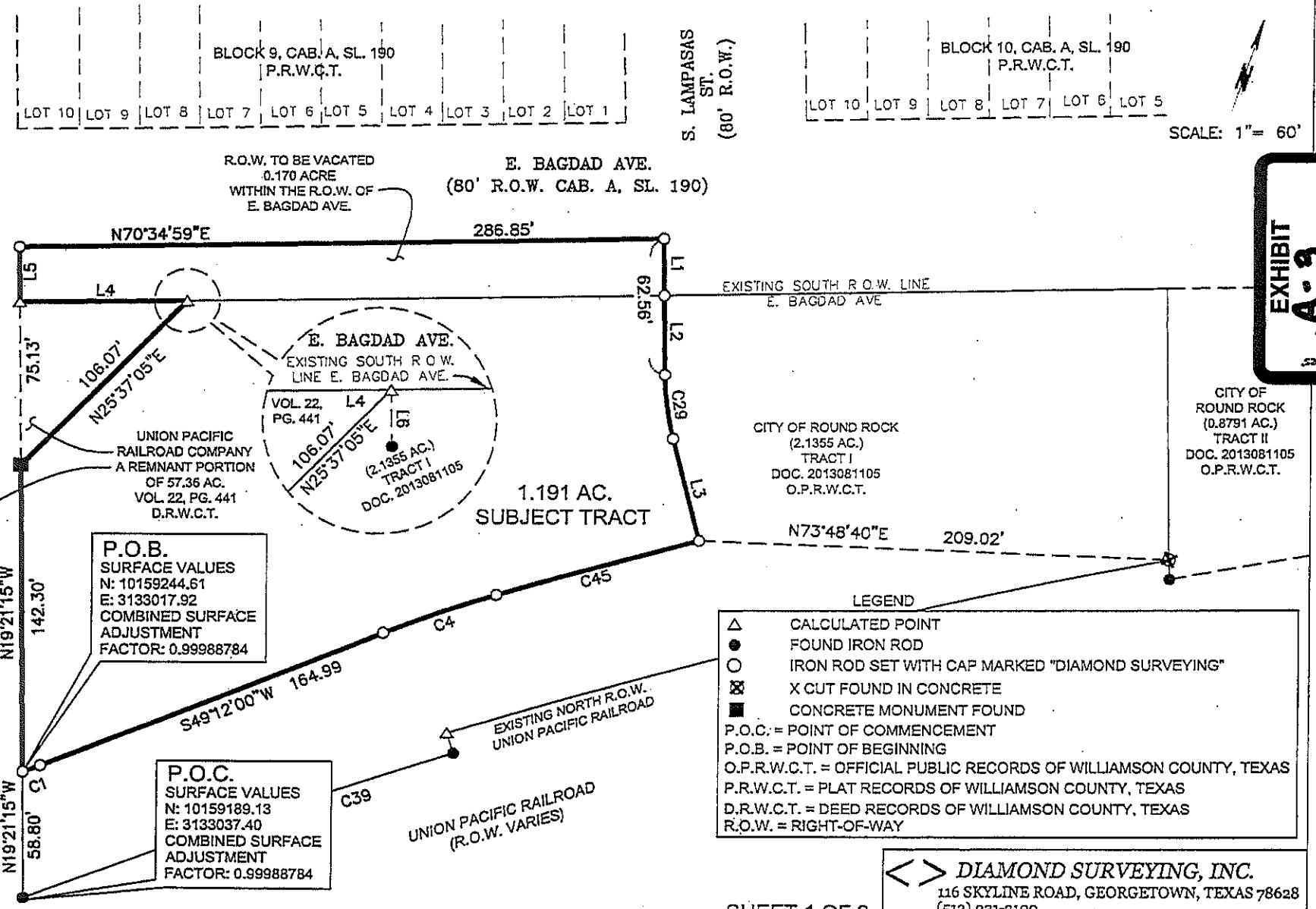


EXHIBIT A-3 Page 4 of 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

SHEET 1 OF 2

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK_BLOCK A B C BOUNDARY\BLOCK C\4-20-2017 1.191 AC TRACT PART OF BLOCK C.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 1.191 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.170 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	8.37'	167.00'	2°52'16"	S50°38'08"W	8.37'
C4	53.15'	549.00'	5°32'48"	S51°58'24"W	53.13'
C29	29.77'	128.00'	13°19'38"	S26°04'43"E	29.71'
C39	203.31'	2,698.78'	4°18'59"	N51°42'34"E	203.26'
C45	92.99'	2762.50'	1°55'43"	S55°42'39"W	92.98'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 19°25'01" E	26.20'
L2	S 19°25'01" E	36.36'
L3	S 32°44'39" E	48.37'
L4	S 70°42'59" W	74.96'
L5	N 19°21'15" W	25.53'
L6	S 19°44'26" E	2.74'

GENERAL NOTES:
1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

EXHIBIT A-3 Page 5 of 5 tabbies

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

Shane Shafer, R.P.L.S. NO. 5281 — APRIL 20, 2017 DATE

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\WAELTZ & PRETE\DEPOT TOWNHOUSES ROUND ROCK_BLOCK A B C BOUNDARY\BLOCK C\4-20-2017 1.191 AC TRACT PART OF BLOCK C.dwg

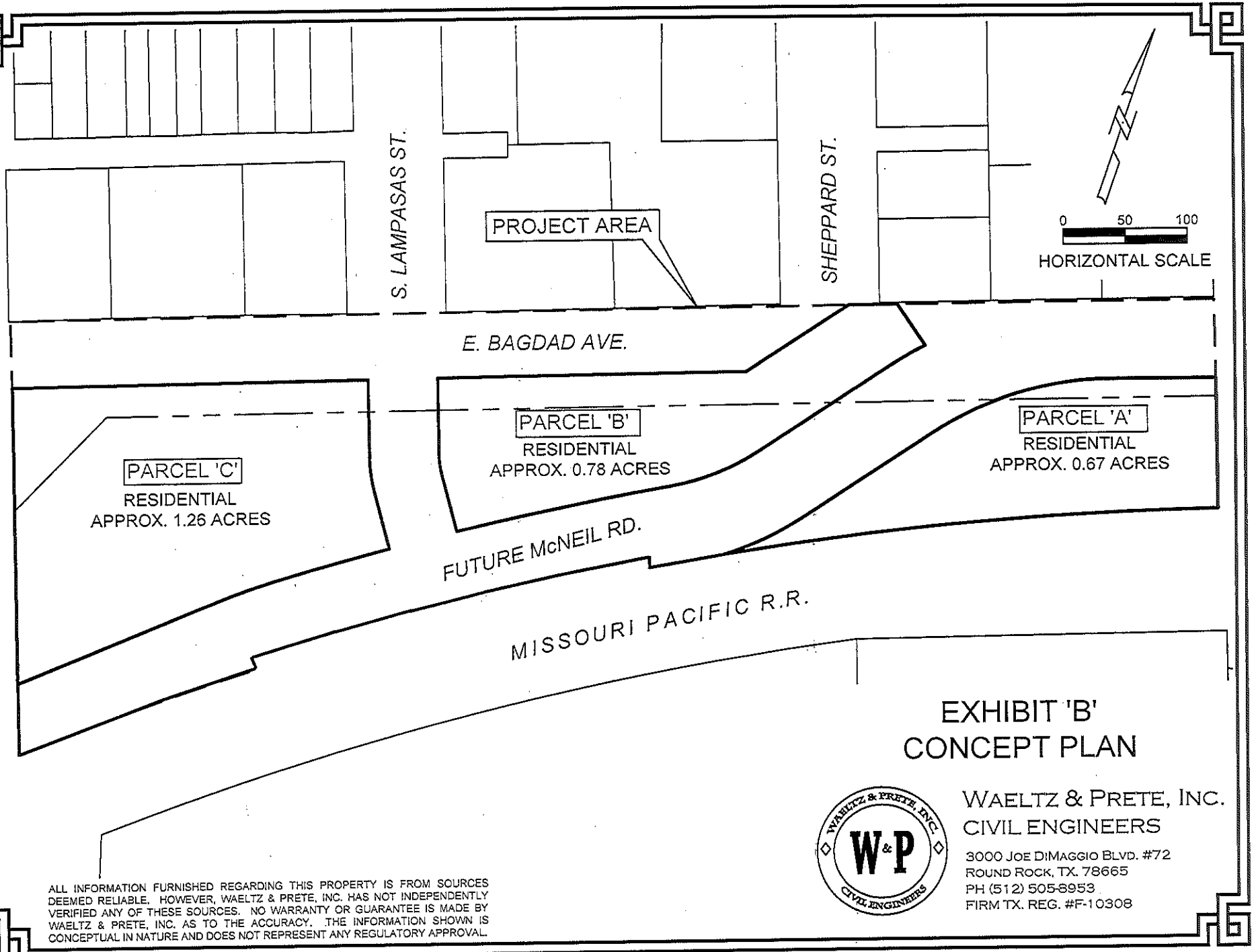


EXHIBIT 'B'
CONCEPT PLAN

WAELTZ & PRETE, INC.
CIVIL ENGINEERS
3000 JOE DIMAGGIO BLVD. #72
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308

ALL INFORMATION FURNISHED REGARDING THIS PROPERTY IS FROM SOURCES DEEMED RELIABLE. HOWEVER, WAELTZ & PRETE, INC. HAS NOT INDEPENDENTLY VERIFIED ANY OF THESE SOURCES. NO WARRANTY OR GUARANTEE IS MADE BY WAELTZ & PRETE, INC. AS TO THE ACCURACY. THE INFORMATION SHOWN IS CONCEPTUAL IN NATURE AND DOES NOT REPRESENT ANY REGULATORY APPROVAL.

K:\CAD\088-001 Downtown Round Rock Townhomes\EXHIBITS\2017-02-27 CONCEPT PLAN.dwg, 2/28/2017 10:52:52 AM, 1:1, W-P Inc., DAS

Exhibit C-1

METES AND BOUNDS DESCRIPTION

FOR A 0.053-ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.053-ACRE TRACT OF LAND SURVEYED BY DIAMOND SURVEYING IN THE MONTH OF MARCH, 2017 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with aluminum cap stamped "CORR" on the northeast corner of a called 0.236-acre tract of land conveyed to the CITY OF ROUND ROCK, as recorded in Document No. 2014022530, Official Public Records of Williamson County, Texas, same being on the northwest corner of a called 0.169 acre tract of land conveyed to the CITY OF ROUND ROCK as recorded in Document No. 2014022531, Official Public Records of Williamson County, Texas, same being on a point in the southerly right-of-way line of said E. BAGDAD AVENUE, monumenting the southeast corner and **POINT OF BEGINNING** hereof, and from which an iron round found with aluminum cap stamped "CORR" on the southeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southwest corner of said 0.169-acre CITY OF ROUND ROCK tract, bears S19°25'28"E for a distance of 92.11 feet;

THENCE **S70°42'59"W**, with the southerly right-of-way line of said E. BAGDAD AVENUE, same being the northerly boundary line of said 0.236-acre CITY OF ROUND ROCK tract, for a distance of **110.23 feet,** to an iron rod found with aluminum cap stamped "CORR", on the northwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the northeast corner of a called 0.8791-acre tract of land (Tract II) conveyed to the CITY OF ROUND ROCK, recorded in Document No. 2013081105, Official Public Records of Williamson County, Texas, for a point on the southerly boundary line hereof, and from which an iron round found with aluminum cap stamped "CORR", on the southwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southeast corner of said 0.8791-acre CITY OF ROUND ROCK tract, bears S19°27'31"E for a distance of 95.15 feet;

THENCE **S70°42'59"W,** continuing with said southerly right-of-way line of E. BAGDAD AVENUE, same being with the northerly boundary line of said 0.8791-acre CITY OF ROUND ROCK tract for a distance of **66.64 feet,** to an iron rod set with cap marked "Diamond Surveying", monumenting the southwest corner hereof;

THENCE through the interior of said E. BAGDAD AVENUE, the following three (3) courses and distances.

1. With an arc of **a curve to the right** having a delta angle of **20°38'57",** an arc length of **96.23 feet,** a radius of **267.00 feet,** a chord which bears **N61°04'04"E**

for a distance of **95.71 feet,** to an iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve hereof;

2. **N71°23'33"E** for a distance of **82.49 feet** to a to an iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof;

3. **S19°25'28"E** for a distance of **15.07 feet** to the **POINT OF BEGINNING** hereof and containing 0.053-acre of land more or less.

A drawing has been prepared to accompany this metes and bounds description

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

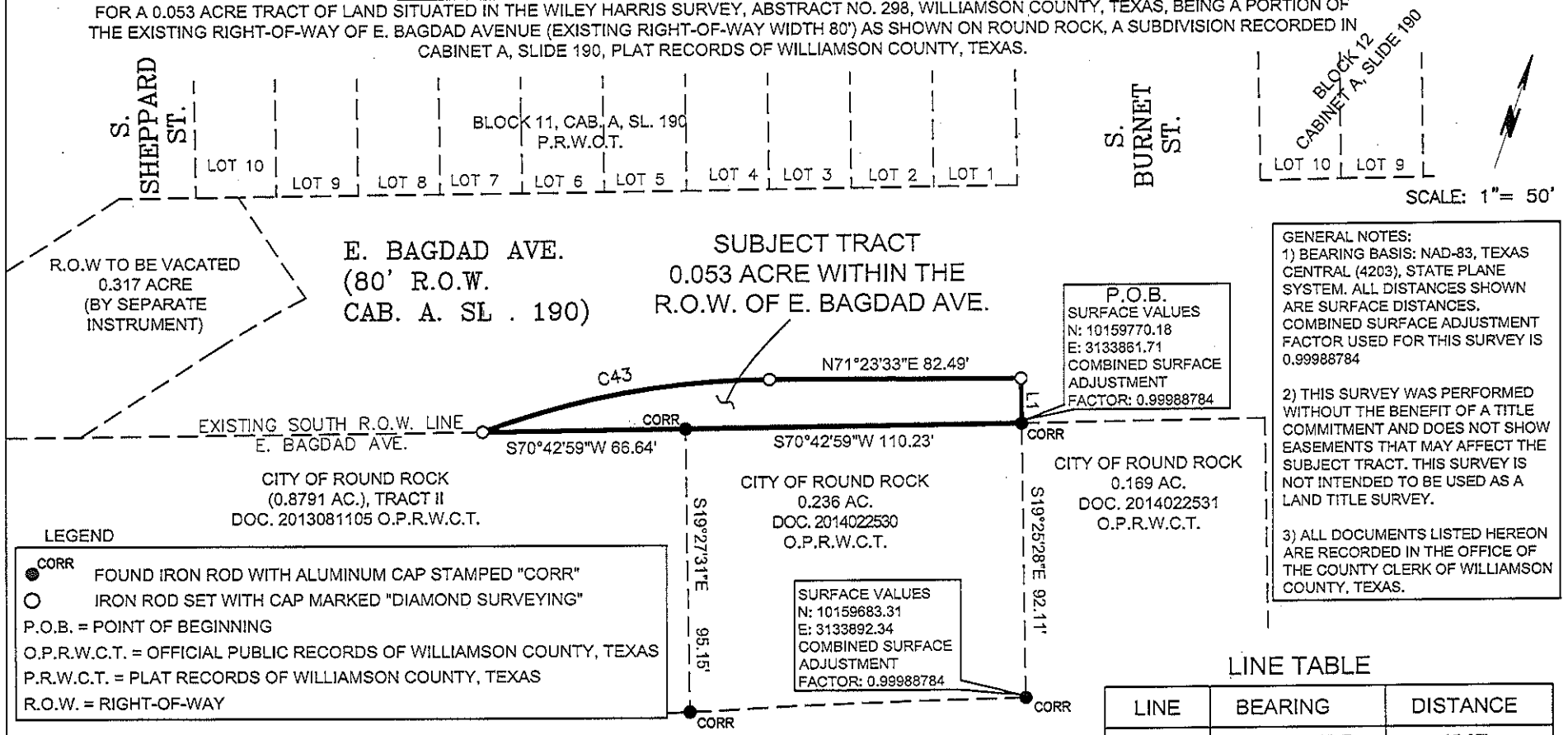
APRIL 6, 2017

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.053 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



GENERAL NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- CORR — FOUND IRON ROD WITH ALUMINUM CAP STAMPED "CORR"
- ○ — IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- P.O.B. = POINT OF BEGINNING
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.O.W. = RIGHT-OF-WAY

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 19°25'28" E	15.07'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C43	96.23'	267.00'	20°38'57"	N61°04'04"E	95.71'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 1

Shane Shafer, R.P.L.S. NO. 5281 — APRIL 6, 2017 DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Exhibit C-2

METES AND BOUNDS DESCRIPTION

FOR A 0.317-ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.317-ACRE TRACT OF LAND SURVEYED ON THE GROUND IN THE MONTH OF MARCH 2017 BY DIAMOND SURVEYING, INC., SURVEYED ON THE GROUND BY DIAMOND SURVEYING IN THE MONTH OF MARCH, 2017 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with aluminum cap stamped "CORR" on the northeast corner of a called 0.236-acre tract of land conveyed to the CITY OF ROUND ROCK, as recorded in Document No. 2014022530, Official Public Records of Williamson County, Texas, same being on the northwest corner of a called 0.169 acre tract of land conveyed to the CITY OF ROUND ROCK, Texas, as recorded in Document No. 2014022531, Official Public Records of Williamson County, Texas, same being on a point in the southerly right-of-way line of said E. BAGDAD AVENUE, and from which an iron round found with aluminum cap stamped "CORR" on the southeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southwest corner of said 0.169-acre CITY OF ROUND ROCK tract, bears S19°25'28"E for a distance of 92.11 feet;

THENCE S70°42'59"W, with the southerly right-of-way line of said E. BAGDAD AVENUE, same being the northerly boundary line of said 0.236-acre CITY OF ROUND ROCK tract, for a distance of 110.23 feet, to an iron rod found with aluminum cap stamped "CORR", on the northwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the northeast corner of a called 0.8791-acre tract of land (Tract II) conveyed to the CITY OF ROUND ROCK, recorded in Document No. 2013081105, Official Public Records of Williamson County, Texas, for a point on the southerly boundary line hereof, and from which an iron round found with aluminum cap stamped "CORR", on the southwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southeast corner of said 0.8791-acre CITY OF ROUND ROCK tract, bears S19°27'31"E for a distance of 95.15 feet;

THENCE S70°42'59"W, continuing with said southerly right-of-way line of E. BAGDAD AVENUE, same being said 0.8791-acre CITY OF ROUND ROCK tract, for a distance of 199.34 feet, to an iron rod set with cap marked "Diamond Surveying", monumenting the southeast corner and **POINT OF BEGINNING** hereof;

THENCE **S70°42'59"W**, continuing with said southerly right-of-way line of E. BAGDAD AVENUE, same being in part with the northerly boundary line of said 0.8791-acre CITY OF ROUND ROCK tract and in part with the northerly boundary line of a 2.1355-acre tract of land (Tract I) conveyed to the CITY OF ROUND ROCK in said Document No. 2013081105, for a distance of **317.85 feet**, to an iron rod set with cap marked "Diamond Surveying", on a point in the northerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, monumenting the southwest corner hereof;

THENCE through the interior of said E. BAGDAD AVENUE the following three (3) courses and distances:

1. **N19°25'01"W** for a distance of **26.33 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;

THENCE through the interior of said E. BAGDAD AVENUE the following three courses and distances:

1. **N19°21'15"W**, for a distance of **25.53 feet** to an iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof;

2. **N70°34'59"E,** for a distance of **286.85 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof;

3. **S19°25'01"E** for a distance of **26.20 feet** to the **POINT OF BEGINNING** hereof and containing 0.170-acre of land more or less.

A drawing has been prepared to accompany this metes and bounds description

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

< > DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

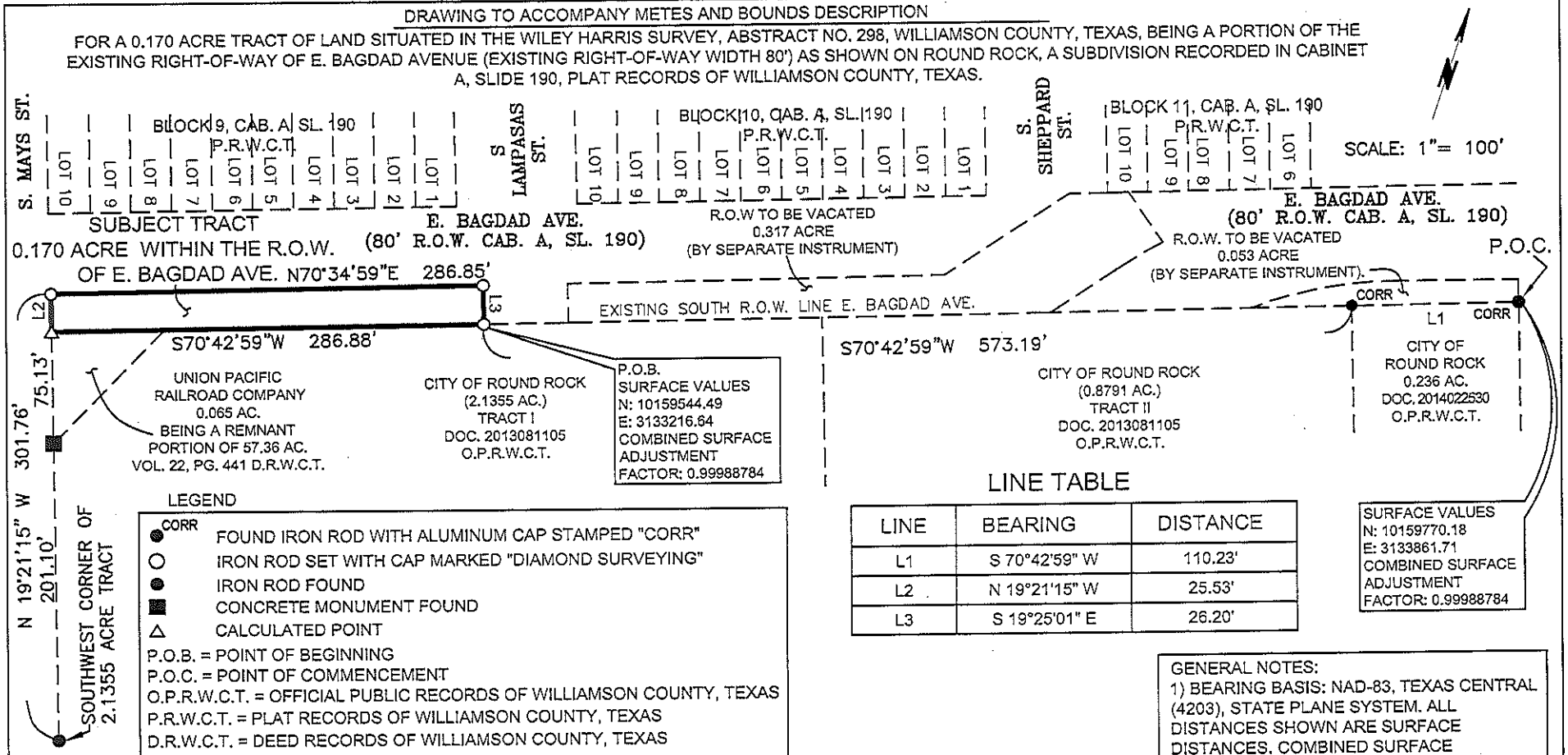
APRIL 6, 2017

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.170 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°42'59" W	110.23'
L2	N 19°21'15" W	25.53'
L3	S 19°25'01" E	26.20'

LEGEND

- CORR — FOUND IRON ROD WITH ALUMINUM CAP STAMPED "CORR"
- ○ — IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- ● — IRON ROD FOUND
- ■ — CONCRETE MONUMENT FOUND
- △ — CALCULATED POINT

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T. = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W. = RIGHT-OF-WAY

GENERAL NOTES:
1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



Shane Shafer, R.P.L.S. NO. 5281 — APRIL 6, 2017 DATE

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Exhibit C-3

METES AND BOUNDS DESCRIPTION

FOR A 0.170-ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.170-ACRE TRACT OF LAND SURVEYED ON THE GROUND IN THE MONTH OF MARCH 2017 BY DIAMOND SURVEYING, INC., SURVEYED ON THE GROUND BY DIAMOND SURVEYING IN THE MONTH OF MARCH, 2017 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with aluminum cap stamped "CORR" on the northeast corner of a called 0.236-acre tract of land conveyed to the CITY OF ROUND ROCK, as recorded in Document No. 2014022530, Official Public Records of Williamson County, Texas, same being on a point said southerly right-of-way line of E. BAGDAD AVENUE;

THENCE S70°42'59"W, with the southerly right-of-way line of said E. BAGDAD AVENUE, same being the northerly boundary line of said 0.236-acre CITY OF ROUND ROCK tract, for a distance of 110.23 feet, to an iron rod found with aluminum cap stamped "CORR", on the northwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the northeast corner of a called 0.8791-acre tract of land (Tract II) conveyed to the CITY OF ROUND ROCK, recorded in Document No. 2013081105, Official Public Records of Williamson County, Texas;

THENCE S70°42'59"W, continuing with said southerly right-of-way line of E. BAGDAD AVENUE, and said 0.8791-acre CITY OF ROUND ROCK tract, and in part with the northerly boundary line of a 2.1355-acre tract of land (Tract I) conveyed to the CITY OF ROUND ROCK in said Document No. 2013081105, for a distance of 573.19 feet, to an iron rod set with cap marked "Diamond Surveying", on a point in the northerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, monumenting the southeast corner and **POINT OF BEGINNING** hereof;

THENCE **S70°42'59"W**, continuing with said southerly right-of-way line of E. BAGDAD AVENUE, in part with the northerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, and in part with the northerly boundary line of a 0.065-acre tract of land being a remnant portion of a called 57.36-acre tract of land convey to UNION PACIFIC RAILROAD COMPANY, recorded in Volume 22, Page 441, Deed Records of Williamson County, Texas, for a distance of **286.88 feet**, to a calculated point on the northwest corner of said 0.065 acre UNION PACIFIC RAILROAD tract, same being on a point in the easterly right-of-way line of said S. MAYS ST. (80' right-of-way width), for the southwest corner hereof, and from which a concrete monument found on the southwest corner of said 0.065-acre UNION PACIFIC RAILROAD tract, same being the most westerly northwest corner of said 2.1355-acre CITY OF ROUND ROCK tract, bears S19°21'15"W for a distance of 75.13 feet;

THENCE through the interior of said E. BAGDAD AVENUE the following three courses and distances:

1. **N19°21'15"W,** for a distance of **25.53 feet** to an iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof;

2. **N70°34'59"E,** for a distance of **286.85 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof;

3. **S19°25'01"E** for a distance of **26.20 feet** to the **POINT OF BEGINNING** hereof and containing 0.170-acre of land more or less.

A drawing has been prepared to accompany this metes and bounds description

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

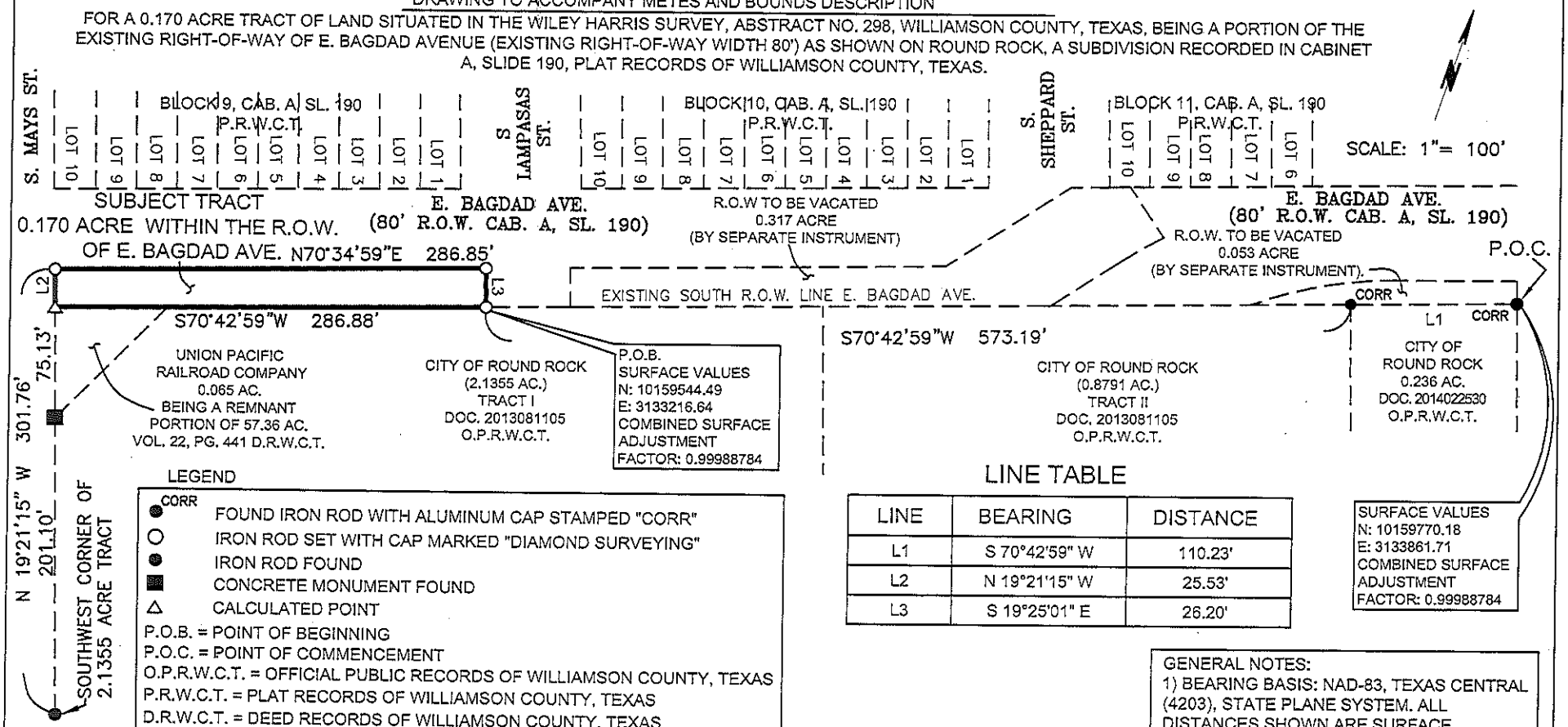
APRIL 6, 2017

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.170 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°42'59" W	110.23'
L2	N 19°21'15" W	25.53'
L3	S 19°25'01" E	26.20'

LEGEND

- CORR — FOUND IRON ROD WITH ALUMINUM CAP STAMPED "CORR"
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- IRON ROD FOUND
- CONCRETE MONUMENT FOUND
- CALCULATED POINT

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T. = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W. = RIGHT-OF-WAY

GENERAL NOTES:
1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

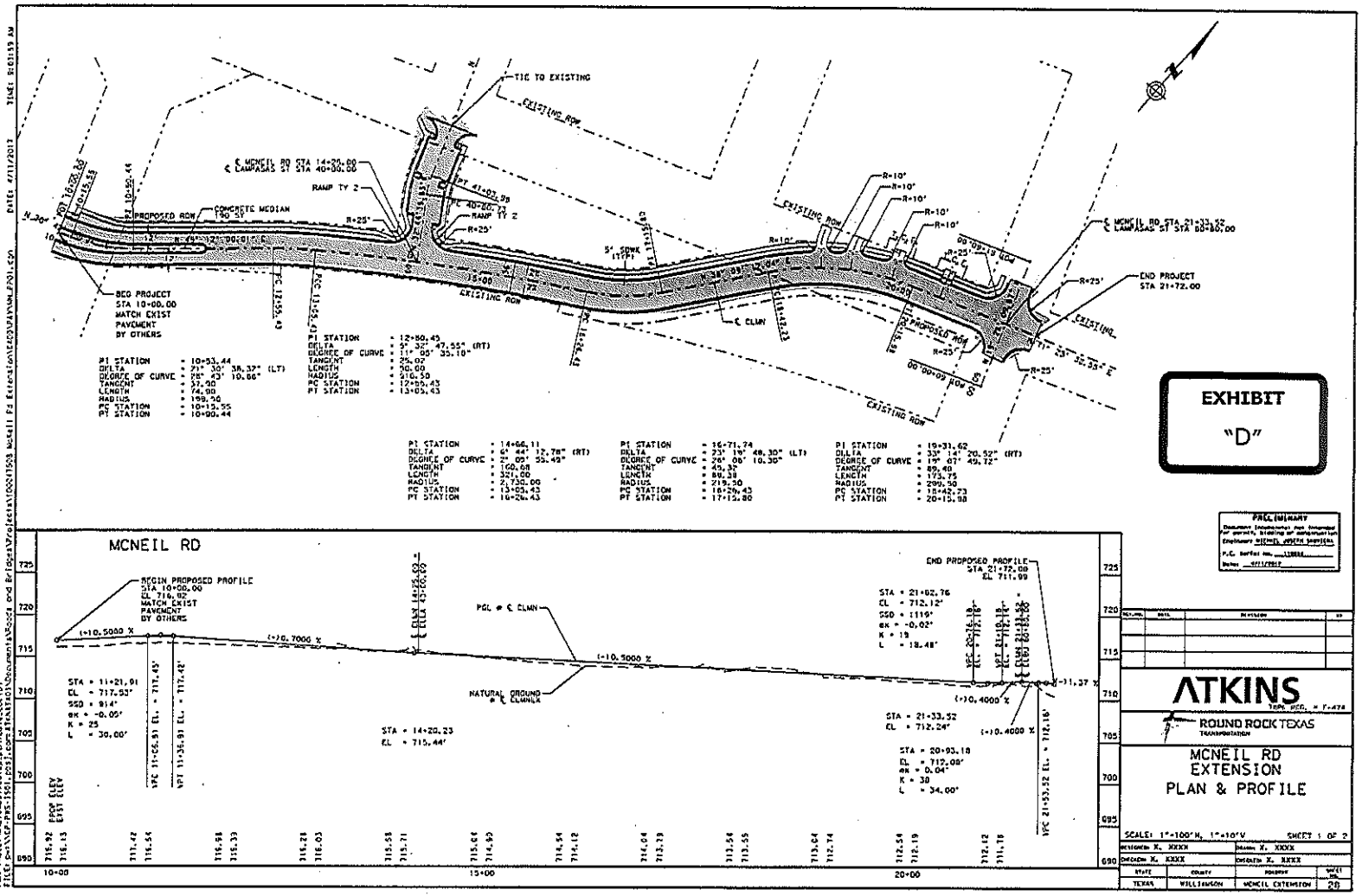


Shane Shafer, R.P.L.S. NO. 5281 — APRIL 6, 2017 DATE

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

95% SUBMITTAL



EXHIBIT

"D"

PRELIMINARY

Document Incomplete and not to be used for permit, bidding or construction

Engineer: MICHAEL JOSEPH SHERMAN

P.E. Serial No. 119884

Date: 07/17/2017

NO.	DATE	REVISION	BY

ATKINS
TBPE REG. # F-474

ROUND ROCK TEXAS
TRANSPORTATION

MCNEIL RD EXTENSION
PLAN & PROFILE

SCALE: 1"=100'H, 1"=10'V SHEET 1 OF 2

DESIGNED X. XXXX	DRAWN X. XXXX
CHECKED X. XXXX	CHECKED X. XXXX

STATE	COUNTY	ROADWAY	SHEET NO.
TEXAS	WILLIAMSON	MCNEIL EXTENSION	28

PLOT DATE=8/17/2017 TIME=8:01:59 AM
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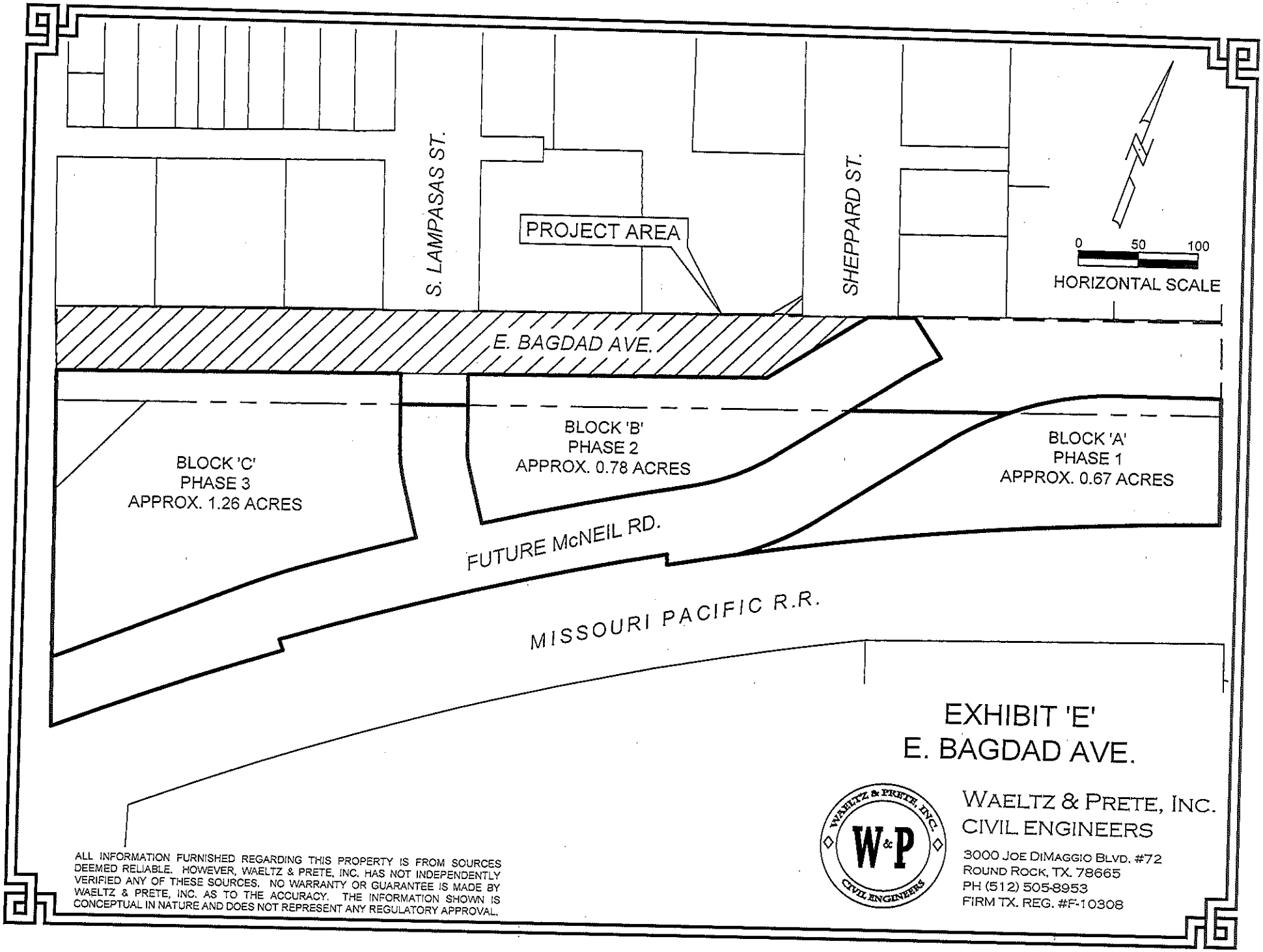
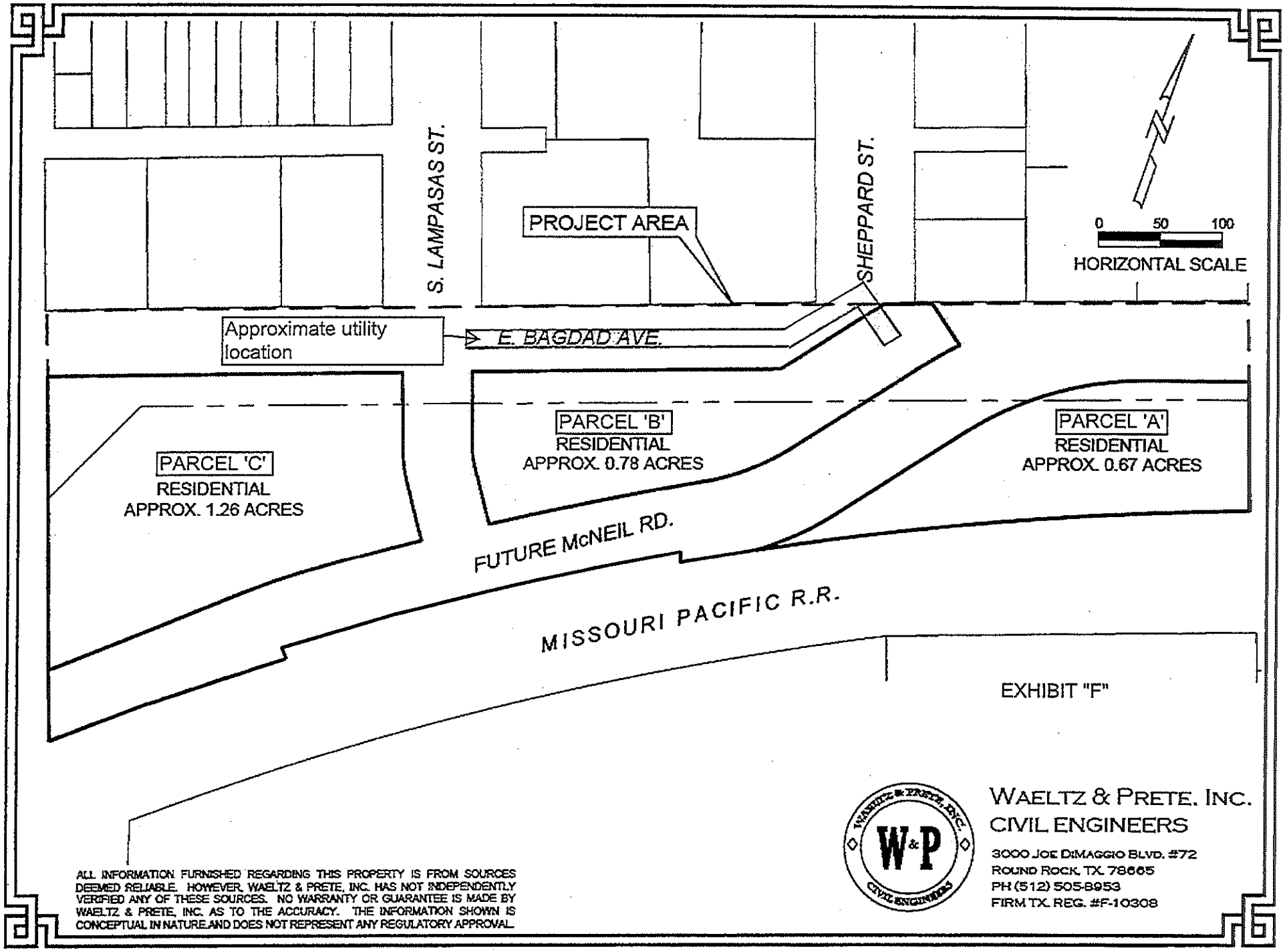


EXHIBIT 'E'
E. BAGDAD AVE.

ALL INFORMATION FURNISHED REGARDING THIS PROPERTY IS FROM SOURCES DEEMED RELIABLE. HOWEVER, WAELTZ & PRETE, INC. HAS NOT INDEPENDENTLY VERIFIED ANY OF THESE SOURCES. NO WARRANTY OR GUARANTEE IS MADE BY WAELTZ & PRETE, INC. AS TO THE ACCURACY. THE INFORMATION SHOWN IS CONCEPTUAL IN NATURE AND DOES NOT REPRESENT ANY REGULATORY APPROVAL.

WAELTZ & PRETE, INC.
CIVIL ENGINEERS
3000 JOE DIMAGGIO BLVD. #72
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308

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ALL INFORMATION FURNISHED REGARDING THIS PROPERTY IS FROM SOURCES DEEMED RELIABLE. HOWEVER, WAELTZ & PRETE, INC. HAS NOT INDEPENDENTLY VERIFIED ANY OF THESE SOURCES. NO WARRANTY OR GUARANTEE IS MADE BY WAELTZ & PRETE, INC. AS TO THE ACCURACY. THE INFORMATION SHOWN IS CONCEPTUAL IN NATURE AND DOES NOT REPRESENT ANY REGULATORY APPROVAL.

WAELTZ & PRETE, INC.
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3000 JOE DIMAGGIO BLVD. #72
ROUND ROCK, TX. 78665
PH (512) 505-8953
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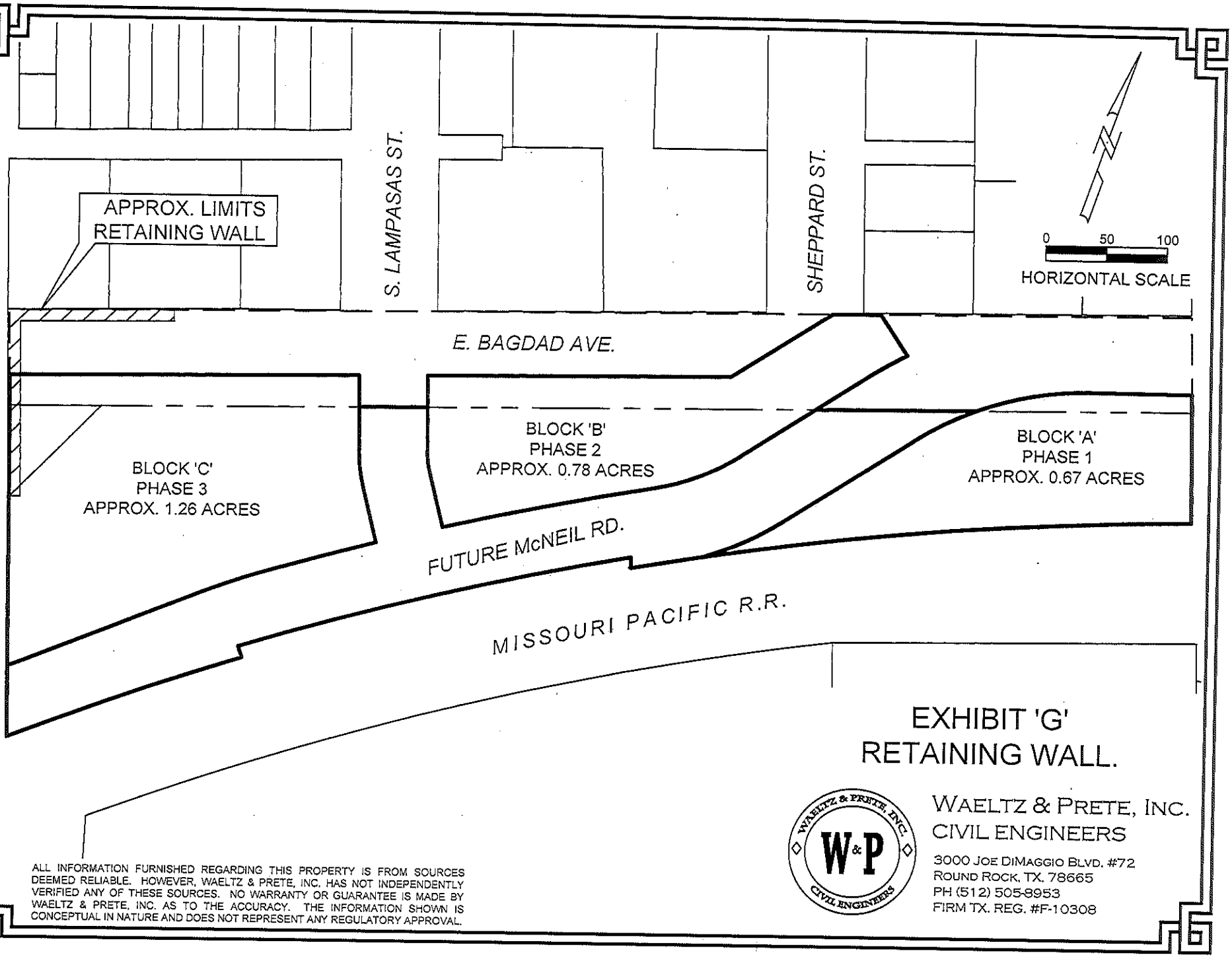


EXHIBIT 'G'
RETAINING WALL.

WAELTZ & PRETE, INC.
CIVIL ENGINEERS
3000 JOE DIMAGGIO BLVD. #72
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308

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City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Brushy Creek Regional Utility Authority to enter into an Engineering Services Contract with Walker Partners, LLC for the Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: $1,037,784.06

Indexes: Utility Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2017-4378

The BCRUA has completed negotiations with Walker Partners, LLC on a Professional Engineering Services Agreement for the Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination. The agreement is divided between two key tasks:

Task 1 includes design services for the Phase 1C water treatment plant expansion, including overall project management, design, bidding, agency and stakeholder coordination, and special services (Construction administration services will be addressed separately during the award of construction bid in 2018). This phase will be paid as a lump-sum based on the engineer's estimate of the percentage of the total services for each task described in the contract. The total negotiated lump sum amount for this task is $1,763,900. Round Rock is 26.67% of this phase which equals $470,432.12 of this contract.

Task 2 includes services for the Phase 2 Land Rights and Stakeholder Coordination effort, including project management, right of way and land acquisition efforts, agency and stakeholder coordination, and preliminary design updates. This phase will be paid on a time and materials basis by both the engineer and the engineer's consultants. The amounts billed will be based on the cumulative hours charged to the project during the billing period by each class of the engineer's employees, times standard hourly rates for each applicable billing class, plus reimbursable expenses, and engineer's consultant's charges. Amounts

payable to the engineer for reimbursable internal expenses and the engineer's consultants expenses will be subject to a 5% overhead factor. The total compensation for these services is estimated as a not to exceed amount of $2,012,600. Round Rock is 28.19% of this phase which equals $567,351.94 of this contract.

The total amount payable under this contract is $3,776,500 and Round Rock's portion is $1,037,784.06. Funding for this contract has been identified from Phase 1A project savings, and was further outlined in the revised Exhibit "D" of the Master Agreement, which was approved by the Board in December 2016, and by all three member city councils in subsequent meetings.

This contract exceeds the Board maximum limit of $500,000; therefore, the contract requires separate consideration and approval by all three member city councils before final authorization to proceed can be issued.

Cost: $1,037,784.06
Source of Funds: Utility Fund

RESOLUTION NO. R-2017-4378

WHEREAS, the City of Round Rock, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc., (the "BCRUA"), and

WHEREAS, BCRUA desires to retain engineering services for the Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination Project; and

WHEREAS, Walker Partners has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the City desires to authorize the BCRUA to enter into said contract with Walker Partners, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City Council hereby authorizes the Brushy Creek Regional Utility Authority to enter into a contract with Walker Partners for the Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination Project, a copy of said contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of April, 2017.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT
"A"

BRUSHY CREEK REGIONAL UTILITY AUTHORITY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **WALKER PARTNERS** **("Engineer")**
ADDRESS: **6850 Austin Center Boulevard, Suite 150, Austin, TX 78731**
PROJECT: **Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2017 by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, a Texas local government corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "BCRUA"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, BCRUA and Engineer desire to contract for such professional engineering services; and

WHEREAS, BCRUA and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1
BCRUA SERVICES

BCRUA shall perform or provide services as identified in Exhibit A entitled "BCRUA Services."

ARTICLE 2
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services." As described in Exhibit B, Engineering Services are divided into two major work efforts, *Phase 1C Water Treatment Plant (WTP) Expansion* and *Phase 2 Land Rights and Stakeholder Coordination.*

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by BCRUA and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the General Manager.

ARTICLE 3
CONTRACT TERM

(1) Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then BCRUA shall have the right to terminate this Contract as set forth below in Article 20. So long as the BCRUA elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify BCRUA in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) Work Schedule. Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer

shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) Notice to Proceed. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by BCRUA to proceed as provided in Article 7.

ARTICLE 4
COMPENSATION

BCRUA shall pay and Engineer agrees to accept the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract.

(1) Phase 1C Water Treatment Plant (WTP) Expansion

The amount payable for Phase 1C Engineering Services under this Contract, without modification of the Contract as provided herein, is the sum of One Million Seven Hundred Sixty-Three Thousand Nine Hundred and No/100 Dollars ($1,763,900.00) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by BCRUA.

Engineer shall prepare and submit to BCRUA monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of BCRUA for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

(2) Phase 2 Land Rights and Stakeholder Coordination

Engineer shall be paid for Phase 2 Engineering Services on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable for Phase 2 Engineering Services under this Contract, without modification of this Contract as provided herein, is the sum of Two Million Twelve Thousand Six Hundred and No/100 Dollars, ($2,012,600.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

ARTICLE 5
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to BCRUA, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to BCRUA. This submittal shall also include a progress assessment report in a form acceptable to BCRUA.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by BCRUA based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, BCRUA shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. BCRUA reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to BCRUA, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which BCRUA receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between BCRUA and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent BCRUA from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to BCRUA in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

BCRUA shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7
NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit B until the BCRUA has issued a written Notice to Proceed regarding such task. The BCRUA shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8
PROJECT TEAM

BCRUA's Designated Representative for purposes of this Contract is as follows:

Tom Gallier
General Manager
221 E. Main Street
Round Rock, TX 78664
Cell Number (512) 788-2036
Fax Number (512) 218-7097
Email Address tgallier@bcrua.org

BCRUA's Designated Representative shall be authorized to act on BCRUA's behalf with respect to this Contract. BCRUA or BCRUA's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

Aaron Archer, P.E.
Project Manager
6850 Austin Center Boulevard, Suite 150
Austin, TX 78731
Telephone Number (512) 382-0021
Email Address aarcher@walkerpartners.com

ARTICLE 9
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with BCRUA at BCRUA's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by BCRUA, in order for BCRUA to evaluate features of the

Engineering Services. At the request of BCRUA or Engineer, conferences shall be provided at Engineer's office, the offices of BCRUA, or at other locations designated by BCRUA. When requested by BCRUA, such conferences shall also include evaluation of the Engineering Services.

Should BCRUA determine that the progress in Engineering Services does not satisfy the Work Schedule, then BCRUA shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise BCRUA in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

(1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and BCRUA assistance needed to resolve the situation, if any; and

(2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 10
SUSPENSION

Should BCRUA desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by BCRUA giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from BCRUA to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If BCRUA suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

BCRUA assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by BCRUA for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify BCRUA in writing. In the event BCRUA finds that such work does constitute extra work and exceeds

the maximum amount payable, BCRUA shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. BCRUA shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12
CHANGES IN ENGINEERING SERVICES

If BCRUA deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by BCRUA. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by BCRUA. No additional compensation shall be due for such Engineering Services.

ARTICLE 13
SUPPLEMENTAL CONTRACTS

The terms of this Contract may be modified by written Supplemental Contract if BCRUA determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the BCRUA. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the BCRUA authorizes full execution of the written Supplemental Contract and authorization to proceed. BCRUA reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14
OWNERSHIP OF DOCUMENTS

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the exclusive property of BCRUA and shall be furnished to BCRUA upon request. All documents prepared by Engineer and all documents furnished to Engineer by BCRUA shall be delivered to BCRUA upon completion or termination of this Contract. Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished BCRUA under this Contract.

ARTICLE 15
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of BCRUA, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by BCRUA. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than BCRUA. Engineer may not change the Project Manager without prior written consent of BCRUA.

ARTICLE 16
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from BCRUA. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by BCRUA prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

BCRUA, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of BCRUA or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by BCRUA before any final report is issued. BCRUA's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

(1) By mutual agreement and consent, in writing, of both parties.

(2) By BCRUA, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

(3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

(4) By BCRUA, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

(5) By satisfactory completion of all Engineering Services and obligations described herein.

Should BCRUA terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, BCRUA shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should BCRUA terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if BCRUA terminates this Contract for fault on the part of Engineer, then BCRUA shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to BCRUA, the cost to BCRUA of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to BCRUA of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of BCRUA and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then BCRUA may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to BCRUA for any additional and reasonable costs incurred by BCRUA.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish BCRUA with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. BCRUA is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

Engineer shall save and hold harmless BCRUA and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

Engineer shall also save and hold BCRUA harmless from any and all expenses, including but not limited to reasonable attorneys fees which may be incurred by BCRUA in litigation or otherwise defending claims or liabilities which may be imposed on BCRUA as a result of such negligent activities by Engineer, its agents, or employees.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. BCRUA shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to BCRUA in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, BCRUA reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

ARTICLE 26
INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to BCRUA. Engineer shall also notify BCRUA, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. BCRUA shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to BCRUA by certified mail to:

BCRUA General Manager
221 East Main Street
Round Rock, TX 78664

(b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by BCRUA, to any such future coverage, or to BCRUA's Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with BCRUA. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

ARTICLE 27
COPYRIGHTS

BCRUA shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of BCRUA.

ARTICLE 29
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between BCRUA and Engineer, shall be kept on a generally recognized accounting basis and shall be available to BCRUA or its authorized representatives at mutually convenient times**.** The BCRUA reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

BCRUA:

Brushy Creek Regional Utility Authority
Attention: BCRUA General Manager
221 East Main Street
Round Rock, TX 78664

and to:

Stephan L. Sheets
BCRUA Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

Aaron Archer, P.E.
Project Manager
6850 Austin Center Boulevard, Suite 150
Austin, TX 78731

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage

is caused to BCRUA due to Engineer's negligent failure to perform BCRUA may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of BCRUA's additional legal rights or remedies.

(2) Force Majeure. Neither BCRUA nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34
SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing BCRUA to enter into this Contract.

IN WITNESS WHEREOF, the BCRUA of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized BCRUA Manager or Mayor, as has Engineer, signing by

and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY

By: _____
Jon Lux, President

APPROVED AS TO FORM:

_____
Stephan L. Sheets, BCRUA Attorney

ATTEST:

By: _____
Ron Abruzzese, BCRUA Secretary

WALKER PARTNERS

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

(1) Exhibit A BCRUA Services

(2) Exhibit B Engineering Services

(3) Exhibit C Work Schedule

(4) Exhibit D Fee Schedule

(5) Exhibit E Certificates of Insurance

EXHIBIT A

BCRUA Services

Attached Behind This Page

EXHIBIT A

OWNER SERVICES

In addition to the other responsibilities of OWNER as set forth in this Agreement, the OWNER shall at its expense:

A. Review and comment on all deliverables in a timely manner. OWNER will provide a single set of consolidated OWNER review comments on all deliverables.

B. Coordinate with cooperating jurisdictional and environmental permitting agencies as needed and issue payment for required reviews, approvals, and permits.

C. Participate in project meetings, workshops, and conference as described in the scope of services.

D. OWNER is responsible for posting meetings and other technical materials on the OWNER website.

E. Provide ENGINEER in a timely manner with all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER'S standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

F. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

G. Following ENGINEER'S assessment of initially-available Project information and data and upon ENGINEER'S request, furnish or otherwise make available in a timely manner such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.

H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of the presence at the Site (OWNER water treatment plant and/or OWNER floating intake facilities) of any Constituent of Concern, or of any other development that affects the scope or time of performance of ENGINEER'S services, or any defect or nonconformance in ENGINEER'S services, the Work, or in the performance of any Contractor.

I. Authorize ENGINEER to provide Additional Services as set forth in this Agreement as required.

J. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

K. Provide reviews of all permits that may be necessary for completion of each phase of the Project.

L. Provide, as required for the Project:

1) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2) Legal services with regard to issues pertaining to the Project as OWNER requires or deems appropriate, Contractor raises, or ENGINEER reasonably requests, including but not limited to the review of Contract Documents supplied by ENGINEER.
3) Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid
4) Placement and payment for advertisement for Bids in appropriate publications.

M. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

N. Attend the construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide ENGINEER with the findings and reports generated by the entities providing services to OWNER pursuant to this paragraph.

EXHIBIT B

ENGINEERING SERVICES

GENERAL

The Project consists of the following major work efforts:

1) *Phase 1C Water Treatment Plant (WTP) Expansion*
   Phase 1C consists of an expansion of the Phase 1A floating raw water intake and WTP from approximately 21 million gallons per day (MGD) to 30 MGD. Phase 1C also includes modifications and improvements to the existing raw water pipeline and elevated storage tank. Basic services for Phase 1C include design and bidding phase services. Construction phase services will be provided as an additional service as a supplemental amendment to this Agreement.

2) *Phase 2 Land Rights and Stakeholder Coordination*
   Phase 2 includes acquisition of easements and land rights for the 144.7 MGD Phase 2 Deep Water Intake including easements for the intake, intake and transmission tunnels, and electrical service upgrades. Phase 2 also includes stakeholder coordination, public outreach, and select engineering activities to facilitate project development.

The purpose of this Exhibit is to describe engineering and professional services for completion of the Phase 1C and Phase 2 Projects. The primary tasks and major subtasks of this agreement include:

- *1.0 Phase 1C WTP Expansion*
  - *1.1 Project Management, Coordination and Meetings*
  - *1.2 Design Phase*
    - *1.2.1 Preliminary Engineering*
    - *1.2.2 Final Engineering*
  - *1.3 Bidding Phase*
  - *1.4 Agency and Stakeholder Coordination*
  - *1.5 Special Services*
- *2.0 Phase 2 Land Rights and Stakeholder Coordination*
  - *2.1 Project Management, Coordination and Meetings*
  - *2.2 Land Acquisition and Right of Way*
    - *2.2.1 Prioritization Plan and Property Research*
    - *2.2.2 New Overhead Electric Easement Evaluation*
    - *2.2.3 Nameless Substation Expansion Evaluation*
    - *2.2.4 Right-of-Entry*
    - *2.2.5 Surveying and Mapping*

2.2.6 Real Estate Appraisal and Negotiation Services

2.3 Agency and Stakeholder Coordination

2.4 Preliminary Design Updates

3.0 Additional Services

GENERAL ASSUMPTIONS

ENGINEER'S general assumptions apply to all tasks set forth in this Exhibit. Assumptions specific to Phase 1C and Phase 2 are provided in the Basic Scope of Services.

1. *OWNER shall furnish ENGINEER with information pertinent to the Project including CAD files prepared by others for the Phase 1A Water Treatment Plant Project and CAD and parcel files for the Phase 2 Preliminary Engineering Project.*
2. *Draft and final deliverables will be provided in electronic (PDF) format and 10 printed copies will be provided to OWNER for review and filing. Drawings will generally be produced as bound sets of half-size prints. Five bound sets of full-size prints of final bidding and conformed documents shall be produced.*

BASIC SCOPE OF SERVICES

Task 1.0 - Phase 1C WTP Expansion

Task 1.0 shall include design and bidding of the following project elements and facilities:

- Expansion of the Phase 1A floating raw water intake barge. The expansion will be designed by ENGINEER and not completed as a bid allowance to Marine Dynamics as performed in Phase 1A.
- Three additional raw water pumps similar in design and performance to the existing 4160V, 700 horsepower vertical turbine pumps. One pump will have a VFD and the other two pumps will include soft starts.
- New raw water intake ancillary appurtenances including raw water discharge hoses, anchoring systems, and marine power and control conductors.
- Improvements to the existing raw water electrical building to improve ventilation and air handling.
- Implementation of surge control modifications to the existing raw water transmission main to mitigate Phase 2 transient events as described in the Phase 2 Raw Water Pump Station Hydraulic Transient Analysis by Northwest Hydraulic Consultants (Strategy 1).
- Raw water transmission main piping improvements at the WTP to facilitate the future addition of two raw water head tanks.
- Expansion of the treatment structure to add a new treatment train. Project facilities include a new raw water meter vault, hydraulic rapid mix, two flocculation trains, flocculated water channel, sedimentation basin inlet channel, sedimentation basin, sludge collection equipment, basin outlet channel, settled water channel, sludge vault, and filter underdrain and media for two existing filter bays.

- Upgrades to the polymer chemical delivery system.
- Sludge thickener.
- Re-coating of the WTP elevated storage tank interior.
- Replacement of non-functional manually operated valves on the filter-to-waste system with new manually operated valves.
- Security and access control improvements including a new camera at the main entrance of the WTP administration building and access control improvements to link cameras and call buttons to mobile devices.

The following assumptions have been made in preparing the scope of services for Task 1.0 – Phase 1C WTP Expansion:

- The capacity of the floating raw water intake and WTP after Phase 1B and 1C is approximately 21 MGD and 30 MGD, respectively.
- The Phase 1C floating raw water intake and WTP expansion shall be bid as two separate construction contracts.
- The Phase 1C construction contracts shall be bid as competitive sealed proposals utilizing the City of Cedar Park front end documents and CSI MasterFormat (6-digit, 50 division).
- SCADA integration shall be performed by OWNER'S SCADA Integrator, TMT Solutions, Inc., as a bid allowance.
- Electronic AutoCAD record drawings of the Phase 1A floating pump station and WTP projects will be made available by OWNER. Re-drawing of existing structures to be considered an additional service.
- It is understood that the rerated capacity of the OWNER system after completion of Phase 1B is likely to be lower than contemplated during design of Phase 1A. The capacity shortfall will not affect the ability to deliver a minimum of 30 MGD from Phase 1C; however, the capacity of Phase 1D and subsequent WTP expansions will be lower than anticipated during Phase 1A thereby resulting in a reduced ultimate WTP capacity. Various alternatives exist to address this shortfall and maintain an ultimate WTP capacity of 106 MGD. Since the capacity of this expansion will not be significantly impacted by the final approved rerate conditions from Phase 1B, this scope of services will expand the raw water intake and WTP facilities as originally envisioned during design of Phase 1A and does not include an investigation of alternatives to correct this issue. It is recommended that this matter be resolved during final design of Phases 1D and 2.
- No additional borings are required based on a current understanding of the 2008 geotechnical report prepared by Fugro and the facility layout and foundation configuration.
- ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINER in any way contingent upon the ENGINEER signing any such documents.
- It is recognized that neither ENGINEER nor the OWNER has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over

competitive bidding, market or negotiating conditions. Accordingly, ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S Project budget or from any opinion of construction cost or evaluation prepared or agreed to by ENGINEER.

1.1 **Project Management, Coordination and Meetings**

1.1.1 **Project Administration.**

1.1.1.1 Project Management Plan (PMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, document control, change management, and cost and schedule control.

1.1.1.2 Manage and coordinate staff resources, subconsultants, and project planning.

1.1.1.3 Prepare monthly invoices and project progress reports. As a minimum, monthly progress reports shall include a summary description of tasks completed as of the report date, description of activities planned for the next 60 days, financial status of the project, status of schedule for project, and identification of technical or other issues which may have an impact to the overall project budget and/or schedule.

1.1.1.4 Provide and maintain a project schedule in MS Project format that is updated and submitted monthly with each invoice.

1.1.1.5 Facilitate document control and document sharing for electronic filing of documents. Develop and coordinate drawing and graphic standards.

1.1.2 **Project Meetings.** Participants include staff from OWNER and ENGINEER, as well as key ENGINEER subconsultant staff. ENGINEER will prepare meeting minutes and submit for review and comment within 10 days of each meeting.

1.1.2.1 Attend a project kickoff meeting with OWNER.

1.1.2.2 Attend a project review meeting with OWNER and Wiss Janney Elstner Associates to review the Phase 1A site visit reports that may potentially impact design of Phase 1C. It is assumed that the project kickoff meeting and project review meeting will be scheduled on the same day.

1.1.2.3 Attend monthly progress meetings with OWNER for a total of 12 meetings.

1.1.2.4 Attend up to two meetings with the OWNER'S Board to provide a presentation on the background and status of the Project and provide regular progress and status updates.

Task 1.1 Project Management Deliverables

- *Monthly invoices and project progress reports*
- *Project schedule (submitted monthly)*
- *Kickoff meeting agenda and minutes*

- *Monthly progress meeting agendas and minutes (12)*
- *Board presentations (2)*

1.2 **Design Phase.** The purpose of this task is to prepare final drawings and specification for the Project that indicates the scope, extent and character of Work to be performed and furnished by a Contractor. The Design Phase will be considered complete at the date when final bidding documents have been delivered to the OWNER.

1.2.1 **Preliminary Engineering.** The purposes of this subtask are to establish the major project design criteria and constraints to clearly identify the design concepts and address major conflicts.

1.2.1.1 Land acquisition and field reconnaissance.

1.2.1.1.1 Acquire temporary construction easements on Trails End Road for the placement of six new combination air-vacuum (CAV) valves on the existing raw water transmission main.

1.2.1.1.1.1 Obtain rights of entry for survey of temporary construction easements.

1.2.1.1.1.2 Perform field survey and prepare field notes from temporary construction easements.

1.2.1.1.1.3 Provide land acquisition real estate appraisal and negotiation services to convey required land rights and deliver payment to property owners. Send final offer package. Provide condemnation support services as an additional service if negotiations are unsuccessful.

1.2.1.1.2 Research and field verify size and space constraints in 10 existing CAV vaults that require a surge check feature on the inlet of the existing CAV as documented in the Phase 2 Raw Water Pump Station Hydraulic Transient Analysis by Northwest Hydraulic Consultants (Strategy 1).

1.2.1.2 Geotechnical investigation.

1.2.1.2.1 Review the 2008 Phase 1A geotechnical report prepared by Fugro and perform a site visit to review existing site conditions including wall and column locations and the locations and extent of excess fill placement.

1.2.1.2.2 Prepare a Geotechnical Technical Memorandum addressing the suitability of the 2008 recommendations for the new facilities that can be included with the 2008 Phase 1A geotechnical report prepared by Fugro in the Phase 1C project manual. Submit draft and final versions of the Technical Memorandum. Attach the Geotechnical Technical Memorandum as an Appendix to the Basis of Design Report.

1.2.1.3 Hydraulic transient analysis. Perform a hydraulic transient analysis using TransAM transient analysis software to analyze the Phase 1C floating pump station expansion and improvements of the Phase 1A Contract 1 raw water transmission main.

1.2.1.3.1 Modify the existing Phase 2 transient analysis computer model to include the Phase 1A Contract 3 floating intake and Phase 1A Contract 2 underwater pipeline.

1.2.1.3.2 Define the critical operating scenarios for the system and establish hydraulic grade line elevations for the raw water transmission pipeline under steady state operation and static conditions.

1.2.1.3.3 Perform hydraulic transient analysis simulations including pump power failure, planned pump shutdown, and pump startup for the critical operating scenarios.

1.2.1.3.4 Assess whether surge control measures are required to protect the floating intake and Phase 1A Contract 1 and 2 pipelines from adverse pressure transients (e.g., over-pressurization, vapor cavity formation, and large magnitude negative pressures). If surge control measures are advisable, recommend surge protection measures for the system.

1.2.1.3.5 Prepare a Hydraulic Transient Analysis Technical Memorandum. Submit draft and final versions of the Technical Memorandum. Attach the Hydraulic Transient Analysis Technical Memorandum as an Appendix to the Basis of Design Report.

1.2.1.4 Basis of Design Report. The purpose of the Basis of Design Report is to document and communicate the scope, design criteria, and details of the project. The Report includes the following evaluations and information for improvements to the floating raw water intake, raw water transmission main, and WTP. Prepare and submit draft and final versions of the Report.

1.2.1.4.1 Design criteria. Define design criteria and major assumptions used in the evaluation and design of equipment, structures, and alternatives.

1.2.1.4.2 Site layouts. Develop site layouts of the proposed improvements.

1.2.1.4.3 Hydraulic profiles. Prepare hydraulic profiles of the raw water system and WTP.

1.2.1.4.4 Primary system P&IDs. Develop major process P&IDs.

1.2.1.4.5 Process flow diagrams.

1.2.1.4.6 Facility water balance. Update the facility water balance prepared for Phase 1A and 1B based on anticipated OWNER operation strategies.

1.2.1.4.7 Preliminary raw water transmission main CAV upgrades and retrofit plan and schematics.

1.2.1.4.8 Floating pump station layout and sections. Evaluation includes the review of two expansion alternatives including fixed expansion of the existing barge and separate parallel expansion.

1.2.1.4.9 Process structural layouts and sections with main piping and valves.

1.2.1.4.10 Major equipment list.

1.2.1.4.11 Disinfection CT study update.

1.2.1.4.12 Supporting utility requirements.

1.2.1.4.13 Raw water pump station electrical building space load simulation and HVAC improvements to improve cooling.

1.2.1.4.14 HVAC mechanical load simulation of space loads at the WTP to confirm existing cooling capacity is sufficient given new electrical equipment density.

1.2.1.4.15 Instrumentation and control system architecture.

1.2.1.4.16 Electrical one-line diagrams.

1.2.1.4.17 Power system study to verify voltage dip and load flow.

1.2.1.4.18 Site electrical plans.

1.2.1.4.19 Security and access improvements. Evaluate security and access control improvements including a new camera at the main entrance of the WTP administration building and access control improvements to link viewing and operation of cameras and call buttons at the WTP gate and administrative building main door to mobile devices.

1.2.1.4.20 Codes and standards and site development permitting summaries. Develop codes, standards, and permitting requirements that guide selection of alternatives, layouts, and equipment.

1.2.1.4.21 Preliminary opinion of probable construction costs.

1.2.1.4.22 Preliminary project schedule.

1.2.2 **Final Engineering.** The purpose of this subtask is to finalize major design decisions and prepare final construction plans, specifications, and an opinion of probable construction costs for bidding.

1.2.2.1 60 Percent Design.

1.2.2.1.1 Prepare construction drawings to a 60 percent level of completion. This level of completion will generally include the following: cover sheet, sheet index, general notes, abbreviations and symbols, site plans, yard piping plan, grading plan, plans and sections of major facilities, key details, structural design of major facilities, P&IDs, key electrical and instrumentation diagrams.

1.2.2.1.2 Prepare specifications to a 60 percent level of completion. This level of completion will generally include the following: table of contents, front end documents, and specifications for major equipment.

1.2.2.1.3 Adjust and update the opinion of probable construction cost as required.

1.2.2.1.4 Submit 60 percent design documents to OWNER for review. Incorporate OWNER comments into subsequent submittals and provide written responses to review comments.

1.2.2.2 90 Percent Design

1.2.2.2.1 Prepare construction drawings to a 90 percent level of completion. This level of completion is a set of bid-ready documents with the exception of minor comments related to final quality control, OWNER review comments, and agency review comments.

1.2.2.2.2 Prepare specifications to a 90 percent level of completion. This level of completion is a set of bid-ready documents with the exception of minor comments related to final quality control, OWNER review comments, and agency review comments.

1.2.2.2.3 Prepare a 90 percent design opinion of probable construction costs.

1.2.2.2.4 Submit 90 percent design documents to OWNER for review. Incorporate OWNER comments into subsequent submittals and provide written responses to review comments.

1.2.2.3 Final Bidding Documents

1.2.2.3.1 Prepare and furnish final drawings and specifications with incorporated compliance comments and OWNER signatures.

1.2.2.3.2 Prepare an opinion of probable construction costs based on the final documents.

Task 1.2 Design Phase Deliverables

- *Temporary construction easements along Trails End Road for new CAV valves.*
- *Geotechnical Technical Memorandum*
- *Hydraulic Transient Analysis Technical Memorandum*
- *Basis of Design Report*
- *60 Percent Submittal (Drawings, Specifications, Opinion of Probable Construction Costs)*
- *90 Percent Submittal (Drawings, Specifications, Opinion of Probable Construction Costs)*
- *Final Bidding Documents (Drawings and Project Manual)*
- *Final Opinion of Probable Construction Cost*

1.3 **Bidding Phase.** Assist OWNER in advertising, obtaining, and evaluating proposals for the Work. Phase 1C floating raw water intake and WTP expansion shall be bid as two separate construction contracts. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

1.3.1 Assist OWNER in advertising for and obtaining proposals for the Work and, where applicable, maintain a record of prospective proposers to whom Bidding Documents have been issued, conduct one pre-Bid conference for each construction contract, and receive and process contractor deposits or charges for the Bidding Documents. OWNER shall pay for advertisement of the Work.

1.3.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

1.3.3 Consult with OWNER to evaluate the acceptability of substitute materials and equipment proposed by potential contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.

1.3.4 Provide information or assistance needed by OWNER in the course of any negotiations with prospective contractors.

1.3.5 Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents. Prequalifying prime contractors and subcontractors is not included in this effort.

1.3.6 Attend the Bid opening, Prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding OWNER for the Work. Prepare stamped ENGINEER'S recommendation letter and bid tabulation analysis.

1.3.7 Prepare conformed bidding documents. Incorporate addenda modifications into the drawings and specifications.

Task 1.3 Bidding Phase Deliverables

- *Addenda as required*
- *Pre-bid Conference Agenda and Meeting Minutes (2)*
- *Award Recommendation Letter (2)*
- *Conformed construction drawings and specifications (2)*

1.4 **Agency and Stakeholder Coordination.** Coordinate with jurisdictional, regulatory, permitting, and external utility agencies.

1.4.1 **Travis County.** Coordinate with Travis County to discuss construction activities and the use of Travis County right-of-way along the raw water transmission main to construct six new CAV valves and retrofit 10 existing CAV valves. Support preparation of applications for required permits and approvals. Attend up to two meetings with Travis County.

1.4.2 **City of Jonestown.** Coordinate with the City of Jonestown to discuss construction activities along Trails End Road. Support preparation of applications for required permits and approvals. Attend up to two meetings with City of Jonestown.

1.4.3 **Pedernales Electric Cooperative (PEC).** Coordinate electrical power requirements with PEC for upgrading infrastructure to serve the project facilities at the floating intake and WTP sites. Prepare and submit an Electric Service Data Form. Attend up to two meetings with PEC.

1.4.4 **Lower Colorado River Authority (LCRA).** Coordinate with LCRA for review and approval of the floating raw water intake expansion. Support preparation of applications for required permits and approvals. It is anticipated that a Buoy Permit and Utility Permit may be required.

1.4.5 **Texas Commission on Environmental Quality (TCEQ**). Coordinate with TCEQ for permitting review. Attend up to two meetings with TCEQ.

1.4.6 **Texas Water Development Board (TWDB).** Support OWNER coordination with TWDB.

Task 1.4 Agency and Stakeholder Coordination Deliverables

- *Stakeholder coordination meeting minutes (as required)*
- *Applications for permit sand approvals (as required)*

1.5 **Special Services.** If authorized in writing by OWNER, ENGINER shall perform the following Special Services.

1.5.1 **Evaluation of Velocity Conditions in Existing Sedimentation Basins.**

1.5.1.1 Utilize acoustic Doppler survey of an existing sedimentation basin at average demand and peak flow conditions. Profile up to six transects along the length of one sedimentation basin. It is assumed that the WTP can sustain a peak capacity condition of approximately 11 MGD or at a flow to obtain a basin velocity at or above 0.5 cm/second through one basin for at least three consecutive hours. Prepare and submit a technical memorandum on the findings of the evaluation.

1.5.1.2 Based on the recommendations of the velocity profiling identified in the preceding Task and the potential identification of non-uniform velocity conditions, provide computation fluid dynamics (CFD) modeling to evaluate potential improvements to the sedimentation basin design. ANSYS Fluent software will be used to conduct CFD modeling. The inlet and downstream extent of the model will be the flocculator basin gates entering the flocculated water channel (TSC-SLG-FLX02). The outlet of the downstream extent of the model will be the sedimentation basin outlet channel gate (TSC-SLG-SBX02). Conduct up to six simulations including two simulations to confirm the velocity profile measurements conducted in the preceding Task. The model will be conducted at steady-state with a fixed water surface and single-phase flow (water

only). For each modeled scenario, a conservative tracer will be simulated using the model. Flocculated particles will not be modeled. Model results will be presented to OWNER for validation and selection of improvements and modifications to be modeled. A technical memorandum presenting the simulation model results (validation and modification) will be submitted and presented. OWNER comments will be addressed and the technical memorandum will be finalized and incorporated in the Basis of Design Report.

1.5.2 **Raw Water Pump Station Power Factor Evaluation.** Evaluate the type and size of power factor correction required to correct the power factor at the floating pump station site to meet Pedernales Electric Cooperative's power factor requirements. Prepare a Technical Memorandum describing options for correcting power factor and opinions of probable construction cost for OWNER review and approval. Design of a power factor correction capacitor is not included.

Task 1.5 Special Services Deliverables

- *Sedimentation Basin Hydraulic Evaluation Technical Memorandum*
- *Power Factor Correction Technical Memorandum*

Task 2.0 - Phase 2 Land Rights and Stakeholder Coordination

Task 2.0 shall include the following efforts related to the Phase 2 Deep Water Intake:

- Acquisition of easements and land rights for the Phase 2 project including easements for the intake, intake tunnel, transmission tunnel, and electrical service upgrades.
- Stakeholder coordination and public outreach.
- Limited preliminary design updates to support project development.

The following assumptions have been made in preparing the scope of services for Task 2.0 – Phase 2 Land Rights and Stakeholder Coordination:

- The Phase 2 Preliminary Engineering Report dated June 1, 2016 and prepared by HDR is the source document for easement and right of way alignments and widths.
- Preliminary engineering electronic AutoCAD drawings, GIS files, parcel files, and groundwater well inventory database related to design and land rights aspects of the Phase 2 project prepared by HDR and subconsultants to HDR will be made available by OWNER.
- Fees associated with title commitments, insurance, recording fees, and title curative will be paid by OWNER.
- Fees charged by financial institutions to process lien releases or title escrow fees will be paid by OWNER.
- Presentation and discussion of property owner counteroffers will occur during monthly progress meetings with OWNER.

2.1 **Project Management, Coordination and Meetings**

2.1.1 **Project Administration.**

2.1.1.1 Project Management Plan (PMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, document control, change management, and cost and schedule control.

2.1.1.2 Manage and coordinate staff resources, subconsultants, and project planning.

2.1.1.3 Prepare monthly invoices and project progress reports. As a minimum, monthly progress reports shall include a summary description of tasks completed as of the report date, description of activities planned for the next 60 days, financial status of the project, status of schedule for project, and identification of technical or other issues which may have an impact to the overall project budget and/or schedule.

2.1.1.4 Provide and maintain a project schedule in MS Project format that is updated and submitted monthly with each invoice.

2.1.1.5 Facilitate document control and document sharing for electronic filing of documents. Develop and coordinate drawing and graphic standards.

2.1.2 **Project Meetings.** Participants include staff from OWNER and ENGINEER, as well as key ENGINEER subconsultant staff. ENGINEER will prepare meeting minutes and submit for review and comment within 10 days of each meeting.

2.1.2.1 Attend a project kickoff meeting with OWNER.

2.1.2.2 Attend monthly progress meetings with OWNER for a total of 17 meetings.

2.1.2.3 Attend up to two meetings with the OWNER'S Board to provide a presentation on the background and status of the Project and provide regular progress and status updates.

Task 2.1 Project Management Deliverables

- *Monthly invoices and project progress reports*
- *Project schedule (submitted monthly)*
- *Kickoff meeting agenda and minutes*
- *Monthly progress meeting agendas and minutes (24)*
- *Board presentations (2)*

2.2 **Land Acquisition and Right of Way.** Support acquisition of easements and land rights for the Phase 2 Deep Water Intake project. The total number of parcels/easements for Task 2.2 is 106 including 1 fee simple, 4 temporary easements, 53 permanent easements, and 48 rights of entry for locating existing groundwater wells along the intake tunnel alignment as described in Task 2.4.1 Well Mapping, Monitoring, and Mitigation Plan.

2.2.1 **Land Acquisition Prioritization.** Develop a land acquisition prioritization plan to rank the relative order of importance of the acquisition of each easement/parcel and document the plan in a brief memorandum. The purpose of this plan is to guide the strategic acquisition of easement and right of way should the costs of acquiring easements and right of way exceed the amount budgeted by OWNER.

2.2.2 **New Overhead Electric Easement Evaluation.** Confirm power distribution routes and land requirements documented in the 2016 Preliminary Engineering Report. For segments of new overhead electric distribution lines from the Nameless substation to the proposed Phase 2 pump station location, identify additional easement requirement for guy wires beyond the standard 20 feet wide easement required by PEC. This evaluation does not include an evaluation of upgrades to existing overhead electric facilities and any additional easement requirements associated with these requisite upgrades.

2.2.2.1 Determine Guy Wire Easement Requirements. Identify additional easement requirement for guy wires beyond the standard 20 feet wide easement required by PEC. Document findings and recommendations in a Technical Memorandum. Attend up to four meetings with PEC.

2.2.2.2 Environmental Constraints Review. Perform an environmental review of the new easements required to extend power from the PEC Nameless substation to the Phase 2 pump station site on Lime Creek Road. The review includes desktop and field reconnaissance review of approximately two miles of “new build” overhead electric power supply. Specific tasks are as follows. The review does not include the assessment “rebuild” portions of the recommended route wherein existing overhead electric in existing easements will be rebuilt and improved to serve the Phase 2 project. An Environmental Constraints Report will be submitted and presented. OWNER comments will be addressed and the Report will be finalized.

2.2.2.2.1 Jurisdictional Waters Assessment. Identify the location and extent of potential waters of the U.S. in accordance with Section 404 of the Clean Water Act. Utilize aerial photographs, topographical maps, National Wetlands Inventory database, National Hydrography Dataset, soil surveys, and conduct the appropriate field work.

2.2.2.2.2 Hazardous Materials Review. Conduct a hazardous materials review of the study area by completing an American Society for Testing and Materials (ASTM) standard environmental background search and site reconnaissance. The study does not include a complete ASTM 1527-05 level of review.

2.2.2.2.3 Endangered Songbird Review. Perform a habitat assessment for golden-cheeked warbler and black-capped vireo. The task includes visual inspection within the proposed alignment easements and does not include habitat evaluation outside of the project alignment in adjacent areas.

2.2.2.2.4 Cultural Resources Investigations. Prepare a Texas Historical Commission (THC) permit application to perform a cultural resources study. The work includes a pedestrian survey, shovel testing, site photography, site recording, preliminary archival research, National Register eligibility assessment, data analysis, and report preparing and curation in accordance with THC and the Council of Texas Archaeologists standards. The findings of the cultural survey will be prepared as a stand-alone report.

2.2.3 **Nameless Substation Expansion Evaluation.** Coordinate with PEC and perform required evaluations to determine the land requirements for expansion of the Nameless substation. Summarize the channel diversion and environmental review findings in a technical memorandum.

2.2.3.1 Channel Diversion Analysis. An existing ephemeral stream crosses the proposed substation expansion site. Prepare a conceptual level channel diversion plan to accommodate the substation expansion plan proposed by PEC. Complete a topographic and tree survey of the approximate one acre expansion tract using one foot interval contours. The survey will include locating all improvements and visible utilities. The tree survey will include trees 8-inch diameter and larger. Provide a hydrologic and hydraulic analysis for the 2-year through 100-year storm events. Determine the size, typical cross-section and alignment of the proposed channel diversion around the expansion area. Determine the area of likely disturbance and approximate cut and fill quantities. Propose the channel lining and energy dissipation options, if necessary, and erosion control measures for the period during and after construction of the diversion.

2.2.3.2 Environmental Review. Review the substation expansion and channel diversion plans generated in the preceding task for impacts to waters of the US and permitting implications.

2.2.4 **Rights of Entry.** Prepare and mail introduction letter with request for right to enter property. Communicate and coordinate with property owners to secure rights of entry. A total of 106 rights of entry are anticipated inclusive of rights of entry for locating existing groundwater wells along the intake tunnel alignment as described in Task 2.4.1 Well Mapping, Monitoring, and Mitigation Plan. Property owner participation for inventorying existing groundwater wells is voluntary. Task 2.4.1 defines the objectives and approach to development of the well inventory.

2.2.5 **Surveying and Mapping.** Perform surveying services for a total of 48 acquisitions.

2.2.5.1 Verify and recover existing project control points. Horizontal and vertical datums for project control will remain on NAD83/NAVD88 Texas State Plane, Central Zone.

2.2.5.2 Field survey. Perform boundary survey and prepare exhibits and field notes of parcels to be conveyed. The anticipated number of parcels to be surveyed for easements for each project component is as follows.

2.2.5.2.1 Electrical upgrade easements. Survey a portion of 27 parcels for required for power distribution upgrades and relocation of existing electric facilities at the pump station site. The estimated area of the substation site is 1.25 acres. The assumed width of new electrical distribution easements is 20 feet. Additional easement width may be required as determined in Task 2.4.2 for guy wires.

2.2.5.2.2 Subsurface easements. Survey 27 parcels for subsurface easements. The assumed width of subsurface easements for tunnels is 50 feet. Perform a profile survey every 100 linear feet and at grade breaks along the centerline of the intake tunnel alignment (not including submerged areas). Locate building and homes within the proposed tunnel easements.

2.2.5.2.3 Drop shaft easements. Stake two proposed drop shaft locations and survey a portion of three parcels and road right of way for the proposed drop shaft easements. The location, size and configuration of these easements is described in Exhibit 2 of Technical Memorandum 6-2 in the 2016 Phase 2 Preliminary Engineering Report.

2.2.5.3 Groundwater well locates. Locate existing groundwater wells along an 800 foot corridor centered on the intake tunnel alignment using X, Y, and Z coordinates. Contingent on the voluntary participation of property owners, it is anticipated that up to 48 existing groundwater wells may be located along this corridor.

2.2.5.4 Monitoring well locates. Stake four monitoring well locations in Village of Volente right of way along Lime Creek Road using X, Y, and Z coordinates. Locate the monitoring wells as placed and drilled.

2.2.6 **Real Estate Appraisals and Land Plan.**

2.2.6.1 Notices.

2.2.6.1.1 Prepare and conduct personal pre-appraisal contact with interest owners or their designated representatives for each parcel/easement and offer an opportunity to accompany the Appraiser on the inspection of the subject property.

2.2.6.1.2 Secure written permission from the property owner or their designated representative to enter the subject property. If, after diligent effort, the Appraiser is unable to secure written permission

from the property owner, a written waiver must be obtained from BCRUA.

2.2.6.2 Appraisal Report. Prepare an appraisal report for each parcel/easement to be acquired. Reports will conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.

2.2.6.3 Land Plan. Prepare a land plan for the Attwood property. Consider the location and depth of the tunnel and review property owner's master plan in relationship to the proposed tunnel. Prepare schematic plans, exhibits, and a land plan report. Review findings with Village of Volente staff to evaluate feasibility. Prepare a remainder plan with required alterations to the property owner's master plan.

2.2.7 **Negotiation Services.**

2.2.7.1 Analyze preliminary Title Commitment report to identify potential title problems and prepare a title curative plan outlining methods to cure title deficiencies.

2.2.7.2 Secure Title Commitment updates in accordance with insurance rules and requirements for parcel/easement payment submissions.

2.2.7.3 Analyze appraisal report and confirm OWNER approved value prior to making offer for each parcel/easement.

2.2.7.4 Prepare and send the letter transmitting the Landowner's Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

2.2.7.5 Prepare documents required on forms approved by OWNER (i.e., the initial offer letter, memorandum of agreement, instruments of conveyance).

2.2.7.6 Send the written offer and appraisal report to each property owner or the property owner's designated representative by CMRRR.

2.2.7.7 Maintain follow-up contacts and secure the instruments necessary for the closing upon acceptance of the offer.

2.2.7.8 Respond to property owner inquiries verbally or in writing within two business days.

2.2.7.9 The curative services necessary to provide a clear title to OWNER are the responsibility of ENGINEER and thus are part of ENGINEER'S fee for Negotiation Services and Condemnation Support Services.

2.2.7.10 ENGINEER performs closing services in conjunction with the Title Company and will be required to attend closings. In the event of a closing by mail, title work will be reviewed prior to the closing by mail and again prior to recording of the instrument.

2.2.7.11 Cause the recordation of original instruments immediately after closing at the respective County Clerk's Office, except for donations, which

must be forwarded to OWNER for acceptance by the OWNER Board prior to recording.

2.2.7.12 If negotiations are unsuccessful, send a final offer package to property owners by CMRRR.

2.2.7.13 Prepare and provide to OWNER a memo requesting condemnation proceedings using information from the Title Commitment and other available sources to join interested parties.

Task 2.2 Land Acquisition and Right of Way Deliverables

- *Land Acquisition Prioritization Memo*
- *PEC Nameless Circuit Guy Wire Evaluation Technical Memorandum*
- *Environmental Constraints Report for New Build Overhead Electric Power Supply*
- *Cultural Survey Report for New Build Overhead Electric Power Supply*
- *Nameless Substation Expansion Plan Technical Memorandum*
- *Land Plan for the Attwood property*
- *Recorded conveyance documents and title policy for successful negotiations*
- *Memo requesting condemnation proceedings including a copy of the final project file for unsuccessful negotiations*

2.3 **Agency and Stakeholder Coordination**.

2.3.1 **Village of Volente (Village).**

2.3.1.1 Meetings.

2.3.1.1.1 Develop and present one town-hall style presentation to provide a project update to the Village.

2.3.1.1.2 Meet with OWNER and Village quarterly for a total of five meetings to provide project progress updates and coordinate future activities.

2.3.1.2 Coordination and communication. Support ongoing OWNER coordination and communication with the Village. Prepare and submit project figures and exhibits for use and display by the Village including a general project layout, an overall project schedule, a detailed schedule of activities included in this scope of services that will in occur in and around the Village, and summary updates of upcoming activities. Coordinate activities within the Village corporate limits with OWNER and the Village.

2.3.1.3 Interlocal Agreement (ILA) Support. Support OWNER development of an ILA with the Village.

2.3.1.3.1 Assist OWNER in defining project requirements to be included in the ILA and responding to Village key issues including construction impacts, spoils handling, intake tunnel concrete drop shaft

requirements, traffic and hauling, roadway assessment and repair, and O&M activities for the proposed maintenance building.

2.3.1.3.2 Attend up to four meetings with OWNER and Village to support development of the ILA.

2.3.2 **Travis County.** Coordinate with Travis County to discuss the use of Travis County right-of-way along the recommended tunnel and electrical upgrade alignments. Attend up to two meetings with Travis County.

2.3.3 **Lower Colorado River Authority.** Attend up to three meetings with LCRA to provide an overview of the project requirement, land acquisition process, and technical concepts and layouts for the intake and intake tunnel.

Task 2.3 Agency and Stakeholder Coordination Deliverables

- *Village of Volente town-hall presentation*
- *Stakeholder coordination meeting minutes (as required)*

2.4 **Preliminary Design Updates.** Perform the following task related to updating information in the Phase 2 Preliminary Engineering Report (June 1, 2016) to support OWNER planning and agency and stakeholder coordination.

2.4.1 **Well Mapping, Monitoring, and Mitigation Plan.** Prepare a supplemental update to Technical Memorandum 6-3 (Preliminary Well Mapping, Monitoring, and Mitigation Plan) from the Phase 2 Preliminary Engineering Report. The primary objectives of this task are to expand the well mapping database within the recommended horizontal offset from the subsurface tunnels and to implement well monitoring recommendations through the construction of new monitoring wells and water level and water quality monitoring of the existing piezometers and proposed monitoring wells. Information obtained in this task will be used to baseline groundwater conditions and proactively categorize and identify groundwater wells that may potentially be vulnerable to impacts.

2.4.1.1 Update the existing well mapping database.

2.4.1.1.1 Add new wells to the database as required from the Texas Water Development Board and TCEQ digital databases and file records.

2.4.1.1.2 Inventory existing wells in the 800 feet offset of the tunnel alignment from information obtained under Task 2.2.4.3. Coordinate with land agent and surveyor to collect additional information on specific wells of interest including well depth, position of the well screen, pump setting, and static water level.

2.4.1.2 Perform groundwater monitoring.

2.4.1.2.1 Install four monitoring wells adjacent to the land boring sites LB-2 and LB-4 as proposed in TM 6-3 (attached to the 2016 Phase 2 Preliminary Engineering Report). The well construction program includes construction of the wells, oversight and verification of the

drilling operation, geologic logging, well completion diagrams, stratigraphic logs, and transducer installation and documentation.

2.4.1.2.2 Obtain groundwater well level and water quality information.

2.4.1.2.2.1 Download continuous monitoring data from the proposed monitoring wells monthly.

2.4.1.2.2.2 Sample water levels in the existing land borings completed during Phase 2 Preliminary Engineering monthly.

2.4.1.2.2.3 Collect monthly manual well level measurements from up to 10 privately owned wells along the tunnel alignment and within the 800 feet offset.

2.4.1.2.2.4 Collect monthly groundwater water quality samples from the four monitoring wells and up to six privately owned wells along the tunnel alignment and within the 800 feet offset.

