



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Kristin Stevens, Mayor Pro-Tem, Place 5
Michelle Ly, Place 1
Rene Flores, Place 2
Melissa Fleming, Place 3
Frank Ortega, Place 4
Hilda Montgomery, Place 6

Thursday, October 24, 2024

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

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 per §2-26(b)(5), of the Round Rock Code of Ordinances, 2018 Edition. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council per state law.

E. STAFF PRESENTATIONS:

E.1 [Consider a presentation regarding Annual Local Legend Recognition.](#)

E.2 [Consider a presentation regarding the results of the City's biennial survey.](#)

E.3 [Consider a presentation and department update from Parks & Recreation.](#)

F. APPROVAL OF MINUTES:

F.1 [Consider approval of minutes from the October 10, 2024 City Council meeting.](#)

G. RESOLUTIONS:

- G.1 [Resolution approving a resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the issuance of "Brushy Creek Regional Utility Authority, Inc. City of Round Rock, Texas Contract Revenue Bonds, \(Brushy Creek Regional Water Treatment and Distribution Project\), Series 2024"; Establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds.](#)
- G.2 [Consider a resolution authorizing the Mayor to execute a Guaranteed Price Amendment to the Construction Manager at Risk Standard Form of Agreement between the City and SpawGlass Contractors, Inc. for the Old Settlers Buildout Project- Tennis and Pickleball Courts \(Package 3\).](#)
- G.3 [Consider a resolution authorizing the Mayor to execute an Agreement with Ford Audio-Video Systems, LLC for the purchase of audio visual equipment, supplies and services.](#)
- G.4 [Consider a resolution authorizing the Mayor to execute a Contract with Cutler Repaving, Inc, for the 2023 Arterial Street Maintenance Program Project.](#)
- G.5 [Consider a resolution approving the Action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Program \(TCIP\).](#)
- G.6 [Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the Old Settlers Boulevard Project.](#)
- G.7 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the City of Austin, City of Cedar Park and City of Leander regarding allocation of costs for the rehabilitation of the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System.](#)

H. ORDINANCES:

- H.1 [Consider public testimony regarding, and an Ordinance Approving an Amendment to the Comprehensive Plan 2030 to modify the Future Land Use Map to allow mixed-use development on 1.55 acres located northeast of the intersection of East Old Settlers Blvd and Fairview Drive. \(First Reading\)*](#)
- H.2 [Consider public testimony regarding, and an Ordinance Zoning 1.55 acres located northeast of the intersection of East Old Settlers Blvd and Fairview Drive to the MU-R \(Mixed-Use Redevelopment and Small Lot\) district. \(First Reading\)*](#)
- H.3 [Consider an Ordinance amending Chapter 2, Article III, Section 2-117, Code of Ordinances \(2018 Edition\), City of Round Rock, Texas, regarding the definition of City Official.\(First Reading\)*](#)

I. APPOINTMENTS:

- I.1 [Consider one re-appointment of a representative to the Round Rock Chamber Board of Directors.](#)

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

K. EXECUTIVE SESSION:

- K.1 [Consider Executive Session as authorized by §551.072 Government Code, related to the sale, and/or value of approximately 19.4 acres of real property located east of North Red Bud Lane and adjacent to the Old Settlers Boulevard Extension Project.](#)

L. 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 below, as authorized by Texas Government Code:

§551.071 Consultation 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 18th day of October, 2024 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Ann Franklin, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation regarding Annual Local Legend Recognition.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Bradley Dushkin, Director of Planning & Development Services

Cost:

Indexes:

Attachments:

Department: Planning & Development Services

Text of Legislative File TMP-24-0827



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider a presentation regarding the results of the City's biennial survey.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Sara Bustilloz, Director of Communications and Marketing

Cost:

Indexes:

Attachments:

Department: Communications & Marketing

Text of Legislative File TMP-24-0773

Every two years, the City of Round Rock conducts a survey of its citizens to how well the city government is meeting their needs and to determine the issues of concern to them. The purpose of the survey is to assess resident satisfaction with the delivery of major city services and to help set priorities for the community. ETC Institute has administered the biennial community survey since 2008.



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider a presentation and department update from Parks & Recreation.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Rick Atkins, Director of Parks & Recreation

Cost:

Indexes:

Attachments:

Department: Parks & Recreation

Text of Legislative File TMP-24-0811



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of minutes from the October 10, 2024 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Ann Franklin, City Clerk

Cost:

Indexes:

Attachments: 101024 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-24-0065



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, October 10, 2024

A. CALL MEETING TO ORDER

The Round Rock City Council met in regular session on October 10, 2024, in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:08 pm.

B. ROLL CALL

Present: 5 - Mayor Craig Morgan
Mayor Pro-Tem Kristin Stevens
Council Member Michelle Ly
Council Member Rene Flores
Council Member Melissa Fleming

Absent: 2 - Council Member Frank Ortega
Council Member Hilda Montgomery

C. PLEDGES OF ALLEGIANCE

Mayor Morgan led the following Pledges of Allegiance: United States and Texas.

D. CITIZEN COMMUNICATION

Richard Parson spoke affirmation of the Mayor. There were no other speakers at this time.

E. PROCLAMATIONS

E.1 [Consider proclaiming October 2024 as "Community Planning Month".](#)

Mayor Morgan read and presented the proclamation to Bradley Dushkin.

E.2 [Consider proclaiming October 14, 2024, as "Indigenous Peoples' Day" and November 2024 as "National Native American Heritage Month".](#)

Mayor Morgan read and presented the proclamation to Pamela Anderson.

F. STAFF PRESENTATIONS:

F.1 [Consider a presentation and annual update for the Round Rock 2030 Comprehensive Plan.](#)

Bradley Dushkin , Planning and Development Services Director made the staff presentation.

G. CONSENT AGENDA:

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

G.1 [Consider approval of minutes from the September 12, 2024, and September 26, 2024, City Council meetings.](#)

G.2 [Consider an ordinance amending Chapter 32, Sections 32-33\(a\), \(b\), and \(c\), Code of Ordinances \(2018 Edition\), regarding residential, nonresidential, and downtown commercial district garbage rates. \(Second Reading\)](#)

A motion was made by Mayor Pro-Tem Stevens seconded by Council Member Ly to approve the Consent Agenda. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming

Nays: 0

Absent: 2 - Council Member Ortega
Council Member Montgomery

H. RESOLUTIONS:

H.1 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Texas Municipal League Pool \(TML\) Members to form the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-insurance Fund.](#)

Valerie Francois, Human Resources Director made the staff presentation.

A motion was made by Mayor Pro-Tem Stevens, seconded by Council Member Ly, to approve the Resolution. The motion passed by the following vote:

Ayes: 5 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming

Nays: 0

Absent: 2 - Council Member Ortega
Council Member Montgomery

H.2 [Consider a resolution authorizing the Mayor to execute an Agreement with Wholesale Electric Company for the purchase of Building Maintenance, Repair and Operations Supplies to support City operations.](#)

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Mayor Pro-Tem Stevens, seconded by Council Member Fleming, to approve the Resolution. The motion passed by the following vote:

Ayes: 5 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming

Nays: 0

Absent: 2 - Council Member Ortega
Council Member Montgomery

H.3 [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with HDR Engineering, Inc. for the CR 112 from CR 117 to CR 110 Project.](#)

Brian Kuhn, Public Works Assistant Director made the staff presentation.

A motion was made by Council Member Ly, seconded by Mayor Pro-Tem Stevens, to approve the Resolution. The motion passed by the following vote:

Ayes: 5 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming

Nays: 0

Absent: 2 - Council Member Ortega
Council Member Montgomery

H.4 [Consider a resolution authorizing the Mayor to execute a contract with Joe Bland Construction, LLC for the Red Bud Lane North Project.](#)

Brian Kuhn, Public Works Assistant Director made the staff presentation.

A motion was made by Mayor Pro-Tem Stevens, seconded by Council Member Ly, to approve the Resolution. The motion passed by the following vote:

Ayes: 5 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming

Nays: 0

Absent: 2 - Council Member Ortega
Council Member Montgomery

I. ORDINANCES:

I.1 [Consider an Ordinance amending Chapter 4, Code of Ordinances \(2018 Edition\), repealing required permit/and or license fees and amending certain measurement requirements regarding the sale of alcoholic beverages. \(First Reading\)*](#)

Stephanie Sandre, City Attorney made the staff presentation.

A motion was made by Council Member Flores, seconded by Mayor Pro-Tem Stevens, to approve the first reading the Ordinance. The motion passed by the following vote:

Ayes: 5 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming

Nays: 0

Absent: 2 - Council Member Ortega
Council Member Montgomery

A motion was made by Council Member Ly, seconded by Mayor Pro-Tem Stevens, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:

Ayes: 5 - Mayor Morgan
Mayor Pro-Tem Stevens
Council Member Ly
Council Member Flores
Council Member Fleming

Nays: 0

Absent: 2 - Council Member Ortega
Council Member Montgomery

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

K. ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 6:52 p.m.

*Respectfully submitted:
Ann Franklin, City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Resolution approving a resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the issuance of "Brushy Creek Regional Utility Authority, Inc. City of Round Rock, Texas Contract Revenue Bonds, (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024"; Establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Susan Morgan, CFO

Cost: \$31,500,000.00

Indexes: Utility Fund

Attachments: Resolution

Department: Finance

Text of Legislative File 2024-279

The second \$31,500,000 phase of the \$90.45 million total debt package has been priced and sold by the Texas Water Development Board (TWDB), but is subject to TWDB's board approval on October 17, 2024. The true interest cost for this issue will be 3.12%. The estimated savings over open market will be provided at the meeting.

The issuance documents were approved by City Council and the BCRUA in August 2024 and the official application submission was approved by both entities in April 2023.

The final step requires the City and the BCRUA to approval the final package. The BCRUA is scheduled to approve the package at its October 23, 2024 meeting. Proceeds from the bond sale will be received in November 2024.

Staff recommends approval of this action.

Background

The City of Round Rock is a participating and founding member of the Brushy Creek Regional Utility

Authority, Inc, (BCRUA) along with the Cities of Cedar Park and Leander. The City previously requested the BCRUA to approve and execute a financing agreement with the Texas Water Development Board (TWDB) for funding through the State Water Implementation Fund for Texas (SWIFT) to finance the City's cost participation in Phase 1D and Phase 2 construction costs.

The BCRUA has two large projects underway. The City of Round Rock's share of those costs is \$90.45 million to be financed.

- The Phase 2 Deep Water Intake project is a permanent raw water intake on Lake Travis which will replace the floating intake that was constructed with Phase 1. The project is scheduled to be complete in 2027. The deepwater intake will have an ultimate capacity of 144.7 million gallons per day (MGD) and will provide a reliable supply of water through the full buildout of BCRUA.
- The Phase 1D water treatment plant expansion will increase capacity at the plant from 32.5 mgd to 42 mgd. This project is scheduled to be complete in late 2024.

The TWDB formally approved the full loan for Phase 1D and Phase 2 construction on July 25, 2023. The bonds will be issued in three phases on behalf of Round Rock.

November 2023	41,750,000 (complete)
November 2024	31,500,000 (current under consideration)
November 2026	<u>17,200,000</u>
Total	\$90,450,000

Using the TWDB SWIFT discounted interest program to finance these improvements will reduce the City's interest cost by 18% which will result in an *estimated* present value savings of an *estimated* \$6.78 million on the total loan.

Cost: \$31,500,000

Source of Funds: Utility Fund

RESOLUTION NO. R-2024-279

**RESOLUTION APPROVING A RESOLUTION OF THE BRUSHY CREEK
REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF
CONTRACT REVENUE BONDS**

**CITY OF ROUND ROCK §
COUNTIES OF WILLIAMSON AND TRAVIS §
STATE OF TEXAS §**

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, the City has approved and executed the Master Contract for the financing, construction and operation of the BCRUA Regional Water Treatment and Distribution Project as amended by a First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment thereto (collectively, the "Master Contract") between the Cities of Cedar Park, Leander and Round Rock, Texas (collectively, the "Member Cities") and the BCRUA, pursuant to which the BCRUA will construct, operate and maintain water treatment and distribution facilities for the benefit of the Member Cities; and

WHEREAS, the City has previously requested the BCRUA to issue a separate series of contract revenue bonds for the City in an amount not to exceed \$31,500,000 to finance a certain portion of the City's contribution to the BCRUA Project (as defined in the Master Contract) pursuant to the Master Contract; and

WHEREAS, pursuant to Section 4.01(d) of the Master Contract, prior to adoption of a bond resolution by the BCRUA's Board of Directors for a Member City, a substantially final copy of the Bond Resolution for the Member City and the sale and offering documents, if any, shall be presented to the City Council of the Member City for review and approval; and

WHEREAS, a substantially final copy of the BCRUA's the resolution attached hereto as Exhibit "A" (the "Bond Resolution") authorizing issuance of bonds (the "Bonds") to finance a portion of the BCRUA Project as described therein has been presented to the City Council; and

WHEREAS, the Bonds are being sold to the Texas Water Development Board (the "TWDB") with the only Sale and Offering Document (as defined in the Master Contract) being the limited purpose Private Placement Memorandum required by the rules of the TWDB (the "Private Placement Memorandum"), a substantially final copy of which is attached hereto as Exhibit "B" and has been presented to the City Council; and

WHEREAS, it is hereby further officially found and determined that public notice of the time, place, and purpose of this meeting was given, all as required by Texas Government Code, Chapter 551.

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

SECTION 1. RECITALS. 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. Capitalized terms used herein shall have the meaning assigned in the preamble hereof or the Master Contract, unless otherwise defined.

SECTION 2. BOND RESOLUTION. The Bond Resolution attached hereto as Exhibit "A" has been presented to the City Council for review and is hereby approved as to form and content by the City Council with such changes therein or additions thereto as the City Manager or an Assistant City Manager may deem advisable. The City hereby acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from the Bond Payments (as defined in the Master Contract) to be made by the City to the BCRUA under and pursuant to the Master Contract. The Bond Resolution, including the Award Certificate executed thereunder, shall constitute a Bond Resolution under the Master Contract for all purposes.

SECTION 3. OFFERING DOCUMENT. The substantially final draft of the Private Placement Memorandum related to the issuance of the Bonds attached hereto as Exhibit "B" has been presented to the City Council for review and is hereby approved by the City Council with such changes therein or additions thereto as the City Manager or an Assistant City Manager may deem advisable.

SECTION 4. CONTINUING DISCLOSURE UNDERTAKING. In Article X of the Master Contract, the City has agreed to provide continuing disclosure of certain financial and operating data so long as the Bonds are outstanding in accordance with Rule 15c2-12 (the "Rule") of the United States Securities and Exchange Commission (the "SEC"). Due to subsequent amendments to the Rule since the execution of the Master Contract, the City hereby undertakes as follows in order to comply with the requirements of the Rule as currently in effect:

(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 2024, financial statements of the City if audited financial statements of the City are then available, and (2) if not available by such time, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with generally accepted auditing standards by a certified public account or licensed public accountant or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation 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;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) 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, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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 deposit made in accordance with Section 32 the Bond Resolution that causes the Bonds no longer to be 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 the Master Contract for purposes of any other provision of the Master Contract.

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.

SECTION 5. CERTIFICATES. The City Manager or an Assistant City Manager is authorized to sign an approval affidavit and approval certificate attached hereto as Exhibit "D" reflecting the final interest rates and terms of the Bonds. The Mayor, City Clerk, City Manager and Assistant City Manager are authorized to sign all certificates and are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Resolution and the issuance of the Bonds.

SECTION 6. CONSERVATION PLAN. The City will implement the Texas Water Development Board approved water conservation plan.

SECTION 7. IMMEDIATE EFFECT. This Resolution shall take effect immediately from and after its adoption in accordance with the law.

PASSED AND APPROVED this October 24, 2024.

Mayor
City of Round Rock, Texas

ATTEST:

City Clerk

EXHIBIT "A"

BOND RESOLUTION

RESOLUTION NO. R-24-_____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF ROUND ROCK, TEXAS CONTRACT REVENUE BONDS, (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024"; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS

ADOPTED OCTOBER 23, 2024

RESOLUTION NO. R-24-_____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AUTHORIZING THE ISSUANCE OF "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF ROUND ROCK, TEXAS CONTRACT REVENUE BONDS, (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024"; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (the "BCRUA") is a non-profit corporation of the State of Texas (the "State"), created by the Cities of Cedar Park, Leander and Round Rock, Texas (collectively, the "Cities" or singularly, a "City") and existing under the laws of the State, including Subchapter D of Chapter 431, as amended, Texas Transportation Code (the "Authority Act"); and

WHEREAS, pursuant to the Authority Act, the BCRUA, is empowered to acquire and construct water facilities including water conservation, storage, transportation, treatment and distribution facilities and to deliver this water to the Cities; and

WHEREAS, the Authority Act also authorizes the BCRUA acting through its Board of Directors (the "Board") to issue revenue bonds to finance such water projects, payable solely from the revenues derived from payments to be made to the BCRUA by each respective City for which a series of bonds are issued for the purpose of defraying such City's share of the cost of financing, acquiring, and constructing the BCRUA Project (as hereinafter defined); and

WHEREAS, the BCRUA has previously issued separate series of such revenue bonds for the City of Cedar Park, Texas, the City of Leander, Texas ("Leander") and the City of Round Rock, Texas ("Round Rock") to finance their respective share of costs of the BCRUA Project, with each such series payable from and secured solely by payments made by each respective City under the Contract (as hereinafter defined); and

WHEREAS, pursuant to the Authority Act, the BCRUA and the Cities have entered into a "Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project," dated as of September 2, 2008, as amended by (1) a "First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of January 22, 2009; (2) a "Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of October 20, 2010; (3) a "Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of February 22, 2012; (4) a "Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 25, 2018; (5) a "Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 22, 2021; (6) a "Sixth

Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of December 15, 2021; and (6) a "Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of March 27, 2024 (collectively, the "Contract"); and

WHEREAS, pursuant to the Contract the BCRUA has agreed to design, finance, construct, maintain and operate the BCRUA Project in a manner that will allow the BCRUA to deliver potable water to the Cities on a regional basis and under which each of the Cities agree to pay their share of the BCRUA Project and to make payments to or on behalf of the BCRUA in amounts sufficient to meet all of the BCRUA's obligations under the Contract including relating to a City's respective series of bonds issued to finance and refinance a City's share of the BCRUA Project and to own, operate and maintain the BCRUA Project; and

WHEREAS, the Cities and the BCRUA have approved the Contract; and

WHEREAS, Round Rock has requested that the BCRUA issue an additional separate series of revenue bonds in an aggregate principal amount not to exceed \$31,500,000 pursuant to the Contract to finance Round Rock's share of the BCRUA Project (the "Bonds"); and

WHEREAS, Leander has also requested that the BCRUA issue an additional separate series of contract revenue bonds pursuant to the Contract to finance its respective share of the BCRUA Project Costs with such series of contract revenue bonds expected to be issued and delivered simultaneously with the Bonds; and

WHEREAS, this Resolution constitutes a Bond Resolution as that term is defined in the Contract; and

WHEREAS, the principal of the Bonds and the interest thereon are and shall be solely payable from and secured by a lien on and pledge of the portion of the Annual Payments designated as "Bond Payments" to be made by Round Rock pursuant to the Contract in amounts sufficient to pay and redeem, and provide for the payment of the principal of, premium, if any, and interest on the Bonds, when due, and the fees and expenses of the Paying Agent/Registrar for the Bonds, all as required by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. THAT:

Section 1. DEFINITIONS. In addition to the definitions set forth in the preamble of this Resolution, the terms used in this Resolution (except as may be otherwise indicated in the FORM OF BOND) and not otherwise defined shall have the meanings given in Exhibit "A" to this Resolution attached hereto and made a part hereof.

Section 2. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) *Amount and Designation.* The BCRUA's bonds issued pursuant to this Resolution shall each be entitled "BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF ROUND

ROCK, TEXAS CONTRACT REVENUE BONDS (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2024" and are hereby authorized to be issued and delivered in an aggregate maximum principal amount not to exceed \$31,500,000. The authority of the BCRUA Representative to execute and deliver an Award Certificate for the Bonds shall expire at 5:00 p.m., C.D.T., on December 31, 2024. Bonds priced on or before December 31, 2024 may close after such date.

(b) **Purpose.** The Bonds are to be issued for the following purposes to pay: (i) ROUND ROCK'S SHARE OF THE COSTS OF DESIGNING, CONSTRUCTING, ACQUIRING, IMPROVING AND/OR EXPANDING THE BCRUA PROJECT INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF THE PHASE 1D WATER TREATMENT PLANT EXPANSION, THE PHASE 2 RAW WATER DELIVERY SYSTEM AND ELECTRICAL UTILITY IMPROVEMENTS FOR THE PHASE 2 RAW WATER PUMP AND (ii) THE COSTS OF ISSUANCE OF THE BONDS.

Section 3. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) **Terms of the Bonds.** The Bonds shall initially be issued, sold, and delivered hereunder as fully registered bonds, without interest coupons, numbered consecutively from R-1 upward (except the initial Bond delivered to the Attorney General of the State which shall be numbered T-1), payable to the respective initial Registered Owners thereof in an Authorized Denomination, maturing not later than August 1, 2049, serially or otherwise on the dates, in the years and in the principal amounts, respectively, dated, all as set forth in the Award Certificate executed by the BCRUA Representative in substantially the form attached hereto as Exhibit "B".

(b) **Award Certificate.** As authorized by the Authority Act, the BCRUA Representative is hereby authorized, appointed, and designated to act on behalf of the Board in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including determining and fixing the date the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Bonds, the rate or rates of interest to be borne by each maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions for the Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in a certificate of the BCRUA Representative (the "Award Certificate") the form of which is attached hereto as Exhibit "B"; provided that (i) the price to be paid for the Bonds shall not be less than 98% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the Bonds shall not bear interest at a net effective interest rate in excess of the maximum rate allowed by law. In establishing the aggregate principal amount of the Bonds, the BCRUA Representative shall establish an amount not to exceed the amount authorized in Section 2, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery of the Bonds the Award Certificate has been executed

and delivered as required by this Resolution. No such Award Certificate shall be executed and delivered under this Resolution, unless and until the City Council of the City of Round Rock approves this Resolution.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the Board hereby determines that the delegation of the authority to the BCRUA Representative to approve the final terms and conditions of the Bonds as set forth in this Resolution is, and the decisions made by the BCRUA Representative pursuant to such delegated authority and incorporated in the Award Certificate will be, in the BCRUA's best interest and shall have the same force and effect as if such determination were made by the Board, and the BCRUA Representative is hereby authorized to make and include in the Award Certificate an appropriate finding to that effect. The Award Certificate is hereby incorporated by reference into and made a part of this Resolution.

(c) ***Sale of the Bonds.*** To achieve advantageous borrowing costs for the BCRUA, the Bonds shall be sold to the Texas Water Development Board (the "Purchaser") at the price as set forth in the Award Certificate. The Private Placement Memorandum prepared in connection with the sale of the Bonds to the Purchaser in substantially the form attached to this Resolution is approved.

(d) ***In General.*** The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "C" to this Resolution and as determined by the BCRUA Representative as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate.

Section 4. INTEREST. The Bonds shall bear interest, calculated on the basis of a 360-day year composed of twelve 30-day months, from their date of delivery as set forth in the Award Certificate, until maturity or redemption, at the rate or rates set forth in the Award Certificate. Interest shall be payable to the Registered Owner of any such Bond in the manner provided and on the dates stated in the FORM OF BOND set forth in Exhibit "C" to this Resolution and the Award Certificate.

Section 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY-ONLY SYSTEM. (a) ***Paying Agent/Registrar.*** The BCRUA Representative in the Award Certificate shall select an eligible institution to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar"). The BCRUA Representative is authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form and substance presented to the Board set forth in Exhibit "D" in connection with the approval of this Resolution with such changes as are acceptable to the BCRUA Representative.

(b) ***Registration Books.*** The BCRUA shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar (the "Designated Trust Office") the Registration Books, and the Board hereby appoints the Paying Agent/Registrar as its registrar and

transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as the BCRUA and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements 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 BCRUA shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, 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. A copy of the Registration Books shall be maintained in the State.

(c) ***Ownership of Bonds.*** The entity or person in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Resolution, whether or not such Bond shall be overdue, and, to the extent permitted by law, the BCRUA and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such Registered Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) ***Payment of Bonds and Interest.*** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Resolution. The Paying Agent/ Registrar shall keep proper records of all payments made by the BCRUA and the Paying Agent/Registrar with respect to the Bonds.

(e) ***Authentication.*** The Bonds initially issued and delivered pursuant to this Resolution shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State and registered by the Comptroller of Public Accounts of the State, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Resolution the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BOND in Exhibit "C" attached hereto.

(f) ***Transfer, Exchange, or Replacement.*** Each Bond issued and delivered pursuant to this Resolution, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Registered Owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the Registered Owner or such assignee or assignees, as appropriate, be exchanged for fully registered Bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BOND set forth in Exhibit "C" to this Resolution, in any Authorized Denomination (subject to the requirement hereinafter stated that

each substitute Bond shall be of the same Series and have a single stated maturity date), as requested in writing by such Registered Owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate Registered Owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered Bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Resolution shall constitute one of the Bonds for all purposes of this Resolution and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Resolution there shall be printed an Authentication Certificate, in the form set forth in Exhibit "C" to this Resolution. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Board or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement 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 said Bonds shall be in typed or printed form as determined by the BCRUA Representative. Pursuant to Subtitle D, Texas Government Code and particularly Section 1201.063, thereof, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Resolution. The BCRUA shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (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 interest payment date, or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the Registered Owner or assignee of the Registered Owner not more than three business days after the receipt of the Bonds to be canceled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** The BCRUA covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the BCRUA 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 Resolution, and that the Paying Agent/Registrar will be one entity. The BCRUA reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than ninety (90) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to 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 BCRUA 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 Resolution. 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 BCRUA. Upon any change in the Paying Agent/Registrar, the BCRUA 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 Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(h) ***Book-Entry-Only System.*** The Bonds issued in exchange for the Bonds initially issued and delivered to the Purchaser 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 DTC, and except as provided in subsection (i) 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 BCRUA and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the BCRUA 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 other person, other than a Registered Owner, as shown in 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 Resolution to the contrary but to the extent permitted by law, the BCRUA 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, premium, if any, and interest, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Resolution, or their respective attorneys duly authorized in

writing, and all such payments shall be valid and effective to fully satisfy and discharge the BCRUA's obligations with respect to payment of principal of, premium, if any, 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 certificate evidencing the obligation of the BCRUA to make payments of principal, premium, if any, and interest pursuant to this Resolution. 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 Resolution 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 Resolution shall refer to such new nominee of DTC.

(i) ***Successor Securities Depository; Transfers Outside Book-Entry-Only System.*** In the event that the BCRUA or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the BCRUA to DTC (as described in Section 35 of this Resolution) or DTC determines to discontinue providing its services with respect to the Bonds, the BCRUA shall (i) appoint a successor securities depository, qualified to act as such under Section 17A 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 Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

(j) ***Payments to Cede & Co.*** Notwithstanding any other provision of this Resolution 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 representation letter of the BCRUA to DTC.

(k) ***Notice of Redemption.*** In addition to the method of providing a notice of redemption set forth in the FORM OF BOND, the Paying Agent/Registrar shall give notice of redemption of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that it is received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Registered Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date. Each notice of redemption, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the Series, the

date of issue, the interest rate or rates, the maturity date, the CUSIP number, a reference to the certificate numbers and the amounts called of each certificate, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed, including a contact person and telephone number. All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such Registered Owner.

(1) **Conditional Notice of Redemption.** With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Resolution 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 BCRUA, 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 BCRUA 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.

Section 6. FORM OF BOND. The form of the Bond, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State, with respect to the Bonds initially issued and delivered pursuant to this Resolution, shall be, respectively, substantially as set forth in Exhibit "C", with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution and any Award Certificate including specifically information relating to payment dates, the Bond date and redemption provisions.

Section 7. PLEDGE OF BOND PAYMENTS. (a) **Pledge.** The BCRUA hereby covenants and agrees that the Bond Payments are hereby irrevocably pledged to the payment and security of the Bonds Similarly Secured including the establishment and maintenance of the special funds or accounts created and established on the books and records of the BCRUA for the payment and security thereof, all as hereinafter provided; and it is hereby resolved that the Bonds Similarly Secured, and the interest thereon, shall constitute a lien on and pledge of the Bond Payments and be valid and binding without any physical delivery thereof or further act by the BCRUA, and the lien created hereby on the Bond Payments for the payment and security of the Bonds Similarly Secured shall be prior in right and claim as to any other indebtedness, liability, or obligation of the BCRUA or the BCRUA Project payable pursuant to the terms of the Contract. The BCRUA shall deposit the Bond Payments, as collected and received, into a separate fund and account on the books and records of the BCRUA known as the "Round Rock's Debt Service Fund," which has previously been created and is hereby confirmed, to be utilized pursuant to the Contract and Sections 9 and 12 hereof to pay the Bonds; provided, however, that the Board of the BCRUA may utilize any revenues, including those generated by the Contract, in excess of the Debt Service Requirements on the Bonds Similarly Secured for any lawful purpose in accordance with this Resolution and the Contract.

(b) **Perfection of Pledge.** Chapter 1208, as amended, Texas Government Code, applies to the issuance of the Bonds Similarly Secured and the lien on and pledge of Bond Payments granted by the BCRUA under subsection (a) of this Section, and such pledge is therefore valid, effective, and perfected. If State law is amended at any time while the Bonds Similarly Secured are outstanding and unpaid such that the pledge of the Bond Payments granted by the BCRUA is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds Similarly Secured the perfection of the security interest in this pledge, the Board agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, as amended, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

Section 8. RATES AND CHARGES. For the benefit of the Registered Owners of the Bonds Similarly Secured and in addition to all provisions and covenants in the laws of the State and in this Resolution, the Contract between the BCRUA and Round Rock expressly stipulates and agrees, while any of the Bonds Similarly Secured are Outstanding, Round Rock will fix and collect such rates and charges for services to be supplied by the Round Rock System as will produce gross revenues at all times during the term of the Contract in an amount equal to pay all of the expenses of operation and maintenance of the Round Rock System including Annual Payments and Bond Payments under the Contract and all other amounts required by the laws and the provisions of the ordinances or resolutions authorizing the Round Rock Utility Bonds or other obligations now or hereafter outstanding payable, in whole or in part, from the net revenues of the Round Rock System, including the amounts required to pay all principal of and interest on such Round Rock Utility Bonds and other obligations. The BCRUA hereby expressly stipulates that it will maintain rates and charges through the Bond Payments to meet the debt service requirements on the Bonds Similarly Secured and agrees that it will take all appropriate action to enforce such terms of the Contract while any of the Bonds Similarly Secured are Outstanding.

The Registered Owners shall never have the right to demand payment for the Bonds out of any funds raised or to be raised from taxation by Round Rock or the BCRUA.

Section 9. DISTRIBUTION OF BOND PAYMENTS. After the Bond Payments have been received by the BCRUA such payments shall be further deposited into the Debt Service Fund as required by this Resolution.

Section 10. DEBT SERVICE FUND; CONSTRUCTION FUND; ESCROW FUND. (a) **Debt Service Fund.** For purposes of providing funds to pay the principal of and interest on the Bonds Similarly Secured as the same become due and payable, the BCRUA agrees to maintain, at the Depository, a separate and special fund or account to be created and known as the "Brushy Creek Regional Utility Authority, Inc. City of Round Rock, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Debt Service Fund" (the "Debt Service Fund"). The BCRUA covenants that there shall be deposited into the Debt Service Fund prior to each principal and interest payment date solely from the available Bond Payments made by Round Rock pursuant to Section 9 of this Resolution an amount equal to one hundred per cent (100%) of the amount required to fully pay the interest on and the principal of the Bonds Similarly Secured then falling due and payable, such deposits to pay maturing principal

and accrued interest on the Bonds Similarly Secured to be made in substantially equal monthly installments on or before the first day of each month. If the Bond Payments in any month are insufficient to make the required payments into the Debt Service Fund, then the amount of any deficiency in such payment shall be added to the amount otherwise required to be paid into the Debt Service Fund in the next month.

The required monthly deposits to the Debt Service Fund for the payment of principal of and interest on the Bonds Similarly Secured shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Debt Service Fund is equal to the amount required to fully pay and discharge all Outstanding Bonds Similarly Secured (principal and interest) or, (ii) the Bonds Similarly Secured are no longer Outstanding.

Any surplus proceeds from the sale of the Bonds, including investment income therefrom, not expended for authorized purposes shall be deposited into the Debt Service Fund, and such amounts (i.e., accrued and investment interest) so deposited into the Debt Service Fund shall reduce the sum otherwise required to be deposited in the Debt Service Fund from Bond Payments.

(b) **Construction Fund.** The BCRUA hereby creates and establishes and shall maintain on the books and records of the BCRUA a separate fund or account to be entitled the "Brushy Creek Regional Utility Authority, Inc. City of Round Rock, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024, Construction Fund" for use by the BCRUA for payment of Round Rock's share of the BCRUA Project. The BCRUA shall deposit the net proceeds from the sale of the Bonds released from escrow as provided in Section 10(c) below into the Construction Fund as provided in this Resolution. Funds in the Construction Fund shall be used for payment of Round Rock's share of BCRUA Project Costs. Upon payment of all such costs, any moneys remaining on deposit in the Construction Fund shall be transferred to the Debt Service Fund.

(c) **Escrow Fund.** The Escrow Agreement between the BCRUA and the escrow agent named therein (the "Escrow Agent") substantially in the form and content presented at this meeting and shown on Exhibit "E" attached hereto, specifying the duties and responsibilities of the BCRUA and the Escrow Agent, is hereby approved and the BCRUA Representative is hereby authorized and directed to execute the Escrow Agreement on behalf of the BCRUA. The BCRUA Representative in the Award Certificate shall select an eligible institution to serve as Escrow Agent.

On the closing date, the BCRUA shall cause the proceeds from the sale of the Bonds to be deposited into the Escrow Fund or, if agreed to by the Purchaser, all or a portion of the proceeds of the Bonds may be deposited into the Construction Fund.

Moneys disbursed from the Escrow Fund established pursuant to the Escrow Agreement shall be applied only for the costs of issuance of the Bonds or the BCRUA Project Costs.

The security for, and the investment of, funds on deposit in the Escrow Fund shall be governed by the provisions of the Escrow Agreement.

Section 11. DEFICIENCIES - EXCESS BOND PAYMENTS. (a) *Deficiencies.* If on any occasion there shall not be sufficient Bond Payments to make the required deposits into the Debt Service Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Bond Payments and such payments shall be in addition to the amounts required to be paid into these funds or accounts during such month or months.

(b) *Excess Bond Payments.* Subject to making the required deposits to the Debt Service Fund when and as required by this Resolution, any resolution authorizing the issuance of any currently Outstanding Bonds Similarly Secured or any resolution authorizing the issuance of Additional Bonds, any excess Bond Payments may be used by the BCRUA for any lawful purpose including, but not limited to, the redemption of any Bonds Similarly Secured.

Section 12. PAYMENT OF BONDS. While any of the Bonds Similarly Secured are Outstanding, the General Manager or other authorized BCRUA official, shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Debt Service Fund, if necessary, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Bonds Similarly Secured as such installment accrues or matures; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the Business Day next preceding the date a debt service payment is due on the Bonds Similarly Secured.

Section 13. INVESTMENTS. Funds held in any fund or account created, established, or maintained pursuant to this Resolution shall be invested as permitted by the provisions of the BCRUA investment policy and the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code and secured (to the extent not insured by the Federal Deposit Insurance Corporation) to the fullest extent required by the Public Funds Collateral Act, as amended, Chapter 2257, Texas Government Code. All interest and income derived from deposits and investments in any fund shall immediately be credited to, and any losses debited from, the fund from which such funds were derived. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

Section 14. ISSUANCE OF ADDITIONAL BONDS. In addition to the right to issue bonds of inferior lien as authorized by the laws of this State, the BCRUA reserves the right hereafter to issue Additional Bonds. The Additional Bonds, when issued, shall be payable from and secured by a lien on and pledge of the Bond Payments in the same manner and to the same extent as the Bonds and the other Bonds Similarly Secured, and shall in all respects be of equal dignity. The Additional Bonds may be issued in one or more series provided, however, that no Additional Bonds, shall be issued unless and until the following conditions have been met:

(i) Except for a refunding to cure a default, the BCRUA is not then in default as to any covenant, condition or obligation prescribed in the resolutions authorizing the issuance of the Bonds Similarly Secured or the Contract (including any amendment or supplement thereto) and the funds under the resolution authorizing the same contains the amounts then required to be therein;

(ii) A consulting engineer certifies to the BCRUA the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the BCRUA Project as now or hereafter defined in the Contract; provided, however this certification shall not be necessary for the issuance of any refunding bonds;

(iii) Round Rock, shall have approved the resolution(s) authorizing the issuance of the Additional Bonds as to form and content and acknowledged that the payment of principal of and interest on such Additional Bonds is payable, in whole or in part, from the Bond Payments to be made to the BCRUA under and pursuant to the Contract;

(iv) The resolution authorizing the issuance of the Additional Bonds provides for deposits to be made to the Debt Service Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as the same become due;

(v) Based upon an opinion of legal counsel to the BCRUA that there are legal, valid and bindings contracts then in effect pursuant to which Round Rock and others, if any, which are parties to such contracts are obligated to make payments to the BCRUA during each fiscal year (including periods when services of the BCRUA Project may not be available to such contracting parties and others) in such amounts as shall be necessary to provide to the BCRUA sufficient funds to pay when due all principal and interest on all Bonds, Additional Bonds and other Bonds Similarly Secured to be Outstanding after the issuance of the proposed Additional Bonds; and

(vi) So long as any Bonds that will be Outstanding after the issuance of the proposed Additional Bonds are owned by the Purchaser, the BCRUA shall have demonstrated to the satisfaction of the Executive Administrator of the Purchaser that Bond Payments will be sufficient for the repayment of all of the Bonds, Additional Bonds and other Bonds Similarly Secured to be Outstanding after the issuance of the proposed Additional Bonds.

The Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the Board of the BCRUA may deem to be in the best interest of the BCRUA; provided, however, such refunding bonds do not have to comply with paragraph (ii) of this Section 14.

Section 15. SPECIAL PROJECT BONDS. The BCRUA further reserves the right to issue bonds in one or more installments for the purchase, construction, improvement, extension, replacement, enlargement or repair of utility facilities necessary under a contract or contracts with persons, corporations, municipal corporations, political subdivisions, or entities including Round Rock, such bonds to be payable from and secured by the proceeds of such contract or contracts (other than the Contract). The BCRUA further reserves the right to refund such bonds and secure the payment of the debt service requirements on the refunding bonds in the same manner or as otherwise permitted by the laws of the State.

Section 16. MAINTENANCE OF BCRUA PROJECT - INSURANCE. The BCRUA covenants, agrees, and affirms its covenants that while the Bonds Similarly Secured remain outstanding it will maintain and operate the BCRUA Project with all possible efficiency and maintain casualty and other insurance on the properties of the BCRUA Project and its

operations of a kind and in such amounts customarily carried by municipal corporations in the State engaged in a similar type of business (which must be in an amount sufficient to protect the interests of the Registered Owners of the Bonds Similarly Secured in the BCRUA Project); and that it will faithfully and punctually perform all duties with reference to the BCRUA Project required by the laws of the State. All money received from losses under such insurance policies, other than public liability policies, shall be retained for the benefit of the Registered Owners of the Bonds Similarly Secured until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses of the BCRUA Project. Nothing in this Resolution shall be construed as requiring the BCRUA to expend any funds which are derived from sources other than the operation of the BCRUA Project but nothing herein shall be construed as preventing the BCRUA from doing so.

Section 17. RECORDS AND ACCOUNTS - ANNUAL AUDIT. The BCRUA covenants, agrees, and affirms its covenants that so long as any of the Bonds Similarly Secured remain Outstanding, it will keep and maintain separate and complete records and accounts pertaining to the operations of the BCRUA Project in which complete and correct entries shall be made of all transactions relating thereto as provided by applicable law. The Registered Owners of any Bonds Similarly Secured or any duly authorized agent or agents of such Registered Owners shall have the right to inspect the BCRUA Project and all properties comprising the same. The BCRUA further agrees that following (and in no event later than six (6) months after) the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. The BCRUA will provide such the annual audit performed by an independent firm of Certified Public Accountants as set forth in Section 30 of this Resolution. Expenses incurred in making the annual audit of the operations of the BCRUA Project are to be regarded as Maintenance and Operating Expenses of the BCRUA Project.

Section 18. SALE OR ENCUMBRANCE OF BCRUA PROJECT. While any Bonds remain Outstanding, the BCRUA will not sell, dispose of or further encumber the BCRUA Project or any substantial part thereof; provided, however, that this provision shall not prevent the BCRUA from (i) pledging the Bond Payments to Additional Bonds or Special Project Bonds as set forth in Sections 14 and 15 of this Resolution or (ii) disposing of any part of the BCRUA Project which is being replaced or is deemed by the BCRUA to be obsolete, worn out, surplus or no longer needed for the proper operation of the BCRUA Project. Any agreement pursuant to which the BCRUA contracts with a person, corporation, municipal corporation or political subdivision to operate the BCRUA Project or to lease and/or operate all or part of the BCRUA Project shall not be considered as an encumbrance of the BCRUA Project; provided, however, no such agreement shall impair the pledge and lien on the Bond Payments.

Section 19. COMPETITION. To the extent it legally may, the BCRUA will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the BCRUA Project and will prohibit the operation of any such competing facilities.

Section 20. SPECIAL COVENANTS. The BCRUA further covenants and agrees that: (a) **Title.** The BCRUA lawfully owns or will own and is or will be lawfully possessed of the lands or easements upon which its BCRUA Project is and will be located, and has or will purchase good and indefeasible estate in such lands in fee simple, or has or will lawfully obtain any necessary easements to operate the BCRUA Project, and it warrants that it has or will obtain and will defend, the title to all the aforesaid lands and easements for the benefit of the Registered Owners of the Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Bond Payments to the payment of the Bonds Similarly Secured, in the manner prescribed herein, and that it has lawfully exercised such rights.

(b) **Liens.** The BCRUA will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or its BCRUA Project, and it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge upon its BCRUA Project, provided, however, that no such tax, assessment, or charge, and that no such claims which might be or other lien or charge, shall be required to be paid while the validity of the same shall be contested in good faith by the BCRUA.

(c) **Performance.** The BCRUA will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the resolutions authorizing the issuance of Bonds Similarly Secured, and in each and every of the Bonds Similarly Secured and pay from the Bond Payments the principal of and interest on every Bonds Similarly Secured on the dates and in the places and manner prescribed in such resolutions and Bonds Similarly Secured; and that it will, at the times and in the manner prescribed, or cause to be deposited from the Bond Payments the amounts required to be deposited into the Debt Service Fund; and the Registered Owners of the Bonds Similarly Secured may require the BCRUA, its officials, agents, and employees to carry out, respect, or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of Bonds Similarly Secured, as the case may be, including, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the BCRUA, its officials, agents, and employees.

(d) **Legal Authority.** The BCRUA is duly authorized under the laws of the State to issue the Bonds Similarly Secured; that all action on its part for the authorization and issuance of the Bonds Similarly Secured has been duly and effectively taken, and the Bonds Similarly Secured in the hands of the Registered Owners thereof are and will be valid and enforceable special obligations of the BCRUA in accordance with their terms payable solely from the Bond Payments.

(e) **Budget.** The BCRUA will prepare, adopt, and place into effect an annual budget (the "Annual Budget") for Maintenance and Operation Expenses of the BCRUA Project for each Fiscal Year, including in each Annual Budget such items as are customarily and reasonably contained in a utility system budget under generally accepted accounting procedures.

(f) **Permits.** The BCRUA will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the BCRUA Project and which have been obtained from any governmental agency; and the BCRUA has or will

obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the BCRUA Project.

Section 21. LIMITED OBLIGATIONS OF THE BCRUA. The Bonds Similarly Secured are limited, special obligations of the BCRUA payable from and equally and ratably secured solely by a lien on and pledge of the Bond Payments, and the Registered Owners thereof shall never have the right to demand payment of the principal of or interest on the Bonds Similarly Secured from any funds raised or to be raised through taxation by Round Rock or the BCRUA.

Section 22. DEFAULT AND REMEDIES. (a) *Events of Default.* Each of the following occurrences or events for the purpose of this Resolution 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 BCRUA, 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 Resolution, and, if such default is capable of cure, the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the BCRUA; or

(iii) a default by Round Rock under the Contract.

(b) *Remedies for Event of 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 BCRUA, or any official, officer or employee of the BCRUA in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Resolution, 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. The Registered Owners are third party beneficiaries to the Contract with the ability to enforce the provisions of the Contract for such period that a default exists under the Contract.

(ii) Upon the happening of any Event of Default, then and in every case the Purchaser, acting as a Registered Owner of the Bonds, may exercise all remedies available to it in law or equity, and any provision of this Resolution or the Bonds that restricts or limits the Purchaser's full exercise of such remedies shall be of no force and effect.

(iii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then Outstanding.

(iv) As long as an Insurer is not in payment default on the related Insurance Policy for the Bonds, the Insurer shall be deemed to be the sole Registered Owner of such Bonds insured by it for purposes of enforcing remedies in the Event of Default under this Resolution.

(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 Resolution, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Resolution.

(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 Resolution, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Resolution 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 BCRUA or the Board.

(iv) None of the members of the Board of Directors, nor any other official or officer, agent, or employee of the BCRUA, 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 Resolution, or because of any Event of Default or alleged Event of Default under this Resolution.

Section 23. AMENDMENT OF RESOLUTION. (a) ***Amendments Without Consent.*** This Resolution and the rights and obligations of the BCRUA and of the Registered Owners of the Bonds may be modified or amended at any time without notice to or the consent of any Registered Owner of the Bonds or any Bonds Similarly Secured, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the BCRUA contained in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the BCRUA in this Resolution;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Resolution, upon receipt by the Board of an opinion of counsel, that the same is needed for such purpose, and will more clearly express the intent of this Resolution;

(iii) To supplement the security for the Bonds, replace or provide additional Credit Agreement, or change the form of the Bonds or make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(v) To make such changes, modifications or amendments as are permitted by Section 30(c) of this Resolution;

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds; or

(vii) To assign the Contract to a trustee.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Resolution, the Registered Owners of Outstanding Bonds aggregating 51% in Outstanding principal amount shall have the right from time to time to approve any amendment, other than amendments described in Subsection (a) of this Section, to this Resolution which may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Resolution or in the Bonds so as to:

- (1) Make any change in the maturity of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by the Outstanding Bonds;
- (3) Reduce the amount of the principal payable on the Outstanding Bonds;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the owners of less than all Bonds then Outstanding; or
- (6) Change the minimum percentage of the Outstanding principal amount of Bonds necessary for consent to such amendment.

(c) ***Notice.*** (i) If at any time the Board shall desire to amend this Resolution other than pursuant to subsection (a) above, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New

York or the State including in the Texas Bond Reporter once during each calendar week for at least two (2) successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all owners of Bonds. Such publication is not required, however, if the Board gives or causes to be given such notice in writing to each Registered Owner of Bonds.

(ii) In the event S&P and/or Moody's maintains a rating on the Bonds, copies of any modification or amendment to this Resolution shall be sent to S&P and/or Moody's, as applicable, at least ten (10) days prior to the effective date thereof.

(d) ***Receipt of Consents.*** Whenever at any time not less than thirty (30) days, and within one (1) year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least 51% in Outstanding principal amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) ***Effect of Amendments.*** Upon the adoption by the Board of any resolution to amend this Resolution pursuant to the provisions of this Section, this Resolution shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the BCRUA and all the owners of then Outstanding Bonds and all future Bonds shall thereafter be determined, exercised, and enforced under the resolution and this Resolution, as amended.

(f) ***Consent Irrevocable.*** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication or other service of the notice provided for in this Section and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and the BCRUA, but such revocation shall not be effective if the owners of 51% in Outstanding principal amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) ***Ownership.*** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Registration Books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

(h) ***Insurer Consent.*** Notwithstanding the foregoing provisions of this Section, so long as any Insurer is not in payment default under its policy, no amendment or supplement to this Resolution may become effective except upon obtaining the prior written consent of any such Insurer.

Section 24. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE BONDS. (a) *Covenants.* The BCRUA 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 "IRS 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 BCRUA 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 IRS 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 BCRUA, with respect to such private business use, do not, under the terms of this Resolution 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 IRS 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 IRS 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 IRS 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 IRS 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 IRS 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 IRS 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 90 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 1.148-1(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 ten (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 IRS Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) 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 IRS Code and to pay to the United States of America, not later than sixty (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 IRS Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder; and

(b) ***Rebate Fund.*** In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the BCRUA 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 IRS Code.

(c) ***Proceeds.*** The BCRUA 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 BCRUA that the covenants contained herein are intended to assure compliance with the IRS 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 IRS Code, as applicable to the Bonds, the BCRUA 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 IRS

Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the BCRUA 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 IRS Code. In furtherance of such intention, the BCRUA hereby authorizes and directs the BCRUA Representative to execute any documents, certificates or reports required by the IRS Code and to make such elections, on behalf of the BCRUA, which may be permitted by the IRS Code as are consistent with the purpose for the issuance of the Bonds. This Resolution 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 BCRUA covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2 of this Resolution (the "Project") on its books and records in accordance with the requirements of the IRS Code. The BCRUA 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 BCRUA recognizes that in order for proceeds to be expended under the IRS Code, the sale proceeds or investment earnings must be expended no more than sixty (60) days after the earlier of (1) the fifth (5th) anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The BCRUA 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 BCRUA 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 BCRUA covenants that the property constituting the BCRUA Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the BCRUA of cash or other compensation, unless the BCRUA 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 BCRUA 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 25. RESOLUTION TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the BCRUA and the Registered Owners from time to time of the Bonds and the pledge made in this Resolution by the BCRUA and the covenants and agreements set forth in this Resolution to be performed by the BCRUA shall be for the equal and proportionate benefit, security, and protection of all Registered Owners, without preference,

priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Resolution.

Section 26. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 27. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BOND, whenever under the terms of this Resolution or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 28. LIMITATION OF BENEFITS WITH RESPECT TO THE RESOLUTION. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Resolution or the Bonds is intended or should be construed to confer upon or give to any person other than the BCRUA, the Registered Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Resolution and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the BCRUA, the Registered Owners, and the Paying Agent/Registrar as herein and therein provided.

Section 29. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE. The BCRUA Representative is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State. The BCRUA Representative is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds as permitted by Chapter 1202, Texas Government Code, in which case the BCRUA Representative also is authorized to request the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The BCRUA Representative is hereby authorized to execute the engagement letter submitted herewith for McCall, Parkhurst & Horton L.L.P. to serve as the BCRUA's Bond Counsel for the issuance of the Bonds. The approving legal opinion of the BCRUA's Bond Counsel and the assigned CUSIP numbers may, at the option of the BCRUA, be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners

of the Bonds. The preamble to this Resolution is hereby adopted and made a part of this Resolution for all purposes. If insurance is obtained on any of the Bonds, the Bonds shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 30. COMPLIANCE WITH RULE 15c2-12. (a) *Annual Reports.* The BCRUA shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the BCRUA ending in or after 2024, financial statements of the BCRUA if audited financial statements of the BCRUA are then available, and (2) if not available by such time, audited financial statements of the BCRUA, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with generally accepted auditing standards by a certified public account or licensed public accountant or such other accounting principles as the BCRUA may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the BCRUA 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 BCRUA 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 BCRUA 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 BCRUA otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) *Event Notices.* The BCRUA 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 BCRUA;
- (13) The consummation of a merger, consolidation, or acquisition involving the BCRUA or the sale of all or substantially all of the assets of the BCRUA, 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;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the BCRUA, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the BCRUA, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the BCRUA, any of which reflect financial difficulties.

For these purposes, (a) 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 BCRUA 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 BCRUA, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the BCRUA 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 BCRUA, and (b) the BCRUA intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The BCRUA shall file notice with the MSRB, in a timely manner, of any failure by the BCRUA 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 BCRUA shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the BCRUA remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the BCRUA 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 BCRUA 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 BCRUA'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 BCRUA 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 BCRUA 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 BCRUA, 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 BCRUA in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

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

The provisions of this Section may be amended by the BCRUA 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 BCRUA, 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 BCRUA (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 BCRUA 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 BCRUA 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 BCRUA so amends the provisions of this Section, the BCRUA 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.

Section 31. APPLICATION OF BOND PROCEEDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the BCRUA Representative as follows: an amount sufficient to accomplish the purposes of Section 2 shall be deposited in the Escrow Fund or Construction Fund as authorized by the Texas Water Development Board.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited to the Debt Service Fund as provided in Section 10 and applied to the payment of interest on the Bonds.

Section 32. DEFEASANCE PROVISIONS. (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 Resolution, 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 BCRUA 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 Bond Payments as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the BCRUA 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 Bond.

(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 Resolution. 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 BCRUA 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 BCRUA.

(c) Notwithstanding any provision of any other Section of this Resolution 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 BCRUA shall make proper arrangements to provide and pay for such services as required by this Resolution.

(d) Notwithstanding anything elsewhere in this Resolution, 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 BCRUA retains the right under State law to later call that Defeased Bond for redemption in accordance with the provisions of this Resolution, the BCRUA may call such Defeased Bond for redemption upon complying with the provisions of State 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.