2.4.1.3 Reporting.

2.4.1.3.1.1 Prepare a supplemental update to TM 6-3 to document the updated well mapping database and water monitoring information.

2.4.1.3.1.2 Develop a web-GIS application for well owners that provides project monitoring data. The monitoring data will include well-specific data including well logs and completion information as available in addition to water level monitoring and water quality data.

2.4.2 **Phasing and Capacity.** Update the phasing and capacity summary from the Phase 2 Preliminary Engineering Report based on updated future water demand projections from the three partner cities. The purpose of this update is to estimate the when the initial Phase 2 project and subsequent capacity expansions may be required. The projections do not represent an officially accepted forecast of future water demands by OWNER or the three partner cities. Summarize the findings in a brief Technical Memorandum.

2.4.3 **Project Schedule.** Update the Phase 2 project implementation schedule from the Preliminary Engineering Report and include the schedule in the Phasing and Capacity Technical Memorandum.

2.4.4 **Pumping System Research.** Consult with pumps suppliers identified during Phase 2 preliminary engineering and Southern Nevada Water Authority (SNWA) to assess the performance of submersible pumps installed at SNWA for performance testing. Document relevant information and findings in a memorandum.

Task 2.4 Preliminary Design Updates Deliverables

- *Well Mapping, Monitoring, and Mitigation Plan Technical Memorandum*
- *Phasing and Capacity Technical Memorandum (includes Phase 2 Project Implementation Schedule)*
- *Pumping System Memorandum*

Task 3.0 - Additional Services

The following Additional Services are not included in the Scope of Services and will not be performed unless specifically authorized by the OWNER:

3.1 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project including obtaining easements.

3.2 Providing information or assistance needed by OWNER or OWNER'S legal counsel to prepare for easement proceedings.

3.3 Construction Phase Services. After acceptance by OWNER of the Phase 1C Final Bidding Documents and upon written authorization, construction phase services shall be provided. Work tasks for construction phase services will be defined in a future scope of services.

3.4 Performing bench-scale or outside laboratory water quality studies.

3.5 Environmental, biological, historical, and cultural field investigations for efforts other than those associated with the study of the route for the proposed new electrical distribution service lines.

3.6 Coordination with other regulatory including but not limited to Texas Parks & Wildlife Department (TPWD), U.S. Fish & Wildlife Service (USFWS), Balcones Canyonland Conservation Plan, and U.S. Environmental Protection Agency (USEPA).

3.7 Site clearing and grading for monitoring well drilling equipment to access the proposed monitoring well locations and site restoration activities beyond the removal of boring spoils.

3.8 Bathymetric surveying and mapping services.

3.9 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.10 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.

3.11 Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction, or

method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to other causes beyond ENGINEER'S control.

3.12 Services required as a result of OWNER'S providing incomplete or incorrect Project information to ENGINEER.

3.13 Services required due to delays or other causes beyond ENGINEER'S control.

3.14 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

3.15 Furnishing services of Consultants for other than Basic Services.

3.16 Services attributable to assisting the OWNER in prequalifying prime contractors and/or subcontractors/suppliers for this Project.

3.17 Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

3.18 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

3.19 Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.

3.20 Preparation of comprehensive operation and maintenance manuals beyond that required to be supplied by the Contractor within the Construction Contract.

3.21 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

3.22 Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

3.23 Providing construction surveys and staking to enable Contractor to perform its work,

3.24 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

EXHIBIT C

WORK SCHEDULE

A detailed project work schedule is attached to this Exhibit C as Appendix 1. The assumed primary Task durations are as follows. Specific sub-task dates and durations contained in Appendix 1 are anticipated to vary.

- Task 1.0 – WTP Expansion: 14 months (12 month Design Phase and 2 month Bidding Phase)
- Task 2.0 – Land Rights and Stakeholder Coordination: 17 months

Appendix 1 to Exhibit C
Detailed Work Schedule

Brushy Creek Regional Utility Authority - Phase 1C WTP Expansion and Phase 2 Land Rights and Stakeholder Coordination
Project Schedule

ID	Task Name	Start
1	**TASK 1.0 - PHASE 1C WTP EXPANSION**	
2	**Task 1.1 - Project Management**	**Mon 5/1/17**
3	1.1 - Project Administration	Mon 5/1/17
5	1.2 - Project Meetings (Monthly OC Progess Meetings not shown)	Wed 5/3/17
9	**Task 1.2 - Design Phase**	**Thu 5/4/17**
10	1.2.1 - Preliminary Engineering	Thu 5/4/17
11	1.2.1.1 - Land Rights and Field Recon	Fri 5/5/17
12	1.2.1.2 - Geotechnical Investigation	Thu 5/4/17
13	Evaluation	Thu 5/4/17
14	Draft Geotechnical TM	Fri 6/9/17
15	Final Geotechnical TM	Mon 7/17/17
16	1.2.1.3 - Hydraulic Transient Analysis	Thu 5/4/17
17	Evaluation	Thu 5/4/17
18	Draft Hydraulic Transient TM	Fri 6/23/17
19	Final Hydraulic Transient TM	Mon 7/31/17
20	1.2.1.4 - Basis of Design	Fri 5/5/17
21	Evaluation and BOD Preparation	Fri 5/5/17
22	Draft Basis of Design Report	Mon 8/21/17
23	Final Basis of Design Report	Tue 9/26/17
24	1.2.2 - Final Engineering	Wed 8/23/17
25	1.2.2.1 - 60 Percent Design	Wed 8/23/17
26	Design Activities	Wed 8/23/17
27	60 Percent Submittal	Thu 12/7/17
28	1.2.2.2 - 90 Percent Design	Mon 12/11/17
29	Design Activities	Mon 12/11/17
30	90 Percent Submittal	Tue 3/27/18
31	1.2.2.3 - Final Bidding Documents	Thu 3/29/18
32	Evaluation	Thu 3/29/18
33	Final Bidding Documents Submittal	Fri 4/27/18
34	**Task 1.3 - Bidding Phase**	**Tue 5/1/18**
35	Advertisements	Tue 5/1/18
36	Advertisement #1	Tue 5/1/18
37	Advertisement #2	Tue 5/8/18
38	Advertisement #3	Tue 5/15/18
39	Pre-Proposal Conferences	Thu 5/10/18
40	Bid Opening	Mon 6/4/18
41	Proposal Review and Negotiation	Tue 6/5/18
42	Recommendation to Award	Tue 6/19/18
43	**Task 1.4 - Agency and Stakeholder Coordination**	**Thu 5/4/17**
44	1.4.1 - Travis County	Thu 5/4/17
45	1.4.2 - City of Jonestown	Thu 7/27/17
46	1.4.3 - PEC	Tue 6/13/17
47	1.4.4 - LCRA	Thu 11/30/17
48	1.4.5 - TCEQ	Wed 3/28/18
49	**Task 1.5 - Special Services**	**Fri 5/19/17**
50	1.5.1 - Sedimentation Basin CFD Evaluation	Fri 5/19/17
51	Evaluation	Fri 5/19/17
52	Draft Sedimentation CFD TM	Mon 7/10/17
53	Final Sedimentation CFD TM	Tue 8/22/17
54	1.5.2 - Pump Station Power Factor Evaluation	Fri 6/16/17
55	Evaluation	Fri 6/16/17
56	Draft Pump Station Power Factor TM	Mon 7/10/17
57	Final Pump Station Power Factor TM	Tue 8/8/17
58		
59		
60	**TASK 2.0 - PHASE 2 LAND RIGHTS AND STAKEHOLDER COORDINATION**	
61	**Task 2.1 - Project Management**	**Mon 5/1/17**
62	2.1 - Project Administration	Mon 5/1/17
65	2.2 - Project Meetings (Monthly OC Progess Meetings not shown)	Mon 5/1/17
66	**Task 2.2 - Land Acquisition and ROW**	**Wed 5/3/17**
67	2.2.1 - Land Acquisition Prioritization	Wed 5/3/17
68	2.2.2 - Environmental Constraints Review	Wed 5/3/17
69	Evaluation	Wed 5/3/17
70	Draft Environmental Constraints Report	Thu 6/1/17
71	Final Environmental Constraints Report	Fri 6/30/17
72	2.2.3 - PEC Circuit Guy Wire Evaluation	Wed 5/3/17
73	Evaluation	Wed 5/3/17
74	Draft Nameless Circuit Report	Thu 6/29/17
75	Final Nameless Circuit Report	Fri 6/30/17
76	2.2.4 - Rights of Entry	Thu 5/18/17
77	2.2.5 - Surveying and Mapping	Thu 8/10/17
78	2.2.6 - Appraisals and Land Plan	Thu 10/12/17
79	2.2.7 - Negotiation and Closing Services	Thu 12/14/17
80	**Task 2.3 - Agency and Stakeholder Coordination**	**Wed 5/3/17**
81	2.3.1 - Village of Volente	Wed 5/3/17
82	2.3.1.1 - Meetings	Wed 6/21/17
83	2.3.1.1.1 - Town Hall Presentation	Wed 6/21/17
84	2.3.1.1.2 - Quarterly Meetings	Thu 9/28/17
85	Q3 2017	Thu 9/28/17
86	Q4 2017	Thu 11/30/17
87	Q1 2018	Thu 1/25/18
88	Q2 2018	Thu 4/26/18
89	Q3 2018	Thu 6/28/18
90	Q4 2018	Thu 10/25/18
91	2.3.1.2 - Coordination and Communication	Wed 5/3/17
92	2.3.1.3 - ILA Support	Wed 5/3/17
93	2.3.2 - Travis County	Wed 5/3/17
94	2.3.3 - LCRA	Wed 5/3/17
95	**Task 2.4 - Preliminary Design Updates**	**Fri 5/12/17**
96	2.4.1 - Well Mapping, Monitoring, and Mitigation Plan	Fri 5/12/17
97	Evaluation	Fri 5/12/17
98	Draft Well Report	Mon 4/2/18
99	Final Well Report	Tue 4/3/18
100	2.4.2 - Phasing and Capacity	Tue 1/9/18
101	2.4.3 - Project Schedule	Tue 1/30/18
102	2.4.4 - Pumping System Research	Tue 2/27/18
103		

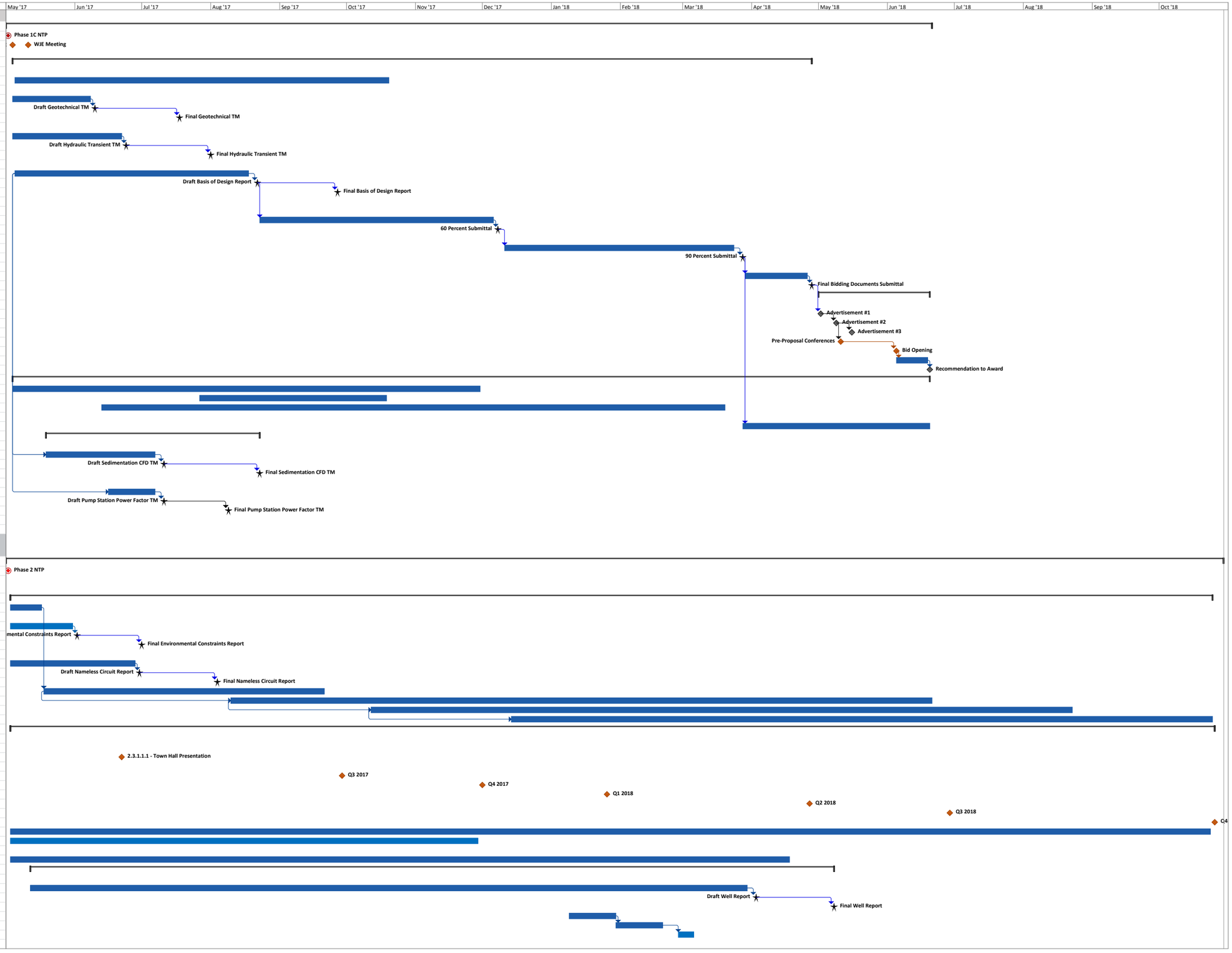


EXHIBIT D

Fee Schedule

Attached Behind This Page

EXHIBIT D

COMPENSATION

Total compensation for Basic Services set forth in Exhibit B is estimated to be $3,776,500. OWNER shall pay ENGINEER for Basic Services Task 1.0 – Phase 1C Water Treatment Plant Expansion set forth in Exhibit B on the basis of Lump Sum as described in Paragraph 1.0. OWNER shall pay ENGINEER for Basic Services Tasks 2.0 – Phase 2 Land Rights and Stakeholder Coordination set forth in Exhibit B on the basis of Standard Hourly Rates as described in Paragraph 2.0. ENGINEER'S labor and fee summaries are attached as Appendix 1.

1.0 OWNER shall pay ENGINEER for Basic Services Task 1.0 – Phase 1C Water Treatment Plant Expansion set forth in Exhibit B as follows:

A. A Lump Sum amount of $1,763,900 based on the following estimated distribution of compensation:

1.	Task 1.1 – Project Management, Coordination, and Meetings	$207,400
2.	Task 1.2 – Design Phase	$1,376,300
3.	Task 1.3 – Bidding Phase	$76,400
4.	Task 1.4 – Agency and Stakeholder Coordination	$31,700
5.	Task 1.5 – Special Services	$72,100

B. The portion of the Lump Sum amount billed for ENGINEER'S services will be based upon ENGINEER'S estimate of the percentage of the total services actually completed during the billing period for each Task described in Paragraph 1.0.A.

C. ENGINEER may not alter the distribution of compensation between individual phases noted herein and shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

D. The Lump Sum includes compensation for ENGINEER'S services and services of ENGINEER'S Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.

2.0 OWNER shall pay ENGINEER for Basic Services Task 2.0 – Phase 2 Land Rights and Stakeholder Coordination set forth in Exhibit B as follows:

A. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER'S personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER'S Consultants' charges, if any.

B. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER'S services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or ENGINEER'S Consultants' charges.

C. ENGINEER'S Standard Hourly Rates are attached to this Exhibit D as Appendix 2.

D. The total compensation for services under Paragraph 2.0 is estimated to be $2,012,600 based on the following distribution of compensation:

1.	Task 2.1 – Project Management, Coordination, and Meetings	$229,500
2.	Task 2.2 – Land Acquisition and Right of Way	$1,464,300
3.	Task 2.3 – Agency and Stakeholder Coordination	$137,100
4.	Task 2.4 – Preliminary Design Updates	$181,700

E. ENGINEER may not alter the distribution of compensation between individual phases of the work noted herein and shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

F. The total estimated compensation for ENGINEER'S services included in the breakdown by phases as noted in Paragraph 2.0.D incorporates all labor, overhead, profit, Reimbursable Expenses, and ENGINEER'S Consultant's charges.

G. If it becomes apparent to ENGINEER that the compensation amount for Engineer's services will be exceeded, ENGINEER shall give OWNER written notice thereof for review of the matter.

H. The amounts billed for ENGINEER'S services under Paragraph 2.0 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER'S employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER'S Consultants' charges.

I. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER multiplied by a factor of 5%.

3.0 Other Provisions Concerning Payment

A. Whenever ENGINEER is entitled to compensation for the charges of ENGINEER'S Consultants, those charges shall be the amounts billed by ENGINEER'S Consultants to Engineer times a factor of 5%.

Appendix 1 to Exhibit D

Brushy Creek Regional Utility Authority

Phase 1C WTP Expansion and Phase 2 Land Rights and Stakeholder Coordination

Labor Summary

	Walker Partners Labor Classifications and Hours											
	Project Principal	Project Manager	Senior QA/QC Reviewer	Senior Process Engineer	Project Engineer	EIT	Senior Designer	Admin Support	Survey RPLS	3 Man Survey Crew	Survey Technician	Walker Partners Total Hours
TASK DESCRIPTION												
TASK 1.0 - PHASE 1C WTP EXPANSION												
1.1 Project Management, Coordination, and Meetings												
1.1.1 Project Administration	8	120	8		40			80				256
1.1.2 Project Meetings												
1.1.2.1 Kickoff Meeting	2	4	1	8				4				19
1.1.2.2 WJE Meeting	2	4	1	8				4				19
1.1.2.3 Monthly Progress Meetings	4	50	8	50	16		8	16				152
1.1.2.4 BCRUA Board Updates	2	24	4		16		16	16				78
SUBTOTAL	**18**	**202**	**22**	**66**	**72**		**24**	**120**				**524**
1.2 Design Phase												
1.2.1 Preliminary Engineering												
1.2.1.1 Land Acquisition and Field Reconnaissance												
1.2.1.1.1 TER TCEs		4		8		12		8	15	40	38	125
1.2.1.1.2 Existing CAV Field Measurements		2		4	8	16						30
1.2.1.2 Geotechnical Investigation		4	2	4				4				14
1.2.1.3 Hydraulic Transient Analysis	2	10	2	24	40			4				82
1.2.1.4 Basis of Design Report	22	82	21	164	132	144	216	32				813
1.2.2 Final Engineering												
1.2.2.1 60 Percent Design												
1.2.2.1.1 Construction Drawings to 60% Level	4	60	12	100	120	160	240	4				700
1.2.2.1.2 Specifications to 60% Level	4	16	8	24	60	40		24				176
1.2.2.1.3 OPCC to 60% Level	4	8	8	24	24	40	40	4				152
1.2.2.1.4 60% Submittal and Comment Recovery	4	4		8	16	16	40	8				96
1.2.2.2 90 Percent Design												
1.2.2.2.1 Construction Drawings to 90% Level	4	60	12	100	160	200	240					776
1.2.2.2.2 Specifications to 90% Level	4	16	8	80	120	100		80				408
1.2.2.2.3 OPCC to 90% Level	4	8	8	16	16							52
1.2.2.2.4 90% Submittal and Comment Recovery	4	4		8	24		24	24				88
1.2.2.3 Final Bidding Documents												
1.2.2.3.1 Final Drawings and Specifications	4	8	8	40	80	80	80	80				380
1.2.2.3.2 Final OPCC	4	8	8	16	24							60
SUBTOTAL	**64**	**294**	**97**	**620**	**824**	**808**	**880**	**272**	**15**	**40**	**38**	**3,952**
1.3 Bidding Phase												
1.3.1 Plan Issuance and Pre-Bid Conference	2	4		12				40				58
1.3.2 Issue Addenda	2	4	4	40			60	16				126
1.3.3 Substitutions Evaluation			2	8								10
1.3.4 Negotiation		4		8								12
1.3.5 Proposal Review	2	4		8				8				22
1.3.6 Bid Tab and Recommendation		1		4				4				9
1.3.7 Conformed Documents		2		8			24	24				58
SUBTOTAL	**6**	**19**	**6**	**88**			**84**	**92**				**295**
1.4 Agency and Stakeholder Coordination												
1.4.1 Travis County	2	16			24			8				50
1.4.2 City of Jonestown		8				12		4				24
1.4.3 Pedernales Electric Cooperative		8		16				4				28
1.4.4 Lower Colorado River Authority		4		8				4				16
1.4.5 Texas Commission on Environmental Quality		2		4	8			4				18
1.4.6 Texas Water Development Board		12			12			8				32
SUBTOTAL	**2**	**50**		**28**	**44**	**12**		**32**				**168**
1.5 Special Services												
1.5.1 Sedimentation Basin CFD Evaluation												
1.5.1.1 Doppler Survey		2	1		4			4				11
1.5.1.2 CFD Modeling	1	2	2		4			4				13
1.5.2 Pump Station Power Factor Evaluation		2	2		4			4				12
SUBTOTAL	**1**	**6**	**5**		**12**			**12**				**36**
TASK 1.0 TOTAL HOURS	**91**	**571**	**130**	**802**	**952**	**820**	**988**	**528**	**15**	**40**	**38**	**4,975**
Task 2.0 - Phase 2 Land Rights and Stakeholder Coordination												
2.1 Project Management, Coordination, and Meetings												
2.1.1 Project Administration	12	120	8		40			40				220
2.1.2 Project Meetings												
2.1.2.1 Kickoff Meeting	2	4			8			4				18
2.1.2.2 Monthly Progress Meetings	4	50	8	24		24	24	16				150
2.1.2.3 BCRUA Board Updates	2	24	4		16		16	16				78
SUBTOTAL	**20**	**198**	**20**	**24**	**64**	**24**	**40**	**76**				**466**
2.2 Land Acquisition and Right of Way												
2.2.1 Prioritization Plan and Property Research		2					2		2			6
2.2.2 New Overhead Electric Easement Evaluation	3	42	8	16		20		28				117
2.2.3 Nameless Substation Expansion Evaluation	1	8	2		50		16		4	10	12	103
2.2.4 Rights of Entry	2	8			24			8				42
2.2.5 Surveying and Mapping	4	28	16		24	36	40	40	252	676	936	2,052
2.2.6 Real Estate Appraisals and Land Plan	1	8	2	16	24			24				75
2.2.7 Negotiation Services	1	8	2		8			16				35
SUBTOTAL	**12**	**104**	**30**	**32**	**130**	**56**	**58**	**116**	**258**	**686**	**948**	**2,430**
2.3 Agency and Stakeholder Coordination												
2.3.1 Village of Volente												
2.3.1.1 Meetings												
2.3.1.1.1 Town Hall Presentation	4	40	4	24	24		40	16				152
2.3.1.1.2 Quarterly Meetings		40					16	16				72
2.3.1.2 Coordination and Communication	2	40	4	16	24		24	16				126
2.3.1.3 ILA Support	2	24	4	24	50		24	16				144
2.3.2 Travis County	1	4	2	16			8	4				35
2.3.3 Lower Colorado River Authority	1	12	2	24			24	8				71
SUBTOTAL	**10**	**160**	**16**	**104**	**98**		**136**	**76**				**600**
2.4 Preliminary Design Updates												
2.4.1 Well Mapping, Monitoring, Mitigation Plan	2	8	2	40			32	8				92
2.4.2 Phasing and Capacity	2	4	2	8	16			2				34
2.4.3 Project Schedule	2	2		4				4				12
2.4.4 Pumping System Research	8	8	8									24
SUBTOTAL	**14**	**22**	**12**	**52**	**16**		**32**	**14**				**162**
TASK 2.0 TOTAL HOURS	**56**	**484**	**78**	**212**	**308**	**80**	**266**	**282**	**258**	**686**	**948**	**3,658**
TOTAL HOURS	**147**	**1,055**	**208**	**1,014**	**1,260**	**900**	**1,254**	**810**	**273**	**726**	**986**	**8,633**

Brushy Creek Regional Utility Authority

Phase 1C WTP Expansion and Phase 2 Land Rights and Stakeholder Coordination

Fee Summary

	Walker Partners Total Cost	Subconsultant Cost									Total Fee
		CLS	FNI	Schnabel	Intera	NHC	Portier Group	David Dial	M&S	aci	
TASK DESCRIPTION											
TASK 1.0 - PHASE 1C WTP EXPANSION											
1.1 Project Management, Coordination, and Meetings											
1.1.1 Project Administration	$49,178		$58,561								$107,739
1.1.2 Project Meetings											
1.1.2.1 Kickoff Meeting	$4,059		$12,387								$16,446
1.1.2.2 WJE Meeting	$4,101										$4,101
1.1.2.3 Monthly Progress Meetings	$33,405		$26,086								$59,491
1.1.2.4 BCRUA Board Updates	$14,683										$14,683
Sub Management Fee	$4,900										$4,900
SUBTOTAL	**$110,324**		**$97,034**								**$207,400**
1.2 Design Phase											
1.2.1 Preliminary Engineering											
1.2.1.1 Land Acquisition and Field Reconnaissance											
1.2.1.1.1 TER TCEs	$18,476	$30,920									$49,396
1.2.1.1.2 Existing CAV Field Measurements	$4,285							$500			$4,785
1.2.1.2 Geotechnical Investigation	$2,863			$12,800							$15,663
1.2.1.3 Hydraulic Transient Analysis	$16,125					$25,855					$41,980
1.2.1.4 Basis of Design Report	$140,737		$106,644			$1,945	$5,000	$3,820			$258,146
1.2.2 Final Engineering											
1.2.2.1 60 Percent Design											
1.2.2.1.1 Construction Drawings to 60% Level	$113,309		$197,096				$2,500	$2,320			$315,225
1.2.2.1.2 Specifications to 60% Level	$28,585		$6,248								$34,833
1.2.2.1.3 OPCC to 60% Level	$24,686		$8,688								$33,374
1.2.2.1.4 60% Submittal and Comment Recovery	$14,923		$6,248								$21,171
1.2.2.2 90 Percent Design											
1.2.2.2.1 Construction Drawings to 90% Level	$123,268		$183,675				$2,500	$2,320			$311,763
1.2.2.2.2 Specifications to 90% Level	$60,975		$7,412								$68,387
1.2.2.2.3 OPCC to 90% Level	$11,646		$8,970								$20,616
1.2.2.2.4 90% Submittal and Comment Recovery	$13,683		$14,388								$28,071
1.2.2.3 Final Bidding Documents											
1.2.2.3.1 Final Drawings and Specifications	$53,563		$62,383					$1,000			$116,946
1.2.2.3.2 Final OPCC	$13,266		$7,701								$20,967
Sub Management Fee	$35,000										$35,000
SUBTOTAL	**$675,388**	**$30,920**	**$609,453**	**$12,800**		**$27,800**	**$10,000**	**$9,960**			**$1,376,300**
1.3 Bidding Phase											
1.3.1 Plan Issuance and Pre-Bid Conference	$8,120		$3,895								$12,015
1.3.2 Issue Addenda	$22,075		$16,704								$38,779
1.3.3 Substitutions Evaluation	$2,350										$2,350
1.3.4 Negotiation	$2,840										$2,840
1.3.5 Proposal Review	$4,083										$4,083
1.3.6 Bid Tab and Recommendation	$1,506										$1,506
1.3.7 Conformed Documents	$8,365		$5,204								$13,569
Sub Management Fee	$1,300										$1,300
SUBTOTAL	**$50,639**		**$25,803**								**$76,400**
1.4 Agency and Stakeholder Coordination											
1.4.1 Travis County	$9,520										$9,520
1.4.2 City of Jonestown	$3,653										$3,653
1.4.3 Pedernales Electric Cooperative	$6,184										$6,184
1.4.4 Lower Colorado River Authority	$3,291										$3,291
1.4.5 Texas Commission on Environmental Quality	$3,218										$3,218
1.4.6 Texas Water Development Board	$5,787										$5,787
Sub Management Fee											
SUBTOTAL	**$31,653**										**$31,700**
1.5 Special Services											
1.5.1 Sedimentation Basin CFD Evaluation											
1.5.1.1 Doppler Survey	$1,838		$7,176								$9,014
1.5.1.2 CFD Modeling	$2,404		$40,768								$43,172
1.5.2 Pump Station Power Factor Evaluation	$2,113		$14,626								$16,739
Sub Management Fee	$3,100										$3,100
SUBTOTAL	**$9,455**		**$62,570**								**$72,100**
TASK 1.0 TOTAL FEE	**$877,458**	**$30,920**	**$794,860**	**$12,800**		**$27,800**	**$10,000**	**$9,960**			**$1,763,900**
Task 2.0 - Phase 2 Land Rights and Stakeholder Coordination											
2.1 Project Management, Coordination, and Meetings											
2.1.1 Project Administration	$47,865	$112,875									$160,740
2.1.2 Project Meetings											
2.1.2.1 Kickoff Meeting	$3,304	$1,500									$4,804
2.1.2.2 Monthly Progress Meetings	$29,528	$13,300									$42,828
2.1.2.3 BCRUA Board Updates	$14,683										$14,683
Sub Management Fee	$6,400										$6,400
SUBTOTAL	**$101,779**	**$127,675**									**$229,500**
2.2 Land Acquisition and Right of Way											
2.2.1 Prioritization Plan and Property Research	$1,220	$400									$1,620
2.2.2 New Overhead Electric Easement Evaluation	$21,743	$4,628							$60,000	$17,600	$103,971
2.2.3 Nameless Substation Expansion Evaluation	$17,459									$2,700	$20,159
2.2.4 Rights of Entry	$7,309	$133,400									$140,709
2.2.5 Surveying and Mapping	$292,128			$5,000							$297,128
2.2.6 Real Estate Appraisals and Land Plan	$12,411	$342,000									$354,411
2.2.7 Negotiation Services	$5,542	$481,280		$6,800							$493,622
Sub Management Fee	$52,700										$52,700
SUBTOTAL	**$410,511**	**$961,708**		**$11,800**					**$60,000**	**$20,300**	**$1,464,300**
2.3 Agency and Stakeholder Coordination											
2.3.1 Village of Volente											
2.3.1.1 Meetings											
2.3.1.1.1 Town Hall Presentation	$30,448	$3,157									$33,605
2.3.1.1.2 Quarterly Meetings	$14,395										$14,395
2.3.1.2 Coordination and Communication	$25,015										$25,015
2.3.1.3 ILA Support	$26,578	$10,000									$36,578
2.3.2 Travis County	$7,090	$1,157									$8,247
2.3.3 Lower Colorado River Authority	$13,716	$4,628									$18,344
Sub Management Fee	$900										$900
SUBTOTAL	**$118,141**	**$18,942**									**$137,100**
2.4 Preliminary Design Updates											
2.4.1 Well Mapping, Monitoring, Mitigation Plan	$17,988				$138,327						$156,315
2.4.2 Phasing and Capacity	$7,071										$7,071
2.4.3 Project Schedule	$2,301										$2,301
2.4.4 Pumping System Research	$9,158										$9,158
Sub Management Fee	$6,900										$6,900
SUBTOTAL	**$43,416**				**$138,327**						**$181,700**
TASK 2.0 TOTAL FEE	**$673,847**	**$1,108,325**		**$11,800**	**$138,327**				**$60,000**	**$20,300**	**$2,012,600**
TOTAL FEE	**$1,551,305**	**$1,139,245**	**$794,860**	**$24,600**	**$138,327**	**$27,800**	**$10,000**	**$9,960**	**$60,000**	**$20,300**	**$3,776,500**

Appendix 2 to Exhibit D
Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Managing Principal	$275/hour
Manager III	$260/hour
Manager II	$225/hour
Manager I	$195/hour
Senior Engineer III	$275/hour
Senior Engineer II	$225/hour
Senior Engineer I	$200/hour
Survey Manager	$200/hour
Senior Project Manager	$165/hour
Project Manager	$150/hour
Senior Design Engineer	$150/hour
Project Engineer III	$130/hour
Project Engineer II	$120/hour
Project Engineer I	$110/hour
Senior Project Surveyor	$130/hour
Project Surveyor III	$110/hour
Project Surveyor II	$95/hour
Project Surveyor I	$85/hour
Professional IV	$95/hour
Professional III	$90/hour
Professional II	$85/hour
Professional I	$80/hour
Technician XI	$150/hour
Technician X	$130/hour
Technician VII	$110/hour
Technician VI	$95/hour
Technician V	$90/hour
Technician IV	$80/hour
Technician III	$75/hour
Technician II	$60/hour
Technician I	$50/hour
Support Staff III	$80/hour
Support Staff II	$70/hour
Support Staff I	$60/hour
4-Man Crew	$170/hour
3-Man Crew	$160/hour
2-Man Crew	$135/hour
1-Man Crew	$115/hour

Land Agent Project Manager	$200/hour
Senior Land Agent	$140/hour
Acquisition Agent	$125/hour
Title Agent	$100/hour
GIS, VROW & ROW Technician	$85/hour
Administrative Agent	$75/hour
Land Planner	$200hour
Researcher/Planner	$150/hour
Land Planner Technician	$110/hour
Lead Appraiser	$250/hour

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

Client#: 2426 WALKPAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Eva Limmer	
Ward & Moore Ins Services LP P. O. Box 179 Gatesville, TX 76528 254 865-8411	PHONE (A/C, No, Ext): 254 865-8411	FAX (A/C, No): 254 865-8414
	E-MAIL ADDRESS: elimmer@ward-moore.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Cincinnati Casualty Co	28665
INSURED Walker Partners, LLC 600 Austin Ave, Ste 20 Waco, TX 76701	INSURER B : Texas Mutual Ins Co	22945
	INSURER C : Beazley Insurance Co Inc	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPP0266941	07/30/2016	07/30/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EBA0266941	07/30/2016	07/30/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP0266941	07/30/2016	07/30/2017	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0001226901	07/30/2016	07/30/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional & Engineers Profes-sional &Pollution			V11CD0160601	07/30/2016	07/30/2017	5,000,000 Each Claim 5,000,000 Aggregate 100,000 Ded. Each Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination
Additional Insured endorsement for General Liability, Auto Liability & Umbrella Liability attached.
Waiver of Subrogation endorsement for General Liability, Auto Liability & Workers' Compensation attached.
30 Day Notice of Cancellation endorsement for General Liability, Auto Liability, Umbrella Liability & Workers' Compensation policies attached.
(See Attached Descriptions)

CERTIFICATE HOLDER

BCRUA General Manager
221 East Main Street
Round Rock, TX 78664

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Brushy Creek Regional Utility Authority to file an application with the Texas Water Development Board for financial assistance for the expansion of the floating raw water intake and water treatment plant.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Michael Thane, Uti

Cost:

Indexes: Utility Fund

Attachments: Resolution

Department: Utilities and Environmental Services

Text of Legislative File 2017-4379

The BCRUA submitted an Abridged SWIFT Loan Application to the Texas Water Development Board (TWDB) on January 23rd. The TWDB Board acted on March 29th, and has invited BCRUA (and its three member cities) to submit a full and formal application for the Phase 1C Construction Project loan. BCRUA has been coordinating with TWDB, the Cities of Cedar Park, Leander and Round Rock, and various engineering, financial and bond counsel representatives in order to complete and submit the loan application package before the deadline of 5:00 p.m., on Friday, April 28th.

The Board resolution authorizes filing of the SWIFT Loan Application, sets the not-to-exceed amount of $16,995,000, appoints Tom Gallier, the General Manager, as the authorized representative of BCRUA for the purposes of the application, and further authorizes the engineer, Financial Advisors, and Bond Counsels each City selects to assist in preparation of the application, as well as communicate with TWDB on behalf of BCRUA, or any of the three partner cities.

The loan application, as was the case with the Phase 1A TWDB loan package, will ultimately result in three separate bond issues, covering each City's portion of the total loan. That breakout is as follows:

BCRUA - Cedar Park:	$ 4,430,152 (26.07%)
BCRUA - Leander:	$ 8,134,696 (47.86%)

BCRUA - Round Rock: $ 4,430,152 (26.07%)
TOTALS **$16,995,000 (100.0%)**

A strict time-line will need to be followed, if we are to work within the Board's and the three City Council's regular meeting schedules. That schedule is as follows:

BCRUA: Wednesday, April 19th
Leander: Thursday, April 20th
Cedar Park: Thursday, April 27th
Round Rock: Thursday, April 27th

Following Cedar Park and Round Rock's actions (assuming affirmative votes), staff will incorporate all three Cities completed documentation into the final application package, and submit it to TWDB before close of business on Friday, April 28th. TWDB staff will then evaluate the loan package, clarify any questions or concerns with BCRUA/City staff, and/or consultants, and make a final recommendation to the TWDB Board. This should occur within sixty days, and we can expect a TWDB Board decision by sometime in July. The next stage will be the development of the three bond packages by each City's Financial Advisor and Bond Counsel (with assistance by BCRUA and City staff, and the project engineering consultant), followed by formal action by BCRUA's Board, and each City Council. Assuming all goes well, we can expect the three bond offers to fund in late October, or early November of this year.

Phase 1C design will run well into 2018 and bidding should occur around the middle of 2018. As a result, we will not start to draw down the bond proceeds into escrow before August or September of 2018. Interest on the loans should be extremely competitive, based on the State of Texas' continued strong credit ratings, and the SWIFT programs' ongoing interest subsidy.

RESOLUTION NO. R-2017-4379

WHEREAS, the cities of Cedar Park, Leander, and Round Rock are participating cities in the Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), and

WHEREAS, on behalf of the participating cities, the BCRUA is requesting financial assistance from the Texas Water Development Board, and

WHEREAS, the City of Round Rock wishes to authorize the BCRUA to file the application for assistance, Now Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, THAT:

Sec. 1. The BCRUA is hereby authorized to file an application with the Texas Water Development Board seeking financial assistance in amount not to exceed $16,995,000 to provide for the cost of an expansion of the floating raw water intake and the water treatment plant from an existing capacity of 17 mgd to 30 mgd.

Sec. 2. Laurie Hadley, Round Rock City Manager, be and is hereby designated the authorized representative of the City of Round Rock for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

Sec. 3. The following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Round Rock and the BCRUA before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Garry Kimball
Specialized Public Finance, Inc.
7000 N. Mopac Expy #410
Austin, Texas 78731

Engineer:	Walker Partners 6850 Austin Center Blvd., Suite 150 Austin, Texas 78731
Bond Counsel	McCall, Parkhurst & Horton L.L.P 600 Congress Avenue, Suite 1800 Austin, Texas 78701

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of April, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute a Depository and Banking Services Contract with JPMorgan Chase Bank.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Susan Morgan, CFO

Cost: $64,506.00

Indexes: General Fund; Utility Fund

Attachments: Resolution, Depository and Banking Services Contract with JPMorgan Chase Bank, Form 1295

Department: Finance Department

Text of Legislative File 2017-4359

Chapter 105 of the Local Government Code and the City' s investment policy require the City to request applications from financial institutions to provide depository services every five (5) years. Our current contract with JPMorgan Chase expires in May 2017. In November 2016, the City solicited Requests for Applications (RFA) for banking services to provide efficient and cost effective banking services. The City requires a banking partner to provide state-of-the-art technology to assure that current banking needs are met and new technological changes and improvements are available for our operations over the period of the contract.

The evaluation was guided by the following criteria:

1. ability to perform and provide the required and requested services;
2. reputation of applicant and quality of services;
3. funds availability;
4. interest paid on interest bearing accounts and deposits;
5. earning credit calculation on compensating balances;
6. cost of services, transition costs, retention and transition offers and incentives; and
7. completeness of application and agreement to points outlined in RFA.

The goal is to have banks perform those duties in the most cost effective, efficient manner. Financial institutions bundle services and price services differently, so evaluation criteria were developed that captured those differences equitably. Valley View Consulting, L.L.C., the City’s investment advisor, assisted with the evaluation to provide a more accurate

comparison of banks based on their experience in this area.

The City received six (6) applications which were evaluated as to which could provide the best value to the City. After conducting a detailed analysis of all the applications, it was determined that JPMorgan Chase Bank, N. A., provides the best value for the City. JPMorgan Chase Bank has been a good business partner over the course of the current contract. The quality of service, cost, and offerings between top contenders are similar. However, transitions require significant staff time and inconvenience to City customers. Therefore, staff recommends the City continue its depository relationship with JPMorgan Chase Bank.

The contract is to be a five-year period beginning June 1, 2017 through May 31, 2022.

Cost:

Five Year Term		
Proposed Fees (net of incentives)		$ (280,857)
Earnings Credit & Hard-Interest		345,363
Net Income (Cost)	$	64,506

Source of Funds: General & Utility Funds

RESOLUTION NO. R-2017-4359

WHEREAS, Chapter 2, Article V. Finance, Section 2-323(g), Code of Ordinances, City of Round Rock, Texas, provides that the City Council shall select a City Depository for the custody of City funds; and

WHEREAS, the City has requested applications from banking firms authorized to submit such applications in accordance with Section 105.011 of the Texas Local Government Code; and

WHEREAS, in accordance with Section 105.014 of the Texas Local Government Code the City, in reviewing the applications, has considered the terms and conditions for the performance of depository services, including the type and cost of services to be provided to the municipality, consistent with any policy guidelines adopted by the City regarding the selection of one or more depositories; and

WHEREAS, JPMorgan Chase Bank, N.A. has submitted the most favorable application; and

WHEREAS, the City Council desires to accept the application of JPMorgan Chase Bank, N.A. and to enter into a Depository and Banking Services Contract; and

WHEREAS, Section 105.015(a) of the Texas Local Government Code empowers the City Council to authorize a designated officer to execute on the municipality's behalf one or more depository services contracts; and

WHEREAS, Section 105.016(a) of the Texas Local Government Code requires the City Council to designate the financial institution to serve as a depository for the municipality's funds, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That the City Manager and/or the Director of Finance shall be, either jointly or individually, the designated officer(s) to serve as the primary liaison between the City and JPMorgan Chase Bank, N.A., and the designated officer(s) may exercise the powers and duties as authorized by applicable law.

II.

That the application of JPMorgan Chase Bank, N.A. is hereby accepted and said institution is hereby selected as the official depository of the City of Round Rock, Texas, for the period beginning June 1, 2017 through May 31, 2022; and the Mayor is hereby authorized and directed to execute on behalf of the City, subject to approval of documents by the City Manager and City Attorney, a Depository and Banking Services Contract, and other necessary and related documents, with JPMorgan Chase Bank, N.A.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of April, 2017.

_____

ALAN McGRAW, Mayor
City of Round Rock, Texas

FOR CITY, ATTEST:

_____

Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

_____

Stephan L. Sheets, City Attorney

EXHIBIT "A"

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS		

DEPOSITORY AND BANKING SERVICES CONTRACT

This DEPOSITORY AND BANKING SERVICES CONTRACT, hereinafter referred to as "Depository Contract," is made and entered into by and between the City of Round Rock, Texas, a home-rule municipality situated in Williamson County, Texas, hereinafter referred to as "City/Depositor," and JPMorgan Chase Bank, N.A., a national banking association, organized under the laws of the United States and authorized by law to do banking business in Texas and now conducting such business in said state, hereinafter referred to as "Bank."

WHEREAS, City/Depositor desires to obtain banking services and a depository for its funds and to provide for those funds the highest level of safety, liquidity, and return while receiving suitable banking services at a reasonable charge; and

WHEREAS, Bank is willing to provide such banking services and to act as a depository for City/Depositor's funds while providing full collateral satisfactory to City/Depositor;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, City/Depositor and Bank agree as follows:

I

BANKING AND DEPOSITORY SERVICES

Bank agrees to receive and safely keep any and all public funds offered for deposit by City/Depositor and to reimburse and pay same to City/Depositor, by paying its designated officer or whoever may be lawfully entitled to receive same upon request. Bank agrees to perform

banking and depository services of the types and for the charges as specified in Exhibit "A" "Pledge and Security Agreement to Collateralize Public Fund Deposits;" Exhibit "B" "Consolidated Service Terms and Global Account Terms;" Exhibit "C" "Federal Reserve Bank Joint Custody Service via FedMail® Request Form;" Exhibit "D" "Pledgee Agreement Form;" Exhibit "E" "City of Round Rock Request for Applications for Depository and Banking Services No. 17-002" (the "City's RFA"); and Exhibit "F" "JPMorgan Chase Bank's Response to City's RFA dated December 19, 2016," all of which are attached hereto and incorporated herein by reference. Should there be any conflict between the terms of this contract and any of the terms of the documents contained in any exhibit attached hereto, the terms of any administrative rules of Bank, or other agreement between City/Depositor and Bank, the terms of this contract shall be final, controlling, and binding.

II

TERM, RENEWAL, AND TERMINATION

City/Depositor, through appropriate action of its governing body, hereby designates Bank as a depository for the period beginning June 1, 2017 and continuing through May 31, 2022, and this contract shall remain in full force and effect for such stated period of five (5) years. However, this contract may be extended by mutual agreement of City/Depositor and Bank, to remain in full force and effect for a period not to exceed any period allowed by City/Depositor's Investment Policy. Such period shall be mutually agreed to in writing by the parties to this contract.

Either City/Depositor or Bank shall have the right to terminate this contract prior to the expiration date by advance written notice to the other of its election to do so, and this contract shall be void from and after the expiration of ninety (90) days after the receipt of such notice, provided that all provisions of this agreement have been fulfilled.

III

DESIGNATION OF TRUSTEE

City/Depositor and Bank, by execution of this contract, hereby designate the Federal Reserve Bank, hereinafter referred to as "Trustee", to hold in trust, according to the terms and conditions of this Depository and Banking Services Contract and the attached "Pledge and Security Agreement to Collateralize Public Funds" the collateral and substitute collateral described under said agreements.

IV

DESIGNATED OFFICER(S)

During the term of this contract, City/Depositor will, through appropriate action of its governing body, designate the officer or officers who singly or jointly will be authorized to represent and act on behalf of City/Depositor in any and all matters of every kind arising under this contract and to (a) execute and deliver to Bank "Federal Reserve Bank Joint Custody Service via FedMail® Request Form" (including user documentation and set-up forms) covering electronic funds transfers and other treasury management services, and such other documents as agreed to by the City/Depositor and Bank (b) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfers on behalf of City/Depositor in accordance with the electronic fund or funds transfer agreement and addenda, and (c) make withdrawals or transfers by written instrument.

The City Manager and/or the Chief Financial Officer shall be, either jointly or individually, the designated officer to serve as the primary liaison between City/Depositor and Bank and, as the designated officer, may exercise the powers and duties as authorized by applicable law.

V

COMPENSATION

Bank will be compensated for any and all services rendered to City/Depositor under this contract. Bank agrees to be paid (a) by fee or (b) to offset monthly service fees against its customary earnings credit for balances in City/Depositor's non-interest bearing transaction accounts; provided, however, that if there is insufficient earnings credit against which such fees may be offset, City/Depositor will be charged for such services monthly. Fees set by Bank in Banks Response shall be applicable

VI

COLLATERAL SECURITY

All funds on deposit with Bank to the credit of City/Depositor shall be secured by collateral as provided for in the Public Funds Collateral Act of 1989 (Chapter 2257 of the Texas Government Code, as amended) and further described by the City's RFA. The total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits will be in an amount at least 102% of the amount of such deposits plus the amount of any accrued interest thereon and less the amount that such deposits are insured by an agency or instrumentality of the United States government. The entity will inform the Bank of changes in the amount or activity of deposits, that may exceed the entity's current collateral value, within a reasonable time before the change occurs. The market value with respect to any securities (collateral) as of any date and priced on such date will be obtained from a third-party agent.

VII

COLLATERAL TO TRUSTEE

Bank has heretofore or will promptly hereafter deliver to Trustee collateral of the kind and character above mentioned of sufficient amount and market value to provide 102% collateral for the funds of City/Depositor deposited with Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Trustee in trust so long as the depository relationship between City/Depositor and Bank shall exist hereunder, and thereafter so long as deposits made by City/Depositor with Bank hereunder, or any portion thereof, shall have not been properly paid out by Bank to City/Depositor or on its order.

VIII

CURE OF FAILURE OR BREACH, AND SURRENDER OF COLLATERAL FOR SALE

Should Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit and the interest on such deposits or in any manner breach its contract with City/Depositor, then City/Depositor shall give written notice of such failure or breach to Bank, and Bank shall have ten (10) business days to cure such failure or breach. In the event Bank shall fail to cure such failure or breach within ten (10) business days or should Bank be declared insolvent by a Federal bank regulatory agency, it shall be the duty of Trustee, upon demand of City/Depositor (supported by proper evidence of any of the above-listed circumstances), to surrender the above-described collateral to City/Depositor. City/Depositor may sell all or any part of such collateral. Out of the proceeds thereof, City may deduct its actual damages and reasonable costs and expenses incurred as a result of the Bank's default, remitting to Bank, its receiver or conservator the remainder, if any, of such sale proceeds.

IX

NOTICE OF SALE OF COLLATERAL

Any sale of such collateral, or any part thereof, made by City/Depositor hereunder may be either at public or private sale; provided, however, it shall give to both Trustee and Bank at least three (3) business days' notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefor for cash. City/Depositor and Bank shall have the right to bid at such sale.

X

SUBSTITUTION OF SECURITIES

If Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with Trustee, it may substitute for any one or more of such securities with other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. Collateral may be substituted or released only with the written authorization of a City investment officer. If at any time the aggregate market value of such collateral so deposited with Trustee be less than the total sum of City/Depositor's funds on deposit with said Bank, then Bank shall promptly deposit with Trustee such additional collateral as is necessary to cause the market value of such collateral to equal the total amount of required collateral. Bank shall be entitled to income on securities held by Trustee, and Trustee may dispose of such income as directed by Bank without approval of City/Depositor.

XI

MONTHLY COLLATERAL REPORT

Bank will provide to City/Depositor a monthly collateral report, which currently lists the pledged security (description, maturity and rate), original par, current par and market value.

XII

REDELIVERY OF COLLATERAL

If at any time the collateral in the hands of Trustee shall have a market value in excess of the sum of balances due City/Depositor by Bank, City/Depositor shall authorize the withdrawal of a specified amount of collateral, Trustee shall deliver this amount of collateral (and no more) to Bank, taking its receipt therefor, and Trustee shall have no further liability for collateral so redelivered to Bank.

XIII

CLOSE-OUT

When the relationship of City/Depositor and Bank shall have ceased to exist between City/Depositor and Bank, and when Bank shall have properly paid out all deposits of City/Depositor, it shall be the duty of City/Depositor to give Trustee certificate to that effect; whereupon Trustee shall, with the approval of City/Depositor, redeliver to Bank all collateral then in its possession belonging to Bank, taking its receipt therefor. An order in writing to said Trustee by City/Depositor and a receipt for such collateral by Bank shall be a full and final release of Trustee of all duties and obligations undertaken by it by virtue of these presents.

XIV

INVESTMENT POLICY

It is the intention of the parties hereto that City/Depositor shall retain full rights to invest its funds with the City of Round Rock Comprehensive Investment Policy as adopted by the City Council of the City of Round Rock, Texas, and consistent with other applicable laws.

XV

NEW SERVICES

City/Depositor may negotiate new services with Bank as deemed necessary by City/Depositor. The interest rate to be earned, as well as the other terms and conditions regarding the service, will be mutually agreed upon by City/Depositor and Bank. Any such new service agreement will be executed in writing as an addendum to this contract.

XVI

SEVERABILITY

If any term or provision of this contract is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of the contract, which remaining provisions shall remain in full force and effect as if this contract had been executed with the illegal or invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this contract without including any such term, provision, part, parts, or portions which may, for any reason, be hereafter declared illegal or invalid.

XVII

INDEMNIFICATION

Bank agrees that it will use an "ordinary care" standard of care imposed upon banks under the Uniform Commercial Code" and diligence in all of its activities and operations authorized under this contract. Bank shall be liable to City/Depositor only for actual damages incurred as a direct result of Bank's failure to exercise ordinary care under this contract. In no event will Bank be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature (even if advised of the possibility of such loss, damage, cost or expense) including, without limitation, any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to City/Depositor's data, loss of operation time or loss of contracts. Notwithstanding anything to the contrary in this contract, Bank's indemnification obligations shall not exceed an amount, in the aggregate, over the term of the contract, an amount that exceeds one (1) times the average annual revenues received by Bank from the City/Depositor under the contract.

Bank will not be responsible for the acts or omissions of City/Depositor or its officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from City/Depositor) or the acts or omissions of any other person or entity including, but not limited to, any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier, and no such person or entity will be deemed to be Bank's agent.

Bank will not be liable for and will be excused from any failure or delay in performing Bank's obligations under this contract if such failure or delay is caused by *force majeure* circumstances beyond control, including natural disasters such as earthquakes or floods, emergency conditions such as war, riot, fire, theft or labor dispute, legal constraint or governmental

action or inaction, or City/Depositor's act, omission, negligence or fault.

Bank will not be liable for any failure to act on Bank's part if Bank's representatives had a reasonable basis to believe and did believe that Bank's actions would have violated any law, rule or regulation.

City/Depositor indemnifies and holds Bank harmless, and agrees to defend, from and against any and all liabilities, claims, costs, expenses and damages of any nature arising out of or relating to disputes or legal actions by parties other than Bank and City/Depositor concerning this contract. The obligations contained herein shall survive the termination of this contract.

No indemnification herein shall apply to any costs or damages attributable to Bank's gross negligence or intentional misconduct.

XVIII

NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the provisions herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance.

XIX

CONFIDENTIALITY

All data relating to City/Depository's business provided to Bank by City/Depository will be treated confidentially and safeguarded by Bank, using the same care and discretion that it uses with data that Bank designates as confidential, and Bank shall safeguard all funds and investments

of City/Depository while such funds or investments are in the possession of or under the control of Bank.

XX

CAPTIONS

The captions of this contract are for information purposes only and shall not in any way affect the substantive terms and conditions of this contract.

XXI

RESERVATION

Pursuant to Chapter 105 of the Texas Local Government Code, City/Depositor reserves the right to contract with other depositories for the deposit or investment of a portion of available public funds of City.

XXII

NON-ASSIGNMENT

This contract shall extend to and be binding upon the parties and their respective successors and assignees; provided, however, that the contract may not be assigned without the written consent of both parties.

Notwithstanding anything to the contrary herein, Bank may not assign its rights and duties under an award without the written consent of City/Depositor; provided, however, that Bank may assign this contract without the prior written authorization of City/Depositor to a successor of interest in connection with a merger, reorganization, consolidation or a disposition of a particular business to which this contract relates, and may assign this contract to an affiliate or subsidiary.

In the event of an assignment, Bank shall notify City/Depositor within thirty (30) days of the execution of the assignment and City/Depositor shall have the right to terminate this contract without the required notice provided for in this contract.

XXIII

CONFORMANCE TO LAWS

This contract and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, including all applicable constitutional provisions, statutes, charter provisions, ordinances, and resolutions. Bank agrees to fully comply with all applicable laws, including but not limited to the Texas Municipal Depository Law, TEX. LOC. GOV'T CODE ANN. sec. 105.001 et seq., as amended, the Public Funds Investment Act, TEX. GOV'T CODE ANN. sec. 2256.001 et seq., as amended, and the Public Funds Collateral Act, TEX. GOV'T CODE ANN. sec. 2257.001 et seq., as amended.

Notwithstanding anything to the contrary herein, Bank agrees to comply with all Federal, State and local laws that are applicable to Bank in performance of the services described in this contract.

XXIV

VENUE

Pursuant to Chapter 105 of the Texas Local Government Code, venue and jurisdiction of any suit or right or cause of action arising under or in connection with this contract shall be exclusively in Williamson County, Texas, and any court of competent jurisdiction shall interpret this contract in accordance with the laws of the State of Texas.

XXV

RELATIONSHIP OF PARTIES

Nothing contained in this contract shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this contract nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of City and Depository Bank as those terms are understood herein.

Executed in multiple originals on this the 3rd day of the month of April, 2017, by the undersigned duly authorized officers of the parties hereto.

FOR DEPOSITORY BANK

By: Larnell Camus
Printed Name: Larnell Camus
Title: Authorized Signer
Date Signed: April 3, 2017

FOR DEPOSITOR:

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

FOR CITY, ATTEST:

_____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

_____
Stephan L. Sheets, City Attorney

CORR LEGAL

Exhibit "A"

PLEDGE AND SECURITY AGREEMENT TO COLLATERALIZE PUBLIC FUND DEPOSITS

V1.0_12_14_15

THIS PLEDGE AND SECURITY AGREEMENT ("Agreement") is entered into as of _____, 20___, by and between _____ (the "Customer"), and **JPMorgan Chase Bank, N.A.** (the "Bank").

RECITALS

A. The Customer has designated the Bank as depository for certain of its funds and from time to time the Customer may make deposits of public funds with the Bank, and the Bank has agreed to act as the depository of those public funds; and

B. Although such deposits are generally eligible for Federal Deposit Insurance Corporation ("FDIC") insurance coverage, such coverage is limited to a maximum deposit insurance amount as described in applicable law; and

C. In consideration of and to secure the deposits made by the Customer with the Bank, the Customer and the Bank desire to enter this Agreement granting the Customer a security interest in certain Collateral (hereinafter defined) to secure the deposited public funds in accordance with applicable law.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the parties agree as follows:

1. PUBLIC FUNDS. The deposits subject to this Agreement, hereinafter referred to as "Public Funds", are the deposited public funds of the Customer held in accounts at the Bank, inclusive of accrued interest.

2. GRANT OF SECURITY INTEREST. To secure the Public Funds, the Bank hereby grants to the Customer a security interest in, and assigns and pledges to the Customer certain collateral of the type permitted under applicable law (including, without limitation, securities and letters of credit) hereinafter referred to as the "Collateral", inclusive of instruments in substitution for or in addition to any or all of the then existing Collateral.

3. LOCATION OF COLLATERAL. The Bank agrees to deliver and place the Collateral with the Federal Reserve Bank as a book entry item for the benefit of the Customer, and the Customer consents to the use of such custodian, hereinafter referred to as the "Custodian". The Customer shall provide such documents or other information as the Custodian may reasonably require to establish an account. Until such documentation is received the Bank shall pledge Collateral to its account at the Custodian in the name of the Customer as shown on Bank's books and records. If a letter of credit is included in the Collateral, the Customer or its agent shall be named as the beneficiary thereof, and acceptance and approval by the Customer of such letter of credit shall be evidenced by the beneficiary's receipt of the letter of credit.

4. BANK REPRESENTATIONS AND WARRANTIES. The Bank further represents and warrants, as follows:

a) The Bank is a national banking association organized under the laws of the United States and has full power and authority to enter into this Agreement.

b) The Collateral is free and clear of all liens and claims, pledged pursuant to this Agreement, and, except to the extent that the Collateral is comprised of letters of credit, the Bank is the legal owner of the Collateral.

c) The Bank agrees that the total aggregate market value of the Collateral pledged to the Customer, pursuant to this Agreement, shall be in an amount not less than the amount described in applicable law, and if no amount is described will be in an amount not less than the Public Funds which exceed the sum of FDIC and any other such applicable insurance coverage (the "Collateral Ratio"). The Bank utilizes an independent, third-party pricing information service in order to provide market values hereunder. The market value of the letter of credit shall be deemed to equal the undrawn balance of the face amount thereof. The Customer shall notify Bank in advance of anticipated and significant increases in, or withdrawals or payments from, the Customer's deposits, at which time Bank will pledge additional Collateral or seek the release of excess Collateral, as applicable. The Bank will monitor the market value of pledged Collateral on business days and pledge and deliver Collateral as needed to maintain the Collateral Ratio or as otherwise instructed or agreed to by the parties.

d) If the aggregate market value of pledged Collateral exceeds the Collateral Ratio, the Bank may withdraw such excess Collateral provided that following the withdrawal of any such excess Collateral the remaining Collateral would equal or exceed the Collateral Ratio. In addition, the Bank may substitute Collateral for such Collateral previously provided pursuant to this Agreement; provided, however, that the aggregate market value of all pledged Collateral hereunder following such substitution shall equal or exceed the Collateral Ratio. The Customer agrees, if needed, to promptly furnish the Custodian with any needed withdrawal approval.

e) The Bank shall be entitled to income and other payments on the pledged Collateral held by the Custodian, and the Custodian may provide such income and other payments as directed by the Bank, provided an event of default under this Agreement does not exist.

f) The Bank shall furnish to the Customer or its agent a collateral statement which lists the pledged Collateral and market value thereof, with such frequency as described in applicable law, or monthly, if not otherwise provided by law.

g) The Bank's Board of Directors has passed a resolution authorizing and approving the execution and delivery of contracts with the United States, individual states, and any political subdivisions thereof, the District of Columbia, possessions and territories of the United States and

Exhibit "A"

Indian Tribes or agencies thereof having official custody of tribal funds ("Public Units") providing for the deposit of public funds with the Bank and the pledge of collateral by the Bank to the Public Units or their agents and further authorizing and approving the Bank's execution and delivery of all related contracts between the Public Units or their agents and the Bank, including without limitation, assignments, pledge agreements and security agreements. Such resolution is reflected in the minutes of the Bank's Board of Directors.

h) This Agreement will continuously, from the time of its execution, remain part of the official records of the Bank.

5. EVENTS OF BANK DEFAULT. The Bank shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions. For clause a) only, an event of default will occur ten (10) business days after the Customer has provided the Bank with a notice generally describing said default.

a) The Bank shall, without cause, refuse to pay to the Customer the Public Funds when due.

b) The Bank has been closed, seized or declared insolvent by a federal regulator having jurisdiction over the Bank.

c) The Bank has had a receiver, conservator or other such official appointed to conduct the affairs of the Bank.

6. RIGHT OF CUSTOMER UPON BANK'S DEFAULT. In the event of a Bank default, in addition to all the rights and remedies provided in Article 9 of the Uniform Commercial Code and any other applicable law pursuant to which the Customer is a secured party, the Public Funds shall become due and payable and the Customer or its agent will have the right to: (a) in the case of Collateral that are securities, demand delivery of the Collateral and liquidate same, or sell, assign and deliver the whole, or any part of the Collateral or any substitutes thereof or additions thereto, in a commercially reasonable manner and with a right to purchase the Collateral at public or private sale; or (b) in the case of Collateral consisting of a letter of credit, draw upon such letter of credit in the amount necessary to cover the Public Funds. The Customer shall apply the proceeds of the sale of Collateral, net of its reasonable costs and expenses incurred in such sale, and the amount paid on the letter of credit, if any, to the Public Funds in a corresponding amount. If applicable, the Customer or its agent shall remit to Bank, its receiver or conservator the remainder, if any, of such sale proceeds or Collateral remaining unsold or unused. Should the Customer obtain Collateral or, in the case of a letter of credit, draw upon such letter of credit, when the Bank is not in default as described in Section 5, the Bank may exercise any rights available to it under law and following such sale of Collateral or draw upon the letter of credit and payment thereon by the issuer, the Public Funds may be correspondingly reduced by the amount of the sales proceeds less the value of returned Collateral, if any, or, in the case of letter of credit draws, the amount paid under the letter of credit.

7. CUSTOMER REPRESENTATIONS AND WARRANTIES. The Customer further represents and warrants, which representations and warranties shall be deemed to be continuing, as follows:

a) The Customer has full power and authority to enter into this Agreement.

b) This Agreement has been legally and validly entered into, does not and will not violate any law or regulation applicable to it, and is enforceable against the Customer in accordance with its terms.

c) The Bank has been designated a depository for the Customer's funds in the manner required by applicable law.

d) The Customer will comply with the applicable account agreements it may have with the Bank which govern the Public Funds.

e) The Customer or its agent shall promptly respond to requests by the Bank to release Collateral, up to the amount that the aggregate market value thereof exceeds the Collateral Ratio (the "Release Amount"). If the Customer fails to provide Bank or Custodian its written consent to release of the Collateral in the Release Amount within ten (10) business days after Bank's request, Bank will have the right to charge the Customer an excess collateral fee at a rate determined by the Bank at the time the Bank requested the release, based on all unreleased Collateral covered by the Release Amount.

f) All acts, conditions, and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of the Agreement exist or have happened or have been performed.

8. LAW GOVERNING. This Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with the laws of the State of _____, without regard to its conflicts of laws principles. The Customer and Bank consent to jurisdiction of a state or federal court located in such state in connection with a dispute arising hereunder.

9. TERMINATION OF THE AGREEMENT. This Agreement shall continue in full force and effect for as long as the Bank holds the Customer's Public Funds that are required to be collateralized under applicable law. Notwithstanding the foregoing, the Customer or the Bank may terminate this Agreement by giving at least thirty (30) days written notice of termination to the other party. Such notice shall not affect or terminate the Customer's security interest in the Collateral, or entitlement to draw upon any unexpired letter of credits that comprise the Collateral and the rights and liabilities of the parties under this Agreement shall survive any termination of the Agreement until all Public Funds have been satisfied in full and Collateral returned.

Exhibit "A"

10. MISCELLANEOUS.

a) All notices and other communications shall be sent to the:

CUSTOMER:

Name: _____
Address: _____
_____
City/State: _____
Attn: _____

BANK:

Name: JPMorgan Chase Bank, N.A.
Address: _____
_____
City/State: _____
Attn: _____
Government Banking

With a copy to:

Name: JPMorgan Chase Bank, N.A.
Address: 1111 Polaris Parkway, Mail Code: OHI-0138
City/State: Columbus, Ohio 43240
Attn: National Collateral Management Group

or such other address as shall be designated by a party to the other party.

b) This Agreement and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of the Customer and the Bank and their respective permitted successors and assigns, subject to any limitations upon assignability contained within letters of credit that may comprise the Collateral. No portion of this Agreement may be assigned without the express written consent of the other party.

c) The Public Funds are subject to the applicable account agreements in effect from time to time.

d) It is the express purpose of this Agreement to comply with the provisions of applicable law, including 12 USC 1823(e).

e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

f) In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement, which shall be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

[Signature page follows]

Exhibit "A"

IN WITNESS WHEREOF the parties have signed this Agreement as of this day and year first above written.

CUSTOMER:

_____

By: _____

Name: _____

Title: _____

BANK:

JPMorgan Chase Bank, N.A.

By: _____

Name: _____

Title: _____

Exhibit "B"

Document Checklist | **JPMORGAN CHASE BANK, N.A.**

07 February 2017
CITY OF ROUND ROCK
221 E MAIN ST
ROUND ROCK, TX 786645271
USA

Thank you for choosing JPMorgan Chase for your banking needs. Below is a list of documents contained in this package that pertain to the products and/or services you have requested, with instructions for each document.

In striving to deliver best-in-class service, we encourage you to complete and return any of the attached documentation requiring signature within **5 business days** from the day you receive this package. Please let us know if there is any way we can assist you. We understand that on occasion this timeline cannot be met due to other priorities, the complexity of requirements, and/or the availability of authorized signatories. In such cases we kindly ask that you advise us when we can anticipate receipt of the documentation or if there is any additional support we can provide. Timely receipt of the documents enables us to better complete your request in the desired timeframe.

For your protection, where documents in this package are being sent as e-mail attachments and have been pre-filled, the account and/or SSN/TIN number has been truncated to the last 4 digits, or the documents have been encrypted and may require a password to open.

We at JPMorgan Chase are fully committed to meeting your banking needs. We are happy to answer any questions you may have regarding the attached documents. If you need assistance, please do not hesitate to call.

Kind regards,

Maria Arreola
17132160260
Maria.Arreola@jpmorgan.com

,

	Document Name	ID	Instructions
☒	Consolidated Service Terms for Commercial Bank and Dealer Commercial Services	1	For reference only
☒	Global Account Terms	2	For reference only
☒	Global Account Terms - US Addendum	3	For reference only

Exhibit "B"

V4.4_10_13_16

Consolidated Service Terms

J.P. Morgan Chase provides an array of treasury services to meet your business needs. This booklet contains important information about J.P. Morgan Chase solutions that we provide. If you would like to add a service that is covered in this booklet, please contact your Commercial Banking Representative

TREASURY SERVICES (United States)
Commercial Bank

Exhibit "B"

Welcome to JPMorgan Chase Bank, National Association ("J.P. Morgan", "Chase", or "Bank"). We are pleased that you have decided to maintain a banking relationship with us. This Consolidated Service Terms booklet ("Booklet") contains the terms and conditions for certain cash management services ("Service Terms") J.P. Morgan may provide to you. By executing the Account Terms Acceptance Letter, Certificate Regarding Accounts, Business Signature Card, service implementation form or similar document, or by using or continuing to use any of the services referenced herein after receipt of this Booklet, you agree that the Service Terms included in this Booklet, in addition to the Account Terms and such supplements, amendments, notices and additional service terms provided to you from time to time will govern your existing and future deposit accounts maintained with us, in addition to those services that the Bank provides to you, as applicable.

This booklet includes Treasury Services Service Terms applicable to all Commercial Banking customers. All Service Terms are subject to the Bank's Account Terms. Any modifications to this Booklet, including but not limited to any changes, amendments, deletions, and/or additions, will not be binding upon the Bank unless such modifications are acknowledged and agreed to it writing by an officer of JPMorgan Chase.

We look forward to serving your business needs and thank you again for choosing Chase.

SERVICES FOR COMMERCIAL BANKING CUSTOMERS

A. ACH Origination
B. ACH Debit Block and Transaction Review
C. Lockbox
D. Coin & Currency
E. Positive Pay, Reverse Positive Pay & Payee Verification
F. Controlled Disbursement
G. Image Cash Letter
H. Image Deposit Direct
I. Check Print
J. ACH Tax Payment Service Terms
K. Client Access

Exhibit "B"

The services described herein (each a "Service") are subject to the Bank's Account Terms (as may be amended from time to time), which are hereby incorporated by reference into each Service Terms. By using any of the Services described hereunder, the Customer acknowledges that it has received and agreed to the Account Terms, as supplemented by these Service Terms. Capitalized terms in the Service Terms, unless otherwise defined herein, shall have the meanings set forth in the Account Terms

Service Terms – Consolidated Service Terms Booklet

A. ACH Origination

The Automated Clearing House (ACH) is a batch processing payment system that U.S. banks use to exchange and settle credit and debit transactions on behalf of their clients or themselves. The origination of ACH Entries and the transmission and issuance of related transactions and information will be pursuant to these terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in this subpart, unless otherwise defined in this subpart shall have the same meanings as set forth in the Rules. The Customer and the Bank agree to comply with and be bound by the Rules as in effect from time to time, including without limitation, the provision making payment of a Credit Entry by an RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Credit Entry and the Customer acknowledges that it has received notice of such rule and of the fact that if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and the Customer will not be deemed to have paid the Receiver the amount of such Credit Entry.

1. Service. Bank provides automated clearing house ("ACH") origination services that will enable Customer to do one or more of the following:

- originate ACH Debit Entries;
- originate ACH Credit Entries; and
- instruct the Bank to issue or transmit prenotifications, reversals, requests for return, notifications of change or other information pertaining to the Entries.

Origination of ACH Credit Entries and origination of ACH Debit Entries are two separate services and approval or set up for one ACH service does not automatically create the ability to utilize the other. The Rules and these Service Terms shall apply to all Entries, whether or not transmitted through an ACH Operator.

It is Customer's responsibility to provide Entries and instructions to Bank with all the necessary information to complete Customer's requested transactions. Customer agrees to transmit Entries to Bank in the manner, at the times and in accordance with approved media, content and format as agreed by Bank and Customer. Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria Bank specifies for acceptance. All requests to Bank must be received by Bank before Bank's established cut-off time in order for processing to commence on that ACH processing day. Any request that is incomplete or that Bank finishes receiving after the relevant cut-off time will be processed by Bank on the next day Bank processes ACH transactions. All transactions are subject to acceptance by Bank. Bank will notify Customer of any transactions or other transmissions that are rejected or returned. If Customer wants Bank to re-process those transactions or transmissions, Customer must correct them and re-submit them. Customer agrees to furnish Bank with copies of any authorizations or notifications, if requested, as well as any other information reasonably requested by Bank relating to Entries originated by the Customer. Customer shall provide Bank's auditors and other personnel with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of auditing Customer's compliance with these Service Terms and the Rules.

2. Security and Data Protection Procedures. All instructions received by Bank in Customer's name are subject to verification pursuant to mutually agreed security procedures. If Bank follows those procedures, Bank may process and transmit transactions or information in Customer's name**.** Unless Customer and Bank both otherwise agree, transmissions to Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to Bank. If Customer uses a security procedure other than as described above, Customer acknowledges that Customer refused Bank's security procedure and chose another and Customer agrees to be bound by any transaction, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with the security procedure Customer chose. If Customer elects not to utilize recommended message authentication and/or encryption technology, Customer assumes all responsibility for unauthorized disclosure or unauthorized access to Customer's data that occurs during transmission or while such data is in storage. Customer shall not disclose any Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiating a separate Debit.

3. Settlement and Exposure Limits. On the settlement date, Bank will credit Customer's account with Bank that Customer specifies for the total of:

- Customer's Debit Entries that Bank processed for settlement that day;
- RCCs issued for deposit to Customer's account on that day; and

- any returned or reversed Credit Entries.

Bank may delay the availability of funds deposited into Customer's account by Debit Entry or RCC until those transactions cannot be reversed in accordance with the Rules or applicable law.

Bank will debit Customer's account with Bank that Customer specifies for the total of Credit Entries processed in Customer's name and for any returned Debit Entries and RCCs. Bank may require Customer to pay Bank the amount of any Credit Entries on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.

Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of Credit Entries and/or Debit Entries and RCCs that Bank will release on Customer's behalf. Bank may change or cancel the limits at any time without prior notice to Customer; although Bank will try to notify Customer before Bank does that.

4. Warranties; Indemnity. Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the Rules. In the case of an Entry to another account with Bank, warranties will be deemed to be given as of the time Bank first processes the Entry. Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the Rules or the conformity of Entries and other data Bank transmits to the file specifications contained in the Rules. The Customer further represents, warrants and covenants that (a) each Entry and RCC it originates will comply with all applicable U.S. laws and regulations and acknowledges that Entries may not be initiated that violate the laws of the United States, (b) unless Customer has identified itself to Bank as a Third Party Sender (as defined in Section 7) and obtained Bank's express consent to originate Entries as a Third Party Sender, Customer will not originate any Entries, or use any of its Company IDs to originate Entries, on behalf of third parties (including, without limitation, any affiliate of Customer), and (c) Customer will not permit a third party to originate Entries using a Customer account as the offset account unless Customer obtains Bank's express consent to do so.

Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from (a) Customer's breach of any warranty made under these Service Terms and (b) compliance by Bank and the RDFI with any request Customer makes for a cancellation, stop payment, reversal or recall of any Entry or any RCC created by Bank under Section 1 hereof.

Bank shall have no responsibility for any delay by any ACH Operator or RDFI in processing any Entry the Bank transmits to the ACH Operator or failure to process or credit or debit any such Entry.

5. Stop Payments; Reversals and Recalls; Rejections. Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the RDFI. Instructions to reverse or recall an ACH Credit Entry that are not initiated by Customer in time to meet the prescribed NACHA deadline for reversals may be originated by Bank as a Debit Entry; Customer shall obtain authorization from the Receiver in accordance with the Rules for any such Debit Entry and all other terms of these Service Terms applicable to Debit Entries shall apply. Entries or other instructions may not be amended or modified.

If Customer originates Debit Entries to an account or accounts at a financial institution that is not a Participating Depository Financial Institution in the ACH system (such account hereafter called a "Non-ACH Eligible Account"), all such Debit Entries will be rejected unless Customer subscribes to a service, subject to Bank's prior consent, pursuant to which Bank will process each such Debit Entry to a Non-ACH Eligible Account by preparing a remotely created check, as such term is defined in Federal Reserve Regulation CC (an "RCC"), on the Customer's behalf. The RCC will be drawn in the amount and on the Non-Eligible ACH Account of the individual or entity specified as the receiver in the Customer's instructions and will be deposited to the Customer's designated account with Bank, Such RCC will thereafter be processed through the check clearing system. If the Customer is using such service, the Customer hereby authorizes the Bank to create each RCC as described herein and the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn authorized the issuance of such RCC in the amount and to the payee stated in the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC. All other terms herein related to Entries shall also apply to RCCs created under this Section. The Bank shall not create or process RCCs or other paper drafts in lieu of ACH Debits under any circumstances other than for Non-ACH Eligible Accounts and only when the Bank has consented to provide such service, even if the Customer includes an instruction in its file for the Bank to otherwise originate an RCC or paper draft.

6. Third Party Service Providers. Customer may choose to use a third party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on Customer's behalf. If Bank accepts such Entries or other instructions, Customer will be bound by them. Customer is responsible for all actions taken or not taken by Customer's provider and Customer is responsible for all costs and expenses of Customer's provider.

7. Third Party Sender. If Customer is a Third Party Sender, as such term is hereafter defined, (a) Customer warrants that the Originator has agreed to be bound by the Rules and has satisfied the obligations of an Originator under the Rules; (b) in any case where the Originator fails to perform its obligations under the Rules as an Originator, Customer shall indemnify, defend and hold Bank harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, that result directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the Rules; (c) Customer agrees to cooperate with Bank regarding any request for information concerning the identity of any Originator; and (d) Customer represents, warrants and covenants that neither these Service Terms nor anything related to the ACH Origination Services violates, contravenes or is inconsistent with any of the terms, conditions or provisions of any

agreement, understanding or arrangement between Customer and the Originator. Further, Bank will rely on Customer to evaluate the legitimacy of the Originators and their transactions originated by Customer and for ensuring that instructions do not involve illegal activities. Customer must notify Bank immediately if Customer suspects or become aware of any activity or transaction of an Originator that Customer believes may be of an illegal or illegitimate nature or that involves the proceeds of illegal activity or that was conducted, in part or whole, for the purpose of disguising the source of funds. Bank will be entitled at any time upon notice to Customer to decline to provide the ACH Origination Services, or terminate the provision of ACH Origination Services, for any Originator on whose behalf are originating Entries if Bank determines that there are excessive returns or reversals of Entries originated on behalf of such Originator or if Bank becomes aware of any information indicating suspicious, fraudulent or illegal activity related to such Originator or for any other reason. As used herein, "Third Party Sender" means an entity that is not an Originator, that has authorized an ODFI or another Third Party Sender to transmit, for the account of the Third Party Sender or another Third Party Sender, (i) a credit entry to the account of a Receiver in order to effect a payment from the Originator (i.e., the third party on whose behalf the Third Party Sender is transmitting the entry) to the Receiver, or (ii) a debit entry to the account of a Receiver in order to effect a payment from the Receiver to the Originator (i.e., the third party on whose behalf the Third Party Sender is transmitting the entry). Without limitation of the foregoing, Third Party Senders include U.S. regulated financial institutions, brokers and other financial intermediaries as well as any other regulated or unregulated payment processors that are customers of the Bank and use their accounts to process payments for third parties (including affiliates of the Customer).

8. IAT Entries. If Customer is originating Entries that are required to be formatted under the Rules as IAT Entries, Customer will comply with all applicable Rules relating thereto, and Customer will originate such Entries only through one of Bank's ACH origination channels that support IAT origination. Some of Bank's ACH origination channels do not accommodate IAT Entries; upon request, the Bank will advise Customer as to which of Bank's ACH origination channels can be used for IAT origination.

If a foreign currency conversion is performed by Bank in connection with an IAT Entry, Customer acknowledges that the foreign currency exchange rates fluctuate, and accepts the risk of such fluctuation, including fluctuations in rate between the time Customer submits the Entry Data Instructions and the time the transaction is executed and/or reversed, returned or recalled. Any payment returns and/or reversals will be credited to Customer's account in the currency in which Customer's account is denominated, and Customer is responsible for any rate fluctuations.

In the event of an erroneous or duplicate IAT Entry originated for payment to a receiving bank outside the United States, the rights of Bank and Customer with respect to reversal or recall of such Entry are subject to the laws, regulations and payment system rules of the receiving bank's jurisdiction.

Customer acknowledges and agrees that IAT Entries may be delayed in processing or posting due to the Bank's or RDFI's review of such Entries for OFAC compliance. Further, Customer understands and acknowledges that unlike PPD Credit Entries, there is no requirement under the Rules that IAT Credit Entries that are made available to an RDFI by its ACH operator by 5:00 pm on the banking day prior to the Settlement Date be made available to the Receiver at the opening of business on the Settlement date; cleared IAT Credit Entries must be made available no later than the Settlement Date of the Entry, but funds are not required to be available at opening of business on the Settlement Date.

9. Incorporation of Account Documentation; Termination. The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services, are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Origination Services, Customer agrees to these Service Terms. In addition to Bank's termination rights under the aforementioned documentation, Bank shall have the right to terminate or suspend these Service Terms and the Services upon notice to Customer in the event of the Customer's breach of the Rules.

B. ACH Debit Block & ACH Transaction Review

ACH Debit Block is a Service that allows a customer to return ACH debit entries originated to the Customer's account with the Bank. ACH Transaction review allows the Customer to review ACH debit and credit entries originated and posted to the Customer's account with the Bank and to instruct the Bank to return some or all of these transactions.

1. ACH Debit Block:

(a) Service. The Customer can select from a variety of authorization or blocking criteria and advise the Bank in a manner and form acceptable to the Bank. The Bank will return any blocked transaction indicating that the ACH debit was not authorized.

(b) Company ID Numbers. If the Customer elects an option that blocks or allows ACH debits from specified companies, the Customer must supply the Bank with the applicable ACH Company ID Number of the Originator as it appears on the Company/Batch Header Record. The Company ID Number will be the sole criterion for blocking Debit Entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator. The Customer will be solely responsible for obtaining the correct Company ID Number for each such Originator.

The Customer understands that Company ID Numbers are not unique and that a Company ID Number may identify more than one Originator and one Originator may have multiple Company ID Numbers. The Customer understands that Company ID Numbers are not a perfect filter and that transactions from Originators may be blocked or allowed if the Originator uses a Company ID Number other than the



one Customer identifies. The Bank will not be responsible for transactions blocked or allowed in accordance with the instructions the Customer provides for the Company ID Number.

(c) Debits Not Affected by Blocking. ACH debit blocks do not apply to certain transactions. The following types of ACH-related debits will not be blocked:

- debits to the Customer's account to offset any ACH credit Entries originated by the Customer through Bank;
- reversals of previously received ACH credit Entries;
- returns or reversals by the RDFI of ACH Debit Entries originated by the Customer through the Bank;
- Reclamation Entries;
- debits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments or for fees, charges or other amounts the Customer owes the Bank; and
- debits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

2. ACH Transaction Review:

(a) The Customer shall use filter criteria available through the service to select the types or categories of incoming ACH debit and/or credit transactions to be reviewed or the Customer may elect to review all incoming ACH transactions subject to Section 2(d) below.

(b) Based upon the filter criteria selected by the Customer, ACH transactions meeting that criteria will be made available for the Customer to review not later than a designated time on the banking day following the day on which the transactions are posted to the Customer's account. The details provided by the Bank for each Entry will include account number, dollar amount, company ID, receiver's name, standard entry class code and settlement date.

(c) The Customer shall advise the Bank by means of an agreed upon transmission method not later than the Bank's designated cutoff time on the same day as transaction information is made available for those transactions, if any, that are unauthorized and that the Customer wishes to return. The Bank is entitled to rely on any instructions that it receives and that it reasonably believes to be genuine. The Bank shall return all such transactions and make corresponding adjustments to the Customer's account to which the transactions had been posted. All transactions reported to the Customer as to which Bank does not receive a timely return instruction from the Customer will remain posted.

(d) The following types of ACH transactions will not be made available for the Customer's review and decisioning:

- debits or credits to the Customer's account to offset any ACH Entries originated by the Customer through the Bank;
- reversals of previously received ACH Entries;
- returns or reversals by the RDFI of ACH Entries originated by the Customer through the Bank;
- Reclamation Entries;
- debits or credits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments, or to comply with legal requirements or for fees or charges the Customer owes the Bank; and
- if the Customer is also subscribing to the ACH Debit Block service, any transactions blocked and returned pursuant to that service.

(e) Certain transactions reviewed and approved by the Customer may nevertheless be returned by the Bank. This will happen if (i) there are insufficient funds in the Customer's account to cover the amount of an ACH debit or other charge, (ii) a stop payment was previously placed on the transaction or (iii) the Bank determines the transaction must be returned for legal or regulatory reasons. Certain transactions that the Customer advises should be returned may nevertheless be posted by the Bank; these include ACH debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

C. Lockbox

Lockbox is a remittance processing Service offered to customers to support their accounts receivables business needs. Through this service, the Customer's remittance deposits are sent to a Post Office Box and picked up by the Bank and delivered to or via courier for further processing and posting to the Customer's deposit account.

1. Service. The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. Customers requiring Caller Service or Business Reply Mail Service for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the United States Postal Service (the "USPS") and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS for such services or any other action taken or not taken by USPS. The Bank may direct clients to include specific codes or formats within their assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring their customers' remittances are properly addressed in order to prevent delays in processing.

Exhibit "B"

2. Deposit; Endorsement. The Bank will collect all mail delivered to the designated Post Office Box, and will open the mail, process the checks eligible for this service (the "Items") and credit the funds to the Customer account or process for collection the Items received, except: i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; ii) Items which the Bank believes should receive the Customer's special attention; iii) Items for which the Customer is not the payee, unless the Customer has provided proper authorization to process for credit or collection of such Items; and iv) any other matter or merchandise received. The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization of referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank.

3. Differing Amounts. If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such Item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim which may arise from that action.

4. Foreign Items. This Service is limited to Items drawn on domestic banks so to the extent the Bank notices that any Items drawn on foreign banks have been deposited, such Items shall be forwarded to Customer as unprocessable.

5. Returned Items; Re-presentment. If any Item is returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentment.

6. Security for Imaged Items. The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once a CD-ROM is received, or it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data.

7. Image Option. If the Customer elects and this image option is available at the designated Bank processing location, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents"), through the media ("Delivery Media") and at the intervals agreed upon between the Bank and the Customer. The Customer may receive additional service material, including user guides, software licenses and other terms in connection with the selection of this option.

8. Original Documents; Image Storage. Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than 14 days. All original documents will be destroyed 14 days after processing. If the Customer uses the Bank's Regional Retail Lockbox product, associated original documents are retained on site no longer than 7 days. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction., per the Customer's selection If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer via daily Direct Image Transmission.

9. Accuracy; Legibility. The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.

10. Disclosures. As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and Customer's responsibilities under applicable laws and regulations. The Customer further acknowledges and agrees that the data processed by the Bank belongs to the Customer or the Customer's clients.

Exhibit "B"

D. Coin & Currency

Coin and Currency Services, also referred to as Cash Vault Services, provides coin and currency delivery and deposit services to companies that use large quantities of cash. With a nationwide vault network, Customers can place orders for coin and currency, make deposits and track activity by location through electronic reporting options.

1. Cash Orders

1.1. Placement of Cash Orders. The Customer may issue written instructions for the Bank to release United States coin and currency ("Cash") to an armored courier service (the "Courier") as designated by the Customer in accordance with the Bank's guidelines ("Cash Order"). The Customer acknowledges that Cash Orders may be transmitted to the Bank only during such times as set forth in the guidelines. The Bank is authorized to debit the account of the Customer designated in the Cash Order for the amount set forth in the Cash Order. If the Bank has agreed to such an arrangement, the Customer may also place a Cash Order directly at one of the Bank's branch locations by issuing a check to debit the Customer's account at the Bank or as a "cash for cash" exchange. If there are insufficient funds in the designated account, the Bank is authorized to refuse the Cash Order, to fill a partial Cash Order or to debit the designated account even if such debit causes an overdraft, or to debit any other account of the Customer at the Bank.

1.2. Cash Order Limits. The Bank and the Customer may agree to limit the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").

1.3. Discrepancies for Cash Orders. All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin discrepancy is identified, the Customer may contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be sent to the Bank and post marked within 48 hours of receipt of the Cash Order. Any claims post marked after the 48 hour period may be denied and the Customer will have no right to refuse or receive an adjustment after such time period.

1.4. Cancellations and Amendments. A Cash Order may be cancelled by the Customer telephonically, electronically or in writing by a person the Bank reasonably believes to be authorized to act on behalf of the Customer and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended telephonically and the Bank will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered.

1.5. Notice of Rejection/Execution. If the Bank rejects a Cash Order request, it will promptly notify the Customer of the reason. The Bank will notify the Customer when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order the Customer notifies the Bank in writing that a Cash Order was unauthorized or otherwise unenforceable against the Customer, the Bank shall not be liable for executing the Cash Order as notified, including any loss of interest.

1.6. Security Procedure. The Bank must receive a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Customer and the Bank, based upon codes assigned by the Bank to the Customer that identify the Customer and the location (collectively, "Codes"). The Customer agrees that use of the Codes constitutes a security procedure for verifying the authenticity of the Cash Order as being that of the Customer ("Security Procedure")... The Customer and the Bank will maintain reasonable security and control of the Codes. The Bank is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Customer restricting acceptance of any Cash Order or Cancellation is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank. These Security Procedures do not apply to Cash Order requests made by the Customer at one of our branch locations when the Customer is making a "cash for cash" exchange or issuing a check to debit the Customer's account at the Bank.

1.7. Geographical Limitations. The Customer represents and warrants that all Cash Orders will be used by Customer in its normal course of business at the Customer's store/office locations in the United States**.**

2. Cash Deposits

2.1. Standard Courier Service. The Customer may deliver and pick up shipments of Cash or checks to or from the Bank by using the services of a Courier that has been authorized by the Bank, who will act solely as the Customer's agent. The Courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services to the Customer. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. With regard to Customer's Courier, Customer is responsible for any individual's actions while at the Bank's facilities including theft, property damage, intentional crimes and any other act or omission even if such actions would be considered outside the scope of their employment and whether the individual is impersonating an employee of the courier if the Bank has followed its customary procedures for identifying the individual.

Exhibit "B"

2.2. Deposit Presentment and Processing for Standard Courier Service. With regard to deposits delivered to one of the Bank's vault locations, the Customer's Courier must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only Cash and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.

(a) Delivery to Vault. If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit of which the Customer notifies the Bank by telephone or by electronic means.

(b) Delivery to Branch for Delayed Processing. If the Bank agrees to accept the Customer deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt but will provide the Customer with a receipt showing the amount indicated in the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.

2.3. Courier Service through the use of a Smart Safe. The Customer may use the services of a Courier that has been authorized by the Bank, who will act solely as the Customer's agent with regard to machines that will hold Cash that are physically located in the Customer's locations ("smart safes"). The Courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. The Customer will place only Cash in the smart safes which will be maintained by the Customer's Courier. The Customer's Courier is authorized to transmit the Cash information to the Bank on the Customer's behalf and the Bank, upon receipt of such data transmission, will provide provisional credit to the Customer's designated account. The Courier will deliver the Cash to the Bank as directed by the Bank at the Customer's expense. The Customer authorizes the Bank to instruct the Courier to pick up any Cash for which the Bank has given provisional credit at any time and at the Customer's expense.

2.4. Deposit Presentment and Processing through the use of a Smart Safe. The Customer agrees that once the Cash is in the smart safe, the Customer no longer has any ownership, control or rights with regard to the physical Cash and that the Bank is authorized to rely upon the transmitted information from the Customer's Courier with regard to deposits or adjustments to the Customer's deposit account with the Bank. Once the Customer's Courier has completed the verification of the Cash from the smart safe and has transmitted the deposit/adjustment information to the Bank, the Cash is then placed into the Bank's inventory at the Courier's location. In the event of a dispute related to the amount credited to the Customer's deposit account, the Customer will initiate its claim and request for an investigation with its Courier.

2.5. Discrepancies. All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer or the receipt provided to the Customer or its Courier upon initial presentment, the count will be recounted. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer, and the Bank may correct any credit made to the Customer's account. The Bank will notify the Customer's representative designated in the service implementation questionnaire if the difference is more than the minimum amount specified in the Bank's guidelines. All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin difference is identified, contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be postmarked within 48 hours of receipt of the Cash Order. Any claims postmarked after the 48-hour period will be denied and Customer will have no right to request or receive an adjustment after such time period.

2.6. Relationship upon Delivery of Bags. Until the Bank recounts the contents of the bags and enters a final credit to the Customer's account, the Bank is not responsible for any claimed contents of the bags. The Customer should not include anything in a bag other than Cash and its deposit slip, and the Bank shall have no responsibility or liability if there is any other property included or claimed to have been included in a bag...

2.7. Delivery to Unattended Facility. If the Bank agrees to allow the Customer to use one of the Bank's unattended facilities (including but not limited to a night depository or commercial ATM), the Bank may provide the Customer with an access device (such as a key or card that may require a personal identification number ("PIN"). The Customer must return all access devices to the Bank upon request. The Bank will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bag. While the Customer or the Customer's Courier is physically present at one of the Bank's unattended facilities, the Customer is a licensee only and the Bank has no responsibility for the safety of the Customer or its Courier while at such facility.

2.8. Liability at Unattended Facility. The Customer assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Bank is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Customer's responsibility to verify that its bags have dropped down completely into the facility, and the Customer agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.



2.9. Geographical Limitations of Cash Deposits. Cash Deposits must be delivered to the Bank by Customer's courier and from Customer's physical store/office locations in the United States. Cross-border cash deposits (i.e., cash brought into the United States from outside the United States) are strictly prohibited

E. Positive Pay, Reverse Positive Pay and Payee Verification

Positive Pay, Reverse Positive Pay and Payee Verification services help prevent check fraud on Customers accounts by identifying discrepancies between checks presented to the Bank for payment and those checks issued by Customers. With Positive Pay, the Customer sends check issuance information to the Bank and the Bank compares such information to checks being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on checks being presented for payment and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information and the Bank compares such information against the payee names on checks being presented. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

1. Issuance Information. The following information is defined as "Issuance Information" for each Item: i) Account number; ii) Item serial number; iii) dollar amount; iv) issue date [for Positive Pay and Payee Verification only]; and v) the payee name [for Payee Verification only]. For Positive Pay and Payee Verification, the Customer will provide the Bank the Issuance Information by the banking day on which the Customer issues Items, by means of a mutually agreed upon transmission method the Issuance Information. The Bank will compare the Issuance Information with the Items presented to the Bank for payment against the Account. For Reverse Positive Pay, the Bank will send the Customer the Issuance Information and the Customer will compare such information with the checks they have issued.

2. Discrepancies. For Positive Pay and Payee Verification, if Items are presented to the Bank for which it has not received timely Issuance Information or that contains information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, as required above, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment, and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any instructions that it receives and reasonably believes to be genuine. If a Customer attempts to change an instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request.

3. Payee Verification Additional Terms. For Payee Verification, Customer acknowledges that Items that have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. If the Customer fails to provide the Issuance Information in the file format required by the Bank, the Bank will not be liable for not detecting any discrepancy between the Item and the Issuance Information or for processing such Item. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification service (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, the Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to payee name comparison, the Bank will compare the payee name provided in the Issuance Information to the payee lines contained in the name/address block identified on the Item (presented as provided for in the Bank's setup requirements) and will be limited to those parameters specifically agreed to by the Customer and Bank.

4. Reverse Positive Pay Additional Terms. For Reverse Positive Pay, Customer acknowledges that Items presented for encashment at any of the Bank's branch locations will be refused unless Customer has requested that Bank allow encashment of such Items. If Customer authorizes Bank to pay Items presented for encashment at the Bank's branch locations, Bank shall follow its usual and customary over-the-counter encashment procedures (as may be in effect from time to time) and Customer assumes the risk of any loss that would have been prevented through the use of Positive Pay or Payee Verification services. Customer acknowledges that the Bank may charge a person who cashes an Item drawn on the Customer's Account a fee if that person is not a customer of the Bank. Customer agrees to unconditionally release, indemnify and hold harmless the Bank against any and all liability loss or claim relating to an Item being cashed or returned over-the-counter.

5. Voided Items. The Customer agrees to place a void on an Item in the Issuance Information only with respect to Items that are not in circulation. If the Customer wants to stop pay on a check that has been issued, the Customer is required to issue any Stop Payment request pursuant to the relevant terms of the Account Documentation, outside of these services.

6. Item Payment. The Bank is not obligated to maintain signature cards for the Account and whether or not the Bank does maintain such signature cards, in no event shall the Bank be obligated to inspect any check for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of

signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.