Section 33. COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS. The provisions of this Section shall apply so long as the Bonds, or any of them, are owned by the Texas Water Development Board (the "TWDB"). The BCRUA will comply with all of the requirements contained in the resolution or resolutions adopted by the TWDB with respect to the issuance of the Bonds. In addition, in compliance with the TWDB's State Water Implementation Fund for Texas Loan Program Rules, the BCRUA agrees and covenants:

(a) Any loan proceeds from the Bonds that are determined to be surplus proceeds remaining after completion of one or more of the projects described in Section 2 hereof shall be used in a manner approved by the Executive Administrator. The foregoing notwithstanding, it is further provided, however, that any interest earnings on monies on deposit in the Construction Fund which are required to be rebated to the United States of America pursuant to Section 24 hereof in order to prevent the Bonds from being arbitrage bonds shall be transferred to the "Rebate Fund" hereinafter established and shall not be considered as interest earnings for purposes of this subsection.

(b) The BCRUA is solely responsible for liability resulting from acts or omissions of the BCRUA, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the BCRUA, its contractors, consultants, agents, officials and employees as a result of activities relating to the project, to the extent permitted by law.

(c) BCRUA shall report to the TWDB the amounts of project funds, if any, that were used to compensate historically underutilized businesses that worked on the project, in accordance with 31 TAC § 363.1312.

(d) The TWDB will purchase the Bonds, acting through the TWDB's designated trustee, and the Bonds shall be registered in the name of Cede & Co. and closed in book-entry form in accordance with 31 TAC Section 363.42(c)(1).

(e) Neither the BCRUA nor a related party thereto will acquire any of the TWDB's source series bonds in an amount related to the amount of the Bonds to be acquired from the BCRUA by the TWDB.

(f) Payments of principal and interest on the Bonds will be made to the TWDB via wire transfer at no cost to the TWDB.

(g) The BCRUA will provide the TWDB with copies of "as built plans" pertaining to the projects financed, in whole or in part, with any funds of the TWDB.

(h) Within 60 days of completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Bonds, BCRUA will provide a final accounting to the TWDB of the total costs of the projects; any surplus shall be used in a manner as approved by the Executive Administrator.

(i) So long as any Bonds are held by the TWDB, BCRUA will provide to the TWDB's Executive Administrator, within 180 days of the end of BCRUA fiscal year, a copy of each of its annual audited financial statements, to be submitted without charge.

(j) The BCRUA will maintain the records and accounts described in Section 17 hereof in accordance with generally accepted accounting principles necessary to demonstrate compliance

with the TWDB's financial assistance related legal and contractual provisions, in accordance with 31 TAC § 363.42(a)(2)(G).

(k) Upon request by the Executive Administrator, the BCRUA shall submit annual audits of Round Rock for the Executive Administrator's review.

(l) BCRUA will comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

Section 34. FURTHER PROCEDURES. The President of the Board, the BCRUA Representative, and all other officers, employees, and agents of the Board, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Board 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 Resolution, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith. The BCRUA Representative is authorized to sign this Resolution.

Section 35. DTC LETTER OF REPRESENTATION. The Board approves execution by the BCRUA Representative and delivery to DTC of a "Blanket Letter of Representations" with respect to the utilization by the Board of DTC's book-entry-only system and the Board intends to utilize such book-entry-only system in connection with the Bonds.

Section 36. BOND INSURANCE. (a) In connection with the sale of the Bonds, the BCRUA may obtain municipal bond insurance policies from one or more municipal bond insurers (the "Insurer") to guarantee the full and complete payment required to be made by or on behalf of the Board on some or all of the Bonds as determined by the BCRUA Representative. The BCRUA Representative is hereby authorized to sign a commitment letter with the Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies of a statement describing such insurance, in form and substance satisfactory to the Insurer and the BCRUA Representative, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Resolution.

(b) As long as an Insurer is not in default on the related Insurance Policy for the Bonds, the Insurer of a Series shall be deemed to be the sole Registered Owner of such Bonds insured by it for all purposes of this Resolution.

Section 37. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions which are in conflict or inconsistent with this Resolution are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 38. PUBLIC NOTICE. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Resolution was adopted; that this Resolution would be introduced and considered for adoption at said meeting; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 39. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Resolution or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Board or any officer, agent, employee or representative of the Board in his or her individual capacity, and neither the directors, officers, agents, employees or representatives of the Board nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 40. CREDIT AGREEMENTS. To the extent permitted by law, the BCRUA reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the BCRUA Representative that such Credit Agreements are in the best interest of the BCRUA given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in this Resolution. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) debt secured by a pledge of the Bond Payments on parity with the Bonds Similarly Secured (ii) debt secured by an inferior lien secured by a pledge of the Bond Payments subordinate to the Bonds Similarly Secured or (iii) partially parity and partially inferior lien.

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PASSED AND ADOPTED on this October 23, 2024.

**BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.**

BCRUA Representative

EXHIBIT A – Definitions
EXHIBIT B – Form of Award Certificate
EXHIBIT C – Form of Bond
EXHIBIT D – Paying Agent/Registrar Agreement
EXHIBIT E – Escrow Agreement

EXHIBIT A

DEFINITIONS

As used in this Resolution, the following terms and expressions shall have the meanings set forth below, unless the text in this Resolution specifically indicates otherwise.

The term *Additional Bonds* shall mean the obligations issued in accordance with the terms and conditions prescribed in Section 14 hereof.

The term *Annual Payments* shall have the meaning given in the Contract.

The term *Authorized Denominations* shall mean with respect to the Bonds the denomination of \$5,000 or any integral multiple thereof.

The term *Average Annual Debt Service Requirements* shall mean that average amount which, at the time of computation, will be required to pay the Debt Service Requirements on all outstanding Bonds Similarly Secured when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Debt Service Requirement by the number of Fiscal Years then remaining before Stated Maturity of such Bonds Similarly Secured. For purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from Bond proceeds shall be excluded in making the aforementioned computation.

The term *Award Certificate* shall mean the Certificate executed by the BCRUA Representative in connection with the Bonds that establishes the terms of the Bonds issued pursuant to Section 3 of this Resolution.

The term *BCRUA* shall mean Brushy Creek Regional Utility Authority, Inc. and any other public agency succeeding to the powers, rights, privileges and functions of the BCRUA and, when appropriate, the Board of Directors of the BCRUA.

The term *BCRUA Project* shall mean, collectively, the Land Interests and the improvements described in the recitals to the Contract and further described in the Preliminary Design Report, and as shown on Exhibit "D," Exhibit "D-1," Exhibit "D-2," Exhibit "D-3," Exhibit "E" and Exhibit "E-1" to the Contract. Without limitation the BCRUA Project includes the facilities, lines, intake structures, storage tanks, booster pumps and other appurtenances in the BCRUA Project, including specifically Phases 1B, 1C, and 1D, as described in Exhibit "E" to the Contract, including specifically Phase IIA as described in Exhibit "E-1" to the Contract, and the Phase II Regional System Components, as described in the Preliminary Design Report and owned by the BCRUA sufficient to treat the raw water and deliver the treated water to which the Cities, respectively, are entitled under the Contract.

The term *BCRUA Project Costs* means and includes, without limitation, the following costs incurred for the BCRUA Project by or on behalf of the BCRUA or the Cities: (i) the cost of acquisition of the Land Interests, including appraisals, closing costs and title insurance policies;

(ii) the cost of acquisition, construction, repair, replacement, improvement or decommissioning of the Facilities, and any structure, item of equipment, or other item, used for, or in connection with, the BCRUA Project; (iii) the cost of site preparation of the Land Interests, including demolition or removal of structures and improvements as necessary or incident to accomplishing the BCRUA Project; (iv) the cost of engineering, legal, architectural or other related services; (v) the preparation cost of plans, specifications, studies, surveys, cost estimates, and other expenses necessary or incident to planning, providing, or financing the BCRUA Project; (vi) the cost of machinery, equipment, furnishings, and facilities necessary or incident to placing the BCRUA Project in operation; (vii) finance charges and interest before, during, and after construction as permitted by the laws of the State; (viii) costs incurred in connection with financing the BCRUA Project, including, without limitation: (1) financing, legal, accounting, financial advisory, rating agency, and auditing fees, expenses and disbursements; (2) the cost of printing, engraving, and reproduction services; and (3) the cost of a trustee's or paying agent's initial or acceptance fee and subsequent fees; (ix) all costs, fees and expenses of litigation of all kinds; (x) the cost of property casualty and public liability insurance; (xi) the fees and costs of the Purchaser as the anticipated purchasers of the Bonds; (xii) reimbursement of the costs previously incurred by the Cities with respect to the BCRUA Project; and (xiii) other costs generally recognized as part of BCRUA Project construction costs.

The term *BCRUA Representative* shall mean the General Manager of the BCRUA or in his or her absence the President of the Board of BCRUA or such other person authorized by the Board to act as a BCRUA Representative.

The term *Bond Payments* shall mean the payments defined as "Bond Payments" within the Contract that the BCRUA expects to receive from the City of Round Rock, Texas pursuant to the terms of the Contract.

The term *Bonds* shall mean and include collectively the Bonds issued and delivered pursuant to this Resolution and the Award Certificate for the Bonds 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.

The term *Bonds Similarly Secured* shall mean the Outstanding Series 2016 Bonds, the Outstanding Series 2017 Bonds, the Outstanding Series 2023 Bonds, the Bonds issued pursuant to this Resolution and any Additional Bonds hereafter issued by the BCRUA or bonds issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a lien on and pledge of the Bond Payments.

The term *Business Day* shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term *Certified Public Accountant* shall mean an independent certified public accountant or firm of independent certified public accountants.

The term *Closing Date* shall mean the date of physical delivery of the Bonds issued pursuant to this Resolution for the payment in full by the Purchaser.

The term *Contract* shall mean the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project, dated as of September 2, 2008, as amended by a "First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of January 22, 2009, by a "Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of October 20, 2010, by a "Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of February 22, 2012, by a "Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 25, 2018, by a "Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of April 22, 2021, by a "Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of December 15, 2021, and by a "Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project" dated as of March 27, 2024 and together with any additional amendments and supplements thereto (which by the term of such instrument is designated as a supplement or amendment to such Contract).

The term *Credit Agreement* shall mean an insurance policy, a surety bond (including any supporting insurance agreement), a letter or line of credit or other type of enhancement issued in support of any Bonds Similarly Secured by a Credit Agreement Provider at the request of the BCRUA.

The term *Credit Agreement Provider* shall mean (i) with respect to any Credit Agreement consisting of a policy of municipal bond insurance or a surety bond, an issuer of policies of insurance insuring the timely payment of scheduled debt service on governmental obligations such as the Bonds Similarly Secured, provided that a Rating Agency having an outstanding rating on the Bonds Similarly Secured would rate the Bonds Similarly Secured upon delivery of the Bonds Similarly Secured fully insured by a standard policy issued by the issuer in its highest generic rating category for such obligations; and (ii) with respect to any Credit Agreement consisting of a letter or line of credit, any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds Similarly Secured would rate the Bonds Similarly Secured in one of its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Bonds Similarly Secured and the interest thereon.

The term *Debt Service Fund* shall mean the special fund or account created and established by the provisions of Section 10(a) of this Resolution.

The term *Debt Service Requirements* shall mean as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid

or set aside by the BCRUA as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest calculated by (a) either (i) an interest rate equal to the average rate borne by such Bonds (or by comparable debt in the event that such Bonds have not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, (ii) if the Bonds bear interest at tax-exempt rates, an interest rate equal to the 24 month average of the Index (as most recently published in The Bond Buyer), unless such index is no longer published in The Bond Buyer, in which case the index to be used in its place shall be that index which the BCRUA Representative determines most closely replicates such index as set forth in a certificate of a BCRUA Representative, (iii) if the Bonds bear interest at taxable rates, an interest rate equal to the rate of the 30 day London Interbank Offered Rate, (iv) that interest rate which, in the judgment of the BCRUA Representative, based, to the extent possible, upon an accepted market index which corresponds with the provisions of the subject Bonds, is the average rate anticipated to be in effect with respect to such Bonds or (v) that interest rate which, in the judgment of the BCRUA Representative, based upon the interest rate methodology in the applicable Credit Agreement if calculating payments under a Credit Agreement, is the average rate anticipated to be in effect; and (b) that the debt service of such bonds is amortized such that annual debt service is substantially level over the remaining stated life of such bonds, and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

The term *Defeasance Securities* shall mean (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 Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of 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 Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of 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 in existence at the time of such defeasance that may be used to defease obligations such as the Bonds. The foregoing notwithstanding, the BCRUA Representative may elect in the Award Certificate to modify this definition of "Defeasance Securities" by eliminating any securities or obligations set forth in the preceding sentence upon determining that it is in the best interests of the BCRUA to do so.

The term *Depository* shall mean an official depository bank of the BCRUA.

The term *Designated Trust Office* shall have the meaning ascribed to said term in Section 5(b) of this Resolution.

The term *DTC* shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term *DTC Participant* shall mean 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 term *Federal Securities* shall mean direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

The term *Financial Obligation* shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The term *Fiscal Year* shall mean the twelve-month accounting period used by the BCRUA in connection with the operation of the BCRUA Project, currently ending on September 30th of each year, which may be any twelve consecutive month period established by the BCRUA, but in no event may the Fiscal Year be changed more than one time in any three-calendar year period.

The term *Fitch* shall mean Fitch Investors Service, L.P., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency designated by the BCRUA.

The term *Interest Payment Date* shall mean the date semiannual interest is payable on the Bonds, while any of the Bonds remain Outstanding as established in the Award Certificate.

The term *IRS Code* shall mean the Internal Revenue Code of 1986, as amended.

The term *Land Interests* shall mean the fee simple interests and/or the easements, right-of-way and other interests in real property necessary for the acquisition, construction and operation of the BCRUA Project.

The term *Maintenance and Operation Expenses* shall mean the expenses necessary to provide for the administration, efficient operation and adequate maintenance of the BCRUA's System, including the cost of purchasing water, paying necessary wages, salaries, and benefits, the acquisition of property and materials necessary to maintain the System in good condition and to operate it efficiently, together with such other costs and expenses as may now or hereafter be defined by law as proper maintenance and operation expenses of the System, including Operation and Maintenance Expenses (as defined in the Contract).

The term *Maturity* shall mean the date on which the principal of a Bond becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption or otherwise.

The term *Moody's* shall mean Moody's Investors Service, Inc., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency designated by the BCRUA.

The term *MSRB* shall mean the Municipal Securities Rulemaking Board.

The term *Outstanding* shall mean when used in this Resolution with respect to Bonds Similarly Secured means, as of the date of determination, all Bonds Similarly Secured of any series issued and delivered pursuant to this Resolution or the resolution authorizing such Bonds Similarly Secured, as the case may be, except:

- (1) those Bonds Similarly Secured canceled by the applicable Paying Agent/Registrar or delivered to the applicable Paying Agent/Registrar for cancellation;
- (2) those Bonds Similarly Secured for which payment has been duly provided by the BCRUA in accordance with the provisions of Section 32 of this Resolution (or similar provisions of a resolution authorizing other Bonds Similarly Secured) by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Defeasance Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such Bonds Similarly Secured are to be redeemed, notice of redemption thereof shall have been duly given pursuant to this Resolution or irrevocably provided to be given to the satisfaction of the applicable Paying Agent/Registrar, or waived; and
- (3) those Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds Similarly Secured have been registered and delivered in lieu thereof as provided in Section 5(f) of this Resolution (or similar provisions of a resolution authorizing other Bonds Similarly Secured).

The terms *Paying Agent/Registrar*, *Paying Agent* or *Registrar* shall mean the agent selected by the BCRUA Representative to perform such function in the Award Certificate or any successor agent under the Paying Agent/Registrar Agreement

The term *Preliminary Design Report* shall mean, collectively, the following described documents:

- (i) *Treatment Plant PDR*, "Brushy Creek Regional Water Treatment Plant; Preliminary Design Report" prepared by Camp Dresser & McKee, Inc., dated July, 2008;
- (ii) *Raw Water PDR*, "Brushy Creek Regional Water Supply Project – Phase 1 Raw Water Facilities – Floating Intake and Raw Water Pipeline; Preliminary Design Report" prepared by Carter & Burgess, Inc., dated October 2007;

(iii) *Treated Transmission Main, Segment 1 PDR*, "Brushy Creek Regional Utility Authority 78 inch Water Transmission Main Preliminary Engineering Report" prepared by Lockwood, Andrews & Newman, Inc., dated May 24, 2007; and

(iv) *Treated Transmission Main, Segment 2C PDR*, "Preliminary Engineering Report – Treated Water Transmission Line Segment 2C" prepared by K. Friese & Associates, Inc., dated September 2007.

The term *Purchaser* shall mean the Texas Water Development Board.

The term *Rating Agencies* shall mean S&P, Moody's and/or Fitch according to which of such rating agencies then rates the Bonds Similarly Secured of the applicable series; and provided that if no such rating agency then rates any series of Bonds Similarly Secured of such series, the term "*Rating Agency*" shall refer to any national rating agency (if any) which provides such rating.

The term *Record Date* shall mean, with respect to the Bonds, the Business Day of each month as set forth in the Award Certificate.

The term *Registration Books* shall mean the books or records relating to the registration, payment and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5 of this Resolution.

The term *Registered Owner* shall mean the entity or person in whose names any of the Bonds are registered in the Registration Books.

The term *Resolution* shall mean this resolution adopted by the Board on October 23, 2024.

The term *Round Rock* means the City of Round Rock, Texas, a home-rule municipality.

The term *Round Rock System* shall mean the combined water and wastewater system of Round Rock together with all future extensions, improvements, enlargements, and additions thereto, including, to the extent permitted by law, storm sewer and drainage and/or reclaimed water systems which are integrated with the waterworks or wastewater disposal system, and all replacements thereof, provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term Round Rock System shall not include any waterworks or wastewater facilities which are declared by Round Rock not to be a part of the Round Rock System and which are hereafter acquired or constructed by Round Rock with the proceeds from the issuance of "Special Facilities Bonds," which are not secured by or payable from the net revenues of the Round Rock System, but which are secured by and are payable solely from special contract revenues, or payments received from Round Rock or any other legal entity, or any combination thereof, in connection with such facilities; and such revenues or payments shall not be considered as or constitute gross revenues of the Round Rock System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such "Special Facilities Bonds."

The term *Round Rock Utility Bonds* shall mean the bonds, notes or other obligations issued by Round Rock secured by a lien on and pledge of the net revenues of the Round Rock System or any

part thereof regardless of lien priority including such bonds, notes or other obligations now or hereafter outstanding.

The term *Rule* shall mean SEC Rule 15c2-12, as amended from time to time.

The term *S&P* shall mean S&P Global Ratings, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *S&P* shall be deemed to refer to any other nationally recognized securities rating agency designated by the BCRUA.

The term *SEC* shall mean the United States Securities and Exchange Commission.

The term *Series 2016 Bonds* shall mean the "Brushy Creek Regional Utility Authority, Inc. City of Round Rock, Texas Contract Revenue Refunding Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2016."

The term *Series 2017 Bonds* shall mean the "Brushy Creek Regional Utility Authority, Inc. City of Round Rock, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2017."

The term *Series 2023 Bonds* shall mean the "Brushy Creek Regional Utility Authority, Inc. City of Round Rock, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2023."

The term *Special Project Bonds* shall mean obligations which the BCRUA expressly reserves the right to issue in Section 15 of this Resolution.

The term *State* shall mean the State of Texas.

The term *Stated Maturity* shall mean, when used with respect to the Bonds, the scheduled maturity or mandatory sinking fund redemption date of a series of the Bonds.

EXHIBIT B
FORM OF AWARD CERTIFICATE

[See Separate Tab of Transcript]

EXHIBIT C

FORM OF BOND

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the BCRUA Representative in the Award Certificate.)

**REGISTERED
NO. _____**

**REGISTERED
AMOUNT
\$ _____**

**UNITED STATES OF AMERICA
STATE OF TEXAS
BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
CITY OF ROUND ROCK, TEXAS CONTRACT REVENUE BOND
(BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION
PROJECT), SERIES 2024**

ISSUANCE DATE: STATED MATURITY INTEREST RATE: CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ **DOLLARS**

The Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), a non-profit corporation of the State of Texas, with its principal office in Round Rock, Texas, for value received, hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the Issuance Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* of each year commencing _____*.

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the "Holder") upon presentation and surrender, at a corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the _____* day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. In addition, interest may be paid by such other method, acceptable to the Texas Water Development Board, or such other Registered Owner, requested by, and at the risk and expense, of the Registered Owner; provided, however, that if this Bond is owned by the Texas Water Development Board, interest will be paid by wire transfer or other method acceptable to the Texas Water Development Board, and there will be no charge.

This Bond is one of the series specified in its title dated as of _____, 2024, and issued in the aggregate principal amount of \$ _____* (the "Bonds") pursuant to a resolution adopted by the governing body of the BCRUA (the "Resolution"), to pay (i) ROUND ROCK'S SHARE OF THE COSTS OF DESIGNING, CONSTRUCTING, ACQUIRING, IMPROVING AND/OR EXPANDING THE BCRUA PROJECT INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF THE PHASE 1D WATER TREATMENT PLANT EXPANSION, THE PHASE 2 RAW WATER DELIVERY SYSTEM AND ELECTRICAL UTILITY IMPROVEMENTS FOR THE PHASE 2 RAW WATER PUMP AND (ii) THE COSTS OF ISSUANCE OF THE BONDS.

The Bonds stated to mature on and after _____* may be redeemed prior to their Stated Maturities, at the option of the BCRUA, on _____*, or on any date thereafter, in whole or in part, and, if in part, the BCRUA shall select and designate the maturity or maturities in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Resolution for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar,

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the BCRUA or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Bonds of this series are special obligations of the BCRUA payable from and equally and ratably secured solely by a lien on and pledge of the Bond Payments received by the BCRUA from the City of Round Rock, Texas pursuant to the provisions of the Contract. In the Resolution, the BCRUA reserves and retains the right to issue Additional Bonds, without limitation as to principal amount but subject to any terms, conditions, or restrictions set forth in the Resolution or as may be applicable thereto under law or otherwise. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the BCRUA or BCRUA Project, except with respect to the Bond Payments. The Bonds are not obligations of the State of Texas.

The Holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Reference is hereby made to the Resolution, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description and nature of the Special Payments pledged for the payment of the Bonds; the terms and conditions under which the BCRUA may issue Additional Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the BCRUA and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Resolution. Capitalized terms used herein have the same meanings assigned in the Resolution.

This Bond, subject to certain limitations contained in the Resolution, may be transferred on the Registration Books upon presentation and surrender at a corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The BCRUA and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the BCRUA nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment 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 BCRUA. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" - which shall be fifteen (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 Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding special obligation of the BCRUA have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a lien on and pledge of the Bond Payments and as otherwise provided in this Resolution. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of the BCRUA has caused this Bond to be duly executed with the manual or facsimile signature of the President of the Board and countersigned with the manual or facsimile signature of the Secretary of the Board and has caused the official seal of the BCRUA to be duly impressed, or placed in facsimile, on this Bond.

BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC.

President, Board of Directors

ATTESTED:

Secretary, Board of Directors

(SEAL)

C. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS
THE STATE OF TEXAS

§§
§§

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 duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

This Bond has been duly issued under the provisions of the within-mentioned Resolution; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____

as Paying Agent/Registrar

By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____

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

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed: _____

F. The Initial Bond of each series shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

- i) immediately under the name of the Bond(s) the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below" and "CUSIP No." shall be deleted;
- ii) the first two paragraphs shall read as follows:

The Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), a non-profit corporation of the State of Texas, with its principal office located in Round Rock, Texas, for value received, hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the _____* day of _____* in each of the years and in principal installments and bearing interest at per annum rates in accordance with the following schedule:

Principal <u>Amount</u>	Maturity (_____)	Interest <u>Rate</u>
----------------------------	---------------------	-------------------------

(Information to be inserted from Award Certificate)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the _____*, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____*, commencing _____* (the "Interest Payment Date").

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the Holder), upon its presentation and surrender, at a corporate trust office of _____, _____, _____ (the "Paying Agent/Registrar"). Interest shall be payable to the _____

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

iii) the Initial Bond shall be numbered "T-1."

G. Insurance Legend. If an insurance policy is obtained by the Purchaser or the BCRUA for any Bonds, the definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the Insurer.

EXHIBIT D
PAYING AGENT/REGISTRAR AGREEMENT

[See Separate Tab of Transcript]

EXHIBIT E
ESCROW AGREEMENT

[See Separate Tab of Transcript]

EXHIBIT "B"

FORM OF PRIVATE PLACEMENT MEMORANDUM

[See Separate Tab of Transcript]

EXHIBIT "C"

APPROVAL CERTIFICATE

The undersigned City Manager of the City of Round Rock, Texas, pursuant to the resolution adopted by the City Council on October 24, 2024 (the "Approving Resolution") approving "A Resolution Approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the Issuance of Brushy Creek Regional Utility Authority, Inc. City of Round Rock, Texas Contract Revenue Bonds, (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024; Establishing the Procedures for Selling and Delivering the Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds" authorizing the issuance of obligations designated as "Brushy Creek Regional Utility Authority Inc., City of Round Rock, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024" (the "Bonds") do hereby approve the following terms of the Bonds:

- (i) the total principal amount of the Bonds of \$31,500,000;
- (ii) the purchase price for the Bonds is \$31,500,000;
- (iii) the dated date of the Bonds is November 15, 2024;
- (iv) the interest rates and maturity schedule for the Bonds are as set forth below:

<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>
\$1,140,000	2025	2.240%	\$1,235,000	2038	2.900%
860,000	2026	1.990	1,275,000	2039	3.000
885,000	2027	1.970	1,320,000	2040	3.100
910,000	2028	2.000	1,370,000	2041	3.150
940,000	2029	2.020	1,415,000	2042	3.200
965,000	2030	2.180	1,470,000	2043	3.230
995,000	2031	2.180	1,525,000	2044	3.380
1,025,000	2032	2.250	1,580,000	2045	3.420
1,055,000	2033	2.330	1,645,000	2046	3.420
1,090,000	2034	2.380	1,710,000	2047	3.420
1,120,000	2035	2.530	1,775,000	2048	3.580
1,155,000	2036	2.670	1,845,000	2049	3.580
1,195,000	2037	2.790			

- (v) the Bonds are subject to optional redemption as set forth below:

On February 1, 2035, or on any date thereafter, the Bonds of this series maturing on and after August 1, 2035 may be redeemed prior to their scheduled maturities, at the option of the Brushy Creek Regional Utility Authority Inc., 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 less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

- (vi) Interest on the Bonds accrues from the date of delivery and interest is payable each February 1 and August 1, commencing February 1, 2025.

[The Remainder of this page is Intentionally Left Blank]

EXECUTED AND DELIVERED this 24th day of October, 2024.