7. **Over the Counter Presentment.** The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment at one of the Bank's branch locations at the teller line, the Customer authorizes the Bank to pay such Item based upon the Positive Pay information at the teller line. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.

F. Controlled Disbursements

Controlled Disbursement Accounts help customers effectively manage the disbursement process to gain control over idle balances and automate funding transfers and is designed to provide disbursement totals early each business day.

1. **Controlled Disbursement Account.** Each controlled disbursement account ("Controlled Disbursement Account"), except as set forth herein, shall be opened and maintained in accordance with the Account Documentation. Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that checks or drafts ("Items") presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services

2. **Payment of Items.** Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor Items which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.

3. **Over-the-Counter Presentment.** Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.

4. **Funding Account for Controlled Disbursement.** Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.

5. **Media.** Bank will transmit to Customer by the transmission method or media agreed to by Customer and Bank information regarding Customer's Controlled Disbursement Account.

6. **Routing Transit Number.** Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.

7. **Financial Condition.** In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.

8. **Third Party Usage.** Customer agrees that it will not permit a third party to write checks on or otherwise issue payment transactions or instructions on Customer's Controlled Disbursement Account. Customer agrees to indemnify and hold Bank harmless from and against any and all actions, claims, demands, losses, liabilities or expenses whatsoever, including attorney's fees and costs, resulting directly or indirectly from Customer's breach of this Section 8. This indemnity shall survive the termination of these Service Terms. Notwithstanding anything to the contrary, Customer acknowledges that, if Customer breaches this Section 8, Bank may immediately terminate this Service or any Service feature upon notice to the Customer.

Exhibit "B"

G. Image Cash Letter

1. Service.

These terms govern the image cash letter service (the "Service") which allows image-enabled check customers to prepare and transmit electronic deposit information and check images instead of preparing and physically depositing paper cash letters and associated original check.

2. Transmission and Processing.

Customer shall provide through its own methods or devices the captured check images and check data from the Check, including the magnetic ink character recognition formatting (MICR) information through electronic transmissions (the "Transmissions") in the format and specifications required by the Bank's File Standards and within the cut-off times provided by the Bank. Customer authorizes Bank to process the Transmissions as substitute checks, electronic images or photos in lieu, as may be applicable for further clearing through any other financial institution, clearinghouse or Federal Reserve Bank. If the Customer is eligible and has chosen to have Checks processed as ACH transactions, Bank will convert eligible Checks to ARC or POP entries, as defined and provided for in the ACH Origination Service Terms. Customer agrees that it is solely responsible for the creation and transmission of these Transmissions to the Bank. If any Transmission (including any source document for purposes of these Service Terms) does not meet the Bank's or any transferee's standard requirements for processing, Customer assumes all risk of loss or delay in processing such Transmission and authorizes the Bank to either (a) return the Transmission to the Customer without further processing, (b) process the Transmission as sent from the Customer, (c) process the Checks as photocopies in lieu of the originals, or (d) repair or attempt to repair the Transmission for further processing. Under this Service, "Checks" shall mean checks and drafts drawn in US dollars on, or payable through, banks located in the United States (including Puerto Rico, Guam and the US Virgin Islands), endorsed for deposit to Customer's account at the Bank.

3. Image Cash Letter File Deposit Time.

The Transmissions must be sent to Bank prior to the deposit deadline. Any Transmission will be deemed to have been received by Bank when the entire file has been written onto Bank's system and made available for Bank to validate. Based upon the size of the Transmission file, there may be a significant delay between the time Customer begins to send the file and the completion of the transfer as stated above. As a result, Customer will make every effort to send the Transmission file as early as possible. Files that are received after a deposit deadline will be considered deposited as of the next deposit deadline. Processing fees and funds availability will be assessed based on the deposit deadline that is met.

4. Customer Liability.

Customer shall be solely responsible if any Transmission for which Customer has been given provisional credit is returned or reversed, and neither Bank nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement or return. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. Customer agrees that Bank shall have no liability for the content of payment-related information as received from the Customer. Customer shall be solely responsible for the original Checks, including storage and retrieval. Customer agrees to provide a legible copy of an image or the original Check if requested by the Bank within five (5) business days of such request. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Check. Customer will not present a Transmission or the original Check or substitute check more than once to the Bank if the initial Transmission was processed as an ACH transaction and shall be responsible for any and all losses or claims resulting from the Customer presenting such Check or Transmission for payment more than once through any method.

5. Suspension/Cancellation of Service.

Bank reserves the right to suspend or terminate the Service, in whole or in part if Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the Service in a manner inconsistent with the rules and regulations relating to the Service being provided and such breach, use or access is not cured within three business days after notice to Customer. Further, this Service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the Service upon thirty (30) days' prior written notice to the other party; provided, however, that the terms of Section 9 will apply to any termination prior to the time period set forth in the Pricing Schedule.

6. Intellectual Property Ownership.

Neither these Service Terms nor the provision of the Service transfer to Customer any ownership or proprietary rights in the Bank's technology or any work or any part thereof, and all right, title and interest in and to the Bank's technology will remain solely with Bank or its subcontractors.

7. WARRANTIES AND DISCLAIMERS.

Exhibit "B"

7.1. CUSTOMER WARRANTY. CUSTOMER WARRANTS AND REPRESENTS TO THE BANK THAT: (A) EACH TRANSMISSION CONTAINS ACCURATE AND LEGIBLE IMAGES OF ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECKS AT THE TIME EACH CHECK WAS TRUNCATED; (B) EACH TRANSMISSION ALSO CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK AND THE ACCURATE AMOUNT OF THE CHECK; (C) EACH TRANSMISSION CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM SET FORTH IN REGULATION J AND FEDERAL RESERVE BANK OPERATING CIRCULARS AND FOR A SUBSTITUTE CHECK SET FORTH IN REGULATION CC; (D) NO PERSON WILL RECEIVE A TRANSFER, PRESENTMENT OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE CHECK (EITHER THE ORIGINAL CHECK, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE ORIGINAL CHECK) SUCH THAT THE PERSON WILL BE ASKED TO MAKE PAYMENT BASED UPON A CHECK IT HAS ALREADY PAID; (E) CUSTOMER WILL NOT REDEPOSIT THROUGH THIS SERVICE ANY TRANSMISSION REPRESENTING A CHECK PREVIOUSLY DEPOSITED AND RETURNED TO THE CUSTOMER; (F) CUSTOMER WILL EMPLOY COMMERCIALLY REASONABLE SECURITY MEASURES AND FIREWALLS SUFFICIENT TO PROTECT THE TRANSMISSIONS AND STORAGE TO ENSURE NO UNAUTHORIZED ACCESS OR DUPLICATE PRESENTMENT; (G) CUSTOMER WILL ONLY CREATE TRANSMISSIONS FOR CHECKS THAT ORIGINATED AS PAPER CHECKS; (H) CUSTOMER HAS ESTABLISHED AN ANTI-MONEY LAUNDERING PROGRAM IN COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS APPLICABLE TO IT AND SUCH ANTI-MONEY LAUNDERING PROGRAM INCLUDES POLICIES, PROCEDURES AND CONTROLS DESIGNED TO DETECT AND PREVENT MONEY LAUNDERING WHICH CUSTOMER BELIEVES EFFECTIVELY PREVENTS THE USE OF CUSTOMER'S OPERATIONS, PERSONNEL OR FACILITIES FOR MONEY LAUNDERING PURPOSES; AND (I) CUSTOMER WILL ONLY ACCESS THE SERVICE AND SEND TRANSMISSIONS TO THE BANK FROM LOCATIONS WITHIN THE UNITIED STATES; (J) CUSTOMER IS IN COMPLIANCE WITH ALL LOCAL LAWS AND REGULATIONS APPLICABLE TO IT IN THE USE OF THIS SERVICE.

7.2. DISCLAIMER. BANK AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICE AND/OR ACCESS TO OR USE OF THE SERVICE OR TECHNOLOGY PROVIDED TO CUSTOMER HEREUNDER. BANK AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND CUSTOMER ASSUMES ALL SUCH RISKS. CUSTOMER SHALL MAKE AN INDEPENDENT ASSESSMENT OF THE ADEQUACY OF THE INTERNET IN USE OF THE SERVICE PURSUANT TO THE BANK'S PROCEDURES. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SELECTION AND USE BY IT OF ANY THIRD PARTY SECURITY AND COMMUNICATIONS SOFTWARE AND THIRD PARTY SERVICE PROVIDERS IS THE SOLE RESPONSIBILITY OF CUSTOMER, AND BANK DISCLAIMS ALL RISKS RELATED THERETO, NOTHWITHSTANDING THAT THE BANK MAY RECOMMEND CERTAIN SECURITY AND/OR COMMUNICATIONS SOFTWARE AND SERVICES. CUSTOMER AGREES TO, AT ITS SOLE EXPENSE, PROCURE AND MAINTAIN ALL HARDWARE, BROWSERS, SOFTWARE AND TELECOMMUNICATIONS EQUIPMENT NECESSARY TO ACCESS THE SERVICE IN ACCORDANCE WITH THE BANK'S RECOMMENDED SYSTEM CONFIGURATION.

8. INDEMNIFICATION.

IN ADDITION TO ITS INDEMNIFICATION OBLIGATIONS IN THE ACCOUNT TERMS, AND EXCEPT FOR LOSSES OR EXPENSES CAUSED BY BANK'S FAILURE TO EXERCISE ORDINARY CARE OR WILLFUL MISCONDUCT, CUSTOMER AGREES TO INDEMNIFY BANK FOR ANY LOSS OR EXPENSE SUSTAINED (INCLUDING ATTORNEY'S FEES AND EXPENSES OF LITIGATION) RESULTING FROM (i) CUSTOMER'S LACK OF AUTHORITY TO MAKE THE WARRANTIES PROVIDED HEREIN; (ii) ANY ACTION TAKEN OR NOT TAKEN BY BANK WITHIN THE SCOPE OF ITS AUTHORITY UNDER THESE SERVICE TERMS IN HANDLING A CHECK; AND (iii) ANY WARRANTY OR INDEMNITY REQUIRED TO BE MADE BY BANK WITH RESPECT TO A CHECK UNDER APPLICABLE LAW OR REGULATION.

9. Pricing Schedule/Volume/Termination Penalties.

Bank and Customer agree to the terms of the Pricing Schedule which are incorporated herein by reference, including the length of time the Service will be provided, the charges/fees and the volumes, as may be stated in the Pricing Schedule. If Customer terminates the Service or the Service is otherwise terminated without fault of the Bank prior to the period of time set forth in the Pricing Schedule, Customer shall pay the Bank a termination fee equal to twelve (12) times the average monthly transaction fee for the Service for the period of time the Service was provided to Customer. Such termination fee shall be paid within thirty (30) days' after the effective termination date.

10. Audit.

Customer authorizes the Bank to audit its facilities where the Checks are imaged, stored and destroyed as well as where the Transmissions are processed under this Service upon reasonable prior written notice from the Bank.

11. Online Adjustments Services.

If Bank and Customer agree, Customer will submit its adjustment requests through the web-based SVPCO Online Adjustment Service ("Online Adjustment") based on the following terms:

Exhibit "B"

For Customers choosing the deposit account option where they settle for the Items through the Customer's deposit account at Bank ("Deposit Account") option, Customer agrees to be bound by the SVPCO Electronic Adjustment Exchange Rules, as may be amended from time to time ("SVPCO Rules"). Bank will assist the Customer in implementing and registering for Online Adjustment. Customer will designate at least one Administrator by submitting the Secure ID Token Form for Online Adjustments ("Form"). After the initial registration, Customer will be able to update its designated users directly through SVPCO. Bank may conclusively rely upon any information or instructions purported to be sent by the Customer through Online Adjustment. Customer agrees that Bank may charge Customer's Account for any adjustments and related fees. Customer agrees that the Bank shall have no responsibility with regard to the adjustment information transmitted through Online Adjustment. Notwithstanding anything to the contrary in these Service Terms or the Account Documentation, Online Adjustment will automatically terminate upon the termination or expiration of the agreement covering the SVPCO online adjustment service between Bank and The Clearing House.

H. Image Deposit Direct

1. Service Terms. JPMorgan Chase Bank, N.A. ("Bank") will provide Customer the Image Deposit Direct (IDD) Service (the "Service") in accordance with the provisions set forth in these Image Deposit Direct Service Terms (the "Service Terms"). The provisions of the Bank's account documentation, including the account terms governing the operation of business accounts and services and any applicable Service Terms as may be amended from time to time (collectively, the "Account Documentation") are incorporated herein. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms. If and to the extent there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms will prevail. Capitalized terms used in these Service Terms and not defined herein have the meanings set forth in the Account Documentation.

2. The Service. The Service allows Customer to electronically transmit deposits of eligible checks and items (eligible checks and items are limited to personal checks, money orders, business checks, cashiers checks, traveler's checks payable in U.S. Dollars and drawn on U.S. banks or US Postal Service Money Orders, payable to the Customer, by using a capture device, including a desktop scanner or mobile device (hereinafter referred to as a"Scanner"), to create an electronic image of an original paper check or item and other paper source documents (collectively, "Item") and transmitting the image of the Item ("Image") and related data to Bank. As part of the Service Customer must use software and hardware provided by or acceptable to Bank. Customer is solely responsible for the Image and any information or data transmitted, supplied or key-entered by Customer employees or its agent. Before any Image of an Item is transmitted to the Bank, the Item shall be endorsed with the legend "For Deposit Only" and the Customer's name or account number unless otherwise provided for by the Bank.

(a) Customer agrees that after the Image of the Item has been created and transmitted to the Bank for deposit, Customer shall not otherwise transfer or negotiate the original Item, substitute check or any other image of the Item. Customer further agrees that Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer must have in place policies and procedures for the secure storage and destruction of the original Items.

(b) Customer agrees that a copy made from the Image or substitute check of the Item, as defined by federal law, will become the legal representation of the Item for all purposes, including return item processing.

(c) If Bank receives the submitted deposit transmission no later than the Bank's designated cut off time (the "Cutoff Time") on a day that the Bank is generally open for business, i.e., Monday through Friday excluding weekends and state or federal holidays ("Business Day"), Bank will consider that Business Day to be the day of deposit. If Bank receives the submitted deposit transmission after the Cutoff Time or on a non-Business Day, the deposit will be considered to be made on the next Business Day. Whether the Cutoff Time has been met will be determined by the time displayed on the Bank's internal system clocks which may not necessarily be synchronized with the internal clock displayed on Customer's computer or device. For this reason, Bank suggests that Customer submit its deposit transmissions to Bank sufficiently in advance of the Cutoff Time to avoid the possibility of missing the Cutoff Time.

(d) The term of the Service is two (2) years. After the expiration of the initial two year term, the Service shall continue on a month to month basis.

(e) Customer is responsible for making certain that only Images of eligible Items are sent to Bank through this Service. Any Image of an Item sent through this Service that is not eligible as set forth in Section 2 above will be handled at Customer's sole risk and liability.

(f) Subpart B of Federal Regulation CC (availability of funds) does not apply when electronic images of Items are transmitted to Bank. Funds from deposits made via this Service will be available in accordance with the availability schedule for the Service. However, Bank may apply additional delays on the availability of funds based on any other factors as determined in the Bank's sole discretion.

(g) Customer agrees that Scanners used as a part of this Service are only to be used at locations within the United States.

3. Item Processing. If the submitted deposit transmission with respect to any Item does not comply with the Bank's or its processor's requirements for item type submitted, content, batch size and/or format, Customer shall be responsible for any loss related to the processing of such Item, including if the Bank, in its sole discretion:

(a) further transmits the Item or data in the form received from Customer;

(b) repairs or attempts to repair the Item or data and then further transmits it;

(c) processes the Item as a photocopy in lieu of the original; or

(d) returns the Item or data to Customer unprocessed and charges back Customer's account.

4. Warranties. Customer represents and warrants to Bank that:

(a) any Image Bank receives accurately and legibly represents all of the information on the front and back of the original Item as of the time the original Item is truncated;

(b) the information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;

(c) the Image conforms to the technical standards for an Electronic Item set forth in Regulation J and Federal Reserve Bank operating circulars and for a substitute check set forth in Regulation CC;

(d) no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;

(e) Customer will not redeposit through this Service any Item previously deposited and returned to Customer unless Bank advises Customer otherwise;

(f) Customer will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;

(g) Customer will only transmit Images created from original paper Items; and

(h) Customer will comply with all laws and regulations applicable to Customer in its use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority.

5. Computer Equipment; Browser Access and Internet Services. Customer is responsible for obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "System") necessary for Customer to access and use the Service in accordance with the Bank's recommended system configuration.. This responsibility includes, without limitation, Customer's utilizing up-to-date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and Customer hereby expressly assumes such risks, including, but not limited to those Bank may disclose in its educational materials. Customer acknowledges that Customer is responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems. Customer acknowledges that it has made an independent assessment of the adequacy of the Internet and Systems in connection with the use of the Service and that Customer is satisfied with that assessment. Customer agrees that the presence of any malware, including, without limitation, any keystroke logger type of malware, on any of Customer's computers shall be presumed, unless proven otherwise by clear and convincing evidence by Customer, to constitute the failure by Customer to fulfill its duty at all times to maintain the proper functioning, maintenance and security of its own systems, services, software and other equipment, and to be the cause of any damage, loss, expense or liability which may be suffered or incurred by Customer. Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer and the Customer is responsible for all fees associated therewith. Bank disclaims all risks related thereto and makes no endorsement thereof, notwithstanding that the Bank may recommend certain security and/or communications software and services or provide a link to a third party site where Customer may download software.

6. Security Devices. In order to communicate electronically with Bank whether via the Internet, or otherwise, to access information or effect transactions in connection with the Service, Customer shall utilize identification codes, passwords, authorization, authentication and/or encryption algorithms, tangible or intangible security tokens, cookies, digital signatures and private or public keys (individually a "Security Device" and collectively the "Security Devices") to be issued or approved by Bank from time to time. To prevent unauthorized access to Customer's accounts and to prevent unauthorized use of the Service, Customer agrees to protect and keep confidential the Security Devices used for accessing Customer's accounts via the Service. If Customer believes someone may attempt to use or has used the Service without Customer's permission, or that any other unauthorized use or security breach has occurred, Customer agrees to immediately notify Customer's relationship officer.

7. Product Rights.

(a) Grant of License. To the extent Bank or its licensors make any software available to Customer via download on its website or by any other means for use in conjunction with the Service, Bank hereby grants, and Customer hereby accepts, for the term of these Service Terms, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("Products") for use only directly in conjunction with its permitted use of the Service.

(b) Title. Except for the license granted to Customer hereunder, all rights and title in and to the Products, including any improvements, modifications, and derivative works, will at all times remain with Bank or its licensors, and Customer shall acquire no rights in the Products.

(c) Use of Products.

i) Customer agrees that the Products will be used only by Customer and Customer's Affiliates, provided that each Affiliate agrees to be bound by the terms hereof and further that Customer will be liable for Customer's Affiliates' acts and omissions in connection with the Products. For purposes of this Agreement, "Affiliates" means those entities that control, are controlled by or are under common control with Customer. For purposes of this definition, "control" (including with correlative meaning, controlled by, and under common control with) means the possession, directly or indirectly, of greater than a 50% ownership interest in an entity.

ii) Except as otherwise expressly provided herein, Customer will not copy, modify, or create derivative works of the Products or display, assign, sublicense, distribute, or otherwise transfer any interest in this Agreement or the Products to any third party.

iii) Customer will not, and will not permit others to, reverse engineer, reverse-compile, or reverse-assemble the Products or otherwise attempt to obtain source code for the Products.

iv) Customer shall use the Products solely for Customer's internal business purposes. For purposes of this clause, the expression "internal business purposes" will in no circumstance include time sharing, rental, or service bureau purposes, or the sale, marketing or (except as otherwise expressly provided herein) commercial exploitation of the Products.

v) Customer will notify Bank in writing regarding any unauthorized use or disclosure of the Products immediately after it becomes known to Customer.

vi) Customer acknowledges that the Products constitute trade secrets and represent significant economic and commercial value to Bank and/or its licensors and must be maintained as secret, confidential and proprietary. Customer agrees that copyright legends borne by the Products in no way reduce the trade secret, proprietary and/or confidential nature thereof. Customer will take all reasonable steps to safeguard the Products to ensure that no unauthorized disclosure or use is made, in whole or in part, and will use at least the same degree of care to prevent the unauthorized use, disclosure or availability of the Products as Customer ordinarily use in protecting Customer's own most valuable confidential and proprietary information. Customer will not remove or alter any copyright or other proprietary legends contained on the Products.

vii) Customer obligations under this Section survive termination of these Service Terms.

(d) Installation, Training and Maintenance. Customer will be solely responsible for the installation, training, maintenance and use of the Products. It is Customer's (and expressly not Bank's) responsibility to establish reasonable backups, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access.

(e) Patent Infringement. In the event the Products become, or in Bank's opinion are reasonably likely to become, the subject of a claim of infringement, Customer will allow Bank, at its option and expense, to replace the Products with a non-infringing alternative, modify the Products so that they become non-infringing or terminate the license.

(f) Risk of Loss. Customer will bear the entire risk of loss, destruction and damage to the Products from any cause whatsoever, and no such loss, destruction or damage shall impair any of Customer obligations hereunder which shall continue in full force and effect.

8. New Features. Bank may, from time to time, introduce new features to the Service or modify or delete existing features in its sole discretion. Bank shall notify Customer of any of these changes to features if Bank is legally required to do so. By using any new or modified features when they become available, Customer agrees to be bound by the rules concerning these features.

9. Audit Rights. Customer agrees that Bank has the right to audit Customer's processes and procedures for managing and maintaining the security and safety of the scanner, the transmission of the images and the original Items as defined below and that Bank has the right to audit Customer's physical locations where the scanners are used and original items are stored as well as Customer's processes for secure destruction of the original Items.

10. Indemnification. In addition to the indemnities contained in the Account Documentation, Customer agrees to defend, indemnify and hold Bank, its officers, affiliates, employees and agents harmless from any actions, claims, losses, demands, liabilities, litigation or damages (including reasonable attorneys' fees) arising from or in connection with:

(a) Customer's breach of any of the warranties made by Customer pursuant to these Service Terms,

(b) Customer's use of the Service or the use of the Service by anyone using Customer's Security Device in breach of its obligations to any third party or applicable law, or

(c) Customer's violation of these Service Terms or the rights of any third party (including, but not limited to, privacy rights).

11. Disclaimer. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE SERVICES ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES. TO THE EXTENT THAT ANY IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE INITIAL DELIVERY DATE OF THE RELEVANT SERVICES THE BANK AND ANY THIRD PARTY VENDOR DO NOT WARRANT OR GUARANTY THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE DATA OR THAT ANY PART OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

12. Limitation of Liability.

(a) In no event will Bank's liability under these Service Terms for any damages of any kind exceed an amount equal to the fees the Customer paid Bank for the Service during the twelve (12) months preceding the date on which Customer made the corresponding claim. If Customer makes a claim during the first twelve (12) months of service, Bank's liability will be limited to the average monthly fee Customer paid during that time multiplied by twelve.

(b) EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, BANK SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENENACE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS CUSTOMER EXPERIENCES DUE TO CAUSES BEYOND BANK'S DIRECT, EXCLUSIVE AND REASONABLE CONTROL, AND CUSTOMER IN ORDER TO HOLD BANK LIABLE SHALL HAVE THE BURDEN OF PROOF TO ESTABLISH BY CLEAR AND CONVINCING EVIDENCE THAT ANY DAMAGE SUFFERED OR INCURRED BY CUSTOMER WAS FROM A CAUSE THAT WAS WITHIN BANK'S DIRECT, EXCLUSIVE AND REASONABLE CONTROL.

13. Miscellaneous.

(a) If Customer cancels the Service before the expiration of two (2) years, Customer shall pay an early cancellation fee of $500.00 for each scanner not paid for in full at the time the Service is implemented.

(b) In addition to other termination rights set forth in the Account Documentation, Bank may terminate the Service immediately if Customer breaches any warranty set forth in these Service Terms.

(c) If the Service is cancelled or terminated for any reason, Customer shall uninstall any software or hardware from its computer systems which was provided to Customer as part of the Service or assume the risk of any loss that could have been prevented by Customer's compliance with this provision.

(d) The provisions of sections 2, 4, 7, 10, 11 and 12 shall survive termination of these Service Terms.

I. Check Print

The Check Print Service enables the Customer instruct the Bank to create and mail checks and/or documents on behalf of the Customer.

1. Print Orders. The Bank will execute each print order requested by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Print Order"). Print Order information shall include payee names and addresses. Customer agrees that it will not include any other personally identifiable information or any protected health information in its Print Orders. Print Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms.

2. Check Pull Requests. For any Print Order received by the Bank, the Customer may request the Bank to pull a check(s) from processing by completing the Bank's manual check pull request form ("Check Pull Request"); provided, however, that a Check Pull Request will not be effective unless and until it is received by the Bank in the form required and the Bank has had a reasonable time to act upon such request. A Print Order may not be amended or modified. The Bank has no obligation to adjust or stop the payment or posting of a Print Order it has accepted.

3. **Receipt of Print Orders.** The Customer shall transmit Print Orders to Bank to the location and in compliance with the formatting and other requirements of the Bank set forth in its operating procedures. Bank may reject any Print Order that does not comply with these Service Terms.

4. **Issuance of Checks/Documents.** For each Print Order accepted by the Bank, the Bank will: (a) cause a check to be printed and completed; (b) cause a laser facsimile signature authorized by the Customer to be placed on the check; (c) if agreed upon, cause other documents to be completed and included with the check issuance ("Documents"); and (d) mail or send the check by courier along with any Documents as agreed upon (collectively, the "Issuance"). The Customer expressly grants the Bank the authority to create and process such Issuances.

5. **Notice of Rejection.** The Bank will promptly notify the Customer if a Print Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Check Print Service or given electronically, orally, by telephone or facsimile transmission.

6. **Control.** The Bank is not responsible or liable for the detection of errors contained in any Print Order as received from the Customer and is entitled to rely on the information contained therein.

7. **Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event the Bank receives conflicting notices or instructions, the Bank is authorized to act on either the notice or instruction, or it can refuse to act. No restriction on the Bank's acceptance of any Print Order will be binding on the Bank, except as set forth in these Service Terms unless agreed to in writing by the Bank and the Bank has had a reasonable opportunity to act upon such change.

8. **Limitation of Liability.**
The Bank's liability shall be limited to direct damages caused by the Bank's failure to use reasonable care. Reasonable care in providing the Check Print Service shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful.

9. **Cashier's Checks.** If the Bank creates cashier's checks under the Check Print Service, the following additional terms will apply: (a) Customer will send the cashier's check print file information ("File Information") to the Bank by the Bank's cut off time on a given day ("Day One"); (b) the Customer authorizes the Bank to debit the Customer's designated account ("Funding Account") for the amounts shown on the File Information on Day One; (c) as the cashier's checks from the File Information are being processed, the account reconciliation issue file ("ARP File") must match the date of funding found in the File Information of the next banking day ("Day Two"); (d) for any cashier's check for which there is insufficient funds in the Funding Account on Day One to fund the purchase of the cashier's check, the Bank is authorized to reject the creation of such cashier's check; (e) fully funded cashier's checks will be printed on Day Two; (f) if the Customer is using one of the Bank's online services, Customer will be able to view information regarding the cashier's checks which were funded and created and those that were rejected; (g) any information from the File Information which can not be used to create a cashier's check will be communicated to the Customer for further research and reconciliation; (h) if any cashier's check is returned as undeliverable, the cashier's check will remain outstanding in the Bank's cashier's check account and escheated according to applicable laws and regulations. If the payee of a cashier's check claims that the cashier's check was lost, stolen or destroyed before the funds are escheated, such claim will be handled in accordance with the Bank's procedures.

J. ACH Tax Payment

1. **Service**. Bank will provide a service (the "Service") whereby Customer can direct Bank, via touchtone telephone or internet platform, to make tax payments through the automated clearing house (ACH) system from an account with Bank that Customer specifies. Customer may use the service to pay:

   - any federal taxes covered by the Federal Tax Deposit Coupons (Form 8109) that Customer has executed and delivered to Bank from time to time;
   - certain state taxes; and
   - certain municipal taxes.

   Bank may pay taxes from Customer's account in accordance with any instructions issued in Customer's name that Bank verifies pursuant to the security procedures specified in these Service Terms. In using the Service, Customer agrees to comply with and be bound by the Operating Rules of the National Automated Clearing House Association ("NACHA Rules").

2. **Receipt of Instructions and Cancellations**. Customer may issue instructions and cancellations only during service hours that Bank specifies, and Customer acknowledges that Bank may change such service hours upon prior notice to Customer. Bank must receive instructions,

including but not limited to payment cancellation instructions, not later than 6:00 p.m. ET (or such other time as Bank specifies) on the Business Day prior to the day on which the tax payment is due. For purposes of this Section, "Business Day" means a day on which the Bank is open for business in its New York office. Instructions received after such time shall not be processed until the following business day and Customer shall be liable for any charges, fees or costs associated with such payment. Bank may reject or delay processing of a tax payment if the request is not complete or is inaccurate or otherwise does not meet the criteria Bank specifies for acceptance herein or in the User Guide (as hereafter defined).

The Service is not designed or intended to be used for any ACH tax payment that is required to be formatted as an "International ACH Transaction" (or IAT) under the NACHA Rules. Customer agrees not to use or attempt to use the Service to originate any ACH tax payment that is required to be formatted under the NACHA Rules as an "International ACH Transaction" (or IAT). Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, losses, fines, penalties, damages, liabilities and expenses, including, without limitation, legal fees and expenses, resulting directly or indirectly from any ACH tax payment processed or requested to be processed by Customer via the Service which should have been formatted under the NACHA Rules as an IAT.

3. Tax Payment Security Procedures.

(a) A Bank-issued or approved access code and PIN and/or other security device ("Security Device") is required to access the Service. The Customer shall be bound by and adhere to the security procedures and other procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer (the "User Guide"). The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device or any other breach of security. The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same. The Customer agrees that any use of the Service with a Security Device is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorized User (as defined below) to do the same.

(b) This Section 3(b) applies to use of the Service through the designated internet platform, but does not apply to touchtone telephone access. Customer shall designate an administrator (the "Administrator") who shall have authority in accordance with the operational instructions for the Service provided to Customer in the User Guide. Customer agrees to notify Bank of any change in Administrator in the manner and form designated by Bank. Any such changes shall be effective at such time as Bank has received such notice and has had a reasonable opportunity to act upon it. In accordance with the procedures contained in the User Guide, the Administrator shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each Authorized User of his/her obligations hereunder and under the User Guide. The Administrator shall provide to the Bank, upon the Bank's request, a list of Authorized Users.

4. Open Network Access. The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet, and the Customer assumes all such risks. The Customer shall make an independent assessment of the adequacy of the internet and the Bank's security procedures. The Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer agrees to, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.

5. Funding. Customer authorizes Bank to debit Customer's applicable account for the amount of each tax payment and for any applicable bank fees and charges when due. In the event Customer does not have sufficient funds in Customer's applicable account to cover the amount of a tax payment, Bank shall have no obligation to make the tax payment for Customer. Bank may require Customer to pay Bank the amount of each tax payment on the date of transmission of the tax payment instruction or otherwise prior to the tax payment due date. Bank may from time to establish or revise maximum dollar limits for the total value of all outstanding files of tax payments that Bank will release on customer's behalf. Bank may change or cancel the limits any time without prior notice to Customer, although Bank will try to notify Customer before Bank does that. Funds Bank receives and holds pursuant to the Service shall be held as a deposit liability to Customer and not in trust for Customer or the taxing authority.

6. Warranties; Indemnity. Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the NACHA Rules although Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the NACHA Rules or the conformity of tax payments and other data Bank transmits to the file specifications contained in the NACHA Rules. Customer further represents and warrants to Bank that: (i) Customer shall not access the Service from any jurisdiction in which the Service is not authorized; and (ii) each tax payment Customer originates will comply with applicable U.S. laws and regulations and Customer acknowledges that payments may not be initiated that violate the laws of the United States.

Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorney's fees and costs) resulting directly or indirectly from (a) Customer's breach of any warranty made under this Section and (b) compliance by Bank with any request Customer makes for a cancellation, stop payment, reversal or recall of any tax payment.

Bank shall have no responsibility for any delay by any ACH Operator (as such term is defined in the NACHA Rules) or taxing authority in processing any tax payment Bank transmits to such entity or failure by such entity to process or apply any tax payment.

7. Stop Payments; Reversals and Recalls. Customer's instruction to stop payment of, reverse or recall one or more tax payments must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's



procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the relevant taxing authority. Tax payment instructions may not be amended or modified.

8. **Payment Limits**. Bank may from time to time establish or revise (a) maximum dollar limits for each payment to be made by the Customer to a specified taxing authority, and (b) aggregate limits for all payments to be made by the Customer to a specified taxing authority within a 24-hour period. Bank may change or cancel the limits at any time without prior notice to Customer, although Bank will endeavor to give prior notice to Customer. Bank may require Customer to pay Bank the amount of any tax payment on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.

9. **Limitation of Liability**. Bank's maximum aggregate liability in connection with the Service shall be limited as provided in the Account Documentation (as defined in Section 9 below) and shall be further limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees Customer paid Bank during the prior 12 months.

10. **Incorporation of Account Documentation; Termination**. The Bank's terms governing the operation of business accounts and services ("Account Documentation") are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. In addition to Bank's termination rights under the Account Documentation, Bank shall have the right to terminate or suspend these Service Terms and the Service upon notice to Customer in the event of Customer's breach of the NACHA Rules.

K. Client Access

1. Service

The Bank will provide a service (the "Service") for electronic access to the Customer's account information, reports and data (collectively, "Data") and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an "Instruction") and from the Bank of messages, notifications and alerts, via the online (including mobile) and host-to-host/file transfer channels. The Bank reserves the right to modify the applications and products (each an "Application") available via the Service, upon notice to the Customer.

2. Security Procedures and Other Controls

2.1. Security Procedures. The security procedures for each channel are as set forth below, as may be modified on notice to the Customer through any medium (each, a "Security Procedure"). Any Instruction, the authenticity of which has been verified through a Security Procedure, shall be effective as that of the Customer, whether or not authorized, and notwithstanding that the Instruction may result in an overdraft of an Account. Administrative Procedures (as defined in Section 2.2 below) and unilateral Bank controls shall not be deemed to be Security Procedures for purposes hereof unless explicitly identified as such in writing.

a. **Online Channel.** The Security Procedure for verifying payment Instructions issued (released) via the online channel is validation of an identification code and confidential password of an Authorized User (as defined in Section 2.4 below) and a token code generated by a Bank issued or approved security device ("Security Device") assigned to that Authorized User; provided that the Security Procedure for verifying payment Instructions issued (released) via the mobile application is validation of the registration of the mobile device, a biometric identifier and the private swipe key of an Authorized User.

b. **Host-to-Host/File Transfer Channel.** The Security Procedure for verifying payment Instructions issued (released) via the host-to-host/file transfer channel is authentication of a digital signature using a Signature Certificate, as set forth in Section 8 below.

In addition to the Security Procedures described above, the applicable Security Procedure also includes transaction review based on various risk characteristics. The transaction reviews will be conducted in accordance with commercially reasonable protocols selected by the Bank. Additional authentication from the Customer, such as call-back verification, may be required to complete certain transactions identified by the Bank through transaction review.

The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device, or any other breach of security, including the compromise of a Certificate (as defined below). The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same. The Customer agrees to safeguard all Security Devices and to instruct each Authorized User to do the same. The Customer will be responsible for ensuring that the Security Devices are known to and used only by Authorized Users.

2.2. Administrative Procedures. The Bank offers numerous controls that the Customer may implement to reduce the risk of erroneous or unauthorized transactions ("Administrative Procedures"). These procedures, which may include account and transaction limits, single machine registration and IP filtering, among others, may be supplemented and modified by the Bank from time to time.

2.3. Security Administrator Designation. The Customer shall designate security administrators who shall have equal authority in accordance with the administrative control procedure for each Application and/or the authority to add, update or delete security keys in connection with the host-to-host/file transfer channels. The Customer agrees to notify the Bank of any change in security administrators in the manner and form designated by the Bank. Any such changes shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.

2.4. **Security Administrator Responsibilities.** The security administrators shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service, including the Mobile Application (as defined in Section 7 below), that each user may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each user of his/her obligations hereunder or under any of the applicable Account Documentation (as defined in Section 6 below). The security administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users. In the absence of a valid designation of a security administrator at any time, the Bank may deliver Security Devices and materials to any person authorized to act on behalf of the Customer with respect to the accounts.

2.5. **Processing.** The application of the Security Procedures and any unilateral controls implemented by the Bank may cause delays in processing Instructions or result in the Bank declining to execute an Instruction.

3. Open Network Access; Equipment

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE SERVICE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE INITIAL DELIVERY DATE OF THE RELEVANT SERVICE. THE BANK AND ITS THIRD PARTY DATA AND SERVICE PROVIDERS DO NOT WARRANT OR GUARANTEE THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE DATA OR THAT ANY PART OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

The Customer is responsible for, at its sole expense, obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "System") necessary for the Customer to access and use the Service in accordance with the Bank's recommended system configuration. The Customer shall at all times maintain current and effective anti-virus and anti-spyware software and shall take all reasonable measures to maintain the security of its System. The Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet. The Customer further acknowledges that it has made an independent assessment of the adequacy of the Internet, the System and the Security Procedures in connection with the use of the Service. The Customer assumes all risks associated with the operation, performance and security of its System and the use of open networks, and the Bank disclaims all such risks. The Bank makes no endorsement of any System or third party site, notwithstanding that the Bank may recommend certain Systems or provide a link to a third party site where the Customer may download software.

4. Instructions; Data

4.1. The Customer shall be solely responsible for the genuineness and accuracy, both as to content and form, of all Instructions properly received by the Bank.

4.2. The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to email addresses, fax and telephone number(s).

5. Customer Warranties

The Customer represents and warrants to the Bank that: (i) prior to submitting any document or Instruction that designates Authorized Users, the Customer shall obtain from each individual referred to in such document or Instruction all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing or electronically the geographic location of its Authorized Users and shall provide all updates to such information; and (iii) the Customer shall not access the Service from any jurisdiction which the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized. The Customer hereby represents and warrants to the Bank that these Service Terms constitute its legal and binding obligations enforceable in accordance with its terms.

6. Miscellaneous

6.1. The additional jurisdiction specific provisions set forth in the attached Exhibit are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's Authorized Users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction shall apply to the use of the Service by such Authorized Users. The Bank's terms governing the business accounts and services, including service terms that govern the Bank's processing of Instructions transmitted via the Service ("Account Documentation"), are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail.

6.2. These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, USA (without reference to the conflict of laws rules thereof).

6.3. All disputes arising outside the United States relating to or in connection with these Service Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be (i) Singapore where the dispute arises in Asia and (ii) London where the dispute arises elsewhere (other than the United States) and the arbitration shall be conducted in English. With respect to any dispute, suit, action or proceedings arising in the United States relating to these Service Terms, the Customer irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.

7. Mobile Application

The Service is available via a Bank mobile application (any such application, including released modifications, updates, upgrades, successor and substitute software programs as may have been provided by the Bank to the Customer, a "Mobile Application").

7.1. Accepting use of the Bank's SMS Text Notification Service and/or the Mobile Application service constitutes the Customer's authorization for the Bank to send Data, message notifications and alerts through any communication service providers, including both Internet and telecommunications providers, which shall each be deemed to be acting as the Customer's agent. Such providers may not encrypt communications.

7.2. Authorized Users may be required to accept an application agreement or license in order to download the Mobile Application. The Customer acknowledges that the Account Documentation shall in all cases govern the provision of these services.

7.3. The Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device.

8. Host-to-Host/File Transfer Services

The Service is available via host-to-host/file transfer Services. The Customer and the Bank will use the following procedures for the use of a transport certificate, which establishes a secure session between the Bank and the Customer on the basis of the corresponding security key (the "Transport Certificate"), and a digital signature certificate, which authenticates transmitted files on the basis of the corresponding security key (the "Signature Certificate"). Each of the Signature Certificate and the Transport Certificate are referred to herein as a "Certificate" and the corresponding security key as a "Security Key".

8.1. **Customer Requests.** The Customer shall comply with the Bank's procedures notified to the Customer for any request that the Bank add, update or delete a Security Key. The Customer may contact the Customer's customer service office (or other designated Bank representative as the Bank may direct) for assistance with any such request. Any request to add or update a Security Key shall include the applicable Certificate, a text file or other physical representation of the public Security Key of such Certificate and the requested date and time for the action to be taken, which shall be no earlier than two U.S. banking days after the Bank's receipt of the request.

8.2. **Security Key Updates.** The Bank shall have the right to rely on any request that the Bank believes in good faith to have been sent by the designated security administrator, notwithstanding that such security administrator may be a third party agent acting on behalf of the Customer. Upon successful validation of a Customer's request, the Bank will reply confirming receipt of the Security Key file and the scheduled date and time for the action to take place. Requests for security key additions, updates or deletions will be actioned during the course of normal business hours, Monday through Friday, 8:30 AM – 5:30 PM Eastern Time (United States).

8.3. **Administrative Procedures: Certificate Requirements.** The Customer agrees to comply with Bank's Administrative Procedures for Certificates, including the following:

(i) Certificates must have a finite validity period, the maximum length of which is determined by the combined use of a Transport Certificate and a Signature Certificate.

- If digital-signature is applied to the file/payload, then the following applies:
    - The Signature Certificate validity period is limited to five years, provided that the Transport Certificate validity period is two years or less; OR
    - The Transport Certificate validity period is limited to five years, provided that the Signature Certificate validity period is three years or less.
- If no digital-signature is used, then the Transport Certificate validity period is limited to two years.

(ii) No Certificate shall be accepted unless it adheres to the following cryptographic specification:



- Message digest: SHA-1, SHA-2, AES256
- Asymmetric algorithm: RSA, DSS
- Asymmetric algorithm key length: 2048 bits or more

8.4. **Certificate Expiration.** Notwithstanding any courtesy notifications from the Bank regarding the Customer's impending Certificate expiration, the Customer acknowledges that it is the Customer's sole responsibility to update the Certificate prior to its expiration date. The Bank shall have no liability for any loss or damage (including, for the avoidance of doubt, any indirect, special, punitive or consequential damages or losses) arising from the Customer's failure to timely update its Certificate. To allow for proper execution of administrative procedures, and to prevent any lapse in service or emergency procedures, the Customer must request a Certificate change at least 30 days prior to actual Certificate expiration.

Exhibit "B"

Jurisdiction Specific Provisions Exhibit

A. Australia & New Zealand

To the extent that any supply made by the Bank under these Service Terms is a taxable supply for the purposes of the Australian Goods and Services Tax, or that goods and services tax under the New Zealand Goods and Services Tax Act 1985 is payable in respect of any supply under this License Agreement, ("GST"), the fees payable in respect of that taxable supply ("original amount") will be increased by the amount of GST payable in respect of that taxable supply. Customer must pay the increased amount at the same time and in the same manner as the original amount.

B. Peoples Republic of China

Any dispute arising from or in connection with these Service Terms shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration which shall be conducted in accordance with its arbitration rules in effect at the time of applying for arbitration. The hearing place shall be Beijing. The arbitral award is final and binding upon both parties.

C. Indonesia

The Bank and the Customer agree that, for the effectiveness of any termination of these Service Terms or the Services provided hereunder, they hereby waive any provisions, procedures and operation of any applicable law to the extent a court order is required for the termination of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms.

Section 7.3 shall be replaced by "Except for losses directly resulting from errors or delay caused by the Bank's gross negligence or willful misconduct, the Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device."

D. Malaysia/Labuan –.

(i) The following terms shall apply in relation to the Service where it is provided in relation to accounts in Malaysia/Labuan and/or where the Service is provided in Malaysia/Labuan:

(a) Any references in the Service Terms to the term "Bank," shall mean J.P. Morgan Chase Bank Berhad (for Malaysia) and J.P. Morgan Chase Bank, N.A., Labuan Branch (for Labuan).

(b) The Customer acknowledges that it may, through its security administrators, create maximum limits (at a user entitlement level) in relation to funds transfers that may be conducted using the Service, to limit the Customer's risks. Notwithstanding anything to the contrary in these terms, the Customer shall not be liable for any loss which is not attributable to or contributed to by the Customer.

(ii) If the Service is to be accessed by a Customer (1) who is domiciled or incorporated in Malaysia (other than Labuan), or (2) in Malaysia (other than Labuan), that Customer undertakes not to access or utilize or attempt to access or utilize the Service provided by J.P. Morgan Chase Bank Berhad through any JPMorgan website other than http://www.jpmorganaccess.com.my.

E. Republic of China (Taiwan)

Section 7.3 shall be replaced by "Except for losses directly resulting from errors or delay caused by the Bank's gross negligence or willful misconduct, the Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device."

The Customer acknowledges that it will take steps to ensure it enters into the correct website before attempting to access the Service.

Notwithstanding anything to the contrary contained in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the Bank shall have the right to proceed against the Customer in any other competent court in any other jurisdiction where the Customer's assets are situated from time to time and the Customer agrees to submit to the jurisdiction of any court so chosen by the Bank. The Customer further agrees to waive any objections on the ground of venue or forum non coveniens or any similar ground. The taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not. The Customer irrevocably and unconditionally waives any objection it may now or subsequently have to the choice of venue of any legal action arising out of or relating to these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. The Customer also agrees that a final judgment against it in any such legal action shall be final and conclusive.

Exhibit "B"

F. European Union.

The Customer acknowledges that it is not a "consumer" for the purpose of the European Union's Electronic Commerce Directive ("ECD") (i.e. that it is not an individual) and agrees that the Bank shall not be required to make any disclosures or do any other thing which a non-consumer may agree not to require under the UK rules and legislation implementing the ECD. For further information on the Bank, please see "Notice regarding EU e-commerce information" in the Terms & Conditions on http://www.jpmorgan.com.

(i) The Bank will collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the Data Protection Act 1998 (the "Act") and other relevant data protection legislation. Such personal data may be collected by or on behalf of the Bank in a number of ways (the "Collection Methods"), including via documentation relating to the provision to or use by the Customer of electronic banking services, or via the Customer's use of such electronic banking services, and via other correspondence or communications between the Customer and the Bank.

(ii) The Bank will use personal data collected by it or on its behalf via the Collection Methods for the following purposes (the "Purposes"), namely for the purpose of providing the services to the Customer in accordance with these Terms and the Product Terms, for the Bank's internal administrative purposes, for contacting the Customer about products and services which the Bank or other members of the Bank's group offer which the Bank believes may be of interest to the Customer, and as may be otherwise required by law or applicable regulatory or governmental authorities, and such purposes may include transfer of such personal data outside of the European Economic Area to the Bank's subsidiaries or other connected companies or to other organizations as may be required by law or other applicable regulatory or governmental authorities.

(iii) The Customer shall ensure that any disclosure of personal data made by it or by its employees or agents via the Collection Methods which relate to the Customer's employees or agents is only made following notification by the Customer to data subjects of the Purposes for which their personal data may be processed by or on behalf of the Bank, and is otherwise fair and lawful.

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Eligibility for particular products and services is subject to final determination by J.P. Morgan and/or its affiliates.

Exhibit "B"

ACCOUNT TERMS

V1.4_02_24_15

INTRODUCTION

This document, as amended or supplemented by account addenda for each country in which the Accounts are held, (collectively, the "Account Terms") contains the general terms, conditions and disclosures for the Accounts and Services selected by the Customer and constitutes an agreement between the Bank and the Customer. References to "the Bank" shall mean **JPMorgan Chase Bank, N.A.**, and any of its affiliates. References to the "Customer" shall mean the entity to which the Bank, as an independent contractor, provides Accounts and Services, including any entity that is bound by a Subsidiary Election Agreement (not applicable in all jurisdictions), as may be amended from time to time. All accounts subject to the Account Terms are, regardless of their location, referred to as "Accounts". The Account Terms may be supplemented or amended as set forth in Section 17.6 (*Amendments; Supplement; Waivers*) herein. References to "Services" shall mean services offered by the Bank and subject to the Account Terms and any applicable Service Terms. References to "Service Terms" shall mean any terms and conditions regarding specific types of Accounts or Services that are subject to the Account Terms. In addition to the Account Terms and Service Terms, the Accounts are subject to other Account-related documentation, including signature cards and application forms (the "Account Documentation").

The Customer shall not transfer any of its rights and obligations in an Account or with respect to a Service, or create any form of security interest over such rights and obligations in an Account, without the prior written consent of the Bank. Failure to obtain the Bank's prior written consent constitutes a breach of these Account Terms by the Customer and may result in immediate closure of Accounts.

The Account Terms, Account Documentation and Service Terms may vary applicable law to the maximum extent permitted under any such law. Any provision of applicable law that cannot be varied shall supersede any conflicting term of the Account Terms, Account Documentation or Service Terms.

1. Authorized Persons.

1.1 Authorized Persons. The Bank is authorized to rely upon any document that identifies a person authorized to act on behalf of the Customer ("Authorized Person") with respect to the Accounts and Services, until the authority for such Authorized Person is withdrawn by the Customer upon written notice to the Bank, and the Bank has had a reasonable opportunity to act on such notice. The Customer will provide a specimen signature for each Authorized Person in the manner requested by the Bank.

1.2 Authorizations. Each Authorized Person is independent of the Bank, and, subject to any written limitation provided by the Customer and received and accepted by the Bank, is authorized on behalf of the Customer to: open, operate and close Accounts; overdraw Accounts as permitted by the Bank; appoint and remove Authorized Persons; execute or otherwise agree to any form of agreement relating to the Accounts or Services, including Account Documentation; execute guarantees, indemnities or other undertakings to the Bank in relation to guarantees, letters of credit or other financial transactions, or in relation to missing documents; draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other financial instruments ("Items"); receive materials related to security procedures; and give instructions ("Instructions"), including requests and payment orders, by means other than the signing of an Item, with respect to any Account transaction. Without limitation, such Instructions may direct: (i) the payment, transfer or withdrawal of funds; (ii) the disposition of money, credits, items or property at any time held by the Bank for account of the Customer; (iii) the provision of access as described in Section 1.4 (*Third Party Access*) and Section 2.1 (*Third Party Instructions*) below; or (iv) any other transaction of the Customer with the Bank.

1.3 Facsimile Signatures. If the Customer provides the Bank with facsimile signature specimens, or if the Customer issues Items with a facsimile signature on one or more occasions, the Bank is authorized to pay Items signed by facsimile signature (including computer generated signatures) if the actual or purported facsimile signature, regardless of how or by whom affixed, resembles the specimens filed with the Bank by the Customer, or resembles a specimen facsimile signature otherwise employed for the Customer's benefit.

1.4 Third Party Access. The Customer may request that the Bank permit a third party to have access to an Account by submitting an access request in a form acceptable to the Bank (an "Access Request", and the third party designated in such form will be referred to as a "Third Party"). Each Third Party is authorized by the Customer to issue Instructions to the Bank in relation to an Account, including to initiate payments and transfers against an Account, and to access and receive balance and transaction information (including account statements, information reporting and transaction advices) by any method of communication, including the Bank's electronic channels, facsimile transmission, in writing, by telephone and SWIFT, and the Bank is authorized to act on such Instructions and provide such access as described in this Section and Section 2.1 (*Third Party Instructions*) below. Subject to the Third Party's completion of documentation required by the Bank, the Bank is authorized to act upon any Instructions issued in the name of any authorized person of the Third Party who has been nominated by the Third Party in a form acceptable to the Bank, and such authorized person shall be deemed an Authorized Person with respect to the provisions of these Account Terms relating to the use of the Accounts and the giving of Instructions with respect to the Accounts. The Customer may revoke an Access Request at any time by giving the Bank written notice of such revocation.

2. Instructions; Security Procedures.

2.1 Security Procedures Generally. When issuing Instructions, the Customer is required to follow the Bank's security procedures as communicated to the Customer by the Bank from time to time, including the procedures set forth herein, and shall be bound by such security procedures for use of the Service. Upon receipt of an Instruction, the Bank will use the security procedures to verify that the Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that the purpose of the security procedure is to verify the authenticity of, and not to detect errors in, Instructions. The Customer shall safeguard the security procedure and make it available only to persons that it has authorized. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective

as that of the Customer, whether or not authorized. An authenticated SWIFT or host-to-host (secure communications channel for data transfer) message issued to the Bank in the name of the Customer shall be deemed to have been given by an Authorized Person.

Security Procedure for Verbal or Written Instructions. Unless the Customer and the Bank have agreed in writing to an alternate security procedure, the Bank may verify the authenticity of verbal or written (including those transmitted by facsimile) funds transfer Instructions by telephonic call-back to an Authorized Person. The Customer agrees that this security procedure is commercially reasonable for such Instructions.

Third Party Instructions. The security procedures applicable to Instructions from any Third Party shall be those security procedures established by the Bank with the Third Party. Any Instruction that the Bank receives from the Third Party, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized, and shall be deemed an Instruction given on behalf of the Customer for all purposes of these Account Terms. The Bank is authorized to act upon any Instructions received via any of the SWIFT BIC codes specified in an Access Request whether or not such SWIFT BIC codes are associated with the Customer or the Third Party.

2.2 Confirmations. If the Customer, other than with respect to security procedures, chooses to confirm an Instruction, any confirmation must be clearly marked as a confirmation, and, if there is any discrepancy between an Instruction and a confirmation, the terms of the Instruction shall prevail. Subject to Section 2.1 (*Security Procedure for Verbal or Written Instructions*), the Bank may, at its option, confirm or clarify any request or Instruction using any means, even if a security procedure appears to have been followed. If the Bank is not satisfied with any confirmation or clarification, it may decline to honor the Instruction.

3. Deposits.

3.1 Processing Incoming Items. All Items deposited or cashed are received for collection only, and are received subject to final payment. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and deadlines to the extent permitted by applicable law or practice. The Bank chooses the method of collecting Items and may use other banks in the process. The Bank will present Items in accordance with the custom and practice of the jurisdiction in which the Items are collected. The Bank is not responsible for actions or omissions of other banks, nor for the loss or destruction of any Item in the possession of other banks or in transit. The Customer shall use reasonable efforts to assist the Bank in locating or obtaining replacements of Items lost while in the Bank's possession.

3.2 Availability of Funds; Credits Not Received. Credits and deposits to an Account will be available in accordance with the Bank's availability policy and applicable law. If the Bank credits an Account: (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank, or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.

3.3 Collection Basis Processing. If an Item is processed by the Bank on a collection basis, the Bank may defer credit or payment for a reasonable time, in accordance with its practices, without dishonor; and the Bank shall not be obligated thereon until it has remitted final payment.

4. Payment of Items.

4.1 Processing Outgoing Items. The Bank is authorized to pay any Item drawn on the Account, in accordance with the Bank's usual procedures, including any Item that purports to be a substitute check. The Bank is authorized to debit the Account on which the Item is drawn on the day the Item is presented, certified or accepted, or at such earlier time when the Bank receives notice by electronic or other means that an Item drawn on an Account has been deposited for collection. The Bank may determine Account balances in order to decide whether to dishonor an Item for insufficient funds at any time between receiving such presentment or notice and the time of the return of the Item, and need make no more than one such determination.

4.2 No Inquiry. The Bank is authorized to pay all Items presented to it or cashed at the Bank, regardless of amount and without inquiry as to the circumstances of issue, negotiation or endorsement or as to the disposition of proceeds, even if drawn, endorsed or payable to cash, bearer or the order of the signer or any Authorized Person or to a lender in payment of the signer's or Authorized Person's obligations.

4.3 Limitations. The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not allow any third party to issue Items against or otherwise use the Accounts unless specifically agreed to in writing by the Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction or legend on any Item, and the Bank is not required to comply with any such condition, restriction or legend.

4.4 Electronic Processing; Specifications. The Bank may process any Item by electronic means. All Items issued by the Customer against any Account must comply with industry standards and the Bank's check specifications and image standards, published from time to time. The Bank shall not be liable for damages or losses due to any delay or failure in procuring, collecting or paying Items not conforming to such specifications or standards, except to the extent such losses or damages are the direct result of the Bank's gross negligence or willful misconduct.

Exhibit "B"

5. Funds Transfer Instructions.

5.1 **Processing Funds Transfer Instructions.** The Customer may issue funds transfer Instructions against Accounts, subject to the Bank's acceptance. Funds transfer Instructions will be received, processed and transmitted only on the Bank's funds transfer business days, and within the Bank's established cut-off hours on such days. Communications requesting cancellation or amendment of funds transfer Instructions must be clearly marked as such and received at a time and in a manner affording the Bank a reasonable opportunity to act on the communication. The Customer may reverse, amend, cancel or revoke any Instructions only with the consent of the Bank and, if applicable, the beneficiary's bank. The Bank will debit the Account for the amount of each funds transfer Instruction accepted by the Bank, and the Customer authorizes the Bank to debit the Account for, or deduct from the amount of the funds transfer, all associated fees, including debit and credit processing charges. In processing a funds transfer, other banks may deduct fees from the funds transfer. No restrictions upon the acceptance of funds transfer Instructions by the Bank or upon the Accounts that the Bank may debit shall be binding unless agreed to by the Bank in writing. The Bank shall not be required to inquire into the circumstances of any transaction.

5.2 **Acting on Instructions.** Notwithstanding any Instructions by the Customer to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction that the Bank deems reasonable in the circumstances.

5.3 **Inconsistent Name and Number.** The Bank and other financial institutions, including the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds transfer Instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name.

5.4 **Foreign Exchange.** If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment in a currency (the "Non-Account Currency") other than the currency of the Account (the "Account Currency"), the Bank is authorized to enter into a foreign exchange transaction to sell to the Customer the amount of Non-Account Currency required to complete the funds transfer and debit the Account for the purchase price of the Non-Account Currency. If the Bank accepts a funds transfer Instruction for payment to the Account in a Non-Account Currency, the Bank is authorized to purchase the Non-Account Currency from the Customer and to credit the purchase price to the Customer's Account in lieu of the Non-Account Currency. The purchase price for the foregoing transactions shall be at a rate and spread as the Bank determines in its discretion and may differ from rates at which comparable transactions are entered into with other customers or the range of foreign exchange rates at which the Bank otherwise enters into foreign exchange transactions on the relevant date. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer.

Foreign Exchange Cancellations, Reversals and Buybacks. Notwithstanding any prior action or course of dealing, subject to applicable law, the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.

5.5 **Cancellation of Foreign Exchange Drafts.** Subject to applicable law, the Bank may cancel any draft issued by the Bank on behalf of the Customer in a Non-Account Currency if the draft is not presented for payment within one hundred eighty (180) calendar days after the date of issuance, and the Customer authorizes the Bank to recredit the Customer's Account with an equivalent amount of Account Currency at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion. Following such cancellation, the Customer shall be responsible for all claims that may be asserted against the Bank in respect of the draft.

6. Interest; Fees; Taxes.

6.1 **Interest.** The Bank may pay interest on balances in interest-bearing Accounts at rates determined by the Bank, subject to any withholding or deduction for tax as required by applicable law, and is authorized to perform any other function (including blocking or suspending the Accounts) as required by applicable law or practice of any relevant tax authority or in accordance with the Bank's usual business practice. The Bank may deduct from the Accounts charges for early withdrawals, which may include a deduction from principal (if permitted or required by law). To the extent market interest rates are negative, the rate applied by the Bank to interest-bearing Accounts may be negative, in which case the Customer may be required to make a negative rate payment, which the Bank shall also be entitled to collect by debiting the Account.

6.2 **Fees and Taxes.**

(a) The Bank may impose and the Customer will pay fees for Accounts and Services provided by the Bank, including transaction, maintenance, balance-deficiency, and service fees and other charges (collectively "Fees"). The Bank may debit any Account for Fees and/or Taxes, even if such debit creates or increases an overdraft of the Account. References to "Taxes" shall mean any taxes (including value added taxes, sales taxes and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Fees, Accounts or Services (including payments or receipts to an Account) except if such Taxes are imposed on the overall net income of the Bank.

(b) All payments (including Fees and interest on overdrafts) from the Customer to the Bank shall be in full, without set-off or counterclaim, and free of any withholding or deduction (collectively, a "Deduction") related to any tax or other claim, unless a Deduction is required by applicable law. If any Deduction is required by applicable law in respect of any payment due to the Bank, the Customer shall:

(i) ensure that the Deduction is made;



(ii) pay the amount of the Deduction as required by applicable law;

(iii) increase the payment in respect of which the Deduction is required so that the net amount received by the Bank after the Deduction shall be equal to the amount which the Bank would have been entitled to receive in the absence of any requirement to make any Deduction; and

(iv) deliver to the Bank, within thirty (30) days after it has made payment to the applicable authority, a certified copy of the original receipt issued by the authority, evidencing the payment to the authority of all amounts required to be deducted.

(c) All Fees are exclusive of Taxes. In addition to any Fees or other amounts due and except to the extent the Bank is otherwise compensated for such Taxes under this Section 6, the Customer will pay or reimburse the Bank for any Taxes which the Bank is required to account for to any tax authority under any applicable law and, where required by applicable law, the Customer shall account for any Taxes directly to the applicable tax authority.

6.3 Documentation and Information. The Customer will provide the Bank with such documentation and information as the Bank may require in connection with taxation, and warrants that such information is true and correct in every respect and shall immediately notify the Bank if any information requires updating or correction.

7. Account Statements.

The Bank will issue Account statements, confirmations, or advices ("Account Statements") at the frequency and in the manner advised to the Customer from time to time. The Customer is responsible for ensuring that an Authorized Person promptly examines each Account Statement and any accompanying Items that are made available to it by the Bank, and reporting any irregularities to the Bank in writing, including any claim of unauthorized funds transfer activity. The Bank shall not be responsible for the Customer's reliance on balance, transaction or related information that is subsequently updated or corrected or for the accuracy or timeliness of information supplied by any third party to the Bank. Internet Account Statements or electronic Account Statements, if applicable, shall be deemed by the Customer and the Bank to be available to the Customer when the Account Statements are posted on the internet and the Bank sends an electronic mail notification of availability to the Customer, or when the Bank sends the electronic Account Statement to the Customer. For purposes of determining when an Item is sent to the Customer, an image of an Item or information identifying the Item (i.e. Item number, amount and date of payment) is a sufficient substitute for the actual Item.

8. Overdrafts.

8.1 Overdrafts. The Bank may debit an Account even if the debit may cause or increase an overdraft. Unless otherwise agreed in writing, any overdraft shall be immediately due and payable by the Customer to the Bank. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at a rate determined by the Bank, up to the maximum rate permitted by law at the time of the overdraft or at the specific rate agreed in writing between the Customer and the Bank. Subject to applicable law, interest shall accrue on any negative balance in an Account notwithstanding closure of the Account and/or termination of these Account Terms. If the Bank pays an Item that causes or increases an overdraft, the Bank may deduct applicable Fees and expenses from the Account without notice. Unless otherwise agreed in writing, the Bank is under no obligation to permit any overdraft or to continue to permit overdrafts after having permitted an overdraft, notwithstanding any prior action or course of dealing.

8.2 Order of Payment. When Items and other debits to the Account are presented to the Bank for payment on the same day and there are insufficient available funds in the Account to pay all of these transactions, the Bank may choose the order in which it pays transactions, including the largest transaction first or any other order determined by the Bank, in its sole discretion.

9. Set Off.

The Bank may at any time, without prejudice to any other rights which it may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of the Accounts of the Customer or may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards payment of any amount owing by the Customer to the Bank or any of its affiliates. The Bank shall be entitled to accelerate the maturity of any time deposit or fixed term deposit. For the purposes of this Section the Bank may effect currency conversions at such times or rates as it may think reasonable and may effect such transfers between any Accounts as it considers necessary. The Customer grants to the Bank a lien and security interest in any Accounts of the Customer at the Bank, in order to secure any and all obligations and liabilities of the Customer to the Bank or any of its affiliates.

10. Agents; Information.

10.1 Confidential Information. The Bank agrees to take customary and reasonable measures to maintain the confidentiality of Customer confidential information. The Customer authorizes the Bank and its affiliates to disclose Account opening documentation, information with respect to any Account or Service, any banking transaction, and the Customer itself, including Customer confidential information, in order to provide the services under the Account Terms, Account Documentation and Service Terms, for compliance with legal and regulatory requirements, and for the Bank's operational purposes, risk management and compliance with internal policies: (i) to unaffiliated third parties, including the transmission of information to other banks and clearing houses and through channels and networks operated by third parties, and to agents of the Bank, (ii) to a proposed assignee of the rights of the Bank; (iii) to branches and affiliates of the Bank; (iv) to the auditors, legal advisers and consultants of the Bank, its branches and affiliates; (v) to the auditors of the Customer; (vi) to the Bank's or its affiliates' or the

Customer's examiners or other regulators, including tax authorities, law enforcement agencies, courts of competent jurisdiction or other official bodies, anywhere in the world, and (vii) pursuant to subpoena or other court process, or to establish, exercise or defend the legal rights of the Bank and its affiliates.

10.2 Agents. The Bank may retain agents to perform data processing, collection and other services in connection with the Accounts and Services.

10.3 Offshoring. Subject to applicable laws, processing of Customer confidential information may be performed by any Bank affiliate, including affiliates, branches and units located in any country in which we conduct business or have a service provider. The Customer authorizes the Bank to transfer Customer Information to such affiliates, branches and units at such locations as the Bank deems appropriate.

10.4 Consents. The Customer represents and warrants that prior to submitting to the Bank information about natural persons related to the Customer (including Authorized Persons, users of the Bank's electronic access systems, officers and directors, employees, beneficial owners, customers or other personnel), the Customer shall have obtained such consents as may be required by applicable law or agreement, for the Bank to process and use the information for purposes of providing the Services.

11. Liability Limitation; Force Majeure.

11.1 Liability. The Bank, its agents, employees, officers and directors, shall not be liable for any damage, loss, expense or liability of any nature which the Customer may suffer or incur, except to the extent of direct losses or expenses resulting from the gross negligence or willful misconduct of the Bank, its agents, employees, officers or directors. The Bank, its agents, employees, officers and directors shall not, in any event, be liable for indirect, special, consequential or punitive loss or damage of any kind (including lost profits), whether or not foreseeable, even if the Bank, its agents, employees, officers or directors have been advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage is made in negligence, gross negligence, for breach of contract or otherwise; provided, however, that the foregoing shall not apply to the extent such loss or damage is caused by fraud on the part of the Bank, its agents, employees, officers or directors. Customer shall promptly provide the Bank with a notice of any claims it receives regarding a Service.

11.2 Force Majeure. Neither the Bank nor the Customer shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations resulting from an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or any cause beyond its reasonable control.

12. Indemnity.

The Customer agrees to indemnify and hold the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) (collectively, "Losses") resulting directly or indirectly from: (i) the Bank's acceptance or execution of any request, direction or transaction in connection with any Account or any Service provided to the Customer, including Items and Instructions (a) issued by an Authorized Person, (b) issued in accordance with the agreed upon security procedures or (c) on which the Bank is otherwise permitted to rely; or (ii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer's behalf, or for which the Bank has no responsibility under the Account Terms. Notwithstanding the foregoing, the Bank shall not be indemnified for any Losses to the extent resulting directly from its own gross negligence, willful misconduct or fraud.

13. Notices.

All Account Statements and notices may be sent to the Customer by ordinary mail, courier, facsimile transmission, electronic transmission (including SWIFT communication and emails), through internet sites, or by such other means as the Customer and the Bank may agree upon from time to time, at the address of the Customer provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank officer or service representative managing the Account or to any other address notified by the Bank to the Customer in writing from time to time, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the Customer and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

14. Termination.

Unless otherwise agreed, either the Bank or the Customer may close an Account or terminate a Service by giving the other party not less than thirty (30) calendar days' prior written notice of intent to close or terminate. Notwithstanding the foregoing, either party may terminate an Account or a Service upon written notice to the other party in the event of: (i) a breach of the Account Terms, Account Documentation or Service Terms by the other party; (ii) the other party's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction, or a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; (iii) a determination by the terminating party, in its sole opinion, that termination is necessary or required by applicable law, or as a result of a court or regulatory agency order or proceeding; or (iv) a good faith belief by the terminating party that the other party is engaged in activities that are inconsistent with the terminating party's policies. The Bank shall have a reasonable opportunity to act upon any termination request. The Bank shall not be precluded from completing a request or Instruction received by it prior to a termination request based on receipt of such termination request. Notwithstanding anything to the contrary in any Service Terms, upon the closing of an Account, all Services linked to such Account are simultaneously terminated (unless otherwise specifically agreed



to by the parties) and the Bank's obligations in respect of such Account or Services will terminate. However, any such closing or termination shall not affect the Customer's liabilities to the Bank arising prior to, or on, such closing or termination, all of which shall continue in full force and effect. In the absence of Instructions from the Customer, the Bank may transfer balances to an unclaimed moneys account, or issue a cashier's check, sending it to the address of the Customer provided to the Bank.

15. Account Disclosures.

15.1 **Rejection of Funds.** The Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding Items to be dishonored and returned, or payment orders to be rejected. Refused deposits will be returned to the Customer.

15.2 **Withdrawal.** The Bank may refuse to allow withdrawals from any Account in certain cases, including cases where: (i) there is a dispute about the Account, including any dispute over which persons are authorized to represent or act for the Customer (unless a court or other competent authority has ordered the Bank to allow the withdrawal); provided that the Bank is not required to determine whether a dispute has merit in order to refuse to allow withdrawal of funds; (ii) a legal garnishment or attachment is served, including a levy, restraining notice, court order, or order of a judicial authority or enforcement agency; (iii) the Account is being used as collateral to secure a debt; (iv) documentation related to the Account has not been presented; or (v) the Customer fails to pay its indebtedness to the Bank or its affiliates on time.

15.3 **Payable Branch; Deposits Outside of the U.S.** Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any applicable law, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries, agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

15.4 **Commissions and Rebates.** In connection with the provision of any Service by the Bank to the Customer, the Bank may from time to time receive commission, rebate or similar payments from other banks or third parties.

16. Governing Law.

16.1 **Governing Law.** The Account Terms, the relevant Account Documentation and the rights and obligations of the Customer and the Bank in respect of each Account shall be governed by and construed in accordance with the laws of the country in which the branch holding the relevant Account is located.

16.2 **Waiver of Jury Trial; Limitation of Claims.** The Customer and the Bank hereby irrevocably waive all right to, and will not seek, trial by jury in any action, proceeding or counterclaim, of whatever type or nature, arising out of these Account Terms, the Account Documentation or the relationship established hereby. Any claim in connection with any Account or Service, unless a shorter period of time is expressly provided, must be brought against the Bank within two (2) years of the occurrence of the event giving rise to the claim, except as prohibited by applicable law.

16.3 **Venue.** In relation to each Account, the courts of the country or state in which the branch of the Bank at which the Account is held shall have exclusive jurisdiction to settle any disputes that arise out of or are connected with the Account Terms, the Account Documentation and/or the Account and the Customer agrees to submit to the jurisdiction of such courts. This section is for the benefit of the Bank only and does not prevent the Bank from taking proceedings in the courts of any other country or state with jurisdiction including, to the extent allowed by law, concurrently in any number of countries or states.

17. Miscellaneous.

17.1 **Languages.** If the Account Terms, Account Documentation or Service Terms are translated into, or appear in a language other than English, the English language version shall control.

17.2 **Successors.** The term Bank shall include any successors of the Bank, including assignees or successors of JPMorgan Chase Bank, N.A. or its affiliates or any person who has assumed the rights and obligations of the Bank or its affiliates hereunder or to which the same has been transferred.

17.3 **Order of Precedence.** Any terms of any supplement, amendment, agreement, Service Terms or notice that are inconsistent with a provision of the Account Terms or the Account Documentation shall supersede such provision of the Account Terms or the Account Documentation for purposes of the particular Account or Service that is the subject thereof. The Account Terms and Account Documentation supersede and replace any other account conditions previously sent to the Customer.

17.4 **Interpretation.** Section and subsection headings are for convenience only and shall not affect the meaning of the Account Terms. If any provision of the Account Terms shall be held to be illegal, invalid, or unenforceable the validity of the remaining portions of the Account Terms shall not be affected. The term "including" shall in all cases mean "including without limitation" unless otherwise indicated. The term "affiliates" shall mean with respect to any entity, an entity, whether directly or indirectly, that controls, is controlled by, or is under common control with that

entity. The term “applicable laws” or similar terms shall mean any law, statute, order, decree, rule, injunction, license, consent, approval, agreement, guideline, circular or regulation of a government authority.

17.5 Compliance; Transaction Screening. The Customer shall comply with all applicable laws and the Bank’s policies notified to the Customer. The Bank is required to act in accordance with Bank policies, the laws of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. The Bank is not obligated to execute payment orders or effect any other transaction where a party to the transaction is a person or entity with whom the Bank is prohibited from doing business by any law applicable to the Bank, or in any case where compliance would, in the Bank’s opinion, conflict with applicable law or banking practice or its own policies and procedures. Where the Bank does not execute a payment order or effect a transaction for such reasons, the Bank may take any action required by any law applicable to the Bank including freezing or blocking funds. Transaction screening may result in delays in the posting of transactions and/or funds availability. The Bank may direct the Customer to make changes to the activity in the Customer’s Accounts, including to cease and desist from using the Accounts for particular types of transactions or for transactions involving particular parties from time to time. The Customer agrees to comply with such directions.

17.6 Amendments; Supplements; Waivers. The Account Terms may be amended or supplemented on notice to the Customer, including by terms contained in any Service Terms or Account Documentation. The Service Terms may be amended or supplemented on notice to the Customer. These amendments or supplements may impose restrictions on the Accounts and Services, as the Bank deems necessary in the course of its business, and will be effective on notice to the Customer or at such other time to be specified in the notice; provided that amendments or supplements that are required by law may be implemented immediately or as required by law. By signing an Account signature card, Account application or similar document or by using or continuing to use any of the Accounts or Services, the Customer agrees to the Account Terms, the Account Documentation, Service Terms and any amendments or supplements, as applicable. All amendments must be in writing.

The Bank may waive any of provision of these Account Terms, the Account Documentation or the Service Terms, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Account Terms, the Account Documentation or the Service Terms. Any such waiver shall not affect the Bank’s right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of the Account Terms, the Account Documentation or the Service Terms.

17.7 Waiver of Immunity. To the extent that the Customer has or hereafter may acquire any immunity (including sovereign, crown or similar immunity) from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), the Customer irrevocably waives and agrees not to claim such immunity as against the Bank or its affiliates.

17.8 Internet Services; Notice of Claims. The Customer agrees at its sole expense: (i) to advise each of its employees, officers, agents or other persons accessing any Service by or on behalf of Customer (“Users”) of their obligations under the Account Terms, Account Documentation or under any Service Terms or ancillary Service material, including the obligation to refrain from using the Service via the Internet in the countries identified by the Bank; and (ii) to provide the Bank with all information reasonably necessary to setup and provide Services for the Customer, including advising the Bank of the countries from which Users will access any Service via the Internet.

17.9 Recordings. The Bank or the Customer, at its sole discretion, may make and retain recordings of telephone conversations between the Customer and the Bank.

17.10 Instructions. All Instructions, whether Items, payment orders or otherwise, are subject to applicable laws, and rules, policies, operations and practices of the applicable clearing or settlement systems or payment networks.

17.11 Electronic Copies. The Bank may retain copies (paper, electronic or otherwise) of any documents or Items relating to the Accounts and Services in a form preserving an image of any such documents or Items, including signatures, or a regular business record and discard the original documents or Items. The Customer hereby waives any objection to the use of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including objections arising from the Bank’s role or acquiescence in the destruction of the originals.

17.12 Intellectual Property. All intellectual property rights in or relating to a Service, including any trademarks, service marks, logos, and trade names used in conjunction with a Service are the property of the Bank or its licensors and are protected by applicable copyright, patent, trademark and other intellectual property law. Except as provided herein, the Customer shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service, without the prior written consent of the Bank.

17.13 Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for the Customer: when the Customer opens an Account, the Bank may ask for the Customer’s name, address, date of birth (for individuals), and/or other information and documents that will allow the Bank to identify the Customer. The Bank may also request and obtain certain information from third parties regarding the Customer. For purposes of this provision, the Customer, to the extent required by applicable law, shall include any signatory on an Account. If the Customer fails to provide or consent to the provision of any such information, the Bank may close any Account or discontinue providing any Service without further notice.



Information. To fulfill the Bank's "know your customer" responsibilities, the Bank will request information from the Customer from time to time regarding the Customer's organization, business and, to the extent applicable, persons or entities maintaining bank accounts with the Customer. The Bank may also request further information and/or documentation in connection with the provision of the Services. Any information and/or documentation furnished by the Customer is the sole responsibility of the Customer and the Bank is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). The Customer represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise the Bank promptly of any changes and, except as prohibited by applicable law, the Customer agrees to provide complete responses to the Bank's requests within the timeframes specified. Unless prohibited by applicable law, the Customer agrees to promptly disclose to the Bank activity in the Customer's Accounts that is suspicious or violates applicable laws or sanctions.

17.14 Click-Thru. The Bank may deliver, make available and/or make accessible terms and conditions applicable to Accounts and Services to the Customer via electronic means and channels (including by posting such terms on a Bank website). The Bank may request that the Customer "click" its approval of such terms. Subject to applicable law, the Customer agrees that the act of "clicking" its approval (or any similar act which has the same effect) with respect to any such terms will be evidence of Customer's acceptance of the applicable terms and conditions, to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such terms and conditions.

18. Interpleader.

If there is a dispute regarding the ownership of or entitlement to funds held by the Bank for the account of the Customer, the Bank may apply to an appropriate court for resolution of the dispute and may pay the funds into the court pending resolution. The Customer agrees to reimburse the Bank for any related expenses, including its attorneys' fees and costs.

19. Provisional Recredit.

In connection with any dispute regarding an Account, the Bank may choose to credit the Account pending completion of the Bank's investigation of the dispute. If the Bank determines that the Customer is not entitled to such credit, then, the Bank may reverse the provisional recredit to the Account, even if that reversal results in an overdraft.

Exhibit "B"

ADDENDUM TO GLOBAL ACCOUNT TERMS | United States of America V1.5_02_19_16

This addendum ("Addendum") supplements the Bank's Account Terms and applies solely to Accounts maintained in the United States of America ("U.S.") and to Services provided in connection with such U.S. Accounts, regardless of the location where Services are executed or performed. Capitalized terms used in the Addendum, and not otherwise defined, have the meanings set forth in the Global Account Terms (as defined below). By using any Account maintained in the U.S., the Customer acknowledges receipt of, and agrees to be bound by the Account Terms and this Addendum, each as may be amended or supplemented from time to time. For purposes of this Addendum, references to the "Global Account Terms" means the Account Terms excluding any account addenda for each other country in which the Accounts are held.

The INTRODUCTION to the Global Account Terms is hereby supplemented with the following provision:

The Bank performs Account functions and Service activities in various locations, by various methods including electronic or automated means, and through various interbank and third party collection, payment and data arrangements, including those provided by the U.S. Federal Reserve Bank System, check truncation and image exchange systems, and collection/payment clearinghouses. These functions, services, arrangements and systems are subject to laws, federal regulations, banking system practices and procedures, operating circulars, interbank agreements, and clearinghouse and association rules (collectively, "Rules & Regulations") and the Uniform Commercial Code Official Text and Comments applicable to funds transfers and the bank deposit, collection or payment of negotiable instruments and other items (such text and comments, excluding the choice of law rules, the "UCC").

Section 3 of the Global Account Terms (Deposits) is hereby supplemented with the following provisions:

3.4 Verification; Adjustments. The Bank may provide or make available upon request a receipt or similar document for certain deposits to the Customer's Account. However, the amount on such receipt or similar document is based solely on the deposit ticket. Credits for all deposits (whether or not accompanied by a deposit ticket), including bulk deposits, are subject to verification. Items deposited into an Account, handled for collection or exchanged for currency are received by the Bank as the Customer's collection agent, and are for collection only, subject to the Bank's collection of final payment thereon. The Bank reserves the right to make adjustments to the Account for any errors, including any errors appearing on the deposit ticket or occurring during processing or otherwise, but the Bank has no obligation to do so for *de minimis* discrepancies.

3.5 Foreign Currency Items. The Bank may handle Items drawn on a non-U.S. bank or Items payable in a foreign currency on a collection basis, not for deposit, even if the Bank has received the Items as part of a deposit. The Customer may not receive provisional credit for such Items, or if provisional credit has been given the Bank may revoke it. Credit for Items payable in a foreign currency will be converted into U.S. dollars at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion.

3.6 Endorsements. The Customer must place its endorsement on the back of an Item only in the area within 1.5 inches from the trailing edge of the Item. The trailing edge of the Item is defined as the left-hand edge of the check looking at it from the front. If the Customer is authorized in writing to endorse Items on the Bank's behalf, the Customer agrees to comply with the endorsement standards of the Bank.

3.7 Encoding. If the Customer encodes information on an Item, the Customer warrants to the Bank and to all other collecting and paying banks of that Item that it is properly encoded and the Customer will be liable for any loss related to any encoding error, including any loss due to delay in processing caused by the encoding error.

3.8 Return or Charge Back. The Customer should not use carrier documents (Items placed inside envelopes) in either high-speed forward or return cash letters. The Customer shall be solely responsible for any delays, losses or claims resulting from its use of carrier documents in high-speed forward or return cash letters. If the payor bank, drawer or payee on any Item that was deposited to Customer's Account returns the Item to the Bank, or makes a claim based on an asserted unauthorized signature or endorsement or an asserted alteration, the Bank may accept that return or pay that claim and charge any Customer Account for all or any part of the amount of the Item, even if the claim is made after final payment of the Item. If the Customer deposits or cashes an Item drawn on or by the Bank and the Item or any endorsement is asserted to be forged, unauthorized or altered, the Bank may charge back all or any part of the amount of the Item, even if the charge back is made after the final payment of the Item, or creates an Account overdraft.

3.9 Electronic Collection. The Customer agrees that the Bank may collect any Item deposited to Customer's Account by electronic means, in which case the Bank has no duty to inspect such Item during the automated deposit and collection process.

3.10 Variance. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and to vary applicable deadlines, to the maximum extent permitted by applicable Rules & Regulations, state law or banking practice.

3.11 Substitute Checks. The Customer will not deposit any substitute checks (that are not returned Items) unless the Bank expressly agrees to accept such Items for deposit. In the event the Bank processes any substitute check deposits in the absence of such express agreement, the Customer agrees that such processing shall not be deemed to be the Bank's agreement to accept any substitute checks for deposit and Customer will be solely responsible for any loss or claim in connection with that deposit.

Exhibit "B"

3.12 Night Depository Deposits. The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a deposit ticket or other receipt acknowledging the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss incurred from the disappearance, theft, or loss of any envelope, bag, or money before the Bank verifies the contents of the deposit.

3.13 Remotely Created Checks. If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from any breach of the foregoing warranty. All other Account and Service Terms governing an Item will apply to an RCC.

3.14 ATM Cards. The Bank may issue one or more automated teller machine ("ATM") cards ("Cards") and personally identifiable numbers ("PINs") to Customer's employees or agents for use in initiating certain Account transactions at Bank owned ATMs. Unless otherwise agreed by Bank, Customer agrees to use and cause its employees and agents to use the Cards only at ATMs owned by the Bank and Customer shall be responsible for each Card and liable for any transactions and related fees initiated or charged upon using such Card. The Customer agrees that the types of transactions offered through the use of any Card may be limited by the Bank, in its sole discretion. The Bank has the right to cancel any Card at any time and for any reason, and will notify Customer of such cancellation. All ATM transactions are subject to verification. Any deposit transaction through an ATM that is not made on a business day or made after the Bank's designated cut-off time will be processed on the Bank's next business day. The Customer agrees to obtain possession and return to the Bank or destroy all cancelled Cards. If the Customer believes a Card or PIN has been lost or stolen, the Customer shall immediately contact the Bank's ATM call center.

3.15 Internet Gambling. The Bank strictly prohibits the use of any Account or Card to conduct transactions (including the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section Part 233, Section 233.2(bb). The Customer agrees not to conduct any transactions through the Account that directly or indirectly involve or are related to unlawful Internet gambling, including the acceptance or receipt of any funds or deposits in connection therewith.

Section 4 of the Global Account Terms (Payment of Items) is hereby supplemented with the following provisions:

4.5 Cashing Items. The Bank may, in its discretion, cash Items drawn on an Account when presented by the holder. If a payee who is not a deposit customer of the Bank presents an Item drawn on the Account for cash, the Bank may refuse to cash the Item, or may charge the payee a fee if the Bank does cash the Item.

4.6 Signatures. Requirements for two or more signatures on Items drawn on the Account or limits on the amount for which any an Item can be drawn are solely for the Customer's own internal control purposes and the Bank will not be liable for paying any Item (i) lacking the required number of signatures, or (ii) drawn in an amount exceeding the maximum limit assigned to the signer, provided the Bank followed its customary procedures when paying the Items.

4.7 Fraudulent Items. The Bank offers the Customer Services reasonably designed to detect and/or deter check fraud and reduce the likelihood that a fraudulent, unauthorized, counterfeit or altered Item will be paid. Customer agrees that if it fails to use such Services, that failure will constitute Customer negligence contributing to the making of an unauthorized signature or payment of an altered Item, and the Customer will assume the risk that Items presented for payment against its Account may be forged or altered. In that event, Customer will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent Items that such Service was designed to detect or deter, and the Bank shall not be required to re-credit Customer's Account or otherwise have any liability for paying such Items to the extent the Service would likely have prevented such loss. In the event the Bank receives or is presented with Items which appear to be duplicates of each other, the Bank may return one or more of such Items.

4.8 Obscured Endorsements. The Customer assumes all responsibility and liability for any claims or losses that the Customer or the Bank may suffer as a result of the Customer's: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscures endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements; and which thereby causes a delay in the forward and/or return processing of the Item. The Bank retains the right to refuse to accept an Item for deposit if the back of the Item is obscured.

4.9 Negotiation Outside of U.S. If an Item issued by the Customer is transferred or negotiated outside of the U.S. and is subsequently sent to the Bank for deposit, collection or payment in the U.S., the Customer shall be deemed to make, to the Bank, the transfer and presentment warranties under the UCC, as if such Item were negotiated or otherwise transferred in the U.S.

4.10 Stop Payments. A stop payment Instruction from the Customer will be effective on an Item if: (i) the Bank receives the stop payment Instruction with a reasonable opportunity to act on such Instruction, which shall be at least one (1) full Business Day following the Business Day of the Bank's confirmed receipt of the Instructions at the applicable Bank location; (ii) the Instruction is in the form required by the Bank and the information is complete; and (iii) the Item is not yet paid or cashed. For purposes of this Section, "Business Day" means a day on which the Bank is generally open for business in the jurisdiction where the Account is maintained. Stop payment Instructions on Items, unless otherwise provided, will be valid for one (1) year and will automatically renew up to six (6) additional years unless the Bank confirms receipt of the Customer's revocation of a stop payment Instruction. The Customer may request, through the Bank's call center or other authorized

representative, a non-renewable stop payment, which will be effective for a 180-day period. The Bank shall not be liable for any Item properly paid or cashed prior to the effective time of a stop payment request. The Bank may properly return any item which is the subject of a stop payment request. However, the Customer acknowledges that a stop payment instruction does not limit or vary its obligation to pay the subject Item and, notwithstanding a stop payment instruction, the Bank may properly pay such an item to a person entitled to enforce it.

4.11 Standard of Care. Any Item issued by the Customer drawn on its Account shall be deemed to be endorsed in the name of the payee if: the Item is endorsed or deposited into an account in a name that is substantially similar to that of the payee; the payee is a fictitious person; the Customer was wrongfully or erroneously induced to issue the Item payable to the stated payee; the deposit of the item was accomplished by an employee entrusted with responsibility for the Item or person working in concert with such an employee; or the Customer or payee failed to act with ordinary care with respect to the Item. The Bank shall not be liable for any loss arising from any such endorsed or deposited Item, or for the loss caused by the alteration or unauthorized signature on any Item issued by the Customer, unless the Customer establishes that the Bank failed to handle the Item with ordinary care, and that such failure substantially contributed to the loss. If the Bank's failure to act with ordinary care substantially contributed to the loss on the item, the loss shall be allocated between the Customer and the Bank based upon their respective failure to exercise ordinary care which contributed to the loss. For purposes of this section, "employee" shall include Customer and its independent contractors and third parties, and their respective employees, delivery agents, officers, directors, attorneys, fiduciaries, administrators, service providers, and other agents.

4.12 Electronic Processing. The Bank may process any Item for payment from a Customer Account by electronic means, in which case, the Bank's exercise of ordinary care in payment of that item does not obligate the Bank to inspect the Item during the automated payment process.

Section 5 of the Global Account Terms (Funds Transfer Instructions) is hereby supplemented with the following provision:

5.6 Funds Transfer by Check. If the Customer, through the Bank's funds transfer services, requests that payment be made by check, the Customer authorizes the Bank to debit the Customer's Account on receipt of the Instruction and to create and issue a check to the name and address provided in the Instruction, signed by the Bank as agent for the Customer as drawer. If the Customer requests the Bank to place a stop payment on the check before the check has been presented for payment, such request must be clearly identified as a stop payment request, including the reference number given for the transaction, and it must be received by the Bank at a time and in a manner designated by the Bank from time to time. If the check is not negotiated within one hundred eighty (180) days after issuance, the Bank may place a stop payment on the check and transfer the funds back to the Account.

5.7 ACH. Automated Clearing House ("ACH") entries will be subject to the rules of the National Automated Clearing House Association and any other applicable Rules & Regulations, to which the Customer agrees to be bound. Credit given by the Bank to the Customer for an ACH credit entry shall be provisional, until the Bank receives final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to an Account.

5.8 Same Day Amend and Cancel. The Customer may subscribe to a service to enable same day amendment and cancellation of payment orders. All cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.

5.9 Priority/Timed. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" in such field as the Bank specifies, the Bank will use reasonable efforts to move such payment order in advance of the Customer's standard payment orders. If the Customer's payment order bears the codeword "TIMED" in such field as the Bank specifies, the Bank will endeavor, but will have no obligation, to process the payment order by the time requested by the Customer within the payment order. For "TIMED" payment orders, funds in the Customer's Account are reserved by the Bank on the payment value date until processed. For the avoidance of doubt, all payment orders are subject to the Bank's acceptance, and the Bank will have no liability for failure to process payments by the time requested by the Customer.

Section 7 of the Global Account Terms (Account Statements) is hereby supplemented with the following provisions:

7.2 Images Sufficient. The Customer acknowledges that Account Statements and images of paid Items are available to it and are sufficient to allow it to make all inspections and reports of Account activity including errors, as required in this Section. The Bank is not required to return paid or cancelled Items with the Account Statement.

7.3 Obligation to Inspect. The Customer shall inspect each Account Statement and all payments and charges reported thereon, promptly upon receipt. The Customer must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the date of the Account Statement on which that item was reported to have been paid. The Customer must notify the Bank in writing, within a reasonable period of time not to exceed 60 calendar days of the date of an Account Statement, of (i) the failure to receive the Account Statement, or (ii) of any errors, unauthorized payments, charges, alterations, discrepancies or irregularities reported on the Account Statement ("Errors"). The Customer must provide the Bank with all information necessary for the Bank to investigate any claim based upon an endorsement or Error, and must provide all supporting evidence that the Bank requests. Failure to comply within the time frames set forth above shall be deemed conclusive proof that the Customer failed to exercise reasonable care and promptness in examining Account Statements and paid Items or identifying Errors and that such failure may cause subsequent loss to the Bank. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer's claimed loss and the

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Customer shall be barred from bringing any action against the Bank.

7.4 Inactive Accounts. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of at least six (6) months, the Bank is not required to provide an Account statement until the Account has additional activity. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of at least twelve (12) months, the Customer may be unable to access the Account until appropriate contact is made between the Customer and the Bank.

7.5 Advice Services. The Customer may subscribe to Bank services for the delivery of account-related activity and information ("Advices"), to a party designated by the Customer, including information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT, electronic mail, facsimile transmission, ordinary mail, phone, through internet sites, or as otherwise agreed upon by the parties. The Customer is responsible for maintaining the accuracy of the information that is required to deliver such Advices, including the address, telephone and/or facsimile number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.

Section 15 of the Global Account Terms (Account Disclosures) is hereby supplemented with the following provisions:

15.5 Withdrawal Limitations on Certain Account Types. U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a savings sub-account (as described below) and a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days notice prior to a withdrawal from a savings account (including a savings sub-account) or an interest-bearing negotiable order of withdrawal account ("NOW Account").

15.6 NOW Accounts. The Customer, if eligible, may open a NOW Account. There is no limit on the number of withdrawals that the Customer may make from the demand deposit or NOW sub-account.

15.7 Administrative Subaccounts. The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.

15.8 Savings Subaccounts. The Bank will establish a target balance for the Customer's demand deposit or NOW sub-account, which it may change at any time. To the extent funds in the demand deposit or NOW sub-account exceed the target balance, the excess will be transferred to the Customer's savings sub-account, unless the maximum number of transfers from the savings sub-account for that calendar month or statement cycle have already occurred. If withdrawals from the demand deposit or NOW sub-account exceeds the available balance in the demand deposit or NOW sub-account, funds from the Customer's savings sub-account will be transferred to the demand deposit or NOW sub-account up to the entire balance of available funds in the savings sub-account to cover the shortfall and to replenish any target balance that the Bank has established for the demand deposit or NOW sub-account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the Customer's savings sub-account, and such funds will remain in the demand deposit or NOW sub-account for the remainder of the calendar month or statement cycle.

15.9 Branch Designation. The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.

15.10 No Fiduciary Relationship. Bank's relationship with Customer concerning the Accounts is that of a debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.

Section 16 of the Global Account Terms (Governing Law) is hereby supplemented with the following provisions:

16.1 **Section 16.1 is replaced with the following provision:** Subject to the UCC as modified by the Rules & Regulations, which shall control, and unless otherwise specifically provided in any Service Terms, the Global Account Terms, the Account Documentation, Service Terms and the rights and obligations of the Customer and the Bank in respect of each Account maintained in the U.S. shall be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules), incorporating general commercial bank practices applicable to the type of Account and Services provided to the Customer. The rights and remedies of the Bank under this Addendum, the Account Terms, the Account Documentation, the Service Terms, and any other agreement by the Customer in favor of the Bank are in addition to the rights and remedies of the Bank under applicable law (as provided above in this Section), are cumulative and may be exercised successively or concurrently, and are retained by the Bank.

16.4 In the event the Bank is required to remit funds to any state as abandoned property, the Account may be charged for fees in remitting funds to that state. In addition, the Bank may charge fees in connection with its handling of dormant funds and accounts. These charges are not

refundable.

Section 17 of the Global Account Terms (Miscellaneous) is hereby supplemented with the following provision:

17.15 Payable Through Accounts. If the Customer is a bank or financial institution and is not organized under the laws of the U.S., it shall not permit its customers to conduct banking transactions in the U.S. through the Customer's Account, and shall not provide its customers with check stock, drafts, wire transfer capabilities or any other means by which its customers are able to draw on the Customer's Account. These types of arrangements are typically called "payable through accounts" and are prohibited under these Account Terms. The Customer acknowledges that the sale of U.S. dollar checks or drafts to third parties is explicitly prohibited without the express written approval of the Bank.

AVAILABILITY POLICY - FOR ACCOUNTS MAINTAINED IN THE U.S.

The Bank's policy is to make funds available to the Customer on the same, next or second business day after the day of deposit depending on the type of deposit and when the deposit is made as described below. If the Customer will need the funds from a deposit immediately, the Customer should ask the Bank when the funds will be available.

A. Determining the Day of a Deposit. If a deposit is made to an account on a business day before the Bank's cutoff time established for that location (which will be no earlier than 2 p.m. local time), then the Bank will consider that day to be the day of deposit. However, if a deposit is made after the cutoff time or on a day that is not a business day, then the Bank will consider the deposit to have been made no later than the next business day. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Availability with respect to any deposit will be determined by the location of the banking center or other facility where the deposit was received. For deposits made at the Bank's automated teller machines (ATMs) the cutoff time is 11 p.m. Eastern Time unless otherwise noted on the ATM screen.

B. Same Day Availability. Funds from the following deposits made at a banking center or at an ATM that do not require deposit envelopes will be available on the business day the Bank determines the deposit is made:

- Cash;
- Wire transfers; and
- Electronic direct deposits to an account.

C. Next Day Availability. Funds from the following deposits are available on the first business day after the business day the Bank determines the deposit is made:

- U.S. Treasury checks that are payable to the Customer;
- Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
- At least, the first $200 from a day's total deposits.

If the deposit is made in person to a Bank employee, funds from the following deposits are also available on the first business day after the business day the Bank determines the deposit is made:

- State and local government checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center is used;
- Cashier's, certified, and teller's checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center, is used; and
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to the Customer.

If a special deposit slip is not used, availability of funds from these deposits will follow the schedule identified in the Availability of Other Check Deposits section below.

D. Availability of Other Check Deposits. Generally, funds from all other deposits of checks drawn on banks (as defined in Federal Reserve Regulation CC) will be available no later than the second business day after the day of deposit. Checks that require special handling may receive delayed availability. The amount of funds available to the Customer will be reduced by the amount of any deposited check that is returned unpaid. If the Bank reprocesses the check, the funds will become available no later than the second business day after the business day in which the check is reprocessed.

E. Longer Delays May Apply. In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first $200 of the aggregate deposit will be available on the first business day after the day of deposit.

If the Bank is not going to make all of the funds from a deposit available at the times shown above, it will notify the Customer and specify when the funds will be available. If a deposit is not made directly to a Bank employee, or if the Bank decides to take this action after the Customer has left the premises, the Bank will mail or otherwise send the notice to the Customer by the business day after the day of deposit.
Funds deposited by check may be delayed for a longer period under the following circumstances:

- The Bank believes a deposited check will not be paid;

Exhibit "B"

- Deposited checks for all of the Customer's accounts total more than $5,000 in any one day;
- The Customer redeposited a check that has been returned unpaid;
- The Customer has overdrawn one or more of its accounts repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

In such circumstances, funds will generally be available no later than the seventh business day after the day of deposit. Inclement weather or transportation problems may lead to additional delays under certain availability schedules. Customer may have specific availability schedules related to a banking service.

F. Special Rules for New Accounts. If the account is a new account, the following special rules may apply during the first thirty days the account is open:

- Funds from deposits of the first $5,000 of that day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to the Customer. The excess over $5,000 will be available no later than the ninth business day after the day of deposit. If the deposit of checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first $5,000 may not be made available until the second business day after the day of deposit; and

- Funds from all other check deposits will be made available no later than the fifteen business day after the day of deposit.

This Availability Policy and availability schedules may be changed without notice.

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EXHIBIT "C"

FEDERAL RESERVE FINANCIAL SERVICES
FRBservices.org

Federal Reserve Bank Joint Custody Service via FedMail® Request Form

PLEASE TYPE FORM, PRINT, & SUBMIT (handwritten forms may delay processing)

Internal FR
(Upon receipt by the Federal Reserve Bank)

Federal Reserve Bank Use Only
Due Diligence Verified:_____
Initials:_____
Date:_____

Use of the FedMail® access solution is governed by Federal Reserve Bank Operating Circular 5, Electronic Access ("OC 5"). Depending on the services you choose to access using FedMail, additional Operating Circulars (available at FRBservices.org) may govern. Submission of this form constitutes acceptance of the terms and conditions of OC 5 and other applicable Operating Circulars and agreements. The Federal Reserve Banks have no obligation to verify the accuracy of the information you provide below and have the right to rely on such information in connection with the provision of FedMail access to the services you are requesting. Except to the extent prohibited by law or regulation, you agree to indemnify, hold harmless and defend the Federal Reserve Banks against any claim, loss, liability, or expense made against or incurred by the Federal Reserve Banks in connection with their reliance on the information provided below.

Section 1 – General

*** Required Fields**

State or Local Government Institution Name *		
Telephone *	*Phone*	*Extension*
Joint Custody Account Number(s) *	*Provide the 4-digit alpha-numeric account number(s) below that are listed as "institution ID" on your statement. This form may be used for multiple account numbers being delivered to the same addresses, with a maximum of four account numbers.*	
Account #1		
Account #2		
Account #3		
Account #4		

Section 2 – Service Profile

Instructions

1. Use this section to "Add" or "Delete" services or delivery addresses.
2. For email delivery, please provide more than one email address.
3. Complete an additional form to sign up more than three delivery addresses for a service.
4. To change a delivery address, "Delete" the current delivery address and "Add" the new delivery address.
5. Delete all recipients by marking "**All**" in the delete column.
6. **If updates are required to your current Joint Custody pledgee agreement, please call 800-327-0147 and select option 4.**

Joint Custody Service (JCCR)

Add	Delete ☐ All	Email	Fax	Email Address or Fax Number
☐	☐	☐	☐	
☐	☐	☐	☐	
☐	☐	☐	☐	

Federal Reserve Bank Joint Custody Service via FedMail® Request Form

Section 3 – Service Description

Service	Description
Joint Custody Service (JCCR)	Provides the ability to receive **Joint Custody Daily Activity Statements** and monthly **Securities Holdings Reports** electronically. The email is sent in text format; the statements and reports are sent as attachments, which may be viewed with a text editor, spreadsheet or word processing software.

Section 4 – Authorized Approval

Name *	*First*	*Middle Initial*	*Last*
Signature * *The person signing this form must be listed on your current pledgee agreement on file with the Federal Reserve Bank as authorized to act for your account.*			
Date *			
Telephone *	*Phone*		*Extension*

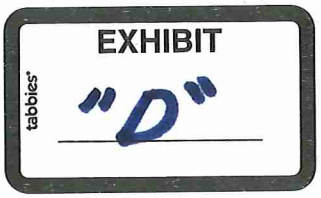
Please submit this form to the Customer Contact Center at:

Email: ccc.coordinators@kc.frb.org

Fax: 800-660-7856

Mail:
Customer Contact Center
Federal Reserve Bank of Kansas City
P.O. Box 219416
Kansas City, MO 64121-9416

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Pledgee Agreement Form

To: Federal Reserve Bank of Boston
PO Box 55882
Boston, MA 02205
Attn: Joint Custody

Tel: 800-327-0147, #1
Fax: 877-973-8972

Date:_____

We, the _____ agree to the terms of **Appendix C** of your ***Operating Circular 7***, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated _____. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

☐ NO (Instructions required for each withdrawal)

☐ YES (Standing approval)

provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See ***Operating Circular 7, Appendix C, Section 4.3.)***

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

☐ Three-party call-back

☐ Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: _____ Print Name: _____ Title: _____

Fax: _____ Signature: _____ Date: _____

Telephone: _____ Print Name: _____ Title: _____

Fax: _____ Signature: _____ Date: _____

Telephone: _____ Print Name: _____ Title: _____

Fax: _____ Signature: _____ Date: _____

Exhibit "E"

SOLICITATION OVERVIEW

The City of Round Rock, Texas is soliciting applications for:

TITLE: **Primary Depository Bank Services**
RFA No. 17-002

Due Date: **3:00 P.M. CST Monday, December 19, 2016**

Location: **City of Round Rock, Purchasing Department**
City Hall, Reception Desk, First Floor
Mr. Mike Schurwon, Purchaser
221 E. Main Street
Round Rock, Texas 78664

Public Opening of Applications:

There will be a public opening of applications in the Purchasing Department immediately following the submission due time/date. Only the names of applicants will be read aloud. Interested parties are invited to attend.

***Submit written questions to*:** **Mr. Mike Schurwon, Purchaser, at**
mschurwon@roundrocktexas.gov

Questions may be submitted in writing through 3:00 P.M. Wednesday, November 30, 2016. No verbal questions will be accepted. Questions of a substantial nature will be addressed in a response to all interested parties.

Valley View Consulting, L.L.C. is assisting the City with the preparation of this RFA and the evaluation of applications received.

Exhibit "E"

REQUEST FOR APPLICATIONS
PRIMARY DEPOSITORY BANK SERVICES

The City of Round Rock, Texas (the "City") is soliciting sealed applications from qualified banking institutions to provide primary Depository Bank services. The term shall commence June 1, 2017 and end May 31, 2022. Sealed applications will be accepted until 3:00 P.M. CST on Monday, December 19, 2016 at the City of Round Rock City Hall, Reception Desk, First Floor, 221 E. Main Street, Round Rock, Texas 78664. Application envelopes shall be sealed and designate on the front lower, left hand corner the following:

"DO NOT OPEN – RFA No. 17-002 – Primary Depository Bank Services"

Note: Applications received after 3:00 P.M. CST, Monday, December 19, 2016, shall be considered void and filed unopened.

The sealed application submission shall include the following:

1. One original (so marked) and four (4) complete bound copies of the application;
2. One complete copy of the application response as a PDF file on a Flash Drive;
3. The MS-Excel Bank Service Fee Schedule on a Flash Drive.

Any applications received after the time and date stated above, regardless of delivery, will not be considered and will be filed unopened. Questions concerning this RFA should be directed in writing to Mr. Mike Schurwon, Purchaser, at mschurwon@roundrocktexas.gov. The City reserves the right to reject any and all applications and to waive all formalities except time of filing.

SOLICITATION UPDATES: Respondents shall be responsible for monitoring the City's website at http://www.roundrocktexas.gov/bids for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response.

NOTE: The City will not be held responsible for any further communication beyond updating the website.

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Exhibit "E"

The City, pursuant to Chapter 105, Texas Local Government Code, requests applications from eligible and qualified financial institutions to provide the City banking services as described below. The services provided shall be in accordance with this Request for Application (the "RFA") and attachments.

To be eligible to respond to this RFA, the financial institution must have a full service "brick & mortar" presence within in the municipal boundaries of the City of Round Rock.

Any and all charges and fees associated with the Depository Bank Services Agreement must be clearly and accurately included in the RFA response. The charges and fees represented in the RFA response shall overrule any and all previous bank service or other agreements between the City and the financial institution, as they relate to the accounts and services included herein. The City will not be obligated by any charges and fees not clearly and accurately presented in the RFA response. Services initiated after consummation of the Depository Bank Services Agreement shall carry charges and fees mutually agreed to, in writing, by the City and the financial institution. Regardless of time delay, the financial institution shall refund or credit the City for any erroneous charges and fees not agreed to in writing.

The City is soliciting applications for banking services currently utilized or being considered by the City. The City intends to manage its funds to minimize service charges and optimize investment income as authorized by policy and permitted by state law. Depending upon market conditions, future collected funds balances may be reduced and invested in other available investment alternatives.

The term shall be a five-year period of June 1, 2017 through May 31, 2022. A transition period not to exceed ninety (90) days for migration to a new bank at the end of the term must be provided.

The City reserves the right to open or close any number or types of accounts, as it deems necessary throughout the term of any agreement resulting from this RFA. Any fee charged for services not listed but later requested by the City will be mutually agreed upon in writing. All fees, rates, and conditions shall be fixed for the entire term.

The Depository Bank Services Agreement is an important component of the treasury and cash management system of the City, and the City requires a financial institution that is:

- Capable of providing the services required by the City,
- Willing to be attentive and responsive to the City's financial matters, and
- Financially sound and meets the City's requirements.

Exhibit "E"

Pursuant to Chapter 105 of the Local Government Code, this RFA serves as the application form for the Depository Bank Services Agreement. All information requested in this RFA must be provided in response. The evaluation of the applications will be based on the responses included herein.

Exceptions, conditions, or qualifications to the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by applicant, if any, clearly stated and inserted in the appropriate place in the response. The City reserves the right to negotiate terms, conditions, and exceptions with an applicant to arrive at a final agreement.

If acceptable to the City, any exceptions, conditions, or qualifications to the City's specifications shall be included, as appropriate, in the resulting agreement. Items and matters not explicitly excepted in this manner shall be deemed to be in conformance with the City's specifications.

Responses must be complete, addressing all aspects of the RFA, and including all requested information to receive full consideration by the City in the evaluation process. The City may choose to waive any irregularities in any responses received and reserves the right to reject any and all applications.

The City desires to enter into an agreement of mutual party benefit and will answer all questions pertaining to this RFA. Please note the following calendar of events for the dates and times of key elements in the application process.

CALENDAR OF EVENTS

Monday, November 21, 2016	RFA available to prospective financial institutions
Wednesday, November 30, 2016	Deadline for Questions/Requests from proposers for Additional Information (3:00 P.M.)
Friday, December 9, 2016	Deadline for City to respond to questions, any addendum posted to City website (3:00 P.M.)
Monday, December 19, 2016	**Responses due to City Hall, Reception Desk, First Floor (3:00 P.M. CST)**
Wednesday, January 25, 2017	Bank Presentation/Demonstrations (if necessary)
Wednesday, February 1, 2017	Notification to recommended proposer and initiation of contract negotiations and document preparation
Thursday, April 13, 2017	City Council consideration of award
Thursday, June 1, 2017	New Depository Bank Services Agreement period begins

Exhibit "E"

One original (so marked) and four complete copies of the application, and one Flash Drive containing the completed MS-Excel Fee Schedule and a PDF of the complete application, sealed and clearly marked **"DO NOT OPEN – RFA No. 17-002 – Primary Depository Bank Services"**, shall be delivered to the City Hall, Reception Desk, First Floor by 3:00 P.M. CST, on Monday, December 19, 2016, and addressed:

City of Round Rock, Purchasing Department
City Hall, Reception Desk, First Floor
Mr. Mike Schurwon, Purchaser
221 E. Main Street
Round Rock, Texas 78664

NO APPLICATION SHALL BE ACCEPTED AFTER 3:00 P.M. CST, MONDAY, DECEMBER 19, 2016.

Applicants shall use this RFA as the official response form. Submitted prices, rates, conditions, and answers shall be included in final agreement. The signed, submitted response must include printed copies of all completed worksheets and will be deemed the applicant's official response. To reduce errors and increase the ease of both response and evaluation, the City is providing the RFA in a MS-Word format and Bank Services Fee Schedule in MS-Excel format. The RFA is a protected Word document to enable the applicant to respond to the questions and incorporate comments into the RFA. Applicants must provide unit pricing for service items listed on the MS-Excel worksheet of the Bank Services Fee Schedule.

The Excel Bank Services Fee Schedule information and a PDF of the complete application must be provided on a Flash Drive with the application.

BASIS OF AWARD

The City will award the contract to the applicant(s) whose response provides the best value for the City based on all factors which have a bearing on price and performance of the required services including, but not limited to, compliance with all RFA requirements, delivery, and the City's needs.

The City reserves the right to contact any applicant, at any time prior to award, to clarify, verify or request information with regard to any application. The City reserves the right to waive any formality or irregularity, to make awards to more than one applicant, or to reject any or all applications.

Applicant must qualify under current Texas law to serve as a municipal depository bank.

Transfer of funds shall commence at such time as the successful applicant provides all required forms and supplies necessary to ensure uninterrupted day-to-day operations to the City. The successful applicant commits its "best efforts" to complete the execution of documentation and transfer of funds by the June 1, 2017 start date. Failure to complete by the start date, at the discretion of the City, could be considered grounds for alternative bank selection.

The successful applicant, upon termination of any agreement resulting from this RFA, shall cooperate with a new bank for transfer of funds.

Exhibit "E"

All responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Applicants are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of applicants. If an applicant believes that a response or parts of a response are confidential, then the applicant shall so specify. The applicant shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the response which the applicant believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All responses and parts of responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to this RFA shall be opened in a manner that avoids disclosure of the contents to competing applicants and keeps the responses secret during negotiations.

Any questions concerning this RFA must be directed in writing to:

Mr. Mike Schurwon, Purchaser
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664
(512) 218-6682
Email: mschurwon@roundrocktexas.gov

Exhibit "E"

This application is being submitted to the City by the following person duly authorized to act on behalf of this applicant.

Name of Financial Institution FDIC Certificate #

Address of Financial Institution

Telephone #

Email Address

Officer Name & Title (printed)

Officer Signature _____

Signature indicates respondent accepts the specifications, terms and conditions of this RFA and that applicant is not delinquent on any payment due the City or involved in any lawsuit against the City.

Date:

Exhibit "E"

The City shall carefully review the submitted applications. The evaluation of the applications will be based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services;
2. Reputation of applicant and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers and incentives;
5. Funds availability;
6. Interest paid on interest bearing accounts and deposits;
7. Earnings credit calculation on compensating balances;
8. Completeness of application and agreement to points outlined in the RFA;
9. Physical location within municipal boundaries;
10. Convenience of location(s);
11. Previous service relationship with the City; and
12. Financial strength and stability of the institution.

After selection of an applicant based on the criteria above, the City may enter into negotiations as to the terms of the depository services agreement and any subsidiary agreements, all aspects of services, and the compensation to be paid to the applicant.

If, for any reason, the negotiations between the applicant selected and the City cannot be completed, the City may enter into negotiations with the second best application. Negotiations will continue in this sequence until an agreement is finalized or all applications are rejected.

Exhibit "E"

As defined in Section 105.015 (c), each applicant shall comply with the conflict of interest provision of Section 131.903 of the State's Local Government Code in regards to the selection of the depositories:

Sec. 131.903. CONFLICT OF INTEREST.

(a) A bank is not disqualified from serving as a depository for funds of a political subdivision if:

(1) an officer or employee of the political subdivision who does not have the duty to select the political subdivision's depository is an officer, director, or shareholder of the bank; or

(2) one or more officers or employees of the political subdivision who have the duty to select the political subdivision's depository are officers or directors of the bank or own or have a beneficial interest, individually or collectively, in 10 percent or less of the outstanding capital stock of the bank, if:

(A) a majority of the members of the board, commission, or other body of the political subdivision vote to select the bank as a depository; and

(B) the interested officer or employee does not vote or take part in the proceedings.

(b) This section may not be construed as changing or superseding a conflicting provision in the charter of a home-rule municipality.

In addition, the following disclosures apply:

Disclosure of interest: Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Round Rock must file a completed conflict of interest questionnaire which is included in this solicitation or available at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with the City of Round Rock no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposal or bid, correspondence, or writing related to a potential agreement. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Certificate of interested parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity.

Exhibit "E"

The City anticipates establishing an account configuration that consists of the following bank accounts:

- Operating Account
- Payroll Account
- Accounts Payable Account
- Utility Account
- I & S Debt Service Account
- Financial Services Account
- CDBG/HUD Entitlement Account
- DT Land Group Account

The **Operating Account** will be the primary account for daily activity. The Operating Account will also be the primary account to receive deposits and make disbursements.

The **Payroll Account** is a ZBA funded by the Operating Account through which the City's employees are paid bi-weekly. After a new employee's initial paycheck, the City requires direct deposit of payroll by all employees. The ACH file is prepared and transmitted to the bank, usually on Wednesday before payday on Friday.

The **Accounts Payable Account** is a controlled disbursement account processing vendor payments each week funded by the Operating Account.

The **Utility Account** is a ZBA funded by the Operating Account.

The **I&S Debt Service Account** is a stand-alone account with activity related to debt payments.

The **Financial Services Account** is a ZBA with deposits from settlement on credit cards. Excess funds are transferred to the Operating Account.

The **CDBG/HUD Entitlement Account** is a stand-alone account and, by HUD restrictions, may not accrue any service charge.

The **DT Land Group Account** is a stand-alone account.

The activity for September 2016 with balance information for these accounts is tabulated in Exhibit 1 and Exhibit 2, and reflected on the Bank Services Fee Schedule. Actual balances and transaction activity could vary significantly.

Exhibit "E"

The following services must be provided as described and/or be provided in an alternative form that results in essentially the same outcome or capability.

1. ONLINE BANKING SERVICES – The City **requires** online banking services accessible through the internet that at a minimum include balance reporting, initiation of ACH debits and credits and wire transfers, and placement of stop payments on checks. Additional capabilities must include the ability to reprint statements and export information to MS-Excel. The minimum balance reporting information must be for intra-day and previous business day and include at a minimum: ledger balance, collected balance, one-day float amount, two-day float amount, total credits, total debits, and detail debits and credits, and must allow transaction search capability. Historical information must be maintained online and accessible for a minimum of six months.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

2. CONTROLLED DISBURSEMENT ACCOUNT - The City **requires** the use of a controlled disbursement account for its disbursements. The controlled disbursement presentment notification must also be accessible through online banking services. This information must be available and accessible by 10:00 A.M. local time.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

3. ZERO BALANCE ACCOUNT - The City **requires** zero balance accounts for its Payroll, Utility, and Financial Services accounts. The bank teller function must identify the Payroll Account as a ZBA to ensure employee presentments made at the bank are honored.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

4. POSITIVE PAY AND ACCOUNT RECONCILIATION SERVICE – The City **requires** positive pay and account reconciliation services on designated accounts from which checks are issued. The City electronically transmits the issued check files to the bank. Positive pay files must be transmitted electronically. Minimum payment verification criteria shall be payee name, date, check number, and amount. The City may approve and make pay/no pay decisions on any exception items.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

5. ACH – The City **requires** a robust ACH system with the capability to create ACH credits for direct deposit of payroll and vendor payments, and to direct debit customer accounts for A/R and utility billing charges.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

Exhibit "E"

6. ACH DEBIT BLOCKING – The City requires ACH debit blocking capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

7. ELECTRONIC DATA INTERCHANGE – The City **requires** Electronic Data Interchange ("EDI") service capability with the ability of obtaining monthly reports and transacting vendor payments.

☐Yes, can provide. ☐No, cannot provide.

Comment:

8. WIRE TRANSFERS – The online banking system must provide for initiating wire transfers as a normal course of business. Wires may be one time wires or be set up as repetitive wires of varying amounts.

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

9. REMOTE DEPOSIT CAPTURE – The City is currently utilizing and **requires** direct deposit capture services. The City owns one (1) Canon Image Formula CR190i scanner used to process checks received.

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

10. CONSUMER BILL PAY PROCESSING - The City **requires** this service (sometimes referred to E-Lockbox) for receipts of utility and other payments generated from personal customer bank bill pay programs. On a daily basis, the remittance data and payment amount captured during processing must be transmitted to the City for the update of the accounts receivable file.

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

11. POST NO CHECKS – The City **requires** the fraud protection feature or service that prevents checks being presented for payment to be posted to the accounts from which checks are not issued.

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

12. FUNDS AVAILABILITY – The City **requires**, at a minimum, same day credit for all transactions submitted before 4:00 P.M., subject to the bank's availability schedule.

Exhibit "E"

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

13. EMPLOYEE CHECK CASHING – The City **requires** the bank to cash checks issued to employees (with proper identification) without service charges or fees to the employee or the City, and without requiring the employee to open an account with the bank.

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

14. RETURNED CHECK REPROCESSING – The City **requires** deposited checks to be processed for collection at least twice before making non-paid checks available to the City. The City prefers to receive rejected items electronically. The City **requires** same day notification of all returned items in excess of $5,000.00.

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

15. ACCOUNT ANALYSIS – The City **requires** account analysis statements by individual account and at group level, reflecting average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost, delivered to the City on a monthly basis. **This requirement applies to "No Fee" or "Fee Waiver" applications.**

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

16. BANK STATEMENTS – The City **requires** that statements be rendered within five (5) working days after the close of the calendar month. Monthly cutoff of statements must occur on the last calendar day of each month. Accounts shall not be placed in dormant mode for inactivity. The statement shall include debits and credits made on the last day of the period and the detail items. Bank statements must be received on a monthly basis, even if there is no activity for the account. Checks and deposit slip images must be provided in a manner that the City can download them or save them to their internal storage systems.

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

17. PAYMENT FOR SERVICES – The City **expects** to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both.

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

Exhibit "E"

18. ACCOUNT SETTLEMENT – Settlement of the excess/deficient condition as reflected by the group level account analysis is **required** to occur on a quarterly basis. If deficient, settlement must be made by direct debit to the City's Operating Account.

    ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

    Comment:

19. RESEARCH – The City **require**s that all research requests are responded to within three business days of the request.

    ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

    Comment:

20. BANK ERRORS – Bank errors resulting in lost interest to the City must be reimbursed by the bank to the City, utilizing a mutually agreed upon method of reimbursement.

    ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

    Comment:

21. SWEEP/INVESTMENT ACCOUNT - Applicants must provide a description of the bank's best "hard dollar" interest earning option. If a sweep option is proposed, applicant must confirm its compliance with Local Government Code Chapter 2256, the "Public Funds Investment Act" ("PFIA"), and the City's Investment Policy.

    ☐Yes, can provide. ☐No, cannot provide.

    Comment:

22. AUDIT CONFIRMATIONS – Successful applicant must provide account balance audit confirmations to the City's audit firm annually at no charge.

    ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

    Comment:

23. BALANCE ASSESSMENT – Applicant must state how the FDIC Insurance Assessment on balances will be treated: (**treatment must be reflected on the attached Bank Services Fee Schedule as well**)

    ☐ Fees to be waived.

    ☐ Fees to be partially waived.

    ☐ Fee to be passed in full to the City.

    Comment:

24. RESERVE REQUIREMENT – Applicant must indicate whether or not a reserve requirement on balances used in calculating earnings credit is required.

Exhibit "E"

☐ Yes.

☐ No.

Reserve Requirement %

Comment:

25. EARNINGS CREDIT RATE – Applicant must state the ECR being proposed.

ECR %

Comment:

Exhibit "E"

The following services are optional and may be considered by the City for award; please indicate the applicant's ability to provide the services as described and the associated set-up, maintenance and/or per item processing charges:

1. BANK PROVIDED ATM – The City may consider installation of a bank provided ATM for employee and public use.

   ☐Yes, can provide. ☐No, cannot provide.

   Comment:

2. INTEGRATED DISBURSEMENT SERVICES – The City may consider different levels of outsourcing for its disbursement function including, but not limited to, check printing and distribution.

   ☐Yes, can provide. ☐No, cannot provide.

   Comment:

3. COURIER SERVICE – The City may consider the use of a courier service to make daily deposits from one central location to the financial institution. Can the bank provide this service and, if so, how would it be billed?

   ☐ Fees to be waived.

   ☐ Fees to be partially waived; billed through analysis.

   ☐ Fee to be passed in full to the City; billed through analysis.

   ☐ Cannot provide.

   Comment:

4. REVERSE POSITIVE PAY SERVICE – The City may consider reverse positive pay on the check issuing accounts with limited and infrequent issuance. The bank shall notify the City of the checks presented for payment and the City may select the items to be honored.

   ☐Yes, can provide. ☐No, cannot provide.

   Comment:

5. SECURITIES CLEARING, SAFEKEEPING AND CUSTODY SERVICES – If Securities Clearing and Safekeeping Services can be offered for the securities owned by the City, the following requirements apply:

   All securities will be handled on a delivery versus payment ("DVP") basis as they are cleared into and out of the City's account.

   The bank must act as securities clearing agent for all security purchases made by the City and for sales of securities from the investment portfolio, and will provide the necessary wire transfer and

physical delivery services required to support investment activities. Necessary controls will be negotiated with the Bank. Confirmation of trades must be provided to the City within one (1) business day.

Exhibit "E"

The bank must provide safekeeping services for all securities owned/purchased during the term of the depository agreement pursuant to a "Custodial Agent Agreement" executed between the City and the bank. Safekeeping receipts for all security purchases must be issued within two (2) business days. All interest payments on securities held must be posted on the due date or on the next business day in the event the due date falls on a weekend or bank holiday. The City must be notified within seven (7) days of a call date notice for any securities being called prior to maturity.

The bank must provide a web-based safekeeping transaction monitoring and reporting mechanism.

If offered, please provide all itemized fees related to securities clearing, safekeeping and custody services as part of the Response Attachments under Safekeeping Fees.

☐Yes, can provide. ☐No, cannot provide.

Comment:

6. SEPARATE SECURITIES CLEARING, SAFEKEEPING AND CUSTODY SERVICES – The City may select a separate bank to provide Securities Clearing and Safekeeping Services for the securities owned by the City. If the bank would consider such a relationship, please clearly indicate and provide all itemized fees related to a separate securities clearing, safekeeping and custody services agreement as a part of the Response Attachments under Safekeeping Fees. The requirements of the Securities Clearing and Safekeeping Services relationship are described above. Your response to this item will serve as your proposal to offer the services.

☐Yes, can provide. ☐No, cannot provide.

Comment:

Exhibit "E"

1. COLLATERALIZATION – The successful applicant shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Government Code, and the City's Investment Policy. **Ledger balance** shall determine the total balance level. The successful applicant shall pledge collateral equal to or in excess of the required level on a **same day basis**. The City's Investment Policy specifies that securities held as collateral shall have a market value equaling at least 102% of the total value of City funds held in excess of FDIC insurance levels.

   The City shall approve, in advance and in writing, all proposed collateral.

   If **prior day ending ledger balance** is to be used as the basis for calculating the required collateral pledge, in order to minimize any period where the City balances could be under collateralized, the City will require that the pledged amount be maintained at 110% of the **prior day ending ledger balance**.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

2. COLLATERAL MONITORING –The successful applicant must monitor the collateral adequacy on a daily basis, and shall provide additional collateral, as necessary, to secure balances as required by Code and the City's Investment Policy.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

3. PLEDGED COLLATERAL CUSTODY AND SAFEKEEPING – The pledged securities shall be held in safekeeping at an independent custodian acceptable to both the City and the successful applicant. The original copy of all pledge receipts shall be filed with the City's Chief Financial Officer. Applicant must provide the name of the proposed independent custodian as well as any related fees.

   Name of Proposed Custodian:

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

4. COLLATERAL SUBSTITUTION – Any substitutions of the pledged securities will be performed as provided for in the City's Investment Policy.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

5. REDUCTION AND RELEASE OF PLEDGED COLLATERAL – Any reductions in the total amount of pledged collateral shall be pre-approved, in writing, by an authorized signatory of the City.

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

Exhibit "E"

6. COLLATERAL REPORT – The successful applicant **and** the custodial bank shall provide the City a monthly pledged securities report or additional reports as requested by the City. The report must describe the total pledged securities by:

    Name
    Type / Description
    CUSIP
    Par Value
    Current Face Value
    Market Value
    Maturity Date

    ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

    Comment:

7. FIRREA COMPLIANT BOARD RESOLUTION – The Board of Directors or designated committee of the successful applicant, shall be required to provide a Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") compliant resolution of certification, approving the award of the agreement and commitment for delivery of the collateral, to the custodian, not later than five days before the commencement of services. The following is an extract of the FIRREA requirement from the Federal Deposit Insurance Corporation ("FDIC") Code:

    e) AGREEMENTS AGAINST INTERESTS OF CORPORATION.--
    (1) IN GENERAL.--No agreement which tends to diminish or defeat the interest of the Corporation in any asset acquired by it under this section or section 11, either as security for a loan or by purchase or as receiver of any insured depository institution, shall be valid against the Corporation unless such agreement--
    (A) is in writing,
    (B) was executed by the depository institution and any person claiming an adverse interest thereunder, including the obligor, contemporaneously with the acquisition of the asset by the depository institution,
    (C) was approved by the board of directors of the depository institution or its loan committee, which approval shall be reflected in the minutes of said board or committee, and
    (D) has been, continuously from the time of its execution, an official record of the depository institution

    ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

    Comment:

Exhibit "E"

The Public Funds Investment Act, in conjunction with the City's Investment Policy, shall govern the City's investment activity and the successful applicant shall be required to provide services within the constraints of both. Applicants must complete the attached PFIA Certification that acknowledges that they have reviewed the City's Investment Policy.

1. DIRECT INVESTMENT ALTERNATIVE – The City's direct investment activities may take place in any and all of the City accounts. The City shall have the right, at its sole discretion, to direct investment of its funds. Interest earnings on interest bearing accounts shall be credited monthly regardless of the amount, with no minimum amount restriction. The Investment Policy outlines the City's options for investing. The Investment Policy is subject to annual review and revision by the City's Council.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

2. CERTIFICATES OF DEPOSIT – Certificates of Deposit ("CDs") purchased for the City shall be non-negotiable and shall be registered in the name of the City. The CDs will be insured within FDIC insurance limits, or collateralized in accordance with the RFA requirements. Proof of collateral in excess of FDIC insurance limits must be supplied to the City prior to CD settlement.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

3. INVESTMENT ACCOUNT - Applicants must provide a description of the bank's best "hard dollar" interest earning option. If a sweep option is proposed, applicant must confirm its compliance with Local Government Code Chapter 2256, the "Public Funds Investment Act" ("PFIA"), and the City's Investment Policy.

   ☐Yes, can provide. ☐No, cannot provide.

   Comment:

Exhibit "E"

1. NET OVERDRAFT DEFINED – The City does not intend to have a net overdraft position occur during the term of the agreement. A net overdraft shall be defined as a negative balance in the City's accounts **collectively**, not by individual account.

   ☐ Yes. ☐ No.

   Comment:

2. NOTIFICATION – In the event a check or checks shall be presented for payment where there are insufficient funds in City's collective accounts, the successful applicant agrees to promptly notify the City's Accounting Manager or other signatory person, by telephone or other means, of the overdraft condition, and to provide the City a period not exceeding one business day to respond and rectify the condition.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

3. STIPULATIONS – Should a net overdraft condition occur; the following shall apply:

   Maximum number of banking days the overdraft shall be allowed:

   Maximum amount of the overdraft: $

   Interest rate per annum computed on the overdraft: %

   Comment:

Exhibit "E"

1. REGULATION NOTIFICATIONS – The successful applicant shall notify the City in writing within thirty (30) days of any changes in federal or state regulations, or laws that would affect any agreement resulting from this RFA.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

2. INCOMING WIRE TRANSFERS – Notification of incoming wire transfers shall be made by telephone, fax, or email to the City's Accounting Manager within one hour of the transaction and a written confirmation mailed to the City the same day of the transaction.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

3. RIGHT TO CANCEL UNDER FEDERAL OR STATE LAW RULINGS – In the event it would be ruled illegal under the provisions of any federal or state laws or regulations for the successful applicant to comply with the requirements of this RFA or any resulting agreement, then the City expressly reserves the right and privilege to cancel the agreement and to re-solicit applications.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

4. ACCESS TO BANK RECORDS – The successful applicant's records relating to the City's accounts shall be open for review during normal business hours by designated City staff members or appointed independent auditors.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

5. RIGHT TO OPEN & MAINTAIN OTHER ACCOUNTS – The City reserves the right to open and maintain one or more demand accounts at financial institutions not affiliated with the successful applicant.

   ☐ Acknowledged.

   Comment:

6. DEPOSITORY BANK SERVICES AGREEMENT – The City requires that the successful applicant execute a mutually acceptable Depository Bank Services Agreement with the City.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

7. SECONDARY DEPOSITORY BANK – As a component of its disaster recovery plan, the City may consider maintaining a contractual agreement for a secondary depository bank relationship should an event occur that makes the primary Depository Bank inaccessible to the City.

Depending on the outcome of this RFA for a primary Depository Bank relationship, would the applicant consider entering into an agreement for a secondary relationship?

Exhibit "E"

☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

Comment:

8. RIGHT TO TERMINATE – The City expressly reserves the right to terminate any agreement resulting from this RFA with or without cause at any time by providing ninety (90) days written notice to the successful applicant to close its accounts.

   ☐ Acknowledged.

   Comment:

9. TERMS FIXED – All fees, rates, and conditions shall be fixed for the entire term.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

10. ONE RELATIONSHIP OFFICER – City requests **one** relationship manager to coordinate the successful applicant's efforts directly responsible for facilitating all City/applicant interaction:

Description	**Name**	**Title**	**Phone**
Relationship Officer			

Exhibit "E"

1. SEMI-ANNUAL MEETING – The City shall require a review meeting at least once every six months to evaluate the working relationship between the City and the successful applicant. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

2. FORMAL AGREEMENT REQUIRED – The final appointment of the successful applicant shall be subject to approval by the City of Round Rock City Council. The successful applicant shall be required to enter into an agreement that incorporates all of the requirements of applicant's official response to this RFA, along with the accompanying related schedules and materials as required by this RFA. Required attachments include: collateral custodial agreement, FIRREA bank certification, and PFIA investment provider certification.

   ☐Yes, can provide as requested/required. ☐No, cannot provide as requested/required.

   Comment:

3. ADVERTISEMENT ACKNOWLEDGED – This RFA has been duly advertised and is being offered for consideration to financial institutions as permitted by state law and City policy.

   ☐ Acknowledged.

   Comment:

This Request for Application is being offered by the following person duly authorized to act on behalf of the City.

Susan Morgan, Chief Financial Officer

Exhibit "E"

BANK TRANSACTIONS BY ACCOUNT

September 2016

	BEGINNING	CREDITS		DEBITS		ENDING
DESCRIPTION	BALANCE	NUMBER	AMOUNT	NUMBER	AMOUNT	BALANCE
Operating	$ 19,717,053	324	$ 46,253,242	115	$ 46,966,392	$ 19,003,904
Accounts Payable	-	21	10,659,799	470	10,659,799	-
Payroll	-	17	4,288,797	81	4,288,797	-
Financial Services	-	336	1,951,313	66	1,951,313	-
Utility	-	18	4,488	103	4,488	-
CDBG/HUD	7,807	3	13,183	3	9,775	11,215
I&S Debt Service	4,120	2	40,826	1	40,723	4,223
DT Land Group	128,882	2	14,774	24	6,191	137,465
TOTAL	**$ 19,857,862**	**723**	**$ 63,226,422**	**863**	**$ 63,927,478**	**$ 19,156,807**

Exhibit "E"

ACCOUNT ANALYSIS SUMMARY

Period	Avg Collected	Avg. Float	Avg. Available Balance
Oct-15	$ 19,853,427	$ 615,454	$ 19,237,973
Nov-15	19,802,147	513,187	19,288,960
Dec-15	19,602,106	235,211	19,366,895
Jan-16	19,868,832	253,004	19,615,828
Feb-16	19,997,326	255,757	19,741,569
Mar-16	19,629,545	257,305	19,372,240
Apr-16	19,790,478	199,272	19,591,206
May-16	19,822,028	357,151	19,464,877
Jun-16	19,924,745	442,049	19,482,696
Jul-16	18,043,047	187,628	17,855,419
Aug-16	20,371,719	353,953	20,017,766
Sep-16	18,498,646	254,549	18,244,097
Total	**$ 235,204,046**	**$ 3,924,520**	**$ 231,279,526**
Average	**$ 19,600,337**	**$ 327,043**	**$ 19,273,294**

Exhibit "E"

CITY OF ROUND ROCK

VOLUMES FROM SEPTEMBER 2016 ACCOUNT ANALYSIS

AFP SERVICE CODE	DESCRIPTION	VOLUME	UNIT PRICE ($)	SERVICE CHARGE ($)
	ACCOUNT SERVICES			
010000	ACCOUNT MAINTENANCE	6		-
010020	CASH CNTRN BACKVALUE SVCS	5		-
010020	CASH CONCENTRATION MAINTMASTER	1		-
010021	CASH CONCENTRATION MAINT SUB	5		-
010100	DEBIT POSTED - ELECTRONIC	177		-
010101	CREDIT POSTED- ELECTRONIC	460		-
010307	STATEMENT CYCLES	6		-
1500ZZ	POST NO CHECKS MAINTENANCE	3		-
	BANKING CENTER SERVICES			
10004A	BRANCH ORDER CURRENCY STRAP	14		-
100040	BRANCH ORDER PROCESSED	7		-
100044	BRANCH ORDER - COIN ROLL	881		-
	VAULT SERVICES			
100100	VAULT DEPOSIT	231		-
100110	VAULT DEPOSIT ROLLED COIN	6		-
100111	VAULT DEP PARTIAL OR MIXED BAG	12		-
100114	VAULT DEP NON STD STRAP - NOTE	9,717		-
100501	VAULT DEPOSIT ADJUSTMENT	6		-
100520	VAULT DEPOSIT ADJUSTMENT NOTIF	4		-
	DEPOSITORY SERVICES			
10101	CREDITS POSTED	224		-
100200	ICL DEPOSIT EARLY	21		-
100210	ON-US STANDARD	26		-
100210	FILE TRANSMISSION REC.- VPN	21		-
100210	ON US PREMIUM	866		-
100214	IMAGE GROUP ONE	2,818		-
100214	IMAGE GROUP TWO	1,113		-
100214	IMAGE GROUP TWO - TIER 2	1,420		-
100220	CHECK DEPOSITED-ON US	82		-
100224	CHECK DEPOSITED-TRANSIT	756		-
100230	DEPOSIT CORRECTION	1		-
100400	RETURN ITEM	6		-
100402	RETURN ITEM REDEPOSIT	16		-
100419	RETURN - EMAIL NOTIFICATION	6		-
999999	IMAGE QUALITY SUSPECT ITEMS	12		-
999999	NON-CONFORMING IMAGE ITEMS	1		-

Exhibit "E"

	DISBURSEMENT SERVICES			
10100	CHECK / DEBIT POSTED	180		-
10112	CONTROLLED DISB FUNDING	42		-
150000	CONTROLLED DISB ACCT MAINT	1		-
150030	EXCEPTION NOTIFICATION - ACCT	3		-
150110	CONTROLLED DISB CHECK POSTED	470		-
150410	STOP PAYMENT - ELECTRONIC	6		-
150412	STOP PAYMENT AUTOMATIC RENEWAL	3		-
150501	CHECK CASHING NON-ACCT HOLDER	7		-
151351	IMAGE STORAGE PER ITEM	651		-
151710	CHECK INQUIRY MAINTENANCE	3		-
200306	RECON REPORT / STATEMENT MAINT	3		-
	RECONCILIATION SERVICES			
150030	POSITIVE PAY MAINTENANCE	3		-
150122	PAYEE NAME VERIFICATION	547		-
150300	EXCEPTION ITEM	6		-
150320	CHECK EXCEPTION RETURN	1		-
151351	IMAGE CAPTURE PER ITEM	651		-
151353	CD ROM - PER CD	1		-
151353	CD ROM MAINTENANCE	1		-
200010	FULL RECONCILEMENT - MAINT	3		-
200110	FULL RECONCILEMENT - PER ITEM	650		-
200201	ISSUE INPUT FILE WITH RECON	11		-
200301	OUTPUT FILE	6		-
	WIRE - U.S.			
350100	ELECTRONIC FED DEBIT S/T	16		-
350124	ELECTRONIC BOOK DEBIT S/T	1		-
350300	FED CREDIT S/T	8		-
350320	BOOK CREDIT	1		-
	AUTOMATED CLEARING HOUSE			
50030	ELOCKBOX MAINTENANCE	2		-
50300	ELOCKBOX TRANSACTION RECEIVED	6,912		-
50311	ELOCKBOX TRANSACTION REFORMAT	6,912		-
250000	ACH MAINTENANCE	3		-
250000	JPM ACCESS ACH MAINTENANCE	2		-
250100	DEBIT ORIGINATED	4,635		-
250101	ACH DEBITS\CREDITS ORIGINATED	3,431		-
250120	ADDENDA RECORD ORIGINATED	19		-
250200	DEBIT RECEIVED	81		-
250201	CREDIT RECEIVED	364		-
250302	RETURN ITEM	10		-
250400	RETURN NOTIFICATION - EMAIL	10		-
250501	ACH BATCH/FILE PROCESSED	15		-
251050	DEBIT BLOCK MAINTENANCE	6		-

251051	ACH ADA AUTHORIZED ID	22		-
251070	NOTIFICATION OF CHANGE	2		-
251070	NOTIF OF CHANGE - EMAIL	2		-
259925	ELOCKBOX FILE PROCESSING	21		-
	RECEIPTSTREAM/ENH REC SVCS			
300524	R$ EDI RPTG SUM REPORT	136		-
300524	EDI DETAIL REPORT-JPM ACCESS	188		-
	JPMORGAN ACCESS			
40044Z	ACCOUNTS REPORTED	8		-
400610	MONTHLY SERVICE	1		-
40066Z	TRANSACTIONS REPORTED - 45 DAY	1,119		-
40066Z	CONT DISB CHECKS REPORTED	482		-
40066Z	EXTENDED TRANSACTION DETAIL	4824		-
	WSS OTHER FEES			
459999	FEES - ACCOUNT MAINTENANCE	1		-
	PREMIUM ASSESSMENT FEE			
000230	PREMIUM ASSESSMENT FEE	18,500,000		
	TOTAL MONTHLY CHARGES			-

Exhibit "E"

SUPPLIES		
TAMPER PROOF DISPOSABLE BAGS	0.000	
SELF-INKING ENDORSEMENT STAMPS	0.000	
CARBONLESS DEPOSIT TICKETS	0.000	
TOTAL OTHER CHARGES		-
EARNINGS CREDIT		
FORMULA/RATE BASIS		
CURRENT RATE	0.00%	
AVG COLLECTED BALANCE		
LESS RESERVE REQUIREMENT	0	
INVESTIBLE BALANCE	0	
ESTIMATED MONTHLY EARNINGS		-
PREMIUM ASSESSMENT FEE		
FORMULA/RATE BASIS		
CURRENT RATE	0.00%	
AVG COLLECTED BALANCE		
ESTIMATED MONTHLY EARNINGS	0	
LESS: MONTHLY SWEEP FEE	0	
ESTIMATED NET MONTHLY EARNINGS		-

Exhibit "E"

(ALL ATTACHMENTS MUST BE RETURNED WITH RESPONSE - **PLEASE ATTACH IN THE ORDER LISTED**)

1. ACCOUNT ANALYSIS – Sample monthly account analysis statement in the format that will be provided to City. Applicant must indicate any capability to provide the information electronically.

2. RATE BASIS – Applicant must include an explanation of the applicant's policy and methodology used in setting rates paid on interest bearing accounts and account analysis earnings credit, and must indicate if rates are based on a market rate such as T-Bill discount or yield rate, or the Federal Funds rate, etc., and when the rates are changed. Applicant must provide a historical schedule of rates paid.

3. SAMPLE COLLATERAL AGREEMENT.

4. SECURITY MEASURES – Applicant must provide a detailed description of security measures to prevent fraud and unauthorized electronic and non-electronic transfers, and protect the integrity of computer banking services and internal computer systems.

5. TECHNOLOGY SPECS – Applicant must provide detailed descriptions and specifications for use of all proposed electronic systems and services.

6. SAFEKEEPING FEES – Attach a schedule which shows all safekeeping related fees, if offered.

7. SAMPLE SAFEKEEPING REPORT – Sample monthly safekeeping report of the City owned securities, if offered.

8. INVESTMENT ACCOUNT INFORMATION – Applicant must provide information on the sweep account or investment account recommended for use by the City as well as detailed information on the applicant's most attractive interest yielding option.

9. SUMMARY BUSINESS CONTINUITY PLAN – Summary of the applicant's business continuation plans as they pertain to the City's ability to perform normal banking functions during natural and un-natural bank operation disruptions, including a statement of commitment to provide the City continuous and ongoing Depository Bank services to the best of the successful applicant's ability.

10. REFERENCES – List of at least three (3) comparable references and current Texas Public Funds clients, including total number of collateralized Texas Public Fund clients.

11. SAMPLE FIRREA COMPLIANT DOCUMENT. A sample copy of applicant's FIRREA compliant document that clearly shows that the applicant's Board or designated committee has accepted the depository agreement and authorized the pledge of collateral, with a permanent record of this action to be maintained in the minutes of the applicant.

Exhibit "E"



Investment-Policy-January-14-2016-FINAl

Exhibit "F"

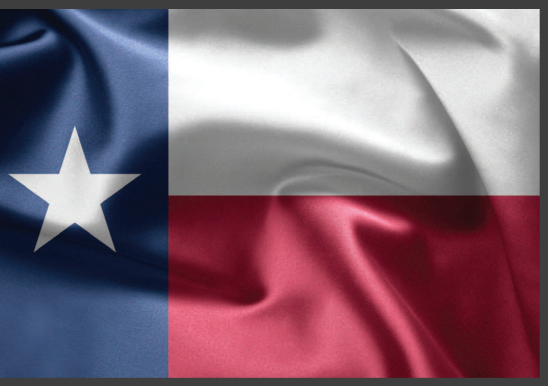
RFA No. 17-002

December 19, 2016



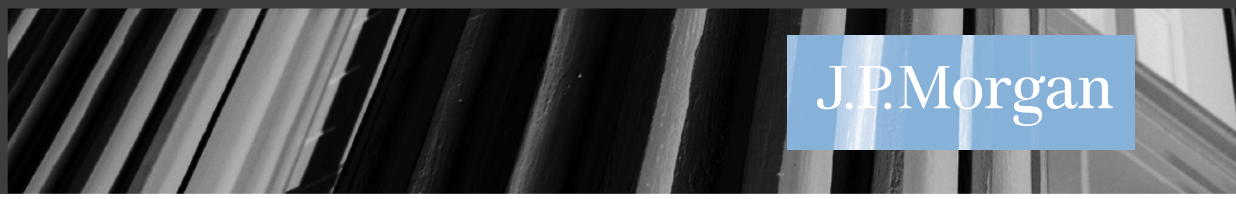
Proposal to Provide Primary Bank Services

CITY of ROUND ROCK









J.P.Morgan

Exhibit "F"

City of Round Rock

Proposal in Response to
Primary Depository Bank Services
RFA No. 17-002

Due Date: December 19, 2016

JPMorgan Chase Bank, N.A.

Prepared by:

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Disclosure Statement

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the "Organization") in order to assist the Organization in evaluating certain products or services that may be provided by J.P. Morgan.

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The information herein does not purport to set forth all applicable issues and is not intended to constitute advice on legal, tax, investment, accounting, regulatory or any other matters. J.P. Morgan makes no representations as to such matters or any other effects of any transaction and shall have no responsibility or liability to you with respect thereto. You should consult with your own advisors regarding such matters and the suitability, permissibility and effect of any transaction. In no event shall J.P. Morgan nor any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon, or for any inaccuracies or errors in, or omissions from, the information herein. The information herein is not intended as nor shall it be deemed to constitute advice or a recommendation regarding the issuance of municipal securities or the use of any municipal financial products. J.P. Morgan is not providing any such advice or acting as the Organization's agent, fiduciary or advisor, including, without limitation, as a Municipal Advisor under Section 15B of the Securities and Exchange Act of 1934, as amended.

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NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

You could lose money by investing in a money market fund. With respect to a money market fund that qualifies as a "retail" or "government" money market fund under applicable money market fund regulations, although the money market fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. In the case of a money market fund that does not qualify as a "retail" or "government" money market fund, because the share price of the money market fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. If a money market fund does not qualify as a "government" money market fund, effective October 14, 2016, the money market fund may impose a fee upon sale of your shares or may temporarily suspend your ability to sell shares if the money market fund's liquidity falls below required minimums because of market conditions or other factors. An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. A money market fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

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For Third Party Funds - The distributors of the third party funds are not affiliated with J.P. Morgan. J.P. Morgan may receive compensation from a third party fund, the management company for the third party fund and/or the distributor of a third party fund for providing services as described in the prospectus for the funds.

For all Funds - Carefully consider a fund's investment objectives, risks, charges and expenses before investing. This and other important information is included in the fund's prospectus, which should be read carefully before investing. Prospectuses for mutual funds can be obtained by contacting your relationship manager.

This proposal is subject to and conditioned upon a mutually agreeable contract between the Organization and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements. Implementation of products and services is subject to and conditioned upon the condition of satisfactory completion of J.P. Morgan's "Know Your Customer" due diligence and meeting product requirements. These steps are included in J.P. Morgan's client onboarding process.

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To help the United States government fight the funding of terrorism and money laundering activities, U.S. law (Section 326 of the USA PATRIOT Act) requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

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J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.

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Appendices

Appendix 1. Availability Schedules
Appendix 2. Certification By Business Organization Letter

This application is being submitted to the City by the following person duly authorized to act on behalf of this applicant.

Name of Financial Institution	J.P. Morgan	FDIC Certificate #
Address of Financial Institution	221 West 6th Street, Floor 2	
	Austin, Texas 78701	
Telephone #	512 479 2720	
Email Address	larnell.camus@jpmorgan.com	
Officer Name & Title (printed)	Larnell Camus, Executive Director	

Officer Signature 

Signature indicates respondent accepts the specifications, terms and conditions of this RFA and that applicant is not delinquent on any payment due the City or involved in any lawsuit against the City.

Date: December 16, 2016

JPMorgan Chase Bank, N.A. signs this application subject to the clarifications and exceptions set forth in our response to question #6 in the Other Stipulations Section of our response.

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Larnell Camus
Relationship Executive
Government Banking

December 16, 2016

City of Round Rock, Purchasing Department
City Hall, Reception Desk, First Floor
Mr. Mike Schurwon, Purchaser
221 E. Main Street
Round Rock, Texas 78664

Re: RFA No. 17-002 – Primary Depository Bank Services

To the City of Round Rock:

On behalf of J.P. Morgan Chase Bank, N. A. ("J.P. Morgan"), I am pleased to submit our response to the City of Round Rock RFA for Primary Depository Bank Services. We very much value and appreciate the opportunity to respond to this RFA, and we are confident that our products, customer service, technology, and proactive efforts will meet the City's current and future needs. As one of the leading providers of financial services to the public sector industry and with a team of professionals solely dedicated to serving the government industry, our collective expertise is exceptional.

We believe J.P. Morgan is best suited to perform the duties as the City of Round Rock's banking provider for the following reasons:

- **Strength and Capabilities** – J. P. Morgan is organizationally and financially committed to serving government agencies at the Federal, State, and Local levels. We currently serve more than 6,100 public sector entities, many of which we have worked with for decades, a testament to the quality of our people and our treasury solutions. We bring a disciplined, informed focus to our work with the Public Sector, supported by our vertical Government line of business dedicated to bringing innovative solutions, and backed by our highly trained implementations, operations and client services representatives. We also have the ability to leverage the expertise of J.P. Morgan's proprietary Industry Solutions group to bring you innovative ideas to help with efficiencies. We raised more than $10.7 billion in financing for local governments and non-profit organizations in Texas in 2015.

- **Customer Service** – J. P. Morgan has structured its customer service group based on market surveys of our clients' needs and the expectation of superior service. The City will have a dedicated Client Service Professional (CSP), and a back-up, who will assist with your day-to-day needs. All have extensive client service experience and are dedicated CSPs for our public sector clients. As your Relationship Manager, I will be responsible for providing cutting-edge solutions and ideas. We commit to meeting with the City on a quarterly basis to discuss customer service, to offer updates on evolving product enhancements, and for a formal annual relationship review.

- **Earnings Credit Rate** – we will pay a very aggressive Earnings Credit Rate (ECR equal to the Texas Government Premium ECR rate plus 0.05% (currently 0.40% as of November 2016).

- **Commitment** – J.P. Morgan is pleased to offer the City *6 months waived account analysis fees. We will also offer up to 5 desktop scanners to help transition from paper to electronic processing, providing the City imaged copies of checks for 90 days and reducing deposit adjustment errors.*

221 West 6th Street, Floor 2, Austin, Texas 78701
Telephone: +1 512 479 2720 Facsimile: +1 512 479 2239 larnell.camus@jpmorgan.com
JPMorgan Chase Bank, N.A.

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J.P. Morgan is excited for the opportunity to continue to work with the City and provide an unsurpassed combination of financial strength and dedication. We have drawn from our extensive experience, industry leadership, and history of innovation to demonstrate our ability and convey our enthusiasm to service the City of Round Rock's banking services requirements.

On behalf of J. P. Morgan, we thank you for your consideration of our proposal. We welcome all opportunities to answer questions or provide other clarification.

Sincerely yours,



Larnell Camus
Executive Director
Relationship Executive

This proposal is subject to and conditioned upon a mutually agreeable contract between the City of Round Rock and J.P. Morgan and execution of all applicable product and service agreements. This proposal is valid for 180 days from the submission date.

Exhibit "F"

Executive Summary

J.P. Morgan would like to thank the City of Round Rock ("the City") for your patronage and relationship over these past five years. We understand that the City seeks a qualified provider to fulfill your Depository Banking Services needs as completely, efficiently and timely as possible – a bank that can provide the highest quality service at the best value. With decades of experience working with all levels of government, including entities like the City, our government banking team will work diligently to provide a solution that exceeds your expectations.

In reviewing your objectives as your incumbent depository bank, we feel uniquely qualified to provide the overall best value solution for the City's Depository Banking Services.

The City can look to J.P. Morgan to provide the highest value of services at the overall best value. We can help you maximize the efficiency of government operations while supporting you in the most cost-effective manner. Our pricing strategy is transparent.

Best Value Solution

In the RFP for Bank Depository Services, the City seeks best value – a solution that optimizes quality, cost, and efficiency among providers.

Experience in the Public Sector

Many firms say treasury services is a core competency but what distinguishes J.P. Morgan is that many of our capabilities have been designed and implemented for the government sector, based on our 30+ years experience serving clients like the City. More than 2,800 government clients choose J.P. Morgan for treasury services. Our commitment to the government sector is founded in a shared belief that efficient and responsive public administration is essential to serving the needs of individuals and communities. Most importantly, we can leverage best practices and solutions implemented for other public sector clients with similar requirements to provide the City with the best solution.

Furthermore, the City can be sure we will continue to serve your constituents in many ways. We invest in our communities and work with our community-based providers to provide creative solutions that respond to local community development needs. As our mission to servicing relationships is built on a strong value and belief that we should never rest on past performance, we will look for continual process improvement in all that we do for the City today and in the future.

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Our presence is highlighted below:

Our Presence in Texas and Round Rock
As of January 1, 2016, JPMorgan Chase & Co. employed 24,580 employees in Texas of which 60 live in the City of Round Rock. We serve over 42,627 consumers and more than 3,008 small businesses in Round Rock through 9 banking centers and 12 ATMs.
• ***Financing to governments and nonprofits*** – JPMorgan Chase raised more than $10.7 billion in financing for local governments and non-profit organizations in Texas in 2015.
• ***Lending to small businesses*** – JPMorgan Chase continues to be there in support of small businesses throughout Texas, making a difference locally by extending $1.47 billion in credit through 26,695 loans in 2015.
• ***Through the years*** – JPMorgan Chase and its predecessor companies have been a part of Texas since 1866. Our roots date back to the founding of the First National Bank of Houston.

Personalized Service from your Dedicated J.P. Morgan Team

J.P. Morgan has a strong global platform, but it is our people that are unmatched by our peers. Your J.P. Morgan team will bridge your needs with financial tools to help you control costs, optimize cash flow, manage resources and make informed business decisions that will provide long term, enduring value.

Your relationship team will work together to offer the City premier products and best-in-class service. With a shared sense of urgency, the City's relationship team will resolve issues and provide solutions in a thorough and timely manner. Regular relationship reviews will offer insight into new services as well as take a relationship checkup to see how our team is performing.

Your primary relationship manager and banker is Larnell Camus. Andy Sowa will be the City's main point of contact for any treasury management services. And your day-to-day contact is Maria Arreola, who is your dedicated client service professional.

Larnell has been with J.P. Morgan for over 36 years with the last 13 committed to Government. Andy has been with the firm 7 years with nearly 20 years of industry experience. Your dedicated client service professional, Maria, has been with the company since 1983.

Implementation

Maintaining the City's relationship with J.P. Morgan allows you to continue your current treasury services without disruption. You will avoid a time-consuming and costly conversion process by choosing to retain us as your banking services provider. The City's

employees can focus their valuable resources on other projects, which ultimately saves you significant work, time and money.

Some of the advantages for the City are that accounts and processes will not change and your previously established client service and implementation teams, who are knowledgeable about your operations, will continue to support you. There will not be a need to assemble a transition team or train employees on a new service. Another benefit of renewing the contract with J.P. Morgan is that the City will avoid many of the burdensome procedures and costs associated with switching financial service providers. In addition, your previously established Client Service and Implementation teams will continue to support you. They are already knowledgeable about your accounts and operations and will not require the learning curve of a new provider.

If you decide to add more complex services, J.P. Morgan will work with the City to implement them. An implementation project manager, who has end-to-end ownership and accountability for the process, is responsible for communicating regularly with you and coordinating activities and seeing to it that all documentation is validated and linked to your account across the bank. Regular, often weekly, meetings are held to share information and measure progress. The implementation project manager will work with the City to establish timelines for additional phases of service and then coordinate with the appropriate teams across both organizations to complete the setup. For simple requests, or to add incremental services, your team will act on the requests as quickly as possible and notify the City when completed.

Investing in Innovation

Many clients like the City can take advantage of innovative technological improvements in the banking industry and seek new services being offered by leading banks. Our ability and commitment to implement new technologies is critical for you to succeed in meeting your business objectives.

Investing in Technology

The company plans to spend $9.4 billion on technology this year, up from $9.2 billion last year and to allocate 40% of that spending to new technologies and investments, said Matt Zames, chief operating officer, in February.

CIO Report May 10, 2016

We realize that finding the solutions you need requires us to be a thought leader. We invest our time and resources strategically to make sure that our products and services remain technologically advanced and market-focused. We continually conduct research and monitor developments in the marketplace to anticipate your needs and strive to make certain our products meet them.

Our scale fuels continuous investment in our products and services, which in turn supports the introduction of technology enhancements and the latest best practices for risk management, including comprehensive business resiliency. The scale and capabilities of our platform translate into continuous efficiency gains for our clients.

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We have heard you. In response to the needs our clients' voice, we continue to strengthen our foundation and strategically enhance our product set:

Differentiating by Investing in Innovation	
Strengthening our Foundation	• Strengthen the City's experience by allowing a more consistent client experience across channels. • Improve the user experience by swiftly remediating capability gaps and pain points. • Strengthen sales and service execution by providing a more comprehensive view of your relationship with us.
Delivering Product Innovation	• Facilitate migration to electronic payments. • Increase straight-through posting of payments. • Provide affordable, easy-to-implement cross-border payment solutions. • Integrate fully into industry workflows, providing end-to-end solutions that address unique industry needs.

J.P. Morgan's particular expertise lies in adapting and aligning our vast breadth of solutions to the specific operating requirements and unique environments of our clients. We accomplish this by listening to our clients to develop an understanding of their operating environments. We then move ahead by constructing a solution that not only meets our clients' existing operational needs, but that also challenges them to consider operational improvements. It is our intent to bring this same approach to the City as we endeavor to strengthen and grow our relationship.

Technology

Ability and commitment to implement new technologies is important. Many clients wish to take advantage of innovative technological improvements in the banking industry and seek new services being offered by leading banks.

J.P. Morgan continuously invests in our technology solutions in order to benefit clients like you. Recent innovations focus on process automation, regulatory and control improvements, and imaging technology upgrade.

Advanced technology

As we demonstrate the ability to employ advanced technology in our own work processes, the City will understand how we can assist in applying technology to improve your work processes as well as continue to offer enhancements as technologies change.

Additionally, we enact strict controls and apply secure technology to safeguard constituent data and transactions and will collaborate with you on industry best practices for risk management and data security.

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Financial Strength and Stability

Our Financial Strength

Our financial strength allows us to invest in the people, processes and technology necessary to provide the City with banking services that provide long-term, enduring value and meet the market's needs.

Financial strength and stability remain a key objective for all government clients. The City demands the highest degree of safety for the financial assets entrusted to your banking services provider.

J.P. Morgan has developed and maintained strong financial discipline throughout fluctuating market conditions. We follow sound accounting standards, provide transparent public reporting, and offer first-rate information management systems. We have the financial stability to provide our clients with a broad, complete and high-quality set of products and services—while leveraging the benefits and efficiency that come with economies of scale. During the economic downturn, government clients sought J.P. Morgan as a safe harbor for funds, as seen by an increase in government deposits during the past five years.

For the past several years, J.P. Morgan has invested hundreds of millions of dollars in:

- Enhancing our cash management and treasury liquidity capabilities.
- Analyzing and repositioning our global footprint.
- Reinvesting in technology solutions.

We continually look to technology to enhance our solutions, reduce processing costs, and increase operating efficiency.

For clients like the City, this means delivering new platforms and technology. Innovative products like mobile banking are being widely adopted and will deliver increasingly sophisticated and enhanced functionality over the coming years. Conduct your treasury business—check cash positions, initiate transactions, approve transactions, decision positive pay exceptions, and check alerts—anywhere, anytime, on your choice of devices.

Our financial objectives include continuing to reduce transaction banking fees over time by:

- Investing in new platforms.
- Reengineering our own processes.
- Centralizing more back-office operations in cost-effective locations.
- Introducing environmentally-friendly practices to reduce paper and embrace a fully electronic world.

In turn, we bring those efficiency savings to the City by offering best value solutions that optimize quality, cost, and efficiency.

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Conclusion

After careful and thoughtful review of the City's objectives, we present our proposal for Bank Depository Services. We are confident that our product capabilities, personal service and public sector expertise are unmatched by our peers and position J.P. Morgan to provide you with the greatest value today and in the future.

In closing, we would like to express our strong interest and desire to continue to provide the City's banking services. Our proposal is intended to demonstrate our capabilities and to illustrate that by selecting J.P. Morgan, you are choosing a reliable and conscientious service provider.

We have the experience, the products, and the people to effectively and efficiently manage your business, and we look forward to building upon a banking relationship with the City.

Thank you for your consideration.

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Solution Overview

The key building blocks of our proposal include solutions to further enhance the automation and electronic commerce initiatives that will help the City enhance operational productivity while managing banking expenses and still maintaining key services for your constituents.

J.P. Morgan would like to offer this brief overview of our solutions that address the Criteria for Evaluation.

J.P. Morgan's capital strength allows us to invest in technology to meet clients' changing needs. J.P. Morgan continues to leverage technology to help clients receive the products and services they require to increase efficiency, reduce expense, improve client service and enhance their competitive positions in their own markets.

In 2016, J.P. Morgan Treasury Services plans to invest $195 million in enhancing its cash management and treasury liquidity capabilities, expanding its global footprint and reinvesting in technology solutions. The bank continually looks to technology to enhance the solutions it provides, as well as reduce processing costs and increase operating efficiency.

J.P. Morgan is focused on advancing our mobile banking and transaction capabilities, and enhancing transaction speed and security. We continue to strengthen our foundation and strategically enhance our product set to provide solutions that will meet City of Round Rock's needs today and in the years to come.

Disbursement Solutions

We are focused on developing innovative solutions that result in more efficient and cost - effective payables solutions for our clients, including helping to accelerate their migration to electronic payments. Organizations that have adopted electronic treasury functions are generating financial and productivity efficiencies that include reducing transaction fees, lowering indirect business expenses, saving labor costs, while also improving transparency and security.

With over 15 years of experience delivering full-spectrum payables automation solutions, we believe that our holistic payables methodology sets J.P. Morgan apart. This methodology is governed by a working capital rule-set that defines the optimal method and timing of payment for each of your vendors and suppliers. J.P. Morgan understands that creating working capital efficiencies will optimize the payables process as a direct result. This runs contrary to solution providers who focus on creating efficiencies within the payables process, without first considering the impact on working capital. This

Exhibit "F"

important but subtle difference in philosophies makes certain that J.P. Morgan is unique in our ability to help the City of Round Rock optimize its payables environment and create mutually beneficial vendor payment relationships across the supply chain.

With J.P. Morgan, the City of Round Rock will leverage our analysis, tools and technology to transform paper- intensive treasury functions and provide turnkey electronic payment solutions that will integrate to your current account structure and the cash management services that you currently use. These services will continue to electronify payments across the City:

- Our Host to Host Payments solution offers a robust payables service that enables direct integration with the City's ERP system and J.P. Morgan's global payment capabilities. Host to Host Payments allows the City to consolidate with a single file instructions for initiating mixed payments of domestic and global wires, domestic ACH, domestic checks, Single Use Accounts and Corporate Quick Pay. This solution reduces the number of interface files the City has to develop and manage for a comprehensive payments program with J.P. Morgan. J.P. Morgan authenticates the file, validates the content and routes transactions over the appropriate settlement network. Host to Host Payments is based on the industry-standard, proven ISO 20022 file format. Each of these services is menu driven and the City may choose to implement any of the disbursement services ala carte:
    - With unmatched control, built-in working capital features and the benefits of automation, J.P. Morgan's Single-Use Account (SUA) solution is the starting point of any payables optimization initiative. SUA delivers unmatched working capital benefits in the forms of revenue from rebates and cash flow from card float, and SUA helps to automate the disbursement and reconciliation of payments to vendors at the time of the order or upon invoice approval.
    - ACH Disbursement: For vendors who choose not to accept SUA or card, the City can begin replacing one-time and recurring payments to vendors with ACH. Reduce your cost of goods by earning early payment discounts from vendors as part of a holistic terms management strategy. The more disbursements, the greater potential for cost reduction through the use of ACH. The City can realize the substantial cost savings by converting high volume repeat payments to ACH disbursements —like payroll, retirement benefits and suppliers' remittances.

- Corporate Quick Pay is a new treasury service that allows the City to issue payment offers using only the email addresses of their constituents. Upon receipt of the payment offer, the constituent can accept the payment electronically to their U.S. bank account. If the offer is not accepted, the City can have the offer converted into a check disbursement, offering a comprehensive payment solution. There are a host of different payment applications that make Corporate Quick Pay a natural fit for the City, including jury payments, restitution payments, tax overpayments, and petty cash reimbursements for its staff. This new offering can help to transform existing payments made via check or cash into payments facilitated via an ACH payment, providing the City even greater payment disbursement efficiency by removing many back office and manual payment activities.
- For your remaining check disbursement needs, J.P. Morgan's check print solution can reduce costs and automate the remainder of your payments. There are built in redundancy and control features of the check print solution that offload many of the other challenges associated with maintaining this service in-house. Our clients benefit from our 20 years of printing experience and volume of printing 25 million checks per year. Our clients also benefit from our buying power for check stock, envelopes and postage, as we transfer these savings to them.

- Our banking services are designed to seamlessly integrate with Government industry's leading enterprise financial systems and can scale and adapt to meet your future needs. Open Roads is an interface solution that will accept m any clients' proprietary file formats and major industry ERP file formats, and translate them to the bank's standard file format for processing through to various payment channels. In today's environment, transitioning to a new provider can be expensive and time consuming with the need to change file formats. We believe this approach will reduce the implementation efforts and enable easier transition. If City is interested in exploring this alternative approach, we welcome an in-depth discussion.
- Global Client Testing Center is a dedicated Host-to-Host client interface file testing center within J.P. Morgan. It provides a fully integrated, production equivalent end -to-end test environment enabling validation of client transactional and reporting workflow during the onboarding process. While all banks provide some client testing capability, not all banks offer end-to-end statement reporting that mirrors production and reflects the business as usual process and day in the life of a transaction. This capability allows clients to validate their business-critical flows and reduces risks of transition by providing early visibility into root causes of errors, allowing an opportunity to correct prior to the go -live date.

All of our proposed disbursement solutions are in house, propriety solutions meaning that we do not outsource any aspect of the operations to a third party. In order to provide best in class operational quality and client data security, we believe we must deliver these

services within our organization. It is important to us that we deliver a quality solution so that our clients' payments are made on time and accurately to the correct payee, every time.

Depository Solutions

The trend towards electronic collection methods is a gradual one. Although there is no magic bullet that can convert an organization's remaining paper or cash based transactions, a combination of technology, services, and adoption of best practices can help accelerate this process. Our response to your cash and check receivables entails deploying a suite of options which provide the best operational efficiency to realize cost savings.

Remote Deposit Capture

For checks received in-house, we recommend that you use our Remote Deposit Capture (RDC) solution to scan and deposit checks quickly and efficiently via your desktop or mobile device. These scanning devices may be located in a central hub or distributed throughout your organization at each of the City's collection sites or even at the department level. We propose that the City considers shifting branch check deposit items to as this much more efficient and cost-effective electronic alternative. RDC will provide same-day ledger credit on items deposited by 9:00 p.m. CT for Check 21 and 6:00 p.m. CT for ACH, accelerating cash flow by one day for many campuses. To help with this initiative and as part of our overall offering, we will provide with up to 100 refurbished scanners at no additional cost.

With the free setup of Unique Location IDs (ULID), the County can categorize deposits from your multiple depositors using this code to simplify your reconciliation of check deposits. Images are retained through RDC and also visible directly from our reporting solution, J.P. Morgan ACCESS Online (ACCESS Online).

Cash Processing - Vault Services, Smart Safe and Branch Services

J.P. Morgan proposes that wherever available the City locations contract with armored car to deliver your cash deposits to our vault in Austin. This will minimize additional local banking relationships, maintain strong cash controls and leverage a system wide armored car contract. To further help manage your courier fees, and the number of pick up, we suggest implementing smart safes.

Smart Safe with advanced credit will provide the City with daily credit on cash that is deposited into a leased Smart Safe from Brinks, Garda or Loomis. Additionally, advanced credit allows you to reduce the armored services schedule with your vendor to further reduce costs. Our solution provides advance credit for deposits we'll collect electronically.

We recognize that there may be instances where small cash deposits may need to be deposited in a branch. We have 9 branches in the City of Round Rock.

Virtual Reference Numbers

One of the most common challenges for our government clients is the correct identification and application of incoming electronic payments in an efficient, timely manner. Such payments may not contain clear or complete remitter information, and may be associated with important revenue sources. We offer the City a new solution to solve this payment processing challenge, Virtual Reference Numbers (VRNs). In this solution, J.P. Morgan will issue a range of VRN numbers to clients; clients will then assign a unique VRN to each of their repetitive electronic remitters and instruct each remitter to make all future ACH and Wire payments using the assigned VRN, rather than the institution' s Concentration Account number. When a payment is received in this manner, J.P. Morgan will automatically apply the funds to the concentration account and pass the associated VRN to the institution via an electronic file. This will allow the institution to automatically post the exact dollar amount of the payment to the corresponding receivable account without the need for manual research or data entry.

Reporting – Web-Based Banking System

Central to the suite of services proposed for the City is ACCESS Online, a secure online application that will enable the City to empower your authorized users with real - time information and control of accounts, transactions and reporting. Our award winning electronic platform offers the City a simple, intuitive, web-based cash management solution delivering the capability to integrate various information delivery, investment and transaction services, as well as inquiry tools into a single online portal. J.P. Morgan combines strict controls and secure technology to safeguard data and transactions and will collaborate with you on industry best practices for risk management and data security.

Value Add Suggestions

The services below are proposed to augment and complement the requirements included in the RFP. Each of these services is incremental to the solutions presented in the body of our response. The following optional, value-added services and products are detailed below:

- Single Use Accounts and Purchasing Card Growth
- Pay Connexion
- Corporate Quick Pay

Exhibit "F"

Single Use Accounts and Purchasing Card Growth

Single Use Accounts

The J.P. Morgan Single-Use Account solution is an electronic, credit card-based payment method that can help the City more efficiently manage your payment process as well as help reduce costs and transform traditional areas of expense into potential revenue generators. Benefits of our solution include the following:

- Replacement of less efficient payment methods, such as checks
- The flexibility, float, and rebate of a purchasing card coupled with powerful payment control, anti-fraud, and reconciliation features
- Increased payment processing efficiency through automation and integration, improving record accuracy and shortening reconciliation periods while providing security and visibility throughout the payment cycle
- Financial returns in the form of a rebate
- An efficient way to hold on to cash longer while paying suppliers sooner

As part of our single-use account solution, the City will have access to J.P. Morgan's industry-leading PaymentNet system, the engine that interfaces with MasterCard to create your accounts. You can also use PaymentNet for account and transaction management, advanced reporting, activity monitoring, statement access, reconciliation, and data integration tasks.

The Single-Use Account Payment Process

J.P. Morgan offers flexible single-use account setup options to meet our clients' virtual payment needs.

- Our batch option utilizes current ERP and general ledger systems to manage accounts payable-type expenses.
- Real-time (or "web service") single-use accounts integrate with clients' ERP systems and PaymentNet, allowing users to send requests and receive account numbers in real time via either the ERP system or PaymentNet. This option is best-suited for clients who need to integrate the single-use account payment process into their day-to-day operations.
- Our manual online option allows clients that do not fully integrate into ERP systems to instantly access single-use account numbers within PaymentNet as needed. Clients with batch and real-time integration have the option of using the manual online option as well.

Exhibit "F"

Purchasing Card Program

In addition to Single Use Accounts, we would like the City to consider a further evaluation and potential expansion of your existing Purchasing Card Program. As you are aware, this program provides a tremendous value to the City by:

- Driving down processing costs for ancillary purchases
- Providing extended working capital for the City, utilizing extended payment terms
- Providing hard dollar rebate to the City

J.P. Morgan would like to perform a quantitative analysis of your current spend to determine other areas within the City that could be benefitting from this program.

Pay Connexion

Our e-payment solution, Pay Connexion, offers a comprehensive payment gateway, including a wide range of features. Our solution is designed to provide convenience to payers when they interact with the City by allowing them to make payments via the Internet, IVR, or via a live agent.

Pay Connexion is a secure, multilingual (English-Spanish), highly available, fully-bank hosted, PCI-DSS compliant multi-channel electronic payment platform that supports credit and debit card, as well as ACH/e-check payment methods. Because Pay Connexion is feature rich and highly configurable, it can support the City's electronic payment needs now and as you evolve in the future. Pay Connexion is made available to the City as separate components or as a seamlessly integrated suite of services. Each component of our solution offers distinct value to the City as a standalone product; however, the City may find that the value of the full suite of our available services outweighs the sum of its parts.

Pay Connexion Capabilities

With Pay Connexion, the City can offer its customers a broad array of convenient, easy-to-use payment options, and the functionality to manage their own accounts via a branded website and interactive voice response system. A variety of payment methods are accepted, including credit card debit card and eCheck/ACH.

As the only third-party payment collection system available today that is completely owned and operated by a single-source provider, Pay Connexion incorporates industry best practices in payment processing and security with the expertise of one of the world's leading financial institutions. This provides the City with a single, proprietary point of accountability throughout the entire process.

All activities are handled by J.P. Morgan and J.P. Morgan merchant services:

Exhibit "F"

- Product development, sales, implementation and support.
- Processing of both credit/debit card and eCheck/ACH payments.
  - J.P. Morgan is one of the nation's leading merchant processors.
  - J.P. Morgan has provided ACH solutions to clients and has ranked consistently as a top originator of ACH transactions since the founding of the ACH network in 1972.
- Application and data are hosted within two geographically dispersed J.P. Morgan data centers.

Pay Connexion Highlights

- Processes card and eCheck/ACH payments via a website, interactive voice response system and call center agents.
- Supports single and scheduled payments through all payment channels, and recurring payments online.
- Provides real-time authorization and batch settlement of credit and debit card transactions, and also can process eCheck payments as ACH debit transactions.
- Via an administrative site, the City's authorized users can conduct research, inquiries reporting and payment activities.
- Consolidated real-time and end-of-day remittance detail of processed transactions.
- Annually, Pay Connexion clients process more than 20 million transactions valued at over $70 billion.

Exhibit "F"

Pay Connexion Clients Choose Among Multiple Configuration Options

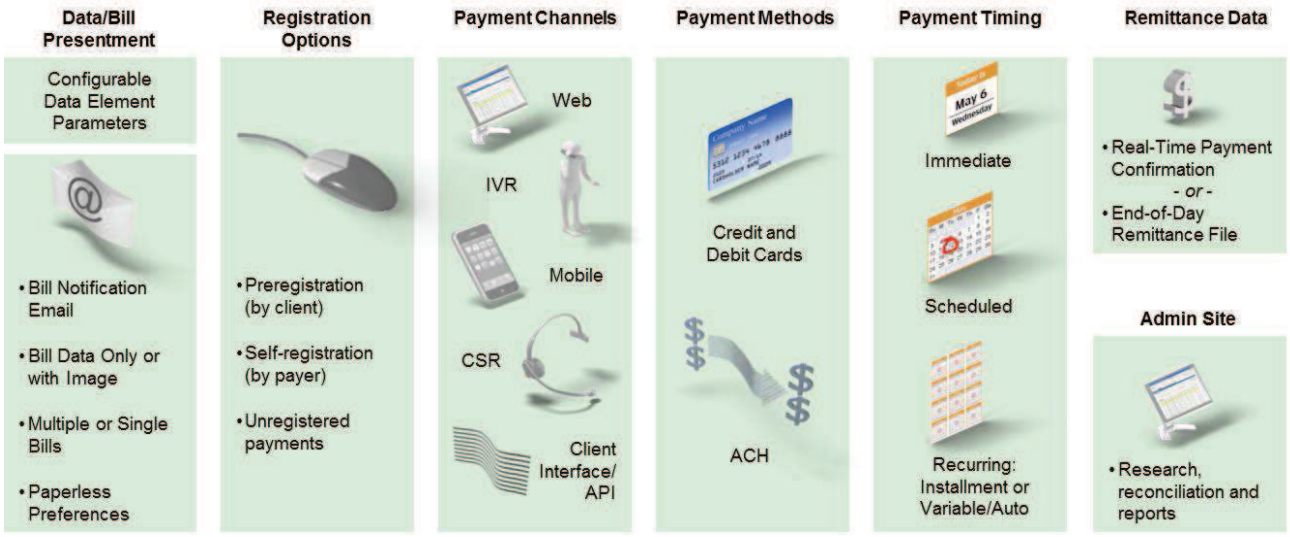


Figure 1

Convenience Fee Functionality

J.P. Morgan also offers the flexibility of convenience fee functionality within Pay Connexion and can accommodate the use of convenience fees for MasterCard, VISA and Discover to the City. The convenience fees will be separated from the main payment transactions prior to deposit. The City will receive the full main payment amount.

Convenience fees, including all merchant fees incurred from the credit card companies will be charged directly to the payers using the payment application.

Corporate Quick Pay

J.P. Morgan has introduced Corporate Quick Pay, a new mobile and web-based payment solution that allows your consumers to accept payments via email for jury pay . This innovative solution not only makes accepting payments easier for your consumers, but it is more efficient for the City as well.

The Corporate Quick Pay solution:

- Makes Migration to Electronic Easy: Corporate Quick Pay overcomes consumer account and remittance data constraints the City may face when the migration from check to electronic forms of payment takes place.
- Delivers Economic Value: the City can reduce the total cost of payments by settling via Automated Clearing House (ACH).

You simply supply J.P. Morgan with the consumer's email address, payment amount, name and desired remittance data on Quick Pay Central via online entry, file upload or

Exhibit "F"

direct transmission. Corporate Quick Pay then generates an email for the consumer to accept the payment for deposit into their personal bank account.

Enrollment is easy. Your consumer creates a profile on Chase Payments that will be used to accept future payments from the City or any other payer using Corporate Quick Pay into that consumer's personal bank account. This provides a better and quicker experience for your consumers, allowing them to accept a payment without having to provide bank account information each time.

In addition to sending an email notification to your consumer to accept a payment, J.P. Morgan has enhanced our Corporate Quick Pay solution with text messaging this year.

In conclusion, our proposal is the result of a careful and thoughtful review of the objectives set forth in City of Round Rock's RFP for Banking Services. We are confident that our product capabilities, personal service and Government expertise are unmatched by our peers and positions J.P. Morgan to provide you with the greatest value.

Exhibit "F"

Required Services

The following services must be provided as described and/or be provided in an alternative form that results in essentially the same outcome or capability.

1. ***ONLINE BANKING SERVICES – The City requires online banking services accessible through the internet that at a minimum include balance reporting, initiation of ACH debits and credits and wire transfers, and placement of stop payments on checks. Additional capabilities must include the ability to reprint statements and export information to MS-Excel. The minimum balance reporting information must be for intra-day and previous business day and include at a minimum: ledger balance, collected balance, one-day float amount, two-day float amount, total credits, total debits, and detail debits and credits, and must allow transaction search capability. Historical information must be maintained online and accessible for a minimum of six months.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

   The City can continue to count on J.P. Morgan ACCESS Online, our Internet-based cash management system for all of your online banking service needs.

   J.P. Morgan ACCESS Online

   Ranked #1 cash management portal, *Greenwich, 2015*

   Your authorized users will have the ability to manage all your cash management needs, including balance reporting, initiation of ACH debits and credits and wire transfers, and placement of stop payments on checks and more.

   ACCESS Online, offers the City a highly intuitive and easy to use, cash management solution that seamlessly integrates all treasury activities through a secure portal using a single authentication process.

   ACCESS Online puts critical cash management information and tools at your fingertips, and the unparalleled experience of J.P. Morgan at your service.

   - Reports: Balance and transaction information, cash concentration, disbursement, funds transfer and liquidity.
   - Payments: ACH, Wires and book transfers.
   - Checks: Place or revoke a stop payment
   - Statements: A central repository for bank, billing and liquidity statements. Statements can be exported to a Microsoft Excel spreadsheet.

- Administration: A powerful and innovative entitlement engine that saves time, increases productivity and controls everything users can see and do.
- More Services: A single point of entry to a wide range of additional treasury management services including eServe from which you can initiate inquiries and amend, cancel, or reverse payments.

Balance Reporting

Whether your cash is in one or multiple accounts, located with J.P. Morgan or other financial institutions, ACCESS Online puts critical cash management information and tools at your fingertips. The City can count on ACCESS Online for all your balance and reporting needs. ACCESS Online cash reporting tool provides you the ability to access previous day information with current day information being available at no additional cost.

Your authorized users will have access to useful information, 24 hours a day seven days a week that can aid in planning funding and investment strategies including: top-line balance and transaction summaries, detail transaction records and historical reports for up to two years. User entitlements can be managed to control access to accounts and reports.

Exhibit "F"

ACCESS Online provides the City a powerful, easy to use reporting tool

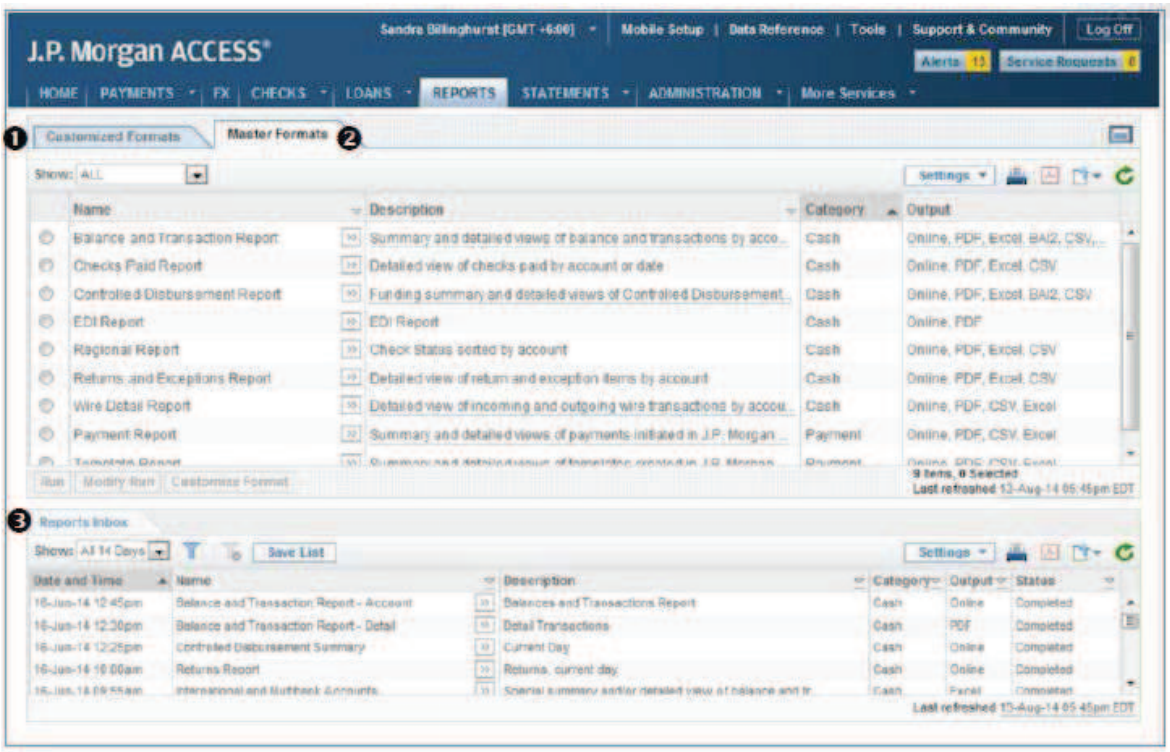


Figure 2

1. *Customized Formats – list of customized reports that have been created by the user*

2. *Master Formats – list of report templates available to the user (based on entitlements) to run with default settings and use as a foundation to create a multitude of customized reports that can be scheduled to run automatically on a recurring basis and/or shared with other users*

3. *Reports Inbox – a container for generated reports, where ad hoc reports remain for 24 hours and scheduled reports remain for 14 days*

Several master reports form the foundation of ACCESS Online centralized reporting capability allowing your authorized users to create, customize and run up-to-the-minute reports on your accounts tailored to your specific needs.

Reports include:

- Balance and Transactions Report
- EDI Report
- Returns and Exceptions Report
- Payment and Template Report
- Wire Detail Report
- Checks Paid Report

A variety of filters can be employed to pinpoint desired transactions for enhanced data management. An export feature offers a variety of formats to facilitate data integration with your accounting and decision support platform. An additional

benefit, the City's users can schedule reports with the frequency and format desired by each user and shared with other users.

ACCESS Online offers 45 calendar days of account balance and transaction data. Upon request, for report retention, the system can store 90 calendar days, one or two years of data.

With ACCESS Online you can view, print and/or export information on a daily or a specified date range of activity, including wire transfers, ACH payments, drafts, checks and statements.

The export feature offers a variety of formats to facilitate data integration with your accounting and decision support platforms. Balance and transaction information is available in the following formats:

- BAI2
- Comma-separated Values (CSV)
- Adobe Reader (PDF) formatted reports

The City can also export data from ACCESS Online to Microsoft Excel and other software packages.

ACH and Wire Transfers

ACCESS Online saves you time by providing a standardized workflow across all payment types. ACCESS Online allows your authorized users to initiate and manage ACH, wire and account/book transfers from the same screen, in the same way. Following single sign-on with just a few clicks, your authorized users can make payments, create templates, view account balances and customize pages.

Benefits

- Streamline the workflow – Manage all payment transactions from one screen
- Make recurring payments – Manage recurring payments using customizable templates
- View balances while making payments – Critical information is at your fingertips
- Rely on award-winning security – Award-winning security protocols designed to safeguard transactions and information

ACCESS Online has been designed, based on customer feedback, so that all capabilities are in sync with the daily activities of treasury managers. All payment

methods, i.e., wire, book transfer, account transfer and ACH, are accessible from a single-page in a uniform, easy-to-follow work stream.

Sample Payment Initiation Page

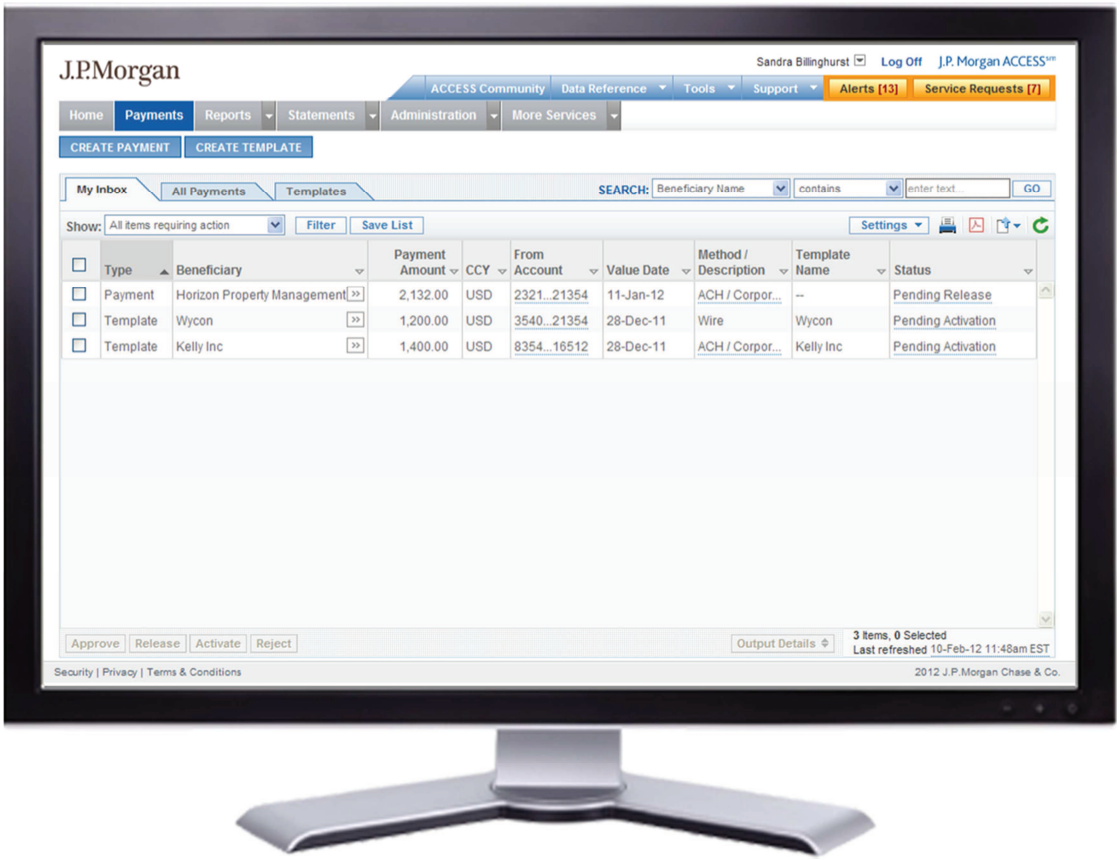


Figure 3

ACH

J.P. Morgan recommends that the City uses ACCESS Online for lower volume and manual entry of ACH payments. In addition to initiating payroll, this service also facilitates disbursements and concentration.

Exhibit "F"

Secure payment initiation made easy with ACCESS Online

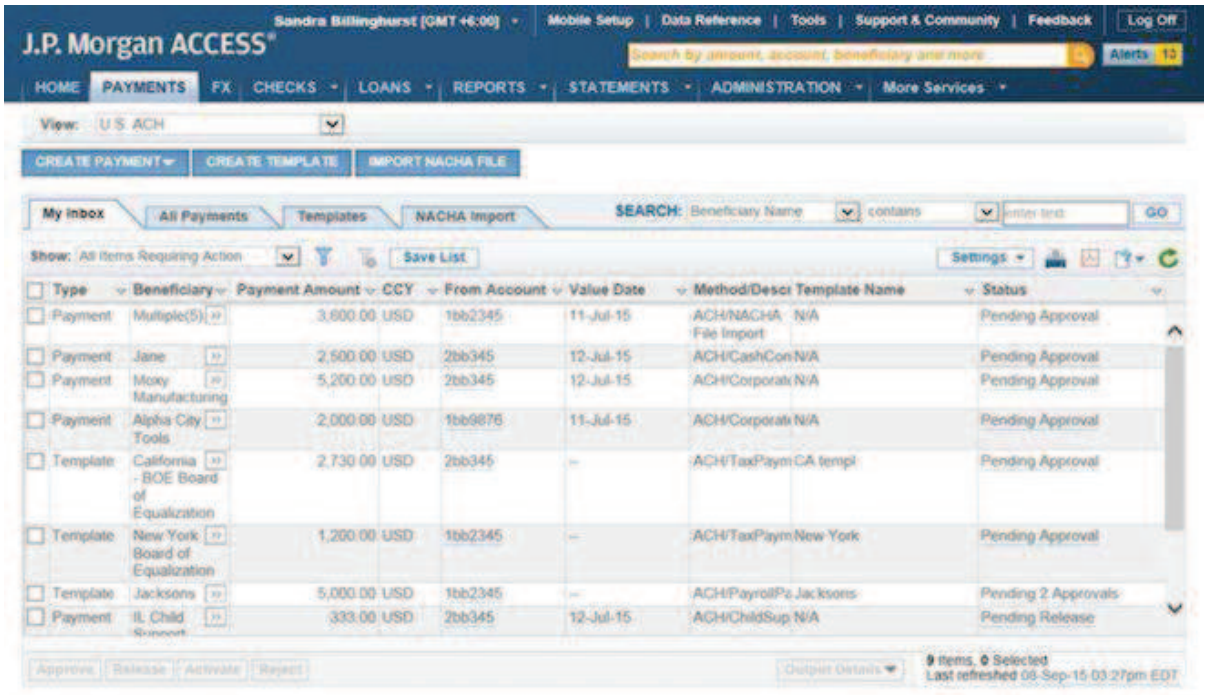


Figure 4

Templates

ACCESS Online uses a common set of intuitive templates for every payment method. For example, the City can easily create beneficiary templates with lockable and editable fields to set up recurring payments.