Title: City Manager
City of Round Rock, Texas



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Guaranteed Price Amendment to the Construction Manager at Risk Standard Form of Agreement between the City and SpawGlass Contractors, Inc. for the Old Settlers Buildout Project- Tennis and Pickleball Courts (Package 3).

Type: Resolution

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Chad McDowell, Director of General Services

Cost: \$13,971,898.00

Indexes: 2023 General Obligation Bonds

Attachments: Resolution, Exhibit A, 1295

Department: General Services

Text of Legislative File 2024-282

The Round Rock City Council previously approved a Construction Manager at Risk agreement with Spaw Glass Contractors, Inc. for the delivery of the Old Settlers Park Build-out Project. This amendment is for a Guaranteed Maximum Price for the construction of the Tennis and Pickleball Courts as part of the Adult Recreation Complex Expansion. Spaw Glass will construct seventeen tennis courts and nine pickleball courts with associated seating, site utilities, and parking. This construction will be for the full build-out of the facility. The Guaranteed Maximum Price for the project is \$13,971,898.00. With City Council approval of the Guaranteed Maximum Price, construction could start in December 2024 and be substantially complete by November 2025.

Cost: \$13,971,898.00

Source of Funds: 2023 General Obligation Bonds

RESOLUTION NO. R-2024-282

WHEREAS, the City of Round Rock entered into a contract on December 21, 2023 with SpawGlass Contractors, Inc., entitled “Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price” (“Agreement”), and such contract is for the Old Settlers Park Buildout Project – Tennis & Pickleball Courts (Package 3B); and

WHEREAS, the terms of said Agreement require the submission of an Exhibit “A” to the Agreement titled, “Guaranteed Maximum Price Amendment” (“Amendment”); and

WHEREAS, the City Council wishes to accept and execute said Amendment to the Agreement,
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, Guaranteed Maximum Price Amendment to the Agreement with SpawGlass Contractors, Inc. for the Old Settlers Park Buildout Project – Tennis & Pickleball Courts (Package 3B), a copy of said Amendment 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 24th day of October, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk



AIA Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Old Settlers Park Buildout – Package 3B – Tennis & Pickleball Courts
Old Settlers Park 3300 E Palm Valley Blvd, Round Rock, TX 78665

THE OWNER:

(Name, legal status, and address)

City of Round Rock
221 East Main Street, Round Rock, TX 78644

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

SpawGlass Contractors, Inc.
1111 Smith Road, Austin, TX 78721

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million Nine Hundred Seventy One Thousand Eight Hundred Ninety Eight Dollars and No Cents (\$ 13,971,898.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Reference attached GMP Package – TAB 06

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

December 27th, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: October 29, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Tennis & Pickleball Center – 100% Construction Documents Technical Specifications as issued by Kimley Horn on July 1st, 2024

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Tennis & Pickleball Center – 100% Bidding Documents as issued by Kimley Horn on August 1st, 2024
Tennis & Pickleball Center - Addendum No. 1 as issued by Kimley Horn on August 30th, 2024

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Permanent Fencing Allowance	\$100,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Reference attached GMP Package – TAB 05

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Craig Morgan Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

David Paden Division President
(Printed name and title)

Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:27:37 ET on 09/27/2024.

PAGE 1

Old Settlers Park Buildout – Package 3B – Tennis & Pickleball Courts
Old Settlers Park 3300 E Palm Valley Blvd, Round Rock, TX 78665

...

City of Round Rock
221 East Main Street, Round Rock, TX 78644

...

SpawGlass Contractors, Inc.
1111 Smith Road, Austin, TX 78721

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million Nine Hundred Seventy One Thousand Eight Hundred Ninety Eight Dollars and No Cents (\$ 13,971,898.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Reference attached GMP Package – TAB 06

...

☒ Established as follows:

...

December 27th, 2024

PAGE 3

☒ By the following date: October 29, 2025

...

Tennis & Pickleball Center – 100% Construction Documents Technical Specifications ass issued by Kimley Horn on July 1st, 2024

...

Tennis & Pickleball Center – 100% Bidding Documents as issued by Kimley Horn on August 1st, 2024
Tennis & Pickleball Center - Addendum No. 1 as issued by Kimley Horn on August 30th, 2024

PAGE 4

Permanent Fencing Allowance

\$100,000.00

...

Reference attached GMP Package – TAB 05

...

Craig Morgan Mayor

David Paden Division President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David Paden, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:27:37 ET on 09/27/2024 under Order No. 4104243609 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRESIDENT

(Title)

9/30/2024

(Dated)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2024

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 have **ADDITIONAL INSURED** provisions or 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 Adams Risk Management Services, LLC Adams Insurance Service, Inc. 427 W. 20th Street, Suite 500 Houston TX 77008	CONTACT NAME: Mirta Tamez PHONE (A/C, No, Ext): (713) 869-8346 E-MAIL ADDRESS: mtamez@adamsins.com FAX (A/C, No): (713) 869-9144												
INSURED SpawGlass Contractors, Inc. 1111 Smith Road Austin, TX 78721	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: American Contractors Insurance Co. RRG</td><td>NAIC # 12300</td></tr><tr><td>INSURER B: ACIG Insurance Company</td><td>19984</td></tr><tr><td>INSURER C: Travelers Lloyds Insurance Company</td><td>41262</td></tr><tr><td>INSURER D: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER E: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: American Contractors Insurance Co. RRG	NAIC # 12300	INSURER B: ACIG Insurance Company	19984	INSURER C: Travelers Lloyds Insurance Company	41262	INSURER D: Valley Forge Insurance Company	20508	INSURER E: The Continental Insurance Company	35289	INSURER F:	
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INSURER D: Valley Forge Insurance Company	20508												
INSURER E: The Continental Insurance Company	35289												
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 2062867945**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	GL24ABC00046	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS COMP/OP AGG \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BUA7033775896	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y Y	CUE7034067095	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N N N/A	WCA000008324	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EQUIPMENT FLOATER LEASED/RENTED		QT-630-7625B35-0-TLC-24	6/1/2024	6/1/2025	PER ITEM AGGREGATE 1,500,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Automobile policy includes the following endorsements: 1) CNA63359- Blanket Additional Insured as required by written contract executed prior to the bodily injury or property damage. 2) CNA63359-Blanket Waiver of Subrogation as required by written contract executed prior to the bodily injury or property damage. 3) CNA63359 & CNA71527 - Primary Non-Contributory basis only when required by a written contract prior to Accident or Loss. 4) CNA68021 - Notice of Cancellation - 30 days blanket as required by written contract.

The General Liability policy includes the following endorsements: 1) 1170- Additional Insured-Automatic Status as required by Contract - Blanket - Who is an insured is amended to include as Additional Insured any person or organization when you have agreed in a written contract that such person or organization be added as an additional insured on your policy. The endorsement also provides for the coverage to apply on a primary and non-contributory basis for ongoing See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock
221 East Main Street
Round Rock TX 78644

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the
COMMERCIAL INLAND MARINE COVERAGE PART

The following is added to Section E – ADDITIONAL
COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered
Property in which both you and a Loss Payee share
an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you
and the Loss Payee as your interests may
appear.

This endorsement applies to all Covered Property for
which a Loss Payee is on file with us or your
insurance agent or insurance broker.

SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil
Construction, Inc., Westland Equipment and Supplies, LLC

Travelers Property & Casualty Co.
Policy No. QT-630-7625B35-0-TLC-24

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Adams Risk Management Services, LLC		NAMED INSURED SpawGlass Contractors, Inc. 1111 Smith Road Austin, TX 78721	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

and completed operations when required by written contract. 2) 205- Blanket Waiver of Subrogation when required in a written contract or agreement. 3) 336- Notice of Cancellation, Nonrenewal or Material Change- 30 days blanket as required by written contract. 4) 9- Aggregate Limits of insurance Per Project.

The Workers' Compensation policy includes the following endorsements: 1) WC990304 - Waiver of Subrogation - Blanket waiver for any person or organization for whom the named insured has agreed in a written contract to furnish the waiver. 2) WC420601 - Notice of Cancellation - 30 days blanket as required by written contract.

The Umbrella/Excess Liability policy applies in excess and follows form of the underlying General Liability, Automobile Liability and Employers Liability policies above including the terms of any additional insured, waiver of subrogation and 30 day notice of cancellation endorsements. The policy follows the terms and conditions of such underlying policies unless they are inconsistent with the terms of the policy.

The Equipment Floater policy includes a Blanket Automatic Loss Payee Endorsement CMU618 that provides Loss Payee status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Re. Project Old Settlers Park Buildout, Package 3B – Tennis and Pickleball Courts 90% CD Drawings, 3300 E Palm Valley Blvd Round Rock, TX 78665

ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

1170

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Section II, Who Is An Insured is amended to include as an additional insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
 2. Unless specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
 - b) Supervisory, inspection, architectural, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
 7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Effective: 6/1/2024

Policy No.: GL24ABC00046

Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass

Civil Construction, Inc., Westland Equipment and Supplies, LLC

Insurance Company: American Contractors Insurance Company Risk Retention Group

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

Section IV – Commercial General Liability Conditions, 14. Transfer of Rights of Recovery Against Others to Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Effective: 6/1/2024

Policy No.: GL24ABC00046

Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass

Civil Construction, Inc., Westland Equipment and Supplies, LLC

Insurance Company: American Contractors Insurance Company Risk Retention Group

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE -- CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Effective: 6/1/2024

Policy No.: GL24ABC00046

Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass
Civil Construction, Inc., Westland Equipment and Supplies, LLC

Insurance Company: American Contractors Insurance Company Risk Retention Group

AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed the General Aggregate Limit under Section III, Limits of Insurance of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Effective: 6/1/2024

Policy No.: GL24ABC00046

Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass
Civil Construction, Inc., Westland Equipment and Supplies, LLC

Insurance Company: American Contractors Insurance Company Risk Retention Group



SpawGlass Contractors, Inc., SpawGlass Construction Corp.,
SpawGlass Civil Construction, Inc., Westland Equipment and Supplies, LLC

Business Auto Policy

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an accident that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. **Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)
Underwriting Company: Valley Forge Insurance Company

Policy No: BUA 7033775896
Policy Effective Date: 06/01/2024



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered auto of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered auto in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the auto's actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An auto owned by that "executive officer" or a member of that person's household; or
 - b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered auto described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are ~~not an individual, to any of your executive officers or partners or your insurance manager.~~

B. Transfer Of Rights Of Recovery Against Others To Us

~~The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:~~

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not ~~prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.~~

D. Other Insurance

~~The following is added to Section IV, Paragraph B.5.:~~

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

SpawGlass Contractors, Inc., SpawGlass Construction Corp.,
SpawGlass Civil Construction, Inc., Westland Equipment and Supplies, LLC

Form No: CNA68021XX (02-2013)
Underwriting Company: Valley Forge Insurance Company

Policy No: BUA 7033775896
Policy Effective Date: 06/01/2024



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)
Underwriting Company: Valley Forge Insurance Company
Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp.,
SpawGlass Civil Construction, Inc., Westland Equipment and Supplies, LLC

Policy No: BUA 7033775896
Policy Effective Date: 06/01/2024

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver. This waiver does not extend to the statutory right of reimbursement from a claimant who recovers any amount under Section 417.002 of the Texas Labor Code.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
 Name of person organization
- (X) Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. This
 waiver does not extend to the statutory right of reimbursement under Section 417.002 of the Texas Labor Code.
2. Operations: CONSTRUCTION AND RELATED CONSTRUCTION RELATED WORK
 ALL TEXAS OPERATIONS
3. Premium:

 The premium charge of this endorsement shall be 2 percent of the premium developed on payroll in connection with work
 performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0
5. Advance Premium: \$0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2024

Policy No. WCA000008324

Insured SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil Construction, Inc.,
Westland Equipment and Supplies, LLC

Carrier Name/Code: ACIG Insurance Company

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2024

Policy No. WCA000008324

Insured SpawGlass Contractors, Inc., SpawGlass Construction Corp.,

Premium \$

SpawGlass Civil Construction, Inc., Westland Equipment and Supplies, LLC

Insurance Company ACIG Insurance Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SpawGlass Contractors, Inc.
Austin, TX United States

Certificate Number:
2024-1220136

Date Filed:
09/27/2024

Date Acknowledged:

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.

000000 - Tennis & Pickleball
Construction Management Services for new Tennis & Pickleball Courts and other site improvements.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SpawGlass Contractors, Inc.	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

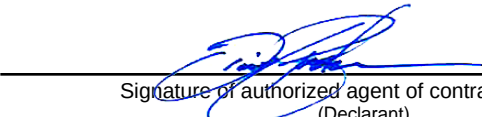
6 UNSWORN DECLARATION

My name is David Paden, and my date of birth is .

My address is 1111 Smith Road, Austin, TX, 78721, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 27 day of September, 20 24.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SpawGlass Contractors, Inc.
Austin, TX United States

Certificate Number:
2024-1220136

Date Filed:
09/27/2024

Date Acknowledged:
10/17/2024

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.

000000 - Tennis & Pickleball
Construction Management Services for new Tennis & Pickleball Courts and other site improvements.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SpawGlass Contractors, Inc.	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Ford Audio-Video Systems, LLC for the purchase of audio visual equipment, supplies and services.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Chad McDowell, Director of General Services

Cost: \$5,000,000.00

Indexes:

Attachments: Resolution, Exhibit A, 1295

Department: General Services

Text of Legislative File 2024-285

This multi year agreement is for audio visual components, installation, and maintenance with Ford Audio-Video Systems, LLC. Ford AV has successfully installed and maintained complex audio-visual systems like the Round Rock Sports Center and proven themselves as a valuable resource for the City of Round Rock. This agreement is being put in to place to cover all of the bond projects AV installation, help replace aging AV components in existing facilities, and provide service and maintenance of those systems.

Contract Expires 11/30/2026.

Cost: \$5,000,000.00

RESOLUTION NO. R-2024-285

WHEREAS, the City of Round Rock (“City”) desires to purchase audio visual equipment, supplies and services; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, the Interlocal Purchasing System (“TIPS”) is a cooperative purchasing program administered by the Region 8 Education Service Center for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of TIPS; and

WHEREAS, Ford Audio-Video Systems, LLC is an approved vendor of TIPS; and

WHEREAS, the City desires to purchase said goods and services from Ford Audio-Video Systems, LLC through TIPS Contract No. 230901, 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 an Agreement with Ford Audio-Video Systems, LLC for the Purchase of Audio Visual Equipment, Supplies and Services, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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 24th day of October, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND FORD AUDIO-VIDEO SYSTEMS, LLC
FOR THE PURCHASE OF
AUDIO VISUAL EQUIPMENT, SUPPLIES AND SERVICES**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement for the purchase of audio visual equipment, supplies and services (the "Agreement") is made and entered into this the ____ day of October, 2024, (the "Effective Date") by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and FORD AUDIO-VIDEO SYSTEMS, LLC whose offices are located 4800 W I-40 Service Road, Oklahoma City, Oklahoma 73128 referred to herein as "Vendor."

RECITALS:

WHEREAS, City desires to purchase audio visual equipment, supplies and services; and

WHEREAS, City is a member of The Interlocal Cooperative Purchasing System (the "Co-op") and Vendor is an approved Co-op vendor through Co-op Contract #230901; and

WHEREAS, City desires to purchase certain goods and/or services from Vendor through the Co-op as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE,

in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Vendor whereby City agrees to purchase specified goods and/or services and Vendor is obligated to sell same. The Agreement includes any exhibits, addenda, and/or amendments thereto.

- B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. **Effective Date** means the date set out in the introductory paragraph above.
- D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.
- E. **Vendor** means Ford Audio-Video Systems, LLC, or any successors or assigns.

2.0 CONTRACT DOCUMENTS

A. The following documents are part of this Agreement and are hereby incorporated by reference here for all purposes and given priority over each other in the order they are listed.

1. This Agreement;
2. Co-op Contract #230901; and
3. Vendor's proposals, as applicable per project.

3.0 EFFECTIVE DATE AND TERM

A. This Agreement shall remain in full force and effect until it expires as indicated below or is terminated in accordance with Section 14.0.

B. The term of this Agreement shall begin with the Effective Date and end on the 30th day of November, 2026.

4.0 SCOPE OF WORK

A. The goods and related services which are the subject matter of this Agreement are described generally herein and referenced in in the attached **Exhibit "A,"** incorporated herein by reference for all purposes

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables and services described herein and referenced in **Exhibit "A"** within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.0 COSTS

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in **Exhibit "A"**.

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$5,000,000.00**, for the term of this Agreement.

6.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

7.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

8.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.0 INSURANCE

Vendor shall meet all City insurance requirements set forth on the City's website at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

12.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Dustin Harrison, Project Manager
General Services Department
221 E. Main Street
Round Rock, TX 78664
(512) 218-7009
dharrison@roundrocktexas.gov

13.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

14.0 DEFAULT

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

15.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon written notice to Vendor, the "Date of Termination."

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

16.0 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

17.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

18.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

19.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's physical or email address as stated below; or

2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

Notice to Vendor:

Ford Audio-Video Systems, LLC
4800 West I-40 Service Road
Oklahoma City, OK 73128
ATTN: Greg Bowes, Dir. of Contracts & Const.

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

20.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, 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 Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

21.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

22.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

23.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any

stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

24.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

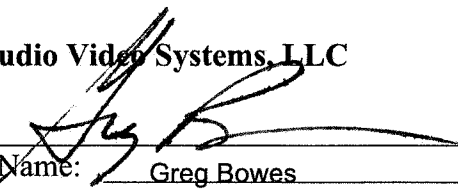
C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

Ford-Audio Video Systems, LLC

By: 
Printed Name: Greg Bowes
Title: Director of Contracts & Construction
Date Signed: 10/7/24

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

EXHIBIT “A”

3 Certification Regarding Entire TIPS Agreement

5

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

3 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

6

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

10%

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

39 "Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ford Audio-Video Systems, LLC
Austin, TX United States

Certificate Number:
2024-1223897

Date Filed:
10/08/2024

Date Acknowledged:

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

City of Roundrock

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.

0000
Audio-Visual Equipment, Supplies and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ford Audio-Video Systems, LLC	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Jeffrey Johnson, and my date of birth is .

My address is 4120 Friedrich Lane, Suite 400, Austin, TX, 78744, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 8 day of October, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ford Audio-Video Systems, LLC
Austin, TX United States

Certificate Number:
2024-1223897

Date Filed:
10/08/2024

Date Acknowledged:
10/11/2024

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

City of Roundrock

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.

0000
Audio-Visual Equipment, Supplies and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ford Audio-Video Systems, LLC	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute a Contract with Cutler Repaving, Inc, for the 2023 Arterial Street Maintenance Program Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Michael Thane, Executive Director of Public Works

Cost: \$3,535,880.55

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

Attachments: Resolution, Award Letter, Bid Tab, MAP, 1295

Department: Public Works

Text of Legislative File 2024-280

A total of 5 sealed bids were received and opened on September 17, 2024 for the above referenced project. The bids ranged from \$3,535,880.55 to \$4,575,991.29. Cutler Repaving, Inc. from Lawrence, KS, submitted the lowest bid in the amount of \$3,535,880.55.

After reviewing the contractor's experience and bid price, Public Works - Transportation recommends award of this project to Cutler Repaving, Inc. in the amount of \$3,535,880.55.

Total Bids Received:

Cutler Repaving: \$3,535,880.55
Lone Star Paving: \$3,680,081.99
Alpha Paving: \$4,295,109.00
Texas Materials: \$4,532,440.80
Bennett Paving: \$4,575,991.29

Cost: \$3,535,880.55

Source of Funds: RR Transportation and Economic Development Corporation (Type B)

RESOLUTION NO. R-2024-280

WHEREAS, the City of Round Rock has duly advertised for bids for the 2023 Arterial Street Maintenance Program Project; and

WHEREAS, Cutler Repaving, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Cutler Repaving, 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 a contract with Cutler Repaving, Inc. for the 2023 Arterial Street Maintenance Program Project.

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 24th day of October, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk



ROUND ROCK TEXAS
PUBLIC WORKS

Mayor
Craig Morgan

Mayor Pro-Tem
Kristin Stevens

Councilmembers
Michelle Ly
Rene Flores
Melissa Fleming
Frank Ortega
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephanie L. Sandre

BID TABULATION

THE CITY OF ROUND ROCK
Transportation Department
3400 Sunrise Rd.
Round Rock, Texas. 78665



Bid Extended By: **Matt Bushak**
 Print Name: _____ Initials: _____
 Bid Opening Date: **9/17/2024**
 Bid Opening Location: **3400 Sunrise Rd, Round Rock, TX**
 Liquidated Damages: _____
 No. of Responses: **5**
 Project Manager: **Reuben Ramirez**
 Project Consultant: **City of Round Rock**

Project Name: 2023 Arterial Street Maintenance Program
Project ID:
Project Duration:

Bidders Name				Alpha Paving Ind.		Lone Star Paving		Cutler Repaving, Inc.		Texas Materials		Bennett Paving, Inc.	
Contractors Business Location				Round Rock, TX		Austin, TX		Lawrence, KS		Cedar Park, TX		Leander, TX	
Guarantee: Bid Bond, Cashier Check or Certified Check				Yes		Yes		Yes		Yes		Yes	
Statement of Safety Experience, Yes or No				Yes		Yes		Yes		Yes		Yes	
Addendum(s) Acknowledged, Yes, No, or N/A				Yes		Yes		Yes		Yes		Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Pavement Repair 12" Depth	3819	TON	\$200.00	\$763,800.00	\$160.00	\$611,040.00		\$0.00	\$196.00	\$748,524.00	\$173.00	\$660,687.00
2	Remove and Replace Sidewalk	12395	SF	\$15.00	\$185,925.00	\$17.00	\$210,715.00		\$0.00	\$15.75	\$195,221.25	\$18.00	\$223,110.00
3	Remove and Replace Curb & Gutter	2350	LF	\$65.00	\$152,750.00	\$78.00	\$183,300.00		\$0.00	\$76.45	\$179,657.50	\$45.00	\$105,750.00
4	Remove and Replace Ramps	4	EA	\$3,000.00	\$12,000.00	\$2,450.00	\$9,800.00		\$0.00	\$2,500.00	\$10,000.00	\$1,650.00	\$6,600.00
5	Surface Mill (2")	147244	SY	\$3.00	\$441,732.00	\$1.55	\$228,228.20		\$0.00	\$3.15	\$463,818.60	\$1.25	\$184,055.00
6	Edge Mill (0"-2")	100	SY	\$14.00	\$1,400.00	\$10.00	\$1,000.00		\$0.00	\$3.85	\$385.00	\$1.25	\$125.00
7	Type C HMA Surface Course	16197	TON	\$143.00	\$2,316,171.00	\$125.00	\$2,024,625.00		\$0.00	\$160.20	\$2,594,759.40	\$193.00	\$3,126,021.00
8	Valve Can Adjustment	43	EA	\$250.00	\$10,750.00	\$445.00	\$19,135.00		\$0.00	\$395.00	\$16,985.00	\$25.00	\$1,075.00
9	Manhole Adjustment	59	EA	\$2,100.00	\$123,900.00	\$130.00	\$7,670.00		\$0.00	\$895.00	\$52,805.00	\$25.00	\$1,475.00
10	REFL PAV MRK TY I (W) 6" (BRK) (100MIL)	4760	LF	\$1.50	\$7,140.00	\$0.84	\$3,998.40		\$0.00	\$0.85	\$4,046.00	\$0.84	\$3,998.40
11	REFL PAV MRK TY I (W) 6" (SLD)(100MIL)	13504	LF	\$1.25	\$16,880.00	\$0.75	\$10,128.00		\$0.00	\$0.75	\$10,128.00	\$0.75	\$10,128.00
12	REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	1769	LF	\$5.00	\$8,845.00	\$5.10	\$9,021.90		\$0.00	\$5.10	\$9,021.90	\$5.10	\$9,021.90
13	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	1326	LF	\$15.00	\$19,890.00	\$19.05	\$25,260.30		\$0.00	\$19.05	\$25,260.30	\$19.05	\$25,260.30
14	REFL PAV MRK TY I (Y) 6" (SLD)(100MIL)	41835	LF	\$1.00	\$41,835.00	\$0.75	\$31,376.25		\$0.00	\$0.75	\$31,376.25	\$0.75	\$31,376.25
15	REFL PAV MRK TY I (Y) 6" (BRK) (100MIL)	3850	LF	\$2.00	\$7,700.00	\$0.84	\$3,234.00		\$0.00	\$0.85	\$3,272.50	\$0.84	\$3,234.00
16	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	4749	LF	\$3.00	\$14,247.00	\$1.56	\$7,408.44		\$0.00	\$1.60	\$7,598.40	\$1.56	\$7,408.44
17	REFL PAV MRK TY I (W)(WORD ONLY)(100MIL)	48	EA	\$200.00	\$9,600.00	\$275.00	\$13,200.00		\$0.00	\$275.00	\$13,200.00	\$275.00	\$13,200.00
18	REFL PAV MRK TY I (W)(BIKE LANE)(100 MIL)	8	EA	\$470.00	\$3,760.00	\$660.00	\$5,280.00		\$0.00	\$673.20	\$5,385.60	\$660.00	\$5,280.00
19	REFL PAV MRK TY I (W)(ARROW)(100MIL)	69	EA	\$165.00	\$11,385.00	\$250.00	\$17,250.00		\$0.00	\$250.00	\$17,250.00	\$250.00	\$17,250.00
20	TYPE II-B-B RPM (HYDRANTS)	45	EA	\$35.00	\$1,575.00	\$30.00	\$1,350.00		\$0.00	\$30.00	\$1,350.00	\$30.00	\$1,350.00
21	TYPE II-A-A RPM	1045	EA	\$7.00	\$7,315.00	\$6.00	\$6,270.00		\$0.00	\$6.00	\$6,270.00	\$6.00	\$6,270.00
22	TYPE I-C RPM	250	EA	\$14.00	\$3,500.00	\$14.00	\$3,500.00		\$0.00	\$13.95	\$3,487.50	\$13.95	\$3,487.50
23	GEOGRID BASE REINFORCEMENT (INTERAX)	5787	SY	\$7.00	\$40,509.00	\$4.50	\$26,041.50		\$0.00	\$7.80	\$45,138.60	\$5.50	\$31,828.50
24	TRAFFIC CONTROL	5	MO	\$18,500.00	\$92,500.00	\$44,250.00	\$221,250.00		\$0.00	\$17,500.00	\$87,500.00	\$19,600.00	\$98,000.00
TOTAL:					\$4,295,109.00		\$3,680,081.99		\$0.00		\$4,532,440.80		\$4,575,991.29