There are many ways to customize the system. ACCESS Online can be configured with flexible sorting and filtering options to display only the features you use—in the order you prefer.

Alerts

Define, manage and view messages from anywhere in the ACCESS Online portal. Choose to be alerted to transactions pending approval or see templates that have been modified. Receive alerts either via email or the Alerts inbox—or -both.

Exhibit "F"

ACH Initiation

The City can create templates to support a complete menu of U.S. ACH transactions, with all template information stored securely with J.P. Morgan:

- Consumer payments
- Consumer collections
- Payroll payments
- Corporate/vendor payments
- Corporate/vendor collections
- Cash concentration
- Cash disbursement
- Federal, state and municipal tax payments
- Child support payments
- Fund other J.P. Morgan accounts on a same day basis

Transactions based on templates or entered in free-form mode are created by the City, then batched, approved and released for processing. ACH files generated through ACCESS Online are retrieved and processed several times each business day for next-day processing. For non-repetitive payment, the City can create free-form ACH payments without the need to establish a stored template.

ACH files generated through ACCESS Online are delivered for processing nine times each business day, Monday through Friday.

ACH NACHA File Import

This automated interface for easy upload of NACHA-formatted files offers the City:

- Future-dated warehousing of up to 60 calendar days.
- Ability to create settlement offset at transaction level or batch level.
- Next-Day Settlement option for transfers to/from J.P. Morgan accounts.
- Option to create addendum record for all payments.

Wires

ACCESS Online offers a complete range of funds transfer services providing the City with the ability to initiate wire transfers using a variety of payment options. Strict control over user access to functions and accounts facilitates compliance with internal audit requirements, while enhancing security. Accounts can be held with J.P. Morgan worldwide or other financial institutions.

Sample payment initiation screen

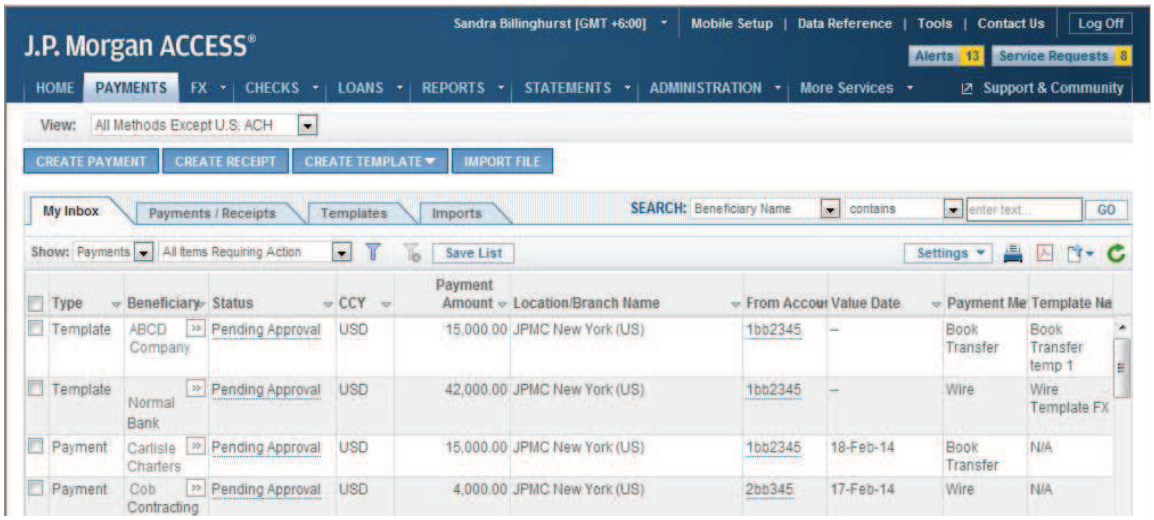


Figure 5

ACCESS Online wire transfer service supports U.S. dollar and multicurrency payments, using both predefined (repetitive) templates and free-form formats. Your authorized users will have the ability to create their own filters or templates with locked fields for added security. The City will also have the ability to receive alerts via email and/or the Alerts inbox.

- User entitlements are established by the City. Users may be authorized to add, modify, delete, approve and/or release wire transactions, as well add, modify, delete, approve and activate predefined templates.
- A J.P. Morgan client confirmation number is provided immediately upon release to the funds transfer processing platform.
- Confirmation codes are accessible using cash reporting features.
- Wires (Fedwire and Chips), book transfers, checks, account transfers, U.S. drawdown transaction initiations are supported.
- Future-date capability supporting 365 calendar days for same-currency wires initiated from U.S. accounts.
- Multi-bank payments wherein you can initiate wires from non-J.P. Morgan accounts.

Stop Payments

To streamline the stop payment process, the City can place stop payments via Online ACCESS either directly from the “Stops” tab or more efficiently by using the “Inquiry” tab, where check numbers are validated against the issued items. Additionally, stops can be sent via file transmission. When placing stops via

ACCESS Online, the system will search 90 days transaction history to identify if the check has been paid (extended retention periods are available). If J.P. Morgan's records show the check has been paid, the system will report the date the item was paid. Once the stop payment is submitted, the City will receive online confirmation of the successful stop request. This can be printed or downloaded as needed. Furthermore, stop payment activity reports are available through ACCESS Online.

Streamline your stop payment process with ACCESS Online

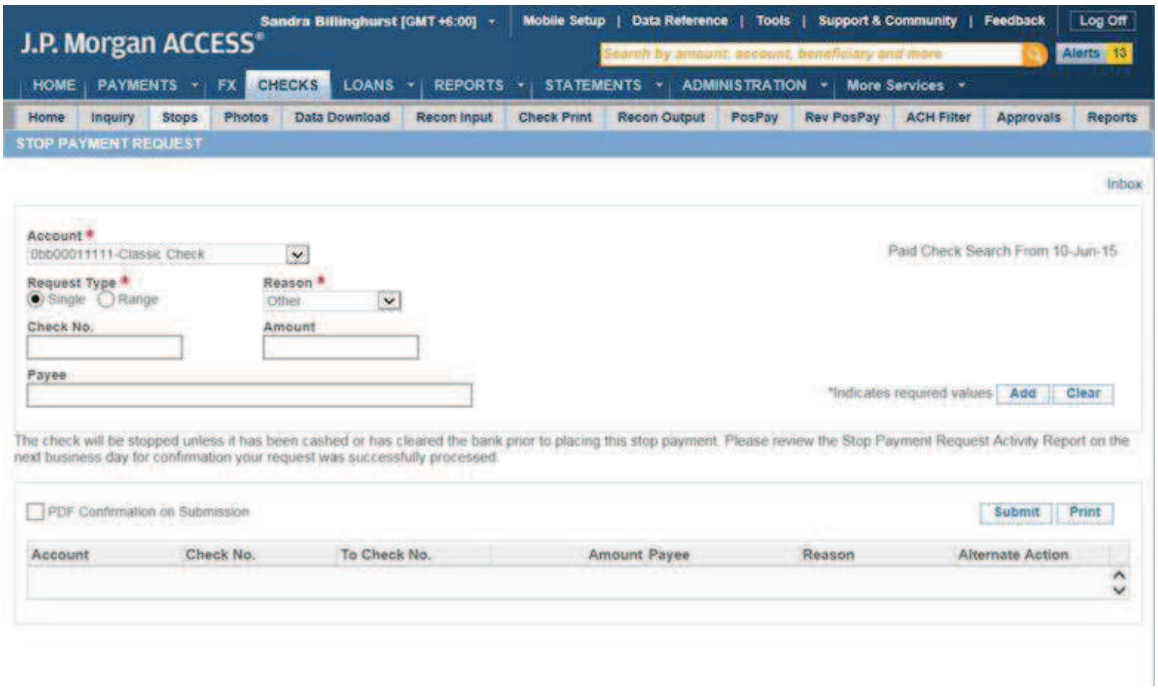


Figure 6

For same-day action, stop payment requests via ACCESS Online must be received by 6:30 p.m. CT. Stop payment requests remain in effect for one year and are renewable for an additional six years.

Online Images

The City can receive images of all on-us transactions (paid checks, deposit slips, advices/adjustments through ACCESS Online. Check images, account bank statements and ARP reports are stored for seven years.

While we do offer CD-ROM for check and deposit slip imaging, it is no longer a standard offering. We recommend the City use our online imaging via ACCESS Online for your checks and deposit slip imaging needs. With ACCESS Online you will have access to online imaging inquiry history for seven years for checks. This service includes an advanced upfront check search

functionality that provides the City with the complete status of each check. The City can perform single and range-based searches by account number, check number and amount, sequence number, paid and issue dates and payee name. The results tell you whether the check is still outstanding, has an active or revoked stop, is canceled (voided), was returned or has paid.

ACCESS Online offers paid check images with a number of viewing functions (i.e. front and back, zoom)

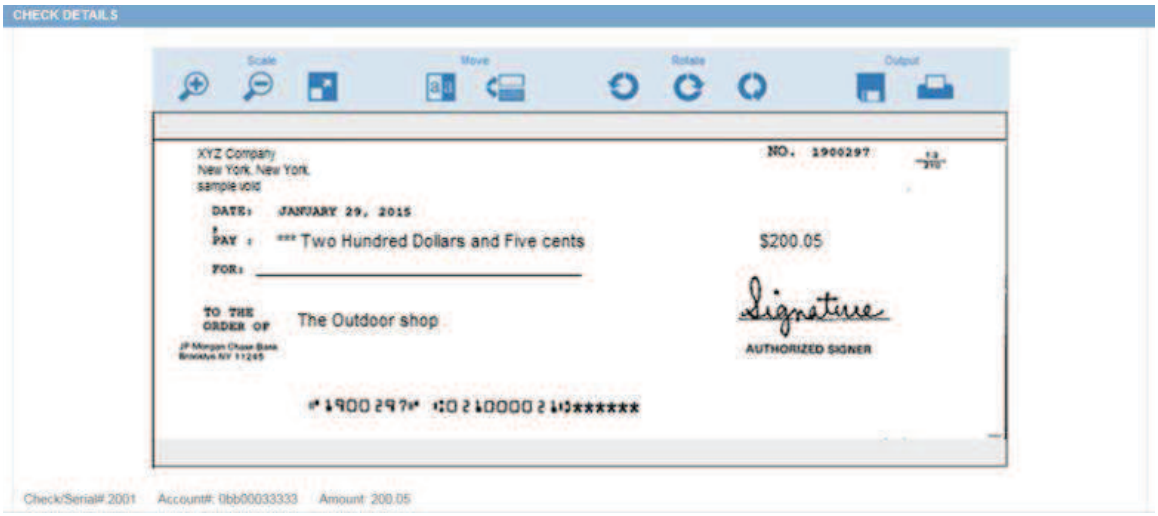


Figure 7

Additionally, batches of images can be requested in an offline request mode for more efficient origination of larger numbers of requests.

ACCESS Online is more efficient than paper or CD-ROM, especially when retrieving information quickly. Check images are available the same day checks are presented. This browser-based solution enables the City to retrieve check images for all applicable accounts.

Statements

The City will receive bank account statements for each account. These reports provide a summary of credit, debit and paid check activity for the statement period and balances at the start and end of the period. The statement also provides a detailed chronological listing of all credit and debit transactions. For each transaction, the entry provides the ledger and value dates, the dollar value of the transaction and detailed transaction description. The statement also provides closing ledger balances. Bank statements are available electronically via online delivery or transmission.

Online

J.P. Morgan's bank statements are available via secure Internet delivery with ACCESS Online. This provides the City with comprehensive reporting in a timely and efficient manner. Our electronic bank statements are identical to the paper statements mailed to clients and are available within two to three business days after the statement cutoff date.

The bank statements include all transactions posted to the account including all checks paid by check number with paid amount. Online bank statements also include images of checks paid during the statement cycle. Correction entries made by the bank will be included on the statement, as well.

J.P. Morgan's online bank statements provide the City with the following benefits:

- Security measures include machine registration and the convenience of using a single sign-on to retrieve statements and perform entitlement via ACCESS Online.
- Email alerts are sent to notify authorized the City users when the account bank statements are available for download.
- The City will be able to print and view a statement as it would be presented in its original paper form.
- The City can search for transactions by opening the statement, as well as clicking on the image icon next to the statement name to see an image of the front and back of the cancelled check.
- The City can save and print the statement in PDF format, as well as export data to a Microsoft Excel spreadsheet or in CSV format. The Excel and CSV formats are available 24 hours before the PDF.

ACCESS Mobile

Advantage J.P. Morgan

ACCESS Mobile among Top 6 Mobile Banking Apps for Business

American Banker, 2015

Our mobile service enables clients to log on to ACCESS Online on the move. The City's authorized users can use our app on a smartphone or tablet (Apple iOS 7.0 or later, Android 4.4 or later). It provides a range of services, including access to cash reporting balances and transactions in all currencies, including U.S. and international multibank. Make pay or return decisions on check exceptions, deposit U.S. denominated checks, drawn on a U.S. bank, and upload documents at the point of receipt as allowed by your ACCESS Online entitlements.

Approval and release for wire payments created on ACCESS Online is available and we provide voice and swipe password authentication for wire payment release, so you no longer have to carry an RSA SecurID token.

ACCESS Mobile Features

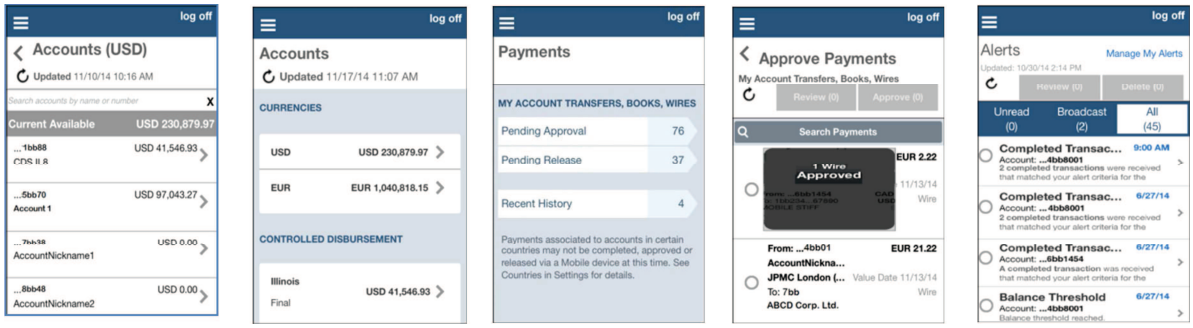


Figure 8

2. CONTROLLED DISBURSEMENT ACCOUNT - The City requires the use of a controlled disbursement account for its disbursements. The controlled disbursement presentment notification must also be accessible through online banking services. This information must be available and accessible by 10:00 A.M. local time.

☒ Yes, can provide as requested/required. ☐ No, cannot provide as requested/required.

Comment:

J.P. Morgan's controlled disbursement services will continue to help the City gain control over idle balances and optimize loan and investment opportunities. With early morning reporting and the knowledge of exact disbursement funding requirements, the City can maximize your working liquidity by taking advantage of intra-day investments or paying down debt early in the day.

How It Works

Each morning, we receive inputs to the controlled disbursement system. These inputs include files from the Federal Reserve and other previously established bank trading partners. The early-morning controlled disbursement funding calculation includes totals from these files, as well as any prior-day account balance information and ACH transactions. We provide two notifications – an interim notification at 7:30 a.m. CT (first presentment) and a final notification at 10:00 a.m. CT (final presentment).

Once final presentment is reported, J.P. Morgan will automatically transfer the funds from the linked bank account to your controlled disbursement account (CDA) to cover the total amount reported and maintain a daily zero balance. We also allow the City to initiate wires and same-day ACH activity from your

controlled disbursement account. In such instances, our “late-day” funding feature automatically funds those transactions for you at the end of each day, making sure the account balance remains at zero.

The primary advantage of using a CDA is the prompt notification of your daily funding requirements. With the advent of Image Exchange and our advanced technology capabilities, J.P. Morgan now reports 99.9% of our clients’ total funding requirement by 8:40 a.m. CT, which accelerates your ability to make investment decisions earlier in the morning. Our national CDA endpoints can each be funded by an account anywhere within J.P. Morgan.

3. ***ZERO BALANCE ACCOUNT - The City requires zero balance accounts for its Payroll, Utility, and Financial Services accounts. The bank teller function must identify the Payroll Account as a ZBA to ensure employee presentments made at the bank are honored.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

J.P. Morgan can continue to provide and support your account structure. We will work with you to provide the most efficient and cost-effective account structure.

J.P. Morgan offers fully automated zero balanced sweeping between accounts. Accounts can be set to concentrate at either a zero or target balance level.

Concentration can be set up with two primary options:

- Zero Balance/Target Balance: Accounts maintain a relationship-managed balance on a daily basis, with fully automated transfers to bring the accounts to a zero balance end of day. Target balance transfers are supported in the same manner as well.
- Customized Transfers: Options include one-way transfers, intraday concentration and time driven-scheduled transfers as well as fixed and variable balance calculations.

Through J.P. Morgan’s ability to provide a completely automated end of day concentration process late-posted items are included in the zero balance or target balance transfer.

Employee presentments made at the teller will be honored. The bank executes transaction activity, such as teller transactions, based on the current funds availability across all accounts in the concentration account structure at the time of the transaction.

4. ***POSITIVE PAY AND ACCOUNT RECONCILIATION SERVICE – The City requires positive pay and account reconciliation services on designated accounts from which checks are issued. The City electronically transmits the issued check files to the bank. Positive pay files must be transmitted electronically. Minimum payment verification criteria shall be payee name, date, check number, and amount. The City may approve and make pay/no pay decisions on any exception items.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

J.P. Morgan will continue to provide positive pay and full reconciliation services for the City's designated accounts.

Positive Pay

With positive pay, the City provides the bank with a positive pay issue file containing check amounts and serial numbers. Issue data can be simply and flexibly supplied to the bank via file transmission, online upload, or manually keyed into ACCESS Online. Daily checks presented are then systematically compared against the City's positive pay check issue file. An exception report is generated the next business day, identifying any mismatched or no-issue information on file items. The deadline for the City to transmit check issuance files via direct transmission to the bank is 9:45 p.m. CT. The deadline for the City to submit manual entry or file upload via ACCESS Online is 9:30 p.m. CT.

Additionally, ACCESS Online will enable the City to use the Internet to review digital images of all exception items, and instruct J.P. Morgan to pay or return each item from a single page. Payee name exceptions are conveniently delivered along with all other types of exceptions, so the City can easily employ the most up-to-date fraud protection services. Email notification offers a convenient way to know when exceptions are available for review. For the City's convenience, images of exception items are also available via mobile devices using ACCESS Mobile.

J.P. Morgan first reviews and scrubs the exceptions to verify that there are no misencoded items. A notification is emailed based on the customer defined email groups at the beginning of the following business day. Authorized the City users are provided the report of exceptions upon log on for pay/return decisioning. The exception items report provides both a front and back image of each item.

Authorized the City users simply click on the check number of each item to view front and back check images. They can select the pay or return button for each item, or select the pay all or return all button, and then electronically submit the decisions to the bank. The City receives an online confirmation indicating the submission was successful. The confirmation can be saved electronically or printed for future reference. No special software is needed for this functionality.

To prevent check fraud, the City can view images of positive pay exception checks before authorizing payment.

The City can view images of positive pay exception checks online before authorizing payment

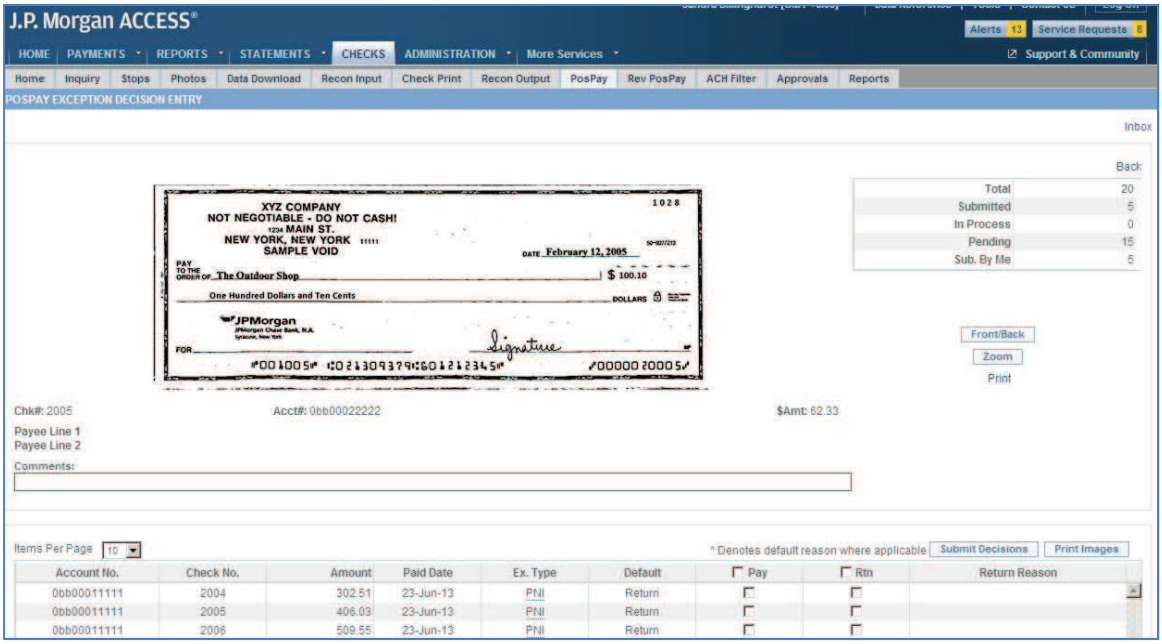


Figure 9

Payee Name Verification

J.P. Morgan's positive pay payee verification provides an additional layer of fraud prevention protection. For payee verification, the City provides the bank with payee names in your check issue file transmission, file upload, or manual entry.

While positive pay matches the MICR information of your presented check to the issue file, payee verification takes the additional step of validating that the payee name matches issue file payee information. Our payee name review digitally interrogates the payee name and also looks for alterations or additions above, below, or to the right of the payee name that would change the payee identification. Mismatched items are visually evaluated to eliminate digital interrogation reading errors and then are sent to the City in the daily positive pay exception reporting for your decisioning.

The City will receive additional fraud protection by selecting J.P. Morgan's payee verification

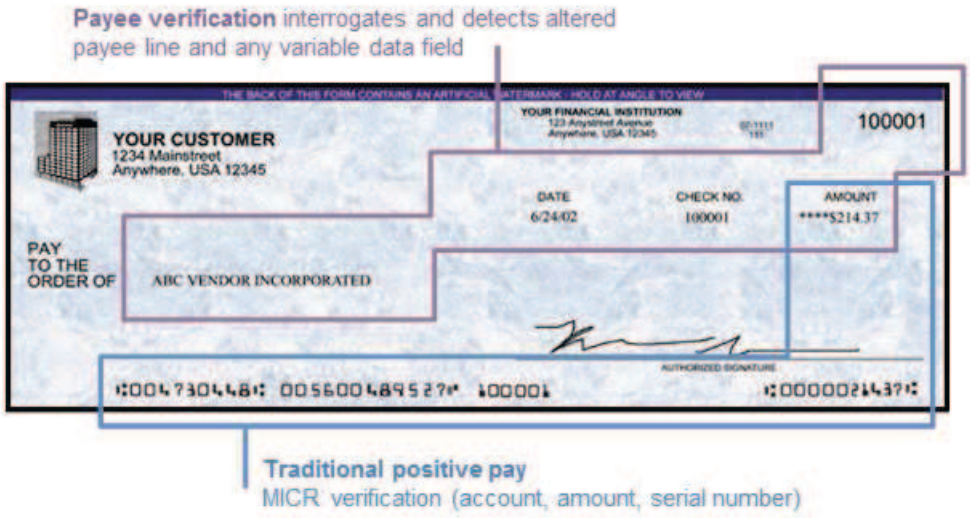


Figure 10

Teller Line Positive Pay

Teller Line positive pay is the strongest defense available to prevent check fraud. Within one hour of receipt of the City's issue file, we will update our teller line systems. When a check is presented for payment at a Chase teller window, the teller system determines the validity of the check issue prior to payment. Items not found as matching open entries on the issue file will be denied encashment. Checks deposited at a Chase ATM are screened against the positive pay records. Checks not matching your issue records will have a fund availability hold placed against the check amount allowing for your positive pay exception review and a pay or return decision before the check amount is available to the depositor.

Full Account Reconciliation

Our account reconciliation services solution will continue to simplify and automate the City's reconciliation and reporting process to save you the expense and time associated with the manual balancing of your bank statements. We offer a broad range of account reconcilement services – from robust reports with detailed information on all checks issued and posted to a simple listing of paid checks – that gives you fast access to account information and help protect the City from fraud.

Full reconciliation will continue to provide the City with a complete reconciliation of outstanding and paid checks, with the option of reconciling accounts by the week, month, fiscal or calendar year in a format tailored to meet your needs. You

provide us with detailed check issue data, including account numbers, check numbers, issue dates, dollar amounts and reference information (up to 15 bytes).

With check issued data, J.P. Morgan will perform a full reconciliation of activity in the account, delivering a reconciliation report package online via ACCESS Online or on CD-ROM. The standard full reconciliation package includes an account statement, balance sheet, paid and outstanding check listing, plus a summary including check number, issue date, amount paid and paid date.

Account Reconciliation Reports

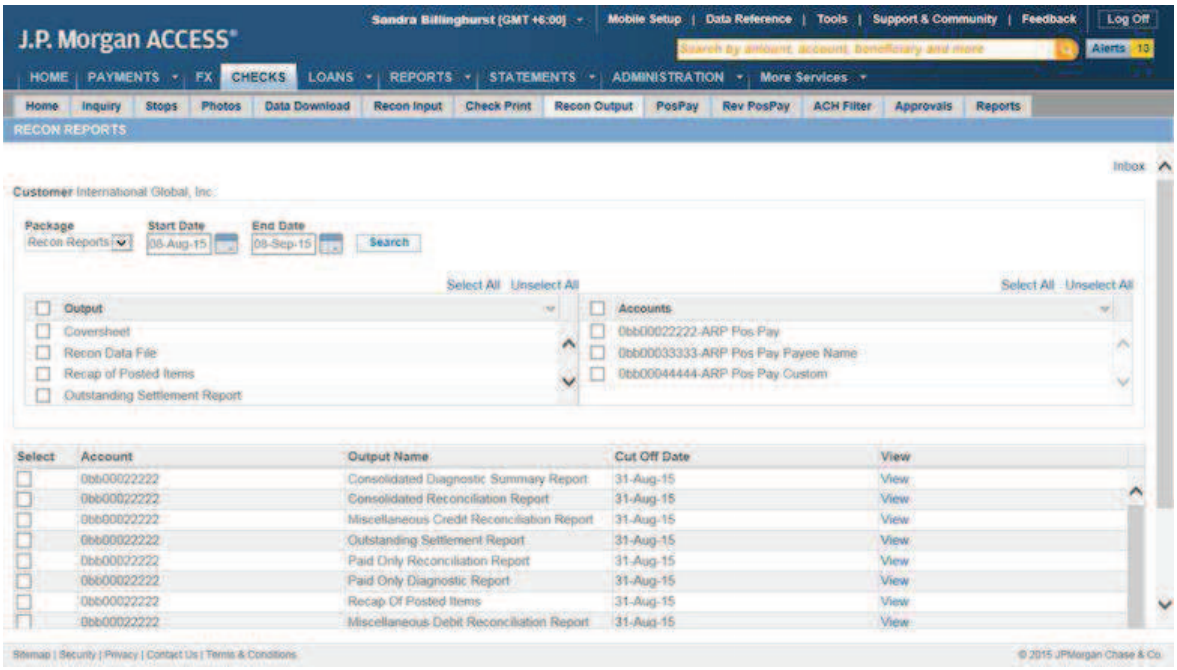


Figure 11

5. ACH – The City requires a robust ACH system with the capability to create ACH credits for direct deposit of payroll and vendor payments, and to direct debit customer accounts for A/R and utility billing charges.

☒ Yes, can provide as requested/required. ☐ No, cannot provide as requested/required.

Comment:

J.P. Morgan will continue to provide the City with the capability to create ACH credits for direct deposit of payroll and vendor payments, and to direct debit customer accounts for A/R and utility billing charges.

Based on the City's operational requirements, J.P. Morgan recommends:

- ACCESS Online for lower volume transaction files. ACCESS Online is a fully integrated, browser-based platform that provides easy-to-use applications for all of your information, compliance and portfolio management needs.

Exhibit "F"

- The secure file transfer protocol (SFTP) transmission method for large batch origination.

Direct Deposit of Payroll

The City's employees can receive automatic electronic payroll payments to a designated checking or savings accounts using J.P. Morgan's ACH system.

One or two days in advance of the designated payday, the City will send the bank a file containing the total amount to be paid electronically to your employees' designated accounts. The offsetting amount will be charged to your designated account at J.P. Morgan on the day-of-settlement (payday).

Vendor Payments and Direct Debits

The City can make vendor payments and create direct debits to customer accounts for A/R and utility payments using ACCESS Online and direct transmission.

J.P. Morgan recommends that the City uses ACCESS Online for lower volume and manual entry of ACH payments. In addition to initiating payroll, this service also facilitates disbursements and collection.

For large volume transactions the City can use any one of industry standard NACHA file formats (e.g., ARC, CCD or PPD), the City sends the file to J.P. Morgan through a common protocol, such as secure file transfer protocol (SFTP).

Exhibit "F"

6. ***ACH DEBIT BLOCKING – The City requires ACH debit blocking capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.***

☒ ***Yes, can provide as requested/required.***
☐ ***No, cannot provide as requested/required.***

Comment:

To protect the City's demand deposit accounts (DDAs) from unauthorized ACH transaction, J.P. Morgan will continue to provide ACH debit blocking capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

ACH Debit Blocking enables the City to:

Block:

- All ACH transactions
- Specific originators
- By dollar amount
- By date

Allow:

- All ACH transactions
- Specific originators
- By dollar amount
- By date

ACH debit blocking enables the City to specify which companies are authorized to post ACH debits to the City accounts, blocking those that are not authorized. The City can also set dollar limit ceilings, or block all debits from posting.

With our daily ACH Debit Block Transaction report, the City receives a listing of all transactions that are blocked. Data is transmitted via Voltage SecureMail to indicate blocked transactions, or an optional email indicating that no transactions are blocked.

7. ***ELECTRONIC DATA INTERCHANGE – The City requires Electronic Data Interchange ("EDI") service capability with the ability of obtaining monthly reports and transacting vendor payments.***

☒ ***Yes, can provide.*** ☐ ***No, cannot provide.***

Comment:

ACCESS Host-to-Host Reporting delivers consolidated reporting of remittance data for ACH and wire receipts posted to J.P. Morgan demand deposit accounts (DDA). Data is presented in standard formats and is sent via a variety of standard communications connections. Host-to-Host Reporting transaction reports include details that may not be supplied through standard bank reporting tools.

The City has the option to choose to receive the remittance data through a variety of formats and transmission interfaces as follows:

- EDI ANSI X12 file formats (820 and 823)
- SWIFT ISO20022 (camt 52 and camt 53, CGI Version 2)

Exhibit "F"

8. ***WIRE TRANSFERS – The online banking system must provide for initiating wire transfers as a normal course of business. Wires may be one time wires or be set up as repetitive wires of varying amounts.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

ACCESS Online offers a complete range of funds transfer services supporting both predefined (repetitive) templates and free-form formats.

9. ***REMOTE DEPOSIT CAPTURE – The City is currently utilizing and requires direct deposit capture services. The City owns one (1) Canon Image Formula CR190i scanner used to process checks received.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

The City can continue to utilize image cash letter (ICL) for your direct deposit capture services. By utilizing ICL the City is clearing checks through the most efficient method.

Our image cash letter solution allows the City to image all of your paper items and transmit them to us electronically for clearing. As part of this process, our solution reviews your check images and accompanying data to determine the optimum clearing method:

- Automated clearing house (ACH)
- Image exchange, or substitute check processes

In addition, as we process a significant number of transactions as on-us items, we can process yours the same way to help you keep clearing costs down.

The illustration on the following page provides an overview of the image cash letter process flow.

Exhibit "F"

Image Cash Letter Overview

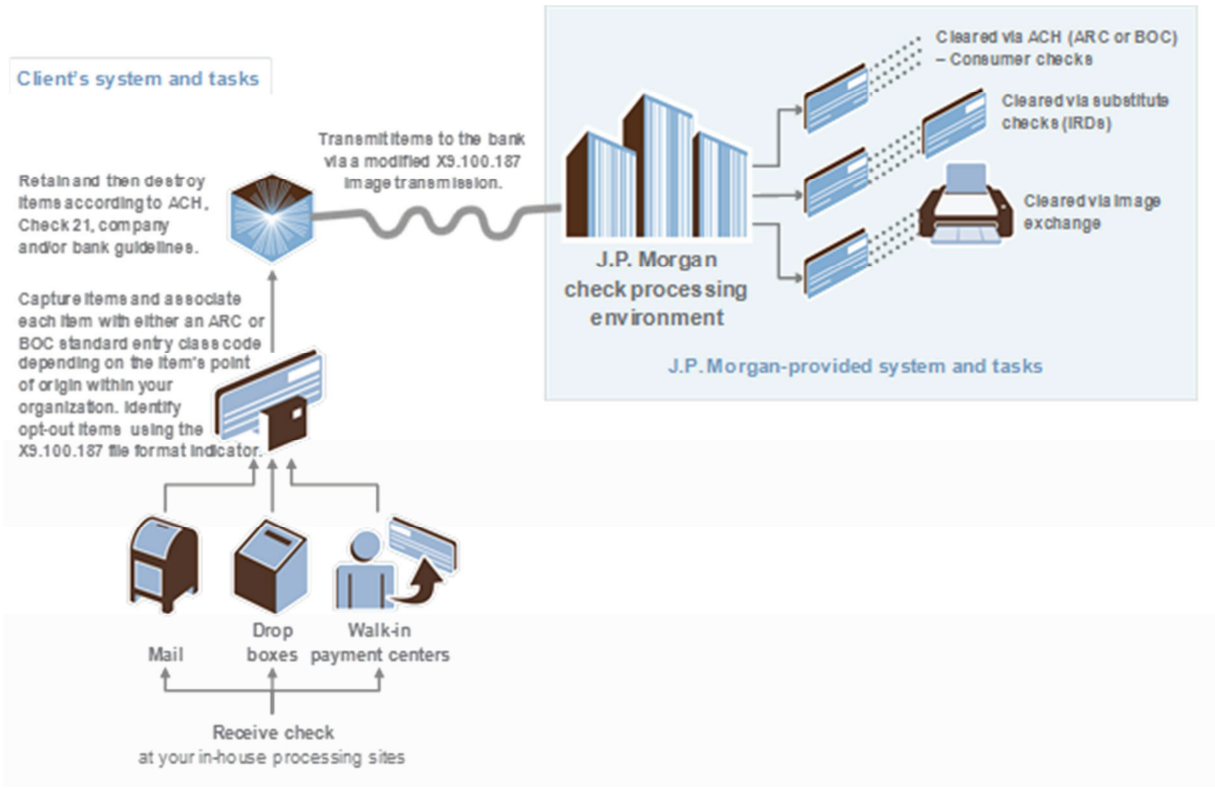


Figure 12

The City will continue to benefit from:

- Image-Enabled Routing Transit Numbers: J.P. Morgan currently sends to more than 22,000 routing transit numbers. The bank updates routing transit numbers on a quarterly basis.
- Competitive Availability Schedule: We base availability by the bank on which the deposited check is drawn and the time the deposit is made.
- Electronic Notification of ICL Transmission: the City will receive an electronic notification for each ICL file it transmits to the bank, whether successfully or unsuccessfully. We send notification, including the number of items and dollar totals, to designated recipients via email or XML transmission.
- Advanced Image Quality Analysis Processes: We use a two-pass process to identify suspect items. The process determines whether items are acceptable for presentment to the paying bank or are nonconforming images (NCIs).

- Image Quality Processing: This helps reduce adjustments, potential privacy violations and fraud. Quality checks verify that ICL-deposited items are correctly debited and credited to the proper account(s), for the precise value(s).
- Codeline Match Quality Processes: We use, and were one of the first providers to implement, a process to verify that check data associated with an image matches correctly to the item.
  - This greatly reduces errors by having the item properly routed to the correct paying bank and debited to the relevant account.
  - It also reduces the risk for downstream adjustments and potential privacy violations if a consumer's check is inserted into another customer's account statement.
- Duplicate File Detection: Our transmission management process includes duplicate file review against the database for the previous 45 days of transmission activity. To guard against duplication, the bank reviews file headers for volume, value, composition date and time, and sender details. Files also will not be processed if the header and/or detail records indicate zero dollar value. We provide timely email and telephone notifications to minimize service disruptions.
- Enhanced Landing Zone: We assign the City's deposits float and pricing based on the time the file is received and acknowledged, not at another point later in the process.

10. CONSUMER BILL PAY PROCESSING - The City requires this service (sometimes referred to E-Lockbox) for receipts of utility and other payments generated from personal customer bank bill pay programs. On a daily basis, the remittance data and payment amount captured during processing must be transmitted to the City for the update of the accounts receivable file.

☒ Yes, can provide as requested/required. ☐ No, cannot provide as requested/required.

Comment:

The City will continue to receive consumer bill payments using ACH eLockbox. ACH eLockbox streamlines the City's receivables posting process by consolidating electronic payments received from multiple sources into a single deposit. On payment receipt, we generally credit your account promptly the morning of the next business day after receipt of payments. Our Transaction Repair service streamlines the exception process by allowing you to review and repair exception items online for faster posting to your back-office system. We provide you with a single accounts receivable file and upload this data into your back-office system to help you save time, improve productivity and reduce costs.

Exhibit "F"

11. ***POST NO CHECKS – The City requires the fraud protection feature or service that prevents checks being presented for payment to be posted to the accounts from which checks are not issued.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

We will continue to provide the City our post no checks block service to guard your accounts. This service blocks all checks from your J.P. Morgan depository account or account used for electronic debits only.

12. ***FUNDS AVAILABILITY – The City requires, at a minimum, same day credit for all transactions submitted before 4:00 P.M., subject to the bank's availability schedule.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

Deposit Cutoff Times	
Cash Deposits	
Branch Deposits	Times vary by location, but are typically between 5:00 p.m. and 6:00 p.m. local time.
Branch Night Drop Deposits	7:30 a.m. local time. • Select branches offer a second opening in the early afternoon. Deposit cutoff times are clearly indicated on the face of the each depository, as required by law.
ATM Deposits	11:00 p.m. CT. • Deposit cutoff times are clearly posted at each ATM.
Vault	Our Austin vault has the following cutoff times: • Cash-Only Deposit: 8 :00 p.m. CT • Mixed (Cash and Check): 3 :00 p.m. CT • Check-Only: 3 :00 p.m. CT
Check-Only Deposits	
Remote Deposits	• **Image Cash Letter** • *Standard*: 9:00 p.m. CT with availability based on endpoint.
Paper Check Deposits	• **Paper Check-Only Deposits**: Must be received at the check processing facilities by 4:00 p.m. local time to receive same-day ledger credit. Availability is based on endpoint.

Exhibit "F"

Deposit Cutoff Times	
Electronic Deposits	
Wire Transfers	Wire transfers are credited and available in near real time throughout the day. The cutoff time for incoming credits is the close of Fedwire, which is 5:00 p.m. CT.
ACH	The City will receive availability (memo post) for ACH collection on opening of the business day on the settlement date. A hard post of the funds will occur at the end of the business day. Any same-day originations will be settled at the end of the business day.

Please see Appendix 1 for our availability schedules.

13. ***EMPLOYEE CHECK CASHING – The City requires the bank to cash checks issued to employees (with proper identification) without service charges or fees to the employee or the City, and without requiring the employee to open an account with the bank.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

J.P. Morgan will continue to offer the City free check cashing for items drawn on your J.P. Morgan account.

14. ***RETURNED CHECK REPROCESSING – The City requires deposited checks to be processed for collection at least twice before making non-paid checks available to the City. The City prefers to receive rejected items electronically. The City requires same day notification of all returned items in excess of $5,000.00.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

J.P. Morgan automatically redeposits return items if they have been returned for a reason that is eligible for redeposit, such as non-sufficient funds (NSF). Return items can be redeposited one time.

The City can receive a call from J.P. Morgan for all returned items in excess of $5,000.00.

Exhibit "F"

15. ACCOUNT ANALYSIS – The City requires account analysis statements by individual account and at group level, reflecting average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost, delivered to the City on a monthly basis. This requirement applies to "No Fee" or "Fee Waiver" applications.

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

The City will receive an account analysis statement each month identifying all services provided, product volumes and the resulting service charge incurred. The statement captures a monthly summary of your balances and service charges. Analysis statements are provided for each account and on a group summary basis.

You can retrieve electronic account analysis statements via ACCESS Online on the sixth business day after month end and up to 13 months of statements are available. All sections of your account analysis statement may be viewed, printed, and exported through ACCESS Online. Analysis statements will be available in PDF, Excel and CSV formats. The City can group specific accounts and billing relationships together for online analysis purposes, and create user profiles giving access to specific accounts or billing relationships as required.

The City will benefit from online access with:

- Faster delivery: The PDF version is available on the sixth business day
- Robust encryption technology: Allows you to export billing statement data into Excel format or text (CSV) for further analysis purposes.
- Grouping of multiple billing accounts: Allows you to group specific accounts and billing relationships together for online analysis purposes.
- Control over user administration: Security administration allows you to create user profiles giving access to specific accounts or billing relationships as required. It also allows you to reset user passwords.

Exhibit "F"

16. BANK STATEMENTS – The City requires that statements be rendered within five (5) working days after the close of the calendar month. Monthly cutoff of statements must occur on the last calendar day of each month. Accounts shall not be placed in dormant mode for inactivity. The statement shall include debits and credits made on the last day of the period and the detail items. Bank statements must be received on a monthly basis, even if there is no activity for the account. Checks and deposit slip images must be provided in a manner that the City can download them or save them to their internal storage systems.

☒ ****Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

The City will receive monthly account bank statements for each account from the bank. J.P. Morgan's account bank statements are available via secure Internet delivery with ACCESS Online, thereby providing the City with comprehensive reporting in the most timely and efficient manner. Our electronic account bank statements are identical to the paper statements mailed to clients and are available within two to three business days after the statement cutoff date. Paper statements are mailed to clients within three business days after the statement cutoff date.

The account bank statements provide a summary of credit, debit and paid check activity for the statement period, and balances at the start and end of the period. They also provide a detailed chronological listing of all credit and debit transactions. For each transaction, the entry provides the ledger and value dates, the dollar value of the transaction, and detailed transaction description. It will also provide closing ledger balances.

The account bank statements include all transactions posted to the account including all checks paid by check number with paid amount. Electronic account bank statements also include images of checks paid during the statement cycle. Correction entries made by the bank will be included on the statement as well.

The City will receive the following benefits with our electronic bank statements:

- Security measures include machine registration and the convenience of using a single sign-on to retrieve statements and perform entitlement via ACCESS Online.
- Email alerts are sent to notify authorized City users when the account bank statements are available for download.
- Your authorized users will be able to print and view a statement as it would be presented in its original paper form.
- You can search for transactions by opening the statement as well as clicking on the image icon next to the statement name to see an image of the front and back of the cancelled check.

- In addition, you can save and print the statement in PDF format as well as export data to a Microsoft Excel spreadsheet or in CSV format. The Excel and CSV formats are available 24 hours before the PDF.

Check and Deposit Slip Imaging

The City will receive images of all on-us transactions (paid checks, deposit slips, advices/adjustments) and ARP reports through ACCESS Online. Check images, account bank statements and ARP reports are stored for seven years.

We recommend the City use our online imaging via ACCESS Online for your checks and deposit slip imaging needs. This service includes an advanced upfront check search functionality that provides the City with the complete status of each check. The City can perform single and range-based searches by account number, check number and amount, sequence number, paid and issue dates and payee name. The results tell you whether the check is still outstanding, has an active or revoked stop, is canceled (voided), was returned or has paid.

ACCESS Online offers paid check images with a number of viewing functions (i.e. front and back, zoom)

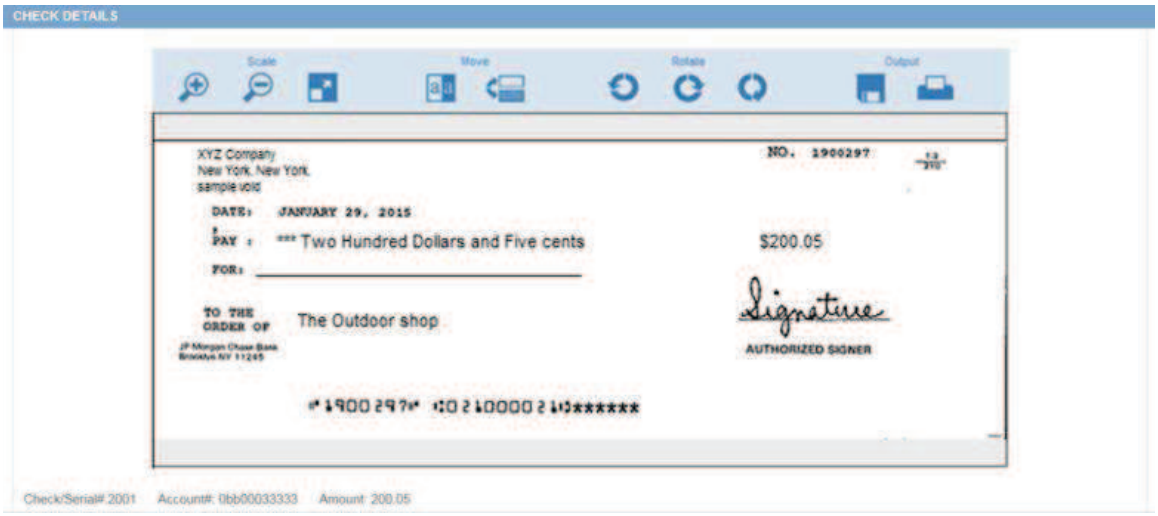


Figure 13

*Accounts with no external monetary activity for 24 months become inactive. Accounts become dormant after 30 months of inactivity. J.P. Morgan is willing to work with the City to build a process that will help make sure an account does not go dormant.

Exhibit "F"

17. ***PAYMENT FOR SERVICES – The City expects to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

The City can pay for services provided by the bank with balance compensation (earnings credit allowance) and/or fee compensation.

- Balance Compensation: To offset service charges, the City may choose to leave balances in your accounts and receive an earnings credit allowance.
- Fee Compensation: If the City chooses a fee compensation plan, you would manage your accounts to minimize collected balances and would not use balances to offset any service charges. Total service charges are debited from designated accounts, generally monthly.

If the average available balances are sufficient, the earnings credit allowance offsets the service charge. Should the level of balances not fully cover the fees, any remaining service charges are debited from designated accounts on a monthly basis.

18. ***ACCOUNT SETTLEMENT – Settlement of the excess/deficient condition as reflected by the group level account analysis is required to occur on a quarterly basis. If deficient, settlement must be made by direct debit to the City's Operating Account.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

J.P. Morgan can provide account settlement on either a monthly or quarterly basis.

19. ***RESEARCH – The City requires that all research requests are responded to within three business days of the request.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

The City's research requests are acknowledged within two hours of receipt. The bank has established turnaround times for research and adjustment items. Our goal is to resolve 95% of research and adjustment items between 24 and 48 hours; however, certain requests may take longer.

Maria Arreola, the City's assigned dedicated client service professional (CSP), will provide you with cross product support. She will be your primary point of contact for all of your day-to-day questions and inquires as well as your research requests.

20. ***BANK ERRORS – Bank errors resulting in lost interest to the City must be reimbursed by the bank to the City, utilizing a mutually agreed upon method of reimbursement.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

Should the bank cause an error resulting in lost interest to the City, we will work with you to rectify the problem utilizing a mutually agreed upon method of reimbursement.

21. ***SWEEP/INVESTMENT ACCOUNT - Applicants must provide a description of the bank's best "hard dollar" interest earning option. If a sweep option is proposed, applicant must confirm its compliance with Local Government Code Chapter 2256, the "Public Funds Investment Act" ("PFIA"), and the City's Investment Policy.***

☒ ***Yes, can provide.*** ☐ ***No, cannot provide.***

Comment:

During this low rate option, J.P. Morgan recommends utilizing the ECR to offset banking services. Any excess funds can be placed in our J.P. Morgan's High Yield Savings Account via transfer from ACCESS Online which will be fully collateralized. We have provided information on other accounts that the City may consider.

Investment Sweeps

As a leading liquidity solutions provider, J.P. Morgan offers an extensive array of automated intraday and end-of-day investment sweeps to help clients efficiently invest account balances, maintain full intraday liquidity and meet investment guidelines. Investment sweep services afford competitive returns while simultaneously providing fluid integration with the City's operating accounts.

- **Innovation**. We continuously strive to maintain our position as a global leader in cash and liquidity management. In the past year few years, the bank invested $106 million in its global liquidity platform to deliver a broader selection of capabilities, more reliable service, and a consistent client experience around the world.
- **Convenience**. J.P. Morgan's automated investment sweeps can provide convenience and greater investment efficiency. Funds are automatically invested directly from the City's account based on flexible investment parameters that you set - investing all or part of the City's daily balances.

- **Transparency**. We expanded our electronic banking platform with J.P. Morgan ACCESS Liquidity Solutions that helps clients like the City actively manage global liquidity, reduce risk, and improve coordination across enterprises. J.P. Morgan ACCESS Liquidity Solutions provides real-time visibility into cash positions globally and monitors daily cash movements to increase transparency and control of the investment sweep process.

The City can use the breadth of our services, reputation, and financial strength and stability to help build upon the efficiency and value of your own cash management operation. Below please see a detailed breakout of sweep investment options available to the City.

Sweep Options	
J.P. Morgan Money Market Funds (MMF)	
Exposure	The specific MMF selected; see prospectus.
Rating*	
Sweep Type	End-of-day and intraday.
Timing	• Last transaction of the business banking day. • Intraday – 1 hour prior to fund close.
Return of Funds	• The morning of the next business day. • Intraday – only when DDA balance falls below target.
Interest/Dividends	Dividends accrued daily paid monthly based on 365 day basis.
Restrictions/Comments	• U.S. corporations/entities must invest in U.S.-registered funds. • Non-U.S. entities may be available to invest in Offshore funds subject to applicable laws, rules, and regulations. • See prospectus for Fund details.

*Ratings were issued by Standard & Poor's and Moody's. Credit ratings are provided for information purposes only. Credit ratings are solely the opinions of the rating agencies. J.P. Morgan does not endorse, and accepts no responsibility for, the credit ratings issued by the rating agencies. Credit ratings may be changed, superseded or withdrawn by the rating agencies at any time.

Interest Bearing Accounts – Hybrid DDA

In today's current rate environment, the City may consider using our Hybrid Demand Deposit Account (Hybrid DDA), which provides a combination of an earnings credit allowance on non-interest bearing balances to offset banking service fees and an interest rate on balances over a predetermined threshold.

Exhibit "F"

J.P. Morgan's Checking with Interest account provides a unique option of either paying interest on 100% of the collected account balance or providing a combination of earnings credit and interest. The earnings credit/interest combination is also referred to as our Hybrid Demand Deposit Account (Hybrid DDA) product, which combines a traditional DDA that receives an earnings credit rate to offset service fees with an interest bearing account. Balances up to a predetermined threshold earn an earnings credit allowance to offset bank service fees, with balances above the threshold earning hard dollar interest. Interest accrues daily and is paid monthly.

A Hybrid DDA offers the following benefits:

- Operating efficiency – Can be operationally more efficient for optimizing cash than managing a sweep or direct investment because the funds remain in one cash account and are available for use as needed. It may also reduce the cost that can accompany a sweep option
- Full utilization of cash balances
- Full liquidity – Balances are fully liquid throughout the business day with no restrictions on withdrawals
- An attractive rate of return – In the current market, the Hybrid DDA can offer a competitive rate of return as compared to other short-term investment products

22. AUDIT CONFIRMATIONS – Successful applicant must provide account balance audit confirmations to the City's audit firm annually at no charge.

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

We will continue to provide account balance audit confirmations to the City's audit firm.

23. BALANCE ASSESSMENT – Applicant must state how the FDIC Insurance Assessment on balances will be treated: (treatment must be reflected on the attached Bank Services Fee Schedule as well)

☐ ***Fees to be waived.***

☐ ***Fees to be partially waived.***

☒ ***Fee to be passed in full to the City.***

Comment:

J.P. Morgan charges a Premium Assessment Fee (PAF), which is a monthly administrative fee assessed to address various regulatory and other charges affecting J.P. Morgan. The fee is set by J.P. Morgan, in its sole discretion, and is subject to periodic review and adjustment. As with other eligible banking series fees, PAF may be offset by the earnings credit allowance.

Since October 1, 2008, the Federal Reserve has paid interest on reserves held at the Federal Reserve by member banks. J.P. Morgan passes this benefit to clients by basing the earnings credit on 100% of the eligible balance of non-interest bearing demand deposit accounts.

The following formula is used to calculate the PAF:

Premium Assessment Fee
Charge Rate x Monthly Average Positive Ledger Balance x (Actual Days in Month / Actual Days in Year)

24. RESERVE REQUIREMENT – Applicant must indicate whether or not a reserve requirement on balances used in calculating earnings credit is required.

☐ ***Yes.***

☒ ***No.***

Reserve Requirement _____%

Comment:

In calculating the earnings credit rate (ECR), J.P. Morgan currently does not deduct the reserve requirement from the available balance.

25. EARNINGS CREDIT RATE – Applicant must state the ECR being proposed.

ECR ___40__%

Comment:

J.P. Morgan is pleased to offer the City a very aggressive ECR to offset banking services. The City will receive the bank's Premium ECR plus 5 basis points, currently at .40 bps.

Exhibit "F"

Services That May Be Considered

The following services are optional and may be considered by the City for award; please indicate the applicant's ability to provide the services as described and the associated set-up, maintenance and/or per item processing charges:

1. ***BANK PROVIDED ATM – The City may consider installation of a bank provided ATM for employee and public use.***

   ☐ ***Yes, can provide.*** ☒ ***No, cannot provide.***

   Comment:

   Based on our experience, J.P. Morgan does not feel that a one-off ATM(s) is cost effective for the City. However, for the City's convenience, J.P. Morgan recommends the City utilize one of our 12 ATMs located within the City's limits.

2. ***INTEGRATED DISBURSEMENT SERVICES – The City may consider different levels of outsourcing for its disbursement function including, but not limited to, check printing and distribution.***

   ☒ ***Yes, can provide.*** ☐ ***No, cannot provide.***

   Comment:

   The City can use Host-to-Host Payments to initiate ACH, domestic and international wires, Corporate Quick Pay, single use account, and check payments. Host-to-Host Payments enables the City to deliver high value and low value payments and check print requests, as well as direct debits, via a single or mixed payment file. Host-to-Host Payments combined with check print outsourcing services to move the check print function out of your account payables process.

   To address the City's need for a disbursement outsourcing solution, J.P. Morgan proposes that the City use ACCESS Online payments. ACCESS Online saves you time by providing a standardized workflow across all payment types. ACCESS Online allows your authorized users to initiate and manage ACH, wire and account/book transfers from the same screen, in the same way. Following single sign-on with just a few clicks, your authorized users can make payments, create templates, view account balances and customize pages.

   ## ACCESS Online Check Print Overview

   J.P. Morgan's Check Print service provides the City with a comprehensive print-to-mail solution for processing large volumes of checks. We have offered check print and dispatch services for more than 20 years. Designed to help you lower operating costs, our service removes the City's need to maintain printing

equipment and unnecessary overhead associated with printing checks or remittances advices. Our services help to:

- Reduce costs associated with maintaining in-house print operations.
- Free the City resources to focus on core competencies.
- Eliminate capital investments in machinery and technology.
- Rely on tested and proven disaster recovery capabilities.
- Reduce the risk of fraud through advanced fraud prevention technology.

The City can submit check print instruction files via:

- Direct transmission
- Web file upload or check direct entry through ACCESS Online

We generate online file confirmations to authenticate each transaction and alert the City to any issues. Validated files are routed to one of our two advanced print facilities, and printed and mailed by the following business day. Then we print, insert and forward the checks and remittance details to you or your payees via U.S. or Canadian mail or courier.

Check print requests are sanction screened prior to printing. Checks that pass sanction screening are sent downstream for print. Checks that are flagged as suspect, after the initial review, are not printed until a pass status is received. Any check that may be delayed for print is listed with a status of “pending investigation” in the online reports. Most suspect items pass after the sanction screening team reviews additional information provided by our check print system. If further information is required to complete the sanction screening, your client service professional will contact you. Once the check passes screening, it is sent for printing and mailing, and the online status is updated.

Payables fraud protection services are required for check printing. Check issue information is automatically generated and sent to our account reconciliation processing (ARP) platform. Check issues are sent to all Chase teller systems across the country, to offer positive pay fraud protection and payee name match service at the teller window. Upon presentment by the payee, the item would be immediately scanned by the teller and then matched to the authorized check issuance details provided by the City. If there are any variations to the payee name details or the item was not found on our records, the encashment request would be denied and the payee would be advised to contact the City. This level of protection is just one of the many benefits you may realize in choosing J.P. Morgan as your check print outsourcing provider.

Checks deposited at a Chase ATM are also screened against the positive pay records. Checks not matching your issue records will have a fund availability hold placed against the check amount, allowing for your positive pay exception review

and a pay or return decision before the check amount is available to the depositor. Payee name verification is not part of the ATM positive pay review.

Through significant infrastructure and technology investment in our U.S. printing facilities, we can offer the City a low-cost, high-quality printing solution that is designed specifically for you and can be adapted as your needs change.

J.P. Morgan's check printing platform features include:

- Standard templates for accounts payable, payroll, claims, and dividend checks.
- A postal net barcode provides for processing efficiencies with the U.S. Postal Service, which translates into postal discounts that leverage not only your own volumes, but those of our other clients as well.

New check paper stock provides security features, such as chemical sensitization, invisible fluorescent security fibers, security watermark, micro printing, control numbers and security alert verbiage.

Exhibit "F"

Check Print Services – Process Flow

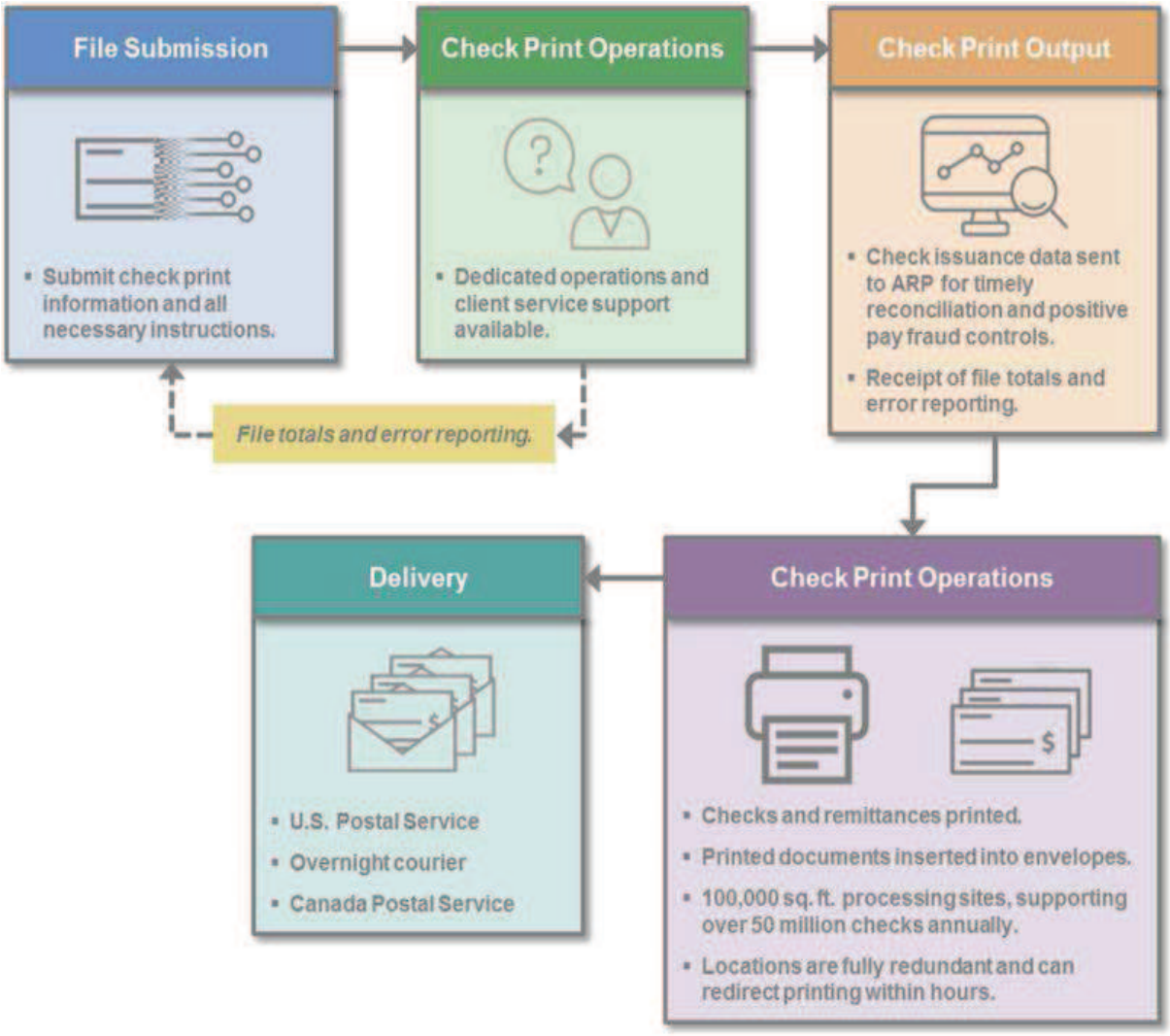


Figure 14

Our quality controls throughout the bank are an area of continual focus and improvement for us. With check print, as with all services, we will not sacrifice the accuracy of our work for any other consideration. For purposes of audit control and security, J.P. Morgan's standard check print process uses blank roll feed stock, with digitized logos and signatures applied electronically to each item as it is printed. We recognize the importance of printing high quality checks to maintain low check reject rates. As such, samples of checks are requested periodically throughout the day by the Quality Control area. Sample checks get tested for both MICR quality and conformity to the established check specifications. Should the checks not pass the MICR quality test, the checks are not permitted to be mailed. They are securely shredded, reprinted and quality checked again for proper adherence. If the issue is determined to be file-based,

internal J.P. Morgan technology contacts are engaged to troubleshoot and resolve the issue.

Duplicate file checking is performed prior to any document being printed. Additionally, we have an Automated Document Factory (ADF), a workflow solution used in our Ohio and Texas facilities. The ADF serves as a job and piece-level tracking solution for the entire document workflow from print through dispatch. As each separate print job gets processed, ADF allows operators to match file item counts to actual page counts upon completion of each job. Should a discrepancy occur, ADF can be used to identify the exact page where the count became out of synch, to quickly troubleshoot and resolve the issue. The results are then logged and validated by a supervisor, before the printing process is restarted. The final production output is then recorded.

3. ***COURIER SERVICE – The City may consider the use of a courier service to make daily deposits from one central location to the financial institution. Can the bank provide this service and, if so, how would it be billed?***

☐ ***Fees to be waived .***

☐ ***Fees to be partially waived; billed through analysis.***

☐ ***Fee to be passed in full to the City; billed through analysis.***

☒ ***Cannot provide.***

Comment:

J.P. Morgan recommends keeping the same process in place with your courier service as we do not provide ground-based courier services for the pick up and delivery of domestic paper check or cash deposits.

4. ***REVERSE POSITIVE PAY SERVICE – The City may consider reverse positive pay on the check issuing accounts with limited and infrequent issuance. The bank shall notify the City of the checks presented for payment and the City may select the items to be honored.***

☒ ***Yes, can provide.*** ☐ ***No, cannot provide.***

Comment:

Clients using our reverse positive pay service receive a daily checks-presented file from J.P. Morgan on a same-day or next-day basis. Clients match the presented file to their reconciliation application to identify any exceptions. Optionally, a client may send the bank an exception file of all items that need to be reviewed (i.e., a kickback file). J.P. Morgan will load the exception items into our database, then provide the client with access to the images of the exceptions via ACCESS Online the next day.

Exhibit "F"

5. ***SECURITIES CLEARING, SAFEKEEPING AND CUSTODY SERVICES – If Securities Clearing and Safekeeping Services can be offered for the securities owned by the City, the following requirements apply:***

All securities will be handled on a delivery versus payment ("DVP") basis as they are cleared into and out of the City's account.

The bank must act as securities clearing agent for all security purchases made by the City and for sales of securities from the investment portfolio, and will provide the necessary wire transfer and physical delivery services required to support investment activities. Necessary controls will be negotiated with the Bank. Confirmation of trades must be provided to the City within one (1) business day.

The bank must provide safekeeping services for all securities owned/purchased during the term of the depository agreement pursuant to a "Custodial Agent Agreement" executed between the City and the bank. Safekeeping receipts for all security purchases must be issued within two (2) business days. All interest payments on securities held must be posted on the due date or on the next business day in the event the due date falls on a weekend or bank holiday. The City must be notified within seven (7) days of a call date notice for any securities being called prior to maturity.

The bank must provide a web-based safekeeping transaction monitoring and reporting mechanism.

If offered, please provide all itemized fees related to securities clearing, safekeeping and custody services as part of the Response Attachments under Safekeeping Fees.

☒ ***Yes, can provide.*** ☐ ***No, cannot provide.***

Comment:

J.P. Morgan offers a full range of custody services, including:

Settlement: J.P. Morgan provides a transaction and custody service for all major security types in 101 markets. J.P. Morgan may elect to extend Contractual Settlement Date Accounting (CSDA) product functionality that can credit or debit the cash component of a versus payment trade on the contractual settlement date in advance of the actual settlement of the trade. CSDA, if provided, will be extended at J.P. Morgan's sole discretion. CSDA currently covers purchases in all markets and sales in 64 markets, provided we have received complete instructions prior to our stated market cut-offs and there is available settled position for sale trades. In all remaining markets, sale trades settle on an actual settlement basis and funds will be credited to the City's on the actual settlement date.

Upon receipt of a complete instruction from our clients, J.P. Morgan's transaction capture and settlement system will automatically forward the settlement instruction to the appropriate agent bank or depository. Through the use of electronic messaging in all markets, the settlement team is given the maximum amount of time possible to investigate any problem transactions.

Upon receipt of the complete instruction, our agent will transmit the instruction to the market for settlement. J.P. Morgan requires its agent banks to pre-match trades (and to advise in relation to those trades that fail to match) in all markets where this is the standard practice and encourages the process in all other markets.

Where pre-matching is available in a given market, J.P. Morgan will have set our trade instructions to help make sure that the City's instructions are received by our subcustodian bank with sufficient time to affect the pre-match process.

When J.P. Morgan is advised by a subcustodian or depository that a trade has failed to pre-match, this information is relayed to the City, either via SWIFT or J.P. Morgan Markets, to allow all parties to coordinate to rectify the situation. Our client service account managers will also provide assistance by working with the necessary parties to facilitate the settlement process.

Safekeeping: J.P. Morgan provides transaction and custody services for all major security-types and offers the following services:

- **Registration**: The registration status of trades is recorded on J.P. Morgan's trade input system. The trades initially have a status of awaiting receipt or awaiting delivery. When J.P. Morgan has been advised that the trade has settled, the status will move to trade complete.

  For markets where securities are held in physical form, a purchase will then move to a status of at registration when we have been advised that the registration process has begun. All of these updates are reported electronically via J.P. Morgan Markets. Holdings can be viewed at any time to determine whether they are available or at registration.

- **Account Structure**: At the primary level on J.P. Morgan's own system, each client's assets are clearly segregated by the assignment of an individual account number to each portfolio held on behalf of a specific client. At the subcustodian or depository level, the manner in which securities are held by J.P. Morgan on behalf of its clients is determined in the first instance by the local market regulations.

  However, in those markets where omnibus accounts are permitted, securities are generally held in the nominee name of either J.P. Morgan or its local subcustodian. This has resulted from our experience with local market practice and conditions and is intended to provide the swiftest possible settlement practice and the most secure means of safekeeping.

- **Corporate Actions**: J.P. Morgan operates a comprehensive corporate action processing system that is integrated with core processing applications. The timeliness and quality standards for notification and processing are specified in service level documents and performance is regularly measured against these standards to help provide conformity.

The primary sources used for corporate actions across all markets include the network of subcustodian banks, depositories and various vendors from which the firm receives automated feeds of information.

Information is recorded on the corporate actions system and notified to clients holding the stock within 24 hours of J.P. Morgan's receipt. Notification is usually made via SWIFT or J.P. Morgan Markets.

the City can submit instructions via the same methods (SWIFT or J.P. Morgan Markets) and have access to a dedicated 24-hour customer inquiry team. Reminders in relation to outstanding actions are issued daily via J.P. Morgan Markets from five days prior until two days after the J.P. Morgan instruction deadline.

Reporting is provided on an intraday basis via both SWIFT and J.P. Morgan Markets.

- **Income Collection**: J.P. Morgan has a comprehensive income processing system that is fully integrated with its core custody processing system. The specialist income collection teams are based in Bournemouth (U.K.) and Dallas (U.S.) and are responsible for monitoring and processing the income payable on securities in each of the global custody markets.

  The vast majority of income is received and credited timely and accurately on payable date providing the City with the ability to re-invest income on payable date. J.P. Morgan may provide, at its sole discretion, global contractual income crediting for most security types currently available in 43 markets.

6. ***SEPARATE SECURITIES CLEARING, SAFEKEEPING AND CUSTODY SERVICES – The City may select a separate bank to provide Securities Clearing and Safekeeping Services for the securities owned by the City. If the bank would consider such a relationship, please clearly indicate and provide all itemized fees related to a separate securities clearing, safekeeping and custody services agreement as a part of the Response Attachments under Safekeeping Fees. The requirements of the Securities Clearing and Safekeeping Services relationship are described above. Your response to this item will serve as your proposal to offer the services.***

☐ ***Yes, can provide.*** ☒ ***No, cannot provide.***

Comment:

Exhibit "F"

Collateral Requirements

1. ***COLLATERALIZATION – The successful applicant shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Government Code, and the City's Investment Policy. Ledger balance shall determine the total balance level. The successful applicant shall pledge collateral equal to or in excess of the required level on a same day basis. The City's Investment Policy specifies that securities held as collateral shall have a market value equaling at least 102% of the total value of City funds held in excess of FDIC insurance levels.***

   The City shall approve, in advance and in writing, all proposed collateral.

   If prior day ending ledger balance is to be used as the basis for calculating the required collateral pledge, in order to minimize any period where the City balances could be under collateralized, the City will require that the pledged amount be maintained at 110% of the prior day ending ledger balance.

   ☐ ***Yes, can provide as requested/required.*** ☒ ***No, cannot provide as requested/required.***

   Comment:

   The City will inform the bank of changes in the amount or activity of deposits, that may exceed the City's current collateral value, within a reasonable time before the change occurs. Except as noted, the bank can accept the collateral conditions requested by the City.

   Per Section 2257.022 of the Government Code, the total value of eligible security to secure a deposit of public funds must be in an amount not less than the amount of the deposit of public funds:

   (1) Increased by the amount of any accrued interest; and

   (2) Reduced to the extent that the United States or an instrumentality of the United States insures the deposit.

   J.P. Morgan will pledge securities in the amount of 102% of the prior day ending ledger balance.

2. ***COLLATERAL MONITORING –The successful applicant must monitor the collateral adequacy on a daily basis, and shall provide additional collateral, as necessary, to secure balances as required by Code and the City's Investment Policy.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

   J.P. Morgan, through its National Collateral Management Group ("NCMG"), employs a bank developed Corporate Collateral Management System (COAST),

Exhibit "F"

which provides daily monitoring of deposit balances and security value for collateralization purposes.

COAST is reviewed each business day by dedicated Collateral Managers for customer collateral requirements. Collateral requirements are based upon the end-of-day ledger, deposit account (checking, savings, depository CD's) information (plus accrued interest if any), less applicable FDIC coverage, plus applicable margin (gross-up), if any. The end of day deposits balances are uploaded into COAST the following business morning from the bank's deposit system. NCMG monitors the market value of securities pledged to our customers and compares the market value to the collateral requirements. In the event a market value reduction creates an under-collateralized position, additional securities will be pledged promptly.

3. ***PLEDGED COLLATERAL CUSTODY AND SAFEKEEPING – The pledged securities shall be held in safekeeping at an independent custodian acceptable to both the City and the successful applicant. The original copy of all pledge receipts shall be filed with the City's Chief Financial Officer. Applicant must provide the name of the proposed independent custodian as well as any related fees.***

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

The Federal Reserve Bank (FRB) will provide original safekeeping receipts directly. The City must maintain correct instruction with the FRB to provide delivery of safekeeping receipts. There is no charge of J.P. Morgan's collateral services.

Exhibit "F"

4. ***COLLATERAL SUBSTITUTION – Any substitutions of the pledged securities will be performed as provided for in the City's Investment Policy.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

5. ***REDUCTION AND RELEASE OF PLEDGED COLLATERAL – Any reductions in the total amount of pledged collateral shall be pre-approved, in writing, by an authorized signatory of the City.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

6. ***COLLATERAL REPORT – The successful applicant and the custodial bank shall provide the City a monthly pledged securities report or additional reports as requested by the City. The report must describe the total pledged securities by:***

   Name

   Type / Description

   CUSIP

   Par Value

   Current Face Value

   Market Value

   Maturity Date

   ☐ ***Yes, can provide as requested/required.*** ☒ ***No, cannot provide as requested/required.***

   Comment:

   The Federal Reserve Bank does not provide market value. Except as noted, the bank will provide the City a monthly pledged securities report.

7. ***FIRREA COMPLIANT BOARD RESOLUTION – The Board of Directors or designated committee of the successful applicant, shall be required to provide a Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") compliant resolution of certification, approving the award of the agreement and commitment for delivery of the collateral, to the custodian, not later than five days before the commencement of services. The following is an extract of the FIRREA requirement from the Federal Deposit Insurance Corporation ("FDIC") Code:***

   e) AGREEMENTS AGAINST INTERESTS OF CORPORATION.—

   (1) IN GENERAL.--No agreement which tends to diminish or defeat the interest of the Corporation in any asset acquired by it under this section or section 11, either as security for a loan or by purchase or as receiver of any insured depository institution, shall be valid against the Corporation unless such agreement—

   (A) is in writing,

   (B) was executed by the depository institution and any person claiming an adverse interest thereunder, including the obligor,

Exhibit "F"

contemporaneously with the acquisition of the asset by the depository institution,

(C) was approved by the board of directors of the depository institution or its loan committee, which approval shall be reflected in the minutes of said board or committee, and

(D) has been, continuously from the time of its execution, an official record of the depository institution

☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

J.P. Morgan has policies and procedures designed to comply with applicable state and federal law, including Title 12 USC Section 1823(e), which describes certain provisions needed to diminish or defeat the FDIC's potential claim against the collateral. The Board of Directors of J.P. Morgan has passed a resolution which delegates authority from the Board to certain personnel to, among other things, enter into agreements with governmental entities to serve as a depository and to pledge collateral to secure that entities' public funds deposits. This resolution can be delivered upon request.

Exhibit "F"

Investment Activities

The Public Funds Investment Act, in conjunction with the City's Investment Policy, shall govern the City's investment activity and the successful applicant shall be required to provide services within the constraints of both. Applicants must complete the attached PFIA Certification that acknowledges that they have reviewed the City's Investment Policy.

1. ***DIRECT INVESTMENT ALTERNATIVE – The City's direct investment activities may take place in any and all of the City accounts. The City shall have the right, at its sole discretion, to direct investment of its funds. Interest earnings on interest bearing accounts shall be credited monthly regardless of the amount, with no minimum amount restriction. The Investment Policy outlines the City's options for investing. The Investment Policy is subject to annual review and revision by the City's Council.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

   During this low rate option, J.P. Morgan recommends utilizing the ECR to offset banking services. Any excess funds can be placed in our J.P. Morgan's High Yield Savings Account via transfer from ACCESS Online which will be fully collateralized.

2. ***CERTIFICATES OF DEPOSIT – Certificates of Deposit ("CDs") purchased for the City shall be non-negotiable and shall be registered in the name of the City. The CDs will be insured within FDIC insurance limits, or collateralized in accordance with the RFA requirements. Proof of collateral in excess of FDIC insurance limits must be supplied to the City prior to CD settlement.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

   J.P. Morgan agrees to the conditions of the City's request for Certificates of Deposit. The City currently has a Collateral Account established with J.P. Morgan and all CDs will be insured within FDIC insurance limits, or collateralized in accordance with the RFA requirements. The City will inform the bank of changes in the amount or activity of deposits, that may exceed the City's current collateral value, within a reasonable time before the change occurs.

Exhibit "F"

3. ***INVESTMENT ACCOUNT - Applicants must provide a description of the bank's best "hard dollar" interest earning option. If a sweep option is proposed, applicant must confirm its compliance with Local Government Code Chapter 2256, the "Public Funds Investment Act" ("PFIA"), and the City's Investment Policy.***

☒ ****Yes, can provide.*** ☐ ***No, cannot provide.***

Comment:

During this low rate option, J.P. Morgan recommends utilizing the ECR to offset banking services. Any excess funds can be placed in our J.P. Morgan's High Yield Savings Account via transfer from ACCESS Online which will be fully collateralized.

*The Bank will agree to review the investment policy submitted pursuant to the requirements of the Public Funds Investment Act and will certify to receipt of such policy, and, subject to the following clarifications, its review thereof and implementation of "reasonable procedures" to prevent investment transactions that are not authorized under the City's investment policy. Such clarifications will affirmatively note that, pursuant to such Act, the City will not be relieved of the responsibility from monitoring adherence to such policy itself; that the Bank will not be liable for following the investment instructions of any person authorized by the City to provide such instructions on its behalf or to otherwise notify the City if it receives any investment instructions that are outside the scope of permitted investments under the City's policies; that the Bank is not acting in the capacity of a municipal advisor, nor has it been engaged to nor is it acting in, an investment advisory capacity; and that it has not been granted nor accepted any discretionary investment authority with respect to the City's investments. The certification will further indicate that the "reasonable precautions" undertaken by the Bank to avoid "unauthorized" investments will be limited to procedures that will limit acceptance of investment instructions from only persons authorized by the City and that any instructions received via online portals, such as ACCESS Online, via agreed upon security procedures, shall be deemed to be "authorized".

Please see Appendix 2 for the Certification By Business Organization letter.

Exhibit "F"

Overdraft Provisions

1. ***NET OVERDRAFT DEFINED – The City does not intend to have a net overdraft position occur during the term of the agreement. A net overdraft shall be defined as a negative balance in the City's accounts collectively, not by individual account.***

   ☒ ***Yes.*** ☐ ***No.***

   Comment:

   All client accounts are netted together for tracking intra-day liquidity usage. Real-time balance and transaction information is available via ACCESS Online.

2. ***NOTIFICATION – In the event a check or checks shall be presented for payment where there are insufficient funds in City's collective accounts, the successful applicant agrees to promptly notify the City's Accounting Manager or other signatory person, by telephone or other means, of the overdraft condition, and to provide the City a period not exceeding one business day to respond and rectify the condition.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

3. ***STIPULATIONS – Should a net overdraft condition occur; the following shall apply:***

   Maximum number of banking days the overdraft shall be allowed: 1 day

   Maximum amount of the overdraft: $ No limit

   Interest rate per annum computed on the overdraft: Prime +3%

   Comment:

   Should a situation arise that the City is in a negative collected balance position, J.P. Morgan charges a daily variable overdraft (OD) rate. The fee for overdrafts, which can be offset by an earnings credit allowance, may be assessed on a per-occurrence basis.

   The formula for Negative Collected Balance Fee is as follows: (Negative Collected Balance x OD Rate)/360 days. The overdraft rate is Prime plus 3.00%.

Exhibit "F"

Other Stipulations

1. ***REGULATION NOTIFICATIONS – The successful applicant shall notify the City in writing within thirty (30) days of any changes in federal or state regulations, or laws that would affect any agreement resulting from this RFA.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

   J.P. Morgan will notify the City of any material changes in federal or state regulations or laws that would materially and directly affect the depository contract, as determined by J.P. Morgan. J.P. Morgan will endeavor to notify the City of any applicable additional services that become available to the City throughout the contract period.

2. ***INCOMING WIRE TRANSFERS – Notification of incoming wire transfers shall be made by telephone, fax, or email to the City's Accounting Manager within one hour of the transaction and a written confirmation mailed to the City the same day of the transaction.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

   Notification of wire transfers is available via ACCESS Online.

   Additionally, eServe, the bank's Internet-enabled client service tool, will allow the City to setup notifications in near real time via email-enabled devices (such as PCs, laptops, cell phones, etc.), when specific transactions or events have occurred.

3. ***RIGHT TO CANCEL UNDER FEDERAL OR STATE LAW RULINGS – In the event it would be ruled illegal under the provisions of any federal or state laws or regulations for the successful applicant to comply with the requirements of this RFA or any resulting agreement, then the City expressly reserves the right and privilege to cancel the agreement and to re-solicit applications.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

4. ***ACCESS TO BANK RECORDS – The successful applicant's records relating to the City's accounts shall be open for review during normal business hours by designated City staff members or appointed independent auditors.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

   J.P. Morgan will allow the City's auditors and independent public accountants, including where state or federal assistance is involved, state and federal auditors identified by the City, reasonable access during normal working hours to bank records of the City's as is reasonably required in connection with their examination of the books and records specifically pertaining to the City's accounts, use of funds and services provided by J.P. Morgan to the City. Any access or examination will be: requested in writing; specifically describe the scope and records required; mutually agreed upon as to time and scope; and subject to J.P. Morgan's security procedures and record retention policies. J.P. Morgan may impose reasonable restrictions on the number of individuals allowed access, the frequency and length of access, and the scope of the records made available. the City shall reimburse J.P. Morgan for the reasonable cost of copying, collating, researching and producing archived information. Any examination will be at the City's expense.

5. ***RIGHT TO OPEN & MAINTAIN OTHER ACCOUNTS – The City reserves the right to open and maintain one or more demand accounts at financial institutions not affiliated with the successful applicant.***

   ☒ ***Acknowledged.***

   Comment:

6. ***DEPOSITORY BANK SERVICES AGREEMENT – The City requires that the successful applicant execute a mutually acceptable Depository Bank Services Agreement with the City.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

   Since the RFP did not contain a form of agreement, we have included the links for our sample version of our standard form of Account Terms and representative Service Terms for the services that are the subject of the RFP. In addition to those terms, a mutually agreeable contract will be entered into by the parties. Please note that we are amenable to discussing modifications to our Account Terms and

Service Terms and incorporation of specific provisions where appropriate to try and meet your needs. However, please keep in mind that J.P. Morgan's policies do not allow for:

- The provision of unlimited indemnities;
- Conveyance of intellectual property rights;
- Acceptance of consequential, incidental, or special damages;
- Liquidated damages;
- Agreement to miscellaneous laws, regulations, ordinances, codes, etc. that do not on their face apply to J.P. Morgan as provider of the services that are the subject of the RFP; or
- Deviations from the insurance coverage the bank carries

The standard Account Terms and Service Terms, as applicable to services and accounts contemplated by the RFP, will be incorporated within the final agreement, except to the extent of modifications to which we have mutually agreed, as elsewhere set forth in the final agreement between us.

In addition, any representations, warranties, certifications, and the like, which the RFP may otherwise impute to any proposer submitting a response thereto, are not incorporated into, and may not be inferred, as a result of this submission by J.P. Morgan.

The City has already executed J.P. Morgan documentation for the accounts and services proposed in this response to the City's RFP. Additional account opening documents or service terms may be required from the City for new accounts or services. As part of our efforts to manage our environmental footprint in an efficient and sustainable manner, sample documents are being provided through the links below. Please note that these documents may be modified by the bank from time to time. At the time of your implementation, and based on the specific services you elect to use, you will receive the applicable agreements to be executed from your implementation project manager.

- Sample Account Opening Documents:

  https://www.chase.com/content/dam/chasecom/en/commercial-bank/documents/11-21-us-account-opening-package.pdf

- Sample Product and Service Terms and Agreements:

  https://www.chase.com/content/dam/chasecom/en/commercial-bank/documents/11-21-core-cash-product-service-terms-sample-package-for-gnph.pdf

Exhibit "F"

7. ***SECONDARY DEPOSITORY BANK – As a component of its disaster recovery plan, the City may consider maintaining a contractual agreement for a secondary depository bank relationship should an event occur that makes the primary Depository Bank inaccessible to the City. Depending on the outcome of this RFA for a primary Depository Bank relationship, would the applicant consider entering into an agreement for a secondary relationship?***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

8. ***RIGHT TO TERMINATE – The City expressly reserves the right to terminate any agreement resulting from this RFA with or without cause at any time by providing ninety (90) days written notice to the successful applicant to close its accounts.***

   ☒ ***Acknowledged.***

   Comment:

9. ***TERMS FIXED – All fees, rates, and conditions shall be fixed for the entire term.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

10. ***ONE RELATIONSHIP OFFICER – City requests one relationship manager to coordinate the successful applicant's efforts directly responsible for facilitating all City/applicant interaction:***

Description	Name	Title	Phone
Relationship Officer	Larnell Camus	Executive Director	(512) 479-2720

J.P. Morgan recognizes the importance of providing premier client service that differentiates us from other financial providers. We take a consultative and team approach in building relationships with our clients. J.P. Morgan will service the City of Round Rock's relationship through a relationship team based in Texas. The team is comprised of professionals who have a variety of expertise. Your assigned relationship team is responsible for all aspects of your relationship with J.P. Morgan, including general information, lockbox processing, collateral, vault services, treasury management services, online payments, research and adjustments, check processing and credit card, if applicable.

Larnell Camus will be the City's relationship manager and banker. Your treasury management officer, **Andy Sowa**, will lead the Treasury Services team. All of your day-to-day service issues will be handled by a dedicated client service professional, **Maria Arreola**.

J.P. Morgan is committed to providing the City with outstanding client service. With that in mind, our goal will always be to listen carefully, anticipate your

needs, deliver the solutions that work for you and take responsibility for our actions. We commit to the following client service plan:

- On-site Visits - We are dedicated to making frequent visits to your site to meet with management and key contacts at the City. We believe that personal contact is the key to understanding your business, which in turn is the key to increasing our responsiveness to your banking requirements.
- Regular Communication - Through face-to-face visits and frequent telephone contact, we commit to keeping the City informed promptly on all product and service issues, in addition to offering timely webinars and seminars.
- Anticipation of Needs - We commit to anticipating the City's banking requirements and to bringing new ideas to energize your operations, ideas that help you save time, save money and operate more effectively.
- Error Resolution – Your designated client service professional, **Maria Arreola**, assists you in managing any day-to-day banking issues.

Exhibit "F"

Larnell Camus



Role	Executive Director
Address	221 West Sixth Street, Floor 2 Austin, TX 78701
Phone	(512) 479-2720
Fax	(512) 479-2814
Email	larnell.camus@jpmorgan.com

Responsibilities

Larnell will continue lead the City's banking team focusing on the quality delivery of our services.

She will:

- Serve as your primary point of contact for the bank's full capabilities
- Recommend products and services that meet the City's needs and goals, including financing solutions, treasury management and other banking services
- Oversee delivery of products and services including financing, treasury services and other financial services
- Address your overall satisfaction with the J.P. Morgan banking relationship¶

Biography

Larnell Camus' focus is on government clients in Central Texas. Her primary responsibility is to provide solutions to the City's banking needs and for your overall satisfaction with the bank.

Larnell has been with the bank for 36 years. She began her career at the Heritage Texas Commerce Bank-San Angelo. Transferring with the bank to Austin in 1985, Larnell became a member of the local Treasury Services/Public Funds group for the bank. After seven years in treasury services, she moved over to the Middle Market group as a client services professional. In 1995, with a promotion to relationship manager, she began working with large depository clients and in 2003 took over the Government Banking portfolio.

Larnell graduated from Angelo State University with a degree in Business Administration. Larnell is a member of the Austin Association for Financial Professionals, Government Financial Officers Associations of Texas, and a member of the Women's Interactive Network for J.P. Morgan.

Exhibit "F"

Andy Sowa



Role	Treasury Management Officer
Address	1020 North East Loop 410, Floor 1 San Antonio, TX, 78209
Phone	(210) 829-6149
Cell	(210) 262-2787
Email	andy.sowa@jpmorgan.com

Responsibilities

Andy will assist the City in resolving working capital and efficiency challenges by providing information and offering ideas from the J.P. Morgan's Treasury Services team.

He will:

- Recommend cash flow optimization strategies, including ways to streamline financial processes
- Assist the City in realizing day-to-day operational efficiencies in alignment with your treasury service goals
- Provide targeted information to you about new products, market developments and industry trends
- Monitor the City's implementation for successful service delivery

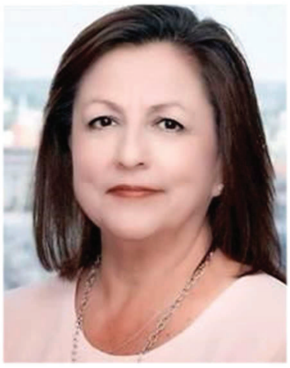
Biography

Andy Sowa is a Treasury Management Officer in Commercial Banking and is responsible for providing financial solutions to Government entities located in the Houston, Austin, and San Antonio. With nearly 20 years in the banking industry, he brings vast experience deploying complex Treasury Solutions. He has a strong background in online banking, CRM, PCard and AP Card solutions, and most recently served more than four years as a Product Specialist for J.P. Morgan receivables solutions.

Andy is a member of the Association of Financial Professionals. He holds a Bachelor of Business Art from Texas A&M University.

Exhibit "F"

Maria Arreola



Role	Client Service Associate
Address	712 Main Street, Floor 4 Houston, TX 77002
Phone	(713) 216-0260
Fax	(713) 216-0410
Email	maria.arreola@jpmorgan.com

Responsibilities

Maria will serve as the primary point of contact and as a proactive resource for the City's banking service needs. With her understanding of all aspects of J.P. Morgan's Treasury Services' product functionality and technology, Maria will facilitate the timely resolution of all service issues.

For day-to-day matters, she will:

- Resolve the City's inquires including credit/debit confirmations, cancellations of payments, amendments of payment instructions, funds transfer inquires and other treasury service matters
- Identify and resolve operational issues in a timely manner
- Share her specialized knowledge of fraud prevention tools and provide advice on asset and data protection strategies
- Facilitate the opening of additional accounts

Maria works with a team of client service professionals who will provide consistent, reliable and timely service support.

Biography

As your dedicated service associate, Maria Arreola is your central point of contact for your account servicing needs. Maria handles specialized industry clients in the Middle Market segment across the South and will work to meet the City's business service needs promptly and thoroughly.

Maria began working with the firm in 1983 as a teller, and moved forward into various areas of the bank involving syndicated credits, commercial loan administration and credit support. Now, in her role as a client service professional, Maria uses her strong interpersonal skills and her experience to lead and motivate.

Maria is a dynamic and results-oriented professional with a successful track record in customer service and relationship management. She is supported by a team of client service associates and together, they will provide the consistent and reliable service support that you expect.

Miscellaneous

1. ***SEMI-ANNUAL MEETING – The City shall require a review meeting at least once every six months to evaluate the working relationship between the City and the successful applicant. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.***

   ☒ ***Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

   Comment:

   Anticipating the City's future needs and wants is not guesswork on our part. We commit to meeting with you annually to create a plan and help you control costs, optimize cash flow, manage resources and make informed decisions.

   Regular relationship reviews will offer insight into how products can provide the City with efficiency and savings. Your J.P. Morgan team can address your key business issues and deliver solutions that achieve additional efficiencies, enhance risk management and improve constituent service. Common topics discussed during relationship reviews and strategic advising sessions include:

   - Bi-annual relationship review of all treasury services
   - Enhancements to existing products and new products developed
   - Best practices in treasury management
   - Payables and receivables benchmarking
   - Working capital benchmarking
   - Counterparty risk analysis

   A consultative approach to providing solutions that impact financial performance and/or operational efficiencies helps contribute to creating a positive return on investment.

Exhibit "F"

2. ***FORMAL AGREEMENT REQUIRED – The final appointment of the successful applicant shall be subject to approval by the City of Round Rock City Council. The successful applicant shall be required to enter into an agreement that incorporates all of the requirements of applicant's official response to this RFA, along with the accompanying related schedules and materials as required by this RFA. Required attachments include: collateral custodial agreement, FIRREA bank certification, and PFIA investment provider certification.***

☒ ****Yes, can provide as requested/required.*** ☐ ***No, cannot provide as requested/required.***

Comment:

J.P. Morgan is required to know its customer and to adhere to policies and procedures intended to meet those regulatory requirements that apply to safety and soundness and to fight against the funding of terrorism, money laundering and sanction related activities including performing certain transaction screenings. This means J.P. Morgan will request information about the City and its management and those having authority to transact business with J.P. Morgan in order for J.P. Morgan to comply with its policies and procedures. This is an ongoing requirement and the provision of services pursuant to this proposal and any additional products or services that may be requested is subject to and conditioned upon the ongoing satisfaction of those policies and procedures and compliance by the City with applicable law with respect to the services provided and J.P. Morgan's policies of which the City is informed.

3. ***ADVERTISEMENT ACKNOWLEDGED – This RFA has been duly advertised and is being offered for consideration to financial institutions as permitted by state law and City policy.***

☒ ***Acknowledged.***

Comment:

Exhibit "F"

CITY OF ROSENBERG
SEPTEMBER 2016

AFP SERVICE CODE	DESCRIPTION	VOLUME	UNIT PRICE ($)	SERVICE CHARGE ($)
	ACCOUNT SERVICES			
010000	ACCOUNT MAINTENANCE	6	5.000	30
010020	CASH CNTRN BACKVALUE SVCS	5	0.000	-
010020	CASH CONCENTRATION MAINTMASTER	1	0.000	-
010021	CASH CONCENTRATION MAINT SUB	5	5.000	25
010100	DEBIT POSTED - ELECTRONIC	177	0.030	5
010101	CREDIT POSTED- ELECTRONIC	460	0.030	14
010307	STATEMENT CYCLES	6	4.000	24
1500ZZ	POST NO CHECKS MAINTENANCE	3	1.000	3
	BANKING CENTER SERVICES			
10004A	BRANCH ORDER CURRENCY STRAP	14	0.350	5
100040	BRANCH ORDER PROCESSED	7	0.000	-
100044	BRANCH ORDER - COIN ROLL	881	0.070	62
	VAULT SERVICES			
100100	VAULT DEPOSIT	231	1.000	231
100110	VAULT DEPOSIT ROLLED COIN	6	0.200	1
100111	VAULT DEP PARTIAL OR MIXED BAG	12	3.000	36
100114	VAULT DEP NON STD STRAP - NOTE	9,717	0.03	292
100501	VAULT DEPOSIT ADJUSTMENT	6	5.000	30
100520	VAULT DEPOSIT ADJUSTMENT NOTIF	4	5.000	20
	DEPOSITORY SERVICES			
10101	CREDITS POSTED	224	0.050	11
100200	ICL DEPOSIT EARLY	21	1.000	21
100210	ON-US STANDARD	26	0.025	1
100210	FILE TRANSMISSION REC.- VPN	21	6.818	143
100210	ON US PREMIUM	866	0.050	43
100214	IMAGE GROUP ONE	2,818	0.025	70
100214	IMAGE GROUP TWO	1,113	0.025	28
100214	IMAGE GROUP TWO - TIER 2	1,420	0.025	36
100220	CHECK DEPOSITED-ON US	82	0.110	9
100224	CHECK DEPOSITED-TRANSIT	756	0.150	113
100230	DEPOSIT CORRECTION	1	5.000	5
100400	RETURN ITEM	6	2.000	12
100402	RETURN ITEM REDEPOSIT	16	1.500	24
100419	RETURN - EMAIL NOTIFICATION	6	1.000	6
999999	IMAGE QUALITY SUSPECT ITEMS	12	0.250	3
999999	NON-CONFORMING IMAGE ITEMS	1	5.000	5

Exhibit "F"

	DISBURSEMENT SERVICES			
10100	CHECK / DEBIT POSTED	180	0.050	9
10112	CONTROLLED DISB FUNDING	42	0.250	11
150000	CONTROLLED DISB ACCT MAINT	1	0.000	-
150030	EXCEPTION NOTIFICATION - ACCT	3	0.000	-
150110	CONTROLLED DISB CHECK POSTED	470	0.050	24
150410	STOP PAYMENT - ELECTRONIC	6	2.000	12
150412	STOP PAYMENT AUTOMATIC RENEWAL	3	2.000	6
150501	CHECK CASHING NON-ACCT HOLDER	7	0.000	-
151351	IMAGE STORAGE PER ITEM	651	0.020	13
151710	CHECK INQUIRY MAINTENANCE	3	0.000	-
200306	RECON REPORT / STATEMENT MAINT	3	0.000	-
	RECONCILIATION SERVICES			
150030	POSITIVE PAY MAINTENANCE	3	0.000	-
150122	PAYEE NAME VERIFICATION	547	0.030	16
150300	EXCEPTION ITEM	6	2.000	12
150320	CHECK EXCEPTION RETURN	1	20.000	20
151351	IMAGE CAPTURE PER ITEM	651	0.010	7
151353	CD ROM - PER CD **(1)**	1	25.000	25
151353	CD ROM MAINTENANCE	1	0.000	-
200010	FULL RECONCILEMENT - MAINT	3	30.000	90
200110	FULL RECONCILEMENT - PER ITEM	650	0.030	20
200201	ISSUE INPUT FILE WITH RECON	11	5.000	55
200301	OUTPUT FILE	6	15.000	90
	WIRE - U.S.			
350100	ELECTRONIC FED DEBIT S/T	16	2.000	32
350124	ELECTRONIC BOOK DEBIT S/T	1	1.000	1
350300	FED CREDIT S/T	8	2.000	16
350320	BOOK CREDIT	1	1.000	1
	AUTOMATED CLEARING HOUSE			
50030	ELOCKBOX MAINTENANCE	2	10.000	20
50300	ELOCKBOX TRANSACTION RECEIVED	6,912	0.050	346
50311	ELOCKBOX TRANSACTION REFORMAT	6,912	0.030	207
250000	ACH MAINTENANCE	3	0.000	-
250000	JPM ACCESS ACH MAINTENANCE	2	0.000	-
250100	DEBIT ORIGINATED	4,635	0.030	139
250101	ACH DEBITS\CREDITS ORIGINATED	3,431	0.03	103
250120	ADDENDA RECORD ORIGINATED	19	0.000	-
250200	DEBIT RECEIVED	81	0.030	2
250201	CREDIT RECEIVED	364	0.030	11
250302	RETURN ITEM	10	1.000	10
250400	RETURN NOTIFICATION - EMAIL	10	0.500	5
250501	ACH BATCH/FILE PROCESSED	15	5.000	75
251050	DEBIT BLOCK MAINTENANCE	6	0.000	-
251051	ACH ADA AUTHORIZED ID	22	0.500	11
251070	NOTIFICATION OF CHANGE	2	0.500	1
251070	NOTIF OF CHANGE - EMAIL	2	0.500	1
259925	ELOCKBOX FILE PROCESSING	21	3.000	63
	RECEIPTSTREAM/ENH REC SVCS			
300524	R$ EDI RPTG SUM REPORT	136	0.000	-
300524	EDI DETAIL REPORT-JPM ACCESS	188	2.000	376

Exhibit "F"

	JPMORGAN ACCESS			
40044Z	ACCOUNTS REPORTED	8	15.000	120
400610	MONTHLY SERVICE	1	0.000	-
40066Z	TRANSACTIONS REPORTED - 45 DAY	1,119	0.050	56
40066Z	CONT DISB CHECKS REPORTED	482	0.050	24
40066Z	EXTENDED TRANSACTION DETAIL	4824	0.000	-
	WSS OTHER FEES (2)			
459999	FEES - ACCOUNT MAINTENANCE	1	625.000	625
	PREMIUM ASSESSMENT FEE			
000230	PREMIUM ASSESSMENT FEE	19,600,000		2,123
	TOTAL MONTHLY CHARGES			**6,085**

SUPPLIES (3)		
TAMPER PROOF DISPOSABLE BAGS	0.000	
SELF-INKING ENDORSEMENT STAMPS	0.000	
CARBONLESS DEPOSIT TICKETS	0.000	
TOTAL OTHER CHARGES		**-**

EARNINGS CREDIT (4)		
FORMULA/RATE BASIS	**Avg.Coll** x ECR x # of days in mo./ # days in year	
CURRENT RATE	0.40%	
AVG COLLECTED BALANCE	19600000.00	
LESS RESERVE REQUIREMENT	0	
INVESTIBLE BALANCE	19,600,000	
ESTIMATED MONTHLY EARNINGS		**6,533**

PREMIUM ASSESSMENT FEE (5)		
FORMULA/RATE BASIS	**Avg. Ledger** x rate x # of days in mo. / # of days in year	
CURRENT RATE	0.13%	
AVG COLLECTED BALANCE	19600000.00	
ESTIMATED MONTHLY EARNINGS	2,123	
LESS: MONTHLY SWEEP FEE	0	
ESTIMATED NET MONTHLY EARNINGS		**2,123**

Notes:

(1) This service can be elimianted by using JPMorgan ACCESS

(2) Safekeeping can be outsourced to another provider eliminating this fee

(3) Currently outsourced to another vendor, will need more details for costs

(4) Earnings Credit is based on Average **Collected** Balances, however, per the Addendum No: 1 Resonse, we used the average monthly balance requested.

(5) Premium Assessment Fee is based on Average **Ledger** Balances

Exhibit "F"

Response Attachments

(ALL ATTACHMENTS MUST BE RETURNED WITH RESPONSE - PLEASE ATTACH IN THE ORDER LISTED)

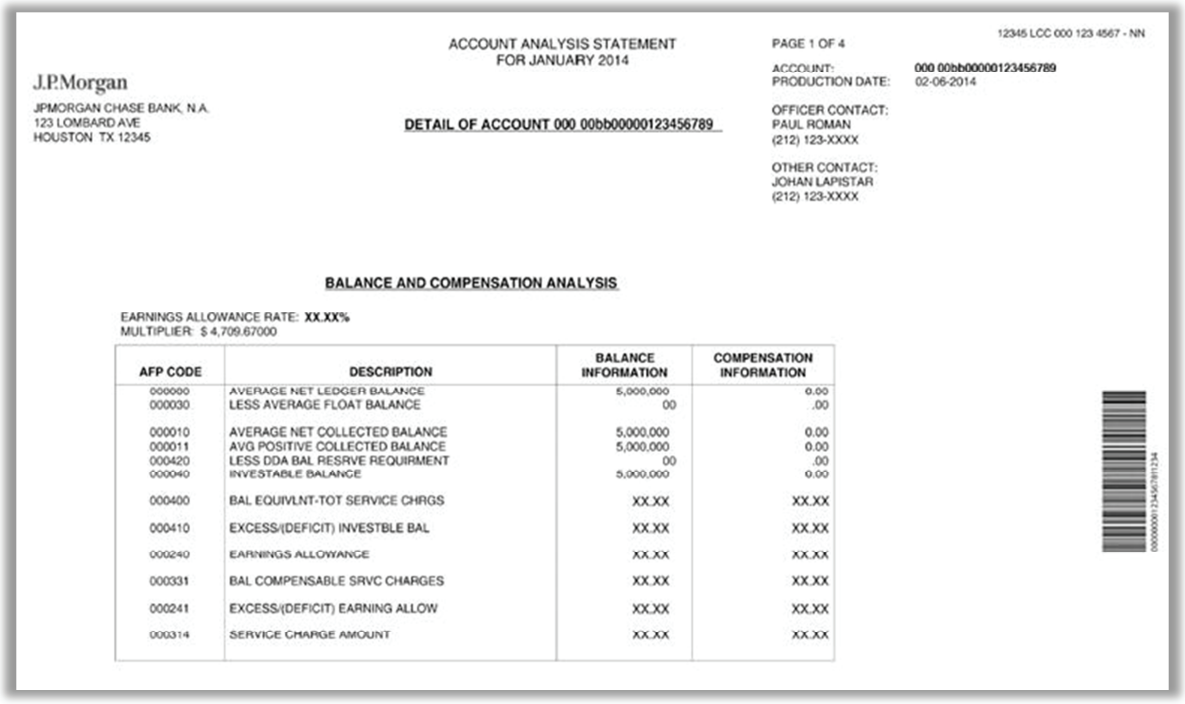
1. ACCOUNT ANALYSIS

Sample monthly account analysis statement in the format that will be provided to City. Applicant must indicate any capability to provide the information electronically.

The City can receive electronic monthly account analysis statement online via ACCESS Online on the sixth business day after month end. ACCESS Online will provide you with 13 months of history.

The following sample account analysis statement, in PDF format, shows each section of billing information in a separate table. Total charges are displayed at the end of each table for clarity.

Balance and Compensation Analysis Section



J.P.Morgan

JPMORGAN CHASE BANK, N.A.
123 LOMBARD AVE
HOUSTON TX 12345

ACCOUNT ANALYSIS STATEMENT
FOR JANUARY 2014

DETAIL OF ACCOUNT 000 00bb00000123456789

PAGE 1 OF 4

12345 LCC 000 123 4567 - NN

ACCOUNT: 000 00bb00000123456789
PRODUCTION DATE: 02-06-2014

OFFICER CONTACT:
PAUL ROMAN
(212) 123-XXXX

OTHER CONTACT:
JOHAN LAPISTAR
(212) 123-XXXX

BALANCE AND COMPENSATION ANALYSIS

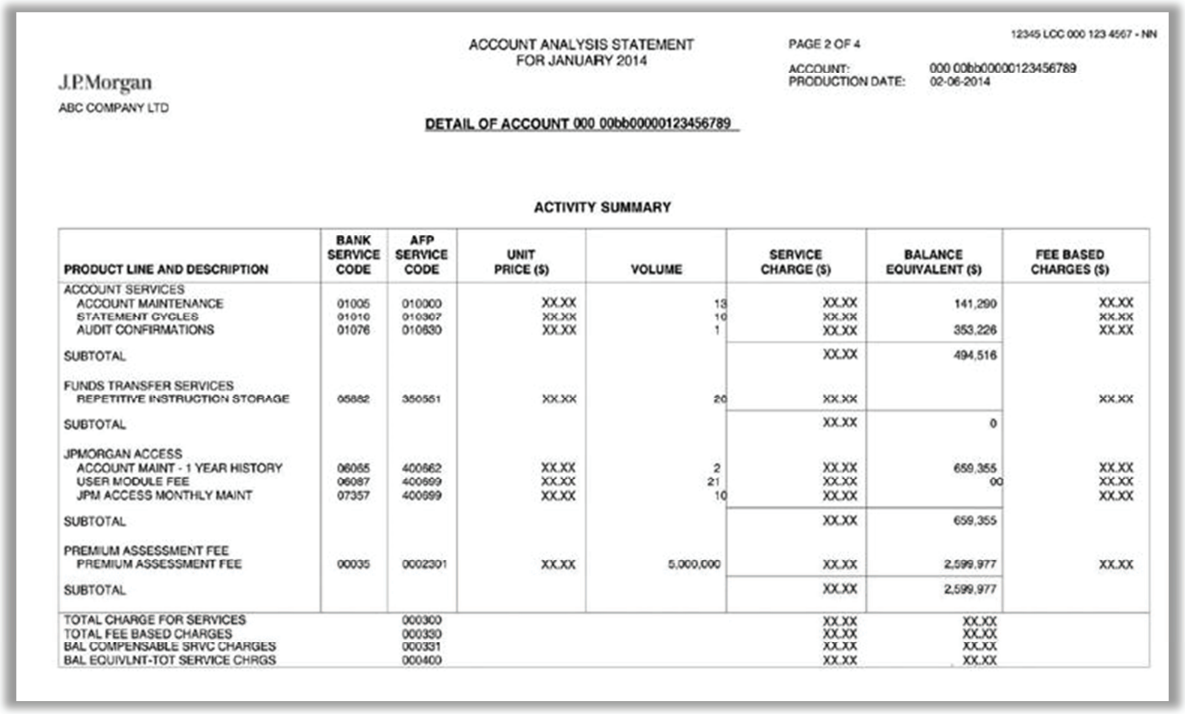
EARNINGS ALLOWANCE RATE: XX.XX%
MULTIPLIER: $ 4,709.67000

AFP CODE	DESCRIPTION	BALANCE INFORMATION	COMPENSATION INFORMATION
000000	AVERAGE NET LEDGER BALANCE	5,000,000	0.00
000030	LESS AVERAGE FLOAT BALANCE	00	.00
000010	AVERAGE NET COLLECTED BALANCE	5,000,000	0.00
000011	AVG POSITIVE COLLECTED BALANCE	5,000,000	0.00
000420	LESS DDA BAL RESRVE REQUIRMENT	00	.00
000040	INVESTABLE BALANCE	5,000,000	0.00
000400	BAL EQUIVLNT-TOT SERVICE CHRGS	XX.XX	XX.XX
000410	EXCESS/(DEFICIT) INVESTBLE BAL	XX.XX	XX.XX
000240	EARNINGS ALLOWANCE	XX.XX	XX.XX
000331	BAL COMPENSABLE SRVC CHARGES	XX.XX	XX.XX
000241	EXCESS/(DEFICIT) EARNING ALLOW	XX.XX	XX.XX
000314	SERVICE CHARGE AMOUNT	XX.XX	XX.XX

Figure 15

Exhibit "F"

Activity Summary Section



ACCOUNT ANALYSIS STATEMENT
FOR JANUARY 2014

PAGE 2 OF 4

12345 LCC 000 123 4567 - NN

J.P.Morgan

ABC COMPANY LTD

ACCOUNT: 000 00bb00000123456789
PRODUCTION DATE: 02-06-2014

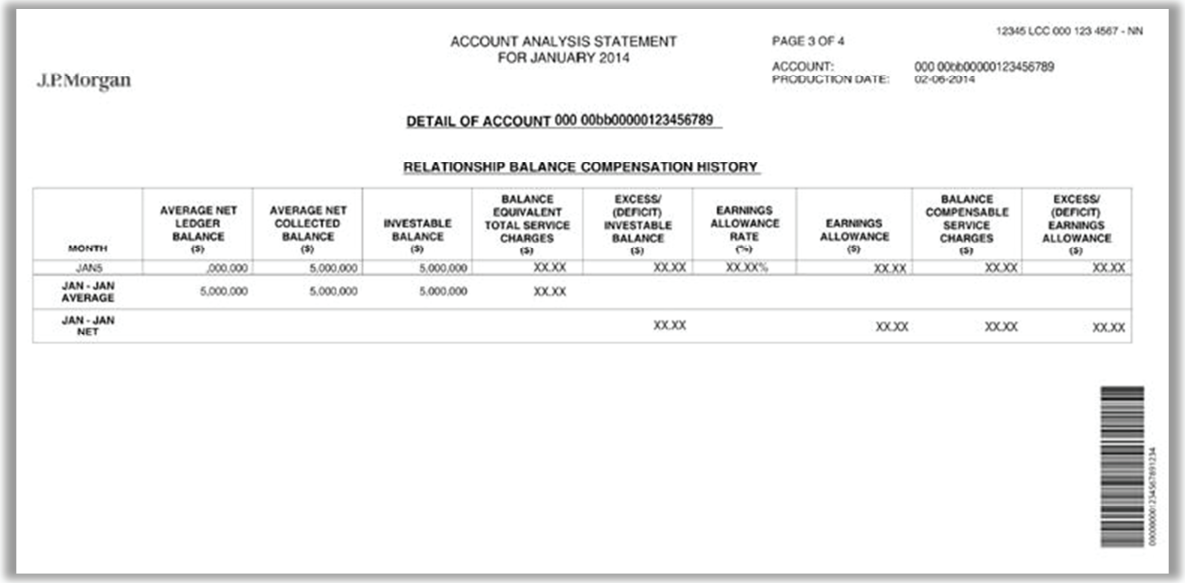
DETAIL OF ACCOUNT 000 00bb00000123456789

ACTIVITY SUMMARY

PRODUCT LINE AND DESCRIPTION	BANK SERVICE CODE	AFP SERVICE CODE	UNIT PRICE ($)	VOLUME	SERVICE CHARGE ($)	BALANCE EQUIVALENT ($)	FEE BASED CHARGES ($)
ACCOUNT SERVICES							
ACCOUNT MAINTENANCE	01005	010000	XX.XX	13	XX.XX	141,299	XX.XX
STATEMENT CYCLES	01010	010307	XX.XX	10	XX.XX		XX.XX
AUDIT CONFIRMATIONS	01076	010830	XX.XX	1	XX.XX	353,226	XX.XX
SUBTOTAL					XX.XX	494,516	
FUNDS TRANSFER SERVICES							
REPETITIVE INSTRUCTION STORAGE	05882	350551	XX.XX	20	XX.XX		XX.XX
SUBTOTAL					XX.XX	0	
JPMORGAN ACCESS							
ACCOUNT MAINT - 1 YEAR HISTORY	06055	400562	XX.XX	2	XX.XX	659,355	XX.XX
USER MODULE FEE	06087	400699	XX.XX	21	XX.XX	00	XX.XX
JPM ACCESS MONTHLY MAINT	07357	400699	XX.XX	10	XX.XX		XX.XX
SUBTOTAL					XX.XX	659,355	
PREMIUM ASSESSMENT FEE							
PREMIUM ASSESSMENT FEE	00035	0002301	XX.XX	5,000,000	XX.XX	2,599,977	XX.XX
SUBTOTAL					XX.XX	2,599,977	
TOTAL CHARGE FOR SERVICES		000300			XX.XX	XX.XX	
TOTAL FEE BASED CHARGES		000330			XX.XX	XX.XX	
BAL COMPENSABLE SRVC CHARGES		000331			XX.XX	XX.XX	
BAL EQUIVLNT-TOT SERVICE CHRGS		000400			XX.XX	XX.XX	

Figure 16

Relationship Balance Compensation History Section



ACCOUNT ANALYSIS STATEMENT
FOR JANUARY 2014

PAGE 3 OF 4

12345 LCC 000 123 4567 - NN

J.P.Morgan

ACCOUNT: 000 00bb00000123456789
PRODUCTION DATE: 02-06-2014

DETAIL OF ACCOUNT 000 00bb00000123456789

RELATIONSHIP BALANCE COMPENSATION HISTORY

MONTH	AVERAGE NET LEDGER BALANCE ($)	AVERAGE NET COLLECTED BALANCE ($)	INVESTABLE BALANCE ($)	BALANCE EQUIVALENT TOTAL SERVICE CHARGES ($)	EXCESS/ (DEFICIT) INVESTABLE BALANCE ($)	EARNINGS ALLOWANCE RATE (%)	EARNINGS ALLOWANCE ($)	BALANCE COMPENSABLE SERVICE CHARGES ($)	EXCESS/ (DEFICIT) EARNINGS ALLOWANCE ($)
JAN5	,000,000	5,000,000	5,000,000	XX.XX	XX.XX	XX.XX%	XX.XX	XX.XX	XX.XX
JAN - JAN AVERAGE	5,000,000	5,000,000	5,000,000	XX.XX					
JAN - JAN NET					XX.XX		XX.XX	XX.XX	XX.XX

Figure 17

2. RATE BASIS

Applicant must include an explanation of the applicant's policy and methodology used in setting rates paid on interest bearing accounts and account analysis earnings credit, and must indicate if rates are based on a market rate such as T-Bill discount or yield rate, or the Federal Funds rate, etc., and when the rates are changed. Applicant must provide a historical schedule of rates paid.

Interest Bearing

Rates offered by J.P. Morgan are "managed" which means they are set at the discretion of the bank and subject to change at any time. Most interest bearing accounts use an actual/actual day basis calculation where interest accrues daily and is paid monthly.

Account Analysis Earnings Credit

The ECR is a managed rate reviewed and updated periodically by J.P. Morgan after considering a range of factors, including the market rate environment and J.P. Morgan's demand for funds. Using a managed rate helps to maintain pricing flexibility while helping to protect clients from the short-term rate volatility that could result from using an indexed rate.

Exhibit "F"

3. SAMPLE COLLATERAL AGREEMENT.

The sample collateral agreements have provided on the following pages.

Exhibit "F"

Instructions for Completing a Pledgee Agreement & Authorization List

Please retain a blank copy of the Pledgee Agreement for future use and a copy of the completed form for your records.

Please **type or print in ink** the following information in the appropriate sections of the form

- **Please list the name of your entity,** as it appears on your statements, on the blank line in the first sentence. (e.g. We, the "Town of Plainville")

- **Pledgee number** is the four-character identifier that begins with an alpha character, is assigned by the Federal Reserve Bank, and can be found on your statement as the Institution ID. If this is a request to open a new account, please write "NEW".

- **To allow substitution of collateral**, check the box **YES** to permit financial institutions that pledge collateral to you to replace or substitute collateral at the same or greater current value (par for par) without your having to approve each transaction:
  - Replacement collateral must be deposited the same day that the request to release the collateral is made. At no time are you at risk of being under-collateralized. No collateral will be released without a qualifying substitution or your approval.
  - FRB staff will calculate the current book value of the replacement collateral and ensure that it is of equal or greater value to the collateral it is replacing.
  - A Pledgee Activity statement will be sent to you as notification that a substitution has been completed.

  - Select **NO** to approve each and every individual transaction.

- **Call-back procedure** refers to the number of Authorized Individuals who must approve a release of collateral. By checking the box for three-party call-back, you are indicating that one individual from your organization can initiate a collateral transaction and that same person can also verify the transaction. By checking the box for four-party call-back, you are indicating that two individuals from your organization are required for every approval: one individual can initiate the transaction but a second must verify it. (In both cases, the other two parties are Federal Reserve individuals.)

- **Name, title, signature, fax and telephone numbers** of each individual authorized to release securities pledged to this public entity and held in a joint custody account at the Federal Reserve Bank. This list will be used to verify the authenticity of instructions to release pledged securities. Please provide at least three names and as many additional people as you need to accommodate vacations, illness, turnover, etc. Please list them in the order you prefer they be contacted.

Exhibit "F"

Instructions for Completing a Pledgee Agreement

- **Signature, name, and title of the officer who is authorized** to designate the listed individuals. We recommend that the officer not be included on this list as one of the persons authorized to release securities. By signing this form, the officer authorizes the individuals listed to release pledged securities. This signature must be notarized.

- **Notary Information with seal** must be obtained to validate the authenticity of the signature of the approving officer.

- **Please Return the completed Pledgee Agreement to:**

Federal Reserve Bank of Boston
600 Atlantic Avenue
Boston, MA 02210
Attn: Wholesale Operations/Joint Custody

Or fax toll-free to: 877-973-8972

If you have questions or require assistance, please call a customer support representative: 800-327-0147, option 4.

You can view Operating Circular 7 at the following web address:
www.frbservices.org/OperatingCirculars/pdf/Oc7.pdf

Pledgee Agreement Form

Exhibit "F"

To: Federal Reserve Bank of Boston
600 Atlantic Avenue
Boston, MA 02210
Attn: Wholesale Operations/Joint Custody

Tel: 800-327-0147, Option #4
Fax: 877-973-8972

Date:_____

We, the _____ agree to the terms of **Appendix C** of your ***Operating Circular 7***, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated _____. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

☐ NO (Instructions required for each withdrawal)

☐ YES (Standing approval)

Provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See ***Operating Circular 7, Appendix C, Section 4.3.)***

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

☐ Three-party call-back

☐ Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: _____ Print Name:_____Title:_____

Fax: _____ Signature: _____Date: _____

Telephone: _____ Print Name: _____Title:_____

Fax: _____ Signature: _____Date: _____

Telephone: _____ Print Name: _____Title:_____

Fax: _____ Signature: _____Date:_____

Exhibit "F"

Telephone: _____ Print Name: _____Title:_____

Fax: _____ Signature:_____Date:_____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

_____
Name of governmental unit

_____
Street Address or P.O Box Number

_____
City, State, Zip Code

_____
Official Signature/ **Date**

_____
Printed Name and Title

Notary

State of _____

County of _____

On this _____ day of _____, 20_ before me personally appeared _____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at _____, in the City of _____, in the State of _____, that he/she is the _____ [Title] of _____ and that he/she executed this document on behalf of _____ before me.

_____
(Signature of Notary)

_____
(Print name of Notary)

My commission expires on _____ [Date]

FRBservices.org

Federal Reserve Bank Joint Custody Service via FedMail® Request Form

Exhibit "F"

PLEASE TYPE FORM, PRINT, & SUBMIT (handwritten forms may delay processing)

Internal FR
(Upon receipt by the Federal Reserve Bank)

Federal Reserve Bank Use Only
Due Diligence Verified:_____
Initials:_____
Date:_____

Use of the FedMail® access solution is governed by Federal Reserve Bank Operating Circular 5, Electronic Access ("OC 5"). Depending on the services you choose to access using FedMail, additional Operating Circulars may govern. Federal Reserve Bank Operating Circulars are available at FRBservices.org/regulations/operating_circulars.html. Submission of this form constitutes acceptance of the terms and conditions of OC 5 and other applicable Operating Circulars and agreements. The Federal Reserve Banks have no obligation to verify the accuracy of the information you provide below and have the right to rely on such information in connection with the provision of FedMail access to the services you are requesting. Except to the extent prohibited by law or regulation, you agree to indemnify, hold harmless and defend the Federal Reserve Banks against any claim, loss, liability, or expense made against or incurred by the Federal Reserve Banks in connection with their reliance on the information provided below.

Section 1 – General

*Required Fields

State or Local Government Institution Name *		
Telephone *	*Phone*	*Extension*
Joint Custody Account Number(s) *	*Provide the 4-digit alpha-numeric account number(s) below that are listed as "institution ID" on your statement. This form may be used for multiple account numbers being delivered to the same addresses, with a maximum of four account numbers.*	
Account #1		
Account #2		
Account #3		
Account #4		

Section 2 – Service Profile

Instructions

1. For email delivery, please provide more than one email address.
2. If updates are required to your current Joint Custody pledgee agreement, please call 800-327-0147 and select option 4.

The email address(es) and/or fax number(s) below will remain in effect until an updated Joint Custody FedMail Request Form is submitted.

Joint Custody Service (JCCR)

Email Address or Fax Number *This list replaces the prior email addresses and/or fax numbers on file for your organization.*

Federal Reserve Bank Joint Custody Service via FedMail® Request Form

Exhibit "F"

Section 3 – Service Description

Service	Description
Joint Custody Service (JCCR)	Provides the ability to receive **Joint Custody Daily Activity Statements** and monthly **Securities Holdings Reports** electronically. The email is sent in text format; the statements and reports are sent as attachments, which may be viewed with a text editor, spreadsheet or word processing software.

Section 4 – Authorized Approval

Name *	*First*	*Middle Initial*	*Last*
Signature * *The person signing this form must be listed on your current pledgee agreement on file with the Federal Reserve Bank as authorized to act for your account.*			
Date *			
Telephone *	*Phone*		*Extension*

Please submit this form to the Customer Contact Center at:

Email: ccc.coordinators@kc.frb.org

Fax: 800-660-7856

Mail:
Customer Contact Center
Federal Reserve Bank of Kansas City
P.O. Box 219416
Kansas City, MO 64121-9416

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Exhibit "F"

APPENDIX C: CUSTODY AGREEMENT FOR BOOK-ENTRY SECURITIES

This Appendix sets forth the terms under which this Bank holds Book-Entry Securities in custody for the benefit of a state or local government or unit thereof to which the securities have been pledged. Unless otherwise agreed in writing between this Bank and a Pledgee, this Appendix applies only to Book-Entry Securities pledged for the purposes specified in Paragraphs 4.3.2(a)(ii) of this Operating Circular ("Circular"). This Appendix constitutes an agreement, as described in the Applicable Regulations, regarding the security interest of a non-Participant in Book-Entry Securities held by a Participant on the books of this Bank. Each Reserve Bank has issued an Appendix C to Circular No. 7 identical to this one.

1.0 DEFINITIONS

In addition to the terms defined in the Circular, the terms defined in this Paragraph have the following meanings when used in this Appendix.

(a) **Applicable Regulations** means the regulations of issuers of Book-Entry Securities listed in Appendix A to this Circular.

(b) **Collateral Transaction** means the pledge of Book-Entry Securities by a Pledgor to a Pledgee; the release of Pledged Securities to a Pledgor; or the substitution of the same par value amount of new Pledged Securities for existing Pledged Securities that are released to the Pledgor.

(c) **Pledged Security** means a Book-Entry Security that is held in a Restricted Securities Account.

(d) **Pledgee** means the state or local government or unit thereof, to which Book- Entry Securities have been pledged.

(e) **Pledgor** means the Participant that has pledged the Book-Entry Securities.

2.0 GOVERNING LAW

2.1 The Bank provides custodial services in accordance with Paragraph 4.3.2(a)(ii) of the Circular and this Appendix. The Bank's rights and obligations in providing custodial services pursuant to this Appendix are governed solely by the Circular, this Appendix, and the Applicable Regulations.

2.2 Pledgor and Pledgee warrant that a pledge of Book-Entry Securities marked on the books of the Bank under the provisions of this Appendix is in accordance with applicable law. If any provision of any bond, security or pledge agreement between Pledgor and Pledgee, or any subsequent waiver, modification or amendment of such agreement, imposes any duties on this Bank that are inconsistent with the provisions of this Appendix, the provisions of this Appendix govern. Provisions of state law that are inconsistent with, or in addition to, the provisions of this Appendix are not binding on this Bank unless otherwise agreed in writing.

2.3 Under the Applicable Regulations, the security interest of a Pledgee is perfected by this Bank's marking the security interest on its books, and the security interest has priority over any other interest in the Pledged Securities, other than a security interest of the United States.

3.0 ESTABLISHMENT OF RESTRICTED SECURITIES ACCOUNT

3.1 This Bank will establish a Restricted Securities Account for the benefit of a Pledgee once the Pledgee has agreed to the terms of this Appendix and has provided such other information as may be required by the Bank. Existing Pledgees may be required to execute a new agreement with the Bank but, in the absence of such new agreement, are deemed to have agreed to the provisions of this Appendix by continuing to hold Pledged Securities with the Bank. Forms for this purpose are available from the Bank.

3.2 By initiating a Collateral Transaction, a Pledgor agrees to all the provisions of this Appendix, as amended from time to time.

4.0 COLLATERAL TRANSACTIONS

4.1 A Collateral Transaction is initiated by the Pledgor and, except for the pledge of new Pledged Securities, requires the prior approval of the Pledgee or its authorized representative. Collateral Transaction requests and Pledgee authorizations are subject to verification procedures the Bank specifies from time to time.

4.2 If a Pledged Security is unacceptable as collateral to a Pledgee, the Pledged Security will not be released to the Pledgor without the authorization of the Pledgee. The Bank assumes no responsibility to determine if a Pledged Security is acceptable to the Pledgee.

4.3 A Pledgee may provide the Bank with written standing instructions to permit substitutions of like par value amounts of Pledged Securities without the consent of the Pledgee. A substitution transaction involving a lesser par value amount of Pledged Securities requires Pledgee authorization for the release of Pledged Securities. In the case of a substitution involving an Amortizing Book-Entry Security, par value refers to the outstanding book value of the Book-Entry Security at the time of a substitution transaction.

4.4 The Bank issues a confirmation to the Pledgee and the Pledgor for each Collateral Transaction. The confirmation is conclusive evidence of the Collateral Transaction reflected therein.

5.0 INTEREST PAYMENTS AND OTHER PROCEEDS

5.1 Pursuant to Paragraph 9.2.1 of the Circular, the Bank credits payments of interest on the Pledged Securities to the Pledgor until the Bank receives (i) a written certification from the Pledgee or its authorized representative that the Pledgor is in default under any underlying pledge or security agreement between the Pledgor and the Pledgee, and (ii) written instructions directing the Bank to

Exhibit "F"

hold the interest payments. The Bank holds the interest payments in a non-interest-bearing account until collected in accordance with Paragraph 6 of this Appendix.

5.2 The Bank may hold principal of Pledged Securities that mature or are called for redemption in full in a non–interest-bearing account, as permitted by Paragraph 9.3.1 of the Circular, until the earliest of the following:

(a) Pledged Securities are deposited in substitution for the principal in accordance with Paragraph 4.3 of this Appendix;

(b) the principal is released in accordance with the authorization of the Pledgee; and

(c) the principal is collected by the Pledgee in accordance with Paragraph 6 of this Appendix.

5.3 On the day a Pledged Security that is an Amortizing Book-Entry Security is to be paid off, the Bank shall debit the Pledgor's Master Account before the opening of the Fedwire Securities Service for the amount of principal to be paid to the Pledgor and hold that amount in a non–interest-bearing account until the earliest of the following:

(a) Book-Entry Securities are deposited in substitution in accordance with Paragraph 4.3 of this Appendix for the Pledged Security that paid off;

(b) that amount is released in accordance with the authorization of the Pledgee; and

(c) that amount is collected by the Pledgee in accordance with Paragraph 6 of this Appendix. The Bank credits the principal of a Pledged Security that is to be paid off to the Pledgor's Master Account in accordance with Paragraph 9.3.1 of the Circular. If that credit is not made by 4:30 p.m. ET on the day the Pledged Security is to be paid off, the Bank shall debit from the non–interest-bearing account the amount previously debited from the Pledgor's Master Account under this paragraph and recredit that amount to the Pledgor's Master Account that same day.

6.0 COLLECTION OF PLEDGED SECURITIES AND PROCEEDS

6.1 If the Pledgee or its authorized representative certifies in writing to the Bank that the Pledgor is in default under any underlying pledge or security agreement between the Pledgor and the Pledgee, and certifies that the Pledgee has satisfied any notice or other requirement to which the Pledgee is subject, the Pledgee may instruct the Bank in writing to transfer specific amounts and issues of Pledged Securities and, if applicable, specific amounts of interest payments or other proceeds of Pledged Securities not previously credited to the Pledgor or

otherwise released, to designated accounts on the books of this Bank or another Reserve Bank.

6.2 Promptly after receiving such certifications and instructions, the Bank will make the transfer instructed by the Pledgee.

6.3 The Bank is not required to obtain the consent of the Pledgor for any such transfer and assumes no responsibility for determining the validity of a Pledgee's declaration of the Pledgor's default or of the underlying pledge or security agreement between the Pledgor and the Pledgee.

7.0 PROHIBITED ACTS

7.1 Notwithstanding any other provision of this Appendix or the Circular to the contrary, the Bank is not required to perform any act directed or required by the Pledgee if the Bank is prohibited from performing the act by law or by court order.

8.0 LIMITATIONS ON BANK'S LIABILITY AND DUTIES

8.1 The Bank is liable only for the actual direct loss sustained by a Pledgee or Pledgor proximately caused by the Reserve Bank's failure to exercise ordinary care or act in good faith in performing its duties under this Appendix. In no event shall the Reserve Bank be liable for consequential, indirect, incidental or special damages (including lost profits), however derived, and regardless of whether the Reserve Bank has been informed of the possibility thereof. Both the Pledgee and the Pledgor release and forever discharge the Bank from all other claims, demands, and liability of the Pledgee or the Pledgor, or both, in connection with the Bank's performance of its duties under this Appendix and indemnify the Bank for any claims of other parties, including costs of litigation and reasonable attorneys' fees, with respect to Pledged Securities held by the Bank.

8.2 In particular, but not exclusively, the Bank has no duty to:

(a) act as escrow agent or in any other capacity not expressly provided for in this Appendix;

(b) determine the validity of the pledge of securities by the Pledgor to the Pledgee, including whether any required bond, pledge, or security agreement has been executed;

(c) monitor the value of a Pledged Security, or the declining book value of a pay-down Pledged Security subsequent to its pledge, or ensure that the type, amount, or value of a Pledged Security is that which is required under state or local law;

(d) verify ownership, validity, or legality of the Pledged Securities;

(e) pay assessments as provided under state or local law;

Exhibit "F"

(f) give notice of maturity, call, exchange offer, or the like, affecting the Pledged Securities;

(g) carry insurance against loss of the Pledged Securities; or

(h) inquire into the existence or continuance of the powers or authority of a public official who is the Pledgee or is acting for the Pledgee or the successors in office to or any person represented to the Bank as authorized to act on behalf of the Pledgee. However, the Bank may require a certificate from the proper authority showing that the public official, or any person represented to the Bank as authorized to act on behalf of the Pledgee, is and continues to be so authorized.

9.0 DISPUTES

In the event of notice of a conflicting claim with respect to Pledged Securities, the Bank may hold the Pledged Securities, including interest and proceeds, pending settlement of the dispute either by agreement of the parties or by order of a court of competent jurisdiction.

10.0 TERMINATION OF AGREEMENT OR PLEDGE SECURITIES ACCOUNT

10.1 The Bank or the Pledgee may terminate this Agreement and close any Restricted Securities Account established under this Appendix by giving not less than 30 calendar days advance written notice of termination to the other party and to the Pledgor.

10.2 The Bank may release Pledged Securities held by the Bank to the Pledgor at the end of the 30-day period. However, if, within the 30 day period, the Bank (a) receives written instructions from the Pledgor to otherwise dispose of the Pledged Securities and (b) the Pledgee's separate written approval thereof, the Bank will dispose of the Pledged Securities in accordance with these instructions.

10.3 If, by reason of a merger or otherwise, a Pledgor's Book-Entry Securities account is transferred to another Reserve Bank, the Pledged Securities held by this Bank will be transferred to the other Reserve Bank, with 30 calendar days prior notice to affected Pledgees. If Pledged Securities are transferred to this Bank pursuant to this provision, this Bank will hold the Pledged Securities pursuant to the terms of this Appendix and the existing Pledgee Agreement with the transferor Reserve Bank but may require a new Pledgee agreement.

11.0 FEES

The Pledgor shall pay any fees for services provided under this Appendix, as announced by the Bank from time to time.

12.0 AMENDMENT

Exhibit "F"

The Reserve Banks reserve the right to amend this Appendix at any time without prior notice.

Exhibit "F"

4. SECURITY MEASURES

Applicant must provide a detailed description of security measures to prevent fraud and unauthorized electronic and non-electronic transfers, and protect the integrity of computer banking services and internal computer systems.

JPMorgan Chase's program to safeguard customer information and provide a secure information technology environment is detailed on the following pages.

Exhibit "F"

James A. LaFleur
Managing Director
Chief Technology Controls Officer

Rohan M. Amin
Managing Director
Chief Information Security Officer

JPMorgan Chase's Program to Safeguard Customer Information and Provide a Secure Information Technology Environment

Dear Valued Customer,

At JPMorgan Chase (JPMC), we are committed to safeguarding our customers' data and have developed a rigorous program to do so. We are also committed to observing the data protection laws and regulations in each of the jurisdictions in which we do business.

Our Information Security Program is designed to:

- Provide clear guidance regarding the protection of customer information;
- Monitor our systems for threats to customer information;
- Provide security solutions that minimize the threat to customer information;
- Help employees understand their responsibilities with respect to the protection of customer information and the security of our systems;
- Expect our relevant third-party service providers to adhere to specific security policies and standards, as well as regulatory obligations as applicable;
- Address all customer notification and other requirements regarding information protection.

The Information Security Program is governed by the following principles:

- The foundation of the Program is a set of IT Risk and Security Policies and Standards that establish rules for safeguarding the JPMC IT environment.
- The Program has oversight by the Global Technology Operating Committee and is managed by a firmwide Global Technology Controls Committee, composed of representatives of each line of business and relevant JPMC corporate functions.
- The Program is reviewed and approved by the JPMC Audit Committee of the Board of Directors on an annual basis.
- Our IT programs and processes are subject to reviews on an ongoing basis by JPMC internal and external Auditors.
- The Program is subject to periodic inspections by regulatory authorities across the world in countries where JPMC operates.

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Exhibit "F"

Areas of Focus

Key areas of the JPMC Information Security Program are:

1. **Cybersecurity Program**

   The cyber defense strategy is designed to ensure the security of the firm's IT infrastructure, as well as coordinating firmwide response to security-related events via an integrated approach across the bank and the external ecosystem. This strategy is designed to:

   - Engineer security from the ground up to build a fortress foundation that provides resiliency, which includes security embedded throughout the technology stack and adapting security and controls to global business, regulatory and threat environments.
   - Innovate strong security operations that are risk-based and intelligence-led, including comprehensive insider and third-party threat protection.
   - Fully engage the business and external ecosystem as cyber defense partners, and ensure business awareness and preparedness through robust training and simulation, increasing our reach through global partner engagement.
   - Safeguard business data at all levels, by identifying and implementing protection technology for information leaving JPMC and within the firm – including differential protection for critical information assets and appropriate disposal of assets, media and portable devices

   The Firm's Cybersecurity Program has comprehensive security policies, procedures and control measures, which are designed to provide an enterprise-wide strategy to defend the bank, minimize threats to customer information and ensure a stable and secure operating environment. The program includes: Network & Email Security, Endpoint Security, Data Protection & Cloud, Application Security, Vulnerability Reduction, Security Event & Incident Management, Digital Forensics, Fraud & Protect the Client, and Data Management.

2. **Identity and Access Management**

   The primary focus of the Identity and Access Management function is the institution of access standards and controls across the firm's infrastructure and applications, particularly those that contain customer information. These controls are designed to provide services to authenticate users, permit authorized access, enforce consistent administration procedures, maintain segregation of duties, and ensure timely changes through certification/termination/transfer processes for firmwide information systems.

3. **Resiliency Management**

   The Global Resiliency program is designed to provide an integrated firmwide resiliency program aligned to our business strategy and principles, as well as the requirements of our customers and clients globally. We do this by planning, preparing and testing:

   - Providing continuity of client and customer services while protecting the firm's employees and assets;

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- Engaging senior management on key aspects of the program, strategy, leadership and program oversight;
- Proactively managing resiliency risks to incorporate appropriate mitigations and controls;
- Developing and maintaining resiliency plans based on impact analysis and criticality;
- Helping employees understand their role in recovery scenarios and undertake validation tests and exercises across critical functions and locations.

Global Resiliency program is intended to ensure that the Firm has the ability to recover its critical business functions and supporting assets (i.e., staff, technology and facilities) in the event of a business interruption.

4. **Physical Security, Investigation and Crisis Management**

The Physical Security and Business Resiliency and Crisis Management programs, managed by the Global Security and Investigations (GS&I) organization, are designed to protect JPMC's physical assets from theft, damage or destruction and to coordinate firmwide response to global and regional crises. Among other things, it is designed to ensure controls on physical access to JPMC locations. Specific restrictions are also placed on computer facilities within JPMC locations that contain critical systems or confidential information and logs are maintained with regard to access to those locations. GS&I is also responsible for performing background checks and fingerprinting on all U.S.-based employees with responsibilities for, or access to, customer information.

GS&I plays a key role in underpinning the security of the firm. The group achieves this by seeking to minimize fraud losses and meeting all regulatory reporting requirements relating to fraud, security, and crimes against the bank. The Investigations group proactively determines and investigates both fraud instances and employee wrongdoings, and in so doing, assists in identifying control gaps and recommending remediation solutions.

5. **Third-Party Risk Management**

The Third-Party Risk Management Program establishes the risk management governance framework for the firm's third-party relationships. The framework includes identifying, assessing, addressing and monitoring risk emanating from third-party vendors and partners and leveraging integrated reporting and analysis for effective risk posture management.

6. **Production Assurance**

The Production Assurance program is aimed at ensuring the existence and use of appropriate processes, tools, and governance surrounding Change Management, Problem Management and Incident Management of production systems across the firm. The focus is to ensure the stability of the production environment, and to promote and enact strict controls that maintain the integrity of the firm's production systems.

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7. **Risk Assessment**

   As part of the Information Security Program, there are processes in place to inventory and protect certain asset classes for Personal Information, including business applications, third party vendors, email content, data backups, and laptops. An enhanced IT Risk Framework provides improved risk assessment processes and leverages synergies and automation.

   In addition, the IT Risk & Security Management functions govern or participate in the following supplemental assessment initiatives:

   - Periodic Risk Assessments
   - Risk-Control Self-Assessment (RCSA)
   - Application Risk Assessment Review (ARA)
   - Perimeter Infrastructure Risk Assessment (PIRA)
   - Vulnerability Scans
   - Third Party Risk Assessment
   - Project Risk Assessments
   - Location Control Assessment (LCA)

8. **Compliance Measurement and Reporting**
   Monitoring for compliance with the requirements of the Information Security Program is incorporated in multiple assessment reports and techniques including:

   - Risk and Control Self-Assessment Process
   - IT Control Metrics Monthly Review Process
   - Monthly Data Protection Steering Committee Meeting
   - Monthly Global Technology Operating Committee Business Controls Committee Meeting
   - JPMC Internal Audits

   The following additional activities ensure that the Information Security Program is adjusted to address appropriate risk priorities:
   - Global Production Assurance Process
   - Security Event Management Process
   - Vulnerability Assessment Process
   - Application Security Assessment Process
   - Third Party Oversight Process
   - Weekly Global Technology Control Committee
   - Monthly Technology Business Controls Committee
   - Lines of Business Risk and Controls Committees
   - Policy and Standards Lifecycle and Approval Process

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9. **Privacy**

   The *JPMorgan Chase Privacy Program* is managed by the JPMC Chief Privacy office and is designed to comply with global privacy regulatory requirements through the development of policies, standards, controls, advisory services and process enhancements.

10. **Training and Awareness**

    Information Security Awareness is supported jointly from the Corporate Technology & Risk (CTR) and Cybersecurity teams, in partnership with the Chief Learning Office, to ensure ongoing communication with Regional and Business representatives.

    - The IT Risk Training program offers live, virtual and computer-based training to all IT risk and controls practitioners across the firm.
    - In addition, as per the JPMC Global Privacy Program, all employees are required to take annual awareness training on data privacy, which includes confidentiality, security and responding to the unauthorized access to or use of information.
    - Cybersecurity training has been rolled out across the firm as a firmwide mandate. The training is based on the firm's cybersecurity policies and standards, and is supplemented by a firmwide cyber awareness program and testing initiatives (i.e. phishing tests); staff members who fail spear phishing tests receive immediate awareness and education.
    - There is regular coverage of Cybersecurity themes to all employees globally, along with outreach to targeted audiences for awareness and training on how to help ensure securing access controls.
    - The firm has executed thirteen Cybersecurity Simulations in 2015, consisting of tabletop exercises with each major line of business as well as operational-level drills with Global and LoB Cyber Teams; the firm will continue to expand the scope and sophistication of simulation exercises into 2016 and beyond.

Thank you for your continued confidence in JPMorgan Chase.



James A. LaFleur
Managing Director
Chief Technology Controls Officer



Rohan M. Amin
Managing Director
Chief Information Security Officer

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5. TECHNOLOGY SPECS

Applicant must provide detailed descriptions and specifications for use of all proposed electronic systems and services.

ACCESS Online supports the operating systems and Internet browsers listed below. For optimal performance, the bank requests that the City confirm that its systems meet the recommended hardware and software standards.

Technical Requirements for J.P. Morgan ACCESS Online

Supported Operating System and Browser Requirements **As of November 14, 2016**

ACCESS Online Applications — *Recommend: Internet Explorer 11 and Windows 8.1.*	Windows 7 (32-bit and 64-bit)			Windows 8.1	Windows 10		Apple OS X 10.11	Apple macOS 10.12
	Internet Explorer 11	Firefox v38, 41, 43, 44, 47, 49#	Chrome v40, 43, 46, 48, 51, 53#	Internet Explorer 11	Internet Explorer 11	Microsoft Edge	Safari v10	Safari v10
Home	√	√	√	√	√	√	√	√
Reports	√	√	√	√	√	√	√	√
Payments	√	√	√	√	√	√	√	√
Statements	√	√	√	√	√	√	√	√
Administration	√	√	√	√	√	√	√	√
Checks¶	√	√	√	√	√	√		
FX	√	√	√	√	√	√	√	√
Loans	√	√	√	√	√	√	√	√
Support & Community	√	√	√	√	√	√		√
ACCESS Insight	√	√	√	√	√	√		
Mobile Setup	√	√	√	√	√	√	√	√
Virtual Branch^	√	√^	√^	√	√	√		

Certified with Windows 8.1 and 10.
¶ Certification as of July 23, 2016.
^ Virtual Branch is certified on Chrome versions 47 and 51.
Note: The browser must allow cookies to be created and retained on the workstation.

Exhibit "F"

Technical Requirements for J.P. Morgan ACCESS Online

Supported Operating System and Browser Requirements **As of November 14, 2016**

Applications launched from "More Services." — *Recommend: Internet Explorer 11 and Windows 8.1.*	Windows 7 (32-bit and 64-bit)			Windows 8.1	Windows 10		Apple OS X 10.11	Apple macOS 10.12
	Internet Explorer 11	Firefox v38, 41, 43, 44, 47, 49#	Chrome v40, 43, 46, 48, 51, 53#	Internet Explorer 11	Internet Explorer 11	Microsoft Edge	Safari v10	Safari v10
ACH File Warehouse*	√	√*	√	√	√	√	√	√
ACH Services U.S.*	√	√*	√	√	√	√	√	√
Corporate Quick Pay	√	√	√					
Funds Transfer Administration¶	√	√	√	√	√	√		
eServe	√	√	√	√	√	√	√	
Global ACH¶	√	√	√	√	√	√		√
Global Trade Transactions	√	√	√	√	√		√	
Host-to-Host Online (new)	√	√	√	√	√	√	√	√
Host-to-Host Online† (legacy)	√	√†		√	√			
Liquidity Solutions & Administration‡	√	√‡	√‡	√	√		√	
Receivables Edge§¶	√	√§	√§	√	√	√		
Security Administration	√	√		√	√	√		√
Third-Party Screening Utility*	√	√*	√	√	√	√		√

\# Certified with Windows 8.1 and 10.

* ACH Services U.S. and TPSU are also certified on Adobe Reader v12 and Firefox v39. ACH File Warehouse is also certified on Firefox v39.

† Host-to-Host Online (legacy) is also certified on Firefox v37.

‡ Liquidity Solutions & Administration is certified on Firefox v43, 49 and Chrome v42, 47, 53.

§ Receivables Edge is also certified on Firefox v37, v41 and Chrome v42, v45.

Note: The browser must allow cookies to be created and retained on the workstation.

Exhibit "F"

Technical Requirements for J.P. Morgan ACCESS Online Supported Operating System and Browser Requirements	As of November 14, 2016
Additional Technical Requirements/Recommendations	
Other Software	• Adobe Reader: Acrobat Document Cloud (DC) 201.016.20039 is recommended. Version 11 and DC 2015.010.20056 is also supported. • Adobe Flash Player: Version 22 is recommended. Versions 18, 20 and 21 are also supported. • Compression software (e.g. WinZip, SecurZIP for Windows) may be required to export reports and files. • Microsoft Excel 2010 for export of reports data using "CSV Unicode" format is recommended. Microsoft Excel 2013 is also supported. • Note: Adobe Reader and Flash are available on the J.P. Morgan ACCESS download page.
Workstation	• Memory: 4 GB RAM or higher is recommended, 2 GB RAM minimum. • Disk Space: Recommended: 10GB free space available. • Monitor: 1280x1024 resolution or higher, 16-bit color or higher is recommended. 1024x768 resolution, 256-color minimum. • Best Practices: Use a workstation dedicated to Internet banking (not for email or web browsing). DO NOT use a workstation shared by public, such as at a library or Internet café. • We strongly recommend that user workstations be regularly updated with operating system and browser security updates. Regular virus scans should be completed, as well.
J.P. Morgan ACCESS Mobile	Cash Reports, Checks, Payments (Account Transfer, Book, Wire) Approval & Release and/or Trade: • Apple iPhone, iPad and iPod touch mobile devices, iOS 7.0 and greater. • Android smartphones and tablets, Android 4.4 and greater.
Email Filtering	J.P. Morgan email domains should not be blocked: @chase.com, @jpmchase.com, @jpmorgan.com.
Network Proxy	The following settings typically apply to network-based proxy solutions and are not required to be configured on the user's browser settings. To enable connectivity to J.P. Morgan ACCESS, please configure your network proxy solution to allow access to the following domains: *.jpmorgan.com, *.jpmorganaccess.com, *.acctmanagement.com, *.jpmacontent.com

6. SAFEKEEPING FEES

Attach a schedule which shows all safekeeping related fees, if offered.

Please refer to Bank Services Fee Schedule, for safekeeping fees.

Exhibit "F"

7. SAMPLE SAFEKEEPING REPORT

Sample monthly safekeeping report of the City owned securities, if offered.

A sample safekeeping report follows this page.

JPMorgan Chase Bank, N.A.
4 Chase Metrotech Center
Brooklyn, NY 11245

JPMorgan

Exhibit "F"

Account Number

Close Of Business 10/31/16

Account Title



FOOTNOTES AT THE CLOSE OF BUSINESS SHOWN ABOVE WE HELD THE FOLLOWING PROPERTY FOR THE ACCOUNT INDICATED

CODE	AMOUNT/SHARES	DESCRIPTION	CUSIP NUMBER		RATE	MATURITY OR PAR VALUE
		U.S. GOVERNMENT AND AGENCIES				
F	1,000,000.00	FEDERAL HOME LOAN BANKS BOND FIXED 1% 28/NOV/2017 USD 5000 DATED DATE: 11/28/14	3130A3LY8	2	1.0000	11/28/2017
F	1,000,000.00	FEDERAL HOME LOAN BANKS BOND FIXED .7 % 12/DEC/2016 USD 5000 DATED DATE: 12/12/14	3130A3Q64	2	.7000	12/12/2016
F	1,000,000.00	FEDERAL HOME LOAN BANKS BOND FIXED .6 25% 30/MAR/2017 USD 5000 DATED DATE: 04/15/15	3130A4ZB1	2	.6250	03/30/2017
F	1,000,000.00	FEDERAL HOME LOAN BANKS BOND FIXED .7 2% 13/FEB/2017 USD 5000 DATED DATE: 02/13/15	3130A46U1	2	.7200	02/13/2017
F	1,000,000.00	FEDERAL HOME LOAN BANKS BOND FIXED .8 % 30/JUN/2017 USD 5000 DATED DATE: 06/30/15	3130A5QL6	2	.8000	06/30/2017
F	2,000,000.00	FEDERAL HOME LOAN BANKS BOND FIXED .7 5% 28/AUG/2017 USD 5000 DATED DATE: 07/24/15	3130A62S5	2	.7500	08/28/2017
F	1,000,000.00	FEDERAL HOME LOAN BANKS BOND FIXED .6 5% 08/JAN/2018 USD 5000 DATED DATE: 07/08/16	3130A8NZ2	2	.6500	01/08/2018
F	1,000,000.00	FEDERAL FARM CREDIT BANK BOND FIXED . 625% 22/MAY/2017 USD 1000 DATED DATE: 05/22/15	3133EEN48	2	.6250	05/22/2017
F	1,000,000.00	FEDERAL FARM CREDIT BANK BOND FIXED . 625% 23/NOV/2016 USD 1000 DATED DATE: 03/23/15	3133EEUS7	2	.6250	11/23/2016
F	1,000,000.00	FEDERAL FARM CREDIT BANK BOND FIXED . 75% 14/AUG/2017 USD 1000 DATED DATE: 08/14/15	3133EE7C8	2	.7500	08/14/2017
F	1,000,000.00	FEDERAL FARM CREDIT BANK BOND FIXED . 65% 19/JUN/2017 USD 1000 DATED DATE: 08/19/15	3133EE7M6	2	.6500	06/19/2017
F	1,997,000.00	FEDERAL FARM CREDIT BANK BOND FIXED . 875% 27/NOV/2017 USD 1000 DATED DATE: 01/27/16	3133EFWC7	2	.8750	11/27/2017
F	1,000,000.00	FEDERAL FARM CREDIT BANK BOND FIXED . 65% 10/AUG/2017 USD 1000 DATED DATE: 05/10/16	3133EF6U6	2	.6500	08/10/2017
F	1,000,000.00	FEDERAL FARM CREDIT BANK BOND FIXED . 67% 08/JAN/2018 USD 1000 DATED DATE: 07/08/16	3133EGKP9	2	.6700	01/08/2018
F	1,115,000.00	FEDERAL HOME LOAN BANKS BOND FIXED 1. 625% 09/DEC/2016 USD 5000 DATED DATE: 11/09/10	313371PV2	2	1.6250	12/09/2016
F	1,000,000.00	FEDERAL HOME LOAN BANKS BOND FIXED 1. 28% 21/AUG/2017 USD 5000 DATED DATE: 08/21/13	313383WF4	2	1.2800	08/21/2017

EXPLANATION OF CODES: M-MEMO ENTRY B-SPECIAL ITEM NOT IN OUR POSSESSION C-TEMPORARY CLEARANCE D-DEPOSITORY TRUST COMPANY F-FEDERAL BOOK ENTRY L-LOAN LG-LONG OPTION POSITION SH-SHORT OPTION POSITION DP-DTC PLEDGE FP-FBE PLEDGE P-PTC

Exhibit "F"

Account Number

Close Of Business 10/31/16

Account Title

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FOOTNOTES AT THE CLOSE OF BUSINESS SHOWN ABOVE WE HELD THE FOLLOWING PROPERTY FOR THE ACCOUNT INDICATED

CODE	AMOUNT/SHARES	DESCRIPTION	CUSIP NUMBER		RATE	MATURITY OR PAR VALUE
F	1,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP NOTES FIXED .625% 01/NOV/2016 USD 1000 DATED DATE: 10/18/12	3134G3S50	2	.6250	11/01/2016
F	2,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP CALLABLE MEDIUM TERM NOTE FIXED 0.85% 12/DEC/2017 USD 1000 DATED DATE: 06/12/13	3134G45U8	2	.8500	12/12/2017
F	1,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP NOTES FIXED .67% 30/MAY/2017 USD 1000 DATED DATE: 04/27/15	3134G6YC1	2	.6700	05/30/2017
F	2,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED 0.875% 28/AUG/2017 USD 1000 DATED DATE: 07/20/12	3135G0MZ3	2	.8750	08/28/2017
F	2,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED 0.875% 26/OCT/2017 USD 1000 DATED DATE: 09/24/12	3135G0PQ0	2	.8750	10/26/2017
F	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION BOND FIXED .875% 20/DEC/2017 USD 1000 DATED DATE: 10/30/12	3135G0RT2	2	.8750	12/20/2017
F	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION CALLABLE NOTES FIXED .75% 14/MAR/2017 USD 1000 DATED DATE: 03/14/13	3135G0VM2	2	.7500	03/14/2017
F	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED .75% 20/APR/2017 USD 1000 DATED DATE: 03/10/14	3135G0ZB2	2	.7500	04/20/2017
F	1,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP NOTES FIXED 1% 29/JUN/2017 USD 1000 DATED DATE: 05/14/12	3137EADH9	2	1.0000	06/29/2017
F	1,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP NOTES FIXED 1% 29/SEP/2017 USD 1000 DATED DATE: 08/10/12	3137EADL0	2	1.0000	09/29/2017
		*				
		TOTAL MARKET VALUE 0.00				
		*				
		TOTAL UNITS 31,112,000.00				
		*				
		TOTAL NUMBER OF HOLDINGS - 26				

EXPLANATION OF CODES: M-MEMO ENTRY B-SPECIAL ITEM NOT IN OUR POSSESSION C-TEMPORARY CLEARANCE D-DEPOSITORY TRUST COMPANY F-FEDERAL BOOK ENTRY L-LOAN LG-LONG OPTION POSITION SH-SHORT OPTION POSITION DP-DTC PLEDGE FP-FBE PLEDGE P-PTC

Exhibit "F"

Account Number

Close Of Business

Account Title

End of Report

Disclaimer

Market values and exchange rates were obtained from sources which J.P. Morgan believes to be reliable but have not been verified and are for the exclusive use of the customer. J.P. Morgan makes no statement or warranty, expressed or implied, that any quoted values reflect the proceeds which may be received on the sale of a security.

Reports generated intraday are subject to change until end of day processing is complete. J.P. Morgan will not be liable for any loss or damage arising out of the inaccuracy of any such information or customer's reliance thereon.

Assets reflected as "held elsewhere", "memo", "memorandum" or "blue sheet" may not be held in custody by J.P. Morgan and may not be subject to J.P. Morgan's control. As such, customers may have no securities entitlement or other right against J.P. Morgan with respect to these positions, and J.P. Morgan will not be liable with respect to these assets.

Balances in BHD, BRL, CNY, COP, INR, KRW, KWD, KZT, TWD, UAE, VEF, VND, XOF and ZWD are held in accounts in the client's name with the subcustodian and are payable by the subcustodian only. Clients should contact their Relationship Manager for any questions related to this.

Reports customized or edited by customers may not reflect all assets or transactions.

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8. INVESTMENT ACCOUNT INFORMATION

Applicant must provide information on the sweep account or investment account recommended for use by the City as well as detailed information on the applicant's most attractive interest yielding option.

During this low rate option, J.P. Morgan recommends utilizing the ECR to offset banking services. Any excess funds can be placed in our J.P. Morgan's High Yield Savings Account via transfer from ACCESS Online which will be fully collateralized. We have provided information on other accounts that the City may consider.

Investment Sweeps

As a leading liquidity solutions provider, J.P. Morgan offers an extensive array of automated intraday and end-of-day investment sweeps to help clients efficiently invest account balances, maintain full intraday liquidity and meet investment guidelines. Investment sweep services afford competitive returns while simultaneously providing fluid integration with the City's operating accounts.

- **Innovation**. We continuously strive to maintain our position as a global leader in cash and liquidity management. In the past year few years, the bank invested $106 million in its global liquidity platform to deliver a broader selection of capabilities, more reliable service, and a consistent client experience around the world.
- **Convenience**. J.P. Morgan's automated investment sweeps can provide convenience and greater investment efficiency. Funds are automatically invested directly from the City's account based on flexible investment parameters that you set - investing all or part of the City's daily balances.
- **Transparency**. We expanded our electronic banking platform with J.P. Morgan ACCESS Liquidity Solutions that helps clients like the City actively manage global liquidity, reduce risk, and improve coordination across enterprises. J.P. Morgan ACCESS Liquidity Solutions provides real-time visibility into cash positions globally and monitors daily cash movements to increase transparency and control of the investment sweep process.

The City can use the breadth of our services, reputation, and financial strength and stability to help build upon the efficiency and value of your own cash management operation. Below please see a detailed breakout of sweep investment options available to the City.

Exhibit "F"

Sweep Options	
J.P. Morgan Money Market Funds (MMF)	
Exposure	The specific MMF selected; see prospectus.
Rating*	
Sweep Type	End-of-day and intraday.
Timing	• Last transaction of the business banking day. • Intraday – 1 hour prior to fund close.
Return of Funds	• The morning of the next business day. • Intraday – only when DDA balance falls below target.
Interest/Dividends	Dividends accrued daily paid monthly based on 365 day basis.
Restrictions/Comments	• U.S. corporations/entities must invest in U.S.-registered funds. • Non-U.S. entities may be available to invest in Offshore funds subject to applicable laws, rules, and regulations. • See prospectus for Fund details.

*Ratings were issued by Standard & Poor's and Moody's. Credit ratings are provided for information purposes only. Credit ratings are solely the opinions of the rating agencies. J.P. Morgan does not endorse, and accepts no responsibility for, the credit ratings issued by the rating agencies. Credit ratings may be changed, superseded or withdrawn by the rating agencies at any time.

Interest Bearing Accounts – Hybrid DDA

In today's current rate environment, the City may consider using our Hybrid Demand Deposit Account (Hybrid DDA), which provides a combination of an earnings credit allowance on non-interest bearing balances to offset banking service fees and an interest rate on balances over a predetermined threshold.

J.P. Morgan's Checking with Interest account provides a unique option of either paying interest on 100% of the collected account balance or providing a combination of earnings credit and interest. The earnings credit/interest combination is also referred to as our Hybrid Demand Deposit Account (Hybrid DDA) product, which combines a traditional DDA that receives an earnings credit rate to offset service fees with an interest bearing account. Balances up to a predetermined threshold earn an earnings credit allowance to offset bank service fees, with balances above the threshold earning hard dollar interest. Interest accrues daily and is paid monthly.

Exhibit "F"

A Hybrid DDA offers the following benefits:

- Operating efficiency – Can be operationally more efficient for optimizing cash than managing a sweep or direct investment because the funds remain in one cash account and are available for use as needed. It may also reduce the cost that can accompany a sweep option
- Full utilization of cash balances
- Full liquidity – Balances are fully liquid throughout the business day with no restrictions on withdrawals
- An attractive rate of return – In the current market, the Hybrid DDA can offer a competitive rate of return as compared to other short-term investment products

9. SUMMARY BUSINESS CONTINUITY PLAN

Summary of the applicant's business continuation plans as they pertain to the City's ability to perform normal banking functions during natural and un-natural bank operation disruptions, including a statement of commitment to provide the City continuous and ongoing Depository Bank services to the best of the successful applicant's ability.

As an integral part of normal business operations within J.P. Morgan, every manager in the firm is responsible for developing and maintaining resiliency plans as part of the firm wide Resiliency Management Program, part of the firm's Global Resiliency and Information Technology Risk Management department.

Resiliency activities of J.P. Morgan must comply with and are governed by several agencies that have laws, rules and regulations. Within the firm's policy, requirements have been defined for each critical business process to provide essential business and technology service levels to comply with resiliency requirements of the Office of the Comptroller of the Currency, the Federal Financial Institutions Examination Council (FFIEC), the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U. S. Financial System and regulatory agencies within the different geographic regions. Resiliency planning is also commonly referred to by terms within the industry as business continuity, disaster recovery and contingency planning; they all represent the process whereby financial institutions ensure the maintenance or recovery of operations and service to their clients.

Resiliency plans must explicitly address the business, operations and technology components of a business process, including those critical processes and functions provided by outside service providers and industry utilities. Contingency locations are an integral part of resiliency planning. In combination with the firm's testing program the locations ensure that the business resiliency plans remain accurate, relevant and operable to minimize disruption to our clients. Critical resiliency plans are tested annually, at a minimum, to verify the effectiveness of alternate locations and to demonstrate that the plans remain accurate and executable.

J.P. Morgan's resiliency plans are subject to reviews by J.P. Morgan's Internal Audit Department and the Resiliency Risk Management group, which acts as the firm's governing body for Business Resiliency measures. The plans must address and comply with documented organizational requirements. All findings are escalated to the business units, Risk Management and division executive for review. The firm's Board of Directors reviews the status of the overall resiliency program on an annual basis.

J.P. Morgan's exercises commercially reasonable efforts to ensure that the firm meets our obligations to you and to all of our clients. The firm's resiliency program provides comprehensive business impact analysis, risk assessment, resiliency planning and testing to ensure we can manage our risk and our clients risk within a reasonable time period.

Exhibit "F"

A summary overview of J.P. Morgan's CIB business resiliency planning is provided for your review in the following pages. If you require more detail regarding our business resiliency planning methodology, we will be pleased to arrange a meeting for you with members of our business resiliency staff.

Exhibit "F"

J.P. MORGAN CORPORATE & INVESTMENT BANK BUSINESS RESILIENCY SUMMARY

May 2016

The information contained in this document is confidential and proprietary to JPMorgan Chase & Co.

The business resiliency plans of JPMorgan Chase & Co. are subject to change without notice and do not guarantee that for every disaster or business disruption: (i) such plans will be successfully implemented; or (ii) such plans, if implemented, will be sufficient and appropriate to avoid, deter or mitigate the disaster or business disruption.

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Exhibit "F"

Business Resiliency Planning

Recovering from or even avoiding a service disruption, whether a component failure or a full-scale disaster, depends on a comprehensive and effective contingency and business resiliency planning process combined with experienced people to execute the plan. J.P. Morgan's business resiliency plans address all parts of the business – including employees, facilities, systems, telecommunications, and third parties. Our business resiliency plans are living documents that are updated on an ongoing basis to incorporate lessons learned and tested regularly to validate the effectiveness and completeness of the plans.

Business Resiliency plans, recovery time objectives, test dates and results are classified as "company confidential" and cannot be disclosed or shared with external entities. For informational purposes, this document provides an overview of the Business Resiliency planning, testing and implementation approach in place for J.P. Morgan's Corporate & Investment Bank line of business.

J.P. Morgan uses an integrated Business Resiliency strategy that addresses both the technology recovery (IT Resiliency) and business continuity planning (Business Resiliency) required to resume operations from a disruption and provide for continuing operations over the course of a business interruption.

J.P. Morgan's Firm-wide Business Resiliency Program is designed to comply with all applicable guidelines from the U.S. Office of the Comptroller of the Currency (OCC), the U.S. Federal Financial Institutions Examination Council (FFIEC) and the *Interagency White Paper on Sound Practices to Strengthen the Resilience of the U. S. Financial System. Additionally,* there are approximately 100 guidelines worldwide for resiliency. As there is no universally accepted global resiliency regulation, the Firm views the guidelines as requirements to create Firm-wide standards as opposed to adopting a single regulation or standard as the Firm standard. Our corporate policies and line of business guidelines are documented to account for the various global regulations. The Firm's Corporate & Investment Bank line of business business resiliency plans are subject to audits by various regulatory agencies, including the U.S. Federal Reserve, the U.S. OCC, the U.K. Prudential Regulatory Authority and the Financial Conduct Authority, Asia-Pacific monetary authorities and others.

Recovery strategies and plans are documented to account for both the typical planning scenario and the worst-case scenario, involving loss of life and widespread geographic interruption. The corporate planning standard requires that the recovery strategies are sustainable for 30 days.

J.P. Morgan's Global Business Resiliency group is responsible for leading the Firm-wide Business Resiliency Program. This Program includes corporate governance, awareness and training as well as strategic and tactical initiatives to ensure that risks are identified, assessed, and managed through a cycle of risk assessment, planning, testing and reporting. Program governance utilizes a hierarchy of oversight committees to ensure visibility of the Firm's resiliency capabilities and requirements. The Business Resiliency Program and related governance structure is ultimately accountable to the Board of Directors of J.P. Morgan and reports into the Board of Directors through its Audit, Operating and Management Committees.

The Firm's Corporate & Investment Bank line of business maintains both a dedicated staff responsible for providing Business Resiliency services to all of its sub-business units and a

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dedicated IT Resiliency team focused on technology resiliency. These professionals provide governance, oversight and compliance functions for business and technology personnel. The combined team is responsible to ensure that corporate, regulatory and country-specific requirements are met. IT recovery strategies and plans (also known as technology recovery plans) address the recovery of critical systems and applications from an interruption to normal processing cycles. A full range of technical solutions are used, with the specific technologies applied to each application/function depending on the criticality and recovery time objective of the specific application. J.P. Morgan data centers support a wide range of technology to provide high availability environments and alternate site recovery capabilities, including disk mirroring, clustering, geographically dispersed systems, and offsite tape backups, depending on the criticality and recovery time objective of the application(s).

Documented business continuity strategies and plans address the recovery of functions and/or people to one or more viable alternate recovery sites. When similar processes utilizing like systems are performed at multiple locations, the use of a sister site or distributed operating model is generally the preferred recovery approach. A sister site is defined as a facility that performs like processes, using similar systems and equipment, and where local management possesses expertise on the processes to be recovered at that location. In situations where only workspace or access to remote applications is required, other J.P. Morgan locations outside the production site zone are the preferred approach.

Plan Development

The services J.P. Morgan provides to our clients involve multiple systems and services that, when combined, deliver a best in class product to you. A part of our resiliency process is to analyze that stream of systems and services to ensure they have adequate recovery time objectives and supporting resiliency plans to meet our client and J.P. Morgan needs should any one of those systems or services be interrupted. Our global resiliency effort is comprised of over 1,000 active business resiliency plans, each managed by a J.P. Morgan Business Resiliency Manager.

J.P. Morgan's Risk Analysis considers numerous specific threats which include the following:

- Economic Risk (e.g. economic developments in one country may negatively impact international transactions)
- Natural Disaster Risk (e.g. likelihood of earthquakes, floods, fire, tsunamis, tornadoes and other natural hazards)
- Operational Risk (e.g. the influence of societal and structural factors on business activity in a country, and the likelihood of state and non-state actors either facilitating or impeding efficient business operations)
- Political Risk (e.g. likelihood of state or non-state political actors negatively affecting business operations in a country through regime instability or direct/indirect interference)
- Security Risk (e.g. likelihood of state or non-state actors engaging in actions that harm the financial, physical and human assets of a company, and the extent to which the state is willing and able to protect those assets)
- Terrorism Risk (e.g. likelihood that acts of terrorism directly or indirectly affect business operations in a country. Terrorist acts may include bombings, murder, hostage-taking, attacks using chemical, biological or radioactive agents, and use of non-conventional weapons, or threats of attacks)

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Exhibit "F"

- Travel Risk (e.g. the threat posed to travelers and expatriates by political violence (including terrorism, insurgency, politically motivated unrest and war), social unrest (including sectarian, communal and ethnic violence) as well as violent and petty crime.

J.P. Morgan uses a formal Business Impact Analysis (BIA) process and a standard tool to gather and analyze data with each business unit. For consistency of process and content, a Business Resiliency Manager works with the business unit staff to conduct this assessment. The BIA measures the potential impact of disruption to clients, as well as legal, regulatory and financial impact to the Firm if the business process is not able to function. The business unit then establishes a recovery time objective for processes and supporting infrastructure. The recovery time objective range begins with intraday recovery (either 2 hours or 4 hours) and extends out based on the criticality and time-sensitivity of the process (either 24, 48, 72 or 73+ hours). Our BIA process is conducted and completed annually on the nearly 3,000 business processes managed by J.P. Morgan.

Output from the BIA is used to define and develop a preferred recovery strategy consistent with the specified recovery time objective. Standardized methodologies, templates and tools provide consistent reporting mechanisms, helping to ensure that the selected strategy and the detailed plan address all relevant aspects of our Corporate policies and line of business guidelines. All business resiliency plans are required to incorporate and satisfy specific critical elements, including:

- Recovery Strategy
- Recovery Time Objective
- Emergency Notification
- Work-in-process Assessment
- Employee Call Tree
- Damage Assessment
- Recovery Procedures
- Customers/Third Parties
- Equipment/Software
- Telecommunications

Risk assessment and recovery site selection includes evaluation of sites that will not likely be impacted by the same event considering regional geography and critical infrastructure that supports the process. In many cases, alternate J.P. Morgan locations or sister sites are the primary recovery site. Select business units have established hot site locations for business and technology recovery while others have contracts with third party vendors to provide and support business and systems recovery.

Where applicable, business resiliency plans reference command centers, assembly sites, offsite storage and recovery sites. A formal process to document and approve recovery sites is in place to help avoid the potential double-booking or business unit overlap at recovery sites. Additionally, support groups, such as Real Estate and Desktop Support, ensure recovery sites can be utilized effectively at the time of an interruption and that plans are established to provide required infrastructure within allowable timeframes.

Enhancements to J.P. Morgan business resiliency plans are on-going. Specifically, J.P. Morgan continues to increase operational resiliency through greater use of production location diversification. Technology improvements have been implemented within our world-class data centers further improving the resiliency and robustness of our technology environment.

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Exhibit "F"

Testing, Training and Education

All plans must comply with the Firms' Corporate Testing policy and test cycle. Each resiliency plan is tested annually, at a minimum. Exercises can include:

- Notification Testing: Assure the accuracy and completeness of call tree information is maintained through organizational changes.
- Walkthrough: Familiarize the business unit or support group staff with the plan and their role in its execution. This validates that the resiliency plan incorporates all critical processes and helps to identify gaps or other weaknesses requiring remediation.
- Simulation Testing: Validate and share assumptions, including those related to dependencies, and the ability of support groups, third parties, and other vendors to provide support. A scenario-based exercise, simulation testing is an interactive session where participants are presented with a disruption and must react to one or more impacts and make critical decisions.
- Full Physical: Validate the ability to recover business units, processes, applications, and infrastructure within the established recovery time objective without dependency on the primary location.

Business management is aware of all activity leading up to the execution of the test. Post-test reports are reviewed with business management upon completion of the event. A central log is maintained of significant issues encountered during a test. Each month the list of issues, if any, is updated to reflect the current status, including actions taken, reviewed with business management and escalated as appropriate. Issues that arise during testing are retested within an appropriate timeframe.

Resiliency plans supporting critical business processes are reviewed and updated annually or more frequently when there are significant changes in the environment. Plan maintenance sessions are typically comprised of a formal review of all aspects of the applicable resiliency plan and updates are contemporaeneously made, as necessary. Every J.P. Morgan employee is required to complete Business Resiliency training annually. The objective of this training is to provide an overview of the key components of business resiliency and illustrate how each individual employee can support and play a role in Business Resiliency. Core resiliency skills training is also available for Business Resiliency Professionals and Coordinators.

In addition, J.P. Morgan has a formal, centrally managed, assessment process to evaluate the adequacy of security, disaster recovery and business continuity controls in place at critical third parties. A critical third party is an external entity, which provides a product or service that has client, revenue, regulatory or reputational impact to J.P. Morgan.

Business Resiliency plans are subject to reviews by J.P. Morgan's Global Business Resiliency group, which acts as the Firm's governing body for Business Resiliency measures. The plans must address and comply with documented organizational requirements. All findings are escalated to the business units, Risk Management and division executive for review. Additionally, the Corporate & Investment Bank line of business Quality Planning Program has been designed to assess, challenge and enhance all Corporate & Investment Bank Business Impact Analysis and Business Resiliency Plans to ensure businesses develop recovery solutions that are specific to their needs taking into consideration the business model, location strategy, operating assumptions and key dependencies. The program stress tests existing

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strategies and plans by focusing on several key areas that will drive a more comprehensive and granular planning strategy to ensure businesses are well prepared for disruptions affecting operations for the short and long term. The goal of the program is to enhance the quality, drive consistency and ensure sustainability.

Event Management, Escalation and Response

J.P. Morgan maintains regional crisis management teams and site incident management teams to address emerging risks and respond to actual recovery issues. Within the Corporate and Investment Bank, a crisis management framework manages business units and customers through a potential or actual business interruption event. This patented process is tested on a regular basis and has been successfully used to manage through a multitude of planned and unplanned events including hurricanes, floods, snowstorms, terrorist attacks, technology interruptions and power outages. The following areas are addressed:

- Notification of employees and activation of the plan
- Damage assessment of facility, technology and work-in-progress
- Evaluation and impact of established service level agreements
- Communication with key support providers and customers
- Recovery of work-in-progress
- Recovery site activation
- Impact on support groups and interdependent processes
- Movement of work and people
- Business unit and technology recovery
- Restoration of the process back to the original production location

J.P. Morgan is a large, geographically dispersed financial institution with the ability to manage complex events. Automated notification tools, e-mail, instant messaging, and teleconference bridge lines are used to communicate and coordinate activities across all business units and support groups.

In an actual business disruption, it can be critical to determine accurately the extent of damage and the resources required to resume and maintain operations. Damage Assessment is comprised of three components, coordinated by groups knowledgeable in their established discipline: the Global Real Estate Group evaluates the facility and select supporting infrastructure; business unit management evaluates the impact of in-progress and expected workload and determines the appropriate level of response; Global Technology Infrastructure evaluates the impact on electronic equipment, including computers, network and servers.

Within each line of business at each location, a senior individual is appointed to represent the business at the J.P. Morgan's Firm-wide Crisis Command Center. In the event of a business disruption, J.P. Morgan will activate the Crisis Command Center in order to determine the scope of the disruption, the effect on the business and on our clients. When activated, the Crisis Command Center is staffed 24 hours a day with senior representatives from Real Estate, Security, Technology, Infrastructure, Risk Management, Legal,Compliance, Insurance, Audit, Human Resources, Corporate Communications/Marketing, Finance and each line of business.

To keep clients informed during a business disruption J.P. Morgan relies on both written and verbal communications. We provide clients with regular updates summarizing the status of the situation and the impact to clients. Depending on the nature of the disruption and the

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number of clients impacted, the Firm may use direct telephone calls, conference calls, e-mails, faxes, recorded messages, and other means to disseminate information. When applicable, communications may include contact information for those areas operating at contingency locations.

Minimizing Likelihood and Extent of A Disruption

J.P. Morgan's extensive global footprint provides built-in redundancy for many core processing, operations and service delivery functions. J.P. Morgan has strategically located data centers and operation centers throughout the world. This geographic distribution helps to reduce the impact of a local disruption on our business. Each location has at least one defined and tested recovery site with connectivity to applications and a tested plan for relocating to the alternate site and resuming business.

Further minimizing the likelihood of a full-scale business disruption, J.P. Morgan's data centers and data storage procedures have been designed to minimize the likelihood of a disruption in the event of a disaster and to eliminate single points of failure, as described below.

- Data centers have on-site backup processing resources to address local equipment issues.
- Data centers and major operations facilities are designed to receive electrical power from dual utility feeds, multiple redundant Uninterruptible Power Supply (UPS) protection, and redundant on-site generators. Buildings feature stringent physical security, using highly sophisticated systems to prevent against and detect fire, smoke, water and intrusion. These measures help to reduce the risk and minimize the consequences of these events. Each building is secured at the main entrance, requiring electronic ID cards for access. In addition, a trained and equipped security staff provides 24-hour coverage.
- In major facilities, the voice service is delivered over the data network (Voice Over IP), leveraging the diverse routing of the corporate network. Elsewhere, voice services are sourced from two separate switching stations (or exchanges) and delivered to the building so that an interruption to one of the switching stations (exchange) would not affect the entire building's workspace.

J.P. Morgan maintains a proprietary telecommunications network across our global operating facilities and data centers, which is designed to maintain communications in the event of a disaster. We have redundant components for each connection (e.g., routers, switches, etc.) which allow us to immediately correct device failures. We have configured our network with multiple diversely routed paths that allow us to re-direct traffic in the event of a disruption. This enables us to utilize additional options in the event of a provider outage.

Wide-scale Staff Disruption (including Pandemic Preparedness)

Based on the World Health Organization's pandemic model, J.P. Morgan has prepared a process for creating layers of defense to prevent virus transmission and a work-around for the possibility of mass employee absenteeism. Our plans not only address a pandemic situation but would serve us for other wide-scale staff disruptions. Planning incorporates preparedness and expertise from all areas of the Firm. Consideration has been given to the unavailability of the workforce or closing of locations over extended periods of time. J.P. Morgan will exercise commercially reasonable efforts to ensure that the Firm will meet its obligations to you and to all of our customers.

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Exhibit "F"

10. REFERENCES –

List of at least three (3) comparable references and current Texas Public Funds clients, including total number of collateralized Texas Public Fund clients.

City of Georgetown	
Contact Name:	Lorie Lankford
Title:	Asst. Finance Director
Address:	221 East Main Street, Georgetown, TX
Phone Number:	512-218-3295
Email Address:	llankford@roundrocktgexas.gov
Years of service provided:	6 Years

Reference Name City of Austin	
Contact Name:	Belinda Erwin
Title:	Assistant Treasurer
Address:	700 Lavaca 9th Floor, Austin TX
Phone Number:	512-974-7885
Email Address:	Belinda.erwin@austintexas.gov
Years of service provided:	5 years

Reference Name Leander Independent School District	
Contact Name:	Dana Paulson
Title:	Comptroller
Address:	Box 218, Leander, TX
Phone Number:	512-570-0068
Email Address:	Dana.paulson@leanderisd.org
Years of service provided:	Since 1975

The bank currently has over 200 Texas Public Fund clients collateralized.

Exhibit "F"

11. SAMPLE FIRREA COMPLIANT DOCUMENT.

A sample copy of applicant's FIRREA compliant document that clearly shows that the applicant's Board or designated committee has accepted the depository agreement and authorized the pledge of collateral, with a permanent record of this action to be maintained in the minutes of the applicant.

J.P. Morgan has policies and procedures designed to comply with applicable state and federal law, including Title 12 USC Section 1823(e), which describes certain provisions needed to diminish or defeat the FDIC's potential claim against the collateral. The Board of Directors of J.P. Morgan has passed a resolution which delegates authority from the Board to certain personnel to, among other things, enter into agreements with governmental entities to serve as a depository and to pledge collateral to secure that entities' public funds deposits. This resolution can be delivered upon request.

Exhibit "F"

Appendices

Appendix 1. **Availability Schedules**

Appendix 2. **Certification By Business Organization Letter**

Exhibit "F"

J.P.Morgan

Availability Schedule

January-16

Exhibit "F"

J.P.Morgan Availability Schedule Policy
Paper Deposits

The funds availability of checks deposited is based on the financial institution where the check is drawn.

The cutoff for same day ledger credit for deposits delivered directly to a regional processing center is 4:00 p.m. local time. Deposits received after deadline will be posted on the next business day.

The Federal Reserve banking system will not forward process any item over $99,999,999.99. J.P.Morgan may refu such item or handle any such item as a collection item, with customer credit and availability deferred accordingly.

Thrift and S&L routing transit numbers (RTs) receive the same availability as the corresponding RT range as listed in the schedule.

Federal Reserve Bank and Federal Home Loan Bank RTs are assigned one day float.

Availability schedules may be changed without notification.

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PAPER CHECK AVAILABILITY SCHEDULE 301

Exhibit "F"

Routing Transit Number(s)	Description	Availability	Fraction
See "On-Us" Tab	On Us	0	100%
See "On-Us" Tab	On Us Controlled Disbursement	1	100%
0000-0020, 0119, 0800	Postal Money Orders	1	100%
0000-0050, 0051	U.S. Treasury Warrants	1	100%
0000-9000	Savings Bonds	1	100%
All Others	Domestic Institutions	1/2	70%/30%

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Exhibit "F"

Nationwide On Us RTs

0210-0002	0440-0003	0750-0001	1130-0767
0210-0012	0519-0036	0830-0013	1221-0002
0211-0036	0610-9238	1020-0101	1232-7197
0212-0233	0654-0013	1030-0064	1240-0154
0212-0271	0710-0001	1070-8955	2631-8986
0212-7272	0710-0077	1110-0061	2670-8413
0213-0046	0710-7452	1110-0115	3222-7162
0214-1063	0711-0026	1119-2186	3250-7076
0223-0017	0720-0032	1119-9377	
0280-0012	0740-0001	1130-0060	

Nationwide CD RTs

0213-0937	0311-0026	0719-2322	1020-0097
0220-0084	0441-1544	0724-1292	1070-0109
0311-0023	0652-0475	0759-0272	1113-0088

Exhibit "F"

J.P.Morgan

Availability Schedule

Jaunary 2016

Exhibit "F"

J.P.Morgan Image Cash Letter (ICL)
Availability Schedule Policy

The funds availability of checks deposited is based on the financial institution where the check is drawn.

Deadlines in this schedule apply to image cash letter deposits that are transmitted directly to J.P.Morgan.

The Federal Reserve banking system will not forward process any item over $99,999,999.99. J.P.Morgan may refuse to process such item or handle any such item as a collection item, with customer credit and availability deferred accordingly.

Availability schedules may be changed without notification.

Thrift and S&L routing transit numbers (RTs) receive the same availability as the corresponding RT range as listed in the schedule.

Federal Reserve Bank and Federal Home Loan Bank RTs are assigned one day float.

The weekend deadline for file transmissions is 5:00 PM Sunday. The stated availability on the attached schedule also applies to weekend transmissions.