BID TABULATION

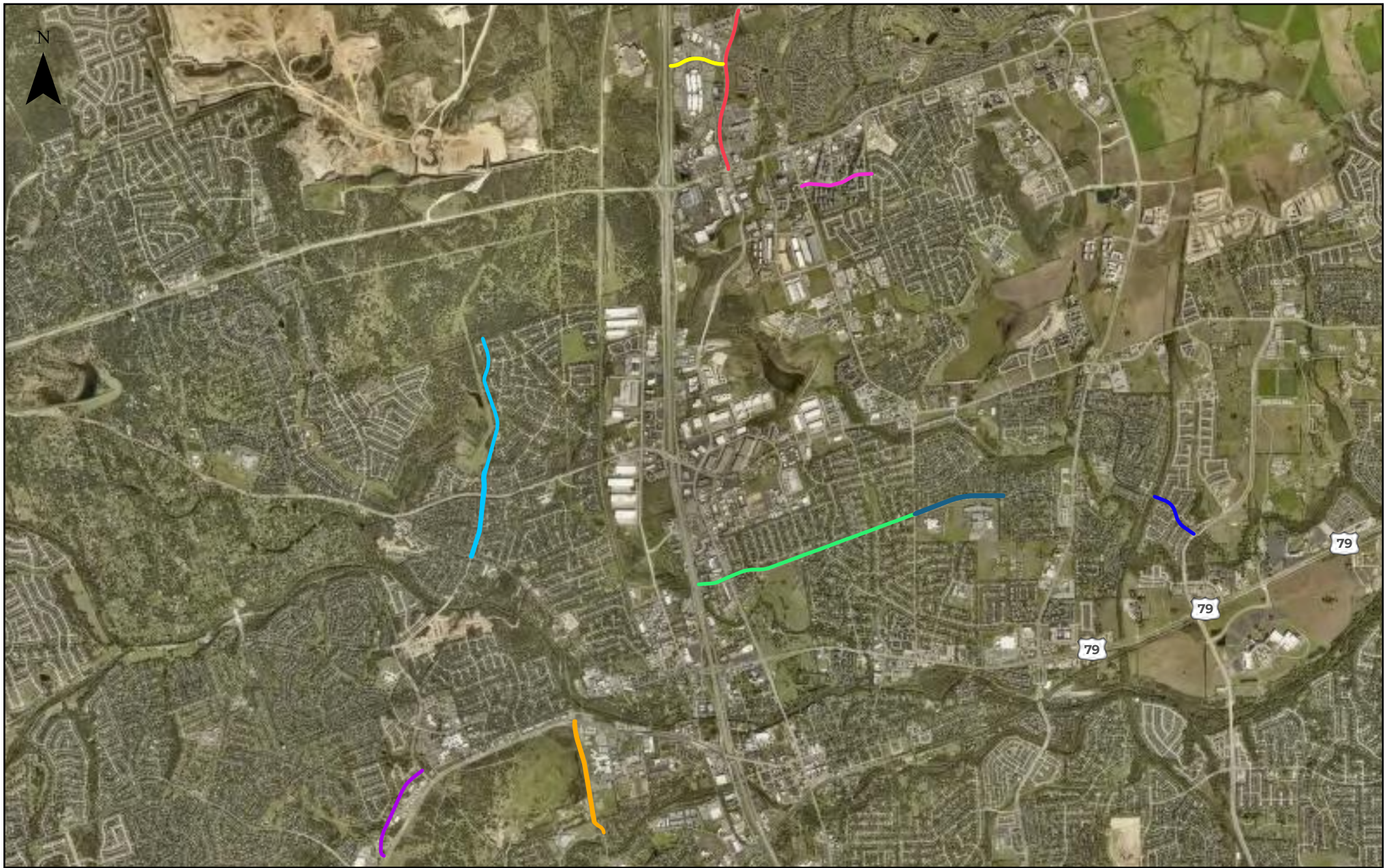
THE CITY OF ROUND ROCK
Transportation Department
 3400 Sunrise Rd.
 Round Rock, Texas. 78665



Bid Extended By: **Matt Bushak**
 Print Name _____ Initials _____
 Bid Opening Date: **9/17/2024**
 Bid Opening Location: **3400 Sunrise Rd, Round Rock, TX**
 Liquidated Damages: _____
 No. of Responses: **5**
 Project Manager: **Reuben Ramirez**
 Project Consultant: **City of Round Rock**

Project Name: **2023 Arterial Street Maintenance Program**
 Project ID: _____
 Project Duration: _____

Bidders Name				Alpha Paving, Ind		Lone Star Paving		Cutler Repaving, Inc		Texas Materials		Bennett Paving, Inc	
Contractors Business Location				Round Rock, TX		Austin, TX		Lawrence, KS		Cedar Park, TX		Leander, TX	
Guarantee: Bid Bond, Cashier Check or Certified Check				Yes		Yes		Yes		Yes		Yes	
Statement of Safety Experience, Yes or No				Yes		Yes		Yes		Yes		Yes	
Addendum(s) Acknowledged, Yes, No, or N/A				Yes		Yes		Yes		Yes		Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A-1	Pavement Repair, 12" Depth	3819	TON		\$0.00		\$0.00	\$150.75	\$575,714.25		\$0.00		\$0.00
A-2	In-Place Pavement Recycling	147244	SY		\$0.00		\$0.00	\$4.25	\$625,787.00		\$0.00		\$0.00
A-3	Rejuvenator Agent	14724	GAL		\$0.00		\$0.00	\$4.10	\$60,368.40		\$0.00		\$0.00
A-4	Surface Mill, 1"	147244	SY		\$0.00		\$0.00	\$2.60	\$382,834.40		\$0.00		\$0.00
A-5	Type D HMA Surface Course, 1"	8098	TON		\$0.00		\$0.00	\$120.25	\$973,784.50		\$0.00		\$0.00
A-6	Edge Mill	100	SY		\$0.00		\$0.00	\$2.60	\$260.00		\$0.00		\$0.00
A-7	Remove and Replace Curb and Gutter	2350	LF		\$0.00		\$0.00	\$76.16	\$178,976.00		\$0.00		\$0.00
A-8	Remove and Replace Sidewalk	12395	LF		\$0.00		\$0.00	\$21.28	\$263,765.60		\$0.00		\$0.00
A-9	Remove and Replace Ramps	4	EA		\$0.00		\$0.00	\$5,040.00	\$20,160.00		\$0.00		\$0.00
A-10	Valve Can Adjustment	43	EA		\$0.00		\$0.00	\$50.00	\$2,150.00		\$0.00		\$0.00
A-11	Manhole Adjustment	59	EA		\$0.00		\$0.00	\$50.00	\$2,950.00		\$0.00		\$0.00
A-12	Geogrid Base Reinforcement (INTERAX)	5787	SY		\$0.00		\$0.00	10	\$57,870.00		\$0.00		\$0.00
A-13	REFL PAV MRK TY I (W) 6" (BRK)(100MIL)	4760	LF		\$0.00		\$0.00	0.92	\$4,379.20		\$0.00		\$0.00
A-14	REFL PAV MRK TY I (W) 6" (SLD)(100MIL)	13504	LF		\$0.00		\$0.00	0.83	\$11,208.32		\$0.00		\$0.00
A-15	REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	1769	LF		\$0.00		\$0.00	5.61	\$9,924.09		\$0.00		\$0.00
A-16	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	1326	LF		\$0.00		\$0.00	20.96	\$27,792.96		\$0.00		\$0.00
A-17	REFL PAV MRK TY I (Y) 6" (SLD)(100MIL)	41835	LF		\$0.00		\$0.00	0.83	\$34,723.05		\$0.00		\$0.00
A-18	REFL PAV MRK TY I (Y) 6" (BRK)(100MIL)	3850	LF		\$0.00		\$0.00	0.92	\$3,542.00		\$0.00		\$0.00
A-19	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	4749	LF		\$0.00		\$0.00	1.72	\$8,168.28		\$0.00		\$0.00
A-20	REFL PAV MRK TY I (W) (WORD ONLY)(100MIL)	48	EA		\$0.00		\$0.00	302.5	\$14,520.00		\$0.00		\$0.00
A-21	REFL PAV MRK TY I (W) (BIKE LANE)(100MIL)	8	EA		\$0.00		\$0.00	726	\$5,808.00		\$0.00		\$0.00
A-22	REFL PAV MRK TY I (W) (ARROW)(100MIL)	69	EA		\$0.00		\$0.00	275	\$18,975.00		\$0.00		\$0.00
A-23	TYPE II-B-B RPM (HYDRANTS)	45	EA		\$0.00		\$0.00	33	\$1,485.00		\$0.00		\$0.00
A-24	TYPE II-A-A RPM	1045	EA		\$0.00		\$0.00	6.6	\$6,897.00		\$0.00		\$0.00
A-25	TYPE I-C RPM	250	EA		\$0.00		\$0.00	15.35	\$3,837.50		\$0.00		\$0.00
A-26	TRAFFIC CONTROL	5	MO		\$0.00		\$0.00	\$48,000.00	\$240,000.00		\$0.00		\$0.00
TOTAL:					\$0.00		\$0.00		\$3,535,880.55		\$0.00		\$0.00



2023 Arterial SMP

Round Rock Transportation Department
August 2024

	BASS PRO		HIDDEN VALLEY
	SMYERS		BOWMAN
	MAYS		TIGER
	CREEK BEND		CHANDLER CREEK
	DEEP WOOD		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cutler Repaving, Inc.
Lawrence, KS United States

Certificate Number:
2024-1224004

Date Filed:
10/08/2024

Date Acknowledged:

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, TX

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.

24-410
2023 Arterial Street Maintenance Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Veskerna, Charles	Lawrence, KS United States	X	
	Cutler, Douglas	Los Ranchos, NM United States	X	
	Miles, John	Lawrence, KS United States	X	
	Rathbun, John	Lawrence, KS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Charles R. Veskerna, and my date of birth is [REDACTED].

My address is 11814 PAWNEE LN, LEAWOOD, KS, 66046, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DOUGLAS County, State of KANSAS, on the 8th day of OCT, 2024.
(month) (year)

Charles R. Veskerna
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cutler Repaving, Inc.
Lawrence, KS United States

Certificate Number:
2024-1224004

Date Filed:
10/08/2024

Date Acknowledged:
10/08/2024

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, TX

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.

24-410
2023 Arterial Street Maintenance Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Veskerna, Char	Lawrence, KS United States	X	
	Cutler, Douglas	Los Ranchos, NM United States	X	
	Miles, John	Lawrence, KS United States	X	
	Rathbun, John	Lawrence, KS United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution approving the Action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Program (TCIP).

Type: Resolution

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Michael Thane, Executive Director of Public Works

Cost:

Indexes:

Attachments: Resolution, Exhibit A, MAPS

Department: Public Works

Text of Legislative File 2024-281

Amendment #53 to the Transportation Capital Improvement Program (TCIP) includes a budget adjustment and determining the projects listed in the TCIP meet the requirements for a project pursuant to the Local Government Code. The primary objective of this amendment is to increase or add additional funding for multiple projects. The items included in the amendment are the following:

1) Increase budget for the following projects:

- a) Increase the budget for County Road 112 Widening (AW Grimes to CR 110) by \$19,000,000 for Construction & Contingency.
- b) Increase the budget for Chisholm Trail South (Sam Bass to Brushy Creek) by \$5,500,000 for Construction & Contingency.
- c) Increase the budget for Gattis School Road Segment 6 (Via Sonoma to Red Bud) by \$3,000,000 for Construction & Contingency.

This amendment to the TCIP budget results in an additional programming of Type B \$27,500,000.

RESOLUTION NO. R-2024-281

WHEREAS, the Round Rock Transportation and Economic Development Corporation (“RRTEDC”) has previously adopted a Transportation Capital Improvement Program (“TCIP”), and

WHEREAS, the RRTEDC wishes to amend said TCIP, and

WHEREAS, the bylaws of the RRTEDC require that said amendments to the TCIP be approved by the City Council, and

WHEREAS, the City Council wishes to approve said amendments to the TCIP, Now
Therefore

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

That the amendment to the Transportation Capital Improvement Program approved by the Round Rock Transportation and Economic Development Corporation, which is attached hereto as Exhibit “A,” is hereby approved.

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 24th day of October, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT "A"

TCIP Amendment #53

New Projects

Project Name	Cost	Transaction Description
--------------	------	-------------------------

Total Budget for New Projects \$ -

Existing Projects Adjustments

Project Name	Cost	Transaction Description
County Road 112 Widening (AW Grimes to CR 110) (A)	\$ 19,000,000	Budget Increase - Construction of East Segment (CR 117 to CR 110) & Contingency
Chisholm Trail South (Sam Bass to Brushy Creek) (B)	\$ 5,500,000	Budget Increase - Construction & Contingency
Gattis School Road Segment 6 (Via Sonoma to Red Bud) (C)	\$ 3,000,000	Budget Increase - Construction & Contingency
Total Adjustments	\$ 27,500,000	
Total Type B Impact	<u>\$ 27,500,000</u>	

(A) Construction budget included in prior TCIP amendments during the design phase of the project. Additional budget required due to updated engineer's estimate with 100% design plans.

(B) Budget approved on prior TCIP amendments covered design, ROW acquisition and other non-construction costs.

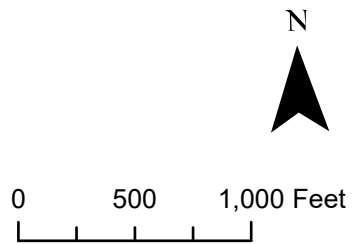
(C) Budget increase due to project delays/construction rebid caused by 3rd party utility relocations.

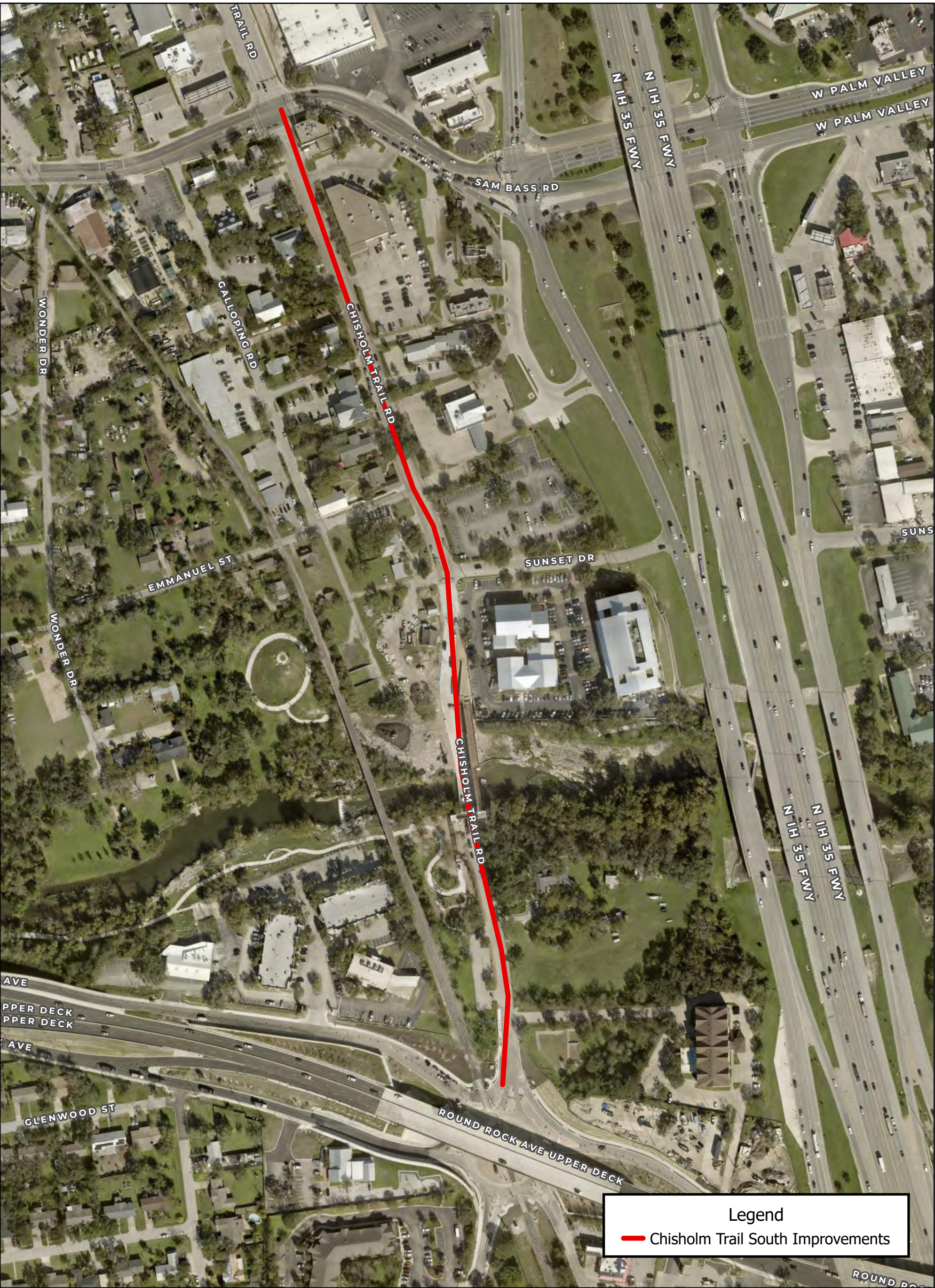
Note: Additional budget needs are covered by the "Transportation Planned Projects" section of the 2025-2029 Funds Allocation Plan.



CR 112 West and East

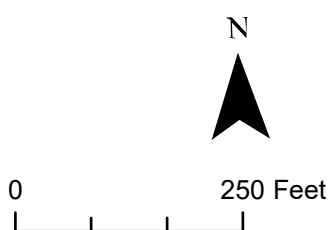
Round Rock Public Works Department
October 2024





Chisholm Trail South Improvements

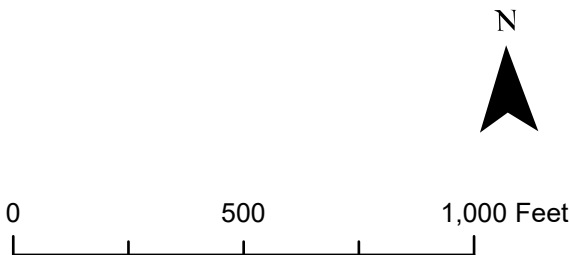
Round Rock Public Works Department
September 2024





Gattis School Road Segment 6

Round Rock Public Works Department
September 2024





City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the Old Settlers Boulevard Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Michael Thane, Executive Director of Public Works

Cost: \$14,920,847.10

Indexes: RR Transportation and Economic Development Corporation (Type B);
Self-Financed Water Construction

Attachments: Resolution, Award Letter, Bid Tab, Map, 1295

Department: Public Works

Text of Legislative File 2024-283

The Old Settlers Boulevard Extension project consists of extending Old Settlers Boulevard from Red Bud Lane to CR110. The roadway will be a new location 4-lane divided arterial roadway with an off-street shared use path on one side and a typical 6' sidewalk on the other. The roadway will span McNutt Creek and provide a new connection to CR110. This segment of Old Settlers Blvd is a missing link in the existing roadway system and will provide an important connection for one of our east/west routes in Round Rock. This connection is identified in the City's 2017 Transportation Master Plan and is proposed to be constructed in accordance with that document. The proposed section will increase mobility, as well as, the driving experience for many who utilize this area.

Bids for the Old Settlers Boulevard project were received at our office until 2:00 pm on September 24, 2024. A total of 6 bids were received. The bids were opened and read aloud. The bids range from \$14,920,847.10 to \$17,511,591.60. The lowest three bidder's submittals were checked for inclusion of the Statement of Bidder's Safety Experience, and inclusion of a bid guarantee. All three submittals contained these items. Based on our review of the bid documents and this office's past history on similar projects with the contractor, this office recommends that the City move forward with the award of the project to Patin Construction Company.

Total Bids Received:

Patin Construction: \$14,920,847.10 (Low Bidder)

G Hyatt Construction: \$15,297,729.84

Joe Bland Construction: \$15,361,227.80

Chasco Constructors: \$16,419,449.00

Capital Excavation: \$16,633,777.52

DeNucci Constructors: \$17,511,591.60

Cost: \$14,920,847.10

***Source of Funds: RR Transportation and Economic Development Corporation (Type B), Self-Financed
Water Construction***

RESOLUTION NO. R-2024-283

WHEREAS, the City of Round Rock has duly advertised for bids for the Old Settlers Boulevard Project; and

WHEREAS, Patin Construction, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Patin Construction, LLC, 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 contract with Patin Construction, LLC for the Old Settlers Boulevard Project.

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 24th day of October, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk



October 1, 2024

Ms. Dawn Scheel
City of Round Rock – Transportation Department
3400 Sunrise Road
Round Rock, Texas 78665

Dear Ms. Scheel,

Bids for the Old Settlers Blvd project were received at your office until 2:00 pm on September 24, 2024. A total of 6 bids were received. The bids were opened and read aloud. From low bid to high bid the bids were as follows:

- | | | |
|----------------------------|-----------------|------------------------------|
| 1. Patin Construction: | \$14,833,347.10 | (did not sum force accounts) |
| 2. Joe Bland Construction: | \$15,323,727.80 | (did not sum force accounts) |
| 3. Chasco Constructors: | \$16,419,449.00 | |
| 4. Capital Excavation: | \$16,633,777.52 | |
| 5. G Hyatt Construction: | \$16,921,318.89 | (double-added Items 167-183) |
| 6. DeNucci Constructors: | \$17,474,091.60 | (did not sum force accounts) |

As noted on the certified bid tabulation, Patin Construction did not add the force accounts in their total base bid. Chasco Constructors was the next lowest bidder that did add the force accounts in their total base bid. However, adding the force accounts (\$37,500.00) to Patin Construction's total base bid still leaves Patin Construction as the lowest bidder. As also noted on the certified bid tabulation, G Hyatt Construction double-added Item 167-183 in their total base bid. However, adding the force accounts (\$37,500.00) to Patin Construction's total base bid and subtracting the double-counted Items 167-183 (\$1,623,589.05) from G Hyatt Construction's total base bid still leaves Patin Construction as the lowest bidder.

Our final bid calculations based on the individual item quantities and costs as listed on each bid form are as follows:

- | | |
|----------------------------|-----------------|
| 1. Patin Construction: | \$14,920,847.10 |
| 2. G Hyatt Construction: | \$15,297,729.84 |
| 3. Joe Bland Construction: | \$15,361,227.80 |
| 4. Chasco Constructors: | \$16,419,449.00 |
| 5. Capital Excavation: | \$16,633,777.52 |
| 6. DeNucci Constructors: | \$17,511,591.60 |

The lowest three bidder's submittals were checked for inclusion of the Statement of Bidder's Safety Experience, and inclusion of a bid guarantee. All three submittals contained these items.

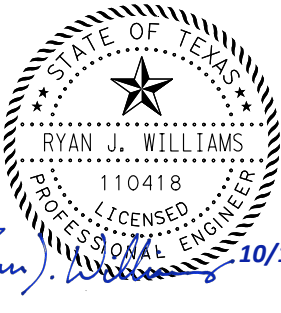
Based on our review, I recommend that the City move forward with the award of the project to Patin Construction.

Sincerely,

A handwritten signature in blue ink that reads 'Ryan J. Williams'.