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Corporate ICL 301

Exhibit "F"

Routing Transit Number(s)	Description	Deadline*	Avl	Fraction
JPMC	See "summary" tab	10:00 PM	0	100%
Chase CDs	See "summary" tab	5:30 AM	0	100%
Group 1	See "Group 1" tab	12:00 AM	0/1	95%/5%
Group 2 Tier 1	See "Group 2 Tier 1" tab	12:00 AM	0/1	95%/5%
Group 2 Tier 2	See "Group 2 Tier 2" tab	12:00 AM	0/1	95%/5%
0000-0020, 0119, 0800	Postal Money Orders	6:00 AM	0/1	95%/5%
0000-0051	US Treasury	6:00 AM	0/1	95%/5%
1214, 3214	Guam/Mariana Islands	2:00 AM	2	100%
All others	Domestic FIs	12:00 AM	1/2	95%/5%

*Deadlines are Eastern Standard Time

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Exhibit "F"

Group 1 RTs	8,754
Group 2 Tier 1	2,714
Group 2 Tier 2	8,017
On Us RTs	38
Total Selects	19,523

Nationwide On Us RTs

0210-0002	0440-0003	0750-0001	1130-0767*
0210-0012	0519-0036	0830-0013	1221-0002
0211-0036	0610-9238	1020-0101	1232-7197
0212-0233	0654-0013	1030-0064	1240-0154
0212-0271	0710-0001	1070-8955	2631-8986
0212-7272	0710-0077	1110-0061	2670-8413
0213-0046	0710-7452	1110-0115	3222-7162
0214-1063	0711-0026	1119-2186*	3250-7076
0223-0017	0720-0032	1119-9377	
0280-0012	0740-0001	1130-0060	

Nationwide CD RTs

0213-0937	0311-0026	0719-2322	1020-0097*
0220-0084	0441-1544	0724-1292	1070-0109*
0311-0023	0652-0475	0759-0272	1113-0088

***: RTs can be presented via Image Cash Letter but cannot be presented via Direct On Us Image Exchange**

Exhibit "F"

Group 1

Total RTs: 8,754

Select Group 1 Transit Routing Numbers

0000-0020	0113-0260	0116-0062	0212-0160	0212-1401	0213-0881	0215-0222	0215-8321	0219-1382	0260-0284
0000-0051	0113-0261	0116-0077	0212-0163	0212-1405	0213-0920	0215-0223	0215-8324	0219-1386	0260-0292
0000-0800	0113-0274	0116-0086	0212-0231	0212-1406	0213-0928	0215-0226	0215-8327	0219-1407	0260-0295
0000-9000	0113-0276	0116-0102	0212-0244	0212-1408	0213-0973	0215-0228	0215-8333	0220-0004	0260-0302
0110-0002	0113-0283	0116-0110	0212-0397	0212-1409	0213-0999	0215-0230	0215-8334	0220-0086	0260-0324
0110-0013	0113-0307	0116-0117	0212-0441	0212-1410	0213-1032	0215-0234	0215-8335	0220-7269	0260-0326
0110-0127	0113-0309	0116-0123	0212-0459	0212-1416	0213-1040	0215-0238	0215-8336	0223-0268	0260-0327
0110-0133	0113-0311	0116-0126	0212-0523	0212-1418	0213-1046	0215-0266	0215-8337	0223-0278	0260-0335
0110-0172	0113-0332	0116-9260	0212-0564	0212-1427	0213-1059	0215-0272	0215-8338	0223-0293	0260-0355
0110-0196	0113-0386	0117-0042	0212-0589	0212-1432	0213-1071	0215-0273	0215-8350	0223-0403	0260-0378
0110-0233	0113-0428	0117-0108	0212-0607	0212-1435	0213-1138	0215-0275	0215-8353	0223-0461	0260-0404
0110-7515	0113-0447	0117-0110	0212-0624	0212-1443	0213-1152	0215-0279	0215-8357	0223-0577	0260-0409
0110-7520	0113-0451	0117-0128	0212-0627	0212-1449	0213-1343	0215-0280	0215-8359	0223-0625	0260-0422
0111-0161	0113-0520	0117-0131	0212-0658	0212-1452	0213-1388	0215-0291	0215-8364	0223-0652	0260-0429
0111-0213	0113-0526	0117-0142	0212-0667	0212-1457	0213-1392	0215-0293	0215-8365	0223-0678	0260-0430
0111-0235	0113-0533	0117-0166	0212-0694	0212-7270	0213-8264	0215-0294	0215-8377	0223-0681	0260-0462
0111-0261	0113-0682	0117-0190	0212-0699	0212-7274	0213-8457	0215-0297	0215-8414	0223-0684	0260-0472
0111-0266	0113-0710	0117-0198	0212-0700	0212-7279	0214-0546	0215-8266	0215-8416	0223-0696	0260-0480
0111-0312	0113-0711	0117-3602	0212-0701	0212-8354	0214-0791	0215-8269	0215-8417	0223-0760	0260-0482
0111-0413	0113-0712	0117-7510	0212-0702	0212-8393	0214-0859	0215-8270	0215-8421	0223-0782	0260-0486
0111-0419	0113-0715	0118-0248	0212-0711	0212-8396	0214-0870	0215-8271	0216-0605	0223-0922	0260-0532
0111-0428	0113-0717	0118-0538	0212-0715	0212-8397	0214-1133	0215-8273	0216-0606	0223-0923	0260-0541
0111-0433	0113-7516	0118-0714	0212-0735	0213-0057	0214-1315	0215-8274	0216-0611	0223-0935	0260-0548
0111-1055	0113-7527	0119-7522	0212-1005	0213-0066	0214-1338	0215-8275	0216-0621	0223-0961	0260-0561
0111-1070	0113-7538	0210-0008	0212-1007	0213-0067	0214-1360	0215-8278	0216-0658	0223-0968	0260-0590
0111-1073	0114-0001	0210-0032	0212-1011	0213-0068	0214-1372	0215-8280	0216-0667	0223-1012	0260-0591
0111-1075	0114-0003	0210-0103	0212-1305	0213-0091	0214-1412	0215-8282	0216-0669	0223-1042	0260-0600
0111-7521	0114-0014	0210-0108	0212-1309	0213-0111	0214-1428	0215-8283	0216-0674	0223-1111	0260-0623
0112-0047	0114-0113	0210-3120	0212-1317	0213-0255	0214-1434	0215-8285	0216-8378	0223-1302	0260-0744
0112-0140	0114-0185	0210-5205	0212-1318	0213-0264	0214-1442	0215-8286	0219-0244	0223-1402	0260-0768
0112-0143	0114-0187	0211-1092	0212-1321	0213-0288	0214-1445	0215-8287	0219-0247	0223-1433	0260-0777
0112-0149	0114-0193	0211-1096	0212-1330	0213-0347	0214-1446	0215-8290	0219-0647	0223-8353	0260-0780
0112-0150	0114-0196	0211-1180	0212-1337	0213-0361	0214-1469	0215-8291	0219-0680	0223-8375	0260-0792
0112-0152	0114-0206	0211-1293	0212-1339	0213-0467	0214-1482	0215-8293	0219-0731	0223-8398	0260-0799
0112-0175	0114-0207	0211-1312	0212-1341	0213-0538	0214-1493	0215-8294	0219-0797	0260-0021	0260-0804
0112-0176	0115-0012	0211-1319	0212-1344	0213-0557	0214-7303	0215-8295	0219-0827	0260-0112	0260-0807
0112-0199	0115-0072	0211-1320	0212-1346	0213-0599	0214-7309	0215-8296	0219-0852	0260-0128	0260-0824
0112-0239	0115-0085	0211-1325	0212-1348	0213-0654	0215-0201	0215-8297	0219-0930	0260-0142	0260-0834
0112-0290	0115-0091	0211-1366	0212-1349	0213-0705	0215-0203	0215-8298	0219-0934	0260-0146	0260-0843
0112-0291	0115-0102	0211-1411	0212-1350	0213-0709	0215-0204	0215-8300	0219-1083	0260-0159	0260-0853
0112-7525	0115-0168	0211-1415	0212-1352	0213-0716	0215-0206	0215-8302	0219-1134	0260-0184	0260-0855
0112-7530	0115-0170	0211-1448	0212-1355	0213-0752	0215-0209	0215-8303	0219-1136	0260-0189	0260-0865
0113-0107	0115-0171	0211-1477	0212-1359	0213-0755	0215-0210	0215-8310	0219-1139	0260-0205	0260-0875
0113-0139	0115-0174	0211-1478	0212-1369	0213-0771	0215-0211	0215-8311	0219-1241	0260-0255	0260-0877
0113-0153	0115-0175	0212-0001	0212-1371	0213-0839	0215-0213	0215-8313	0219-1292	0260-0256	0260-0880
0113-0199	0115-7523	0212-0002	0212-1389	0213-0864	0215-0215	0215-8314	0219-1362	0260-0261	0260-0886
0113-0211	0116-0006	0212-0033	0212-1394	0213-0867	0215-0218	0215-8315	0219-1363	0260-0275	0260-0890
0113-0252	0116-0048	0212-0057	0212-1398	0213-0878	0215-0220	0215-8319	0219-1365	0260-0279	0260-0912

Group 1 (cont)

Exhibit "F"

0260-0914	0260-1492	0312-0784	0313-0833	0313-1660	0319-1892	0412-0880	0421-0241	0421-0826	0433-0752
0260-0955	0260-7292	0312-0785	0313-0853	0313-1681	0319-1894	0412-0930	0421-0251	0421-0827	0433-0784
0260-0963	0260-7300	0312-0786	0313-0854	0313-1696	0319-1899	0412-0948	0421-0255	0421-0829	0433-0827
0260-0964	0260-7306	0312-0787	0313-0855	0313-1763	0319-1901	0412-0978	0421-0256	0421-0834	0433-0842
0260-0967	0260-7308	0312-0788	0313-0878	0313-1778	0319-1902	0412-1033	0421-0257	0421-0839	0433-0846
0260-0970	0260-8262	0312-0789	0313-0906	0313-1849	0319-1906	0412-1037	0421-0259	0421-0840	0433-0869
0260-0976	0260-8277	0312-0791	0313-0912	0313-1853	0319-1909	0412-1044	0421-0265	0421-0844	0433-0963
0260-0986	0260-8347	0312-0792	0313-0925	0313-1857	0319-1912	0412-1094	0421-0269	0421-0852	0433-0971
0260-1005	0260-8424	0312-0793	0313-0934	0313-1867	0319-7598	0412-1160	0421-0271	0421-7447	0433-1013
0260-1078	0260-8458	0312-0794	0313-0944	0313-1869	0319-7620	0412-1214	0421-0278	0421-7450	0433-1149
0260-1082	0260-8460	0312-0797	0313-0949	0313-1870	0319-7626	0412-1243	0421-0294	0421-7451	0433-1166
0260-1089	0260-8462	0312-7599	0313-0950	0313-1871	0360-0098	0412-1289	0421-0323	0421-7452	0433-1237
0260-1094	0280-0103	0312-7604	0313-0958	0313-1874	0360-0201	0412-1370	0421-0325	0421-7456	0433-1238
0260-1148	0310-0004	0312-7612	0313-0968	0313-1875	0360-0206	0412-1387	0421-0334	0422-0185	0433-1325
0260-1170	0311-0014	0312-8921	0313-0985	0313-1876	0360-0217	0412-1550	0421-0335	0422-0213	0433-1444
0260-1174	0311-0015	0313-0013	0313-0994	0313-1878	0360-0237	0412-1555	0421-0336	0422-0268	0433-1484
0260-1178	0311-0016	0313-0056	0313-1020	0313-1880	0360-0281	0412-1560	0421-0346	0422-0412	0433-1514
0260-1188	0311-0020	0313-0101	0313-1021	0313-1890	0360-1888	0412-1562	0421-0347	0422-0493	0433-1544
0260-1192	0311-0038	0313-0102	0313-1050	0313-1897	0360-1891	0412-1581	0421-0382	0422-0548	0433-1556
0260-1196	0311-0055	0313-0106	0313-1051	0313-1904	0360-1896	0412-1585	0421-0399	0422-0642	0433-1625
0260-1216	0311-0063	0313-0211	0313-1055	0313-1927	0360-7621	0412-5124	0421-0416	0422-0650	0433-1694
0260-1248	0311-0064	0313-0222	0313-1159	0313-1929	0360-8931	0412-7227	0421-0423	0422-0657	0433-1850
0260-1271	0311-0087	0313-0251	0313-1163	0313-1932	0410-0012	0420-1584	0421-0440	0422-0680	0433-1879
0260-1313	0311-0092	0313-0252	0313-1167	0313-7601	0410-0068	0420-7454	0421-0446	0422-0737	0433-1881
0260-1316	0311-0096	0313-0273	0313-1177	0313-7608	0410-0101	0421-0014	0421-0457	0422-0800	0434-0005
0260-1322	0311-0109	0313-0277	0313-1179	0313-7610	0410-0295	0421-0086	0421-0485	0422-0855	0434-0196
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1111-0224	1113-0873	1113-2189	1119-0354	1119-0771	1119-1242	1119-2430	1122-0198	1130-2416	1131-0683
1111-0240	1113-0903	1113-2231	1119-0359	1119-0777	1119-1274	1119-2435	1122-0212	1130-2417	1131-0698
1111-0281	1113-0904	1113-2240	1119-0362	1119-0782	1119-1285	1119-2436	1122-0266	1130-2440	1131-0716
1111-0284	1113-0974	1113-2253	1119-0382	1119-0792	1119-1306	1119-2447	1122-0303	1130-2441	1131-0751
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Group 1 (cont)

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1222-4471	1231-0359	1241-0358	1243-8487	1251-0879	2111-7030	2111-7993	2113-7043	2113-7193	2113-8363
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Group 1 (cont)

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Group 1 (cont)

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3233-8082	3251-8008	3252-7215
3233-8334	3251-8011	3252-7219
3233-8358	3251-8018	3252-7221
3240-7838	3251-8030	3252-7222
3240-7890	3251-8033	3252-7227
3240-7941	3251-8034	3252-7230
3240-7950	3251-8041	3252-7233
3240-7954	3251-8052	3252-7235
3241-7008	3251-8056	3252-8003
3241-7014	3251-8057	8000-0008
3241-7017	3251-8062	8000-0013
3241-7246	3251-8067	
3241-7267	3251-8093	
3241-7307	3251-8097	
3241-7338	3251-8098	
3241-7395	3251-8101	
3241-8398	3251-8102	
3241-8444	3251-8121	
3243-7671	3251-8124	
3243-7719	3251-8126	
3243-7761	3251-8127	
3243-7771	3251-8228	
3243-7777	3251-8236	
3243-7782	3251-8237	
3250-7089	3251-8243	
3250-7098	3251-8249	
3250-7216	3251-8250	
3250-8153	3251-8255	
3250-8161	3251-8257	
3250-8162	3251-8258	
3250-8179	3251-8269	
3250-8188	3251-8275	
3250-8192	3251-8277	
3250-8201	3251-8283	
3250-8203	3251-8299	
3250-8212	3251-8372	
3250-8213	3251-8373	
3250-8219	3251-8375	
3250-8225	3251-8379	
3250-8413	3251-8381	
3251-7063	3252-7004	

Exhibit "F"

Group 2 Tier 1

Total RTs: 2,714

Select Group 2 Tier 1 Transit Routing Numbers

0110-0020	0114-0168	0212-0296	0213-0682	0260-7298	0312-0780	0313-1861	0412-0567	0422-0503	0440-0064
0110-0039	0114-0195	0212-0331	0213-0770	0260-7307	0312-8882	0313-1905	0412-0643	0422-0730	0440-0080
0110-0123	0114-0200	0212-0334	0213-1003	0280-0032	0313-0001	0319-0148	0412-0704	0422-0773	0440-0216
0110-0174	0114-0202	0212-0350	0213-1310	0280-0108	0313-0046	0319-0168	0412-1065	0422-1017	0440-0267
0110-0255	0115-0001	0212-0368	0214-0446	0280-0148	0313-0057	0319-0183	0412-1098	0422-1506	0440-0280
0110-0287	0115-0033	0212-0379	0214-0666	0310-0001	0313-0066	0319-0192	0412-1129	0422-1524	0441-0116
0110-0709	0115-0107	0212-0440	0214-0846	0310-0002	0313-0082	0319-0209	0412-1138	0423-0542	0441-0130
0111-0001	0116-0003	0212-0465	0214-0956	0310-0003	0313-0083	0319-0259	0412-1381	0423-0722	0441-0236
0111-0010	0116-0052	0212-0501	0214-1008	0310-0005	0313-0105	0319-0292	0412-1468	0423-1547	0441-0297
0111-0080	0116-0057	0212-0525	0214-1069	0310-0009	0313-0119	0319-0293	0412-1501	0430-0009	0441-0352
0111-0089	0118-0100	0212-0537	0214-1211	0310-0050	0313-0131	0319-1278	0412-1503	0430-0012	0441-0694
0111-0091	0118-0105	0212-0587	0214-1393	0310-0089	0313-0142	0319-1343	0412-1527	0430-0026	0441-0864
0111-0152	0118-0418	0212-0653	0214-7302	0310-0117	0313-0153	0360-0180	0412-1553	0430-0063	0441-1118
0111-0175	0119-0025	0212-0656	0219-0032	0311-0004	0313-0154	0360-0242	0412-1571	0430-0071	0441-1509
0111-0308	0119-0044	0212-0671	0219-0174	0311-0008	0313-0159	0360-7615	0412-1577	0430-0102	0441-1512
0111-0309	0119-0057	0212-0704	0219-0235	0311-0009	0313-0196	0410-0015	0412-8453	0430-0202	0441-1551
0111-0404	0119-0065	0212-0705	0219-0584	0311-0013	0313-0213	0410-0103	0420-0001	0430-0290	0441-1580
0111-0420	0119-0135	0212-0713	0219-0597	0311-0017	0313-0244	0410-0124	0420-0031	0430-1886	0442-0250
0111-0432	0119-0140	0212-0716	0219-0693	0311-0022	0313-0260	0410-0220	0420-0039	0432-0507	0442-0385
0111-1067	0119-0165	0212-0720	0219-0757	0311-0035	0313-0263	0410-0271	0420-0042	0432-0701	0442-0728
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0112-0036	0210-0067	0212-0728	0219-1090	0311-0047	0313-0274	0412-0008	0421-0004	0433-0073	0510-0001
0112-0060	0210-0131	0212-0741	0219-7301	0311-0049	0313-0278	0412-0014	0421-0017	0433-0121	0510-0002
0112-0133	0210-0148	0212-0999	0220-0002	0311-0086	0313-0281	0412-0045	0421-0018	0433-0160	0510-0010
0112-0153	0210-0482	0212-1000	0220-0012	0311-0097	0313-0295	0412-0055	0421-0019	0433-0162	0510-0025
0113-0025	0211-0032	0212-1004	0220-0083	0311-0100	0313-0405	0412-0076	0421-0023	0433-0187	0510-0032
0113-0060	0211-0110	0212-1304	0223-0001	0311-0101	0313-0472	0412-0111	0421-0027	0433-0249	0510-0141
0113-0160	0211-0142	0212-1323	0223-0016	0311-0114	0313-0534	0412-0151	0421-0113	0433-0344	0510-0524
0113-0164	0211-0143	0212-1333	0223-0018	0311-0115	0313-0559	0412-0170	0421-0119	0433-0383	0510-0677
0113-0179	0211-0147	0212-1475	0223-0122	0311-0118	0313-0574	0412-0190	0421-0192	0433-0388	0510-0929
0113-0194	0211-0327	0212-7265	0223-0125	0311-0120	0313-0610	0412-0193	0421-0209	0433-0423	0514-0036
0113-0203	0211-0993	0212-7267	0223-1300	0312-0073	0313-0613	0412-0199	0421-0211	0433-0513	0514-0050
0113-0222	0211-1308	0213-0001	0260-0262	0312-0077	0313-0616	0412-0200	0421-0225	0433-0682	0514-0054
0113-0229	0211-1426	0213-0007	0260-0497	0312-0111	0313-0679	0412-0211	0421-0226	0433-0840	0514-0064
0113-0235	0211-7266	0213-0033	0260-0505	0312-0132	0313-0736	0412-0258	0421-0229	0433-0862	0514-0070
0113-0243	0212-0009	0213-0038	0260-0509	0312-0137	0313-0786	0412-0263	0421-0324	0433-0997	0514-0073
0113-0251	0212-0040	0213-0042	0260-0565	0312-0146	0313-0931	0412-0266	0421-0424	0433-1028	0514-0127
0113-0292	0212-0055	0213-0055	0260-0679	0312-0208	0313-0938	0412-0270	0421-0706	0433-1416	0514-0133
0113-0293	0212-0095	0213-0062	0260-0750	0312-0277	0313-1273	0412-0292	0421-7448	0433-1756	0514-0236
0113-0312	0212-0098	0213-0064	0260-0758	0312-0305	0313-1326	0412-0337	0422-0027	0433-1767	0514-0265
0113-0574	0212-0101	0213-0070	0260-0788	0312-0332	0313-1356	0412-0381	0422-0029	0433-1809	0514-0342
0113-0649	0212-0138	0213-0077	0260-0885	0312-0506	0313-1362	0412-0382	0422-0091	0433-7458	0514-0351
0113-0707	0212-0150	0213-0108	0260-0959	0312-0508	0313-1449	0412-0389	0422-0137	0434-0003	0514-0363
0113-7513	0212-0194	0213-0167	0260-1150	0312-0591	0313-1627	0412-0416	0422-0178	0434-0119	0514-0391
0114-0007	0212-0216	0213-0186	0260-1288	0312-0595	0313-1702	0412-0471	0422-0194	0434-0163	0514-0411
0114-0049	0212-0217	0213-0256	0260-1289	0312-0760	0313-1738	0412-0529	0422-0219	0434-0328	0514-0426
0114-0114	0212-0219	0213-0262	0260-1379	0312-0763	0313-1859	0412-0552	0422-0226	0440-0001	0514-0496
0114-0153	0212-0260	0213-0297	0260-1395	0312-0764	0313-1860	0412-0563	0422-0242	0440-0002	0514-0498

Group 2 Tier 1 (cont)

Exhibit "F"

0514-0528	0531-0085	0539-0037	0560-0424	0611-1106	0622-0111	0631-0421	0631-1563	0641-0737	0652-0256
0514-0705	0531-0112	0539-0147	0560-0472	0611-1244	0622-0113	0631-0446	0631-1573	0641-0791	0652-0279
0515-0056	0531-0127	0539-0150	0560-0531	0611-1288	0622-0114	0631-0466	0631-1649	0641-0824	0652-0446
0515-0075	0531-0129	0539-0219	0560-0738	0611-1327	0622-0116	0631-0469	0631-1658	0641-0838	0652-0476
0515-0174	0531-0130	0539-0448	0560-0760	0611-1341	0622-0122	0631-0497	0632-0040	0641-0875	0652-0488
0515-0245	0531-0139	0540-0003	0560-0885	0611-1942	0622-0136	0631-0502	0632-0104	0642-0076	0653-0002
0515-0339	0531-0141	0540-0004	0560-0911	0611-1959	0622-0149	0631-0568	0632-0106	0642-0091	0653-0046
0515-0454	0531-0152	0540-0055	0560-0926	0611-1996	0622-0160	0631-0579	0632-0666	0642-0093	0653-0069
0515-0466	0531-0153	0540-0080	0560-0948	0611-2072	0622-0181	0631-0597	0632-0746	0642-0126	0653-0081
0519-0170	0531-0156	0540-0120	0560-7350	0611-2074	0622-0200	0631-0600	0632-1011	0642-0132	0653-0092
0519-0232	0531-0162	0540-0122	0570-0066	0611-9263	0622-0213	0631-0612	0632-1012	0642-0145	0653-0110
0519-0376	0531-0171	0540-0154	0610-0001	0612-0052	0622-0215	0631-0614	0640-0001	0642-0156	0653-0115
0519-0452	0531-0246	0540-0158	0610-0005	0612-0086	0622-0217	0631-0626	0640-0002	0642-0188	0653-0119
0520-0001	0531-0270	0540-0170	0610-0007	0612-0272	0622-0253	0631-0644	0640-0004	0642-0271	0653-0160
0520-0011	0531-0484	0540-0172	0610-0010	0612-0403	0622-0256	0631-0662	0640-0005	0642-0361	0653-0194
0520-0016	0531-0763	0550-0011	0610-0022	0612-0457	0622-0273	0631-0739	0640-0228	0642-0362	0653-0204
0520-0061	0531-0796	0550-0016	0610-0025	0612-0975	0622-0276	0631-0749	0640-0339	0642-0434	0653-0270
0520-0089	0531-0798	0550-0026	0610-0132	0613-0036	0622-0280	0631-0761	0640-0376	0642-0591	0653-0295
0520-0163	0531-0858	0550-0028	0610-0358	0613-0171	0622-0295	0631-0818	0640-0396	0642-0719	0653-0306
0520-0196	0531-0908	0550-0037	0610-0381	0613-0241	0622-0304	0631-0860	0640-0520	0642-0729	0653-0543
0520-0216	0531-0920	0550-0061	0610-2031	0613-0728	0622-0322	0631-0892	0640-0944	0642-0777	0653-0590
0521-0040	0531-0950	0550-0065	0611-0079	0620-0001	0622-0373	0631-0905	0641-0067	0642-0789	0654-0014
0521-0072	0531-1011	0550-0077	0611-0115	0620-0008	0622-0374	0631-0942	0641-0085	0642-0798	0654-0068
0521-0089	0531-1030	0550-0105	0611-0137	0620-0118	0622-0375	0631-0943	0641-0090	0642-0804	0654-0071
0521-0092	0531-1040	0550-0112	0611-0173	0620-0131	0622-0398	0631-0993	0641-0117	0642-0816	0654-0075
0521-0097	0531-1050	0550-0115	0611-0248	0620-0397	0622-0472	0631-1005	0641-0138	0642-0819	0654-0089
0521-0110	0531-1051	0550-0138	0611-0256	0620-0409	0622-0478	0631-1009	0641-0139	0642-0826	0654-0100
0521-0158	0531-1073	0550-0169	0611-0263	0620-0569	0622-0479	0631-1024	0641-0143	0650-0009	0654-0118
0521-0221	0531-1163	0550-0176	0611-0279	0621-0097	0622-0519	0631-1105	0641-0155	0650-0107	0654-0119
0521-0259	0531-1165	0550-0187	0611-0280	0621-0137	0622-0590	0631-1116	0641-0157	0650-0142	0654-0124
0521-7346	0531-1172	0550-0224	0611-0305	0621-0141	0622-0619	0631-1210	0641-0167	0650-0203	0654-0136
0522-0434	0531-1184	0550-0228	0611-0311	0621-0146	0622-0641	0631-1224	0641-0239	0650-0254	0654-0154
0530-0018	0531-1199	0550-0233	0611-0326	0621-0148	0630-0002	0631-1229	0641-0281	0650-0345	0654-0160
0530-0019	0531-1200	0550-0234	0611-0352	0621-0227	0630-0004	0631-1283	0641-0303	0651-0029	0654-0171
0530-0021	0531-1259	0550-0248	0611-0359	0621-0293	0630-0005	0631-1287	0641-0307	0651-0148	0654-0192
0530-0393	0532-0001	0550-0253	0611-0361	0621-0313	0630-0956	0631-1305	0641-0355	0651-0332	0654-0200
0530-1202	0532-0006	0550-0255	0611-0362	0621-0555	0630-1308	0631-1322	0641-0357	0651-0461	0654-0216
0531-0002	0532-0044	0550-0270	0611-0389	0621-0597	0630-1392	0631-1326	0641-0359	0652-0018	0654-0231
0531-0003	0532-0160	0550-0286	0611-0396	0622-0036	0630-1615	0631-1350	0641-0370	0652-0022	0654-0233
0531-0025	0532-0161	0550-0309	0611-0414	0622-0038	0631-0027	0631-1365	0641-0383	0652-0024	0654-0236
0531-0035	0532-0180	0550-0316	0611-0436	0622-0046	0631-0055	0631-1372	0641-0387	0652-0028	0654-0249
0531-0040	0532-0181	0550-0320	0611-0441	0622-0062	0631-0062	0631-1377	0641-0402	0652-0034	0654-0289
0531-0046	0532-0188	0550-0327	0611-0456	0622-0069	0631-0068	0631-1384	0641-0435	0652-0087	0654-0342
0531-0049	0532-0203	0550-0330	0611-0471	0622-0075	0631-0071	0631-1458	0641-0527	0652-0104	0654-0362
0531-0052	0532-0730	0550-0349	0611-0486	0622-0078	0631-0116	0631-1512	0641-0564	0652-0106	0654-0387
0531-0055	0532-0776	0550-7355	0611-0706	0622-0088	0631-0215	0631-1517	0641-0656	0652-0111	0654-0441
0531-0069	0532-7407	0560-0101	0611-1019	0622-0106	0631-0319	0631-1519	0641-0704	0652-0116	0654-0491
0531-0073	0539-0022	0560-0408	0611-1089	0622-0108	0631-0391	0631-1552	0641-0708	0652-0134	0654-0511

Exhibit "F"

Group 2 Tier 1 (cont)

0654-0513	0670-1370	0711-0196	0719-0886	0719-2319	0724-0158	0724-1350	0749-0330	0759-0108	0810-0546
0654-0525	0670-1402	0711-0199	0719-0919	0719-2325	0724-0160	0724-1356	0749-0333	0759-0112	0810-0605
0654-0541	0670-1412	0711-0218	0719-0921	0719-2328	0724-0168	0724-1360	0749-0335	0759-0127	0810-0619
0655-0278	0670-1418	0711-0232	0719-0924	0719-2331	0724-0183	0724-1367	0749-0356	0759-0135	0810-0981
0660-0058	0670-1433	0711-0256	0719-0925	0719-2332	0724-0203	0724-1373	0749-0371	0759-0148	0810-1086
0660-0219	0670-1482	0711-0299	0719-0936	0719-2354	0724-0211	0724-1375	0749-0376	0759-0171	0810-1693
0660-0531	0670-1547	0711-0361	0719-1002	0719-2369	0724-0219	0724-1387	0749-0389	0759-0172	0810-1879
0660-0550	0670-1585	0711-0471	0719-1141	0719-2370	0724-0234	0724-1388	0749-0395	0759-0199	0810-1910
0660-0768	0670-9171	0711-0688	0719-1158	0719-2374	0724-0236	0724-1404	0749-0413	0759-0206	0810-2520
0660-1037	0670-9178	0711-0940	0719-1178	0719-2390	0724-0265	0724-1409	0749-0418	0759-0234	0810-7450
0660-1408	0670-9213	0711-2147	0719-1281	0719-2400	0724-0269	0724-1425	0749-0419	0759-0262	0812-0275
0670-0101	0670-9223	0711-2214	0719-1365	0719-2418	0724-0270	0724-1429	0749-0439	0759-0353	0812-0287
0670-0109	0710-0003	0711-2239	0719-1373	0719-2458	0724-0278	0724-7188	0749-0477	0759-0370	0812-0387
0670-0151	0710-0015	0711-2266	0719-1558	0719-2489	0724-0283	0730-0007	0749-0540	0759-0493	0812-0455
0670-0222	0710-0028	0711-2338	0719-1640	0719-2504	0724-0285	0730-0017	0749-0546	0759-0543	0812-0456
0670-0243	0710-0050	0711-2558	0719-1660	0719-2506	0724-0347	0730-0022	0749-0553	0759-0562	0812-1113
0670-0367	0710-0052	0711-2622	0719-1691	0719-2515	0724-0363	0730-0054	0749-0662	0759-0600	0812-2149
0670-0398	0710-0085	0712-0053	0719-1723	0719-2516	0724-0390	0739-0008	0749-0672	0759-0659	0812-2570
0670-0476	0710-0104	0712-0164	0719-1732	0719-2521	0724-0452	0739-0043	0749-0682	0759-0724	0812-2682
0670-0547	0710-0109	0712-1412	0719-1815	0719-2522	0724-0478	0739-0212	0749-0731	0759-0819	0813-0154
0670-0567	0710-0116	0712-1457	0719-1828	0719-2523	0724-0484	0739-0249	0749-0766	0759-0957	0813-0294
0670-0606	0710-0127	0719-0045	0719-1830	0719-2524	0724-0545	0739-0288	0749-0847	0759-1020	0813-0382
0670-0607	0710-0163	0719-0059	0719-1911	0719-2574	0724-0566	0739-0384	0749-0859	0759-1052	0813-0564
0670-0617	0710-0173	0719-0066	0719-1913	0719-2583	0724-0676	0739-0511	0749-0935	0759-1088	0813-0936
0670-0623	0710-0204	0719-0079	0719-1946	0719-2585	0724-0700	0739-1127	0749-1079	0759-1118	0813-1166
0670-0643	0710-0205	0719-0082	0719-2016	0719-2592	0724-0712	0739-1358	0749-1248	0759-1119	0815-0049
0670-0713	0710-0214	0719-0088	0719-2055	0719-2610	0724-0766	0739-1859	0749-1257	0759-1120	0815-0087
0670-0724	0710-0221	0719-0160	0719-2065	0719-2611	0724-0798	0739-1984	0749-1280	0759-1160	0815-0091
0670-0770	0710-0250	0719-0179	0719-2117	0719-2617	0724-0843	0739-2151	0749-1284	0759-1192	0815-0106
0670-0775	0710-0271	0719-0188	0719-2153	0719-2625	0724-0850	0739-2176	0749-1298	0759-1198	0815-0126
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0670-0857	0710-0423	0719-0312	0719-2183	0719-7437	0724-0988	0740-0014	0749-1371	0759-1223	0815-0282
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0670-0864	0710-0428	0719-0437	0719-2222	0720-0033	0724-1016	0740-0051	0750-0002	0810-0003	0815-0339
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0670-1113	0711-0004	0719-0504	0719-2247	0724-0042	0724-1265	0749-0019	0750-0119	0810-0100	0815-1414
0670-1114	0711-0032	0719-0509	0719-2267	0724-0044	0724-1277	0749-0027	0750-0549	0810-0109	0815-1769
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0670-1288	0711-0103	0719-0657	0719-2296	0724-0103	0724-1317	0749-0167	0759-0046	0810-0172	0819-1803
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0670-1356	0711-0117	0719-0859	0719-2302	0724-0106	0724-1329	0749-0230	0759-0086	0810-0459	0820-0010
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Group 2 Tier 1 (cont)

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0829-0038	0830-7445	0842-0176	0914-0004	1011-1407	1023-0024	1031-0296	1031-0971	1049-0156	1070-0301
0829-0042	0839-0036	0842-0226	0914-0068	1011-1481	1023-0109	1031-0302	1031-1004	1049-0161	1070-0302
0829-0043	0839-0061	0842-0229	0914-0850	1011-1482	1023-0120	1031-0310	1031-1023	1049-0166	1070-0329
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0829-0051	0839-0073	0842-0422	0915-0140	1012-0003	1030-0001	1031-0324	1031-1081	1049-0211	1070-0360
0829-0075	0839-0162	0842-0465	0918-0029	1012-0045	1030-0061	1031-0330	1031-1090	1049-0236	1070-0361
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0829-0130	0839-0426	0843-0141	0919-0866	1012-1901	1030-1290	1031-0429	1031-1251	1049-1316	1070-0504
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0829-0257	0839-7446	0865-0008	1010-0001	1020-0002	1031-0110	1031-0511	1040-0005	1070-0015	1070-0592
0829-0268	0840-0001	0865-0014	1010-0003	1020-0007	1031-0120	1031-0519	1040-0048	1070-0026	1070-0597
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0829-0704	0840-0428	0910-0115	1010-0331	1020-0451	1031-0175	1031-0616	1041-0209	1070-0105	1070-0643
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0829-0788	0841-0613	0911-0147	1011-0054	1021-0091	1031-0220	1031-0762	1041-1366	1070-0180	1070-0690
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Group 2 Tier 1 (cont)

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Group 2 Tier 1 (cont)

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2219-7211	2420-7111	2550-7198	2653-7108	2724-7136	3011-7108	3222-7040
2223-7105	2420-7123	2550-7212	2654-7036	2724-7143	3011-7123	3222-7046
2223-7187	2420-7130	2550-7220	2654-7038	2724-7150	3012-7179	3222-7049
2260-7004	2420-7147	2550-7242	2654-7210	2724-7154	3030-8799	3222-7118
2260-7012	2420-7158	2550-7293	2654-7220	2724-7155	3031-7377	3222-7172
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2260-7065	2420-7175	2560-7336	2670-8376	2724-7183	3040-7208	3222-7177
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2410-7041	2430-7385	2631-8281	2710-7129	2750-7176	3149-7285	
2410-7043	2433-7322	2631-8445	2710-7132	2759-7152	3149-7435	
2410-7045	2433-7347	2631-8535	2710-7133	2759-7158	3149-7447	
2410-7050	2433-7421	2631-8631	2710-7135	2759-7163	3210-7000	
2410-7149	2434-7019	2631-8654	2711-7169	2810-7280	3210-7016	
2410-7175	2434-7431	2631-8687	2711-7275	2810-7345	3210-7022	
2410-7180	2440-7078	2631-8966	2711-8370	2810-7354	3210-7045	
2412-7011	2440-7216	2631-8978	2719-7156	2815-7321	3211-7002	
2412-7018	2440-7767	2631-9075	2719-7173	2819-7147	3211-7038	
2412-7029	2441-7027	2631-9081	2719-7181	2829-7043	3211-7053	
2412-7083	2441-7199	2631-9138	2719-7238	2829-7400	3211-7113	
2412-7095	2441-7209	2631-9167	2719-7257	2830-7183	3211-7118	
2412-7118	2520-7043	2632-8455	2719-7271	2839-7203	3211-8066	
2412-7195	2520-7301	2632-8714	2719-7282	2840-7379	3212-7074	
2412-7202	2530-7020	2632-8724	2719-7284	2841-7051	3220-7038	
2412-7203	2531-7028	2632-9057	2719-7340	2842-7397	3220-7198	
2412-7205	2531-7030	2640-7159	2719-7377	2843-7381	3220-8614	
2412-7206	2532-7181	2642-7142	2719-7378	2863-7171	3221-7069	
2412-7207	2532-7247	2650-7055	2719-7393	2910-7000	3221-8628	

Exhibit "F"

Group 2 Tier 2

Total RTs: 8,017

Select Group 2 Tier 2 Transit Routing Numbers

0000-0119	0212-8361	0260-0881	0313-7597	0421-0144	0514-0316	0531-1254	0550-8015	0611-2070	0622-0310
0110-0234	0212-8363	0260-1060	0313-8923	0421-0289	0514-0403	0531-1282	0550-8037	0611-2071	0622-0319
0110-0272	0212-8373	0260-1135	0313-8926	0421-0412	0514-0441	0531-7401	0560-0106	0611-2085	0622-0320
0111-0250	0212-8376	0260-1324	0319-0221	0421-0482	0514-0452	0531-8506	0560-0912	0611-2090	0622-0347
0111-0263	0212-8377	0260-1340	0319-0848	0421-0781	0514-0475	0531-8507	0560-0931	0611-2111	0622-0353
0111-0435	0212-8391	0260-1404	0319-1181	0421-0851	0514-0580	0531-8510	0560-7357	0611-2120	0622-0364
0111-1061	0213-0213	0260-1413	0319-1852	0421-7449	0514-0654	0531-8519	0560-7359	0611-9184	0622-0401
0111-1062	0213-0214	0260-7293	0319-1918	0421-7453	0514-0886	0531-8529	0610-2011	0611-9227	0622-0405
0111-1063	0213-0313	0260-7297	0360-0224	0422-0289	0514-0902	0531-8540	0610-2037	0611-9266	0622-0437
0111-1064	0213-0351	0260-8261	0360-1851	0422-0300	0514-0905	0531-8558	0610-2106	0612-0065	0622-0453
0111-1065	0213-0697	0260-8371	0360-1898	0422-0411	0514-0919	0532-0118	0610-2117	0612-0224	0622-0493
0111-1068	0213-0774	0260-8426	0360-8905	0422-0500	0514-0927	0532-0148	0610-9233	0612-0236	0622-0610
0112-0005	0213-0883	0260-8448	0412-0077	0422-0570	0514-0945	0532-0187	0611-0111	0612-0288	0622-0631
0112-0058	0213-0963	0280-0008	0412-0114	0422-0817	0514-0958	0532-0209	0611-0118	0612-0409	0622-0665
0112-0111	0213-1356	0311-0010	0412-0163	0422-8685	0514-0959	0532-0227	0611-0129	0612-0468	0630-9232
0112-0130	0213-1373	0311-0105	0412-0254	0422-8690	0515-0102	0532-0666	0611-0140	0612-0496	0630-9277
0112-0138	0213-1374	0311-0124	0412-0274	0422-8694	0515-0129	0532-0681	0611-0213	0612-0547	0631-0088
0112-0145	0213-7294	0311-8932	0412-0276	0423-0672	0515-0155	0532-0753	0611-0261	0612-0765	0631-0139
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0113-0014	0213-7305	0312-0419	0412-0345	0433-1098	0515-0242	0532-0795	0611-0385	0612-1119	0631-0225
0113-0059	0213-8265	0312-0471	0412-0485	0433-1234	0515-0317	0532-0799	0611-0397	0612-1128	0631-0259
0113-0423	0213-8346	0312-0480	0412-0524	0433-8689	0515-0425	0532-0801	0611-0426	0612-1164	0631-0528
0113-0430	0213-8352	0312-0769	0412-0525	0433-8691	0515-0456	0532-0811	0611-0427	0612-1201	0631-0540
0113-0471	0213-8420	0312-8927	0412-0551	0433-8698	0515-0457	0532-0812	0611-0430	0612-1208	0631-0590
0113-0568	0213-8423	0312-8928	0412-0678	0440-0217	0515-0458	0532-0813	0611-0488	0612-1234	0631-0650
0113-0697	0213-8436	0313-0184	0412-0715	0440-1583	0515-0465	0532-0814	0611-0625	0612-1243	0631-0675
0113-0721	0214-0161	0313-0199	0412-0908	0440-8435	0515-8018	0532-0820	0611-0665	0612-1285	0631-1030
0113-7524	0214-8328	0313-0227	0412-0912	0440-8442	0519-0467	0532-0823	0611-0781	0620-0653	0631-1246
0113-9262	0214-8342	0313-0280	0412-0942	0441-0308	0521-0231	0532-0830	0611-0948	0620-9189	0631-1260
0114-0017	0214-8452	0313-0316	0412-0962	0441-0353	0530-1044	0532-7406	0611-1218	0621-0222	0631-1278
0114-0192	0215-0232	0313-0376	0412-1005	0441-0658	0530-1272	0532-7414	0611-1321	0621-0229	0631-1280
0114-0205	0216-8379	0313-0525	0412-1078	0441-0716	0531-0068	0532-8511	0611-1955	0621-0238	0631-1282
0114-0210	0219-1291	0313-0598	0412-1124	0441-0770	0531-0155	0532-8516	0611-1964	0621-0300	0631-1291
0115-0159	0219-1454	0313-0602	0412-1263	0441-0929	0531-0219	0532-8517	0611-1972	0621-0553	0631-1301
0116-0002	0219-8325	0313-0629	0412-1281	0441-1014	0531-0258	0532-8523	0611-1976	0621-0655	0631-1302
0116-0056	0219-8361	0313-0708	0412-1287	0441-1070	0531-0358	0532-8548	0611-1978	0621-0657	0631-1413
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0116-0108	0220-8366	0313-0856	0412-1375	0441-1218	0531-0368	0540-0131	0611-1984	0622-0096	0631-1441
0116-0114	0220-8369	0313-0880	0412-1388	0442-0386	0531-0456	0540-0167	0611-1988	0622-0115	0631-1455
0116-9258	0223-0365	0313-0881	0412-1549	0442-1040	0531-1000	0550-0025	0611-1995	0622-0155	0631-1457
0118-0704	0223-8358	0313-0955	0412-1558	0510-0012	0531-1059	0550-0107	0611-2007	0622-0169	0631-1465
0118-0720	0223-8359	0313-1008	0412-1569	0514-0102	0531-1206	0550-0109	0611-2010	0622-0171	0631-1481
0119-1069	0223-8381	0313-1041	0412-8437	0514-0183	0531-1217	0550-0198	0611-2032	0622-0189	0631-1494
0211-1020	0223-8384	0313-1091	0412-8439	0514-0184	0531-1225	0550-0335	0611-2036	0622-0195	0631-1505
0211-7278	0260-0253	0313-1211	0412-8440	0514-0222	0531-1228	0550-0342	0611-2040	0622-0216	0631-1541
0212-0549	0260-0337	0313-1292	0412-8449	0514-0225	0531-1229	0550-0343	0611-2046	0622-0236	0631-1561
0212-0719	0260-0622	0313-1474	0420-0055	0514-0248	0531-1234	0550-0346	0611-2055	0622-0277	0631-1571
0212-7262	0260-0736	0313-1538	0421-0080	0514-0312	0531-1244	0550-0352	0611-2061	0622-0299	0631-1633

Exhibit "F"

Group 2 Tier 2 (cont)

0631-1643	0652-0186	0653-0613	0710-2579	0711-1010	0711-2199	0719-1305	0719-2624	0739-0123	0739-0463
0631-1645	0652-0188	0654-0048	0710-2612	0711-1026	0711-2203	0719-1308	0719-2637	0739-0131	0739-0469
0631-1656	0652-0206	0654-0060	0710-9329	0711-1042	0711-2205	0719-1327	0719-2639	0739-0141	0739-0475
0631-9179	0652-0218	0654-0140	0711-0102	0711-1052	0711-2224	0719-1356	0719-2656	0739-0149	0739-0506
0631-9210	0652-0239	0654-0167	0711-0131	0711-1055	0711-2226	0719-1521	0719-2661	0739-0159	0739-0526
0632-0520	0652-0244	0654-0242	0711-0207	0711-1092	0711-2227	0719-1604	0719-2669	0739-0172	0739-0528
0632-0566	0652-0246	0654-0251	0711-0248	0711-1133	0711-2253	0719-1612	0719-2674	0739-0185	0739-0535
0632-1660	0652-0255	0654-0252	0711-0347	0711-1137	0711-2261	0719-1648	0719-2687	0739-0187	0739-0552
0640-0897	0652-0283	0654-0285	0711-0350	0711-1140	0711-2268	0719-1655	0719-7440	0739-0188	0739-0560
0640-0898	0652-0343	0654-0288	0711-0443	0711-1148	0711-2271	0719-1682	0724-0221	0739-0190	0739-0563
0641-0190	0652-0349	0654-0315	0711-0469	0711-1186	0711-2293	0719-1838	0724-0300	0739-0192	0739-0565
0641-0229	0652-0356	0654-0337	0711-0500	0711-1195	0711-2312	0719-1856	0724-0334	0739-0209	0739-0591
0641-0238	0652-0364	0654-0347	0711-0550	0711-1204	0711-2314	0719-2096	0724-0335	0739-0215	0739-0603
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0641-0290	0652-0419	0654-0528	0711-0619	0711-1235	0711-2351	0719-2146	0724-0516	0739-0221	0739-0630
0641-0346	0652-0424	0654-0529	0711-0620	0711-1248	0711-2461	0719-2184	0724-0528	0739-0223	0739-0644
0641-0811	0652-0457	0654-0534	0711-0621	0711-1250	0711-2466	0719-2195	0724-0560	0739-0224	0739-0652
0641-0848	0652-0466	0654-0545	0711-0634	0711-1268	0711-2480	0719-2209	0724-0574	0739-0227	0739-0666
0641-0887	0652-0484	0654-8259	0711-0659	0711-1280	0711-2490	0719-2225	0724-0641	0739-0239	0739-0678
0641-0895	0652-0495	0655-0622	0711-0726	0711-1281	0711-2493	0719-2255	0724-0650	0739-0243	0739-0680
0641-0899	0652-0496	0660-0945	0711-0742	0711-1290	0711-2589	0719-2260	0724-0652	0739-0267	0739-0685
0641-8252	0652-0498	0660-1557	0711-0769	0711-1316	0711-2591	0719-2276	0724-0686	0739-0276	0739-0687
0641-8260	0652-0499	0660-1676	0711-0778	0711-1317	0711-2607	0719-2287	0724-0792	0739-0277	0739-0720
0642-0146	0652-0503	0670-0515	0711-0804	0711-1371	0711-2695	0719-2288	0724-0823	0739-0282	0739-0754
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0642-0296	0652-0532	0670-1289	0711-0809	0711-1375	0712-0829	0719-2313	0724-0946	0739-0314	0739-0766
0642-0794	0653-0021	0670-1312	0711-0810	0711-1398	0712-1173	0719-2321	0724-1170	0739-0315	0739-0772
0642-0858	0653-0126	0670-1424	0711-0819	0711-1409	0719-0076	0719-2327	0724-1328	0739-0324	0739-0777
0642-0889	0653-0136	0670-1445	0711-0829	0711-1437	0719-0183	0719-2330	0724-1363	0739-0328	0739-0786
0642-7242	0653-0143	0670-1452	0711-0832	0711-1541	0719-0279	0719-2335	0724-1372	0739-0331	0739-0789
0650-0228	0653-0164	0670-1509	0711-0842	0711-1552	0719-0305	0719-2340	0724-1384	0739-0332	0739-0795
0650-8249	0653-0174	0670-1511	0711-0855	0711-1566	0719-0311	0719-2366	0724-1394	0739-0335	0739-0815
0651-9172	0653-0215	0670-1528	0711-0863	0711-1580	0719-0313	0719-2385	0724-1396	0739-0341	0739-0825
0652-0051	0653-0218	0670-1636	0711-0864	0711-1595	0719-0451	0719-2406	0724-1432	0739-0349	0739-0831
0652-0052	0653-0230	0670-1657	0711-0866	0711-1596	0719-0508	0719-2411	0724-7193	0739-0351	0739-0835
0652-0053	0653-0248	0670-9202	0711-0869	0711-1622	0719-0814	0719-2451	0724-7866	0739-0364	0739-0862
0652-0061	0653-0267	0670-9250	0711-0878	0711-1681	0719-0849	0719-2465	0724-8679	0739-0374	0739-0863
0652-0080	0653-0296	0670-9267	0711-0903	0711-1776	0719-0867	0719-2497	0730-0064	0739-0389	0739-0872
0652-0092	0653-0308	0710-0123	0711-0920	0711-1826	0719-0877	0719-2503	0730-0079	0739-0394	0739-0873
0652-0098	0653-0352	0710-0150	0711-0922	0711-1865	0719-0890	0719-2513	0739-0053	0739-0398	0739-0898
0652-0099	0653-0380	0710-0213	0711-0943	0711-1879	0719-0909	0719-2526	0739-0057	0739-0403	0739-0903
0652-0101	0653-0381	0710-0270	0711-0955	0711-1928	0719-0987	0719-2533	0739-0058	0739-0411	0739-0918
0652-0153	0653-0408	0710-0415	0711-0965	0711-1950	0719-1018	0719-2540	0739-0069	0739-0415	0739-0922
0652-0162	0653-0432	0710-0422	0711-0970	0711-1980	0719-1072	0719-2555	0739-0074	0739-0418	0739-0934
0652-0166	0653-0436	0710-0434	0711-0982	0711-1997	0719-1077	0719-2556	0739-0075	0739-0423	0739-0936
0652-0175	0653-0467	0710-0443	0711-0984	0711-2032	0719-1129	0719-2559	0739-0087	0739-0444	0739-0946
0652-0178	0653-0547	0710-0453	0711-1000	0711-2064	0719-1136	0719-2587	0739-0089	0739-0450	0739-0950
0652-0183	0653-0607	0710-0648	0711-1004	0711-2162	0719-1165	0719-2609	0739-0109	0739-0456	0739-0957

Exhibit "F"

Group 2 Tier 2 (cont)

0739-0971	0739-1653	0739-2119	0739-2260	0749-1330	0759-0378	0759-0734	0759-1779	0812-1260	0815-0655
0739-0999	0739-1654	0739-2120	0739-2261	0749-1369	0759-0379	0759-0737	0759-1789	0812-1326	0815-0712
0739-1004	0739-1666	0739-2121	0739-2262	0750-0056	0759-0383	0759-0741	0759-1792	0812-1378	0815-0716
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0739-1023	0739-1717	0739-2144	0739-2265	0759-0076	0759-0398	0759-0755	0759-1807	0812-1559	0815-0817
0739-1026	0739-1728	0739-2153	0739-2267	0759-0097	0759-0409	0759-0758	0759-1813	0812-1616	0815-0821
0739-1038	0739-1729	0739-2154	0739-2268	0759-0101	0759-0423	0759-0759	0759-1833	0812-1638	0815-0846
0739-1047	0739-1774	0739-2155	0739-2270	0759-0103	0759-0425	0759-0764	0759-7210	0812-1675	0815-0860
0739-1074	0739-1776	0739-2158	0739-2276	0759-0130	0759-0438	0759-0774	0759-7214	0812-1887	0815-0910
0739-1092	0739-1807	0739-2161	0739-2280	0759-0134	0759-0444	0759-0780	0810-0055	0812-2008	0815-0919
0739-1167	0739-1810	0739-2162	0739-2281	0759-0151	0759-0451	0759-0786	0810-0067	0812-2052	0815-0944
0739-1181	0739-1832	0739-2163	0739-2282	0759-0156	0759-0452	0759-0804	0810-0327	0812-2123	0815-0990
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0739-1206	0739-1839	0739-2166	0739-2285	0759-0164	0759-0476	0759-0820	0810-0639	0812-2259	0815-0997
0739-1207	0739-1845	0739-2168	0739-2286	0759-0195	0759-0495	0759-0827	0810-0643	0812-2265	0815-1056
0739-1208	0739-1856	0739-2169	0739-2287	0759-0200	0759-0500	0759-0861	0810-0702	0812-2494	0815-1059
0739-1219	0739-1865	0739-2171	0739-2288	0759-0204	0759-0505	0759-0865	0810-0942	0812-2590	0815-1073
0739-1222	0739-1884	0739-2172	0739-2289	0759-0205	0759-0545	0759-0868	0810-1030	0813-0482	0815-1093
0739-1226	0739-1900	0739-2177	0739-7211	0759-0210	0759-0548	0759-0892	0810-1146	0813-0870	0815-1111
0739-1255	0739-1921	0739-2179	0739-7216	0759-0212	0759-0555	0759-0917	0810-1295	0815-0074	0815-1163
0739-1275	0739-1941	0739-2183	0740-1403	0759-0217	0759-0566	0759-0920	0810-1521	0815-0085	0815-1175
0739-1280	0739-1957	0739-2187	0740-1410	0759-0218	0759-0573	0759-0940	0810-1883	0815-0102	0815-1199
0739-1283	0739-2016	0739-2190	0740-7192	0759-0222	0759-0586	0759-0960	0810-1888	0815-0117	0815-1210
0739-1321	0739-2039	0739-2193	0749-0129	0759-0227	0759-0587	0759-0966	0810-1899	0815-0122	0815-1223
0739-1330	0739-2040	0739-2196	0749-0208	0759-0230	0759-0591	0759-0990	0810-1911	0815-0148	0815-1235
0739-1334	0739-2041	0739-2197	0749-0486	0759-0233	0759-0593	0759-0994	0810-1912	0815-0169	0815-1237
0739-1337	0739-2061	0739-2200	0749-0531	0759-0242	0759-0596	0759-1038	0810-1916	0815-0178	0815-1283
0739-1367	0739-2063	0739-2201	0749-0547	0759-0246	0759-0599	0759-1048	0810-1917	0815-0179	0815-1292
0739-1375	0739-2065	0739-2202	0749-0587	0759-0257	0759-0601	0759-1092	0810-1925	0815-0201	0815-1396
0739-1383	0739-2068	0739-2206	0749-0595	0759-0260	0759-0603	0759-1099	0810-2519	0815-0253	0815-1445
0739-1414	0739-2073	0739-2208	0749-0642	0759-0267	0759-0608	0759-1135	0810-2541	0815-0263	0815-1474
0739-1422	0739-2077	0739-2211	0749-0654	0759-0281	0759-0617	0759-1136	0810-2576	0815-0281	0815-1482
0739-1426	0739-2078	0739-2223	0749-0680	0759-0283	0759-0619	0759-1137	0810-7444	0815-0308	0815-1487
0739-1435	0739-2083	0739-2224	0749-0694	0759-0296	0759-0623	0759-1161	0812-0320	0815-0332	0815-1694
0739-1439	0739-2084	0739-2225	0749-0811	0759-0300	0759-0634	0759-1171	0812-0331	0815-0338	0815-1773
0739-1441	0739-2086	0739-2229	0749-0842	0759-0301	0759-0636	0759-1174	0812-0426	0815-0359	0815-1774
0739-1486	0739-2087	0739-2232	0749-0868	0759-0311	0759-0652	0759-1176	0812-0486	0815-0360	0815-1787
0739-1519	0739-2088	0739-2236	0749-0966	0759-0315	0759-0663	0759-1185	0812-0680	0815-0369	0815-1790
0739-1534	0739-2089	0739-2237	0749-1069	0759-0316	0759-0670	0759-1227	0812-0694	0815-0370	0815-1791
0739-1544	0739-2090	0739-2240	0749-1085	0759-0320	0759-0683	0759-1271	0812-0709	0815-0381	0815-1796
0739-1549	0739-2092	0739-2243	0749-1157	0759-0322	0759-0685	0759-1273	0812-0793	0815-0382	0815-1805
0739-1567	0739-2093	0739-2245	0749-1158	0759-0324	0759-0689	0759-1274	0812-1039	0815-0395	0815-1811
0739-1581	0739-2094	0739-2251	0749-1260	0759-0339	0759-0700	0759-1277	0812-1110	0815-0469	0815-1813
0739-1588	0739-2109	0739-2252	0749-1264	0759-0344	0759-0703	0759-1278	0812-1152	0815-0485	0815-1818
0739-1591	0739-2112	0739-2253	0749-1267	0759-0352	0759-0707	0759-1280	0812-1179	0815-0515	0815-1819
0739-1640	0739-2113	0739-2255	0749-1269	0759-0363	0759-0709	0759-1282	0812-1192	0815-0518	0815-1821
0739-1642	0739-2115	0739-2257	0749-1275	0759-0375	0759-0711	0759-1283	0812-1227	0815-0563	0815-1833
0739-1648	0739-2116	0739-2259	0749-1319	0759-0376	0759-0723	0759-1287	0812-1257	0815-0652	0815-1837

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Group 2 Tier 2 (cont)

0815-1860	0829-0031	0829-0625	0841-0770	0842-0608	0911-0637	0912-0682	0912-1475	0913-0302	0913-1069
0815-1877	0829-0098	0829-0747	0841-0863	0842-0610	0911-0702	0912-0684	0912-1491	0913-0304	0913-1072
0815-1878	0829-0099	0829-0778	0841-0879	0842-0615	0911-0770	0912-0688	0912-1516	0913-0337	0913-1074
0815-1881	0829-0101	0829-0785	0842-0100	0843-0140	0911-0853	0912-0705	0912-1552	0913-0366	0913-1076
0815-1890	0829-0102	0829-0786	0842-0102	0843-0234	0911-0874	0912-0708	0912-1562	0913-0387	0913-1077
0815-1891	0829-0104	0829-0787	0842-0105	0843-0291	0911-0925	0912-0717	0912-1571	0913-0403	0913-1078
0815-1902	0829-0122	0829-0857	0842-0117	0843-0424	0911-0935	0912-0727	0912-1574	0913-0465	0913-1081
0815-1903	0829-0128	0829-0859	0842-0118	0843-0512	0911-0999	0912-0731	0912-1587	0913-0476	0913-1091
0815-1907	0829-0137	0829-0862	0842-0122	0843-0584	0911-1009	0912-0758	0912-1593	0913-0503	0913-1092
0815-1914	0829-0139	0829-0874	0842-0129	0863-0001	0911-1398	0912-0803	0912-1598	0913-0504	0913-1096
0815-1928	0829-0140	0829-0883	0842-0151	0865-0060	0911-1411	0912-0813	0912-1600	0913-0528	0913-1097
0819-0219	0829-0145	0829-0885	0842-0152	0865-0157	0912-0078	0912-0814	0912-1608	0913-0532	0913-1098
0819-0386	0829-0146	0829-0890	0842-0162	0865-0342	0912-0082	0912-0815	0912-1610	0913-0587	0913-1099
0819-0479	0829-0147	0839-0123	0842-0166	0865-0527	0912-0084	0912-0822	0912-1613	0913-0631	0913-1100
0819-0501	0829-0153	0839-0137	0842-0167	0865-0695	0912-0125	0912-0833	0912-1619	0913-0658	0913-1103
0819-0508	0829-0156	0839-0177	0842-0169	0865-1847	0912-0162	0912-0847	0912-1624	0913-0682	0913-1104
0819-0518	0829-0159	0839-0200	0842-0178	0865-1872	0912-0164	0912-0885	0912-1630	0913-0714	0913-1109
0819-0528	0829-0160	0839-0231	0842-0183	0865-1874	0912-0216	0912-0887	0912-1632	0913-0727	0913-1110
0819-0529	0829-0163	0839-0258	0842-0184	0865-1889	0912-0248	0912-0890	0912-1633	0913-0785	0913-1114
0819-0559	0829-0164	0839-0270	0842-0197	0910-0013	0912-0273	0912-0924	0912-1634	0913-0816	0914-0017
0819-0576	0829-0167	0839-0275	0842-0206	0910-0131	0912-0276	0912-0928	0912-1640	0913-0830	0914-0053
0819-0627	0829-0177	0839-0299	0842-0207	0910-0132	0912-0294	0912-0944	0912-1647	0913-0837	0914-0055
0819-0784	0829-0181	0839-0314	0842-0208	0910-1445	0912-0328	0912-0948	0912-1648	0913-0848	0914-0069
0819-0859	0829-0183	0839-0332	0842-0211	0910-1448	0912-0394	0912-0959	0912-1661	0913-0879	0914-0114
0819-0883	0829-0184	0839-0389	0842-0221	0910-1465	0912-0408	0912-0996	0912-1669	0913-0880	0914-0155
0819-0972	0829-0189	0839-0430	0842-0224	0910-1514	0912-0410	0912-1007	0912-1678	0913-0900	0914-0166
0819-1023	0829-0191	0839-0447	0842-0225	0910-1709	0912-0411	0912-1024	0913-0015	0913-0945	0914-0191
0819-1057	0829-0226	0839-0459	0842-0228	0910-1731	0912-0440	0912-1037	0913-0025	0913-0973	0914-0192
0819-1058	0829-0232	0839-0501	0842-0244	0910-1732	0912-0446	0912-1046	0913-0028	0913-0984	0914-0226
0819-1413	0829-0239	0839-0585	0842-0276	0910-1747	0912-0475	0912-1054	0913-0035	0913-1036	0914-0227
0819-1467	0829-0243	0839-0766	0842-0283	0910-1748	0912-0476	0912-1075	0913-0051	0913-1039	0914-0228
0819-1485	0829-0245	0839-0791	0842-0287	0910-1752	0912-0489	0912-1092	0913-0064	0913-1042	0914-0255
0819-1499	0829-0247	0839-0801	0842-0304	0910-1830	0912-0512	0912-1111	0913-0071	0913-1043	0914-0257
0819-1507	0829-0248	0839-0814	0842-0313	0910-7149	0912-0519	0912-1190	0913-0104	0913-1044	0914-0294
0819-1739	0829-0266	0839-0823	0842-0325	0910-7158	0912-0528	0912-1196	0913-0106	0913-1045	0914-0314
0819-1766	0829-0305	0839-0825	0842-0327	0910-7159	0912-0557	0912-1217	0913-0158	0913-1047	0914-0329
0819-1818	0829-0321	0839-0944	0842-0462	0911-0113	0912-0560	0912-1258	0913-0181	0913-1048	0914-0354
0819-1842	0829-0326	0839-1303	0842-0470	0911-0114	0912-0565	0912-1268	0913-0189	0913-1049	0914-0357
0819-1875	0829-0330	0840-0319	0842-0492	0911-0128	0912-0569	0912-1272	0913-0203	0913-1051	0914-0361
0819-1894	0829-0353	0840-0850	0842-0549	0911-0131	0912-0573	0912-1286	0913-0211	0913-1053	0914-0380
0819-1935	0829-0402	0841-0112	0842-0559	0911-0173	0912-0578	0912-1308	0913-0216	0913-1055	0914-0386
0819-2155	0829-0404	0841-0141	0842-0561	0911-0187	0912-0586	0912-1378	0913-0234	0913-1057	0914-0388
0819-2581	0829-0405	0841-0151	0842-0564	0911-0195	0912-0606	0912-1380	0913-0259	0913-1059	0914-0392
0820-0124	0829-0472	0841-0573	0842-0565	0911-0280	0912-0610	0912-1387	0913-0260	0913-1060	0914-0400
0820-0764	0829-0499	0841-0676	0842-0576	0911-0289	0912-0638	0912-1433	0913-0272	0913-1061	0914-0413
0820-0774	0829-0550	0841-0718	0842-0588	0911-0318	0912-0640	0912-1447	0913-0287	0913-1062	0914-0435
0820-0858	0829-0581	0841-0724	0842-0591	0911-0350	0912-0670	0912-1462	0913-0296	0913-1063	0914-0436
0820-8658	0829-0599	0841-0769	0842-0593	0911-0614	0912-0674	0912-1463	0913-0297	0913-1067	0914-0522

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Group 2 Tier 2 (cont)

0914-0525	0914-0952	0918-1076	0919-0516	0919-1157	0920-0120	0960-1771	1011-0213	1011-0428	1011-0786
0914-0545	0914-0956	0918-1085	0919-0523	0919-1179	0920-0151	0960-8172	1011-0216	1011-0434	1011-0803
0914-0575	0914-0958	0918-1097	0919-0525	0919-1195	0921-0101	1010-0015	1011-0218	1011-0435	1011-0805
0914-0626	0914-0959	0918-1100	0919-0536	0919-1233	0921-0118	1010-0104	1011-0228	1011-0438	1011-0820
0914-0635	0914-0978	0918-8171	0919-0540	0919-1248	0921-0128	1010-0136	1011-0234	1011-0440	1011-0831
0914-0682	0915-0141	0919-0006	0919-0544	0919-1252	0921-0285	1010-0291	1011-0236	1011-0443	1011-0838
0914-0693	0915-0509	0919-0009	0919-0551	0919-1254	0921-0424	1010-0304	1011-0238	1011-0450	1011-0851
0914-0705	0915-0524	0919-0021	0919-0552	0919-1257	0921-0487	1010-0502	1011-0243	1011-0458	1011-0852
0914-0713	0915-0817	0919-0028	0919-0571	0919-1309	0921-0510	1010-0564	1011-0249	1011-0468	1011-0857
0914-0717	0915-0831	0919-0063	0919-0581	0919-1314	0921-0533	1010-0704	1011-0252	1011-0470	1011-0863
0914-0719	0915-0946	0919-0101	0919-0582	0919-1317	0929-0073	1010-1293	1011-0255	1011-0471	1011-0864
0914-0761	0915-1007	0919-0133	0919-0635	0919-1318	0929-0083	1010-1475	1011-0256	1011-0474	1011-0876
0914-0766	0915-1025	0919-0134	0919-0642	0919-1412	0929-0107	1010-1495	1011-0264	1011-0476	1011-0913
0914-0775	0915-1042	0919-0137	0919-0665	0919-1420	0929-0110	1010-1510	1011-0275	1011-0477	1011-0932
0914-0776	0915-1046	0919-0147	0919-0676	0919-1425	0929-0117	1010-1528	1011-0276	1011-0486	1011-0951
0914-0779	0915-1225	0919-0155	0919-0687	0919-1427	0929-0119	1010-1906	1011-0278	1011-0494	1011-0953
0914-0780	0915-1259	0919-0156	0919-0737	0919-1440	0929-0121	1010-1948	1011-0281	1011-0497	1011-0964
0914-0794	0918-0005	0919-0168	0919-0747	0919-1446	0929-0125	1010-8949	1011-0283	1011-0507	1011-0969
0914-0803	0918-0031	0919-0196	0919-0757	0919-1479	0929-0129	1010-8980	1011-0285	1011-0511	1011-0974
0914-0817	0918-0037	0919-0197	0919-0778	0919-1482	0929-0133	1010-8981	1011-0287	1011-0524	1011-0980
0914-0820	0918-0123	0919-0202	0919-0788	0919-1513	0929-0138	1010-8982	1011-0292	1011-0525	1011-0981
0914-0823	0918-0190	0919-0203	0919-0817	0919-1520	0929-0139	1011-0017	1011-0295	1011-0528	1011-0984
0914-0826	0918-0288	0919-0204	0919-0837	0919-1561	0929-0141	1011-0031	1011-0296	1011-0541	1011-0992
0914-0829	0918-0327	0919-0225	0919-0839	0919-1565	0929-0148	1011-0056	1011-0306	1011-0560	1011-0999
0914-0838	0918-0330	0919-0253	0919-0861	0919-1572	0929-0149	1011-0061	1011-0308	1011-0562	1011-1006
0914-0839	0918-0335	0919-0279	0919-0871	0919-1583	0929-0159	1011-0072	1011-0314	1011-0571	1011-1008
0914-0846	0918-0356	0919-0303	0919-0872	0919-1589	0929-0165	1011-0090	1011-0315	1011-0578	1011-1022
0914-0851	0918-0359	0919-0316	0919-0874	0919-1604	0929-0229	1011-0092	1011-0327	1011-0592	1011-1027
0914-0852	0918-0395	0919-0323	0919-0876	0919-1605	0929-0235	1011-0105	1011-0332	1011-0596	1011-1047
0914-0859	0918-0396	0919-0324	0919-0905	0919-1607	0929-0240	1011-0106	1011-0335	1011-0598	1011-1048
0914-0864	0918-0414	0919-0344	0919-0906	0919-1609	0929-0248	1011-0129	1011-0338	1011-0602	1011-1054
0914-0869	0918-0440	0919-0353	0919-0908	0919-1616	0929-0270	1011-0141	1011-0339	1011-0622	1011-1057
0914-0870	0918-0472	0919-0383	0919-0921	0919-1620	0929-0354	1011-0152	1011-0340	1011-0628	1011-1060
0914-0876	0918-0483	0919-0386	0919-0927	0919-1625	0929-0477	1011-0153	1011-0344	1011-0635	1011-1064
0914-0879	0918-0528	0919-0396	0919-0943	0919-1680	0929-0502	1011-0158	1011-0346	1011-0640	1011-1076
0914-0887	0918-0624	0919-0401	0919-0946	0919-1681	0929-0520	1011-0159	1011-0354	1011-0660	1011-1111
0914-0889	0918-0638	0919-0405	0919-0951	0919-1684	0929-0526	1011-0162	1011-0359	1011-0662	1011-1133
0914-0897	0918-0699	0919-0426	0919-1000	0919-1687	0929-0536	1011-0173	1011-0366	1011-0686	1011-1145
0914-0899	0918-0718	0919-0427	0919-1002	0919-1689	0929-0542	1011-0176	1011-0368	1011-0691	1011-1149
0914-0900	0918-0757	0919-0428	0919-1045	0919-1701	0929-0546	1011-0186	1011-0369	1011-0694	1011-1162
0914-0901	0918-0834	0919-0432	0919-1100	0919-1704	0929-0547	1011-0187	1011-0385	1011-0708	1011-1167
0914-0912	0918-0936	0919-0434	0919-1115	0919-1705	0929-7679	1011-0192	1011-0388	1011-0709	1011-1168
0914-0921	0918-0947	0919-0436	0919-1130	0919-1711	0960-0096	1011-0193	1011-0400	1011-0715	1011-1195
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0914-0935	0918-0973	0919-0483	0919-1135	0919-1822	0960-1041	1011-0197	1011-0406	1011-0744	1011-1214
0914-0938	0918-0998	0919-0487	0919-1140	0919-7153	0960-1676	1011-0199	1011-0410	1011-0747	1011-1217
0914-0950	0918-1029	0919-0492	0919-1154	0919-8164	0960-1698	1011-0206	1011-0412	1011-0774	1011-1222
0914-0951	0918-1062	0919-0505	0919-1155	0919-8168	0960-1738	1011-0207	1011-0416	1011-0780	1011-1231

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Group 2 Tier 2 (cont)

1011-1263	1012-1198	1020-8964	1030-8983	1041-0163	1041-1383	1049-0672	1070-0467	1111-0243	1119-0280
1011-1271	1012-1215	1021-0013	1031-0001	1041-0169	1041-1394	1049-0704	1070-0469	1111-0259	1119-0281
1011-1284	1012-1218	1021-0057	1031-0019	1041-0187	1041-1395	1049-0756	1070-0510	1111-0273	1119-0315
1011-1367	1012-1300	1021-0085	1031-0073	1041-0210	1041-1399	1049-0770	1070-0600	1111-0275	1119-0324
1011-1379	1012-1367	1021-0127	1031-0088	1041-0220	1041-8952	1049-0777	1070-0604	1111-0294	1119-0329
1011-1384	1012-1668	1021-0129	1031-0105	1041-0225	1049-0011	1049-0781	1070-0612	1111-0316	1119-0340
1011-1386	1012-1743	1021-0136	1031-0133	1041-0258	1049-0054	1049-0804	1070-0638	1111-0328	1119-0346
1011-1393	1012-1751	1021-0154	1031-0142	1041-0261	1049-0075	1049-0813	1070-0654	1111-0352	1119-0355
1011-1403	1012-1775	1021-0200	1031-0143	1041-0264	1049-0116	1049-0838	1070-0660	1111-0365	1119-0399
1011-1421	1012-1785	1021-0257	1031-0151	1041-0265	1049-0123	1049-0842	1070-0674	1111-0394	1119-0404
1011-1427	1012-1788	1021-0286	1031-0163	1041-0278	1049-0127	1049-0872	1070-0678	1111-0461	1119-0415
1011-1450	1012-1927	1021-0340	1031-0167	1041-0298	1049-0131	1049-0884	1070-0692	1111-0530	1119-0481
1011-1452	1019-0139	1021-0363	1031-0192	1041-0308	1049-0133	1049-0885	1070-0696	1111-0531	1119-0494
1011-1455	1019-0183	1021-0432	1031-0222	1041-0382	1049-0134	1049-0893	1070-0697	1111-9355	1119-0515
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1011-1485	1019-0226	1021-0488	1031-0343	1041-0647	1049-0159	1049-0979	1070-0719	1113-0260	1119-0634
1011-1487	1019-0229	1021-0656	1031-0345	1041-0669	1049-0160	1049-0994	1070-8933	1113-0430	1119-0639
1011-1489	1019-0236	1021-0670	1031-0398	1041-0671	1049-0171	1049-1023	1070-8965	1113-0463	1119-0674
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1011-8912	1019-0551	1023-0029	1031-1261	1041-0782	1049-0237	1049-1338	1110-1791	1113-1029	1119-0820
1011-8959	1019-0617	1023-0033	1031-1267	1041-0831	1049-0276	1049-1353	1110-1795	1113-1087	1119-0851
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1012-0488	1019-1576	1023-0191	1040-0149	1041-1291	1049-0357	1070-0132	1111-0131	1113-2000	1119-1009
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1012-0512	1019-1782	1023-0537	1040-1380	1041-1309	1049-0409	1070-0148	1111-0159	1113-2127	1119-1115
1012-0513	1019-1784	1023-0647	1040-1413	1041-1326	1049-0427	1070-0172	1111-0163	1113-2274	1119-1132
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1012-0567	1019-1816	1030-0013	1041-0078	1041-1334	1049-0488	1070-0244	1111-0191	1119-0054	1119-1249
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1012-0979	1020-0701	1030-1326	1041-0155	1041-1373	1049-0600	1070-0413	1111-0232	1119-0227	1119-1487
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Group 2 Tier 2 (cont)

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1119-1628	1130-0959	1140-9362	1149-2243	1211-4338	1222-3321	1222-8701	1243-0076	1251-8521	2111-7699
1119-1632	1130-1216	1149-0114	1149-2298	1211-4342	1222-3419	1222-8736	1243-0080	1252-0006	2111-7700
1119-1641	1130-1295	1149-0137	1149-2335	1211-4353	1222-3448	1222-8751	1243-0177	1252-0052	2111-7701
1119-1659	1130-1433	1149-0185	1149-2481	1211-4379	1222-3699	1222-8758	1243-8452	2110-7002	2111-7765
1119-1662	1130-1558	1149-0201	1149-2519	1211-4383	1222-3715	1222-8766	1250-0709	2110-7012	2111-7767
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1119-1884	1130-2526	1149-0234	1163-1148	1211-4419	1222-3765	1224-0239	1250-0822	2110-7288	2111-7820
1119-2068	1130-2542	1149-0252	1163-1287	1211-4420	1222-3785	1224-0240	1250-0851	2110-7323	2111-7824
1119-2248	1130-9351	1149-0256	1210-2967	1211-4426	1222-3857	1224-8740	1250-0864	2110-7398	2111-7834
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1119-2252	1130-9409	1149-0277	1210-3724	1211-4428	1222-3927	1230-0665	1250-8469	2110-8066	2111-7837
1119-2323	1130-9422	1149-0279	1210-3877	1211-4441	1222-3954	1230-0672	1250-8496	2110-8070	2111-7843
1119-2389	1131-0009	1149-0287	1210-4065	1211-4461	1222-3998	1230-0689	1251-0060	2110-8071	2111-7857
1119-2393	1131-0057	1149-0310	1211-0103	1211-8201	1222-4045	1230-8495	1251-0227	2110-8072	2111-7866
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1119-9357	1131-0912	1149-0495	1211-3589	1220-3936	1222-4255	1232-0353	1251-0707	2110-8352	2111-7953
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1130-0338	1140-1101	1149-2149	1211-4281	1222-1040	1222-4415	1233-0861	1251-0874	2111-7665	2112-8744
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Group 2 Tier 2 (cont)

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2112-8756	2113-7011	2113-7402	2113-8384	2113-8712	2116-9117	2118-9202	2212-7493	2212-7873	2213-7889
2112-8760	2113-7013	2113-7404	2113-8390	2113-8713	2116-9118	2119-7719	2212-7502	2212-7874	2213-7912
2112-8761	2113-7015	2113-7406	2113-8395	2113-9177	2116-9122	2119-7720	2212-7507	2212-7883	2213-7924
2112-8763	2113-7022	2113-7409	2113-8397	2113-9182	2116-9123	2119-7727	2212-7518	2212-7893	2213-7925
2112-8766	2113-7027	2113-7505	2113-8401	2113-9203	2116-9126	2119-7731	2212-7523	2212-8309	2213-7953
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2112-8871	2113-7223	2113-8272	2113-8603	2115-9049	2118-7368	2212-7194	2212-7730	2213-7572	2213-8191
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Group 2 Tier 2 (cont)

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2214-7669	2220-8274	2223-8157	2260-7455	2311-7699	2313-7496	2313-8116	2313-8573	2313-8755	2410-7482
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2220-7975	2223-8114	2223-8311	2311-7655	2313-7161	2313-8015	2313-8526	2313-8702	2360-8451	2410-8110
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2220-7982	2223-8121	2223-8338	2311-7657	2313-7169	2313-8032	2313-8534	2313-8713	2360-8480	2410-8112
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2220-7997	2223-8129	2260-7249	2311-7678	2313-7207	2313-8061	2313-8553	2313-8734	2360-8483	2410-8431
2220-8011	2223-8140	2260-7400	2311-7682	2313-7217	2313-8076	2313-8560	2313-8735	2360-8766	2412-7023

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Group 2 Tier 2 (cont)

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2412-7085	2412-7465	2412-8171	2420-7656	2422-7780	2430-8343	2433-7968	2433-8213	2434-8606	2514-7262
2412-7091	2412-7691	2412-8174	2420-7658	2422-7782	2430-8351	2433-7970	2433-8216	2440-7702	2514-7263
2412-7104	2412-7809	2412-8177	2420-7659	2422-7785	2430-8353	2433-7983	2433-8218	2440-7703	2514-8018
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2412-7307	2412-7874	2412-8213	2420-7675	2422-7812	2430-8407	2433-8027	2433-8280	2440-7747	2514-8122
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2412-7309	2412-7881	2412-8220	2420-7682	2422-7816	2430-8424	2433-8035	2433-8283	2440-7768	2514-8161
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2412-7346	2412-7988	2412-8263	2420-7757	2422-7879	2430-8611	2433-8111	2433-8497	2441-7157	2515-7881
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2412-7361	2412-8005	2412-8267	2420-8603	2422-7887	2430-8622	2433-8114	2433-8505	2441-7208	2515-7905
2412-7369	2412-8025	2412-8273	2420-8636	2422-7906	2430-8637	2433-8133	2433-8513	2441-7435	2515-7923
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Group 2 Tier 2 (cont)

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2520-7597	2531-7572	2531-8487	2532-7980	2560-7269	2620-8509	2622-7718	2630-7942	2631-8279	2640-8081
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2520-7604	2531-7588	2532-7197	2532-8456	2610-7332	2620-8586	2622-7720	2631-7155	2631-8291	2640-8085
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2531-7482	2531-7796	2532-7936	2550-7741	2613-8851	2622-7653	2630-7892	2631-8203	2632-8169	2642-7846
2531-7485	2531-7797	2532-7939	2550-7745	2613-8874	2622-7656	2630-7893	2631-8204	2632-8171	2642-7847
2531-7489	2531-7798	2532-7943	2550-7748	2613-8876	2622-7657	2630-7896	2631-8215	2632-8172	2642-7851
2531-7490	2531-7802	2532-7947	2550-7750	2613-8888	2622-7658	2630-7901	2631-8216	2632-8174	2642-7856
2531-7492	2531-8431	2532-7949	2550-7751	2613-8893	2622-7663	2630-7904	2631-8248	2632-8175	2642-7858
2531-7539	2531-8435	2532-7950	2550-7760	2613-8899	2622-7665	2630-7905	2631-8250	2632-8196	2642-7859
2531-7544	2531-8442	2532-7951	2550-7761	2613-8903	2622-7672	2630-7912	2631-8252	2632-8909	2642-7873
2531-7548	2531-8443	2532-7952	2550-7763	2620-7326	2622-7673	2630-7916	2631-8254	2640-8039	2642-7882
2531-7551	2531-8447	2532-7953	2550-7774	2620-7547	2622-7680	2630-7923	2631-8255	2640-8040	2642-7884
2531-7554	2531-8453	2532-7956	2550-7798	2620-8395	2622-7694	2630-7925	2631-8258	2640-8049	2642-7887
2531-7564	2531-8469	2532-7961	2550-7805	2620-8399	2622-7701	2630-7927	2631-8262	2640-8052	2642-7909

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Group 2 Tier 2 (cont)

2642-7923	2650-8244	2653-7707	2654-7411	2670-8082	2711-7611	2711-8833	2719-7392	2719-8667	2719-9218
2642-7925	2651-7596	2653-7719	2654-7419	2670-8087	2711-7665	2711-8896	2719-7400	2719-8680	2719-9240
2642-7927	2651-7600	2653-7722	2654-7425	2670-8111	2711-7667	2711-8931	2719-7404	2719-8686	2719-9246
2642-7929	2651-7601	2653-7723	2654-7480	2670-8192	2711-7682	2711-8933	2719-7405	2719-8707	2719-9258
2642-7932	2651-7606	2653-7727	2654-7484	2670-8220	2711-7689	2711-8935	2719-7538	2719-8713	2720-7804
2642-7933	2651-7615	2653-7729	2654-7641	2670-8323	2711-7690	2711-8943	2719-7539	2719-8714	2720-7811
2642-7941	2651-7619	2653-7733	2654-7645	2670-8333	2711-8243	2711-8944	2719-7540	2719-8723	2720-7815
2642-7944	2651-7620	2653-7734	2654-7648	2670-8334	2711-8252	2711-8948	2719-7544	2719-8730	2720-7829
2642-7946	2651-7621	2653-7738	2654-7653	2670-8913	2711-8257	2711-8949	2719-7545	2719-8733	2720-7832
2642-7947	2651-7623	2653-7739	2654-7654	2670-8971	2711-8261	2711-8960	2719-7549	2719-8736	2720-7836
2642-7953	2651-7624	2653-7742	2654-7665	2670-9077	2711-8263	2711-8973	2719-7550	2719-8739	2720-7839
2642-7954	2651-7625	2653-7748	2654-7666	2710-7068	2711-8269	2711-8979	2719-7556	2719-8763	2720-7844
2642-7955	2651-7628	2653-7754	2654-8245	2710-7081	2711-8270	2711-8984	2719-7571	2719-8811	2720-7848
2642-7956	2651-7631	2653-7756	2655-7669	2710-7084	2711-8271	2711-8990	2719-7592	2719-8838	2720-7865
2642-7957	2651-7633	2653-7763	2655-7671	2710-7100	2711-8288	2711-9280	2719-7632	2719-8864	2720-7867
2642-7958	2651-8659	2653-7767	2655-7758	2710-7111	2711-8291	2711-9296	2719-7651	2719-8868	2720-7885
2642-7962	2652-7013	2653-7771	2660-8002	2710-7433	2711-8299	2712-7653	2719-7652	2719-8870	2720-7892
2642-7974	2652-7019	2653-7773	2660-8010	2710-7698	2711-8301	2712-9035	2719-7761	2719-8876	2720-7901
2642-7975	2652-7030	2653-7774	2660-8018	2710-7725	2711-8302	2712-9057	2719-8011	2719-8877	2720-7902
2642-7980	2652-7077	2653-7775	2660-8034	2710-7788	2711-8321	2712-9059	2719-8165	2719-8883	2720-7937
2642-8002	2652-7304	2653-7781	2660-8036	2710-7789	2711-8366	2712-9063	2719-8208	2719-8894	2720-7942
2642-8003	2652-7307	2653-7784	2660-8037	2710-7798	2711-8369	2712-9068	2719-8229	2719-8898	2720-7943
2642-8012	2652-7311	2653-7790	2660-8039	2710-7816	2711-8372	2712-9101	2719-8273	2719-8906	2720-7948
2642-8025	2652-7312	2653-7792	2660-8043	2710-7817	2711-8442	2712-9138	2719-8277	2719-8922	2724-7108
2642-8136	2652-7316	2653-7797	2660-8044	2710-7899	2711-8444	2712-9145	2719-8333	2719-8967	2724-7115
2642-8139	2652-7390	2653-7804	2660-8068	2710-7910	2711-8452	2712-9146	2719-8334	2719-8968	2724-7118
2642-8141	2652-7436	2653-7818	2670-7760	2710-7935	2711-8607	2712-9148	2719-8378	2719-8971	2724-7135
2642-8143	2652-7437	2653-7824	2670-7762	2710-7940	2711-8636	2712-9152	2719-8421	2719-8975	2724-7148
2650-7043	2652-7442	2653-8199	2670-7779	2710-7949	2711-8641	2712-9161	2719-8428	2719-8995	2724-7151
2650-7058	2652-7443	2654-7024	2670-7782	2710-8009	2711-8642	2712-9164	2719-8431	2719-9016	2724-7163
2650-7073	2652-7445	2654-7079	2670-7784	2710-8035	2711-8644	2712-9168	2719-8478	2719-9047	2724-7185
2650-7508	2652-7447	2654-7206	2670-7785	2710-8054	2711-8651	2712-9172	2719-8483	2719-9052	2724-7626
2650-7514	2652-7450	2654-7241	2670-7809	2710-8071	2711-8675	2712-9176	2719-8486	2719-9076	2724-7635
2650-7530	2652-7451	2654-7331	2670-7828	2710-8081	2711-8676	2712-9177	2719-8489	2719-9078	2724-7637
2650-7540	2652-7454	2654-7333	2670-7829	2710-8086	2711-8693	2712-9179	2719-8509	2719-9079	2724-7638
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2650-7563	2652-7464	2654-7338	2670-7834	2710-8095	2711-8757	2712-9185	2719-8523	2719-9087	2724-7654
2650-7566	2652-7465	2654-7341	2670-7870	2710-8098	2711-8758	2712-9188	2719-8535	2719-9090	2724-7655
2650-7578	2652-7473	2654-7358	2670-7873	2710-8159	2711-8764	2712-9283	2719-8542	2719-9092	2724-7665
2650-7581	2652-7474	2654-7361	2670-7876	2710-8193	2711-8769	2719-7007	2719-8543	2719-9095	2724-7666
2650-7586	2652-7482	2654-7370	2670-7954	2710-8202	2711-8774	2719-7014	2719-8546	2719-9099	2724-7673
2650-7587	2652-7649	2654-7377	2670-7955	2710-9289	2711-8776	2719-7159	2719-8552	2719-9113	2724-7676
2650-7588	2652-8172	2654-7383	2670-7956	2711-7198	2711-8783	2719-7210	2719-8555	2719-9115	2724-7677
2650-7602	2652-8189	2654-7392	2670-7998	2711-7336	2711-8787	2719-7216	2719-8559	2719-9116	2724-7680
2650-7611	2652-8196	2654-7404	2670-8013	2711-7603	2711-8807	2719-7223	2719-8562	2719-9120	2724-7684
2650-7612	2653-7690	2654-7405	2670-8017	2711-7604	2711-8808	2719-7256	2719-8572	2719-9121	2724-7692
2650-7632	2653-7694	2654-7408	2670-8023	2711-7608	2711-8823	2719-7265	2719-8584	2719-9195	2724-7698
2650-8186	2653-7699	2654-7410	2670-8035	2711-7610	2711-8831	2719-7292	2719-8593	2719-9214	2724-7699

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Group 2 Tier 2 (cont)

2724-7703	2724-8077	2724-8355	2724-8538	2739-7276	2739-7562	2749-7260	2749-7546	2759-7013	2759-7882
2724-7719	2724-8087	2724-8358	2724-8548	2739-7281	2739-7572	2749-7268	2749-7551	2759-7082	2759-7888
2724-7724	2724-8099	2724-8359	2724-8549	2739-7282	2739-7575	2749-7274	2749-7559	2759-7087	2759-7898
2724-7732	2724-8111	2724-8363	2724-8554	2739-7283	2739-7577	2749-7276	2749-7560	2759-7102	2759-7899
2724-7742	2724-8116	2724-8367	2724-8560	2739-7284	2739-7582	2749-7283	2749-7566	2759-7111	2759-7902
2724-7743	2724-8149	2724-8374	2724-8565	2739-7289	2739-7584	2749-7285	2749-7570	2759-7113	2759-7903
2724-7744	2724-8154	2724-8378	2724-8567	2739-7294	2739-7590	2749-7291	2749-7572	2759-7114	2759-7905
2724-7746	2724-8155	2724-8380	2724-8572	2739-7296	2739-7591	2749-7294	2749-7575	2759-7169	2759-7908
2724-7750	2724-8161	2724-8385	2724-8574	2739-7307	2739-7594	2749-7298	2749-7577	2759-7185	2759-7914
2724-7753	2724-8165	2724-8387	2724-8576	2739-7310	2739-7599	2749-7305	2749-7584	2759-7190	2759-7921
2724-7756	2724-8168	2724-8388	2724-8583	2739-7316	2739-7618	2749-7307	2749-7588	2759-7683	2759-7926
2724-7757	2724-8172	2724-8390	2724-8585	2739-7321	2739-7626	2749-7314	2749-7592	2759-7689	2759-7930
2724-7768	2724-8176	2724-8391	2724-8587	2739-7325	2739-7635	2749-7316	2749-7593	2759-7694	2759-7935
2724-7769	2724-8178	2724-8394	2724-8593	2739-7326	2739-7636	2749-7318	2749-7595	2759-7704	2759-7937
2724-7772	2724-8181	2724-8396	2724-8599	2739-7328	2739-7640	2749-7320	2749-7600	2759-7705	2759-7939
2724-7774	2724-8183	2724-8401	2724-8602	2739-7332	2739-7647	2749-7321	2749-7602	2759-7707	2759-7942
2724-7776	2724-8185	2724-8405	2724-8604	2739-7336	2739-7651	2749-7322	2749-7603	2759-7709	2759-7946
2724-7788	2724-8187	2724-8410	2724-8609	2739-7344	2739-7659	2749-7335	2749-7606	2759-7712	2759-7947
2724-7807	2724-8188	2724-8413	2724-8619	2739-7345	2739-8276	2749-7337	2749-7615	2759-7714	2759-7949
2724-7813	2724-8195	2724-8419	2724-8620	2739-7354	2739-8285	2749-7342	2749-7618	2759-7715	2759-8073
2724-7835	2724-8198	2724-8428	2724-8623	2739-7355	2740-7371	2749-7354	2749-7619	2759-7725	2759-8075
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2724-7891	2724-8212	2724-8435	2724-8640	2739-7452	2740-7386	2749-7362	2749-8659	2759-7748	2759-8081
2724-7938	2724-8219	2724-8437	2730-7385	2739-7453	2740-7387	2749-7464	2749-8665	2759-7751	2759-8083
2724-7958	2724-8222	2724-8438	2730-7394	2739-7457	2740-7392	2749-7465	2750-7124	2759-7756	2759-8086
2724-7961	2724-8228	2724-8442	2730-7401	2739-7461	2740-7395	2749-7470	2750-7128	2759-7764	2759-8088
2724-7963	2724-8229	2724-8444	2730-7404	2739-7463	2740-7403	2749-7472	2750-7130	2759-7767	2759-8090
2724-7971	2724-8234	2724-8447	2730-7413	2739-7473	2740-7406	2749-7475	2750-7132	2759-7777	2759-8092
2724-7972	2724-8237	2724-8453	2730-7414	2739-7488	2740-7410	2749-7476	2750-7133	2759-7780	2759-8096
2724-7974	2724-8243	2724-8461	2730-7422	2739-7490	2740-7412	2749-7485	2750-7135	2759-7783	2759-8106
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2724-7991	2724-8258	2724-8467	2730-7440	2739-7498	2740-7419	2749-7491	2750-7966	2759-7790	2759-8113
2724-7993	2724-8271	2724-8471	2730-7449	2739-7506	2740-7420	2749-7494	2750-7971	2759-7792	2759-8114
2724-7997	2724-8282	2724-8480	2730-7450	2739-7509	2740-7425	2749-7504	2750-7987	2759-7804	2759-8117
2724-7998	2724-8284	2724-8482	2739-7017	2739-7512	2740-7432	2749-7510	2750-7988	2759-7808	2759-8118
2724-7999	2724-8288	2724-8483	2739-7036	2739-7515	2740-7455	2749-7515	2750-7997	2759-7809	2759-8121
2724-8006	2724-8290	2724-8489	2739-7044	2739-7526	2740-8633	2749-7516	2750-8028	2759-7811	2759-8139
2724-8011	2724-8292	2724-8491	2739-7064	2739-7527	2740-8654	2749-7522	2750-8033	2759-7813	2759-8142
2724-8012	2724-8309	2724-8498	2739-7068	2739-7533	2749-7056	2749-7525	2750-8056	2759-7821	2759-8143
2724-8015	2724-8312	2724-8503	2739-7077	2739-7535	2749-7060	2749-7526	2750-8057	2759-7823	2759-8154
2724-8017	2724-8317	2724-8510	2739-7094	2739-7539	2749-7065	2749-7529	2750-8158	2759-7827	2759-8179
2724-8019	2724-8325	2724-8519	2739-7254	2739-7541	2749-7082	2749-7530	2750-8243	2759-7831	2759-8182
2724-8043	2724-8331	2724-8525	2739-7258	2739-7548	2749-7110	2749-7535	2750-8246	2759-7841	2759-8187
2724-8063	2724-8338	2724-8527	2739-7259	2739-7554	2749-7172	2749-7538	2750-8247	2759-7872	2759-8190
2724-8067	2724-8342	2724-8529	2739-7261	2739-7556	2749-7257	2749-7542	2750-8286	2759-7873	2759-8195
2724-8069	2724-8353	2724-8531	2739-7264	2739-7559	2749-7258	2749-7543	2759-7002	2759-7875	2759-8196

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Group 2 Tier 2 (cont)

2759-8200	2810-8124	2815-8106	2829-7595	2840-8484	2865-8281	2911-7304	2913-7846	2914-7978	2919-7143
2759-8203	2810-8147	2815-8107	2829-7602	2840-8487	2865-8283	2911-7305	2913-7848	2914-7980	2919-7315
2759-8208	2810-8149	2815-8114	2829-7605	2840-8490	2865-8285	2911-7307	2913-7851	2914-7983	2919-7316
2759-8210	2810-8150	2815-8116	2829-8555	2840-8494	2865-8287	2911-7308	2913-7855	2914-7987	2919-7319
2759-8211	2810-8168	2819-7150	2830-7766	2840-8500	2865-8625	2911-7312	2913-7858	2914-7992	2919-7320
2759-8214	2810-8187	2819-7293	2830-7793	2840-8513	2865-8641	2911-8101	2913-7863	2914-7997	2919-7328
2759-8228	2810-8203	2819-8061	2830-7868	2840-8516	2910-7323	2912-7041	2913-7864	2914-7998	2919-7329
2759-8229	2810-8220	2819-8062	2830-7877	2840-8519	2910-7350	2912-7046	2913-7869	2914-8001	2919-7335
2759-8232	2810-8221	2819-8597	2830-7909	2840-8531	2910-7383	2912-7057	2913-7874	2914-8002	2919-7336
2759-8233	2810-8225	2820-7456	2830-7912	2840-8537	2910-7406	2912-7064	2913-7875	2914-8004	2919-7338
2759-8252	2810-8233	2820-7458	2830-7917	2840-8647	2910-7430	2912-7066	2913-7877	2914-8007	2919-7347
2759-8253	2810-8238	2820-7514	2830-7922	2841-7010	2910-7454	2912-7071	2913-7879	2914-8144	2919-7373
2759-8258	2810-8239	2820-7517	2830-7931	2841-7046	2910-7461	2912-7100	2913-7881	2914-8148	2919-7414
2759-8280	2810-8240	2820-7521	2830-7945	2841-7461	2910-7463	2912-7124	2913-7882	2914-8149	2919-7420
2759-8292	2810-8243	2820-7523	2830-7947	2842-8321	2910-7465	2912-7130	2913-7883	2915-7126	2919-7525
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2810-7091	2810-8291	2820-7530	2839-7209	2842-8326	2910-7474	2912-7337	2913-7887	2915-7134	2919-7538
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2810-7356	2810-8570	2820-7547	2839-7763	2843-8388	2910-7498	2912-7351	2913-7894	2915-8050	2919-7547
2810-7612	2810-8635	2820-7552	2839-7768	2843-8394	2910-7502	2912-7354	2913-7914	2915-8055	2919-7548
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2810-7617	2812-7624	2820-7567	2839-7798	2843-8398	2910-7508	2912-7388	2914-7101	2915-8061	2919-7561
2810-7623	2812-7637	2820-7573	2839-7800	2843-8541	2910-7510	2912-7390	2914-7141	2915-8070	2919-7563
2810-7627	2812-7642	2820-7574	2839-7813	2863-7167	2910-7511	2912-7401	2914-7916	2915-8072	2919-7564
2810-7653	2812-7700	2820-7600	2839-7842	2863-7776	2910-7516	2912-7403	2914-7917	2915-8078	2919-7565
2810-7660	2812-7706	2829-7011	2839-7846	2863-7777	2911-7253	2912-7405	2914-7921	2918-7122	2919-7649
2810-7667	2812-7724	2829-7452	2839-7859	2863-7778	2911-7254	2912-7408	2914-7922	2918-8028	2919-8125
2810-7668	2812-7735	2829-7453	2839-7994	2863-7779	2911-7255	2912-7519	2914-7923	2918-8033	2920-7080
2810-7673	2812-7736	2829-7463	2839-7997	2863-7785	2911-7256	2912-7522	2914-7929	2918-8036	2920-8124
2810-7674	2812-7737	2829-7467	2839-8001	2863-7787	2911-7259	2912-7528	2914-7930	2918-8042	2921-7667
2810-7682	2812-7740	2829-7469	2839-8009	2863-7789	2911-7262	2912-7529	2914-7935	2918-8058	2921-7669
2810-7685	2812-7744	2829-7475	2839-8559	2865-7308	2911-7263	2912-7540	2914-7938	2918-8080	2921-7670
2810-7686	2812-7755	2829-7476	2839-8591	2865-7332	2911-7264	2912-7656	2914-7940	2918-8091	2921-7713
2810-7688	2813-7161	2829-7486	2840-7194	2865-7335	2911-7268	2912-7659	2914-7942	2918-8105	2921-7716
2810-7689	2813-7764	2829-7487	2840-8411	2865-8080	2911-7272	2912-7660	2914-7944	2918-8108	2921-7745
2810-7690	2813-7810	2829-7489	2840-8413	2865-8081	2911-7274	2912-7661	2914-7945	2918-8109	2921-7777
2810-7752	2813-7817	2829-7492	2840-8420	2865-8082	2911-7276	2912-7663	2914-7947	2918-8111	2921-7786
2810-7759	2815-7301	2829-7497	2840-8426	2865-8086	2911-7277	2913-7091	2914-7951	2918-8112	2921-7793
2810-7760	2815-7320	2829-7499	2840-8435	2865-8087	2911-7278	2913-7809	2914-7955	2918-8115	2921-7794
2810-8031	2815-7328	2829-7501	2840-8436	2865-8089	2911-7279	2913-7813	2914-7956	2918-8116	2929-7082
2810-8036	2815-8038	2829-7503	2840-8437	2865-8091	2911-7284	2913-7819	2914-7960	2918-8117	2929-7085
2810-8073	2815-8042	2829-7578	2840-8447	2865-8270	2911-7286	2913-7826	2914-7961	2918-8121	2929-7675
2810-8076	2815-8046	2829-7582	2840-8451	2865-8273	2911-7290	2913-7829	2914-7966	2919-7003	2929-7697
2810-8098	2815-8050	2829-7585	2840-8455	2865-8274	2911-7295	2913-7832	2914-7967	2919-7025	2929-7701
2810-8100	2815-8067	2829-7586	2840-8456	2865-8277	2911-7297	2913-7837	2914-7968	2919-7028	2929-7702
2810-8101	2815-8069	2829-7590	2840-8463	2865-8278	2911-7299	2913-7839	2914-7969	2919-7054	2929-7722
2810-8123	2815-8104	2829-7594	2840-8481	2865-8280	2911-7301	2913-7844	2914-7973	2919-7139	2929-7724

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Group 2 Tier 2 (cont)

2929-7764	3010-8079	3011-7830	3012-8203	3021-7690	3031-8478	3049-7194	3070-7752	3111-7509	3113-8706
2929-7795	3010-8081	3011-7832	3012-8206	3021-7691	3031-8485	3049-7198	3070-7754	3111-7510	3113-8711
2929-7803	3010-8084	3011-7836	3012-8836	3021-7710	3031-8487	3049-7203	3070-8365	3111-7512	3113-8714
2960-7552	3010-8085	3011-7837	3019-8044	3021-7711	3031-8489	3049-7223	3070-8367	3111-7530	3113-8793
2960-7553	3010-8093	3011-7839	3020-7001	3021-7739	3031-8505	3049-7767	3070-8384	3111-7531	3113-8794
2960-7556	3010-8101	3011-7842	3020-7501	3021-7744	3031-8570	3049-8219	3070-8391	3111-7535	3113-8799
2960-7572	3010-8104	3011-7894	3020-7508	3021-7747	3031-8576	3049-8223	3070-8400	3111-7546	3113-8911
2960-7575	3010-8106	3011-7903	3020-7511	3021-7757	3031-8578	3049-8240	3070-8423	3111-7556	3113-8915
2960-7580	3010-8111	3011-7904	3020-7513	3022-8417	3031-8581	3049-8243	3070-8660	3111-7560	3113-8920
2960-7587	3010-8115	3011-7910	3020-7521	3022-8428	3039-8596	3049-8249	3070-8661	3111-7575	3113-9014
2960-7593	3010-8119	3011-7912	3020-7523	3023-7307	3039-8597	3049-8259	3070-8663	3111-7584	3113-9043
2960-7599	3010-8128	3011-7913	3020-7526	3023-8647	3039-8601	3049-8263	3070-8666	3111-7586	3113-9046
2960-7601	3010-8129	3011-7921	3020-7531	3023-8652	3039-8609	3049-8277	3070-8669	3111-7587	3119-7270
2960-7604	3010-8130	3011-7925	3020-7535	3023-8655	3039-8615	3049-8719	3070-8670	3111-7589	3119-7701
2960-7606	3010-8133	3011-7927	3020-7541	3023-8657	3039-8618	3049-8747	3070-8683	3111-7594	3119-7705
2960-7608	3010-8136	3011-7941	3020-7543	3023-8658	3039-8619	3049-8868	3070-8687	3111-7595	3119-7787
2960-7612	3010-8141	3011-7973	3020-7545	3023-8672	3039-8622	3049-8873	3070-8688	3111-7597	3119-7799
2960-7615	3010-8150	3011-7976	3020-7551	3023-8673	3039-8625	3049-8905	3070-8700	3111-7598	3119-7816
2960-7616	3010-8161	3011-7979	3020-7555	3023-8674	3039-8627	3070-7003	3070-8739	3111-9261	3119-7823
2960-7620	3010-8165	3011-7980	3020-7556	3023-8675	3039-8629	3070-7004	3070-8766	3111-9305	3119-7828
2960-7623	3010-8167	3011-7985	3020-7569	3023-8676	3039-8633	3070-7027	3110-7880	3113-7312	3119-7829
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2960-7626	3010-8178	3011-7988	3020-7581	3023-8679	3039-8638	3070-7444	3110-7893	3113-7650	3119-7987
2960-7627	3010-8855	3011-7989	3020-7583	3023-8681	3039-8639	3070-7445	3110-7918	3113-7653	3119-8075
2960-7630	3010-8904	3011-7990	3020-7587	3023-8693	3039-8894	3070-7446	3110-7920	3113-7659	3119-8143
2960-7633	3011-7058	3011-7998	3020-7598	3023-8694	3040-7764	3070-7451	3110-7923	3113-7661	3119-8149
2960-7634	3011-7070	3011-7999	3020-7601	3023-8702	3040-7765	3070-7455	3110-7924	3113-7673	3119-8162
2960-7636	3011-7081	3011-8002	3020-7603	3030-7279	3040-8291	3070-7458	3110-7931	3113-7674	3119-8166
3010-7170	3011-7095	3011-8005	3020-7626	3030-8507	3040-8296	3070-7469	3110-7934	3113-7675	3119-8167
3010-7171	3011-7128	3011-8009	3020-7629	3030-8509	3040-8313	3070-7476	3110-7947	3113-7676	3119-8173
3010-7783	3011-7133	3011-8012	3020-8809	3030-8513	3040-8314	3070-7481	3110-7950	3113-7681	3119-8180
3010-7851	3011-7135	3011-8014	3021-7016	3030-8518	3040-8323	3070-7483	3110-7969	3113-7685	3119-8190
3010-7870	3011-7771	3011-8015	3021-7029	3030-8522	3040-8324	3070-7623	3110-7982	3113-7687	3119-8193
3010-7873	3011-7778	3011-8019	3021-7040	3030-8533	3040-8329	3070-7634	3110-7984	3113-7690	3119-8196
3010-7874	3011-7782	3011-8024	3021-7431	3030-8535	3040-8336	3070-7638	3110-7986	3113-7788	3119-8199
3010-7877	3011-7786	3011-8026	3021-7432	3030-8541	3040-8344	3070-7639	3110-7989	3113-7790	3119-8213
3010-7889	3011-7790	3011-8029	3021-7436	3030-8547	3040-8345	3070-7653	3110-7990	3113-7792	3119-8243
3010-7918	3011-7792	3011-8032	3021-7497	3030-8557	3040-8348	3070-7656	3110-8004	3113-7794	3119-8253
3010-7929	3011-7805	3011-8034	3021-7631	3030-8560	3040-8723	3070-7657	3110-8005	3113-7802	3119-8256
3010-7962	3011-7808	3012-7146	3021-7646	3030-8563	3040-8756	3070-7671	3110-8016	3113-7805	3119-8523
3010-8039	3011-7809	3012-7169	3021-7658	3030-8582	3041-7183	3070-7672	3110-8031	3113-8084	3119-8541
3010-8042	3011-7810	3012-7175	3021-7660	3031-7285	3041-7221	3070-7707	3110-8053	3113-8209	3119-8542
3010-8058	3011-7812	3012-8053	3021-7661	3031-8450	3041-8209	3070-7720	3110-8057	3113-8252	3119-8554
3010-8062	3011-7816	3012-8164	3021-7662	3031-8451	3041-8236	3070-7723	3110-9067	3113-8277	3119-8579
3010-8066	3011-7817	3012-8191	3021-7663	3031-8454	3041-8273	3070-7730	3110-9073	3113-8552	3119-8583
3010-8069	3011-7818	3012-8196	3021-7667	3031-8456	3041-8358	3070-7732	3111-7016	3113-8594	3119-8631
3010-8070	3011-7820	3012-8198	3021-7679	3031-8461	3041-8733	3070-7736	3111-7025	3113-8596	3119-8633
3010-8077	3011-7825	3012-8201	3021-7684	3031-8476	3049-7193	3070-7746	3111-7027	3113-8607	3119-8634

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Group 2 Tier 2 (cont)

3119-8637	3120-8108	3130-8365	3131-8263	3140-8866	3149-8566	3211-7321	3211-8093	3213-7990	3221-7242
3119-8777	3120-8118	3130-8367	3131-8519	3140-8870	3149-8630	3211-7328	3211-8120	3213-7991	3221-7243
3119-8778	3120-8120	3130-8371	3131-8520	3140-8874	3149-8736	3211-7331	3211-8129	3213-7992	3221-7244
3119-8780	3122-7001	3130-8372	3131-8551	3140-8882	3149-8737	3211-7332	3211-8130	3213-7993	3221-7249
3119-8787	3122-7002	3130-8382	3131-8572	3140-9103	3149-8769	3211-7337	3212-8013	3213-7994	3221-7250
3119-8897	3122-7032	3130-8383	3131-8609	3140-9212	3149-8771	3211-7347	3212-8014	3213-7999	3221-7274
3119-8900	3122-7603	3130-8387	3131-8610	3140-9271	3149-8775	3211-7348	3212-8015	3213-8000	3221-7280
3119-8903	3122-7607	3130-8399	3131-8612	3149-7116	3149-8779	3211-7350	3212-8020	3213-8002	3221-7284
3119-8923	3122-7610	3130-8400	3131-8615	3149-7243	3149-8909	3211-7352	3212-8022	3213-8007	3221-7285
3119-8924	3122-7611	3130-8431	3131-8664	3149-7710	3163-8643	3211-7438	3212-8023	3213-8008	3221-7288
3119-8925	3122-7612	3130-8440	3131-8671	3149-7716	3163-8647	3211-7444	3212-8025	3213-8031	3221-7290
3119-8926	3122-7614	3130-8441	3131-8690	3149-7719	3163-8648	3211-7452	3212-8060	3213-8032	3221-7291
3119-8930	3122-7618	3130-8446	3131-8693	3149-7721	3163-8673	3211-7455	3213-7070	3220-7014	3221-7303
3119-8932	3122-7624	3130-8447	3131-8698	3149-7722	3163-8677	3211-7481	3213-7152	3220-7427	3221-7305
3119-8933	3122-7628	3130-8456	3131-8699	3149-7724	3163-8680	3211-7485	3213-7859	3220-7613	3221-7306
3119-8935	3122-7633	3130-8459	3131-8702	3149-7729	3163-8682	3211-7488	3213-7860	3220-7615	3221-7308
3119-8936	3122-7636	3130-8463	3131-8704	3149-7732	3163-8683	3211-7518	3213-7869	3220-7618	3221-7314
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3119-8960	3122-7647	3130-8498	3131-8747	3149-7738	3210-7116	3211-7552	3213-7874	3220-7731	3221-7319
3119-8963	3122-9350	3130-8503	3131-8750	3149-7740	3210-7586	3211-7553	3213-7901	3220-7744	3221-7321
3119-8966	3123-7668	3130-8507	3131-8759	3149-7741	3210-7598	3211-7564	3213-7904	3220-7749	3221-7457
3119-8967	3123-8530	3130-8508	3131-8763	3149-7742	3210-7605	3211-7576	3213-7908	3220-7756	3221-7458
3119-8980	3123-8661	3130-8528	3131-8783	3149-7797	3210-7609	3211-7657	3213-7912	3220-7777	3221-7464
3119-8983	3130-8058	3130-8549	3131-8784	3149-7813	3210-7644	3211-7679	3213-7914	3220-7779	3221-7470
3119-8987	3130-8061	3130-8724	3131-8908	3149-7835	3210-7646	3211-7680	3213-7916	3220-7781	3221-7479
3119-8991	3130-8062	3130-8729	3131-8939	3149-7838	3210-7647	3211-7683	3213-7918	3220-7785	3221-7482
3119-8993	3130-8064	3130-9151	3131-8940	3149-7839	3210-7648	3211-7687	3213-7926	3220-7790	3221-7485
3119-8997	3130-8217	3130-9209	3131-8943	3149-7840	3210-7649	3211-7734	3213-7931	3220-7801	3221-7494
3119-9000	3130-8283	3130-9253	3131-8947	3149-7841	3210-8104	3211-7744	3213-7933	3220-7825	3221-7495
3119-9001	3130-8290	3131-7095	3131-8949	3149-7844	3211-7084	3211-7757	3213-7939	3220-7837	3221-7499
3119-9002	3130-8293	3131-7669	3131-8971	3149-7854	3211-7131	3211-7759	3213-7941	3220-7838	3221-7501
3119-9004	3130-8296	3131-7671	3131-8973	3149-7855	3211-7142	3211-7767	3213-7943	3220-7842	3221-8457
3119-9026	3130-8298	3131-7746	3131-8976	3149-7860	3211-7162	3211-7772	3213-7944	3220-7846	3221-8532
3119-9029	3130-8311	3131-7748	3131-8977	3149-7863	3211-7184	3211-7773	3213-7949	3220-7855	3222-7027
3119-9037	3130-8312	3131-7758	3131-9322	3149-7865	3211-7212	3211-7778	3213-7963	3220-7859	3222-7028
3119-9038	3130-8316	3131-7759	3140-7300	3149-8088	3211-7221	3211-7780	3213-7965	3220-7866	3222-7077
3119-9039	3130-8321	3131-7760	3140-8804	3149-8279	3211-7229	3211-7786	3213-7968	3220-7883	3222-7082
3119-9049	3130-8322	3131-7766	3140-8819	3149-8529	3211-7231	3211-7788	3213-7969	3220-7892	3222-7103
3119-9051	3130-8323	3131-7768	3140-8820	3149-8532	3211-7235	3211-7804	3213-7970	3220-7922	3222-7108
3119-9080	3130-8325	3131-7778	3140-8823	3149-8533	3211-7244	3211-7809	3213-7971	3220-7946	3222-7110
3119-9148	3130-8326	3131-7818	3140-8828	3149-8534	3211-7251	3211-7822	3213-7972	3220-7950	3222-7327
3119-9167	3130-8330	3131-8080	3140-8835	3149-8544	3211-7268	3211-7833	3213-7979	3220-7953	3222-7348
3119-9186	3130-8342	3131-8091	3140-8844	3149-8545	3211-7273	3211-7842	3213-7980	3220-8482	3222-7360
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3120-8097	3130-8362	3131-8218	3140-8855	3149-8555	3211-7286	3211-7845	3213-7982	3221-7211	3222-7366
3120-8099	3130-8363	3131-8221	3140-8857	3149-8561	3211-7299	3211-7854	3213-7983	3221-7220	3222-7369
3120-8103	3130-8364	3131-8222	3140-8858	3149-8565	3211-7300	3211-8087	3213-7987	3221-7222	3222-7372

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Group 2 Tier 2 (cont)

3222-7382	3222-7997	3222-8310	3231-7353	3240-7873	3241-7370	3250-8226	8000-0010
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3222-7390	3222-8009	3222-8320	3232-7407	3240-7889	3241-7373	3251-7062	
3222-7404	3222-8013	3222-8336	3232-7416	3240-7893	3241-7381	3251-7082	
3222-7411	3222-8020	3222-8362	3232-7418	3240-7894	3241-7393	3251-7112	
3222-7413	3222-8025	3222-8370	3232-7420	3240-7899	3241-7394	3251-7114	
3222-7418	3222-8030	3222-8376	3232-7427	3240-7900	3242-7403	3251-7991	
3222-7424	3222-8033	3222-8382	3232-7430	3240-7906	3243-7680	3251-7994	
3222-7442	3222-8041	3222-8477	3232-7435	3240-7911	3243-7681	3251-7995	
3222-7448	3222-8042	3222-8496	3232-7437	3240-7913	3243-7695	3251-8014	
3222-7452	3222-8048	3222-8498	3232-7439	3240-7916	3243-7701	3251-8015	
3222-7465	3222-8062	3222-8578	3232-7443	3240-7922	3243-7702	3251-8020	
3222-7473	3222-8073	3222-8625	3232-7446	3240-7929	3243-7706	3251-8022	
3222-7478	3222-8083	3222-8639	3232-7452	3240-7934	3243-7713	3251-8040	
3222-7479	3222-8085	3222-8649	3232-7458	3240-7935	3243-7718	3251-8042	
3222-7483	3222-8086	3222-8660	3232-7460	3240-7937	3243-7720	3251-8045	
3222-7494	3222-8087	3222-8680	3232-7467	3240-7939	3243-7728	3251-8050	
3222-7509	3222-8090	3222-8692	3232-7473	3240-7947	3243-7732	3251-8054	
3222-7511	3222-8091	3224-8401	3232-7476	3240-7953	3243-7733	3251-8055	
3222-7514	3222-8093	3224-8411	3232-7478	3240-7955	3243-7744	3251-8059	
3222-7515	3222-8098	3224-8420	3232-7484	3240-8400	3243-7751	3251-8061	
3222-7521	3222-8099	3224-8432	3232-7488	3241-7254	3243-7755	3251-8063	
3222-7524	3222-8102	3224-8441	3232-7632	3241-7255	3243-7759	3251-8087	
3222-7534	3222-8103	3224-8463	3232-7636	3241-7256	3243-7762	3251-8100	
3222-7542	3222-8110	3230-7507	3232-7640	3241-7257	3243-7770	3251-8106	
3222-7543	3222-8120	3230-7513	3232-7648	3241-7258	3243-7776	3251-8109	
3222-7549	3222-8123	3230-7519	3232-7658	3241-7263	3243-7781	3251-8115	
3222-7552	3222-8125	3230-7522	3232-8394	3241-7269	3243-7784	3251-8234	
3222-7555	3222-8150	3230-7527	3232-8415	3241-7270	3243-7791	3251-8235	
3222-7556	3222-8154	3230-7535	3233-7107	3241-7277	3243-7792	3251-8244	
3222-7560	3222-8161	3230-7540	3233-8026	3241-7279	3243-7799	3251-8256	
3222-7574	3222-8169	3230-7549	3233-8078	3241-7285	3243-7803	3251-8260	
3222-7579	3222-8182	3230-7554	3233-8083	3241-7286	3243-7970	3251-8262	
3222-7585	3222-8184	3230-7556	3233-8335	3241-7300	3243-7975	3251-8264	
3222-7586	3222-8190	3230-7568	3233-8337	3241-7308	3243-7976	3251-8267	
3222-7590	3222-8196	3230-7569	3233-8339	3241-7309	3243-7978	3251-8268	
3222-7592	3222-8199	3230-7570	3233-8340	3241-7312	3243-7979	3251-8270	
3222-7607	3222-8202	3230-7575	3233-8353	3241-7315	3243-7982	3251-8272	
3222-7624	3222-8215	3230-7580	3240-7737	3241-7342	3243-8384	3251-8284	
3222-7650	3222-8238	3230-7582	3240-7818	3241-7344	3250-8130	3251-8315	
3222-7662	3222-8239	3230-7586	3240-7829	3241-7347	3250-8140	3251-8316	
3222-7677	3222-8251	3230-7594	3240-7836	3241-7348	3250-8147	3251-8322	
3222-7680	3222-8258	3230-7657	3240-7841	3241-7358	3250-8150	3251-8323	
3222-7681	3222-8261	3231-7291	3240-7847	3241-7362	3250-8166	3251-8325	
3222-7684	3222-8267	3231-7295	3240-7852	3241-7363	3250-8170	3251-8329	
3222-7784	3222-8289	3231-7304	3240-7858	3241-7364	3250-8182	3251-8365	
3222-7807	3222-8292	3231-7324	3240-7864	3241-7365	3250-8196	8000-0005	
3222-7818	3222-8308	3231-7327	3240-7872	3241-7369	3250-8206	8000-0006	

Exhibit "F"

J.P.Morgan

Availability Schedule

January-16

Exhibit "F"

J.P.Morgan Remote Deposit Capture Image Deposit Direct (IDD) Image Virtual Remit (VR)
Availability Schedule Policy

The funds availability of checks deposited is based on the financial institution where the check is drawn.

The Federal Reserve banking system will not forward process any item over $99,999,999.99. J.P.Morgan may refuse to process such item or handle any such item as a collection item, with customer credit and availability deferred accordingly.

Availability schedules may be changed without notification.

Thrift and S&L routing transit numbers (RTs) receive the same availability as the corresponding RT range as listed in the schedule.

Federal Reserve Bank and Federal Home Loan Bank RTs are assigned one day float.

The information furnished herein by J.P.Morgan is CONFIDENTIAL and is distributed for the exclusive use in evaluating J.P.Morgan programs and shall not be duplicated, published, or disclosed in whole or part, to any other person or disclosed in whole or part, to any other person or entity other than the recipient, or used for other purposes, without the prior written permission of J.P.Morgan.

J.P.Morgan Remote Deposit Capture - Image, Image Deposit Direct (IDD) & Virtual Remit (VR) 301

Exhibit "F"

Availability is shown in Current Day Cycle

Routing Transit Number(s)	Description	Deadline*	Avl	Fraction
See "On-Us" Tab	On Us	10:00 PM	0	100%
See "On-Us" Tab	On Us Controlled Disbursement	10:00 PM	1	100%
0000-0020, 0119, 0800	Postal Money Orders	10:00 PM	1	100%
0000-0050, 0051	US Treasury	10:00 PM	1	100%
0000-9000	Savings Bonds	10:00 PM	1	100%
All Others	Domestic Institutions	10:00 PM	1/2	95%/5%

*Deadlines are Eastern Standard Time

CONFIDENTIAL

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Exhibit "F"

Nationwide On Us RTs

0210-0002	0440-0003	0750-0001	1130-0767
0210-0012	0519-0036	0830-0013	1221-0002
0211-0036	0610-9238	1020-0101	1232-7197
0212-0233	0654-0013	1030-0064	1240-0154
0212-0271	0710-0001	1070-8955	2631-8986
0212-7272	0710-0077	1110-0061	2670-8413
0213-0046	0710-7452	1110-0115	3222-7162
0214-1063	0711-0026	1119-2186	3250-7076
0223-0017	0720-0032	1119-9377	
0280-0012	0740-0001	1130-0060	

Nationwide CD RTs

0213-0937	0311-0026	0719-2322	1020-0097
0220-0084	0441-1544	0724-1292	1070-0109
0311-0023	0652-0475	0759-0272	1113-0088

Exhibit "F"

CERTIFICATION OF BUSINESS ORGANIZATION

This certification is executed on behalf of the **City of Round Rock** (the "Investor") and JPMorgan Chase Bank, N.A. (the "Business Organization") pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investing transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter into an investment transaction with the Investor as such terms are used in the Act and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor dated January 14, 2016 and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude imprudent transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Investor's entire investment portfolio or requires an interpretation of subjective investment standards.
4. Subject to the clarifications set forth in the attached letter to Investor dated December 13, 2016, the Business Organization will rely upon instructions from only the persons designated as Investment Officers as stated in the Investor's Investment Policy approved by ordinance or resolution of the governing body.

Signed this 13th day of December, 2016

JPMorgan Chase Bank, N.A.
Name of Organization

221 W. 6th Street, 2nd Floor
Address
Austin TX 78701
City, State, Zip
512-479-2720
Telephone number



*Signature of Qualified Representative
Larnell Camus
Name (printed)
Authorized Officer
Title

*JPMorgan Chase Bank, N.A. signs this Certification subject to the clarifications set forth in the attached letter to City of Round Rock dated December 13, 2016.

December 13, 2016

Exhibit "F"

City of Round Rock
Mr. Mike Schurwon, Purchaser
221 E. Main Street
Round Rock, TX 78664

Re: Certification of City of Round Rock Investment Policy

Dear Mr. Schurwon:

JPMorgan Chase Bank, N.A. (the "Bank") has executed a "Certification by Business Organization" form provided by City of Round Rock (the "City"), in which the Bank confirms that it has reviewed the CITY's Investment Policy, as approved by the CITY's governing board and dated as of January 14, 2016, and has implemented "reasonable procedures and controls" to preclude investment transactions between it and the CITY that are not authorized by such Investment Policy. Such certification is made subject to the following clarifications:

1. The Bank is not acting in any municipal advisory capacity or investment advisory capacity in its relationship with the CITY; has not and will not provide any investment advice or investment recommendations; and has not been engaged by the CITY to provide such services.

2. The Bank has not been granted nor accepted any discretionary investment authority with respect to the investments of the CITY and, in connection with any investment transaction with the CITY, will only act upon instructions provided by the CITY; and the Bank has reviewed the Investment Policy for the purpose of confirming the authorized Investment Officers.

3. Consistent with the Texas Public Funds Investment Act, nothing in the certification provided by the Bank relieves the CITY of the responsibility for monitoring all investment transactions to determine that they are in compliance with the CITY's Investment Policy; and the CITY is responsible for making its own assessments as to the suitability and appropriateness of its investments.

4. When and if the Bank agrees to enter into an investment transaction with the CITY, the controls that the Bank has implemented in an effort to preclude investment transactions that are not authorized by the CITY's Investment Policy are based upon accepting investment instructions only from the CITY's Investment Officer, and the expectation that the CITY shall appoint as its Investment Officers for such purposes only those persons that are knowledgeable about the permissible investments and investment limitations under such Investment Policy. The Bank shall be entitled to rely upon certifications from the CITY's Investment Officers, or those persons designated as Authorized Persons on the CITY's accounts with the Bank as to the identity of such authorized persons.

Thank you.

Very truly yours,

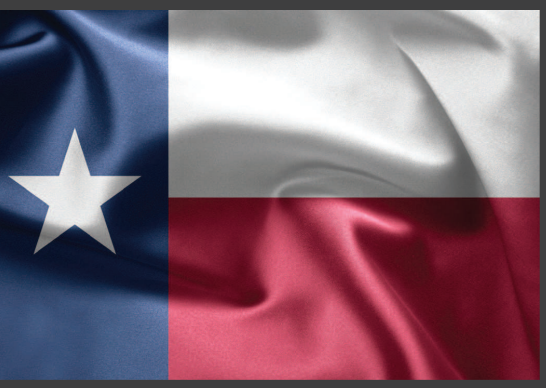


Larnell Camus

Authorized Officer

Exhibit "F"











J.P.Morgan

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-163223

Date Filed:
02/07/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
JPMorgan Chase Bank, N.A.
Columbus, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFA No. 17-002
Bank Depository Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
JPMorgan Chase & Co.	New York, NY United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

CYNTHIA ALVARADO
Notary Public
STATE OF TEXAS
Notary ID#4570887
My Comm. Exp. Aug. 31, 2017

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Larnell Camus
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said LARNELL CAMUS, this the 7th day of FEBRUARY, 2017, to certify which, witness my hand and seal of office.

Cynthia Alvarado — Signature of officer administering oath
CYNTHIA ALVARADO — Printed name of officer administering oath
CREDIT SUPPORT SPECIALIST — Title of officer administering oath

City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance authorizing the issuance of City of Round Rock, Texas General Obligation Bonds, Series 2017; authorizing the levy of an ad valorem tax in support of the bonds; approving an Official Statement, a Purchase Agreement and a Paying Agent Registrar Agreement; and authorizing other matters related to the bonds. (First Reading Only) (Second Reading Not Required)

Type: Ordinance

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance

Department: Finance Department

Text of Legislative File 2017-4358

In November 2013 voters authorized the issuance of $123.6 million in general obligation bonds. In 2014, the City issued the first $71 million of this authorization. This ordinance is to allow the second issuance with a not to exceed amount of $30.9 million.

Proposition 1 - $9.5 million for fire department facilities
Proposition 2 - $10.3 million for park and recreation purposes
Proposition 4 - $11.1 million for public safety training facility

With this issuance, all of the authorization for Propositions 1, 2 and 4 will be exhausted. The City plans to issue the remaining $21.7 million of Proposition 3 for the Library in the Spring of 2018.

ORDINANCE NO. O-2017-4358

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROUND ROCK, TEXAS GENERAL OBLIGATION BONDS, SERIES 2017; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT, A PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND AUTHORIZING OTHER MATTERS RELATED TO THE BONDS

Adopted April 27, 2017

ORDINANCE NO. O-2017-4358

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROUND ROCK, TEXAS GENERAL OBLIGATION BONDS, SERIES 2017; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT, A PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND AUTHORIZING OTHER MATTERS RELATED TO THE BONDS

THE STATE OF TEXAS '
COUNTIES OF WILLIAMSON AND TRAVIS '
CITY OF ROUND ROCK '

WHEREAS, at an election held within the City of Round Rock, Texas (the "City") on November 5, 2013 (the "2013 Election") the voters of the City approved the following three propositions to authorize the issuance of bonds in one or more series as set forth below:

PROPOSITION I

Shall the City Council of the City of Round Rock, Texas, be authorized to issue the bonds of the City, in one or more series, in the aggregate principal amount of $16,500,000 with the bonds of each such series, respectively, to mature serially within not to exceed thirty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, improving, renovating and equipping City fire department facilities including the acquisition of any necessary sites and fire apparatus and related water, wastewater, drainage, streets, sidewalks, parking infrastructure and other related costs; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?

PROPOSITION II

Shall the City Council of the City of Round Rock, Texas, be authorized to issue the bonds of the City, in one or more series, in the aggregate principal amount of $56,500,000 with the bonds of each such series, respectively, to mature serially within not to exceed thirty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, acquiring, improving, renovating, equipping, and/or developing land, buildings and facilities for City park and recreational purposes; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?

***

PROPOSITION IV

Shall the City Council of the City of Round Rock, Texas, be authorized to issue the bonds of the City, in one or more series, in the aggregate principal amount of $27,400,000 with the bonds of each such series, respectively, to mature serially within not to exceed thirty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, improving, renovating and equipping joint City police and fire department training facilities including the acquisition of any necessary sites and related water, wastewater, drainage, streets, sidewalks, parking infrastructure and other related costs; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?

WHEREAS, the City Council has previously issued general obligation bonds utilizing a total of $7,000,000 of the Proposition I authorization from the 2013 Election and has reserved the right to issue the remaining $9,500,000 of bonds authorized but unissued from such proposition with such previously issued general obligation bonds being as follows: the City's General Obligation Bonds, Series 2014 (utilizing $7,000,000);

WHEREAS, the City Council deems it to be in the best interest of the City to issue the full remaining $9,500,000 of the Proposition I authorization from the 2013 Election;

WHEREAS, the City Council has previously issued general obligation bonds utilizing a total of $46,200,000 of the Proposition II authorization from the 2013 Election and has reserved the right to issue the remaining $10,300,000 of bonds authorized but unissued from such proposition with such previously issued general obligation bonds being as follows: the City's General Obligation Bonds, Series 2014 (utilizing $46,200,000);

WHEREAS, the City Council deems it to be in the best interest of the City to issue the full remaining $10,300,000 of the Proposition II authorization from the 2013 Election;

WHEREAS, the City Council has previously issued general obligation bonds utilizing a total of $16,300,000 of the Proposition IV authorization from the 2013 Election and has reserved the right to issue the remaining $11,100,000 of bonds authorized but unissued from such proposition with such previously issued general obligation bonds being as follows: the City's General Obligation Bonds, Series 2014 (utilizing $16,300,000);

WHEREAS, the City Council deems it to be in the best interest of the City to issue the full remaining $11,100,000 of the Proposition IV authorization from the 2013 Election; and

WHEREAS, the Bonds (hereinafter defined) authorized by this Ordinance are being issued and delivered pursuant to the City Charter and to Chapters 1251 and 1331, Texas Government Code, as amended, and other applicable laws;

WHEREAS, it is considered to be in the best interest of the City that the Bonds be issued; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The Bonds are hereby authorized to be issued and delivered in the aggregate principal amount of $_____,000 for the purpose of (1) utilizing $9,500,000 for constructing, improving, renovating and equipping City fire department facilities in accordance with Proposition I approved at the 2013 Election; (2) utilizing $10,300,000 for constructing, acquiring, improving, renovating, equipping, and/or developing land, buildings and facilities for City park and recreational purposes in accordance with Proposition II approved at the 2013 Election; (3) utilizing $11,100,000 for constructing, improving, renovating and equipping joint City police and fire department training facilities in accordance with Proposition IV approved at the 2013 Election; and (4) paying the costs of issuance of the Bonds.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS. Each Bond issued pursuant to this Ordinance shall be designated: **"CITY OF ROUND ROCK, TEXAS GENERAL OBLIGATION BOND, SERIES 2017"** and initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, dated May 23, 2017, in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the Initial Bond submitted to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of the Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and the Bonds shall mature and be payable serially on August 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEARS	AMOUNTS	YEARS	AMOUNTS
2018		2031	
***	***	2032	
2021		2033	
2022		2034	
2023		2035	
2024		2036	
2025		2037	
2026		2038	
2027		2039	
2028		2040	
2029		2041	
2030		2042	

The term "Bonds" as used in this Ordinance shall mean and include collectively the Bonds initially issued and delivered pursuant to this Ordinance and all substitute Bonds exchanged therefor, as

well as all other substitute Bonds and replacement Bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

SECTION 3. INTEREST. The Bonds scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF BOND set forth in this Ordinance to their respective dates of maturity or redemption prior to maturity at the following rates per annum:

YEARS	RATES	YEARS	RATES
2018		2031	
***	***	2032	
2021		2033	
2022		2034	
2023		2035	
2024		2036	
2025		2037	
2026		2038	
2027		2039	
2028		2040	
2029		2041	
2030		2042	

Interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day immediately preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Bonds, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Initial Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any 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 City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, 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 Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, 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 of, premium, if any, and interest on the Bonds

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

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the City 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 Registration Books 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 the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is 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 Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the designated representative of the Underwriters or its designee set forth in Section 12 of this Ordinance, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters set forth in Section 12 of this Ordinance 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 such Underwriters one separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

SECTION 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of Initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance, including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF WILLIAMSON AND TRAVIS
CITY OF ROUND ROCK, TEXAS
GENERAL OBLIGATION BONDS,
SERIES 2017

NO. R-__ **PRINCIPAL AMOUNT**
$

INTEREST RATE	DATE OF BOND	MATURITY DATE	CUSIP NO.
	May 23, 2017		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the **CITY OF ROUND ROCK, TEXAS** in Travis and Williamson Counties, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the initial date of delivery of the Bonds, on August 15, 2017 and semiannually on each February 15 and August 15 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date immediately preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, National Association (the "Paying Agent/Registrar") at its designated office for payment currently in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the month immediately preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment 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 City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day immediately preceding the date of mailing of such notice. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Bond Ordinance.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are 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.

THIS BOND is one of a series of Bonds dated May 23, 2017, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of for the purpose of (1) utilizing $9,500,000 for constructing, improving, renovating and equipping City fire

department facilities in accordance with Proposition I approved at the 2013 Election; (2) utilizing $10,300,000 for constructing, acquiring, improving, renovating, equipping, and/or developing land, buildings and facilities for City park and recreational purposes in accordance with Proposition II approved at the 2013 Election; (3) utilizing $11,100,000 for constructing, improving, renovating and equipping joint City police and fire department training facilities in accordance with Proposition IV approved at the 2013 Election; and (4) paying the costs of issuance of the Bonds.

ON AUGUST 15, 2026, or on any date thereafter, the Bonds maturing on and after August 15, 2027 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000).

THE BONDS maturing on August 15 in the years 20__ and 20__ (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Term Bonds Maturing August 15, 20__

Redemption Date	Principal Amount
August 15, 20__	$
August 15, 20__	
August 15, 20__*	

*Final Maturity

Term Bonds Maturing August 15, 20__

Redemption Date	Principal Amount
August 15, 20__	$
August 15, 20__	
August 15, 20__*	

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NO LESS THAN 30 DAYS prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day immediately preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information service; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and

procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

City Clerk Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

THE BANK OF NEW YORK MELLON TRUST COMPANY,
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer
Identification Number of Transferee

_____

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

_____

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

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

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

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BOND

The Initial Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED BELOW,** the City of Round Rock, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from initial date of delivery of the Bonds at the respective Interest Rate per annum specified above. Interest is payable on August 15, 2017 and semiannually on each February 15 and August 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date immediately preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

SECTION 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds are outstanding and unpaid; and the tax shall be assessed and collected each such year and

deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund and used to pay interest on the Bonds.

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

SECTION 7. ESTABLISHMENT OF PROJECT FUND. (a) Project Fund. The Series 2017 Bond Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Bonds shall be deposited in the Project Fund.

(b) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested as permitted by the Public Funds Investment Act, as amended and the City's Investment Policy.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 8. DEFEASANCE OF BONDS (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when

payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

As used in this Section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

SECTION 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged

or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Chapter 1206, Texas Government Code, as amended, this Section shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Initial Bond issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to the Initial Bond, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

SECTION 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any

underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been

paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the new money purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will

not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 12. SALE OF BONDS. The Bonds are hereby sold and shall be delivered to _____, as representative of the underwriters of the Bonds (collectively, the "Underwriters"), at the price of $_____ (which amount is equal to the principal amount of the Bonds plus a net premium of $_____ and less an underwriting discount of $_____), all pursuant to the terms and provisions of a Purchase Agreement in substantially the form attached hereto as Exhibit "A" which the Mayor or Mayor Pro-Tem is hereby authorized to execute and deliver and which the City Clerk of the City is hereby authorized to attest. The City will initially deliver to the Underwriters one certificate for each maturity of the Bonds authorized under this Ordinance. The Bonds shall initially be registered in the name of Cede & Co.

Pursuant to Sections 1201.029 and 1201.042, Texas Government Code, the $_____ of net premium generated by the sale of the Bonds is allocated to be used as follows: (i) $_____ for the Underwriters' discount, (ii) $_____ for costs of issuance of the Bonds, (iii) $_____, representing the rounding amount, to be deposited to the Interest and Sinking Fund and (iv) $_____ to be used to pay the costs of the projects being financed by the Bonds described in Section 1 (with the total voted authorization utilized by the Bonds being as set forth in the recitals to this Ordinance).

In consultation with, and reliance upon the advice of the financial advisor for the City, the City Council hereby finds the terms and sale of the Bonds are the most advantageous reasonably available on the date and time of the pricing of the Bonds given the then existing market conditions and the stated terms of sale on such date and time and accordingly that such terms are in the best interest of the City.

SECTION 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

(i) 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 Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

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

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

SECTION 14. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated April __, 2017 prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c (2)-12) as of their respective dates.

SECTION 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "B" is a substantially final form of Paying Agent/Registrar Agreement. The Mayor or Mayor Pro-tem is hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement and the City Clerk is hereby authorized to attest such agreement.

SECTION 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2017, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 14 of this Ordinance, being information of the type described in Exhibit "C" hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY

THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

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

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

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(e) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

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

SECTION 17. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, any bond insurer of the Bonds (the "Bond Insurer") and the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, and the Bond Insurer, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published

notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

SECTION 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

SECTION 19. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

SECTION 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments

authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 21. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the ad valorem taxes granted by the City under Section 6 of this Ordinance to secure the payment of the Bonds.

SECTION 22. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

SECTION 24. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION 25. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 26. EFFECTIVE DATE. This Ordinance shall become effective upon the final passage of this Ordinance.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on April 27, 2017.

CITY OF ROUND ROCK, TEXAS

_____

By: Mayor
City of Round Rock, Texas

ATTEST:

_____

City Clerk
City of Round Rock, Texas

APPROVED AS TO LEGALITY:

_____

City Attorney
City of Round Rock, Texas

EXHIBIT "A"

PURCHASE AGREEMENT

[SEE SEPARATE TAB OF TRANSCRIPT]

EXHIBIT "B"

PAYING AGENT/REGISTRAR AGREEMENT

[SEE SEPARATE TAB OF TRANSCRIPT]

EXHIBIT "C"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 16 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

Table 1 – Valuation, Exemptions and Ad Valorem Tax Debt
Table 2 – Taxable Assessed Valuations by Category
Table 3 – Valuation and Ad Valorem Tax Debt History
Table 4 – Tax Rate, Levy and Collection History
Table 5 – Ten Largest Taxpayers
Table 7 – Ad Valorem Tax Debt Service Requirements
Table 8 – Interest and Sinking Fund Budget Projection
Table 9 – Authorized But Unissued Ad Valorem Tax Bonds
Table 10 – General Fund Revenues and Expenditure History
Table 11 – Municipal Sales Tax History
Table 12 – Current Investments
Appendix B

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Appendix B to the Official Statement.

City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider public testimony regarding, and an ordinance rezoning approximately 3.88 acres of land to be known as The Depot Townhomes, located southeast of the intersection of South Mays Street and Bagdad Avenue from MU-1 (Mixed Use Historic Commercial Core) district to the PUD (Planned Unit Development) No. 110 zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Brad Wiseman, Planning and Development Services Department Director

Cost: $0.00

Indexes:

Attachments: Ordinance, Exhibit A, Exhibit B, Aerial Map, Zoning Map

Department: Planning and Development Services Department

Text of Legislative File 2017-4352

This item will create the Planned Unit Development (PUD) zoning for The Depot Townhomes, located on the former site of Builders Gypsum Supply. In 2013 the city assisted BGS in relocating to a more appropriate site within city limits, opening this land for development better suited for downtown. Staff solicited developers to gauge interest in the site and received three proposals:

1. A multifamily apartment structure that would have required the city to relocate the city hall parking garage at our expense.
2. Adaptive reuse in the form of farmer's markets and flexible event space as a placeholder for a larger development.
3. High density single-family townhomes.

In an effort to bring more residents to the immediate downtown area, Council chose the third proposal and entered into a memorandum of understanding with the developer, Urban InTown Homes, LLC, in June 2016, to develop approximately 82 townhomes. The units will be modern in design but sensitive to the historic context of downtown, utilizing brick and stone as the primary materials. The maximum height will be four stories but the units are likely to be a mixture of three and four stories, and most will be attached in a row house form. Articulation includes cantilevered balconies, rooftop patios, and large front windows. Each unit will have a two-car garage accessed from a private alley.

Live/work units and upper story residential are also permitted uses in the PUD. Live/work is a configuration in which the owner of the residential unit operates a business out of the unit. Upper story residential permits the owner of the unit to lease the ground floor (or lower two floors) to another entity for nonresidential use while keeping the top floor(s) as a dwelling unit. The nonresidential uses that can be operated out of these spaces are governed by the MU-L (Mixed Use Limited) zoning district, which is oriented toward low-impact uses such as small offices, boutique retail, and artists' workshops and galleries. Each unit will be constructed as a single-family dwelling, and renovations to accommodate a nonresidential use will be the responsibility of the future owner of the unit.

There are two other items related to this project on tonight's agenda: a development agreement to outline the developer's responsibilities for off-site improvements, and a real estate contract to sell the land to the Round Rock Transportation and Economic Development Corporation, who will then sell the land to the developer.

P&Z Recommendation: The Planning and Zoning Commission unanimously recommended approval at its meeting on April 5, 2017. One business owner spoke during the public hearing to obtain more information regarding the project's effect on his property, located at 109 South Sheppard Street. His comments related to architectural design compatibility with the existing area, traffic flow, and the interface between his accounting office and the residential units. Staff is addressing the interface comment with a setback requirement in the PUD.

ORDINANCE NO. O-2017-4352

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 46-132(b)(1), CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 3.88 ACRES OF LAND, OUT OF THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM MU-1 (MIXED USE HISTORIC COMMERCIAL CORE) ZONING DISTRICT TO PUD (PLANNED UNIT DEVELOPMENT) NO. 110 ZONING DISTRICT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 3.88 acres of land, out of the Wiley Harris Survey, Abstract No. 298, in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” attached hereto, from MU-1 (Mixed Use Historic Commercial Core) zoning district to Planned Unit Development (PUD) No. 110 zoning district, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 5th day of April, 2017, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit “A” be changed to PUD No. 110, and

WHEREAS, on the 27th day of April, 2017, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Section 46-92 and Section 46-132, Code of Ordinances (2010 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 110 meets the following goals and objectives:

(1) The development in PUD No. 110 is equal to or superior to development that would occur under the standard ordinance requirements.

(2) P.U.D. No. 110 is in harmony with the general purposes, goals, objectives and standards of the General Plan.

(3) P.U.D. No. 110 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.

(4) P.U.D. No. 110 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.

(5) P.U.D. No. 110 will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Section 46-132(b)(1), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter designated as, Planned Unit Development (PUD) No. 110, and that the Mayor is hereby authorized and directed to enter into the Development Plan for PUD No. 110 attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, **PASSED**, and **ADOPTED** on first reading this _____ day of _____, 2017.

Alternative 2.

READ and **APPROVED** on first reading this the _____ day of _____, 2017.

READ, **APPROVED** and **ADOPTED** on second reading this the _____ day of _____, 2017.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk

EXHIBIT

"A"

METES AND BOUNDS DESCRIPTION

FOR A 3.887 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 2.1355 ACRE TRACT OF LAND (TRACT I), ALL OF THE CALLED 0.8791 ACRE TRACT OF LAND (TRACT II) CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN DOCUMENT NO. 2013081105, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALL OF THE CALLED 0.236 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ROUND ROCK, TEXAS, RECORDED IN DOCUMENT NO. 2014022530, (O.P.R.W.C.T.), AND A 0.065 ACRE TRACT OF LAND BEING A REMNANT PORTION OF THE CALLED 57.36 ACRE TRACT OF LAND CONVEYED TO UNION PACIFIC RAILROAD RECORDED IN VOLUME 22, PAGE 441, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING 0.540 ACRE WITHIN THE RIGHT-OF-WAY OF E. BAGDAD AVENUE (80' RIGHT-OF-WAY WIDTH) PER CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.887 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with aluminum cap stamped "CORR" on the southeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on a point in the curving northerly right-of-way line of the UNION PACIFIC RAILROAD, monumenting the southeast corner and **POINT OF BEGINNING** hereof;

THENCE with the southerly boundary line of said 0.236-acre CITY OF ROUND ROCK tract, same being with said northerly right-of-way line of the UNION PACIFIC RAILROAD with an arc of **a curve to the left** having a delta angle of **2°03'44",** an arc length of **110.21 feet,** a radius of **3062.12 feet,** a chord which bears **S69°08'20"W** for a distance of **110.20 feet,** to an iron rod found with aluminum cap stamped "CORR", on the southwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southeast corner of said 0.8791-acre CITY OF ROUND ROCK tract, monumenting the end of this curve hereof;

THENCE with the common boundary line of said 0.8791-acre CITY OF ROUND ROCK tract and said UNION PACIFIC RAILROAD (right-of-way) the following two (2) courses and distances:

1. with an arc of **a curve to the left** having a delta angle of **7°28'17",** an arc length of **352.09 feet,** a radius of **2700.08 feet,** a chord which bears **S64°30'34"W** for a distance of **351.84 feet,** to an iron rod found, on the southwest corner of said 0.8791-acre CITY OF ROUND ROCK tract, monumenting an angle point hereof;

2. **N20°03'10"W** for a distance of **9.01 feet** to an "X" CUT FOUND in concrete, on the southeast corner of said 2.1355-acre CITY OF ROUND ROCK tract, monumenting an angle point hereof;

THENCE with the southerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, same being with the northerly right-of-way line of said UNION PACIFIC RAILROAD the following three (3) courses and distances:

1. with an arc of **a curve to the left** having a delta angle of **6°58'38"**, an arc length of **329.86 feet,** a radius of **2708.78 feet,** a chord which bears **S57°20'36"W** for a distance of **329.66 feet,** to a calculated point, for an angle point hereof;

2. **S35°28'17"E** for a distance of **10.00 feet** to an iron rod found, monumenting an angle point hereof;

3. with an arc of **a curve to the left** having a delta angle of **4°18'59"**, an arc length of **203.31 feet,** a radius of **2698.78 feet,** a chord which bears **S51°42'34"W** for a distance of **203.26 feet,** to an iron rod found on the southwest corner of said 2.1355-acre CITY OF ROUND ROCK tract, same being on a point in the easterly right-of-way line of S. MAYS STREET (80' right-of-way width), monumenting the southwest corner hereof;

THENCE **N19°21'15"W** with the westerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, same being with said easterly right-of-way line of S. MAYS STREET, for a distance of **201.10 feet** to a concrete monument found on the most westerly northwest corner of said 2.1355-acre CITY OF ROUND ROCK tract, same being on the southerly corner of said 0.065 acre UNION PACIFIC RAILROAD tract, monumenting a point in the westerly boundary line hereof;

THENCE **N19°21'15"W** with the westerly boundary line of said 0.065-acre UNION PACIFIC RAILROAD tract, continuing with said easterly right-of-way line of S. MAYS STREET, for a distance of **75.13 feet** to a calculated point, on the northwest corner of said 0.065-acre UNION PACIFIC RAILROAD tract, same being on a point in the existing southerly right-of-way line of said E. BAGDAD AVENUE, for a point in the westerly boundary line hereof;

THENCE through the interior of said E. BAGDAD AVENUE the following three (3) courses and distances:

1. **N19°21'15"W** for a distance of **25.53 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting the northwest corner hereof;

2. **N70°34'59"E** for a distance of **286.85 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;

3. **S19°25'01"E** for a distance of **26.20 feet** to an iron rod set with cap marked "Diamond Surveying", on a point in the northerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, same being on a point in said existing southerly right-of-way line of E. BAGDAD AVENUE, monumenting an angle point hereof;

THENCE **N70°42'59"E** with said northerly boundary line of the 2.1355-acre CITY OF ROUND ROCK tract, same being with said existing southerly right-of-way line of E. BAGDAD AVENUE, for a distance of **56.00 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;

THENCE through the interior of said E. BAGDAD AVENUE the following three (3) courses and distances:

1. **N19°25'01"W** for a distance of **26.33 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;

2. **N70°34'59"E** for a distance of **248.39 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;

3. **N38°10'16"E** for a distance of **98.69 feet** to an iron rod set with cap marked "Diamond Surveying", on a point in southerly terminus line of SHEPPARD STREET (80' right-of-way width) as recorded in said Cabinet A, Slide 190, for an angle point hereof;

THENCE **N 70°42'59" E** in part with said southerly terminus line of S. SHEPPARD STREET and in part with the south boundary line of Lot 10, Block 11, recorded in said Cabinet A, Slide 190, for a distance of **39.35 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northeast corner hereof;

THENCE through the interior of said E. BAGDAD AVENUE the following three (3) courses and distances:

1. **S51°49'44"E** for a distance of **40.64 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;

2. with an arc of **a curve to the left** having a delta angle of **5°53'43",** an arc length of **34.16 feet,** a radius of **332.00 feet,** a chord which bears **S41°06'04"W** for a distance of **34.14 feet,** to an iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve hereof;

3. **S38°09'12"W** for a distance of **53.64 feet** to an iron rod set with cap marked "Diamond Surveying", on a point in the northerly boundary line of said 0.8791-acre CITY OF ROUND ROCK tract, same being on a point in said existing southerly right-of-way line of E. BAGDAD AVENUE, monumenting an angle point hereof;

THENCE **N70°42'59"E** with said northerly boundary line of said 0.8791-acre CITY OF ROUND ROCK tract, same being with said existing southerly right-of-way line of E. BAGDAD AVENUE, for a distance of **132.69 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;

THENCE through the interior of said E. BAGDAD AVENUE the following three (3) courses and distances:

1.with an arc of **a curve to the right** having a delta angle of **20°38'57"**, an arc length of **96.23 feet,** a radius of **267.00 feet,** a chord which bears **N61°04'04"E** for a distance of **95.71 feet,** to an iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve hereof;

2. **N71°23'33"E** for a distance of **82.49 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof;

3. **S19°25'28"E** for a distance of **15.07 feet** to an iron rod found with aluminum cap stamped "CORR", on the northeast corner of said 0.236-acre CITY OF ROUND ROCK tract, monumenting a point in the easterly boundary line hereof;

THENCE **S19°25'28"E** with the easterly boundary line of said 0.236-acre CITY OF ROUND ROCK tract, for a distance **92.11 feet** to the **POINT OF BEGINNING** hereof and containing 3.887 acres of land more or less.

A drawing has been prepared to accompany this metes and bounds description

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

< > DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

APRIL 5, 2017

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



EXHIBIT
"B"

DEVELOPMENT PLAN
THE DEPOT
PLANNED UNIT DEVELOPMENT NO. 110

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS DEVELOPMENT PLAN (this "Plan") is adopted and approved by the CITY OF ROUND ROCK, TEXAS (hereinafter referred to as the "City"). For purposes of this Plan, the term Owner shall mean Urban InTown Homes, their respective successors and assigns; provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

WHEREAS, the Owner is the owner of certain real property consisting of 3.88 acres, more or less, as more particularly described in **Exhibit "A"**, (herein after referred to as the "Property") attached hereto and made a part hereof; and

WHEREAS, the Owner has submitted a request to the City to rezone the Property as a Planned Unit Development (the "PUD"); and

WHEREAS, pursuant to the Code of Ordinances of the City of Round Rock (the "Code"), Section 46-106, the Owner has submitted Development Standards setting forth the development conditions and requirements within the PUD, which Development Standards are contained in Section II of this Plan; and

WHEREAS, the City has held two public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on the 5th day of April, 2017, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PUD; and

WHEREAS, the City Council has reviewed the proposed Plan and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of the Planned Unit Development Ordinance of the City;

NOW THEREFORE:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT STANDARDS

That all uses and development within the Property shall conform to the Development Standards included in Section II herein.

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Plan unless all provisions pertaining to changes or modifications as stated in Section II. 14. below are followed.

3. ZONING VIOLATION

Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code, as amended.

4. MISCELLANEOUS PROVISIONS

4.1.Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

4.2.Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

4.3.Effective Date

This Plan shall be effective from and after the date of approval by the City Council.

II.

DEVELOPMENT STANDARDS

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances, as amended, City of Round Rock, Texas, hereinafter referred to as "the Code."

2. PROPERTY

This Plan covers approximately 3.88 acres of land, located within the city limits of Round Rock, Texas, and more particularly described in **Exhibit "A"**.

3. PURPOSE

The purpose of this Plan is to ensure a PUD that 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, as amended, 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

4. APPLICABILITY OF CITY ORDINANCES

4.1. Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by the **MU-1 (Mixed-Use Historic Commercial Core) zoning district** and other sections of the Code, as applicable, and as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

4.2. Other Ordinances

All other Ordinances within the Code, as amended, shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Plan shall control.

5. PERMITTED USES

The following uses are permitted. Unless otherwise indicated, the definitions of all terms used to describe uses in this document shall be those found in the Zoning Code of the City of Round Rock, as amended. All uses not listed below are prohibited.

5.1 Single-family.

5.1.1. A minimum of 70 single-family dwelling units are required.

5.1.2 Dwelling units may be attached or detached.

5.2 Live/work and upper story residential.

5.2.1. Live/work is permitted on any lot.

5.2.2. Upper story residential is permitted only for lots with frontage on a public street.

5.2.3. Any unit may have nonresident employees.

5.2.4. The uses permitted in the nonresidential portion of any unit shall be restricted to the nonresidential uses permitted in the MU-L (Mixed Use – Limited) zoning district, with the following additional permitted uses: fitness studios and small animal grooming facilities (not to include small animal day care or boarding facilities).

5.2.5. The nonresidential portion shall be confined to the ground floor and second floor.

5.2.6. All units shall be constructed as a single-family dwelling unit. It shall be the responsibility of the owner of the unit to obtain the proper permits to convert residential space to nonresidential space.

6. DEVELOPMENT STANDARDS

6.1. Lots.

6.1.1. Minimum lot width: 15 feet

6.1.2. Lots may be platted and built without frontage on a public street. Such lots shall have access to a private alley.

6.1.3. Public utility easements are not required along public streets adjacent to any lot.

6.1.4. Lots are not required to be individually metered for water and wastewater service. Master meters shall be maintained by the homeowners association.

6.2. Setbacks.

6.2.1. Minimum setback from street right-of-way: 0 feet

6.2.2. Minimum setback from private alley: 0 feet

6.2.3. Minimum side and rear setback: 0 feet

6.2.4. Minimum setback from Block 11, Lots 7, 8, 9, and 10, City of Round Rock Original Plat (addressed at the time of this ordinance as 109 South Sheppard Street): 5 feet

6.2.5. Architectural features, including but not limited to chimneys, balconies, and cantilevers, may not project into the right-of-way more than 50% of the distance between the property line and the outside of the curb of the adjacent street. Any architectural feature projecting into the right-of-way shall be noted in a license agreement.

6.2.6. The MU-1 frontage occupancy requirement shall not apply to any lot.

6.3. Height.

6.3.1. No structure may exceed four stories in height.

6.3.2. Chimneys, rooftop decks, and similar architectural features may exceed the maximum building height.

6.4. Building design and exterior materials.

6.4.1. Building design and exterior materials shall generally conform to the renderings in Exhibit "C", which depict natural stone and/or brick as the primary material with or without metal accents. Other materials shall be approved by the zoning administrator.

6.4.2. Unfinished corrugated metal and exterior insulation finishing systems (EIFS) are prohibited.

6.4.3. A minimum of one key architectural feature, such as but not limited to balconies, canopies/awnings, patios, or porches, shall be incorporated on all units fronting a public street.

6.4.4. Side walls facing a public street are not required to meet the MU-1 orientation, articulation, or window standards, but are required to incorporate glazing and other architectural features to provide visual interest. No blank wall shall face a public street.

6.4.5. Slight modifications to this section may be permitted by the zoning administrator to accommodate unique site constraints.

6.5. Parking.

6.5.1. Each unit shall contain a two-car garage for resident parking. Garages may accommodate tandem parking.

6.5.2. Garages shall not face a public street except for a maximum of two units near the southeast corner of the intersection of South Sheppard Street and East Bagdad Avenue.

6.5.3. Guest parking and parking for patrons of non-residential uses may be accommodated by on-street parking where available. On-street parking spaces are prohibited from being reserved for private use.

6.6. Courtyards.

Courtyards shall be incorporated throughout the site in any quantity and size. Courtyards are not required to be fenced.

6.7. Fire Code.

6.7.1. All units shall contain a fully operational NFPA 13R sprinkler system in living areas, attics, and garages.

6.7.2. The fire protection system shall be monitored by a third party and inspected annually.

6.7.3. Two-hour fire walls shall be constructed between each unit.

6.7.4. Aerial access requirements shall apply only for units along McNeil Road.

6.7.5. Fire lanes shall maintain a minimum clearance of 13 feet and 6 inches.

6.7.6. Spacing between fire hydrants shall not exceed 300 feet.

6.7.7. Spacing between fire hydrants and fire department connections shall not exceed 100 feet.

6.8. Fencing.

On-site fencing along any right-of-way shall be wrought-iron or similar decorative view fencing.

6.9. Mail delivery.

Lots shall be served by neighborhood box units (NBU) for mail delivery. A minimum of one NBU shall be required for each block.

6.10. Noise mitigation.

6.10.1. All walls facing the Union Pacific Railroad tracks to the south of the site shall be framed with 2-inch by 6-inch dimensional lumber to provide extra insulation for noise mitigation. All other walls may be framed with 2-inch by 4-inch lumber.

6.10.2. All windows shall be double-paned.

6.11. Interior features.

All units shall be constructed with upgraded finishes, such as but not limited to the following: stainless steel or stone countertops, soft-close cabinetry, natural or engineered wood flooring, smart home automation, tankless water heaters, low-e windows, radiant barrier in attics, and

mold and moisture resistant drywall that reduces VOCs to improve indoor air quality.

7. TRANSPORTATION

7.1. A traffic impact analysis is not required.

7.2. Private alleys shall serve each unit except for those units whose garages face a public street as noted in subsection 6.5.

7.3. Private alleys shall be a minimum of 26 feet wide, except for those serving three or fewer units, which may be a minimum of 20 feet wide.

7.4. Private alleys shall be named to allow for unique addressing of internal lots which do not have frontage on a public street. Alley names shall be approved by the city prior to recordation of the corresponding final plat.

7.5. No residential driveway shall access McNeil Road.

8. LANDSCAPING/SCREENING/SITE FURNITURE

8.1. Streetscape improvements shall match the downtown streetscape improvements installed by the city as part of the Southwest Downtown improvement project. Alternate materials or designs shall be approved by the transportation director.

8.2. Foundation treatment landscaping shall not be required for any unit.

8.3. Trash receptacles for each unit shall not be visible from any right-of-way.

8.4. Roof-mounted equipment shall be screened from public view by parapet walls or other screening mechanisms.

8.5. On-site and off-site retaining walls constructed by the developer shall have a decorative finish such as a limestone veneer and/or ornamental landscaping such as a living wall. All retaining walls and associated landscaping shall be maintained by the homeowners association and noted in a license agreement.

8.6. Site furniture, landscape planters, and similar decorative features may be placed in the right-of-way when part of an approved license agreement.

8.7. All sidewalks shall maintain a minimum width of 36” along accessible routes in accordance with the Americans with Disabilities Act.

9. SIGNS

9.1. Signs for the nonresidential portion of any unit shall be attached to the building and shall not exceed 12 square feet. Other regulations shall be in accordance with Chapter 30 of the Code.

10. HOMEOWNERS ASSOCIATION AND COMMON AREA AGREEMENTS

10.1. A private homeowners association shall be established for the maintenance of improvements constructed by the Owner, including but not limited to private alleys and driveways, retaining walls, sidewalks, private utilities, and fences.

10.2. A common area agreement governing courtyards, alleys, and other common areas shall be recorded for each block prior to the recordation of the final plat for each block.

11. GENERAL PLAN 2020

This Development Plan amends the Round Rock General Plan 2020, which was adopted on July 22, 2010.

12. CONCEPT PLAN

This Plan serves as the Concept Plan required by Section 36-39 of the Code.

13. UNDERGROUND UTILITY SERVICE

Except where approved in writing by the zoning administrator, all electrical, telephone and cablevision distribution and service lines, other than overhead lines that are three phase or larger, shall be placed underground.

14. CHANGES TO DEVELOPMENT PLAN

14.1. Minor Changes

Minor changes to this Plan which do not substantially and adversely change this Plan may be approved administratively, if approved in writing, by the zoning administrator and the city attorney.

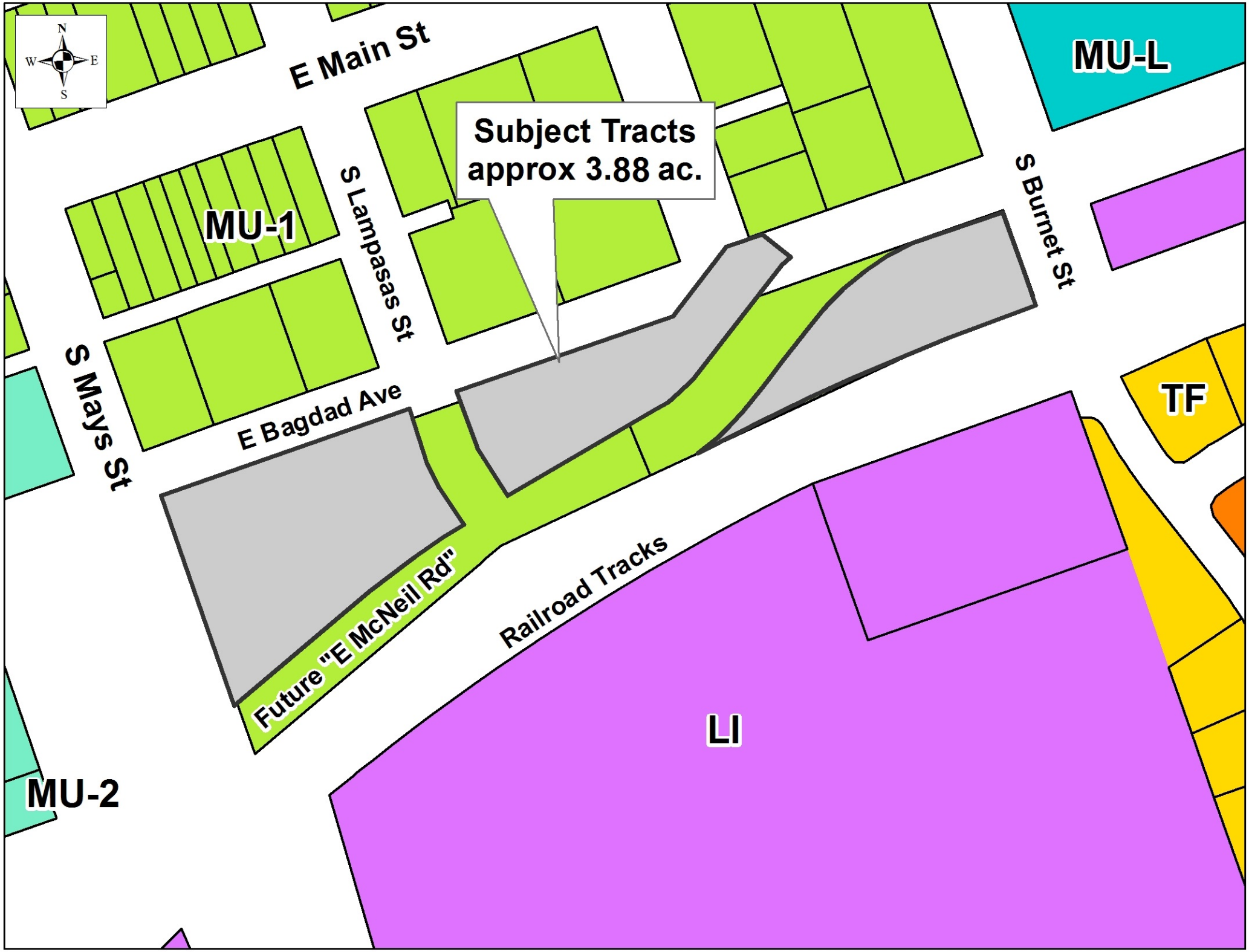
14.2. Major Changes

All changes not permitted under section 14.1 above shall be resubmitted following the same procedure required by the original PUD application.

LIST OF EXHIBITS

EXHIBIT	DESCRIPTION
Exhibit “A”	Property Description
Exhibit “B”	Concept Plan
Exhibit “C”	Building Design


N
W
E
S
E Main St
S Lampasas St
Subject Tracts
approx 3.88 ac.
S Burnet St
S Mays St
E Bagdad Ave
Future "E McNeil Rd"
Railroad Tracks


N
W
E
S
E Main St
MU-L
Subject Tracts
approx 3.88 ac.
MU-1
S Lampasas St
S Burnet St
S Mays St
E Bagdad Ave
TF
Future "E McNeil Rd"
Railroad Tracks
LI
MU-2

City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider an ordinance adopting the National Electrical Code 2017 Edition and other amendments to Chapter 10, Code of Ordinances (2010 Edition), regarding the Electrical Code. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 4/27/2017

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2017-4343

This update to the City's Electrical Code removes requirements related to issuance and administration of electrical licenses, as the State of Texas now handles licensing. In addition, the update adopts the 2017 edition of the National Electrical Code. This will allow the use of aluminum wiring in commercial applications, limited to panel to panel connections. This will allow for considerable cost savings for buildings being constructed in Round Rock, which until this time were required to use copper wiring in all connections, as specified in the 2002 National Electrical Code.

ORDINANCE NO. O-2017-4343

AN ORDINANCE AMENDING CHAPTER 10, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING THE ELECTRICAL CODE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That Chapter 10, Division 10, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

DIVISION 10. - ELECTRICAL CODE

Sec. 10-298. - General.

(a) *National Electrical Code, NFPA 70.* The National Electrical Code, NFPA 70, ~~most current~~ 2017 edition~~, and latest revisions thereto,~~ (hereinafter referred to as "NEC"), as amended herein, is hereby adopted as part of this division to the same effect as if it were copied verbatim herein and shall be in effect except as it may be in conflict with the provisions of this Code or V.T.C.A., Local Government Code § 214.214.

(b) *Scope.* This code shall govern all installations of electrical conductors, raceway fittings, and/or equipment hereafter made, and all existing installations which are altered, or for which the use has changed. Repair and maintenance work shall be such that if any electrical conductor, raceway fittings, and/or equipment is removed and later replaced, same shall be replaced in accordance with the provisions of this division.

(c) *Responsibility for safe work.* This code shall not be construed to relieve or lessen the responsibility or liability of any person owning, operating, or installing electrical conductor devices, appliances, fixtures, apparatus, motors or equipment, for damages to persons or buildings caused by any defect therein nor shall the city be held liable for any damages by reason of enforcement or nonenforcement of this division.

(d) *Purpose.*

(1) To safeguard persons and property from electrical hazards; and

(2) To establish licensing, permit and inspection procedures to ensure quality electrical work. To accomplish this, the requirements set forth herein are intended to be minimum standards for electrical work.

(e) *Unlawful acts prohibited.*

(1) It shall be unlawful for any person, as owner, agent, lessee, renter or otherwise to violate, disobey, refuse to comply with, resist or oppose the execution of this division.

(2) It shall be unlawful for any person to occupy or maintain any building or structure in which the electrical work, wiring or appliances are in violation of this division.

(3) Any person who commits any acts declared to be unlawful, or fails to perform an act required by this division, shall be subject to any and all penalties as provided herein. Any electrical installations erected or altered in violation of this Code shall be summarily condemned and removed at the expense of the person erecting or altering or allowing the same.

(f) *Amendments to the National Electrical Code, ~~2002~~2017 edition.*

~~(1) Article 220, National Electrical Code, 2002 edition, is hereby amended by deleting Section 22 and substituting the following:~~

~~220-22. Neutral Conductor. Neutral conductors shall be of the same ampacity as the largest ungrounded conductor.~~

~~(2) Article 240-24(A), National Electrical Code, 2002 edition, is hereby amended by adding paragraph (5) which shall read as follows:~~

~~(5) Location of panel boards or OVER CURRENT devices. Panel boards or OVER CURRENT devices shall not be located in bathrooms, closets or within six (6) feet of sinks, lavatories, water softeners, water heaters, washing machines, or similar fixtures. Panel boards will have the following minimum clearances: six (6) feet, three (3) inches of headroom; three (3) feet of walk-up clearance and thirty (30) inches minimum horizontal clearance with a minimum of six (6) inches on each side of enclosure.~~

(~~3~~1) Article 300, National Electrical Code, ~~2002~~2017 edition, is hereby amended by adding Section 24 which shall read as follows:

300-24. Special Safety Measures.

(a) Except upon written permission of the building official, no electrical conductor of any nature shall be installed nearer than three (3) inches to any metal pipe or duct which could operate at a temperature in excess of one hundred twenty (120) degrees Fahrenheit.

(b) Thermostat, low voltage control wiring and communications cables in dwellings shall be protected from mechanical damage and shall maintain two (2) inches clearance from all other wiring and pipes. Thermostat, low voltage control wiring and communications cables shall be well strapped or supported with insulated staples or supports not to exceed four (4) feet spacing.

~~(4) Article 80 of the National Electrical Code, 2002 edition, pertaining to administration and enforcement, is not adopted as a part of this division.~~

Sec. 10-299. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Active master electrician means a licensed master electrician under the provisions of this division who is currently in good standing status.

Building means a structure which stands alone or which is cut off from adjoining structures and/or occupancies by one or more fire walls.

Chief electrical inspector means that employee of the city appointed by the city manager to carry out the duties and responsibilities of this division.

Commission means the Building Standards Commission of the city as appointed by the city council.

Electrical work means any act in connection with the installing, altering, or repairing of electrical wires, conduits, apparatus, or other electrical installation, designed or capable of carrying electrical energy, which act ordinarily requires the use of tools.

Fire wall means a four-hour fire resistant wall, having protective openings, which restricts the spread of fire and extends continuously from the foundation to or through the roof, with sufficient structural stability under fire conditions to allow collapse of construction on either side without collapse of the wall.

Good standing means all fees, bonds, etc., of a licensee (who is not currently under suspension or revocation) have been paid.

Journeyman electrician means a person licensed as a journeyman electrician, under the provisions of this division, who does electrical work under the supervision, direction, and control of a licensed master electrician.

Licensed electrician means a person licensed and authorized to do electrical work as defined by this division who is currently in good standing status.

Maintenance means the act of keeping in a state of safe operating condition any conductor or piece of equipment used inside or outside, attached or connected to any building electrical system by replacement of units or elements thereof, but shall not include additions to, or replacement of an existing system or branch.

Rough-in work means initial work of installing, altering, repairing or maintaining of electrical wires, conduits, apparatus or other electrical installation, performed so that all such work is easily visible and may be easily corrected or changed.

Sec. 10-300. - Administration and enforcement.

(a) *Chief electrical inspector.* There is hereby created the office of chief electrical inspector, who shall be appointed by the city manager.

(1) The chief electrical inspector shall have at least three years experience as a master electrician, hold a valid master electrician's license, be of good moral character, and be well-versed in the approved methods of electrical construction for safety of life and property in accordance with the National Electrical Code, as amended.

(2) The chief electrical inspector is hereby designated as the person responsible for the administration and enforcement of this division, who shall discharge the duties and have the authority hereafter provided. Said authority may be delegated to inspectors and other employees of the building inspection department as may be required to carry out said duties.

(3) The chief electrical inspector shall be responsible to the building official and the city manager, each of whom are authorized to act in lieu of and with the same authority as the chief electrical inspector.

(b) *Powers/duties of inspectors.* The chief electrical inspector and inspectors shall have the following powers:

(1) To enforce the provisions of this division, issue citations and file complaints in municipal court against persons who violate any of its provisions.

(2) To enter any house or premises during reasonable hours, (or at any time while electrical wiring, fixtures or equipment is being installed) for the purpose of examining any electrical wiring or installation of electrical wiring, fixtures or equipment therein in the performance of his official duties.

(3) To order electrical service disconnected:

a. Where improper or defective wiring exists;

b. Where electrical construction or equipment has been installed without a permit as required by this division;

c. When electrical equipment may interfere with the work of the fire department; or

d. In cases of emergency when necessary for the safety of persons or property.

(4) To order compliance with this division where a change of occupancy occurs in a building which requires electrical change or alteration to said building.

(5) To attach to electrical equipment or meters any official notice necessary to prevent the use of electricity.

(6) To order persons to cease performing any work being done without a requisite permit or otherwise in violation of this division.

(7) To make a thorough inspection of:

a. All electrical work from time to time as provided herein;

b. Electrical work which is in a dangerous or unsafe condition;

c. Electrical work deemed to be an interference with the work of the fire department;

(8) To notify a person responsible for violating the above subsection to place said work in compliance with this division within a reasonable amount of time.

(9) To require plans, specifications and a complete feeder layout of installations of electrical work.

Sec. 10-301. - Electrical license examination.

All applicants for a~~n electrical license are required to pass the written examination prescribed by the Southern Building Code Conference International prior to obtaining an electrical license~~ building permit are required to be licensed by the State of Texas or the City of Round Rock.

~~**Sec. 10-302. - License and examination fees.**~~

~~The examination and license fees for the various classes of electricians, for a three-year period, shall be as currently established or as hereafter adopted by resolution of the city council from time to time.~~

Sec. 10-30~~3~~2. - Licensing.

(a) *Types of licenses.* Electrical licenses shall be of the following types:

(1) *Master electrician.* Any person licensed as a master electrician in compliance with the requirements of this chapter, who employs journeyman electricians to perform electrician's work in accordance with this division or who performs electrical work himself in accordance with this division.

(2) *Journeyman electrician.* A person licensed as a journeyman electrician in compliance with the requirements of this section, who works for and under the general supervision and direction of a master electrician, performing electrical work contracted for by a master electrician.

(b) *License required.* Except as otherwise provided herein, it shall be unlawful for any person to do electrical work unless such person holds a master electrician's or journeyman's license under the provisions of this division. Any person holding a valid master's license or journeyman's license need not procure a lesser license. When two or more master electricians are working on the same job, the supervision, direction and control of the electrical work shall be the responsibility of the person to whom the permit was issued.

(c) *Unrestricted and restricted licenses.*

(1) A person holding a valid unrestricted license shall be authorized to perform all types of electrical work.

(2) A person holding a valid restricted license shall be authorized to perform only those categories of work on which he has taken and passed an examination.

(3) The categories of restricted licenses are as follows:

a. *Signs.* A sign license restricted to the installation, repair, or maintenance of:

1. Electrical signs;

2. Transformers for the operation of neon and similar tubing on or in buildings; and

3. High tension cables between tubing and transformers for the same.

Such license shall not include connection of any electrical signs, transformers or other type of load to a source of electrical power, or the changing, extending, installing or repairing of any part of a wiring system.

b. *Elevators.* An elevator license restricted to the installation, alteration, repair or maintenance of only the control panel and control wiring of elevators and escalators.

c. *Repair service.* A repair service license restricted to the connecting or disconnecting of any electrical wiring regulated by this section, not including the changing, extending, installing or repairing of any part of a wiring system.

d. *Maintenance.* A maintenance license restricted to the maintenance, repair, relocation or replacement of any electrical conductor or equipment pertaining to branch circuits, including extension of or additions to branch circuits permitted under this section, by a person who is regularly employed by one employer upon a permanent basis for the performing of such work within the confines of the building or premises of such employer.

e. *Residential.* A residential license restricted to performing electrical work on residential buildings only while under the general supervision and direction of a master electrician.

(d) *Supervision.* Except as otherwise provided in this division, all electrical work shall be performed under the supervision, direction, and control of the master electrician who has secured the permit. When on-site work is performed by a journeyman electrician under the supervision of the permit holder, the ratio of workers to journeyman electricians shall not exceed three workers for each journeyman present on site; provided, however, for commercial or industrial work, the ratio shall be two workers for each journeyman present on site.

(e) *License not required.* The following may be performed by persons who are not licensed electricians:

(1) Electrical work on one's own homestead, as reflected by public records, performed only by the homestead owner; provided, that a permit as provided in section 10-3043 shall have been obtained and all other requirements of this division have been complied with except the licensing provisions.

(2) The replacement of lamps, fuses and connection of portable devices to suitable receptacles which have been permanently installed.

(3) The installation, alteration or repairing of any wiring, devices, or equipment for the operation of a signal or the transmission of messages where such wiring, devices, appliances or equipment operates at a voltage not exceeding 50 volts between conductors and does not include generating or transforming equipment.

(4) The installation, alteration or repair of electric wiring, devices, appliances and equipment installed by or for an electric public service corporation operating under a franchise from the division when for the use of such a corporation in the operation for street railways, signals or the transmission of messages.

~~(f) *Qualifications.*~~

~~(1) *Master electrician.* Candidates for said license shall:~~

~~a. Be a high school graduate or the equivalent thereof;~~

~~b. Show proof of two years as a licensed journeyman; and~~

c. Show proof of completion of a six-hour review course on the National Electrical Code in each year that the electrical code is updated, before renewal of license.

(2) *Journeyman electrician.* Candidates for said license shall:

a. Be a high school graduate or the equivalent thereof; and

b. Have a minimum of four years' experience under the direct supervision of a master electrician.

(3) *College.*

a. A bachelor's degree in electrical engineering from a college or university which requires at least four years of study in residence as a prerequisite to such degree shall be considered the equivalent of three years of experience; and

b. The satisfactory completion of 120 semester hours of work required for such degree shall be considered the equivalent of one year experience.

(g) *Application.*

(1) Every application for an original or renewal license shall be made upon forms furnished by the chief electrical inspector.

(2) Every license application shall state the full name, date of birth, weight, height, eye color, hair color, sex, residence and business address of the applicant. Every application for an original license shall specify the applicant's experience; whether the applicant has heretofore been licensed as a journeyman, master or other classification of electrician, and if so, when and by what state, county, or city; whether said license has ever been suspended or revoked; and whether the applicant has ever been refused a license, and if so, the date of and the reason for said suspension, revocation, or refusal.

(3) Every application shall be accompanied by the license fee prescribed in section 10-302.

(h) *Issuance of electrical license.*

(1) Upon receipt of proof of payment of the required fee, and passing the examination, the chief electrical inspector shall issue to the applicant the class of license which said applicant is qualified to receive under the provisions of this division. The chief electrical inspector shall record the issuance of said license.

(2) Each license shall bear a distinguishing number assigned to the licensee, the full name, sex, date of birth, weight, height, hair color, eye color, and a space upon which the licensee shall write his usual signature in permanent ink immediately upon receipt of the license. No license shall be valid until it is so signed by the licensee.

(if) *Requirements for continued licensing; master electrician.* In addition to other requirements of this division, all master electricians shall have their license number of company name on all company trucks.

(j) *Expiration; renewal.*

(1) All electrical licenses shall expire at 12:00 midnight on the last day of the month of the licensee's birthday.

(2) Expired licenses not renewed as provided in the preceding paragraph shall be deemed cancelled, and appropriate notations reflected on the official license records of the city.

(3) If a license is renewed 30 or more days after expiration date, the normal fee shall be doubled.

(k) *Inactive license.* A master electrician may request that his license be placed in an inactive status after payment of a fee as currently established or as hereafter adopted by resolution of the city council from time to time. A master electrician holding an inactive license may not perform electrical work within the city nor obtain a permit for said work. An inactive license may be made active by paying the active license fee.

~~(l) *Duplicates.* In the event that an electrician's license is lost or destroyed, the licensee may obtain a duplicate thereof upon furnishing proof satisfactory to the chief electrical inspector that said license was lost or destroyed, and upon payment of a fee as currently established or as hereafter adopted by resolution of the city council from time to time.~~

~~(m) *Notice of change of address, name, etc., to be given.* Whenever a licensee has:~~

~~(1) Moved from the address listed in the official license records;~~

~~(2) Changed his name; or~~

~~(3) Changed his place of employment;~~

~~the said licensee shall immediately notify the chief electrical inspector, in writing, of his present address, name and employment.~~

(~~n~~g) *Certain acts prohibited.* It shall be a violation of this division for any person:

(1) To display, permit to be displayed or to have in one's possession, any instrument purporting to be a license issued pursuant to this division, knowing such instrument to be fictitious, cancelled, suspended or altered.

(2) To knowingly lend, transfer or permit the use of any license for the purpose of performing or obtaining a permit for electrical work, to any person not entitled thereto under the provisions of this division.

(3) To fail or refuse to surrender to the chief electrical inspector, on demand, an electrician's license which has been suspended or cancelled as provided by law.

(4) To apply for, or have in one's possession, more than one current license of the same type provided for in this division.

(5) To use a false or fictitious name or address in any license application, renewal, or duplicate request, or knowingly make a false statement, conceal a material fact or otherwise commit fraud in making said application, renewal or duplicate request.

(6) To employ as a master or journeyman electrician any person not then licensed as provided in this division.

(7) To perform any electrical work requiring a license, without said license or while said license is suspended or cancelled.

(8) To perform electrical work in any manner in violation of any restrictions imposed on a licensee.

(9) To perform electrical work as a journeyman electrician on a job while not in the employ of the master electrician of record of said job.

(10) To fail to request a final inspection upon completion of all electrical wiring and installation requiring a permit.

~~(o) *Probation, suspension, revocation.*~~

~~(1) The commission may place a licensee on probation or suspend any electrician's license issued by the commission for a period of not more than one year, or revoke said license, after determining at a proper hearing, as set out in this section, that the licensee has violated any provision of this division, state law, city ordinance or regulation relating to or governing electrical wiring, repairing or construction, including, but not limited to:~~

~~a. Permitting an unlawful or fraudulent use of said license.~~

~~b. Habitually violating this division. (Habitual shall mean three or more separate violations.)~~

~~c. Failing or refusing to make corrections necessary to cure defects in electrical work performed in violation of this division.~~

d. Performing any electrical work in violation of this division or the National Electrical Code which is found to be the cause or a contributing cause of a fire, whether or not there is any actual damage or loss.

e. Performing any electrical work in violation of any restrictions imposed on a licensee.

(2) If a licensee who has been placed on probation by the commission shall violate any of the provisions contemplated by subsection (n) of this section while serving said probationary period, then said licensee shall have his license automatically suspended pursuant to subsection (q) of this section.

(p) *Hearing and procedure.*

(1) In determining charges pursuant to subsection (n) of this section, the commission shall proceed upon a sworn complaint furnished it by a city official, or by any person aggrieved by the action of an electrician in the performance of electrical work for which an electrical permit is required by this division.

(2) Complaints shall be in writing and verified by the person familiar with the facts therein. Three copies of the same shall be filed with the city clerk who shall retain one copy for the official records of the city and shall convey two copies to the commission.

(3) The commission, if it deems the information sufficient to support further action on its part, shall order a hearing to be set at a specified time and place. Said hearing shall be open to the public.

(4) A copy of the order and complaint shall be served upon the accused by registered mail no less than 14 days before the scheduled date of the hearing.

(5) The accused shall appear in person, by counsel, or both, at the time and place named in the order and make his defense to the same. The city attorney and the accused shall be entitled to present evidence and argument at said hearing.

(6) If the accused fails or refuses to appear at said hearing, the commission may proceed to hear and determine the charges in his absence.

(7) If the accused admits the truth of the charges, and the commission by vote of four or more of its members shall find them to be true, it may enter an order suspending the license of said electrician.

(8) The commission shall have the power, through its chairman or secretary, to administer oaths and to compel the attendance of witnesses before it by subpoena issued over the signature of the chairman.

(9) When the commission has completed said hearing and made its decision, it shall cause one copy of its decision to be filed with the chief electrical inspector, one copy with the city clerk and cause a certified copy thereof to be forwarded to the accused.

(q) *Automatic suspension.* Notwithstanding subsections (n) and (o) of this section:

(1) The license of any person shall be automatically suspended upon final determination by the commission that said licensee has committed any of the following offenses:

a. Taking out a permit in the name of a person authorized to do the electrical work and thereafter permitting a person not authorized by this division to perform the electrical work.

b. Tampering with, diverting from or in any way interfering with the proper action or registration of any electric meter.

c. Violating any provision of this division, state law, city ordinance or regulation relating to or governing electrical wiring, repairing or construction while on probation imposed by the commission.

(2) Suspension provided for in this division shall, in the first instance, be for a period of six months. For subsequent offenses, said suspension shall be for a period of one year.

~~(3) The suspension of any license shall be automatically extended for a like period as the original suspension upon a final determination by the commission that a licensee has been performing electrical work while his license is suspended. Said suspension extension shall be in addition to any other penalty assessed, as provided in this division.~~

~~(4) Automatic suspensions are appealable in accordance with subsection (p) of this section.~~

~~(r) *Surrender and return of license.* Any license which has been suspended pursuant to this division shall be surrendered to and retained by the chief electrical inspector. At the end of the period of suspension, the surrendered license shall be returned to the licensee and be valid under the provisions in this division, provided:~~

~~(1) No further violations of this division are committed by licensee during the suspension period; and~~

~~(2) If the period of suspension extends beyond the normal expiration date of said license, the licensee has paid all license fees and/or posted all surety bonds in accordance with this division.~~

Sec. 10-3043. - Permits.

(a) *Generally.* Except as otherwise provided in this Code, it shall be unlawful for any person to install, cause to be installed, or permit the installation of, or make any alterations, additions, changes or repairs to any electrical wiring fixtures or equipment within or on any building, structure, or premises, whether publicly or privately owned, without first obtaining a valid permit therefor.

(b) *Permit not required.* No permit shall be required for:

(1) The installation of electrical conductors or equipment within and on the premises which are under the control and supervision of the state highway department and where such installation will be operated, maintained or controlled or supervised by said state highway department.

(2) The installation of electrical conductors or equipment by or for a public utility corporation in the generation, transmission, sale or use of electrical energy as outlined in its franchise.

(3) The installation of low voltage HVAC control wiring in residential only.

(4) The replacement of:

a. A motor by another motor of the same horsepower and rating;

b. Solenoid valves;

c. Low pressure controls;

when the electrical supply to the same is or has been properly installed by a licensed electrician.

(c) *Permit application.*

(1) Application for permits shall be made in writing upon forms provided by the chief electrical inspector. The application shall contain the following information:

a. The date the application is submitted;

b. The applicant's name;

c. The exact address where electrical work is to be done;

d. A description of the electrical work to be done;

e. Other pertinent information as required by the chief electrical inspector. If a diagram or plan is required, it shall clearly show the following:

1. The character and kind of wiring or installation of fixtures or equipment work to be done;

2. The scale used and the manner in which the electrical installation is to be made;

3. The character of any repairs to any existing installation showing the point at which service connection is required;

4. The size of feeders and subfeeders;

5. The location of service switches and centers of distribution;

6. The arrangement of circuits and the number of outlets connected thereto;

7. Load calculations;

8. A profile view of the service entrance equipment including all gutter troughs, junction boxes, switches, disconnects, fuses, panel boards, current transformer enclosures and meter sockets, detailing how this equipment is to be arranged on the wall of the building;

9. The maximum available fault current at the service entrance shall be obtained from the local utility company; and

10. Fault current bracing information.

(2) Applications for permits shall only be issued to the following persons:

a. A master electrician licensed under this Code;

b. A property owner who shall certify that the proposed electrical work shall be performed by the applicant personally, in a residence presently occupied by the applicant as his homestead.

(d) *Permit issuance.*

(1) Permits shall be issued to licensed master electricians, or their duly authorized agents.

(2) The city operates under a "one permit" system on new construction whereby a general contractor or owner may secure a single permit covering all of the building, electrical, plumbing, heating, ventilating, and air conditioning requirements. However, where only electrical work is being performed, a master electrician, as defined herein, must secure a permit covering the work to be done. There shall not be more than one permit issued or outstanding at the same time for any one installation of electrical equipment, except for renewal, additions or finish-out or when requested by the city building official.

(3) The chief building inspector may require an inspection prior to the issuance of a permit.

(4) A permit issued under this division shall continue until revoked or for the period of time designated on the permit.

(e) *Revocation and suspension of permits.*

(1) The chief electrical inspector has the authority to revoke or suspend a permit or approval issued if any violation of this division is found upon inspection or in the case there have been any false statements or representations submitted in the application or plans on which the permit or approval was based.

(2) Revocation will be deemed to occur on the date that the permittee is duly notified of the violation.

(~~e~~f) *Reissued permit.* A permit may be reissued changing the electrician of record upon written application by the person to whom the original permit was issued. However, before the permit is issued, the chief building inspector shall mail a written notice to the electrician of record with a copy to the owner, notifying them of the application for a reissued permit. The notice to the electrician of record shall be by certified mail, return receipt requested, and shall not be reissued until the expiration of ten days after the notice was mailed. The application for a reissued permit shall be accompanied by a permit reissuance fee as currently established or as hereafter adopted by

resolution of the city council from time to time. The applicant shall be responsible for all electrical work on the project site, including all work performed prior to reissuance.

(~~f~~g) *Duplicate.* In the event that a permit is lost or destroyed, the permit holder may obtain a duplicate thereof:

(1) By furnishing satisfactory proof to the chief electrical inspector that the permit was lost or destroyed; and

(2) Upon payment of a fee as currently established or as hereafter adopted by resolution of the city council from time to time.

(h) Certain acts prohibited.

(1) Any attempt to defraud or otherwise deliberately or knowingly design, install, service, maintain, operate, sell, represent, represent for sale, falsify records, reports, or applications, or other related activity in violation of this division.

(2) Any violation of this division will provide cause for immediate suspension or revocation of any related licenses, certificates, or permits issued by this jurisdiction. All violations are additionally subject to any other civil or criminal penalties that may apply.

Sec. 10-30~~5~~4. - Inspections.

(a) *Required.* Unless and until it has been inspected and approved by the building inspection division, it shall be unlawful for any person to:

(1) Make connections from a source of electrical energy to any electrical wiring, device or equipment on an installation for which a permit is required by this Code;

(2) Make connections from a source of electrical energy to any electrical wiring device or equipment which has been disconnected by order of the chief electrical inspector; or

(3) Conceal in any manner from access or sight, any part of a wiring installation.

(b) *Rough inspection.*

(1) When the rough wiring or installation work is completed on a commercial job, the electrician responsible ~~therefor~~ shall notify the building inspection division that the job is ready for inspection.

(2) Residential wiring will be called for by the building superintendent during the top-out inspection.

(c) *Faulty work.*

(1) If the wiring or installation of fixtures or equipment is found to be faulty or incorrectly or defectively installed, the chief electrical inspector shall notify, in writing, the permittee who installed said work of all changes necessary in order for the work to conform to this Code.

(2) The permittee shall, within 48 hours of written notification, commence the changes ordered and shall proceed with the work until the same is completed. Upon completion thereof and payment of the reinspection fee, he shall request an inspection by the building inspection division. If the chief electrical inspector shall again find the work incorrectly installed, he shall notify the permittee of the necessary changes, and the permittee shall pay an additional reinspection fee. If the permittee fails to correct the faulty work within 72 hours, the chief electrical inspector shall refuse to issue to said person any further permits until said work in question is corrected and approved.

(d) *Final inspection.* Upon the completion of all electrical wiring and installations requiring a permit, the permittee shall notify the building inspection division that the work is ready for final inspection. If faulty or defective wiring or equipment is found, the permittee shall be notified of the necessary changes in accordance with subsection (c) of this section. If such work is found to be correctly installed, replaced or repaired, the inspector shall endorse the inspection certificate, stating that the wiring and installation work has been installed in accordance with the provisions of this Code.

(e) *Inspection after fire.* An inspection shall be conducted by the chief electrical inspector on any and all buildings or structures that have been damaged by fire.

(f) *Inspector's removal request.* It shall be the duty of the chief electrical inspector to cause all abandoned dead wire, unused poles or electrical apparatus remaining on or near the job site to be removed at the expense of the owners thereof, by giving said owners written notice.

(g) *Interference.* It shall be unlawful for any unauthorized person to change or alter electrical conductors or equipment in or on any building. If electrical conductors or equipment have previously been installed in such a position as to interfere with the erection or completion of a structure, notice shall be immediately given to the person using said conductors or equipment, requiring conformance with this Code.

(h) *Emergency reconnects.* No service entrance equipment will be connected by the electric utility company to its electric distribution system without an approved inspection unless it is a re-connection of service which was disconnected for emergency repair work. The electric utility company shall notify the chief electrical inspector on the next working day following the emergency re-connect by requesting a follow-up inspection. The inspector shall check code requirements and verify that a permit has been secured by the electrician doing the repair work.

(i) *Commercial/industrial buildings.* A new tenant who occupies previously occupied commercial/industrial buildings or lease spaces must obtain electrical re-inspection and approval in order for the power company to release service to said building or lease space.

Sec. 10-30~~6~~5. - Standards and specifications.

(a) *Materials, equipment, safety standards.* Conformity of electrical equipment with the applicable standards of the Underwriters' Laboratories, Inc., ANSI or NEC, shall be prima facie evidence that such equipment is reasonably safe to persons and properties.

(b) *Installations creating hazards to fire protection and prevention.* No wires shall be installed, operated or maintained over any street, alley, sidewalk or building:

(1) Which may foreseeably interfere with the work of the fire department in the use of ladders or other apparatus; or

(2) Which shall obstruct or render hazardous the use of fire escapes.

On complaint of the city fire marshal, said wires shall be removed or properly rearranged.

(c) *Special electrical circuit requirements.* The following additional requirements shall be met for all new construction:

(1) All circuits shall have conductors sized in accordance with article 310 of the National Electrical Code. No conductor smaller than No. 12 copper American wire gauge size, shall be used in any electrical work as covered by this Code, except the following as approved by the National Electrical Code:

a. Pendant and portable cords;

b. No. 14 for control circuits, operating contractors, relays, etc.;

c. Wiring within display cases;

d. Wiring for system covered by chapter 7 of the National Electrical Code;

(2) All panels must be large enough to accommodate the present load requirements and have at least two spaces for future use.

(3) All 125 volt, single phase 15 or 20 ampere rated devices installed in commercial and industrial installations shall be of the nonresidential type or shall be 20 ampere rated only.

(4) Temporary service for construction sites are required to have ~~GFCI protection, and must have~~ a driven ground rod.

~~(5) Type AC Cable (commonly referred to as "BX") will not be authorized as an approved wiring method.~~

(~~6~~5) Flexible metal conduit smaller than one-half-inch electrical trade size shall not be permitted.

(~~7~~6) Kerneys or split bolt connectors shall not be allowed for taps in electrical services and gutters. Only blocks and couple taps are permitted.

(~~8~~7) All building services shall have a UFER grounded and be grounded by Art. 250~~, 1996~~ of NEC.

(~~9~~8) All closets and storage areas that are over 48 inches deep or more shall have a light switch.

(d) *Construction, rodentproof.* All exterior wall openings around electrical cables and conduits shall be closed with cement mortar, concrete masonry, or other approved material to prevent the passage of rodents.

(e) *Commercial buildings.*

(1) All commercial buildings shall be wired in raceways. However, this provision shall not apply to pre-existing wiring in buildings which were originally constructed and used as residential-use buildings and thereafter converted to commercial usage.

(2) For each panel in commercial construction, a minimum of one spare one-inch raceway shall be installed from the panel to an accessible location in the attic or crawlspace for recessed panels only.

(3) All thermostat wire, door bell wire, fire alarm wire and other wire 50 volts or less must be run in conduit, with the exception of plenum cable.

(f) *Special safety measures.*

(1) Aluminum conductors will be authorized from the ~~service drop, or lateral,~~ panel to panel and to the service disconnect only, for commercial and industrial construction. ~~Aluminum conductors sized 500 KcMil and larger may be permitted in panel to panel installations subject to approved methods of installations and approved connectors. Such approvals will be at the sole discretion of the board and chief electrical inspector on a case-by-case basis.~~

(2) All feeder conductors to branch circuit panel boards and all subpanels in residential ~~and commercial~~ construction shall be copper conductors.

(3) Color coding of conductors.

a. Single phase 120/240 Volt System.

Phase	
A	Black
B	Red
Neutral	White

b. Three phase 120/240 volt center tap Delta System.

Phase	

A	Black
B	Red
C	Orange (high leg)
Neutral	White

c. Three phase 480 volt Delta System.

Phase	
A	Brown
B	Yellow
C	Purple

d. Three phase 120/208 volt WYE System.

Phase	
A	Black
B	Red
C	Blue
Neutral	White

e. Three phase 277/480 volt WYE System.

Phase	

A	Brown
B	Yellow
C	Purple
Neutral	Natural Gray

(4) Except upon written permission of the chief electrical inspector, no electrical conductor of any nature shall be installed nearer than three inches to any metal pipe or duct which could operate in excess of 120 degrees Fahrenheit.

(5) Door bell transformers must be mounted in an attic, heater closet, bedroom closet or other space where air can flow freely around the transformer. The transformer shall not be covered after it has been mounted.

(6) It will not be acceptable to use flexible metal conduit outside. Liquidtight flexible conduit or liquidtight flexible nonmetallic conduit are considered acceptable.

(g) *Smoke detector systems.*

(1) Every dwelling and every dwelling unit within an apartment house, condominium or town house, and every guest or sleeping room in a child care facility, motel, hotel or dormitory, shall be provided with an approved listed smoke detector in accordance with V.T.C.A., Property Code § 92.251 et seq.

(2) Detectors shall be listed and meet the installation requirements of NFPA 74 and NFPA 72E and be hard wired with battery pack in series where all alarms will be activated.

~~(3) Smoke detectors shall be placed in each bedroom and in the upstairs and downstairs hallways as close to the stairwell but as far from the kitchen as possible.~~

(h) *Engineer seal required.* In accordance with the Texas Engineering Practice Act, all drawings pertaining to non-dwelling construction projects of 5,000 square feet or more shall bear the seal of an engineer registered in the state. The chief electrical inspector is hereby authorized to require, at his discretion, said seal to be placed upon drawings for non-dwelling construction projects of lesser square footage.

(i) *Use of unapproved appliance prohibited.* It shall be unlawful for any person within the city to install electrical equipment or appliances which have not been:

(1) Endorsed by the Underwriters' Laboratories, Inc., or other nationally recognized standards association; or

(2) Approved by the chief electrical inspector.

Sec. 10-30~~7~~6. - Violations.

(a) *Violation.* In addition to other provisions of this Code, it shall be unlawful for any person to:

(1) Break, change, destroy, tear, mutilate, cover, deface, or otherwise injure any official notice or seal posted by an electrical inspector pursuant to section 10-300;

(2) Interfere with enforcement officials or their duly authorized agents in the discharge of their duties, including but not limited to carrying out the provisions of this Code;

(3) Fail or refuse to make necessary changes or repairs within a reasonable amount of time pursuant to section 10-300 or 10-3054(c); or

(4) Perform electrical installations without supplying the requisite plans, specifications or layouts or without initial approval of said installation pursuant to section 10-300 or 10-3043(c).

(b) *Injunction.* In addition to the penal remedies herein, the city may seek injunctive relief regarding any violation of this Code.

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, **PASSED**, and **ADOPTED** on first reading this _____ day of _____, 2017.

Alternative 2.

READ and **APPROVED** on first reading this the _____ day of _____, 2017.

READ, **APPROVED** and **ADOPTED** on second reading this the _____ day of _____, 2017.

_____
ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

_____
SARA L. WHITE, City Clerk