Ryan J. Williams, P.E.
Aguirre & Fields, LP

THE CITY OF ROUND ROCK
Transportation Department
3400 Sunrise Road
Round Rock, Texas 78665



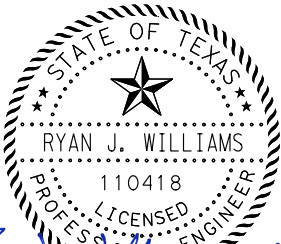
BIDS EXTENDED AND CHECKED
RESPONSES: 6
CHECKED BY: Aguirre & Fields
DATE: 9/24/2024



CERTIFIED BID TABULATION

CONTRACT: Old Settlers Blvd						E.O.P.C.	Patin Construction	Joe Bland Construction	Capital Excavation	DeNucci Constructors	Chasco Constructors	G Hyatt Construction	
LOCATION: Round Rock TX DATE: September 24, 2024						Addendum(s) 2	Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes	Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes	Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes	Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes	Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes	Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	100 6002 PREPARING ROW	44.18	STA	\$7,248.22	\$320,226.36	\$5,000.00	\$220,900.00	\$4,500.00	\$198,810.00	\$4,000.00	\$176,720.00	\$4,500.00	\$198,810.00
2	104 6015 REMOVING CONC (SIDEWALKS)	96.00	SY	\$50.31	\$4,829.76	\$20.00	\$1,920.00	\$30.00	\$2,880.00	\$43.00	\$4,128.00	\$25.00	\$2,400.00
3	104 6017 REMOVING CONC (DRIVEWAYS)	1,835.00	SY	\$28.47	\$52,242.45	\$20.00	\$36,700.00	\$25.00	\$45,875.00	\$25.00	\$45,875.00	\$25.00	\$45,875.00
4	104 6022 REMOVING CONC (CURB AND GUTTER)	940.00	LF	\$34.28	\$32,223.20	\$5.00	\$4,700.00	\$15.00	\$14,100.00	\$20.00	\$18,800.00	\$5.00	\$4,700.00
5	105 6037 REMOVING STAB BASE AND ASPH PAV (0"-16")	1,263.00	SY	\$11.57	\$14,612.91	\$18.00	\$22,734.00	\$15.00	\$18,945.00	\$14.00	\$17,682.00	\$32.00	\$40,416.00
6	110 6001 EXCAVATION (ROADWAY)	24,049.00	CY	\$33.40	\$803,236.60	\$12.00	\$288,588.00	\$16.00	\$384,784.00	\$19.00	\$456,931.00	\$45.00	\$1,082,205.00
7	132 6002 EMBANKMENT (FINAL) (DENS CONT) (TY A)	15,565.00	CY	\$47.38	\$737,469.70	\$9.00	\$140,085.00	\$8.00	\$124,520.00	\$35.00	\$544,775.00	\$35.00	\$544,775.00
8	160 6003 FURNISHING AND PLACING TOPSOIL (4")	28,065.00	SY	\$5.63	\$158,005.95	\$2.00	\$56,130.00	\$3.00	\$84,195.00	\$4.00	\$112,260.00	\$7.00	\$196,455.00
9	162 6002 BLOCK SODDING	7,233.00	SY	\$14.79	\$106,976.07	\$15.00	\$108,495.00	\$12.00	\$86,796.00	\$13.00	\$94,029.00	\$10.00	\$72,330.00
10	164 6007 BROADCAST SEED (PERM) (URBAN) (CLAY)	22,606.00	SY	\$6.44	\$145,582.64	\$1.00	\$22,606.00	\$1.00	\$22,606.00	\$0.50	\$11,303.00	\$2.00	\$45,212.00
11	164 6009 BROADCAST SEED (TEMP) (WARM)	11,001.00	SY	\$2.41	\$26,512.41	\$1.00	\$11,001.00	\$1.00	\$11,001.00	\$0.50	\$5,500.50	\$2.00	\$22,002.00
12	164 6011 BROADCAST SEED (TEMP) (COOL)	11,001.00	SY	\$0.82	\$9,020.82	\$1.00	\$11,001.00	\$1.00	\$11,001.00	\$0.20	\$2,200.20	\$2.00	\$22,002.00
13	166 6001 FERTILIZER	1.15	AC	\$1,738.15	\$1,998.87	\$2,000.00	\$2,300.00	\$1,000.00	\$1,150.00	\$720.00	\$2,300.00	\$2,000.00	\$2,300.00
14	168 6001 VEGETATIVE WATERING	812.00	MG	\$153.25	\$124,439.00	\$10.00	\$8,120.00	\$1.00	\$812.00	\$22.00	\$17,864.00	\$45.00	\$36,540.00
15	169 6003 SOIL RETENTION BLANKETS (CL 1)(TY C)	2,165.50	SY	\$34.14	\$73,930.17	\$3.00	\$6,496.50	\$4.00	\$8,662.00	\$1.00	\$2,165.50	\$6.00	\$12,993.00
16	260 6002 LIME (HYDRATED LIME (SLURRY))	919.00	TON	\$375.72	\$345,286.68	\$350.00	\$321,650.00	\$395.00	\$363,005.00	\$300.00	\$275,700.00	\$340.00	\$312,460.00
17	260 6027 LIME TRT (EXST MATL)(8")	30,885.00	SY	\$8.48	\$261,904.80	\$8.00	\$247,080.00	\$8.00	\$247,080.00	\$6.00	\$185,310.00	\$12.00	\$370,620.00
18	360 6004 CONC PVMT (CONT REINF-CRCP) (10")	25,680.00	SY	\$98.15	\$2,520,492.00	\$85.00	\$2,182,800.00	\$122.00	\$3,132,960.00	\$138.00	\$3,543,840.00	\$132.00	\$3,389,760.00
19	402 6001 TRENCH EXCAVATION PROTECTION	5,517.00	LF	\$37.00	\$204,129.00	\$5.00	\$27,585.00	\$5.00	\$27,585.00	\$5.00	\$27,585.00	\$5.00	\$27,585.00
20	416 6001 DRILL SHAFT (18 IN)	120.00	LF	\$200.00	\$24,000.00	\$450.00	\$54,000.00	\$750.00	\$90,000.00	\$280.00	\$33,600.00	\$340.00	\$40,800.00
21	416 6004 DRILL SHAFT (36 IN)	500.00	LF	\$450.00	\$225,000.00	\$700.00	\$350,000.00	\$890.00	\$445,000.00	\$600.00	\$300,000.00	\$425.00	\$212,500.00
22	416 6029 DRILL SHAFT (RDWY ILL POLE) (30 IN)	326.00	LF	\$300.00	\$97,800.00	\$360.00	\$117,360.00	\$360.00	\$117,360.00	\$340.00	\$110,840.00	\$405.00	\$132,030.00
23	416 6032 DRILL SHAFT (TRF SIG POLE) (36 IN)	13.00	LF	\$442.06	\$5,746.78	\$480.00	\$6,240.00	\$505.00	\$6,565.00	\$480.00	\$7,150.00	\$550.00	\$7,150.00
24	416 6034 DRILL SHAFT (TRF SIG POLE) (48 IN)	44.00	LF	\$617.66	\$27,177.04	\$720.00	\$31,680.00	\$795.00	\$34,980.00	\$750.00	\$33,000.00	\$620.00	\$27,280.00
25	420 6013 CL C CONC (ABUT)	97.50	CY	\$1,500.00	\$146,250.00	\$1,500.00	\$146,250.00	\$1,650.00	\$160,875.00	\$1,350.00	\$131,625.00	\$1,200.00	\$117,000.00
26	420 6029 CL C CONC (CAP)	65.40	CY	\$2,130.00	\$139,302.00	\$1,500.00	\$98,100.00	\$1,500.00	\$98,100.00	\$1,720.00	\$112,488.00	\$1,500.00	\$98,100.00
27	420 6037 CL C CONC (COLUMN)	34.60	CY	\$2,540.00	\$87,884.00	\$1,500.00	\$51,900.00	\$1,775.00	\$61,415.00	\$2,140.00	\$74,044.00	\$900.00	\$31,140.00
28	422 6001 REINF CONC SLAB	16,330.00	SF	\$35.00	\$571,550.00	\$30.00	\$489,900.00	\$26.00	\$424,580.00	\$24.00	\$391,920.00	\$32.00	\$522,560.00
29	422 6013 BRIDGE SIDEWALK	4,140.00	SF	\$50.00	\$207,000.00	\$10.00	\$41,400.00	\$24.00	\$99,360.00	\$13.00	\$53,820.00	\$18.00	\$74,520.00
30	422 6015 APPROACH SLAB	132.00	CY	\$880.00	\$116,160.00	\$650.00	\$85,800.00	\$725.00	\$95,700.00	\$840.00	\$110,880.00	\$550.00	\$72,600.00
31	423 6001 RETAINING WALL (MSE)	2,264.00	SF	\$85.00	\$192,440.00	\$160.00	\$362,240.00	\$165.00	\$373,560.00	\$163.00	\$369,032.00	\$185.00	\$418,840.00
32	425 6037 PRESTR CONC GIRDER (TX40)	2,056.32	LF	\$300.00	\$616,896.00	\$280.00	\$575,769.60	\$240.00	\$493,516.80	\$201.00	\$413,320.32	\$280.00	\$575,769.60
33	432 6002 RIPRAP (CONC) (5 IN)	222.00	CY	\$700.00	\$155,400.00	\$550.00	\$122,100.00	\$400.00	\$88,800.00	\$940.00	\$208,680.00	\$250.00	\$55,500.00
34	432 6003 RIPRAP (CONC) (6 IN)	6.00	CY	\$1,200.00	\$7,200.00	\$1,000.00	\$6,000.00	\$390.00	\$2,340.00	\$1,500.00	\$9,000.00	\$320.00	\$1,920.00
35	432 6045 RIPRAP (MOW STRIP) (4 IN)	65.30	CY	\$600.99	\$45,121.65	\$500.00	\$32,650.00	\$750.00	\$48,975.00	\$980.00	\$63,994.00	\$600.00	\$39,180.00
36	432 6051 RIPRAP (STONE COMMON)(GROUT)(18 IN)	15.00	CY	\$325.00	\$4,875.00	\$200.00	\$3,000.00	\$390.00	\$5,850.00	\$370.00	\$5,550.00	\$5,500.00	\$82,500.00
37	432 NEW P.C. CONCRETE SIDEWALKS 4 INCH THICKNESS	7,340.00	SY	\$50.00	\$367,000.00	\$55.00	\$403,700.00	\$60.00	\$440,400.00	\$70.00	\$513,800.00	\$63.00	\$462,420.00
38	433 P.R. CONCRETE DRIVEWAY	734.00	SY	\$85.00	\$62,390.00	\$120.00	\$88,080.00	\$125.00	\$91,750.00	\$142.00	\$104,228.00	\$135.00	\$99,090.00
39	442 6007 STR STEEL (MISC NON - BRIDGE)	484.00	LB	\$327.00	\$158,368.00	\$35.00	\$16,940.00	\$75.00	\$36,300.00	\$26.00	\$12,584.00	\$75.00	\$36,300.00
40	450 6036 RAIL (TY C411)	1,495.00	LF	\$300.00	\$448,500.00	\$400.00	\$598,000.00	\$220.00	\$328,900.00	\$205.00	\$306,475.00	\$380.00	\$568,100.00
41	450 6048 RAIL (HANDRAIL)(TY B)	50.00	LF	\$205.81	\$10,290.50	\$200.00	\$10,000.00	\$150.00	\$7,500.00	\$182.00	\$9,100.00	\$180.00	\$9,000.00
42	454 6003 ARMOR JOINT	132.00	LF	\$150.00	\$19,800.00	\$200.00	\$26,400.00	\$165.00	\$21,780.00	\$169.00	\$22,308.00	\$220.00	\$29,040.00
43	464 6003 RC PIPE (CL III)(18 IN)	1,770.00	LF	\$155.00	\$274,350.00	\$95.00	\$168,150.00	\$90.00	\$159,300.00	\$118.00	\$208,860.00	\$85.00	\$150,450.00
44	464 6005 RC PIPE (CL III)(24 IN)	703.00	LF	\$185.00	\$130,055.00	\$125.00	\$87,875.00	\$105.00	\$73,815.00	\$121.00	\$85,063.00	\$135.00	\$94,905.00
45	464 6007 RC PIPE (CL III)(30 IN)	663.00	LF	\$215.00	\$142,545.00	\$175.00	\$116,025.00	\$135.00	\$89,505.00	\$144.00	\$95,472.00	\$145.00	\$96,135.00
46	464 6008 RC PIPE (CL III)(36 IN)	1,461.00	LF	\$240.00	\$350,640.00	\$210.00	\$306,810.00	\$175.00	\$255,675.00	\$198.00	\$289,278.00	\$225.00	\$338,725.00
47	464 6009 RC PIPE (CL III)(42 IN)	1,060.00	LF	\$275.00	\$291,500.00	\$250.00	\$265,000.00	\$235.00	\$249,100.00	\$242.00	\$256,520.00	\$325.00	\$344,500.00
48	465 6013 INLET (COMPL)(PCO)(3FT)(NONE)	17.00	EA	\$8,120.00	\$138,040.00	\$7,500.00	\$127,500.00	\$6,000.00	\$102,000.00	\$6,600.00	\$112,200.00	\$2,600.00	\$44,200.00
49	465 6014 INLET (COMPL)(PCO)(3FT)(LEFT)	18.00	EA	\$9,500.00	\$171,000.00	\$7,500.00	\$135,000.00	\$7,500.00	\$135,000.00	\$8,700.00	\$156,600.00	\$2,600.00	\$44,800.00
50	465 6015 INLET (COMPL)(PCO)(3FT)(RIGHT)	16.00	EA	\$9,500.00	\$152,000.00	\$8,000.00	\$128,000.00	\$7,250.00	\$116,000.00	\$8,900.00	\$142,400.00	\$2,800.00	\$44,800.00
51	465 6021 INLET (COMPL)(PCO)(5FT)(NONE)	7.00	EA	\$1,000.00	\$7,000.00	\$13,000.00	\$91,000.00	\$9,500.00	\$66,500.00	\$8,000.00	\$56,000.00	\$4,800.00	\$33,600.00
52	465 6022 INLET (COMPL)(PCO)(5FT)(LEFT)	5.00	EA	\$10,500.00	\$52,500.00	\$17,000.00	\$85,000.00	\$9,500.00	\$47,500.00	\$10,300.00	\$51,500.00	\$4,800.00	\$24,000.00
53	465 6023 INLET (COMPL)(PCO)(5FT)(RIGHT)	6.00	EA	\$10,500.00	\$63,000.00	\$14,000.00	\$84,000.00	\$9,500.00	\$57,000.00	\$10,300.00	\$61,800.00	\$4,800.00	\$28,800.00
54	465 6071 INLET (COMPL)(PSL)(RC)(4FTX4FT)	2.00	EA	\$9,400.00	\$18,800.00	\$10,000.00	\$20,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$4,200.00	\$8,400.00
55	465 6074 INLET (COMPL)(PSL												

THE CITY OF ROUND ROCK
Transportation Department
3400 Sunrise Road
Round Rock, Texas 78665



Ryan J. Williams 10/1/2024

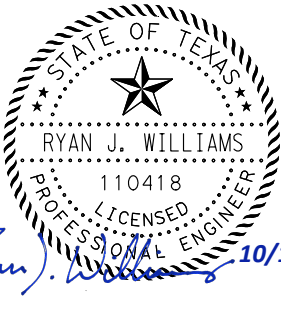
BIDS EXTENDED AND CHECKED
RESPONSES: 6
CHECKED BY: Aguirre & Fields
DATE: 9/24/2024



CERTIFIED BID TABULATION

CONTRACT: Old Settlers Blvd						E.O.P.C.		Patin Construction		Joe Bland Construction		Capital Excavation		DeNucci Constructors		Chasco Constructors		G Hyatt Construction	
LOCATION: Round Rock TX DATE: September 24, 2024						Addendum(s) 2		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
67	506 6011 ROCK FILTER DAMS (REMOVE)	530.00	LF	\$15.97	\$8,464.10	\$10.00	\$5,300.00	\$8.00	\$4,240.00	\$18.00	\$9,540.00	\$18.00	\$9,540.00	\$26.00	\$13,780.00	\$10.00	\$5,300.00	\$21.60	\$11,448.00
68	506 6020 CONSTRUCTION EXITS (INSTALL) (TY 1)	200.00	SY	\$43.55	\$8,710.00	\$30.00	\$6,000.00	\$45.00	\$9,000.00	\$19.00	\$3,800.00	\$19.00	\$3,800.00	\$125.00	\$25,000.00	\$15.00	\$3,000.00	\$21.60	\$4,320.00
69	506 6024 CONSTRUCTION EXITS (REMOVE)	200.00	SY	\$14.42	\$2,884.00	\$10.00	\$2,000.00	\$20.00	\$4,000.00	\$16.00	\$3,200.00	\$16.00	\$3,200.00	\$35.00	\$7,000.00	\$11.00	\$2,200.00	\$10.80	\$2,160.00
70	529 6005 CONC CURB (MONO) (TY II)	15,655.00	LF	\$55.14	\$863,216.70	\$18.00	\$281,790.00	\$22.00	\$344,410.00	\$11.00	\$172,205.00	\$11.00	\$172,205.00	\$14.00	\$219,170.00	\$25.00	\$391,375.00	\$5.32	\$83,353.48
71	529 6016 CONC CURB (TY F1)	17.00	LF	\$195.00	\$3,315.00	\$100.00	\$1,700.00	\$225.00	\$3,825.00	\$440.00	\$7,480.00	\$440.00	\$7,480.00	\$400.00	\$6,800.00	\$255.00	\$4,335.00	\$194.40	\$3,304.80
72	529 6027 CONC CURB (TY C2)	28.00	LF	\$180.00	\$5,040.00	\$100.00	\$2,800.00	\$175.00	\$4,900.00	\$440.00	\$12,320.00	\$440.00	\$12,320.00	\$400.00	\$11,200.00	\$375.00	\$10,500.00	\$140.40	\$3,931.20
73	531 6006 CURB RAMPS (TY 3)	1.00	EA	\$4,382.34	\$4,382.34	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$4,290.00	\$4,290.00	\$4,290.00	\$4,290.00	\$2,800.00	\$2,800.00	\$4,600.00	\$4,600.00	\$2,106.00	\$2,106.00
74	531 6010 CURB RAMPS (TY 7)	1.00	EA	\$4,091.33	\$4,091.33	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	\$4,500.00	\$4,500.00	\$2,600.00	\$2,600.00	\$2,160.00	\$2,160.00
75	531 6013 CURB RAMPS (TY 10)	4.00	EA	\$2,353.71	\$9,414.84	\$2,500.00	\$10,000.00	\$2,950.00	\$11,800.00	\$4,160.00	\$16,640.00	\$4,160.00	\$16,640.00	\$6,000.00	\$24,000.00	\$3,800.00	\$15,200.00	\$2,160.00	\$8,640.00
76	540 6001 MTL W-BEAM GD FEN (TIM POST)	325.00	LF	\$31.74	\$10,315.50	\$35.00	\$11,375.00	\$50.00	\$16,250.00	\$29.00	\$9,425.00	\$29.00	\$9,425.00	\$110.00	\$35,750.00	\$28.00	\$9,100.00	\$21.00	\$6,825.00
77	540 6006 MTL BEAM GD FEN TRANS (THRIE-BEAM)	4.00	EA	\$2,602.62	\$10,410.48	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$2,750.00	\$11,000.00	\$2,750.00	\$11,000.00	\$3,500.00	\$14,000.00	\$2,600.00	\$10,400.00	\$1,460.00	\$5,840.00
78	540 6016 DOWNSTREAM ANCHOR TERMINAL SECTION	7.00	EA	\$1,677.20	\$11,740.40	\$2,500.00	\$17,500.00	\$2,500.00	\$17,500.00	\$1,690.00	\$11,830.00	\$1,690.00	\$11,830.00	\$3,500.00	\$24,500.00	\$1,600.00	\$11,200.00	\$992.00	\$6,944.00
79	544 6001 GUARDRAIL END TREATMENT (INSTALL)	9.00	EA	\$3,672.32	\$33,050.88	\$4,000.00	\$36,000.00	\$4,500.00	\$40,500.00	\$4,030.00	\$36,270.00	\$4,030.00	\$36,270.00	\$3,800.00	\$34,200.00	\$3,900.00	\$35,100.00	\$495.00	\$4,455.00
80	545 6015 CRASH CUSH ATTEN (INSTL)(R)(W)(TL2)	8.00	EA	\$12,000.00	\$96,000.00	\$42,000.00	\$336,000.00	\$40,000.00	\$320,000.00	\$39,800.00	\$318,400.00	\$39,800.00	\$318,400.00	\$30,000.00	\$240,000.00	\$36,000.00	\$288,000.00	\$15,000.00	\$120,000.00
81	610 6146 IN RD IL (TY SA) 30B-8 (250W EQ) LED	4.00	EA	\$4,000.00	\$16,000.00	\$7,000.00	\$28,000.00	\$6,200.00	\$24,800.00	\$6,000.00	\$24,000.00	\$6,000.00	\$24,000.00	\$3,900.00	\$15,600.00	\$5,700.00	\$22,800.00	\$59.40	\$237.60
82	610 6162 IN RD IL (TY SA) 30T-8 (250W EQ) LED	40.00	EA	\$5,250.00	\$210,000.00	\$5,000.00	\$200,000.00	\$4,500.00	\$180,000.00	\$4,520.00	\$180,800.00	\$4,520.00	\$180,800.00	\$4,200.00	\$168,000.00	\$3,600.00	\$144,000.00	\$4,104.00	\$164,160.00
83	610 TREE PROTECTION	19.00	EA	\$450.00	\$8,550.00	\$1,000.00	\$19,000.00	\$500.00	\$9,500.00	\$230.00	\$4,370.00	\$230.00	\$4,370.00	\$500.00	\$9,500.00	\$200.00	\$3,800.00	\$378.00	\$7,182.00
84	618 6046 CONDT (PVC) (SCH 80) (2")	7,795.00	LF	\$30.00	\$233,850.00	\$28.00	\$218,260.00	\$22.00	\$171,490.00	\$20.00	\$155,900.00	\$20.00	\$155,900.00	\$18.00	\$140,310.00	\$22.00	\$171,490.00	\$22.68	\$176,790.60
85	618 6047 CONDT (PVC) (SCH 80) (2") (BORE)	585.00	LF	\$45.00	\$26,325.00	\$75.00	\$43,875.00	\$55.00	\$32,175.00	\$55.00	\$32,175.00	\$55.00	\$32,175.00	\$48.00	\$28,080.00	\$57.00	\$33,345.00	\$59.40	\$34,749.00
86	618 6053 CONDT (PVC) (SCH 80) (3")	380.00	LF	\$35.00	\$13,300.00	\$35.00	\$13,300.00	\$35.00	\$13,300.00	\$31.00	\$11,780.00	\$31.00	\$11,780.00	\$30.00	\$11,400.00	\$25.00	\$9,500.00	\$25.92	\$9,849.60
87	618 6054 CONDT (PVC) (SCH 80) (3") (BORE)	340.00	LF	\$55.00	\$18,700.00	\$85.00	\$28,900.00	\$60.00	\$20,400.00	\$60.00	\$20,400.00	\$60.00	\$20,400.00	\$56.00	\$19,040.00	\$70.00	\$22,780.00	\$70.20	\$23,868.00
88	618 6058 CONDT (PVC) (SCH 80) (4")	6,900.00	LF	\$40.00	\$276,000.00	\$50.00	\$345,000.00	\$36.00	\$248,400.00	\$36.00	\$248,400.00	\$36.00	\$248,400.00	\$35.00	\$241,500.00	\$36.00	\$248,400.00	\$35.64	\$245,916.00
89	618 6059 CONDT (PVC) (SCH 80) (4") (BORE)	190.00	LF	\$45.00	\$8,550.00	\$93.00	\$17,670.00	\$70.00	\$13,300.00	\$68.00	\$12,920.00	\$68.00	\$12,920.00	\$60.00	\$11,400.00	\$72.00	\$13,680.00	\$75.60	\$14,364.00
90	618 6070 CONDT (RM) (2")	1,140.00	LF	\$45.00	\$51,300.00	\$105.00	\$119,700.00	\$110.00	\$125,400.00	\$108.00	\$123,120.00	\$108.00	\$123,120.00	\$45.00	\$51,300.00	\$83.00	\$94,620.00	\$86.40	\$98,496.00
91	618 6078 CONDT (RM) (4")	570.00	LF	\$80.00	\$45,600.00	\$180.00	\$102,600.00	\$135.00	\$76,950.00	\$131.00	\$74,670.00	\$131.00	\$74,670.00	\$65.00	\$37,050.00	\$140.00	\$79,800.00	\$145.80	\$83,106.00
92	620 6007 ELEC CONDR (NO.8) BARE	9,970.00	LF	\$2.50	\$24,925.00	\$3.00	\$29,910.00	\$2.00	\$19,940.00	\$2.00	\$19,940.00	\$2.00	\$19,940.00	\$2.00	\$19,940.00	\$2.00	\$19,940.00	\$2.05	\$20,458.44
93	620 6008 ELEC CONDR (NO.8) INSULATED	17,090.00	LF	\$2.75	\$46,997.50	\$3.00	\$51,270.00	\$2.00	\$34,180.00	\$2.00	\$34,180.00	\$2.00	\$34,180.00	\$2.00	\$34,180.00	\$2.10	\$35,889.00	\$2.16	\$36,914.40
94	620 6009 ELEC CONDR (NO.6) BARE	230.00	LF	\$4.00	\$920.00	\$5.00	\$1,150.00	\$3.00	\$920.00	\$2.00	\$690.00	\$2.00	\$690.00	\$4.00	\$920.00	\$4.10	\$943.00	\$4.32	\$993.60
95	620 6010 ELEC CONDR (NO.6) INSULATED	460.00	LF	\$4.50	\$2,070.00	\$6.00	\$2,760.00	\$3.00	\$1,380.00	\$2.50	\$1,150.00	\$2.50	\$1,150.00	\$6.00	\$2,760.00	\$5.20	\$2,392.00	\$5.40	\$2,484.00
96	624 6002 GROUND BOX TY A (122311)W/APRON	17.00	EA	\$1,500.00	\$25,500.00	\$2,500.00	\$42,500.00	\$1,750.00	\$29,750.00	\$1,710.00	\$29,070.00	\$1,710.00	\$29,070.00	\$1,800.00	\$30,600.00	\$1,870.00	\$31,790.00	\$1,944.00	\$33,048.00
97	624 6010 GROUND BOX TY D (162922)W/APRON	5.00	EA	\$10,000.00	\$50,000.00	\$3,500.00	\$17,500.00	\$3,675.00	\$18,375.00	\$3,540.00	\$17,700.00	\$3,540.00	\$17,700.00	\$3,200.00	\$16,000.00	\$2,700.00	\$13,500.00	\$2,808.00	\$14,040.00
98	624 QUAZITE GROUND BOX & COVER	12.00	EA	\$1,612.05	\$19,344.60	\$4,000.00	\$48,000.00	\$2,250.00	\$27,000.00	\$2,170.00	\$26,040.00	\$2,170.00	\$26,040.00	\$3,200.00	\$38,400.00	\$3,100.00	\$37,200.00	\$3,240.00	\$38,880.00
99	628 6003 ELC SRV TY A 120/240 060(NS)AL(E)PS(U)	1.00	EA	\$2,500.00	\$2,500.00	\$13,000.00	\$13,000.00	\$9,500.00	\$9,500.00	\$9,200.00	\$9,200.00	\$9,200.00	\$9,200.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00	\$10,476.00	\$10,476.00
100	628 6213 ELC SRV TY D 120/240 100(NS)AL(E)PS(U)	1.00	EA	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$6,775.00	\$6,775.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00	\$7,100.00	\$7,100.00	\$7,452.00	\$7,452.00
101	628 6308 ELC SRV TY T 120/240 000(NS)GS(N)SP(U)	1.00	EA	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$7,250.00	\$7,250.00	\$7,100.00	\$7,100.00	\$7,100.00	\$7,100.00	\$9,500.00	\$9,500.00	\$4,300.00	\$4,300.00	\$4,536.00	\$4,536.00
102	628 SEDIMENT CONTAINMENT DIKES	644.00	LF	\$8.00	\$5,152.00	\$20.00	\$12,880.00	\$10.00	\$6,440.00	\$7.00	\$4,508.00	\$7.00	\$4,508.00	\$16.00	\$10,304.00	\$10.00	\$6,440.00	\$4.00	\$2,576.00
103	642 SILT FENCE FOR EROSION CONTROL	8,101.00	LF	\$4.00	\$32,404.00	\$4.00	\$32,404.00	\$5.00	\$40,505.00	\$4.00	\$32,404.00	\$4.00	\$32,404.00	\$5.00	\$40,505.00	\$4.00	\$32,404.00	\$3.24	\$26,247.24
104	644 6001 IN SM RD SN SUP&AM TY10BWG(1) SA(P)	11.00	EA	\$903.91	\$9,943.01	\$1,200.00	\$13,200.00	\$1,250.00	\$13,750.00	\$840.00	\$9,240.00	\$1,500.00	\$16,500.00	\$1,500.00	\$16,500.00	\$960.00	\$10,560.00	\$950.00	\$100

THE CITY OF ROUND ROCK
Transportation Department
3400 Sunrise Road
Round Rock, Texas 78665

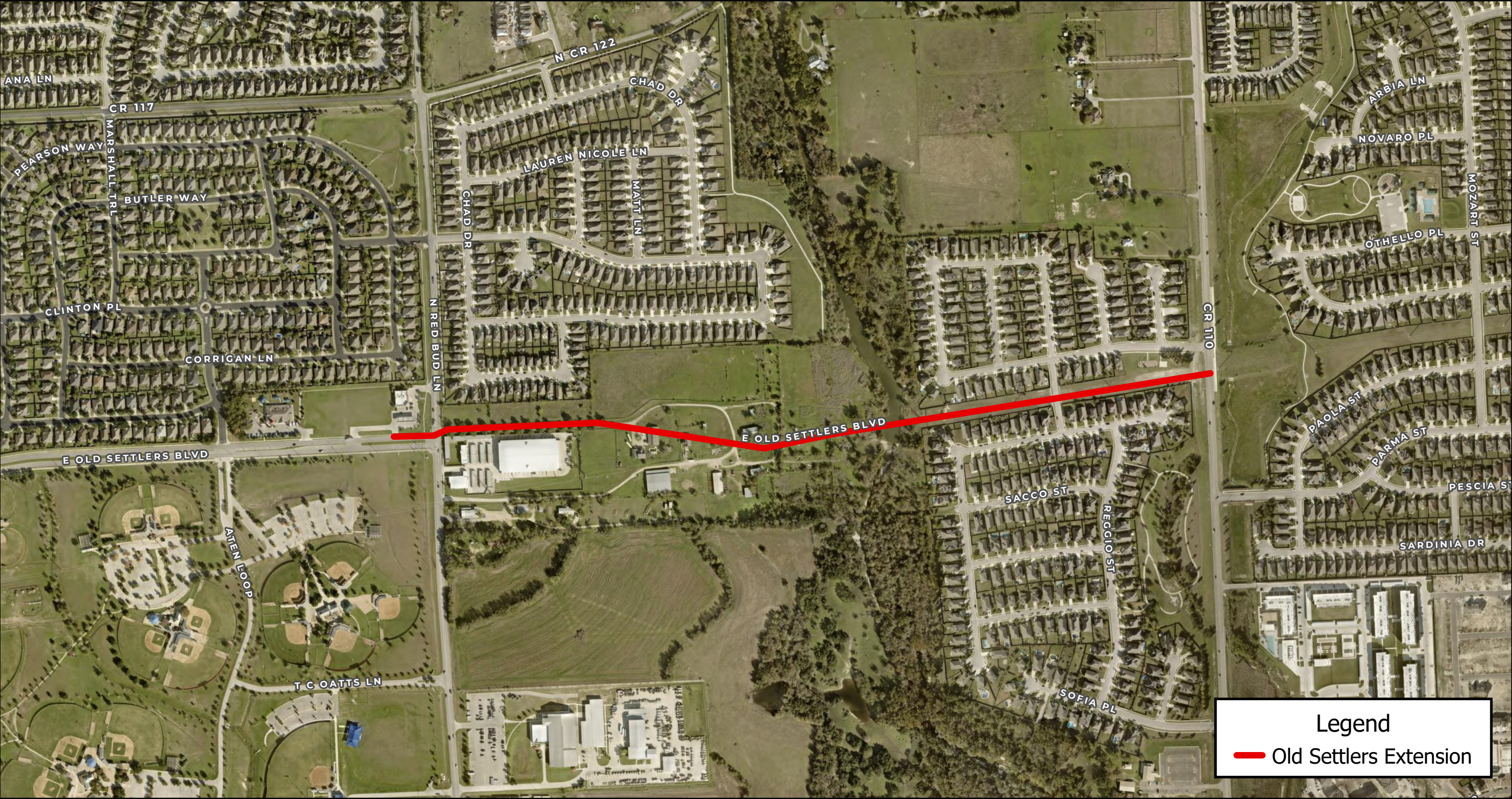


BIDS EXTENDED AND CHECKED
RESPONSES: 6
CHECKED BY: Aguirre & Fields
DATE: 9/24/2024



CERTIFIED BID TABULATION

CONTRACT: Old Settlers Blvd					E.O.P.C.	Patin Construction		Joe Bland Construction		Capital Excavation		DeNucci Constructors		Chasco Constructors		G Hyatt Construction	
LOCATION: Round Rock TX DATE: September 24, 2024					Addendum(s) 2	Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes		Statement of Safety? Yes Addendum(s) 2 Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
132	682 6005 VEH SIG SEC (12")LED(RED)	6.00	EA	\$308.03	\$1,848.18	\$500.00	\$3,000.00	\$400.00	\$2,400.00	\$390.00	\$2,340.00	\$350.00	\$2,100.00	\$415.00	\$2,490.00	\$432.00	\$2,592.00
133	682 6006 VEH SIG SEC (12")LED(RED ARW)	1.00	EA	\$308.99	\$308.99	\$500.00	\$500.00	\$400.00	\$400.00	\$390.00	\$390.00	\$350.00	\$350.00	\$415.00	\$415.00	\$432.00	\$432.00
134	682 6018 PED SIG SEC (LED)(COUNTDOWN)	2.00	EA	\$796.44	\$1,592.88	\$1,300.00	\$2,600.00	\$775.00	\$1,550.00	\$750.00	\$1,500.00	\$1,200.00	\$2,400.00	\$830.00	\$1,660.00	\$864.00	\$1,728.00
135	682 6049 BACKPLATE W/REFL BRDR(4 SEC)	2.00	EA	\$192.18	\$384.36	\$200.00	\$400.00	\$250.00	\$500.00	\$239.00	\$478.00	\$300.00	\$600.00	\$155.00	\$310.00	\$162.00	\$324.00
136	682 6060 BACKPLATE W/REFL BRDR(3 SEC)	5.00	EA	\$233.42	\$1,167.10	\$300.00	\$1,500.00	\$225.00	\$1,125.00	\$209.00	\$1,045.00	\$300.00	\$1,500.00	\$210.00	\$1,050.00	\$216.00	\$1,080.00
137	684 6008 TRF SIG CBL (TY A)(12 AWG)(3 CONDR)	545.00	LF	\$3.50	\$1,907.50	\$3.00	\$1,635.00	\$5.00	\$2,725.00	\$4.00	\$2,180.00	\$3.00	\$1,635.00	\$2.10	\$1,144.50	\$2.16	\$1,177.20
138	684 6030 TRF SIG CBL (TY A)(14 AWG)(4 CONDR)	191.00	LF	\$4.00	\$764.00	\$4.00	\$764.00	\$3.00	\$573.00	\$2.00	\$382.00	\$4.00	\$764.00	\$3.10	\$592.10	\$3.24	\$618.84
139	684 6033 TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	607.00	LF	\$5.00	\$3,035.00	\$5.00	\$3,035.00	\$4.00	\$2,428.00	\$3.50	\$2,124.50	\$4.00	\$2,428.00	\$5.00	\$3,035.00	\$4.32	\$2,622.24
140	684 6046 TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	455.00	LF	\$12.00	\$5,460.00	\$10.00	\$4,550.00	\$9.00	\$4,095.00	\$8.50	\$3,867.50	\$4.00	\$1,820.00	\$6.20	\$2,821.00	\$6.48	\$2,948.40
141	684 6079 TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	430.00	LF	\$3.50	\$1,505.00	\$3.00	\$1,290.00	\$4.00	\$1,720.00	\$3.50	\$1,505.00	\$4.00	\$1,720.00	\$2.10	\$903.00	\$2.16	\$928.80
142	686 6040 INS TRF SIG PL AM(S)1 ARM(36")LUM&ILSN	1.00	EA	\$21,705.40	\$21,705.40	\$25,000.00	\$25,000.00	\$20,150.00	\$20,150.00	\$19,400.00	\$19,400.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00	\$20,520.00	\$20,520.00
143	686 6054 INS TRF SIG PL AM(S)1 ARM(50")ILSN	1.00	EA	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00	\$48,000.00	\$48,000.00	\$46,200.00	\$46,200.00	\$36,000.00	\$36,000.00	\$31,000.00	\$31,000.00	\$32,400.00	\$32,400.00
144	686 6060 INS TRF SIG PL AM(S)1 ARM(55")LUM&ILSN	1.00	EA	\$40,000.00	\$40,000.00	\$52,000.00	\$52,000.00	\$52,500.00	\$52,500.00	\$51,000.00	\$51,000.00	\$45,000.00	\$45,000.00	\$41,000.00	\$41,000.00	\$43,200.00	\$43,200.00
145	687 6001 PED POLE ASSEMBLY	2.00	EA	\$3,574.17	\$7,148.34	\$7,300.00	\$14,600.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$6,000.00	\$12,000.00	\$6,048.00	\$12,096.00
146	688 6001 PED DETECT PUSH BUTTON (APS)	2.00	EA	\$1,138.43	\$2,276.86	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00	\$1,530.00	\$3,060.00	\$1,500.00	\$3,000.00	\$940.00	\$1,880.00	\$972.00	\$1,944.00
147	688 6003 PED DETECTOR CONTROLLER UNIT	1.00	EA	\$4,101.54	\$4,101.54	\$5,000.00	\$5,000.00	\$6,850.00	\$6,850.00	\$6,600.00	\$6,600.00	\$4,500.00	\$4,500.00	\$3,100.00	\$3,100.00	\$3,240.00	\$3,240.00
148	752 6005 TREE REMOVAL (4" - 12" DIA)	11.00	EA	\$385.03	\$4,235.33	\$500.00	\$5,500.00	\$500.00	\$5,500.00	\$105.00	\$1,155.00	\$800.00	\$8,800.00	\$560.00	\$6,160.00	\$300.00	\$3,300.00
149	752 6006 TREE REMOVAL (12" - 18" DIA)	29.00	EA	\$348.53	\$10,107.37	\$750.00	\$21,750.00	\$600.00	\$17,400.00	\$105.00	\$3,045.00	\$1,600.00	\$46,400.00	\$1,100.00	\$31,900.00	\$400.00	\$11,600.00
150	752 6007 TREE REMOVAL (18" - 24" DIA)	11.00	EA	\$359.11	\$3,950.21	\$1,000.00	\$11,000.00	\$700.00	\$7,700.00	\$105.00	\$1,155.00	\$2,800.00	\$30,800.00	\$1,800.00	\$19,800.00	\$450.00	\$4,950.00
151	752 6008 TREE REMOVAL (24" - 30" DIA)	1.00	EA	\$345.63	\$345.63	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$105.00	\$105.00	\$3,200.00	\$3,200.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00
152	752 6009 TREE REMOVAL (30" - 36" DIA)	1.00	EA	\$643.80	\$643.80	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$105.00	\$105.00	\$4,500.00	\$4,500.00	\$4,750.00	\$4,750.00	\$1,000.00	\$1,000.00
153	752 6011 TREE REMOVAL (42" - 48" DIA)	1.00	EA	\$1,916.53	\$1,916.53	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$105.00	\$105.00	\$5,000.00	\$5,000.00	\$6,275.00	\$6,275.00	\$1,500.00	\$1,500.00
154	SS 1002 CORRIDOR FENCE	3,216.00	LF	\$180.00	\$578,880.00	\$110.00	\$353,760.00	\$145.00	\$466,320.00	\$98.00	\$315,168.00	\$160.00	\$514,560.00	\$96.00	\$308,736.00	\$153.74	\$494,427.84
155	5052 6001 BARRIER GATE	3.00	EA	\$4,000.00	\$12,000.00	\$3,500.00	\$10,500.00	\$5,000.00	\$15,000.00	\$3,540.00	\$10,620.00	\$6,500.00	\$19,500.00	\$4,200.00	\$12,600.00	\$27,000.00	\$81,000.00
156	6004 6031 ITS COM CBL (ETHERNET)	45.00	LF	\$10.00	\$450.00	\$8.00	\$360.00	\$8.00	\$360.00	\$6.00	\$270.00	\$28.00	\$1,260.00	\$6.50	\$292.50	\$6.48	\$291.60
157	6054 6001 SPREAD SPECTRUM RADIO	1.00	EA	\$4,738.00	\$4,738.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$4,370.00	\$4,370.00	\$12,000.00	\$12,000.00	\$2,400.00	\$2,400.00	\$2,484.00	\$2,484.00
158	6054 6004 ANTENNA (OMNI-DIRECTIONAL)	1.00	EA	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00	\$6,500.00	\$6,500.00	\$2,400.00	\$2,400.00	\$2,484.00	\$2,484.00
159	6058 6001 BBU SYSTEM (EXTERNAL BATT CABINET)	1.00	EA	\$9,034.72	\$9,034.72	\$12,000.00	\$12,000.00	\$10,150.00	\$10,150.00	\$9,800.00	\$9,800.00	\$9,000.00	\$9,000.00	\$9,200.00	\$9,200.00	\$9,504.00	\$9,504.00
160	6090 6005 ILSN (LED) (10D)	3.00	EA	\$6,000.00	\$18,000.00	\$5,500.00	\$16,500.00	\$5,050.00	\$15,150.00	\$4,860.00	\$14,580.00	\$2,200.00	\$6,600.00	\$4,400.00	\$13,200.00	\$4,536.00	\$13,608.00
161	6306 6001 VIVDS PROSR SYS	1.00	EA	\$12,447.04	\$12,447.04	\$15,000.00	\$15,000.00	\$15,150.00	\$15,150.00	\$14,600.00	\$14,600.00	\$15,000.00	\$15,000.00	\$10,500.00	\$10,500.00	\$10,800.00	\$10,800.00
162	6306 6002 VIVDS CAM ASSY FXD LNS	3.00	EA	\$5,000.00	\$15,000.00	\$8,500.00	\$25,500.00	\$7,625.00	\$22,875.00	\$4,840.00	\$14,520.00	\$3,000.00	\$9,000.00	\$7,200.00	\$21,600.00	\$7,452.00	\$22,356.00
163	6306 6005 VIVDS CNTRL SOFTWARE	1.00	EA	\$1,500.00	\$1,500.00	\$650.00	\$650.00	\$2,000.00	\$2,000.00	\$1,980.00	\$1,980.00	\$4,500.00	\$4,500.00	\$520.00	\$520.00	\$540.00	\$540.00
164	6306 6007 VIVDS CABLING	769.00	LF	\$4.00	\$3,076.00	\$8.00	\$6,152.00	\$6.00	\$4,614.00	\$6.00	\$4,614.00	\$4.00	\$3,076.00	\$5.25	\$4,037.25	\$5.40	\$4,152.60
165	7300 6003 REMOVE & DISPOSE GRAVEL DRIVE	576.00	SY	\$35.00	\$20,160.00	\$20.00	\$11,520.00	\$9.00	\$5,184.00	\$5.00	\$2,880.00	\$20.00	\$11,520.00	\$10.00	\$5,760.00	\$2.70	\$1,555.20
166	SS3076 DENSE GRADED HOT MIX ASPHALT (EXEMPT)	6,740.00	TON	\$100.00	\$674,000.00	\$136.00	\$916,640.00	\$120.00	\$808,800.00	\$116.00	\$781,840.00	\$112.00	\$754,880.00	\$115.00	\$775,100.00	\$135.00	\$909,900.00
167	402 6001 TRENCH EXCAVATION PROTECTION	4,921.00	LF	\$37.00	\$182,077.00	\$5.00	\$24,605.00	\$5.00	\$24,605.00	\$7.00	\$34,447.00	\$5.00	\$24,605.00	\$1.00	\$4,921.00	\$2.74	\$13,499.29
168	501 30-IN BORING PIPE	346.00	LF	\$1,200.00	\$415,200.00	\$1,200.00	\$415,200.00	\$925.00	\$320,050.00	\$830.00	\$287,180.00	\$600.00	\$207,600.00	\$850.00	\$294,100.00	\$1,497.85	\$518,256.79
169	505 ENCASEMENT PIPE (30") STEEL (OPEN CUT) (7/16- IN THICKNESS)	131.00	LF	\$550.00	\$72,050.00	\$500.00	\$65,500.00	\$315.00	\$41,265.00	\$400.00	\$52,400.00	\$600.00	\$78,600.00	\$450.00	\$58,950.00	\$405.94	\$53,178.09
170	505 ENCASEMENT PIPE (24")STEEL (OPEN CUT) (7/16-IN THICKNESS)	160.00	LF	\$400.00	\$64,000.00	\$300.00	\$48,000.00	\$250.00	\$40,000.00	\$224.00	\$35,840.00	\$260.00	\$41,600.00	\$360.00	\$57,600.00	\$386.95	\$61,912.51
171	510 WATER MAIN PIPE (DI) (6IN)	173.00	LF	\$200.00	\$34,600.00	\$85.00	\$14,705.00	\$90.00	\$15,570.00	\$71.00	\$12,283.00	\$125.00	\$21,625.00	\$110.00	\$19,030.00	\$78.98	\$13,663.61
172	510 WATER MAIN PIPE (PVC) (8IN) (C-900) DR21	710.00	LF	\$200.00	\$142,000.00	\$75.00	\$53,250.00	\$75.00	\$53,250.00	\$95.00	\$67,450.00	\$125.00	\$88,750.00	\$80.00	\$56,800.00	\$75.77	\$53,798.69
173	510 WATER MAIN PIPE (PVC) (16IN) (C-900) DR21	4,210.00	LF	\$270.00	\$1,136,700.00	\$115.00	\$484,150.00	\$105.00	\$442,050.00	\$137.00	\$576,770.00	\$205.00	\$863,050.00	\$125.00	\$526,250.00	\$142.37	\$599,359.18
174	510 DUCTILE IRON FITTINGS	3.93	TON	\$20,000.00	\$78,600.00	\$20,000.00	\$78,600.00	\$22,000.00	\$86,460.00	\$16,600.00	\$65,238.00	\$15,000.00	\$58,950.00	\$13,000.00	\$51,090.00	\$16,479.23	\$64,763.39
175	510 WET CONNECTION (8IN)	1.00	EA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,5,								



Old Settlers Extension

Round Rock Public Works Department

September 2024



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1226383

Date Filed:
10/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Patin Construction LLC
Taylor, 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.

2024
Old Settlers Extension Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Tim Patin, and my date of birth is [REDACTED]

My address is 3800 West 2nd Street, Taylor, TX, 76574, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 14 day of October, 2024.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Patin Construction LLC
Taylor, TX United States

Certificate Number:
2024-1226383

Date Filed:
10/14/2024

Date Acknowledged:
10/17/2024

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.

2024
Old Settlers Extension Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the City of Austin, City of Cedar Park and City of Leander regarding allocation of costs for the rehabilitation of the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Michael Thane, Executive Director of Public Works

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Public Works

Text of Legislative File 2024-284

The City of Round Rock's wastewater flows into the Brushy Creek Regional Wastewater System (BCRWWS). The regional system is owned by the City of Round Rock, City of Cedar Park, City of Austin, and City of Leander. The BCRWWS consists of two wastewater treatment plants (WWTP), the East WWTP and the West WWTP. The East WWTP is currently under construction to increase the capacity to 30 million gallons per day (MGD), bringing the total treatment capacity of the BCRWWS to 33MGD.

The City of Round Rock recently contracted with Plummer and Associates, Inc. for design of another 10MGD expansion, which will increase the East WWTP capacity to 40MGD. The project will add a fourth treatment train, two clarifiers, and associated filtration and disinfection. In addition to the expansion to 40MGD, the existing WWTP is in need of rehabilitation. Existing treatment structures, equipment, and other components across multiple areas of the plant will be included in the rehabilitation and will be designed, bid, and constructed along with the 40MGD expansion project. Costs associated with rehabilitation will be allocated according to the 30MGD ownership percentages.

This request is for an interlocal agreement (ILA) between the City of Round Rock, City of Cedar Park, City of Austin, and City of Leander, for the allocation of costs for the rehabilitation of the BCRWWS East WWTP as part of the expansion to 40MGD project. The City of Round Rock cost allocation for rehabilitation project costs is 60.76%.

RESOLUTION NO. R-2024-284

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

WHEREAS, the City of Round Rock (“City”) wishes to enter into an Interlocal Agreement with the Cities of Austin, Cedar Park, and Leander regarding the allocation of costs for the rehabilitation of the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, 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 an Interlocal Agreement Regarding Allocation of Costs for the Rehabilitation of the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System with the Cities of Austin, Cedar Park, and Leander, 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 24th day of October, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT REGARDING ALLOCATION OF COSTS FOR THE REHABILITATION OF THE EAST WASTEWATER TREATMENT PLANT OF THE BRUSHY CREEK REGIONAL WASTEWATER SYSTEM

THIS INTERLOCAL AGREEMENT REGARDING THE ALLOCATION OF COSTS FOR THE REHABILITATION OF THE EAST WASTEWATER TREATMENT PLANT OF THE BRUSHY CREEK REGIONAL WASTEWATER SYSTEM ("Agreement") is entered into among the City of Austin, ("**Austin**"), the City of Cedar Park ("**Cedar Park**"), the City of Leander, ("**Leander**"), and the City of Round Rock, ("**Round Rock**"), to be effective this the ____ day of _____ 2024 (the "Effective Date.") In this Agreement, Austin, Cedar Park, Leander, and Round Rock are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**."

Recitals

WHEREAS, Austin, Cedar Park, and Round Rock entered into that certain Master Contract for the Financing, Construction, Ownership, and Operation of the Brushy Creek Regional Wastewater System dated December 8, 2009, with terms and conditions to jointly own and operate the Brushy Creek Regional Wastewater System ("System") purchased from the Lower Colorado River Authority ("Original Master Contract"); and

WHEREAS, on June 4, 2010, the Parties entered into an Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System, (the "Master Agreement"); and

WHEREAS, on June 9, 2011, the Parties entered into the First Amendment to the Master Contract to amend and clarify the duties and responsibilities of the Operations Committee, and to amend the provisions regarding the Capital Expense Budget; and

WHEREAS, on June 19, 2017, the Parties entered into that one certain Interlocal Agreement Regarding the Allocation of Cost for the Re-rating and Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, to pursue expansion of the East Wastewater Treatment Plant ("WWTP"); and

WHEREAS, on July 13, 2017, the Parties entered into that one certain Interlocal Agreement Regarding Allocation of Costs for the Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, to establish the terms and conditions of the cost allocations to expand the WWTP to 30 MGD; and

WHEREAS, on September 21, 2023, the Parties entered into a Second Amendment to the Master Contract to provide for Leander's purchase of an undivided interest in the East Treatment Plant real property and the West Treatment Plant real property, as well as to modify the flow calculation methodology; and

WHEREAS, on January 25, 2024, the Parties entered into that one certain Interlocal Agreement Regarding Allocation of Costs for the Expansion to the East Wastewater Treatment

Plant of the Brushy Creek Regional Wastewater System (the “40 MGD Expansion”), whereby on the Cities of Round Rock and Austin participate in all costs incurred in the expansion, and the Cities of Cedar Park and Leander do not participate in any expansion related costs; and

WHEREAS, Section 3.7 of the Master Contract provides for the procedures to be followed to accomplish the design and construction of Capital Improvements such as repair and rehabilitation of System Components, including the execution of interlocal agreements such as this Agreement; and

WHEREAS, the Parties have agreed to jointly pursue the rehabilitation of various System Components of the WWTP, (the “Project”) to meet or maintain Regulatory Requirements and to improve operations of the System for the benefit of the Parties; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of the allocation of costs for the rehabilitation of the WWTP, and pursuant to which the Parties will participate in the costs and expenses related thereto.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “Agreement” means this Interlocal Agreement Regarding the Allocation of Costs for the Rehabilitation of the WWTP.

1.02 “Contractor(s)” means one or more of the firms engaged by the Parties to perform Construction Services.

1.03 “Construction Services” means services provided by one or more firms to construct the Project.

1.04 “Construction Services Contract(s)” means those certain contracts for construction services to be approved by the Parties pursuant to which the Contractor(s) shall provide Construction Services.

1.05 “Cost Allocation Percentage” means the percentage of Project Costs to be paid by each Party. The Cost Allocation Percentages are based on the Parties’ capacity ownership in the 33.0 MGD capacity of the System. The Project Cost Allocation Percentages are set forth on **Exhibit “A”** attached hereto.

1.06 “Effective Date” means the date set forth in the introductory paragraph of this Agreement.

1.07 “Master Agreement” means the Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System dated

June 4, 2010, and as amended by the First Amendment to the Master Agreement entered into on June 9, 2011.

1.08 “Operations Committee” or “OC” means the Operations Committee created in Section 4.6 of the Master Agreement.

1.09 “Project” means: the efforts to design, install. and construct the necessary rehabilitation and repair of the WWTP outlined in this Agreement.

1.10 “Project Consultant(s)” means one or more of the firms engaged by the Parties to perform Project Consulting Services.

1.11 “Project Consulting Contract(s)” means those certain contracts for engineering and related services to be approved by the Parties pursuant to which the Project Consultant(s) shall provide Project Consulting Services.

1.12 “Project Consulting Services” means the services required for the preliminary and final engineering and other services to be performed by the Project Consultant(s) pursuant to the Project Consulting Contracts in order to complete the objectives of the Project.

1.13 “Project Costs” means all costs and expenses incurred by the Parties in furtherance of the Project.

1.14 “Project Fund” means the funds contributed by the Parties for the Project in accordance with Section 5.02 of this Agreement.

1.15 “System” means the Brushy Creek Regional Wastewater System.

1.16 “WWTP” means the East Wastewater Treatment Plant of the System.

II. OPERATIONS COMMITTEE

2.01 Responsibility of the OC.

(a) The OC shall:

(i) Attend and participate in regular meetings with the Project Consultant(s) and Contractor(s) to monitor the status of the Project and to provide direction and recommendations with respect thereto;

(ii) Review and unanimously approve, in writing, reports for the Project produced by the Project Consultant(s) and Contractor(s);

(iii) Review and unanimously approve, in writing, any revisions to the scope to be performed by the Project Consultant(s) and Contractor(s);

(iv) Review and unanimously approve in writing other contracts necessary for the completion of the Project;

- (v) Confirm in writing the final completion of Project; and
- (vi) Address any other pertinent matters relating to the Project.

(b) The OC shall meet at regular intervals to review the matters over which it has authority. The OC shall be diligent, prompt, and timely in reviewing and acting on matters submitted to it.

III.

CONSULTANT SERVICES

3.01 Consultant Services.

(a) The Parties intend to enter into Project Consultant Contracts in the form unanimously approved by the Parties.

(b) After the scope of Project Consultant Contracts is approved, including any proposed changes to a Project Consultant's compensation, the Project Consultant Contracts may only be modified by unanimous written authorization from the Parties, such authorization shall be set forth in a "Supplemental Contract."

(c) The Parties agree that the final design of the Project will not be finalized until the OC has reviewed and unanimously approved in writing such design.

(d) Within ten (10) business days of receipt of any preliminary and/or final reports prepared by the Project Consultant(s), the members of the OC shall specify in writing to each other any objections regarding the draft reports, and any proposed revisions thereto. If any member of the OC fails to object in writing to the report within the ten (10)-business-day period, then that member shall be deemed to have approved the draft report. In the event that any member of the OC timely objects to the draft report, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within fifteen (15) business days, then the OC shall refer the dispute to the respective City Managers of the Parties. The City Managers shall work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the completion of the Project.

(e) The Parties agree that the design and funding for the design will include only those systems and components the Parties unanimously agree are for rehabilitation only, and no portions of the design will be for the purpose of increasing capacity to support the 40 MGD Expansion.

3.02 Work Product.

(a) Any Party is entitled to copies of any work product produced by the Project Consultant(s) in connection with the Project Consultant Services. The Party requesting a copy of such information shall pay all reasonable costs incurred in preparing and furnishing the copies.

(b) In accordance with, and subject to the terms and conditions set forth in the Project Consultant Contracts, the Parties may utilize the work product produced by the Project Consultant(s) for their own purposes.

IV. CONSTRUCTION SERVICES

4.01 Construction Services.

(a) The Parties intend to enter into Construction Services Contracts in the form unanimously approved by the Parties.

(b) After the scope of Construction Services Contracts are approved, the Construction Services Contracts may only be modified by unanimous written authorization from the Parties, such authorization shall be set forth in a “Supplemental Contract.”

(c) The Parties agree that the Construction Services Contracts will not be finalized until the OC has reviewed and unanimously approved in writing such Contracts.

V. PROJECT COSTS.

5.01 Payment of Project Costs.

(a) All Project Costs shall be shared by the Parties as set forth in **Exhibit “A”** attached hereto.

(b) The Parties agree that Project Consultant(s) and Contractor(s) will be instructed to send all invoices to Round Rock and that upon receipt of each invoice from the Project Consultant(s) and Contractor(s), Round Rock shall review the invoice and confirm that the Project Consulting Services and/or Construction Services have been completed in accordance with the request for payment.

(c) Upon Round Rock’s approval of each invoice for Project Costs, Round Rock will transmit a copy of the approved invoice to each Party’s representative on the OC. Within ten (10) business days of receipt of the invoice for payment, the members of the OC shall specify in writing to Round Rock any objections regarding the invoice for payment. If any member of the OC fails to object in writing to the invoice within the ten (10) business day period, then the Party represented by such OC member shall be deemed to have approved the invoice for payment. In the event that any member of the OC timely objects to the invoice, then the matter shall be resolved in accordance with the following procedures:

(i) If the objection relates to the performance of work or services by a Project Consultant, then the OC shall exercise all rights to which the Parties are entitled under the Project Consulting Contract or Construction Contract to resolve the dispute, require correction of the defective work, and otherwise address the concern of the objecting member of the OC.

(ii) In the event that any member of the OC objects to an invoice for reasons not related to the performance of work or services by the Project Consultant or Contractor, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within thirty (30) calendar days of the date of written objection, then the invoice shall be paid as received; provided, however, that any Party may subsequently seek a determination of the dispute through the dispute resolution process set forth in Sec. 5.03 below, and the allocation of costs between the Parties shall be adjusted in accordance with such determination. Any such request for dispute resolution must be brought within thirty (30) calendar days of the date of written objection.

(iii) In the event that Project Costs exceed agreed upon estimates, then the OC must approve such overruns by unanimous agreement. If the OC cannot unanimously agree, then the matter shall be submitted to the City Managers for resolution as set forth in Sec. 5.03.

(d) The Parties agree that the reasonable compensation cost for Round Rock's performing the aforesaid financial administration and other general administrative services is the sum of \$2,000 per month, beginning when the first Project Consultant Contract is executed, and ending with the completion of the construction of the Project, which costs shall be shared and allocated among the Parties (including Round Rock) according to the Cost Allocation Percentages set forth in Exhibit "A".

(e) In the event of termination of this Agreement prior to the completion of the Project, all Parties shall provide payment of their pro rata share of the Project Costs incurred prior to and through the date of the termination.

(f) The Parties agree that construction of the Project will occur in subsequent fiscal years subject to the approval of and appropriation of funds by the governing body of each Party, and no funding for construction will be paid or authorized by the Parties until October 1, 2025.

5.02 Project Fund.

(a) The Parties shall contribute monies to the Project Fund in accordance with the following provisions:

(i) Within ten (10) calendar days of execution of the Project Consulting Contract(s), each Party shall deposit into the Project Fund a sum, which represents twenty five percent (25%) of each Party's share of the estimated Project Costs for Project Consulting Services. The Project Fund shall be placed in an interest-bearing account, and the interest shall become part of the Project Fund, with each Parties share of interest as based on the Cost Allocation Percentages set forth in Exhibit "A" to be credited toward each Parties cost responsibility.

(ii) Within ten (10) calendar days of execution of the Construction Services Contract(s), each Party shall deposit into the Project Fund a sum, which represents twenty-five percent (25%) of each Party's share of the estimated Project Costs for construction. The Project Fund shall be placed in an interest-bearing account, and the interest shall become part of the Project Fund, with each Parties share of interest as based on the Cost Allocation Percentages set forth in Exhibit "A" to be credited toward each Parties cost responsibility. Payment into the Project Fund for construction of the Project is subject to Section 5.01(f) of this Agreement, and will not be paid until after October 1, 2025.

(iii) At such time as the balance in the Project Fund is substantially depleted, as determined in Round Rock's reasonable discretion, Round Rock shall provide written notice (by email or otherwise) thereof to the other Parties, each of which shall have thirty (30) calendar days to deposit into the Project Fund an additional payment, in the same amount as originally deposited. Each notice by Round Rock shall be accompanied by a written accounting report that identifies in reasonable detail all prior expenditures from the Project Fund.

(b) In the event that there are remaining funds, including accumulated interest, within the Project Fund upon final completion of the Project, then Round Rock shall promptly divide and remit within 30 calendar days such funds to the Parties on a pro rata basis according to the percentage of all Project Costs previously paid by each of the Parties. Payment shall be accompanied by a written accounting describing the basis for calculation of payment to each Party.

5.03 Disputes. In the event of any disputes among the Parties, the Parties agree that the City Managers shall work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the completion of the Project.

VI

GENERAL PROVISIONS

6.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 552.001, *Texas Local Government Code*.

6.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

6.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose. The obligation of Parties to make payments to Round Rock will not constitute a general obligation or indebtedness of the Parties that obligate a Party to levy or pledge any revenue from taxes.

6.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

6.05 Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project Consulting Services and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Project are contemplated and will not be affected or limited by this Agreement.

6.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

6.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

6.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

AUSTIN:

P.O. Box 1088
Austin, Texas 78767
Attn: Director, Austin Water
Telephone: (512) 972-0109

with copy to:

City Law Department
P.O. Box 1088
Austin, Texas 78767
Attn: Division Chief, Utility & Regulatory
Division

CEDAR PARK:

450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
Attn: Kenneth Wheeler
Telephone: (512) 401-5550
Email: kenneth.wheeler@cedarparktexas.gov

with copy to:

J.P LeCompte
City Attorney
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
Email: JP.LeCompte@cedarparktexas.gov

ROUND ROCK:

221 East Main
Round Rock, Texas 78664
Attn: Michael Thane
Telephone: (512) 218-3236
Email: mthanel@roundrocktexas.gov

with copy to:

Steve Sheets
309 E. Main Street
Round Rock, Texas 78664-5264
Telephone: (512) 255-8877
Email: steve@scrllaw.com

LEANDER:

P.O. Box 319
Leander, Texas 78646-0319
Attn: City Manager
Telephone: (512) 259-1178
Email: tparton@leandertx.gov

with copy to:

Paige Saenz
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Telephone: (512) 323-5778
Email: paige@cityattorneytexas.com

6.09 Force Majeure. The Parties shall not be deemed in violation of this Agreement 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. Force majeure shall not relieve the Parties of their obligation to make payment to Round Rock as provided in this Agreement.

6.10 Independent Contractor. Each of the Parties shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of its employees hereunder and each Party's employees shall not be considered employees or borrowed servants of any of the other parties for any reason.

6.11 No Third-Party Beneficiaries. This Agreement shall inure only to the benefit of the Parties and third parties not privy to this Agreement shall not, in any form or manner, be considered a third-party beneficiary of this Agreement.

6.12 Conflict. If there is a conflict between the Master Agreement, as amended, and this Agreement, the provisions of this Agreement shall control.

6.13 Termination. This Agreement may be terminated by mutual agreement of the Parties. If this Agreement is terminated by the Parties prior to its completion of Project Consulting Services,

then the terms and conditions of the Master Agreement shall control. Any outstanding balance within the Project Fund will be returned proportionally in accordance with the applicable Exhibit percentages. The Parties shall then work cooperatively with due diligence to determine how to address existing and future wastewater treatment capacity issues.

6.14 Default. In the event that one Party believes that the other Party is in default of any of the provisions in this agreement, the non-defaulting party will make written demand to cure to the defaulting party and give the defaulting party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting party will commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such default. The non-defaulting party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The parties agree that they will use their best efforts to resolve any disputes and may engage in mediation or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this agreement. Nothing in this agreement shall be construed to limit a Party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting party to this Agreement.

6.15 Counterparts. Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

6.16 No Waiver of Immunities or Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any immunity or legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party.

6.17 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

(SIGNATURES ON FOLLOWING PAGES)

CITY OF AUSTIN:

By: _____
Robert Goode, Assistant City Manager

Date: _____

CITY OF ROUND ROCK:

ATTEST:

Meagan Spinks, City Clerk

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF CEDAR PARK:

ATTEST:

LeAnn Quinn, City Secretary

By: _____
Jim Penniman-Morin, Mayor

Date: _____

CITY OF LEANDER:

ATTEST:

Dara Crabtree, City Secretary

By: _____
Christine DeLisle, Mayor

Date: _____

EXHIBIT A

Allocation of Project Costs (For 33 MGD Capacity of the System)

<u>City</u>	<u>Ownership Capacity (MGD)</u>	<u>Cost Allocation</u>
Round Rock	20.05	60.76%
Leander	4.23	12.82%
Cedar Park	5.46	16.55%
<u>Austin</u>	<u>3.26</u>	<u>09.87%</u>
TOTALS	33.00	100.00%

Document Path: C:\Users\echapman\OneDrive - City of Round Rock\Documents\ArcGIS\Projects\bcrrws east wwrp expansion\bcrrws east wwrp expansion.aprx Date: 10/8/2024



BCRWWS East Wastewater Treatment Plant Expansion to 40 MGD - Rehab





City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider public testimony regarding, and an Ordinance Approving an Amendment to the Comprehensive Plan 2030 to modify the Future Land Use Map to allow mixed-use development on 1.55 acres located northeast of the intersection of East Old Settlers Blvd and Fairview Drive. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Bradley Dushkin, Director of Planning and Development Services

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Aerial Map, Land Use Map

Department: Planning & Development Services

Text of Legislative File 2024-277

The applicant, Lupine Development & Consulting, LLC, is requesting to amend the FLUM (Future Land Use Map) of the Round Rock 2030 Comprehensive Plan for 1.55 acres from Residential to the Mixed Use land designation. The Round Rock 2030 Comprehensive Plan encourages mixed-use development in locations that are compatible with surrounding areas and supported by employment and transportation infrastructure. The zoning district is designed for general use rather than being location specific. The district provides relief to allow the development of infill lots that are constrained by suburban commercial development standards. An original zoning request for the MU-R (Mixed-Use - Redevelopment and Small Lot) district is under consideration as a separate item on this meeting's agenda.

The Comprehensive Plan designation of Mixed-Use allows for mixed-use developments with the following location criteria:

This land must be located so that mixed-use is compatible with surrounding area and is supported by employment and transportation infrastructure. Designation of an area for mixed-use generally requires the area to have certain characteristics which support this combination of uses.

Redevelopment mixed-use (MU-R) should be located along commercial collector or arterial roadways where the desired development or redevelopment cannot be accommodated with existing commercial district standards.

The subject tract meets the location criteria above.

At its September 18, 2024, meeting, the Planning and Zoning Commission recommended approval of the land use change from Residential to Mixed Use with a vote of 7-0. There were 5 speakers during the public hearing. Issues raised concerned conflicts with the current deed restrictions on the property, safety, potential increased noise level, and lack of specificity about the proposed use.

ORDINANCE NO. O-2024-277

AN ORDINANCE AMENDING THE ROUND ROCK COMPREHENSIVE PLAN 2030, ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 1, ARTICLE 1, SECTION 1-7, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, BY AMENDING THE FUTURE LAND USE MAP; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, a request has been made to the City Council of the City of Round Rock, Texas to amend the Future Land Use Map of the Comprehensive Plan 2030, by changing the designation of 1.55 acres of land out of the Willis Donahoe Survey, Abstract No. 173 in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” attached hereto, from the Residential Designation to the Mixed-Use Designation, and

WHEREAS, the requested change in the Future Land Use Map has been submitted 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 18th day of September, 2024, 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 Future Land Use Map of the Comprehensive Plan 2030 be amended so that the property described in Exhibit “A” be designated as Mixed-Use, and

WHEREAS, on the 24th day of October, 2024, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the amended land use designation amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement 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 Future Land Use Map, which is designated as Figure 29 on page 127 of the Comprehensive Plan 2030, adopted in Zoning and Development Code, Chapter 1, Article 1, Section 1-7, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the land use designation of the property described in Exhibit "A" is hereafter Mixed-Use.

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 _____, 2024.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 2024.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

Exhibit "A"
(Property Description)

1.547 acres of land, more less, being all of Lot 2, Greenslope Addition Amended, a Subdivision recorded in Cabinet D, Slide 62, Plat Records of Williamson County, Texas, conveyed to Curtis R. and Mary K. Hehman in the Deed recorded in Volume 693, Page 525, Deed Records of Williamson County, Texas, SAVE AND EXCEPT the 0.082 acre conveyed to the City of Round Rock in the Special Warranty Deed recorded in Document No. 2001054266 of the Official Public Records of Williamson County, Texas and being further described in the General Warranty Deed recorded in Document No. 2019030383 of the Official Public Records of Williamson County, Texas.



N A W Grimes Blvd

Fairview Dr

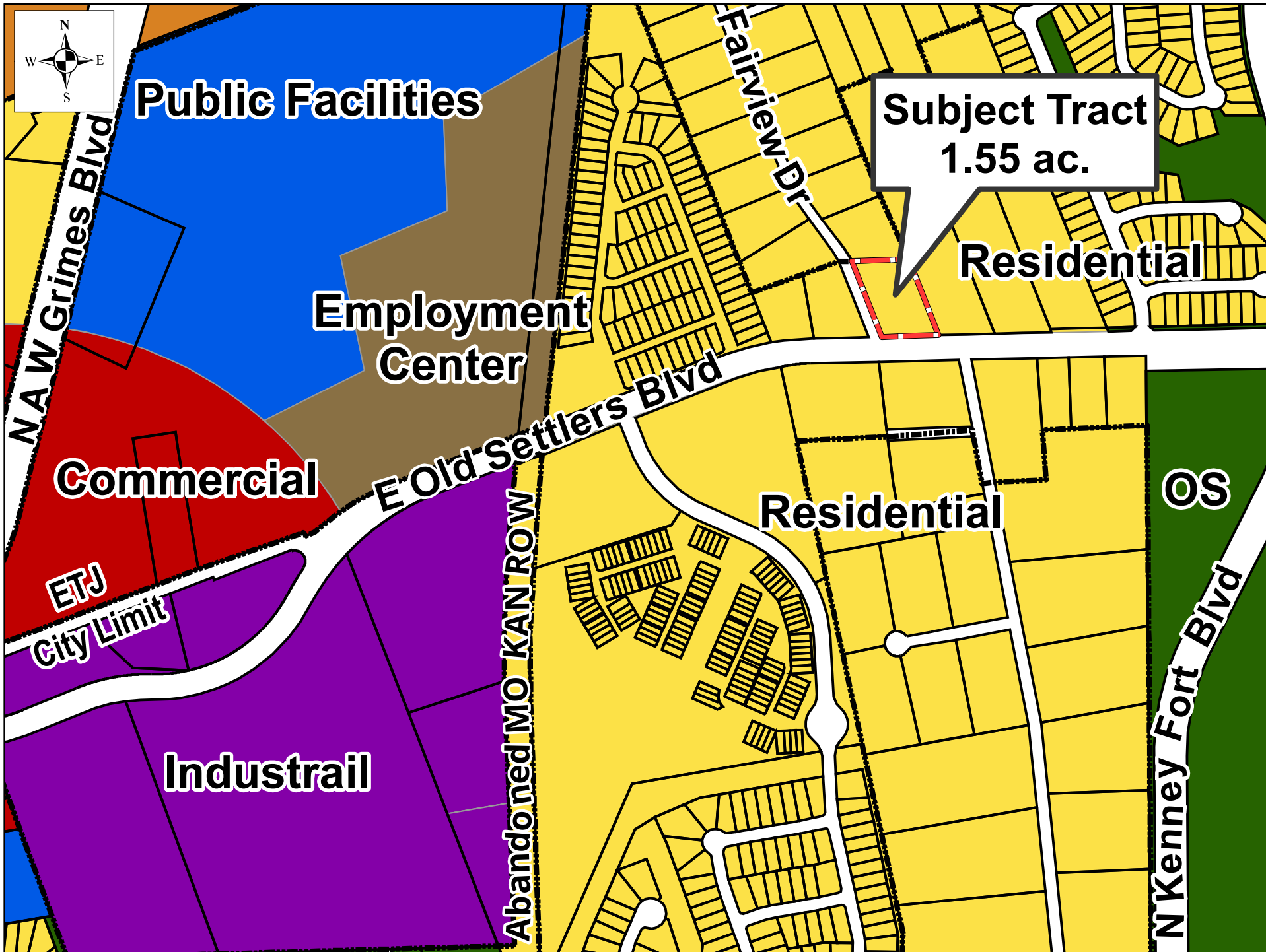
Subject Tract
1.55 ac.

E Old Settlers Blvd

ETJ
City Limit

Abandoned MO KAN ROW

N Kenney Fort Blvd





City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider public testimony regarding, and an Ordinance Zoning 1.55 acres located northeast of the intersection of East Old Settlers Blvd and Fairview Drive to the MU-R (Mixed-Use Redevelopment and Small Lot) district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Bradley Dushkin, Director of Planning and Development Services

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Zoning Map, Aerial Map

Department: Planning & Development Services

Text of Legislative File 2024-278

History: The subject tract was annexed into the city on May 5, 2009, and was not given a zoning designation upon its annexation.

Comprehensive Plan and Zoning: The subject tract is located within the city limits and currently has no assigned zoning district.

The 2030 Future Land Use Map designates the subject tract as residential, but a separate agenda item seeks to change this designation to Mixed Use. The Round Rock 2030 Comprehensive Plan encourages mixed use development in locations that are compatible with the surrounding area and supported by employment and transportation infrastructure.

Specifically, redevelopment mixed-use (MU-R) should be located on small lots along commercial collector or arterial roadways where the desired development or redevelopment cannot be accommodated with existing commercial district standards. This tract meets these criteria.

The intent of mixed-use zoning districts is to permit flexibility in land uses and building densities not accommodated by traditional zoning districts. This allows a variety of uses to locate in the same building, site, or block, and in structures of varying size and design. Commercial and residential uses, which are usually separated into distinct zoning districts, are encouraged to be combined with offices and public open spaces.

Traffic, Access and Roads: The Transportation Master Plan depicts East Old Settlers Blvd. as a 6-lane divided roadway with ultimate ROW of 150'. Roadway impact fees will be assessed based on the date of plat recordation and charged at the time of building permit.

MU-R District: The Mixed-Use Redevelopment and Small Lot zoning district allows for the development of small lots where the desired development or redevelopment cannot be accommodated with existing commercial district standards. Specifically, MU-R allows a residential component that typically would not be accommodated in a commercial zoning district. The development standards establish projects with a more pedestrian-oriented and urban scale.

Development standards include:

- Maximum building height of 3-stories.
- No parking is allowed in the street yard.
- Limitations on drive-throughs.

At its September 18, 2024, meeting, the Planning and Zoning Commission recommended approval of the original zoning to MU-R by a vote of 7-0. There were 5 speakers during the public hearing. Issues raised concerned conflicts with the current deed restrictions on the property, safety, potential increased noise level, and lack of specificity about the proposed use.

ORDINANCE NO. O-2024-278

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 1.55 ACRES OF LAND OUT OF THE WILLIS DONAHOE SURVEY, ABSTRACT NO. 173, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS DISTRICT MU-R (MIXED-USE REDEVELOPMENT AND SMALL LOT); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas has previously annexed 1.55 acres out of the Willis Donahoe, Abstract No. 173, located east of Fairview Drive and North of East Old Settlers Boulevard in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” (the “Property”), attached hereto and incorporated herein, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 18th day of September, 2024, 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 Property in Exhibit “A” be originally zoned as District MU-R (Mixed-Use Redevelopment and Small Lot), and

WHEREAS, on the 24th day of October, 2024, after proper notification, the City Council held a public hearing on the proposed original zoning, 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 Zoning and Development Code, Chapter 2, Article I, Section 2-2 and Chapter 10, Article I, Section 10-2, Code of Ordinances (2018 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 considered and hereby makes the following findings regarding this original zoning:

1. It is consistent with the Round Rock Comprehensive Plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for existing uses that are and would be permitted by District MU-R (Mixed-Use Redevelopment and Small Lot); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the existing uses in District MU-R (Mixed-Use Redevelopment and Small Lot).

II.

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereafter designated as District MU-R (Mixed-Use Redevelopment and Small Lot).

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 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 _____, 2024.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2024.

READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2024.

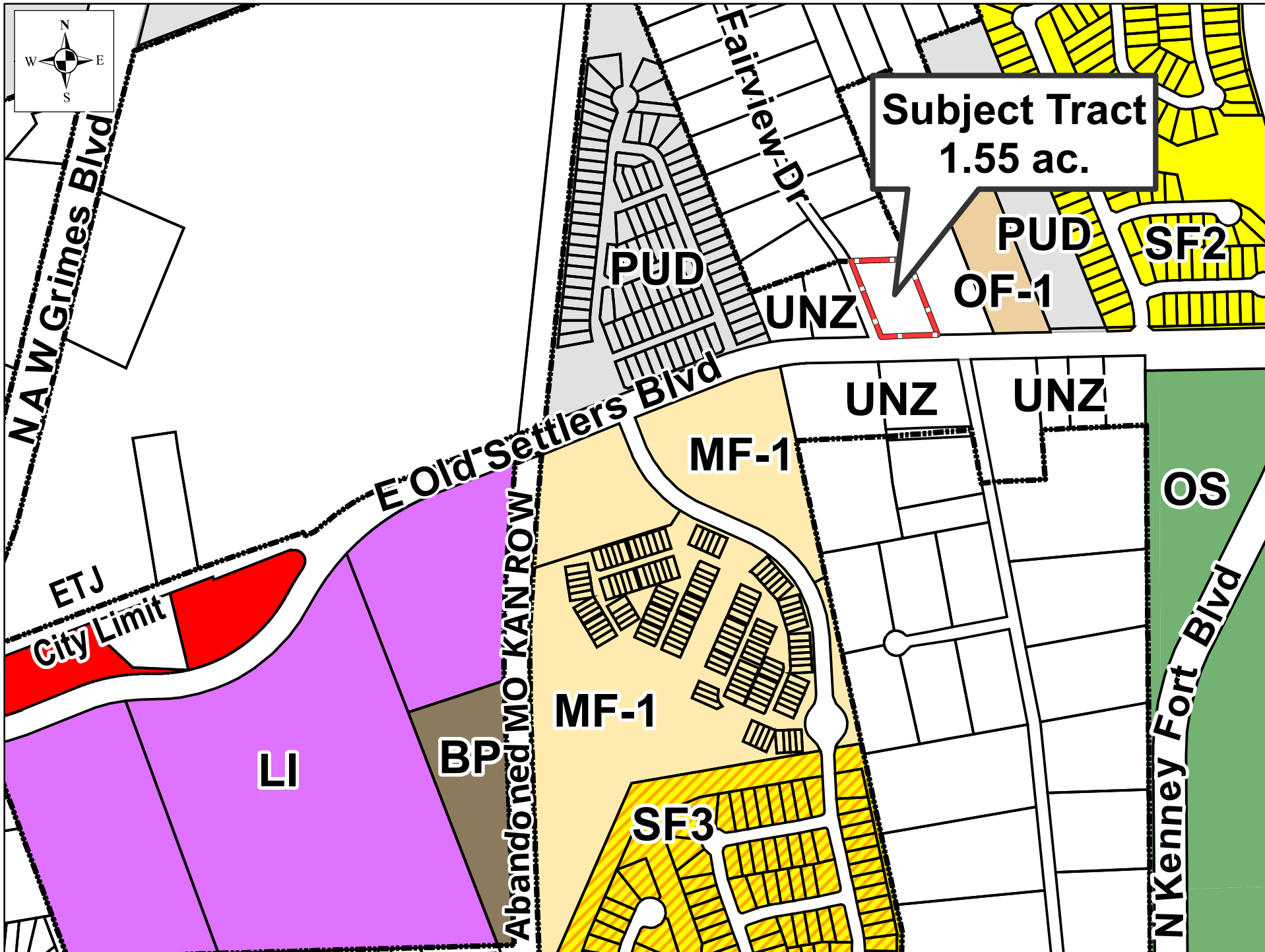
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

Exhibit "A"
(Property Description)

1.547 acres of land, more less, being all of Lot 2, Greenslope Addition Amended, a Subdivision recorded in Cabinet D, Slide 62, Plat Records of Williamson County, Texas, conveyed to Curtis R. and Mary K. Hehman in the Deed recorded in Volume 693, Page 525, Deed Records of Williamson County, Texas, SAVE AND EXCEPT the 0.082 acre conveyed to the City of Round Rock in the Special Warranty Deed recorded in Document No. 2001054266 of the Official Public Records of Williamson County, Texas and being further described in the General Warranty Deed recorded in Document No. 2019030383 of the Official Public Records of Williamson County, Texas.





N A W Grimes Blvd

Fairview Dr

Subject Tract
1.55 ac.

E Old Settlers Blvd

ETJ
City Limit

Abandoned MO KAN ROW

N Kenney Fort Blvd



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider an Ordinance amending Chapter 2, Article III, Section 2-117, Code of Ordinances (2018 Edition), City of Round Rock, Texas, regarding the definition of City Official.(First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Stephanie Sandre, City Attorney

Cost:

Indexes:

Attachments: Ordinance

Department: City Attorney's Office

Text of Legislative File 2024-286

This Amendment to the Code amends the definition of City Official by removing the individual Departments listed and referencing Chapter 2, Article III, Division 2 of the Code of Departments all of the Departments are listed along with a description of each Department. This will prevent the Ethics Ordinance to have to be amended each time a Department is added, removed or modified.

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

That Chapter 2, Article III, Section 2-117, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to amend the definition of *city official* to read as follows:

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:

11.

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

1 which this Ordinance and the subject matter hereof were discussed, considered and
2 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas
3 Government Code, as amended.

4 Alternative 1.

5 By motion duly made, seconded and passed with an affirmative vote of all the
6 Council members present, the requirement for reading this ordinance on two separate
7 days was dispensed with.

8 **READ, PASSED, and ADOPTED** on first reading this ____ day of
9 _____, 2024.

10 Alternative 2.

11 **READ and APPROVED** on first reading this the ____ day of
12 _____, 2024.

13 **READ, APPROVED and ADOPTED** on second reading this the ____ day of
14 _____, 2024.

15
16 _____
17 CRAIG MORGAN, Mayor
18 City of Round Rock, Texas
19

20 ATTEST:

21 _____
22
23 ANN FRANKLIN, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider one re-appointment of a representative to the Round Rock Chamber Board of Directors.

Type: Appointment

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director: Ann Franklin, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-24-0825



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider Executive Session as authorized by §551.072 Government Code, related to the sale, and/or value of approximately 19.4 acres of real property located east of North Red Bud Lane and adjacent to the Old Settlers Boulevard Extension Project.

Type: Executive Session

Governing Body: City Council

Agenda Date: 10/24/2024

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-24-0847